



CITY OF DETROIT
HUMAN RESOURCES DEPARTMENT
LABOR RELATIONS DIVISION

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE - SUITE 332
DETROIT, MICHIGAN 48226
(313) 224-3860 • TTY:711
(313) 224-0738
WWW.DETROITMI.GOV

January 12, 2024

HONORABLE CITY COUNCIL:

Re: Implementation of the 2023 – 2027 Labor Agreement between the City of Detroit and the employees represented by the U.A.W. Local 412 – Legal Assistants

The Labor Relations Division is recommending your Honorable Body's official approval of the 2023 - 2027 Master Agreement between the City of Detroit and the U.A.W. Local 412 – Legal Assistants.

The Master Agreement covers wages, hours, and other basic conditions of employment from July 1, 2023, through June 30, 2027. It has been signed by all parties concerned and meets with the approval of the Labor Relations Division.

We therefore respectfully request that your Honorable Body adopt the following resolution with a Waiver of Reconsideration.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Keith Worthy", written over a horizontal line.

Keith Worthy
Labor Relations Director



By Council Member _____:

WHEREAS, the City of Detroit and the U.A.W. Local 412 – Legal Assistants have met the standards for recognition as exclusive agents for their members in the employ of the City of Detroit under Public Act 336 of 1947, as amended, and

WHEREAS, the Labor Relations Division, under the direction of the Mayor, is authorized and directed by the City Charter to act for the City of Detroit in negotiation and administration of collective bargaining agreements, and

WHEREAS, the Labor Relations Division and the U.A.W. Local 412 – Legal Assistants have met and negotiated this labor agreement which covers wages, hours and other economic conditions of employment through June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED, that the Master Agreement between the City of Detroit and the U.A.W. Local 412 – Legal Assistants, be and is hereby approved and confirmed in accordance with the foregoing communication.



Office of the
Chief Financial Officer

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1100
Detroit, Michigan 48226

Phone: 313 -628-2535
Fax: 313 -224-2135
www.detroitmi.gov

CFO FISCAL IMPACT STATEMENT NO. 2024-110-003

SUBJECT: Fiscal Impact of Labor Agreement between the City of Detroit and UAW Local 412 Legal Assistants
PREPARED BY: Office of the CFO – Office of Budget
DATE ISSUED: January 11, 2024

1. AUTHORITY

- 1.1. State of Michigan Public Act 279 of 1909, Section 4s(2)(d), as amended by Public Act 182 of 2014, states the chief financial officer shall submit in writing to the Mayor and the governing body of the City his or her opinion on the effect that policy or budgetary decisions made by the Mayor or the governing body of the City will have on the City's annual budget and its four-year financial plan.
- 1.2. CFO Directive No. 2018-101-029 Fiscal Impact Statements states that the CFO shall issue Fiscal Impact Statements ("FIS") for pending or enacted decision items with a significant fiscal impact on the City, as determined by the CFO, to provide financial information to the Mayor and the City Council as they consider action on proposed local policy or budgetary decision items.

2. PURPOSE

- 2.1. To provide financial information to the Mayor and the Detroit City Council as they consider the effect of the proposed labor agreement between the City of Detroit (the "City") and the UAW Local 412 Legal Assistants ("Legal Assistants").

3. OBJECTIVE

- 3.1. This FIS serves as the report on the fiscal impact of the proposed labor agreement on the City's annual budget for FY 2024 and four-year financial plan for FY 2024 – FY 2027 (the "City budget").

4. SCOPE

- 4.1. This FIS is not intended to convey any statements nor opinions on the advisability of the proposal, except for those components that have or may have a fiscal impact on the City budget.
- 4.2. This fiscal impact analysis is based on the proposal as described below in Section 5 of this FIS. Should the proposal change prior to final approval, an updated FIS may be issued.

5. STATEMENT

- 5.1. Conclusion: The proposed labor agreement would have **no net impact** on the City budget, as resources have been budgeted and identified to cover the cost of the contract.
- 5.2. Background: The following labor agreement impacts the Law Department and includes a 0% annual wage increase in FY 2024, and 2% annual wage increases in FY 2025-2027. The

0% annual wage increase is because the Legal Assistants union did not offer wage increase concessions in FY 2021 as part of the City’s financial response to the pandemic.

5.3. Fiscal Impact: The proposed labor agreement has **no net impact** on the City budget, as resources have been budgeted and identified to cover the incremental cost of the contract. The City budget assumes the same wage increase pattern, thus resulting in no incremental cost.

City of Detroit

FIS - UAW L412 Legal Assistants Labor Agreement (Bargaining Unit 1850)

	FY 2024	FY 2025	FY 2026	FY 2027
Current Budgeted Salaries				
Current annual base wages	\$ 905,540	\$ 923,651	\$ 942,124	\$ 960,966
Annual wage increase	0.0%	2.0%	2.0%	2.0%
Budgeted Positions	14	14	14	14
Average Base Pay	\$ 64,681	\$ 65,975	\$ 67,295	\$ 68,640
Proposed Salaries				
Proposed annual base wages	\$ 905,540	\$ 923,651	\$ 942,124	\$ 960,966
Annual wage increase	0.0%	2.0%	2.0%	2.0%
Average Base Pay	\$ 64,681	\$ 65,975	\$ 67,295	\$ 68,640
Incremental wages	\$ -	\$ -	\$ -	\$ -
Incremental overtime	-	-	-	-
Incremental other fringes	-	-	-	-
Total incremental cost of contract	\$ -	\$ -	\$ -	\$ -
Net impact on Four-Year Financial Plan	\$ -	\$ -	\$ -	\$ -

Notes:

Labor agreement is consistent with assumptions reflected in FY 2024 Adopted Budget, resulting in no incremental cost impact.

APPROVED



Steven Watson, Deputy CFO / Budget Director

2023 - 2027 Labor Agreement
between the
CITY OF DETROIT
and
U.A.W. Local 412 Legal Assistants
SUMMARY OF CHANGES

Article 8 Grievance and Arbitration Process

- ◆ Added cost sharing language regarding court reporting and transcript costs.
- ◆ Added language regarding process for Termination of an Arbitrator.

Article 32 Funeral Leave

- ◆ Written request is required for additional days.
- ◆ Added language "Funeral leave shall be limited to a fourteen (14) calendar day period beginning the day of the funeral. The funeral leave is not required to be consecutive days and is subject to Employer approval."
- ◆ Added language that the 300 mile calculation starts from the employee's residence.
- ◆ Added language to allow the Department head discretion to accommodate the needs of the employee for granting funeral leave.
- ◆ Added language that funeral leave is limited to a fourteen (14) calendar day period beginning the day of the funeral, is not required to be consecutive days and is subject to Employer approval.

Article 36 Holidays and Excused Time Off

- ◆ Added eight (8) hours of "Excused Time" for Juneteenth.
- ◆ Deleted language referencing swing holidays.

Article 38 Vacations

- ◆ Two-tiered Vacation Schedule DELETED; all employees earn vacation regardless of hire date.
- ◆ Added the number of worked paid hours required to earn vacation days.
- ◆ Changed the vacation schedule to allow employees to earn vacation days quicker beginning in year 2 through year 11.
- ◆ At 11 years of service or more, employees earn 20 vacation days per year.
- ◆ Added language each year's unused vacation hours will be forfeited if not used by September 30th.

Article 40 Jury Duty

- ◆ Deleted A. Eliminated the requirement to pay the difference between pay for jury duty and employee's regular pay.
- ◆ Change B. to A. Added language allowing the employee to be excused for the remaining portion of the day.
- ◆ Change C. to B. with updated language and proof of jury duty must be given to the employee's immediate supervisor for the days served.
- ◆ Change D. to C. and clarified language that an employee on jury duty will be continued on the payroll and be paid at their straight time hourly rate for their normal scheduled hours of work, with a guaranteed eight (8) hours pay and eight (8) hour which shall be counted towards the overtime computation.
- ◆ Deleted E. Eliminated deduction of jury duty payment from employee's pay.

**2023 - 2027 Labor Agreement
between the
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SUMMARY OF CHANGES**

Article 41 Hospitalization, Medical, Dental and Optical Care Insurance

- ◆ Added Blue Care Network HMO for New Hires language.
- ◆ New hires are automatically enrolled in Blue Car Network HMO plan unless they waive coverage.
- ◆ Blue Care Network HMO health insurance is effective thirty (30) days after the new employee's hire date.
- ◆ An employee can select a new plan during the next open enrollment for the subsequent year.

Article 45 Wages

- ◆ Upon ratification, the Legal Assistant Classification (Job Code: 091941) salary range shall be changed to \$56,900.00 – 76,800.00.
- ◆ The City shall review the salary bands and make appropriate adjustments as needed.
- ◆ Wage increases shall become effective the first pay period following City Council approval.
 - 0% wage increase effective July 1, 2023
 - 2% wage increase effective July 1, 2024
 - 2% wage increase effective July 1, 2025
 - 2% wage increase effective July 1, 2026
- ◆ Eliminated language referencing annual performance review effective annually on August 1.
- ◆ Eliminated cash lump sum for employees who have reached max pay.

Article 49 Performance Evaluations

- ◆ Changed article title to **PERFORMANCE REVIEW PROCESS**
- ◆ Deleted use of Employee Evaluation Form and its process.
- ◆ Deleted Performance Improvement Plans and appeal process.
- ◆ Added language for annual Merit Increase Eligibility and process.
- ◆ All bargaining unit members may be eligible for an annual merit increase based on a performance evaluation to be completed by their supervisor and/or manager.
- ◆ The annual performance review period will be from July 1st through June 30th of the preceding fiscal year.
- ◆ The merit increase may be distributed as a percentage increase to an employee's base wage or as a lump sum bonus or potentially a combination of both at management's discretion.
- ◆ Employees who achieve a satisfactory performance rating, have at least one year of service and have no written attendance and/or disciplinary actions are eligible for merit increases.
- ◆ A merit increase cannot result in an increase that is more than the maximum of the pay range.

**2023 - 2027 Labor Agreement
between the
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SUMMARY OF CHANGES**

- ◆ Employees that are at the maximum of the pay range may receive a lump sum payment in lieu of a percentage increase.
- ◆ Employees who received an economic adjustment, due to a promotion or transfer during the performance evaluation period, are not eligible for a merit increase.
- ◆ The performance (merit) distribution is anticipated to be between .5% and 3% and is subject to City approval.
- ◆ Performance (merit) distribution anticipated between .5% and 3% subject to City Council approval.
- ◆ Added Merit Evaluation Appeal process. Employee is allowed to appeal the final rating if they receive an evaluation that is less than meets job expectation.

Article 51 Modification and Duration

- ◆ Contract expires 11:59 P.M., June 30, 2027.

n/a Restitution of Grievances

- ◆ ARTICLE DELETED

Exhibit I – Wage Schedule

- ◆ Changed date to July 1, 2023 thru June 30, 2027
- ◆ Changed Minimum to \$56,900
- ◆ Changed Maximum to \$76,800

n/a Memorandum Of Understanding

- ◆ Added Selection of Arbitration Panel