

12/31/96

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VILLAGE OF BEVERLY HILLS

AND

LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

January 1, 1994

to

December 31, 1996

Beverly Hills, Village of

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THIS AGREEMENT made by and between the **VILLAGE OF BEVERLY HILLS**, and the **LABOR COUNCIL MICHIGAN F.O.P.**, and the parties agree as follows:

ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to promote a harmonious working relationship between the **VILLAGE** and the **UNION**. It is further intended that the public interest be protected and at the same time provide a fair determination of employee's rate of pay, wages, hours of employment, and other conditions of employment; and to promote orderly and peaceful labor relations for the mutual interest of both the **VILLAGE** and the **UNION**.

ARTICLE II - RECOGNITION AND DEFINITIONS

Section I. The **VILLAGE** recognizes the **LABOR COUNCIL** sole and exclusive bargaining agent to the extent permitted and required by Public Act 379 of 1965. The **UNION** represents all full time public safety dispatchers/clerks.

Section II. DEFINITIONS

Department -- Shall mean the Public Safety Department of the Village of Beverly Hills, Oakland County, Michigan.

Director -- Shall mean the Public Safety Director of Beverly Hills.

Employees -- Shall mean all full time public safety dispatchers\clerks.

Fiscal Year -- Shall mean the year commencing July 1, and ending the following June 30.

Immediate Family -- Shall mean parents, parents of a current spouse, spouse, children, brothers, sisters, sisters or brothers in-law, grandparents, grandchildren and other close relations as agreed upon by the parties.

Manager -- Shall mean the Village Manager of Beverly Hills.

Member -- Shall mean an employee who is represented by the union.

UNION as defined above.

Representative -- Shall mean the person chosen by the **UNION** to represent the employees.

Rules and Regulations -- Shall mean Rules and Regulations of the Beverly Hills Public Safety Department.

Union -- Shall mean the LABOR COUNCIL MICHIGAN F.O.P.

Village -- Shall mean the Village of Beverly Hills, Oakland County, Michigan.

All references in this contract to the female gender shall be read to include both the female and male genders.

ARTICLE III - MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section I. It is recognized that the government and management of the **VILLAGE**, control and management of its properties and the maintenance of municipal functions and operations are reserved to the **VILLAGE** and that all lawful prerogatives of the **VILLAGE** shall remain and be solely the **VILLAGE'S** right and responsibility, except as limited by applicable law. Such rights and responsibilities belonging solely to the **VILLAGE** are hereby recognized, prominent among which but no means wholly inclusive are: all rights involving public policy, the rights to decide the number of employees, work normally performed within the unit, the right to hire employees, determine their qualifications, conditions of employment, the right to promote discharge or discipline for just cause and to maintain discipline and effectiveness of employees, to make and change rules and regulations and orders which are reasonable and not inconsistent with the terms and provisions of the **AGREEMENT**, the scheduling of work, methods of departmental operation, the selection, procurement, designing, engineering, purchasing and the control of equipment, supplies and materials, the right to determine the number and location or relocation of its facilities, to determine the size of the management organization, its functions, authority, amount of supervision and table of organization, and the right to contract services by others.

Section II. It is further recognized that the responsibility of the Management of the **VILLAGE** for the selection and direction of the working forces, including the right to hire, suspend, or discharge for just cause; the right to assign, promote or transfer; to determine the amount of overtime to be worked, to relieve employees from duty because of just cause or for other legitimate reasons is vested exclusively in the **VILLAGE**, subject only to the seniority rules, grievance procedure, guidelines mentioned in this Section and other express provisions of this **AGREEMENT** as herein set forth.

Section III. It is further recognized that the responsibility and authority to determine the scheduling as to hours and type of work is vested exclusively with the **VILLAGE**. It is further recognized that the **VILLAGE** may in lieu of laying off personnel, reassign employees to a different classification, and that the **VILLAGE** reserves the right to eliminate a position created by a vacancy and not to fill vacancies for authorized positions and/or classifications, provided that any employee who is laid off or involuntarily transferred shall be reassigned to his/her prior position when such position is next filled.

Section IV. The exercise of the foregoing powers, rights, authorities and responsibilities by the **VILLAGE**, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of the **AGREEMENT**, and then only to the

extent such specific and expressed terms are in conformance with the constitution and laws of the State of Michigan and of the United States.

ARTICLE IV - AGENCY SHOP AND CHECK-OFF

Section I. During the life of this **AGREEMENT**, the **VILLAGE** agrees to deduct **UNION** membership dues from the pay of any employee who voluntarily executes and files with the **VILLAGE** a written authorization for such deductions. The **UNION** is to notify the **VILLAGE** in writing as to the amount of union dues and of any changes. Such notifications are to be made at least thirty (30) days before the dues are to be deducted.

Section II. The **VILLAGE** shall have no responsibility for the collection of initiation fees, special assessments or any other deduction not specified above.

Section III. **VILLAGE** shall not be liable to the **UNION** or to the employees by reason of any error or neglect involving the improper deduction of or failure to deduct **UNION** dues in accordance with Section I above, and the **UNION** agrees to hold the **VILLAGE** harmless from all liability to which the **VILLAGE** may be put by reason of its voluntary agreement to deduct membership dues.

Section IV. Any employee in a classification in the bargaining unit who chooses not to become a member of the **UNION**, which election is made by not making application for membership in the **UNION** shall, as a condition of employment, pay to the **UNION** an amount equal to the **UNION'S** regular monthly dues and assessments uniformly applied to the Members as a contribution toward the administration of the **AGREEMENT** for the full term of this **AGREEMENT**.

ARTICLE V - REPRESENTATION

Section I. For the handling of grievances in its behalf, the **UNION** may elect a steward from within the bargaining unit. The steward must be on the active payroll when elected. The **UNION** shall notify the **VILLAGE** in writing of the name of the steward. Neither the **UNION**, nor the steward, nor any employee shall assume supervisory authority or advise or direct employees to disregard the orders of supervision.

Section II. It is agreed that no **UNION** Agent shall have access to or enter the premises of the **VILLAGE** without the prior permission of the Village Director of Public Safety. The employee steward shall enter and remain on the premises only during his regular working hours unless otherwise agreed to by the Village Director of Public Safety. No **UNION** activity, including grievance processing, shall be carried on **VILLAGE** premises during scheduled working hours. Grievance activities shall be carried on between employees and the steward during lunch period, or before or after work.

ARTICLE VI - SENIORITY

Section I. Seniority shall be defined for the purpose of this **AGREEMENT** to mean the length of an employee's continuous service as a full-time permanent employee with the **VILLAGE** from her last permanent hiring date. Seniority for employees hired on the same date shall be determined by alphabetical order of surnames.

Section II. An employee shall be terminated and lose her seniority rights if she:

- A. Quits.
- B. Is discharged and not reinstated.
- C. Is laid off for a period of twelve (12) months or more.
- D. Fails to report for work within three (3) working days following recall from lay off.
- E. Is absent without a reasonable excuse for three (3) consecutive working days and without notice to the **VILLAGE** of such excuse within the three days.
- F. Fails to return from a leave of absence at the designated time.
- G. Attains mandatory retirement age under the Pension Plan unless extended from year to year by the **VILLAGE**.

Section III. It shall be the responsibility of each employee to notify the **VILLAGE** of any change of address and/or telephone number. The employee's address and telephone number as it appears on the **VILLAGE** records shall be conclusive with the layoff, recall, or other notices to employees.

Section IV. An employee who accepts a job outside the bargaining unit shall have their bargaining unit seniority frozen as of the date they move out of the unit, whether such acceptance was made before or after the **UNION** was first recognized as bargaining representative for the unit. If such employee later accepts a position back to the bargaining unit, she may exercise her accumulated bargaining unit seniority credits. This clause shall not be construed to limit the **VILLAGE'S** right to terminate the employee for any reason while assigned to a job outside the bargaining unit.

Section V. Employees on workers compensation shall continue to accrue seniority and benefits during the first thirty (30) days of absence. Thereafter, the employee shall continue to accrue seniority benefits except for cleaning allowance and sick leave.

ARTICLE VII - LAYOFF AND RECALL

In the event it becomes necessary to reduce the number of employees by reduction in force, employees will be laid off by seniority in their classification, where their abilities are equal. Employees will be recalled by seniority in their classification, where their abilities are equal.

For the purpose of this **AGREEMENT**, ability is defined as the capacity to perform the job functions in accordance with acceptable standards including, but not limited to, skill, efficiency, attendance record, physical condition, and knowledge to perform the work.

ARTICLE VIII - HOURS OF WORK

Section I. Subject to the provisions of ARTICLE XV, the **VILLAGE** will schedule each employee such that she works no more than forty (40) hours in a seven (7) day period. This shall in no way be construed as a guarantee by the **VILLAGE** of any amount of work in any period.

Section II. Where possible, employees working eight (8) consecutive hours, shall receive, as part of that eight (8) hour period, a thirty (30) minute, paid meal period. During this meal period, the employee is subject to being called back to duty, with Article XV, Section II not being applicable to the call back. Employee may leave Village premise during the meal period only with the approval of the shift commander.

Section III. Each employee shall be at her designated work place ready for work at her scheduled starting time at the start of her shift, and after her meal period and shall remain at her designated work place until the scheduled quitting time.

ARTICLE IX - NO-STRIKE CLAUSE

Section I. During the life of this **AGREEMENT**, the **UNION** shall not cause, authorize, sanction or condone, nor shall any member of the **UNION** take part in, any strike, sit-down, stay-in, slow down, sympathy strike, work stoppage, curtailment of work, picketing, concerted improper use of paid leave time, restriction of work, or interference with the operations of the **VILLAGE**, including a labor dispute between the **VILLAGE** and any other labor organization.

Section II. In the event of such prohibited conduct mentioned in Section I above, the **UNION** shall immediately instruct the involved employees in writing, with a copy for the **VILLAGE**, that their conduct is in violation of this **AGREEMENT** and that they may be disciplined and/or discharged, and further shall instruct all persons to immediately cease the offending conduct. The **UNION** further agrees that the **VILLAGE** shall have the right to discipline (including discharge) any or all employees who violate this Article. All fringe benefits shall cease during such a period of prohibited conduct.

Section III. In the event of a violation of this Article, the **VILLAGE** shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief.

Section IV. The **VILLAGE** agrees that in consideration of the foregoing, during the life of this **AGREEMENT** the **VILLAGE** will not lockout employees.

ARTICLE X - WAGES

Section I. The **VILLAGE** shall pay to the employee as defined in Article II - Section II, the following rate of pay for that designated period at the designated step level of her employment:

| | | <u>EFFECTIVE DATES</u> | | |
|----------|----------|------------------------|----------------------|----------------------|
| | | 01/01/94 12/31/94 | 01/01/95 12/31/95 | 01/01/96 12/31/96 |
| | | TO | TO | TO |
| 1. Clerk | Start | \$ 19,855 | \$ 20,550 | \$ 21,321 |
| | 6 month | 20,958 | 21,691 | 22,505 |
| | 12 month | 23,165 | 23,976 | 24,875 |
| | 24 month | 25,372 | 26,260 | 27,244 |
| | 30 month | 26,474 | 27,401 | 28,428 |

ARTICLE XI - HOLIDAYS

There shall be thirteen (13) paid holidays per year. Payment for said holidays are to be made semi-annually. Seven (7) days will be paid in December of each year, and six (6) days will be paid the following June. Newly hired personnel shall be paid on the basis of date of hire and number of above holidays occurring after said date of hire. Duty assignment on a holiday shall not affect holiday pay. The following days shall be recognized and observed as paid holidays:

| | |
|-----------------------|---------------------|
| New Year's Day | Labor Day |
| Lincoln's Birthday | Veteran's Day |
| Washington's Birthday | Thanksgiving Day |
| Good Friday | Christmas Eve |
| Easter | Christmas Day |
| Memorial Day | Employee's Birthday |
| Independence Day | |

ARTICLE XII - LIFE INSURANCE

Life insurance coverage shall be provided by the **VILLAGE** in the amount of \$30,000.00 for each employee. This policy shall further provide for Accidental Death and Dismemberment (AD&D).

ARTICLE XIII - HOSPITALIZATION AND DENTAL INSURANCE

Section I.

Eligible employees may choose annually one (1) of the following health insurance packages:

- A. Blue Cross/Blue Shield PPO (Plan S), 100/200, 80/20, five dollar (\$5.00) BC/BS Preferred RX prescription co-pay for the employee, the employee's spouse and the employee's dependent children. The Village, at its option, may in lieu of such drug prescription program, purchase five dollar (\$5.00) prescription co-pay care for employee(s) from a carrier selected by the Village (equivalent drugs and three (3) mile access standard).
- B. Blue Care Network - HMO (Plan G) for the employee, the employee's spouse and the employee's dependent children, three dollar (\$3.00) co-pay prescription. The Village reserves the right to add additional insurance/riders to the HMO coverage.
- C. Blue Cross/Blue Shield MVF-1, Master Medical Option 4 and three dollar (\$3.00) co-pay prescription for the employee, the employee's spouse and the employee's dependent children. Any employee who elects Option C shall pay fifty percent (50%) of the difference between the premium rate of Option A and Option C. The employee shall sign the appropriate authorization and shall make such payment through payroll deductions.

The Village shall have the right to select the insurance carriers, to select the insurance policy or policies, to change carriers or to become self-insured, provided there is no reduction in the benefits currently provided and any change is reviewed by the Union.

Section II. The employer will provide dental insurance coverage substantially equivalent to the policy in effect on the effective date of this **AGREEMENT**. The **VILLAGE** reserves the right to change the policy or the carrier as long as any proposed change is reviewed by the **UNION** and the **VILLAGE** before any change is affected.

Section III. (a.) Hospitalization insurance coverage shall continue upon the employee's retirement with the **VILLAGE** paying the premiums for Blue Cross/Blue Shield MVF-1 Master Medical Option 4 and three dollar (\$3.00) co-pay prescription, for the retired employee, the employee's spouse and the employee's dependent children to age nineteen (19). An employee who elects a deferred retirement shall not be eligible for retiree health insurance. The retiree and/or spouse must apply for and receive Medicare/Medicaid when eligible. Coverage shall cease upon the death of the retiree. Coverage shall also cease if the retiree gains employment that provides hospitalization insurance coverage. The **VILLAGE** may require the submission of notarized statements with respect to the retiree's employment and marital status. Falsification of information shall result in termination of benefits.

(b.) Dependent children is defined as the employee's unmarried children by birth, legal adoption or legal guardianship (while they are in the employee's custody and are dependent on the employee) until the end of the calendar year in which they reach age nineteen (19). Employees (not including retirees) with dependent children over age nineteen (19) may apply for coverage which would continue health and dental care only if the dependent child:

1. Is a full time student and is,
2. Unmarried and is,
3. Dependent on the employee for more than 1/2 his or her support and,
4. Resides with the employee, or is in temporary residence at school.

This dependent coverage shall cease at the end of the calendar year in which the dependent reaches age 25, or earlier if any of the above conditions are not met. It shall be the employee's responsibility to inform the Village of any change in status of a dependent child.

Section IV. Employees who voluntarily opt out of the **VILLAGE'S** hospitalization insurance coverage set forth in Section I.A. of this Article will be eligible for an annual stipend payable in the last pay period of June each year. The stipend shall be computed on the basis of \$50 per month (single), \$75 per month (two person), and \$100 per month (family coverage) for each full month the employee declines coverage with the **VILLAGE'S** hospitalization insurance carrier in the preceding twelve (12) month period. To be eligible for the stipend, the employee must provide proof of health insurance from another source and must sign an insurance waiver provided by the **VILLAGE**. The employee may resume coverage under the **VILLAGE'S** hospitalization insurance coverage subject to the approval of, and at such times as permitted by, the insurance carrier.

ARTICLE XIV - LONGEVITY

Longevity payments shall be paid in accordance with the following schedule, payable in semi-annual installments in June and December. Eligibility for longevity compensation shall commence with the first payroll period following the employee's appropriate anniversary date. The percentage rates are based upon top pay of employees' base wage:

- 2% after 5 complete years of service
- 4% after 10 complete years of service
- 6% after 15 complete years of service

ARTICLE XV - OVERTIME

Section I. - REGULAR

The **VILLAGE** shall pay an Employee time and one-half for all hours worked in excess of eight (8) hours in any twenty-four (24) hour period with the following exceptions:

- (A) Voluntary reassignment - employee motivated;
- (B) Assignment of personnel with flexible schedules;
- (C) Training Assignments: on a voluntary basis;

If no employees volunteer for overtime work, the **VILLAGE** reserves the right to assign employees by inverse seniority, to overtime when necessary. Probationary employees are eligible for overtime upon completion of six (6) months of service; however, the **VILLAGE** reserves the right to assign overtime to probationary employees during an emergency.

Section II. - CALL BACK

The **VILLAGE** shall pay an employee four (4) hours minimum at one and one-half (1-1/2) time the regular rate when the **VILLAGE** requires an Employee to be called back to the station for duty.

ARTICLE XVI - PROBATIONARY PERIOD

Section I. Employees shall be subject to a probationary period of six (6) months of employment, during which time the **UNION** will not represent the probationary employee, and during which time the **VILLAGE** has the sole right to discharge, discipline, transfer, demote or layoff employees for any reason, without regard to the provisions of this **AGREEMENT**: and no grievance shall arise therefrom. At the end of the probationary period, employees shall be placed on the seniority list as of the last date of hire.

Section II. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in work force. There shall be no requirement for the VILLAGE to rehire. In the event they are rehired at a later date, they shall then be treated for all purposed of this AGREEMENT as new employees.

ARTICLE XVII - CLOTHING & CLEANING ALLOWANCE

The VILLAGE shall provide the following clothing allowance:

The employee shall receive the uniform and equipment and replacement of same as needed.

The VILLAGE shall pay an employee a yearly cleaning allowance of \$325.00 paid in semi-annual installments on July 1 and January 1, or the first pay period following each of these dates.

ARTICLE XVIII - SICK LEAVE

Sick leave shall be earned at the rate of one (1) day per twenty-eight (28) work day schedule (13 Days per year) with the right to accumulate them until a maximum of one hundred (100) days is reached. Accumulation of sick leave time shall be computed beginning as of the date of employment in the Department of Public Safety.

Section I. - EARNING OF SICK LEAVE

- (a) Sick leave shall be earned at the rate of one (1) day per day per twenty-eight (28) work day schedule (13 days per year) with the right to accumulate them until a maximum of one hundred (100) days is reached. Accumulation of sick leave time shall be computed beginning as of the date of employment in the Department of Public Safety.
- (b) At retirement, the VILLAGE shall offer to buy back any unused sick leave days up to this maximum at the rate of fifty percent of the current rate in effect. An employee shall receive no benefit for accumulated sick leave upon any other form of termination of employment.
- (c) The amount of time to be allowed an employee for sick leave may, if not used during the year earned, be accumulated until a total of 100 days is reached and may be kept to her credit for future sick leave with pay. When an employee has accumulated 100 days of sick leave, all earned but not used leave thereafter accruing shall be paid for during December of each year at one-half the employee's regular pay. Any sick leave for which compensation is received shall not accrue to the employee's sick leave.

Section 2. - USE OF SICK LEAVE. An employee shall work for the VILLAGE at least six (6) months before being allowed to take advantage of paid sick leave. After this time of employment has expired, accrual and accumulation of sick leave time shall be computed beginning as of the date of employment.

ARTICLE XIX - VACATION

Section I. Vacation leave shall be available to an employee after he/she has completed the following years of service:

- 12 days after (1) complete year of service
- 22 days after (5) complete years of service

Section II. - PERIOD FOR TAKING VACATIONS - Except as provided below vacations must be taken during the twelve (12) months period following the employee's anniversary date. Vacations will be granted at such times during this period as are suitable considering both the wishes of the employee and the efficient operation of the **VILLAGE**. In the event that the employee is prevented from taking any or all of vacation to which she is entitled in any one year because scheduling such vacation would drastically interfere with the operations of the Department or other good reason, the Director of Public Safety may allow such unused vacation to be taken during the following anniversary year. If vacation is not taken within the allotted period, the employee shall forfeit same, except that the Director of Public Safety may grant the accumulation of up to five (5) vacation days upon written request of the employee.

Section III. ADVANCE PAY FOR VACATIONS - If a regular payday falls during an employee's vacation, she may receive that pay in advance before going on vacation, provided, however, that she makes a written request to the Village Manager not less than three (3) weeks prior to the date the check would normally be issued. If an employee is unable to request vacation paycheck three (3) weeks in advance of normal paycheck issue date, the Village Manager may approve issuance of such paycheck.

Section IV. VACATION ELIGIBILITY - To qualify for a full vacation allowance as outlined above, an employee must have worked a minimum of eighteen hundred (1800) straight-time hours during the anniversary year excluding used vacation, sick leave, holidays, emergency and funeral leave. An employee otherwise eligible to receive a vacation allowance who worked more than nine hundred (900) but less than eighteen hundred (1800) straight-time hours during the anniversary year shall receive one-half (1/2) the vacation allowance she would otherwise been entitled to had she worked a full eighteen hundred (1800) hours during this time. An employee who fails to work nine hundred (900) or more straight-time hours during the anniversary year shall not be entitled to any vacation pay.

ARTICLE XX - LEAVES OF ABSENCE

Section I. The **VILLAGE** may grant temporary unpaid written leaves of absence to bargaining unit employees for periods up to thirty (30) calendar days. Such leave may be extended upon written approval by the Village. Seniority shall accumulate during such leave.

Section II. An employee on military leave for service in the Armed Forces of the United states shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws of the United States.

Section III. All leaves shall be in writing signed by the **VILLAGE**, and the employee, receiving same. Employees on leave must report for reassignment to work not later than the first working day following the expiration of their leave.

Section IV. Any employee who seeks/or obtains employment while on leave of absence shall be automatically terminated from the **VILLAGE** effective the date the leave of absence started unless the employee was specifically granted the leave for that particular purpose.

ARTICLE XXI - RETIREMENT

All matters pertaining to retirement shall be as provided by the Michigan Municipal Employees' Retirement system (Benefit coverage B-2, with FAC-3). The **VILLAGE** will assume the employees' contribution for the retirement system.

ARTICLE XXII - DISABILITY PROGRAM

Section I. The **VILLAGE** shall provide a Long Term Disability Program. It shall be substantially equivalent to the policy in effect on the effective date of this **AGREEMENT**. The **VILLAGE** reserves the right to change the policy or the carrier provided there is no reduction in the benefits currently provided and as long as any proposed change is reviewed by the **UNION** and the **VILLAGE** before any change is affected.

Section II. Disability Leaves

A. Purpose

To establish a policy for disability leaves of absence.

B. Fitness for Duty

All employees must be physically and mentally fit for duty at all times. Accordingly, the Village reserves the right, at the Village's expense, to have an employee examined where a basis for such examination exists, at any time by a physician, psychologist or other health care practitioner selected by the Village to ensure and/or verify an employee's fitness for duty.

C. Definition

A disability leave of absence is an authorized absence from work without pay or benefits when an employee is unable to work due to personal illness or disability. A disability leave may be granted only to employees who have completed at least one year (365 days) of active employment. Disability leaves are not granted for more than one hundred and eighty (180) days unless an extension has been agreed upon in writing by the Village. Vacation days, and sick/personal business days do not accrue during a disability leave of absence. Seniority shall continue to accrue.

D. Procedure

To obtain such a disability leave, the employee must furnish the Village with a written letter from his/her physician stating the reason for the leave and expected date of return to work. The Village will continue to provide an employee with medical insurance while he/she is on a disability leave of absence.

At the expiration of a medical leave, or if the employee wishes to return to work before completion of the leave, there must be a health care practitioner's certification confirming his/her fitness to return to work. The Village may also require, at the employee's expense, periodic statements from his/her health care practitioner during the leave. In addition, the Village reserves the right, at the Village's expense, to require an employee on a disability leave of absence to under go an examination by a physician , psychologist or other health care practitioner selected by the Village regarding the employee's ability to return to work.

- E. Employees on Workers compensation shall continue to accrue seniority and benefits during the first thirty (30) days of absence. Thereafter, the employee shall continue to accrue seniority benefits except for cleaning allowance and sick leave.

ARTICLE XXIII - GRIEVANCE PROCEDURES

Section I. The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes about interpretations of particular clauses of the **AGREEMENT**, and about alleged violations of the **AGREEMENT**.

Section II. Step One. Any employee having an alleged grievance may first take up the matter with her shift commander. If the same is not resolved within seven (7) calendar days of the incident, the grievance shall be reduced to writing and signed by the grievant.

Section III. Step two. The written grievance shall then be submitted to the Division Manager by either the grievant or the grievant's representative. The Division Manager shall give his written decision within five (5) working days of the written grievance.

Section IV. Step Three. In the event the grievance is not settled in Step 2, a meeting shall be held between the grievant and/or her representative and the Director of Public Safety and /or the Village Manager within five (5) working days of the written decision of the Division Manager, unless the time is extended by written mutual agreement. The Village Manager shall submit the **VILLAGE'S** decision within one week of any such hearing (the day of such hearing constituting the first day for the purpose of counting for said week).

Section V. Step Four. If the grievance is not settled in Step 3, then the **VILLAGE** or the **UNION**, or both, may request assistance from the Michigan Employment Relations Commission Mediation Section, providing such request is made within five (5) working days of the completion of Step 3. If such request is not made within five (5) working days of the completion of Step 3, the grievance shall be settled on the basis of the last answer given by the **VILLAGE**. In the event the grievance is referred to mediation, a timely meeting will be requested with the mediator.

Section VI. Step Five. If a satisfactory agreement is not reached in Step 4, the **UNION** may appeal the grievance to the Village Council within five (5) days after the mediation session. The Village Council will hear the grievance either at a regularly scheduled meetings or a special meeting called for that purpose. The grievance shall be settled by a majority vote of the Village Council.

Section VII. Timeliness. Any grievance not advanced to the next step by the **UNION** within the time limit in that step, or if no time limit is specified within two (2) working days, shall be deemed abandoned. Time limits may be extended by mutual written agreement by the **VILLAGE** and the **UNION**; then the new date shall prevail.

Section VIII. The **VILLAGE** shall not be required to pay back wages prior to the date a written grievance is filed.

- A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that she may have received from any source during the period of the back pay. Such employee shall have the burden of showing that she was actively seeking employment during such time.
- B. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as a representative grievance by mutual written agreement by the parties.

Section IX. Any grievance occurring during the period between the termination date of this **AGREEMENT** and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this **AGREEMENT** shall not be processed.

Section X. Any grievance settlement reached between **VILLAGE** and the **UNION** is binding on all employees affected and cannot be changed by any individual.

ARTICLE XXIV - FUNERAL AND EMERGENCY LEAVE

Section I. An employee shall be granted a maximum of three (3) consecutive days leave with straight time pay due to death in the immediate family provided she attends the funeral. The employee shall notify the department of the necessity of funeral leave immediately upon discovery that such leave is required.

Section II. The Director of Public Safety may authorize up to one (1) day of emergency leave, at straight time pay, for a serious illness or injury in the Employee's immediate family. Such use of emergency leave must be for unusual circumstances only.

ARTICLE XXV - PERSONAL BUSINESS DAYS

Each non-probationary employee on the payroll as of her anniversary date of hire, shall be entitled to be absent without loss of pay or other benefits from scheduled work for two (2) days annually, and in addition, one day annually without pay, in increments of a full or half day only, for time necessary to conduct the personal business affairs of the employee. The request for a personal business day must be made in writing at least forty-eight (48) hours prior to the requested date, to the Director of Public Safety and shall be granted or denied at the sole discretion of the Director of Public Safety. A personal business day will not be approved if such would create a shortage of manpower. Any unused personal business days shall not be accumulated and must be used prior to the employee's next anniversary date.

ARTICLE XXVI - MEDICAL REPORTS

Section I. The VILLAGE may at its discretion require that employees submit to physical and medical tests and examinations by a VILLAGE appointed doctor when such tests and examinations are considered to be of value to the VILLAGE in maintaining a capable work force, employee health and safety, provided however, that the VILLAGE will pay the cost of such tests and examinations.

Section II. The VILLAGE may, at its discretion, require that employees' provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time.

ARTICLE XXVII - RELATED EMPLOYEES

Related employees shall not be assigned to the same platoon. Related employees shall not report to the same supervisor, shall not supervise one another, shall not assign work to or have similar authority over the other and shall not audit or review the work of the other. The provision shall not apply to emergencies or overtime situations.

"Related employee" as indicated in this memo shall mean child, brothers, sisters, spouse, cousins, aunts, uncles, nieces, nephews, parent or parent-in-law, son or daughter-in-law, grandchild, brother-in-law, sister-in-law, grandparent or grandparent-in-law. Related employees shall also be extended to mean any person who satisfies the requirement of "dependent" as defined by Internal; Revenue Code Section 152.

ARTICLE XXVIII - COST OF LIVING ALLOWANCE

Section I. Employees covered by this **AGREEMENT** shall receive a cost of living allowance for the life of this **AGREEMENT** effective on and after January 1, 1994 subject to the terms, definitions and limitation stated herein.

Determination of the cost of living allowance shall be made by reference to the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics, United States Department of Labor, United States all Cities Average (1967 = 100) hereinafter referred to as BLS Index. The cost of living shall be paid quarterly as follows:

With the first payroll which can be prepared next following receipt of the BLS Index for the following months, the cost of living shall be paid consisting of one (.01) cent per hour for each 0.4 index point increase in the BLS Index for that month as per the following chart:

| <u>Month/Date</u> | <u>0.4 Index Point Increase in the BLS Index Over that for: _____</u> | <u>For Straight Time Hours Worked During:</u> |
|-------------------|---|---|
| March 1994 | December 1993 | January, February, March 1994 |
| June 1994 | December 1993 | April, May, June 1994 |
| September 1994 | December 1993 | July, August, September 1994 |
| December 1994 | December 1993 | October, November, December 1994 |
| March 1995 | December 1994 | January, February, March 1995 |
| June 1995 | December 1994 | April, May, June 1995 |
| September 1995 | December 1994 | July, August, September 1995 |
| December 1995 | December 1994 | October, November, December 1995 |
| March 1996 | December 1995 | January, February, March 1996 |
| June, 1996 | December 1995 | April, May, June 1996 |
| September, 1996 | December 1995 | July, August, September, 1996 |
| December, 1996 | December 1995 | October, November, December, 1996 |

Section II. The cost of living allowance for the first four quarters, the second four quarters and again, for the last four quarters of the contract shall be limited to a maximum of thirty-six cents per hour for the periods. In no event shall the cost of living allowance exceed \$.09 cents per hours for any one quarter (i.e., 1st quarter \$.09; 2nd quarter \$.18; 3rd quarter, \$.27; 4th quarter, \$.36). The cost of living allowance paid shall not be folded in to the base salary. Cost of living allowance will start at \$.00 on January 1st of each year of this **AGREEMENT** and will expire on December 31st of each year of this **AGREEMENT**.

Section III. An employee must have worked the entire three (3) months quarter in order to receive the cost of living allowance or additional cost of living allowance for that quarter.

Section IV. For the purpose of definition "time worked" shall include vacation time, sick time, duty disability leave, holiday time, and personal leave time.

Section V. The parties have agreed to condense the former cost of living language with the understanding that there are no substantive changes involved.

ARTICLE XXX - TERMINATION

Section I. Expiration Date. This **AGREEMENT** shall become effective January 1, 1994, and shall continue in full force and effect up to and including December 31, 1996.

Section II. Notice to Modify, Amend, or Terminated; Automatic Renewal. This **AGREEMENT** shall continue in effect for successive yearly periods after December 31, 1996, unless notice is given in writing by either the **UNION** or the **VILLAGE** to the other party at least sixty (60) days prior to December 31, 1996, or any anniversary date thereafter, of its desire to modify, amend, or terminate this **AGREEMENT**. If such notice is given, this **AGREEMENT** shall be open to modification, amendment, or termination as such notice may indicate, on December 31, 1996, or the subsequent anniversary date, as the case may be. In the event that one of the parties gives the sixty (60) day notice to modify or amend, as set forth above, either party may give subsequent notice to terminate on or after December 31, 1996, or the subsequent anniversary date, as the case may be, by giving the other party a ten (10) day notice in writing.

ARTICLE XXXI - WAIVER CLAUSE

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 **VILLAGE** 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 referred to or covered by this **AGREEMENT**

and 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 and contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.

ARTICLE XXXII - ENTIRE AGREEMENT CLAUSE

This AGREEMENT supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the VILLAGE and the UNION and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXXIII - SEVERABILITY AND SAVING CLAUSE

If any Article or Section of this AGREEMENT, or any appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this AGREEMENT, and any appendix thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

IN WITNESS WHEREOF, the parties have hereunto to set their hands and seals on this ____ day of _____ 1991.

VILLAGE OF BEVERLY HILLS

LABOR COUNCIL MICHIGAN
FRATERNAL ORDER OF POLICE

By: _____
John G. Mooney
Village President

By: _____
Jerry Burden
President

By: _____
George L. Majoros
Village Manager

By: _____
Nancy Sly
Vice-President

By: _____
Patrick Sullivan
Village Clerk

By: _____
Pete Dungen
Secretary