

STATE OF MICHIGAN  
DEPARTMENT OF LABOR & ECONOMIC GROWTH  
Employment Relations Commission  
Labor Relations Division

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**TUSCOLA COUNTY**

**Respondent/Employer,**

**Case No. D04 A-0070  
James A Mackraz, Chairperson**

**and**

**POLICE OFFICERS LABOR COUNCIL**

**Petitioner/Labor Organization.**

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**PANEL'S FINDINGS, CONCLUSIONS, AND ORDER**

Before an Act 312 Panel consisting of:

James A. Mackraz, Chairperson  
Homer Lafrinere, POLC Delegate  
John H. Gretzinger, Tuscola County Delegate

**I. Introduction**

Tuscola County and the Tuscola County Sheriff ('Tuscola County') and the Police Officers Labor Council ('POLC') are parties to a collective bargaining agreement that expired on December 31, 2003. Under this collective bargaining agreement, Tuscola County recognizes the Police Officers Labor Council ('POLC') as the exclusive collective bargaining representative of all full time employees included in the Bargaining Unit described below:

All Detective-Sergeants, Sergeants, Lieutenant, Corrections Corporals, Jail Administrators and Secretary to the Sheriff.

EXCLUDING: All elected or appointed officials, all part-time employees, all employees below the rank of Corrections Corporal, all other employees employed in or through the Sheriff Department, and all other employees employed in or by the County of Tuscola.

There are eleven (11) employees within that collective bargaining unit.<sup>1</sup>

After engaging in collective bargaining and mediation, the POLC filed a Petition for Act 312 Arbitration on January 23, 2004. Pursuant to the provisions of 1969 Public Act 312, as amended, MCL 423.231 et seq., on April 8, 2004 the Michigan Employment Relations Commission appointed the undersigned Chairperson of the Act 312 Panel to resolve the dispute between the parties regarding the terms and conditions of employment to replace the collective bargaining agreement that expired on December 31, 2003. The parties held a pre-hearing conference on May 5, 2004. A hearing was held on October 26, 2004, during which the Panel received testimony and exhibits regarding the issues in dispute.

On November 18, 2004 the Panel met to discuss the merits of the issues in dispute. At that time the delegates provided information regarding the terms of its anticipated final offers. After the delegates had the opportunity to express their opinions and the Chair expressed his opinion, the parties agreed to waive the submission of formal final offers and briefs and to stipulate to the following award. MCL 423.239 sets forth the grounds upon which an Act 312 Arbitration Panel shall base its findings, and includes the stipulations of the parties. By signing this Award, representatives on behalf of Tuscola County and the Police Officers Labor Council signify their approval of the Award.

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<sup>1</sup> The positions of Jail Administrator, Corrections Corporals and Secretary to the Sheriff were determined not to be eligible for Act 312 in Case No. UC02 E-015. This Award is not applicable to these positions.

## II. FINDINGS AND CONCLUSIONS

1. **Continuation of Provisions.** All provisions of the collective bargaining agreement effective through December 31, 2003 and its attached letters of understanding shall continue except as modified by this Award.

2. **Health Insurance Program.** The Health Insurance program shall be modified as follows:

(a) Delete Section 15.0. Hospitalization Insurance, Section 15.1. Dental Insurance and Section 15.2 Payment of Health Care Costs and replace with the following:

**Section 15.0. Medical and Dental Insurance.** The Employer will make available a group medical and dental insurance program covering certain hospitalization, surgical, medical and dental expenses for participating employees and their eligible dependents. The medical insurance program will provide employees with the option to select to be covered in three different plans. The description of these three medical insurance plans and the dental insurance plan are set forth on Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full-time employees are eligible to participate in the group insurance program no earlier than the first (1<sup>st</sup>) day of the premium month following sixty (60) days of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall complete the applicable forms and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any. The Employer has a yearly open enrollment period to allow employees the option to make changes to their selection of health care plan. This open enrollment period is scheduled in conjunction with the annual renewal of the Employer's administrative services agreement with its third part administrator.

**Section 15.1. Payment of Health and Dental Insurance Costs.** Employees are required to make the following monthly contribution towards the health and dental care plan:

### 2-1-2004

	Plan A	Plan B	Plan C
Single	\$34.54	\$17.96	\$0.00
Two Person	\$77.71	\$40.35	\$0.00
Family	\$93.26	\$48.43	\$0.00

**1-1-2005**

	Plan A	Plan B	Plan C
Single	\$ 37.99	\$19.76	\$0.00
Two Person	\$ 85.48	\$44.39	\$0.00
Family	\$102.59	\$53.27	\$0.00

**1-1-2006**

	Plan A	Plan B	Plan C
Single	\$ 41.79	\$21.74	\$0.00
Two Person	\$ 94.03	\$48.83	\$0.00
Family	\$112.85	\$58.60	\$0.00

In addition, employees electing sponsored dependent coverage are responsible for payment of all of the premium costs for this additional coverage.

During the term of this Agreement, the Employer agrees to pay all costs in excess of the required employee contribution.

**[The employee contribution shall be effective on 1-1-2005 and employees will not be required to make any back payments of contribution rates in effect in 2004.]**

**(b) Family Continuation Coverage.** The issue of County payment of family continuation coverage will be decided in conjunction with the negotiations/Act 312 arbitration of the POAM Deputy unit. In the event that employees in that unit are provided with family continuation coverage at County expense, employees in this unit will also have such coverage at County expense. In the event employees in that unit do not have family continuation coverage paid at County expense, employees in this unit will not have family continuation coverage at that County expense and the language of Section 15.1 will be modified to add "family continuation or" before sponsored dependent.

**[Regardless of the final resolution of the family continuation issue, the parties agree to allow Sarah Chambers, Amanda Skrent, Tyler Worden and Caitlyn Worden to continue their present family continuation coverage without payment of the family continuation rider.]**

**(c) Health care plan.** Add Appendix B to read as set forth on the attached. Effective 1-1-2005 modify the health care plan to replace the \$10/\$20 drug co-pay with a \$15/\$30 drug co-pay and add mandatory mail order coverage for maintenance drugs.

(d) **Vision Insurance.** Add the following new section:

**Section 15.2. Vision Insurance.** The Employer will make available a group vision insurance program covering certain vision care expenses for participating employees and their eligible dependents. The insurance program will provide the coverage set forth on Appendix C. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

During the term of this Agreement, the Employer agrees to pay up to \$12.31 per month for single subscriber, two person and family coverage for eligible full-time employees who elect to participate in the group vision insurance plan. Employees electing sponsored dependent and/or family continuation coverage are responsible for payment of the premium costs for this additional coverage. The Employer's obligation shall be limited to these amounts.

Full-time employees are eligible to participate in the group insurance program no earlier than the first (1<sup>st</sup>) day of the premium month following sixty (60) days of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall complete the applicable forms and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

(e) **Retiree Health Insurance.** Add the following letter of understanding:

**Retiree Health Insurance.** Section 15.13 allows retired employees to participate in the County's group health insurance plan. The provisions of that section notwithstanding, retirees can only participate in the County's health insurance plan until such time as a group retiree health insurance plan is available to retirees through MERS.

3. **Wages.** Wages will be increased as follows:

2.00% 1-1-2004 (this amount will not be paid retroactively and will be implemented on 1-1-2005).

2.00% 1-1-2005. (The Lieutenant and Detective Sergeant/Sergeants will receive an equity adjustment of \$.20 per hour. These amounts will be added to the wage scale after the 1-1-2004 and 1-1-2005 raises are calculated.

2.00% 1-1-2006 (The Lieutenant and Detective Sergeant/Sergeants will receive an equity adjustment of \$.10 per hour. These amounts will be added to the wage scale after the 1-1-2004 and 1-1-2005 raises are calculated.

4. **Cash in lieu of payments.** The parties agree that the cash in lieu of benefit is not available to employees who are married to other County employees as of September 1, 2004 and agree to add the following to Section 15.8 "This payment is not available to County employees who are married to another County employee or are married to an employee of another County affiliated entity which participates in the County health care plan."

5. **Term of Agreement.** Modify Section 17.13 to provide for an Agreement effective on January 1, 2004 through December 31, 2006.

6. **Personal Days.** Modify the personal days to give three days, based either on 8 or 10 hour days.

### **III. ORDER**

The Panel adopts and incorporates as its Order the provisions as set forth above.

Dated: November 24, 2004

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James A. Mackraz, Chairperson

Dated: November 24, 2004

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John H. Gretzinger, Delegate  
Tuscola County

Dated: November 24, 2004

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Homer Lafrinere, Delegate  
Police Officers Labor Council

## **APPENDIX B**

### **HEALTH AND DENTAL INSURANCE COVERAGE**

#### **Health Insurance Coverage**

The health insurance program provides the following benefits currently through Blue Cross:

**Option A:** Community Blue Option 1 with preventative services limited to \$500 per calendar year, a \$10 office visit co-pay, a \$50 emergency room co-pay, a \$10 Urgent Care Center co-pay, the \$10/\$20 prescription drug rider with contraceptive coverage.

**Option B:** Community Blue Option 2 with preventative services limited to \$500 per calendar year, a \$100/\$200 deductible, 90/10 co-insurance with \$500/\$1000 calendar year maximum, a \$10 office visit co-pay, a \$50 emergency room co-pay, a \$10 Urgent Care Center co-pay, and the \$10/\$20 prescription drug rider with contraceptive coverage.

**Option C:** Community Blue Option 3 with preventative services limited to \$500 per calendar year, a \$250/\$500 deductible, 80/20 co-insurance with \$1000/\$2000 calendar year maximum, a \$10 office visit co-pay, a \$50 emergency room co-pay, a \$10 Urgent Care Center co-pay, and the \$10/\$20 prescription drug rider with contraceptive coverage.

#### **Dental Insurance Coverage**

The dental insurance provides the following coverages, currently through Blue Cross:

- |           |   |   |
|-----------|---|---|
| Class I   | - | Diagnostic and Preventive (100%)              |
| Class II  | - | Restorative, Endodontic and Periodontic (50%) |
| Class III | - | Extended Prosthodontic (50%)                  |

Benefits are payable up to a maximum of \$1,000 per member per benefit period

## APPENDIX C VISION CARE COVERAGE

The vision insurance program provides the following benefits, currently through Vision Service Plan:

### BENEFITS:

Examination	Once every 24 months
Lenses	Once every 24 months
Frame	Once every 24 months

### COPAYMENT:

Examination	\$25.00
Materials	\$25.00

	<u>Services from a VSP Participating Provider*</u>	<u>Services from a Non-Participating Provider</u>
Examination	Paid-in-Full	Up to \$ 35.00
Single Vision Lenses	Paid-in-Full	Up to \$ 25.00
Bifocal Lenses	Paid-in-Full	Up to \$ 40.00
Trifocal Lenses	Paid-in-Full	Up to \$ 55.00
Lenticular Lenses	Paid-in-Full	Up to \$ 80.00
Frame	A wide selection of attractive frames are covered in full.**	Up to \$ 35.00

### **Contact Lenses** (instead of spectacle lenses and frame)

Necessary	Paid-in-Full	Up to \$210.00
Elective	up to \$ 105.00	Up to \$105.00

\* When an examination and/or materials are received from a VSP participating provider, the patient will have no out-of-pocket expense other than the co-payment, unless optional items are selected. Optional items include, but are not limited to, oversize lenses (61 mm or larger), coated lenses, no-line multifocal lenses, treatments for cosmetic reasons or a frame that exceeds the plan allowance.

\*\* VSP's frame benefit fully covers over half of the 20,000 frames currently available. Due to this large selection and the fact that buying habits and tastes differ from one region to the next, frame inventories may vary from office to office. When deciding on a frame, members should ask their doctors which ones are covered in full.

These benefit descriptions are intended as an easy-to-read guide. An official description of benefits is contained in the applicable Vision Service Plan certificate.