

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

10/26/88
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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
DETROIT OFFICE

IN THE MATTER OF THE ACT 312
ARBITRATION BETWEEN

CITY OF TRAVERSE CITY

ACT 312 (CASE NO.)
G 87 J-858

Employer,

and

TEAMSTERS LOCAL 214,

Union.

Kathleen R. Oppenwall /

STIPULATED AWARD

A Pre-Hearing Conference was held in the above matter on September 12, 1988, in the City of Traverse City, Michigan. The following persons attended the Pre-Hearing Conference:

For the City of Traverse City:

Paula Helminiak, Personnel Administrator
Ralph Soffredine, Chief of Police
Jim Tompkins, City Clerk
Debbra Curtiss, Ex-Assistant to City Manager

For the Union:

Paul Gully, Secretary-Treasurer
Aubrey E. Carmien, Steward-Patrol Unit, T.C.P.D.
James R. King, Assistant-Steward, T.C.P.D.

At the Pre-Hearing Conference, the parties agreed to the entry of a Stipulated Award to resolve the issues which remained in dispute between them.

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Traverse City

Oppenwall, Kathleen

Attached hereto and incorporated into this Stipulated Award is Attachment A, pages 1 through 6, which contains the contract language agreed to by the parties for the following provisions:

Section 10.5 - Overtime Rotation for Patrol

Section 10.6 - Shift Preference

Section 12.2 - Pay Periods

Section 12.5 - Training and Schooling

Section 13.2 - Hospitalization

Section 18.17 - Recognition of Detectives

Section 17.1 - Retirement

Appendix "A" - Hourly Rate Attachment - Police Patrol

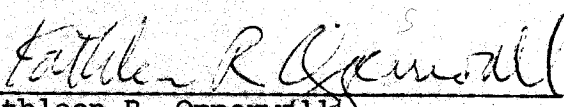
The wage increases shown in Appendix "A" are to be effective retroactively to January 1, 1988. The other provisions are to be effective as of September 12, 1988, unless a different effective date is given in the specific provision.

This Stipulated Award also incorporates by reference the Tentative Agreements which were previously worked out between the parties and which were initialed by the parties' representatives at the Pre-Hearing on September 12, 1988.

The remaining provisions from the parties previous collective bargaining agreement (effective January 1, 1985 through December 31, 1987) are made part of the new collective bargaining agreement, except as modified pursuant to this Stipulated Award. The new collective bargaining agreement shall be in effect through December 31, 1990.

Accordingly, this Stipulated Award is hereby signed by the undersigned representatives of the Employer and the Union and by the impartial Act 312 Arbitrator:

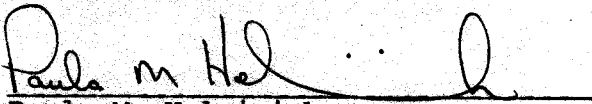
Dated: October 26, 1988


Kathleen R. Oppewall
MERC Act 312 Arbitrator

Business Address:

1900 Michigan National Tower
Lansing, Michigan 48933

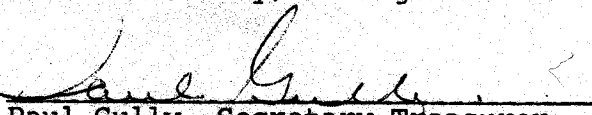
Dated: ~~October~~ NOVEMBER 7, 1988


Paula M. Helminiak,
Personnel Administrator
City of Traverse City

Business Address:

Governmental Center
400 Boardman Avenue
P.O. Box 592
Traverse City, Michigan 49685-0592

Dated: ~~October~~ Nov. 7, 1988


Paul Gully, Secretary-Treasurer
Teamsters Local 214

Business Address:

2825 Trumbull Avenue
Detroit, Michigan 48216

KRO#2-88.JAM:A312-214.AWD

September 12, 1988

Language Agreements between Teamsters Local 214 -and- City of Traverse City
Act 312 Pre-Hearing Conference

Section 10.5 Overtime Rotation for Patrol. The Shift Commander or designee will be the determining authority on the necessity of overtime. The Shift Commander shall be responsible for calling the necessary personnel and the employer shall maintain a current list of employees by seniority for purposes of overtime assignments.

When overtime assignments occur, the employee with the lowest number of overtime hours offered on the overtime distribution sheet shall be offered the overtime. If the employee refuses, (s)he will be charged with those hours as if worked. This procedure shall be repeated until the employees with the lowest number of overtime hours on the overtime distribution sheet have been offered overtime. In the event that none of the lowest employees accept the overtime, or they cannot be contacted, the overtime may be offered to any eligible employee on a volunteer basis. If a volunteer cannot be located in a reasonable amount of time, the lowest senior employee on the equalization list will be ordered in.

No employee shall be subject to overtime assignments if off on vacation, sick leave, or leave of absence of personal nature. No employee shall be required or permitted to work in excess of sixteen (16) hours in a twenty-four (24) hour period inclusive of overtime except in exigencies in law enforcement.

Rotation of overtime as contained herein shall not include court required functions, Cherry Festival functions, or D.U.I.L. Grant functions. These exclusions are not to be used for computation or equalization of overtime assignments.

Section 10.6 Shift Preference. After one (1) year of service (seniority) an employee shall be considered for a shift upon making written application after having worked in their assigned shift for at least three (3) months. Seniority shall be recognized as the primary basis for shift preference. The employer shall grant such request for shift preference provided that said request shall not be detrimental to the efficient operation of the Department. Denials for shift preference shall not be arbitrary or capricious. Detectives shall not be included in this shift preference system during the period of assignment as detective.

Shift scheduling for new patrol officers shall be made for training purposes. Each officer may be scheduled for a period of thirty (30) days on each shift. If the officer does not meet the objectives in the thirty (30) day period, (s)he shall be extended an additional thirty (30) days on that shift. Once the quarterly schedule has been set, a police officer shall not be displaced from said shift unless an emergency exists.

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Section 12.2 Pay Periods. This employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of their earning and of all deductions made for any purpose. Pay day will be every other Friday. When a recognized legal holiday falls on a regular pay day, the pay day will be one (1) day earlier. The pay period shall cover the two (2) weeks prior to the Sunday preceding the pay day. An employee who wishes advance pay, up to and including forty (40) hours prior to normal pay day, for hours actually worked may be paid upon approval by the Personnel Office after notification of the Chief of Police.

Section 12.5 Training and Schooling. The employer shall post a list of all schooling and training that it makes available to employees of the bargaining unit on a rotation system. Such posting shall remain posted for a period of ten (10) days. Applicants shall be notified within a reasonable time thereafter of their acceptance. Seniority shall in all cases be the primary factor used on the selection of employees to attend such schooling or training.

Employees who are selected to attend schooling or training shall be compensated at the straight time hourly rate for all hours not to exceed forty (40) hours in one (1) week. All time in excess of the forty hour per week shall be paid at the appropriate rate of pay contained in Section 10.3, of the collective bargaining agreement.

Employees who are required to travel outside the City of Traverse City limits shall be compensated at the straight time hourly rate and, in addition, shall receive half (1/2) time in compensatory time if such travel occurs on the employee's time off. Compensatory time accumulation in conjunction with schooling or training shall not exceed forty (40) hours, inclusive of regular overtime. The employer will adhere to the regulations of the Fair Labor Standards Act governing compensatory time cash outs.

Employees who are required by the employer to attend schooling and/or training which is mandated either by State law or at the direction of the City of Traverse City, shall be paid the appropriate rate called for under the terms of the Overtime Section contained in Section 10.3 of this Agreement, except for those employees who fail to qualify with their service revolvers on the first occasion. In the case of the latter, any additional time required to qualify shall be paid at the straight time hourly rate.

Employees shall not be required to attend in-house schooling and training in excess of twelve (12) hours per year at the straight time hourly rate. All hours in excess of twelve (12) hours shall be paid at the appropriate rate called for in this Agreement. In-house training is defined as training which occurs within the City of Traverse City limits.

Section 13.2 Hospitalization. The employer shall provide, to regular full-time employees, Hospitalization and Medical insurance coverage substantially equivalent to a Blue Cross/Blue Shield plan as follows:

- 1) MVF Plan for basic Blue Shield benefits.
- 2) Prescription Drug rider, Blue Shield certificate \$2.00 co-pay.
- 3) Comprehensive Hospital Care - semi-private room.
- 4) Master Medical Benefit Option II

The employer shall make this coverage available to all regular full-time employees, the employees spouse, and the employees dependent children up to the end of the year in which they reach age nineteen (19). Employees shall be required to complete an application for coverage and required to promptly notify the employer of any changes in status affecting the employees coverage. New hires shall be eligible for health insurance coverage pursuant to terms and conditions of the employer health insurance contract.

The employer shall be responsible for one hundred percent (100%) the base premium plus any premium in excess of the base premium in effect on January 1, 1988, until the base premiums exceed:

- A) Single person coverage.....\$146.00 per month
- B) Two person coverage.....\$330.00 per month
- C) Family coverage.....\$346.00 per month

Employees may select, at their option, to participate in a health maintenance organization (HMO), if available, in lieu of the specified hospitalization and medical insurance coverage. Participation in the HMO shall be subject to the premium limitations noted above.

The employer reserves the right to change health insurance providers and/or programs. The health insurance provider selected by the employer shall be licensed in the State of Michigan and shall be generally recognized and accepted by the health services community. The health insurance program selected by the employer shall conform to all of the terms of this agreement.

There shall be a Health Insurance Committee consisting of equal representation by the employer and the union. This committee shall periodically examine the employers health insurance program including, but not limited to, alternative providers, benefit levels, and premiums and shall make recommendations to the employer regarding such.

The employer shall provide the union with written notice of any increase in health insurance premiums or any change in health insurance providers. The union may request that the employer not change providers or request that it seek alternative coverage in lieu of a premium increase.

At the time that insurance premiums exceed the above limits, the employer shall be responsible for fifty percent (50%) of the increase and so shall the employee. If an increase in premium would cause an employee to contribute to the premium, the employee shall not be responsible for such contribution until thirty (30) days following written notice to the union of such increase or the effective date of the increase, whichever

is later. Provided however, the employees shall have the option of selecting alternative benefit levels and/or providers in lieu of contributing to the premium.

Section 18.17 Recognition. Detectives: The parties recognize that sergeants and patrol are assigned to the plainclothes investigative function as their normal duties. Henceforth, any such assigned employee shall be referred to as "Detective Sergeant" or "Detective" in the case of patrol.

(a) Employees who volunteer for the assignment of the detective position and are granted such assignment shall be required to make a commitment to remain in said assignment for a minimum of two (2) years.

(b) Detective Sergeants and Detectives shall not be included in the present six (6) week work cycle but instead shall have a day shift schedule, Monday through Friday and shall not work holidays except upon prior authorization of the Chief of Police.

(c) The employer shall post vacancies for assignments to the Detective positions for a minimum of ten (10) days. The employees desiring the assignment shall request, in writing, to the Chief of Police within the ten (10) day posting.

(d) Assignments shall be made on the basis of the employees ability to perform the duties of the Detective position. Seniority shall be considered in the assignment but shall not be the prime consideration. The employer shall not be arbitrary or capricious in the selection. The following is the selection process to be followed for such assignments:

1. Assignment shall be on a competitive basis.
2. Eligible employees must have three (3) years continuous service in the patrol classification to be eligible for assignment to Detective.
3. Employees must have the knowledge and ability to perform the work in question.
4. Written, oral, and internal examinations are to be based upon the assignment to be filled.

The competitive examination shall include:

- | | |
|-------------------------|-----|
| 1. Written examination | 60% |
| 2. Oral examination | 30% |
| 3. Internal examination | 10% |

A written examination shall be given first. The applicant must receive 70% on the written examination to proceed to the next step which is the internal review, followed by the oral examination. The employer shall choose the highest scoring and eligible employee to offer the assignment to.

A three-person panel scoring the employees in the oral examination shall consist of one member chosen by a majority of the patrol; one member chosen by the employer; and the third member to be selected mutually by the above two members.

A three-person panel scoring the employees in the internal examination shall consist of one detective chosen by a majority of the patrol; one detective chosen by the City and the third being the Chief of Police, or his/her designee.

The written test shall be acquired through the Michigan Municipal League, or other mutually agreeable testing service.

The employer shall establish an eligibility list of those employees scoring 70% or more from each assignment examination. Such eligibility list shall remain in effect for a minimum of 12 calendar months from the date the results of the examinations are received by the employer, and the employer may, at their discretion, extend the lists eligibility an additional twelve (12) months.

Employees who attain equal scores shall be chosen by using department seniority.

Police School Liaison: The Police School Liaison assignment shall be chosen in the same manner as that for Detectives with the exception that the written examination shall contain fifty percent (50%) of the questions referring to juvenile matters and a large portion of the remaining examination (internal and oral) shall contain questions relating to juvenile matters.

The Police School Liaison assignment may perform Detective Bureau work on a need be basis and following advisement of such from the Chief of Police to the union steward, or in his/her absence, the alternate.

(e) Any officer designated by the City to perform police investigative functions and operate in plainclothes for such purposes, and who is given this assignment for more than five (5) days, shall receive five hundred dollars (\$500) per year, paid on or about the first of July. If the officer is re-assigned to patrol, (s)he will pay back the unused portion on a bi-weekly basis.

(f) Any officer designated by the City to perform the assignment of Detective or Police School Liaison, and upon the completion of two (2) years in such assignment shall receive seven hundred dollars (\$700) per year, paid in equal sums on or before the first of January and the first of July. If the officer is re-assigned to patrol, (s)he will pay back the unused portion on a bi-weekly basis.

RETIREMENT Section 17.1 Retirement is provided pursuant to Public Acts of 1937, No. 345, as amended. The employer agrees to make the full contribution payment of the employee and the employer. Effective December 31, 1990, the pension multiplier will be increased from 2.0% to 2.5% of FAC times the first 25 years of service. FAC (final average compensation) will be the average of the best 3 years out of 5 years of service preceding retirement.

APPENDIX "A"-HOURLY RATE ATTACHMENT-POLICE PATROL:

	<u>Jan. 1, 1988</u>	<u>Jan. 1, 1989</u>	<u>Jan. 1, 1990</u>
Start	\$11.1018	\$11.5736	\$12.0365
After Six (6) Months	11.5711	12.0628	12.5453
After Twelve (12) Months	11.7715	12.2717	12.7625
After Twenty-four (24) Months	11.9166	12.4230	12.9199
After Thirty-six (36) Months	12.0921	12.6060	13.1102
After Forty-eight (48) Months	12.6339	13.1708	13.6976