

In the Act 312 Proceeding between:  
**BARRY COUNTY SHERIFF and**  
**BARRY COUNTY BOARD OF COMMISSIONERS**  
**- and -**  
**POLICE OFFICERS LABOR COUNCIL (POLC)**

MERC Case No. L03 C-1016

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Act 312 Chair: C. Keith Groty, Ph.D.  
Employer Representative: Peter A. Cohl, Attorney  
Union Representative: Jerry Caster, Business Agent

Pre Hearings Held: December 4, 2003 and December 15, 2003

Hearing Held: May 4, 2004

Appearances at the Hearing:

Employer

Peter A. Cohl, Attorney

Steven H. DeBoer, Sheriff

Ken Neil, County Commissioner

Michael Brown, County Administrator

O. William Rye, Personnel Management Consultant

Union

Peter P. Sudnick, Attorney

Jerry Caster, POLC Representative

Nancy Ciccone, Research Analyst

Chris Yonkers, Deputy

Jim Fawcett, Deputy

Nick Seifert, Deputy

Hearing Locations:

Pre-Hearings held in Lansing, Michigan

Hearing held in Hastings, Michigan

## **Background**

Dr. C. Keith Groty was appointed by the Michigan Employment Relations Commission to serve as Chairperson of an Act 312 proceeding involving Barry County Sheriff and Barry County Board of Commissioners, and the Police Officers Labor Council. A pre-hearing conference was held on December 4, 2003. At the conference, Mr. Peter A. Cohl represented the employer, and Mr. Jerry Caster the union. Both these representatives also serve as their respective party panel delegates.

At the first pre-hearing, the petition for hearing was amended, and the parties attempted resolution of the outstanding issues. When resolution was not to be achieved, the parties asked for additional time to review the proposed external comparables and outstanding issues to see if they could either settle or at least narrow the number of issues to be addressed at hearing.

On December 15, 2003, a second pre-hearing was held, and the parties attempted to reach resolution on the comparables to be used at hearing and the outstanding issues. Subsequent to the pre-hearing, the employer had agreed by letter to the list of comparables presented by the union. The agreed upon comparables are Branch County, Cass County, Clinton County, Hillsdale County, Ionia County, Isabella County, Montcalm County, and St. Joseph County. Settlements and contracts from these County Sheriffs' Departments for comparable bargaining units were to be introduced at hearing.

Also at the December 15, 2003 pre-hearing conference, it was agreed that the following were the outstanding issues:

- Wage increases for the years 2003, 2004, 2005;
- Shift premium;
- Holidays;
- Health insurance;

- Gun allowance.

The parties stipulated to the following:

- That all other issues had been settled or withdrawn.
- To waiving the time limits so the case could proceed in conformance with the law, regulations of the Michigan Employment Relations Commission and pertinent legal rulings.
- That all issues are economic and subject to the final best offers for settlement.

Following the hearing on May 3, 2004, the parties agreed to exchange final offers through the chairperson with offers being post marked to him by May 18, 2004. Post hearing briefs were to be sent to the chairperson thirty (30) days following receipt of the transcript from the court reporter. The panel was to meet following receipt of final briefs. The panel met by phone conference on August 6, 2004 and reached settlement on all outstanding issues.

## **Findings and Conclusions**

### **Wages**

The parties in their final offers both agreed to three (3) percent wage increases for each of the three years covered by this contract 2003, 2004, and 2005. They also agreed that these increases should be made retroactive to January 1 of each year for those employees still in the employment of the county or who have retired.

### Health Insurance

The union accepted the employer's position that the prescription co-pay should increase from five (5) dollars to ten (10) dollars. The union also agreed that an employee will pay fifty (50) percent of any increase in health premiums, but not to exceed one (1) percent of the employee's base wage, by payroll deduction.

The parties disagreed as to the effective date of these changes. The employer proposed that the effective date should be April 1, 2003 for the increase in premiums and January 1, 2003 for the subtraction of the drug rider increase cost, while the union proposed October 1, 2003 for the health care cost increase. The cost of this implementation, whichever the date, would be deducted from retroactive pay due following the date of this award.

The majority of the panel in its attempt to balance the total agreement has selected the January 1, 2003 position of the employer for the effective date of the drug rider cost and April 1, 2003 for the increase in health care premium cost increase.

### Shift Premium

The union proposed the creation of a shift premium equal to twenty-five (25) cents per hour for shifts commencing between 11:00 a.m. and 3:59 a.m. The employer proposed to maintain the status quo.

In reviewing the comparables and in attempting to balance the total agreement, the majority of the panel has adopted the employer's position to maintain the status quo on shift premium.

### Holidays

The parties in their preliminary negotiations have discussed various issues regarding holiday and holiday pay. The union proposed three additional holidays as Veterans Day, the day after Thanksgiving, and the addition of Christmas Eve day. In addition, the union proposed that the language of the contract be clarified by stating that the "in the event a bargaining union employee is required to work on a holiday, they shall receive time and one-half for all hours worked in addition to the holiday pay set forth in Section 1." This would also require the elimination of the last sentence of Section 3 (a)(2) and 3(b) of Article XV.

The majority of the panel looking at the comparables with other counties for the number of holidays and other paid time-off, and comparing the total balancing of the agreement, does not accept the unions proposal to add additional days but adopts the employer's proposal to maintain the status quo on the number of holidays. There is agreement to eliminate the last sentence of Section 3 (a)(2) and 3(b) of Article XV, which states "Instead of granting compensatory time off, the Employer may substitute pay for the compensatory time at the rate of straight-time pay."

### Gun Allowance

The employer proposed to eliminate the gun allowance for bargaining unit employees effective January 1, 2005. The union wishes to maintain the gun allowance as compensation negotiated and received in a previous contract. In reviewing the total contract balance concerning all of the issues already settled above, the majority of the panel concludes that the fair and equitable settlement of the gun allowance issue is to maintain it as found in the former contract.

The panel having addressed and awarded on each of the issues still in dispute between the parties sets the effective date of this award as August 6, 2004. There are no other issues outstanding between the parties or before the panel.

The parties have agreed to the implementation of all signed tentative agreements.

### **Award**

#### Wages

2003 – three percent (3%)

2004 – three percent (3%)

2005 – three percent (3%)

Mutual Agreement.

\_\_\_\_\_  
C. Keith Groty, Act 312 Panel Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Peter A. Cohl, Employer Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Jerry Caster, Union Representative

Date: \_\_\_\_\_

Retroactivity of Wage  
January 1 of each year.

Mutual Agreement.

\_\_\_\_\_  
C. Keith Groty, Act 312 Panel Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Peter A. Cohl, Employer Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Jerry Caster, Union Representative

Date: \_\_\_\_\_

### **Award**

#### Health Insurance

The difference in costs of the ten-dollar (\$10.00) drug co-pay shall be effective January 1, 2003 and deducted from retroactive pay until implementation of the program.

The cost of fifty percent (50%) of premium increases, up to one percent (1%) of salary effective April 1, 2003, shall be deducted from retroactive pay and continue.

Employer Proposal.

\_\_\_\_\_  
C. Keith Groty, Act 312 Panel Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Peter A. Cohl, Employer Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Jerry Caster, Union Representative

Date: \_\_\_\_\_



**Award**

Shift Premium

Status quo.

Employer proposal.

\_\_\_\_\_ Date: \_\_\_\_\_  
C. Keith Groty, Act 312 Panel Chair

\_\_\_\_\_ Date: \_\_\_\_\_  
Peter A. Cohl, Employer Representative

\_\_\_\_\_ Date: \_\_\_\_\_  
Jerry Caster, Union Representative

**Award**

Holidays

No increase in the number of holidays but the elimination of the last sentence in section 3 (a)(2) and 3 (b) of Article XV.

Employer proposal.

\_\_\_\_\_ Date: \_\_\_\_\_  
C. Keith Groty, Act 312 Panel Chair

\_\_\_\_\_ Date: \_\_\_\_\_  
Peter A. Cohl, Employer Representative

\_\_\_\_\_ Date: \_\_\_\_\_  
Jerry Caster, Union Representative

**Award**

Gun Allowance

Maintenance of status quo.

Union proposal.

\_\_\_\_\_ Date: \_\_\_\_\_  
C. Keith Groty, Act 312 Panel Chair

\_\_\_\_\_ Date: \_\_\_\_\_  
Peter A. Cohl, Employer Representative

\_\_\_\_\_ Date: \_\_\_\_\_  
Jerry Caster, Union Representative