

**TENTATIVE AGREEMENT BETWEEN THE CITY OF HAMTRAMCK AND THE HAMTRAMCK  
COMMAND OFFICERS ASSOCIATION**

**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, Captain, Lieutenant, and Sergeants.

**ARTICLE IV**

**DUES DEDUCTION**

4.1 A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

4.2 The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

4.3 Deduction of dues/fees shall be remitted to the Union at 27056 Joy R., Redford, Mi., 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

4.4 If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

4.5 The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

4.6 Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees,

shall be governed by the internal conditions mandated by the Union pursuant to its authority under Section 10 (2) of the Public Employment Relations Act.

\*To comply with Janus decision

## ARTICLE VII

### 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 Captain and Deputy Chief shall be 10%.
- (2) Pay differential between Lieutenant and Captain shall be 12%
- (3) Pay differential between Detective and-Lieutenant shall be 14.5%.
- (4) Pay differential between Detective and Sergeants shall be 7%.

### RANK STRUCTURE – PROPOSED

Deputy Chief: Currently filled by Andy Mileski, once this position becomes vacant, it's at the sole discretion of the City, whether or not to fill this vacancy. However, if unfilled, the Deputy Chief position would continue to remain within the bargaining unit. Should the City choose at a later date to fill the Deputy Chief's position, it will be the Chief of Police, sole discretion, to select from the current Lieutenant and Captains position. Furthermore, should the City decide not to fill the Deputy Chief position, once it becomes vacant, an additional Lieutenants position shall be filled, for the second floor. This would allow a Captain, Lieutenant, and Sergeant to cover the Detective Bureau and Special Assignments.

Captain: Newly created position (two Captain positions), one Captain would oversee the Detective Bureau and Special Assignment's, and the other Captain would oversee the road

patrol. Current Lieutenant would fill one of the Captain position's, upon ratification of this agreement. The second Captain position would be filled from the newly promoted Lieutenants. After that, it will be the Chief's sole discretion to promote from the Lieutenant ranks a vacant Captain position. The Chief may demote and reassign Captains to the rank of Lieutenant, but only with just cause to do so.

Lieutenant: The lone current Lieutenant under this agreement would be promoted to Captain, as mentioned above. All current Tier 1 Sergeants would be promoted to the rank of Lieutenant, upon ratification of this agreement. The two current tier 1 Sergeants assigned to the special assignment positions, will become Lieutenants as part of this agreement. However, should either be removed for cause (subject to the grievance procedure) or upon their own request, those positions will revert to a Sergeant position. This does not apply if the city removes them for any other reason. The city is also not obligated to maintain these special assignment Sergeants positions when the positions are vacated.

After that, future promotions to the rank of Lieutenant will be filled by the Sergeant who finished #1 on the assessment center evaluation, unless there is significant demonstrable just cause, to bypass him/her. Should this occur and the bypassed employee or the union, believe that there was not just cause to do so, the Union could utilize the grievance procedure, to challenge same.

Sergeant: All current Tier-2 Sergeants, will become Tier-1 or simply Sergeant, upon ratification of this agreement. . Promotions based on patrol promotion language, thereafter. Three Sergeants would be on a road patrol shift (days, afternoons, and midnights) and one Sergeant would become a Detective Sergeant.

7.1: Overtime Pay: Overtime pay shall be paid at a rate of one and one half (1 ½) times a members 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 the 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).

\*This Article and Section was a part of the MOU February of 2024 for Deputy Chief position

7.9: Future Retiree Healthcare.

The CBA shall be amended to reflect that the City will establish a Retiree Healthcare Savings Account (RHSA). All members shall contribute \$1,000.00 in a calendar year and will receive an additional \$1,000.00 annually from the City deposited into the established RHSA account.

\*The rest of the Article and Sections remain unchanged.

ARTICLE IX

SICK LEAVE

9.10: Other Leaves. Emergency Leave – An employee shall be entitled to eight (8) personal days per year for personal business, subject to approval of his superior officer. “E” days shall not be deductible from sick leave. Unused Emergency Leave days will be paid out at the end of the fiscal year.

\*The rest of the Article and Sections remain unchanged.

ARTICLE XI

PENSIONS AND RETIREMENT

\*The Union is seeking the ability of purchasing up to five years generic service time through MERS. A cost based on a supplemental pension evaluation. The City will facilitate the supplemental evaluation and the Hamtramck COA will cover the cost.

\*\*No other modifications to this Article are being requested.

## ARTICLE XV

### SENIORITY

15.2: Seniority Points in Promotional Tests. Seniority points shall be given at the rate of .75 per each year of service with a maximum of 15 points provided a grade of 70 is reached on the assessment center. Promotional Testing for the rank of Lieutenant will be conducted by a third-party assessment company or equivalent testing center and shall be the assessment center style of test. In the event that this style of test is not available, the City and union shall meet and agree on an alternate testing procedure. To test for the position of Sergeant, a candidate must have a minimum of seven years of service as a sworn Hamtramck Police Officer. Sergeants must serve three years in grade to test for the position of Lieutenant.

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

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. Captain
3. Lieutenant
4. Sergeant

Patrol shift supervisory personnel shall consist of a uniform Captain, who is in command of the patrol divisions. A Lieutenant and 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, with input of the Deputy Chief, based on their qualifications, and selected using the normal testing lists and promotions 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 amongst bargaining unit members in either open position, then the lowest qualified seniority member, holding that rank, will fill the vacancy.

\*The rest of the Article and Sections remain unchanged.

**\*\*This Article and Section was a part of the MOU February of 2024 for Deputy Chief position**

## 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 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.**

**\*This Article and Section was a part of the MOU February of 2024 for Deputy Chief position.**

**16.14: Training and Education Reimbursement. The parties agree that, in addition to mandated departmental training, educational advancement of the members is mutually beneficial. The Chief of Police is authorized to include in his/her annual budget an allowance for educational reimbursement. Tuition for police related or approved courses, including books, shall be reimbursed by the City provided proof of passing grade (C or better) is submitted by the Employee to the City of Hamtramck. Annual maximum tuition reimbursement is \$3,000 and Employees must notify the Police Chief in writing, before January 1<sup>st</sup> of each year, of their intent, so that the Police Chief can properly budget for their tuition reimbursement. Required courses, such as English, Psychology, etc., necessary to obtain degrees in Law Enforcement field, are to be included for reimbursement.**

\*The rest of the Article and Sections remain unchanged.

ARTICLE XX

DURATION

20.1: Duration. The duration of this contract, both as to economic and non-economic provision, shall run from July 1, 2025, to September 30, 2029.

20.1: Future Negotiations. Not later than June 30, 2029, the parties agree to undertake negotiations for a new Agreement for a succeeding period.

20.3: Extension. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract. Any additional benefits or increases in wages obtained as a result of negotiations after the expiration of this Agreement shall accrue from September 30, 2029.

FOR THE CITY



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Hamtramck City Interim City Manager

Syed Ahsan

FOR THE UNION



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COAM Business Agent, Steve Sellers



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Hamtramck COAM President, Andy

Mileski



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Hamtramck COAM Vice President,

Dennis Janowicz