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Law Enforcement JOURNAL



Winter 2009

Wayne County Deputies Join POAM

By Ed Jacques, *LEJ* Editor

After decades of consideration and an aggressive internal recruiting campaign, Wayne County Sheriff's officers have finally affiliated with a police union. The collective bargaining unit numbers approximately 1,000 members and is the second largest police department in Michigan, following the City of Detroit. The group was previously represented by the Service Employees International Union (SEIU).

The initiative began when an already frustrated group of employees received details of their published Act 312 award in December of 2007. The local association was unsatisfied with the Arbitrator's ruling on wages and health care on top of an existing poor pension plan. There were also some significant language miscues by their arbitration team that would eventually have a negative impact on probationary and low seniority employees.

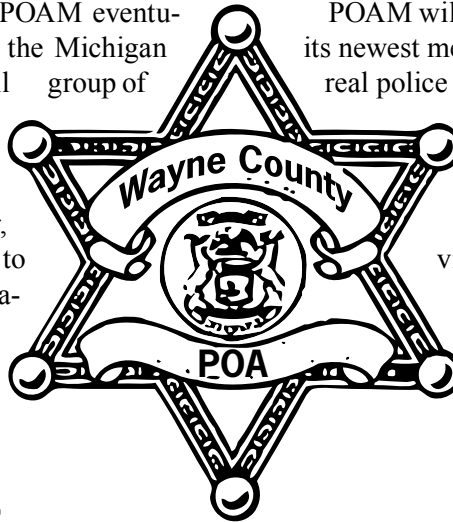
Interest cards were disseminated to members and POAM eventually filed a petition for a representative election with the Michigan Employment Relations Commission (MERC). A small group of employees (10%) also signed interest cards to have an independent association included on the ballot, the Wayne County Deputy Sheriff's Association. In an unprecedented move, the current union and employer, ten days before the ballots were to be mailed, tried to rush a last minute contract to the employees for ratification. Members overwhelmingly rejected the contract in their ratification vote. In another futile attempt to block POAM's now obvious victory, SEIU filed frivolous unfair labor practice (ULP) charges against Wayne County.

Wayne County promptly sent pink slips to approximately 85 employees of their immediate layoff and another 85 employees of a layoff 14 days later. Remember that poor language in the Act 312 award mentioned earlier in this article? The employer pointed to that and instituted a "pool" program where they immediately offered work to those laid off employees without benefits. Participation in the "pool" dwindled as employees realized that signing up would only kill any chance they had of recall.

MERC has heard arguments on the ULP and also opened the ballots and recorded the vote. POAM received nearly 75% of the vote and upon dismissal of the ULP's, will be certified as the bargaining agent for Wayne County Deputies, likely in February of 2009. Current board members have committed to working with POAM as a "transition team" before MERC certifies the vote.

POAM will certainly negotiate the best possible economic deal for its newest members and many officers are looking forward to how a real police union will handle its day-to-day business. Training for the Executive Board and stewards, the proper filing and follow-through on grievances, the availability of their POAM business agent, and a new set of by-laws to run their local union are going to be welcomed services to the membership.

The entire POAM staff is poised and ready to assist the local association on every issue. POAM's Business Manager, William Birdseye; Business Agent Kenneth E. Grabowski; and Dave LaMontaine have been assigned to represent the group. □



Gregg Allgeier (left) and Jeff Gee (right) thank Mayor O'Reilly.

Dearborn Re-Institutes Defined Benefit Pension Plan

By Ed Jacques, *LEJ* Editor

After nearly two years of tough negotiations with the previous contract and administration and an ensuing Act 312 petition filed by the City of Dearborn against the Police Officers Association of Michigan and the Police Officers Association of Dearborn, Arbitrator Donald Burkholder rendered an award securing a union victory on the vast majority of issues presented in the case. However, Burkholder did side with the employer on one key issue – a defined contribution pension plan for new employees. POAD President Jeff Gee was pleased with the outcome, considering the number of issues his association prevailed upon, including wages and health care, but knew that a two tiered pension system would eventually pose problems within his unit.

Shortly after the arbitration award, Gee and then Vice President Gregg Allgeier established a relationship with

the new Mayor John B. O'Reilly, Jr. and new City Council President Thomas Tafelski. They discussed policies and procedures within the department, but also took the opportunity to bend the administration's ear on upcoming negotiations and the negative impact that a defined contribution plan would have on the department. O'Reilly and Tafelski were sympathetic and promised to do everything possible to maintain the high standards and reputation of the Dearborn Police Department.

Eventually, recruiting sessions at the department went from hundreds of applicants to approximately 50, with only a dozen qualified candidates. Gee and Allgeier checked with neighboring POAM departments and did not see the same problem. Speaking with newer officers hired at those

Continued on page 24

Signed and Sealed

Agreements gain vital benefits for POAM members

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

Negotiated

Police Officers Association of Dearborn

Coming off a previous 312 award where an arbitrator had taken away the defined benefit pension plan for new hires, the negotiating team was successful in working with the City in reaching a six-year agreement and correcting the pension for new hires. Extensive credit has to be given to the newly elected Mayor, John B. O’Rielly, Jr., who actively participated in research into the wages, benefit and pension of the Dearborn police officers. Mayor O’Reilly recognized that employees must have some type of a viable pension system and the defined contribution plan as awarded by the previous arbitrator would not provide that level of protection to his police officers. The following agreement was reached.

Wage Increases:

- July 1, 2006 – 2% across-the-board increase
- July 1, 2007 – 2% across-the-board increase
- July 1, 2008 – 0% across-the-board increase
- July 1, 2009 – 2% across-the-board increase
- July 1, 2010 – 1% across-the-board increase
- July 1, 2011 – 3% across-the-board increase

Bringing the top pay of a Dearborn police corporal to \$67,030.

Health Care Benefits: Health care benefits were modified to change some carriers but provide the basic coverage as status quo with drug co-pays being set \$15 generic/\$30 for brand name. The City will continue to provide the traditional Health Alliance Plan at no cost. Should an employee choose the higher cost Community Blue PPO coverage, the employer will pay a monthly co-pay of \$47.25 for family, \$17 for two person, \$10 for single. Employees hired after July 1, 2009 will pay the full amount for the higher coverage if so chosen. The City is also offering a flexible benefit plan as an option.

Pension: Employees who are currently in the defined contribution plan will have the option of participating in the Municipal Employees Retirement System. The benefit provided will be Plan B-4 with the D-2 rider F-50 retirement V-10 FAC-3 with an employee contribution rate of 5%. All employees will have the option of purchasing past service credit for years served from the defined contribution plan. All new hired employees will have the option upon hiring of choosing the defined contribution plan or MERS defined benefit plan.

The bargaining team consisted of Gregg Allgeier, President; Jeff Gee, Vice President; Allan Brys, Treasurer; Mike Ball, Steward; assisted by Kenneth E. Grabowski.

Negotiated

Belleville POA

Duration: 07/01/2006 – 06/30/2011

Wage Increases: (Full Retro)

- 2006 – 1.0%
- 2007 – 1.0%
- 2008 – 2.0% + \$300 signing bonus
- 2009 – 2.5%
- 2010 – 3.0%

- Health care and pension remain status quo.
- Good Friday added as an additional holiday.
- Bereavement and other contract language improved.

Bargaining team consisted of Ken Voigt who was assisted by POAM Business Agent Thomas Funke.

Negotiated

Almont POA

Duration: 07/01/2008 – 06/30/2012

Wage Increases:

- 2008 – 3.5%
- 2009 – 3.0%
- 2010 – 3.0
- 2011 – 3.0%

Bringing top pay for police officers to \$50,668.

- Pension improved to MERS B-3. Officers contribute an additional 1% for the pension improvement.
- Field training officers receive an additional \$500 per year.
- Longevity payments increased \$100 per year.
- Life insurance increased to \$50,000.
- The employer will now furnish and clean uniforms instead of a uniform allowance.

Bargaining team consisted of John Morse and Mark Bosma who were assisted by POAM Business Agent Kevin Loftis.

Negotiated

Bloomfield Hills Dispatch

Duration: 07/01/2006 - 06/30/2009

Wage Increases:

- 2006 – 3.0%
- 2007 – 3.0%
- 2008 – 3.0%

Bringing top pay for dispatch officers to \$43,515.

- New 3.0 pension multiplier at no cost to employees.
- Increased holiday pay from \$1,500 to \$2,250.
- Increased shift premium to \$1 per hour
- Health care costs for single employees is \$100 per year; family coverage is \$200 per year.

Bargaining team consisted of Patricia Foost and Gary Houghton who were assisted by POAM Business Agent Tom Griffin.

MORE ON PAGE 27



Law Enforcement JOURNAL

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- Mid-States Coalition of Police Officers

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From the President's Desk

by Jim Tignanelli

Welcome 2009

By the time this reaches you, "Black Friday," the Christmas holiday, and New Year's Eve will have come and gone. I hope the new year finds you and your family healthy and ready for that which approaches.

We have some issues to bring to your attention and, as they say, there is "no time like the present" to do so. If you haven't already, please check our new and improved website at www.POAM.net. As in the past, it continues to be a work in progress, but then, shouldn't a website be just that? We are exceptionally proud of the new product. You might be surprised to know that it is among the top law enforcement sites visited in the country. The site now includes a "blog" where the members can comment on topics that have already been introduced or, in the alternative, offer a topic that they feel needs to be brought up. POAM merchandise is now available from just a "click" of the mouse. There is a very comprehensive section on grievances (includes a grievance form), and union representation with printable Garrity forms, details of Lauderhill, Weingarten and other pertinent cases which you may need to better represent your membership. Much of our printed Law Enforcement Journal will be available online as well as a very efficient means of communicating with our POAM staff. Now you are

"24/7" and so is POAM.net. Check it out!

We recently sent a request to your local leadership in an attempt to get e-mail addresses. I was pleased with the response that we got. E-mail has become a very efficient means of communication. Not only is it fast, but you can read and/or respond to them from your home or department at literally any time of the day. In the coming weeks, I will be sending out an "e-mail blast" of what we think are newsworthy issues to you. Often it will be to alert you to something that is expressed in detail at our website or some other electronic information source. I hope you like it.

Our June seminar is in the preparation stage. While there will be at least two topics covered, I'm certain that one of them will be on the importance of your group's involvement in local and statewide politics and to bring you the latest rules that apply to political action committees. Good deals are hard enough to make. It behooves you to remind county commissioners, local mayors and council persons, township supervisors and their trustees that people respect your opinion. No deal gets done until they vote on it. The other topic is still under consideration. Please contact your local business agent if you have an idea on something you would like considered.

Until then, please be careful out there and be the one your fellow members can depend on. There is no substitute for good local leaders. All my best to each of you! ☐



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Inside this issue

F E A T U R E S	◆ Wayne County Deputies Join POAM -----	1
	◆ Dearborn New Hires Get Back DB-----	1, 24
	◆ Lathrup Village Loses Officer-----	11
	◆ Workers Comp Advice -----	13
	◆ Tales From the Trenches -----	14
	◆ Pension Watch-----	17
	◆ Guns N' Hoses -----	20
	◆ DSAM vs. Sheriff's Training Council -----	21
	◆ New FMLA Info -----	23
	◆ Media Distortion -----	25

The Regulars

Signed & Sealeds	-----	2, 27, 30-31, 35
From the President's Desk	-----	3
Vice President's Viewpoint	-----	4
Treasurer's Ledger	-----	5
Secretary's Notepad	-----	6
The Director's Chair	-----	7
Generally Speaking	-----	9, 26
Training	-----	15, 26, 34
MCOLES Report	-----	21
Federal Perspective	-----	29
Letters	-----	32-33



Vice-President's Viewpoint

by Dan Kuhn

Horse's Ass Award is Death Knell to Worst Administrators

The beginning of 2009 will bring a change to 32 of the 83 Michigan counties, but none gives me more satisfaction than the defeat of the POAM's 2007 Horse's Ass Award recipient Ronald Bouldin of Arenac County. I'd like to congratulate the citizens of Arenac County and the members of the Arenac County Sheriff Department for having the fortitude and courage needed to turn the department and the county over to a reasonable, and dedicated new sheriff. POAM endorsee Jim Mosiscki will be a welcome change for at least the next four years, and we look forward to our future relationship with the Arenac County Sheriff Department.

It's now time to repair the relationships that were damaged under Bouldin's reign of terror, and get back to the job that the people of Michigan elects a sheriff to do. That job is to serve, and represent the citizens, not yourself. A good reminder to all sheriffs is that the office you occupy is not your office, but the people's office. And thankfully, when you abuse the privilege entrusted to you, and forget that, it can be taken away, and given to someone else to occupy. Arenac County will be much better served without the likes of former Sheriff Ronald

Bouldin, former Undersheriff Robert Fitzgerald, and the former editor of the Arenac Independent, Roberta Haus. Happy new year citizens of Arenac County!

I would also like to congratulate and wish success to the new Sheriff of Saginaw County, Bill Federspiel, and the new Sheriff of Clare County, John Wilson. Both have been longtime POAM members, and friends, and both unseated long time incumbent sheriffs in their counties. I look forward to, and anticipate strong labor/management relations in both of those counties as well. My dream, is that one year we will have no nominations for the Horse's Ass Award, and that our relationships with all of the administrators throughout Michigan is one that looks out for the good of not only the municipality in question, but one that looks out for the best interests of the members that the POAM represents. Like I've said many times before, the POAM is a much better friend, than foe. Just ask the past award winners how true that is...if you can find them.

Happy new year everybody! Stay safe.

With deepest sympathy, our thoughts and prayers are with the Samborski family. □

To all Law Enforcement Agencies and their respective Fire Departments:

5-Day Honor Guard Training Class June 15-19, 2009

The Wyandotte Police Department Honor Guard and DFL Honor Guard Training of Goshen, Indiana will be hosting a 5-day Honor Guard training class Monday June 15, 2008- Friday June 19, 2009.

MCOLES / 302 FUNDS APPROVED: COURSE #4665

DUE TO THE INTEREST AND RESPONSE FROM OUR PREVIOUS CLASSES, THIS SCHOOL IS EXPECTED TO FILL EXTREMELY FAST.

The purpose of this class is to prepare students to render the appropriate and proper honors to a fallen Officer or Fire Fighter and to represent their respective agencies in a dignified and professional manner. Students attending this program leave as a cohesive team with a renewed sense of pride and a greater understanding of the Honor Guard traditions.

TUITION: \$325 PER PERSON AND INCLUDES:

- UNIFORM OF THE DAY: HAT & THREE SHIRTS
- MANUAL & STUDENT I.D.
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- GRADUATION CEREMONY & CERTIFICATE
- FORMAL CATERED RECEPTION
- CLASS PHOTO
- COMMEMORATIVE CHALLENGE COIN

Class will begin promptly at 0800hrs and is expected to conclude at approximately 1700hrs each day during training at which time students will receive intensive, hands on instruction in:

- Basic Drill, Manual of Arms
- Color Guard, Flag Law / Flag Etiquette
- Casket Watch, Casket Movement
- Firing Party
- Bell Ceremony (Firefighters)

Class will conclude on Friday June 19th with the final exam and graduation in which students will carry out the assignments and responsibilities of a simulated full honors funeral.

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- EQUIPMENT NEEDED (provided by student) :
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 - CEREMONIAL WEAPONS & 25 RND S BLANK AMMO (MIN)
 - CEREMONIAL AXE OR PIKE POLES (Fire Departments)

**CLASS IS STRICTLY LIMITED TO 60 STUDENTS
PAYMENT & REGISTRATION DEADLINE IS:
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OR E-MAIL AT AXELF63@WYAN.ORG



The Treasurer's Ledger

by William Birdseye

Welcome Wayne County Deputies

It's been a long time coming and on the day that I write this column for the *Law Enforcement Journal*, POAM has not yet been certified as the official bargaining agent for Wayne County Deputies. But, that day will come soon and when it does, members need to know what to expect from their new Union. And I might add, what their leaders can learn from our extensive experience.

In essence, Local 502 has been operating as its own independent Association, with no oversight. That has forced many of your previous leaders to "wing it" on important union matters, including negotiating new collective bargaining agreements. Your previous status has led to an isolation of your group because of no real networking with other significant local police unions and the training that's necessary to be an effective advocate for employees.

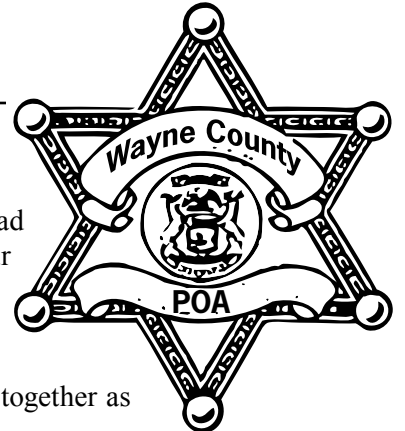
The good news is that is about to change-and fast. Legitimate grievances will be processed promptly and followed through to their conclusion. All stewards will receive thorough and on-going training. Communication to effected individuals and the group as a whole will be vastly improved. Your bargaining committee and POAM will be totally prepared and not bullied at the negotiating

table, securing the best possible economic deal for members.

POAM support staff has already had numerous meetings with many of your colleagues and assisted in drafting proposed by-laws for your consideration and input. We have met with your current elected officers and agreed to work together as a transition team.

Office space and full use of our facilities will be made available to your leadership. Dave LaMontaine, Ken Grabowski and I will be working extensively with your Executive Board and Stewards. It is our hope that other members, even if they are not serving on the executive board, will attend our on-going training sessions and annual convention in Grand Rapids, Michigan every June.

We appreciate your overwhelming vote of support and are anxious to start providing the expert representation that you all deserve. On behalf of our entire membership, welcome to the POAM! □



WELCOME NEW MEMBERS

JULY 1, 2008 - December 31, 2008



PREVIOUS AFFILIATION: POLC

CITY OF MONROE POA

CITY OF MONROE COMMAND

HARPER WOODS POA

LAKE COUNTY 911

PREVIOUS AFFILIATION: AFSCME

BENZIE COUNTY GENERAL EMPLOYEES

PREVIOUS AFFILIATION: TEAMSTERS

SAGINAW COUNTY ANIMAL CONTROL

PREVIOUS AFFILIATION: SEIU

WAYNE COUNTY DEPUTIES

PREVIOUS AFFILIATION: NONE

TAWAS POLICE ASSOCIATION

WELCOME TO POAM!



Secretary's Notepad

by Thomas Funke

National Joint Police Union-Management Executive Symposium Held in Michigan

The first National Joint Police Union-Management Executive Symposium was held in East Lansing, Michigan at the Kellogg Hotel from October 27-31, 2008 and was sponsored by the Labor Education Program of the School of Labor and Industrial Relations at Michigan State University.

The five-day symposium consisted of the following presentations: The Future of Policing, Managing Change in a Joint Environment, Interest-Based Approach to Problem-Solving, Applying Joint Strategies and Initiatives, and Next Steps to Moving Forward Jointly. The week long event encouraged all newcomers to the area and lifelong Michiganders to experience some of Mid-Michigan and share their experience with new friends. The contact building experience didn't end with the day long seminars, but transferred to the nearest public establishment for evenings of fun and laughter.

Unions from across the nation as well as Ottawa and London, Ontario, Canada, Sydney and South Wales, Australia, and the Turkish National Police participated in the joint effort to relieve tensions and learn to understand each others specific positions and needs within their specific police environment. Representatives from the following Michigan po-

lice departments joined in this inaugural event: Lansing PD, Kalamazoo Public Safety, Saginaw PD, Ingham County DSA, and Livonia PD.

Chiefs and Union Executives worked all week on building bridges over their former hostilities and assumptions towards each other. The symposium relied on the advancement of interpersonal relationship skills that would benefit both union and management. Workshops were created throughout the week that encouraged all participants to be honest and respectful while allowing the others to do the same.

I was impressed with the level of calm discussions and reasonable solutions that were presented throughout the course of the seminar. I learned that at times, it is in the best interest of the union executives to work with management/command and personnel within the city or county that they're employed. The discussions made looking at both sides of an incident easier and not turning it into an "us vs. them" moment.

I was approached by my Chief of Police (Livonia) and asked if I would be interested in joining him for this week long event. I agreed and have not regretted a moment of this learning experience. I would highly recommend that anyone with the opportunity, should express interest to their command/management that they jointly attend the next symposium. □

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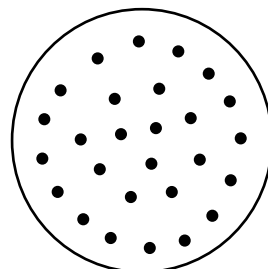
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FINANCIAL TROUBLE 7	MARRIAGE PROBLEMS 8	FAMILY PROBLEMS 9
* 0	MENTAL HEALTH 0	# #

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POAM LIFELINE

Studies show excessive stress may cause emotional, mental and physical problems. Law enforcement personnel face more stress than other professionals. The POAM Executive Board, recognizing this need, developed LIFELINE.

Professional help for officers or families is now only a call away.

Help when you need it.



The Legislative Director's Chair

by Kenneth E. Grabowski

Change is Coming!

The voters of this state and nation have spoken and we will definitely see a different mode of governing than we have seen in the past few years. At the state level, the Democrats have gained stronger control of the House. Our friend Andy Dillon has been re-elected as the Speaker. POAM was successful in endorsing a high percentage of the winning candidates in the Michigan House. As I am sure you are aware, the economic condition of the state continues to deteriorate. Hopefully, by the printing of this column our federal legislators have decided to put America first and assist our auto companies through this economic chaos. Negotiations for labor contracts for police officers are becoming more and more difficult. Tax monies are drying up for our local communities and if one of our major automotive companies fails, it will be a whole new ball game for negotiating contracts. Let's hope our elected officials have put America first over our foreign competitors and maintain a manufacturing base in the country.

On the national level, Michigan has gained two new congressmen, Gary Peters and Mark Schauer. POAM has worked with both of these men in the past and they have always been supportive of law enforcement and we believe their election and change in the political make-up of the Michigan Congressional Delegation will be favorable to law enforcement. Participation by police officers at the local level has continued to be successful. POAM endorsed many candidates at the request of our local associations. We have been able to elect several state legislators; State Representative David Nathan, Rashita Tlaib, John Walsh, Lesia Liss, Vincent Gregory, Vicky Barnett. New sheriffs have taken office in Arenac, Kalkaska and Saginaw counties. We look forward to working with them in support of law enforcement issues. Please remember, contact your legislators both locally and federally and let them know what you think. They do listen to your opinions. □

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

OPTION 1 — Members currently covered by an optical plan:

SVS VISION OFFICE LOCATIONS WILL:

- 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 2 — Members without current vision coverage:

SVS VISION OFFICE 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 OFFICE LOCATION), FOR A MINIMAL ANNUAL FEE OF \$29 PER EACH POAM 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 lens exams

For more information: 800-656-6135 or visit www.svsvision.com

30 Michigan Locations to serve POAM members

For more information, contact your nearest SVS location

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• Allen Park (313) 382-0100	• Imlay City (810) 721-9411	• Saginaw (989) 791-1044
• Brighton (810) 227-2376	• Kentwood (616) 538-6511	• Shelby Twp. (586) 247-2652
• Detroit (Mack) (313) 882-7883	• Lake Orion (248) 693-8666	• St. Clair Shores (586) 778-7542
• Detroit (W. Warren) (313) 240-7551	• Lansing (517) 323-8221	• Sterling Heights (586) 979-6260
• Flint (Lapeer Rd.) (810) 742-6733	• Livonia (734) 421-2844	• Taylor (313) 299-8870
• Flint (S. Linden Rd.) (810) 230-9300	• Marine City (810) 765-3509	• Trenton (734) 675-8197
• Fraser (586) 293-4198	• Marysville (810) 364-5520	• Walker (616) 363-9831
• Garden City (734) 458-5181	• Monroe (734) 243-0960	• Waterford (248) 666-4020
• G. Rapids (Northland Dr.)...(616) 364-4099	• Mt. Clemens (586) 468-7612	• Ypsilanti (734) 572-8822

Generally Speaking

Compulsory Arbitration—Procrastination Leads to Supreme Court “Injustice”

The Public Employment Relations Act prohibits a public sector union from engaging in a strike. Without the right to strike, a labor union lacks leverage in collective bargaining. Compulsory arbitration evolved to create a balance between management and labor so as to avoid disputes and work stoppages in the highly sensitive public safety arena.

The value of the Compulsory Arbitration Act, as an alternate, expeditious, effective and binding procedure to resolve disputes, is lost where labor and management abuse the procedure through unconscionable delay and procrastination in resolving disputes. It is because of such abuse that the Michigan Supreme Court recently issued the decision in *Detroit Firefighters Association IAFF Local 344 v City of Detroit*, which clearly seeks to teach labor, especially in Detroit, a lesson. Unfortunately, the decision does not teach management any lesson, though public employers, especially the City of Detroit, are often more culpable in procrastinating in the compulsory arbitration process. As a result, management temporarily has the table tilted in its favor in one respect in compulsory arbitration. The fallout from the Supreme Court’s decision is that the remainder of public safety unions outside of Detroit will suffer through a devaluing of a fundamental protection under the Compulsory Arbitration Act.

So, you ask, what is the problem created by the Supreme Court’s decision? When parties fail to reach a collective bargaining agreement through negotiation the Compulsory Arbitration Act may be utilized by either labor or management to resolve the dispute. One of the critical provisions within the statute is the status quo requirement under section 13 of the Act. This provision states:

During the pendency of proceedings before the arbitration panel, existing wages, hours and other conditions of employment shall not be changed by action of either party without the consent of the other but a party may so consent without prejudice to his rights or position under this Act.

In the past, when management has attempted to change a wage, hour or other condition of employment established in an expired collective bargaining agreement or by practice, labor could file an action in the Circuit Court under section 13 of the Act seeking injunctive relief to maintain the status quo. The Michigan Employment Relations Commission, which exists under the Public Employment Relations Act to resolve labor-management issues, such as unfair labor practices, has long declined to exercise jurisdiction over section 13 status quo claims, thereby leaving the parties to the judicial system to resolve such disputes.

Under the 1985 decision, *Detroit Police Officers Association v Detroit*, 142 Mich App 248 (1985), it has been the law that a trial court is not required to make a finding of irreparable harm prior to issuing an injunction for a violation of the status quo requirement. It requires simple logic

to understand that a unilateral change in the status quo has a negative impact on the Union’s ability to represent its membership, as well as the precarious balance in compulsory arbitration. The section 13 language, on its face, creates a statutory prohibition against alteration of the status quo, unbridled by judicial considerations of irreparable harm. That logic has carried forward since the 1985 decision until the Michigan Supreme Court, through curious logic, sought to teach labor in Detroit a lesson.

The Supreme Court’s decision now requires that the “traditional” elements for issuance of injunctive relief must be established in any proceeding seeking to maintain the status quo under section 13 of the

Compulsory Arbitration Act. To that end, a union seeking injunctive relief must prove (1) existence of irreparable harm if an injunction does not issue, (2) harm to the union outweighs harm to the employer if an injunction does not issue, (3) the union has a likelihood of success on the merits, and (4) there will be no harm to the public interest if an injunction is issued.

In reciting the facts, the Supreme Court noted that the last collective bargaining agreement between the union and the City of Detroit expired in 2001. The compulsory arbitration process was initiated in 2002 and the process remained pending after more than five years. Due to budgetary shortfalls, the City of Detroit sought restructuring of the Fire Department and layoffs. The Union sought injunctive relief, asserting a section 13 violation of the status quo. The Circuit Court issued the injunctive relief, which was later affirmed by the Court of Appeals. The Supreme Court granted leave to appeal.

The Supreme Court stated that the trial court failed to properly apply the four part test for issuance of injunctive relief, thereby overruling the 1985 Court of Appeals decision which held that irreparable harm was not a necessary consideration in a section 13 action. The Supreme Court reasoned that a dispute regarding the status quo provision of the statute should be treated no differently than any other injunctive relief matter. In reaching this sophomoric conclusion, the court completely ignored the significance of the statutory prohibition, in essence, creating a judicial amendment to the statute, infusing traditional standards for issuance of injunctive relief where, clearly, section 13 intended no such considerations. The net effect of the Supreme Court’s injustice is self-evident. An employer now can, with impunity, unilaterally change wages, hours and other terms and conditions of employment during the compulsory arbitration process without an effective ability of the union to restrain such conduct, thereby making it more difficult, once the unilateral changes are put into place, to convince a compulsory arbitration panel to retroactively undo what the employer has wrought, creating a gross imbalance in the delicate labor-management relationship.

As if the Supreme Court’s injustice in stripping section 13 of its legislative purpose was not enough, the Court, without cogent analysis, blindly adopted the conclusion of the Court of Appeals in the recent *Oak Park Public Safety Officers Association v Oak Park* decision, holding that any attempt by an employer to change staffing levels is not a mandatory subject of bargaining unless “inextricably intertwined with safety.” The Supreme Court adopted the Court of Appeals standard without any analysis whatsoever of the underpinning to the phantom “inextricably intertwined with safety” standard, whose origin long preceded the Oak Park case, and is rooted in many equally untenable decisions which, like a house of cards, if properly analyzed, fall apart for lack of a proper foundation at their origin.

The totality of the Supreme Court’s decision reflects a fundamental misunderstanding of the purpose of section 13 of the Compulsory Arbitration Act, driven by a transparent, yet evident, attempt to slam dunk the Union in Detroit because the long delay in the compulsory arbitration process is a by-product of the injunction which issued, thereby forestalling both the layoffs and restructuring of the Fire Department.

While we understand the Supreme Court’s frustration with the delay in the compulsory arbitration process involving the City of Detroit, certainly the court was aware that its decision would not merely impact on the Detroit arbitration, but would also adversely affect the relationship of labor and management throughout the state. The Supreme Court was clearly sending a message that it would not tolerate an injunction issuing, thereby thwarting management’s ability, for the duration of a compulsory arbitration case,



**By Frank Guido,
General Counsel**

Continued on page 26

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LATHRUP VILLAGE POLICE OFFICER DIES DEFENDING OUR COUNTRY

Michigan Police Community on Guard for Family

By Ed Jacques, *LEJ* Editor

Matthew Hilton joined the United States Army in 1989 after graduating from Holt High School. Shortly after his honorable discharge in 1991, Hilton joined the reserves, serving his country for over 18 years. During that time, he joined the Detroit Police Department and was assigned to working in the community's tough housing projects. In 2001, Hilton joined the Lathrup Village Police Department as a patrol officer.

Matthew Hilton was a Sergeant First Class in the 425th Infantry Regiment of the Michigan Army National Guard, based at Selfridge Air Base in Macomb County. In April, 2008, Matt volunteered to join his unit in Afghanistan to help train Afghani police. It was his second tour of duty, having previously served 18 months in Iraq in 2005. Sgt. Matthew Hilton was killed while riding in a convoy near the Forward Operating Base Shank. His vehicle had hit a roadside bomb, and immediately after the explosion enemy soldiers fired bullets and rocket-propelled grenades at the soldiers stranded in the damaged vehicle. Sgt. Hilton and two other guardsmen died from the wounds suffered in the attack.

Hilton met his wife Mary while they both served in the reserves and she also served a tour of duty for 12 months in Iraq shortly after Matt arrived home after his first deployment. His step-son also serves in the military and was in basic training at the time of his death in Afghanistan.

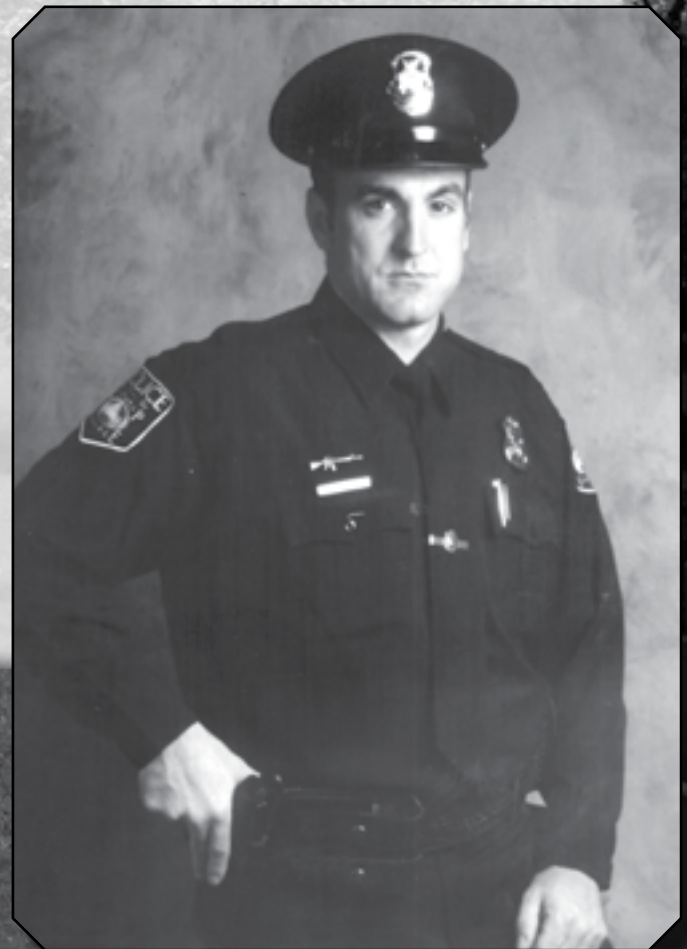
A memorial service took place on July 8, 2008 with hundreds of soldiers and po-

lice officers, many on motorcycles, filling the parking lot of the Brightmoor Christian Church in Novi. The ceremony included Honor Guard personnel, the Metro Detroit Police and Fire Pipes and Drum Corp, as well as five generals. The generals awarded Hilton a Bronze Star for his meritorious service in Operating Enduring Freedom and a Purple Heart for his sacrifice on June 26th. The dignity and commitment of the people volunteering for the service were indicative of Sgt. Matthew Hilton's commitment to his country and community.

Shortly after Hilton's death, fellow Lathrup Village Police Officer Detective Scott McKee learned of the family's tough financial situation in the aftermath of the tragedy. During final funeral arrangements a LEIN message was sent out asking if officers were interested in helping the family pay for the wake. McKee was the contact person and immediately inundated with responses and financial commitments from dozens of local police associations across the state. One reserve officer donated thousands of dollars and when local businesses heard about the family's plight, they immediately lent their support. As always, when the "Warthogs" heard about the request, local chapters of the police motorcycle club continued their reputation of being there when an officer needs help.

The financial and emotional support couldn't have come at a

better time for his widow, Mary. She later admitted that at the time, her heart was broken and full of anger. "The support from all of his friends filled my heart and I knew that what he did was right," said Mary. "I am proud to have been married to such a great soldier and hero and especially touched by everyone's kindness." Scott McKee has seen how the law enforcement family comes together to help each other in times of need, but had to admit that this support was overwhelming and much more than he could ever have dreamed of. "Officer Hilton was an outstanding soldier, police officer and individual that you could always count on," added McKee. "Just like his fellow officers and their associations that answered the family's call." □



**End of Watch:
Thursday, June 26, 2008**

Matthew Hilton was a Sergeant First Class in the 425th Infantry Regiment of the Michigan Army National Guard, based at Selfridge Air Base in Macomb County and a Lathrup Village Patrol Officer.



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WHAT TO SAY AND DO WHEN INJURED ON THE JOB

By Arthur A. Borella and Richard M. Amsbaugh

Most workers compensation cases which are disputed have one or more problems in common. You can minimize those problems by following certain rules when you get injured at work.

1 Report any injury, pain, or problem immediately.

Most people have a tendency to downplay their own sprains, strains and other sudden muscular aches that result from a work activity. They figure it will go away in an hour or so or a day or two. Usually it will -- but there are a significant number that won't. Nothing is more suspicious to an employer or insurer than a claim of injury that no one saw, made a day, after a weekend, or even later after it happened. That is especially true if the injury occurs near the end of a shift or just before the weekend or a vacation etc.

2 Give an accurate account of what caused the pain.

You need to be specific and consistent in reporting how the incident occurred. You should state what happened in the same detail and manner when you report it to your employer and to each doctor, nurse, adjuster etc. Many incidents may occur in ways or using equipment that are not familiar to the person you are reporting to. Fight the tendency to let them just summarize it in their own words, or put words in your mouth -- be specific with each person you tell.

3 Tell your employer, doctors, and adjusters all the places that hurt.

Many accidents can injure multiple muscles, tendons, and areas of your body. Fight the tendency to just talk about the one that hurts the most. In the days or weeks that follow it may turn out to be the injury that at first hurt the least which becomes the most nagging problem.

4 Beware of "small talk" to doctors, nurses, insurance people.

Everyone you are going to deal with is trained to write down everything you say. Almost all "small talk" with such people comes back to haunt you, because they write down their version of what you said. Don't tell jokes -- especially racial, ethnic, religious etc. They might not be offended, but someone else reading it later will be. Don't talk about lawyers, suing, getting back at anyone, etc. Don't talk about non-work activities, vacations, trips, plans etc. unless it is to report your inability or difficulty in such things.

5 See doctors of your own choice.

You are entitled to pick your own doctor after 10 days. You should. Notify your employer or WC insurer that you intend to. The company clinics and doctors are generally not specialists and not especially patient oriented. Find someone with your best interests at heart -- not your employers' or insurers'.

6 Be cooperative.

Most adjusters and insurance doctors will respond better to you if you are polite, or at least civil, rather than adversarial. Don't exaggerate pain or problems. You'll damage your claim much more by thinking you know what they want to hear or see than if you just tell it exactly as it is. Doctor's have all kinds of tests to determine a diagnosis. Not every touch or movement is supposed to hurt. If it doesn't, don't say it does because you think it should.

7 Read what you sign.

Make sure any medical authorizations you sign state who they're getting records from. Cross out language you don't agree to. It should have an expiration date of not more than 90 days. It should not be able to be valid as a photocopy. It should be for records only, not "information" or allow them to talk to your doctor about you.

8 Be aware that you may be investigated.

Insurers often hire investigators to talk to your neighbors, co-workers, etc. about you to ask them what they see you doing or hear you say. They may stake you out and videotape or photograph you. They may have someone pretend to be someone or something they aren't to try to get you to do or say something in person or on the phone. □

The partners of the Law Firm of Borella & Amsbaugh, P.C., Arthur A. Borella and Richard M. Amsbaugh have a combined 55 years of legal experience. We represent individuals in Worker's Disability Compensation claims, Social Security Disability claims, as well as all types of personal injury claims. For a free consultation, please contact us at the number listed below.

ANY SUGGESTIONS CONCERNING FUTURE TOPICS TO BE DISCUSSED IN THIS COLUMN CAN BE MAILED TO ARTHUR BORELLA AT 40400 E. ANN ARBOR ROAD, SUITE 201, PLYMOUTH, MI 48170-4590. IN ADDITION, MR. BORELLA CAN BE REACHED BY E-MAIL AT aaborell@yahoo.com, OR BY PHONE AT 1-800-553-3024.

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Tales From the Trenches

By Dave LaMontaine

During a recent conversation between Executive Director Orlowski and myself, we were lamenting the lack of interest of deputy sheriffs' in politics. I had previously discussed the situation we had in Monroe County, and Larry asked me to tell the story.

Well friends, I do believe it is a story worth telling. It has been over three years now since the Monroe County Deputy Sheriff's Association was forced to "go to war" to save jobs for deputies. At the time, our association had an on-again off-again political relationship with some local politicians. We had three county commissioners out of nine who were friendly to our needs. The then Chairman of the Board of Commissioners, in an unprecedented move, basically demanded millions of dollars in budget cuts from the sheriff. The sheriff advised that he would have to cut personnel in order to meet the unrealistic demands of the chairman.

I was the VP of the MCDSA at the time, and took the lead in the defense of these jobs. At the time, we had no political operation, no PAC, and no previous experience in this field. What we did have was an active and supportive membership, and an executive board that was willing to do whatever it took to save these jobs.

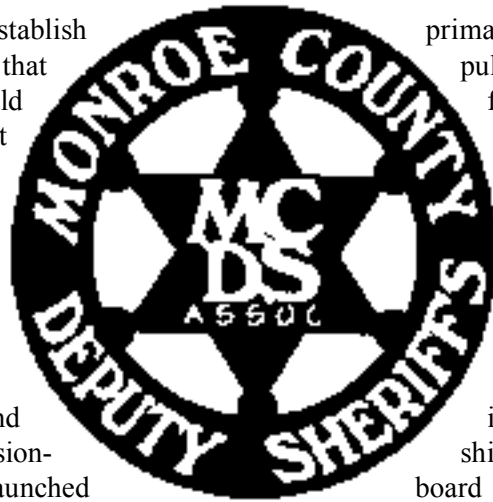
Monroe County is a largely rural community, basically split 50-50 democrats and republicans. Most folks here are conservative in nature and support the police. The Sheriff's Office handles 90% of the calls for police service in the county, and calls for service were on the rise, along with the population.

The MCDSA engaged in a multi-media campaign to educate the community to our plight.

The first thing we did was to establish a website. The thought behind that was that everything we did would reference the web site, where it would be relatively cheap to disseminate information. Next we made approximately 10 signs that read, "stop deputy layoffs" "call your commissioner". At the bottom of the sign was our website address. On the website was the photograph, name and phone number of each Commissioner. Voicemail boxes filled. We launched an ad campaign in the local newspaper. We included facts, figures, staffing levels, calls for service etc. Every time there was a County Commissioner meeting, we were there. Every time there was an opportunity for public comment, we spoke. Soon letters to the editor began, and not only were we writing letters, public support began to swell in our favor. Ultimately, we were able to avert any lay-offs.

The next step was to target those on our County Board who were behind the cuts. The Monroe County Deputy Sheriff's Association actively sought out candidates to run against those who sought to do us harm. We were able to find five candidates to run for seats. One of our opposition passed away, and another chose not to run if he was going to have to expend money to do it. Each candidate had at least one deputy sheriff on his or her campaign committee. We held a fundraiser, opened a PAC and gave money to candidates.

We did not win all those seats, but we won three. We also tied a 10-year incumbent in the



primary and lost that race by pulling a name out of a coffee can. We were able to switch the tide from three in our favor to six in our favor. This was unprecedented.

The last stage of the battle was contract negotiations. Often overlooked, it was never our intent to use the relationships we formed with our board for monetary gain. The opposition could not wait for us to "cash in" with the new commissioners. Instead our requests were in line with comparables, and negotiations went very smoothly.

Many of us gave up our summer to campaign for those candidates we picked to run. Many of us spent our own money attending their fundraisers, all of it absolutely necessary.

As President of the MCDSA now, I often speak about what we did here, and I still get guys who say "I hate politics." Well, so do most people. Politics is all about relationships. We have formed many over the years, some of those still bear fruit for our association. I once heard someone say that we plant the seed today so future generations can enjoy the shade. That is how I see the necessary involvement in politics of Deputy Sheriffs' Associations. We cannot always depend on excellent organizations like DSAM, POAM and GCSI to do all the heavy lifting for us. Forge those relationships, and you will reap what you sow. □

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By Frank Borelli

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PD Knife Regulations & Policies

In today's litigious society no law enforcement agency can afford to overlook the need for administrative and training regulations for any weapon, or potential weapon, that police officers carry. Most police officers today are carrying one or more knives on their person, in and out of uniform, on and off duty. Police officers are carrying a knife because it is such a wonderfully versatile tool: it can be used as a rescue device to extract people stuck in vehicles; it can be a utility blade used to cut barricade tape; and for officers who wear glasses that sharp tipped knife is often used to tighten those tiny screws that hold on the eyeglass arms. It is also a potential tool for the delivery of lethal force and as such its use is a waiting target for a liability suit. Law Enforcement agencies in general expect lawsuits and don't fear them as a matter of doing business. However, if the agency is sued for an officer's use of a departmentally recognized lethal force tool for which the department has no regulations or training foundation it is realistic to assume that the agency will have a difficult time defending itself in court.

The methods by which agencies can minimize their liability from officers carrying and using knives vary from prohibiting the carry of a knife to recognizing its potential and fully training their officers in every potential use. Between those two extremes lies a vast area of administrative quagmire that the average agency has to swim through to find an acceptable way of dealing with the knife as a law enforcement tool.

As difficult as those extremes might be to conceive as reality, they do exist. The Maryland State Police regulations specify that a "rescue tool" will be issued to each officer. The section about Rescue Tools contains the following wording: "...a device equipped with a belt clip and..." "...intended use of this tool is for emergency rescue situations, i.e. cutting seatbelts at accident scenes or freeing victims that may be entangled in such an instance by a foreign object." Further the regulations go on to prohibit the use of the rescue tool as a defensive or offensive weapon. Following that the regulations go on to list a few more ways that the Rescue Tool cannot be used.

The Maryland State Police Rescue Tool is manufactured by Beretta. It looks an awful lot like an air-weight Beretta folding lock-blade knife. In issuing such a tool to the troopers the Maryland State Police provide them with a valuable tool. In prohibiting those troopers from using it as a weapon they create a problematic situation: If one of those troopers needs to use that "rescue tool" as a defensive weapon and, as a matter of last resort, does use it then the trooper has violated the regulations. Using a departmentally issued tool to defend yourself, but only being able to do so if you violate departmental regulations, tends to leave a negative outlook in your mind.

The Northglenn Police Department in Colorado has taken a decidedly different approach. The Northglenn PD General Orders, in the section on Use of Force, specifically addresses edged weapons. "The use of an edged weapon should be considered as a defensive weapon and as an additional tool in a Level V situation when no other adequate instrument may be available." The Northglenn PD quantifies the varying levels of threat from one through five with Level V (level five) being deadly force. To back up this potential use of an edged weapon for lethal force the Northglenn General Orders also delineate what type of edged weapon an officer is permitted to carry and mandates that each officer "shall be certified in Law Enforcement Edged Weapons Training and receive annual defensive edged-weapons training." Prior to participating in the training a departmental Law Enforcement Edged Weapons Certified Instructor must inspect the weapon, and the officer, upon completing the training is certified and registered in Law Enforcement Edged Weapons use.

If you examine the policy as it's written, the Northglenn PD has covered

itself pretty well. Not only does it dictate what types of edged weapons its officers can carry, it mandates that properly certified instructional personnel shall inspect any knife that officers want to carry and that the officers must be properly trained prior to carrying the weapon. Such a training program would have to be properly structured and documented with Use of Force addressed in much the same manner, as it would be in any firearms training. If the trained and certified police officer, carrying a knife which meets the departmental guidelines and which has been inspected by a certified staff instructor, uses that knife as a defensive weapon "when no other adequate instrument may be available" then the officer and the agency are protected pretty well from liability issues. All of this assumes that the use of deadly force is justified and that the officer used it as he was trained.

The examples set forth above show two different approaches to efforts departments make to control edged weapon carry and use by their officers and how the agencies attempt to minimize the liability they might be exposed to. Reading these examples and recognizing the extremely different approaches, one might ask, "What should a policy on edged weapons cover?"

Recognizing that the use of a knife - be it fixed or folding blade, straight or serrated-edge, short or long blade - represents a potential use of force situation. Where many administrators get concerned is that if they label that knife as a "weapon" then they can't authorize its use as a utility tool. After all, you wouldn't use your handgun to extract someone from a burning car would you? How can any agency authorize the use of a weapon for other use than what is represented on the Use of Force Continuum? Labels cause confusion. "Lawyer speak" scares those who have to write the policies that will protect their agency and their fellow officers. Let's try to simplify it some.

To start with a good knife policy has to be kept in mind when the department's Use of Force policy is developed or updated. A good Use of Force policy today permits the officer to use anything available to deliver lethal force given the appropriate circumstances. A "Weapon of opportunity" is anything that officer can grab when his sidearm malfunctions or isn't available. If the Use of Force policy prohibits the use of other tools such as batons, vehicles, flashlights, knives, etc. to deliver lethal force, then the officer is back in that trick-bag: "I can defend myself but only by breaking the rules." While "normal" use of the baton, patrol car and flashlight don't include use as a lethal force option, under certain circumstances any of them can be used to deliver defensive lethal force and the option to use them as such should be covered in the Use of Force policy.

That said, and assuming that the department's Use of Force policy allows for knives to be used as circumstances dictate, the Knife Policy must be built to address the knife as more than a weapon. Calling the knife a "rescue tool" is perfectly acceptable and serves to present the carry and use of a knife in a more community-friendly image. Some companies manufacture knives that are specifically designed for rescue usage, but the blades would be great for defensive lethal force as well. The example that comes to mind is Spyderco's Rescue blade.

Whatever label the department chooses, unless it's going to issue knives to all officers and limit them to carrying only the issued blade, the policy must dictate what types of knives are authorized for carry. This section of the policy should set limits on minimum and maximum blade lengths, identify acceptable blade material, proscribe acceptable types of locking mechanisms, and delineate other desired features i.e. - side clip or lanyard hole. By detailing the characteristics of departmentally authorized knives

Continued on page 26

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NASRA/NCTR Release Issue Brief on Market Declines and Public Pensions

In December 2008, the National Association of State Retirement Administrators (NASRA) and the National Council on Teacher Retirement (NCTR) released an issue brief titled Market Declines and Public Pensions.

The issue brief describes the effects of the current financial crisis on public pension plans. NASRA and NCTR explain that the financing objective of most governmental plans is to establish contribution rates that remain relatively level as a percentage of payroll over the long term. This promotes intergenerational equity by allocating the costs evenly across different generations of taxpayers.

Asset smoothing is essential to this strategy. Most public pension plans use actuarial smoothing to phase in investment gains and losses, typically over five years, which reduces the effects of shorter term financial market volatility. The brief indicates that due to actuarial smoothing (and other factors such as the timing of actuarial calculations and market gains and losses), the recent market decline will be recognized in government contribution rates more gradually than it would be otherwise. In this regard, asset smoothing acts as a form of financial shock absorber.

The issue brief also discusses public pension plans' prior experience with market turmoil. Although the scope and suddenness of the recent market decline may be unprecedented, the brief points out public pension plans have survived major market downturns in the past. Even taking into account the 1987 market crash, the 1990-91 recession, the bursting of the dot-com bubble, 9/11 and other events, through 2007 median public pension fund investment returns have been positive in 22 of the past 25 years. The brief notes "[e]ach time investment markets have declined, diversified and disciplined investors, including public pension funds, have been rewarded for their patient, long-term positions with strong subsequent investment returns."

In conclusion, the brief emphasizes that governmental plans with long-term, prudent investment strategies and funding mechanisms will not only have the liquidity to pay promised benefits in the short term, but also to accumulate assets and continue paying benefits responsibly over the long term.

The issue brief is accessible at: http://www.nasra.org/resources/NASRA_NCTR_ISSUE_BRIEF0812.pdf

Pension Watch

CRR Reports on the Impact of the Financial Crisis on Public-Sector Defined Benefit Plans

In November 2008, the Center for Retirement Research at Boston College released its report, The Financial Crisis and State/Local Defined Benefit Plans. As discussed in the report, the value of all retirement plan assets

in the U.S. totaled \$15.3 trillion at the end of 2007, including assets of public- and private-sector defined benefit and defined contribution plans, and individual retirement accounts. Of this amount, the retirement assets of state and local government plans totaled \$3.2 trillion, about 21% of total retirement assets. According to the report, the overall value of equities declined 42% from the market-peak on October 9, 2007, to October 9, 2008.

For all retirement plans, the value of equity assets fell by \$3.8 trillion during this period, including a \$1.0 trillion decline in the value of equities for state and local government retirement plans.

The report also estimates the impact of this decline on the funding status of public plans, based on a sample of 120 state and local government plans with an average funded ratio of 87% in 2007. According to the report, if the sample plans funded ratios were based on the market value of assets as of October 9, 2008, the average funded ratios would have fallen to 65%. However, because many public sector plans smooth investment gains and losses into the actuarial value of plan assets over time (typically over a five-year period), the full impact of the financial crisis will be recognized gradually over time. As a result, the full impact of the financial crisis will depend on the future value of equities.

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Guns n' Hoses

By Michael East

In the summer of 2007, when the Saginaw Spirit hockey club approached local police officers and firemen about putting together an annual fundraiser hockey game, Saginaw County law enforcement officers jumped at the opportunity. With that, the Guns-N-Hoses charity hockey game was born.

The first year turned out to be a rousing success for local cops both on and off the ice. Not only did Team Guns (local cops) handily defeat Team Hoses (local firemen), but \$2,000 was raised for the Meijer "Shop with a Hero" program.

"Initially, the guys were pumped up to be able to play hockey, have some fun and raise money for such a great cause, said Team Guns Co-Captain Michael East, an officer with the Saginaw Police Department. "Then this year, all of a sudden, the game became more personal and carried more meaning."

In July 2008, Saginaw Spirit Account Executive Tory Newberry scheduled meetings to start planning the 2008 game. Those meetings were initially pushed back, however, as members of Team Guns were still dealing the recent death of one of their own. The previous month Saginaw Township Police Officer Michael Cohee died unexpectedly when he was accidentally thrown from a golf cart and struck his head. Cohee and Saginaw Township Police Officer Adam Nothelfer had acted as honorary coaches for Team Guns the previous year.

"We knew right away that this year the game would be a tribute to Officer Cohee in some way," said Newberry. "Then we found out the Saginaw Township Police Department was re-naming its scholarship fund in Mike's name. We thought that would be a perfect benefactor for proceeds from this year's game."

Like many Saginaw Township police officers, Detective Bob Bean, a Team Guns Co-Captain, was close with Officer Cohee.

"When Mike passed away we changed the name of our scholarship to the Officer Michael Cohee Scholarship because of Mike's dedication to law enforcement. He always strived to go above and beyond. He took pride in his work and wanted to be the best cop he could be," Bean said. "He was one of our finest FTOs and he wanted to teach every new officer the proper way to police Saginaw Township. I still have a hard time talking about Michael. We all miss him every day."

Bean said a committee will award a \$1,000 scholarship annually. Applicants must be in their senior year at a Saginaw County high school, and must be pursuing a career in a criminal justice-related field to be eligible for the scholarship.

On November 8, 2008, after a couple weeks of local media hype and good-natured verbal sparring, Team Guns and Team Hoses met for the second straight year at the Dow Events Center in Saginaw. Team Hoses Captain Dale Fisk, a Saginaw Township firefighter, had even gone so far as to "guarantee" a Team Hoses victory earlier in the week during a live radio interview. Nearly 1,000 tickets were sold for the event. However, an Ontario Hockey League (OHL) game between the Saginaw Spirit and the Soo Greyhounds was scheduled immediately after the Guns-N-Hoses game. Many of the OHL crowd of 4,028 arrived early enough to see part of the Guns-N-Hoses game and contribute financially to the cause.

The large crowd was treated to a 6-1 Team Guns victory as Todd Mapes, an MSP sergeant and Saginaw Township resident, scored four goals to lead the way for the winners. One of Mapes's goals came on a third-period penalty shot awarded after Bean received an accidental high stick in the mouth, which resulted in a couple dozen stitches and two broken teeth.

"It was still worth it," a bloody mouthed Bean said after the victory. "I know Michael Cohee would have taken a bullet for me at any point in his career. I don't mind giving a couple teeth and a pint of blood to support a cause in Michael's name."

Local businesses were also heavily involved in the event.

"Without the Saginaw Spirit and the help of companies like Mike's Wrecker, Gohm Restoration, Meijer, Beef O-Brady's and a bunch of others, great events like this would never happen," said East. "This is wonderful night for the players and the community, but mostly it's great way to help local charities. And in the end, that's what cops and firemen are supposed to do - help people."

Mike's Wrecker Service (Team Guns) and Gohm Restoration (Team Hoses) provided financial sponsorship for their respective teams. In the end more than \$2,500 was raised for the Michael Cohee Scholarship Fund. Plans for the 2009 game are already in the works. □



Left - Team Guns Co-Captain Bob Bean, a Saginaw Township police detective, shows off the two dozen stitches and pair of broken teeth he earned in this year's benefit game.



Above - Saginaw Township police officers Adam Nothelfer (left) and Michael Cohee (right) smile after co-coaching Team Guns to victory in 2007. Cohee died unexpectedly in 2008, and this year's game was played to benefit a scholarship fund in his name.



By **JIM DeVRIES, MCOLES Board Member**

MCOLES offices have moved to the historic Hollister Building in downtown Lansing. The new address is 106 W. Allegan, Suite 600, in Lansing, Zip 48933. Telephone numbers are unchanged. This relocation has provided MCOLES with a spacious location, large enough to accommodate a computer lab and training room.

Since my last message, I am pleased to relate that, at the time of this writing, no Michigan law enforcement officers have perished in the line of duty. As we seek to limit and prevent officer injury and death, it is useful to examine the statistics surrounding these incidents. Historically, in Michigan, many more officers have fallen victim to gunshot attacks than any other type of incident. Despite the obvious implications of this information, more recent data suggests a changing trend. Traffic related incidents now compete with gunfire as the most dangerous component of law enforcement duty.

The most deadly traffic-related threat to officer safety is unquestionably the vehicular pursuit. Conducting a vehicular pursuit exposes the public, the violator and the officer to a great degree of danger. Nationally, the deaths and injuries of officers resulting from vehicular collisions now outnumber those that result from armed confrontations. In the past five years, over 1,700 deaths have resulted from vehicular pursuits. Despite these risks, the nature of law enforcement work often requires officers to engage in pursuits in order to effectively enforce the laws. Operating an emergency vehicle in

a pursuit situation involves unique responsibilities and critical decision-making requirements. Officers must rely on their maturity, patience, experience and training while being governed by state law and agency policy.

Recently, a National Highway Traffic Safety Administration (NHTSA) program was initiated to promote a reduction in the number of deaths and injuries resulting from vehicular pursuits. This is a grant program that will be administered by the International Association of Law Enforcement Standards and Training (IADLEST). This program will provide training to support appropriate law enforcement vehicular pursuit management. The program will provide guidance for officers from the initiation of a vehicular pursuit through its conclusion. In 2009, you can expect to see training opportunities derived from this program in Michigan. As this initiative takes root, I am hopeful it will yield significant results in our state.

On the legislative front, I am very pleased to report that the Michigan Senate has passed House Bill 4611. This bill will designate MCOLES with state authority to implement the retiree provisions of the federal Law Enforcement Officers Safety Act (LEOSA) in Michigan. This is the culmination of a long effort. Pending the Governor's signature, the effective date of this legislation is March 1, 2009. It is our intention to have training sites for retirees up and running by that time. □

DSAM Wins in Court of Appeals

By **Larry Orlowski, DSAM Executive Director**

DSAM began litigation in 2006 against the Sheriffs' Coordinating and Training Council (Council) in an attempt to stop the illegal distribution of Council funds. The Council, dominated and run by the Michigan Sheriff's Association, and chaired by Ingham County Sheriff Gene Wrigglesworth, initiated a grant process to award funds to Sheriffs' Departments that had not complied with Section 15 of Public Act 125 of 2003, the Local Corrections Officer Training Act. Section 15 requires Departments to forward the entire \$12 book-in fee to the Council, as a condition for funding eligibility. The counties that kept a \$10 portion of the fee are ineligible to receive funding from the Council.

On February 17, 2007, DSAM was successful in Lansing Circuit Court when Judge James Giddings issued a permanent injunction prohibiting the Council from illegally releasing funds to sheriffs, until they complied with the law. The Council appealed the ruling.

On July 3, 2008, oral arguments were heard in the Michigan Court of Appeals. The State of Michigan and the Council were represented by the Michigan Attorney General's Office. As Assistant Attorney General Laura Cook began her opening argument, Chief Judge David Sawyer interrupted her to state: "This Court cannot legislate from the bench." The Court acted quickly and, on July 15, 2008, the three judges issued

their unanimous opinion agreeing with DSAM and Judge Giddings. The Court continued the permanent injunction on Council funds.

This lawsuit compelled the Sheriffs' Coordinating and Training Council to change their secret operations and become more transparent and open to the public. It effectively opened communications between the Council, Local Corrections Officers, and those aspiring to become Local Corrections Officers.

The Council was in full operation for three years before DSAM was forced to file the lawsuit. Prior to the filing of the lawsuit, the Council lacked:

- An Internal financial audit system.
- An Independent financial audit system.
- A Council web site.
- Legal counsel to guide the Council or its members.
- An investment policy for money held on deposit by the Council; funds were placed in a very low interest bearing bank account.
- Publicly published minutes of the Local Corrections Officer Advisory Board or Council meetings.
- Information for the public on Council meeting dates, time, and location; information on the existence of the Council or Advisory Board; information on Public Act 125 of 2003 or how to become a Local Corrections Officer; training information for Local Corrections Officers.

In addition to all of the above, this Council did not follow the Michigan "Open Meetings Act" statute. None of their meetings were ever publicly posted in accordance with the Open Meetings Act, even though the Local Corrections Officer Training Act states; "The business that the council may perform shall be conducted at a public meeting of the council held in compliance with the open meetings act, 1976 PA 267, MCL 15.261 to 15.275, and public notice of the time, date, and place of the meeting shall be given in the manner required by that act." Judge Giddings ruled that the Council failed to follow the Act and ordered that the meetings be posted. The Judge awarded attorney fees to DSAM. Incredibly, the Council still did not follow the Act. This necessitated a second lawsuit by DSAM against the Council. Before Judge Giddings was scheduled to hear that suit, a settlement between DSAM and the Council was executed. The Council agreed to post according to the Act and agreed to pay our attorney fees.

All is not Camelot, however. The Sheriffs' Coordinating and Training Council still falls woefully short in assuring that all sheriffs are in compliance with Public Act 125 of 2003.

The Michigan Court of Appeals decision can be accessed on the DSAM website:
www.dsam-mi.org. □



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Family Medical Leave Act—Interaction With Military Service Statutes

By Gayle Hamilton, J.D., ghamilton@wayne.edu

The United States Department of Labor (DOL) has published its new version of the Family and Medical Leave Act (FMLA) regulations, which go into effect on January 16, 2009. The most significant changes to the new FMLA regulations are based on two new categories of leave found in the National Defense Authorization Act (NDAA), which was signed into law on January 28, 2008 by President George Bush. The final FMLA regulations clarify and interpret various parts of the Act and put into operation two new military leave entitlements. This article will focus on those new FMLA entitlements for the family members of military service men and woman and will briefly address the rights provided to service members under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and its interaction with the FMLA. Hopefully, this article will clarify some of the laws enacted to assist our military personnel and their families when dealing with the responsibilities of family, work, and military service.

BASICS OF FMLA: PRE-AMENDMENT

The Family and Medical Leave Act was signed into law by President Bill Clinton in 1993 after eight years of debate, thirteen congressional votes and two presidential vetoes (President Bush, Sr.). FMLA allows eligible employees to take up to 12 weeks of unpaid leave each year for the birth or adoption of a child, or when dealing with your own medical condition or that of a family member. These basic provisions remain unchanged however, two new categories in order to qualify for leave have been added and will be discussed later.

No Change in Eligibility Requirements

FMLA requires that an employee work for an eligible employer. Eligible employers include all public sector employers (State, county and city police officers) and private sector employers that employ at least fifty employees within a 75-mile radius. Second, the employee must have at least 12-months of service with the employer and finally, the employee must have at least 1250 hours of work with the employer in the 12-months preceding their leave request.

AMENDMENT TO FMLA: TWO TYPES OF MILITARY FAMILY LEAVES

The first major revision of the Family and Medical Leave Act, (FMLA) since its enactment in 1993 occurred on January 28, 2008 when President Bush signed into law the National Defense Authorization Act (NDAA) which created two new categories of FMLA leave for a qualifying employee/relative of military personnel: (1) “military caregiver leave” and (2) “qualifying exigency.”

a. Military Caregiver Leave

The military caregiver leave went into effect immediately (January 28, 2008) and allows twice the normal leave benefit granted under FMLA (26-weeks versus 12-weeks). Under this new provision, an eligible employee is the “spouse, son, daughter, parent or next of kin of a covered service member” and is entitled to up to 26-weeks of unpaid leave to care for the ill or injured service member who is undergoing medical treatment, recuperation or therapy, or is otherwise in outpatient status, or is on the temporary disability retired list, for a “serious injury or illness” sustained during active duty in the Armed Forces.

Several changes are noteworthy under the military caregiver leave. Based on this new provision, a “covered service member” includes any member of the Armed Forces. Additionally, this leave is available to care for a son or daughter who is a service member of any age. Finally, “next of kin” is the nearest blood relative, and has been extended outside of the parent, spouse, son or daughter.

b. Qualifying Exigency Leave

Also under the NDAA, FMLA has been expanded to include a new qualifying reason for leave called “qualifying exigency” which is restricted to family members of the National Guard, Reserves and to employees with family who are retired military service members called to active duty. Similar to the other qualifying reasons for FMLA leave, an eligible employee shall be entitled to a total of 12-weeks of leave during an 12-month period for any “qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. Qualifying exigency leave is part of, not in addition to, the 12-weeks of FMLA leave that an eligible employee may take in any 12-month period.

The definition of qualifying exigency was left to the Department of Labor’s new regulations

that were released in November 2008, and go into effect on January 16, 2009. The final rule defines “qualifying exigency” in seven general categories that include:

1) Short-notice deployment provides up to 7-days of leave “to address any issue that arises from the fact that a covered military member is notified of an impending call or order to active duty” with seven or less days to deployment.

2) Military events and related activities allow leave to attend military ceremonies, programs or events sponsored by the military, military service organizations or the American Red Cross.

3) Childcare and school activities allow leave to arrange childcare or attend certain school activities and meetings for a child of a covered service member needed based on a call to active duty.

4) Financial and legal arrangements provides a leave to make financial or legal arrangements to address the covered military member’s responsibilities during his or her absence for active duty and up to 90 days following the termination of the service member’s active duty.

5) Counseling allows leave for oneself, a covered service member, or a child of the covered service member, provided the counseling arises from the call to active duty.

6) Rest and recuperation provides up to 5 days of leave for each instance in which the employee will spend time with a covered service member who is on short-term, temporary rest and recuperation leave during their period of deployment

7) Post-deployment activities provides up to 90-days to attend military ceremonies, programs and events and to address issues that arise from the death of a covered service member while on active duty.

8) Additional activities allow the employer and employee to agree on a leave “to address other events which arise out of the covered military member’s active duty or call to active duty status”.

A Quick Look at the Uniformed Services Employment and Reemployment Rights Act and Its Interaction with FMLA

Before US National Guard and Reserve members are called into active duty, most are employed in civilian jobs in our communities. Statistics published by the Department of Defense in 2007 showed that over 20,000 US military personnel



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Continued on page 24

FMLA Article

Continued from page 23

in Iraq continue to be National Guard and Reserve members. Most return home to their communities, families and the jobs that they had left behind to serve our country. Their transition back to civilian life may not be easy but it does not need to be complicated by the undue burden of finding work. The Uniformed Services Employment and Reemployment Act (USERRA) of 1994 protects civilian reemployment rights for veterans and members of the National Guard and Reserve following qualifying military service. USERRA also prohibits employer discrimination against any person on the basis of that person's past military service, current military obligations or intent to join one of the uniformed services.

USERRA of 1994 requires that service members who conclude their tours of duty and who are reemployed by their civilian employers receive all the benefits of employment that they would have obtained if they had been continuously employed, except those benefits that are considered a form of short-term compensation, such as accrued paid vacation. If a service member had been continuously employed, one such benefit to which he or she might have been entitled is leave under the FMLA. The service member's eligibility will depend upon whether the service member would have met the eligibility requirements outlined above had he or she not performed military service.

12-Month FMLA Requirement for Returning Service Members

USERRA requires that a person reemployed under its provisions be given credit for any months he or she would have been employed but for the military service in determining eligibility for FMLA leave. A person reemployed following military service should be given credit for the period of military service towards the months-of-employment eligibility requirement. Each month served performing military service counts as a month actively employed by the employer.

1250 Hours-of-Service Requirement for Returning Service Members

An employee returning after military service should be credited with the hours-of-service that would have been performed but for the period of military service in determining FMLA eligibility. Accordingly, a person reemployed following military service has the hours that would have been worked for the employer added to any hours actually worked during the previous 12-month period to meet the 1250 hour requirement of FMLA. In order to determine the hours that would have been worked during the period of military service, the employee's pre-service work schedule can generally be used for calculations. For example, an employee who works 40 hours per week for the employer returns to employment following 20 weeks of military service and requests leave under the FMLA. To determine the person's eligibility, the hours he or she would have worked during the period of military service ($20 \times 40 = 800$ hours) must be added to the hours actually worked during the 12-month period prior to the start of the leave to determine if the 1250-hour requirement is met. □

CONCLUSION

The Family and Medical Leave Act is one of the most important laws established for workers and workers' families. Currently working families, both union and non-union, military and non-military are protected by FMLA.

For additional information see the Department of Labor website:
www.dol.gov/esa/whd/fmla/

Gayle Hamilton is a labor educator with the Wayne State University's Labor Studies Center and Labor School.

This article is not intended as legal advice. For legal advice you are advised to seek counsel from an attorney.

Defined Benefit

Continued from page 1

departments, they surmised that their neighboring community's department's pension plan was a factor in the recruitment process. The POAD conducted its own job satisfaction survey with over 70% of its members responding. The results verified what officers already knew and the administration was beginning to realize. As a result of placing new hires into a defined contribution plan, the Dearborn Police Department's reputation as one of the premier police employers in the state was beginning to suffer.

Eighteen months into negotiating a successor agreement, younger officers were applying at other departments out of frustration. In January of 2008, POAD invited Mayor O'Reilly to a union meeting to address the employees. O'Reilly appeared and shared some information with members in the hopes that they would hang in there until a new contract was ratified. O'Reilly was optimistic about research information that the City had acquired on a defined benefit plan through MERS and that he was committed to making sure it came to fruition. At the time, the number of defined contribution employees reached nearly 25% of the police department's patrol officers with approximately 50 officers eligible to retire within the next five years. Because of these circumstances, most people realized that it was now or never to reinstitute the defined benefit plan.

As the two parties got closer to an agreement in September 2008, Mayor O'Reilly attended a bargaining session where great strides were made on the pension and other economic issues, including no changes in retiree health care. O'Reilly's support of the process was a visible and key factor in the eventual tentative agreement. Nearly all of the younger officers remained employed with the Dearborn Police Department through the entire negotiation process and were rewarded with a MERS defined Benefit plan with a 2.5 multiplier. They trusted their local leaders and the administration not just because of their sincerity and integrity, but because both had continued communication through the entire process.

"We have some great young officers and I am happy that many of them will be retiring from this proud agency," said Allgeier. "We had a lot of common ground with the City. Neither one of us wanted to go to arbitration again, and we both cared deeply about the future of the Dearborn Police Department." POAD members must have realized that when they overwhelmingly ratified the contract by a vote of 150 – 3.

In these tough economic times, it is indeed very difficult to negotiate something that was taken away in arbitration, but with persistence, preparation, political participation and an enlightened administration, hope is not lost. □

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An Education in Media Distortion of Criminal Justice

By Barry Sherman

If you want to know the influence television has on young people, just talk to new college students during their initial academic advising session. The show C.S.I. has created a whole generation of undergraduates who want to be crime scene investigators. They think they can major in criminal justice or forensic science and walk immediately into a glamorous career as portrayed by Hollywood. Many are turned off to forensic science when you explain that the major is very intensive and consists mainly of biology and chemistry courses. Those who think they can leave with their degree and get an entry level job as a homicide investigator are disappointed when they learn they have to pay their dues on the road before they can be considered for a bureau assignment. Many students thought that such a career could be achieved without going to a police academy.

Realizing how widespread this distortion was, Dr. Cecilia Donohue, Chair of the English & Communication Arts Department at Madonna and I developed and team-taught a course titled "Crime & Punishment –Fact & Fiction." This course, which was offered in the fall semester of 2008, was an option for students who needed to fulfill their humanities requirement for general education. We were skeptical as to whether we would get enough students to enroll for the class to proceed. To our amazement, we had to raise the maximum enrollment from 25 to 35 to accommodate all the students who wanted to take it.

The course was not a "blow off" by any means. Two challenging novels were read in their entirety by the students: Truman Capote's *In Cold Blood* and James Ellroy's *The Black Dahlia*. A course pack was also developed, which contained articles from assorted recognized law enforcement publications. The topics in this pack ranged from DNA to serial killers. It also contained classic and contemporary crime fiction, including Edgar Allan Poe's "Murders in the Rue Morgue" and excerpts from the collection of "Queens [NY] Noir" stories. Class discussion focused on the literary characterizations of CJ professionals, the plausibility of the plot lines, and the accuracy of the depictions of criminal investigation.

We viewed and immediately afterwards dissected an assortment of television shows such as *Dragnet*, *Adam 12*, *Hill Street Blues*, *Barney Miller*, *Night Court*, *C.S.I.*, and *Law & Order*. This was a fun part of the course for all of us. The dynamic movie *The Shawshank Redemption* was viewed and discussed as it related to the "punishment" aspects of criminal justice.

The stone-faced, cigarette-smoking Jack Webb and his partner in *Dragnet* were assigned everything from "bunko" investigations to homicides. It was pointed out to the class that Jack Webb actually participated in ride-alongs with the LAPD and attended select academy classes to bring realism into his episodes. It is said that *Dragnet* aided in boosting the police image during its time period.

Adam 12 was nostalgic for me as it was this late 1960's show that sparked my interest in becoming a police officer. This Jack Webb-produced series followed partners Reed and Malloy during their routine patrol duties in Los Angeles. Comparing this to the present action-packed cop shows soon made me realize how boring the program actually was. In the episode we watched, the veteran and rookie responded to an armed robbery at a gas station where they and their back-up officers pulled up directly in front of the large glass window of the station and the rushed in through the front door. But even more amazing than that was a dispatch that involved a burglary run to a warehouse. Malloy ends up killing one of the burglars and after they file their paperwork they go back on patrol. We see no internal investigation, no Garrity rights, no union rep, and no administrative removal from street duty.

Contrasting the paramilitary environment of *Adam 12* was *Hill Street Blues*. Personally, I felt *Hill Street* was one of the more realistic cop shows as it actually showed its viewers that police departments have issues and officers have both on-the-job and personal problems. It brought to the screen those inherent issues that plague officers and their departments. Alcoholism, family dysfunction, divorce, partner problems, and dealing with the administrative bureaucracy of a large metropolitan police department were addressed in many of the 146 episodes that aired from 1981 to 1987.

I saved *CSI* to discuss last as this is the show that has given its viewers a somewhat distorted perception of forensic science. It was explained to the students in the class that getting DNA results is not as instantaneous as depicted and toxicology results may take weeks, never seconds. The reality of investigating homicides and evidence collection is not as glitzy as portrayed.

Feedback from the students indicates that they enjoyed the class and benefited from its content. Both instructors felt comfortable that the objectives of the course had been met.


(Dr. Cecilia Donohue, Chairperson, Department of English & Communication Arts at Madonna University contributed to this article.) □

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Barry Sherman retired from the Livonia Police Department as a Lieutenant after 28 years of service. He was a member of the POAM and is a past president of the Livonia Lieutenants and Sergeants Association. He earned his B.A. Degree from Madonna University and his M.A. in Criminal Justice from the University of Detroit. Barry taught part time at area colleges and universities while employed with Livonia. Upon his retirement he accepted a full time position with Madonna University where he is an Associate Professor and Chairperson of the Criminal Justice Department. He is member of the Criminal Justice Advisory Boards for Livonia Public Schools and Henry Ford Community College. You can reach him at 734-432-5546 or bsherman@madonna.edu.

Generally Speaking *Continued from page 9*

to make business decisions as occurred in the City of Detroit. While that frustration may be understandable, the decision remains unjustified in its analysis, as it is in direct odds with the legislative purpose of the Compulsory Arbitration Act, especially since the Act mandates in section one that it be “liberally construed.”

The question which next arises is what can be done to fix the problem created by the Supreme Court decision. At the outset, legislative strengthening of Act 312, specifically the section 13 status quo provision, is in order. At a minimum, a legislative amendment granting MERC jurisdiction to consider section 13 violations, under an explicit review standard which does not involve a showing of irreparable harm, would solve the dilemma and clearly restore a level playing field in the labor-management arena. In the alternative, absent legislative amendment, unions can refuse to agree to a waiver of time limits in the compulsory arbitration process, thereby forcing a dispute to conclusion within the time limits recognized by the Act. That tactic would undercut employer gamesmanship by a quicker resolution to the dispute. In addition, labor has the ability in the political arena to expose management representatives who seek, by gamesmanship, to obtain an upper hand through less than honorable unilateral changes in violation of the section 13 status quo standards.

While we at POAM are disheartened with the Supreme Court’s decision, we do specifically applaud the dissent of Justice Kelly which emphasized that the 1985 decision in Detroit Police Officers Association should not be overruled.

What should the Supreme Court have done? In my opinion the Supreme Court should not have abandoned an issue which it initially intended to consider. Initially, the court raised a question as to whether MERC has jurisdiction to consider violation of section 13 claims. Had the Court analyzed the question, it could have determined that the Compulsory Arbitration Act is, by section 14 of the Act, supplemental to the Public Employment

Relations Act, hence MERC, through its supervising authority of the Compulsory Arbitration Process, is empowered, consistent with its otherwise exclusive jurisdiction under PERA, to consider section 13 violations. By that approach, irreparable harm would not have come to the forefront as a determining factor in whether a section 13 violation should be enjoined, thereby maintaining the fundamental purpose of the status quo requirement of section 13. Instead, the Court declined to address the issue, allowing its disgust with the Detroit situation, in conjunction with blind adherence to the “inextricably intertwined with safety” standard associated with manning issues, to dictate its decision.

Interestingly, prior to the Supreme Court’s decision, I drafted legislation to create a compulsory arbitration act for corrections officers which was introduced as House Bill No. 6112. The proposed legislation was patterned after Act 312 Compulsory Arbitration for law enforcement and firefighters, with procedural and substantive changes to streamline the compulsory arbitration process. I made a significant addition in the proposed legislation to the section 13 status quo format as found in Act 312. The proposed legislation provides that any claimed violation of the status quo may be filed with the Employment Relations Commission and remedied through its existing authority under section 16 of the Public Employment Relations Act. That modification removes the present constraint on the judicial system to consider irreparable harm under a status quo claim.

The Supreme Court decision is a classic example of a bad factual underpinning leading to an equally bad judicial outcome. While the impact of the Supreme Court’s decision can lead to abuse on the part of employers, it also presents an opportunity for labor to utilize a new approach in procedurally handling a compulsory arbitration case, as well as supporting needed legislation in order to keep law enforcement protected.

That’s my column for this edition of the *LEJ*, generally speaking. □

Borelli Training *Continued from page 15*

the agency can protect itself from liability caused by officers carrying low-quality knives that are as much a threat to the officers as they are to the suspects when used. Most often this type of liability is going to be incurred when the untrained officer carrying a knife of poor-quality construction manages to close it on his own fingers. To insure compliance with this directive, the policy should mandate inspection by qualified staff personnel prior to an officer carrying the tool.

Once the type of knife authorized is described, how it can be carried must be addressed. Though it might be labeled as a rescue tool, it obviously cannot be carried into a secure area such as prisoner processing. Again, this is where the knife proves itself a unique item and has to be approached correctly. The Knife Policy should prohibit the storage of the knife in a patrol cruiser’s glove compartment or center console, and certainly it should never be stored on the sun-visor. The Knife Policy should dictate how the officer will carry the knife such as clipped in a pocket, in a sheath on the duty belt, or on a lanyard in a pocket. This section of the policy will largely be determined by the physical characteristics the department approves for knives.

The Knife Policy should mandate training in the proper carry, deployment, use of, defense against, and storage of the knife. This section should specify training standards such as number of hours and who may provide such training if the department doesn’t have the capability to do so. Such training should meet all of the same structural requirements as firearms training as to documentation, policy review, nomenclature, etc. as well as providing training in use of the knife as a utility tool. The liability suit can come as easily from an unintended nick delivered to a trapped driver in a burning vehicle as you cut his seatbelt as it can from the criminal you had to cut to save your life. To protect the agency equally from these potential situations the training should cover reasonably expected uses of the knife both as a utility tool and as a weapon. For carry regulation, the policy should state whether the knife must be carried concealed, on the duty belt, and how

the regulation applies off duty. If required, the policy should state that the officer shall carry the blade off duty, recognized it as a lethal force tool just like the issued firearm.

Finally, the Knife Policy should dictate what documentation is required of the police officer should the knife be deployed and used. Such a reporting requirement could range from no paperwork for utility use such as cutting barricade tape, to an incident report for use as a rescue tool, to a Use of Force report if the knife is used as a lethal force option. The completion of the different types of paperwork, if not covered in other training, should be included in the training program for the knife.

In quick review the Knife Policy should:

- work cohesively with the department Use of Force policy
- characterize the knife as a utility or rescue tool
- permit the use of the knife as a lethal force option
- delineate characteristics of an acceptable duty knife
- delineate carry and storage methods for the knife
- dictate training mandates that cover all aspects of potential knife usage
- proscribe reporting procedures for knife deployment and use

By implementing a policy that covers all these items, a law enforcement agency can minimize the liability it is exposed to as a result of its officers carrying and using edged weapons. Further, agency authorization for officers to carry and use edged weapons is often viewed as a supportive action by those same officers. In other words, it can be a morale booster if a proper edged weapons policy is created and implemented. No matter what type of policy your agency puts into effect, the bottom line is that officers carry and use knives. If your agency isn’t addressing that in regulation and training then it is unconditionally exposed to the liability resulting from an officer’s use of an edged weapon, no matter what that use might be. □

Signed and Sealed

Agreements gain vital benefits for POAM members

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



Negotiated Cedar Springs POA

Duration: 07/01/2008-06/30/2011

Wage Increases:

2008 – 2.30%
2009 – 2.30%
2010 – 2.30%

Bringing top pay for patrol officers to \$51,222.

- Co-pay for health insurance is \$500 per year.
- Additional personal day.
- Increased sick bank by 100 hours.
- Negotiated pension DROP program.

Bargaining team consisted of Jason Schaefer and Ed Good who were assisted by POAM Business Agent Tim Lewis.

Negotiated Essexville PSOA

Duration: 07/01/2008 – 06/30/2011

Wage Increases:

2008 – 2% plus 1% lump sum
2009 – 3% lump sum
2010 – wage reopener

- Health care remains status quo.

Bargaining team consisted of Steve Blossom and Mike Schartow who were assisted by POAM Business Agent Dan Kuhn.

Negotiated Greenville POA

Duration: 07/01/2008 – 06/30/2011

- Both parties agree to continue the same formula for calculating cost of living increases. Top pay for police officers in 2008 is now \$52,327 and sergeants \$55,990.
- Employees can now purchase an increased multiplier from MERS.
- Twelve-hour shifts were made permanent.
- Employer initiated HSA medical coverage with Employer paying the entire deductible.

Bargaining team consisted of Chad Anisko and Gary Valentine who were assisted by POAM Business Agent Jim DeVries.

Negotiated City of Allegan POA

Duration: 07/01/2008 - 06/30/2011

Wage Increases:

2008 – 2.25%
2009 – 2.25%
2010 – 2.50%

Bringing top pay for police officers to \$53,726.

- Vacation, sick time and personal leave is eliminated (members may still use accrued time) in lieu of the following paid time off benefit:
 - 1 – 5 years seniority – 184 hours per year.
 - 6 – 10 years seniority – 224 hours per year.
 - 11+ years seniority – 264 hours per year.
- Short term disability plan initiated.

Bargaining team consisted of Fay Gibson and Mel Brummell who were assisted by POAM Business Agent Jim DeVries.

Negotiated Romeo POA

Duration: 07/01/2008 – 06/30/2009

Wage Increases:

2008 – 3%
2009 – 3%

Bringing top pay for police officers to \$52,145.

- Prescription co-pay raised to \$10/\$40.

Bargaining team consisted of Dan Sokolnicki and James Mason who were assisted by POAM Business Agent Kevin Loftis.

Negotiated Gladwin County DSA

Duration: 01/01/2008 – 12/30/2010

Wage Increases:

2008 – 2.5%
2009 – 2.4%
2010 – 2.35%

Bringing top pay for deputies to \$41,474; detectives and corporals to \$42,189.

- Pension improved to MERS F50-25.
- Multiplier improved from 2.25 to 2.5.
- Health care remains status quo.

Bargaining team consisted of Carl Williams, Greg Guild and Steve Cingano who were assisted by POAM Business Agent James Tignanelli.

Negotiated Iosco County 911

Duration: 01/01/2008 – 12/31/2010

Wage Increases:

2008 – 2.0%
Bringing top pay for dispatchers to \$29,452

2009 & 2010 Wage Re-openers

- Increased uniform allowance from \$300 to \$500
- Increased personal time by an additional twelve (12) hours.

Bargaining team consisted of Lori Bublitz and Tracy Harp who were assisted by POAM Business Agent Tom Griffin.

Negotiated Alma POA

Duration: 07/01/2008 – 06/30/2011

Wage Increases:

2008 – 2.5%
2009 – 2.5%
2010 – 2.5%

Bringing top pay for police officers to \$48,823.

- Employer to contribute an additional ½% to 457 pension.
- Health care remains status quo.

Bargaining team consisted of Chad Pratt and Jayson Summerly who were assisted by POAM Business Agent Dan Kuhn.



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The Federal Perspective

By Dennis McGrann, POAM Lobbyist, Washington, D.C.

Lame Duck Session

Congress adjourned for the 2008 election season on October 3rd, 2008 only returning for a “lame duck” session in mid-November after the historic passage of the largest government financial rescue package in United States history, The Emergency Economic Stabilization Act of 2008 (H.R. 1424). The first attempt at passing the bill failed the House on September 29, 2008 by a vote of 228-205. Congressional leaders then scrambled to rework the legislation to gain the needed bipartisan support to pass the bill. The final bill was passed by both the House and Senate and signed by President Bush on October 3, 2008.

The National Election was held on Tuesday, November 4th. All current Congress members were re-elected, except Congressman Walberg who was defeated by Mark Schauer, Democrat from Howell, MI and Congressman Knollenberg who was defeated by Gary Peters, Democrat originally from Pontiac, MI. The new Congress will officially be sworn in January 6th, beginning the 111th Congress.

Before Congress adjourned they considered several funding initiatives. The Fiscal Year 2009 Continuing Resolution (CR), which was signed into law September 30, 2008 (P.L. 110-329) provided a funding source at or below Fiscal year 2008 levels through March 6th, 2009 for the federal agencies funded by nine unfinished Fiscal Year 2009 spending bills. This legislation also included the text of three of the three remaining FY2009 appropriations bills which fund the departments of Defense, Homeland Security and Veterans Affairs, and for military construction.

Also before the Congressional break, the House and Senate both considered additional Economic Stimulus packages. On September 26th, on a vote of 264-158 the House passed a \$60.8 billion package (H.R. 7110) designed to fund short term infrastructure projects, unemployment insurance, and Medicaid. The same week the Senate voted 52-42 against proceeding to a vote on their own \$56.2 billion version of the stimulus bill (S. 3604). Unfortunately, the Senate version of the bill, which included \$490 million in funding for the Byrne Justice Assistance Grant program was defeated. The House-passed version did not include funding for Byrne funding in the pending measure.

During the “lame duck” session, which began November 17th, The Economic Recovery Act of 2008 (S. 3689) was introduced to the Senate. This bill, with the vision of making supplemental appropriations for job creation and preservation, infrastructure investment, and economic and energy assistance for the fiscal year ending September 30, 2009 included monetary allotment for state and local law enforcement assistance including salaries, expenses, and community oriented policing services.

One other significant piece of law enforcement legislation that has recently been introduced is The Homeland Security and Law Enforcement Improvements Act of 2008 (S.3524). This legislation was introduced by Senator Joe Biden (D-DE) and includes several positive provisions which could stand to benefit local law enforcement. The legislation, which was not acted upon by the Senate before they adjourned, aims to improve homeland security by increasing the authority of the Department of Homeland Security's Assistant Secretary for State and Local Law Enforcement and restoring full funding to the Law Enforcement Terrorism Prevention Program and

authorizing \$500 million per year for the program.

In other pertinent law enforcement news, there has been much speculation surrounding the status of an Internal Revenue Service (IRS) ruling that might have impacted law enforcement officers. The ruling would have implemented a new regulation which would tie eligible retirement age for state and local government employees to personal age rather than years of service. The IRS published the rule on May 22, 2007 as apart of the 2007 “final regulations”. If implemented on its original January, 2009 start date, some have suggested that the rule would have negatively affected public

employees who have served 20-25 years and would typically and historically have been eligible for retirement benefits after that time served. Under the pending ruling, the new “normal retirement age” would be 50 regardless of years of service. However, on Friday, October 10th, the IRS issued a notice stating that they have extended the date by which governmental or public employee retirement plans would fall under this ruling. The new date is January 1, 2011, which gives ample time for review of the potential impacts of the ruling. The Washington office of POAM, along with its fellow law enforcement community stakeholders from across the country, have been working to insure the delay of the implementation of this ruling. We will continue to work towards permanently removing the provision and will keep you updated on any developments.

The Public Safety Officers Family Health Benefit Act (H.R.2391), gains momentum and support. This federal bill will provide access to health care benefits for the family of public safety officers that lose their lives in the line of duty. This bill would allow an individual who is a family member of the public safety officer killed in the line of duty to enroll in a federal employee health benefit plan for themselves or their family. H.R.2391 was originally introduced by Congressman Bart Stupak (D-MI) and is currently in the House Oversight and Government Reform Committee.

There has been several grants awarded nationwide improving law enforcement interoperability. Communities such as Genesee County, The City of Flints, and the City and County of Saginaw, MI have received such Department of Justice Grants.

Senator Patrick Leahy (D-VT) and Congressman Peter Visclosky (D-IN) championed the Bulletproof Vest Partnership Grant Act of 2008, which passed in the House on September 26th and the Senate on September 30th. This life saving grant program helps law enforcement agencies purchase bulletproof vests by amending the Omnibus Crime Control and Safe Streets Act of 1968 to extend through FY2012 the grant program for armor vests for law enforcement officers.

On November 15th, The Transportation Security Administration (TSA) began transitions to a National Law Enforcement Telecommunications System (NLETS) message for State and local law enforcement officers (LEOs) flying armed while on official business. This change is being instituted in order to provide a more secure means of confirming the identity of the LEOs, since a letter can be easily counterfeited.

The Washington, DC office of POAM will be closely following these issues and any other legislation that is pertinent to the Police Officers Association of Michigan. If you have any questions or need additional information please do not hesitate to contact us at (202) 544-9840. □



Dennis McGrann

Signed and Sealed

Agreements gain vital benefits for POAM members

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



Negotiated Marshall Command

Duration: 7/1/2008 - 6/30/2011

Wage Increases: Wage differential between patrol and sergeant increased from 8% to 10%.

- Added Christmas Eve as a holiday.
- Implemented 12-hour shifts.
- Increased life insurance from \$15,000 to \$25,000 and tripled footwear allowance.
- Added Health Care Savings program.
- Added optical insurance plan at no cost to employees.

Bargaining team consisted of Josh Lankerd who was assisted by POAM Business Agent Tom Griffin.

Negotiated St. Joseph County 911

Duration: 01/01/2009 - 12/31/2012

Wage Increases:

2009 - 2.0%

2010 - 2.0%

Bringing top pay to \$40,185.

2011 & 2012 - Wage Re-Openers

- Employees to pay an additional 2% of health care premium in 2010.

Bargaining team consisted of Ramona Metzger who was assisted by POAM Business Agent Tom Griffin.

Negotiated Utica POA

Duration: 07/01/2008 - 06/30/2014

Wage Increases:

2008 - 3.00%

2009 - 2.25%

2010 - 2.50%

2011 - 2.50%

2012 - 2.75%

2013 - 2.00%

Bringing top pay for police officers to \$66,515.

- Pension multiplier for patrol officers increased from 2.25% to 2.50%.
- Pension multiplier for dispatch officers increased from 2.00% to 2.25%.
- Improved health care.

Bargaining team consisted of Doug Julien, Kurt Sharrow and Donna Anderson who were assisted by POAM Business Agent Gary Pushee.

Negotiated Washtenaw County DSA

Medical insurance: Unchanged for all existing employees. Washtenaw County operates under a flexible benefits program with the equivalent of a Blue Cross/Blue Shield Blue PPO I provided at no cost by the employer. Employees who are hired after January 1, 2009, for the first three years of employment will receive the PPO 10, between years four and seven of employment a PPO 2 and for employees with 8 or more years will receive PPO I.

Pension: For employees in the MERS benefit program their contribution will be reduced by .5% effective July 1, 2008. it will be reduced by an additional .5% effective January 1, 2009 and be reduced and capped to a maximum of 8% contribution by the employee effective January 1, 2010.

Wage Increases:

January 1, 2008 - 0% increase.

January 1, 2009 - .5% increase.

January 1, 2010 - 2% increase with an additional top step increase of 1%.

January 1, 2011 - 2% increase with an additional top step increase of 1%

Bringing the top wage of a deputy sheriff to \$58,698.21.

January 1, 2012 - wage reopener.

- A new gun allowance was created allowing all deputies, correction officers and animal control officers to be eligible to train and qualify with a firearm. Those who qualify will receive effective January 1, 2009 \$600 annually. Effective January 1, 2011, \$650 annually.
- Clothing allowance for deputies and correction officers increased by \$200 annually. Court officers, communications, property clerk, animal control increased by \$150 annually, all other employees shall receive \$400 annually for clothing.
- Additionally to properly fund retiree health care, all bargaining unit members will now be required to contribute to the county's VEBA program.
 - January 1, 2010 - .5% contribution
 - January 1, 2011 - .5% contribution

Bringing the total contribution for employees to 1%.

The bargaining team consisted of Harry Valentine, President; Wayne Ahlers, Vice President Corrections; Robert Losey, Vice President Law Enforcement; Robert Stanton, Secretary; Scott Heddle, Treasurer; Dan McQueer, Negotiating Team; assisted by Kenneth E. Grabowski.

Negotiated Rochester POA

Duration: 07/01/2007 - 06/30/2011

Wage Increases:

2007 - 3%

2008 - 3%

2009 - 3%

2010 - 3%

Bringing top pay for a police officer to \$66,563.

- A comp time bank was established for up to 80 hours.
- Field training officers receive an additional \$2.50 per hour.
- Court time increased to 3 hours.
- Employer to provide body armor to all officers.
- Community Blue Plan 2 with \$10/\$40 drug card.
- The employer has the ability to institute a Defined Contribution Pension Plan for new hires after 7/1/09.

Bargaining team consisted of Paul Matynka and Paul Kahrs who were assisted by POAM Business Agent Kevin Loftis.

Negotiated River Rouge POA

Duration: 07/01/2007 - 06/30/2010

Wage Increases:

2008 - 1.50% on January 1 plus \$500 signing bonus; 1.50% on July 1.

2009 - 1.50% on January 1 and 1.50% on July 1.

2010 - 1.50% on January 1 and 1.50% on July 1.

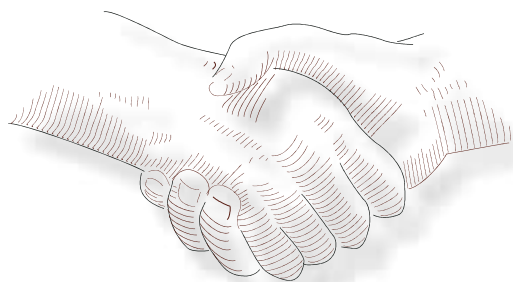
Bringing top wage for patrolmen to \$53,898 and corporals to \$55,365.

- Health care is BC/BS Community Blue #2 with \$10/\$40 drug card.
- New hires retiree health care in a health care savings plan with employer matching contribution.
- Medical insurance to retirees is available after 23 years and employees may purchase an additional three years.
- Life insurance increased to \$50,000.
- Clarified disciplinary procedure and officers are no longer required to carry their weapons off duty.

Bargaining team consisted of Ron Guffey, Edward Otis and James VanDeraa who were assisted by POAM Business Agent Wayne Beerbower.

Agreements gain vital benefits for POAM members

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



Negotiated Southfield Police Officers Association

After extensive negotiations and mediations the parties were able to reach a three-year agreement.

July 1, 2006 – 2% increase
July 1, 2007 – 2% increase
July 1, 2008 – 2% increase

Bringing the top pay of a five-year police officer to \$62,326.

- Additionally, in order to properly fund retiree health care, the employees will contribute to the current funding of the City's retiree health care plan at the following rate:
 - July 1, 2007 – 1% increase
 - July 1, 2008 – 1% increase

Bringing the total contribution by SPOA members to 2%.

- Medical insurance remains status quo, except drug co-pays were increased to \$5.00 generic, \$10 brand name.

The bargaining committee consisted of Mark Zacks, President; Bob LeCouffe, Vice President; Matt Huber, Sergeant-At-Arms; Mark Malott, Negotiating Team; Pat Theriault, Negotiation Team; assisted by Kenneth E. Grabowski.



Negotiated Branch County Command

Duration: 01/01/2009 - 12/31/2011

Wage Increases: Increased Corrections Sergeants' differential by 17% to mirror the Road Sergeants' differential.

2009 – 2.50%
2010 – 2.50%
2011 – 2.50%

- Health care coverage is BC/BS Community Blue 3 with a \$10/\$40 drug card and \$20 office visits. Employees may buy up to Plan 1.

Bargaining team consisted of James Holt, Rhonda Nagel and John Pollack who were assisted by POAM Business Agent Wayne Beerbower.

Negotiated Sterling Heights Dispatch

Duration: 07/01/2007 – 06/30/2012

Wage Increases:

2007 – 0.75% step adjustment plus 2.75%
2008 – 3.00%
2009 – 3.00%
2010 – 3.00%
2011 – 3.00%

Bringing top pay for dispatchers to \$55,501 and shift leaders to \$61,051.

- Added additional 20 hours of vacation at 20-24 years of service.
- Sick time increased to 12 hours per month. Employees can buy back at .75% when over 60 hours in bank and may convert 24 hours to personal time prior to buy back. Forty-eight hours of personal time credited to all unit members.
- Pension at any age when age plus years of service equal 80.

- Employees and their spouse hired prior to July 1, 2007 will receive same medical coverage as they did prior to retirement. Employee hired after July 1, 2007 will pay 50% of premium with employer contributing \$1000 annually to a health care savings plan.

- Health care for current employees is BC/BS Community Blue #10; new hires get Community Blue #7. Drug card is \$5/\$20.

- Employer contribution increases to deferred comp from \$300 to \$800 annually. Double time for holidays and triple time for ordered overtime on holidays. Increased longevity pay.

Bargaining team consisted of Kim Ostin, Teresa Deroy, Michele Wierzbicki and Kim Kowalik who were assisted by POAM Business Agent Wayne Beerbower.

Negotiated Van Buren County DSA, Corrections and Dispatch

Health care for all three groups is a PPO 6 with buy up to PPO 5.

\$40 RX card and employees contribute 7% of premium in 2008 and 8% in 2009. Opt-out increased to \$400 per month.

Road Deputies Wage Increases:

2008 – 3.0%
2009 – 3.0%
2010 – 2.0% in January and 1.5% in July

Bargaining team was Ron Douglas.

Dispatch Officers Wage Increases:

Equity adjustment for pre-1999 hires of + 10.3%.
2008 – 2.0%
2009 – 2.0%

Bargaining team was Mike Hostetler.

Correction Officers Wage Increases:

2008 – 2.0% in January and 1.0% in July.
2009 – 2.0% in January and 1.0% in July.
2010 – 2.0% in January and 1.0% in July.

All these groups were assisted by POAM Business Agent Jim DeVries.

Act 312 Stipulated Award Hastings POA

Duration: 07/01/2007 – 01/30/2010

Wage Increases:

2007 – 2.0%
2008 – 2.0%
2009 – 2.0%

Bringing top pay for a police officer to \$48,428.

312 petition was filed when the Employer attempted to change the current defined benefit plan to a hybrid for new employees. The Employer withdrew the issue.

Bargaining team consisted of Tom Pennock and Dennis Lajcak who were assisted by POAM's 312 Advocate Kevin Loftis and Business Agent Jim DeVries.



Scholarship Winners

July 7, 2008

James A. Tignanello, President
Police Officers Association of Michigan
27056 Joy Road
Redford MI 48239-1949

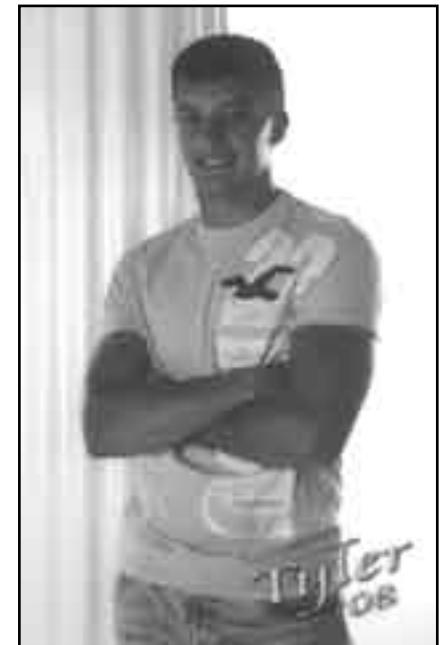
Dear Mr. Tignanello,

Thank you so much for the scholarship contribution money. I appreciate it very much and I am sure that it will be very helpful toward essentials needed for my college education.

Please find enclosed a graduation photo as you requested and again thank you very much.

Sincerely,

Tyler Webb
Tyler Webb
1037 Rivernew Avenue
Monroe Michigan 48182
734-243-9054



Dear Mr. Tignanello,
Thank you for your generous contribution to my college education. Your support and encouragement is greatly appreciated.

Margaret Moore

Thank You POAM!

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June 17, 2008

Police Officers Association of Michigan
James A. Tignanello, President
27056 Joy Road
Redford, MI 48239-1949

Re: Thank you to POAM, Tom Griffin, & Gerald Radovic.

Dear Mr. Tignanello,

I want to thank you, the POAM, and especially Tom Griffin & Gerry Radovic for the support and service all of you personally provided to me as a POAM member during the seventeen years I proudly served the citizens of Plymouth Township.

I can't thank Tom Griffin & Gerry Radovic enough for their counsel and assurances that I would be OK and that the union stood behind me during a very stressful last year of service with Plymouth Twp. PD.

Both men stood with me as my reputation and career was on the line. Both men professionally and aggressively represented me. Their actions helped reduce my stress levels, brought me clarity through information and knowledge, and allowed me to focus on the battle at hand.

Both of these men have been my association's business agents throughout my career. At times during those 17 years we did not always agree on all issues, and sometimes I must admit, I even got mad at them and I'm sure they knew it. Nonetheless, when my job was on the line, both men were there for me and nothing else. They are true professionals to say the least. It's hard for me to clearly articulate my appreciation of their actions. Simply put, thank you Tom & Gerry!!!

Finally, I want to thank POAM for everything you do for your members. I wish you all the best!

Sincerely,
Jeff Fatts
Jeff Fatts - PTPD
734-476-2376 (cell)

R. Garth Preuthun
2694 Clones Drive
Auburn Hills, MI 48326
September 28, 2008

Mr. G. Radovic
COAM
27056 Joy Rd
Redford, MI 48239-1949

Dear Jerry,

I want to commend you and the rest of the staff at the COAM for your help in my recent dealings with the Waterford Township Police Department.

You were there each step of the way, from the grievance process on every repudiation to the negotiating of a settlement allowing me to separate from the township on favorable terms. Every phone call I made or question I had was answered promptly and completely. Your experience and advice were invaluable in my decision making process. The legal reviews and counsel given by Doug Gurschner and Frank Guido were first rate and equal to any that would be found by attorneys in private practice.

Though I chose to accept a settlement, I know from your attitude and assurances that the COAM would have fought as long and as far necessary to protect my rights. From my experience I can assure other members of the COAM that they will be protected from unfair treatment by their employers. Whatever fines we may be paying you guys deserve more.

Thank you
R. Garth Preuthun

R. Garth Preuthun

Thanks & Recognition

Dear Sirs,

My name is Timothy R Cavric and I have been in law enforcement since 1995. In this time I have worked for different police agencies and have belonged to different unions including POAM while employed with the City of Frankfort. I am happy to say that I have never been better represented than by POAM.

I am writing this not only to thank you for the professional services that you have provided me as an organization, but to also recognize the excellent representation that business agent Pat Spidell has personally given to me. As you may know, I have been in a very long and drawn out battle with the City of Frankfort, which is still ongoing after four years. During this time, POAM and Spidell have never wavered in their fight for me. I have always been able to pick up the phone and talk with Spidell when I have questions, need a little reassurance or just a little pick me up. Spidell is always in contact with me and advising me of upcoming dates or information regarding my case.

In the spring of 2003, I was laid off by the City of Frankfort in what I believe was a disguised termination with out any type of cause. POAM immediately filed grievances and eventually an arbitration hearing was set. I was well represented by Spidell and POAM attorney Marty Champine. However, the Arbitrator sided with the City of Frankfort in their right to lay me off regardless of wording in the contract that we thought protected all employees of the department. However, Spidell assured me that they would continue to fight for my job in the future should the issue come forth. In 2006, nearly three years later, the City of Frankfort hired an a new police officer without attempting to offer the job to me first as language of the contract dictated under call back or recall provisions. I contacted Spidell and made him aware of the new hire. Spidell acted swiftly and the appropriate grievances were filed and again arbitration was scheduled. Spidell and POAM attorney Geroge Mertz, represented me during this hearing in which POAM prevailed. We received the Arbitrator's ruling in October of 2007. I was awarded back pay and benefits from June of 2006 along with reinstatement. This story should have ended there, but the City of Frankfort refused to abide by the arbitrator's ruling and have appealed it to Circuit Court in Benzie County. Again, POAM has continued to represent me through this part of grievance procedure and have filed the necessary documents in an attempt to have this case dismissed from Circuit Court and have the Arbitrator's award upheld and enforced. Should this case proceed through Circuit Court or even to the Court of Appeals, POAM has assured me that they will continue to be there for me and provide me with the necessary representation to prevail.

During this fight to get my job back with Frankfort I was employed with another agency and represented by POLC during that time. The difference between the unions is day and night. I believe that any union member that reads this account of my dealings with POLC would be shocked and dismayed and the type of representation that I received. This is not the type of representation that a fellow brother or sister deserves.

During the winter of 2007, I was advised by the Chief of Police that I was being assigned to desk duty affective immediately based on accusations of wrong doing by the PAO. During the previous six to ten months there had been an increase in animosity between our five man dept and the local PAO over highway drug interdiction, with the PAO believing it was illegal. It started with me, but soon the Chief of Police became entangled in an ongoing battle over who ran the police department, the PAO or the Chief. Since the PAO couldn't get the Chief to put an end to drug seizures by me, he made a public stand by saying that my activity was illegal and started using the very people I arrested for drugs and DUI as his witnesses.

After receiving my written notice of being desk bound and officially under investigation I was never again provided any written documentation as to what the status of the investigation was (unless I sought it) and that was during the course of four months. Not once during this time did POLC take issue with any of this. At first I was assigned to clean the warrant file up, but that was put to a halt once over time accumulated from my contacting numerous police agencies across the state to pick up guys on our warrants. It was starting to become evident that the City Manager was attempting to get me to quit since they couldn't find any reason to fire me OR even find a reason to give me a verbal reprimand (the administration literally spent days looking through months and months of my in-car camera video and audio footage). I was put on a five day schedule (everyone else was on a four-day schedule). POLC took no action. I was assigned duties like sorting through old uniforms, building shelves, washing patrol vehicles, sweeping the garage floor and other non-law enforcement duties. Again, POLC took absolutely no action. I was then forced to take un-paid lunches and after my complaining, POLC agreed to grieve this issue only. I was then not allowed to work any holidays that fell on my five-day work schedule. Then after none of that worked, they stripped me of my uniform and even attempted to take my service weapon away from. Again no action from POLC. After discussions involving my local union steward, the City Manager reluctantly agreed that I may carry a firearm, but that it must be concealed so that the public wouldn't think that I was actually working patrol. I was advised that I still had my powers as a police officer

"I have always said that a union is like a partner...it never seems important what they are doing when things are going right, but it sure as hell matters when the crap hits the fan."

because they hadn't taken away my badge, ID, or gun, but I was advised that I could not arrest anyone or take any type of action towards anyone regardless if I saw a crime in progress! To add insult to injury, I was not allowed to attend any police memorial services as I was on duty, assigned to the desk and not allowed to leave the building. AGAIN, POLC TOOK ABSOLUTELY NO ACTION!

After more than four months of sitting desk duty, I was eventually laid off. Interestingly, the same attorney representing the City of Frankfort was now representing this agency. I still had not received any type of determination on the investigation that was done on me and POLC has never attempted to get that information for me. There are pages and pages of rules regarding investigations and disciplinary actions in my contract and policy and procedure, but POLC refuses to take any action. When I spoke with my business agent at the time of my layoff, he actually said that he had forgotten that I had been sitting at the desk all that time!

Between my layoff in June of 2007 and the arbitration date of January, I only heard from POLC once or twice and that is when I contacted them. Locally, we learned of the arbitration date from the City and then several weeks later it was mentioned to me by POLC (I guess they didn't figure I would be anxiously awaiting my day in court, so to speak). I finally heard from my POLC attorney a couple of days before the hearing. Then I learned that the reason I hadn't heard from him earlier was because he had just been hired by POLC less than six weeks earlier to represent me and some others!! The hearing which was scheduled to last the day, was over in less than two hours in which POLC provided testimony for a very short amount of that time in which the business agent never testified to anything. The attorney said that he felt more comfortable representing the union's side by way of brief.

This is the best part. We didn't even find out the Arbitrator's ruling from POLC! WE LEARNED OF THE RULING AT THE CITY COUNCIL MEETING JUST LIKE THE REST OF THE PUBLIC DID WHEN IT WAS ANNOUNCED BY THE ADMINISTRATION! When the POLC Business Agent was contacted afterwards, he said that he hadn't contacted us because he hadn't actually read the ruling himself, but had been advised of the ruling by the POLC attorney...THE WEEK BEFORE!!!! The Business Agent said he would talk to me after he read the ruling. It has now been two weeks since the ruling and I haven't heard from POLC, POLC Business Agent, or even been provided a copy of the ruling. To make matters worse, there is a part time police officer still working for the agency and I'm the one who trained him. POLC says that they don't believe there is anything they can do about it because they neglected to provide any language in the contract regarding part time employees even though the department has had part time employees for over 20 years and POLC has been representing the department for most of that time.

I hope you feel free to share this letter and the contrasting stories of representation I received with your staff, readers, members or others that may be looking to have POAM represent them. I have always said that a union is like a partner...it never seems important what they are doing when things are going right, but it sure as hell matters when the crap hits the fan. I would be happy to go through any door with POAM, whereas POLC should never have made it through field training! A union should be treated like training. If you aren't receiving the proper training and keeping on top of things while things are going okay, you won't be properly prepared to act when things go bad.

Local police associations need to be vigilant about the type of representation that they receive for themselves and their fellow officers. Just because you have had a certain union provide you representation doesn't mean that you should stay with them. You should always shop and compare what type of representation you are currently receiving with what is available to you. I can't say that I have experienced what all the different unions have to offer, but I have experienced two major unions that represent police officers in the State of Michigan and one is heads and shoulders above the other. If, as a local association, you receive bad representation from a union and you choose to stay with that union, you deserve the type of representation you get in the future. There are unions out there that believe in protecting police officers and will do what it takes to get the job done. They won't ever abandon an officer, just as you wouldn't on the street. I believe that POAM is that union.

Again, thank you POAM and Business Agent Pat Spidell.

*Respectfully,
Timothy R. Cavric
5703 Penn Lock Colony Rd.
Interlochen, MI 49643
231-276-6911*



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JUSTICE THROUGH KNOWLEDGE

Revised October 2008 – Program Manager: Joe Marchetti – To register contact: 248.232.4220

TRAINING & INFORMATION BULLETIN

Information listed is tentative and is subject to change, verify before attending.
Seminars run January through May 2009

JANUARY

TBA..... Patrol Dog Academy
12-14 Standard Field Sobriety Testing (SFST)
14-Apr. 1 Reserve Police Academy
14-15 Microsoft Office Word 2003*
17 & 31 Basic Radar
21-23 Active Shooter
26-30 Pistol Instructor School
26-30 AI-1 Initial Investigations

FEBRUARY

TBA..... Legal Update
2-6 Staying Alive in the World of Narcotics
7 Laser Speed Measurement Device
9-10 **NEW!** Intro. to Latin Culture & Language
11-12 **NEW!** Shotgun Instructor School
13 Cold Weather Sniper Workshop
13 Report Writing
16 Michigan Vehicle Code Update
16-27 Evidence Tech School
18-19 Microsoft Office Excel® 2003
18-20 Emergency Medical Dispatch
23-27 AI-2 Follow-up Investigations

MARCH

TBA..... Crimes Involving Computers for First Responders
TBA..... Crimes Involving Computers-Part 2
2-6 FTO School
4 **NEW!** Rapid Mass Murder Response
6 Law Enforcement Interview & Interrogation
9 Drug Asset Forfeiture
10 Fugitive Investigations
11-12 Microsoft Office PowerPoint® 2003
13 Arson Detection
16 **NEW!** Border Wars/Narco Terrorism
16-18 Standard Field Sobriety Testing (SFST)
18 Promotional Oral Interviews
23-27 Basic Detective/Investigator School
24-26, 31, Apr. 1.. Emergency Telecommunicator Course (Dispatchers)

APRIL

TBA..... Legal Update
2 Michigan Criminal Law for Dispatchers
3 Risk Management – Getting & Keeping Good People
6 FTO Update
6 AI-4 Perspective Grid Mapping of Evidence
7-Jun. 2 Fire Investigation Training (9 consecutive Tuesdays)
7-8 Fire Communications (Dispatchers)
7-8 AI-3 Accident Photography
9 Homeland Security for the 911 Professional (Dispatchers)

9 AI-5 Tire Dynamics & Examination
10 AI-6 Lamp Examination
11 & 25 Basic Radar
14-16 Simunition FX® Safety Instructor
15 Suicide Intervention for 911 Professionals (Dispatchers)
15-16 Microsoft Office Access® I
16 Domestic & Family Violence (Dispatchers)
17 Linguistic Interviewing
20-21 Cop Shock
21 Customer Service the 911 Way (Dispatchers)
22 Building Your 911 Liability Shield (Dispatchers)
22-24 Child Internet Exploitation Investigation
23 Survive and Thrive in the Emotional Terrain of the 911 Center
27-29 Digital Photography for Crime Scenes and Special Photo Methods Workshop
27-May 1 Basic SWAT/Tactical Officer Course
28-30 Emergency Medical Dispatch
30-May 1 Promotional Assessment Centers

MAY

4 **NEW!** KravMaga® Defensive Tactics
5 **NEW!** Rapid Mass Murder Response
5-6 Police Records System Operations
5-7 Emergency Fire Dispatch
6 Superglue
6-7 Microsoft Office Access® II
7 Adv. Superglue
8 Serology/DNA Update
9 Laser Speed Measurement Device
11 **NEW!** Principle Based Leadership – Responsible Leadership and Ethics with L.A. (ret) Asst. Chief Robert Vernon of Pointman Leadership
11 Stolen Auto Identification Techniques
11-15 AI-7 Commercial Vehicle Accidents
12 Tactical Vehicle Stops
18-22 First Line Supervision
19-20 **NEW!** The Event Analysis Interview
27 Fingerprint Difficult Surfaces
28 Alternative Light Sources
28 Conflict Resolution

JUNE

TBA..... Legal Update
1-3 Standard Field Sobriety Testing (SFST)
1-5 Basic Police Mountain Bike School
9-12 Law Enforcement Rifle User Course
10-11 Forensic Science & Grave Excavation
15-16 Crisis/Hostage Negotiations
15-17 AI-8 Motorcycle Accident Investigations
18-19 Phase I & II Combat Pistol Course w/Lou Chiodo

Officers need their MCOLES License Number in order to update their training record.



OAKLAND COMMUNITY COLLEGE

TRAINING SCHEDULE

Signed and Sealed

Agreements gain vital benefits for POAM members

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

Negotiated Walker POA

Duration: 07/01/2008 – 06/30/2011

Wage Increases:

2008 – 2.5%
2009 – 1.5%
2010 – 2.5%

- Employees pay 10% of health care premium with Employer reimbursing twelve (12) hours of pay and a percentage of premium for staying in the “health by choice plan.”
- Two hours per month allowed for doctor visits.

Bargaining team consisted of Tom Raisanen and Eric Jenkinson who were assisted by POAM Business Agent Jim DeVries.

Negotiated Oakland County Command Officers Association

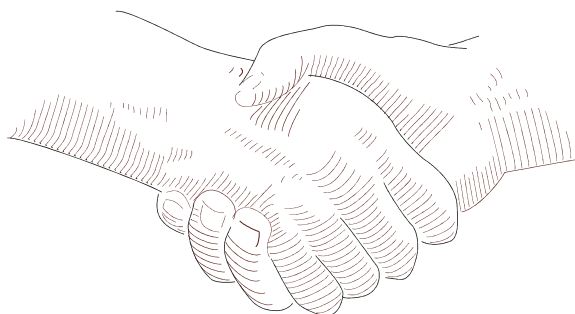
The parties were able to successfully negotiate a two-year agreement with Oakland County. While the Deputies Association has been expired for six years, COAM has negotiated its third labor agreement with the county.

Wages: Effective September, 2007, a 1% guaranteed pay increase. Additionally, the differential for Sergeants was increased from 13% to 14%. Effective September, 2008, a 1% guaranteed wage increase with the differential being increased from 14% to 15%, should the Deputies contract settle at a rate higher than the wage settlement, the differential will prevail.

Medical coverage: Status quo for the duration of this contract, in the event 312 eligible deputy contributions are increased as a result of an arbitration, this increase will flow to the Command Officers with no retroactive payments.

Pension: Employees in the defined contribution plan hired after May 27, 1995, had the county’s contribution rate increased by 1%, employee rate by 2% bringing the total of 10% for the county, 5% employee to a 15% total contribution level.

Bargaining committee consisted of Clay Jansson, President; Larry Sage, Vice-President; Curtis Childs, Treasurer; Joe Quisenberry, Secretary; Dale Labair, Sergeant at Arms; Barry Zeeman, David Hendrick and Greg Glover assisted by Kenneth E. Grabowski, Business Agent.



Inaugural Contract Sumpter Township Command (Sergeant)

Duration: 08/26/2008 – 09/30/2011

Wage Increases:

3% over corporal pay

- Health care and pension remain status quo.
- Improved contract language
- Pay differential initiated for detectives

Bargaining team consisted of Eric Luke, Mike Czinski and Patrick Gannon who were assisted by POAM Business Agent Gregg Allgeier.

Negotiated Burton POA

Duration: 07/01/2008 – 06/30/2012

Wage Increases:

2008 – 0%
2009 – 3%
2010 – 2.5%
2011 – 2.5%

- Health insurance for 36 months for employees on Workman’s Compensation.
- Health care is BC/BS Flex Blue #2.
- Dental coverage increased from \$600 to \$1,000 annually.
- Firearm compensation increased from \$500 to \$750 annually.
- Physical fitness bonus increased from \$500 to \$800 annually.
- Opt out of retiree insurance is now \$2,000 annually.

Bargaining team consisted of Steve Henry and John Owens who were assisted by POAM Business Agent Jim DeVries.

Negotiated Wexford County DSA

Duration: 01/01/2007 – 12/31/2010

Wages increases: (Full Retro)

2007 - 2.50%
2008 - 2.25%
2009 - 2.25%
2010 – Wage re-opener

Bringing top pay for deputies to \$44,198.

- Increased personal leave to 36 hours for employees who work 12 hour shifts.
- Detective clothing allowance improved from \$400 to \$500.
- One MERS pension window period allowed for employees who have 25 years of service and aged 50 to retire without lost of benefits.
- Employees will pay 7% or a maximum of \$75 per month for health care. Prescription card is \$10/\$40.

Bargaining team consisted of Jeff Norman and Kevin Kovach who were assisted by POAM Business Agent Jim DeVries.

Negotiated Waterford Township Command

Duration: 01/01/2008 – 12/31/2011

Wages increases:

2008 - 2.0%
2009 - 2.0%
2010 - 2.0%

2011 – Sergeants to receive 15% over patrol base pay, Lieutenants to receive 10% over Sergeants base pay.

- Retiree healthcare is Community Blue PPO 1 with \$10/\$30 drug card and \$20 office visits. At Medicare age, base coverage will be BCBS M-65 supplemental plan with \$5/\$10 drug card.
- In 2011, employees will contribute 6.5% into pension plan.
- Clothing allowance increased to \$750 per year and overtime training pay initiated.

Bargaining team consisted of Steve Ryner and Nick Petranovic who were assisted by POAM Business Agent Jerry Radovic.

The Police Officers Association of Michigan
 27056 Joy Road
 Redford Township, Michigan 48239-1949
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Wayne County Deputies Join	1	Guns N' Hoses	20
Dearborn Gets Back DB	1, 24	New FMLA Info.	23
Signed & Sealeds	2, 27, 30-31, 35	Media Distortion	25
Lathrup Village Loses Officer	11		
Worker's Comp Advice	13		
Tales From the Trenches	14		

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