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CITY OF OTSEGO
LABOR CONTRACT
DEPARTMENT OF PUBLIC WORKS
1996 - 2001

Otsego, City of

10/10/10

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AGREEMENT

THIS AGREEMENT entered into as of the 1st day of July, 1996, by and between the CITY OF OTSEGO, hereinafter referred to as the Employer, and SERVICE EMPLOYEES INTERNATIONAL UNION and its LOCAL 586, hereinafter referred to as the Union.

ARTICLE I - PURPOSE AND INTENT

Section 1: The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depend upon the City's ability to continue to provide proper services to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE II - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining agency for all regular full-time employees employed by the Employer in the Waste Treatment and Public Works Departments, EXCLUDING irregular part-time, temporary employees, seasonal employees, clerical employees, supervisory employees and all other employees of the Employer.

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

Section 3: The Union agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours. There shall be no Union meetings held on City property unless authorized in writing by the Employer.

Section 4: Voluntary Dues Checkoff. If an employee covered by this Agreement voluntarily chooses to either become a member of the Union, or in lieu of becoming a member, pays the Union an amount designated as a service fee levied by the Union, then an employee who makes this voluntary choice may also voluntarily choose to have the Union's

monthly membership dues or monthly nonmember payments deducted by the Employer from their payroll check. If an employee voluntarily chooses to participate in a payroll deduction or checkoff, the procedure shall be governed by the following conditions and qualifications:

- (a) In the event that an employee fails to pay a required service fee directly to the Union, or to authorize payment of the service fee through payroll deduction, the Union may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277(7). In order to invoke such a mandatory deduction, the Union shall notify the employee of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer. The notice shall detail the facts of the non-compliance, provide the employee with ten (10) working days for compliance, and inform the employee that a request for a wage deduction may be filed with the Employer in the event compliance is not effected. If the employee fails to remit the service fee or authorize a deduction for the service fee, the Union may file a written request to the Employer to make the deduction, a copy of which shall be provided to the employee. Upon receipt of the request for an involuntary deduction, the Employer shall provide the employee with an opportunity for a due process hearing within the next ten (10) working days limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for the service fee. The Employer agrees to impose a mandatory deduction for the service fee if it determines that the employee has not paid a required service fee in an amount established by the Union. All dues and fees so deducted shall be promptly remitted to the Union at an address authorized for this purpose within twenty (20) days following the deduction.
- (b) On or before the 20th day of the month, the Union shall furnish the Employer with any additional executed written checkoff authorization forms under which the union membership dues or nonmember service fee payments are to be deducted from the first full pay period beginning on or after the 1st day of the following calendar month.
- (c) Deductions for union membership dues or nonmember service fee payments for any calendar month shall be made from one of the payroll checks of that month, provided the employee has sufficient net earnings to cover the dues or nonmember service fee payments, whichever is applicable. Deductions for any calendar month shall be remitted to the Union not later than the end of the month following the month in which the deductions are made.
- (d) In cases where a deduction is made which duplicates a payment already made to the Union by the employee, or where a deduction is not conforming with the provisions of the Union Constitution and Bylaws, refunds to the employee will be made by the Union.

- (e) The Union shall notify the Employer in writing of the proper amount of Union dues or nonmember service fee payments and any subsequent changes in such amounts.
- (f) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deduction shall be made until the matter is resolved.
- (g) The Employer shall not be responsible for Union dues or nonmember service fee payments while an employee is on a leave of absence, layoff status, or after an employee's employment relationship with the Employer has been terminated.
- (h) The Employer's sole obligation under this Section is limited to the deduction of service fees and, where applicable, union membership dues and initiation fees. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever.
- (i) Indemnification - The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability, including, but not limited to, wages, damages, awards, fines, court costs, attorney fees and unemployment compensation costs that arise out of or by reason of any action taken by the Employer pursuant to Article II, Section 4 of this Agreement.

Section 5: In this Agreement, words in the masculine gender shall include masculine or feminine gender.

Section 6: Definitions of Employee Coverage

For the purposes of this recognition granted the Union for this Agreement, the following definitions shall be applicable:

- (a) Full-time Employee - A full-time employee is an employee who is employed by the Employer on a regular basis and whose normal schedule of work averages forty (40) hours or more per pay period in a position classified by the Employer as permanent.
- (b) Regular Part-time Employee - A regular part-time employee is defined as an employee who is employed by the employer on a regular part-time basis and whose normal work schedule usually averages less than forty (40) hours per pay period on a continuous basis in a position classified by the Employer as permanent.
- (c) Temporary Employee - A temporary employee is defined as an employee who is employed for a limited period of time irrespective of whether or not the employee works a full-time or a regular part-time schedule.

- (d) Irregular Part-time, Casual or On-Call Employee - An irregular part-time, casual or on-call employee is an individual not included within the above definitions whose schedule is not on a regular or continuous basis, but who works on an intermittent basis.

Section 7: Employees excluded from coverage. Provided bargaining unit employees are not adversely affected, the employer may hire temporary, regular part-time, irregular part-time, casual and/or on-call employees to perform bargaining unit work, and these employees shall not be within the recognition granted the Union and shall not be covered by the terms of this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1: Definition of Grievance. A grievance is defined as a claim or dispute arising under and during the term of this agreement regarding the meaning, interpretation, or application of the terms or provisions of this agreement as written. A grievance may be filed which claims that a rule, special order, or regulation and/or the enforcement thereof constitutes a violation of this Agreement. This grievance must be filed within thirty (30) days after the establishment or revision of such rule, special order, or regulation, or such rule, order or regulation will be conclusively presumed to be consistent with and not in violation of the Agreement.

Section 2: Grievance Procedure. Employees shall discuss any complaint with their immediate supervisor before attempting to implement the grievance procedure. If the grievance is not resolved by oral discussion with the employee's immediate supervisor, the grievance shall be resolved in the following manner:

Step 1: In order to be processed hereunder, an employee who believes he has a grievance shall, within five (5) days after the occurrence of the event upon which the grievance is based, or if within such five (5) day period the grievant has no knowledge of the event upon which the grievance is based, then within five (5) days after conditions were such that the grievant reasonably should have known of the occurrence of the event upon which the grievance is based, submit the grievance in writing to the employee's supervisor. The grievance shall state the facts upon which it is based, when it occurred, the section of the Agreement that has been violated and shall be signed by the employee who is filing the grievance and his Union representative. The Supervisor will give his written answer to the grievance within five (5) days after the date of receipt of the written grievance. Such answer shall be delivered to the Union representative or his alternate. Any settlement shall not be final unless approved by the City Manager.

Step 2: When the grievance has not been settled in the First Step, and is to be appealed to the Second Step, the Union shall notify the City Manager in writing of its desire to appeal within five (5) days after receipt of the Supervisor's first step answer. The City Manager or his designee shall meet with the grievant within ten (10) days from said notice for the purpose of considering the grievance. Such meeting may be attended by the representative from the Union. The City Manager or his designated representative shall give a written answer to the Union's representative or his alternate within ten (10) days after the date of the meeting.

Section 3: Time Limits. Grievances that are not appealed within the time limits specified in the above Grievance Procedure shall be considered settled on the basis of the City's last answer. If the City fails to timely answer a grievance, it shall automatically advance to the next step of the Grievance Procedure. The time limits established in the Grievance Procedure shall be followed by the parties hereto unless the time limits are extended by mutual agreement as set forth in writing. For the purpose of this Article, "days" shall mean all working days excluding Saturdays, Sundays and days celebrated as Holidays under this agreement.

Section 4: Step Two Meetings. Meetings of the City and Union representative as provided in Step Two shall be held during non-working hours at a mutually convenient time and place designated by the City. In those instances where it is necessary that a meeting be held during a Union representative's duty hours, the representative shall not suffer a loss of pay for time lost from his regularly scheduled shift while attending such meetings. In the event it is decided during a Step Two meeting that the grievant shall be present, the grievant shall not suffer a loss of pay for time lost from his regularly scheduled shift while attending such meetings.

Section 5: Grievance Discussions. It is understood and agreed that the Union representative and the aggrieved employee shall discuss and prepare grievances during non-working hours. However, the Union representative and the aggrieved employee shall not suffer a loss of pay for time necessarily lost from their regularly scheduled working hours when excused from work by the Supervisor for the purpose of discussing a potential grievance with the Supervisor.

Section 6: Grievance Investigations. Grievance investigations, to the extent possible, shall be conducted during non-working hours. In those instances where this is not possible, the Union representative shall request to be excused by the Supervisor for the purpose of such investigation and shall not suffer loss of pay for those hours so excused. The Union representative shall complete his investigation as quickly as possible and in such manner so as not to interfere with the performance of work in the department.

Section 7: Grievance Settlements. Settlement of a grievance in any case shall not be made retroactive for a period exceeding five (5) regularly scheduled working days prior to the date the grievance was first produced in writing.

Section 8: Arbitration Request. The Union may request arbitration of any unresolved grievance which is arbitrable by filing the arbitration request form with the Federal Mediation and Conciliation Service and delivering a copy of this form to the City Manager within thirty (30) working days after receipt of the City's written disposition in Step 2 of the grievance procedure. If the City fails to answer a grievance within the time limits set forth in Step 2 of the grievance procedure, the Union may request arbitration by filing the arbitration request form with the Federal Mediation and Conciliation Service and delivering a copy of this form to the City Manager not later than thirty (30) working days following the date the City's written Step 2 disposition was due. The grievance may thereafter be submitted to arbitration. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the City's last written disposition. Grievances which are considered settled shall not be arbitrable, and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances.

Section 9: Selection of Arbitrator. If a timely request for arbitration is filed by the Union on a grievance which is arbitrable, the parties shall promptly select, by mutual agreement one (1) arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of seven (7) arbitrators obtained from the Federal Mediation and Conciliation Service by each party alternately striking a name. The remaining shall serve as arbitrator. The party who strikes the first name from the panel will be determined by a flip of the coin. The arbitrator's decision shall be final and binding on the City, Union and employees, provided however, that each party reserves its lawful right to challenge the award of the arbitrator in a Court of competent jurisdiction if the arbitrator has exceeded his jurisdiction. Each party shall pay for the expense of its own witnesses, but fees and expenses of the arbitrator shall be shared equally between the Union and the City.

Section 10: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this agreement as written. He shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised and unless the parties mutually agree otherwise, that question must first be decided before the arbitrator is permitted to hear merits of the grievance. The Union acknowledges that the City retains all rights not otherwise abrogated under the express terms of this Agreement as generalized in the Managements Rights Clause herein. If the grievance concerns the exercise of these rights which are not otherwise limited by the express terms of this Agreement, the

grievance shall not be arbitrable. Any award of the arbitrator shall not be retroactive more than five (5) working days prior to the time the grievance was first submitted in writing. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question.

Section 11: Arbitration Veterans' Preference Claims. Any employee who may come within the provisions of any legislative enactment which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to, no later than Step 2 of the Grievance Procedure, elect in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determination. If the employee elects to pursue this statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject of any Arbitration proceeding.

Section 12: Arbitration Hearing. The Employer and the Union will cooperate to insure the right of either party to adequately prepare or present its position at the arbitration hearing. However, a witness who may be requested by other parties shall be scheduled to testify so that lost time from work will be minimized. Upon completion of testimony (direct, cross-examination or rebuttal if required), the witness shall be excused to return to work. Not more than one Union representative shall be excused to attend the hearing other than to serve as a witness. The Employer agrees to pay one Union representative and the grievant their regular rate of pay for any time lost from their scheduled hours of work. Each party shall be responsible for the fees, expenses, wages and any other compensation of its own witnesses, representatives and legal counsel. Upon request of either the Employer or the Union, a transcript of the hearing shall be made and furnished to the arbitrator with the Employer and the Union having the opportunity to purchase their own copy.

ARTICLE IV - DISCHARGE CASES

Section 1: In the event an employee under the jurisdiction of the bargaining unit shall be suspended from work for disciplinary reasons or he is discharged from employment after the date thereof, and he believes that just cause does not exist for the suspension or discharge, such suspension or discharge shall constitute a case arising under the Grievance Procedure, provided a written grievance with respect thereto is presented to the Employee Relations Director or his designated representative within five (5) regularly scheduled working days after such discharge or after the start of a suspension. Such grievance shall be processed starting at the Second Step of the Grievance Procedure. Copies of the notice of discharge or suspension shall be furnished to the employee and the Union.

- (a) The Employer agrees to promptly notify the Union and steward of such suspension or discharge.
- (b) It is understood and agreed that when an employee files a grievance with respect to his suspension or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to the participants in the Grievance Procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

ARTICLE V - STRIKES AND LOCKOUTS

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

Section 2: Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged, in the sole discretion of the Employer, without recourse to the grievance and arbitration procedure.

ARTICLE VI - SENIORITY

Section 1: Seniority. Seniority shall be defined as an employee's length of continuous, full-time employment with the City since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he has not quit, retired or been discharged. "Departmental Seniority" shall be defined as an employee's length of continuous, full-time employment within a particular City department--i.e. department of public works or waste water treatment department--recognized by the City.

- (a) **Probationary Period.** All new employees shall be probationary employees until they have actually worked six consecutive months for the Employer. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify him for regular employment status. During the probationary period, the employee shall have no seniority status and may be terminated

at the sole discretion of the Employer without regard to his relative length of service and without recourse to the grievance and arbitration procedure.

Section 2: The Employer will maintain an up-to-date seniority list by Departments. A copy of the seniority list will be posted on the appropriate bulletin board each six (6) months with a copy furnished to the Union President. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of last hiring dates, starting with the senior employee's name at the top of the list. If two (2) or more employee's have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 3: Loss of Seniority. An employee's seniority, departmental seniority and the employment relationship with the employer shall terminate for any of the following reasons:

- (a) If he quits, retires or is justifiably discharged.
- (b) If, following a layoff, he fails or refuses to notify the City of his intention to return to work within five (5) regularly scheduled working days after a written notice sent by certified mail of such recall is sent to his last address on record with the Employer, or having notified the City of his intent to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent.
- (c) If he is absent for three (3) consecutive regularly scheduled working days without notifying his supervisor or the City Manager within such three (3) day period of a justifiable reason for such absence.
- (d) When he has been laid off for a period of eighteen (18) or more consecutive months or the length of his seniority, whichever is the lesser.
- (e) When he fails to return to work immediately upon the expiration of a leave of absence.
- (f) If the employee is convicted of a felony.
- (g) If part or all of the Employer's operations are permanently discontinued, transferred or sold.
- (h) If the employee used an approved leave of absence to obtain work at any other unauthorized employment.

Section 4: In the event that a reduction in personnel occurs, the Employer agrees to layoff the employee or employees with the least

seniority in the City Department affected, provided, however, that the remaining senior employees have the experience, ability and training to perform the required work.

Section 5: Recall to work within a classification shall be in reverse order of layoff.

Section 6: When a bargaining unit employee is promoted or transferred by the Employer to a supervisory or other job with the Employer outside the bargaining unit, such employee shall continue to accumulate seniority so long as he remains an employee of the City. Such continuous accumulation of seniority shall also apply to those supervisors who were promoted prior to the formation of the bargaining unit and who at one time were assigned to positions now included within the bargaining unit and to those individuals hired in at the supervisory level. If subsequently removed from such supervisory or other job with the City for any reason other than discharge, such employee shall be allowed to exercise his seniority to return to a job within the bargaining unit which he has the then present ability to satisfactorily perform without trial or training, seniority permitting.

ARTICLE VII - LEAVES OF ABSENCE

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

Section 2: Paid 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) Paid sick leave will be earned at a rate of eight (8) hours for each month of active service with the Employer. For purposes of the Section, an employee has a complete month of active service when they work or receive pay for at least one hundred sixty (160) hours during any calendar month. Sick leave shall be paid at the employee's straight time regular rate of pay when the sick leave is taken.
- (b) Employees may utilize accrued paid sick leave when they are incapacitated from the safe performance of work due to illness, injury, or other disability, or to be present at doctor/dental appointments that cannot be scheduled outside of regular working hours. Disability associated with pregnancy, miscarriage, abortion or childbirth shall be treated as any other disability. An employee shall not be eligible for sick leave if his illness or injury is attributable to causes stemming from his employment or work in service of another employer or while acting in the capacity of private contractor to another party.

- (c) An employee shall notify the employer of the need to utilize paid sick leave as far in advance as possible. In the event that the Employer believes that an employee is abusing sick leave, the Employer may require as a condition of the paid sick leave a physician's certificate setting forth the reasons for the sick leave. All absences in excess of three (3) or more days shall require a physician's certificate setting forth the reason for the leave. Falsification of the physician's certificate or falsely setting forth the reasons for the absence shall subject the employee to discipline, up to and including discharge.
- (d) Unused paid sick leave may accumulate up to a maximum of seven hundred sixty (760) hours, after which time no more paid sick days will be accumulated except to the extent of restoring paid sick days used. Sick leave is a benefit for employees to be used in case of illness, injury, or other disability. Employees whose employment status with the Employer ends shall not be paid for accrued but unused sick leave benefits; provided, however, employees hired prior to July 1, 1984 shall have all accrued sick days as of June 30, 1990 placed in a bank. The amount in this bank may be utilized in the event that the employee has utilized all other accrued sick leave, and any amounts remaining in this bank when the employee retires will be paid to the employee. For the purposes of this section, "retirement age" means fifty-five (55) years or older. Effective July 1, 1996 the Employee's sick bank will be reduced by sixty (60) hours. However, those hours will be retained by the Employee in that Employee's total sick time accumulation.
- (e) Paid sick leave may be utilized during periods when an employee is receiving worker's compensation payments to the extent necessary to maintain the employee's net take home pay based upon a forty (40) hour work week or the employee's normal work week, whichever is lesser. In the event that payments shall be found to be a wage continuation program under the Worker's Compensation laws of the State of Michigan, the parties agree to renegotiate this subsection.

Section 3: Disability Leave. A disability leave of absence will be granted to employees who are unable to work for the Employer because of a non-work related injury, illness, pregnancy or other serious medical disability. In the case of a birth of a son or daughter, or placement of a son or daughter with the employee for adoption or foster care, or to care for a spouse, son, daughter or parent of the employee, provided such spouse, son, daughter or parent has a serious health condition, the total leave period will be for twelve (12) work weeks as provided under the Family Leave Act, Public Law 103-3 (1993). In the case of an employee's disability, the employee may not be on disability leave for a period of more than twelve (12) consecutive months, subject to the right of the employer to require a physician's certificate establishing to the satisfaction of the employer that the employee is incapacitated from the safe performance of work due to a disability. A disability

leave shall be with pay until such time as the employee has exhausted all accrued paid sick leave benefits and vacation pay, and thereafter shall be without pay. The employee's healthcare insurance benefits shall continue for up to the twelve work week period pursuant to the Family Leave Act, and thereafter the employee may be eligible for a continuation of healthcare insurance benefits under COBRA. The Employer may request at any time, as a condition of continuance of disability leave of absence, proof of a continuing disability. In situations where the employee's medical condition raises a question as to the employee's capacity to perform the job, the Employer may require medical examination by a physician or healthcare professional chosen by the Employer at the Employer's expense and, if appropriate, require the employee to take a leave of absence under this section. Employees who are anticipating a leave of absence under this section may be required to present a physician's certificate recommending that the employee's attendance to job responsibilities can be satisfactorily maintained. In any case in which the necessity for leave under this section is foreseeable, the employee shall provide the Employer with not less than thirty (30) days notice, before the date to leave is to begin. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is medically able to return to work.

(a) All Employees will be enrolled in a Long-Term Disability Insurance plan provided by the Employer that will meet the following specifications:

1. Monthly benefit amount of sixty (60%) percent of the basic monthly earnings to a maximum benefit of \$3,000 per month.
2. Ninety (90) day elimination period.
3. Two (2) year duration of benefits. (Applies only to insurance benefit, does not provide any additional disability leave.)

Section 4. Worker's Compensation Leave. A leave of absence for a period of not more than twenty-four (24) consecutive months will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving worker's compensation payments from the Employer. Subject to the Employer's right to require medical proof, extension of the leave will be granted by the Employer for an additional twelve (12) consecutive months in instances where the employee has a reasonable likelihood of being able to return to work during that period. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end. While on a worker's compensation leave of absence,

the Employer may offer the employee favored work, which must be accepted by the employee as long as the work is within the residual capabilities of the employee. The offering of favored work shall not constitute a violation of any other section of this Agreement.

Section 5. Military Training or Emergency Duty Leave. Employees required to perform active duty for training in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay or benefits for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The provisions of this Section do not apply to an employee's initial period of active duty for training.

Section 6. Jury Duty Leave. Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of fifteen (15) days per year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight time regular rate of pay for eight (8) hours and the amount the employee received from the court. In order to be eligible to receive jury duty pay from the Employer, an employee must:

- (a) Be a full time employee who has completed the probationary period;
- (b) Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;
- (c) Give Satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;
- (d) Return to work promptly after being excused from jury duty service.

Section 7: Funeral Leave. Regular employees who at the time have completed their probationary period shall receive the amount of pay they would have received on a regular eight (8) hour straight time basis for each day necessarily lost during their normal work week not to exceed three (3) days to make arrangements for and attend the funeral of a member of their immediate family. This payment shall not be made for any of such three (3) days on which the employee for any other reason would have been absent from work. Immediate family shall be defined as an employee's current spouse, children, father or mother, father-in-law or mother-in-law, brother or sister. The three (3) days above referred to shall end not later than the calendar day following the day of the funeral and to be eligible for such pay, the employee must notify the City as soon as possible of the necessity for such absence, must attend the funeral, and if requested by the City, must present proof of death.

- (a) Subject to the conditions specified above, employees shall be allowed up to five (5) days to attend a funeral which is more than three hundred (300) miles from the City of Otsego.
- (b) Subject to the conditions specified above, employees shall be allowed one (1) day to attend the funeral of grandparents, in-laws, aunts, uncles, nieces and nephews.

Section 8. Return to Work After Leave of Absence. Employees returning from paid leaves of absence, military training, jury duty, worker's compensation leave, and disability under the Family Leave Act, Public Law 103-3 (1993) will be reinstated to their former job provided the employee possesses the necessary qualifications, skill and ability to perform the work in an effective and efficient manner. Otherwise, employees returning from other leaves of absence, such as extended disability or extended workers' compensation leaves of absences, shall be offered reinstatement to their former job if a position is currently open and available. If there is no position currently open and available in the employee's former job, then reinstatement shall not occur until a position in the employee's former job becomes open and available.

Section 9. Reemployment Following Active Military Service. Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the Employer in writing as soon as the employee is notified of acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in the Agreement, provided they satisfy the eligibility requirements established under this Agreement.

ARTICLE VIII - HOURS OF WORK

Section 1: The normal hours of work per week for employees shall average forty (40) hours. However, nothing in this Section shall be construed as a guarantee of the herein referred to hours per week or pay per week. It is understood and agreed that Saturday is a regularly scheduled work day for employees working at the transfer station and part of their normal work week and thus not an overtime day as such. In addition, if state, federal or local agencies require or mandate the City provide weekend coverage on any of the City operations, then the City can schedule Saturday and/or Sunday as a regular work day for employees working said operations and thus not an overtime day as such.

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

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

ARTICLE IX - WAGES

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

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

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

Section 4: Time and one-half (1-1/2) a full-time employee's regular straight time hourly rate of pay shall be paid for all work performed in excess of an employee's regularly scheduled work week or in excess of his regularly scheduled eight (8) hour work day, but not both. Two (2) times an employee's regular straight time hourly rate of pay shall be paid for all work performed on Sunday, unless Sunday is part of the employee's regularly scheduled work week, and if so, it shall be worked at the employee's regular hourly rate.

- (a) It is understood and agreed that the nature of the work performed and the responsibility of the people of the community requires that certain work be completed as quickly as possible, therefore employees who are required to work overtime to complete a job will be given as much advance notice as is reasonably possible under the circumstances. The Employer shall have the right to have work performed by persons of its choosing should it be unable to obtain sufficient manpower from bargaining unit employees.

Section 5: When an employee is called in to perform work at a time other than that for which he had previously been scheduled, he shall receive not less than two (2) hours of pay at his appropriate overtime rate for that day. It is understood and agreed that the nature of the work requires employees be available for calls to duty during off-duty hours. Therefore, it is understood, and agreed that, if an employee is contacted during off-duty hours and requested to report to work, he shall report for duty or be subject to disciplinary action. Employees who are continually unavailable to be contacted for off-duty calls to work shall likewise be subject to disciplinary action. Prior to disciplining an employee for continued unavailability, the Employer will give the employee and the Union notice that any future unavailability for calls to duty will result in discipline.

Section 6: Health Insurance. The Employer will make available a group insurance program covering certain hospitalization, surgical, medical and dental expenses for participating full time employees and their eligible dependents. This insurance program shall be on a voluntary basis for all employees who elect to participate in the insurance program. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent by filling out the applicable insurance forms and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

Section 7. Payment of Premiums. Upon the execution of this agreement, employee shall pay 10% toward the cost of the monthly insurance premium for hospitalization insurance, which amount will be deducted from the participating employee's paycheck, with the use of the Section 125 Flexible Spending Plan as identified in Section 7(a). The Employer will pay the remaining 90% cost of the health care insurance premium. Employees who demonstrate that they are covered under another health plan, may elect not to be covered under the City's health care insurance plan in which event they will have \$1.00 added to their straight time average hourly wage rate. In the case of where two or more persons from the same immediate family (defined for the purposes

of this section as either a spouse or dependents who would be covered under double or family coverage) work for the city, only one family member will be eligible to receive this benefit, provided all other city employees from the same immediate family elect not to be covered under the City's health care insurance plan.

Section 7(a). Section 125 Flexible Spending Plan. During the term of this Agreement, employees will be eligible to participate in the Employer sponsored Section 125 Flexible Spending Plan through which employees will be able to pay for the costs of medical insurance premiums, out-of-pocket medical expenses which are not reimbursable by insurance and child care expenses with pre-tax dollars. The terms and conditions of this plan are subject to those contained in the plan description.

Section 8. Insurance Carrier. The Employer reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator of such self-insurance programs; provided, however, that the benefits provided shall remain substantially equivalent. Prior to changing carriers a special conference will be called to discuss the changes.

Section 9. Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off, or commences an unpaid leave of absence (except for in the case of a family or medical leave as described in Article VII, Section 3), the employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, layoff, or unpaid leave of absence commences. Employees may have the opportunity to continue their insurance benefits on a month-by-month basis by paying to the employer the amount of the monthly healthcare insurance premium for that employee and/or their lawful dependents under the provisions of COBRA, 42 USC §300(bb). The employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first day of the premium month following the date of the employee's return to work. The employer shall continue to pay its contributions toward the insurance premium for individuals on worker's compensation leaves of absence for a period of up to twelve (12) weeks during any particular calendar year, after which time such employees may continue their insurance benefits under COBRA's provisions.

Section 10: Retirement Plan. The Employer agrees to make available a retirement plan comparable to the retirement plan now in effect. Contributions to the retirement plan are based upon the base wage earned by that employee. The Employer contribution to the City employee retirement plan shall be ten (10%) percent of the employee base wage. The Employee retains the right to make additional voluntary contributions to the Retirement Plan.

Section 11: Each regular employee shall be provided with a life insurance policy of twenty thousand dollars (\$20,000) for which the premium shall be paid by the Employer.

Section 12: The life insurance benefit shall automatically be extended for thirty-one (31) days beyond the date of layoff for all permanent employees.

ARTICLE X - HOLIDAYS

Section 1: The following days shall be recognized as holidays: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day After Thanksgiving, December 24th, Christmas Day, New Year's Eve Day, and the employees birthday.

Section 2: Birthdays falling on holidays or days off are to be taken on the following regular work day. The employee may take a day other than his/her birthday if another day is mutually agreed upon and approved by the Superintendent of Public Works.

Section 3: Eligible employees shall receive eight (8) hours of pay at their regular straight time hourly rate for each paid holiday and four (4) hours of pay at their regular straight time hourly rate of the one-half (1/2) holiday. When an eligible employee is required to work on any day celebrated as one of the above holidays, he shall be paid two (2) times his straight time hourly rate for the hours so worked and shall receive the aforementioned holiday pay in addition thereto.

Section 4: To be eligible for holiday pay under this Article, an employee must be a regular, full-time employee as of the time the holiday occurs, must have worked at least thirty (30) days for the Employer and must have worked all of the scheduled hours the Department was scheduled to work on the last day the Department worked before and the next day following such holiday, except in cases where the employee's absence on such day or days is due to the fact that such day or days occur during his regularly scheduled vacation, unless such absence is excused by the Employer.

Section 5: When a day celebrated as a holiday falls on a Saturday, the preceding Friday shall be celebrated as the holiday. When a day celebrated as a holiday falls on a Sunday, the following Monday shall be celebrated as the holiday.

Section 6: Each employee shall be entitled to two (2) personal leave days per year. Employees requesting a personal leave day shall do so in writing at least ten (10) days in advance of the day they desire as their personal leave day, which will be granted subject to the approval and discretion of the employee's supervisor. Personal leave days are compensated at the employee's straight time hourly rate of pay. Personal leave days may not be accumulated from year to year.

ARTICLE XI - VACATIONS

Section 1: Employees who have completed one (1) or more years of continuous service for the City since their last hiring date, as of the anniversary dates of their employment by the City, shall be eligible for vacation with pay in accordance with the following schedule:

- (a) An employee who, as of the anniversary date of his employment has completed one (1) but less than two (2) years of continuous service with the City since his last hiring date shall receive one (1) week of vacation with pay (forty (40) hours).
- (b) An employee who, as of the anniversary date of his employment has completed two (2) but less than five (5) years of continuous service with the City since his last hiring date shall receive two (2) weeks of vacation with pay (eighty (80) hours).
- (c) An employee who, as of the anniversary date of his employment has completed five (5) but less than twelve (12) years of continuous service with the City since his last hiring date shall receive three (3) weeks of vacation with pay (one hundred twenty (120) hours).
- (d) An employee who, as of the anniversary date of his employment has completed twelve (12) but less than twenty (20) years of continuous service with the City since his last hiring date shall receive four (4) weeks of vacation with pay (one hundred sixty (160) hours).
- (e) An employee who, as of the anniversary date of his employment has completed twenty (20) or more years of continuous service with the City shall receive five (5) weeks of vacation with pay (two hundred (200) hours).

Section 2: Vacation pay shall be paid to the eligible employee on the last pay day immediately preceding the start of his vacation.

Section 3: An eligible employee may take his vacation time off at any time during the period beginning with the first week following the anniversary date upon which the vacation is earned and ending with the third week preceding his next anniversary date, provided he can be spared from work at the time of his choice. Requests for vacation time off must be made at least twenty (20) days in advance of the start of such vacation.

- (a) The City will determine the number of people, if any, who can be spared for vacation purposes at any one time.
- (b) If two (2) or more employees request permission to take their vacation time off at the same time and both or all cannot be spared from work at the same time, as among those who made their

requests for vacation time off prior to May 1st of the year, preference shall be given to employees with the greater amount of seniority.

Section 4: If an employee, who is otherwise eligible for vacation with pay, quits or is discharged on or after the anniversary date upon which he qualified for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee quits or is discharged prior to the anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date.

Section 5: All vacation time shall be awarded on July 1st of each year, effective July 1, 1994. Vacation may be accumulated up to one and one half (1 1/2) times the annual rate at which it is being earned. Vacation earned in excess of that amount is forfeited. All vacation time, in excess of the one and one half (1 1/2) carryover, not used by June 30th of the following year may be forfeited.

ARTICLE XII - LONGEVITY

Section 1: Longevity Pay. The wages for employees who have completed five (5) years of continuous service with the Employer shall be increased by \$.05 per hour (\$100/year at 2080 hours), effective the first full pay period after completion of five (5) years of continuous service. The wages for employees who have completed ten (10) years of continuous service with the Employer shall be increased by an additional \$.19 per hour to \$.24 per hour (\$500/year at 2080 hours), effective the first full pay period after completion of ten (10) years of continuous service.

ARTICLE XIII - GENERAL

Section 1: Management Rights

- (a) The Employer retains and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to terminate, merge, consolidate, sell or otherwise transfer or reorganize the Employer's operations and services or any part thereof; to reduce or increase the size of the working

force; to establish and change job descriptions; to establish, change or eliminate work; to determine qualifications for any job or job position and to determine the number of personnel required; to direct and control operations; to maintain order and efficiency; to discontinue, combine or reorganize any part of or all of its operation; to continue and maintain its operations as in the past; to study and use improved methods and equipment; to make technological or labor saving devices; to use outside assistance or engage independent contractors either inside or outside the employer's facilities to perform all functions of the employer's work, and in all respects to carry out the ordinary and customary functions of administration of the City. The Union hereby agrees that the Employer retains all rights established by the law and reserves the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. These rights shall not be subject to the grievance and arbitration procedures established herein.

- (b) The Employer shall have the right to hire, promote, assign, transfer within the employees bargaining unit, suspend, discipline or discharge for just cause, lay off, and recall personnel; to establish work rules, and to fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to establish and change work schedules, provided however, that these rights shall not be exercised in violation of any specific provisions of this Agreement. These rights shall be subject to the grievance and arbitration procedures established herein.
- (c) The employer shall have the right to establish a substance abuse testing program and other rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any such program will be submitted to the Union for its review and approval. Unless otherwise specified in the program, the Employer will be responsible for paying for the costs of any testing.

Section 2: The Employer shall provide a bulletin board for each Department upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 3: Nothing contained in this Agreement shall be construed to in any way restrict or limit Management and supervisory employees from performing bargaining unit work in the same manner and to the same extent as Management and supervisory employees performed such work prior to the execution of this Agreement.

Section 4: Residency Requirement. Within nine (9) calendar months after the date of their hire, or within the effective date of this agreement, all employees hired after July 1, 1990 must live within one-

half hour driving time of the City of Otsego for the duration of their employment. This residency requirement shall require that employees: Establish and occupy a dwelling within such distance of the City of Otsego and to maintain this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address and in all manners maintain as a normal residence.

Section 5: It is understood and agreed that in case of emergencies, when a sufficient number of qualified employees are not readily available to handle such emergencies, qualified personnel from any Department of the bargaining unit may be used interchangeably between Departments for the duration of the emergency.

Section 6: The Employer shall provide eleven (11) uniforms per employee, and agree to the purchase one pair of safety shoes per year not to exceed one hundred dollars (\$100.00). For purposes of this section, footwear should be shoes or boots chosen at the employee's discretion, however, the footwear must meet specifications set by the Department Head.

The Employer will also provide one hundred percent (100%) funding for one pair of safety glasses per year. This funding will not include the cost of an exam, tinting, comfort lenses, or other such extras not required by MIOSHA or a physician. Employees are only eligible for this reimbursement if the glasses are obtained from Dr. Richard Bagwell, 123 S. Fair Street, Otsego, MI 49078.

Section 7: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

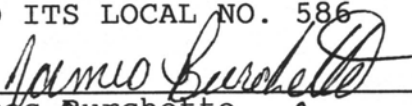
Section 8: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and 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 waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 9: No agreement or understanding contrary to this collective Bargaining Agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings and arrangements heretofore existing.

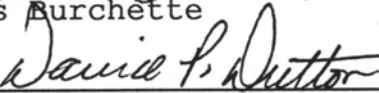
ARTICLE XIV - DURATION OF AGREEMENT

THIS AGREEMENT shall become effective as of the date of its execution, 1996, and shall remain in full force and effect until 12:01 a.m. the 30th day of June, 2001, and from year to year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration date or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.

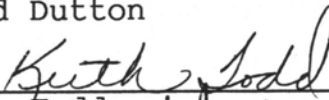
SERVICE EMPLOYEES INTERNATIONAL UNION
AND ITS LOCAL NO. 586



James Burchette



David Dutton

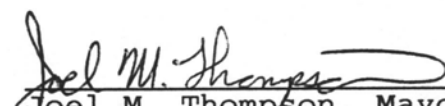


Keith Todd



SEIU Union Representative

CITY OF OTSEGO



Joel M. Thompson, Mayor



Paula A. Baker, City Clerk

APPENDIX A

The following hourly wages shall be effective the first full pay period after the dates indicated:

	7-1-96			
	Start	6 Mos.	1 Yr.	2 Yrs.
DPW Op.	\$12.442	\$13.447	\$13.949	\$14.954
WT Op.	\$12.442	\$13.447	\$13.949	\$14.954

As a condition of continued employment, employees in the classification of DPW must possess a CDL license and employees in the classification of Wastewater Treatment Operator must possess a "D" Sewer Treatment license by the end of this contract term.

In the event of the absence of the Department of Public Works Superintendent for eight (8) consecutive hours starting with the beginning of each regularly scheduled shift the individual designated by the superintendent, or, in the absence of a designation, the person with the highest departmental seniority shall act as the Department's Supervisor and will receive a premium pay equaling an additional two dollars (\$2.00) per hour. Premium pay shall not apply in situations of extended overtime exceeding eight (8) hours.

For new hires the city manager may allow a higher starting wage rate and acceleration through the steps of the salary schedule.

Each July 1 of the current contract the wage scale outlined in this appendix will be adjusted proportionate to the limits imposed by Section 211.27A (2a) of the Michigan Compiled laws which limit the increase in the taxable value of a property in the City of Otsego to the lesser of 5% or the rate of inflation. At no time during the term of this contract will the adjustment be less than two (2%) percent.

OPTICAL AGREEMENT

This Optical Agreement (this "Agreement") is made as of April 1, 1996, between the CITY OF OTSEGO, a Michigan municipal corporation, the principal address of which is 117 East Orleans Street, Otsego, Michigan 49078, Attn: City Manager (the "City"), and RICHARD BAGWELL, O.D., whose address is 123 South Fair, Otsego, Michigan 49078 ("Dr. Bagwell").

RECITALS

A. The City needs a supplier of prescription and non-prescription safety glasses for its Department of Public Works (the "DPW") employees and has entered into a collective bargaining agreement with those employees pursuant to which the City is obligated to provide them.

B. Dr. Bagwell, as a licensed optometrist, is in the business of conducting eye examinations and providing prescription and non-prescription glasses, including safety glasses.

AGREEMENT

NOW, THEREFORE, in exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. Dr. Bagwell's Obligations. Dr. Bagwell's obligations under this Agreement shall be as follows:

(a) Upon an authorized request from the City, which shall be in writing signed by the City Manager, the City Clerk or the DPW Director, Dr. Bagwell shall prescribe, supply and fit safety glasses for that employee, based on a valid prescription provided by that employee or with the cost to be paid by the employee, Dr. Bagwell may first perform an appropriate eye examination.

(b) Dr. Bagwell shall then bill the City for such services and for such glasses according to the fee schedule attached as Exhibit A to this Agreement and incorporated by reference.

(c) Dr. Bagwell shall maintain full licensing and other permission or approvals necessary to provide such services.

2. City's Obligations. The City's obligations under this Agreement shall be as follows:

(a) The City shall pay all invoices from Dr. Bagwell within thirty (30) calendar days of the City's receipt of such invoices, unless there is a good faith dispute over the authorization for or the fee charged for the goods and services indicated in the invoice,

in which case, the City shall timely pay the undisputed portion of the invoiced amount and indicate in writing its concerns about the remaining invoiced amount.

(b) Dr. Bagwell shall be the City's exclusive supplier of the goods and services referred to in this Agreement.

3. Term and Termination. This Agreement shall commence as of the date first written above and shall terminate on June 30, 1998. However, it shall automatically terminate if Dr. Bagwell fails to maintain the required qualifications to provide the goods and services hereunder. Furthermore, either party may terminate this Agreement upon sixty (60) days written notice to the other party.

4. Interpretation. This is the entire agreement between the parties as to its subject matter. There are no other agreements. It may not be modified except in writing signed by both parties. The captions are for convenience of reference only and shall not affect the interpretation of this Agreement.

5. Remedies. To the extent not prohibited by law, the jurisdiction and venue for any action brought pursuant to or to enforce any part of this Agreement shall be solely in the state courts in Allegan County, Michigan, and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its actual costs, including, without limitation, its actual, reasonable attorneys fees and other legal expenses from the first accrual of or notice of such claim through any an all appellate and collection proceedings.

WHEREFORE, this Agreement has been executed as of the date first written above.

CITY OF OTSEGO, a Michigan
municipal corporation

By: Joel M. Thompson
Joel Thompson, Mayor

By: Paula Baker
Paula Baker, City Clerk

RICHARD BAGWELL, O.D.

Richard Bagwell, O.D.

EXHIBIT A

CITY OF OTSEGO
EMPLOYEE OPTICAL COVERAGE

	SINGLE VISION	BIFOCAL	TRIFOCAL	*COMFORT LENSES
LENSES	\$42.00	\$58.00	\$66.00	\$112.00
FRAME	\$48.00	\$48.00	\$48.00	
TOTAL	\$90.00	\$106.00	\$114.00	

*EMPLOYEE WILL PAY DIFFERENCE OF \$46.00 FOR COMFORT LENSES

**EMPLOYEE WILL PAY FOR THE EYE EXAMINATION

***THE CITY IS NOT LIABLE FOR ANY ADDITIONAL EXPENSES OTHER THAN THOSE PRESCRIBED BY A LICENSED OPTOMETRIST OR OPHTHALMOLOGIST. THE CITY IS RESPONSIBLE FOR SAFETY LENSES ONLY WHICH MEET THE STANDARDS ESTABLISHED BY MIOSHA.

