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Pursuant to Public Act 312 of 1969

Michigan Employment Relations Commission Case No. L96 D-7018

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In the matter of the Act 312 arbitration between

Traverse City Police Sergeants,

Public Employer,

-and-

**STIPULATED AWARD**

Teamsters Local 214,

Labor Organization.

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**Advocates:**

For the Traverse City Police Sergeants:

Thomas L. Drenth, Esq., County of Kent

John Racine, Esq., Sondee, Racine & Doren

For Teamsters Local 214:

Kenneth Gonko, Esq., Monagham, Loprete, McDonald, Yakima & Grenke

**Members of Arbitration Panel:**

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

Joseph Valenti, President, Teamsters Local 214

Barbara A. Ruga, Impartial Chairperson

**Issues in Dispute:**

Wages

Cost of Living Adjustment on Pension Benefit

Co-Pay Adjustment on Health Care

Retroactivity

Duration

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DETROIT OFFICE

On July 24, 1998, the parties have agreed to enter into a stipulated award as follows:

- Tentative agreements attached hereto.

- Economic package - Wages:

July 1, 1996	1.5% wage increase.
July 1, 1997	1.3% wage increase.
July 1, 1998	2.75% wage increase
July 1, 1999	0
July 1, 2000	0

- Benefits:

July 1, 1998 Cost of Living Adjustment on Pension Benefit.  
An annual post-retirement adjustment of up to two and one-half percent (2.5%) based upon the annual increase in CPI, of the annual pension amount. The non-compounded adjustment would begin one (1) year after retirement and would continue annually for twenty (20) years.  
The provision will apply to all current and future members of this bargaining unit.

Section 16.3 Hospitalization. The City agrees to increase the health insurance premium caps by \$50.00 to:

(a) Single person coverage	\$196.00/month
(b) Double person coverage	\$380.00/month
(c) Family coverage	\$396.00/month

Section 16.1 Life Insurance. Increase the coverage from \$10,000 to \$20,000.

July 24, 1998

Section 16.2 Teamsters Dental and Optical Insurance.

Change the Section to reflect the Unit's decision to terminate dental and optical coverage with the Teamsters Welfare Fund effective April 1, 1997.

NEW SECTION TO READ:

Section 16.2 Dental Insurance Coverage.

The City agrees to contribute \$6.40 per week for each active employee towards the premium for dental insurance coverage .

Covered employees agree to contribute the difference between the City's contribution and the premium as set forth by the dental carrier.

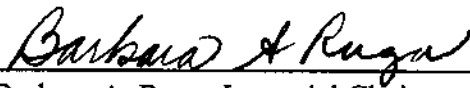
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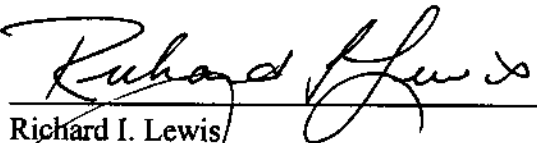
Duration is July 1, 1996, through June 30, 2001.

Retroactivity:

Wages are retroactive to the dates indicated, i.e., July 1, 1996, on all hours paid.

All other provisions not modified in this Stipulated Award, which includes joint exhibit 2, shall be as stated in the Agreement between the City of Traverse City and Local Union 214, effective 7/1/94 through 6/30/96.

  
Barbara A. Ruga, Impartial Chairperson

  
Richard I. Lewis

  
Joseph Valenti

3/2/98

BOR  
Jt Ex 2

## SERGEANTS UNIT

### TENTATIVE AGREEMENTS

1. Section 10.2. Promotions. (pg. 15) Change the percentage weights associated with the competitive exam used in promotional vacancies to read:

(1) Written examination	50%
(2) Internal review	10%
(3) Oral examination	40%
2. Section 13.5. Training and schooling. Amend this section to read as follows:

The City 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 will be considered in the selection of the employees to attend such schooling or training and where two (2) or more candidates are considered equal, seniority will be the primary factor in determining the applicant(s).

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 (40) hours per week shall be paid at the appropriate rate of pay contained in Section 11.3, of the collective bargaining agreement.

Employees who are required to travel seventy-five (75) miles or greater 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 City will adhere to the regulations of the Fair Labor Standards Act governing compensatory time cash outs.

Employees who are required by the City 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 11.3 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 a fifteen (15) mile radius of the City of Traverse City limits.

3. Update the Employee Assistance Policy Statement. This policy statement was presented on September 30, 1996.
4. Add to the Physical Maintenance Program Policy a no usage of tobacco products condition of employment during the work shift for all sergeants hired/promoted on or after January 1, 1998.