

12/31/93

AGREEMENT

Between

THE VILLAGE OF BEVERLY HILLS

and

**THE BEVERLY HILLS PUBLIC SAFETY
LIEUTENANTS AND SERGEANTS**

Beverly Hills, Village of

January 1, 1991

to

December 31, 1993

**VILLAGE OF BEVERLY HILLS
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AGREEMENT

THIS AGREEMENT made by and between the **VILLAGE OF BEVERLY HILLS**, hereinafter referred to as the **VILLAGE**, and the **BEVERLY HILLS PUBLIC LIEUTENANTS AND SERGEANTS ASSOCIATION**, hereinafter referred to as the **ASSOCIATION**, and the parties agree as follows:

ARTICLE I DEFINITIONS

ASSOCIATION/UNION - Shall mean the Beverly Hills Public Safety Lieutenants and Sergeants 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.

MANAGER - Shall mean the Village Manager of Beverly Hills.

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

REPRESENTATIVE- Shall mean the employee chosen by the **ASSOCIATION** to represent the employees.

MEMBER - Shall mean an employee who has joined or is represented by the **ASSOCIATION** as defined above.

EMPLOYEES - Shall mean all Public Safety Lieutenants and Sergeants employed by the Village of Beverly Hills.

FISCAL YEAR - Shall mean the year commencing July 1 and ending June 30.

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

WORKING DAY - For purposes of the Article on Grievance Procedure, Working Day shall mean days normally worked by an employee, exclusive of Sundays, Saturdays, and Holidays.

ARTICLE II 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 III RECOGNITION

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 Lieutenants and Sergeants.

ARTICLE IV REPRESENTATION

Section 1. Three or less employees from the **ASSOCIATION** shall be allowed to serve on the bargaining team. If the bargaining team member is scheduled to work, he shall not lose pay for the time spent in the bargaining sessions. The president of the **ASSOCIATION** shall designate one employee to investigate and present grievances in accordance with the steps of the grievance procedure. If the grievance representative is scheduled to work, he shall not lose pay for reasonable time spent in the grievance procedure.

Section 2. An outside representative of the **ASSOCIATION** shall be permitted to visit the operation of the Employer at reasonable times and for reasonable duration for the purpose of conferring with the Employer or the employees. This person shall make his presence known to the Village Manager or Director of Public Safety upon arriving on the premises.

ARTICLE V UNION SECURITY

Section 1. Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the **ASSOCIATION** or activity required by this **AGREEMENT** nor will the Employer discourage membership in the **ASSOCIATION**.

Section 2. Employees shall have the right to join the **ASSOCIATION**. The **VILLAGE** will not interfere with, discourage, restrain, or coerce officers in the **ASSOCIATION** of engaging in any lawful activities therein.

Section 3. When ASSOCIATION officers are requested by the Director to meet with them concerning ASSOCIATION business, outside of duty hours, those ASSOCIATION officers shall be paid for the time involved at the time and one-half (1-1/2) rate.

ARTICLE VI MANAGEMENT RIGHTS

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 and reasonable prerogatives of the VILLAGE shall remain and be solely to the VILLAGE'S right and responsibility, except as limited by applicable law. Such rights and responsibilities belonging solely to the VILLAGE and hereby recognized, prominent among which but by 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 which is not inconsistent with this AGREEMENT, discharge or discipline for just cause, and to maintain fair and reasonable discipline and effectiveness of employees, to make fair and reasonable rules and regulations and orders which are not inconsistent with the terms and provisions of this AGREEMENT, the scheduling of work, methods of departmental operations, 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 contracted services shall not be for police and fire services normally performed by Public Safety Lieutenants and Sergeants.

Section 2. 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 written guidelines which are not inconsistent with the terms and provisions of this 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 3. It 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 another classification within the Department, 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 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 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 VII DUES

Section 1. The **VILLAGE** hereby agrees to deduct from the pay of each employee an amount equivalent to the dues of the **ASSOCIATION**.

Section 2. 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**.

Section 3. On request of the **VILLAGE**, the Treasurer of this **ASSOCIATION** shall furnish the **VILLAGE** a receipt for all dues received.

ARTICLE VIII AGENCY SHOP

Section 1. In as much as the **ASSOCIATION** states that the cost of negotiation, execution, administration, and enforcement of this **AGREEMENT** is fairly reflective as the employees' regular monthly membership dues that are paid by the members of the **ASSOCIATION**, therefore the parties adopt the philosophy of including the "Agency Shop" principle in this **AGREEMENT**.

Section 2. All employees, therefore, within the bargaining unit, shall sign a written authorization with the **VILLAGE** to have deducted from wages, and paid to the **ASSOCIATION** a sum equal to the monthly membership dues as shall from time to time be promulgated by the **ASSOCIATION** membership and published by the officers. Employees who fail to comply with this requirement within thirty (30) days from the first date of their employment as a Public Safety Lieutenant or Sergeant shall be discharged by the **VILLAGE**. The return of said deductions by the **VILLAGE** to the **ASSOCIATION** shall be reasonable and shall be made at a time agreeable to the parties hereto, which shall be reasonable with the operations of the payroll department and the office of the Treasurer.

Section 3. However, if at any time during the continuance of this agreement, the "Agency Shop" principle, as outlined above is declared illegal by any court of record in the State of Michigan, then and in that event, the **VILLAGE** may refuse to deduct such payroll deductions, unless any employee who wishes to continue on a voluntary basis may do so, and the **VILLAGE** shall process such voluntary contributions.

**ARTICLE IX
WAGES**

Section 1. The **VILLAGE** shall pay to the employee as defined in this **AGREEMENT**, the following rate of pay for that designated calendar year:

	1/1/91	1/1/92	1/1/93
Lieutenant	\$42,961	\$44,894	\$46,914
Sergeant	40,322	42,137	44,033

A. The wage increases reflect a differential of 14% above P.S.O. salaries for Lieutenants and 7% above P.S.O. salaries for Sergeants.

B. For purposes of wage and benefit comparisons, the rank of Lieutenant shall be equivalent to the rank of Sergeant and the rank of Sergeant shall be equivalent to the rank of Corporal. These comparisons shall be used in any presentation before mediators or Act 312 Arbitrators by both the Association and the **VILLAGE**.

**ARTICLE X
HOLIDAYS**

Payment for all holidays enumerated below shall be made annually in the first pay period in December in one lump sum for each fiscal year. Newly hired or promoted personnel shall be paid on the basis of date of hire or date of promotion and number of above holidays occurring after said date of hire or date of promotion. 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 XI
LIFE INSURANCE**

Life Insurance coverage shall be provided by the Employer in the amount of \$50,000 for each officer. This policy shall further provide for accidental death and dismemberment coverage.

**ARTICLE XII
HOSPITALIZATION**

Section 1. VILLAGE PAID. The VILLAGE shall provide to each employee hospitalization insurance Blue Cross-Blue Shield MVF-1, Master Medical Option 4 and three (\$3.00) dollar co-pay prescription for the employee, the employee's spouse and the employee's dependent children. 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 2. RETIREE BENEFITS. 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. 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. If the employee elects to take a deferred retirement, the coverage shall not commence until the employee begins receiving regular pension benefits.

Section 3. DEFINITION OF "DEPENDENT CHILDREN" - "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 or as a result of divorce or legal separation are not in the custody of the employee but as a result of court order the employee is required to provide hospitalization insurance for said children) 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:

- A. Is a full time student, and is;
- B. Unmarried, and is;
- C. Dependent on the employee for more than one-half (1/2) his or her support, and;

- D. Resides with the employee, or is in temporary residence at school.
- E. 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 the status of a dependent child.

Section 4. Employees who voluntarily opt out of the **VILLAGE'S** hospitalization insurance coverage set forth in Section 1 of this Article will be eligible for an annual stipend payable in the last pay period of June each year. This 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 XIII DENTAL

The Employer will provide dental insurance coverage equivalent to the policy in effect on June 30, 1977.

ARTICLE XIV LONGEVITY

Longevity payment shall be paid in accordance with the following schedule, payable in semi-annual installments in June and December. The percentage rates are based upon top pay of Employee's own Base Wage:

2% after 5 years
4% after 10 years
6% after 15 years
8% after 20 years

ARTICLE XV OVERTIME

Section 1. REGULAR. The employer shall pay Employees time and one-half (1-1/2) 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, to overtime when necessary.

Section 2. COURT TIME. The **VILLAGE** shall pay Employees a minimum of two and one-half (2-1/2) hours at time and one-half (1-1/2) for time spent if Court appearances are required on the Employees off or leave day.

Section 3. 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 (2) hours time at time and one-half (1-1/2).

Section 4. CALL-BACK. The **VILLAGE** shall pay Employee's four (4) hours minimum at one and one-half (1-1/2) times 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 an officer for the call back period.

Section 5. STAND-BY. Stand-by time shall be compensated at the rate of twenty five percent (25%) of regular straight time pay. Such time shall not be used to calculate overtime for any purposes, day or week. The officer must be available by telephone and must respond promptly.

ARTICLE XVI CLOTHING ALLOWANCE

The Employer shall provide the following clothing allowance:

- A. **UNIFORMED EMPLOYEE** - shall receive the uniform and equipment, including shoes and boots, and replacement of same as needed.
- B. The **VILLAGE** shall reimburse non-uniformed Employees for clothing purchases not to exceed four hundred dollars \$(400) for any one year. If an employee is changed to non-uniform status during a calendar quarter, the clothing reimbursement allowance shall be prorated on the number of full months remaining in the assignment within the calendar quarter. Thereafter, clothing allowance shall be paid on a quarterly basis. Employee shall not be required to pay back clothing allowance once it is paid.

ARTICLE XVII CLEANING ALLOWANCE

The Village shall pay Employees including non-uniformed officers, a yearly allowance of three hundred dollars (\$300) 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**

Section 1. 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.

Section 2. EARNING OF 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 3. DEATH OR RETIREE BENEFITS. At death or retirement whichever occurs sooner, the VILLAGE shall offer to buy back any unused sick leave days up to the following:

50% - Upon death or Retirement, whichever occurs sooner.

Section 4. 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 (1/2) the employee's regular pay. Any sick leave for which compensation is received shall not accrue to the employee's 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.

**ARTICLE XIX
VACATION LEAVE**

Section 1. Vacation leave shall be available to Employees after completing the following years of service;

10 days after one (1) complete year of service
15 days after three (3) complete years of service
20 days after five (5) complete years of service
21 days after ten (10) complete years of service
22 days after fifteen (15) complete years of service
23 days after twenty (20) complete years of service

Section 2. It being specifically agreed and understood that these vacation days shall exclude customary non-working days such as those two days of seven-day week that the Employee would normally be off-duty.

**ARTICLE XX
RETIREMENT**

Section 1. 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, Ordinance Number 154, Ordinance Number 192, Ordinance Number 202, Ordinance Number 211, and Ordinance Number 220 which are incorporated herein and are made in part thereof.

Section 2. The VILLAGE agrees to amend the retirement plan to coordinate plan benefits with the change in Federal Social Security retirement age so that present benefit levels will not be reduced.

**ARTICLE XXI
DISABILITY PROGRAM**

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

**ARTICLE XXII
GRIEVANCE PROCEDURE**

Section 1. The purpose of this grievance procedure is to establish effective machinery for fair, expeditious and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes and interpretations of particular clauses of this AGREEMENT, and about alleged violations of this AGREEMENT.

STEP 1 VERBAL-SUPERIOR OFFICER. Any employee having an alleged grievance may first, with or without his ASSOCIATION representative, in a timely manner, take up the matter with the employee's Superior Officer. If the same is not resolved within seven (7) calendar days of the reporting of the incident to the employee's Superior Officer by the grievant or his ASSOCIATION representative, the grievance shall be reduced to writing and signed by the grievant.

STEP 2 WRITTEN-SUPERIOR OFFICER. The grievance shall then be submitted to the employee's Superior Officer by the grievant's ASSOCIATION representative. The employee's Superior Officer shall give his written decision within five (5) working days.

STEP 3 MEETING WITH THE VILLAGE MANAGER. In the event the grievance is not settled in Step 2, a meeting shall be held between the ASSOCIATION representative, the Village Manager and/or the employee's Superior Officer within five (5) working days of the written decision of the employee's

Superior Officer, unless the time is extended by mutual agreement. The Village Manager shall submit the Village's written decision within five (5) working days of any such meeting.

STEP 4 ARBITRATION. In the event the grievance is not settled in Step 3 above, either the **VILLAGE** or **ASSOCIATION** 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 scope of his authority and decides an issue properly within his jurisdiction under the terms and provisions of the **AGREEMENT** between the parties, there shall be no appeal 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 by the **VILLAGE** and the **ASSOCIATION**.

Section 2. In the case of a pay shortage, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, provided, however, the employee files his grievance within six (6) months of receipt of said pay.

ARTICLE XXIII EMERGENCY AND FUNERAL LEAVE

Section 1. 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/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 2. 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 Employee's immediate family. Such use of emergency leave must be for unusual circumstances only.

ARTICLE XXIV PERSONAL BUSINESS DAY

Each employee in the bargaining unit 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 (1) 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 by the Director of Public

Safety. The request shall not be unreasonably withheld. 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 XXV EDUCATION BENEFITS

The **VILLAGE** shall reimburse 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. The Employee 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 XXVI MISCELLANEOUS CONDITIONS OF EMPLOYMENT

Section 1. The **VILLAGE** agrees to provide and maintain shotguns and screens in all patrol vehicles.

Section 2. The **VILLAGE** agrees to equip and maintain all patrol cars with four doors and air conditioning.

Section 3. The **VILLAGE** agrees to provide 9mm Semi-Automatic service pistols for all officers.

Section 4. The **VILLAGE** shall replace or repair items lost or damaged in the line of duty where officer negligence was not present.

Section 5. As part of the negotiations resulting in the January 1, 1991 - December 31, 1993 collective bargaining agreement, the parties agreed to change the title of "Sergeant" to "Lieutenant" and the title "Corporal" to "Sergeant" throughout the collective bargaining agreement subject to the express agreement that such change in rank titles will not be utilized against the **VILLAGE** to attempt to justify future Association wage or benefit proposals or other changes in the collective bargaining agreement based upon the title change. Accordingly, it is expressly understood and agreed that the change in titles is conditioned upon and will remain in effect only for that period of time that this understanding and the agreement set forth in Article IX - Wages, Section 1, subsection B are adhered to. The Association agrees that should the agreements set forth herein or in Article IX - Wages, Section 1, subsection B be violated the titles shall immediately revert back to the former designation of Sergeant and Corporal.

**ARTICLE XXVII
COST OF LIVING ALLOWANCE**

Section 1. Employees covered by this **AGREEMENT** shall receive a cost of living allowance effective on and after July 1, 1983, subject to the terms, definitions and limitations stated herein.

Section 2. 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/Year</u>	<u>COLA paid for each 0.4 index point increase in the BLS Index over that for:</u>	<u>For straight time hours worked during:</u>
March 1991	December, 1990	January/February/March 1991
June 1991	December, 1990	April/May/June 1991
September 1991	December, 1990	July/August/September 1991
December 1991	December, 1990	October/November/December 1991
March 1992	December, 1991	January/February/March 1992
June 1992	December, 1991	April/May/June 1992
September 1992	December, 1991	July/August/September 1992
December 1992	December, 1991	October/November/December 1992
March 1993	December, 1992	January/February/March 1993
June 1993	December, 1992	April/May/June 1993
September 1993	December, 1992	July/August/September 1993
December 1993	December, 1992	October/November/December 1993

Section 3. 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 (\$.36) cents per hour for the periods. In no event shall the cost of living allowance exceed \$.09 per hour for any 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 this **AGREEMENT**.

Section 4. An employee must have worked the entire three (3) month quarter in order to receive the cost of living allowance or additional cost of living allowance for that quarter.

Section 5. For the purpose of definition, "time worked" shall include vacation time, sick time, duty disability leave, holiday time, and personal leave time.

ARTICLE XXVIII SEVERABILITY

Section 1. 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. If a provision is illegal and unenforceable, the parties shall meet and determine if it is possible to negotiate a substitute provision.

Section 2. If any provisions of this **AGREEMENT** are in direct conflict with the rules and regulations of the Department, the contract provision herein shall be followed.

ARTICLE XXIX NO-STRIKE CLAUSE

Section 1. The **ASSOCIATION** agrees that it shall not cause, sanction, or condone, nor shall any member of the **ASSOCIATION** take part in any strike.

Section 2. 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 XXX RESIDENCY

Section 1. Effective January 1, 1985 all Employees hired on or after this date shall be required to reside and to continue to reside within a ten (10) mile radius of the Public Safety building. New hires shall have up to one (1) year after appointment to meet this residency requirement.

Section 2. 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 residence, shall not be subject to the provision of this Article.

**ARTICLE XXXI
DURATION**

This **AGREEMENT** shall be in effect from January 1, 1991 and shall continue in full force and including December 31, 1993.

This **AGREEMENT** shall be retroactive to January 1, 1991.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, signed and sealed this **AGREEMENT** on this day of _____, 1992.

**THE VILLAGE OF
BEVERLY HILLS**

**BEVERLY HILLS LIEUTENANTS &
SERGEANTS ASSOC.**

**GARY F. ANDERSON
PRESIDENT**

**GERALD M. HUNTER
PRESIDENT**

**GEORGE L. MAJOROS
VILLAGE MANAGER**

**CLIFFORD P. HAMILL
VICE PRESIDENT**

**PATRICK SULLIVAN
VILLAGE CLERK**

**STEVEN STANDFEST
SECRETARY/TREASURER**

**THE VILLAGE OF BEVERLY HILLS
AND
BEVERLY HILLS PUBLIC SAFETY
LIEUTENANTS AND SERGEANTS ASSOCIATION**

MEMORANDUM OF UNDERSTANDING

The parties to the collective bargaining agreement hereby further agree that for purposes of Article XXII, Section 1, Step 4, the following list of mutually acceptable arbitrators shall apply:

Richard Kanner
Keith Groty
Eliott Beitner
Mario Chiesa
Dallas Jones

**THE VILLAGE OF
BEVERLY HILLS**

**BEVERLY HILLS LIEUTENANTS &
SERGEANTS ASSOC.**

**GARY F. ANDERSON
PRESIDENT**

**GERALD M. HUNTER
PRESIDENT**

**GEORGE L. MAJOROS
VILLAGE MANAGER**

**CLIFFORD P. HAMILL
VICE PRESIDENT**

**PATRICK SULLIVAN
VILLAGE CLERK**

**STEVEN STANDFEST
SECRETARY/TREASURER**

**THE VILLAGE OF
BEVERLY HILLS**

**GARY F. ANDERSON
PRESIDENT**

**GEORGE L. MAJOROS
VILLAGE MANAGER**

**PATRICK SULLIVAN
VILLAGE CLERK**

**BEVERLY HILLS LIEUTENANTS &
SERGEANTS ASSOC.**

**GERALD M. HUNTER
PRESIDENT**

**CLIFFORD P. HAMILL
VICE PRESIDENT**

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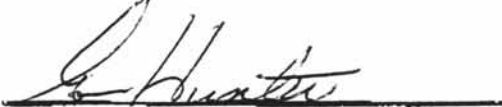
This Letter of Understanding shall be available only to those eligible employees as defined above. This Letter of Understanding shall automatically terminate on the last day of the last eligible employee's election period as set forth above.

DATED:

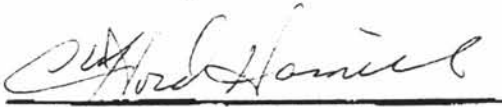
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PATRICK J. SPIDELL
BUSINESS AGENT