

SERVICE AGREEMENT

WHEREAS, the Police Officers Association of Michigan (hereinafter referred to as "POAM") and _____ (hereinafter referred to as "Association") desire to enter into a service agreement;

WHEREAS, the POAM is a statewide professional association made up of local member associations composed of sworn law enforcement officers;

WHEREAS, the POAM has years of labor experience in all phases of the representation of Michigan law enforcement officers, including but not limited to the negotiation, administration, and enforcement of collectively bargained agreements with public employers, and all related Michigan Employment Relations Commission unfair labor practice and compulsory arbitration proceedings;

WHEREAS, the _____ is an independent association consisting of _____

;

WHEREAS, the Association is the exclusive bargaining representative for the classifications within the unit;

WHEREAS, the _____ desires to benefit from the labor relations experience of the POAM, while retaining its independent organizational structure and identity; and it desires the POAM to act as its agent, as is more fully set forth hereinafter;

NOW, THEREFORE, THE PARTIES in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The POAM and the _____ are and shall remain completely independent organizations with separate and distinct memberships.

2. The POAM shall, for the duration of this Agreement, act as the agent of the Association with respect to the following functions: the filing of any representation petitions on behalf of the Association with the Michigan Employment Relations Commission and representing the Association in any certification or decertification proceedings; collective bargaining with the public employer on behalf of the Association; representing the Association in any mediation proceedings, fact-finding proceedings, and/or compulsory arbitration proceedings under 1969 Public Acts, No. 312, as amended; representing the Association in connection with all unfair labor practice charges filed involving the bargaining unit; representing the Association in connection with any litigation involving the bargaining unit; administering and enforcing the collective bargaining agreement; the settling or arbitration of any grievances filed under the collective bargaining agreement; the gathering of research data needed for collective bargaining, fact-finding and contract arbitration purposes; and representing the Association as appropriate before state and local legislative bodies.

3. Any certification as exclusive bargaining representative shall be in the name of the _____, and any collective bargaining executed with the public employer shall be in the name of the _____.

4. The POAM shall consult with the Association with respect to general policies and objectives to be pursued in connection with the bargaining unit. The Association reserves the right to submit any tentatively agreed to collective bargaining agreement to a ratification vote by the members of the bargaining unit. In addition, it is agreed that the POAM shall, on behalf of the Association, exercise its own independent expert judgment in connection with the functions listed in paragraph 2 above, particularly with respect to bargaining techniques, the resolution of bargaining impasses, Act 312 arbitration techniques, and the resolution of arbitration of grievances.

5. The Association agrees, consistent with its independent status, that POAM's service shall only be in the capacity of an agent to the _____, as a labor organization entity, such that the Association shall retain its duties and liability, if any, to its membership in its capacity of exclusive bargaining representative of the unit.

6. In consideration of the above-described services to be provided by the POAM, the Association agrees that it shall pay to the POAM a monthly service fee of \$_____ for each employee within the bargaining unit, that was on the department

payroll for any part of the month, and continuing for each month thereafter.

This service fee will be adjusted as future wage increases are negotiated on behalf of the bargaining unit.

The Association understands that said service fee is due and payable on the tenth (10th) of each and every month while this agreement is in effect.

The Association further agrees to furnish POAM with a list of employees on payroll monthly; POAM further agrees that the aforesaid yearly service fee shall be the full and only charges for professional fees (attorney fees, labor economist fees) incurred in representing the Association, as well as for costs (arbitrator's fees, filing fees, printing or duplication costs, telephone charges, data collection costs) incurred in such representation.

THIS AGREEMENT shall remain in effect until expiration of the collective bargaining agreement which is executed between the City and the Association after execution of this agreement by the parties.

It is further understood that this Agreement may be extended by mutual agreement of the parties.

No further provisions on this page.

The POAM and the _____
hereby execute this agreement on the _____ day of
_____, 20__.

Representing Police Officers
Association of Michigan

Representing the _____
Police Officers Association

President

Association Officer

Association Officer