

August-September 2007



The **DEPUTY**

# Upcoming POAM Vote

Gary McClure

I write this letter out of concern for the future of our association and its members. Five years ago, we as a group recognized that changes were needed within our Association. The primary complaints were the poor level of representation that members received when they asked for help and the obvious problems with the contracts that were being negotiated. A new Executive Board was put in place with a clear mandate to turn things around. We expected a struggle, and the Executive Board has stayed true to our word.

We have made many changes over the last five years that have greatly increased the level of representation for our members. We have prevailed in 10 out of 11 of the last discharge arbitrations and have negotiated discipline on behalf of others, including reinstatements. The Executive Board and our attorneys have assisted many hundreds of our members with various needs. Any member who is subjected to questioning that may result in discipline is quickly provided an attorney. We also now have the ability to hire any attorney for any situation that may occur. Many members call our attorneys directly with questions and concerns. (According to POAM members, POAM will not even allow the union president

to contact their attorneys directly; they must contact a business agent or research assistant). For example, Jane Boudreau called POAM headquarters in search of the attorney who was to represent her in her discharge arbitration. When the POAM representative advised Ken Grabowski who was calling, Jane heard him say "what the F--K does she want?" (Not what anyone should hear from their representative). Because of the lack of representation by POAM, Jane hired her own attorney at her own expense. Contact Jane or John Graham if you need to hear more about the quality of POAM's representation.

Contract negotiations are clearly the other area of representation where change was mandated by our members. Most members are well aware of the devastating results of negotiating (or giving) away the defined benefit retirement for the 'unborn'. It was real cute when the OCDSA president proclaimed back then, 'we don't negotiate for the unborn.' The reality is that yesterday's 'unborn' now represent the majority of our members. That lack of foresight has made retirement the number one issue in these negotiations. I believe that arbitration is the only place available to make the



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## POAM Vote (continued from Page 1...)

needed improvements in retirement.

Many members are still not aware that when you retire the County can require you to pay up to the full cost of your medical insurance. We fought this issue and lost due to the inattention of prior leadership. It would be a double hit to retire with a poor pension and then have to pay up to the full cost of your medical insurance. We lost the grievance on this issue but we can still correct this in arbitration.

Most members by now are aware of the letter from Oakland County chief negotiator, Tom Eaton regarding retro pay. His letter is a violation of labor law and a clear attempt to sway member's votes in the upcoming election. The letter purposes to clear up a controversy regarding retro pay and is addressed to OCDSA and POAM. I have never had any conversation with Tom Eaton regarding this 'controversy' as none exists with the OCDSA. We have not only always expected full retro-pay but we expect it on fair raises, not the one and two percent raises Tom Eaton gave to other County employees. Our wage proposal is 3 percent a year across the board. POAM's assertion that we were offered 4 percent per year raises and rejected the offer is simply not true. It is a blatant lie. We would have gladly accepted such an offer and added it to our other tentative agreements (TA's). Members should be reminded that currently on the table from over three years ago is a proposal by Tom Eaton that the County will not pay us any retro-pay, period (being willing to negotiate retro-pay is not the same as agreeing to it). Another proposal he placed on the table demands that we pay into our medical and those payments would be retroactive back to the expiration of the contract. In other words, we would not get any retro but would have to pay the County approx. four thousand dollars

upon the ratification of our contract.

Another important issue in these negotiations is the department's use of reserves. The OCDSA and the Sheriff's Office have operated for many years under a letter of understanding with the OCDSA limiting the use of reserves. The road patrol officers have benefited by the dedication, professionalism and training those reserves receive, but we cannot allow reserves to displace our positions. It is for this reason that we have asked that the one page, 'Use of Reserves' letter of understanding be placed into our contract. The Sheriff's Office has refused so far. Major Shields even stated in negotiations that they would like to enhance the use of reserves by putting four or five in patrol cars and letting them patrol neighborhoods (but he added that they would not write tickets). This use of reserves could erode our positions and greatly limit our overtime opportunities, such as mini-contracts. This is another issue that arbitration can resolve.

I mention these few issues to remind members of the importance of going to arbitration to finish this contract. Arbitration will allow us to leave the negotiations table and go in front of a neutral third party arbitrator to plead our case. Arbitrator Donald Sugerman has already been selected and is waiting for us to call him after the elections ballots are counted on November 1st. Our original arbitration petition is still valid so we only need to call Mr. Sugerman to set new dates for arbitration. He has advised us that he is semi-retired and should have early dates available.

Arbitrator Sugerman is not part of MERC. He is an independent arbitrator, the same as other arbitrators who conduct our contract and discharge arbitrations. We are eager to present our proposals and comparables and explain that our members have the worst retirement of any major department in

the State but we work for the wealthiest County. Our members must take the negotiations away from Tom Eaton and the County and make them open up their books in arbitration. The lies, rumors and interference are an attempt to fool members and keep us from arbitration. Let's not reward Tom Eaton for prolonging these negotiations in an attempt to create hardship and anxiety. Arbitrator Sugerman will certainly award our members the best contract we have had in decades. The comparables favor us dramatically. We have entered into these negotiations united and determined to make the changes that members have demanded. We have not accepted mediocrity or concessions, nor have we sold out the unborn. Anyone can bring you a poor contract; we are committed to bringing you contract worthy of the name.

If our members elect to remain with the OCDSA then we will immediately work to get arbitration dates set as soon as possible. We will present our proposals and are confident that members will get the best contract in decades. That contract will include those issues that members have told us are essential. Full retro-pay (on proper raises), a much improved retirement, security for retiree's medical, reserve language, restore dispatch parity (wages), investigative and discipline protocols, comp time banks, time limits in special units (more opportunities), etc.

If members elect POAM, then everything will change. What issues do you think they will choose to negotiate for you? Who will choose what is important and how long will it take them? I was told that POAM admitted at their informational meeting that they had not even read our contract yet. We cannot afford to negotiate another poor contract. We can not allow a contract like the one POAM negotiated for

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NOTES FROM RETIREMENT  
Mike Edwin - Retired OCDSA Member



It has been a while since my last column, that was do to a health problem but I am up and around again. I wish to address the the current state of affaires affecting our department. It was with real dread that I heard that the union would be split between the road and the correction division. There has always been some hostility between the two divisions but we were always able to work them out. A wise man once said a house divided cannot stand, that was true a hundred years ago and it is still true today. I have been away from the everyday running of the department for almost seven years so it would be presumptuous of me to try to address the causes for the mess we find ourselves in. But it is my hope and best wishes that we find away out

of the mess without the rancor and bad will that I witnessed at a union meeting some months ago. I have not attended a union meeting since then because of that rancor, I saw and heard things that led me to believe that the ill will and mistrust was so deep that civil discourse was impossible. I always believed that the union's sole responsibility was the welfare of its members and that the membership was an integral part of the running of the union. The elected board's responsibility is to protect the rights of the membership in the way they see as the most beneficial and if the membership disagrees with the way the board is proceeding then they have remedies as outlined in our bylaws. But threats and the real possibility of

physical violence should play no part in our association. The members of the union must come together in order to gain the most in the current contract situation, distrust and back stabbing will only play into the hands of the County.

Now on to a happier subject. I hope that the union will have a Christmas party this year and that I will attempt to get as many retirees to attend as possible. As you know Joe Duke has set up a web site for our retirees and I post as much information on it as I am given. Please notify me of any retirements, illnesses or any other things that would be of interest to the retirees.

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Command (telling their membership "this is the best we are going to get.") Under POAM, members would not be provided an attorney (or multiple attorneys) as they do with our own Association. Under POAM, it is likely that a board member will be required to represent you in SIU and other investigations. How many grievances and other matters will POAM take trough arbitration as the OCDSA does? Under POAM, the County could declare all the agreements already reached with the OCDSA void, and POAM would have to start from the beginning. (Will Tom Eaton agree to honor all the prior contract language and agreements, letters of interest, etc?)

The Executive Board has been attacked in most every way possible but we have kept our focus on our responsibility to you. We are also experiencing the same hardships as others and we want a contract as quickly as any member does. I would urge all members to support the OCDSA and give us the opportunity to contact Arbitrator Sugerman to set arbitration dates.



Stay Tuned...  
**www.ocdsa.com**  
is getting some  
*UPGRADES!*



## FROM THE SECRETARY

James Boomer - OCDSA Secretary

I am completely against a switch to POAM. I have a lot of legitimate reasons for feeling this way; some of them are major and some are minor. While the issue of retro-pay is incredibly important, there are many others issues to carefully consider, as well.

These past four years have been financially hard on all of us. I have plans for my retro check, and part of that plan is to pay off debts I have incurred simply trying to stay above water while these negotiations have dragged on. Each of you not only wants your retro-check, but each of you likely needs your retro-check even more. When I think of the possibility that my retro check, and the retro-checks of each of you, might disappear because of this proposed switch in union representation, it angers and concerns me beyond description. This is money that you have earned, money that you need in order to pick up the pieces and move forward after these lengthy negotiations are concluded.

There is one fact that you need to keep in mind when you consider the retro-pay issue. MERC and 312 arbitrators have ruled that once you change unions, you are barred from even asking for retro-pay from an arbitrator. In the case of Ingham County versus the Michigan Association of Police (MERC Case# L04 I-1005), the panel chair ruled that "the Panel had no authority to issue an award for any period of time that preceded the date of the Union's certification as the exclusive representative." In the case of the City of Huntington Woods versus POAM, MERC ruled in much the same way, stating that POAM must "cease and desist by insisting to impasses, or by insisting on taking to 312 binding arbitration, the matter of retroactive wage increases for the period of time prior to the certification of POAM as the representative of the police officers of the City of Huntington Woods." I encourage

you to read these and other rulings for yourself and to not rely solely on what others tell you. The rulings are available in their entirety on the internet.

It is critical that you fully understand that if we switch to POAM, we forfeit our right to demand the arbitration of our retro pay. Think for a moment of the incredible bargaining advantage this gives to the County; they know from the start of negotiations that we cannot exert our right to binding arbitration with regards to retro pay, and they know that they can now use it to bargain away other issues. The only way we can get retro-pay under POAM is if the County voluntarily gives it to us, plain and simple.

A letter was issued last week by the County's Deputy Director of Human Resources Tom Eaton, in which he says that the County considers retro-pay an issue that can be bargained for under POAM. The problem is that we will be in a weak bargaining position over money that is rightfully ours because we cannot take the issue of retro-pay to an arbitrator.. The County will be in a position to use retro-pay to get us to give up on other major items, or face the possibility of not getting it at all. Additionally, Mr. Eaton goes on to say that the County will not object if we want to take retro-pay to arbitration. How big of him! He knows that the arbitrator will be bound by case law to throw it out from the start. The letter from Mr. Eaton was designed to sway this election by making people think that the County would give us retro-pay no matter what union represented us; that is simply not true.

The County is not necessarily evil for doing what they do. They have an obligation to the taxpayers to make sound financial decisions. Oakland County officials have much to be proud of in this area, and I am completely satisfied with them as a taxpayer. I would be disappointed if they did anything but strongly safeguard their bottom-line. However, we have to take steps as a unified

work force to see to it that our rights are protected, and it is through maintaining and exercising our rights under Act 312 that we can best accomplish this.

The Union has an obligation to do what it can to create a level playing field with regards to wages/benefits. This, by its very nature, goes against the County's interests, and an adversarial relationship is born from it. Now, this does not have to be an adversarial relationship as most people see it; one full of sniping and fighting, discrediting and bad-mouthing. Instead, it requires that, through negotiations and arbitration (if necessary), the County be taken to task to justify why it is refusing to pay out to its employees what is considered by others to be a fair and reasonable wage/benefit package. Again, it is the nature of the beast and we all should understand things for what they are.

This analysis applies to POAM. POAM is run as a for-profit business, and I do not fault them for that. However, if we choose to take our membership to them for representation, we must first consider that EVERYTHING we do from now on will be on a cost/benefit analysis. All decisions that are made by our new masters at POAM will be held up against whether or not it will affect their bottom-line. A great deal of labor relations matters are argued on principal. With POAM, once you surpass the dollar value assigned to your grievance/ULP (assuming it gets approved to be heard in the first place), the matter is abandoned. Principle be damned! We all know that on a day-to-day basis, we encounter abuses of our rights on seemingly small levels, which if left unchallenged will set the stage for additional future abuses. These fights will not be fought under POAM.

Does this make POAM evil? No, not any more than guarding their bottom-line makes the County evil.

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However, it does make POAM a poor fit for our membership, and it establishes a disastrous and mutually beneficial relationship between a money-conscious-County and money-conscious union. If you want to see an example of just how quickly negotiations stop with POAM, take a look at the latest OCSD command officer union's contract. They received a small raise and retro-pay, but they lost all control over their post-retirement medical coverage, among other things. The COAM rep told those who asked that they might as well vote to approve it since that was all that COAM (a division of POAM) was going to do for them.

Under the OCDSA, each of our 750 members has access to 3 full-time attorneys. We also have the resources and the authority to hire additional legal assistance should it become necessary. POAM boasts that they have 4 attorneys on staff; they fail to mention that you

stand in line with 12,000 other members to get any assistance from them. Instead, POAM has business agents that run interference and insure that the bottom-line is not threatened by what they feel are 'petty grievances.' Under POAM, not even the local presidents have access to the attorneys. With the OCDSA, any member subject to discipline (or an interview that might lead to discipline), or anyone who wants to discuss a legal matter has DIRECT access to legal assistance.

To add insult to injury, POAM offers a legal protection plan that you pay extra for each month. This plan is designed to cover you with the legal protection that I would argue you are entitled to simply by virtue of paying your dues. Even worse, the plan is administered by POAM and is self-funded. I wonder how much profit this generates for them?

Local control is the last issue I want to talk about. Under the OCDSA,

you have built up a treasury of nearly 400,000 dollars and you have ownership of a union hall. If you vote to switch to POAM, you forfeit all of the money and assets that you have acquired over the years. Our friends at Macomb County went through this very thing six years ago, and it ended up with the road patrol suing corrections in an attempt to get some of the old union's assets. They were unsuccessful, taking their case all the way to the State Court of Appeals. To this day, the road patrol in Macomb County lacks the financial resources to do anything at the local level.

I have many more reasons why I am completely against a switch to POAM, but this article outlines the major points that I hope everyone understands before they cast their ballot. I urge you to consider all aspects of a switch to POAM. If you do, I know you will see that it is not something we want for ourselves, or for our fellow members.



In today's workplace environment employees are often challenged by several factors both preventable and unfortunately, those situations which the employee has little or no control. One of the issues facing employees today is the concern over contagious diseases.

Obviously, when something like this occurs, whether to the employee or one of their family members, it is imperative that the infected individual seeks and receives the best treatment available to them. Unfortunately, decisions like this often become a matter

of money and assets. The question becomes, can we afford this treatment? Regrettably, we have to decide to use our life savings to save our lives, or that of a loved one. Although health insurance will still pay the physician, hospital and surgical costs, is that really enough? Who will cover the true out-of-pocket expenses not covered by health insurance? Deductibles, co-pays, charges above and beyond reasonable and customary, out-of-network costs and more importantly the non-medical expenses that health insurance was never designed to pay for. Expenses such as travel to specialized treatment facilities, long distance phone calls, grocery bills, car notes, rent/mortgage payments. The reality is that the cost of being sick goes much deeper than just the co-payment for the office call and the prescription. Often times both incomes are impacted when the healthy spouse is forced to leave work to care for the spouse who is ill, or when both parents are off work due to an ailing child.

As you can see, the impact of a sickness can be very destructive to the family assets. More times than not, when a family encounters a catastrophic situation like this they have few options to help cover these additional expenses. Often they must turn to their extended family and although they can offer love and emotional support, they may not be able to offer financial support. Obviously, a loan is out of the question; as well as asking the employer or friends for help. After the family savings and all other avenues have been exhausted, where can an employee obtain the money needed in such an emergency? An option would be to transfer the burden of risk to insurance policies specifically designed to put money in your pocket when you need it most.

Aflac offers a variety of products to accept the financial risk attributed to a major illness. Although Aflac cannot reduce the possibility of encountering and contracting an infectious disease, Aflac can reduce the financial burden one can expect from this situation.

As with all insurance, it is better to have the policy in place before it is needed and while the employee and all family members still qualify for the coverage.

If you are interested in learning more about the Aflac products, please contact our representative, Patrice Di Trapani, at (586)354-1099.



## UPGRADES TO WWW.OCDASA.COM

James Boomer - OCDSA Secretary

Our Association's website, [www.OCDASA.com](http://www.OCDASA.com), is undergoing significant improvements. I met recently with webmaster Jason Tucker and brainstormed a number of enhanced features for the site, all of which I have taken before the full Executive Board and have received their enthusiastic backing.

It is my goal to make the web site the one and only source for our members to go for up to date information, as well as for links to topics that are of special interest to law enforcement professionals. I want to eliminate our member's reliance upon rumors and half-truths by giving them a "one-stop shopping" place to go to for information.

One of the improvements is the development of a functional calendar whereupon members can see at a glance when meetings are to be held, when hearings are scheduled at MERC, and even when the hall is available to be booked for an event. Additionally, once a meeting date has passed, the posting on the calendar becomes a link to any

documents generated out of that meeting or event.

The development of a document library will also be a significant addition to the site. This library will include past contracts, MERC rulings, Association by-laws, and any other documents of interest from our Association's past. This section will develop over time as documents are able to be identified and scanned.

An enhanced web store will be a part of the upgrade, as well. Children's Benevolent Fund merchandise will be featured initially, but the store will be able to handle any products that the Association offers for sale, such as the OCSO history book. The store will be able to accept credit/debit card transactions, which will allow for quicker transactions to be completed.

Alt. Chief Steward Bach has suggested providing information concerning County benefits on the site. This will be accomplished under a "link exchange" program wherein we will post links to important websites on our site. There will be a direct link to

[myoaksource.net](http://myoaksource.net), the County's site that provides you with information regarding your health benefits, payroll information, and other useful data.

Lastly, we will re-instate the message boards. The message boards will be moderated so that they do not become a free-for-all, and members will have to agree to terms of service before they can post. The message boards provide a place for members to speak out on issues that matter to them, and they are a valuable means of establishing relationships between Association members who do not otherwise interact on a regular basis.

In order for the site to be the source of information I envision it to be, members and Executive Board officers alike have been dedicated to using it. The Executive Board recognizes the benefits of an informed membership, now more than ever, and is committed to providing timely and meaningful information on the site for you to see. A mailer will be sent to your home once all of the upgrades are complete, watch for it soon!

## RUMOR CONTROL - A FEW QUESTIONS AND ANSWERS REGARDING P.O.A.M.

**Was there an offer of 4/4/4 made that the Executive Board did not bring to the membership?** No offer from the County has been made other than the one that was presented to the arbitrator.

**Are we still fighting to negotiate one contract for both 312 and non-312 eligible members?** No, while we did try to convince the County to allow us to negotiate one contract, they wanted two separate agreements and that is what we are negotiating.

**The OCDSA Executive Board will raise your union dues by charging an assessment fee of as much as \$250 per month.** This is absolutely untrue and was a rumor started to frighten people into voting for POAM.

**Did the County agree to give us retro pay no matter which union we go with?** No, they did not. They simply said it was negotiable and that they would not object to our taking it to arbitration, knowing full well that we are forbidden by case-law from asking for it.

**Will we get retro pay if we switch to POAM?** We will only get retro-pay if the County agrees to give it to us out of the goodness of their heart. We are forbidden by case law to even ask for it in arbitration, so there is nothing to compel them to give it to us.

The following letter was written in November of 1998 by then-OCDSA President Doug Edgar. It appeared in that month's issue of the Deputy newsletter. Copies of this newsletter are available to any member for review.

### Topic Two: UAW / POAM Representation?

I'm not convinced this topic is worthy of discussion, but recently someone suggested we consider aid from retired UAW experts to help us negotiate with that forever evil and despicable bully - Tom Eaton. When Eaton missed his chance to be Darth Vader, he ended up here and we get to deal with him. Insults to him are praise and he'll likely get a better evaluation from his boss, Judy Eaton. Tom Eaton is merely a talking head for the Personnel Department and LBP.

We negotiate with him because that's his job. If we feel he isn't negotiating in good faith then there are other means we can use. He's a lineman, not the quarterback. Negotiating with him is occasionally like a possum staring at your bright lights on a dark deserted dirt road (stop, swerve, or squish). C'mon, he's a sailboater, who's afraid of a rag bagger? His style is much like sailing, moving along at seven knots running with the prevailing LBP wind.

Secondly, the UAW is in the private sector. Their most useful tool is the strike and work slow down. We are in public service therefore we don't do such things. Our best tools are politics and other lawful resolution methods. We have nothing in common with the UAW when it comes to methodology. Stamping bumpers and professional law enforcement has little in common.

Another member suggested the POAM. We were represented by the POAM in the late 70's and early 80's. They got a footing in the union business because law enforcement needs were specialized and required more focus in labor relations. The POAM is nothing more than a high priced law firm with a political footprint. Can't we do the same ourselves?

In the mid-80's our leadership felt we could derive additional focus by self-representation and total independence. To accomplish this we needed huge amounts of money and a dedicated membership. We can be powerful since we have an abundance of money / membership, but we do seem to lack dedication at times. Why we become more dedicated to the POAM more so than to ourselves? Consider the facts below:

Do you see the POAM challenging MLEOTC? No.

Do you see the POAM active in eliminating the Fireman's Rule? No.

Do you see the POAM representing just Deputies in local/state level politics? No.

Can the POAM make a Sheriff give back Deputy status? No. (No one can).

Has the POAM tried to get P.A. 312 coverage for correctional officers? No.

Would the POAM eliminate the need for an Executive Board and President? No.

Will they write letters and legal opinions in 24 hours, or show up in 30 minutes? No.

Our revenues are about ¼ million dollars a year, should this all go to the POAM? No.

Will they handle the CBF, MPI contract, and other legal matters at no extra cost? No.

Did the POAM prevent the massive lay-off in 1982? No.

There is no logical reason to consider outside representation at this time. What Deputy union that uses outside so called "experts" is doing better than we are? Wayne County? Genesee County? Kent County? Macomb is independent but currently has jail / road conflicts. Sound familiar? Without question, we're doing the best as an independent union. Dying our boots black and similar topics is no big deal.



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