

POLICE OFFICERS ASSOCIATION OF MICHIGAN

27056 Joy Road • Redford, MI 48239-1949

March 5, 2008

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Voice Mail Extension

Mike Royal, President
Wayne County Deputy
Sheriffs Association
34900 Plymouth Road
Livonia, MI 48150-1423

Re: Service Agreement Proposal

Dear President Royal:

At the conclusion of our meeting of March 3, 2008, it was agreed that POAM would tender a proposal for a service agreement relationship with the Wayne County Deputy Sheriffs Association (WCDSA).

As you are aware, the POAM has received sufficient representation election cards executed by members of the WCDSA to seek an election pursuant to the Public Employment Relations Act. In lieu of POAM pursuing the election petition, we propose an arrangement wherein POAM will provide services to your association and its membership. Under this arrangement, the WCDSA will retain its independent status as the certified/ recognized collective bargaining representative under the Public Employment Relations Act, as well as retention of the elected Board and operational structure, including personnel utilized for labor relations matters, building expenses and related costs.

During our meeting you expressed a desire to continue performing day-to-day labor representation activities with your current organizational structure. Our proposal recognizes a continuation of the involvement of your existing organizational structure with POAM performing, under a service agreement, direct and/or support labor representation activities. Your existing elected officers will determine how involved you want POAM to be in fulfillment of the service agreement.

By this proposal your elected officials will have the flexibility of determining if your membership dues should be reduced from the current \$54 per month amount in recognition that POAM's size and efficiency will yield greater results on a less costly basis than your organization is currently experiencing.

POAM hereby offers a service agreement, under the following terms and conditions:

1. POAM and the Wayne County Deputy Sheriffs Association are and shall remain completely independent organizations.
2. POAM shall act as the service agent of the Wayne County Deputy Sheriffs Association, with respect to the following functions:
 - a. Filing of any representation petitions on behalf of the WCDSA with the Michigan Employment Relations Commission and representing the association in any certification or decertification proceedings;
 - b. Representing the WCDSA in collective bargaining with the public employer on behalf of the WCDSA;
 - c. Representing the WCDSA in mediation, fact-finding and compulsory arbitration proceedings under P.A. 312 of 1969, as amended;
 - d. Representing the WCDSA in unfair labor practice proceedings filed by and against the bargaining unit;
 - e. Representing the WCDSA in connection with any litigation naming the WCDSA in its capacity as the certified/recognized collective bargaining representative;
 - f. Administering and enforcing the collective bargaining agreement, including processing of grievances and arbitration thereof. POAM shall be responsible for the full cost of up to 30 arbitration cases initiated on an annual basis;
 - g. Gathering of research data needed for collective bargaining, mediation, fact finding and contract arbitration purposes;
 - h. Representing the association as appropriate before state and local legislative bodies;
3. The aforesaid listing of services include all personnel deemed necessary by POAM including business agents, administrative and clerical staff and legal counsel.

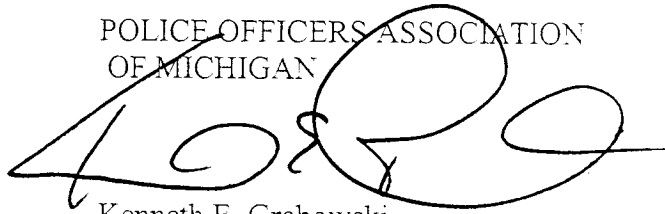
4. Legal representation shall also be extended to the WCDSA in the event of any legal dispute with any international union, including decertification issues and property disposition/retention matters.
5. WCDSA members shall be eligible to participate in the POAM extended civil/criminal representation plan for an additional \$5.00 per month, per individual member for legal representation in the event of criminal charges arising from on or off duty incidents, including of-counsel representation in civil litigation, as more fully described in the POAM Extended Civil Criminal Representation Plan.
6. Any collective bargaining agreement executed with the public employer shall be in the name of the Wayne County Deputy Sheriffs Association.
7. Consistent with the independent status of the WCDSA, POAM's service shall only be in the capacity of an agent to the WCDSA, such that the WCDSA shall retain its liability, if any, to its membership in its capacity of exclusive bargaining representative of the unit.
8. In consideration of the services to be provided by POAM to the WCDSA, a service fee of \$12.00 per pay (based on 26 pay periods) for each employee within the bargaining unit shall be assessed. Existence of an employee is determined by an individual that is on the payroll of the employer for any part of the month. The service fee shall be adjusted as future wages increases are negotiated on behalf of the bargaining unit on the basis of six-tenths (6/10) of 1% of the top deputy rate of pay. The service fee will be due and payable on the 10th of each month with the association providing a list of employees on payroll monthly.
9. The agreement will remain in effect until expiration of the first collective bargaining agreement which is executed between the employer and the WCDSA subsequent to execution of the service agreement, but no less than three years from date of execution of the service agreement between POAM and the WCDSA.
10. POAM acknowledges that the service fee shall be the full and only charge to the WCDSA for services, including professional fees and costs (attorney fees, labor economist fees, expert witnesses, arbitrator fees, filing fees, printing or duplication costs and data collection costs).

Please review this proposal with your governing body and advise of your position. We are confident that a mutually acceptable arrangement can be entered into which will benefit your membership and avoid filing of an election petition.

Should there be any questions, please do not hesitate to contact me.

Sincerely,

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

A handwritten signature in black ink, appearing to read 'K. Grabowski', written over the printed name and title.

Kenneth E. Grabowski
Business Agent

KEG/hai

cc: William Birdseye, Business Manager
Frank A. Guido, General Counsel
Ed Jacques, Director of Member Services