



POLICE OFFICERS ASSOCIATION OF MICHIGAN

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October 9, 2008

Jim Oleksinski, Esq.
Wayne County Labor Relations Division
221 Wayne County Bldg
Detroit, MI 48226

Re: Wayne County/SEIU Local 502 Negotiations-Waiver

Dear Mr. Oleksinski:

POAM is in receipt of the proposed waiver agreement pertaining to the Wayne County and SEIU Local 502 negotiations. Portions of the waiver agreement are not acceptable to the POAM. The waiver, as proposed, is too expansive in eliminating rights which POAM may assert on behalf of the membership in the event we are certified as the bargaining representative.

We are not opposed to negotiations between Wayne County and SEIU Local 502 which will avert layoffs. The extent of the waiver which we will agree to is limited to our not raising any objection in the election process. We cannot agree to be permanently bound by any agreement reached which carries forward into the period in which our representation status will commence, in the event POAM is elected.

Notwithstanding the aforesaid, any waiver which we execute is conditioned on SEIU Local 502 withdrawing its unfair labor practice charges, in order that the democratic process of the election may carry forward. In addition, the intervener in the representation election, Wayne County Deputy Sheriffs Association, must also agree to a waiver, at a minimum, under the same conditions which POAM expresses herein.

As a result, the waiver by POAM, as expressed in paragraph one, shall be deemed effective upon satisfaction of the conditions expressed in paragraphs two and three hereafter:

1. Notwithstanding the current petition for representation proceedings (MERC Case No. R08 E-077) initiated by the Police Officers Association of Michigan ("POAM") on or about May 6, 2008, in an effort to minimize the number of potential layoffs of non-supervisory police officers from the County of Wayne, the POAM agrees to permit the County and SEIU – Local 502 to continue bargaining, without POAM raising the existence of such bargaining as an objection in the representation election process. In the event such bargaining results in an agreement ratified by the membership, such agreement shall remain in effect until such time as POAM, if elected as the representative of the bargaining unit, reaches an agreement with the County of Wayne/Sheriff through

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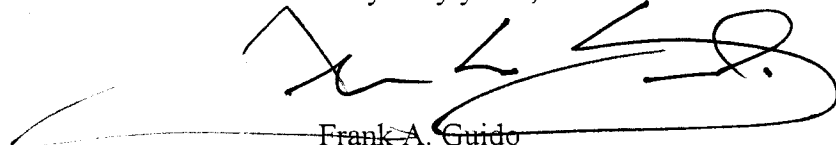
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collective bargaining or compulsory arbitration, provided further that POAM shall not be deemed to have waived the right to seek retroactive application, to the date certification issues, of any wages, hours, terms and conditions of employment agreed to through negotiation or compulsory arbitration.

2. SEIU Local 502 shall withdraw its unfair labor practice charges associated with the representation election proceeding in R08 E-077 and agrees not to raise any additional challenge due to the occurrence of bargaining between the County and SEIU Local 502.
3. Intervener, Wayne County Deputy Sheriffs Association also agrees to waive raising any challenge in the representation election proceeding due to the occurrence of bargaining between the County and SEIU Local 502.

Once again, if the conditions in paragraphs two and three are satisfied, this correspondence shall be deemed an effective waiver on behalf of POAM by signature of the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Frank A. Guido', written over a horizontal line.

Frank A. Guido
General Counsel

FG/hai

cc: Bill Birdseye
Kenneth E. Grabowski
Ed Jacques