



**PROPOSED AGENDA  
REGULAR MEETING OF THE PORTLAND CITY COUNCIL**

7:00 P.M. Monday, June 16, 2025  
City Council Chambers  
City Hall, 259 Kent St, Portland, MI 48875

<u>Estimated Time</u>		<u>Desired Outcome</u>
7:00 PM	<b>I. <u>Call to Order by Mayor Barnes</u></b>	
7:01 PM	<b>II. <u>Pledge of Allegiance</u></b>	
7:02 PM	<b>III. <u>Acceptance of Agenda</u></b>	Decision
7:03 PM	<b>IV. <u>Public Comment</u> (5-minute time limit per speaker)</b>	
7:10 PM	<b>V. <u>City Manager Report</u></b>	
	<b>VI. <u>Presentations</u> - None</b>	
	<b>VII. <u>Public Hearing(s)</u> - None</b>	
	<b>VIII. <u>Old Business</u> - None</b>	
	<b>IX. <u>New Business</u></b>	
7:15 PM	<b>A. Proposed Resolution 25-38 Approving the Agreement Between the City of Portland and the City Employees Represented by the Chapter of the Governmental Employees Labor Council (GELC)</b>	Decision
7:18 PM	<b>B. Proposed Resolution 25-39 Approving the Agreement Between the City of Portland and the City Employees Represented by the Police Officers Labor Council (POLC)</b>	Decision
7:20 PM	<b>C. Proposed Resolution 25-40 Approving a Cost-of-Living Adjustment for Non-Union City Employees</b>	Decision
7:23 PM	<b>D. Proposed Resolution 25-41 Approving Payment to F&amp;V Construction for Work Performed in Relation to the River Crossing as Part of the Wastewater Treatment Plant Project</b>	Decision
7:25 PM	<b>E. Proposed Resolution 25-42 to Amend the Budget for Fiscal Year 2024-2025</b>	Decision
7:28 PM	<b>F. Proposed Resolution 25-43 Confirming the Mayor's Appointments to City Board and Commissions</b>	Decision
7:30 PM	<b>X. <u>Consent Agenda</u></b>	Decision
	<b>A. Minutes and Synopsis of the Regular City Council Meeting held on June 2, 2025</b>	
	<b>B. Payment of Invoices in the Amount of \$1,396,148.44 and Payroll in the Amount of \$224,948.62 for a Total of \$1,621,097.06</b>	

<b>Estimated Time</b>
7:32PM
7:35 PM
7:40 PM
7:45 PM

- C. Purchase Orders over \$5,000.00
  - 1. Trojan Technologies in the Amount of \$5,084.47 Board Kit – UV Repairs for the Lift Station

**XI. Communications**

- A. DDA Minutes for April 28, 2025
- B. Water Department Report for May 2025
- C. Ionia County Board of Commissioners Agenda for June 10, 2025
- D. Ionia County Central Dispatch Report for May 2025

**XII. Other Business - None**

**XIII. City Manager Comments**

**XIV. Council Comments**

**XV. Adjournment**

<b><u>Desired Outcome</u></b>
Decision

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

Council Member \_\_\_\_\_, supported by Council Member \_\_\_\_\_, made a motion to adopt the following resolution:

**RESOLUTION NO. 25-38**

**A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF  
PORTLAND AND THE CITY EMPLOYEES REPRESENTED BY THE CHAPTER  
OF THE GOVERNMENTAL EMPLOYEES LABOR COUNCIL (GELC)**

**WHEREAS**, the City met with representatives of the Governmental Employees Labor Council (GELC) to negotiate terms for a new contract; and

**WHEREAS**, after several meetings the City Representatives and the GELC bargaining committee came to a tentative agreement ratified by GELC, a copy of which is attached as Exhibit A; and

**WHEREAS**, the City Manager recommends that the City Council approve the proposed agreement, a copy of which is attached as Exhibit A.

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The Portland City Council approves the proposed agreement attached as Exhibit A and the City Manager is directed to prepare and Mayor and City Clerk are authorized to sign the new agreement between the City and the City of Portland Employees Chapter of the GELC consistent with this Resolution.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 16, 2025

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**Monique I. Miller, City Clerk**





participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

- iv. For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.
- v. For the closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.
  - i. For the purposes of this policy, "family member" includes all the following: Biological, adopted or foster child, stepchild, or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
  - ii. Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
  - iii. A person to whom the employee is legally married under the laws of any state or a domestic partner.
  - iv. A grandparent.
  - v. A grandchild.
  - vi. A biological, foster or adopted sibling.
  - vii. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- c. Employees will not be penalized or retaliated against in any way for requesting or using accrued paid sick time for the purposes designated above.
- d. Employees must provide notice if the need to use sick time is foreseeable, not to exceed 7 days before the date the earned sick time is to begin. If the employee's need for the earned sick time is not foreseeable, the employee must give notice as soon as practicable. A Payroll Change and Request form for Paid Sick Time shall be filled out as soon as practicable and signed by the employee (when possible) and submitted to the Department Head, or Human Resource Director, in his/her absence. Earned sick time may be used in 1-hour or more increments. The amount of sick time charged to an employee during any absence shall be equal to the number of regularly scheduled hours the employee would have worked during such absence. Sick time will not be allowed in advance of being accrued.
- e. Employees shall furnish upon request satisfactory evidence of illness where sick leave absences exceed three (3) consecutive working days. The employee must provide the documentation to the City not more than 15 days after the City's request.
- f. Satisfactory evidence of illness may be required by the City for each absence, regardless of duration, if the City has reason to believe the employee is abusing sick leave privileges. Falsification of a medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline.

- d. Only the sick leave record kept by the City office shall be considered official. Those records may be reviewed by the employees and any question as to the accuracy of this record shall be subject to the Grievance Procedure. All Sick Leave must be requested in writing to the Department Head who will deliver said request to the City Office so the official record can be updated.
- e. The City agrees that each employee shall be allowed the option of cashing in one half of their unused sick leave each year provided that employee must have a minimum of twenty-five (25) sick leave days accumulated before they will be allowed to cash in sick days.
- f. For illnesses that extend more than thirty (30) days, an Employee may apply for long-term disability.
- g. Fringe benefits will be paid by the City for any leave duration, as long as the employee is paid by long-term disability, worker's compensation, and/or accrued leave.

#### 4. City Organizational Chart

The City's Organizational Chart is approved annually and will be updated to reflect current operations and employees

#### 5. Recognition

##### Article 1 Recognition Section 1 Collective Bargaining Unit

All employees of the City employed in the Wastewater Treatment Plant Department, Electrical Departments, and all employees of the Department of Public Works, Water Department and Parks and Cemetery Departments including Crew Leader, BUT EXCLUDING all employees in the Police Department, office clerical or the City, Fire Department, Ambulance Department, and Supervisors as determined by the Council.

#### 6. Discipline – Disciplinary Procedures

##### Article 8 Discharge or Discipline Section 3 Disciplinary Procedures.

Disciplinary action taken against an employee with seniority shall be for just cause. When imposing discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years prior to the incident giving rise to the current discipline.

#### 7. Paid Sick Leave

##### Article 12 Leaves of Absence Section 12.4 Paid Sick Leave

- a. All members covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, with unlimited accumulation. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically. If at any time during the year (year being July to July) the employee accumulates ninety (90) sick leave days, that employee will be given four (4) additional vacation days with pay. Also, when an employee has accumulated one hundred twenty (120) days' sick leave, that employee will be given an additional four (4) days vacation with pay. Employees hired on or after July 1, 2022 shall not be entitled to additional vacation days based upon accumulated sick leave. During the first payroll in June, the Employer will review sick leave balances to determine how many vacation days if any will be added to vacation bank. The employee cash out of sick time will take place after this Employer sick leave balance review.

8. Vacations

Article 14 Vacations – Language Addition

An employee hired on or after July 1, 2025 shall receive 40 hours of Vacation Time upon hire. This time is not an advance but is granted in full. From their date of hire onward, they will begin to accrue additional vacation time.

9. Insurance Long Term Disability

Article 15 Insurance and Pension Section 15.7 Long Term Disability

Effective July 1, 1995 the City will provide a long-term disability program equal to sixty-six and two thirds percent (66 2/3%) of the employee's bi-weekly wage not to exceed six thousand dollars (\$6,000.00) per month. There shall be a thirty (30) day waiting period to qualify for this benefit.

10. Wages

Article 16 Classification and Rates Section 16.0 Wages

The rates shown in the scale below reflect the changes as listed:

Effective the first full payroll period after signing by City Council, but no earlier than July 1, 2025, wages shall increase by three percent (3%) at all levels and classifications.

Effective the first full payroll period after July 1, 2026, wages shall increase by three percent (3%) at all levels and classifications.

Effective the first full payroll period after July 1, 2027, wages shall increase by three percent (3%) at all levels and classifications.

11. Wages Cemetery Crew Leader Addition / Water System License Enhancement

Article 16 Classification and Rates Section 16.0 Wages

b. \* Add 20% of the difference between pay grades 4 and 5 to pay grade 4 as compensation for a Crew Leader job duties at Cemetery.

e. \*Pay for Limited Treatment Water License and for Distribution System License issued by the State Department of Environmental Quality shall be in accordance with the following schedule:

Limited Treatment License

D4 - \$600

D3 - \$1200

D2 - \$1500

Distribution System License

S4 - \$400

S3 - \$800

S2 - \$1100

12. Wages Standby Pay for Electric Crew, DPW and Wastewater Employees

Article 16 Classification and Rates Section 16.3 Standby Pay for Electric Crew, DPW and Wastewater Employees.

Both parties agree to the following standby policy and pay for Union personnel:

- a. One employee for the DPW and Wastewater and two (as available) employees for the Electric Department will be required to remain on call each week from 3:30 p.m. Tuesday to 3:30 p.m. the following Tuesday and said employees shall receive eight (8) hours straight time pay at the foreman rate for the DPW and Wastewater departments and eight (8) hours of straight time pay at the Senior Lineman rate for the Electric Department per week for such on call duty. If the standby employee is called in during standby they will receive a minimum of three (3) hours of pay at one and one half (1 ½) times the foreman rate of pay. The eight (8) hours straight time pay shall be included by the following increments: 1 hour per weekday( Monday, Tuesday, Wednesday, Thursday, Friday), 1 ½ hour per weekend day (Saturday, Sunday).

If standby employees are called in during standby DPW, Wastewater and Groundman employees will receive a minimum of three (3) hours of pay at one and one half (1 ½) times the DPW foreman rate of pay. Electric department Lineman and Apprentice Lineman employees called in during standby will receive a minimum of three (3) hours of pay at one and one half (1 ½) times the Senior Lineman rate of pay.

- b. Employees who are on call shall be in condition to perform their normal duties when answering calls.
- c. During the week of the established holidays, the Employer reserves the right to include a second standby DPW employee. The Employer will provide a list of holidays for voluntary coverage no later than February 1<sup>st</sup> of each calendar year. If this coverage is not voluntary filled two weeks prior to the holiday, Employer may order standby coverage by lowest eligible seniority employee.

13. Miscellaneous Uniforms Personal Protection Equipment

Article 17 Miscellaneous Section 17.12 Uniforms

- b. The City agrees to provide uniforms for each employee up to a maximum of five hundred dollars (\$500.00) per employee per year. The City agrees to provide uniforms for each electric department employee up to a maximum of six hundred dollars (\$600.00) per employee per year. This amount is in addition to the amount mentioned in Section 17.12 (a).
- c. Employer agrees to purchase one (1) set of rubber boots and coveralls per employee per contract at Employer's discretion. If items are damaged prior to contract expiration, Employer will replace said items.

14. Non-identified contract language remains current

**City Representative**

 6/13/25

**Union Representative**

 6/13/25

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PORTLAND

AND

CITY OF PORTLAND EMPLOYEES CHAPTER OF

GOVERNMENTAL EMPLOYEES LABOR COUNCIL



EFFECTIVE DATE: JULY 1, 2022

TERMINATION DATE: JUNE 30, 2025

(60-Day Reopener)

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## AGREEMENT

This agreement entered into on the \_\_\_\_\_ day of June, 2022, between the CITY OF PORTLAND, hereinafter referred to as the “CITY” or “EMPLOYER”, and the City of Portland Employees Chapter of the Governmental Employees Labor Council, hereinafter referred to as the “UNION.”

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer’s success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the representatives at all levels and among all employees.

### ARTICLE 1: RECOGNITION

#### **Section 1.0 Collective Bargaining Unit.**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below.

All employees of the City employed in the Wastewater Treatment Plant Department, Electrical Departments, and all employees of the Department of Public Works and Parks and Cemetery Departments, BUT EXCLUDING all employees in the Police Department, office clerical or the City, Fire Department, Ambulance Department, and Supervisors as determined by the Council.

#### **Section 1.1 Union Responsibilities.**

The union agrees that its members will perform efficient service and use its best efforts to protect property and interests of the Employer and will cooperate with the Employer in performance of their duties.

## ARTICLE 2: RIGHT TO WORK

### **Section 2.0 Right to Work.**

- a. As used in this section, "labor organization" means any agency, union, employee representation committee, or organization of any kind that exists for the purpose, in whole or in part, of dealing with employers concerning wages, rates of pay, hours of work, other conditions of employment, or other forms of compensation.
- b. No person shall be required as a condition of obtaining or continuing employment to:
  - 1. Resign or refrain from membership in, voluntary affiliation with, or voluntary financial support of, a labor organization.
  - 2. Become or remain a member of a labor organization.
  - 3. Pay any dues, fees, assessments, or other charges of any kind or amount, or provide anything else of value, to a labor organization.
  - 4. Pay to any charity or other third party an amount equivalent to, or a portion of, dues, fees, assessments, or other charges required of members of a labor organization.
- c. Any agreement, contract, understanding, or practice between a labor organization and an employer that violates this section is unlawful and unenforceable. This section will apply only to those agreements, contracts, understandings or practices that take force or are extended or renewed after this section takes effect.
- d. Any person who suffers an injury or a threatened injury under this section may bring a civil action for damages, injunctive relief, or both. In addition, the court shall award a prevailing plaintiff costs and reasonable attorney fees.
- e. This section shall be self-executing. If any part or parts of this section are found to be in conflict with the United States Constitution or federal law, or the Michigan Constitution, the section shall be implemented to the maximum extent that the United States Constitution, federal law, and the Michigan Constitution permit. Any provision held invalid or inoperative shall be severable from the remaining portions of this section.

## Section 2.1 Check off.

During the life of this Agreement, the Employer will deduct current uniform dues levied in accordance with the constitution and bylaws of the Local Union, provided that at the time of such deduction there is in the possession of the Employer a current written authorization signed by the employee in the form and according to the terms of the authorization form for dues deduction form to be supplied by Union. Employee authorizations for payroll deductions are made on a voluntary basis and employees may revoke them, in writing, at any time.

- a. Previously signed and unrevoked written authorizations shall continue to be effective as to current employees and as to reinstated employees.
- b. The Employer will deduct current union dues from the pay of employees on the first (1<sup>st</sup>) pay period of each calendar month.
- c. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
- d. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for purpose of complying with any of the provisions of this Section.
- e. All sums deducted by the Employer shall be remitted to the GELC, with an alphabetical list of names and addresses of employees from whom dues have been deducted not later than ten (10) days following the date on which such deductions were made.
- f. In the event the Union requests that the Employer deducts monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Local Union's constitution.
- g. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made.
- h. The Union agrees that at no time will it solicit or collect monies of any kind on Employer time.

**Section 2.2 When Deductions Begin.**

Check off deductions under all properly executed Authorization for Check off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted once each month commencing with the month the card is submitted.

**ARTICLE 3: REPRESENTATION**

**Section 3.0 Employee Committee.**

- a. The employees covered by this Agreement will be represented by an Employee committee of two (2) such employees, one (1) of whom shall be designated by the Union as Chairperson of the Unit.
- b. Each member of the Employee Committee shall also serve as the steward for one (1) or more of the City Departments, provided, however that there shall be no more than one (1) steward from any one (1) department.
- c. The Union shall keep the City Manager advised, in writing, of the members, and only such duly certified employees shall be recognized by the City.

**ARTICLE 4: MANAGEMENT RIGHTS**

**Section 4.0 Rights of the City.**

The City reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation, all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their locations; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past, to study and use improved methods and equipment, and all respects to carry out the ordinary and customary functions of management; the determination of policies, operations, assignments, schedules, discipline, layoff of employees, contracting of work purchasing equipment, maintaining of equipment, etc., for the orderly and efficient operations of the City, provided, however that these rights shall not be exercised in violation of any specific provision of this Agreement.

## ARTICLE 5: SPECIAL CONFERENCES

### **Section 5.0 Special Conferences.**

Special conferences for important matters, including safety, will be arranged between the Chapter Chairperson and the Employer or its designated representative at mutually convenient times and places when there are important matters to discuss. Such meetings shall be between representatives of the Employer and the two (2) employee representatives of the Local Chapter. Arrangements for such special conferences and an agenda of the important matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by a representative of the City Council and/or a representative of the Council. The two (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings.

## ARTICLE 6: GRIEVANCE PROCEDURE

### **Section 6.0 Definition of Grievance.**

A grievance shall mean a complaint filed by an employee or the Union concerning the application or interpretation of this Agreement as written. A written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify all provisions of this Agreement alleged to have been violated by appropriate reference and state the contention of the employee or Union with respect to those provisions, indicate the relief requested, and be signed by the employee affected or the steward in the grievance is filed by the Union. A written grievance need not be processed if it fails in any of the foregoing respects.

### **Section 6.1 Grievance Procedure.**

All grievances shall be processed in the following manner:

- a. **Step 1. Verbal Procedure.** Within five (5) days after an employee knows or should have known of the events giving rise to the grievance, the employee and his steward shall discuss the matter with the immediate supervisor. The immediate supervisor shall give an answer to the Union within two (2) working days of the discussion. Every effort shall be made to satisfactorily resolve the grievance in this manner.
  
- b. **Step 2. Written Procedure.** If the complaint is not satisfactorily settled in Step 1, it shall be reduced to a written grievance. The written grievance shall be submitted to the employee's immediate supervisor within three (3)

days after the Employer's answer in step 1. Within five (5) days after the written grievance has been so submitted, a meeting shall be held between the employee, the steward, and the employee's immediate supervisor. The employee's immediate supervisor shall give his answer in writing to the employee or steward within three (3) days following the meeting.

- c. **Step 3. Appeals.** If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the grievance to the City Manager within five (5) days following receipt of the Employer's Step 2 answer. Within ten (10) days after the grievance has been appealed, a meeting shall be held between the City Manager and the Bargaining Committee. Either party may have non-employee representatives present if desired. If the meeting cannot be held within the ten (10) days period, it shall be scheduled for a date mutually convenient to the parties. The City Manager shall respond in writing within ten (10) days after the meeting.

### **Section 6.2 Time Limitations.**

The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance it to the next step in a timely manner, it shall be considered withdrawn. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified.

### **Section 6.3 Time Computation.**

Saturdays, Sundays, and holidays recognized by this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

### **Section 6.4 Grievance Form.**

The grievance form shall be supplied by the Union.

### **Section 6.5 Lost Time.**

For working time necessarily spent in investigating a grievance which an employee has already submitted to the Grievance Procedure above provided or in discussing such a grievance with a representative (or representatives) of the City, a steward (in his capacity as such or as a member of the Employee Committee) shall be paid at his regular straight time rate for those straight time hours during which he would otherwise have been at work for the City, it being agreed that such investigation or discussion shall be performed with a minimum of interference with work assignments and loss of working time. In no event shall any such Union representatives leave his work for such purposes before first

notifying his supervisor and turning in his work over to a replacement who shall be provided by the supervisor as promptly as is practical under the circumstances.

## **ARTICLE 7: ARBITRATION**

### **Section 7.0 Arbitration Request.**

The Union may request arbitration of any unresolved grievance which is arbitrable by giving written notice of its intent to arbitrate within twenty (20) days following receipt of the Employer's answer in Step 3 of the Grievance Procedure. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

### **Section 7.1 Selection of Arbitrator.**

Any grievance which is arbitrable may be submitted to one (1) arbitrator chosen by mutual agreement from a panel of arbitrators from Michigan obtained from the Federal Mediation and Conciliation Service. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from the panel of arbitrators with the remaining name serving as the arbitrator. The compensation and the expenses of the arbitrator shall be shared equally by the Employer and the Union.

### **Section 7.2 Arbitrator's Powers.**

- a. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to determine any dispute involving the exercise of any of the Employer's inherent rights unless it is determined they are specifically limited by the expressed terms of this Agreement. If the issue of arbitrativeness is raised, the arbitrator shall only decide the merits of the grievance if arbitrativeness is affirmatively decided. The arbitrator shall hear both issues at the same time. The arbitrator's decision shall be final and binding upon the Union, the Employer, and the employees in the bargaining unit, provided, however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in the Agreement.
- b. The parties acknowledge that 2011 PA 54 applies to the 2013-2016 Collective Bargaining Agreement between the parties. Specifically, Sec. 15b, which provides:
  - (1) Except as otherwise provided in this section, after the expiration date of a collective bargaining agreement and until a successor collective bargaining agreement is in place, a public employer shall pay and provide wages and benefits at levels and amounts that are no greater than those in effect on the expiration date of the collective bargaining agreement. The prohibition in this

subsection includes increases that would result from wage step increases. Employees who receive health, dental, vision, prescription, or other insurance benefits under a collective bargaining agreement shall bear any increased cost of maintaining those benefits that occurs after the expiration date. The public employer is authorized to make payroll deductions necessary to pay the increased costs of maintaining those benefits.

- (2) Except as provided in subsection (3), the parties to a collective bargaining agreement shall not agree to, and an arbitration panel shall not order, any retroactive wage or benefit levels or amounts that are greater than those in effect on the expiration date of the collective bargaining agreement.
- (3) For a collective bargaining agreement that expired before the effective date of this section, the requirements of this section apply to limit wages and benefits to the levels and amounts in effect on the effective date of this section.

### **Section 7.3 Arbitration Attendance.**

Each party shall bear the full cost of the expenses of its own witnesses and representatives including pay for all time lost during an employee's regularly scheduled shift. Any employee called as a witness, whether by the Employer or the Union shall be excused from the arbitration hearing after his testimony is completed.

## **ARTICLE 8: DISCHARGE OR DISCIPLINE**

### **Section 8.0 Discharge or Suspension.**

When an employee is to be discharged or given disciplinary time off by the Employer, the employee, if he or she so requests, may have his steward present. The steward will be permitted to counsel with the employee before the employee is required to leave the City's premises.

The City agrees disciplinary time off or discharge notices will be in writing with a copy provided to the employee, a Union steward if in attendance, and a copy placed in the employee's personnel file. The written notice of discipline shall state the nature of the offense and the disciplinary action taken.

Employees shall continue to receive their regular pay for the hours that they would otherwise be scheduled to work unless such suspension becomes disciplinary time off.

### **Section 8.1 Acknowledge Discipline.**

The employee will be required to acknowledge receipt of written warnings and reprimands or forfeit his right to the Grievance procedure except that the employee may request the presence of the steward prior to signing. It shall clearly indicate that the employee's signature does not mean that he agrees to the charges or penalties.

### **Section 8.2 Appeal of Discharge or Suspension.**

Should the discharged or suspended employee or the steward consider the discharge or suspension to be improper, a grievance may be filed in writing at Step 2 of the Grievance Procedure within two (2) regularly scheduled working days of the discharge or suspension. In the event no grievance is filed within that period, the matter shall be deemed dropped by the employee and the Union.

### **Section 8.3 Disciplinary Procedures.**

Disciplinary action taken against an employee with seniority shall be for just cause. When imposing discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than four (4) years prior to the incident giving rise to the current discipline

### **Section 8.4 Employment Application.**

The Employer reserves the right of dismissal upon finding omission of falsification of fact on the employment application.

## **ARTICLE 9: WORK STOPPAGES**

### **Section 9.0 No Strike Pledge.**

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety, and welfare. The Union, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit downs, slow downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the Employer.

### **Section 9.1 Violation of No Strike Pledge.**

Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment, as to employees, and/or exercise of any legal right or remedy against the Union in a court of competent jurisdiction. Cancellation of this Agreement by Employer is an additional remedy available to it.

## **ARTICLE 10: SENIORITY**

### **Section 10.0 Seniority Definition.**

Seniority shall be defined as the length of the employee's continuous service with the City of Portland commencing from his last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

### **Section 10.1 Probationary Period.**

- a. All new employees shall be considered probationary employees for a period of ninety (90) days after which time their seniority shall be as of their last date of hire. If the employee is absent in excess of three (3) working days during the ninety (90) day period, his probationary period shall be extended for a like amount of days. Until an employee has completed his probationary period, he may be laid off, disciplined, or terminated at the City's discretion without regard to this Agreement and without recourse to the Grievance and Arbitration Procedures. The Employer agrees to provide the Union with reasons for the termination of any probationary employee for information purposes.
- b. If an employee who is laid off during his probationary period is returned to work by the City and works at least one (1) calendar month, he shall be credited with such period of work towards completion of his probationary period. If he so completes a total of three (3) months of work within a one (1) year period, he shall be deemed to have completed his probationary period.

### **Section 10.2 Seniority List.**

The employer shall maintain a roster of employees covered by this Agreement showing name, job classification, and date of hire. An up-to-date copy of the seniority list shall be furnished to the Union every six (6) months upon request.

### **Section 10.3 Super-Seniority.**

For purposes of layoff and recall only, the recognized Union representatives shall head the seniority list during the time they hold such representative status. It is expressly understood, however, that the employees covered by this Section must be able to perform the remaining work. The provisions of this Section shall not apply to laid off employees who are selected or elected as Union representatives.

#### **Section 10.4 Loss of Seniority.**

An employee shall lose his seniority and his employment relationship shall end for any of the following reasons:

- a. He is discharged and the discharge is not reversed through the Grievance and Arbitration Procedures;
- b. He retires;
- c. He quits;
- d. He is on layoff status for a period of two (2) years or his seniority, whichever is less;
- e. He accepts employment elsewhere while on a leave of absence or is self-employed for the purpose of making a profit during a leave of absence;
- f. He is absent from work for three (3) consecutive work days unless a reason for such failure, satisfactory to the Employer, is presented.
- g. He provides false or misleading information on any report, during an investigation, or while acting in his capacity as an employee.
- h. He received a settlement for total disability or the employee receives Social Security benefits because the employee has been deemed disabled.

#### **Section 10.5 Temporary Transfers.**

With prior notification to the Union, temporary transfers for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee, where practical, who meets the requirements for such job. Such employees will receive the ninety (90) day rate of pay of the higher classification for all hours worked while filling such vacancies.

#### **Section 10.6 Permanent Transfers and Promotions.**

- a. Permanent transfers and promotions within the bargaining unit will be made on the basis of seniority and qualifications. When as between two (2) or more individuals who are relatively equal in present ability to perform the job available, the most senior employee will be given the job. Job vacancies will be posted for a period of five (5) calendar days setting forth the minimum requirements for the position on all Union bulletin boards. Employees interested shall apply in writing within the five (5) calendar day posting period. The employee given the job shall be granted

fifteen (15) day trial period, with additional time by mutual agreement, to determine;

- (1) His desire to remain on the job.
- (2) His ability to perform the job.

In the event the senior applicant is denied the position, reasons for the denial shall be given in writing to such employee's chief steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure.

- b. During the fifteen (15) day trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, he may be returned to his former classification and notice and reason shall be submitted to the union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for Step 2 of the Grievance Procedure.
- c. If an employee bids on a new classification and the employee exceeds the maximum years of service, his rate of pay will be one step lower than the maximum in the new classification with the corresponding years of service. After one (1) year of service in the new classification, the employee will receive the maximum in that classification.

If an employee bids on a new classification and he does not exceed the maximum years of service, he will go to the corresponding step within the new classification.

All new employees will follow the Annual Salary Table.

#### **Section 10.7 Seniority Employees Transferred Outside the Bargaining Unit.**

If an employee transfers to a position with the City which is not included in the unit covered hereby and he thereafter within twelve (12) months transfers again to a position within such unit, he shall be deemed to have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in the Agreement.

#### **Section 10.8 Temporary Employees.**

Temporary employees, commonly called summer help, will not be covered by, not subject to, any provision in this entire Agreement. The City agrees not to abuse the right to hire temporary employees. They shall not be used to replace or take work which can be performed by the bargaining unit. They shall be used primarily for summer help or in the case of emergency.

The City may use temporary employees to cut grass anywhere in the city or prepare ball fields at any time or day of the week. Temporary employees may also be used for funerals during the week. Temporary workers may be used for funerals on weekends if none of the employees in the floater classification are available. If the City is going to pay someone overtime it will offer that overtime opportunity to the employees in the floater classification before offering overtime to a temporary employee. City agrees to not reduce the number of full-time floater positions, currently 3, in consideration of its ability to use temporary workers as set forth above.

### **Section 10.9 Layoff.**

Whenever it becomes necessary to lay off any employees, the following procedure shall be used:

- a. The City shall notify the Chapter Chairman and the employees affected seven (7) calendar days in advance of the layoff.
- b. The employee in the classification affected with the least seniority will be laid off first and so on, within the classification affected, providing the remaining employees in the classification have the skill and ability to do the required work.
- c. Employees laid off from their classification may exercise seniority to displace the least senior employee in any equal or lower job classification for which the laid off employee has the skill and ability to do the work satisfactorily with normal supervision, but without any additional training. Employees must exercise their bumping rights within three (3) days of the date of layoff.
- d. Ability to do the work satisfactorily is interpreted to mean the employee's ability to meet quality and quantity workmanship or efficiency of an average operator on that type of work within his or her first three (3) working days on the new job.
- e. Seniority does not continue to accumulate during the time an employee is laid off. Seniority is frozen as of the date of the layoff, and it recommences upon the recall of an employee to active employment.
- f. Laid-off employees may continue their hospital benefits as long as they have sick or vacation time that can be credited to the monthly payment for said coverage as approved by the insurance carrier.

In addition, laid-off employees may pay their own expenses for medical coverage with the insurance carrier's approval.

**Section 10.10 Recall.**

When the work force is increased after a layoff, the following procedure will be followed: If an increase in a job classification is necessary, recall of laid off employees from that classification will be made necessary, recall of laid off employees from that classification will be made in order of seniority; the most senior employee being recalled first, whether such employee is on layoff status or has been transferred to another equal or lower-rated job classification in lieu of layoff.

**Section 10.11 Recall Procedure.**

When employees laid off are to be recalled, the following method will be used by the City:

- a. The employee or his spouse will be called by telephone or notified in person of his recall and the date on which he is to return to work.
- b. If an employee cannot be contacted personally under subsection (a) above, the City will send a certified letter notifying the employee of his recall to work and the date of his return. This will be done even if the employee's spouse is contacted.
- c. Any employee notified in accordance with subsections (a) and (b) above who fails to report for work within the time limits set forth in Section 10.4 of the contract shall be considered to have quit.
- d. If the date given in the recall notice is a date beyond the end of the three (3) working day period specified above, the employee shall have until the end of the shift on the day specified to report before being considered as a quit.
- e. It is the employee's responsibility to maintain his correct address and telephone number on file with the City Manager, and the City shall not assume any responsibility in the event notices are not received because the last address or telephone number is not correct; provided, in the event of a layoff, a layoff slip will be issued and will contain the name, address, and telephone number of the employee. A copy of this slip will be signed by the employee and retained by the City.

**ARTICLE 11: HOURS OF WORK**

**Section 11.0 Hours Definition.**

This Section defines the normal hours of work. Employees shall be paid for all hours they are required by management to remain on the job.

**Section 11.1 Normal Workday.**

The normal workday shall be eight (8) hours of work. Generating Plant employees shall be allowed to eat lunch during their eight (8) hour shift. All other employees shall have a non-paid lunch period.

**Section 11.2 Normal Workweek.**

The work period for all employees shall consist of eighty hours (80) over fourteen (14) consecutive days. The normal work schedule will consist of five (5) consecutive workdays, Monday through Friday, and two (2) consecutive rest days. The parties agree that whenever possible, the schedule will be on the basis of this normal workweek. For the purpose of overtime pay compensation the workweek shall be defined to begin Tuesday 12:01 a.m. of each week and end the following Monday night at midnight.

**Section 11.3 Overtime Premium.**

For all employees, time and one-half (1 ½) the employee's regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in any regularly scheduled workday or in excess of forty (40) hours in any one (1) workweek.

**Section 11.4 Paid Time.**

Paid holidays, paid sick days, and paid vacation days falling on a regular workday, Monday through Friday, and not worked shall be counted as time worked for overtime purposes in that week.

**Section 11.5 Shift Scheduling.**

The City reserves the right to establish shift starting and quitting times. The Union will be notified in advance of general changes in starting and quitting times. Such general changes will be discussed at a special conference between the Union representatives and the City Manager. The Employer shall give one (1) week notice prior to any change, except for snow removal and generation plant responsibilities.

**Section 11.6 Break.**

Employees may take a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon, or the first (1<sup>st</sup>) half and second (2<sup>nd</sup>) half of their regular shifts, whichever may apply.

**Section 11.7 Overtime.**

All employees shall be required to work a reasonable amount of overtime when requested by their supervisor. Non-emergency overtime will be scheduled with as much advance notice as possible. Employees at work on a job will normally perform the overtime work

of that job. In assigning overtime work, the supervisor will attempt to have the work performed by those who volunteer to do so. Voluntary overtime hours will be divided as equally as practical among the employees in the classification affected, provided they have the skill and ability to do the overtime work. Questions regarding distribution of voluntary overtime will be discussed between the supervisor and steward as they arise, and the remedy shall be limited to balancing. In the event there is an insufficient number of qualified volunteers, the supervisor will assign the overtime work to the least senior employee(s) in the classification affected who have the skill and ability to do the overtime work.

### **Section 11.8 Call-in Pay**

Employees called in to work prior to their regular shift for unscheduled overtime will receive a minimum of three (3) hours of pay at the rate of time and one-half (1 ½) their regular classification rate. If the call in occurs one (1) hour or less prior to the employee's regular hours of work, the employee will be paid time and one half (1 ½) only for actual time worked prior to the start of the employee's regular work day

### **Section 11.9 Pyramiding.**

Overtime and callback shall not be pyramided for any hour of work.

### **Section 11.10 Saturday and Sunday Scheduled Work.**

Employees scheduled to work on Saturday or Sunday will be paid at the rate of one and one half (1 ½) times their regular rate of pay for their hours worked.

## **ARTICLE 12: LEAVES OF ABSENCE**

### **Section 12.0 Military Service Leave.**

The City and the Union agree that the matter of leave of absence for an employee during the period of his military leave shall be made to the Employer in writing as soon as the employee is notified of acceptance in military service. (Employees in reserve status do not have to comply with notice in cases of emergency call-up.)

### **Section 12.1 Personal Business Leave.**

- a. An employee shall have the right to make written application for leave of absence for a period of up to one (1) calendar month for personal reasons of persuasive nature, which shall be stated in the application. Granting of such leave shall be in the discretion of the City. If the leave is granted, seniority shall be retained and accumulated during the period of leave.
- b. Extension of personal business leave of absence may be granted, in the discretion of the City, for a further period or periods to a total period not to

exceed three (3) calendar months. During such extension or extensions, seniority shall be retained, but it shall be accumulated upon.

**Section 12.2 Extended Sick Leave.**

- a. An employee who is ill or suffers an injury necessitating absence from work will be granted a sick leave of absence for a period up to one (1) year. Sick leave, and any extensions thereof, may be granted for like cause. Seniority shall be retained and accumulated during the first twelve (12) months of a sick leave of absence.
- b. An employee applying for or returning from sick leave of absence may be required by the City to furnish a physician's statement as to his condition.

**Section 12.3 Union Business Leave.**

- a. An employee covered hereby who is elected or appointed to a full-time office in the Union, the fulfillment of the duties of which required a leave of absence, shall be granted a leave of absence up to one (1) year.
- b. One (1) member of the Union elected to attend a function of the Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions. Such leave shall not exceed two (2) calendar weeks in duration.
- c. A request for Union business leave of absence shall be in writing, shall be submitted by the Chapter Chairperson of the local unit, shall be submitted to the City Manager two (2) weeks before the leave if leave exceeds one (1) day, and shall state the general purpose for which the Union business leave is requested.

**Section 12.4 Paid Sick Leave.**

- a. All members covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, with unlimited accumulation. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically. If at any time during the year (year being July to July) the employee accumulates ninety (90) sick leave days, that employee will be given four (4) additional vacation days with pay. Also, when an employee has accumulated one hundred twenty (120) days' sick leave, that employee will be given an additional four (4) days vacation with pay. Employees hired on or after July 1, 2022 shall not be entitled to additional vacation days based upon accumulated sick leave.

- b. Employees shall furnish upon request satisfactory evidence of illness where sick leave absences exceed three (3) consecutive working days. Satisfactory evidence of illness may be required by the City for each absence, regardless of duration, if the City has reason to believe the employee is abusing sick leave privileges. Falsification of a medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline.
- c. An employee eligible for sick leave with pay must use such leave for the following.
  - (1) Absence due to illness in the employee's immediate family is limited to husbands, wives, children, and parents.
  - (2) Absence to act as pallbearers.
- d. Only the sick leave record kept by the City office shall be considered official. Those records may be reviewed by the employees and any question as to the accuracy of this record shall be subject to the Grievance Procedure. All Sick Leave must be requested in writing to the Department Head who will deliver said request to the City Office so the official record can be updated.
- e. The City agrees that each employee shall be allowed the option of cashing in one half of their unused sick leave each year provided that employee must have a minimum of twenty-five (25) sick leave days accumulated before they will be allowed to cash in sick days.
- f. For illnesses that extend more than thirty (30) days, an Employee may apply for long-term disability.
- g. Fringe benefits will be paid by the City for any leave duration, as long as the employee is paid by long-term disability, worker's compensation, and/or accrued leave.

### **Section 12.5 Personal Leave Days.**

Each employee covered by this Agreement will be granted four (4) personal leave days per year with pay, not to be deducted from sick leave or vacation leave, which may be used by the employee as the employee sees fit. Employees must submit a request to the Employer at least one (1) day in advance of the requested time off unless such advance notice is excused by the Employer.

An employee may, at his/her option, convert up to one (1) week of vacation to personal leave, if and when personal leave (above) is exhausted.

**Section 12.6 Funeral Leave.**

- a. Employees will be allowed at their request up to five (5) workdays per occasion with pay as funeral or bereavement leave, not to be deducted from sick leave or vacation leave, for the death of a member of the immediate family. Immediate family is defined as being: spouse, child, parent, brother, sister, grandchild, grandparents, or a dependent, in-laws, or other persons in the employee's household for whom financial care is the employee's principal responsibility.
- b. At his request, an employee shall be allowed one (1) workday per year with pay as funeral leave, not to be deducted from sick leave or vacation leave, for the death of a relative not mentioned above or a close friend or fellow employee.

**Section 12.7 Jury Duty.**

Employees summoned by the court to serve as jurors shall be given a leave of absence for the period of their jury duty. For each day an employee serves as juror when he otherwise would have worked, he shall receive the difference between his regular straight time rate for eight (8) hours and the amount he receives from the Court. In order to receive jury duty pay, an employee must: (1) give the Employer advance notice of the time he is to report for jury duty; (2) give satisfactory evidence he served as a juror at the summons of the court on the day he claims such pay; and (3) return to work promptly if, after he is summoned by the court, he is excused from service.

**ARTICLE 13: HOLIDAYS**

**Section 13.0 Holiday Pay.**

Subject to the conditions hereinafter set forth, the City agrees to pay to its employees eight (8) hours pay at their hourly rate then in effect for the following holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve. One (1) day each year to be agreed upon between the Employer and Union.

The employee's birthday shall be established as a holiday. However, the employee must take the day off, unless because of emergency he is required to work. If requested to work, he will be paid his regular pay plus eight (8) hours for his birthday. In addition, employees shall receive the three (3) workdays following Christmas. If an employee is required to work any of the three (3) workdays following Christmas, he will receive another day off at the rate of time and one-half (1 ½). Such day shall be taken at the employee's discretion prior to the end of the fiscal year in which the time was earned. If an employee is required to work beyond his regular scheduled shift on any of

the three (3) workdays following Christmas, he shall receive pay in accordance with Section 13.3.

**Section 13.1 Holiday Eligibility.**

In order to qualify for holiday pay, an employee must have worked their last scheduled work day immediately preceding and the next scheduled work day immediately following the holiday unless on an approved paid day off on such days.

In the event of tardiness of no more than thirty (30) minutes on either scheduled workday preceding the holiday or following the holiday, the City must permit the employee to collect his holiday pay, provided the employee can establish a reason satisfactory to the City for such tardiness.

**Section 13.2 Weekend Holidays.**

When a holiday falls on a Sunday, Monday shall be considered the holiday for the purpose of this provision. When a holiday falls on a Saturday, Friday shall be considered the holiday. Employees who are regularly scheduled to work on holidays shall receive (8) hours pay if a holiday falls during one of their scheduled days off. Such eight (8) hours shall not be used for the purpose of computing overtime.

**Section 13.3 Holiday Work.**

If an employee works on any holiday, he shall receive time and one-half (1 ½) his regular hourly rate for the number of hours worked, plus holiday pay only. If an employee is rescheduled to work on the holiday but fails to report for work, he shall forfeit his holiday pay unless he can substantiate by a doctor's certificate if requested by the City that he was ill.

**Section 13.4 Holiday Pay During Layoff or Leave of Absence.**

Employees on layoff or on leave of absence are not eligible to receive holiday pay except as provided in Section 13.1.

**Section 13.5 Holiday During Vacation.**

If such a holiday falls within an employee's scheduled vacation period and the employee would have been eligible for holiday pay for that holiday but for the vacation, the employee shall receive the holiday pay for that holiday in addition to his vacation pay.

**ARTICLE 14: VACATIONS**

**Section 14.0 Vacations.**

All employees will be granted vacation in accordance with the following schedule:

<b>Years</b>	<b>Vacation Hours</b>
1 year up to 5 years	80 hours
5 years up to 10 years	120 hours
10 years up to 15 years	160 hours
For those hired prior to September 1 1998	
15 plus years	200 hours

Vacation time shall be earned on a yearly basis and may be used as soon as it is earned. Vacation time may be taken in no less than one half (1/2) hour periods and any lessor amount of actual time off will be considered as one half (1/2) hour. If vacation is to be used in increments greater than one (1) day, the employee shall give the City at least three (3) days advance notice.

**Section 14.1 Vacation Accumulation.**

Employees are encouraged to take annual vacations. An employee may accumulate up to eighty (80) hours vacation, provided the employee must take at least forty (40) vacation hours each year. Effective July 1, 2022 employees may cash out up to eighty (80) hours of their vacation time during the year (twelve (12) month period based on the employee’s anniversary hire date). Employees hired prior to September 1, 1998 may cash out up to one hundred twenty (120) hours of unused vacation. Employees will be paid for all accumulated vacation hours in excess of eighty (80) hours at their current salary rate in the first pay period beginning on or after their anniversary date of hire. Such determination will be made prior to crediting new earned vacation.

Employees separated from the City shall be paid their normal salary rate for their earned but unused vacation except that employees separated during their first (1<sup>st</sup>) year of employment will not be entitled to any vacation pay. Employees effectively terminated for gross misconduct shall not be paid any earned vacation time.

(Gross misconduct refers to behavior that is so severe that it may result in immediate dismissal, such as being intoxicated or illegal drug use while on duty, stealing, sexual harassment, workplace violence, etc.)

**Section 14.2 Computation.**

Vacation pay shall be computed at the employee’s present rate of pay and a full day of vacation shall be paid for at the rate of eight (8) hours of pay.

**Section 14.3 Scheduling.**

To the extent possible considering the City requirements, the City agrees to provide vacation time off at the time most suitable to the employees involved. It is not possible to give all employees their choice of vacations. Vacation scheduling will be “first come first served” selection, in order of seniority. Requests may be submitted throughout the

year and must be answered with approval or denial within thirty (30) days of submission. Once approved, vacation leave may not be rescinded except for emergency situations.

#### **Section 14.4 Payments.**

An employee who schedules a vacation will be given his vacation pay with the paycheck he receives immediately preceding his vacation providing he so notifies the employer three (3) weeks in advance in writing.

### **ARTICLE 15: INSURANCE AND PENSION**

#### **Section 15.0 Health Insurance.**

The City agrees to provide a Health Care Plan that includes Hospitalization, Dental, and Vision coverage. The Plan descriptions and summaries are attached to this Agreement as Appendix "A".

#### **Section 15.1 Employee Health Care Contributions and Payment in Lieu of Insurance**

All employees that are eligible for and opt for insurance coverage through the City will contribute twenty percent (20%) as premium sharing for health insurance, including hospitalization, dental, vision, health savings accounts, health reimbursement arrangements, and applicable claims tax.

The City will advance the covered employees' share of their health savings account so that accounts are one hundred percent (100%) funded in January. The City will recover the amounts advanced by withholding the amount advanced divided by the number of pay periods between January 1<sup>st</sup> and June 30<sup>th</sup>.

The premium sharing percentages above will apply to any increases in Health Savings Accounts or Health Reimbursement Arrangements (e.g. the Employer will only contribute or reimburse its share based on these percentages).

The City will pay one thousand two hundred dollars (\$1,200.00) per year in lieu of health insurance to employees hired prior to July 1, 2013 so long as the employee can show they have health insurance coverage from another source. There is no payment in lieu of health insurance benefit for employees hired after July 1, 2013 who opt out.

#### **Section 15.2 Re-opener**

Both parties mutually agree to re-open the contract for discussions on health care issues at either party's request.

### **Section 15.3 Retiree Health Care**

The City agrees to provide hospitalization insurance for future retirees, until they reach the age of 65, or are eligible for Medicare, whichever is first based on the following formula: Employer will pay for one twenty-fifth (1/25) of the employer's share of the monthly premium hospitalization premium for each year of service. Eligible retirees shall contribute to the Health Insurance Premium at the same rate that active employees of the bargaining unit contribute.

Employees who have reached age fifty-five (55) and who are receiving MERS retirement funds will be given an extension to COBRA of eighteen (18) months up to forty-two (42) months for a total of sixty (60) months under the COBRA statutes.

Retirees shall not be eligible to collect hospitalization insurance unless they are receiving MERS retirement funds, have attained the age fifty-five (55), and have at least ten (10) years of service at the time of retirement from City employment. Employees who retire prior to age fifty-five (55) are not eligible for this benefit until they attain the age of fifty-five (55). Employees who separate service from the City and have deferred vested status with MERS are not eligible for retiree health care benefits. Should the retiree accept a position which would qualify him for medical benefits at another place of employment, the retiree will forfeit eligibility for the City's retiree medical plan, while employed with said employer.

Employees hired on or after July 1, 2013, are not eligible for the retiree health care described above and must contribute three percent (3%) of wages into a Health Care Savings Plan (HCSP).

### **Section 15.4 Term Life Insurance.**

The Employer agrees to pay the cost of fifty thousand dollars (\$50,000.00) of term life insurance and fifty thousand dollars (\$50,000.00) of Accidental Death and Dismemberment insurance for full time employees. The Employer agrees to pay the cost of five thousand dollars (\$5,000.00) for term life insurance for retirees, who are drawing MERS retirement. Within thirty (30) days, the retiring employee may elect to purchase an additional five thousand dollars (\$5,000.00) of term life insurance at his own expense.

### **Section 15.5 Pensions.**

- a. Employees hired on or after July 1, 2013 are not eligible for to participate in the pension program until they successfully complete 90 days of employment with the City.

The Employer agrees to furnish existing bargaining unit employees hired before July 1, 2010 with the Michigan Municipal Employees' Retirement System (MERS) B-4, V-10, FAC-5, F50 (25 years) Plan. Bargaining unit members

enrolled in the MERS plan B4 with the F 50/25 waiver, must contribute a three (3%) percent of gross wages each payroll into the MERS retirement plan.

Bargaining unit members hired on or after July 1, 2010 will receive a MERS Hybrid Pension Plan with a one percent (1%) Defined Benefit Pension Multiplier that cannot be increased and a Defined Contribution portion. New hires must contribute three percent (3%) of wages to the Defined Contribution portion. The Employer's contribution is capped at seven percent (7%). If the defined benefit portion costs less than seven percent (7%), the difference will be contributed to the employee's Defined Contribution portion.

- a. An employee shall be eligible for full retirement upon reaching the age of 50 if the employee shall have completed twenty-five (25) years or more of service. The City further agrees to waive Section 47 (F) of the Act.
- b. Prior Military Service Credit. Eligible employees may purchase retirement benefits for military service in accordance with MERS Plan requirements and solely at the employees' cost.

#### **Section 15.6 Unemployment Compensation.**

The Employer will make available unemployment compensation for the bargaining unit employees.

#### **Section 15.7 Long Term Disability.**

Effective July 1, 1995 the City will provide a long-term disability program equal to sixty-six and two thirds percent (66 2/3%) of the employee's bi-weekly wage not to exceed two thousand five hundred dollars (\$2,500.00) per month. There shall be a thirty (30) day waiting period to qualify for this benefit. Employees may use sick or vacation time to bring their payment up to one-hundred percent (100%) of their bi-weekly wage.

### **ARTICLE 16: CLASSIFICATION AND RATES**

#### **Section 16.0 Wages.**

The rates shown in the scale below reflect the changes as listed:

Effective the first full payroll period after signing by City Council, but no earlier than July 1, 2022, wages shall increase by three percent (3%) at all levels and classifications.

Effective the first full payroll period after July 1, 2023, wages shall increase by three percent (3%) at all levels and classifications.

Effective the first full payroll period after July 1, 2024, wages shall increase by two and three quarter percent (2¾%) at all levels and classifications.

The pay for the Water Tech Position was restructured because of the educational benefit provided for obtaining required water licenses.

Classification	Classification MI Municipal League	Pay Grade	Hourly Rate 22-23	Hourly Rate 23-24	Hourly Rate 24-25
			3.00%	3.00%	2.75%
Electric Department					
Certified Senior Lineman (Foreman)	Electric Maintenance Worker III	8	\$35.50 - \$44.78	\$36.57 - \$46.13	\$37.58 - \$47.39
Certified Lineman/ Crewleader	Electric Maintenance Worker II	7***	\$34.09 - \$43.02	\$35.12 - \$44.31	\$36.08 - \$45.53
Certified Lineman	Electric Maintenance Worker I	7	\$32.68 - \$41.25	\$33.66 - \$42.49	\$34.59 - \$43.66
Waste Water Department					
Sewer Plant Laborer	Wastewater Treatment Assistant	4	\$21.48 - \$27.49	\$22.12 - \$28.31	\$22.73 - \$29.09
Sewer Plant Operator B	Wastewater Treatment Assistant	5*	\$24.71 - \$31.60	\$25.45 - \$32.55	\$26.15 - \$33.44
Sewer Plant Operator C	Wastewater Treatment Assistant	4*	\$23.27 - \$29.76	\$23.97 - \$30.65	\$24.63 - \$31.50
Sewer Plant Operator D	Wastewater Treatment Assistant	4*	\$22.36 - \$28.63	\$23.03 - \$29.48	\$23.67 - \$30.29
DPW					
Foreman	Municipal Maintenance Worker II	6*	\$26.15 - \$33.49	\$26.93 - \$34.50	\$27.67 - \$35.44
Mechanic	Equipment Mechanic	4****	\$22.51 - \$28.52	\$23.18 - \$29.38	\$23.82 - \$30.18

Water Tech.	Water System Maintenance Worker	5*	\$23.70 - \$30.34	\$24.47 - \$31.25	\$25.08 - \$32.11

Maintenance/DPW **	Municipal Maintenance Worker I	4	\$21.48 - \$27.49	\$22.12 - \$28.31	\$22.73 - \$29.09
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Cemetery Laborer **	Municipal Maintenance Worker I	4	\$21.48 - \$27.49	\$22.12 - \$28.31	\$22.73 - \$29.09
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- a. \* Add 40% of the difference between pay grades 4 and 5 to pay grade 4 as compensation for a Class D Wastewater license for the Wastewater Plant Operator position.
- b. \* Add 80% of the difference between pay grade 4 and 5 as compensation for a Class C Wastewater license for the Wastewater Plant Operation position.
- c. \*Add 40% of the difference between pay grades 5 and 6 to pay grade 5 as compensation for a Class B Wastewater license for the Wastewater Plant Operation position.
- d. \*Pay for Limited Treatment Water License and for Distribution System License issued by the State Department of Environmental Quality shall be in accordance with the following schedule:

Limited Treatment License		Distribution System License	
D4 - \$300		S4 - \$200	
D3 - \$600		S3 - \$400	
D2 - \$1300	2022	S2 - \$900	2022
\$1400	2023	\$1000	2023
\$1500	2024	\$1100	2024

The educational benefit shall not be added to the employee’s base rate, but shall be paid the last paycheck in November each year. The educational benefit shall be prorated based on weeks worked while at the respective benefit level for the current calendar year (e.g. if the benefit level is obtained on July 1, the employee would receive fifty percent (50%) of the annual benefit) and shall not be pyramided.

\*\* Indicates “pooling classification”. Pooling means that the employees within this classification may be used anywhere depending upon the needs of the City.

\*\*\* Add 50%, of the difference between pay grade 7 and 8 to paygrade 7 as compensation

for the certified lineman crewleader. 2022-2025 contract increases the electric lineman by \$2.00 before across the board increases and the mechanic position \$1.00 before across the board increases.

**Section 16.1 Starting Rates for New Employees.**

New employees hired into the bargaining unit may be placed within the pay scale based upon their prior experience.

**Section 16.2 New Classifications.**

Whenever the Employer establishes a new classification within the bargaining unit covered by this Agreement, the Chapter Chairperson shall be notified in writing of the classification and rate of pay assigned to the classification. The Union shall have fifteen (15) calendar days from receipt of such notification to object to the assigned rate. If an objection is raised, the parties shall meet within thirty (30) calendar days to negotiate any changes which might be required. If the parties are unable to agree to a rate, the issue may be presented for mediation.

**Section 16.3 Standby Pay for Electric Crew, DPW and Wastewater Employees.**

Both parties agree to the following standby policy and pay for Union personnel:

- a. One employee for the DPW and Wastewater and one employee for the Electric Department will be required to remain on call each week from 3:30 p.m. Tuesday to 3:30 p.m. the following Tuesday and said employees shall receive eight (8) hours straight time pay at the foreman rate for the DPW and Wastewater departments and eight (8) hours of straight time pay at the Senior Lineman rate for the Electric Department per week for such on call duty. If the standby employee is called in during standby they will receive a minimum of three (3) hours of pay at one and one half (1 ½) times the foreman rate of pay.
- b. Employees who are on call shall be in condition to perform their normal duties when answering calls.

**Section 16.4 Mutual Aid – Storm/Emergency Response Pay**

Employees required to respond to calls for mutual aid by the Employer will receive double their straight time wage, including travel time from the City work location to the mutual aid community and back, so long as the City is reimbursed these costs from the community requesting mutual aid.

## **ARTICLE 17: MISCELLANEOUS**

### **Section 17.0 Captions.**

The captions in each Section of the Agreement are for identification purposes only and are not a substantial part of this agreement.

### **Section 17.1 Gender.**

Reference to the male gender shall apply equally to the female gender and vice versa.

### **Section 17.2 Change in Personal Status.**

Employees shall notify the Personnel Department of any change of name, address, telephone number, marital status, or number of dependents promptly, within ten (10) days after such change has been made. The City shall be entitled to rely upon the employee's last name, address, telephone number, marital status, and number of dependents shown on its records for all purposes involving his employment and this Agreement.

### **Section 17.3 Separation-Voluntary Termination.**

All employees, if possible, will notify their supervisor in writing two (2) weeks prior to voluntarily terminating employment with the City. An exit interview will be arranged in the Personnel Office for all employees leaving the City.

### **Section 17.4 Successor to City.**

In case of successor to the Employer, the successor or successors will be notified of the existence of this binding Agreement with the City of Portland and given a copy of it.

### **Section 17.5 Supervisory Employees.**

Supervisory personnel outside of the bargaining unit may perform bargaining unit work to supplement the work of the bargaining unit work force and/or in the absence of bargaining unit employees.

### **Section 17.6 Contracting and Subcontracting.**

The Employer, should it exercise its right to subcontract bargaining unit work, will bargain the impact and effect of that decision. The Employer will endeavor to place any displaced employee in another bargaining unit position in an equal or lower classification for which he/she has the skill and ability to do the work satisfactorily with normal supervision but without additional training.

### **Section 17.7 Work Rules.**

The Employer reserves the rights to establish reasonable work rules and regulations. In the event the Employer amends and/or establishes new work or safety rules, they shall be subject to discussion with the Union representatives and shall be posted or made available to all employees prior to the effective date. Such work rules and regulations are subject to the grievance procedure for a period of up to sixty days after implementation of a new policy.

### **Section 17.8 Union Bulletin Boards.**

- a. The City agrees to provide a location which may be used by the Union for the following notices: Notices of Union meetings; notices of Union elections and the results where they pertain to the Employer's employees; and notices of Union recreational and social events.
- b. It is further agreed all notices including those posted by the Union provided for herein and those posted by the employees shall not be mutilated, destroyed, or defaced by the employees. If same should occur, the affected employee shall be subject to disciplinary action.
- c. The Union agrees notices shall not be politically partisan, derogatory, or critical of the City or the City's officers, agents, supervisors, employees, departments, or subdivisions: nor shall such notices be derogatory or critical of the services, techniques, or methods of the Employer.

### **Section 17.9 Supplemental Agreements.**

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

### **Section 17.10 Medical Dispute Resolution.**

In the event of a dispute involving an employee's physical or mental ability to perform his job and the City is not satisfied by the determination of the treating physician, the City may require the employee to be examined by a doctor of its choice and at its expense. If the dispute still exists, final resolution, binding on both parties, shall be a report of a third (3<sup>rd</sup>) doctor, who shall be a specialist in the area in question, chosen by the employee's doctor and the City's doctor jointly. The cost of this report shall be shared equally by the City and the Union.

### **Section 17.11 Non-Bargaining Unit Employees.**

Non-bargaining unit employees including grant, project, CETA, and temporary employees shall not perform work ordinarily and customarily performed by the cemetery

laborer while bargaining unit employees are on layoff status except by mutual agreement between the City and the Union. This agreement only applies to the cemetery grounds and does not preclude the use of the building at the cemetery by other City departments for their work. This agreement shall not take precedence over any Section of the collective bargaining agreement.

**Section 17.12 Uniforms.**

- a. The City agrees to reimburse each employee up to a maximum amount of three hundred dollars (\$300.00) per year for the purchase of boots, shoes, carhart and coveralls when purchased by the employee for work related use. The employee shall present a paid bill to the City and a written note asking for reimbursement. Designated employees may be required to wear steel-toed shoes.
- b. The City agrees to provide uniforms for each employee up to a maximum of four hundred dollars (\$400.00) per employee per year. The City agrees to provide uniforms for each electric department employee up to a maximum of \$500.00 per employee per year. This amount is in addition to the amount mentioned in Section 17.12 (a).

**ARTICLE 18: CDL LICENSE**

**Section 18.0 CDL.**

The City agrees to pay for the routine expenses incurred by each employee in obtaining and/or renewing the appropriate CDL License as required by the City and State Law.

**ARTICLE 19: LONGEVITY PLAN**

**Section 19.0 Longevity.**

Here are the guidelines for a longevity plan applicable for all full-time positions.

- a. Schedule of Plan.

<b>Years of Service:</b>	<b>1-4</b>	<b>5-9</b>	<b>10-14</b>	<b>15-19</b>	<b>20-24</b>	<b>25 +</b>
<b>Percent of Wages:</b>	0%	2%	2 ½%	3%	3 ½%	4%

- b. A ceiling of one thousand two hundred dollars (\$1200.00) is placed on the maximum longevity check to be paid to an employee.
- c. Longevity pay will be distributed to employees in a single check, once a year, in the last payroll of November.

- d. Calculation of years of service will be based on service through December 31<sup>st</sup> of each year, commencing December 31, 1981.
- e. Employees who take leave of absence, leave, or retire from employment during the calendar year, shall receive longevity pay prorated on the number of weeks worked in that partial year. In addition, for employees who take a leave of absence, the anniversary date of employment shall be extended by all leave of absence time for the purpose of computing years of service. In a rehiring situation, the rehiring date will be the date of record for calculating longevity.

## **ARTICLE 20: RE-OPENER TO BARGAIN FOR EQUAL BENEFITS**

### **Section 20.0 Re-opener to Bargain for Equal Benefits.**

Both parties mutually agree to re-open the contract for discussions on extending a fringe benefit provided to other City Employees to the members of this bargaining unit, at either party's request.

## **ARTICLE 21: DRUG FREE WORKPLACE**

### **Section 21.0 Drug Free Workplace.**

The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public.

Safety-sensitive employees, as defined in the applicable Department of Transportation regulations, are subject to random, pre-employment, post-accident, reasonable suspicion, return-to-duty and follow up testing.

An employee assistance program is available to employees with personal problems, including those associated with alcohol or controlled substances use. Employees testing positive for drugs or alcohol will be expected to complete rehabilitation program. Failure to complete such a program may lead to disciplinary action up to and including discharge.

All controlled substances and alcohol test shall be conducted in accordance with the Omnibus Transportation Employees Testing Act of 1991 and federal testing guidelines. Test must be performed by a laboratory that is federally certified to conduct such tests.

All time spent in the performance of an alcohol or controlled substance test, including travel time, will be paid at the employees' regular rate of pay or at their overtime rate, if applicable.

The employer shall pay all costs associated with the administration of alcohol and controlled substance tests. Records concerning an employee's treatment for alcohol and drug related problems shall remain strictly confidential and shall remain separate from other personnel materials. However, violation of City Work Rules regarding drug and alcohol use will result in disciplinary action up to and including discharge.

## **ARTICLE 22: ASSIGNMENT OF OVERTIME**

### **Section 22.0 Assignment of Overtime.**

If the Union believes the Employer is being unreasonable in its assignment of overtime, it will be a proper subject for a special conference.

## **ARTICLE 23: WAIVER**

### **Section 23.0 Waiver.**

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

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

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

Any section of this agreement, which is ruled to be inconsistent with present or future state or federal laws or statutes, shall become null and void without effect on the remaining sections. Either part, upon written notice to the other, may request negotiations to replace or amend the section declared null and void. Upon receipt of the request to negotiate, the parties shall meet.

**ARTICLE 24: TERMS OF AGREEMENT**

**Section 24.0 Duration.**

This Agreement shall become effective July 1, 2022 and continue in full force and effect until 11:59 PM on June 30, 2025. If either party desires to amend and/or terminate this Agreement, it shall sixty (60) days prior to the above termination date, give written notification of same. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union at 667 East Big Beaver, Suite 205, Troy, Michigan 48083 and to the Employer at 259 Kent Street, Portland, Michigan 48875, Attention: City Manager, or to any such address as the Union or Employer may make available to each other.

CITY OF PORTLAND



James E. Barnes, Mayor

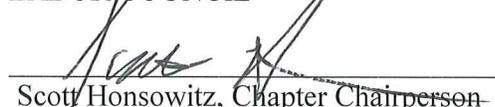


Monique I. Miller, City Clerk



S. Tutt Gorman, City Manager

CITY OF PORTLAND  
GOVERNMENTAL EMPLOYEES  
LABOR COUNCIL



Scott Honsowitz, Chapter Chairperson



Tim Krizox, Union Steward



David Thomas, Labor Representative  
GELC

Dated this 20<sup>th</sup> of June, 2022.



**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

Council Member \_\_\_\_\_, supported by Council Member \_\_\_\_\_, made a motion to adopt the following resolution:

**RESOLUTION NO. 25-39**

**A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE  
CITY OF PORTLAND AND THE CITY EMPLOYEES REPRESENTED  
BY THE POLICE OFFICERS LABOR COUNCIL (POLC)**

**WHEREAS**, the City representatives met with representatives of the Police Officers Labor Council (POLC) to negotiate terms for a new contract; and

**WHEREAS**, after several meetings the City and the POLC bargaining committee came to a tentative agreement ratified by POLC, a copy of which is attached as Exhibit A; and

**WHEREAS**, the City Manager recommends that the City Council approve the proposed agreement, a copy of which is attached as Exhibit A.

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The Portland City Council approves the proposed agreement attached as Exhibit A and the City Manager is directed to prepare and the Mayor and City Clerk are authorized to sign the new agreement between the City and the City Employees represented by the POLC consistent with this Resolution.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 16, 2025

\_\_\_\_\_  
**Monique I. Miller, City Clerk**





or physical illness, injury or health condition; or preventive medical care for a family member of the employee.

(c) If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

(d) For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.

(e) For the closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

E. For the purposes of this policy, "family member" includes all the following:

(a) Biological, adopted or foster child, stepchild, or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.

(b) Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.

(c) A person to whom the employee is legally married under the laws of any state or a domestic partner.

(d) A grandparent.

(e) A grandchild.

(f) A biological, foster or adopted sibling.

(g) Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

F. Employees will not be penalized or retaliated against in any way for requesting or using accrued paid sick time for the purposes designated above.

G. Employees must provide notice if the need to use sick time is foreseeable, not to exceed 7 days before the date the earned sick time is to begin. If the employee's need for the earned sick time is not foreseeable, the employee must give notice as soon as practicable. A Payroll Change and Request form for Paid Sick Time shall be filled out as soon as practicable and signed by the employee (when possible) and submitted to the Department Head, or Human Resource Director, in his/her absence. Earned sick time may be used in 1-hour or more increments. The amount of sick time charged to an employee during any absence shall be equal to the number of regularly scheduled hours the employee would have worked during such absence. Sick time will not be allowed in advance of being accrued.

H. For use of earned sick time of more than 3 consecutive days, the City may require reasonable documentation that the earned sick time has been used for a purpose described in this policy or under section 4 of the Act. The employee must provide the documentation to the City not more than 15 days after the City's request.

I. Only the sick leave record kept by the City Office shall be considered official. These records may be reviewed by the employee and any question as to the accuracy of this record shall be subject to the Complaint Procedure. Unless otherwise covered by the Family Medical Leave Act or other applicable law, all sick leaves must be requested in writing to the Department Head who will deliver said request to the City Office so that the official record can be updated.

J. The Employer may request as a condition of any sick leave a medical certificate setting forth the reasons for the sick leave if there is reason to believe the health and safety of personnel may be affected or the employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

K. Sick leave is a benefit for employees to be used in cases of illness. It is not a benefit to be converted to cash. Employees whose employment status is severed forfeit all accrued sick leave benefits.

L. After the employee exhausts paid sick leave benefits, then such leave shall be without accumulation of any fringe benefit predicated on length of service with the Employer.

M. Before an employee absent from his duties for fourteen (14) consecutive days returns to work, he shall demonstrate to the satisfaction of the Employer s/he is fit to perform their duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work for the Employer from a layoff or leave of absence of any kind and the Employer is not satisfied with the determination of the treating physician, the Employer may require a report from a medical doctor of its own choosing and at its own expense.

If the dispute still exists, final resolution binding on both parties shall be a report of a committee, consisting of three (3) physicians, one of whom shall be selected by the Employer, one by the employee, and the third by the first two physicians so named. The report shall be in writing to the Employer and the Union. The cost of this report shall be shared equally by the Employer and the Union.

N. The City and the Union mutually agree the following procedure will be used for transferring sick time between members of the Union: 1) The transfer of sick time is strictly voluntary on the part of the employees; 2) The transfer of vacation or personal time is prohibited; 3) No sick time will be transferred to any sick employee until that employee depletes all sick, vacation and personal time; 4) Any employee who elects to transfer sick time must do so in writing by forwarding a form, provided by the City, to the City Clerk stating how many hours, or days, they wish to transfer and to whose account the time is to be credited; 5) The rate of pay for the transferred sick time shall be the rate of pay of the person receiving the sick time; 6) Employees who elect to transfer sick time must understand that they are, in effect, giving up that time and it will never be returned to their account and; 7) The City reserves the right, in its sole discretion, to terminate this procedure at any time if it believes that such termination would be in the best interest of the City and the Union shall have no recourse of any kind regarding said termination.

O. For illnesses that extend more than thirty (30) calendar days, an employee may apply for long-term disability.

P. Fringe benefits will be paid by the City for any leave duration, as long as the employee is being paid by long-term disability, worker's compensation, and/or accrued leave.



Article 13 Hours of Work and Overtime Section 9. Any employee assigned by the Chief to perform Field Training, for which the officer is qualified to perform, will receive an additional \$3.00 per hour while so assigned. Supervision can perform Field Training.

7. Wages & Appendix A

Article 14 Wages Section 1 Classifications and Wages. Listed in Appendix A and incorporated herein are the regular rates of pay for the classifications covered by this Agreement.

Effective the first full payroll period after signing by City Council, but no earlier than July 1, 2025, wages shall increase by three percent (3%) at all levels and classifications.

Effective the first full payroll period after July 1, 2026, wages shall increase three percent (3%) at all levels and classifications.

Effective the first full payroll period after July 1, 2027, wages shall increase by three percent (3%) at all levels and classifications.

8. Uniforms and Equipment

Article 16 Uniform and Equipment Section 1 Uniform Allowance. The City shall reimburse up to three hundred (\$300) dollars per fiscal year for officer boots and uniform clothing. Payment shall be issued on a reimbursement basis per fiscal year.

Article 16 Uniform and Equipment Section 2. Uniforms. The Employer shall provide laundry facilities, (washer, dryer, laundry products) for officers use while on duty. Officers shall keep their uniforms clean, well brushed, and pressed. They shall wear polished shoes and all leather accessories dyed and polished. The City agrees to provide uniform issuance and replacement items to each employee within a reasonable time.

9. Article 17 Section 15 Training.

The employer agrees to provide officers with the annual Continuing Professional Education established under Public Act 1 of 2023 and as required by MCOLES. The employer shall pay all reasonable fees and costs associated with approved training. Any training lasting three days or longer will count as officers duty time for that period. In no case shall the officer lose any regular pay as a result of attending training unless the officer agrees to such a loss in advance. Attendance at training shall not cause an officer to work his normal days off unless by mutual agreement of the officer or unless overtime provisions apply.

10. Article 12 Section 2 Holiday Credits;

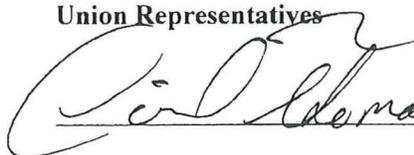
The parties agree that, because of scheduling difficulties, the fourteen (14) holidays (14x8 hours = 112 hours) will be accumulated as they are earned and paid in one lump sum check the first paycheck in June of each year or up to 56 hours of it added to their vacation time and the remainder if any paid to the employee, at the option of the employee, or the holiday itself, he will not receive vacation credit for the holiday unless his absence is excused. If an employee terminates his employment, he will not receive vacation credit for holiday occurring after the last day worked, even though the holiday may fall within the period of his projected terminal vacation leave.

11. Non-identified contract language remains current

**City Representatives**

 6/13/25

**Union Representatives**

 6-13-25

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF PORTLAND

AND

THE POLICE OFFICERS LABOR COUNCIL  
PORTLAND POLICE DEPARTMENT DIVISION



[July 1, 2022 to June 30, 2025]

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## AGREEMENT

This Agreement entered into as of the \_\_\_\_ day of May, 2022 by and between the City of Portland, Michigan, hereinafter referred to as the "Employer" or the "City," and the Police Officers Labor Council, Portland Police Department Division, hereinafter referred to as the "Union."

### PURPOSE AND INTENT

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and set forth herein the Agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in establishing a proper service to the community. To these ends, the City and the Union encourage to the fullest degree, friendly and cooperative relationships between the respective representatives at all levels and among all employees.

### ARTICLE 1. RECOGNITION

**Section 1. Collective Bargaining Unit.** The City hereby agrees to recognize the Union as the exclusive collective bargaining representative as defined in Public Act 379 of the Public Acts of the State of Michigan of 1965, as amended, for the employees of the City included in the following collective bargaining unit:

All full time employees of the City of Portland classified as patrolman and sergeant, BUT EXCLUDING all part-time or temporary employees, dispatchers, the Chief of Police, all Supervisors, and all other employees.

### ARTICLE 2. REPRESENTATION

**Section 1. Collective Bargaining Committee.** The City agrees to recognize a collective bargaining committee of the Union comprised of not more than two (2) employee representatives. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances for members of the collective bargaining unit as provided in the Grievance Procedure. Members of the collective bargaining committee shall also meet with City Officials for the purpose of negotiating modifications to this Agreement. The Union shall furnish the City in writing the names of its collective bargaining committee members before they shall be recognized.

### ARTICLE 3. DUES AND VOLUNTARY ASSOCIATION

The Employer hereby agrees to deduct dues, and/or initiation fees of the individual employee to the Union to the extent and as authorized by the laws of the State of Michigan and by such employee upon the following terms and conditions:

- a) Each employee who desires to have such dues, assessments and/or initiation fees deducted from his earnings shall execute the Employer's "Union's Membership and Union Dues Check-Off" form. (Appendix C).
- b) During the life of this Agreement the Employer shall place such deduction or deductions in effect at the first pay period following receipt of same and continue same unless or until revoked in writing by the employee.
- c) The Employer shall transmit such deduction, together with a list of employees paying same, to the Treasurer of the Union, designated in writing by the Union, and shall do so as soon as possible after the 5<sup>th</sup> day of the following month.

Employees covered by this Agreement at the time it becomes effective may be members in good standing in the Union or elect not to be.

All new employees may, choose to become members of the Union, either directly or through payroll deduction provisions set forth above. Fees shall be solely determined as provided by the Union's Constitution and Bylaws.

It is further agreed between the parties that in no way shall the Employer be liable for uncollected fees or dues from employees not authorizing a payroll deduction for said fees or dues.

The Union shall indemnify and save the Employer harmless against any claims, demands, suits, and other forms of liability that may arise by reason of its compliance with the provisions of this Article.

#### **ARTICLE 4. MANAGEMENT RIGHTS**

**Section 1. Rights.** The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Portland Code, and any modifications made thereto, and any resolutions passed by the City elected officials. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but not limited to the right to: (a) manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any services, material, or methods of operation; (b) introduce new equipment, methods, machinery, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) subcontract or purchase any or all work, processes, or services, or the construction of new facilities or the improvement of existing facilities; (d) determine the number, location, and type of facilities and installations; (e) determine the size of the work force and increase or decrease its size; (f) hire, assign, and layoff employees; (g) reduce the workweek or the workday or effect reductions in

hours worked by combining layoffs and reductions in workweek or workday; (h) direct the work force, assign work, and determine the number of employees assigned to operations; (i) establish, change, combine, or discontinue job classifications and prescribe and assign job duties, content, and classification, and to establish wage rates for any new or changed classification; (j) determine lunch, rest periods, and cleanup times, the starting and quitting time, and the number of hours to be worked; (k) establish work schedules; (l) discipline and discharge employees for just cause; (m) adopt, revise, and enforce working rules and carry out cost and general improvement programs; however, no rule or regulation shall be adopted thereafter without notice to the Union, and its reasonableness may be subject to the Grievance Procedure; (n) transfer, promote, and demote employees from one classification, department, or shift to another; (o) select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work; (p) permit municipal employees other than police department employees to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services and is determined to be an emergency.

## **ARTICLE 5. GRIEVANCE PROCEDURE**

**Section 1. Definition of Grievance.** For the purpose of this Agreement, a grievance is any dispute between the Union and the Employer or between the employees covered by this Agreement and the Employer with respect to or concerning the interpretation or application of this Agreement or any terms or provisions of the rules and regulations of the police department or the Employer, consistent with Section 8.0.

**Section 2. Grievance Procedure.** All grievances shall be processed in the following manner:

A. **Verbal procedure.** If an employee has a complaint, he shall, within five (5) days of the occurrence which gave rise to the grievance or the employee's first awareness of the situation thereof, discuss it with the Chief of Police with the object of resolving the matter informally. The employee may have a representative of the collective bargaining committee present, if desired.

B. **Written Procedure.**

Step I. Grievances shall be presented by the aggrieved employee or Union representative promptly, and in all cases, no later than five (5) days after the verbal procedure of the incident which gave rise to the grievance or five (5) days from the time the employee or Union representative should reasonably have known he had grounds for a grievance. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify all provisions of this Agreement alleged to have been violated by appropriate reference and state the contention of the employee or Union with respect to those provisions, indicate the relief requested, and be signed by the employee affected. The grievance shall first be presented to the Chief of Police. The Chief of Police shall give his answer within five (5) days after receipt of the grievance.

Step II. If the grievance is not satisfactorily resolved at Step I, it may be appealed by

submitting the grievance to the City Manager within five (5) days following receipt of the employer's answer in Step I. Within ten (10) days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union.

The Employer representative shall be the City Manager. The Union representatives shall be the collective bargaining committee. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) day period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall place its written answer on the grievance and return it to the collective bargaining committee within ten (10) days after the meeting.

**Section 3. Grievance Resolution.** All grievances which are satisfactorily resolved at the first (1st) or second (2nd) step of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the City Council at its next regularly scheduled monthly meeting before they are binding on the City. The City agrees to act on any such grievance resolutions at the first regularly scheduled monthly meeting following the answer at the respective step. The time limits set forth in Steps I and II of the Grievance Procedure shall be stayed during the period in which such grievance resolutions are referred to the City Council under this section.

**Section 4. Time Limitations.** The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance it to the next step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified.

**Section 5. Time Computation.** Saturdays, Sundays, and holidays recognized by this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

**Section 6. Arbitration Request.** The Union may request arbitration of any unresolved grievance by giving written notice of its intent to arbitrate within ten (10) days following receipt of the City's disposition in Step II of the Grievance Procedure. The time limits for a request for arbitration may be extended by mutual agreement. If written notice of intent to arbitrate is not given timely to the City, the grievance shall be considered settled on the basis of the City's last disposition.

**Section 7. Selection of Arbitrator.** If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each parties alternately striking a name from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service. The Union shall strike first. The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the union and the City. Each party shall pay the expenses, wages, and any other compensation of its own witnesses

and representatives.

**Section 8. Arbitrator's Powers.** The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the City's inherent rights not specifically limited by the express terms of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement, pass upon the propriety of written warnings administered to employees covered by this Agreement, set any wage rate, or specify the terms of a new Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the City and employees in the bargaining unit, provided, however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in this Agreement. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

**Section 9. Discipline.** When imposing discipline, the Employer will not take into account any prior infractions which occurred more than four (4) years prior to the incident giving rise to the current discipline.

#### **ARTICLE 6. PUBLIC SECURITY**

**Section 1. No Strike.** The Union recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Union, therefore, agrees there shall be no interruption of the services performed by the employees covered by this Agreement for any cause whatsoever, nor shall they absent themselves from their work, stop work, or abstain, in whole or in part, from the full, faithful, and proper performance of the duties of their employment, or picket the Employer's premises.

**Section 2.** The Union further agrees there shall be no strikes, sit-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the City. The occurrence of any such acts or actions prohibited in this Section by the Union shall be deemed a violation of this Agreement. Any employee who commits any of the acts prohibited in this section shall be subject to discharge or other disciplinary action as may be determined by the Employer.

#### **ARTICLE 7. WORK RULES**

**Section 1. Rules.** The City reserves the right to establish from time to time reasonable rules and regulations governing the conduct of its employees and to fix and determine penalties for violations of such rules. The City shall cause such rules, including any deletions or amendments, to be published and made available to the employees covered by this Agreement. The Union shall have the right to grieve, within three (3) days of their effective date, the reasonableness of any new work rule established by the Employer.

## ARTICLE 8. SENIORITY

**Section 1. Seniority Definition.** Seniority shall be defined as the length of the employee's continuous service with the Portland Police Department commencing from his last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

**Section 2. Probationary Period.** All new employees shall be considered probationary employees for a period of twelve (12) months (plus the time the employee is required in police training), after which their seniority shall be as of their last date of hire. If the employee is absent in excess of five (5) working days during this twelve (12) month period, his probationary shall be extended for a like amount of days. Until an employee has completed the probationary period, he may be laid off or terminated at the City's discretion without regard to this Agreement and without recourse to the Grievance and Arbitration Procedure. Any time after six (6) months the probationary period may be terminated, at the discretion of the Police Chief, if, in the Police Chief's estimation, the employee displays an adequate ability to perform his/her duties.

**Section 3. Seniority Lists.** The Employer shall maintain a roster of employees arranged according to seniority showing name and seniority date. An up-to-date copy of the seniority list shall be furnished to the Union every six (6) months upon request.

**Section 4. Loss of Seniority.** Any employee shall lose his seniority and his employment relationship with the City for any of the following reasons:

- A. He resigns or quits;
- B. He is discharged or terminated;
- C. He retires;
- D. He has been laid off for a period of time equal to his seniority at the time of his layoff or twelve (12) months, whichever is less;
- E. He fails to return to work at the specified time upon expiration of a leave of absence, vacation, recall from layoff or disciplinary suspension, unless otherwise excused;
- F. He is absent from work for three (3) consecutive working days without prior notice to the Chief of Police, unless a satisfactory reason for such absence is given;
- G. He is convicted of a felony or misdemeanor punishable by one (1) year or more imprisonment;
- H. He is declared mentally incompetent by a Probate Court;
- I. He makes a false statement on his employment application, on an application for leave of absence, or any other official police report, or provides false or misleading information during an internal investigation.

- J. He has received settlement for total disability or the employee receives Social Security benefits because the employee has been deemed disabled.

## **ARTICLE 9. LAYOFF AND RECALL**

**Section 1. Layoffs.** All reductions in the work force shall be accomplished in the following manner:

- A. No permanent or probationary employee shall be laid off from his position in the Police Department while any temporary or irregular employees are serving the same position in that department.
- B. The first employee to be laid off shall be the employee with the least seniority in the rank or classification affected, provided, however, that the remaining senior employees have the experience, necessary training, and ability to perform the required work. Further layoffs from the affected rank or classification shall be accomplished by the inverse order of seniority, provided, however, the remaining senior employees have the experience, necessary training, and ability to perform the required work.
- C. Upon being laid off from his rank or classification, an employee who so requests within three (3) days of the notification of layoff shall, in lieu of layoff, be demoted to the next lower rank of classification in the Department, provided, however, he has greater seniority than the employee he is to replace and for which he has the necessary training, experience, and the ability to perform the required work.
- D. Employees who are demoted in lieu of layoff shall initially be paid the same salary step in the range for the lower position to which he has been demoted.
- E. Employees who are laid off or who are demoted in lieu of layoff shall be recalled to their former rank or classification in order of their seniority when the work force is to be increased, provided, however, that the employee has not lost his seniority.

**Section 2. Notification and Eligibility Lists.** Employees to be laid off indefinitely shall be given at least fourteen (14) calendar days' prior notice. Employees demoted in lieu of layoff shall have their names placed on preferred eligibility lists in order of seniority for each class from which displaced within the Department. Employees laid off shall have their names placed on preferred eligibility lists in order of seniority for each class from which displaced. Names shall remain on the lists for twelve (12) months or the length of total continuous service in the Police Department, whichever is less, unless removed as provided below. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the Police Department before any other persons are selected for employment or promotion in those classes.

**Section 3. Recall and Restoration to Positions.** Employees to be recalled from layoff shall be given a minimum of seven (7) calendar days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall or who, in the absence of

extenuating circumstances, fail to respond as directed within the time allowed shall be presumed to have resigned, and their names shall be removed from seniority and preferred eligibility lists. Employees to be restored to positions from which they had been demoted in lieu of layoff shall be given three (3) calendar days in which to accept. Names of those who decline shall be removed from the pertinent preferred eligibility lists.

## ARTICLE 10. LEAVES OF ABSENCE

**Section 1. Sick Leave.** Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

- A. Sick leave accumulates at the rate of eight (8) hours for each full month of service. One (1) day sick leave credits shall be equal to the regularly scheduled hours of the employee, at the employee's regular hourly rate of pay.
- B. Employees immediately accrue sick leave upon hire at the rate stated in A. Sick leave will not accumulate during leaves of absence without pay.
- C. Unused sick leave will be accumulated to a minimum of three hundred and twenty (320) hours. For each subsequent year in which the accumulation is greater than the three hundred and twenty (320) hours, one-half (1/2) of unused sick leave earned for that year, and is remaining on June 30, will be purchased by the City and the proceeds deposited into a MERS Health Care Savings Program (HCSP) account for that employee. The maximum amount the City will purchase to put into the MERS HCSP shall not exceed forty-eight (48) hours per year per employee. If an employee's Sick Leave Bank falls below three hundred twenty (320) hours, no monies shall be put into that employee's MERS HCSP account.
- D. The Employer may request as a condition of any sick leave a medical certificate setting forth the reasons for the sick leave if there is reason to believe the health and safety of personnel may be affected or the employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.
- E. Sick leave is a benefit for employees to be used in cases of illness. It is not a benefit to be converted to cash. Employees whose employment status is severed forfeit all accrued sick leave benefits.
- F. An employee eligible for sick leave with pay may use such leave for their own illness or injury which incapacitates the employee from the safe performance of his duty or illness or injury in the employee's immediate family limited to: husbands, wives, children, and parents.
- G. After the employee exhausts paid sick leave benefits, then such leave shall be without accumulation of any fringe benefit predicated on length of service with the Employer.
- H. Sick leave benefits may not be taken in units of less than one half (1/2) hour.

- I. Before an employee absent from his duties for fourteen (14) consecutive days returns to work, he shall demonstrate to the satisfaction of the Employer he is fit to perform his duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work for the Employer from a layoff or leave of absence of any kind and the Employer is not satisfied with the determination of the treating physician, the Employer may require a report from a medical doctor of its own choosing and at its own expense.

If the dispute still exists, final resolution binding on both parties shall be a report of a committee, consisting of three (3) physicians, one of whom shall be selected by the Employer, one by the employee, and the third by the first two physicians so named. The report shall be in writing to the Employer and the Union. The cost of this report shall be shared equally by the Employer and the Union.

- J. The City and the Union mutually agree the following procedure will be used for transferring sick time between members of the Union: 1) The transfer of sick time is strictly voluntary on the part of the employees; 2) The transfer of vacation or personal time is prohibited; 3) No sick time will be transferred to any sick employee until that employee depletes all sick, vacation and personal time; 4) Any employee who elects to transfer sick time must do so in writing by forwarding a form, provided by the City, to the City Clerk stating how many hours, or days, they wish to transfer and to whose account the time is to be credited; 5) The rate of pay for the transferred sick time shall be the rate of pay of the person receiving the sick time; 6) Employees who elect to transfer sick time must understand that they are, in effect, giving up that time and it will never be returned to their account and; 7) The City reserves the right, in its sole discretion, to terminate this procedure at any time if it believes that such termination would be in the best interest of the City and the Union shall have no recourse of any kind regarding said termination.
- K. For illnesses that extend more than thirty (30) calendar days, an employee may apply for long-term disability.
- L. Fringe benefits will be paid by the City for any leave duration, as long as the employee is being paid by long-term disability, worker's compensation, and/or accrued leave.
- M. If an employee has accrued sick or vacation leave after the two (2) years when the long-term disability would have expired, the employee can still use his/her remaining accrued leave time until it is exhausted.

## **Section 2. Funeral Leave.**

- A. An employee shall be granted up to five (5) consecutive calendar days leave to attend the funeral or attend to personal family matters when the death occurs in the employee's immediate family. Time off shall be from the date of death through the day following the funeral. An employee who loses work from his regularly scheduled hours shall receive his regular straight time rate for such lost time for funeral leave,

e.g. an employee on an eight (8) hour shift will be paid for eight (8) hours of leave time, an employee who is on a ten (10) hour shift will be paid for ten (10) hours of leave time, and an employee who is on a twelve (12) hour shift will be paid for twelve (12) hours of leave time.

Immediate family is defined as spouse, child, parent, brother, sister, brother and sister-in-law, mother and father-in-law, or other persons in the employee's household for whom financial care is the employee's principal responsibility.

- B. The employee shall be granted two (2) days off with pay to attend the funeral of an uncle, aunt, niece, nephew, daughter-in-law, son-in-law, grandparent, grandchild, stepparent, and step-sibling, if the employee is scheduled to work on the day of the funeral.

In case of death of a fellow employee an employee shall be granted one (1) day off with pay to act as pallbearer if the employee is scheduled to work on the day of the funeral.

- C. The Employer is to be notified immediately of a death in the family and the extent of the expected absence.

**Section 3. Military Duty.** Employees who are in some branch of the Armed Forces, Reserves, or the National Guard will be paid the difference between their Reserve Pay and their regular pay with the Employer when they are on full time active duty in the Reserve, or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

**Section 4. Jury Duty Leave.** Employees summoned by the court to serve as jurors shall be given a leave of absence for the period of their jury duty. If an employee serves as juror when he otherwise would have worked, he shall receive the difference between his regular straight time rate, exclusive of all premiums, and the amount he receives from the Court. In order to receive jury duty pay, an employee must: (1) give the Employer advance notice of the time he is to report for jury duty; (2) give satisfactory evidence he served as a juror at the summons of the court on the day he claims such pay; and (3) return to work promptly if, after he is summoned by the Court, he is excused from service.

**ARTICLE 11. VACATIONS**

**Section 1. Vacation Leave Schedule.** All employees will be granted vacation in accordance with the following schedule:

Years	Vacation Hours
1 year up to 5 years	80 hours
5 years up to 10 years	120 hours
10 years up to 15 years	160 hours
For those hired prior to September 1 1998	
15 plus years	200 hours

New hires will be afforded forty (40) hours of vacation leave available at completion of Field Training. At their first anniversary date they will be given an additional forty (40) hours of vacation leave. Should the employee leave the Department prior to reaching their first year anniversary date the forty (40) hours initial advance will not be eligible to receive payment for any unused vacation leave.

Vacation time may be taken in one half (1/2) hour periods, and any lesser amount of actual time off will be considered as one half (1/2) hour. Employees separated from the City shall be paid at their normal salary rate for their unused vacation, except employees separated during their probationary period will not be entitled to vacation pay. Employees hired after September 1, 1998, shall not be entitled to vacation in excess of one hundred and sixty (160) hours.

**Section 2. Vacation Pay.** Vacation pay shall be computed at the employee's present rate of pay. Employees are encouraged to take annual vacations. An employee may accumulate up to eighty (80) hours vacation, provided the employee must take at least forty (40) vacation hours each year, except in the year of retirement or separation from service. Employees will be paid for all accumulated vacation hours in excess of eighty (80) hours at their current salary rate in the first pay period beginning on or after their anniversary date of hire. Such determination will be made prior to crediting new earned vacation.

**Section 3. Approved Leave of Absence.** An approved leave of absence will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan.

**Section 4. Vacation Requests.** Vacation may be taken at any time during the course of the year as long as it conforms with the requirements of the Department. Vacation leaves shall be granted to employees by the Chief or designee at such times as they least interfere with the efficient operation of the Department. No single employee will be allowed more than a maximum of two (2) consecutive calendar weeks off regardless of the number of shifts scheduled to work unless otherwise approved by the Chief of Police. Preferred vacation requests for the calendar year must be submitted to the Chief of Police during the period January 1 through January 20 each year. Vacation requests submitted during this time period will, if approved, be granted on a seniority basis. The Chief will act upon vacation requests submitted during the January 1-20 time period by February 1. Vacation requests submitted after January 20 will, if approved, be granted on a first come first serve basis. Seniority will be applied if two (2) or more employees submit vacation requests simultaneously requesting the same time off.

**Section 5. Termination.** Any employee, who terminates his service from the Department for any reason other than effective discharge for reasons that revoke law enforcement certification, shall receive a prorated share of vacation time for the year in which his service was terminated.

## **ARTICLE 12. HOLIDAYS**

**Section 1. Holidays.** The following holidays are designated by the employer: New Years Day, New Years Eve Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve Day, Christmas Day, the officers Birthday, President's Day (to be taken the third (3rd) Monday of February), Veterans Day, and Good

Friday.

**Section 2. Holiday Credits.** The parties agree that, because of scheduling difficulties, the fourteen (14) holidays (14 x 8 hours =112 hours) will be accumulated as they are earned and paid in one lump sum check the first paycheck in June of each year or added to their vacation time, at the option of the employee. If an employee is absent on the working day immediately preceding or immediately following, or the holiday itself, he will not receive vacation credit for the holiday unless his absence is excused. If an employee terminates his employment, he will not receive vacation credit for holidays occurring after the last day worked, even though the holiday may fall within the period of this projected terminal vacation leave.

**Section 3. Scheduling.** The regular scheduling of employees of the Department requires that some employees will be scheduled to work on the above holidays.

**Section 4. Holiday Pay.** All employees in the bargaining unit shall receive time and one-half (1 1/2) their straight time for each holiday worked. The shift will be considered to be subject to holiday pay if the commencement of the shift falls within the twenty-four (24) hour period of the holiday.

**Section 5. Receiving Holiday Credit.** Within the first year of employment only; on the day of the holiday, the employee's vacation account will be credited with eight (8) hours vacation day, and any time after that the employee will be allowed to use the holiday credit as vacation. Holiday credit cannot be used as vacation days until after the holiday has passed.

## **ARTICLE 13. HOURS OF WORK AND OVERTIME**

### **Section 1. Work Schedule and Work Period.**

The work period shall consist of eighty hours (80) hours over fourteen (14) consecutive days. An employee's normal workday shall consist of eight (8), ten (10), or twelve (12) consecutive hours. A day shall be defined as a twenty-four (24) hour period commencing from the start of an employee's regularly scheduled shift. For the purposes of overtime premium pay, this definition shall not apply where:

- A. An employee's regular shift is changed at his request;
- B. The employee's regular shift is scheduled on a rotation basis;
- C. The employee's regular shift has variable starting times provided, however at least eight (8) hours of off duty time is scheduled between the end of one shift and the start of another.

**Section 2. Work Schedule.** The work schedule shall be established by the Employer and, when practicable, posted one (1) week in advance. The Employer reserves the right to change the work schedule and the starting and quitting times of any and all shifts when operating conditions warrant such change. The Employer shall give one (1) week notice prior to any change. The

parties may make a mutually agreed upon, voluntary change within of the seven (7) day period. Shift swaps with other employees are permitted as long as it's mutually agreed upon by the employees, approved by the Chief or designee, and does not create overtime.

The Employer reserves the right to order employees to work based on the needs of the service. Employees ordered to work shall be identified in inverse order of seniority and paid at the overtime rate of pay. The requirement to order employees to work in inverse order of seniority does not apply to special events.

The employee, with approval of the employer, shall have the right to change his schedule with thirty (30) days' notice to the Employer to allow his attendance at any specialized training courses in the field of Law Enforcement or Public Safety. Employees shall have the right to bid their shift by seniority. Any employee may request a shift bid be conducted in November for the months of January through June and in May for the months of July through December. Employees shall not be forced to work more than eight (8) consecutive days without a day off.

**Section 3. Breaks and Lunch Periods.** The employees will be entitled to breaks and a lunch period in accordance with the City's rules and regulations.

**Section 4. Overtime.** All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must have prior approval of the Chief of Police or his designated representative.

**Section 5. Overtime Premium.**

- A. Time and one-half (1-1/2) the employee's straight time regular rate shall be paid for all hours actually worked in excess of eighty (80) hours in any one work period.
- B. Time and one-half (1-1/2) the employee's straight time regular rate shall be paid for all hours actually worked in excess of eight (8) hours, if the employee is scheduled to work an eight (8) hour shift, in excess of ten (10) hours if the employee is scheduled to work a ten (10) hour shift, and in excess of twelve (12) hours, if the employee is scheduled to work a twelve (12) hour shift in any one day, subject to the definition stated in Section 1 above.
- C. There shall be no pyramiding or duplication of overtime premium pay.

**Section 6. Court Time.** Employees subpoenaed or directed into court, including Probate Court, official hearings, or his appearance in civil court on traffic offenses that were caused by an official act as a police officer shall receive compensation at the rate of time and one-half (1-1/2) with a minimum of two (2) hours for such appearance. To receive such compensation, the employee must be on off duty time. Any witness fees or mileage received by the employee shall be returned to the City.

**Section 7. Call Back Pay.** Employees called to work at times other than their regular shift shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) their regular straight time

rate. The provisions of this Section shall not apply to extension of shift situations.

**Section 8. Compensatory Time Off.** At the request of any employee eligible for overtime pay, the employee may request that his overtime be given in compensatory time off. The rate of compensatory time off shall be earned at the rate of one and one-half (1 ½) hour for each hour of overtime worked. Any such time off shall be taken at a time mutually agreed upon by the employee and his supervisor during the fiscal year. In the event that such time off is not taken by the employee within the limiting time, he shall be given cash payment for the overtime hours worked at the overtime rate based on his hourly rate of compensation at the time of the compensatory time/overtime was earned. This payment shall occur at the first full payroll payment in July. Compensatory time may be accumulated as approved above; however; no bargaining unit member shall be permitted to accumulate more than sixty (60) hours. Compensatory time may not be earned during the last month of the fiscal year.

**Section 9.** Any employee assigned by the Chief to perform Field Training, for which the officer is qualified to perform, will receive an additional \$1.00 per hour while so assigned. Supervision can perform Field Training.

#### **ARTICLE 14. WAGES**

**Section 1. Classifications and Wages.** Listed in Appendix A and incorporated herein are the regular rates of pay for the classifications covered by this Agreement.

Effective the first full payroll period after signing by City Council, but no earlier than July 1, 2022, wages shall increase by three percent (3%) at all levels and classifications.

Effective the first full payroll period after July 1, 2023, wages shall increase three percent (3%) at all levels and classifications.

Effective the first full payroll period after July 1, 2024, wages shall increase by two and three quarter percent (2.75 %) at all levels and classifications.

**Section 2. Temporary Assignments.** In any case where an employee is qualified for and is temporarily required to regularly serve in and accepts the responsibility for work in a position of higher class, such employee shall receive the entrance rate of that class so assigned, subject to the approval of the Supervisor; provided, that for an employee to qualify for the higher rate of pay in such temporary assignment to a higher position, said employee shall be assigned on a regular and continuous basis in the higher paid position for at least one (1) full pay period. An employee may be temporarily assigned to work in any position in the same or lower class grade without change in pay.

**Section 3. Educational Benefit.** Effective July 1, 1995 employees with degrees in Police Administration or a related field from an accredited school shall receive an educational bonus in accordance with the following scale:

Associates Degree	\$ 600.00 (applies only for employees hired prior to July 1, 2010)
B.A. or B.S.	\$1200.00

The educational benefit shall not be added to the employee's base rate, but shall be paid the last pay check in November of each year. The educational benefit shall be pro-rated based on weeks worked while at the respective benefit level.

**Section 4. Step Increase.** An employee is entitled to step increases pursuant to the wage scale set forth in Appendix A shall receive such step increases on the closest pay period to his anniversary date which corresponds with Appendix A.

**Section 5. Prior Law Enforcement Experience.** New employees having prior law enforcement experience (certified police officers) may be given seniority for pay purposes only. Future wage increases for such employees shall be in accordance with this Agreement. Such Employees, however, shall be subject to the same probationary period as new employees.

## **ARTICLE 15. INSURANCE AND PENSION**

**Section 1. Health Insurance.** The City agrees to provide a Health Care Plan that includes Hospitalization, Dental, and Vision coverage. The Plan descriptions and summaries are attached to this Agreement as Appendix "B."

**Section 2. Employee Health Care Contributions and Payment in Lieu of Insurance.** All employees that are eligible for and opt for insurance coverage through the City will contribute twenty percent (20%) as premium sharing for health insurance, including hospitalization, dental, vision, health savings accounts, health reimbursement arrangements, and applicable claims tax.

The City will advance the covered employees' share of their health savings account so that accounts are one hundred percent (100%) funded in January. The City will recover the amounts advanced by withholding the amount advanced divided by the number of pay periods between January 1<sup>st</sup> and June 30<sup>th</sup>.

The premium sharing percentages above will apply to any increases in Health Savings Accounts or Health Reimbursement Arrangements (e.g. the Employer will only contribute or reimburse its share based on these percentages).

Effective with payrolls payable after July 1, 2011, bargaining unit members must contribute between one-quarter of a percent (1/4%) and ten (10%) of gross wages each payroll into their MERS Health Care Savings Account. An employee's contribution amount may be increased but cannot be decreased.

The City will pay one thousand two hundred dollars (\$1,200) per year in lieu of health insurance to employees hired prior to July 1, 2013 so long as the employee can show they have health insurance coverage from another source. There is no payment in lieu of health insurance benefit for employees hired on or after July 1, 2013.

**Section 3. Re-opener.** Both parties mutually agree to re-open the contract for discussions on health care issues at either party's request.

**Section 4. Retiree Health Care.** The City agrees to provide hospitalization insurance for future retirees who were hired prior to July 1, 2013, until they reach the age of sixty-five (65), or are eligible for Medicare, whichever is first, based on the following formula: Employer will pay for one twenty-fifth (1/25) of the employer's share of the monthly premium health insurance premium for each year of service. Eligible retirees shall contribute to the Health Insurance Premium at the same rate that active employees of the bargaining unit contribute.

Employees who have not reached age fifty-five (55) and who are receiving MERS retirement funds will be given an extension to COBRA of eighteen (18) months up to forty-two (42) months, for a total of sixty (60) months under the COBRA statutes.

Retirees shall not be eligible to collect health insurance unless they are receiving MERS retirement funds, have attained the age of fifty-five (55), and have at least ten (10) years of service at the time of retirement from City employment. Employees who retire prior to age fifty-five (55) are not eligible for this benefit until they attain the age of fifty-five (55). Employees who separate service from the City and have deferred vested status with MERS are not eligible for retiree health care benefits. Should the retiree accept a position which would qualify him for medical benefits at another place of employment, the retiree will forfeit eligibility for the City's retiree medical plan, while employed with said employer.

Employees hired on or after July 1, 2013 are not eligible for the retiree health care described above and must contribute three percent (3%) of wages into a Health Care Savings Plan (HCSP). Employer will contribute one percent (1%) of employees' wages. Current employees hired prior to July 1, 2013 may opt out of the old plan and into the HCSP under the same terms with no credit for past service. This option is irrevocable.

**Section 5. Term Life Insurance.** The Employer will provide a term life insurance policy in the amount of fifty thousand dollars (\$50,000), and fifty thousand dollars (\$50,000) Accidental Death and Dismemberment. The Employer agrees to pay the cost of five thousand dollars (\$5,000.00) for term life insurance for retirees, who are drawing MERS retirement. Within thirty (30) days, the retiring employee may elect to purchase an additional five thousand dollars (\$5,000) at his own expense.

**Section 6. Unemployment Compensation Insurance.** The Employer will make available unemployment compensation for the employees.

**Section 7. Retirement Benefits.** Effective January 1, 1999, the City will provide and pay the premium for the MERS Plan B4 with the F 50/25 waiver for all bargaining unit members hired prior to July 1, 2010. Bargaining unit members enrolled in the MERS plan B4 with the F 50/25 waiver, must contribute three percent (3%) of gross wages each payroll into the MERS retirement plan.

Bargaining unit members hired on or after July 1, 2010 will receive a MERS Hybrid Pension with a one percent (1%) Defined Benefit Pension Multiplier that cannot be increased and a Defined Contribution portion. New hires must contribute three percent (3%) of wages to the

Defined Contribution portion. The Employer's contribution is capped at seven percent (7%) of wages. If the Defined Benefit portion costs less than seven percent (7%) wages, the difference will be contributed to the employees Defined Contribution portion.

Employees hired after July 1, 2013 will not be eligible for a pension with the City until successfully completing ninety (90) days of employment.

Eligible employees may purchase retirement benefits for military service in accordance with MERS Plan requirements and solely at the employee's cost.

**Section 8. Duplication of Insurance Benefits.** The Employer shall have no obligation to duplicate any benefit an employee received under any other policy, excluding life insurance with any other employer, notwithstanding the circumstances of eligibility, amount of duration of benefit, and it shall be the obligation of the employee to inform the Employer of any and all insurance coverage enjoyed by said employee, other than coverage provided by the Employer, herein a party.

**Section 9. Government Insurance Programs.** Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicated the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage; and to escape such double payments the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally sponsored insurance programs.

**Section 10. Long Term Disability.** Effective July 1, 1995, the Employer will provide a long term disability program equal to sixty-six and two thirds (66 2/3) of the employee's biweekly wage not to exceed two thousand five hundred dollars (\$2,500) per month. There shall be a thirty (30) day waiting period to qualify for this benefit. Employees may use sick and/or vacation time to bring their payment up to one-hundred percent (100%) of their biweekly wage.

## **ARTICLE 16. UNIFORM AND EQUIPMENT**

**Section 1. Dry Cleaning Allowance.** The City shall arrange for a dry cleaning service with the help of the Union that allows for pick-up and drop off of uniforms at the Police Department and allows for proper cleaning of uniforms at a reasonable cost. The parties agree the Employer will make a reasonable attempt to arrange for a dry cleaning service as provided in the contract. If such arrangements cannot be made, or made at a reasonable cost, the Employer agrees to the following:

The City shall pay each bargaining unit member two hundred and forty dollars (\$240) each year to assist in the cost of cleaning their uniforms. This payment shall be paid one-half (1/2) amount in December and one-half (1/2) amount in June of each calendar year.

**Section 2. Uniforms.** Officers shall keep their uniforms clean, well brushed, and pressed. They shall wear polished shoes and all leather accessories dyed and polished. The City agrees to provide uniform issuance and replacement items to each employee within a reasonable time.

Uniforms will be inspected on February 1, and August 1 to determine what replacement items, if any, are necessary.

**Section 3. Vests.** Both parties agree the wearing of protective vests shall be mandatory and ~~that~~ the City shall be responsible for the purchase of vests for all personnel covered by this Agreement.

**Section 4. Plexiglass Guards.** The City agrees to have its patrol cars equipped with floor to ceiling plexiglass guards.

## **ARTICLE 17. MISCELLANEOUS**

**Section 1. Residency.** As a condition of continued employment, all non-probationary employees shall be required to reside within fifty (50) miles from the City of Portland's nearest boundary. This distance is properly measured in a straight line between the employee's place of residence and the nearest boundary of the City of Portland. Each employee will have until the end of his probationary period to complete his move. However, exceptions may be granted by the Chief of Police. Once granted, exceptions may not be rescinded.

**Section 2. Employment Application.** All applicants will complete an employment application. The employment application is an important phase of the hiring procedure and becomes a part of the employee's permanent record. All information submitted on the application form is subject to verification. The employer reserves the right of dismissal upon finding omission or falsification of fact on the employment application.

**Section 3. Change in Personal Status.** Employees shall notify the Personnel Department of any change of name, address, telephone number, marital status, or number of dependents promptly, within ten (10) days after such change has been made. The Employer shall be entitled to rely upon the employee's last name, address, telephone number, marital status, and number of dependents on its records for all purposes involving his employment and this Agreement.

**Section 4. Gender.** Reference to the male gender shall apply equally to the female gender and vice versa.

**Section 5. Captions.** The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

**Section 6. Irregular Part-Time.** Irregular part-time employees may be used for the purpose of filling in for emergencies, special events, absence of regular full time employees, and, other than this article, the provisions of this agreement do not apply to irregular part-time employees. Irregular part-time employees will not be used to displace a regular full time or part-time employee.

**Section 7. Outside Employment.**

All outside employment is governed by the City's Policies and is subject to advanced review and

written approval of the Chief of Police and City Manager. Outside employment requests shall be made in writing to the Chief of Police for review before going to the City Manager for final approval. Denials by the Chief of Police may be appealed to the City Manager. The Employer reserves the right to rescind approval of outside employment if such employment is later determined to create a conflict of interest or to impair the employee's performance as a City employee. Employees approved to work outside employment must ensure such outside employment does not limit the employee's availability or compromise the scheduling needs of the City. Employees shall not wear the Department Uniform unless they are working for or under the Direction of the City.

**Section 8. Benefit Accumulation.** The employee shall not be eligible to receive benefits while he is:

- A. Eligible for unemployment benefits under any unemployment compensation law, or
- B. On layoff, or
- C. On leave of absence, or
- D. Has quit his employment, or
- E. Has been discharged, or
- F. Upon retirement.

As a condition of continued receipt of benefits, the Employer, at its expense, may require the employee to submit to a physical examination in order to verify the employee's ability to return to full time work.

**Section 9. Personal Time.** Employees covered by this Agreement shall be allowed up to 32 hours of personal time for leaves of absence with pay for each fiscal year. There shall be no accumulation or carryover of such leave time from one fiscal year to another. All requests for use of personal time shall be made a minimum of one (1) day in advance of the requested time off unless otherwise granted on shorter notice by a supervisor.

**Section 10. Grant Positions.** Any employee included in the unit which are there as a result of temporary State and/or Federal funded programs will be laid off or terminated if such funded programs are discontinued, as may be determined in the sole discretion of the Employer, notwithstanding any provision, seniority or otherwise, included in this Agreement; provided, however, that such action does not violate any applicable State and/or Federal funded program rules and regulations.

**Section 11. Severability.** Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable

time and renegotiate the part or parts so affected.

**Section 12. Waiver Clause.** It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**Section 13. Work Force.** The Employer agrees that the present work force size (four full-time officers and a chief) shall be maintained as a minimum.

**Section 14. Unit Protection.** The Employer agrees that any increase in fringe benefits given to any other City employees during this Agreement shall be immediately extended to this unit.

**Section 15. Training.** The Employer will provide a minimum of forty (40) hours per year per employee of training. Training hours shall be paid on a straight time basis at the employee's hourly rate of pay. The Employer shall pay all reasonable fees and costs associated with approved training. Any training lasting three (3) days or longer will count as officer's duty time for that period. In no case shall the officer lose any regular pay as a result of attending training unless the officer agrees to such a loss in advance. Attendance at training shall not cause an officer to work his normal days off unless by mutual agreement of the officer or unless the overtime provisions apply.

Employee reimbursement for attendance at conferences or trainings, including registration fees, food, lodging, mileage, parking fees, will be in accordance with City Policy.

**Section 16. Pay Upon Promotions.** Commencing the first full pay period following the job advancement, the employee who is awarded the job shall be paid at the step in the pay range in the new classification that reflects an increase from his current rate of pay. The date of the job advancement shall be the employee's new anniversary date of hire for the purpose of step increases in the new pay grade.

**Section 17. Fitness for Duty.** In situations where the employee's physical or mental condition raises a reasonable question as to the employee's capacity to perform the job, the City may require an examination by a physician or psychologist chosen by the City at the City's expense. An employee who has been relieved of duty and required to take an examination shall be placed

on administrative leave with pay and benefits until such time the employee is examined by a physician or psychologist. If the physician or psychologist deems it necessary for the employee to remain off duty, the employee will be required to take a leave of absence. If the employee disagrees with the City's determination and obtains a qualified opinion (at their own cost) that disagrees with the City's initial evaluation, the City will agree to a second evaluation by a physician or psychologist chosen by the City. The City and the employee shall split the cost of the City's second evaluation.

A leave of absence under this section shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits (and vacation benefits if elected by the employee). The leave will continue for the period of the employee's disability; provided, however, that an employee may not be on leave for a period of more than twelve (12) consecutive months. An employee returning from a leave of absence under this section must present a physician or psychologist's certificate, which is satisfactory to the City, indicating that the employee is physically or mentally able to return to work.

Disputes regarding fitness for duty shall not be subject to arbitration.

**ARTICLE 18. LONGEVITY**

**Section 1. Longevity.** Employees shall be paid longevity according to the following schedule and guidelines:

<u>Years</u>	<u>% of Salary</u>
1 - 4	0
5 - 9	2.0%
10 - 14	2.5%
15 - 19	3.0%
20 - 24	3.5%
25 +	4.0%

- A. Effective July 1, 2004, longevity checks shall not exceed one thousand two hundred dollars (\$1,200) per year.
- B. Longevity pay will be distributed in a single check, once a year, in the last payroll period in the month of November.
- C. Calculation of years of service will be based on service through December 31st of the year in which the longevity is paid.
- D. Employees who take a leave of absence, leave, or retire from employment during the calendar year, shall receive longevity pay prorated on the number of weeks worked in that partial year. In addition, for employees who take a leave of absence, the anniversary date of employment shall be extended by all leave of absence time for the purpose of computing years of service. In a rehiring

situation, the rehiring date will be the date of record for calculating longevity.

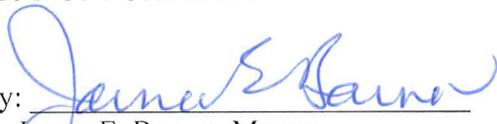
**ARTICLE 19. DURATION AND TERMINATION DATES**

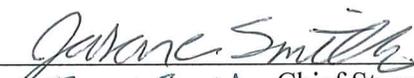
**Section 1. Duration.** This Agreement shall become effective on the date of signing or July 1, 2022, whichever date is later and continue in full force and effect until 11:59 PM on June 30, 2025. If either party desires to amend and/or terminate this Agreement, it shall give written notice sixty (60) days prior to the above termination date. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union at 667 East Big Beaver, Suite 205, Troy, Michigan 48083 and to the Employer at 259 Kent Street, Portland, Michigan 48875, Attention: City Manager, or to any such address as the Union or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties have set their hands and seals this  
16<sup>th</sup> day of May, 2022.

CITY OF PORTLAND

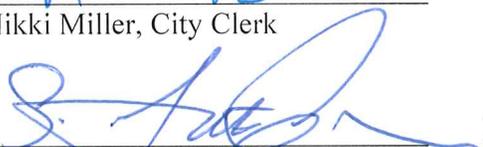
POLICE OFFICERS LABOR COUNCIL  
PORTLAND POLICE DEPARTMENT UNIT

By:   
James E. Barnes, Mayor

By:   
Jason Smith, Chief Steward

By:   
Nikki Miller, City Clerk

By:   
Brenton Listerman, Alternate Steward

By:   
S. Tutt Gorman, City Manager

By:   
David Thomas, POLC Labor Representative

APPENDIX A

Effective First Full Payroll Period After July 1, 2022						
Position	Start	1 Year	2 Years	3 Years	4 Years	5 Years
Police Officer	\$50,546	\$53,249	\$56,066	\$58,929	\$62,043	\$65,364
Pay Grade 5	\$24.30	\$25.60	\$26.95	\$28.33	\$29.83	\$31.43
Sergeant	\$55,013	\$57,898	\$60,967	\$64,196	\$67,563	\$71,090
Pay Grade 6	\$26.45	\$27.84	\$29.31	\$30.86	\$32.48	\$34.18

Effective First Full Payroll Period After July 1, 2023						
Position	Start	1 Year	2 Years	3 Years	4 Years	5 Years
Police Officer	\$52,063	\$54,846	\$57,748	\$60,697	\$63,905	\$67,325
Pay Grade 5	\$25.03	\$26.37	\$27.76	\$29.18	\$30.72	\$32.37
Sergeant	\$56,663	\$59,635	\$62,796	\$66,122	\$69,590	\$73,223
Pay Grade 6	\$27.24	\$28.67	\$30.19	\$31.79	\$33.46	\$35.20

Effective First Full Payroll Period After July 1, 2024						
Position	Start	1 Year	2 Years	3 Years	4 Years	5 Years
Police Officer	\$53,494	\$56,355	\$59,336	\$62,366	\$65,662	\$69,177
Pay Grade 5	\$25.72	\$27.09	\$28.53	\$29.98	\$31.57	\$33.26
Sergeant	\$58,221	\$61,275	\$64,523	\$67,941	\$71,504	\$75,236
Pay Grade 6	\$27.99	\$29.46	\$31.02	\$32.66	\$34.38	\$36.17

APPENDIX C

UNION MEMBERSHIP and UNION DUES CHECK-OFF

POLICE OFFICERS LABOR COUNCIL  
CITY OF PORTLAND POLICE DEPARTMENT  
PORTLAND, MICHIGAN

I hereby agree to become a member of the Police Officers Labor Council (POLC), with all corresponding rights and responsibilities as laid out in the POLC Constitution and By-Laws. I understand that I may resign my membership in the POLC at any time by providing to POLC's Director written notice of my resignation. Such resignation will be effective immediately upon receipt by POLC of my written notification.

Furthermore, I hereby voluntarily request and authorize to be deducted from my wages earned while in your employ, a labor representation fee of \$\_\_\_\_\_ per month. I further authorize any increase in this deduction which is approved by the POLC or the local bargaining unit. If any additional deductions are to be made, it must be approved by the office of the POLC. The amount deducted for the labor fee shall be remitted each month to the Police Officers Labor Council, 667 E. Big Beaver, Suite 205, Troy, Michigan 48083.

*Please Print:*

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Job Title/Classification: \_\_\_\_\_

Date deduction is to begin (month/year): \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

Council Member \_\_\_\_\_, supported by Council Member \_\_\_\_\_, made a motion to adopt the following resolution:

**RESOLUTION NO. 25-40**

**A RESOLUTION APPROVING A COST-OF-LIVING ADJUSTMENT  
FOR NON-UNION CITY EMPLOYEES**

**WHEREAS**, the City has agreed to collective bargaining agreements with the City Employees represented by the Police Officers Labor Council (POLC), as well as City Employees represented by the Governmental Employees Labor Council (GELC) for the period July 1, 2025, through June 30, 2028; and

**WHEREAS**, the City Manager recommends that the City Council approve the cost-of-living wage adjustments, as summarized in the attached Exhibit A.

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The Portland City Council approves the City Manager’s recommendation to approve the cost-of-living wage adjustments as summarized in the attached Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 16, 2025

---

**Monique I. Miller, City Clerk**

## **Exhibit A.**

### **WAGE FOR NON-UNION EMPLOYEES:**

- Effective July 1, 2025, wages shall increase by three percent (3%) at all levels and classifications.
- Effective July 1, 2026, wages shall increase by three percent (3%) at all levels and classifications.
- Effective July 1, 2027, wages shall increase by three percent (3%) at all levels and classifications.

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

Council Member \_\_\_\_\_, supported by Council Member \_\_\_\_\_, made a motion to adopt the following resolution:

**RESOLUTION NO. 25-41**

**A RESOLUTION APPROVING PAYMENT TO F&V CONSTRUCTION FOR  
WORK PERFORMED IN RELATION TO THE RIVER CROSSING AS PART  
OF THE WASTEWATER TREATMENT PLANT PROJECT**

**WHEREAS**, Fleis & VandenBrink, through F&V Construction is serving as the design-builder for the wastewater treatment plant project; and

**WHEREAS**, F&V Construction has performed work in relation to the River Crossing and has submitted a request for payment in the amount of \$936,595.00.00 a copy of which is attached as Exhibit A.

**WHEREAS**, the City Manager and Finance Director have reviewed the pay request and recommends that City Council approves same.

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The Portland City Council approves the pay request from F&V Construction for work performed for the wastewater treatment plant project in the amount of \$936,595.00 a copy of which is attached as Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 16, 2025

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**Monique I. Miller, City Clerk**

To (Owner):	<b>City of Portland</b> 259 Kent Street Portland, MI 48875	Project:	<b>Wastewater System Improvements</b> CWSRF No. 5758-01	Invoice No.:	<b>122134</b>
				Application No.:	<b>34</b>
				Application Date:	<b>May 30, 2025</b>
DESIGN-BUILDER:	<b>F&amp;V Construction</b> 2960 Lucerne Drive SE Grand Rapids, MI 49546			Period to:	<b>May 31, 2025</b>
				FVC Proj No.:	<b>1221</b>
				Contract Date:	<b>December 23, 2021</b>

DESIGN-BUILDER'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

CHANGE ORDER SUMMARY

Change Orders Approved	ADDITIONS	DELETIONS
Change Order No. 1	\$ 28,649.69	\$ -
Change Order No. 2	\$ 14,723.00	\$ -
Change Order No. 3	\$ 6,836.00	\$ -
Change Order No. 4	\$ 21,544.00	\$ -
Change Order No. 5	\$ 1,887,894.00	\$ -
Change Order No. 6	\$ -	\$ (32,116.76)
Change Order No. 7	\$ 84,247.00	\$ -
Change Order No. 8	\$ 103,137.00	\$ -
TOTALS	<b>\$ 2,147,030.69</b>	<b>\$ (32,116.76)</b>
Approved this Month		
TOTALS	<b>\$ -</b>	<b>\$ -</b>
Net Change by Change Orders	<b>\$ 2,147,030.69</b>	<b>\$ (32,116.76)</b>

1. ORIGINAL CONTRACT SUM .....	\$ 12,750,000.00
2. NET CHANGE BY CHANGE ORDERS .....	\$ 2,114,913.93
3. ADJUSTED CONTRACT SUM TO DATE .....	\$ 14,864,913.93
(Line 1 + Line 2)	
4. TOTAL COMPLETED & STORED TO DATE .....	\$ 14,121,436.24
5. RETAINAGE .....	\$ 100,000.00
6. TOTAL ELIGIBLE TO DATE (Line 4 - Line 5) .....	\$ 14,021,436.24
7. LESS PREVIOUS PAYMENTS .....	\$ 13,084,841.24
8. CURRENT PAYMENT DUE .....	\$ 936,595.00
9. BALANCE TO FINISH, PLUS RETAINAGE .....	\$ 843,477.69
(Line 3 - Line 4 + Line 5)	

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

**\$ 936,595.00**

DESIGN-BUILDER:

*Cory Turner*

By: \_\_\_\_\_ Date: May 30, 2025

This Certification is not negotiable. The AMOUNT CERTIFIED is payable only to party named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Design-Builder under this Contract.

APPROVALS:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
CITY OF PORTLAND

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Design-Builder certifies to the Owner that to the best of the Design Builder's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Design-Builder is entitled to payment of the AMOUNT CERTIFIED.

**Payment Application No. 34**

City of Portland | Wastewater System Improvements, CWSRF No. 5758-01

Contract No.	Item Description	Original Contract Amount	Changes to Date	Adjusted Contract Amount	Previously Invoiced	Work Completed this Period	Total Completed to Date	Balance to Finish	Percent Complete
C1	Site Work & Excavation	\$ 1,557,040.00	\$ 1,622,611.00	\$ 3,179,651.00	\$ 2,153,000.00	\$ 805,700.00	\$ 2,958,700.00	\$ 220,951.00	93%
C2	Concrete	\$ 684,595.00	\$ 91,172.00	\$ 775,767.00	\$ 705,767.00	\$ 30,000.00	\$ 735,767.00	\$ 40,000.00	95%
C3	General Trades	\$ 656,125.00	\$ 53,373.65	\$ 709,498.65	\$ 709,498.65	\$ -	\$ 709,498.65	\$ -	100%
C4	Painting	\$ 210,568.00	\$ 56,605.00	\$ 267,173.00	\$ 267,173.00	\$ -	\$ 267,173.00	\$ -	100%
C5	Mechanical	\$ 4,527,209.20	\$ 59,166.39	\$ 4,586,375.59	\$ 4,586,375.59	\$ -	\$ 4,586,375.59	\$ -	100%
C6	Electrical, Instrumentation & Control	\$ 1,072,737.00	\$ 60,228.00	\$ 1,132,965.00	\$ 1,132,965.00	\$ -	\$ 1,132,965.00	\$ -	100%
C7	Biosolids Storage Tank	\$ 488,780.00	\$ -	\$ 488,780.00	\$ 488,780.00	\$ -	\$ 488,780.00	\$ -	100%
C8	Sanitary Sewer Improvements (Not Used)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
C9	Cured-in-Place Pipe	\$ -	\$ 149,837.00	\$ 149,837.00	\$ -	\$ -	\$ -	\$ 149,837.00	0%
C10	River Crossing (Not Used)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
C11	Masonry	\$ 225,000.00	\$ -	\$ 225,000.00	\$ 225,000.00	\$ -	\$ 225,000.00	\$ -	100%
C12	Concrete Demo (Included in C1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
C13	Owner's System Integrator WWTP	\$ 49,900.00	\$ 5,750.00	\$ 55,650.00	\$ 55,650.00	\$ -	\$ 55,650.00	\$ -	100%
	Owner's System Integrator Lift Stations	\$ -	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	100%
	General Conditions	\$ 313,700.00	\$ 47,100.00	\$ 360,800.00	\$ 344,900.00	\$ 7,600.00	\$ 352,500.00	\$ 8,300.00	98%
	Design-Builder's Fee	\$ 831,800.00	\$ 171,559.00	\$ 1,003,359.00	\$ 897,232.00	\$ 70,895.00	\$ 968,127.00	\$ 35,232.00	96%
	Basic Services - Design, VE & Pre-Con	\$ 740,000.00	\$ -	\$ 740,000.00	\$ 740,000.00	\$ -	\$ 740,000.00	\$ -	100%
	Basic Services - PM, Admin, SS	\$ 789,800.00	\$ 122,470.00	\$ 912,270.00	\$ 875,000.00	\$ 22,400.00	\$ 897,400.00	\$ 14,870.00	98%
	Design-Builder's Contingency	\$ 602,745.80	\$ (328,458.11)	\$ 274,287.69	\$ -	\$ -	\$ -	\$ 274,287.69	0%
<b>Contract Total</b>		<b>\$ 12,750,000.00</b>	<b>\$ 2,114,913.93</b>	<b>\$ 14,864,913.93</b>	<b>\$ 13,184,841.24</b>	<b>\$ 936,595.00</b>	<b>\$ 14,121,436.24</b>	<b>\$ 743,477.69</b>	<b>95%</b>

Item Description	Original Contract Amount	Changes to Date	Adjusted Contract Amount	Previously Invoiced	Work Completed this Period	Total Completed to Date	Balance to Finish	Percent Complete
CWSRF No. 5758-01	\$ 12,750,000.00	\$ 39,635.93	\$ 12,789,635.93	\$ 12,463,911.24	\$ -	\$ 12,463,911.24	\$ 325,724.69	97%
River Crossing (CO No. 5)	\$ -	\$ 1,887,894.00	\$ 1,887,894.00	\$ 578,683.00	\$ 936,595.00	\$ 1,515,278.00	\$ 372,616.00	80%
103 Grand River Building Demo (CO No. 7 & 8)	\$ -	\$ 187,384.00	\$ 187,384.00	\$ 142,247.00	\$ -	\$ 142,247.00	\$ 45,137.00	76%
<b>Total</b>	<b>\$ 12,750,000.00</b>	<b>\$ 2,114,913.93</b>	<b>\$ 14,864,913.93</b>	<b>\$ 13,184,841.24</b>	<b>\$ 936,595.00</b>	<b>\$ 14,121,436.24</b>	<b>\$ 743,477.69</b>	<b>95%</b>

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

Council Member \_\_\_\_\_, supported by Council Member \_\_\_\_\_, made a motion to adopt the following resolution:

**RESOLUTION NO. 25-42**

**A RESOLUTION TO AMEND THE BUDGET  
FOR FISCAL YEAR 2024-2025**

**WHEREAS**, State law prohibits local units of government from ending any fiscal year with a negative fund balance in any fund; and

**WHEREAS**, the Finance Director has reviewed current fund balances and expenditures for FY 2024-2025 and recommends that the Council approve the proposed amendments, set forth in the attached Exhibit A, in order to comply with State law.

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The Portland City Council approves the 2024-2025 fiscal budget amendments as listed on the attached Exhibit A.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 16, 2025

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**Monique I. Miller, City Clerk**

BUDGET AMENDMENT DETAIL REPORT FOR CITY OF PORTLAND

-4th Quarter 24-25

GL Number	DESCRIPTION	CHANGE TO BUDGET INCREASE (DECREASE)
101-000-447.000	TAX COLLECTION FEES	3,500.00
101-000-543.000	ACT 302 POLICE TRAINING GRANT	1,000.00
101-000-543.001	MCOLES CE	6,000.00
101-000-570.000	LIQUOR FEES	(1,000.00)
101-000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	(3,000.00)
101-000-624.000	MISCELLANEOUS FEES	800.00
101-000-630.000	CEMETERY LOT SALES	22,000.00
101-000-633.000	CEMETERY CARE FEES	6,000.00
101-000-634.000	GRAVE OPENING FEES	(3,000.00)
101-000-661.000	PARKING FINES	1,000.00
101-000-663.000	MISCELLANEOUS FINES	(300.00)
101-000-665.000	INTEREST INCOME	1,000.00
101-000-665.002	INTEREST INCOME-PERPETUAL CARE	(1,000.00)
101-000-678.000	MERS FOREITURE REVENUES	1,300.00
101-000-678.005	REIMBURSEMENTS-INSURANCE AND WC	(3,000.00)
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	3,000.00
101-000-678.007	REIMBURSEMENTS-PAMA	900.00
101-000-693.000	SALE OF EQUIPMENT	2,000.00
		<hr/>
		37,200.00
101-172-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	370.00
101-201-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	(700.00)
101-201-716.003	HEALTH REIMBURSEMENT ACCOUNT (HRA)	2,500.00
101-201-806.000	DATA PROCESSING	8,000.00
101-201-806.000	DATA PROCESSING	2,000.00
101-201-913.001	LIABILITY INSURANCE DEDUCTIBLE	2,500.00
101-257-934.000	M & R OFFICE EQUIPMENT	500.00
101-265-930.000	M & R BUILDING	4,000.00
101-301-710.000	S& W OVERTIME	3,000.00
101-301-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	800.00
101-301-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	100.00
101-301-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	400.00
101-301-716.003	HEALTH REIMBURSEMENT ACCOUNT (HRA)	2,000.00
101-301-933.000	M & R VEHICLES	500.00
101-301-956.000	MISCELLANEOUS EXPENSES	100.00
101-301-960.000	EDUCATION & TRAINING	(600.00)
101-301-960.002	EDUCATION & TRAINING - MANDATED CE	750.00

101-567-716.000	HEALTH INSURANCE	400.00
101-567-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	30.00
101-567-716.003	HEALTH REIMBURSEMENT ACCOUNT (HRA)	(400.00)
101-567-932.000	M & R GROUNDS	200.00
101-567-934.000	M & R OFFICE EQUIPMENT	(200.00)
101-707-702.000	S & W FULLTIME	500.00
101-707-702.000	S & W FULLTIME	300.00
101-707-710.000	S& W OVERTIME	300.00
101-707-715.000	S & W SOCIAL SECURITY	175.00
101-707-716.000	HEALTH INSURANCE	50.00
101-707-717.000	LIFE/LTD INSURANCE	60.00
101-707-718.000	PENSION	70.00
101-707-718.000	PENSION	250.00
101-707-804.336	CONTRACTUAL SERVICE-FIRE AUTHORITY	900.00
101-707-806.000	DATA PROCESSING-CITY WEBSITE	200.00
101-707-884.000	CLEANUP WEEK	1,000.00
101-707-969.001	CONTRIBUTIONS TO PAMA	4,039.00
101-707-975.002	CAP OUTLAY-OLD MILL BUILDING	1,500.00
101-707-975.002	CAP OUTLAY-OLD MILL BUILDING	3,000.00
101-728-956.000	MISCELLANEOUS EXPENSES	3,000.00
101-728-956.000	MISCELLANEOUS EXPENSES	8,000.00
101-751-710.000	S& W OVERTIME	150.00
101-751-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	(285.00)
101-751-734.000	SAFETY SUPPLIES	200.00
101-751-740.000	OPERATING SUPPLIES	(500.00)
101-751-956.000	MISCELLANEOUS EXPENSES	300.00
		<hr/>
		49,459.00
105-254-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	1,100.00
105-254-995.202	TRANSFER TO MAJOR STREETS	32,000.00
202-000-699.105	CONTRIBUTION FROM INCOME TAX	32,000.00
202-452-804.005	CONTRACT SERVICE-GRAND RIVER	32,000.00
202-463-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	(1,300.00)
202-463-716.003	HEALTH REIMBURSEMENT ACCOUNT (HRA)	1,500.00
202-478-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	1,300.00
		<hr/>
		1,500.00
203-463-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	(1,300.00)

203-475-706.000	S & W PARTTIME	200.00
203-475-715.000	S & W SOCIAL SECURITY	100.00
203-475-716.000	HEALTH INSURANCE	100.00
203-475-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	300.00
203-478-706.000	S & W PARTTIME	250.00
		<hr/>
		(350.00)

208-000-607.000	ADULT SOFTBALL FEES	500.00
208-000-608.000	YOUTH TENNIS	(2,000.00)
208-000-616.000	YOUTH BASKETBALL FEES	1,800.00
208-000-617.000	YOUTH SOCCER FEES	1,000.00
208-000-618.000	YOUTH SOFTBALL FEES	100.00
208-000-618.000	YOUTH SOFTBALL FEES	300.00
208-000-618.001	TBALL/COACH PITCH	2,100.00
208-000-620.000	YOUTH FLAG FOOTBALL FEES	(900.00)
208-000-625.000	YOUTH INSTRUCTIONAL	2,000.00
208-000-631.005	SPECIAL EVENTS	(1,000.00)
		<hr/>
		3,900.00

208-751-702.000	S & W FULLTIME	1,000.00
208-751-702.000	S & W FULLTIME	1,500.00
208-751-703.000	S & W SUPERVISOR	500.00
208-751-715.000	S & W SOCIAL SECURITY	(25.00)
208-751-716.000	HEALTH INSURANCE	(800.00)
208-751-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	(135.00)
208-751-716.003	HEALTH REIMBURSEMENT ACCOUNT (HRA)	(225.00)
208-751-716.003	HEALTH REIMBURSEMENT ACCOUNT (HRA)	25.00
208-751-718.000	PENSION	800.00
208-751-730.000	POSTAGE	50.00

210-000-643.000	SUNFIELD TWP AND VILLAGE	(15,540.00)
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210-302-702.000	S & W FULLTIME	5,000.00
210-302-702.000	S & W FULLTIME	10,000.00
210-302-706.000	S & W PARTTIME	5,000.00
210-302-710.000	S& W OVERTIME	5,000.00
210-302-710.000	S& W OVERTIME	10,000.00

210-302-715.000	S & W SOCIAL SECURITY	600.00
210-302-715.000	S & W SOCIAL SECURITY	4,600.00
210-302-716.000	HEALTH INSURANCE	(4,000.00)
210-302-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	600.00
210-302-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	900.00
210-302-716.003	HEALTH REIMBURSEMENT ACCOUNT (HRA)	2,800.00
210-302-716.003	HEALTH REIMBURSEMENT ACCOUNT (HRA)	(1,800.00)
210-302-718.000	PENSION	2,000.00
210-302-720.000	WORKER'S COMPENSATION	(1,400.00)
210-302-740.000	OPERATING SUPPLIES	1,000.00
210-302-806.000	DATA PROCESSING	2,000.00
210-302-933.000	M & R VEHICLES	(7,000.00)
210-302-956.000	MISCELLANEOUS EXPENSES	(500.00)
210-302-958.000	DUES & SUBSCRIPTIONS	500.00
210-302-958.000	DUES & SUBSCRIPTIONS	600.00
210-302-960.000	EDUCATION & TRAINING	(1,500.00)
		<hr/>
		34,400.00

248-267-710.000	S& W OVERTIME	200.00
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520-528-804.000	CONTRACTUAL SERVICE-REFUSE COLLE	7,000.00
582-201-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	600.00
582-201-716.003	HEALTH REIMBURSEMENT ACCOUNT (HRA)	3,200.00
582-201-864.000	CONFERENCE & WORKSHOP	(800.00)
582-201-902.000	ADVERTISING	598.00
582-201-927.000	MISS DIG	100.00
582-539-706.000	S & W PARTTIME	(6,000.00)
582-539-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	(3,600.00)
582-539-716.003	HEALTH REIMBURSEMENT ACCOUNT (HRA)	2,900.00
582-539-718.000	PENSION	3,000.00
582-539-745.000	MOTOR FUEL & OIL	500.00
582-539-751.000	UNIFORM CLEANING	5,000.00
582-539-803.000	ENGINEERING SERVICE	4,000.00
582-539-803.001	ENG SERVICE-POWER RATE STUDY	5,400.00
582-539-803.002	ENG SERVICE-FERC LICENSE	(5,400.00)
582-539-804.000	CONTRACTUAL SERVICE	500.00
582-539-922.000	GAS	1,000.00
582-539-925.000	PURCHASED POWER-MPPA ESP	(25,000.00)
582-539-931.000	M & R EQUIPMENT	25,000.00
582-539-933.000	M & R VEHICLES	(7,000.00)
582-539-939.000	M & R LINES	(4,000.00)
		<hr/>

		6,998.00
590-000-665.000	INTEREST INCOME	3,000.00
590-201-716.000	HEALTH INSURANCE	2,500.00
590-201-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	200.00
590-201-716.003	HEALTH REIMBURSEMENT ACCOUNT (HRA)	2,300.00
590-201-851.000	TELEPHONE SERVICE	1,000.00
		<hr/>
		6,000.00
590-441-710.000	S& W OVERTIME	1,000.00
590-441-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	(150.00)
590-441-775.000	M & R SUPPLIES	30,000.00
		<hr/>
		30,850.00
590-548-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	(100.00)
590-548-804.000	CONTRACTUAL SERVICE	(1,000.00)
590-548-804.000	CONTRACTUAL SERVICE	(45,000.00)
590-548-921.000	ELECTRICITY	15,000.00
590-548-930.000	M & R BUILDING	15,000.00
590-548-931.000	M & R EQUIPMENT	1,000.00
591-201-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	600.00
591-201-716.003	HEALTH REIMBURSEMENT ACCOUNT (HRA)	1,500.00
		<hr/>
		2,100.00
591-441-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	(500.00)
591-441-936.000	M & R WELLS	(10,000.00)
591-441-940.000	M & R WATER TOWER	10,000.00
		<hr/>
		(500.00)
661-201-801.000	LEGAL SERVICE	500.00
661-441-716.002	HEALTH SAVINGS ACCOUNT CONTRIBUTION	(700.00)
661-441-977.000	CAPITAL OUTLAY-EQUIPMENT	13,000.00
661-441-977.018	CAPITAL OUTLAY - LEAF MACHINE	(39,000.00)
		<hr/>
		(26,200.00)

**PORTLAND CITY COUNCIL**  
Ionia County, Michigan

Council Member \_\_\_\_\_, supported by Council Member \_\_\_\_\_, made a motion to adopt the following resolution:

**RESOLUTION NO. 25-43**

**A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENTS TO  
CITY BOARDS AND COMMISSIONS**

**WHEREAS**, City Council has established guidelines for appointments to City Boards and Commissions pursuant to Council Policy 96-1; and

**WHEREAS**, the Mayor has reviewed the applications for the various City Boards and Commissions and, in accordance with Council Policy 96-1, requests that the Council confirm the following appointments:

Board of Light & Power

-Robert Baldyga to a term expiring June 30, 2028

Planning Commission

-Jason Williamson to a term expiring June 30, 2028

**NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The Portland City Council confirms the Mayor's appointments as set forth above.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

**Ayes:**

**Nays:**

**Absent:**

**Abstain:**

**RESOLUTION DECLARED ADOPTED.**

**Dated:** June 16, 2025

\_\_\_\_\_  
**Monique I. Miller, City Clerk**



# City of Portland

Portland, Michigan

Minutes of the City Council Meeting

Held on Monday, June 2, 2025

In the City Council Chambers at City Hall

259 Kent St., Portland, MI 48875

Present: Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, and Johnston; City Manager Dymczyk; City Clerk Miller; Finance Director Tolan; Police Chief Thomas; DDA Director ConnerWellman

Absent: Council Member Sheehan

Guests: Jeff Anderson of Michigan CLASS; Kathy Parsons; Mike Judd

The meeting was called to order at 7:00 P.M. by Mayor Barnes with the Pledge of Allegiance.

Motion by Fitzsimmons, supported by VanSlambrouck, to approve the proposed revised agenda as presented.

Yeas: Fitzsimmons, VanSlambrouck, Johnston, Barnes

Nays: None

Absent: Sheehan

Adopted

Motion by VanSlambrouck, supported by Johnston, to excuse the absence of Council Member Sheehan.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Barnes

Nays: None

Absent: Sheehan

Adopted

There was no Public Comment.

Under City Manager Report, City Manager Dymczyk reported on recent and upcoming activities. He thanked the VFW for the invitation to the Memorial Day Parade and thanked all of those that have served our Country.

City Manager Dymczyk noted there has been discussion with Portland Township for a potential 425 Agreement for a residential development on the west side of Portland.

City Manager Dymczyk also noted he, Finance Director Tolan, and Parks and Recreation Director Brown have been attending board meetings of the surrounding jurisdictions whose residents participate in City of Portland recreation programs to request funding for Fiscal Year 2025/2026.

Under Presentations, Jeff Anderson of Michigan CLASS, Michigan Cooperative Liquid Assets Securities System, presented information on the organization and methods/strategies of investment.

DDA Director ConnerWellman presented the report on Downtown activities.

Under New Business, the Council considered Resolution 25-30 to approve the addition of Michigan Cooperative Liquid Assets Securities System (Michigan CLASS) as an approved investment option for the City of Portland.

Motion by Fitzsimmons, supported by VanSlambrouck, to approve Resolution 25-30 to approve the addition of Michigan Cooperative Liquid Assets Securities System as an approved investment option.

Yeas: Fitzsimmons, VanSlambrouck, Johnston, Barnes

Nays: None

Absent: Sheehan

Adopted

The Council considered Resolution 25-31 to approve the funding and implementation of body-worn cameras for police officers. Funds for a body-worn camera program have been budgeted in the Fiscal Year 2025-2026 budget. The City Manager and Police Chief recommend the approval of the proposal from Motorola for the purchase of three Watchguard body worn cameras to integrate with the current Watchguard in-car camera system, in the amount of \$17,294.00.

Motion by Johnston, supported by Fitzsimmons, to approve Resolution 25-31 approving the funding and implementation of body-worn cameras for police officers.

Yeas: Johnston, Fitzsimmons, VanSlambrouck, Barnes

Nays: None

Absent: Sheehan

Adopted

The Council considered Resolution 25-32 to approve a proposal, in the amount of \$12,500.00, from Fleis & VandenBrink to renew professional services related to the Wellhead Protection Program and for administration of the EGLE Grant related to new well site evaluation.

Motion by VanSlambrouck, supported by Johnston, to approve Resolution 25-32 approving a proposal from Fleis & VandenBrink to renew professional services for assistance with the Wellhead Protection Program and a new well site evaluation.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Barnes

Nays: None

Absent: Sheehan

Adopted

The Council considered Resolution 25-33 to authorize a Pension Waiver Application to be submitted to the Michigan Department of Treasury. The Protecting Local Government Retirement and Benefits Act was signed into law in 2017 and is intended to preserve public employee pension and healthcare benefits through establishing minimum funding levels and State oversight. The City of Portland provides its pension benefits through MERS (Michigan Municipal Employee Retirement Systems). The Act requires pensions to meet a 60% funding level. The City was recently notified that its funding level was 58.5%. With Council approval, the City may request a waiver establishing a deficit elimination plan based on certain criteria by submitting an Application for Waiver. The City has taken significant steps well before this legislation to address pension funding and is currently in year 8 of a 20-year plan to fully funded. The City Manager and Finance Director recommend Council approval of the Application for Waiver.

Motion by Fitzsimmons, supported by VanSlambrouck, to approve Resolution 25-33 approving and authorizing a Pension Waiver Application to be submitted to the Michigan Department of Treasury.

City of Portland  
City Council Minutes – June 2, 2025

Yeas: Fitzsimmons, VanSlambrouck, Johnston, Barnes  
Nays: None  
Absent: Sheehan  
Adopted

The Council considered Resolution 25-34 to approve the purchase of switchgear cabinets from Irby in the amount of \$45,792.00, for the Grant Street Substation Project.

Motion by Johnston, supported by Fitzsimmons, to approve Resolution 25-34 approving the purchase of switchgear cabinets for the Grant Street Substation Project for the Electric Department.

Yeas: Johnston, Fitzsimmons, VanSlambrouck, Barnes  
Nays: None  
Absent: Sheehan  
Adopted

The Council considered Resolution 25-35 to approve Change Order 150-0402, in the amount of \$5,754.85 for foundation redesign, to the contract with Newkirk Electric Associates for the Grant Street Substation Project.

Motion by VanSlambrouck, supported by Johnston, to approve Resolution 25-35 approving Change Order 150-0402 to the contract with Newkirk Electric Associates for the Grant Street Substation Project.

Yeas: VanSlambrouck, Johnston, Fitzsimmons, Barnes  
Nays: None  
Absent: Sheehan  
Adopted

The Council considered Resolution 25-36 to update the Cemetery Rate Schedule.

Motion by Fitzsimmons, supported by VanSlambrouck, to approve Resolution 25-36 to update the Cemetery Rate Schedule.

Yeas: Fitzsimmons, VanSlambrouck, Johnston, Barnes  
Nays: None  
Absent: Sheehan  
Adopted

The Council considered Resolution 25-37 to request \$250,000 in funding for road improvements on Hill St. through the Transportation Economic Development Fund Category B Program. The City commits to providing at least \$399,000 toward the construction costs of the potential project.

Motion by Johnston, supported by Fitzsimmons, to approve Resolution 25-37 to establish a Request for Funding, designate an agent, attest to the existence of funds and commit to implementing a Maintenance Program for roadway improvements on Hill Street funded by the Transportation Economic Development Fund Category B Program.

Yeas: Johnston, Fitzsimmons, VanSlambrouck, Barnes  
Nays: None  
Absent: Sheehan  
Adopted

Motion by Fitzsimmons, supported by VanSlambrouck, to approve the Consent Agenda which includes the Minutes and Synopsis from the Regular City Council Meeting held on May 19, 2025, payment of invoices in the amount of \$77,145.93 and payroll in the amount of \$157,179.99 for a total of \$234,325.92. Purchase orders to Deere & Company in the amount of \$5,200.00 for a John Deere Z920M ZTrak Mower through the

City of Portland  
City Council Minutes – June 2, 2025

Trade In Program, National Wash Authority in the amount of \$9,550.00 for cleaning of the Charlotte Hwy. Water Tower, Total Security Solutions in the amount of \$14,241.00 to add Bullet Proof Glass at the City Hall front counter, and Fleis & VandenBrink in the amount of \$17,250.00 for diesel clean up monitoring and reporting at the Electric Department were included.

Yeas: Fitzsimmons, VanSlambrouck, Johnston, Barnes

Nays: None

Absent: Sheehan

Adopted

City Manager Dymczyk thanked City Clerk Miller and staff for the work on the large Council packet on a short week.

Under Council Member Comments, Mayor Pro-Tem VanSlambrouck noted how important the new electric substation project is to the City utility infrastructure.

He also extended his thoughts and prayers to the Lightner Family after their home was destroyed by a fire over the weekend. The VFW will hold a fundraiser for the family on Friday, June 6, 2025.

Council Member Fitzsimmons complimented the Parks and Recreation Department on the use of the ballfields over the week. It was noticeable the events brought a lot of people to the City and local businesses.

Mayor Barnes noted the Board & Commission applications from Robert Baldya and Dr. Jason Williamson included in the Communications.

Motion by Johnston, supported by Fitzsimmons, to adjourn the regular meeting.

Yeas: Johnston, Fitzsimmons, VanSlambrouck, Barnes

Nays: None

Absent: Sheehan

Adopted

Meeting adjourned at 7:51 P.M.

Respectfully submitted,

---

James E. Barnes, Mayor

---

Monique I. Miller, City Clerk

**City of Portland**  
**Synopsis of the Minutes of the June 2, 2025, City Council Meeting**  
**In the City Council Chambers at City Hall**  
**259 Kent St., Portland, MI 48875**

The City Council meeting was called to order by Mayor Barnes at 7:00 P.M.

**Present** - Mayor Barnes, Mayor Pro-Tem VanSlambrouck, Council Members Fitzsimmons, and Johnston; City Manager Dymczyk; City Clerk Miller; Finance Director Tolan; Police Chief Thomas; DDA Director ConnerWellman

**Absent** - Council Member Sheehan

**Presentation** - Jeff Anderson of Michigan CLASS, Michigan Cooperative Liquid Assets Securities System, presented information on the organization and methods/strategies of investment.

**Presentation** - DDA Director ConnerWellman presented the report on Downtown activities.

**Resolution 25-30** to approve the addition of Michigan Cooperative Liquid Assets Securities System as an approved investment option.

All in favor. Approved.

**Resolution 25-31** approving the funding and implementation of body-worn cameras for police officers.

All in favor. Approved.

**Resolution 25-32** approving a proposal from Fleis & VandenBrink to renew professional services for assistance with the Wellhead Protection Program and a new well site evaluation.

All in favor. Approved.

**Resolution 25-33** approving and authorizing a Pension Waiver Application to be submitted to the Michigan Department of Treasury.

All in favor. Approved.

**Resolution 25-34** approving the purchase of switchgear cabinets for the Grant Street Substation Project for the Electric Department.

All in favor. Approved.

**Resolution 25-35** approving Change Order 150-0402 to the contract with Newkirk Electric Associates for the Grant Street Substation Project.

All in favor. Approved.

**Resolution 25-36** to update the Cemetery Rate Schedule.

All in favor. Approved.

**Resolution 25-37** to establish a Request for Funding, designate an agent, attest to the existence of funds and commit to implementing a Maintenance Program for roadway improvements on Hill Street funded by the Transportation Economic Development Fund Category B Program.

All in favor. Approved.

**Approval of the Consent Agenda.**

All in favor. Adopted.

**Adjournment at 7:51 P.M.**

All in favor. Adopted.

A copy of the approved Minutes is available upon request at City Hall, 259 Kent Street.

Monique I. Miller, City Clerk

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
KARA DOUGHERTY	02767	ASSESSING SERVICES 1ST HALF OF JUNE 2025 - ASSE	1,679.75
D & E ELECTRIC LLC	02640	100 AMP SVC- WW APP CONS AGENDA 1-6-25	9,740.00
ALT PRINTING CO.	02712	TBALL SHIRTS - REC	607.50
GRANGER	00175	REFUSE-ELECTRIC	102.53
GRANGER	00175	STREET SWEEPING- MAJOR STS	145.39
CULLIGAN	02130	WATER X3 CITY HALL - GEN	23.00
PLEUNE SERVICE COMPANY INC.	00741	BOILER REPAIR - CITY HALL	890.25
BADGER METER INC.	02247	ORION CELLULAR LTE SVC - WATER	885.96
HART INTERCIVIC	02777	LICENSE/SUPPORT RENEW ELEC TAB - ELECTIONS	1,228.00
SPECTRUM PRINTERS, INC.	02648	AFFIDAVIT OF ID COUNCIL ELECTION -ELECTIONS	25.84
ALT PRINTING CO.	02712	COED SOFTBALL SHIRTS CHAMP - REC	314.00
WESTPHALIA MILLING CO.	00480	ATHLETIC CHALK - REC	69.00
GRANGER	00175	REFUSE - POLICE, COM PROMO	102.53
GRANGER	00175	SPRING CLEAN UP - COM PROMO	777.00
KEUSCH TIRE & AUTO	00228	TIRE PURCHASE AND INSTALL - PARK, CEM	162.57
PET WASTE ELIMINATOR	02860	DOG WASTE STATION SUPPLIES - PARKS, CEM	328.99
FAMILY FARM & HOME	01972	PUSH MOWER - MAJ, LOC STS	299.99
HAMMOND FARMS NORTH	02518	4 YDS BLACK MULCH - MAJ STS	131.00
VERIZON WIRELESS	00470	PHONE DATA - VAR DEPTS	1,094.87
ETNA SUPPLY COMPANY	00146	CURB BOX - WATER	92.47
MOYER CONSTRUCTION	00316	SIDEWALK REPLACEMENT - WATER	750.00
CULLIGAN	02130	COOLER RENTAL - WW	15.00
CULLIGAN	02130	WATER X1 - WW	9.00
OTC INDUSTRIAL TECHNOLOGIES	02928	2 YEAR SVC AGREEMENT - WW	5,502.00
USA BLUEBOOK	01850	PH PROBE, PRO BOD SENSOR CAP - WW	454.32
MWEA OFFICE	01347	OPERATIONS TRAINING - WW	645.00
MEDICARE PART B	MISC	OVERPAYMENT ERROR - AMB	611.61
EDWARD LEIK	02201	REIMB FOR 4 TREES - COM PROMO	1,058.63
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	312.94
DON FOX	02717	CPR TRAINING - AMB	27.00
DAN SOWLES	02724	SUPPLIES REIMB - AMB	300.92
PLB PLANNING GROUP LLC	02504	CONSULTATION - CODE	240.00
CONSUMERS ENERGY	00095	GAS SERVICE - ELECTRIC	200.16
GRANGER	00175	REFUSE-WW	236.43
GRANGER	00175	REFUSE- DPW, PARKS, CEM	343.98

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
GRANGER	00175	CLEAN UP DAY - COM PROMO	11,052.90
LEE HAGER	MISC	ENERGY OPTZ REFUND PROGRAM - ELECTRIC	125.00
MICHIGAN MUNICIPAL WC FUND	00291	POLICY PREMIUM 7/1/25-1/1/26 - VAR DEPTS	25,785.00
UM HEALTH-SPARROW OCCUPATIONAL	HLT00340	PRE EMPLOY PHYSICAL - PARKS	312.00
UTILITY CONSULTING GROUP, LLC	00465	CALC PCA FACTOR - ELECTRIC	1,112.25
PAMA	01370	40% & 100% CONT TO PAMA - COM PROMO	447.60
J H OIL COMPANY	02887	DIESEL TANK FILL - PARKS, CEM	352.08
FAMILY FARM & HOME	01972	SUPPLIES - MTR POOL	30.98
TIMBER TREE SERVICES LLC	01817	STUMP GRINDING, TREE TRIMMING - MAJ, LOC STS	1,920.00
FAMILY FARM & HOME	01972	WEED CONTROL - PARKS, CEM	169.98
SUNFIELD TOWNSHIP	02950	PER CAPITA REFUND - AMB	15,540.00
BANDIT INDUSTRIES INC.	02347	KNIVES - MTR POOL	99.35
BANDIT INDUSTRIES INC.	02347	HARDWARE - MTR POOL	105.94
HYDROCORP	02340	INSPECTION & REPORT - WTR APP RES 21-49	632.00
KURT HINDS BUILDING & RENOVATION	L02747	DOORS & WINDOWS - WW APP CONS AGENDA 5-5-25	13,387.70
VAN BRO'S IRRIGATION INC.	01762	SEASONAL SPRINKLER START UP - ELECTRIC	315.00
STATE OF MICHIGAN	02577	BACTI SAMPLES - WATER	96.00
FERGUSON WATERWORKS	02558	MIN CURB BOX - WATER	413.30
FERGUSON WATERWORKS	02558	CURB BOX EXT - WATER	24.89
NEWKIRK ELECTRIC ASSOCIATES	00331	SUBSTATION CONSTRUCT GRANT ST - ELEC APP RES 24	236,189.07
F&V CONSTRUCTION MANAGEMENT IN	00828	RIVER CROSSING MAY CR APP #34 - WW	936,595.00
RANGE TELECOMMUNICATIONS	02872	TELECOM AFTER HOURS SERV CALLS - ELECTRI	281.45
MARC'S MARINE	01867	BOAT MOTOR MAINTENANCE - ELECTRIC	113.09
PORTLAND IRON & METAL, INC.	02730	HARDWARE - ELECTRIC	75.79
MENARDS	00260	HARDWARE - ELECTRIC	189.99
TRACE ANALYTICAL LABORATORIES INC	02909	TEST OF TREATED WTR - ELECTRIC	225.60
TREVER THOMSEN	MISC	TRANSPORT LEAF VAC - MTR POOL	1,000.00
FAMILY FARM & HOME	01972	GLYPHOSATE - MAJ, LOC STS	139.98
O'LEARY PAINT CO	02729	TRAFFIC PAINT - MAJ STS	452.85
ROBERT LAMSON PHD	02795	PSYCH EVAL B HELMS - POLICE	495.00
MICHIGAN STATE POLICE	00275	TOKEN FEE X2 - POLICE	66.00
STAR THOMAS	01654	SUPPILES REIM - POLICE	103.86
ADVANCED PAVEMENT MARKING	02377	STREET PAINTING 2025- MAJ STS APP RES 25-20	20,161.11
J H OIL COMPANY	02887	GAS - PARKS, CEM	571.64
FLEIS & VANDENBRINK	00153	MDOT CAT B APPLICATON - GEN	940.00

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
FLEIS & VANDENBRINK	00153	ENGINEERING SVCS - MAJ STS	894.00
FLEIS & VANDENBRINK	00153	DIVINE HWY BRIDGE ENG SVC - MAJ STS	411.25
MACQUEEN	02900	REPAIR OF LEAF MACHINE - MTR POOL APP CONS AGEN	12,368.60
KEUSCH TIRE & AUTO	00228	TIRE REPAIR - MTR POOL	30.00
CAPITAL ASPHALT LLC	02578	ASPHALT - MAJ, LOC STS	456.96
CULLIGAN	02130	WATER X1 - PARKS & CEM	9.00
UNITED RENTALS	02947	PORTABLE TOILET DELIVERY- PARKS	90.00
UNITED RENTALS	02947	PORTABLE TOILET DELIVERY- PARKS	90.00
FAMILY FARM & HOME	01972	GT NOZZLE , TORQUE WRENCH - WW	159.97
FAMILY FARM & HOME	01972	HARDWARE SUPPLIES - WW	117.96
S&K PRINTING	00400	SUMMER TAX BILLS - GEN	450.00
COOK BROS EXCAVATING	00101	SERVICE LINE REPAIR ACADEMY - WATER	2,250.00
SELBY LAWN CARE	02736	LAWN MOWING - ELECTRIC	1,260.00
POWER LINE SUPPLY COMPANY	00389	SUPPLIES FOR DISTRIBUTOR - ELECTRIC	794.00
HOMETOWN SPORTS, INC.	01326	STICKERS FOR ASSET MGT - ELECTRIC	1,272.00
OLSON & HOWARD, PC	02951	WORK ON ORDINANCE UPDATES - ELECTRIC	960.50
POWER LINE SUPPLY COMPANY	00389	M&R LINES - ELECTRIC	501.00
VC3 INC.	02745	MICROSOFT BACKUPS & MONTHLY AGREEMENT MAY- GEN	1,880.90
HASTINGS FIBER GLASS PRODUCTS	01124	LINE TESTER - ELECTRIC	775.87
MHR BILLING	01780	MAY 2025 BILLING - AMB	2,400.00
ELHORN ENGINEERING	00139	EL CHLOR CARBOY - WATER	778.00
PM TECHNOLOGIES	02952	PREV MAINT WELL 7 - WATER	925.00
PM TECHNOLOGIES	02952	PREV MAINT WELL 4 - WATER	977.00
COOK BROS EXCAVATING	00101	SERVICE LINE REPLACEMENT - WATER	3,470.00
HAVILAND PRODUCTS COMPANY	02850	FERRIC CHLORIDE - WW APP CONSENT AGENDA 4-21-25	11,257.69
THE SAFETY COMPANY LLC DBA MTECH	02306	CUES, HARDWARE - WW APP CONS AGENDA 5-19-25	19,431.90
BOUND TREE MEDICAL LLC.	01543	MEDICAL SUPPLIES - AMB	26.37
TOM'S FOOD CENTER	00452	VAR SUPPLIES/PURCHASES - VAR DEPTS	955.09
HOMEWORKS TRI-COUNTY ELECTRIC	02092	FIBER COST - VAR DEPTS	1,110.19
STAPLES	00426	VAR SUPPLIES/PURCHASES - VAR DEPTS	683.37
MCGINTY HITCH PERSON ANDERSON REVO02907		LABOR LEGAL SVCS - GEN	2,756.50
F&V OPERATIONS & RESOURCE MANAGMNT02564		PROFESSIONAL SERVICES - WW	383.80
MRWA	01935	ANNUAL MEMBERSHIP FEES - WTR	850.00
USA BLUEBOOK	01850	PRINTER CARTRIDGE, TAPE - WW	416.97
USA BLUEBOOK	01850	PRINTER CARTRIDGE, YELLOW TAPE - WW	40.15

VENDOR NAME	VENDOR	DESCRIPTION	AMOUNT
USA BLUEBOOK	01850	SAFETY CABINET - WW	1,569.95
ALTA EQUIPMENT COMPANY	02653	HOTBOX PARTS - MTR POOL	298.16
PET WASTE ELIMINATOR	02860	DOG WASTE BAGS - PARKS	583.99
BAILEY BROTHERS EXTERIOR CLEANING	02953	PRESSURE WASH GR RIV WALL - MAJ STS	1,350.00
BRYAN SCHEURER	00600	OFFICIAL - REC	225.00
BRIAN RUSSELL	00593	OFFICIAL - REC	225.00
JERRYD SCHEURER	02785	OFFICIAL - REC	60.00
KAYLYNN WIZOREK	02895	OFFICIAL - REC	36.00
TANNER BROWNELL	02800	OFFICIAL - REC	24.00
MENARDS	00260	LIGHT FIXTURE, CEMENT, BOARDS - PARKS, CEM	296.27
FOSTER, SWIFT, COLLINS & SMITH PC	02866	LEGAL SERVICES - GEN	123.00
CINTAS	00083	UNIFORM CLEANING, BLDG SUPPLIES - VAR DEPTS	1,440.71
GRANGER	00175	MAY REFUSE BILLING AND RATE ADJ - REFUSE	19,752.29
Total:			\$1,396,148.44

**BI-WEEKLY  
WAGE REPORT  
June 9, 2025**

DEPARTMENT	GROSS EARNINGS CURRENT PAY	GROSS EARNINGS YEAR-TO-DATE	SOCIAL SECURITY & FRINGE BENEFITS CURRENT PAY	SOCIAL SECURITY & FRINGE BENEFITS YEAR-TO-DATE	TOTAL CURRENT PAYROLL	GRAND TOTAL YEAR-TO-DATE
GENERAL ADMIN.	12,703.69	322,668.98	3,953.08	79,556.48	16,656.77	402,225.46
ASSESSOR	-		-	-		
CEMETERY	7,880.45	112,681.94	2,580.21	29,871.12	10,460.66	142,553.06
POLICE	33,619.03	521,112.15	8,379.31	161,561.97	41,998.34	682,674.12
CODE ENFORCEMENT	13.77	544.15	1.06	41.81	14.83	585.96
PARKS	4,589.35	86,955.13	1,064.12	16,360.43	5,653.47	103,315.56
INCOME TAX	2,371.75	71,134.32	1,023.28	25,546.01	3,395.03	96,680.33
MAJOR STREETS	4,000.11	117,606.09	1,711.32	46,414.71	5,711.43	164,020.80
LOCAL STREETS	4,836.61	106,215.68	2,580.58	44,892.35	7,417.19	151,108.03
RECREATION	1,866.10	49,221.56	418.06	9,505.19	2,284.16	58,726.75
AMBULANCE	44,216.22	684,967.48	8,008.91	136,431.66	52,225.13	821,399.14
DDA	3,108.70	73,618.64	649.69	12,805.43	3,758.39	86,424.07
ELECTRIC	38,256.12	679,410.72	12,012.72	204,350.14	50,268.84	883,760.86
WASTEWATER	10,632.59	262,363.39	2,900.05	64,410.58	13,532.64	326,773.97
WATER	7,151.34	183,872.21	3,423.03	68,061.22	10,574.37	251,933.43
MOTOR POOL	749.36	24,544.08	248.01	7,235.13	997.37	31,779.21
<b>TOTALS:</b>	<b>175,995.19</b>	<b>3,296,916.52</b>	<b>48,953.43</b>	<b>907,044.23</b>	<b>224,948.62</b>	<b>4,203,960.75</b>





# PURCHASE ORDER

## City of Portland

P.O. **16861**

259 Kent Street  
Portland, MI 48875  
(517) 647-7531

VENDOR TRISAN TECHNOLOGIES

DATE: 6-10-2025

DESCRIPTION	GL NUMBER	SPLIT	LINE TOTAL
- #318045 BOARD KIT	590-548-740		\$4600.45
SCC-APWB 120V			
- SURCHARGE			\$230.02
- FREIGHT			\$254.00
DEPARTMENT HEAD (UP TO \$500) <u>[Signature]</u>		TOTAL	\$5,084.47

[Signature]  
Authorized by City Manager  
(For Purchases over \$500 and less than \$5,000)

[Signature]  
Treasurer Initials



**QUOTATION**  
**QM0001949**

BRANDS INCLUDE: ARIA FILTRA™, AQUAFINE®, TROJANUV®, VIQUA®  
TROJAN TECHNOLOGIES CORP  
4310 44th St SE  
Kentwood, MI 49512  
USA  
T: 1-866-388-0488  
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Quote Date : 06-10-2025  
Quote Expiry Date : 07-10-2025

**\*\* LT is 7 Days from day of Sales Order Generation**

**Tony Smith**  
**(517) 647-2948**  
**wwtp@portland-michigan.org**

Line	Project Item Description	Quantity	Price Discount %	Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
10	318045 BOARD KIT, SCC-AFWB 120V	1.00	4,600.45/ EA	4,600.45 4,600.45	0.00% 0.00	4,600.45
20	SURCHARGE SURCHARGE We are applying a TEMPORARY SURCHARGE due to the increasing costs caused by the uncertainty in the global economy.	1.00	230.02/ EA	230.02 230.02	0.00% 0.00	230.02
30	FREIGHT FREIGHT & HANDLING	1.00	254.00/ EA	254.00 254.00	0.00% 0.00	254.00
		Goods	4,600.45	Discount	0.00 Tax Amount	Total USD
		Costs	484.02	Subtotal	5,084.47	5,084.47

User: NBROWN

DB: Portland

PERIOD ENDING 05/31/2025

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	05/31/2025 NORMAL (ABNORMAL)	MONTH 05/31/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
101-000-402.000	REAL PROPERTY TAXES	1,293,100.00	1,330,842.71	0.00	(37,742.71)	102.92
101-000-432.000	PILOT-GOLDEN BRIDGE MANOR	1,900.00	0.00	0.00	1,900.00	0.00
101-000-432.001	PILOT- WODA (OLD SCHOOL MANOR)	3,400.00	3,356.01	0.00	43.99	98.71
101-000-445.000	PENALTY & INTEREST	5,800.00	5,664.41	0.00	135.59	97.66
101-000-447.000	TAX COLLECTION FEES	53,500.00	53,570.75	0.00	(70.75)	100.13
101-000-451.000	SPECIAL ASSESSMENT FEES	0.00	4.86	0.00	(4.86)	100.00
101-000-476.000	BUSINESS PERMITS	0.00	690.00	0.00	(690.00)	100.00
101-000-477.000	CABLE TV FEES	9,000.00	8,419.01	1,839.75	580.99	93.54
101-000-490.000	NON-BUSINESS PERMITS	85,000.00	25,150.00	1,778.00	59,850.00	29.59
101-000-543.000	ACT 302 POLICE TRAINING GRANT	2,200.00	2,240.52	0.00	(40.52)	101.84
101-000-543.001	MCOLES CE	6,000.00	6,000.00	0.00	0.00	100.00
101-000-568.000	CONTRIBUTION FROM STATE -GRANT	112,500.00	112,500.00	112,500.00	0.00	100.00
101-000-570.000	LIQUOR FEES	3,000.00	3,421.55	996.05	(421.55)	114.05
101-000-573.000	LOCAL COMM. STABILIZATION SHARE APPROP	5,000.00	1,689.55	0.00	3,310.45	33.79
101-000-574.000	REVENUE SHARING-CONST SALES	417,839.00	344,424.00	0.00	73,415.00	82.43
101-000-574.001	REVENUE SHARING-STAT SALES	135,927.00	110,023.00	0.00	25,904.00	80.94
101-000-574.002	REVENUE SHARING -PUBLIC SAFETY	2,517.00	606.00	0.00	1,911.00	24.08
101-000-609.000	SEX OFFENDER REGISTRATION FEES	100.00	0.00	0.00	100.00	0.00
101-000-620.000	PBT TESTING FEES	0.00	9.00	0.00	(9.00)	100.00
101-000-623.000	TRANSCRIPT FEES	700.00	602.49	28.64	97.51	86.07
101-000-624.000	MISCELLANEOUS FEES	800.00	864.60	0.00	(64.60)	108.08
101-000-628.000	ADMINISTRATIVE CHARGES	480,352.00	440,322.63	40,029.33	40,029.37	91.67
101-000-630.000	CEMETERY LOT SALES	37,000.00	42,850.00	3,050.00	(5,850.00)	115.81
101-000-633.000	CEMETERY CARE FEES	19,000.00	22,765.60	3,170.00	(3,765.60)	119.82
101-000-634.000	GRAVE OPENING FEES	13,000.00	27,900.00	3,200.00	(14,900.00)	214.62
101-000-656.000	DISTRICT COURT FINES	9,500.00	5,916.72	575.04	3,583.28	62.28
101-000-661.000	PARKING FINES	1,500.00	1,930.00	310.00	(430.00)	128.67
101-000-663.000	MISCELLANEOUS FINES	1,300.00	1,520.00	110.00	(220.00)	116.92
101-000-665.000	INTEREST INCOME	6,000.00	7,757.42	507.42	(1,757.42)	129.29
101-000-665.002	INTEREST INCOME-PERPETUAL CARE	1,000.00	1,472.83	6.54	(472.83)	147.28
101-000-667.000	RENTAL INCOME	12,500.00	8,820.00	1,390.00	3,680.00	70.56
101-000-676.001	DONATIONS-MISCELLANEOUS	0.00	125.00	0.00	(125.00)	100.00
101-000-676.006	DONATION - PARKS	0.00	100.00	0.00	(100.00)	100.00
101-000-678.000	MERS FOREITURE REVENUES	2,500.00	2,473.38	0.00	26.62	98.94
101-000-678.005	REIMBURSEMENTS-INSURANCE AND WC	6,000.00	5,730.03	0.00	269.97	95.50
101-000-678.006	REIMBURSEMENTS- MISCELLANEOUS	43,000.00	46,790.04	911.26	(3,790.04)	108.81
101-000-678.007	REIMBURSEMENTS-PAMA	2,900.00	2,903.40	0.00	(3.40)	100.12
101-000-678.016	REIMBURSEMENTS - ELECTIONS	5,500.00	5,593.55	0.00	(93.55)	101.70
101-000-693.000	SALE OF EQUIPMENT	7,000.00	7,208.99	0.00	(208.99)	102.99
101-000-699.150	TRANSFER FROM PERP CARE	400.00	345.59	31.82	54.41	86.40
101-000-699.582	TRANSFER FROM ELECTRIC (IN LIEU	133,391.00	133,391.00	0.00	0.00	100.00
101-000-699.590	TRANS FROM WASTEWATER (IN LIEU O	67,670.00	67,670.00	0.00	0.00	100.00
101-000-699.591	TRANSFER FROM WATER (IN LIEU OF	39,256.00	39,256.00	0.00	0.00	100.00
TOTAL REVENUES		3,027,052.00	2,882,920.64	170,433.85	144,131.36	95.24
Expenditures						
100	COUNCIL	34,860.00	25,923.85	162.97	8,936.15	74.37
172	CITY MANAGER	242,006.00	205,146.60	15,748.94	36,859.40	84.77
201	GENERAL ADMINISTRATION	597,907.00	442,577.61	22,708.18	155,329.39	74.02
257	ASSESSING	67,120.00	60,208.44	5,413.15	6,911.56	89.70
262	ELECTIONS	15,280.00	8,637.64	0.00	6,642.36	56.53
265	CITY HALL	104,435.00	81,744.36	6,691.84	22,690.64	78.27
301	POLICE	1,008,126.00	761,869.86	56,596.00	246,256.14	75.57
371	CODE ENFORCEMENT	30,875.00	19,075.75	931.57	11,799.25	61.78

REVENUE AND EXPENDITURE REPORT FOR CITY OF PORTLAND

PERIOD ENDING 05/31/2025

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	05/31/2025 NORMAL (ABNORMAL)	MONTH 05/31/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
567	CEMETERY	210,377.00	158,045.94	16,796.73	52,331.06	75.13
707	COMMUNITY PROMOTIONS	452,655.00	421,151.88	5,359.35	31,503.12	93.04
728	ECONOMIC DEVELOPMENT	39,750.00	32,594.42	4,800.90	7,155.58	82.00
751	PARKS	438,752.00	361,634.77	15,928.22	77,117.23	82.42
TOTAL EXPENDITURES		<u>3,242,143.00</u>	<u>2,578,611.12</u>	<u>151,137.85</u>	<u>663,531.88</u>	<u>79.53</u>
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		3,027,052.00	2,882,920.64	170,433.85	144,131.36	95.24
TOTAL EXPENDITURES		<u>3,242,143.00</u>	<u>2,578,611.12</u>	<u>151,137.85</u>	<u>663,531.88</u>	<u>79.53</u>
NET OF REVENUES & EXPENDITURES		(215,091.00)	304,309.52	19,296.00	(519,400.52)	141.48

PERIOD ENDING 05/31/2025

GL NUMBER	DESCRIPTION	2024-25		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	05/31/2025	MONTH 05/31/2025	NORMAL	(ABNORMAL)	
Fund 105 - INCOME TAX FUND								
Fund 105 - INCOME TAX FUND:								
	TOTAL REVENUES	1,061,100.00		1,060,331.51	119,385.26		768.49	99.93
	TOTAL EXPENDITURES	2,331,201.00		840,760.38	62,271.53		1,490,440.62	36.07
	NET OF REVENUES & EXPENDITURES	(1,270,101.00)		219,571.13	57,113.73		(1,489,672.13)	17.29
Fund 202 - MAJOR STREETS FUND								
Fund 202 - MAJOR STREETS FUND:								
	TOTAL REVENUES	2,189,094.00		935,013.12	71,349.49		1,254,080.88	42.71
	TOTAL EXPENDITURES	2,342,114.00		912,469.58	53,561.58		1,429,644.42	38.96
	NET OF REVENUES & EXPENDITURES	(153,020.00)		22,543.54	17,787.91		(175,563.54)	14.73
Fund 203 - LOCAL STREETS FUND								
Fund 203 - LOCAL STREETS FUND:								
	TOTAL REVENUES	399,913.00		394,314.59	12,902.89		5,598.41	98.60
	TOTAL EXPENDITURES	419,633.00		278,215.49	22,606.76		141,417.51	66.30
	NET OF REVENUES & EXPENDITURES	(19,720.00)		116,099.10	(9,703.87)		(135,819.10)	588.74
Fund 208 - RECREATION FUND								
Fund 208 - RECREATION FUND:								
	TOTAL REVENUES	143,000.00		114,965.54	9,924.22		28,034.46	80.40
	TOTAL EXPENDITURES	142,915.00		126,283.53	9,136.31		16,631.47	88.36
	NET OF REVENUES & EXPENDITURES	85.00		(11,317.99)	787.91		11,402.99	3,315.28
Fund 210 - AMBULANCE FUND								
Fund 210 - AMBULANCE FUND:								
	TOTAL REVENUES	1,540,960.00		1,284,016.39	58,498.72		256,943.61	83.33
	TOTAL EXPENDITURES	1,599,485.00		1,446,694.36	86,064.42		152,790.64	90.45
	NET OF REVENUES & EXPENDITURES	(58,525.00)		(162,677.97)	(27,565.70)		104,152.97	277.96
Fund 248 - DDA FUND								
Fund 248 - DDA FUND:								
	TOTAL REVENUES	565,800.00		368,732.40	7,690.40		197,067.60	65.17
	TOTAL EXPENDITURES	917,227.00		375,301.17	12,004.20		541,925.83	40.92
	NET OF REVENUES & EXPENDITURES	(351,427.00)		(6,568.77)	(4,313.80)		(344,858.23)	1.87
Fund 405 - WELLHEAD IMPROVEMENT FUND								
Fund 405 - WELLHEAD IMPROVEMENT FUND:								
	TOTAL REVENUES	13,000.00		5,000.00	0.00		8,000.00	38.46
	TOTAL EXPENDITURES	13,000.00		5,000.00	0.00		8,000.00	38.46
	NET OF REVENUES & EXPENDITURES	0.00		0.00	0.00		0.00	0.00
Fund 520 - REFUSE SERVICE FUND								
Fund 520 - REFUSE SERVICE FUND:								
	TOTAL REVENUES	208,400.00		174,195.51	18,075.94		34,204.49	83.59
	TOTAL EXPENDITURES	214,000.00		174,835.70	0.00		39,164.30	81.70
	NET OF REVENUES & EXPENDITURES	(5,600.00)		(640.19)	18,075.94		(4,959.81)	11.43
Fund 582 - ELECTRIC FUND								
Fund 582 - ELECTRIC FUND:								
	TOTAL REVENUES	5,111,085.00		4,226,632.68	369,803.88		884,452.32	82.70
	TOTAL EXPENDITURES	6,104,386.00		4,460,449.59	279,211.91		1,643,936.41	73.07
	NET OF REVENUES & EXPENDITURES	(993,301.00)		(233,816.91)	90,591.97		(759,484.09)	23.54

User: NBROWN

DB: Portland

PERIOD ENDING 05/31/2025

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	05/31/2025 NORMAL (ABNORMAL)	MONTH 05/31/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 590 - WASTEWATER FUND						
Fund 590 - WASTEWATER FUND:						
	TOTAL REVENUES	3,503,000.00	1,605,021.14	160,409.92	1,897,978.86	45.82
	TOTAL EXPENDITURES	2,255,353.00	1,086,356.15	63,050.01	1,168,996.85	48.17
	NET OF REVENUES & EXPENDITURES	1,247,647.00	518,664.99	97,359.91	728,982.01	41.57
Fund 591 - WATER FUND						
Fund 591 - WATER FUND:						
	TOTAL REVENUES	1,280,300.00	1,054,993.77	70,473.20	225,306.23	82.40
	TOTAL EXPENDITURES	1,496,672.00	829,409.75	38,227.25	667,262.25	55.42
	NET OF REVENUES & EXPENDITURES	(216,372.00)	225,584.02	32,245.95	(441,956.02)	104.26
Fund 661 - MOTOR POOL FUND						
Fund 661 - MOTOR POOL FUND:						
	TOTAL REVENUES	446,196.00	187,503.48	17,260.86	258,692.52	42.02
	TOTAL EXPENDITURES	605,774.00	284,910.44	7,251.10	320,863.56	47.03
	NET OF REVENUES & EXPENDITURES	(159,578.00)	(97,406.96)	10,009.76	(62,171.04)	61.04
TOTAL REVENUES - ALL FUNDS						
		16,461,848.00	11,410,720.13	915,774.78	5,051,127.87	69.32
TOTAL EXPENDITURES - ALL FUNDS						
		18,441,760.00	10,820,686.14	633,385.07	7,621,073.86	58.67
NET OF REVENUES & EXPENDITURES						
		(1,979,912.00)	590,033.99	282,389.71	(2,569,945.99)	29.80

CITY OF PORTLAND  
BOARD AND COMMISSION  
APPLICATION

The Mayor and City Council appreciate your willingness to serve the City of Portland. The purpose of this application form is to provide the Mayor and City Council with information about residents who wish to be considered for appointment to a City Board or Commission. This information will be used by the Mayor and City Council to evaluate candidates. This information is also available for public review.

Please print your responses

Date: 5-27-25

Name: Rebecca Ward

Address:

Telephone:

E-mail address northwards@sbcglobal.net

Employer Ward's Garage Telephone No. (517) 647-4455

How long have you lived in the City of Portland? 38 yrs

\*\*\*\*\*

Please mark your choice(s). If you mark more than one, rank your choices by number, with 1 being your first choice, 2 being your second choice, etc.

- Board of Review
- Building Board of Appeals
- District Library Board
- Downtown Development Authority
- Economic Development Corporation Board
- Light and Power Board
- Parks & Recreation Board
- Planning Commission
- Portland Area Municipal Authority
- Tree Management Commission
- Zoning Board of Appeals
- Portland Area Fire Authority

Please tell us about your qualifications. You may respond on a separate sheet of paper. You may also include other information, such as a resume, if you wish.

Education

Associate Degree Nursing 1985  
Builders License 2003  
Business Owner 36 yrs

Are you a high school graduate? **yes**

**Eaton Rapids 1981**

College, University, or other school. State name and degree, certificate, etc., earned.

**LCC ADN 1985**

Professional and work experience

**Sparrow Hospital 1986**

**Ward's Garage - bookkeeping + property maintenance**

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Community activities, interests, and service

**DDA - secretary**

**Design Committee - chair**

**St Andrew Lutheran - property chair**

**PTO - Portland Public Schools**

References (optional) Please provide name, address, and telephone number.

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**Minutes of the Downtown Development Authority  
City of Portland**

Held on Monday, April 28, 2025  
In the Council Chambers at City Hall

Members Present: Williamson, Mayor Barnes, City Manager Dymczyk, Schneider, Vogl, Ward

Members Absent: Briggs, Sandborn

Staff: Director ConnerWellman, City Clerk Miller

Guests: None

Chair Williamson called the meeting to order at 7:03 P.M.

Motion by Barnes, supported by Vogl, to approve the agenda as presented.  
All in favor. Adopted.

There was no Public Comment.

Motion by Barnes, supported by Schneider, to approve the minutes of the March 24, 2025, regular meeting with the correction that Briggs made the motion to approve the Treasurer's Report, not Barnes.  
All in favor. Adopted.

Motion by Vogl, supported by Schneider, to approve the Treasurer's Report.  
All in favor. Adopted.

Under Projects and Work Plans, City Manager Dymczyk reported on the Plaza Project at 103 E. Grand River Ave.

Vice Chair, Vogl, provided an update on discussions regarding Historic Downtown Sidewalks.

Chair Williamson provided an update on Downtown Biz Concerns and noted he met with Merry Hass earlier today. Work with the assigned group continues on the DDA Director job description.

Member Ward provided an update on window signs in the downtown.

Director ConnerWellman provided an update on the upcoming Brews & Pours event.

There was no Old Business.

Under New Business, Director ConnerWellman requested authorization to order furniture from Amazon for the plaza at 103 E. Grand River Ave. for a cost of \$1,550.

Motion by Ward, supported by Vogl, to approve the purchase of furniture from Amazon for the plaza at 103 E. Grand River Ave. for a cost of \$1,550.

All in favor. Adopted.

Director ConnerWellman noted the May DDA meeting will be held Tuesday, May 27, 2025, due to the Memorial Day Holiday on Monday, May 26, 2025.

Director ConnerWellman distributed DDA literature to each member and asked each of them to distribute them to four businesses.

There was discussion.

Director ConnerWellman provided the Director's Report.

Under Board Member Comments, City Manager Dymczyk reported the lighting on the flag at Two Rivers Park will be repaired soon and the request to power wash the retaining wall on Grand River Ave. across from Divine Hwy. is being addressed.

There was discussion.

Motion by Barnes, supported by Vogl, to adjourn the meeting at 7:51 P.M.

All in favor. Adopted

Respectfully submitted,

---

Margery Briggs, Secretary

City Of Portland  
Water Department  
Monthly Water Report  
May 2025

Monthly Water Production

Well #4	5,815,000 Gallons
Well #5	0 Gallons
Well #6	3,247,000 Gallons
Well #7	0 Gallons

Daily Water Production

Well #4	187,580 Gallons
Well #5	0 Gallons
Well #6	104,741 Gallons
Well #7	0 Gallons

Daily Average Water Production for All Wells	292,321 Gallons
Total Water Production for the Month	9,062,000 Gallons
Total Water Production for the Previous Month	10,504,000 Gallons
Total Production decreased by	1,442,000 Gallons
Total Production for This Month from the Previous Year	10,565,000 Gallons
Total Production decreased by	1,503,000 Gallons

Rodney D. Smith Jr.  
Water Technician

**IONIA COUNTY BOARD OF COMMISSIONERS  
BOARD OF COMMISSIONERS MEETING  
JUNE 10, 2025 – 3:00 P.M.  
101 WEST MAIN STREET  
IONIA, MICHIGAN**

**THIS MEETING WILL BE HELD IN PERSON AND ZOOM**

**AGENDA**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
  - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
  - A. Approve minutes of the previous meeting (s)
- VII. Unfinished Business**
  - A.
- VIII. New Business**
  - A. Appointment to the Community Corrections Advisory Board
    - Haleigh Leslie
  - B. Appointment to the Economic Development Corporation/Brownfield Redevelopment Authority
    - Haleigh Leslie
  - C. Reappointment to Substance Use Disorder Oversight Policy Board
    - Charlean Hemminger, three year term
    - Margery Briggs, three year term
  - D. Resolution to Adopt Hazard Mitigation Plan – Sgt. Fredrick Straubel
  - E. Request the Approval of Mutual Aid Agreement with Region 6- Sgt. Fredrick Straubel
  - F. Approval of Act 51 Annual Reimbursement of Engineer cost – Linda Pigue
  - G. MDOT Resolution for contract 25-5271 Hawley Hwy. -Linda Pigue
  - H. MDOT Resolution for contract 25-5302 Keefer Hwy – Linda Pigue
  - I. Road Department Reallocation-Road Supervisors and Fleet Supervisor- Linda Pigue
  - J. Request approval to pay 911 Phone Service Agreement – Lance Langdon

K. Approval of the 2026 Budget Calendar -Chad Shaw

**IX. Department Reports**

A.

**X. Reports of Officers, Boards, and Standing Committees**

- A. Chairperson
- B. Board of Commissioners
- C. County Administrator

**XI. Reports of Special or Ad Hoc Committees**

**XII. Public Comment (3-minute time limit per speaker)**

**XIII. Closed Session**

A. NONE

**XIV. Adjournment**

**Board and/or Commission Vacancies**

- **Community Corrections Advisory Board-Ionia Community Mental Health Representative**

**Appointments for consideration in the month of June 2025:**

- NONE

**Appointments for consideration in the month of July 2025:**

- NONE

# Monthly Report

## April Activity

- 911 Calls— **2352**
- Administrative Calls— **5090**
- Text to 911— **15**
- 911 Hang up Calls— **215**
- Calls for Service Initiated — **3790**
  
- Total Mental Health Calls — **45**
- Suicidal Calls — **28**
- 988 Calls Received — **0**
- 988 Calls Transferred — **0**
- CPR Performed — **3**
- Stroke Related Calls — **12**
- Child birth calls — **0**



### Special Programs Available

Share Medical Information with your 911 call.



[www.emergencyprofile.org](http://www.emergencyprofile.org)

What 3 Words– App that provides location information to a 10 meter square.



[What3words.com](http://What3words.com)

Available at:



## Unit Responses / Activities

- Law Enforcement— **2752**
  
- Fire— **453**
  
- EMS— **585**

## Statistics—Calls for Service.

May CFS TYPES 2025			
CALL FOR SERVICE TYPE	TOTAL	CALL FOR SERVICE TYPE	TOTAL
911 Hang up Call	215	Lost Property / Found	17
988 Calls	0	MDOP	23
Abandoned Vehicle	16	MED 1	215
Active Violence Incident	0	MED 2	92
Alarm	45	MED 3	84
Ambulance Transport	99	Medical Call / Amb Dispatch	7
Assault	24	Mental Health	45
Assist Jail	0	Missing Person	12
Assist Medical	0	Motor Vehicle Theft / UDAA	11
Assist Other Agency	0	Non Criminal	77
Assist Outside Agency	19	OWI / OUID	14
Bomb Threat	0	PDA Traffic	155
Burglary	9	Phone / Internet Harassment	40
Burn Permit	69	PIA Traffic	24
Civil Dispute	92	PPO Violation	4
Conservation / Wildlife	41	Property Check	9
CSC - Criminal Sexual Conduct	27	Repossession	7
Disorderly Conduct	90	Request - Wrecker	1
Domestic Assault	28	Road Closure	17
DPW Request	12	Robbery / Hold up	0
Drugs	10	Spam to Center	2
Duplicate Call	5	Structure Fire	11
Family Abuse / Neglect	22	Suspicious Situations	187
Fire All Other	61	Test Call / System Test	39
Fireworks	1	Thunder Storm/Tornado Warning	2
Follow Up	293	Traffic / Officer Stop	268
Fraud	31	Traffic Offense All Other	686
General Assist	308	Tree Down	78
Grass / Wildland Fire	6	Trespassing	6
Health & Safety / Animal	116	Vehicle Fire	6
Hit and Run	24	Verbal Domestic	24
Homicide	0	Vin Inspections / All Inspections	9
Juvenile Problems & Runaways	96	Warrant Arrest / Fugitive	70
Kidnapping	2	Weapons Offenses All	11
Larceny	35	Wires Down / Arching	46
Liquor / MIP	3	Unclassified	319
Tornado Siren Tests	4	Fire Pager Tests	5
Emergency Alert Tests	0	Total This Month	4426

## Central Dispatch Activities

- May 1st, Dispatcher Becky anniversary 31 years of service.
- May 1st, Career Center Student Interviews.
- May 5th, Dispatcher Jenny anniversary 15 years of service.
- May 5th, 911/988 State workgroup meeting attended.
- May 5th-7th CISM Training attended, 5 staff members.
- May 5th-9th, Dispatch Basic 40 hour training, 1 staff member attended.
- May 6th Medical Control and Law Enforcement Collaborative meetings attended.
- May 7th, Nena Accessibility Committee Meeting Attended.
- May 8th, NENA VRS-IP Relay meetings attended.
- May 13th, Dispatch Union Meeting.
- May 24th, Office Manager Cathi anniversary 9 years of county service.

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*Information received from callers is often incorrect. This often results in the 911 Dispatcher providing incorrect location or other information to First Responders.*

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## Michigan Crisis and Access Line for First Responders, MiCAL

Their mission is to support the first responder community as they have been ignored for far too long. The first responder community continues to deal with the stigma of reaching out for help with mental health concerns. Frontline Strong plans to break that stigma! Frontline Strong operates 24 hours a day, 7 days a week, 365 days a year. It is staffed with First Responders that have been trained as Crisis Specialists specializing in First Responder competencies.

Crisis Specialists can provide resources for mental health therapy, peer support groups, and substance use rehabilitations that have been vetted to be first responder focused. This is in addition to many other resources. Callers are welcome to remain anonymous, and know their anonymity is protected. Frontline Strong is also open to the family of first responders.

Call 1-833-34-STRONG



Ionia County Central Dispatch

**Mission:** To enhance the quality of life in Ionia County for all people, providing professional, efficient, courteous, and responsive public safety communications.

**Vision:** To be the example for other Public Safety Dispatch Centers providing exceptional service.

**Our Values: D.I.S.P.A.T.C.H.E.R.**

- D.** Detail-oriented: Able to pay close attention, notice the minor details.
- I.** Innovative: Share new ideas that can improve ICCD for the better, embrace change.
- S.** Strong Work Ethic: Consistently performing our job to the best of our ability.
- P.** Professionalism: Communicating respectfully, effectively, and appropriately leading by example.
- A.** Adaptability: Flexibility, responding effectively to changes or various situations.
- T.** Teamwork: Work together toward a collective goal with good communication, patience, and dedication.
- C.** Caring: Feeling or showing concern for or kindness to others.
- H.** Honesty: Uprightness, fairness, truthfulness, sincerity, or frankness in communications and deeds.
- E.** Empathy: Connecting with someone, sensing people’s emotions or feelings.
- R.** Respectful: Being appreciative, considerate, polite and gracious to all those we serve and serve with.

Ionia County Central Dispatch

545 Apple Tree Drive, Ionia MI 48846

EMERGENCY: 911

NON-EMERGENCY: (616) 527-0400 (Press 4)

ADMINISTRATION: (616) 522-0911

Director: Lance Langdon, ENP, CMCP  
(616) 527-5611 llangdon@ioniacounty.org

Office Manager: Cathi Brodbeck  
(616) 522-0911 cbrodbeck@ioniacounty.org

Supervisor: Kevin Booth (Day Shift)  
(616) 527-5613 kbooth@ioniacounty.org

Supervisor: Natalie Hearld, CMCP (Day Shift)  
(616) 527-5612 nheard@ioniacounty.org

Supervisor: Jeremiah Wittenbach (Night Shift)  
(616) 527-5617 jwittenbach@ioniacounty.org

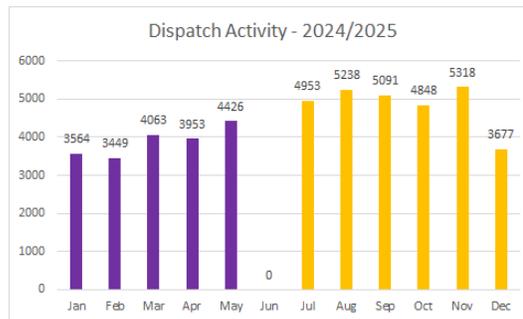
Supervisor: Roy McCarver (Night Shift)  
(616) 527-5616 rmccarver@ioniacounty.org

FOIA Requests - 911 Records Only-No Police Repts.  
Form available at: <http://ioniacounty.org/foia>  
Send or Email to: [CentralDispatch@ioniacounty.org](mailto:CentralDispatch@ioniacounty.org)

## Agency Individual Responses / Activity

- Belding Fire—**90**
- Berlin-Orange Fire— **54**
- Clarksville Fire— **25**
- Hubbardston Fire— **6**
- Ionia Department Public Safety Fire— **91**
- Lake Odessa Fire— **39**
- Lyons-Muir Fire— **17**
- Orleans Fire—**17**
- Pewamo Fire— **5**
- Portland Fire— **22**
- Ronald Fire— **9**
- Roxand Fire— **3**
- Saranac Fire— **68**
- Sunfield Fire— **7**
- Life EMS— **492**
- Portland EMS— **93**
- Animal Control— **73**
- Belding Police— **336**
- Department of Natural Resources Law— **1**
- Ionia County Sheriff’s Office— **969**
- Ionia Department Public Safety Law— **450**
- Lake Odessa Police— **86**
- Michigan State Police— **711**
- Portland Police— **199**

## Central Dispatch Activity



2024

2025