

AGREEMENT¹ BETWEEN

CITY OF HAMTRAMCK

AND

CITY OF HAMTRAMCK FIRE DEPARTMENT

January 1, 2024 through December 31, 2027

1. The parties' collective bargaining agreement executed and dated _____² shall be amended to reflect that the clothing allowance for the Fire Department be increased from \$750.00 per year, to \$1,500.00 per year per bargaining unit member.
2. The CBA shall be amended to reflect that each bargaining unit member will receive 100% dental coverage.
3. The CBA shall be amended to include Eid Al-Fitr and Eid Al-Adha as City recognized holidays for each bargaining unit member, raising the total holidays for each bargaining unit member to 16.
4. The CBA shall be amended to increase the amount of furlough days from 10 to 11 days for each bargaining unit member.
5. The CBA shall be amended to reflect that the lowest two pay steps in the five-year wage step increase program are eliminated, bringing the City from a five-year wage step increase to a three-year program.
6. The CBA shall be amended to reflect the City's agreement to contributing \$2,000.00 to all Tier 1 employees' MERS or HAS health savings account on an annual basis, and additionally the City shall contribute up to \$4,000.00 for

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.

² All future references to this agreement shall hereinafter be referred to as "the CBA" and pertain to the CBA that was signed on _____ and in effect from _____ to _____.

all Tier 1 employees on a matching basis. Tier II employees in the MERS or HSA health savings are eligible to have the City contribute up to \$2,000 on a match basis. The employees must contribute to receive the matched amount and funds will be deposited into the employees account on the last pay day of the calendar year. In retirement, Tier I and II employees shall be entitled to purchase healthcare from the City of Hamtramck until they are eligible for Medicare, at the City's group rate. This includes all plans from single to family health coverage.

7. The CBA shall be amended to reflect an 18% wage increase over the next four years as follows:
 - January 1, 2024 – 6%
 - January 1, 2025 – 4%
 - January 1, 2026 – 4%
 - January 1, 2027 – 4%
8. The CBA shall be amended to reflect that the Safety Procedures outlined in Standard Operating Guideline #3.11 – attached as Exhibit A – are instituted as standard operating procedures.
9. The CBA shall be amended with regard to bereavement leave to run consistent with leave provided to City Hall employees. Found specifically in Section 6.5, “All regular full-time employees are allowed five (5) days of bereavement leave for immediate family which includes parents, siblings, spouses, children, grandchildren, grandparents, and in-laws. Two (2) days of bereavement are allowed for aunts, uncles, nieces, and nephews.
10. The CBA shall be amended to reflect that a yearly premium be paid to all licensed members of the suppression division of the bargaining unit of \$1,600.00 for responding to medical runs as a non-transport MFR engine. The parties agree that the bargaining unit will respond to all calls with an ETA beyond 15 minutes. An additional \$500.00 premium shall be paid to all unit members who have actively participated in a run in that calendar year after the department reaches 1,000 runs in a single calendar year.
11. The CBA shall be amended to reflect that a loyalty bonus of \$1,000.00 is

paid to every bargaining unit member after five years of service, with the first payment being made on the last pay date of the calendar year when the employee completes five years of service and occurring on an annual basis each year for each qualified member.

12. Article 7, Section 2 (B) of the CBA shall be amended to reflect that in the transition to 40-hour weeks, member's existing 24-hour banks will be frozen, and moving from the date of this agreement forward, new 8-hour time banks will be created.

13. Article 8(g) of the CBA shall be amended to reflect the same policy as is found in employee manual.

14. The CBA shall be amended to reflect that the PTO policy found in 6.3 of the employee manual extend to all bargaining unit members.

6.3 Paid Time Off (PTO)

All regular, full-time employees will receive prorated PTO based on their date of hire within their first year of employment. For example, an employee who retires June 30th shall be deemed to have earned half of their paid time off days for the year, regardless of when and how much PTO time went into that employee's PTO bank. An employee with a starting date of October 1st will only therefore be eligible to accrue three months of PTO time within the calendar year of that employee's start date.

Employees shall earn the following PTO based upon years of service to the City:

- 1-5 years: Twenty (20) working days.
- 6-10 years: Twenty-five (25) working days.
- 10 + years: Thirty (30) working days.

6.3.1 Employees may carry over into the next calendar year all unused PTO. The employee may not maintain more than twice the amount in their bank than they would have otherwise earned in that calendar year. This policy allows the employee to maintain one calendar years' worth of PTO in reserve. Any PTO more than one calendar years' worth in reserve shall be paid out to an employee. PTO time does not accrue while an employee is on an unpaid leave of absence or suspension. PTO time may be used in increments of a half (1/2) day. PTO time may only be used with the permission of the employee's supervisor in accordance with their salary agreement or collective bargaining agreement.

6.3.2 Department heads shall consider seasonal demands and department staffing needs before granting PTO requests. PTO shall not be permitted to disrupt service to the community or leave a department unstaffed.

6.3.3 PTO is equal to an employee's regular rate of pay.

6.3.4 Holidays shall not count as PTO days when they occur within an employee's vacation period.

15. Article XVI, Sec. 1 of the CBA shall be amended to include probationary period of at-will employment status for all bargaining unit members in the first year of employment. Specifically, the bolded section below is being added to Section 1.

Section 1- Anniversary Date and Probationary Period

The anniversary date of service, for purposes of this Article shall be the original date of appointment to the Fire Department. **All new hires shall be subject to a twelve (12) month probationary period, during which they shall be entitled to all the benefits contained in this collective bargaining agreement except that they shall be considered at will employees as it relates to discharge. Employees discharged during the probationary period may not grieve their discharge. The probationary period may not be extended by the City unless the employee is absent for fifteen (15) or more continuous shifts due to injury or illness. In such instances, the City may extend the employee's probationary period by the number of shifts missed.** Subject to the rules of resignation and/or retirement, Seniority shall be determined by the employee's length of service in the Department. Time spent in the Armed Forces on military service leaves of absence and other authorized leaves and time lost because of duty-connected disabilities shall be included.

16. Article XII, Sec. 1 of the CBA shall be amended to include the bolded sentence below, for the sole purpose of clarification regarding disability benefits for all employees hired after December 1, 2013.

Hybrid Plan

Employees hired on or after December 1, 2013, shall be provided with the MERS hybrid pension plan (which includes a component of a defined benefit and defined contribution) with a 1.75% multiplier. **Coverage for all such employees related to Duty and Non-Duty disability benefits will be available through and subject to MERS evaluation and approval procedures.** Final Average Compensation (FAC) will be computed using the average of the highest consecutive 3-year (36-month) period of earnings from the member's entire work history as reported to MERS by the Municipality.

*Approved subject to ratification of the membership of Hamtramck City Council this ____ day of August 2024.

Maxwell Garbarino, City Manager

Amer Ghalib, Mayor

Zachary A. Hallman, City Attorney

Andrew Oleksiak, President HFOP

Michael O'Hearon, Attorney HFOP