# MICHIGAN EMPLOYMENT RELATIONS COMMISSION ACT 312 ARBITRATION AWARD

HURON COUNTY

Employer,

- and -

MERC Act 312 Case No. L04 H-8020

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Union.

# STIPULATED AWARD

Panel Chair Thomas J. Barnes April 27, 2006

## CHRONOLOGY

Petition Filed:

October 13, 2005

Prehearing:

March 31, 2006

# PANEL DELEGATES

For the Employer For the Union

Robert Haldane

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## APPEARANCES

For the Employer

For the Union

Jim Tignanelli

Andrey Tomkiw Robert Haldane Dale Koehler Don Booms Jim Tignanelli Jeff Wiechert Ward Carter

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It is hereby agreed by and between Huron County (hereafter "County" or "Employer") and the Police Officers Association of Michigan (hereafter "POAM" or "Union") that the following stipulated award shall be entered in MERC Case No. L04 H-8020 in complete and

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final settlement of all outstanding matters under negotiation and before this Panel in the abovereferenced Act 312 proceeding. It is agreed that this shall serve as a 312 award in same stead as though a full hearing, briefs, and final offers were submitted. The parties January 1, 2002, through December 31, 2004, contract shall be amended as follows:

1. Article XIV - Wages - Section B.

2005 - 0%

Effective January 1, 2006 - 1.5%

Effective January 1, 2007 - 1.75%

Effective January 1, 2008 - 1.75%

Effective January 1, 2009 - 2.0%

## 2. Article XXI - Insurance Benefits - Section A.

The current language will be replaced with the following:

The County shall continue to furnish health insurance coverage comparable to that which it provides for permanent full-time salaried employees and his/her spouse and/or children. There shall be no double coverage (e.g., husband and wife both employed by the County of Huron in the Sheriff Department, Central Dispatch, or the County Building). As of January 1, 1985, the County agrees to provide vision insurance coverage and dental insurance coverage for regular, full time employees and elected officials, which is an 80-20 co-pay, with a \$1,000 limit per year.

The County agrees, for the duration of this agreement, to provide a tri-level health insurance plan more fully described below.

**Option A** - Community Blue 1 with a \$10/\$20 Rx Card, \$20 office visits and \$20 chiropractic visits, with employee cost share participation.

**Option B** - Community Blue 2 with a \$10/\$40 Rx Card, \$20 office visits and \$20 chiropractic visits.

**Option C** - Community Blue 3 with a 10/20 Rx Card, 20 office visits and 20 chiropractic visits.

The Employer shall pay the entire costs of CB 2 and CB 3 listed above for the life of this Agreement. Employees electing CB 1 shall pay the increased costs above the current rate in subsequent enrollment periods. In no event shall an employee's cost share increase by more than 25% per enrollment period. (For example, if an employee currently pays \$24.00 per month for CB 1 single coverage, their cost share shall not exceed \$30.00 per month after the 2006 enrollment period. However, it is understood that the costs share increase is not limited to 2006 and may apply to the 2007, 2008, and 2009 enrollment periods.)

#### 3. Article XXI - Insurance Benefits - Section C.

Add the text appearing in boldface:

An eligible full time employee shall become insured as soon as permissible after 90 days of continuous employment under the insurance plans set forth in Sections A and B of this Article, provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective said employee will be insured upon return to active service.

## 4. Article XXI - Insurance Benefits - Section D.

Add the text appearing in boldface:

Effective after ratification of this agreement by both parties, upon retirement after ten (10) years or more of actual service as a regular full-time employee, the County will continue to furnish pay the following portions of health insurance under the following terms and conditions:

- For employees hired prior to April 7, 1997, the County shall pay 50% of such premium for Option B - Community Blue 2 or Option C - Community Blue 3 for such retired employee having at least ten (10) years of actual service with the County as a regular full-time employee and being of the age of fiftyfive (55) or older.
- 2) For employees hired prior to April 7, 1997, the County shall pay 75% of such premium for Option B Community Blue 2 or Option C Community Blue 3 for such retired employee having at least fifteen (15) years of actual service with the County as a regular full-time employee and being of the age of fifty-five (55) or older.
- 3) For employees hired prior to April 7, 1997, the County shall pay 100% of such premium for Option B Community Blue 2

or Option C - Community Blue 3 for such retired employee having at least twenty (20) years of actual service with the County as a regular full-time employee and being of the age of fifty-five (55) or older. For employees hired on or after April 7, 1997, the County will pay 100% of such premium for such retired employee having at least twenty-five (25) years of actual service with the County as a regular full-time employee and being of the age of sixty (60) or older.

For any employee hired after January 1, 2003, sub-sections 1, 2, and 3 above shall read as follows:

- a) The County shall pay 50% of such premium for Option B -Community Blue or Option C - Community blue 3 for such retired employee having at least ten (10) years of continuous actual service with the County as a regular full-time employee at the time of retirement and being of the age of fifty-five (55) or older.
- b) The County shall pay 75% of such premium for Option B -Community Blue 2 or Option C - Community Blue 3 for such retired employee having at least fifteen (15) years of continuous actual service with the County as a regular full-time employee at the time of retirement and being of the age of fifty-five (55) or older.
- c) The County shall pay 100% of such premium for Option B -Community Blue 2 or Option C - Community Blue 3 for such retired employee having at least twenty (20) years of continuous actual service with the County as a regular full-time employee at the time of retirement and being of the age of sixty (60) or older.

5. Article XXI - Insurance Benefits - Section F.

Change \$250 to \$400.

Add at the end of the Section:

Effective upon ratification, employees will not receive the in lieu of payment if their spouse is an employee of the County of Huron in the Sheriff Department, County Building, or Central Dispatch.

## 6. Article XXIX - Jury Duty.

Add at the end of the first sentence:

"up to a maximum of twenty (20) days paid in any one calendar year. Exceptions to this may be made by the Sheriff or his/her designee."

## 7. Article XXXII - Duration of Agreement - Section A.

Change January 1, 2002, to January 1, 2005.

Change December 31, 2004, to December 31, 2009.

Date:

# 8. Signing Bonus.

Signing bonus of \$300 due the 2nd pay period after the date of the Act 312 Award.

9. All provisions of the expired contract are incorporated in the new agreement

unless modified by the above.

POLICE OFFICERS ASSOCIATION OF MICHIGAN

HURON COUNTY

James Tignanelli, P ahel Member 06 Date:

Robert Haldane, Panel Member

Date:

Thomas J. Barnes, Neutral Panel Chair

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Add at the end of the first sentence:

"up to a maximum of twenty (20) days paid in any one calendar year. Exceptions to this may be made by the Sheriff or his/her designee."

# 7. Article XXXII - Duration of Agreement - Section A.

Change January 1, 2002, to January 1, 2005.

Change December 31, 2004, to December 31, 2009.

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James Tignanelli, Panel Member

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5-7-06 Date:

Thomas J. Bames, Neutral Panel Chair

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Add at the end of the first sentence:

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# 7. Article XXXII - Duration of Agreement - Section A.

Change January 1, 2002, to January 1, 2005.

Change December 31, 2004, to December 31, 2009.

Date:

## 8. Signing Bonus.

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