

12/31/96

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VILLAGE OF BEVERLY HILLS

AND

THE BEVERLY HILLS PUBLIC SAFETY OFFICERS ASSOCIATION

AN AFFILIATE OF

THE POLICE OFFICER'S LABOR COUNCIL

Beverly Hills, Village of

January 1, 1994

to

December 31, 1996

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THIS AGREEMENT made by and between the VILLAGE OF BEVERLY HILLS, and the BEVERLY HILLS PUBLIC SAFETY OFFICERS ASSOCIATION, 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 ASSOCIATION. 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 ASSOCIATION.

ARTICLE II - RECOGNITION AND DEFINITIONS

Section I. The VILLAGE recognizes the ASSOCIATION as sole and exclusive bargaining agent to the extent permitted and required by Public Act 379 of 1965. The ASSOCIATION represents all non-supervisory public safety officers.

Section II. DEFINITIONS

Association/Union -- Shall mean the Beverly Hills Public Safety Officer's Association.

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 non-supervisory Public Safety Officers.

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 has joined or is represented by the Association as defined above.

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

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

Superior Officer -- For the purpose of the Grievance Procedure, Superior Officer shall be defined as the employee's immediate supervisor holding the rank of Sergeant or above.

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

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 provided the contract services shall not be for police and fire services for which regular Public Safety Officers are available.

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 according to guidelines which will be established during the term of the **AGREEMENT**; 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 within the department, 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 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 - ASSOCIATION ACTIVITIES

Section I. Any employee who chooses not to become a member of the **ASSOCIATION**, which election is made by not making application for membership in the **ASSOCIATION** shall, as a condition of employment, pay to the **ASSOCIATION** an amount equal to the **ASSOCIATION'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**.

Section II. The **VILLAGE** hereby agrees to deduct from the pay of each employee an amount equivalent to the dues of the **ASSOCIATION**.

Section III. All such payments shall be made as dues deductions as set forth in this Article and shall be paid to the **ASSOCIATION** in accordance with the Constitution and By-Laws of the **ASSOCIATION**. All sums deducted shall be remitted to the Treasurer of the **ASSOCIATION**, not later than the first day of the calendar month following the month in which the deductions are made. The dues or remittances to the **ASSOCIATION** shall be allotted and distributed in accordance with the Constitution and By-Laws and Regulations of the **ASSOCIATION**.

On request of the **VILLAGE**, the Treasurer of this **ASSOCIATION** shall furnish the **VILLAGE** a receipt for all dues received.

ARTICLE V - NO STRIKE/NO LOCKOUT

Section I. The **ASSOCIATION** agrees that it shall not cause, sanction or condone, nor shall any member of the **ASSOCIATION** take part in any strike.

Section II. The **VILLAGE** agrees that it will not engage in any lockout of the bargaining unit employees and will not interfere with, discourage, restrain or coerce employees because of their membership in the **ASSOCIATION**.

ARTICLE VI - 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 his employment:

	<u>01/01/94</u>	<u>01/01/95</u>	<u>01/01/96</u>
Start	\$31,868	32,983	34,220
12 Months	35,408	36,647	38,021
24 Months	38,950	40,313	41,825
36 Months	42,490	43,978	45,627

ARTICLE VII - 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	Officer's Birthday
Independence Day	

ARTICLE VIII - LIFE INSURANCE

Life insurance coverage shall be provided by the VILLAGE in the amount of \$50,000.00 for each officer. This policy shall further provide for Accidental Death and Dismemberment (AD&D).

ARTICLE IX - HOSPITALIZATION AND DENTAL INSURANCE

Section I. (A) Eligible employees may choose annually one of the following health insurance packages:

1. Blue Cross/Blue Shield PPO (Plan S), 100/200, 80/20, five (5) dollar preferred RX prescription co-pay. The Village, at its option, may in lieu of such drug prescription program, purchase five (5) dollar prescription co-pay card for employee(s) from carrier selected by the Village (Equivalent drugs and three (3) mile access standard).

2. Blue Care Network - Plan "G" HMO, three (3) dollar co-pay prescription. The Village reserves the right to add additional insurance/riders to the HMO coverage.

3. 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.

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4. An employee who elects option "3" shall pay fifty (50%) percent of the difference between the premium rate of option "1" and option "3". 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 and to become self-insured provided there is no reduction in the benefits currently provided and any change is negotiated with the ASSOCIATION.

Section I. (B) Hospitalization insurance coverage shall continue upon the Officer's retirement with the Village paying the premiums for the retired employee, the employee's spouse and the employee's dependent children to age 19, during such times as the retiree is not otherwise covered by health insurance (equal to or better than the Village provided coverage) through employment of the retiree and/or spouse. The hospitalization coverage shall be Blue Cross-Blue Shield MVF-1, Master Medical Option 4 and three (\$3.00) dollar co-pay prescription. The term "spouse" refers to the employee's lawful husband/wife on the date active employment terminates. The retiree and/or spouse must apply for and receive Medicare/Medicaid when eligible. The same coverage shall continue for a surviving spouse and dependent children of a retiree after the retired employee has died. Such coverage shall cease if the surviving spouse remarries or gains employment that provides medical coverage. The VILLAGE is not obligated to reinstate coverage if surviving spouse's employment terminates. 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. An employee who elects a deferred retirement shall not be eligible for retiree health insurance.

Section I. (C) 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 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 II. The employer will provide dental insurance coverage equivalent to the policy in effect on June 30, 1977, except that there will be no exclusion for repairs or additions to existing dentures.

Section III. 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 (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 X - 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 Officer's own 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 XI - OVERTIME

Section I. - REGULAR

The VILLAGE shall pay an Officer 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 - officer motivated;
- (B) Assignment of personnel with flexible schedules;
- (C) School Assignments: on a voluntary basis;

If no officers volunteer for overtime work, the VILLAGE reserves the right to assign officers, by inverse seniority of the officers on-duty and/or of those officers on an on coming shift, to overtime when necessary. In the event overtime is required on two successive work days, the Village will follow the foregoing procedure but, if necessary, require the next least senior employee to work the overtime. Probation employees are eligible for overtime upon completion of twelve (12) months of service; however, the VILLAGE reserves the right to assign overtime to probation employees during an emergency.

Section II. - COURT TIME

The VILLAGE shall pay an officer a minimum of two and one-half (2-1/2) hours at time and one-half for time spent if Court appearances are required on the Officer's off or leave day.

If an officer is on duty and is required to make a duty related court appearance, and as a result, the officer's duty time for the work day exceeds eight (8) hours, the officer shall be paid a minimum of an additional two and one-half (2-1/2) hours time and one-half.

Section III. - CALL BACK

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

The VILLAGE reserves the right to assign an officer who is called back to any duties normally performed by a public safety officer, for the call back period.

Section IV. - STAND-BY

Stand-by time shall be compensated at the rate of twenty-five (25%) of regular straight time pay. Such time shall not be used to calculate overtime for any purpose, day or week. The officer must be available by telephone and must respond promptly.

ARTICLE XII - PROBATIONARY PERIOD

All officers hired after July 1, 1980 shall be on probation without seniority until they have been employed and actively at work for twelve (12) months, exclusive of time spent at the academy; at the end of which twelve (12) month period they shall be entered on the department seniority list as of the date of hire as Public Safety Officers. A probationary employee may be laid off or terminated at the discretion of the VILLAGE without recourse to the grievance procedure during the probationary period.

ARTICLE XIII - CLOTHING AND CLEANING ALLOWANCE

Section I. - CLOTHING ALLOWANCE

The VILLAGE shall provide the following clothing allowance:

- (A) Uniform Officer - shall receive the uniform and equipment and replacement of same as needed;
- (B) The VILLAGE shall reimburse non-uniformed Officer for clothing purchases not to exceed \$400.00 any one year. If an employee is changed to non-uniform status during a calendar quarter, the clothing reimbursement allowance shall be prorated based on the number of full months remaining in the assignment within the calendar quarter. Thereafter, clothing allowance shall be paid on a quarterly basis. Employees shall not be required to pay back clothing allowance once it is paid.

Section II. - CLEANING

The VILLAGE shall pay an Officer, including non-uniformed Officers, a yearly allowance of \$350.00 paid in semi-annual installments on July 1 and January 1, or the first pay period following each of these dates.

ARTICLE XIV - SICK LEAVE

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

- (A) 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.
- (B) At retirement or death, whichever occurs sooner, the VILLAGE shall offer to buy back any unused sick leave days up to this maximum at the rate of fifty percent. An employee shall receive no benefit for accumulated sick leave upon any other form of termination of employment.
- (C) The VILLAGE further agrees to maintain the pre-existing policy of sick leave time for all Officers hired prior to July 1, 1969, providing that an Officer would first draw upon his sick leave time under (A) above and after that sick time has been exhausted, the pre-existing policy of sick time will take effect.
- (D) 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 one hundred (100) days is reached and may be kept to his credit for future sick leave with pay. When an employee has accumulated one hundred (100) days of sick leave, all earned but not used leave thereafter accruing shall be paid for as of December 1st of each year at one-half the employees regular pay. Any sick leave for which compensation is received shall not accrue to the employees sick leave. For purposes of this article the maximum one hundred (100) day sick leave accumulation may begin being accumulated no earlier than July 1, 1969.

Section II. - 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 XV - VACATION LEAVE

Section I. - VACATION SCHEDULE

Vacation leave shall be available to a Public Safety Officer after he/she has completed the following years of service;

- 12 days after one (1) complete year of service
- 17 days after three (3) complete years of service
- 22 days after five (5) complete years of service
- 23 days after ten (10) complete years of service
- 24 days after fifteen (15) complete years of service
- 25 days after twenty (20) complete years of service

Section II. It is specifically agreed and understood that these vacation days shall exclude customary non-working days such as those two days of a seven-day week that the Officer would normally be off duty.

ARTICLE XVI - RETIREMENT

Section I. All matters pertaining to retirement shall be as provided in the **VILLAGE** of Beverly Hills Ordinance Number 49, dated September 18, 1961, as amended, including the Arbitration Award Contract, Article Number 18, dated January 28, 1971, and Contract Agreement dated November 30, 1972, Article Number 3, and the amendment dated January 3, 1973, Ordinance number 140 and 154 which are incorporated herein and are made in part thereof.

Section II. Effective December 31, 1987 the **VILLAGE** shall also provide regular retirement eligibility at age fifty (50) with twenty-five (25) years of service and with no employee contribution.

Section III. Effective March 1, 1991, the retirement benefit shall be revised to provide a multiplier of two and one-quarter (2.25%) percent until the retiree reaches ages sixty-two (62) or the retiree's adjusted earliest date of eligibility for Social Security payments, whichever is earlier. At age sixty-two (62) or the retiree's adjusted earliest date of eligibility for Social Security payments, whichever is earlier, the multiplier shall be two (2.0%) percent.

Section IV. Effective January 1, 1994, the retirement benefit for member below the rank of sergeant shall be revised to provide a multiplier of two and one-quarter percent (2.25%) until the retiree reaches age sixty-two (62) or the retiree's adjusted earliest date of eligibility for Social Security payments, whichever is later. At age sixty-two (62) or the retiree's adjusted earliest date of eligibility for Social Security payments, whichever is later, the multiplier shall be two percent (2.0%).

Section V. Effective January 1, 1994, Section 3.08 of the Village Retirement Plan, Subsection R, Options A and B shall be revised to provide that in the event the retiree, below the

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rank of sergeant, elects a survivorship option, and his/her spouse predeceases the retirant, the retirants benefit shall revert to the amount of a normal straight life pension.

ARTICLE XVII - DISABILITY PROGRAM

The VILLAGE shall provide a Long Term Disability Program, it shall be equivalent to the policy in effect on June 30, 1977.

ARTICLE XVIII - GRIEVANCE PROCEDURE

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 this AGREEMENT, and about alleged violations of this AGREEMENT.

Step 1 Any employee having an alleged grievance may first take up the matter with either his shift commander or superior officer. 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.

Step 2 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.

Step 3 In the event the grievance is not settled in Step 2, a meeting shall be held between the grievant and/or his 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 purposes of counting for said week).

Step 4 In the event the grievance is not settled in the Step 3 above, either the VILLAGE or the grievant and/or his representative, shall have the right to file for arbitration. Said right shall continue for a period of Fifteen (15) days from the date a written reply is actually received from the VILLAGE. The parties, by separate letter, have agreed to a list of acceptable arbitrators. The arbitrators shall be selected in rotation. The function of the arbitrator shall be to make a decision within the confines of the AGREEMENT between the VILLAGE and the ASSOCIATION. So long as the arbitrator acts within the jurisdiction under the terms and provisions of the AGREEMENT between the parties, there shall be no appeals from this decision; it shall be final and binding on the Village and the grievant under these circumstances. In the event the jurisdiction of the arbitrator is questioned, an appeal, if one is to be taken, shall be taken by either side within twenty (20) days from the receipt of said arbitrator's written decision. Any fees or expenses properly charged by the arbitrator shall be shared equally between the VILLAGE and the ASSOCIATION.

Any fees or expenses properly charged by the arbitrator shall be shared equally between the VILLAGE and the PUBLIC SAFETY OFFICERS ASSOCIATION.

UNUSUAL CIRCUMSTANCES

In an effort to bridge the time gap between the occurrence of an event which gives rise to a grievance, this provision may be invoked by mutual written consent of the parties in the following fashion:

Written notification shall be given either the grievant or the VILLAGE at any stage of the proceedings in the following form:

I (We) feel that unusual circumstances are involved concerning the grievance of _____ (Name of officer) and that immediate resolution of this grievance is necessary for the maintenance of good morale within both the ranks of the Department and/or the VILLAGE. I

(We) therefore request the concurrence of the other party in this matter to invoke Step 3, and request an immediate meeting not to exceed forty-eight (48) hours from receipt of this notice.

Signed by Association Representative: _____

Signed by Village Manager: _____

The above format shall be used for converting any state of the proceedings to an immediate meeting with the grievant and/or his representative and the Director and/or Village Manager. Thereafter, the procedure outlined in Step 4 shall be the next step.

ARTICLE XIX - 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 he 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 three (3) days of emergency leave, at straight time pay, for a serious illness or injury in the Officer's immediate family. Such use of emergency leave must be for unusual circumstances only.

ARTICLE XX - PERSONAL BUSINESS DAYS

Each non-probationary employee on the payroll as of July 1st 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 request 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 June 30th annually.

ARTICLE XXI - EDUCATIONAL BENEFITS

The VILLAGE shall reimburse non-probationary employees for tuition costs upon proof of such costs and successful completion of law enforcement related college courses with a passing grade of C or better. The Director of Public Safety's prior approval and decision as to relatedness shall be required. An Officer must apply for available Federal or State funding when such availability is made known to the Officer by the VILLAGE. The VILLAGE will not pay for educational benefits for which the Officer is receiving any other reimbursement.

ARTICLE XXII - MISCELLANEOUS CONDITIONS OF EMPLOYMENT

- (A) The VILLAGE agrees to provide and maintain shotguns and screens in all patrol vehicles;
- (B) The VILLAGE agrees to equip and maintain all patrol cars with four doors and air condition;
- (C) The VILLAGE agrees to provide 9mm semi-automatic pistols for all Officers.
- (D) The VILLAGE shall replace or repair items lost or damaged in the line of duty where Officer negligence was not present.
- (E) 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. This 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.

- (F) Disability Leaves

- I. Purpose

To establish a policy for disability leaves of absence.

II. 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.

III. 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.

IV. 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 undergo an examination by a physician, psychologist or other health care practitioner selected by the Village regarding the employee's ability to return to work.

- (G) 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 - COST OF LIVING ALLOWANCE

Section I. Employees covered by this AGREEMENT shall receive a cost of living allowance effective on and after January 1, 1985, subject to the terms, definitions and limitations 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:

COLA PAID FOR EACH

Month/Date	0.4 index point increase in the BLS Index over that for:	for straight time hours worked during
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
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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 XXIV - MAINTENANCE OF CONDITIONS

The condition of this AGREEMENT shall be in effect January 1, 1994 until December 31, 1996.

This AGREEMENT shall be retroactive to January 1, 1994.

ARTICLE XXV - SEVERABILITY

In the event it is determined that any provision in this AGREEMENT is invalid and unenforceable, the balance of this AGREEMENT shall remain in full force and effect.

ARTICLE XXVI - RESIDENCY

Effective January 1, 1985 all employees hired on or after this date shall be required to reside and to continue to reside within a twenty (20) mile radius of the Public Safety building. New hires shall have up to one year after appointment to meet this residency requirement.

All employees hired before January 1, 1985 shall not be subject to the provision of this Article. Also, all employees hired before January 1, 1985, should they change their place of

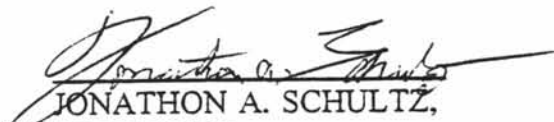
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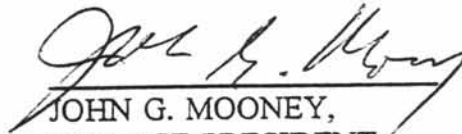
residence, shall not be subject to the provision of this Article.

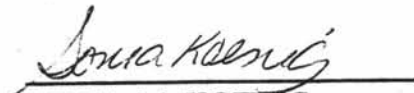
IN WITNESS WHEREOF the parties hereto have, by their duly authorized representatives, signed and sealed this AGREEMENT on this day of _____, 1994.

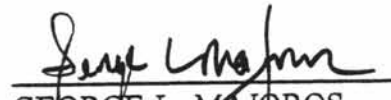
BEVERLY HILLS
PUBLIC SAFETY
OFFICERS ASSOCIATION

VILLAGE OF BEVERLY HILLS


JONATHON A. SCHULTZ,
PRESIDENT


JOHN G. MOONEY,
VILLAGE PRESIDENT


SONIA M. KOENIG
VICE PRESIDENT


GEORGE L. MAJOROS
VILLAGE MANAGER

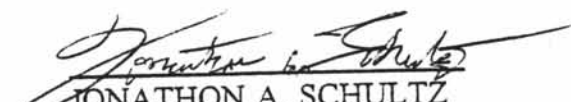

ERIC C. KOENIG
SECRETARY/TREASURER



PATRICK SULLIVAN
VILLAGE CLERK

LETTER OF UNDERSTANDING

It is understood and agreed upon between the parties that the hospitalization coverage set forth in the Agreement for active employees will be extended to the surviving spouse and dependent children of deceased bargaining unit member Darrel Steffes for the period of this AGREEMENT under the terms and conditions set forth in Article IX-Hospitalization and Dental Insurance, Section I(B).


**BEVERLY HILLS
PUBLIC SAFETY
OFFICERS ASSOCIATION**

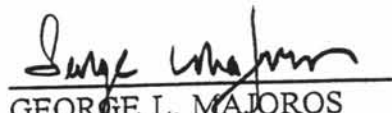

JONATHON A. SCHULTZ
PRESIDENT


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VICE PRESIDENT


ERIC C. KOENIG
SECRETARY/TREASURER

VILLAGE OF BEVERLY HILLS


JOHN G. MOONEY
VILLAGE PRESIDENT


GEORGE L. MAJOROS
VILLAGE MANAGER


PATRICK SULLIVAN
ASSISTANT VILLAGE MANAGER

ER
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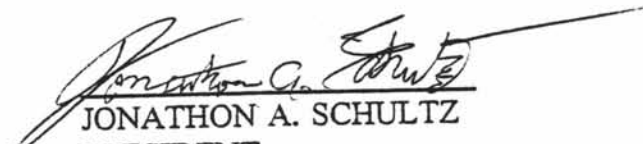
THE VILLAGE OF BEVERLY HILLS
AND
BEVERLY HILLS PUBLIC SAFETY OFFICERS ASSOCIATION
MEMORANDUM OF UNDERSTANDING

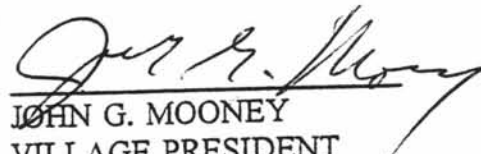
The parties to the collective bargaining agreement hereby further agree that for purposes of Article XVIII, Step 4, the following list of mutually acceptable arbitrators shall apply:

Richard Kanner
Keith Groty
Mario Chiesa
Dallas Jones

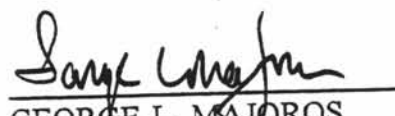
**PUBLIC SAFETY
OFFICERS ASSOCIATION**

VILLAGE OF BEVERLY HILLS


JONATHON A. SCHULTZ
PRESIDENT


JOHN G. MOONEY
VILLAGE PRESIDENT


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VICE PRESIDENT


GEORGE L. MAIROS
VILLAGE MANAGER


ERIC C. KOENIG
SECRETARY/TREASURER


PATRICK SULLIVAN
VILLAGE CLERK

FK
