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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Arbitration Between:

PRESQUE ISLE SHERIFF'S DEPARTMENT

-and-

LABOR COUNCIL, MICHIGAN FRATERNAL
ORDER OF POLICE

MERC Act 312 Case No. G85 F-674

ARBITRATION PANEL:

Donald F. Sugerman, Impartial Arbitrator and Chairman
John H. Gretzinger, Employer Delegate and its Attorney
Peter P. Sudnick, Union Delegate and its Attorney

CHRONOLOGY:

Petition filed June 17, 1986; Answer filed August 4, 1986;
Chairman appointed August 5, 1986; Pre-hearing conference
September 15, 1986; Hearing held October 21, 1986 (Lansing,
Michigan); Award issued December 9, 1986.

PANEL AWARD

Pursuant to a stipulation entered into between the parties
on October 21, 1986, and a supplemental stipulation confirmed by
correspondence from the Sheriff on November 25, 1986, and by
telephone from the Union on November 26, 1986, the Panel issues
this Award.

1. All provisions of the revised and restated collective

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bargaining agreement, except those provisions added, modified or amended by this Award, shall constitute the collective bargaining agreement between the parties.

2. Subparagraph (f) of Section 10.1 entitled "Paid Sick Leave" shall read as follows:

Sick leave is a benefit for employees to be used in case of illness, injury, or other disability. It is not a benefit to be converted into wages and employees will not be paid for accrued but unused sick leave benefits; provided however that one-half (1/2) of accrued but unused sick leave benefits up to a maximum of eighty-four (84) days will be paid to those employees who retire, to the estate of those employees who die while employed in the Sheriff's Department or to those employees who voluntarily quit their employment with the Employer.

3. Section 10.2 entitled "Non Duty Disability Leave" shall read as follows:

A disability leave of absence will be granted to employees who have been absent for more than five (5) consecutive working days because of non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and thereafter shall be without pay or benefits. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's medical condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a

physician chosen by the Employer at the Employer's expense and, if appropriate, require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is medically able to return to work. When, in the opinion of the Employer's physician, an employee is found unable to perform his job assignments because of physical reasons, the employee may at his option request a physical examination from his personal physician. If the opinion of the employee's physician conflicts with that of the Employer's physician, the two physicians shall choose a neutral physician whose opinion shall be binding on the parties.

4. Section 11. 4 entitled "Overtime Premium Pay" shall read as follows:

Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked within a two week pay period in which the number of hours actually worked exceeds eight (8) in any one day and/or eighty (80) in the pay period. For purposes of this Section, time actually worked includes paid sick leave and paid vacation.

In the event the Employer desires to introduce a ten (10) hour work day, this Section shall be reopened for negotiations between the parties.

5. Section 12.0 entitled "Recognized Holidays" shall read as follows:

The following days are recognized as holidays for the purposes of this Agreement.

New Year's Day
Memorial Day
Fourth of July
Labor Day

Thanksgiving Day
Christmas Eve
Christmas Day
New Years Eve

Effective January 1, 1986, 'The Day After Thanksgiving' will be recognized as a holiday for the purposes of this Agreement and added to those enumerated above.

It is understood that employees will be required to work on holidays in accordance with normal scheduling procedures.

6. Section 13.0 entitled "Paid Vacations" shall read as follows:

All full-time employees shall be granted vacation leave with pay and benefits based upon their length of continuous service with the Employer in accordance with the following:

<u>Years of Continuous Service</u>	<u>Hours Pay</u>	<u>Time Off</u>
At least 1 year but less than 2 years	40	5 days
At least 2 years but less than 3 years	80	10 days
At least 8 years but less than 20 years	120	15 days
At least 20 years	160	20 days

Effective January 1, 1987:

<u>Years of Continuous Service</u>	<u>Hours Pay</u>	<u>Time Off</u>
At least 1 year but less than 2 years	40	5 days
At least 2 years but less than 7 years	80	10 days
At least 7 years but less than 14 years	120	15 days
At least 14 years but less than 20 years	136	17 days
At least 20 years	160	20 days

Vacation leave accrues and is credited to eligible employees on their anniversary date of employment.

7. Section 15.1 entitled "Payment of Health Insurance Costs" shall read as follows:

During the term of this Agreement, the Employer agrees to pay up to the following amounts for single subscriber, two person and family coverage for eligible employees who elect to participate in the group insurance plan:

Single Subscriber	\$ 71.59
Two Person	160.42
Family	176.49

The Employer's liability under this Section shall be limited to these payments, provided, however that during the term of this Agreement employees shall not be required to pay more than \$5.00 per month over these amounts.

8. Appendix B, the schedule of health care benefits shall include the following language for Medical and Hospitalization and for Dental coverage; there will be no optical coverage:

MEDICAL AND HOSPITALIZATION

Comprehensive Hospital, Medical and Surgical with Riders D45NM, MVF-1, Master Medical Option 1 with MMC-PD (Drugs Not Eligible); COB-3 (Coordination of Benefits); FC (Family Continuation 19-25); SD (Sponsored Dependents); SAT-II (Substance Abuse Treatment), \$2.00 Prescription Drug Rider with PD-MAC (Generic Drugs), SOT-PE with GLE-1 (Organ Transplant), G65-D and GPC-SAT II (Medicare Supplement Option 2-1 and Substance Abuse Treatment).

DENTAL

Comprehensive Dental Coverage MBC-800 (\$800.00 per individual per year maximum amount) including CDC-FC (Family Continuation 19-25) with CR-25-50-50 (75% payment on Class 1 and 50% payment on Class 2 and 3).

9. Section 16.0 entitled "Pensions" will become effective December 31, 1987, and will read as follows:

The program of retirement benefits provided for in Plan C-1 (New) together with the F-55 (25) rider of the Michigan Municipal Employees Retirement System shall be in effect under the same terms and conditions of employee contribution that existed prior to the execution of this Agreement.

10. The Union proposal on Shift Differential is withdrawn.

11. Wage Rates set forth in Appendix A shall reflect an increase over current wage rates as follows:

Ten cents (\$.10) per hour effective July 1, 1985.

Twenty cents (\$.20) per hour effective January 1, 1986.

Twenty cents (\$.20) per hour effective January 1, 1987.

APPENDIX A

	<u>Start</u>	<u>7-1-85</u>	<u>8 Months</u>
Sergeant	\$9.36 (\$19,468)		
Certified Deputy	\$8.52 (17,721)		\$9.11 (\$18,948)
		<u>1-1-86</u>	
Sergeant	\$9.56 (\$19,884)		
Certified Deputy	\$8.72 (\$18,137)		\$9.31 (\$19,364)
		<u>1-1-87</u>	
Sergeant	\$9.76 (\$20,300)		
Certified Deputy	\$8.92 (\$18,553)		\$9.51 (\$19,780)

12. The collective bargaining agreement is effective for the thirty month period beginning July 1, 1985, and ending December 31, 1987.

12-19-86
Date

Donald F. Sugerman
Donald F. Sugerman, Chairman

Delegate Signature Page
Presque Isle Sheriff's Department -and-
Labor Council, Michigan Fraternal Order
of Police
MERC Act 312 Case No. G85 F-674

Signed in Counterpart by the
Delegate for the Sheriff and
for the Union.

Date

12/21/86

Date

John H. Gretzinger, Sheriff's Delegate


Peter P. Sudnick, Union's Delegate

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Presque Isle Sheriff's Department -and-
Labor Council, Michigan Fraternal Order
of Police
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Signed in Counterpart by the
Delegate for the Sheriff and
for the Union.

12/15/86

Date

John H. Gretzinger

John H. Gretzinger, Sheriff's Delegate

Date

Peter P. Sudnick, Union's Delegate