

# BUTZEL LONG

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*a professional corporation*

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November 8, 2011

William E. Long  
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Lansing, MI 48084

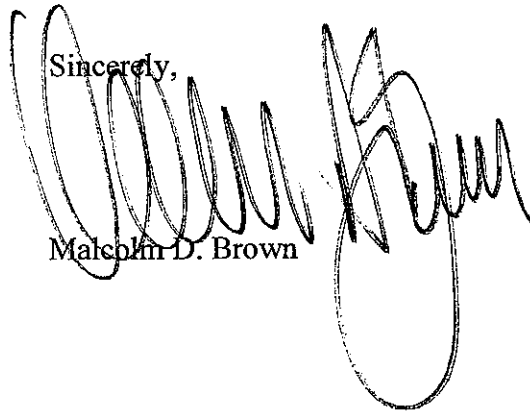
**VIA E-MAIL and  
FIRST CLASS MAIL**

RE: Oakland County –and- Oakland County Deputy Sheriffs Association  
Case No. D09 G-0805 (Act 312)

Dear Arbitrator Long:

Please find enclosed herewith Oakland County's Last Best Offers of Settlement relative to the above-matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Malcolm D. Brown', written over a printed name.

Malcolm D. Brown

cc: James Moore (via fist class mail)

STATE OF MICHIGAN  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
ACT 312 ARBITRATION

OAKLAND COUNTY DEPUTY  
SHERIFF'S ASSOCIATION  
(DEPUTY LAW ENFORCEMENT),  
*Union/Respondent,*

v.

Case No. D09 G-0805  
Act 312 Arbitration  
Arbitrator William Long

OAKLAND COUNTY *and* OAKLAND  
COUNTY SHERIFF'S OFFICE,  
*Employer/Petitioners.*

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**LAST BEST OFFERS OF SETTLEMENT OF**  
**OAKLAND COUNTY AND OAKLAND COUNTY SHERIFF'S OFFICE**  
**(Law Enforcement Unit)**

NOW COMES the County of Oakland and the Oakland County Sheriff's Office  
(hereinafter collectively the "County") and hereby submit their last best offers of settlement:

1. Duration (Article XXVI):

Joint Issue

Economic Issue

Effective date: Date of Award

The County proposes a three (3) year labor contract from October 1, 2009 through  
September 30, 2012.

The following contract language is proposed:

XXVI. Duration

This Agreement shall remain in full force and effect until midnight,  
September 30, 2012. The Agreement shall be automatically  
renewed from year-to-year thereafter unless either party shall notify  
the other in writing 60 days prior to the anniversary date that it

desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than 60 days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the County of Oakland. Each and every provision of this Agreement or any other agreement between the parties shall be in accordance with the law. In the event that any such provision becomes invalid by operation of law, the remaining provisions shall nevertheless remain in full force and effect.

2. Wages (Appendix A-1):

Joint Issue

Economic Issue

Effective Date: See Issue no. 3.

The County proposes the following wage rates:

- a. FY2010 (10-01-09 to 9-30-10): -2.5%
- b. FY2011 (10-01-10 to 9-30-11): -1.5%
- c. FY2012 (10-01-11 to 9-30-12): 0%

No contract language is proposed or needed. The new wage rates will be inserted into Appendix A-1.

3. Retroactivity of wages:

County Issue

Economic issue

Effective Date: Retroactive as set forth in last offer below.

The County proposes the following contract language:

- a. FY2010 (10-01-09 to 9-30-10):

Any wage decrease shall be retroactive. The amount of any retroactive wage decrease granted for FY2010 (10-1-09 to 9-30-10) shall be deducted from the employees' bi-weekly paychecks over a six (6) month period in equal installments beginning thirty (30) days from the date of the Act 312 Award.

- b. FY2011 (10-01-10 to 9-30-11):

Any wage decrease shall be retroactive. The amount of any retroactive wage decrease granted for FY2011 (10-1-10 to 9-30-11) shall be deducted from the employees' bi-weekly paychecks over a six (6) month period in equal installments beginning thirty (30) days from the date of the Act 312 Award.

4. Employee Healthcare Premium Contribution (Appendix B-II-A):

County Issue

Economic issue

Effective Date: Date of Award

The County proposes the following employee healthcare premium contribution:

Appendix B-II. Health Benefits

\* \* \*

- A. Effective [**date of Award**], the employees in this bargaining unit shall make the following healthcare contributions (contributions are bi-weekly, pre-tax). Employees will no longer receive a cash incentive for selecting the PPO or CMM plans:

	<u>Single</u>	<u>2 Person</u>	<u>Family</u>
<u>PPO</u>	<u>\$32</u>	<u>\$65</u>	<u>\$75</u>
<u>CMM</u>	<u>\$ 8</u>	<u>\$20</u>	<u>\$32</u>
<u>HAP</u>	<u>\$52</u>	<u>\$89</u>	<u>\$94</u>
<u>Traditional BC/BS*</u>	<u>\$52</u>	<u>\$89</u>	<u>\$94</u>

\*Employees hired on or after 1/1/2000 or any employee who was eligible and subsequently elected a different plan is not eligible for the traditional health plan.

5. Eliminate HAP as a healthcare choice for employees hired after date of Award (Appendix B-II-A).

County Issue

Economic issue

Effective Date: Date of Award.

The County proposes the following language be added to Appendix B, II-A:

Employees hired on or after [date of Award] or any employee who was eligible and subsequently elected a different plan is not eligible to enroll in the Health Alliance Plan (HAP).

6. Retiree Healthcare Savings Account For Employees Hired After Date of Award (Article XXII)

County Issue

Economic issue

Effective Date: Date of Award

The County proposes the following contract language:

XXII. Retirement Benefits (Employees Hired On Or After 5/27/95)

\* \* \*

- A. \*\*\*\*\*  
B. \*\*\*\*\*  
C. \*\*\*\*\*

D. The Retirement Health Savings Plan, as passed by the Board of Commissioners in Miscellaneous Resolution #05258, shall apply to all employees hired after [date of the Act 312 Award], except that the annual amount to be contributed by the County each year shall be Three Thousand Two Hundred Fifty (\$3,250.00) Dollars. Such employees shall not be eligible to participate in the Retiree Healthcare System as set forth in Appendix B.

7. Employer contribution to the §457 Plan – no present contract language (Appendix B-I):

County Issue

Economic issue

Effective Date: December 31, 2010

The County proposes the following language be added to Appendix B-I as new Section C:

APPENDIX B

I. Fringe Benefits

A. \*\*\*\*\*

B. \*\*\*\*\*

C. The County's match to the §457 Plan shall cease effective December 31, 2010.

8. Defined Benefit Plan Multiplier: Article XXI. Retirement Benefits (Employees Hired Prior to 5/27/95)

Union Issue

Economic Issue

Effective Date if awarded: Date of Award

The County proposes status quo – No change in the defined benefit retirement plan multiplier. It shall remain: 2.2% for the first 14 years of service, 2.5% for all years of service over 14 years.

9. Defined Contribution Plan – Employer Contribution: Article XXII. Retirement Benefits (Employees Hired on or After 5/27/95)

Union Issue

Economic Issue

Effective Date if awarded: Date of Award

The County proposes status quo. The employer contribution to the defined contribution retirement plan for employees hired after 5/27/95 shall remain 10% and the employee contribution shall remain 3%.

10. Annual Leave Accumulation

Union Issue

Economic Issue

Effective Date if awarded: Date of Award

The County proposes status quo. No increase in annual leave accumulation.

11. Compensatory Time

Union Issue

Economic Issue

Effective Date if awarded: Date of Award

The County proposes status quo. No compensatory time.

12. Shift Differential

Union Issue

Economic Issue

Effective Date if awarded: Date of Award

The County proposes status quo. No shift differential for Deputies.

13. Missed Overtime Procedure

Union Issue

Economic Issue

Effective Date if awarded: Date of Award

The County proposes status quo. No penalty for Sheriff's Office if there is missed overtime for a Deputy.

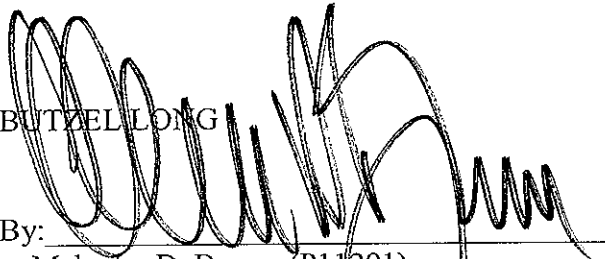
14. Overtime Eligibility (Time Worked v. Time Paid)

Union Issue

Economic Issue

Effective Date if awarded: Date of Award

The County proposes status quo. Overtime provision of Labor Contract, Article XIX and Merit Rule 2.10 to remain the same.

BUTZEL LONG  
  
By: \_\_\_\_\_  
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Dated: November 8, 2011.