

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CITY OF HAMTRAMCK**  
**AND**  
**HAMTRAMCK COMMAND OFFICERS ASSOCIATION**

City of Hamtramck ("City") and Hamtramck Command Officers Association ("Union") through their undersigned representatives tentatively agree subject to ratification by Hamtramck City Council and the Union membership as follows:

1. **STATUS QUO**: Unless modified by this Tentative Agreement all terms and conditions in the existing City-Union Collective Bargaining Agreement remain unchanged. The parties understand and agree that on 11/9/2017 that they agreed to changes in provisions on holiday pay (parity with AFSCME and IAFF paid on a separate check) and gun and clothing allowances (\$1,000 per year in a separate check) that they will also include in their new master agreement. Upon ratification, the parties will work diligently to incorporate these TA terms into the master agreement. City will print 10 copies of the fully-integrated master agreement for distribution to current and future members of the bargaining unit. The parties agree to work in good faith to make any typographical and technical corrections to the master agreement.

2. **WAGES**<sup>1</sup>:

July 1, 2018 to June 30, 2019

(See attached Exhibit 1)

July 1, 2019 to June 30, 2020

(See attached Exhibit 1)

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<sup>1</sup> During the term of this agreement, tier-2 sergeants become tier-1 sergeants when a vacancy occurs due to promotion or separation of tier-1 sergeants. Where both tier-2 sergeants have equal time in rank, the tier-2 sergeant with the highest seniority moves into tier-1 first. Except as provided for in Exhibit 1, tier-2 sergeants shall in all other respects be equal to and enjoy all other rights, privileges and responsibilities as tier-1 sergeants.

July 1, 2020-June 30, 2021

The greater of:

- (a) The rates and in effect under this TA on June 30, 2020; or
- (b) The rates that will maintain the percentage pay differentials set forth in Exhibit 1.

July 1, 2021-June 30, 2022

The greater of:

- (a) The rates in effect under this TA on June 30, 2021; or
- (b) The rate that will maintain the percentage pay differentials set forth in Exhibit 1.

All back wages owed will be paid on the first payroll after this agreement is signed.

3. **PUBLIC SAFETY OFFICERS:** The parties affirm that management has the right to implement a combined police and fire public safety department and will cooperate with management should management move forward with such implementation in the future. At the city's expense, members agree to be properly trained to provide supervision incident to and necessary for the maintenance of a public safety department capable of providing police and fire services. All licensed/certified Public Safety officers ("PSO") shall receive an annual payment of \$1,000 upon receipt of their certification.

4. **VACATION BANK CAP:** Vacation Banks shall be capped at 240 hours. Members with more than 240 hours in their Vacation Bank as of 5/1/19 will receive a payout of 100% of the value of their banked time over 240 hours on or before 6/30/19. Vacation banked time in excess of 240 hours on October 31 of any year of this Agreement shall be paid annually at a rate of 75% of the value of that vacation time by or before December 1 of the year of accrual of the excess vacation time.

5. **SICK TIME:** Sick Banks shall be capped at 480 hours. Members with more than 480 hours in their Sick Bank as of 5/1/19 will receive a payout of 100% of the value of their sick banked time over 480 hours on or before 6/30/19. Thereafter, Sick banked time in excess of 480 hours on October 31 of any year of this Agreement shall be paid annually at a rate of 75% of the value of that time by or before December 1 of the year of accrual of the excess sick time.

6. **HOURS WORKED FOR MANDATORY OT:** The use of leave time shall count as hours worked for purposes of calculating mandatory overtime within a pay period. Overtime shall also accrue for mandatory time worked in excess of a member's regularly-scheduled daily shift.
7. **HOLIDAY PAY/GUN AND CLOTHING ALLOWANCE:** Gun and clothing allowance shall be paid in one lump sum in the first June paycheck for every year of this Agreement. Holiday pay shall be paid in one lump sum in the first November paycheck for every year of this Agreement.
8. **TERMINATION OF BENEFITS:** Unless otherwise prohibited by law, a member's date of separation of employment by means of termination, resignation or layoff shall be the date upon which they are terminated from the City's benefit plans.
9. **ATO ACCRUAL:** In lieu of cash payment for overtime, members may accrue up to 80 hours of Accumulated Time Off which shall be scheduled in advance and cannot create scheduled overtime.
10. **HEALTHCARE:** The CBA shall be amended to eliminate reference to plans no longer offered by the city. The parties will abide by PA 152, PA 54, and other applicable requirements of state law in the selection and cost sharing of health plans.
11. **REFERENCES TO Ranking Officers Association (ROA):** All references to Ranking Officers Association shall be stricken from the CBA. Command Officers Association of Michigan (COAM) is the recognized bargaining agent of Union.
12. **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 her annual budget an allowance for educational reimbursement. The parties will negotiate in June of each year of this contract regarding formula for distribution of budgeted funds.
13. **TESTING AND PROMOTION LIST:** The parties agree that there will be testing for promotions into and within the bargaining unit every two years so that there is a standing promotional list for Lieutenants.
14. **TRAFFIC-SAFETY PROGRAM:** The parties agree to remove patrol unit references to the traffic program that are currently in the parties' CBA. Each member of the bargaining unit may work up to 16 hours of overtime per pay period



in the traffic safety/enforcement program. All other aspects of the traffic safety/enforcement program shall remain status quo.

15. **USE/SCHEDULING LEAVE TIME:** The chief of police shall receive requests for *scheduled* leave time with sufficient notice so that she may take appropriate steps to reduce/eliminate scheduled overtime (e.g. avoiding simultaneously-scheduled vacations for unit members regularly-scheduled to be on the same shift).

16. **Seniority & Command Structure:** 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. Lieutenant
2. Tier 1 Sergeant
3. Tier 2 Sergeant

Day shift supervisory personnel shall consist of a uniform lieutenant, who is in command of the patrol division, and a tier one patrol sergeant. A tier one and tier two sergeant shall be regularly assigned to cover the afternoon and midnight shift.

FOR THE CITY:



By: Kathleen Angerer  
Its: City Manager

FOR THE UNION:



Lt. Steve Smiscik  
Its: President

EXHIBIT 1: WAGE TABLE  
FY 2018-19 and FY 2019-20  
HAMTRAMCK COMMAND OFFICERS

2018-2019

Lieutenant:	\$83,367.28 <sup>1</sup>
Sergeant (tier-1):	\$73,451.35 <sup>2</sup>
Sergeant (tier-2):	\$68,640.13 <sup>3</sup>

2019-2020

Lieutenant:	\$84,733.48
Sergeant (tier-1):	\$75,654.89
Sergeant (tier-2):	\$70,699.33

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<sup>1</sup> Pay differential between Sergeant (tier-1) and Lieutenant shall be 13.5% for FY 2018-2019 and 12% for FY 2019-2020 as well as subsequent years of this agreement.

<sup>2</sup> Pay differential between Detective and the four (current) Sergeants (tier-1) shall be 14.5%.

<sup>3</sup> Pay differential between Detective and the two tier-2 Sergeants to be added to the bargaining unit after ratification shall be 7%. The city may employ up to two tier-2 Sergeants during the term of the agreement; provided, however, that no incumbent member of the bargaining unit on the date of ratification shall be considered a tier-2 Sergeant. Any additional bargaining unit positions added to the bargaining unit after ratification that are not set forth in this Exhibit or in the parties' MOU shall be added at rates to be negotiated by the parties.

