

Pub. MSU
1996-09

Pursuant to Public Act 312 of 1969

Michigan Employment Relations Commission Case No. G94 D-3034

In the matter of the Act 312 arbitration between

City of Traverse City

- and -

Teamsters Local 214

Advocates:

For the City of Traverse City:

Thomas L. Drenth, Sondee, Racine & Doren

For Teamsters Local 214

Robert W. White

Members of Arbitration Panel

Richard I. Lewis, City Manager, City of Traverse City

Joseph Valenti, President, Teamsters Local 214

Richard N. Block, Impartial Chairperson

Issues in Dispute

Vacation

Personal Leave

Longevity

Health Insurance Premium

Wages

Smoking Policy

Duration of Contract

Retroactivity

Following a hearing on August 1, 1996, at which briefs on comparables were submitted, the parties agreed to enter into a stipulated award as follows:

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
DETROIT OFFICE

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RECEIVED

Traverse City

POLICE DEPARTMENT - CAPTAIN UNIT

TENTATIVE AGREEMENTS:

1. Gender. Throughout the agreement where applicable, generalize gender.
2. Article IX, Days of Work, Section 9.1, C), pg 15: Change to:
C) Employees may accept compensatory time off, not to exceed a bank of one hundred-twenty (120) hours, in lieu of overtime payments.

3. Article X, Leaves of Absence, Section 10.5 Sick/Short Term Leave, pg 17: Change to:

All regular full-time employees shall, following completion of their probationary period if a new hire, receive Sickness and Accident Insurance Coverage which shall provide, at a minimum:

- (a) Up to twenty-six (26) weeks of coverage per occurrence.
- (b) Coverage shall be effective upon the first (1st) day of an accident and the eighth (8th) day of illness.
- (c) The weekly benefit shall be 66 2/3% of the employee's gross wage up to a maximum of five hundred dollars (\$500) per week, or increased upon the effective date the

ACT employees increase the benefit amount above five hundred dollars (\$500).

Effective December 1st of each year, each regular full-time employee shall receive seven (7) paid short term leave days. Short term leave may be taken in increments of one (1) hour or greater upon the approval of the Chief of Police. Short term leave may not be accumulated. New hires shall receive an initial prorated amount of short term leave days based on their date of hire and a benefit period from December 1, to November 30. Following the first full pay period after December 1st of each year, each regular full time employee shall receive payment for all unused short term leave, not to exceed seven (7) days, at the employee's regular rate of pay. Such payment shall be made separate from the employee's regular payroll check.

Employees shall retain sick leave accumulated through December 31, 1988, if not used under the terms of Section 12.3 Retiree's Health Insurance Coverage. Accumulated sick leave may be used by the employee for a bona fide illness or injury only as follows:

(a) In lieu of Sickness and Accident Insurance where the employee would otherwise qualify for benefits under the terms of the policy.

(b) For all days not covered by the Sickness and Accident insurance, provided the length of time lost due to the illness or injury would qualify the employee for benefits under the terms of this policy.

(c) In the event a member of the employee's immediate family living in the same household is ill and a doctor has recommended that the employee remain at home during this illness. The employee must provide the City with written verification of the doctor's recommendation to be eligible to use accumulated sick leave for this purpose.

(d) Where the illness or injury arises out of or in the course of employment with the City; to provide the difference between the employee's regular pay, based on their normal work week, and the weekly benefit provided through Worker's Compensation Insurance. Provided, however, only the amount of sick leave required to make up this difference shall be deducted from the employee's sick leave bank. Sick leave will not be deducted for the day of the injury.

(e) To provide the difference between the employee's regular pay, based on their normal work week, and the weekly benefit provided through Sickness and Accident Insurance. Provided, however, only the amount of sick leave required to make up this difference shall be deducted from the employee's sick leave bank and shall not exceed a life-time benefit of sixty (60) days.

An employee receiving Sickness and Accident insurance benefits provided for in this section will be considered on unpaid leave for purposes of earning seniority, vacation, short-term leave and holiday benefits only. The City will continue to pay their portion of health, life and optical/dental

insurance premiums for up to the first full month following the time an employee begins receiving Sickness and Accident insurance benefits provided for under this section. Effective February 5, 1994, the City will comply with the terms of the Family Medical and Leave Act (FMLA) as pertains to this section.

The City may require employees to submit verification of an illness by a physician if the absence due to illness exceeds three (3) consecutive working days or where the employee establishes a pattern indicating a misuse of sick/short term leave.

An employee shall notify the department of a request for sick leave as soon as possible, but not later than one hour prior to the beginning of the employee's shift.

Maternity leave shall be treated under the terms of this Section.

4. Article X, Leaves of Absence, Section 10.6 Maternity Leave, pg 20: Delete in its entirety.

5. Article XI, Wages, Section 11.3 Authorized Payroll Deductions, pg 21: Change to:

In addition to mandatory deductions, employees may authorize the following deduction in their paychecks: Health insurance, contributions to United Way, Credit Union and other deductions as applicable and agreed upon by the parties.

6. Article XVI, Retirement, Section 16.1, Second paragraph, pg 30: There is an error in the first sentence of the second paragraph: Should read:

Any member age fifty (50) with twenty-five (25) years of service or age sixty (60) regardless of service shall....etc.

7. Article XVII, Miscellaneous, Section 17.9, Changes of Address, pg 33: In the third line change 'Department Head' to 'Police Chief'.

ECONOMIC PROPOSAL

The duration of the collective bargaining agreement shall be:
January 1, 1995 through December 31, 1998.

January 1, 1995: Wage Freeze - \$41,979 annual salary

Only for the duration of this agreement, restore the sick leave banks of each Captain to sixty (60) days and allow for a cash out to 1/2 of the amount remaining at time of retirement. Cash out shall be based on December 31, 1995, salary.

Reimburse to Captain Fleis \$148.14 and to Captain Hinds \$82.98 (the employees portion of health insurance increase for the year January 1, 1995 - December 31, 1995).

January 1, 1996: Wage Increase - \$43,500 annual salary

July 1, 1996: Wage Increase - \$44,000 annual salary

January 1, 1997: Wage Increase - \$45,400 annual salary
Overtime compensation is eliminated. Delete Section 9.1 of Article IX in its entirety.

July 1, 1997: Increase the health insurance caps \$50 under Section 12.2 Hospitalization of Article XII, page 26 to:


- A) Single person coverage.....\$196 per month
- B) Double person coverage.....\$380 per month
- C) Family coverage.....\$396 per month

January 1, 1998: Wage Increase - \$46,000 annual salary

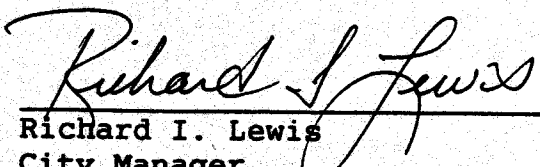
July 1, 1998: Wage Increase - \$47,500 annual salary

Stipulated by members of the arbitration panel:

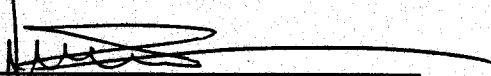
9/9/96
Date


Richard N. Block
Impartial Chairperson

9/11/96
Date


Richard I. Lewis
City Manager
City of Traverse City

9/10/96
Date


Joseph Valenti
President
Teamsters Local 214