

MEMORANDUM OF UNDERSTANDING

AND AGREEMENT

This MEMORANDUM OF UNDERSTANDING AND AGREEMENT is made and entered into this 1st day of February, 2024 by and between the CITY OF HAMTRAMCK ("EMPLOYER") and the COMMAND OFFICERS ASSOCIATION OF MICHIGAN (COAM), representing the HAMTRAMCK COMMAND OFFICERS ASSOCIATION ("UNION").

WHEREAS, the Employer and the UNION are parties to a Collective Bargaining Agreement ("CBA"), which covers the time period of July 1, 2022 through June 30, 2025;

WHEREAS, the Employer and UNION are desirous of modifying the current Collective Bargaining Agreement ("CBA") in the following ways;

1. Article III Recognition, Section 3.1, to add the newly created Deputy Chiefs position.

THEREFORE, it is agreed to modify the current Collective Bargaining Agreement ("CBA") as follows:

ARTICLE III RECOGNITION

3.1: The City recognizes the Association as the sole and exclusive bargaining representatives of the following employees of the Police Department: Deputy Chief, Lieutenant, and Sergeants.

2. The Deputy Chiefs position, must be promoted from within the Department, and hold the rank of Lieutenant, the Lieutenant selected is at the City's Management discretion.

THEREFORE, it is agreed to modify the current Collective Bargaining Agreement ("CBA") as follows:

ARTICLE XV SENIORITY

15.5: Selection of the Deputy Chief. The City has the right to select the Deputy Chief, from within the Lieutenant rank, of the bargaining unit, understanding the City has management rights to assign duties to that individual as the City sees fit.

3. Article XV Seniority, Section 15.5 Deputy Chiefs position/selection needs to be added to the unit seniority section, Section 15.6 the Lieutenant will oversee all three (3) shifts of the patrol division, and adding a Tier 2 Sergeant to Day shift, so that each

shift will have a Tier 1 and a Tier 2 Sergeant assigned to it. Section 15.7 Detective Lieutenant/Detective Sergeant selection added.

THEREFORE, it is agreed to modify the current Collective Bargaining Agreement ("CBA") as follows:

ARTICLE XV SENIORITY

15.6: Unit Seniority. Seniority will be based on time in bargaining unit for the purpose of shift bid, overtime worked and vacation bid. The Command Structure is as follows:

1. Deputy Chief
2. Lieutenant
3. Tier 1 Sergeant
4. Tier 2 Sergeant

Patrol shift supervisory personnel shall consist of a uniform Lieutenant, who is in command of the patrol divisions. A Tier-1 and Tier-2 Sergeant shall be regularly assigned to cover the Day, Afternoon, and Midnight shift.

15.7: Selection of Detective Lieutenant/Detective Sergeant. The Detective Lieutenant and Detective Sergeant selections will be made by the Police Chief, in concurrence of the Deputy Chief, based on their qualifications, and selected using the normal testing lists and promotions as outlined above. Selections for these positions will be made amongst members that apply for these positions. These positions will be reviewed annually for performance and retention in the position. Should there be no interest in the bargaining unit members in either open position, then the lowest seniority member, holding that rank, will fill the vacancy.

4. Article VII Economic Matters, Section 7.1: Wages, Deputy Chief wage differential shall be 10% above Lieutenant. Section 7.2 Sick leave shall not convert overtime to straight time. Section 7.2 (d) Seventh (7) day worked, when voluntarily participating in Traffic Safety Program (Section 16.13), is paid at the overtime rate of time and one half and not double time.

THEREFORE, it is agreed to modify the current Collective Bargaining Agreement ("CBA") as follows:

ARTICLE VIII ECONOMIC MATTERS

7.1: Wages.

(a) Wage Differentials. This agreement shall be based upon the concept of maintaining and then creating a percentage pay differential between non-supervisory and supervisory employees and among supervisory employees on the basis of the differences in supervisory duties and responsibilities. On that basis, the following percentage wage differential shall be maintained for the following classifications:

- (1) Pay differential between Lieutenant and Deputy Chief shall be 10%.
- (2) Pay differential between Tier-1 Sergeants and Lieutenant shall be 13.5% for FY 2019-2019 and 12% for FY 2019-2020 as well as for subsequent years of this Agreement.
- (3) Pay differential between Detective and Tier-1 Sergeants shall be 14.5%.
- (4) Pay differential between Detective and Tier-2 Sergeants shall be 7%.

(b) Wages.

(1) July 1, 2022 to June 30, 2023 (4% wage increase)

Lieutenant	\$88,128.77/year
Tier-1 Sergeant	\$78,675.88/year
Tier-2 Sergeant	\$73,527.17/year

(2) July 1, 2023 to June 30, 2024 (3% wage increase)

Deputy Chief	\$99,849.89/year
Lieutenant	\$90,772.63/year
Tier-1 Sergeant	\$81,035.85/year
Tier-2 Sergeant	\$75,732.99/year

(3) July 1, 2024 to June 30, 2025 (5% wage increase)

Deputy Chief	\$104,842.39/year
Lieutenant	\$95,311.26/year
Tier-1 Sergeant	\$85,087.26/year
Tier-2 Sergeant	\$79,519.64/year

All members are required to utilize direct deposit.

7.2 Overtime Pay. Overtime pay shall be paid at a rate of one and one-half (1 ½) times a member's regularly scheduled daily shift or any hours worked in excess of forty (40) hours in a seven (7) day work week (Saturday through Friday). Overtime pay shall be paid regardless of any leave time (vacation, sick time, E-days, personal leave, bereavement leave) used; provided, however, that unscheduled E-days, unscheduled personal leave or any other unscheduled leave (Except unscheduled sick leave) shall not be counted as hours worked for purposes of overtime if the Employee takes such leave in the same work week that he or she participates in the Traffic Safety Program (Article XVI, Section 13)

- (a) An employee's normal work week shall consist of five (5) days, at forty (40) hours per week.
- (b) (This provision in a prior contract has been moved to Article VIII, Section 5 and Article IX, Sections 9 and 11).
- (c) (This provision in a prior contract has been moved to Article VII, Section 1).
- (d) Double time shall be paid for the seventh day worked after a normal work week. Except for voluntary participation in the Traffic Safety Program (Article XVI, Section 16.13)

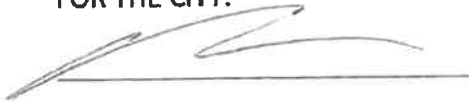
5. Article XVI Working Conditions, Section 16.13 Traffic Safety Program, by modifying the number of hours worked per pay period in this program from 32 additional hours, to 36 additional hours per pay period.

THEREFORE, it is agreed to modify the current Collective Bargaining Agreement ("CBA") as follows:

Article XVI Working Conditions

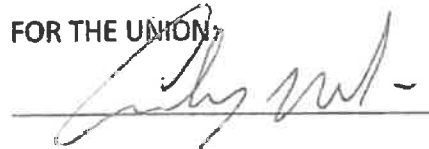
16.13 Traffic Safety Program. Other than as provided herein, the parties agree that, during the term of the Agreement, the City will not seek to modify the terms of DGO #2010-03 pertaining to the Hamtramck Police Department's traffic safety program which provides members of the COAM be provided the opportunity to work forty (40) additional hours per pay period IN ADDITION to their regularly scheduled shifts to administer the HPD traffic safety program; provided however, that the parties perform a twice-yearly analysis of the program to determine that it is financially self-sustaining, meaning that the cost to the City of the program must be completely offset by the revenue produced and received through operation of the program as well as a calculation of the costs of the program. Should the parties disagree about the above determination of the self-sustainability, they agree to select a qualified neutral third party to conduct an audit according to generally acceptable auditing procedures for governmental entities to make the determination as to whether the program revenues cover the program costs. The scope of the audit shall limit the fee for such auditing services to \$5,000 and each party shall bear one-third of that cost, with the POAM paying the remaining third pursuant to the contract between the City and the POAM. The opportunity to work the traffic safety program shall be extended to all members of the COAM. Union and management shall cooperate on the scheduling of this overtime so that the City has available patrol vehicles and other necessary equipment for those desiring to work a particular shift. However, COAM members shall be entitled to participate in this program and subject to its own independent limitations which shall be equal to those for the POAM under section E (1), (2), (3), of DGO 2010-03.

FOR THE CITY:




Max Garbarino, City Manager

FOR THE UNION:



Andy Mileski, President Hamtramck

COA



Steve Sellers, COAM Business Agent