

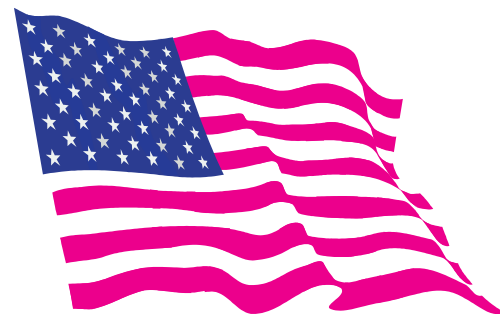


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Law Enforcement JOURNAL

Pre-Convention Issue

Spring 2006



Saving Road Patrols

By Ed Jacques, LEJ Editor

In 1998, the Washtenaw County Jail started experiencing severe overcrowding in its facility. County Commissioners proposed a millage to expand the jail and build a new juvenile detention center within the same complex. The goal was to minimize building costs, maximize efficiency, and streamline services. When the plan was unveiled, juvenile justice advocates and administrators were opposed to it. Their argument was even though the jail and juvenile center were separate buildings they would be in close proximity, making the youths housed there feel like criminals, causing them to continue in a life of crime. Adding to the opposition was a public distaste for higher taxes in the rural areas of the county, causing the millage to fail miserably.

The County Commissioners were desperate to find funding. Their next plan was to eliminate county funded sheriff's department road patrols that had existed for more than 40 years, patrolling 13 of the county's 20 townships. The County Commissioners informed those communities that patrols would only continue if they covered the cost. The County was subsidizing road patrols in communities and townships that contracted for additional sheriff's department services by charging \$70,000 per year per deputy. This was substantially less than the actual cost. The County reassessed its price tag for road patrols at \$109,000 per year per deputy. Municipalities were given three choices; form their own police department, rely on the State Police, which only employs 21 troopers in Washtenaw County, or contract with existing police agencies. The Michigan State Police informed the Commissioners they were underutilized in Washtenaw County and could provide law enforcement services to communities which did not contract for services from

the sheriff's department. The county was quick to act and eliminated 28 general funded road patrol deputy jobs. Political pressure and deal making plus public outcry resulted in the county keeping the contract cost per deputy at \$70,000 dollars.

The county avoided the layoffs through attrition and a package of retirement incentives which resulted in a drastic reduction of the patrol force. Successful in their efforts, the County Commissioners built the juvenile center the voters had rejected, but did not expand the jail. The Commissioners had told the public their new plan of law enforcement would increase the size of the Sheriff's Department. That did not happen.

Over the next two years the County Commissioners became alarmed at the increased cost of overtime for the Sheriff's Department Law Enforcement Division. The twenty eight deputies they had eliminated not only had provided law enforcement services to non-contracting communities but had been used to cover vacancies due to illness, injury, training, special assignments, and vacations in contracting communities. With no deputies to fill in, overtime rose significantly. Studies paid for by the county had told them the only way to decrease overtime was to increase staffing. The Sheriff's Department had always operated at insufficient staffing levels, now the lack of proper staffing was straining the Sheriff's Department budget.

Increased overtime expenses combined with state revenue sharing cuts eliminated the possibility that the road patrol services might help pay for an expansion of the County Jail. As these costs escalated, the County was forced to recalculate the cost of police service. Their research put the cost of a deputy over \$180,000 annually but they knew they



Washtenaw County Deputy Sheriffs' Association President Harry Valentine

couldn't implement the higher rate immediately. The previous two year agreement it offered local communities in 2003 only allowed an annual increase of 6%, forcing the County to pick up the rest of the tab.

While expenses spiraled in Washtenaw County, the State of Michigan also cut its state revenue sharing payments. The County had lost 10% of its budget and had to eliminate jobs, services and programs. Having already cut the rest of the budget, the County Executive and the Commissioners formulated a solution in 2004; a new two hundred million dollar proposal to expand the jail, pay its operating cost, beef up court security, repair infrastructure and build two new courtrooms. The problem was that the new millage also included tens of millions of dollars on support services and alternative programs. The plan was to train all county law enforcement officers to deal with the mentally ill

Continued on page 25

NEVER TOO SOON

2006 is an election year and even though POAM is in the process of interviewing candidates to endorse for elected offices in 2006, in the hyper-political times we live in, it is not too early to begin considering who will be the next President of the United States. POAM has begun to interview viable candidates for the presidency. While in Washington, D.C, POAM had the opportunity to meet with and interview Senator John McCain who was a candidate in 2000 and in all probability will be a potential candidate in 2008. Senator McCain was straightforward, honest and to the point, Senator McCain was very courteous in listening to the concerns and needs of the law enforcement community.



POAM's Legislative Director Kenneth Grabowski, President James Tignanelli and Business Manager William Birdseye discuss law enforcement issues with Senator John McCain.

What is a
past pg. 13
practice?

Signed and Sealed

Agreements gain vital benefits for POAM members

Summaries and highlights of recently completed local contract negotiations and 312 arbitrations



Act 312 Award

Ionia County DSA

Duration: 1/1/2004 – 12/31/2006

Wage issue: Employer offered 1.5%, 2.5%, 2.5%
Union offered 3% each year.

- Arbitrator awarded the employers offer bringing top pay for a Deputy to \$43,115.
- Health care premium sharing: Employer offered 10% of premiums retro-active for years 2004 and 2005, then to 11% for 2006. Unions offer was to raise current cap of \$75 per month to \$100 per month in 2006. Arbitrator chose the union's offer.
- Optical/dental reimbursement: Union requested to increase annual amount from \$500 to \$700 and include out of pocket medical costs. Employer offered status quo. Arbitrator chose the unions offer.
- Workers compensation supplement: Union requested to increase the period of time that the employer provides health insurance for an employee on workers compensation from 4 months to 12 months. Employer offered the status quo. Arbitrator selected the unions offer.
- Pension multiplier: Union was seeking an increase of the MERS 2.25% multiplier to a 2.5% with the employer paying a capped amount of 2% for the benefit and the employees paying any additional cost. Employers offer was status quo. Arbitrator chose the employers offer.

The Act 312 arbitration was handled by Business Agent Jim DeVries who was assisted by POAM Research Analyst Marv Dudzinski and Union President Lynn Crutenden.

Negotiated

Frankfort POA

Duration: 7/1/2004 – 6/30/2007

Wage increases:

1st year
Patrolmen to \$38,884; Sergeants to \$42,098

2nd year
Patrolmen to \$40,050; Sergeants to \$43,306

3rd year
Patrolmen to \$41,252; Sergeants to \$44,661

- PPO1 health insurance paid in full with a 10/40 drug card reimbursed to \$10.

Bargaining team consisted of Robert Lozowski and Grant Sowa who were assisted by POAM Business Agent Pat Spidell.

Negotiated

Ottawa County DSA

Duration: 1/1/2006 – 12/31/2008

Wage increases: 3% each year for deputies and detectives with all other classifications receiving 2.3%, 3.3% and 3%. Top pay for a deputy will be \$55,866 in 2008.

- Increased cleaning allowance from \$300 to \$500 annually.
- Can now use sick time for the purpose of computing overtime when the sick time is used for an on duty injury or illness.
- Increase the amount available for retiree health care from \$8 for each year of service to \$10 per year of service up to a maximum of \$250 per month. Employees who retire under a duty disability receive the \$250 regardless of the number of years.
- Employer to provide a matching deferred compensation plan in addition to the MERS defined benefit plan. Deputy and Detectives will receive a 5% match up to \$1000 in 2006 and a 10% match in 2007. For all other classifications, the deferred compensation match is 10% with the employer conducting a wage study to determine the appropriate rate of pay, which the parties will negotiate over in the next contract.
- Health care premium co-pay will be 6% in 2006, 7% in 2007 and 8% in 2008. Change mail order to 2.3 months prescription amount.

Bargaining team consisted of Matt Van Liere, Dave Prout and Mike Roelofs who were assisted by POAM Business Agent Jim DeVries.

Negotiated

Flint Township POA

Duration: 1/1/06 – 12/31/08

Union gave back five sick and personal days (which can be cashed out if not used) for the following improvements:

Wage increases:

2006	3.75%
2007	3.75%
2008	3.5%

Bringing top pay for a police officer to \$53,314

Longevity was changed from a dollar amount to the following:

6 years	1% of base rate
11 years	1.5%
16 years	2.5%
21 years	3.75%

- Shift differential was changed from 60 cents per hour to 2.5% of base rate
- Cleaning allowance increased from \$120 per quarter to \$150
- Detectives will now get an annual \$500 clothing allowance
- On call detectives will get three hours at 1 and 1/2 for being on call for the week
- Life Insurance was increased from \$40,000 to \$60,000
- Retiree health care coverage will now include dependent children
- Up to \$500 bonus for passing physical fitness test

Bargaining team consisted of President Jeff Hovey, Katerie Hohn, Brent VanNorman and POAM Business Agent Jim DeVries.



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**More Signed and Sealeds
on pages 21 and 35**



From the President's Desk

by Jim Tignanelli

Join Us in D.C. and G.R.

Our annual trek to the Law Enforcement Memorial during Police Week in Washington D.C. is just around the corner. The candlelight vigil, which occurs each May 13th, has been described by many as perhaps your best and worst day all at once. There is some comfort to be found standing among so many family and friends of our fallen comrades. It is such a somber and respectful evening; I just cannot begin to describe it. You must find time to attend it. The memorial site is simply perfect in its setting. (www.nleomf.com)

When the Memorial first opened, I was able to see just how respectfully it had treated Al Desmet. Al had worked midnights in Roseville for many years prior to his senseless killing. I thought I'd never have a friend's name appear on the wall after that and then, in a matter of only a few months, we lost Dick Vauris from Clinton Township and perhaps the smartest guy I ever worked with, Chris Wouters. No doubt, most of you can recall a story about one of the names on those walls. Take the time to remember...right now.

A few years back, I concluded that the Honor Guard Teams that make all of us so proud as they stand vigil at the Memorial needed a place to relax, eat and drink with their family and friends while in DC. Frequently, our friends stay some distance from the Memorial and it is difficult to find a good place where uniforms are welcome. When we organized our first Michigan Police Reception, I was afraid no one would come. To my surprise, hundreds did. This year we will be hosting an informal gathering at the Tune Inn, which is located at 331 Pennsylvania Avenue S.E. It is just across from the Capitol and will be very convenient to the activities which also take place on the steps of the Capitol at noon on May 15th. We will be

there from twelve o'clock on and hope you can join us. Even though it's a short walk, we will have a van with POAM insignias on each side making runs from the Capitol to the Tune Inn all afternoon.

If that's not enough, please take the time to join us at our Congressional Reception on Tuesday the 16th. Last year, all of our congressional representatives either attended or sent their Chiefs of Staff to the event. It is a great opportunity for you to meet our elected officials and for POAM to show legislators the professionalism of our members. I'll be sending out details of the time and place to local presidents in the near future. The information will also be posted on our website, www.POAM.net.

By now your local leaders should have received at least two mailings regarding the annual POAM convention in Grand Rapids. Our seminar on June 1st will be one of our best ever. Frank Guido and his staff will be presenting a number of scenarios on what to do as the local official when an emergency call comes or the disciplinary hearing requires your attention; etc. This is truly need-to-know information. Please try to attend. It is open to all of our members but you must pre-register. With this being an election year, I'm expecting a number of political leaders to join us at the business meeting on June 2nd. We have a great agenda planned, including our Police Officer of the Year Awards.

Never give up! Remember,

"The greater danger for most of us is not that our aim is too high and we miss it, but that it is too low and we reach it."

- Michelangelo

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Vice-President's Viewpoint

by Dan Kuhn

Big Wheel Keeps on Turning

I would like to begin my first column as POAM's Vice-President by acknowledging my predecessor, Wayne Beerbower, who is now a full time POAM Business Agent. Wayne has been a staunch advocate for all police officers in his role as our vice-president. What makes Wayne so successful as a spokesman for POAM is his dedication and professionalism. Wayne Beerbower has been a shining example of the quality of people that work for POAM.

I also need to thank my previous Chief of Police and inaugural winner of the POAM Horses' Ass Award, James B. Golden, for helping me get to where I am today. I was wrongfully terminated twice by the former Chief and the ensuing representation I received from President Jim Tignanelli and Lead Counsel Frank Guido forged my commitment to POAM forever. The sense of obligation I felt lead to my involvement in our local union, serving on the POAM Executive Board and now acting as it's Vice-President.

The most significant feeling I experienced after being named V.P. was one of extreme responsibility. Every police officer deserves the same expert representation that I receive as a member. When I meet with legislators or

other prominent people in our profession, I still represent police officers from Saginaw, but also Deputies from Macomb County, Corrections Officers from Clare County, Command Officers from Benton Township, Dispatchers from Wyandotte and over 11,000 other law enforcement personnel from across the state. I learned early on in Saginaw that when a group as dynamic as ours bands together, it makes us a formidable adversary. I have also learned that the most desirable relationship is when labor and management foster a mutual respect and appreciation for one another. Our greatest accomplishments will come when that partnership exists and we all need to embrace that notion.

I also believe that in order for POAM to continue offering superior programs, service and staff, we need to continue the growth that we've experienced over the last decade. I will continue to be a strong voice and active in encouraging other law enforcement groups to consider POAM as their union of choice. If any member has an idea or a suggestion on how we can improve ourselves, please feel free to let me know.

Thank you for your trust and the privilege to serve.



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The Treasurer's Ledger

by William Birdseye

New order of events more accomodating

By the time you read this article you should have already received two mailings from our office about scheduled events for the 2006 POAM Annual Convention. Hopefully, you've already called the Amway Grand Hotel, made your reservations and secured the POAM room rate. If not, do so as soon as possible.

Every year, your POAM Executive Board meets immediately after the seminar and conference to invite suggestions on ways we can improve the experience. Wednesday's events have remained the same as in previous years. This year's seminar will be: What is a Local Leader's Responsibility in a Critical Incident? This is an important topic because there are legal ramifications if the affected party and/or union representative don't follow prescribed protocol. What is and what's not protected speech will be just one of the issues discussed in our symposium. Delegates have a choice on Wednesday evening of attending a first class cigar smoke or the very popular POAM Poker Run, which coincidentally, was an idea hatched in one of our post convention meetings.

Event changes begin on Thursday June 1 with our convention meeting and Po-

lice Officer of the Year Award ceremonies beginning at 12:00 noon. This will allow exhibitors the time to set up their displays in time to meet with attendees by 11:00 a.m. to offer exclusive programs and special attention to members. The feedback that we've been receiving indicates that scheduling our business meeting on Thursday will also improve attendance. The cocktail reception, entertainment and hospitality room remain on Thursday evening. The POAM Golf Outing and Fishing Derby have been moved to Friday morning June 2. We've secured the Boulder Creek Golf Club, a more prestigious course located in closer proximity to the Amway Grand Hotel. Fishing is still on the agenda as anglers leave early Friday morning for Lake Michigan in an attempt to duplicate last year's tremendous catch. A large breakfast will be served throughout the morning and golfers and fishermen can head for home immediately after their outing.

It appears that this new agenda is an improvement on an already successful function. However, any and all members are encouraged to speak with the POAM Executive Board during the convention and voice any new ideas or modifications that will enhance the conference. POAM is dedicated to guaranteeing its local units an organized, informative, convenient and stress free conference.



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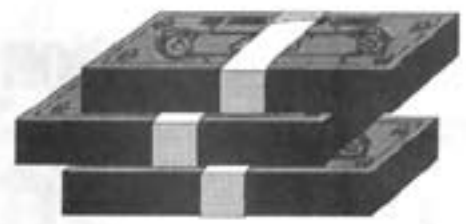
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Secretary's Notepad

by Marv Dudzinski

Binding Arbitration Benefits Both Parties

It's one thing when employers' associations propose legislation that will gut or eliminate Public Act 312, that's been going on for decades. Your POAM Executive Board will continue to inform the public on its benefits to all Michigan citizens. However, it is very troubling to see that a few local newspapers, in their editorial sections, have called for the repeal of the law that provides compulsory arbitration when an impasse in contract negotiations occurs between a municipality and its police officers. What's most annoying is that none of their writers bothered to ask POAM for an opinion on the subject.

The unfortunate fact is that some readers believe everything they see in print. Not informing them on the entire arbitration process or soliciting a qualified rebuttal is malfeasance on their part. Maybe we should ask the Michigan Employment Relations Commission (MERC) to eliminate the word "award" when describing decisions made by its neutral arbitrators. The word award implies that one has received something special, above and beyond any reasonable expectations. Protecting or minimizing a cut in a medical benefit, pension plan or cost of living increase does not fit that definition.

Insinuating that some Cities' and Counties' financial hardships are caused by the arbitration process is ridiculous. Although POAM's record in 312 hearings is the best in the state, any reporter worth his or her salt would discover in recent years that employers have prevailed in a majority of the decisions. The bottom line

is that Act 312 forces both negotiating teams to present it's most reasonable offer at the bargaining table. The total compensation package that an employer offers has a direct link to the quality, morale and length of employment of their work force. The elimination of binding arbitration would eventually lead to high turnover in Michigan's police departments and lower hiring standards for many of those communities.

Since P.A. 312's inception in 1969, POAM has consistently been its leading advocate. I hope everyone read the article in the most recent Law Enforcement Journal when the POAM Executive Board and it's local union leaders hosted a reception in Lansing to educate our legislators on this paramount issue. Because of term limits, you can bet that similar meetings with elected officials will be a regular event on POAM's calendar.

Compulsory arbitration is the foundation of your collective bargaining rights. It guarantees Michigan's residents, especially those in large urban cities or smaller rural townships, that their local police or sheriff department employs competent law enforcement professionals. POAM members and local Executive Boards should be writing, faxing, e-mailing and calling their elected State Representative to weigh in on this issue. Don't wait until some uninformed politician makes ridiculous campaign promises at the expense of your family and career.



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BOAT VS. YACHT INSURANCE:

What POAM Members Need to Know Before Launching this Spring



Unlike a typical homeowner's or vehicle insurance policy, the language in boat and yacht policies can vary tremendously. It's a good idea to check your coverages before you launch this Spring.

This is good advice for POAM members, because insuring a boat is completely different from insuring a yacht. Yachts are classified as vessels 27' or more in length, while boats are 26' or less.

A yacht policy offers a deductible of up to 3 percent for any hull damage. However, deductibles for a total loss, marine electronics loss, or a windstorm loss can vary. By contrast, a boat policy offers a flat deductible, typically of \$250, \$500 or \$1000.

Yacht "agreed to value" insurance policies provide for all damages incurred, except specified items. This coverage also does not reflect depreciation or market values, which means you will get a greater settlement in the event of a claim because in a typical "actual cash value" boat policy, depreciation and market values are subtracted from the payoff you receive.

The protection and indemnity (liability) feature of yacht insurance provides broad coverage especially designed to shield you from the effects of maritime law. Your coverage is much broader than with a typical watercraft liability policy, and offers protection to permissive users as well as salvage to a damaged yacht, legal liability to remove a sunken wreck and uninsured boater coverages. In a typical boat policy only general liability protection is included.

Another difference between most yacht and boat policies is that in yacht policies your legal defense is in addition to protection and indemnity limits, while boats offer legal defense within the limit of liability.

Yacht policies have warrantees including the sea worthiness, the navigation limits territories, and the navigation lay-up limits. Boat policies do not require warrantees.

AGREED TO VALUE POLICY WITH REPLACEMENT COSTS	ACTUAL CASH VALUE POLICY	MAJOR BOATING ASSOCIATION POLICY
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REPAIR COST \$21,000	REPAIR COST \$21,000	REPAIR COST \$21,000
	LESS DEPRECIATION -7,000	LESS DEPRECIATION on PAINT & GEL COAT -3,000
LESS DEDUCTIBLE -1,000	LESS DEDUCTIBLE -1,000	LESS DEDUCTIBLE -1,000
YOU RECEIVE \$20,000	YOU RECEIVE \$13,000	YOU RECEIVE \$17,000



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EXAMPLE of Boat vs. Yacht Insurance Policy

What would your current policy pay if you needed to collect from a claim? The following are three examples of policies insured for the same amount, with the same deductible. The claim is for both cosmetic and hull damage to a 1999 boat with a repair estimate of \$21,000. No other parties are held responsible for damages.

The difference between the amounts paid is based on the policy's fine print. The bottom line is not the amount of your policy premium, but how much you will collect at the time of loss.

As you can see, if you have a boat greater than 27', you should consider the value of yacht insurance.

Carefully crafting custom policies that reflect your specific needs is one of the most important services your insurance agent can provide. If you have questions regarding your vessel's insurance needs, please contact Eric Kinney at Fritch-Kinney Marine Insurance, the marine division of ALCOS, at 888.417.BOAT or email Eric at ekinney@alcos.com.

For more information on maritime law, visit www.admiraltylawguide.com

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By Ed Jacques, LEJ Editor

Barry Howard



You probably know him from his stirring descriptions of the circumstances surrounding POAM's Police Officer of the Year Awards. If you're an old timer you know that Barry Howard has done it for over 20 consecutive years. What you need to know is that Barry is not only a respected dignitary but helped lay the foundation for what POAM has become today.

In 1976, only 28 years old and a recent graduate from the University of Detroit Law School, Barry began working for a law firm that represented Southfield police officers. Southfield, Pontiac and a few other police groups were part of a relatively new and inexperienced labor organization called the Police Officers Association of Michigan. Some of Barry's early accomplishments were obtaining a restraining order preventing the City of Portage from changing terms and conditions of employment after their police officers contract had expired but before a scheduled 312 arbitration hearing. Barry also helped organize deputies in Oakland County when one of his clients in the department had been charged with assaulting a prisoner. Garrity was in its infancy, and many prosecutors refused to acknowledge police officers' rights. Along with POAM employees Ann Maurer (labor economist) and Bill Birdseye (312 advocate), Barry assisted in the initial development of a scientific approach to presenting cases in a 312 hearing. Over time, these tactics have been proven successful and are the bedrock for today's POAM's Research Team when preparing for binding arbitration. Even as POAM continued on its quest to become a full service union new members were still hard to find. In those days, if Barry wanted to get paid, he had to go out and help POAM recruit. Barry affectionately refers to this era as being like the "Wild West". "We were recruiting groups that had belonged to the FOP or Teamsters their whole career and some of the meetings got pretty heated up," said Barry. "I was POAM's retained attorney but also the organization's biggest creditor," he joked. "I remember when POAM moved its office from Orchard Lake to Livonia and I had to accept the leftover furniture that they couldn't move in lieu of my fee."

Barry smiles when he recalls one of his first big cases and how he met POAM Lead Counsel, Frank Guido. A Dearborn member had been accused of stomping a puppy to death and to make matters worse the acting police chief was an American Kennel Club Judge! Frank Guido was a Dearborn Assistant City Attorney at the time and with POAM's blessing became an associate in Barry's law firm. In 1985, Frank Guido became POAM's General Counsel with Barry remaining Of Counsel until 1989 when he was appointed as a Circuit Judge for the 6th Judicial Circuit in Oakland County.

Barry Howard was instrumental in securing POAM's first major political endorsement for Jim Blanchard in 1982. Blanchard won the governor's job and politicians took notice of how powerful law enforcement's endorsement can be. Barry credits current POAM Legislative Director Ken Grabowski who became a board member in 1985, for the political influence POAM has today. "When Kenny started walking the halls in Lansing he created a lot of attention that was beneficial to POAM's political agenda. Hiring former Minority Speaker of the House Mike Bush as POAM's full-time lobbyist in Lansing was a perfect move," added Barry. "Employing Dennis McGrann to represent POAM exclusively in Washington D.C. puts the organization in a league by itself."

Barry credits his connection to POAM as beneficial in his appointment to the Oakland County Circuit Court. That may be true but the facts are that Barry was re-elected to that position in 1990 and 1996 in a predominately Republican county. At the time only three out of 21 circuit judges were Democrats. Barry served as Chief Judge of the Court in 2000 and 2001 and was elected President of the Michigan Judges Association in 2000. Judge Howard was also selected as one of the top five most respected judges in the state by a WDIV-Channel 4 Lawyers Survey conducted in 1995. Barry has also been instrumental in helping POAM forge strong relationships at all levels of the Judiciary.

Barry's connection to POAM stays in place by maintaining the personal friendships that he developed throughout his career, attending special functions and continuing an active role in POAM's Annual Convention by honoring its Police Officers of the Year. "Over the last 20 years, I've seen POAM mature and grow into the dynamic full-service labor union it is today. Experienced Business Agents, the advent of a Research Team and Frank Guido's staff of in-house attorneys were pipe dreams 20 years ago," says Barry. "And Jim Tignanelli serving as the group's president has added to the prestige and image of POAM. He's an excellent voice for the group."

There was a time when Barry read every story honoring the Police Officer of the Year recipients. Barry has recently limited his oral presentation to a couple honorees and has shared the privilege with other dignitaries such as Governors, Michigan Supreme Court Justices, Lieutenant Governors, Attorney Generals, members of the Michigan Court of Appeals and prominent politicians. "The stories are always emotional, sometimes personal and inevitably very exhausting," comments Barry. "Besides, I really enjoy allowing some of my colleagues the opportunity to experience that special moment." Barry adds, "I'll never forget where I came from and the POAM convention triggers happy and tragic memories from the past. I've developed a love and respect for law enforcement professionals. There is a true bond there, like a band of brothers, and I never want to miss a chance to be a part of it."

Barry Howard is currently Of Counsel to the Law Firm of Lipson, Neilson, Cole, Seltzer and Garin, P.C., specializing in alternative dispute resolution. Barry confirms that his special method of mediating and arbitrating cuts down on arguments by 25-75%, benefiting all affected parties.

POAM Business Manager, Bill Birdseye credits Barry for counseling the organization through its early years. "It would have been hard to survive the tough times without his guidance. After we paid our operating expenses there was little money left to reimburse our attorney," joked Bill. "The entire staff, including Barry, were part of the team and we all struggled together." It's that same attitude Birdseye was looking for when he decided to hire Frank Guido as POAM's in-house General Counsel. "Bill was looking for the same loyalty and 'esprit de corps' that he was lucky to have with Barry," notes Frank. "Those same qualities and strength of character are attributes that I have emphasized when interviewing lawyers when we expanded our legal department." "Barry is popular with POAM members because of his history, but especially since Barry treats everyone he meets with dignity and respect," said long-time pal Jerry Radovic.

The only annoying thing about Barry Howard is that he looks 20 years younger than his 50-something age. "I weigh exactly the same as I did when I graduated law school," brags Barry. His advice to a jealous Jerry Radovic and others is "everything in moderation." Barry also works out seven days a week for at least one hour. Barry is particularly proud of his family. His oldest son Brian, 30, is a University of Michigan graduate and practicing law for a real estate firm in Chicago. Brian is married to Rebecca who is the vice-president of a large finance company and they have blessed Barry with his only grandchild to date, Zachary. David Howard, 28, is a WMU graduate living in Kalamazoo and is a partner in a Red Bull distributorship with his brother, and Barry's youngest son, Chad, who lives and works in Lansing. Believe it or not there is a better half of Barry Howard. That would be his lovely and supportive wife Cindy. Cindy serves on the board of the Michigan Animal Rescue League and takes care of the family's four dogs.

"My association with POAM is something I'm very proud of," says Barry. "It's filled with fond memories and friendships that will last my entire life." That feeling is mutual.

Barry Howard at the 1987 Delegates Meeting held in Port Huron. This was the last conference before moving the event to Traverse City.



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May 13 - Saturday	Concerns of Police Survivors Seminars
May 13 - Saturday	18th Annual Candelight Vigil at 8:00 p.m.
May 14 - Sunday	Concerns of Police Survivors Seminars 11th Annual Law Ride 4th Annual Steve Young Honor Guard Competition 11th Annual Emerald Society & Pipeband March & Ceremony
May 15 - Monday	<i>Michigan Police Reception hosted by the Police Officers Association of Michigan (POAM) at the Tune Inn - 12 noon 'til 5 p.m.</i> 25th Annual National Peace Officers' Memorial Day Service FOP/FOPA Wreathlaying Ceremony
May 16 - Tuesday	5 p.m. - <i>Police Officers Association of Michigan (POAM) hosts Congressional Reception in the Mansfield Room (S207) - U.S. Capitol</i>

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WHAT CONSTITUTES A PAST PRACTICE ?

The most often-cited reference to “past practice” is the article by Arbitrator Richard Mittenenthal entitled “Past Practice and the Administration of Collective Bargaining Agreements”. 59 Michigan Law Review (1961).

Arbitrator Mittenenthal’s definition of past practice is: A course of conduct that is the understood and accepted way of doing things over an extended period of time, and thus, mutually binding and enforceable. This is a simple and straightforward definition.

The Purpose or Significance of the Past Practice

One purpose is to clarify an ambiguous contract provision. For example, if the contract states that employees get overtime for work in excess of 8 hours a day, and the contract does not state what a “day” is, one side will argue that a day is midnight to midnight. The other side will argue that a day is a 24 hour period, beginning with an employee’s shift. This dilemma would be resolved by looking to the practice, so long as it has been handled consistently.

Another purpose is to give specificity to a general contract benefit or limitation. For example, just cause is a general statement. In some workplaces, just cause is given some specific definition by the existence of past practice.

Still another purpose is to fill a gap in the agreement. If a contract deals specifically with one workplace rule in great detail, but then leaves a gaping hole in a unique way, arbitrators resort to a past practice analysis in order to determine what the parties intended.

Finally, the purpose may be to create an entirely new benefit outside the contract. Let us assume that a contract provides, among other things, that promotions are based on seniority when qualifications are equal in all other respects. Yet, both parties recognized a practice that if an employee worked more than 50% of the time in a higher level classification with pay for it, then that employee was entitled to the promotion, despite what seniority might determine. Now, the union alleges that the company is handpicking people for promotions by temporarily assigning them to higher classifications, and thereby skirting the seniority provisions in the contract. Is this a past practice? Some arbitrators would hold that it is.

Occasionally, a past practice is used to modify, amend or even contradict a clear and unambiguous provision of the contract. The underlying theory here is that the parties have the right to amend their contract during the contract term, unless the contract expressly prohibits amendments, whether by conduct or words. The majority of arbitrators have found that past practice cannot modify, amend or contradict the contract. But there are arbitrators who will permit it, if the proof is clear.

Past Practice: Sub-Issues

Using Arbitrator Mittenenthal’s definition, several sub-issues have been vigorously argued in arbitration. First is the issue of clarity. Assume that the alleged practice is providing a 20-minute break in the afternoon, when the contract does not say anything about breaks. In this context, clarity means that the testimony at the hearing must be clear and specific. The union cannot call a witness who is vague. The witnesses must be able to state the length of the break, under what circumstances it has been enjoyed, how often, etc.

Second, the witness must also be certain. The witness should not say, “it was my impression,” or “I think it was.” The most troubling testimony is when the witness says, “It was my understanding that . . .” To arbitrators, this witness sounds ambiguous and lacks personal knowledge.

Third, consider the sub-issue of consistency. In the above example, the union needs to show that the break was regularly taken.

The fourth sub-issue is repetition. It’s a key element that the practice be repeated. If the break is daily, witnesses must testify to that effect. While consistency refers to the kind of practice, repetition refers to the number of breaks.

The next sub-issue, and perhaps the most important in this example, is that the practice was accepted by both parties and integral to the employment relationship. Further, that it was matter of an obligation, and not something that was convenient or by happenstance. In the example of the afternoon break, testimony must show that the supervisor knew and accepted and approved the break. In this way, you can argue that the practice was mutually binding.

Mutuality

Over the years, a division has occurred over the kinds of cases which deal with past practices. On one side are benefits and working conditions. On the other side are management functions. The distinction is that the contract covers the first category. These are tangible benefits to the employees and in these kinds of cases, a past practice can arise that is mutually binding.

Some arbitrators would say that in the second category - assignment of work, establishment or hours, - past practices cannot arise. This is particularly true when the management function was not done out of any obligation to the union. For example, management can have an 8 a.m. start time for several years, and then decide to change it to 8:30 am.

The most famous citation to this latter point is by Arbitrator Harry Shulman, sitting as an umpire in Ford Motor Co. cases, who ruled that a practice cannot be binding simply because it existed. In Shulman’s view, the practice had to arise out an agreement and it was the fact of an agreement between the parties that permitted the arbitrator to enforce a past practice.

Arbitrator Shulman is also often cited because he used colorful language to describe the proof in past practice cases: “A bog of contradictions, fragments, doubts and one-side views,” which came out of the mouths of witnesses. Ford Motor Co.-UAW, Opinion A-278, 19 LA 237 (1952).

If you need an agreement from which the past practice arose, as Shulman required, there are two ways for the agreement to exist. The agreement could either be explicit (there was an oral agreement) or by conduct. Conduct can take the form of acquiescence or concessions on the part of the employer or union. For example, the failure of the union to file grievances or management’s recognition of past grievances as legitimate may be enough of an “agreement” from which to find that a past practice existed.

Scope of Past Practice

To determine the scope of a past practice, you need to determine the circumstances under which the practice arose. The rule is that these circumstances limit the scope of the practice. Thus, if the circumstances change, the practice may change. If the circumstances expire, the practice expires.

If the circumstances stay the same, then the practice is binding through the duration of the contract. In essence, the practice becomes an implied term of the contract.

Another rule is that the practice can be terminated by either party during the negotiations following the expiration of the agreement. All that either party needs to do is state during negotiations: “We no longer will abide by that practice.” However, if you do not make such a statement, the succeeding contract is silent, and the circumstances stay the same, then the practice continues and is binding during the term of the next agreement.

It is important to differentiate between the nature of the practice and the consequences of the practice. Arbitrator Mittenenthal illustrates this point by an example of two work groups of electricians in one plant, with different foreman. One group handles installation of new equipment and the other group handles maintenance and repairs. Over the years, the employer had approved overtime for whichever group that was working the job at the time. In implementing this practice, the total amount of overtime between the two groups was approximately equal. The union claimed that the equalization of overtime had become a past practice and thus, overtime must be equally shared. But that is a mistaken analysis because the groups are different and earn overtime differently. It was coincidence that the result of management’s automatic assignment of overtime to the group on the job was equality between the two groups. The arbitrator would not be persuaded to find a past practice based on the consequence or result; the arbitrator must look to the nature of the practice.

Contractual Recognition of Past Practice

Another aspect of this issue are “maintenance of condition clauses” which seek to maintain past practices. For example, a letter of agreement can be appended to the contract which says that proven past practices will continue in force and effect.

Continued on next page.

Continued from previous page.

unless agreed to the contrary. Or the letter of agreement will refer generically to all past practices, but not say what they are. Another possibility is that the agreement contemplates that the parties can create a practice during the agreement.

Some contracts seek to eliminate past practices by using zipper clauses or "entire agreement" clauses. For example, the contract could say "we hereby eliminate all past practice, except the following. ... " But even with that language, a practice can re-arise under the contract term. One can even re-invent the practice in order to continue it.

Problems of Proof

The most difficult matter is coming up with the proof to prove that a past practice exists. Advocates should note the importance of presenting evidence that addresses these issues:

1. How strong is the evidence that the course of conduct was generally understood?
2. How long is long enough to establish longevity? This will vary based on all of the circumstances, including industry and the nature of the practice.
3. How often is "repetitive" enough?
4. How to prove "mutuality"? By explicit oral agreement, silent acquiescence, specific acts or omissions, lack of grievance by Union protesting management actions, or by Management granting of previous grievances.
5. Confine the claim and evidence to what is provable in the scope of the alleged past practice.
6. Anticipate the arguments from the other side, and address them.

Arbitrator Paul Glendon notes these pitfalls for advocates:

7. Alleging more than you can prove.
8. Attempting to expand the scope of the alleged practice beyond originating circumstances.
9. Failing to recognize changes in such circumstances and attempting to enforce practice after basis for it ceases to exist.
10. Failing to offer effective and specific evidence to rebut claim of past practice.
11. Placing too much stock in "zipper" and similar clauses, and not remembering that courts and labor arbitrators view labor agreements as contracts that govern and reflect dynamic, not static, relationships.

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Active Shooter Response Training:

A Modern Police Necessity

By Frank Borelli

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With the advent of Active Shooter training that has developed in response to incidents like the Columbine High School shootings, the law enforcement community has come full circle. In response to critical incidents that the “average” cop was once called on to handle, Special Weapons And Tactics (SWAT) teams were developed. Alongside that development, police doctrine and training changed so that the patrol officer wasn’t required to handle hostage and barricade situations. “Surround and contain” became the patrol doctrine norm so that SWAT could be called out to work with negotiators in resolving the situation. With regard to incidents like the one at Columbine High School, the law enforcement community has had to evolve again to depend on patrol officers to take aggressive action to resolve deadly situations. Let’s take a look at some of the incidents that spawned SWAT teams and then those that have mandated a more aggressive response from patrol officers.



August 1, 1966: In Austin, Texas Charles Whitman, posing as a maintenance worker, rolls a footlocker into the clock tower building on the campus of the University of Texas. Whitman’s first victim (at the tower) was a maintenance worker that he murdered before taking up his position near the top of the tower. Trained to shoot by the United States Marine Corps and armed with a small arsenal which contained three rifles, a sawed off shotgun, two handguns and hundreds of rounds of ammunition, Whitman had planned a long siege as displayed by his also carrying up a five-gallon container of water and some sandwiches.

Whitman’s planning and execution actually started well before his arrival at the tower. He had murdered his mother by shooting her in the back of her head in her house and then he returned to his own residence where he stabbed his wife to death. At the clock tower Whitman showed no mercy as he killed 15 people, including an unborn child, and wounded another 31, some of which were as far as two blocks away. The incident was resolved by just two officers who entered the building via an underground passage and then climbed to Whitman’s position. As they advanced on Whitman he turned and fired at the officers both of which returned fire - one with a handgun, the other with a shotgun - killing Whitman and ending his murderous spree.

The “Texas Tower” incident served as the catalyst that spurred many police departments to begin the development of special teams to deal with these critical “out of the ordinary” incidents. Within a few years, the Watts Riot in Los Angeles would cause the LAPD leadership to realize that they needed a specialized response to uniquely dangerous situations. By 1971, LAPD had officers assigned full time to the SWAT detail. Across the country, agencies with enough personnel were performing similar actions. In the late sixties and early seventies, the police departments had a pool of recently discharged Vietnam Veterans - combat tested troops - that would form the core of some of the most effective SWAT teams as they grew.

The need for SWAT was proven time and again. In 1984 in San Ysidro, California, James Huberty went into a McDonald’s restaurant where he killed twenty-one people and injured eleven more. He was neutralized by a police sniper. In 1997 in North Hollywood, California, two suspects working together went on a robbery and shooting spree that wounded thirteen people. One of the suspects committed suicide while the SWAT team neutralized the other.

In April of 1999, two high school students went on a killing rampage in Littleton, Colorado at Columbine High School. Eric Harris and Dylan Klebold killed 13 people and injured another 35. Using four guns and more than 30 homemade

explosive devices, the two students walked the school shooting freely until they committed suicide together. At approximately 12:30, about an hour after they had started, the killers were dead and the SWAT teams outside still didn’t even know how many shooters were involved. The patrol officers who had responded did exactly what they were trained to do: they surrounded the building and maintained a perimeter to wait for command authority and SWAT teams to arrive to handle the situation.



The Columbine High School incident, eventually to be called “the Pearl Harbor of Active Shooters” brought to the forefront the fact that police departments could no longer depend on the special skills, weapons and tactics of SWAT teams in resolving some incidents. The emotional and analytical aftermath of the Columbine High School killings has driven police departments across the nation to take

a new approach: training patrol officers to specifically and efficiently deal with the Active Shooter scenario.

In the Columbine High School situation, and quite understandably so, some of the victims’ parents were upset that the first responding patrol officers waited outside while the shooting continued inside. From the parents’ point of view the police officers stood around in relative safety while the children were being killed and one teacher was bleeding to death. The truth was that those officers were doing exactly what they had been trained to do, and most probably exactly what their departmental policies dictated they do. No parent who has lost a child wants to hear about “training and policy”. They want to know what the police are going to different; what is going to be changed to stop this from happening again?

The answer is new training and policy sweeping across the nation to deal with “Active Shooters”. “Active Shooter” is defined as: Suspect(s) activity is immediately causing death and serious bodily injury. The activity is not contained and there is immediate risk of death or serious injury to potential victims. The Active Shooter scenario is dynamic, evolving very rapidly, and demands an immediate deployment of law enforcement resources to terminate the life threatening situation. “Immediate deployment” doesn’t usually apply to SWAT teams unless they are on the scene as the situation unfolds. Immediate deployment is more likely going to involve the first officers on the scene taking aggressive action to find and neutralize the Active Shooter(s).

That is not to say that all Active Shooter situations have to be resolved by the first responding officers. An Active Shooter can decide at any point to take a few hostages and “hole up” to try and negotiate for freedom or even simple survival. Once this transition to a static barricaded situation occurs, then a perimeter can be set up and SWAT deployment awaited. This is exactly what happened in Wilkesburg, Pennsylvania in March of 2000. Ronald Taylor began as an Active Shooter in a restaurant, killing three and wounding three more, before he barricaded himself with five hostages in a senior center. At that point the situation became a static hostage situation and it was appropriate for the police on scene to secure a perimeter and let the negotiators and SWAT teams resolve the situation.

So, prior to 1966 and the basic birth of the SWAT concept, all situations were handled by whichever officers got there first and could formulate/execute a plan to deal with the incident. After the era of SWAT began, patrol officers weren’t required to be as aggressive and to assume such immediate risks as pursuing armed active gunmen into whatever environment they’d chosen to hunt that day. Almost forty years later we’ve reached a point where we now have to teach the “average” patrol officer that aggressive high-risk find-and-kill mission again. Not tak-

Continued on next page.

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ing anything away from the value of SWAT, we've recognized that to wait for their deployment amounts to negligence in some circumstances.

Active Shooter programs have cropped up all over the country. They are being taught to agencies with as few as five members, and by agencies whose sworn members number in the thousands. Commercial training entities offer Active Shooter Instructor programs and they probably can't schedule them often enough. What is making the demand so high for this training? The terrorist attacks of September 11, 2001. When foreign terrorists declared war on our country and killed thousands of our citizens, a new ugly reality slapped America in the face: there are people in the world willing to come to our shores and kill innocent citizens for reasons we will never understand or comprehend. Who are the most innocent? Our children.

As first responders to virtually every violent 911 call, our patrol officers might very well find themselves facing an Active Shooter who is a foreign terrorist armed with several weapons and more than willing to die for his/her cause. As those responsible to "protect and serve", the first responders won't be able to set up a perimeter and wait for the SWAT teams to arrive and resolve the situation. The first responders will have to aggressively close on the Active Shooter and neutralize him/her by arrest or termination.

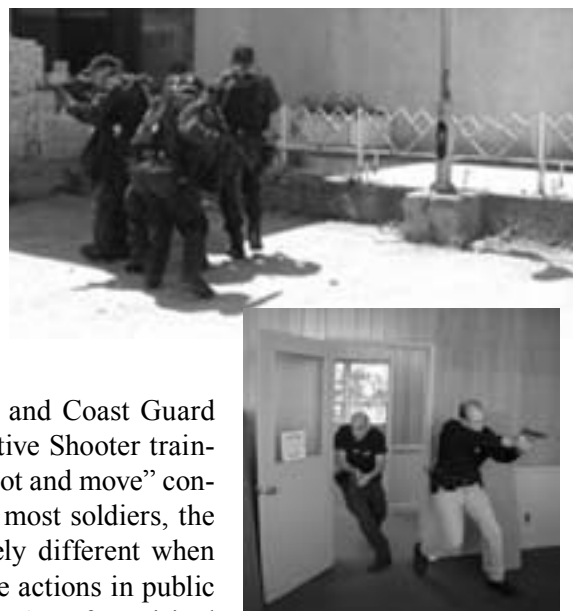
While Columbine High School brought the need for Active Shooter training and policies to the forefront of the country's consciousness, we have to recognize that the Active Shooter scenario can occur in any public place: malls, parks, business



offices, schools, restaurants, etc. All of these places, where great numbers of people congregate, are targets for the Active Shooter: with that many people walking around, the Active Shooter has plenty to shoot at. Once he starts he's not likely to stop until he is forced to cease by actions of the first responding police officers.

For these very reasons, all pa-

trol officers should be receiving Active Shooter Resolution training even in the entrance level police-training curriculum. The training will be applicable to shooting situations such as the one at Columbine and in the event of terrorist attacks that take on this mode of operation. Further, as they play a role in Homeland Security, members of the National Guard and Coast Guard should also be receiving this Active Shooter training. While it's similar to the "shoot and move" concepts taught in basic training to most soldiers, the mindset one must have is entirely different when you consider having to take these actions in public places on our own soil - places you've often visited and always considered relatively safe. It's one thing to be taught to act this way during a war or foreign peacekeeping mission: it's entirely different to think about doing it at your local mall.



So, as was said at the beginning, the law enforcement community has come full circle. The critical skills and special weapons of SWAT teams were developed to address unique challenges and they play a vital roll in crime fighting today. Now, with events such as the Columbine High School shootings and the terrorist attacks of Nine-Eleven part of our history, the police officers who patrol our streets are having to take on a new attitude and be willing to assume even greater risk to protect our citizens, our public places and our homeland.

For more information about available Active Shooter training, you can contact the National Tactical Officers' Association (<http://www.ntoa.org>) or Strategos International (<http://www.strategosinternational.com>) to receive schedules of the training programs as they come available. What you can no longer afford to do is turn a blind eye to the need for this training and the policies necessary for officers to execute their duties as they respond to this challenge.

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Beerbower Says Goodbye to Farmington Hills Police Department

By Ed Jacques, LEJ Editor

Surrounded by family, friends and colleagues Wayne Beerbower officially retired from the Farmington Hills Police Department on December 30, 2005. A ceremony was held in the City Council chambers where Police Chief William Dwyer, City Manager Steve Brock and Command Officers Tim Connor and Gil Kohls had high praise for Wayne's accomplishments in his 26 years of employment at the department. An emotional thank you was delivered by Patrolman Doug Muller as he thanked his good friend and mentor for serving officers in his capacity as FHPOA Union President. Muller talked about the many personal hours Wayne had spent with him the previous six months to make sure Doug was trained on his new duties as president of the local after Wayne retired.

Wayne's wife Katherine and sons Chase and Ethan sat in the front row as Wayne thanked the City and fellow police officers for their long-time support and for hosting his reception. Wayne pointed out a commemorative pin he wears often in memory of his first training officer and buddy, Sergeant Dan Dubiel of the

Inkster Police Department who was shot and killed in the Bungalow Motel incident.

During his career Wayne served as a range officer, evidence technician and taught precision driving at the Oakland and Wayne County police academies. Wayne received seven unit citations, three commendations, the Chief's award and a life saving award. Wayne served as the President of the patrol officers union since 1992 and POAM Executive Board Member since 1993. Wayne took on the extra responsibilities of POAM Vice-President in 1995 which include serving on special government committees, assuming a lead role on impacting legislation important to the law enforcement profession and attending and organizing key functions.

While serving in his capacity as a POAM Executive Board Member Wayne became the business agent for the Northville and Howell Police Officers Associations. Wayne enjoyed the work and over the next twelve years took on over twenty more units. "I couldn't believe that Wayne could hold a full-time job in Farmington Hills and provide such great service to so many of our local units" said POAM James Tignanelli. "But I was receiving many thank you letters from local presidents who were appreciative of Wayne's knowledge and integrity." Wayne gives some of the credit to his work schedule. "I've worked the midnight shift since 1983 because I've always been sort of a night owl. That schedule offered me the opportunity to negotiate contracts and service my groups during the day."

Do to dramatic increases in POAM membership, Wayne will immediately assume a full-time position at POAM with mostly normal business hours. That makes his wife Katherine especially happy. "I'm glad that we can spend more quality time together and hopefully he'll put a dent in the 'to do' list that I gave him 10 years ago," joked Katherine. "But seriously, I



Wayne also turned the local union reigns over to Doug Muller who is now the president of the FHPOA.

know how much he'll enjoy seeing more of our sons hockey and soccer games and how much his increased participation will mean to the kids." POAM Business Manager William Birdseye was appreciative when Wayne accepted his offer of full-time employment. "He is a work horse," said Bill. "And that's what this organization needs right now to service our many new members."

Because the position of POAM Vice-President calls for an active police officer, Dan Kuhn of the Saginaw Police Officers Association has assumed the position. Business Agent Gerald Radovic, who originally nominated Beerbower for his Executive Board position in 1993 is proud of his choice. "Wayne did an excellent job as his local union president and performed his responsibilities as POAM Vice-President with the utmost professionalism."

Long time friend and Livonia POA President Tom Funke attended the event to congratulate Wayne on his career. "This was a nice send off for Wayne and I am impressed that City Manager Brock and Chief Dwyer took an active role in the event. I know Wayne really appreciates it."



Farmington Hills City Manager Steve Brock presents Beerbower with a plaque and the City's thanks for a distinguished career.

Dan Kuhn to Succeed Beerbower as POAM V.P.

By Ed Jacques, LEJ Editor

On January 12, 2006 POAM announced the appointment of Saginaw Police Officer and former President of the Saginaw Police Officers Association, Dan Kuhn, as Vice-President of our organization. Kuhn replaces former Vice-President, Wayne Beerbower (Farmington Hills POA) who announced his retirement from the department at the end of 2005. POAM mandates that the position of Vice-President be held by an active police officer.

Kuhn has served on the POAM Executive Board since 2002 and is obviously very proud of his affiliation. "As a result of everything this outstanding organization has done for me, I feel a tremendous obligation to the POAM. I consider the title of POAM Vice-President an honor, privilege, and tremendous responsibility" states Kuhn.

POAM President James Tignanelli says, "The job

requires considerable commitment. Dan will be working with legislators on important public safety issues, serve on appointed committees and represent our group at special functions. I've worked with him closely over the last ten years and I admire his loyalty to the Saginaw police community. He will represent Michigan's law enforcement officers vigorously and professionally in his new capacity."

Kuhn has been a police officer in the City of Saginaw for 15 years and doubles as a Business Agent for POAM, assisting law enforcement officers throughout Saginaw, Isabella, Clare, Benzie and Arenac counties. "The City of Saginaw is a unique community with problems and issues that you experience in few, if any other municipalities in the state" said Kuhn. "Representing other local units throughout the region has broadened my horizons and will be beneficial to me as POAM Vice-President."



Dan Kuhn

Police Officers Association announces new member vision program with SVS Vision!



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- Provide a one-year breakage protection warranty;

OPTION 2 — Members without current vision coverage:

SVS VISION STORE LOCATIONS WILL:

- Discount your total out-of-pocket sales amount;
- In addition to any current advertised pricing;
- Provide free cleanings and adjustments;
- Repair breakages occurring in the line of duty at no charge; and
- Provide a one-year breakage protection warranty.

OPTION 3 — SVS VISION CARE PROGRAM

SVS VISION CARE PROGRAM (AVAILABLE TO POAM MEMBERS AND THEIR DEPENDENTS AT ANY SVS STORE LOCATION), FOR A MINIMAL ANNUAL FEE OF \$29 PER MEMBER AND \$20 PER DEPENDENT, SVS WILL PROVIDE:

- Vision testing examination by a doctor of optometry;
- 50 percent off our retail price on any frame;
- 25 percent off our retail price on lenses, coatings, and tints;
- 20 percent off our retail price on contact lense exams
- 20 percent off our retail price for contact solutions.

30 Michigan Locations to serve POAM members



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| • Adrian (517) 265-8086 | • Livonia (734) 421-2844 |
| • Allen Park (313) 382-0100 | • Marine City (810) 765-3509 |
| • Brighton (810) 227-2376 | • Marysville (810) 364-5520 |
| • Detroit (Mack) (313) 240-7551 | • Monroe (734) 243-0960 |
| • Detroit (W. Warren) (313) 240-7551 | • Mt. Clemens (810) 468-7612 |
| • Flint (Lapeer Rd.) (810) 742-6733 | • Oak Park (248) 399-1556 |
| • Flint (S. Linden Rd.) (810) 230-9300 | • Saginaw (517) 791-1044 |
| • Fraser (810) 293-4198 | • Shelby Twp. (810) 247-2652 |
| • Garden City (734) 458-5181 | • St. Clair Shores (810) 778-7542 |
| • G. Rapids (Plainfield) (616) 364-4099 | • Sterling Heights (810) 979-6260 |
| • G. Rapids (28th St.) (616) 245-6300 | • Taylor (734) 287-3311 |
| • Imlay City (810) 721-9411 | • Trenton (734) 675-8197 |
| • Kentwood (616) 538-6511 | • Walker (616) 363-9831 |
| • Lake Orion (248) 693-8666 | • Waterford (248) 666-4020 |
| • Lansing (517) 421-2844 | • Ypsilanti (734) 572-8822 |

The annual subscription rate for this plan will be \$29 per each POAM member and \$20 per each dependent.

For more information, contact your nearest SVS location (see the list above).



Senator Alan Cropsey

POAM PROFILE

By Ed Jacques, LEJ Editor

Senator Alan Cropsey

State Senator Alan Cropsey was most recently elected to the Michigan Senate in 2002. He first began his years of service in the Michigan Legislature in 1979 after winning a seat in the House.

An experienced lawmaker, he chairs the Senate Judiciary Committee, leading efforts to fight crime and protect victims, as well as strengthen the state's judicial system. As senator for the 33rd District, he represents all of Clinton, Ionia, Isabella and Montcalm Counties.

Before this four-year Senate term, Cropsey was a senator from 1983 to 1986 and a state representative from 1979 to 1982 and from 1993 to 1998. In addition to serving as chairman of the Senate Judiciary Committee, Cropsey chairs the Judiciary and Corrections Subcommittee on Appropriations.

Cropsey's number-one priority in the Senate is drafting legislation that ensures public safety, especially the safety of police officers. This is closely tied to his priority to take care of victims and prevent more victimizations. A major difficulty Cropsey has faced has been maximizing public safety, including maximizing the number of prison beds, while many interest groups are clamoring for reduced spending on corrections.

However, Cropsey is happy that the Legislature, which is currently working on a new budget for K-12 education, has appropriated funds for a promising new proposal. In schools with large numbers of students with a parent in prison, the plan would implement programs to help the students deal with their devastating circumstances. The measure is an effort to intervene in the lives of these children and help them beat the horrendous odds they're up against; statistics show that 70 percent of them will end up in prison themselves. Cropsey is hopeful that he final K-12 budget will include this provision.

Cropsey was born June 13, 1952 in Paw Paw, Mich., and married Erika Rumming in 1979. The couple has four children, Joel 24, Gabriel, 22, Nathaniel, 20, and Evamarie, 18. Two of his sons just graduated from boot camp in the Marine Corps. Cropsey received a law degree in 1978 from the Thomas M. Cooley Law School in Lansing and bachelor's degree in mathematics education in 1975 from Bob Jones University in Greenville, S.C.

"Senator Cropsey is a long time legislator and supporter of law enforcement," says POAM Legislative Director Kenneth Grabowski. "He is a good example of why term limits are a bad idea. If term limits were in place during his previous service in the Senate, the citizens of Michigan would not be the beneficiaries of his leadership and experience today."

Ottawa County Deputies Launch Association Website

By Ed Jacques, LEJ Editor

Ottawa County Deputy and Local President, Matt VanLiere was a regular visitor to the POAM website, printing off pertinent labor issues, staying current on organizational and political matters as well as utilizing links to law enforcement related websites. VanLiere and all Sheriff Department employees already had access to the County website but had no control over content or format. There were obvious censorship issues and one member had actually been disciplined previously for voicing his opinion on a sensitive subject.

VanLiere knew what was needed and approached his Executive Board on the idea of designing and managing their own employee association website. The Board gave the thumbs up and Matt brought the idea up at the next association meeting. Although VanLiere is fairly adept in today's latest technologies he knew he was going to need some expert help in setting up and maintaining this website. After the Association enthusiastically supported his motion Matt asked if there were any volunteers that had computer and website experience. Members had no idea what kind of jump start they were about to get when Jeff Jones raised his hand offering to help. Within two weeks the site was up and running and a month later, over 50% of their members had logged on and been assigned a password. Initial registration (members only) takes less than three minutes and it gives members access to confidential association business when they supply the appropriate code. Members are also asked for their personal e-mail address to add another dimension to the Executive Board's ability to disseminate information quickly and efficiently.

The site continues to evolve as members give advice on its layout, information and links. Most of the site is accessible to the general public and features law enforcement stories from West Michigan and Ottawa

County. Treasurer Mike Roeloff and Matt VanLiere are also administrators of the site allowing them complete access, including immediate additions or deletions. Other employees are assigned as editors, publishers and authors giving them the authority to type and post stories. This staff regularly browses the website of the Grand Haven Tribune, Grand Rapids Press and WOOD TV8 looking for stories of interest to their members. Short captions of the story are typed and with a click of the mouse, surfers are instantly connected to the full story and/or video. The home page also includes information on association events, the David Steenwyk Memorial Scholarship Fund and even some light hearted surveys like, "When will we have a new contract?" There is also an exclusive chat room lounge and smaller rooms where correction officers, road patrol or the Executive Board can talk privately. However, the Association has mandated that there be no bashing and that appropriate language will be used at all times to insure the continued integrity and

professionalism of the site. The feedback has been so positive that the Association created a new Executive Board position (non-voting) titled Webmaster and appointed Jeff Jones to the inaugural position. The Association agreed to waive Jeff's union dues as compensation for his work involving the website's creation and continued maintenance.

VanLiere admits that his group is lucky to have a member with the skills and creativity of Jeff Jones. "Once Jeff and other people were on board, the hardest part of the start-up process was over," said VanLiere. "Shopping for a company to host our site and negotiating a fee was much easier than I expected," added Matt. Typically, hosting fees are based on the amount of memory or megabytes that a particular site may need. Regularly deleting older information as the group posts more current news as well as running any videos through link ups will save memory and monthly fees. The Association currently pays less than \$10 per month!

POAM and the Ottawa County Sheriffs Office Employee Association have a mutual link between their websites. VanLiere hopes that his unit's work will spur on other POAM locals to explore the same option. "It would sure be nice to instantly access information on other Deputy Sheriffs Associations across the state," remarked VanLiere. "This is an excellent opportunity for our employees to stay connected outside of the work environment." Any questions or requests for advice can be directed to the association's Webmaster. His e-mail address is jeffjones@ottawacountydsa.com. Jeff has also offered to work hands-on with any department during their initial start up or maintenance phase for a very reasonable fee. The leadership at POAM also wants all of our units to know that we encourage and will support similar ventures by any of our groups. Call the POAM office for more details.



Jeff Jones and Matt VanLiere have provided their members with a new venue to disseminate information.

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Agreements gain vital benefits for POAM members

Summaries and highlights of recently completed local contract negotiations and 312 arbitrations



Negotiated Zeeland POA

Duration: 7/1/2005 – 6/30/2008

Wage increases:

1st year 2% in July and 1% in January

2nd year 3%

3rd year 3%

Top pay for a patrol officer to \$45,489

- Eliminated senior patrol officer with a Corporal position and increases the pay differential from 3.6% to 5.5%.
- Employees can purchase pension improvement and new hires will be in a defined contribution plan.
- Modified current sick time accrual to a maximum of 18 days. City to provide six new sick days each calendar year.
- Eliminate Good Friday as a holiday and replace with 36 hours of personal leave time annually.
- Personal leave increased to 48 hours after 10 years of service.
- Employer to provide short term disability coverage up to 70% of pay for a minimum of 26 weeks, (additional weeks with more seniority). If disability leave exceeds 10 days employees are credited with sick time used for the waiting period.

Bargaining team consisted of Union President Joe Michmerhuizen who was assisted by POAM Business Agent Jim DeVries.

Negotiated Canton Township POA

Duration: 7/1/2004 – 7/1/2007

Wage increases:

1st year 3%

2nd year 3%

3rd year 3%

Top patrol base pay at expiration of contract \$63,313

- Pension plan changed from defined contribution to MERS with a 2.8% multiplier, 80% cap, V-10, F50/25, FAC3.
- Longevity increased \$100 per year and optical reimbursement \$200.

Bargaining team consisted of Union President Dave Boljesic, Bob Smedley and Bruce Sutzer who were assisted POAM Business Agent Gary Pushee.

Negotiated Roscommon County Sergeants & Lieutenants

Duration: 1/1/2004 – 12/31/2006

Wage increases:

1st year

Sergeants \$40,518; Lieutenants \$44,005

2nd year

Sergeants \$41,933; Lieutenants \$45,288

3rd year

Sergeants \$43,389; Lieutenants \$47,299

- Employee pension contribution to MERS reduced from 4.8% to 3.5%.
- Fully paid health care PPO4 with 15/50 drug card reimbursed back to \$15.
- Detective clothing allowance increased to \$520 annually.

Bargaining team consisted of Sgt. Patrick Gagne and Lt. Mark Chapman who were assisted by POAM Business Agent Pat Spidell.

Negotiated Newaygo County Corrections

Duration: 1/1/2006 – 12/31/2008

Wage increases:

1st year

1%

2nd year

1%

3rd year

3%

- MERS pension multiplier to B4 for all employees effective 1/1/2006.
- Language improved regarding discharge and discipline.

Bargaining team consisted of Union President Tom Greer and Vice-President Dennis Hammzosky who were assisted by POAM Business Agent Pat Spidell.

Negotiated East Lansing POA

Duration: 7/1/2005 – 6/30/2008

Wage increases:

1st year 2.25%

2nd year 2%

3rd year 2%

Top patrol base pay to \$53,768

- Medical coverage is Physicians Health Plan Plus with no co-pay for generic drugs and 10% co-pay for brand name formulary, 25% for non-formulary with co-pay minimum of \$5 and co-pay maximum of \$25, \$750 annual co-pay maximum.

Bargaining team consisted of Union President Dan DeKorte, Dale Vincent, Scott Sexton, Chad Connelly and Christopher Abboit who were assisted by POAM Business Agent Kenneth E. Grabowski.

Negotiated Hastings POA

Duration: 7/1/2004 – 6/30/2007

Wage increases:

1st year 2%

2nd year 3%

3rd year 3%

Top patrol base pay to \$42,979

- Health insurance premiums were capped at their current rate.
- Leave of absence language was negotiated.
- The contract was scheduled for 312 arbitration before arbitrator Donald Burkholder but was settled before the hearing.

Bargaining team consisted of Tom Pennock and Dennis Lajack who were assisted by POAM Business Agent Jim DeVries.

Cops on the “take”

First he takes the oath and then . . .



He takes ... it in stride
when people call him pig.

He takes ... his lousy pay
check realizing he'll never be rich.

He takes ... a second job sometimes
to make ends meet and support his family.

He takes ... time to
stop and talk to children.

He takes ... your verbal abuse while
giving you a ticket you really deserved.

He takes ... on creeps you
would be afraid to even look at.

He takes ... time away from
his family to keep you safe.

He takes ... your injured
child to the hospital.

He takes ... the graveyard shift
without complaint because it's his turn.

He takes ... his life into his hands daily.

He takes ... you home when your car breaks
down.

He takes ... time to explain why
both your headlights have to work.

He takes ... the job no one else
wants -- telling you a loved one has died.

He takes ... in sights that would make you
cry. Sometimes he cries too, but he takes it anyway
because someone has to.

He takes ... memories to bed each
night that you couldn't bear for even one day.

He takes ... criminals to jail.

He takes ... time to explain to his family
why he can't make the ball game his child is in and
why he has to work on the holiday when other parents
are off.

Sometimes ... *he takes* a bullet.

And yes, occasionally *he takes* a free cup
of coffee.

If he is lucky ... *he takes* retirement.

Then one day he pays for all he has taken, and
hopefully *God takes him*.



OUR POLICE DEPARTMENT HAS QUOTA - TICKETQUOTA.COM

TICKET QUOTA IN ROCHESTER

By Ed Jacques, LEJ Editor

The secret is out. Many people believe there is a policy at the Rochester Police Department that mandates its officers issue traffic tickets to avoid poor performance evaluation and discipline. The issue was brought out in the open when a plane circled the Annual Rochester Christmas Parade displaying the following message, “OUR POLICE DEPARTMENT HAS QUOTAS.”

The Rochester Police Officers Association had nothing to do with delivering that message to the residents and were actually surprised to see the issue aired as well as a website was launched to further discussion on the topic. However, it seems that current monthly performance evaluations in the Rochester Police Department primarily focus on three items; number of stops, number of tickets and number of warnings. Little or no acknowledgment is made of significant arrests, letters of appreciation, acts of bravery, or professionalism in stressful situations.

Rochester Police Officers have proposed a new and more encompassing performance evaluation - *which includes writing tickets* to the Administration. These ideas were dismissed with little regard. Employees in the police department then did something that they hoped they could avoid. A letter of “no confidence” in Chief Glynn’s ability to lead was distributed with 95%

of the employees signing it. Copies of the letter have been sent to City Manager Kenneth Johnson and to every member of the Rochester City Council.

Police Officers want the Chief to be more innovative in developing solutions to problems and developing policies and procedures that help officers be more effective. At the time of this publication, the Union has several grievances pending. If changes don’t happen quickly, the Chief will have to be considered for

the POAM Horses’ Ass Award, given annually to the State’s Worst Police Administrator.

Ticket quotas in Michigan were banned nearly two decades ago. It appears that some municipalities’ fiscal balance may be directly linked to the revenue stream it demands from its patrol officers. This sends the wrong message to our men and women in blue who want to excel at every facet of their jobs and is a terrible disservice to the community and its citizens.

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NEW ORDER OF EVENTS

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CONVENTION MEETING IS NOW ON THURSDAY

**IT'S TIME TO MAKE PLANS
TO ATTEND THE**

.....
2006 POAM ANNUAL CONVENTION
.....

AMWAY GRAND HOTEL

GRAND RAPIDS

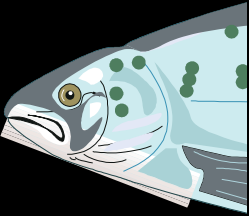
MAY 31 THRU JUNE 2, 2006



Wednesday
May 31, 2006:
Daytime - Seminar
Evening - Cigar Smoke or
Poker Run



Thursday
June 1, 2006:
Noon - Convention Meeting
Evening - Entertainment



Friday
June 2, 2006:
Morning - Breakfast
- Golf or Fishing



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***Happy Hour prices
for POAM members!***

Happy Hour prices



for POAM members!

POAM POKER RUN

Last year's poker run helped introduce members to the many bars surrounding the Amway Grand Hotel in downtown Grand Rapids. We have identified the most popular ones and asked a couple new pubs if they would assist us in conducting another poker run for the 2006 convention. Their response was a resounding YES!

Here's how it works. Members pay an entrance fee of \$10 and receive a complimentary gift. (You're already ahead on this deal.) You will then proceed to the designated establishments and when you show a special pass while ordering a beverage, you will receive a sealed envelope that contains a single playing card. Collect one envelope from each stop and proceed back to GP Sports in the Amway Grand Hotel, where registration began earlier in the evening. Your sealed envelopes will be collected, and when everyone returns, we will play a big game of "Showdown."

Every dollar collected as an entry fee will be thrown into the pot and 40% will be awarded to the best poker hand, 30% to second best, 20% for third place, and 10% to the fourth best poker hand.

Sounds like a pretty sweet deal, doesn't it? Contact the POAM office to save your spot. Registration is limited so act now.



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Saving Road Patrols, continued from cover

and alternatives to their incarceration plus constructing a thirty bed probationary half-way house. When the millage was soundly defeated by a nearly 2 to 1 vote count, a lot of fingers were being pointed trying to affix blame. The bottom line is that the proposal was seriously flawed and excessive, and its authors failed to assess the residual anger of the voters from County's 1998 reduction of road patrol services. It is likely that even a more moderate millage would have failed due to poor coordination and promotion from its backers, plus a lack of public involvement at a grass roots level.

In April 2005, the County Executive and the Board decided to issue \$30 million dollars in bonds to pay for a scaled-down addition to the jail. The Commissioners knew that another millage would fail and that cutting mandated services was political suicide. In the Commissioners' minds cutting subsidies for Sheriff's Department road patrols and forcing the townships to pay inflated rates for road patrols was its only option. The County maintained that road patrols were not mandated so the County's funding could be eliminated and the money put in to the jail plan.

The County's plan was to start charging the participating communities full cost for road patrols and use the additional revenue to pay the interest on the bonds. That price would be \$190,000 per deputy plus overtime. State law does not provide the public an avenue to veto decisions by its Board of Commissioners, but it does allow voters the right to prevent the County from borrowing money through a public vote.

What the County didn't count on was a grass roots organization of Washtenaw County political leaders, citizens, public safety organizations and Sheriff's Department employees. Leaders from western Washtenaw County, still frustrated and angry at the Commissioners' lack of concern for their well being, also mobilized to oppose the issuance of bonds. In autumn of 2005, the "Save Our Sheriff's Department" (SOS) campaign had gathered over 23,000 signatures in 21 days to force a public vote on the bond issue. The County Clerk's Office and other administrators had told the group that their mission was impossible, but Washtenaw County Deputy Sheriff's Association President, Harry Valentine, had publicly pledged his 220 members would be helping with the effort. "Deputies, corrections officers, dispatchers, support staff, command officers and their families plus fire fighters, political leaders and concerned citizens did not want their issues ignored by the County Commissioners," said Valentine. "We went to football games, community events, banged on doors, and stood in shopping centers to stress the importance of defeating the bond issue to our residents. We had an elderly gentleman over 70 years old who collected over 200 signatures. It was inspiring to see so many citizens and community leaders supporting us."

The initiative needed 15,000 valid signatures to put the referendum on the ballot and the SOS Committee held its breath as the County Clerk's office validated the petition. The Clerk's office validated 17,000 signatures, 2,000 more than were needed. The local Republican Party joined the effort. It was the first time a political party had ever entered into a debate on sheriff's department police services.

The public outcry continued. The County's new police service rate came under immediate fire. With political pressure mounting, the county attempted to diffuse the situation by forming a steering committee of contracting and non-contracting communities, the Sheriff, Chiefs of Police, and political leaders across the county. The committee would study the cost of all core Sheriff's Department services which are supplied to the entire county. The services included marine rescue, SWAT, detectives, traffic, drug enforcement, major crime investigation, and auto theft. In the meantime, the County put a four-year contract in front of the municipalities without a guarantee for the final two years. The County did add a provision that townships could bail out of the last two years of the contract with six months notice. Townships accused the County of driving police rates so high that they

would be forced to bail out of the contract, allowing the County to get out of the police business. Eventually, all of the communities signed the contract but officials from Ypsilanti, Augusta and Salem Township had crossed out the language calling for the four year term. The County refused to accept the altered contracts and threatened the townships with gutted staffing levels.

In January, Ypsilanti, Augusta and Salem Townships followed through on their threat and filed suit against the County. On January 18th, visiting Monroe County Circuit Judge Joseph Castello, Jr. and all parties agreed to continue road patrols in all three townships until March 15, 2006. Now that the County Clerk had finished the certification of the "Save Our Sheriff's Department" petitions and determined the bond issue would now become a countywide referendum, the County Commissioners knew a vote on the bond sale would be smashed by the voters and rather than face another embarrassing loss, withdrew the proposed bond sale.

The steering committee needed to get to work fast and proposed several options for service in the final two years of their contract. The committee priced the cost of a deputy at \$125,000 per year including overtime and promised an additional 12 deputies to patrol the most rural areas of the county that don't have contracted police or their own department. They also agreed to fund other core services. This proposal passed the County Board of Commissioners unanimously but Augusta, Salem and Ypsilanti Township continue to claim that their original deal signed in 2003 is still intact and only allows 6% annual increases in deputy costs. On March 15, 2006 both sides made their best arguments in Circuit Court. Now Sheriff Daniel Minzey joined the law suit to protect his constitutional rights in the matter. The three townships claimed that their contract with Washtenaw County doesn't allow the County to layoff or cut back staff unless there is lack of work or appropriate funding. The townships say that they have the money, need deputies and their contract should force Washtenaw County to provide those services. The Washtenaw County Deputy Sheriff's Association was asked to join the lawsuit but declined. "Our local deputies association could not join the suit because we have a current collective bargaining agreement which has its own enforcement clause through a grievance procedure and binding arbitration," said Union President Harry Valentine. "We supplied an affidavit saying that is how we would proceed in the event of staff reductions. We were left with no choice. We were facing a reduction of the workforce and we were prepared to resist that with whatever means was available to us." The judge dismissed the lawsuit on March 24, 2006.

POAM Business Agent Ken Grabowski and our staff of attorneys have been monitoring the situation closely. "I know there is \$13 million dollars in the capital improvement fund that is unused and is not currently earmarked. I also have a problem with the State Police patrolling secondary roads at the expense of our deputy members' jobs," said Grabowski. What's painfully obvious is that non-paying townships have to ante up their fair share. The Board of Commissioners and the townships that contract police service have to realize that they have a mutual interest and need each other. Both sides are holding a hammer over each other's head, but not a big enough one to knock the other guy out. When both parties concede that, maybe Washtenaw County will get the kind of jail expansion it needs and road deputies will continue to provide vital police services to the community.

**"We were facing a reduction of the workforce
and we were prepared to resist that with
whatever means was available to us."**

-- Harry Valentine

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MERS Member FAQs



What is MERS?

MERS is a statewide provider of public employee pension plans since 1946. MERS became an independent public nonprofit corporation on August 15th, 1996.

What type of plan is MERS?

MERS is a 401(a) qualified pension plan.

Why am I part of the MERS plan?

At some point in time your employer and fellow employees agreed to join the MERS system in order to offer a qualified pension plan for all existing and future employees.

What is the defined benefit (DB) retirement formula?

The defined benefit formula is as follows: Benefit plan multiplier times final average compensation times years and months of service, divided by twelve for your monthly (straight life) amount.

Example: .025 (B-4 multiplier of 2.5%) x \$45,000 (FAC) x 25 (years) = \$28,125 yearly or \$2,343.75 monthly

What is service credit/membership service?

Membership service means personal service rendered through a participating municipality or participating court while a member of the retirement system and who is employed in a position regularly requiring at least 10 full days or a specified number of hours of work in a calendar month, which is defined by your employer as a month of service credit or a day of work.

What is an Annual Member Statement?

In the early part of each year, all of our active members receive a statement detailing their accrued benefit and future benefit estimate, providing the member has been employed for at least 2 years. (Note: annual member statements only reflect a member's current service. It will not reflect any other MERS employer service rendered.)

What does Option II Contingent Beneficiary mean to me?

This form is for our active or deferred members only. This beneficiary designation form is for members who are vested and single, widowed, or divorced. (Note: Spouses are automatically a member's Option II beneficiary, unless they allow their spouse to choose someone else.) Your Option II Contingent Beneficiary would receive a % of your accrued straight life benefit for the rest of his/her life upon your death. This form is extremely important if you don't have dependent children (unmarried) under the age of 21. It's a difference of your beneficiary receiving a refund of your accumulated employee contributions vs. a lifetime monthly benefit upon your death. Your Option II Contingent Beneficiary may be changed at any time, prior to retiring. If needed, please contact MERS for further clarification.

When will I be eligible to retire if I have the DB plan?

At age 60 and vested, unless you have an early retirement factor, i.e., F55/15, F50/25 years of service, etc.

If I leave my job before I'm old enough to retire, can I still receive a retirement payment?

Yes, in the MERS DB plan, if you are vested. If you are not vested, you have up to 15 years, from your date of termination, to either return to the same employer or become employed with another MERS employer to acquire your vesting. When you leave your employment you must file an Application for Deferred Service Status. This form is available from your employer. A copy is also available online.

Should I notify MERS if I leave before I'm old enough to retire?

Yes, see answer to previous question.

If I leave my job before I'm old enough to retire, can I take a refund of my accumulated contributions?

Yes, upon your termination, you may request a refund of your contributions, however, beware you will relinquish all rights to any pension benefit under your plan.

Do I have to notify MERS when I turn age 60 and qualify to receive a DB retirement payment?

Yes, members who are near retirement age must file an Application for Service Retirement 60 to 90 days prior to their effective retirement date.

Can I transfer service earned under Michigan Public School Employees' Retirement System (MPERS) or the State Employees' Retirement System (SERS)?

Time under another retirement system (i.e., Michigan Public Schools Employees' Retirement System, State Employees' Retirement System, or a Non-MERS-participating MERS governmental employer) simply does not transfer over to MERS. Check with your employer to see if they are a Reciprocal Unit under the Reciprocal Retirement Act (Act No. 88) or if they will allow you to purchase other governmental service credit.

What is Act 88?

Act 88 is a Reciprocal Retirement Act that must be adopted by governmental entities to allow its employees to use service credit in a non-MERS governmental retirement system to satisfy the vesting requirement for a pension benefit when they leave employment. The following are some of the requirements.

The governmental employer from which you want to receive a benefit must have adopted Act 88. You must have a minimum of 30 months of service credit with this employer.

All of your eligible service credit must be with a government

retirement system within the State of Michigan.

All employee contributions must remain on deposit with the former employer's retirement system. Receiving a refund forfeits service credit.

You must not have more than a 180-month break in service between the two employment periods.

Please contact MERS for more information if you think you have service credit that may qualify under this Act.

Can I receive, or purchase, service credit if I have previously served in the military before working for my MERS employer?

Employees who were DB members of MERS prior to July 1, 1997, may purchase up to five years of non-intervening military service credit with approval of their employer.

If I enter military service while I'm a municipal employee, can my time in the service be used towards my retirement?

An employee who enters the military may receive a maximum of six years of credited service for active duty. The DB employee must be re-employed by the same municipality within six months of discharge.

What is non-duty disability retirement?

Non-duty disability allows an active member to retire with an unreduced retirement benefit before age 60. The disability is due to a non-work related condition or event. An employee enrolled in the DB plan must meet the vesting requirement of their benefit program. Application is subject to approval by MERS.

What is duty disability retirement?

Duty disability allows an active member to retire with an unreduced retirement benefit before age 60. The disability is the direct result of a work-related condition or event. No minimum credited service is required in the DB plan. The disability must be the result of natural and proximate performance of duty. Application is subject to approval by MERS.

Are pre-retirement planning seminars available?

Yes, MERS provides pre-retirement planning seminars. Please use the following link, <http://www.mersofmich.com/retseminars.htm>, for time and locations available. In addition, MERS sponsors a session at its Regional Meetings (provided monthly) and Annual Meeting to address the retirement process within MERS.

How do I apply for my DB retirement?

All members must complete an Application for Service Retirement. Your employer should have the application form or it is available on the MERS website.

What does "effective date of retirement" mean to me?

If you terminate your employment on June 15th, and are eligible to immediately retire, your "effective date of retirement" is July 1st. (MERS must receive your application before July 1st.) If you terminate employment prior to retirement age, your retirement starts when you are the required age for retirement, usually age 60. (MERS must receive your application prior to your attaining the required age.)

What are some "includible wages," which will be calculated when computing my final average compensation (FAC) when I retire?

Regular wages
Longevity pay
Lump sum payment of vacation, holiday pay, or paid time off (accrued in final average compensation period)
Overtime pay/shift differentials
Deferred compensation
Cafeteria plans (e.g., child care, non-insurance medical care, group health insurance premiums)
Car allowance (if wages are reported on member's W-2 at end of year)
Worker's compensation payments (reporting is optional by employer)
Short term disability payments (service credit and reporting is optional by employer)
Fees (extra income paid to court reporters by court or municipalities)

What if I retire and my contract is settled at a later date – will MERS recalculate my pension?

Yes, if MERS receives, in writing, a letter from your employer requesting a recalculation of your pension and a breakdown of wages paid to you after retirement.

What are my retirement payment options?

Retirement Payment Options are as follows:
Straight Life (monthly payment ends w/member's death)
Option II–100% to Survivor (100% of payment continues to beneficiary)
Option IIA–75% to Survivor (75% of payment continues to beneficiary)
Option III–50% to Survivor (50% of payment continues to beneficiary)
Option IV–Life with Period Certain Guarantee:
-- 5 years (beneficiary(s) covered for 5 years from member's date of retirement)
--10 years (beneficiary(s) covered for 10 years from member's date of retirement)

--15 years (beneficiary(s) covered for 15 years from member's date of retirement)

--20 years (beneficiary(s) covered for 20 years from member's date of retirement)

Who can I choose as a retirement beneficiary?

Your spouse is automatically your beneficiary unless your spouse consents, in writing, to another person as beneficiary. Your spouse is automatically your retirement beneficiary under Option II, IIA, or III, unless your spouse, in writing, agrees to relinquish his/her benefit. If not married, a member/retiree may name anyone as their beneficiary (e.g., fiancée, child, brother, sister, parent, grandchild, etc.).

What happens if my beneficiary dies before I do?

If you are an active member: Name a new beneficiary. If you are vested and not married, you may want to consider naming an Option II Contingent Beneficiary (contact MERS for details). Retired members: If your beneficiary predeceases you and you elected Option II, IIA, or III, upon MERS receipt of your beneficiary's death certificate, your pension will revert to your Straight Life Allowance and monthly payments will end with the month of your death. If you have elected Straight Life or Option IV-5, -10, -15, or -20-years certain, you are allowed to name a new beneficiary.

Will I receive any cost of living adjustments (COLA) on my DB retirement payment?

Cost of living adjustments are benefits that must be adopted by your employer either before or after your retirement. The adjustment is applied on January 1st of each year. There are four categories:

Benefit E – requires an annual adoption by your former employer for a traditional 2% increase.

Flexible Benefit E – requires an annual adoption by your former employer that can specify any amount or percentage increase.

Benefit E-1 – is an adjustment for current retirees who have retired on or before the adoption of this benefit. (Note: member must retire on or before July 1st to be eligible for COLA the following January.)

Benefit E-2 – is an adjustment for future retirees who have an effective date of retirement on or after the adoption of this benefit. (Note: member must retire on or before July 1st in order to receive a COLA increase the following January.)

Does Social Security affect my DB retirement benefits?

The majority of the standard MERS benefits are not affected by the receipt of social security. The C-2 Benefit and some non-standard benefits are reduced at social security age. The C-2 Benefit is payable until you reach the age at which an unreduced Social Security benefit is available; thereafter, the retirement benefit is reduced. Note: Disability retirees with the C-2 benefit are reduced upon receipt of disability social security.

Are my DB retirement benefits taxable income?

Your retirement income is subject to Federal income tax. If you reside in a state other than Michigan during your retirement years, you may be subject to State and/or Local income taxes.

How are the taxes on my DB retirement benefits calculated?

At retirement you must complete a tax withholding authorization form that indicates your desire for a standard federal deduction or a certain dollar amount. You may change your withholding selection by completing a new authorization form.

How can my retirement payment be affected by a divorce or child support order?

Your monthly benefit may be reduced in accordance with an Eligible Domestic Relations Order (EDRO) or a Friend of the Court Order (FOC). If you have questions, please contact MERS.

Are my retirement benefits affected if I return to work for the State, another MERS employer, or my same employer after I retire?

No. However, if you return to work for the same employer you are receiving a pension from, you must be terminated for a minimum of 30 days, per IRS regulations.

Do I have options for health insurance coverage after I retire?

Post-retirement health care is an issue between the retiree and their former employer.

When will my pension check be issued each month?

Retirement checks are issued on the 18th of each month. If the 18th falls on a weekend/holiday, your funds will be transferred into your account the "day" before.

Is electronic funds transfer (EFT) available for my retirement payments and how do I sign up?

Anyone retiring after July 1, 1997 must have his or her funds electronically transferred into their financial institution. A form can be obtained by calling the MERS office. This form is also available online.

After I've signed up for an automatic transfer (EFT) – when will my first pension check be deposited?

Your first check is deposited after paperwork is forwarded to MERS. If your paperwork is received at the MERS office by the 3rd of the month your check for that month will be direct-deposited.



Traffic Related Deaths Rise

By JIM DeVRIES, MCOLES Commission Chair

A recently published Associated Press article pointed out a national trend suggesting that traffic accidents are replacing guns as the largest threat to officer survival. The National Law Enforcement Officers Memorial Fund, which tracks law enforcement fatalities, said the trend becomes apparent when the numbers are spread over many years. For example, in the decade ending last year, 477 officers died in auto accidents. That was up 29 percent from 369 during the previous decade. It represents a 40% increase over the 342 officers killed in traffic incidents two decades ago. Despite improvements in vehicular construction and emergency vehicle operations, we are witnessing a serious decline in officer safety.

Authorities agree that there is no single reason for the increase. One statistic that stands out, nationally, is an increasing number of officer deaths from high-speed chases.

MCOLES now administers the Public Safety Officer Benefits Act (PSOB), which provides financial assistance in connection with duty-related disabilities and deaths of Michigan law enforcement officers. PSOB came into existence late in 2003. Since the enactment of PSOB, MCOLES has received claims regarding the duty-related deaths of 16 Michigan law enforcement officers. Four of these claims were attributed to gunfire, five were the result of heart attacks, and seven of the deaths were related to traffic crashes.

In examining the seven Michigan duty-related deaths attributable to traffic crashes, two deaths were related to high-speed chases. Three were from traffic crashes that occurred en route to calls for service, and two of the officers who died were the victims of drunk drivers.



Jim DeVries

It would appear that what is happening in Michigan is mirroring the national trend. Upwards of half of our duty-related officer deaths are the result of various traffic-related incidents. It goes without saying that these numbers are not acceptable. These statistics carry for us an implicit responsibility to do whatever we can to lower the risk of officer injuries from traffic crashes.

MCOLES developers are now re-visiting the entire approach that has been devoted to preparing officers for emergency and non-emergency vehicle operations. Among the questions being asked: Are the three-point seat belts typically worn by officers in high-speed pursuits adequate, or should a four-point system be encouraged? What means should be employed to better encourage officers to use seat belts to protect themselves in the event of a crash? What role can soft body armor play in protecting officers from traffic crash injury? Are there ways to eliminate officer distraction coming from all of the equipment carried in a typical police vehicle? What training methodologies will best prepare officers to pursue criminals without unnecessarily endangering the public, or themselves? While we do not have any ready-made answers, I am confident that, over time, this initiative will make a difference in terms of officer survival and reduction of injury.



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In the Line of Fire: “Tuning In.”

POAM to Sponsor Weekly Live Radio Talk Show

Copyright Aaron J. Westrick, Ph.D.



LEJ
Contributing
Editor



Dr. A.J. Westrick is a deputy sheriff, he is also an Associate Professor of Criminal Justice at Lake Superior State University (Director of Institute for Public Safety and Homeland Security Technologies). Dr. Westrick is an active POAM member and author of this column in the Law Enforcement Journal. He is available as an EXPERT in Use of Force, Other Contemporary Law Enforcement Issues and Body Armor/ Ballistics.

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e-mail- aaron@westrickphd.com.
www.westrickphd.com

As law enforcement officers, it is our level of awareness that distinguishes us from the persons we interact with being suspects or citizens. We learn to understand the “cycle of stress” on three different levels (our own, subjects and bystanders) in an effort to control crisis-type situations. This awareness of how persons act under stress gives us a unique interpretation of events that has been labeled “police phenomenology.” Through these social processes we gain an advantage in common crisis events. Our problem usually stems around the public’s inability to understand police action.

While it is not practical for citizens to understand the unique police perspective of crisis events or some political issues; at times we do not agree ourselves. It is important to remember that most citizens indicate their overall support of our efforts. In fact, most citizens express very strong support for the police. We note that a small minority of the population commit the vast majority of serious criminal violations. In other words, while citizens do not fully understand police action (and probably never will), we must take care to maintain the support of the citizenry.

The POAM recognizes there are many ways to maintain public support. Foremost is the effort to communicate with its members and the public the importance of safety and the criminal justice function. One way of doing this is through a “live radio show” communication. In the next few months the POAM will initiate sponsorship of a Michigan wide “Police Talk” show on numerous AM stations.

Through this sponsorship the POAM will communicate its dedication to its membership and the need for public support by addressing important local, state and law enforcement issues. The host of this show will be yours truly. My background in enforcement, education and communication is diverse and complex. The objective of the show will be public service orientated with a focus on current interesting law enforcement and homeland security issues.

We anticipate that the radio show will help citizens understand pertinent issues that relate to their safety and “our issues” that help us to protect them. What will become evident to all is the power of positive action, debate and the leadership role that the Police Officers Association of Michigan has established in the police labor field. Lake Superior State University’s Institute of Public Safety and Homeland Security Technologies will be contributing to the show in conjunction with the host.

As we progress toward the first weekly show (that will be re-broadcast many times) we are very interested in your personal and department’s input. All suggestions will be considered and responded too. We need your help and ideas so issues pertaining to your community and law enforcement are addressed. My job will be contributing thought-provoking dialog and helping citizens understand that there are many “local” issues that impact our listenership as a whole.

As we step toward this venture, we do it in our “public service” tradition. Not afraid of expressing our issues and of listening to those that we serve. Following the POAM’s leadership, I anticipate a successful educational venture and the obvious social and political expression that comes with Michigan’s only “live public safety radio show.” Listen in... with effective communication comes knowledge and authority. This radio show surely furthers our mission. Please “stay tuned” in your response to serve others and to the radio soon.



Consultant/Expert Witness/Officer Advocate

AARON J. WESTRICK, Ph.D
Professor/Director/Author/Cop
Lake Superior State University

906-635-6203

e-mail me
ajwestrick@lssu.edu



LETTERS



Jessica
'06

Scholarship Winners

Mr. Jim Tignanelli
27056 Joy Road
Redford, MI 48239

Dear Mr. Tignanelli,

I would like to thank you for the scholarship that you and the Police Officers Association of Michigan provided for me and my family. Your contribution will be of great help in assisting my family and me to pay for my college career.

I will be sure to keep you informed of my progress throughout the next year.

Sincerely,

Andrea Denmark

Andrea K. Denmark

Dear Mr. Tignanelli,

My most sincere thanks to you and the POAM for your generous scholarship allowance. This will be very helpful off-setting the enormous cost of college. Enclosed is a senior picture. Thank you again for your time and support.

Sincerely,

Jessica Leech

Jessica Leech



Lisa
'06

Thank you POAM!

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Dear Mr. Tignanelli,

Thank you and the POAM for your endorsement and support in the formulation of a Communication Impairment Alert card (CIA card) as a means of alerting law enforcement personnel and first responders that the driver or passenger of a vehicle has a communication impairment due to a medical condition.

The card, which would be placed on the back side of the car visor to alert officers, will indicate the type of communication impairment the individual has, along with effective communication strategies for the law enforcement officer or first responder to assist in communication. A duplicate wallet size card would also be presented to the officer by the individual.

The communication impairment may be "receptive" in nature where the individual has difficulty understanding verbal speech. In these cases, slow, short directions would be needed or written information given to the individual involved. The communication impairment could also be "expressive" in nature where the individual has difficulty finding words, slurred/mumbled speech, or inability to actually speak. In this case, the individual may need to write what they wish to convey.

These cards will be issued by physicians and speech-language pathologists to applicable patients beginning mid-February. The initial mailing will be to the West Michigan area of Allegan, Barry, Eaton, Ionia, Kent, Montcalm, Muskegon, Newaygo, and Oceana counties. The CIA card will also be introduced in March at the annual Michigan Speech-Language Pathology conference in Kalamazoo.

Your Director of Member Services Ed Jacques has promised exposure to the program in your Law Enforcement Journal and on your website. We are very appreciative that Michigan's largest police organization endorses this campaign. Please let us know if there is any additional information your members may need about the program.

Sincerely,

Linda Wells

Linda Wells
Speech and Language Pathologist

*With
Sincere
Appreciation*

Thank you for getting me started. The \$250.00 will go toward my registration for college. I now can begin to look forward to my college education where I know I will make my dreams come true.

Sincerely,

Lisa Nowicki

Lisa Nowicki

Communication Impairment Alert



I have difficulty understanding or expressing language.

© 2005, Mary Free Bed Rehabilitation Hospital

LETTERS, cont.



ELITE TRAUMA CLEAN-UP, INC.

A Division of Elite Crime Services, Inc. • 1-800-850-0000

Dear Sirs:

I just received your letter received by the 2006 POAM convention in Omaha, Nebraska. Thanks for inviting me back as an exhibitor. Although my staff is primarily made up of public safety officers, training on the benefits of the conference has allowed me the opportunity to network with other legal union leaders from Michigan, New York and the State of Michigan. I look forward to keeping new relationships going this year's event.

I will also determine to keep my company as the defending champion of the 2006 Elite Cleanup Derby. I have been a member of the program for several years and the program has been a great success. I am sure you extend the kind of hospitality that your organization does. Hopefully, I'll cash in on the POAM Poker Run this year as well.

As you know, I have been serving on a special committee to pass legislation that set standards for crime scene and trauma cleanup. The new law will benefit police agencies and their officers by forcing companies to register. It will also mandate medical waste to be transferred to the companies, including registration with the State. The Department of Environmental Quality (DEQ) is currently finalizing regulations and language and I expect a House Bill to be introduced in the near future. I will be forwarding your letter to the Director. I am sure a complete information with the hopes that I can count on POAM's support once the bill is introduced.

I appreciate your telephone call. I look forward to seeing you at the 2007 POAM.

Sincerely,

Rich Williams
President
Elite Trauma Clean-Up, Inc.

Elite Trauma Clean-Up, Inc. • 15117 Gladstone • P.O. Box 251099 • Detroit, MI 48225

WHAT YOU SHOULD KNOW

ABOUT POAM'S EXTENDED LEGAL REPRESENTATION PROGRAM

(NOTE: The answers provided below are for informational purposes only. Reference should be made to the agreement for the detailed terms of coverage.)

1. WHAT IS IT?

The program provides extended legal representation for association members in the event of criminal charges. This coverage begins where basic labor coverage ends.

2. WHAT IS THE SCOPE OF LEGAL SERVICES PROVIDED UNDER THE PLAN?

The legal services provided will include representation by an attorney selected by the POAM for all post-indictment and post-complaint/warrant stages of prosecution, including, but not limited to: investigatory interviews, arraignment, pre-trial, preliminary examination, bond hearings, pre-trial evidentiary proceedings, pre-trial motions, trial (bench or jury), and sentencing, excluding all other post-trial proceedings and appellate matters.

3. DOES THE PROGRAM COVER CRIMINAL CHARGES RESULTING FROM OFF-DUTY AS WELL AS ON-DUTY CONDUCT?

Yes (applicable only to PERA-regulated members paying the \$5 per month membership fee).

4. HOW ARE CLAIMS FOR COVERAGE UNDER THE PROGRAM MADE?

By notifying the POAM within the time limits of the agreement, by use of forms that are available at the POAM office.

5. IS THERE A LIMITATION ON THE NUMBER OF CLAIMS THAT A MEMBER MAY FILE UNDER THE PROGRAM?

No, an unlimited number of claims may be filed by a member of the program during the year of coverage.

6. WHO IS ELIGIBLE TO PARTICIPATE IN THE PROGRAM?

The program is available to all member associations regulated by PERA.

7. WHAT IS THE COST OF MEMBERSHIP IN THE PROGRAM?

The cost of membership in the POAM's Legal Representation Program is \$5 per month per member. This amounts to approximately one-third the cost of any other comparable program, and can be paid in a number of ways, i.e. dues deduction, through a local fundraiser or as an employer-paid benefit through negotiation.

8. MAY A PARTIAL GROUP OF OFFICERS BECOME MEMBERS OF THE PROGRAM IN THE EVENT THAT THE ENTIRE ELIGIBLE GROUP DOES NOT ELECT TO PARTICIPATE?

Yes, partial groups are also eligible for coverage under the program. Those officers in membership should contact the POAM office for enrollment information.

9. WHY SHOULD AN OFFICER BECOME A MEMBER OF THE PROGRAM?

In recent years the number of criminal charges issued against police officers have soared. Whenever this occurs, the officer faces the necessity of providing for his or her own legal defense, at a cost that can easily run into thousands of dollars, and at a time when he or she may already have been suspended without pay or even fired. Even if the officer prevails in court, these economic consequences can be, and often are, devastating.

The POAM's program protects the law enforcement professional from this grave and ever-present possibility, by providing extended legal representation whenever criminal charges are issued.



St. Christine Soup Kitchen & Pantry
An Outreach Ministry of St. Catherine of Siena Parish

December 12, 2005

Pulce Officers Association of Michigan
27058 Jay Road
Redford, MI 48239

Dear Friends:

Thank you for your kindness during this holiday season and for your generous donation of Macaroni & Cheese, Spaghetti, Beans, toilet paper and diapers. Through your generosity many families in the Brightmoor neighborhood will know the true meaning of Christmas and the kindness of others.

Your continued care for the people of and around St. Christine is a great blessing. Thanks again for your thoughtfulness and best wishes for a Blessed New Year.

Sincerely,

Rev. Danusz Staszewski
Pastor
St. Catherine of Siena Parish

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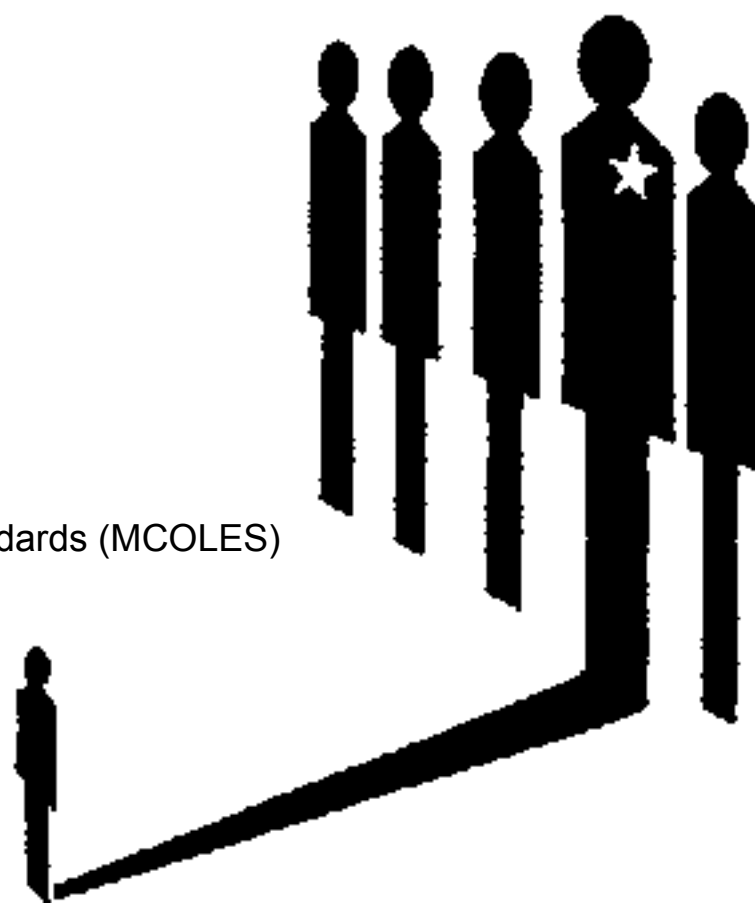
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- Political recognition — on every level of government
- Special services
- POAM board members represent you:
 - Michigan Commission On Law Enforcement Standards (MCOLES)
 - Mid-States Coalition of Police Officers

Make the Call

Contact our Director of Member Services, Ed Jacques and he will provide your group with complete information on all of our resources and what it takes to affiliate with the state's most influential police union.



We protect the protectors. *No one does it better.*



313-937-9000

POAM

Police Officers Association
of Michigan
27056 Joy Road
Redford Township, MI
48239-1949

The Federal Report

More Budget Reductions Ahead

The annual federal funding process commenced with the release of the Administration's Budget Proposal on February 6. This process will ultimately set funding for federal programs which local law enforcement for the fiscal year 2007, or October 1st 2006 – September 30, 2007. A number of important law enforcement issues have already been considered during the early stages of the budgeting process.

The annual Budget Proposal is a statement of Administration priorities and is used as a loose guide in drafting the Congressional Budget Proposal before the House and Senate Budget Committees declare their own funding concerns and visions. The Congressional Budget Resolution provides broad outlines regarding funds available for general functions of the federal budget.

The Senate was in the third day of debate and voting on a final round of amendments to its version of the Budget Resolution as this issue went to print. The House version of the budget resolution is expected to be considered the week of March 27th and conference negotiations on the final version are due to be completed by April 15th, though this target is often missed.

Once a resolution is approved, Congress will move on to the next step in the budget process – formulating the FY2007 Appropriations bills which specifically allocate funds to federal programs. This process is scheduled to be complete by October 1st, though Congress can extend current funding if more time is required.

The FY2007 Budget Proposal would reduce discretionary spending for the Department of Justice (DOJ) by 8 percent, to \$19.5 billion from \$21.2 billion, though spending on counterterrorism programs would increase under the proposal. As in past years, several grant programs for state and local law enforcement agencies are faced with reduction or elimination to achieve savings of \$1.4 billion within the budget.

Programs including the Byrne Justice Assistance Grant (Byrne-JAG) program and the Byrne Discretionary Grants, which respectively received \$416 million and \$192 million in FY2006, the Weed and Seed Program fund (\$50 million in FY06), juvenile justice programs (\$343 million) and Public Safety Officers Benefits (\$73 million) would be consolidated into an expanded "Justice Assistance" account and total funding reduced from \$1.8 billion to \$1 billion. From the information provided with the budget documents, it appears that many of these would no longer exist as unique programs.

Others accounts would be scaled back significantly, including the Bulletproof Vest Partnership Program; funded at \$30 million in FY2006, the program would be continued at \$9.8 million. The DNA initiative, focused on reducing or eliminating the backlog of DNA evidence waiting to be processed, would receive a large boost, from \$109 million to \$176 million.

The Community Oriented Policing Services (COPS) office programs would also be dramatically reduced. Overall funding would fall from \$478 million to \$102 million, a 79% decrease. Many programs would be discontinued, including the account for Law Enforcement Technology and Interoperable Communications (\$140 million in FY2006), offender re-entry programs (\$5 million) and the initiative to reduce gang violence (new in FY2006 at \$40 million.) The remaining programs would mostly be reduced, including the Methamphetamine Hot Spots Program which would be cut to \$40 million (a \$23 million reduction.)

The budget proposes a major funding increase for the Project Safe Neighborhoods initiative, which targets firearm-related crimes. That program would receive \$395 million, an increase of \$154 million, or 64 percent over 2006. DOJ's counter-

terrorism programs, spread among a variety of agencies ranging from the FBI to the Drug Enforcement Administration, would receive \$3.3 billion, 10 percent more than in regular fiscal 2006 appropriations.

In the proposal for the Department of Homeland Security (DHS), overall funding for terrorism preparedness would fall \$612 million to \$3.4 billion. State and local grants that benefit police, firefighters and other first-responders would be slashed by 13 percent to \$2.6 billion, according to DHS briefing material. To receive homeland security grants, states would be required to develop a strategy for interoperability of radio and other communications systems during emergencies.

The DHS proposal reduces the State Homeland Security Grant Program from \$550 million to \$205 million, all of which is dedicated to specific programs leaving no funds available for formula grants. The Law Enforcement Terrorism Prevention program (\$400 million in FY2006) would be eliminated. Some of these grant funds would be offset by \$633 million for grants to states and territories for enhancing capabilities to prevent, deter, respond to and recover from acts of terrorism. This grant program would be allocated by the

Secretary based on risks, threats, vulnerabilities, and unmet target capabilities, with each state guaranteed to receive at least 0.25% of the total allocation.

As the Senate has considered the FY 2007 Congressional Budget Resolution, a number of amendments have been introduced which affect law enforcement priorities. Senator Debbie Stabenow, who reacted strongly to the cuts recommended in the budget proposal, continued her fight for funding of interoperable communications systems for first responders. Senator Stabenow and Senator Carl Levin introduced an amendment which would dedicate \$5 billion to fielding effective and reliable interoperable communications equipment; the amendment was rejected by a vote of 43-55. An amendment offered by Senator Joe Lieberman and cosponsored by Senator Stabenow to provide \$8 billion in additional funds for law enforcement, homeland security and first responder programs in the Departments of Homeland Security and Justice, including an additional \$1.2 billion for first responders, was rejected by a vote of 43-53.

Both Senators supported an amendment to fund the Byrne-JAG program at \$900 million for FY2007. This would bring the program up to the level of funding provided in FY 2003 and represents a \$484 million increase over the FY 2006 enacted level.

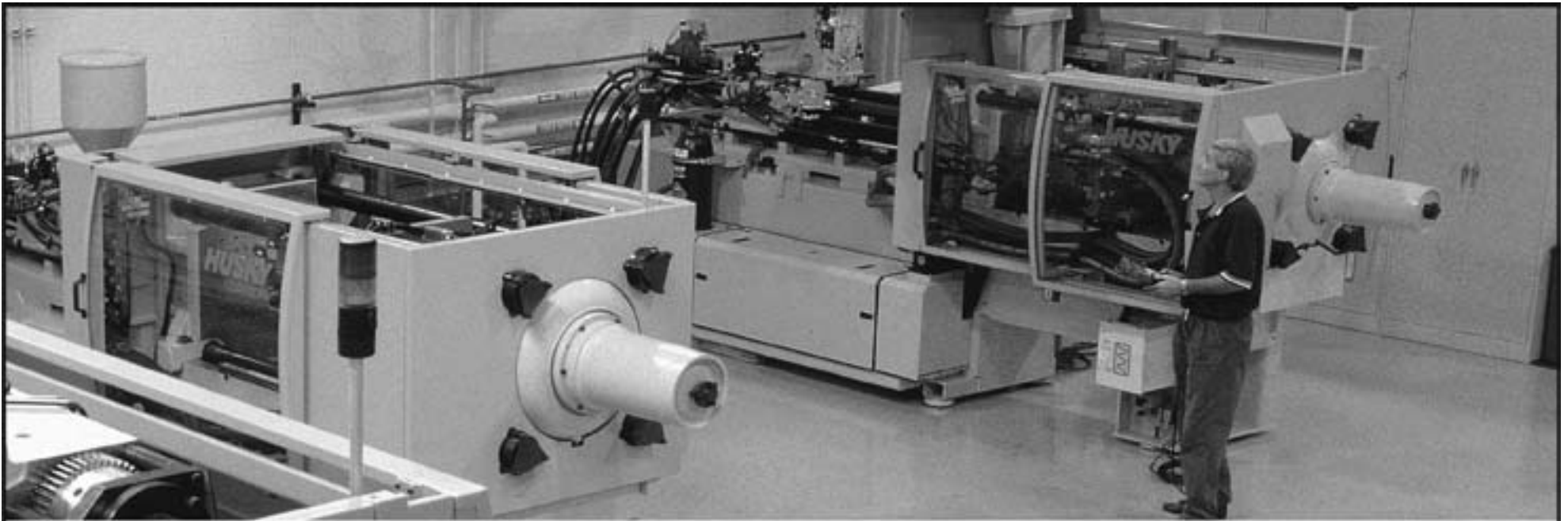
Other amendments adopted include \$99 million for the Methamphetamine Hot Spots program (\$64 million was appropriated in FY 2006) and \$2 billion for immigration enforcement efforts including the reinstatement of funding for the State Criminal Alien Assistance Program (last funded at \$405 million).

Preparations are under way in Washington, DC for National Police Week events (May 12-16) and the annual service at the National Law Enforcement Officers Memorial. The POAM Washington office is also making arrangements for its annual Congressional Reception on May 16, which will this year be held in the Mansfield Room inside the U.S. Capitol. This event helps to raise the visibility of the commitment and sacrifices of Michigan law enforcement officers. In addition, POAM takes this opportunity to recognize and express appreciation for the hard work of elected officials who support justice programs in the state and across the country. Please join POAM for this special night if you are in Washington.

This promises to be a difficult year as funding and other issues are addressed in the lead up to the mid-term elections in November. The POAM Washington office will continue to engage the members of the Michigan delegation throughout this process and report back on developments in future issues. If you have any questions about any federal law enforcement issue, please do not hesitate to contact us at (202) 544-9840.



Dennis McGrann



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Agreements gain vital benefits for POAM members

Summaries and highlights of recently completed local contract negotiations and 312 arbitrations



Negotiated Redford Township POA

Duration: 4/1/2005 – 3/31/2009

Wage increases:

1st year 0%

2nd year 2%

3rd year 3%

4th year 3%

Top patrol base pay to \$58,877

- Members may now purchase up to 2 years of generic service and two years of military service to enhance service time.
- Dispatchers to receive 104 more hours of vacation time.
- No changes to medical benefits.

Bargaining team consisted of Eric Norman, Rick Hassel, Lisa Sexton and Jason Haas who were assisted by POAM Business Agents William Birdseye and Kenneth E. Grabowski.

Negotiated Grand Traverse County DSA

Duration: 1/1/2005 – 12/31/2007

Wage increases:

1st year 3%

2nd year 2.25%

3rd year 2.25%

- Increase personal time by 8 hours.
- Add 2 additional vacation days.
- Christmas Eve and New Years Eve are now Holidays.
- Remove cap on short term disability.
- Fully paid health priority HMO with a 10/30 drug card.
- Employer to pay 50% of retiree's health care with no cap on current employees; \$375 cap for new employees.
- No longevity for new employees.
- Traded supplemental health coverage at Medicare age for health care at retirement.

Bargaining team consisted of Union President Paul Postal, Dawn Wagoner, Mike Trombley and Nate Raider who were assisted by POAM Business Agent Pat Spidell.

Negotiated Greenville Public Safety

Duration: 7/1/2004 – 6/30/2008

Wage increases:

1st year 2.92%

2nd year 2% plus COLA formula given to non-union employees.

3rd year same wage and COLA provided to all other city employees.

4th year same wage and COLA provided to all other city employees.

- Parties agreed to a one year trial period on 12 hour shifts.
- Employer will provide at no cost to the employees a Priority Health plan 90/10 POS, a prescription card of \$10/\$40 and \$20 office visits.

Bargaining team consisted of Mike Stump and Keith Swanson who were assisted by POAM Business Agent Jim DeVries.

Negotiated Isabella County 911

Duration: 10/1/2005 – 9/30/2008

Wage increases:

1st year 2%

2nd year 2%

3rd year 3%

Top pay for dispatchers to \$35,500

- Employer to provide BC/BS Community Blue 4 with \$20 office visit and a \$10/\$40 RX card for no cost to the employees. Employees may buy up to the Plan 1 or 2.
- Employees opting out of insurance coverage shall receive \$100 per pay.
- Union has the option to an enhanced pension plan if employees pay the difference in cost.

Bargaining team consisted of Sharon Powell and Dana Humphreys who were assisted by POAM Business Agent Jim DeVries.

Negotiated Bronson POA

Duration: 7/1/2006 – 6/30/2009

Wage increases:

1st year 2.5%

2nd year 2.5%

3rd year 2.5%

Top patrol base pay to \$40,632

- Increase sick time accumulation from 56 to 80 hours.
- Allow employee to purchase MERS pension improvement at the employees' cost.
- Incorporate letter of understanding on 12 hour shifts into contract.
- Footwear allowance increased from \$100 to \$150.

Bargaining team consisted of Union President Al Mencia who was assisted by POAM Business Agent Jim DeVries.

Negotiated Franklin POA

Duration: 1/1/2006 – 12/31/2009

Wage increases:

1st year 2.5%

2nd year 2.5%

3rd year 2.5%

4th year 2.5%

Pension: E2 cost of living locked in on January 1, 2006.

- Added 1 vacation day.
- Cap vacation bank at 60 days with the ability to sell back to the Village.
- Medical coverage remains status quo with no contributions, co-pay on medications increased from 10-20 to 10-40.
- Seniority locked in by all shifts.

Bargaining team consisted of Union President James Gardner and Vice-President Brian Crane who were assisted by POAM Business Agent Gary Pushee.

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Pages 2, 21 and 35	Page 13	Pages 23-24



PURCHASING or REFINANCING

To my colleagues in law enforcement, my name is Joe Bunting and I am a police officer in Michigan. I am assisting my wife, Jennifer, an FIMC Loan Representative, to educate my fellow officers and their families and friends on how to purchase a mortgage without paying all the extra and unnecessary fees. Whether you are going through FIMC or not, allow FIMC to educate you on the correct fees to pay before you commit to a mortgage. The FIMC philosophy is to educate clients on every aspect of the mortgage process.

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