MEMORANDUM OF UNDERSTANDING

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

- 1. STATUS OUO: Unless modified by this Tentative Agreement all terms and conditions in the existing 2017-2018 City-Union Collective Bargaining Agreement remain unchanged. Upon ratification, the parties will work diligently to incorporate these TA terms into the master agreement. City will print 40 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. <u>WAGES</u>: Wages shall be in accordance with the spreadsheet attached as Exhibit 1 which reflects the following changes in compensation.

July 1, 2018 to June 30, 2019

- a. All members currently receiving only 90% of their base pay rates (hirees on or after 7/1/14) shall have the current 10% reductions in their base pay rate immediately eliminated such that they receive 100% of their regularly scheduled base pay rate for the period 7/1/18 to 6/30/19. These members shall also receive their step increases as set forth below.
- b. All members currently receiving 100% of their base pay rate (hirees before 7/1/14) shall receive a 6% increase to their base pay rate for the period 7/1/18 to 6/30/19. These members shall also receive their step increases, if any, as set forth below.

July 1, 2019 to June 30, 2020

All members shall receive a 3% increase in their base pay rate. Step increases shall also continue as set forth below.

3. <u>STEP INCREASES</u>: Effective 7/1/18, step increases shall be as set forth in the spreadsheet attached as Exhibit 2 and shall be awarded once annually on the bargaining unit member's seniority date through their completion of their fifth year of service.

- 4. <u>ELIMINATION OF CORPORAL RANK</u>: Upon ratification, the rank of Corporal shall be eliminated and all references to it shall be stricken from the parties' collective bargaining agreement. Each corporal at the rank of corporal on the date of ratification shall receive a one-time payment of \$2,000.
- 5. <u>PUBLIC SAFETY OFFICERS</u>: The parties affirm that management has the right to implement a combined police and fire public safety department and, at the city's expense, properly train bargaining unit members so that they perform fire suppression services and obtain all necessary licensure and certifications for same. All licensed/certified Public Safety Officers ("PSO") shall receive an annual payment of \$1,000 upon receipt of their certification.
- 6. <u>SICK, VACATION, E-LEAVE:</u> Sick, vacation and e-leave accrual shall be in accordance with Exhibit 3.
- 7. VACATION BANK CAP: Vacation Banks shall be capped at 240 hours. Members with more than 240 hours in their Vacation Bank as of 10/31/18 will receive a payout of 100% of the value of their banked time over 240 hours on or before 12/31/18. Vacation banked time in excess of 240 hours on October 31, 2019 shall be paid at a rate of 75% of the value of that vacation time by or before December 1, 2019.
- 8. SICK TIME: Sick Banks shall be capped at 480 hours. Members with more than 480 hours in their Sick Bank as of 10/31/18 will receive a payout of 100% of the value of their sick banked time over 480 hours on or before 12/31/18. Sick banked time in excess of 480 hours on October 31, 2019 shall be paid at a rate of 75% of the value of that time by or before December 1, 2019.
- 9. <u>HOURS WORKED FOR MANDATORY OT</u>: 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.
- 10. 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.
- 11. <u>TERMINATION OF BENEFITS</u>: Unless otherwise prohibited by law, a member's date of separation of employment for any reason shall be the date upon which they are terminated from the City's benefit plans.

- 12. 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.
- 13. <u>HEALTHCARE</u>: Article 7(4) Healthcare shall be amended to eliminate reference to plans no longer offered by the city.
- 14. REFERENCES TO FRATERNAL ORDER OF POLICE (FOP): All references to Fraternal Order of Police shall be stricken. Police Officers Association of Michigan (POAM) is the recognized bargaining agent of Union.

FOR THE CITY:

By: Kathleen Angerer

Its: City Manager

Date:

By: James P. Allen, Sr.

Its: Labor Counsel

Date:

FOR THE UNION

Dennis Janowicz

Its: President

Date:

David LaMontaine

Its: Business Agent

Date: