

AGREEMENT¹ BETWEEN

CITY OF HAMTRAMCK

AND

CITY OF HAMTRAMCK POLICE DEPARTMENT

October 1, 2024 through September 30, 2029

1. The CBA shall be amended to reflect the position of Detective changing from promotional to lateral move.
 - a. Pay increase remains in effect (not applicable to K9, traffic and patrol centric units).
 - b. Removal of indefinite terms of assignment
 - c. Detective test removed, installation of selection system.

2. Section 6.3 of the CBA shall be amended to eliminate the Civil Service Commission & Testing requirements currently in place.

3. The CBA and § 6.3 in particular shall be amended to give the Department discretion to offer promotion to Detective to patrol officers with at least three years of service as a full-time, sworn and certified officer with a recognized law agency and with at least one year of service as a full-time, sworn and certified officer with the City of Hamtramck.

4. The CBA and § 6.3 in particular shall be amended to give the Department discretion to offer promotion to Sergeant to patrol officers with at least four years of service as a full-time, sworn and certified officer with a recognized

¹ Both the City of Hamtramck and the Union must ratify this agreement in accordance with the City of Hamtramck Charter and applicable Union Constitution that governs each of the parties' actions. Counsel for both parties has and will work in cooperative fashion to reduce the terms herein into a master collective bargaining agreement which the city shall copy and distribute at its expense to the members of the bargaining unit.

law agency and with at least three years of service as a full-time, sworn and certified officer with the City of Hamtramck.

5. The CBA shall be amended to give Chief of Police sole discretion regarding uniform changes without consent of union except as with regard to material/significant changes, which must be made by a majority vote of a three-member committee consisting of the Union President, Hamtramck's Police Ranking Officer's Association President and the Chief of Police. The Chief of Police shall possess executive veto and executive override power. However, in situations in which the Chief of Police extends his privilege to override veto votes from the Union President and the Hamtramck Police Ranking Officer's Association President, the City will cover the costs of such uniform changes.
6. The CBA shall be amended to reflect that the City will allow bargaining unit members to contribute to a Retiree Healthcare Coverage savings account. All members who contribute \$1,000.00 or more in a calendar year will receive an additional \$500.00 annually from the City.
7. The CBA shall be amended to reflect a wage increase over the next five years as follows:

Years of Service	<u>Proposed Hourly Pay</u>				
	<u>10/1/24</u>	<u>10/1/25</u>	<u>10/1/26</u>	<u>10/1/27</u>	<u>10/1/28</u>
0 - 1	31.36	33.86	35.90	36.97	38.08
1 - 2	33.30	35.96	38.12	39.27	40.44
2 - 3	35.26	38.08	40.36	41.57	42.82
3 +	37.37	40.36	42.78	44.06	45.38
Det./Inv.	39.24	42.38	44.92	46.27	47.65

8. The CBA shall be amended to permit Chief of Police sole discretion and authority in utilizing part-time investigatory personnel. Part-time personnel shall not be classified as members of the Police Officers Association of Michigan, nor as members of the Hamtramck Police Department for bargaining or any other purposes related to representation. Nothing in this paragraph or elsewhere in this agreement shall impact the rights of part-time personnel to seek membership in the POAM. Part-time personnel shall be required to complete a department-approved field training program for the purpose of familiarizing the part-time officer with the City of Hamtramck's geography, policies and procedures.
9. The CBA - § 7.1 - shall be amended to reflect the progression through step increases shall be from Patrol Officer I through Patrol Officer III occurring in one-year increments.
10. The CBA - §7.5 (d) – shall be amended to raise the permitted overtime hours available through the Hamtramck traffic safety program from 32 to 40.
11. Section 10.2 of the agreement shall be amended to remove the language, "However, the City shall only be obligated to schedule and staff a minimum of two (2) full-time non-probationary POAM members per shift." Instead, the language should read as follows, "[H]owever, the City shall only be obligated to schedule and staff a minimum of two (2) Officers per shift whom have completed their fourth phase of FTO.
12. Section 10.3 of the agreement shall be reflected to read, for clarity purposes,
 - a. Detective Bureau. The City shall maintain a Detective Bureau which shall function and perform as a division independent of the Uniformed Division and be staffed by its own appropriate supervisory personnel. This Bureau shall consist of not less than four (4) detectives not including any detectives on special assignment, and not including any part-time detectives (part-time detectives are not members of POAM).
13. With regard to Section 16.1(d), that the CBA will be amended to change the term *shift* to *platoon*.

14. With regard to Section 16.8, that the CBA will be amended to include all off-duty training as eligible for overtime.
15. That with regard to Section 16.13, the CBA shall be amended to permit officers discretion to wear winter or summer uniforms during the months of April and October.
16. That § 16.16 of the CBA shall be removed.
17. That § 16.17 of the CBA shall be amended to the following:

16.17: Promotional Testing

- (a) Promotional Testing for the rank of Sergeant will be conducted by a third-party assessment company or equivalent testing center and shall be the Assessment Center style of test.
- (b) Promotional testing will be scheduled every two years or as needed. The Eligibility list will be in effect for two (2) years.
- (c) In the event that this test is not available, the City and Union shall meet and agree on an alternate testing procedure.
- (d) Promotions to a Higher Rank before Retirement: Any person covered under the terms of this Agreement who is promoted to a higher rank must hold that rank for ninety (90) days prior to retirement or that Employee shall not be entitled to the pension benefits available to persons holding said higher rank.
- (e) Seniority Points in Promotional Tests: Seniority points shall be given at the rate of .50 per each year of service with a maximum of five (5) points provided a grade of seventy (70) or higher is reached on the written examination.
- (f) Selection for the position of Detective will be made as vacancies or new positions become available. For the position of Detective, a board will be convened consisting of a Detective Supervisor, a senior Detective selected by the Deputy Chief of Police, and a Patrol union member who is not a candidate for the position. The board shall hold oral board

interviews, and rank each candidate. The top three candidates will be given to the Chief of Police who will select the candidate for the position.

- g) Bargaining unit members assigned to the position of Detective shall receive Detective pay as outline in the pay scale in this Agreement. Upon completion of five (5) years in the Detective Bureau, unit members shall maintain Detective pay for the remainder of their tenure as a bargaining unit member.
- h) Officers assigned to the position of Detective shall be allowed to serve in the position for a minimum of five (5) years. Upon the completion of five (5) years as a Detective, a board of review shall be convened consisting of a Detective Supervisor, a senior Detective selected by the Deputy Chief of Police, and a Patrol union member not in the Detective Bureau. This board of review will interview the Detective and decide if the Detective shall be allowed to continue in their position or be re-assigned to patrol. Chief will possess sole and executive veto or execution power over the Board's decision. If their assignment is to remain in the Detective Bureau, subsequent boards of review shall be held every three (3) years in the same manner. If the Detective is re-assigned to patrol, the vacancy shall be filled in accordance with the above procedure.
- i) Unit members promoted to or assigned to the position of Detective prior to October 1, 2024 will not be subject to the listed three (3) year board of review.


18. That § 20 of the Agreement shall be amended to reflect the dates of the current Agreement.


19. That § 8.2 of the Agreement shall be modified to reflect that bargaining unit members may designate a maximum of 14 consecutive days as their summer or winter vacation during which their use of vacation time shall not be denied even in the event it causes overtime (except with regard to the situations referenced in § 8.4). Additional vacation time may be used at the discretion of the bargaining unit member as long as it shall not cause overtime.


19. The Union agrees to withdraw any and all pending grievances against the City.


Maxwell Garbarino, City Manager


Amer Ghalib, Mayor


Zachary A. Hallman, City Attorney


Christopher Fey, President


Dave LaMontaine, Board Member POAM