

12/31/96

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VILLAGE OF BEVERLY HILLS

AND

THE BEVERLY HILLS MUNICIPAL
EMPLOYEES ASSOCIATION

AFFILIATED WITH MICHIGAN AFSCME COUNCIL 25

Effective January 1, 1994 to December 31, 1996

Beverly Hills, Village of

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AGREEMENT

This contract is entered into this ____ day of _____, 1995 by and between the Village of Beverly Hills, Oakland County, Michigan (hereinafter called the Village) and the Beverly Hills Municipal Employees affiliated with Michigan AFSCME Council 25 (hereinafter called the Union.)

WHEREAS, the Union was certified on December 5, 1980, by the Michigan Employment Relations Commission as the representative for the purpose of collective bargaining for certain employees of the Village (hereinafter called the bargaining Unit,) and

WHEREAS, the Association affiliated with Michigan AFSCME Council 25 to represent the employees in October 1984, and

WHEREAS, the Village and the Union have bargained collectively and have reached certain agreements with respect to wages, hours and other terms and conditions of employment with respect to the Bargaining Unit, and

WHEREAS, the Village and the Union now desire to execute a written contract, incorporating these agreements.

NOW THEREFORE, the parties agree that the following Collective Bargaining Contract shall become effective for the period of three years beginning January 1, 1994, and ending December 31, 1996.

"This Agreement shall be retroactive to January 1, 1994".

ARTICLE I - PURPOSE AND INTENT

The general purpose of this **AGREEMENT** is to set forth terms and conditions of employment covered by this **AGREEMENT** and to promote orderly and peaceful labor relations for the mutual interest of the **VILLAGE**, the **UNION** and the employees of the community.

The parties recognize that the interest of the community and the job security of the employees depend upon the **VILLAGE** establishing and maintaining proper service.

To these ends, the **VILLAGE** and the **UNION** encourage, to the fullest degree, friendly and cooperative relations between the representatives of the **VILLAGE**, the **UNION** and the employees.

Whenever the word "**AGREEMENT**" is used in this document, it shall be synonymous with the word "**CONTRACT**".

If, during the life of this **AGREEMENT** any of the provision 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 of either party hereto, the **VILLAGE** and the **UNION** shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Reference to the female gender shall include the male gender.

ARTICLE II - RECOGNITION

SECTION 1. The **VILLAGE** recognizes the **UNION** as the exclusive bargaining agent for Full-time Permanent Office Clerical employees in the following classification: Clerk; excluding Village Manager, Director of Public Safety, Assistant to the Manager, Secretary to the Village Manager, Village Clerk, Controller, Treasurer, Building Official, Village Engineer, Operation Analyst, non-civilian Public Safety Employees, Supervisors, and all other employees. Reference to the female gender shall include the male gender.

SECTION 2. The establishment of the foregoing classifications shall not prevent the **VILLAGE** from assigning to any employee in the bargaining unit work which she is qualified to do on a temporary or relief basis, which work would normally be done

by an employee in another classification, when, in the discretion of the **VILLAGE**, such assignment is necessary.

SECTION 3. All employees in the bargaining unit as described in Section 1 above shall be free to join or refrain from joining the **UNION**. Employees have the right to join or refrain from joining the **UNION**. Employees have the right to join, not join, maintain, or drop their membership in the **UNION** as they see fit. Neither party shall exert any pressure on, or discriminate against, any employee as regards such matters.

ARTICLE III MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1. 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 which are reasonable and not inconsistent with the terms and provisions of this **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 2. It is further recognized that the responsibility of the Management of the **VILLAGE** for the selection and direction of the working force, 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 for just cause or for other legitimate reasons is vested exclusively in the **VILLAGE** subject only to the express provisions of this **AGREEMENT** as herein set forth.

SECTION 3. 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 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 her prior position when such position is next filled.

SECTION 4. 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 this **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 - AID TO OTHER UNIONS

During the term of this **AGREEMENT**, the **VILLAGE** agrees that it will not enter into negotiations with any organization other than the **UNION** concerning rates of pay, wages, hours of employment and other conditions of employment for employees covered by this **AGREEMENT**.

ARTICLE V - AGENCY SHOP AND CHECK-OFF

SECTION 1. 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 2. The **VILLAGE** shall have no responsibility for the collection of initiation fees, special assessments or any other deduction not specified above.

SECTION 3. The **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 1 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 4. 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 VI - REPRESENTATION

SECTION 1. 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 2. 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 Manager. The employee steward shall enter and remain on the premises only during his regular working hours unless otherwise agreed to by the Village Manager. 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 VII - GRIEVANCE PROCEDURES

SECTION 1. A grievance is defined as an alleged violation of a specific article and section of this **AGREEMENT**. If any such grievance arises, there shall be no stoppage or suspension of work on account of such difference, but the grievance shall be submitted to the following grievance procedure: An individual employee shall have the right at any time to present her own grievance to the **VILLAGE** and to have the grievance fully adjusted without the intervention of the **UNION** or its steward, as long as the adjustment is not inconsistent with the terms of this **AGREEMENT**. The **VILLAGE** shall give written notice to the **UNION** of any such individual grievance settlement.

SECTION 2. Step One. Within two (2) working days of the time a grievance arises, an employee will present the grievance to her supervisor. If the matter is not satisfactorily resolved within two (2) working days after presentation of the grievance, the employee may request her supervisor to call the steward to discuss the grievance with her and her supervisor.

SECTION 3. Step Two. If the grievance is not resolved in Step One, the employee may reduce her grievance to writing and present the grievance to the supervisor for his written answer. The written grievance shall be filed within five (5) working days of the alleged violation. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall state the date on which the alleged grievance arose, shall identify all the provisions of this **AGREEMENT** alleged to be violated by appropriate reference, shall state the contention of the employee and of the **UNION** with respect to these provisions, shall indicate the relief requested, and shall be signed and dated by the employee. The supervisor shall give the employee an answer in writing no later than five (5) working days after receipt of the written grievance with a copy to the steward.

SECTION 4. Step Three. If the grievance is not resolved in Step Two, the steward may, within five (5) working days after the answer in Step Two, submit a written request to the Village Manager for a meeting between the steward, the employee upon request, and the Village Manager in an attempt to resolve the grievance. The meeting shall take place within ten (10) working days from the date of receipt of request from the steward.

Additional time may be allowed by mutual written agreement of the **VILLAGE** and the **UNION**.

SECTION 5. 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 6. Step Five. If a satisfactory agreement is not reached in the meeting with the mediator, 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 meeting or a special meeting called for that purpose. The grievance shall be settled by a majority vote of the Village Council.

SECTION 7. 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 8. 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 9. 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 10. Any grievance settlement reached between **VILLAGE** and the **UNION** is binding on all employees affected and cannot be changed by any individual.

ARTICLE VIII - SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local Union President and the **VILLAGE** or its designated representative upon the request of either party. Such meetings shall be between two (2) representatives of the **VILLAGE** and two (2) representatives of the **UNION**. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda. The members of the **UNION** shall not lose time or pay for time spent in such special conferences. This meeting may also be attended by a representative of the Council and/or a representative of the International Union, in such a case an added member of management may attend the conference. Matters subject to the grievance procedure as set forth in this contract shall not be a subject for a special conference.

ARTICLE IX - SENIORITY

SECTION 1. 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 2. Employees shall be subject to a probationary period of six 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 3. 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 purposes of this **AGREEMENT** as new employees.

SECTION 4. 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 5. 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 6. 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 **UNION**, 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.

ARTICLE X - 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 XI - HOURS OF WORK, WAGES AND OVERTIME

SECTION 1. The normal work period consists of eighty-five (85) hours in a two (2) week pay period. The normal work day consists of seven and one-half (7-1/2) hours, exclusive of lunch period. Employees shall be entitled to a sixty (60) minute lunch period (30 minutes of which are unpaid) during the workday. Employees shall not be entitled to coffee breaks but may have coffee provided same is taken at employee's desks or work sites. This section shall in no way be construed as a guarantee by the **VILLAGE** of any amount of work in any period or as a limitation on the **VILLAGE'S** right to schedule work in excess of the normal workday or the normal work week.

SECTION 2. Wage rates are as follows:

		<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

SECTION 3. All employees shall be paid time and one-half (1-1/2) their regular straight time rate for all approved time worked in excess of eighty (80) hours in any two week pay period. If an employee works hours beyond her normal shift and desires to take time off in lieu of pay for the extra hours worked, she may do so with the consent of the **VILLAGE**. Compensatory time off shall be calculated on straight time hours, not premium pay hours and shall be taken in the two (2) week work period in which it was earned.

SECTION 4. There shall be no duplication of overtime pay for the same hours worked.

SECTION 5. An employee who works a paid holiday shall be paid the normal rate for the particular day in addition to his holiday pay providing he meets the requirement of Article XIII Section 1.

SECTION 6. The **VILLAGE** reserves the right to require employees to work overtime.

SECTION 7. 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 lunch period and shall remain at her designated work place until the scheduled quitting time.

SECTION 8. In the event an employee of the **UNION** in any Department is called back from home or any other location designated by the employee where he can be reached by telephone, for work deemed necessary by the **VILLAGE**, after his regular work shift in a day he shall receive not less than three (3) hours pay at time and one-half his regular

hourly rate. The **VILLAGE** reserves the right to assign an employee who is called back to any duties during the call back period.

ARTICLE XII - LEAVES OF ABSENCE

SECTION 1. 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 2. 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 3. 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 4. 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 XIII - PAID HOLIDAYS

SECTION 1. The following days:

New Years Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Columbus Day	New Year's Eve
	Employee's Birthday

shall be declared holidays by the **VILLAGE**, where the employees are not present, with all full-time, seniority employees receiving eight (8) hours regular pay for each day, provided the employee works all scheduled hours on the work day before the Holiday and all scheduled hours on the work day after the Holiday, or is on approved vacation.

SECTION 2. When any of the above named Holidays falls on Saturday or Sunday, and is observed on the following Monday by the state or federal government, the Holiday shall also be observed on said Monday by the **VILLAGE**.

SECTION 3. When any of the above named Holidays falls on Saturday, and is not observed on the following Monday by the state or federal government, the Holiday shall be observed by the **VILLAGE** on the Friday preceding the Holiday.

SECTION 4. When any of the above named Holidays falls on a Sunday, and is not observed on the following Monday by the state or federal government, the Holiday shall be observed by the **VILLAGE** on the Monday following the Holiday.

SECTION 5. Probationary employees are entitled to paid holidays.

ARTICLE XIV - LIFE INSURANCE

SECTION 1. - 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. The **VILLAGE** reserves the right to change the policy carrier as long as any proposed change is reviewed by the **UNION** and the **VILLAGE** before any change is affected.

ARTICLE XV - HOSPITALIZATION AND DENTAL INSURANCE

SECTION 1. 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 (5) dollar BC/BS Preferred RX prescription co-pay for the employee, the employee's spouse and the employee's dependent children to age nineteen (19). The Village, at its option, may in lieu of such drug prescription program, purchase five (5) dollar prescription co-pay card for the employee(s) from a carrier selected by the Village (equivalent drugs and three (3) mile access standard).
- B. Blue Care Network for the employee, the employee's spouse and the employee's dependent children to age nineteen (19) - High Option HMO, three (3) dollar 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 (3) dollar co-pay prescription for the employee, the employee's spouse and the employee's dependent children to age nineteen (19). 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 2. 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 3. During the term of this **AGREEMENT**, and subject to the provisions set forth below, 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.

However:

- (a) The retiree, his/her spouse, and the retiree's dependent children, must apply for Medicare (or any other government sponsored program) when eligible. There shall be a coordination of benefits with Medicare (or any other government sponsored program). Eligibility, coverage, and benefits under the above insurance plan are subject to the terms and conditions, including any waiting period or other time limits, contained in the contracts between the **VILLAGE** and the carrier.
- (b) The **VILLAGE** is not responsible for the retiree hospitalization insurance coverage, if:
 - (i) The person is covered by hospitalization insurance from some source other than Medicare (or some other government sponsored program), or
 - (ii) The retiree dies.
- (c) The **VILLAGE** may require submission of information it deems appropriate to determine employment or marital status. Falsification of information shall result in termination of benefits.
- (d) "Spouse" for purposes of this Article is defined as the employee's lawful husband or wife at date of retirement.

- (e) "Dependent children" for purposes of this Article is defined as the employee's dependent children at date of retirement.

SECTION 4. Employees who voluntarily opt out of the Village's hospitalization insurance coverage set forth in Section 1, above, will be eligible for an annual stipend payment in the last pay period of June each year. The stipend shall be computed on the basis of \$50 per month (single); \$75.00 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 the insurance carrier.

ARTICLE XVI - SICK LEAVE

SECTION 1. Sick leave shall not be considered a privilege which an employee may use at her discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee.

SECTION 2. - EARNING OF SICK LEAVE

- (a) Sick leave shall be earned at the rate of one (1) day per calendar month with the right to accumulate them until a maximum of one hundred (100) days is reached.
- (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 3. - 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 XVII - VACATION

SECTION 1. Vacation leave shall be available to an employee after she has completed the following years of service:

- 10 days after (1) complete year of service
- 20 days after (5) complete years of service

SECTION 2. - PERIOD FOR TAKING VACATIONS Except as provided below vacations must be taken during the twelve (12) month 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 Village Manager 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 Village Manager may grant the accumulation of up to five (5) vacation days upon written request of the employee.

SECTION 3. - HOLIDAY VACATION If a Holiday is observed by the **VILLAGE** on a day other than Saturday or Sunday during a scheduled vacation, the employee shall be entitled to an additional day of vacation.

SECTION 4. - 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 5. - 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 XVIII - RETIREMENT

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

ARTICLE XIX - DISABILITY PROGRAM

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 as long as any proposed change is reviewed by the **UNION** and the **VILLAGE** before any change is affected.

ARTICLE XX - FUNERAL LEAVE AND EMERGENCY LEAVE

SECTION 1. Upon the death of a member of a seniority employee's immediate family (defined as current spouse, children, parents, brothers, sisters, sisters or brothers-in-law, grandparents, grandchildren, and other close relations as agreed upon by the parties) employee shall notify Village Manager of the necessity of funeral leave immediately upon discovery that such leave is required and shall be granted up to three (3) working days for such leave, one of which must be to attend the funeral. The employee must attend the funeral. The employee must attend the funeral, and if requested, present proof of death, to be eligible for pay of lost work time.

An employee excused from work under this Section shall receive the amount of wages she would have earned by working straight time hours on such scheduled days of work (up to eight (8) hours) per working day for which she is excused for any of the above days which fall on a regular working day, Monday through Friday, inclusive. Payment shall be made at the employee's base rate of pay, not including overtime or any premiums, as of her last day worked.

SECTION 2. The Village Manager may authorize up to one (1) working day emergency leave in the event that a permanent or probationary employee's spouse or relative living in the employee's household or one or more children becomes ill or incurs and injury of an emergency nature which would compel the employee to leave her employment in order to attend to the ill or injured person. The employee shall be paid her regular wage for her time away from work. Such use of emergency leave must be for unusual circumstances only and be duly authorized by the Village Manager.

ARTICLE XXI - PERSONAL BUSINESS DAYS

Each seniority 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 Village Manager and shall be granted or denied at the sole discretion of the Village Manager. A personal business day will not be approved if such would create 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 XXII - MEDICAL REPORTS

SECTION 1. 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 2. The VILLAGE may, at its discretion, require that employee provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time.

ARTICLE XXIII - 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
- 8% after 20 complete years of service

ARTICLE XXIV - COST OF LIVING ALLOWANCE

Employees' covered by this AGREEMENT shall receive a cost of living allowance for 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 2. The cost-of-living allowance for the first four quarters and, again for the second 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 exceed \$.09 cents per hour for any one quarter (i.e., 1st quarter, \$.09; 2nd quarter, \$.18; 3rd quarter, \$.27; and 4th quarter, \$.36).

The cost-of-living allowance paid during the life of the Agreement shall not be folded into the base salary. Cost-of-living allowance will start at \$.00 on January 1, 1994 and will expire on December 31, 1994, and will start again at \$.00 on January 1, 1995 and will expire on December 31, 1995 and will start again at \$.00 on January 1, 1996 and will expire on December 31, 1996.

Section 3. 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 4. For the purpose of definition, "time worked" shall include vacation time, sick time, duty disability leave, holiday time and personal leave time.

ARTICLE XXV - 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 XXVI - SEPARABILITY 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.

ARTICLE XXVII - NO-STRIKE CLAUSE

SECTION 1. 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 2. In the event of such prohibited conduct mentioned in Section 1 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 3. 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 4. The **VILLAGE** agrees that in consideration of the foregoing, during the life of this **AGREEMENT** the **VILLAGE** will not lockout employees.

ARTICLE XXVIII - 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.

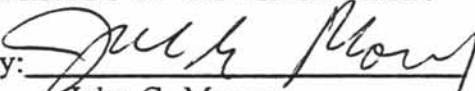
ARTICLE XXIX - TERMINATION

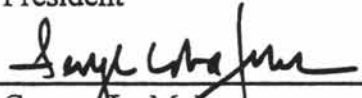
SECTION 1. Expiration Date. This **AGREEMENT** shall become effective January 1, 1994, and shall continue in full force and effect up to and including December 31, 1996.


SECTION 2. Notice to Modify, Amend, or Terminate; 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.

IN WITNESS WHEREOF, the parties have hereunto to set their hands and seals on this 6th day of March 1995.

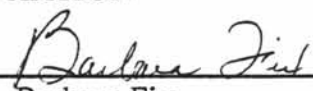
VILLAGE OF BEVERLY HILLS

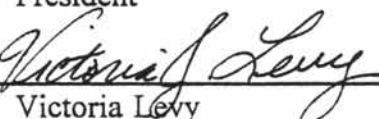
By: 
John G. Mooney
President

By: 
George L. Majors
Village Manager

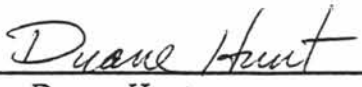
By: 
Patrick Sullivan
Village Clerk

MUNICIPAL EMPLOYEES ASSOCIATION

By: 
Barbara Fix
President

By: 
Victoria Levy
Vice President

By: _____

By: 
Duane Hunt
Staff Representative
AFSCME Council 25