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STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF LABOR
MICHIGAN EMPLOYMENT RELATIONS COMMISSION (MERC)
ACT 312 ARBITRATION

IN THE MATTER OF:

THE TUSCOLA COUNTY SHERIFF'S DEPARTMENT,

and

MERC Case No. L 10-I-8012

POLICE OFFICERS ASSOCIATION OF MICHIGAN

STIPULATED ACT 312 ARBITRATION AWARD

MERC PANEL CHAIRPERSON:

Mr. Allen J. Kovinsky
2000 Town Center, Suite 900
Southfield, MI 48075

TUSCOLA COUNTY SHERIFF'S DEPARTMENT:

By: Mr. Robert A. Kendrick
Braun, Kendrick, Finkbeiner, P.L.C.
4301 Fashion Square Boulevard
Saginaw, Michigan 48603-5218

POLICE OFFICERS ASSOCIATION OF MICHIGAN:

By: Mr. James Tignanelli
Police Officers Association of Michigan
27056 Joy Road
Redford Township, Michigan 48239-1949

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STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
DETROIT OFFICE

IN THE MATTER OF:

THE TUSCOLA COUNTY SHERIFF'S DEPARTMENT,

and

MERC Case No. L 10-I-8012

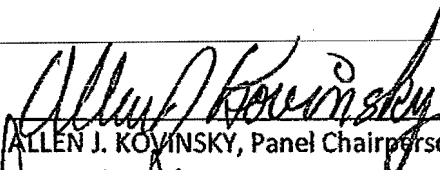
POLICE OFFICERS ASSOCIATION OF MICHIGAN

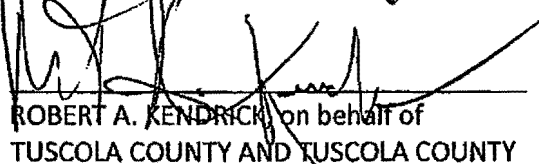
The parties to this proceeding hereby stipulate as follows:

1. An award may be entered in the above-entitled matter based upon the stipulations entered into between the respective parties.
2. All terms of the prior Collective Bargaining Agreement shall be in full force and effect from and after December 31, 2010 through December 31, 2012, except as hereinafter modified and/or added to.
3. The Collective Bargaining Agreement shall be modified and/or added to by the following Exhibits:
 - A. The Mediator's proposal of November 29, 2010, a copy of which is attached hereto as Exhibit "A".
 - B. The Health Care/Insurance Benefits proposal dated September 8, 2010, a copy of which is attached hereto as Exhibit "B".
 - C. A miscellaneous proposal regarding Section 17.14 of the Collective Bargaining Agreement dated September 8, 2010, a copy of which is attached hereto as Exhibit "C".
 - D. A copy of Appendix B Health Care Plan dated September 8, 2010, a copy of which is attached hereto as Exhibit "D".
 - E. A copy of a proposal regarding Section 17.11/Uniforms, dated September 22, 2010, a copy of which is attached hereto as Exhibit "E".
 - F. A letter of understanding dated November 29, 2010, a copy of which is attached hereto as Exhibit "F".
 - G. A copy of a letter of understanding regarding long-term disability insurance dated September 16, 2010, a copy of which is attached hereto as Exhibit "G".

4. The County, the Sherriff's Department and the Police Officers Association of Michigan shall enter into a letter of understanding regarding Deputy Brandon Sparks which shall provide that Deputy Sparks receives the same wages and benefits as members of the Sheriff's Department received on and after December 31, 2010. The wages shall be in accordance with the five year incremental wages provided for in the Collective Bargaining Agreement.
5. The Union and the Sheriff's Department agree that the prescription drug plan shall be modified to provide for three tiers of co-payments. The first tier shall be a \$20 co-payment, the second tier shall be a \$40 co-payment, and the third tier shall provide for a \$60 co-payment.
6. With respect to any wage or health care/benefit levels provided for in this Stipulated Award and the Exhibits attached hereto, there shall be no retroactivity. However, the changes shall be effective as soon as practicable after the issuance of this Award.
7. There are no other stipulations nor changes to be made with respect to letters of understanding and/or the Collective Bargaining Agreement beyond those that are hereinabove provided for.

IT IS SO ORDERED.


ALLEN J. KOVINSKY, Panel Chairperson


ROBERT A. KENDRICK, on behalf of
TUSCOLA COUNTY AND TUSCOLA COUNTY
SHERIFF'S DEPARTMENT

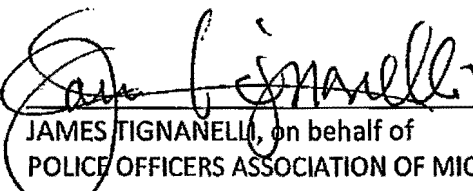

JAMES TIGNANELLO, on behalf of
POLICE OFFICERS ASSOCIATION OF MICHIGAN

EXHIBIT A

dy
casement
11/29/10
[initials]

Medicare Proposal
November 24, 2010
[initials]

1. Section 9.9 Shift Filling by Irregular Employees

Delete "three (3)" wherever appears in this section and replace with "two (2)"

2. 11.8 Paid Sick Leave

Add:
"Employees hired beginning January 1, 2011 and thereafter shall earn paid sick leave at a rate of four (4) hours for each month of active service with the Employer"

3. 15.0, 15.1 Medical and Dental Insurance
15.8

As per Employer's proposal of September 8, 2010 attached, except withdrawn as to Dental and Vision Insurance.

4. 16.0 Retirement

Add: "During the term of this Agreement, employees of retirement benefits provided for in Plan B-3 with the FICA rider of the Michigan Municipal Employees Retirement System"

effective 11/1/2011, or successor
a TPA a flexible spending account for ~~employees~~ bargaining
unit members who choose to participate per
existing IRS rules & guidelines.

VA
RAK
shall be in effect for full time employees hired
on January 1, 2011 and thereafter. Under this
Plan, such employees contribute six and seven
tenths percent (6.70%) of their gross pay to
the Detachment System."

5.17.14 Term

As per Employer's proposal of September 8, 2010
attached

6. Appendix A

Employees hired prior to 1/1/2011
Wage Freeze - All Steps

Employees hired 1/1/2011 and thereafter:

Increase to seven (7) total steps with hire
rate (step 1) and End rate (step 7) same as hire
rate and End rate of employees hired prior to 1/1/2011

7. Appendix B

As per Employer's proposal of September 8, 2010
attached, except Employer's proposal to eliminate Dental
is withdrawn and prescription drugs revised
All other proposals withdrawn

EXHIBIT B

INSURANCE/HEALTH CARE/INSURANCE BENEFITS

~~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 in 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 (1st) day of the premium month following thirty (30) 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. The Employer will provide at its cost a group health care plan covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependents (Community Blue 4).~~

The health care plan will allow employees to purchase other health care plans by paying 100% through payroll deduction of the difference between the cost of such other health care plan and the health care plan provided by the Employer, i.e. Community Blue 4. The description of the health care plans are set forth on Appendix B. The specific terms and conditions of the health care plan are set forth in the master policy.

Regular full-time employees are eligible to participate in the health care plan no earlier than the first (1st) day of the premium (plan) month following thirty (30) calendar days of employment with the Employer in a regular full-time position.

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

1-1-2008

	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

Tuscola County
 POAM/Deputies
 Employer Proposal
 September 8, 2010

~~1-1-2009~~

	Plan A	Plan B	Plan C
Single	\$45.97	\$23.91	\$0.00
Two Person	\$103.43	\$53.71	\$0.00
Family	\$124.14	\$64.46	\$0.00

~~1-1-2010~~

	Plan A	Plan B	Plan C
Single	\$50.57	\$26.30	\$0.00
Two Person	\$113.77	\$59.08	\$0.00
Family	\$136.54	\$70.91	\$0.00

~~In addition, employees electing sponsored dependent and/or family continuation 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 insurance premium costs in excess of the required employee contribution. Delete -- no vision or dental insurance~~

~~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. 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 (1st) day of the premium month following thirty (30) 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. Delete -- no vision or dental insurance~~

~~Section 15.8. Employees Not Needing Health Care Coverage or Dental Insurance. Employees who have health care insurance through a plan under another employer and elect to drop out of the Employer's health care plan shall be eligible to receive \$1200 per year in lieu of health care insurance coverage. Employees who have dental care insurance through a plan under another employer and elect to drop out of the Employer's dental care plan shall be eligible to receive \$800 per year in lieu of dental care insurance. These amounts will be paid in twenty-six (26) equal payments. Employees electing to opt out of the health care insurance program must present proof of other insurance coverage. This election shall be made on an annual basis during~~

EXHIBIT C

Tuscola County
POAM/Deputies
Employer Proposal
September 8, 2010

MISCELLANEOUS

Section 17.14. Term of Agreement. This Agreement shall be effective on January 1, ~~2008~~
2011 and shall remain in full force and effect through December 31, ~~2010~~2012, at 11:59 p.m. and
thereafter for successive periods of one (1) calendar year unless either party shall on or before
the sixtieth (60th) calendar day prior to expiration serve written notice on the other party of a
desire to terminate, modify, alter, negotiate, change or amend this Agreement. The parties agree
to meet within a reasonable time after service of the written notice to commence negotiations.

EXHIBIT D

APPENDIX B Health Care Plan

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 \$15/\$30 prescription drug rider with contraceptive coverage and mandatory mail order coverage for maintenance drugs. All costs which exceed Option D to be paid 100% by employee.

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 \$15/\$30 prescription drug rider with contraceptive coverage and mandatory mail order coverage for maintenance drugs. All costs which exceed Option D to be paid 100% by employee.

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 \$15/\$30 prescription drug rider with contraceptive coverage and mandatory mail order coverage for maintenance drugs. All costs which exceed Option D to be paid 100% by employee.

Option D: Community Blue Option 4 Base Plan provided at cost of Employer with preventative services limited to \$1,000.00 per calendar year, a \$500/\$1,000 deductible, 80/20 co-insurance with \$2,000/\$4,000 calendar year maximum, a \$20 office visit co-pay, a \$100.00 emergency room co-pay, a \$20.00 Urgent Care Center co-pay, and the ~~\$20/\$50~~ prescription drug rider with contraceptive coverage and mandatory mail order coverage for maintenance drugs.

Dental Insurance Coverage

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

- ~~Class I~~ Diagnostic and Preventative (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.

\$20 generic
\$40 Preferred Brand Name
\$60 Non-Preferred Brand Name

EXHIBIT E

MEJ
9-29-10

[Handwritten scribbles and signatures]

9-22-0
(15)

Tuscola County Deputies
Union Proposal
September 22, 1010

[Large handwritten signature]

Section 17.11/Uniforms

Amend to read the county will reimburse road patrol
officers up to \$100 ~~\$150~~ each year for the purchase of
boots. ^{\$100}

or approved equipment.

EXHIBIT F

TUSCOLA COUNTY
TUSCOLA COUNTY SHERIFF
-and-

POLICE OFFICERS ASSOCIATION of MICHIGAN

Letter of Understanding regarding Miscellaneous Matters

1. ~~Family Continuation. The provisions of Section 15.1 notwithstanding, the parties agree to allow Amie Hoffmeister and Jessica Oliver to continue their present family continuation coverage without payment of the family continuation rider as long as they meet the eligibility criteria for coverage under that rider.~~
2. **Longevity.** Longevity was eliminated for all employees hired after December 31, 1986. Patrick Finn, Richard Hofmeister, and John Oliver were hired prior to December 31, 1986 and shall be paid an additional two (2.00%) per cent over their regular rate as longevity payments. This payment shall be calculated by increasing the employee's straight time regular rate by 2.00%, rounded to the nearest whole cent.
3. **12 hour shifts.** Sheriff Thomas T. Kern agrees to allow the members of the P.O.A.M. Bargaining Unit to remain on the current 12 hour schedule through the remainder of his term which expires December 31, 2008. Variation of the schedule may be necessary for unforeseen circumstances; however, the majority of the time the schedule will remain as currently posted.
4. **College Incentive Pay.** Effective 1-1-2002 the parties agreed to eliminate the payments for 30, 60 and 90 credit hours, and to reduce the payment for BS from 4% to \$.50 per hour. The provisions of Section 14.8 College Incentive Pay notwithstanding, those individuals receiving the 4.00% payment for a B.S. as of 6-26-2001 (James Hook, Michael Mattlin and Ryan Pierce) shall be entitled to \$.58 per hour instead of the stated \$.50. Those individuals receiving the 2.00% payment for 60 hours as of 6-26-2001 (Steve Anderson, Richard Hofmeister, Douglas Kinney, Steve Roland and Christopher Rogner) will continue to be paid an additional \$.29 per hour.
5. **Richard Hofmeister.** The parties are signatory to a collective bargaining agreement covering a unit of certified deputies performing law enforcement duties. Mr. Richard Hofmeister is a certified deputy who has been assigned duties to operate and maintain the Sheriff Department computer system on a full time basis. The duties performed by Mr. Hofmeister are within the County's Information Systems Specialist II classification, which is not a position appropriately included within this collective bargaining unit. In recognition of Mr. Hofmeister's length of service within the Sheriff's Department, the parties agree that as long as Mr. Hofmeister continues to perform the duties of operating and maintaining the Sheriff Department computer system his economic terms and conditions of employment (with the exception of wages, college incentive and longevity) will continue to be

established by the provisions of this agreement. The County may in its discretion establish the wages, college incentives and longevity payments to be paid to Mr. Hofmeister without further bargaining with the Union. In the event Mr. Hofmeister no longer performs this function, the duties to operate and maintain the Sheriff Department computer system may be assigned by the Employer in its sole discretion to non-unit employees.

6. Pension. The provisions of Section 16.0 notwithstanding, the increase to 4.70% will be phased in as follows:

7-1-2008	Employee retirement contribution increases to 2.70%
7-1-2008	Wage scale adjusted up by 1.00%
7-1-2009	Employee retirement contribution increases to 3.70%
7-1-2009	Wage scale adjusted up by 1.00%
7-1-2010	Employee retirement contribution increases to 4.70%
7-1-2010	Wage scale adjusted up by 1.00%

FOR THE COUNTY

Thomas T. Keane
[Signature]
Donald P. Malone

FOR THE UNION

[Signature]
[Signature]
[Signature] 7-18.0

EXHIBIT G

Tuscola County
POAM/Deputies
Employer Proposal
September 8, 2010

JCA 9/16/10
NAA

JA
9-16-10
J
NAA

TUSCOLA COUNTY BOARD OF COMMISSIONERS
AND
TUSCOLA COUNTY SHERIFF
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Letter of Understanding regarding Employees Hired Before 7-01-1997.

The following employees were hired prior to July 1, 1997:

- ~~_____ Gerald Dunham (3-27-1989)~~
- ~~_____ Patrick Finn (9-29-1975)~~
- ~~_____ Richard Hoffmeister (2-12-1982)~~
- ~~_____ James Hook (5-20-1995)~~
- ~~_____ Michael Mattlin (1-9-1993)~~
- ~~_____ John Oliver (1-4-1979)~~
- ~~_____ Ryan Pierce (1-10-1995)~~
- ~~_____ Dale Tompkins (1-11-1997)~~

~~These employees hired shall be given a one time option that must be exercised within one month after ratification to opt out of the following letter of understanding and to have their sick leave, short term disability and long term disability covered by provisions applicable to the rest of the employees. Those employees who do not elect this option will be covered by the following provisions:~~

~~_____ (1) The provisions of Section 11.8 A not withstanding, these employees shall continue to be eligible to accrue up to 1200 hours of sick leave.~~

~~_____ (2) The provisions of Section 11.8 F not withstanding, these employees are not eligible for an annual payoff of paid sick leave.~~

~~_____ (3) The provisions of Section 11.8 G not withstanding, these employees are eligible for a maximum payoff of 960 hours upon termination, retirement or death.~~

~~_____ (4) The Letter of Understanding regarding Sick Leave Bank is not applicable to these employees.~~

~~_____ (5) The provisions of Section 15.14. Long Term Disability Insurance is not applicable to these employees and their Long Term Disability Insurance provision is as follows:~~

Long Term Disability Insurance. The Employer shall provide, at a cost not to exceed \$145.00 per employee per year, disability insurance coverage, which shall pay two-thirds of an employee's monthly wages not to exceed \$1500.00 per month for a period not exceed two years after a thirty (30) day waiting period.

Tuscola County
POAM/Deputies
Employer Proposal
September 8, 2010

~~(6) The provisions of Section 15.4. Short Term Disability Insurance is not applicable to these employees.~~

FOR THE UNION

FOR THE COUNTY
