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July 19, 2024

HONORABLE CITY COUNCIL:

Re: Implementation of the 2023 – 2027 Labor Agreement between the City of Detroit and the employees represented by the Municipal Association of Public Employees (M.A.P.E.) – Investigators – Police Commission

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 Municipal Association of Public Employees (M.A.P.E.) – Investigators – Police Commission.

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,

Valerie Colbert-Osameude

Labor Relations Deputy Director



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WHEREAS, the City of Detroit and the Municipal Association of Public Employees (M.A.P.E.) – Investigators – Police Commission 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 Municipal Association of Public Employees (M.A.P.E.) – Investigators – Police Commission 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 Municipal Association of Public Employees (M.A.P.E.) – Investigators – Police Commission, be and is hereby approved and confirmed in accordance with the foregoing communication.

2023 - 2027 Labor Agreement between the **CITY OF DETROIT**

and

MUNICIPAL ASSOCIATION OF PUBLIC EMPLOYEES (M.A.P.E) — Investigators - Police Commission

SUMMARY OF CHANGES

(Note: The previous UAW L212 CBA language was used as a template to create the new CBA with MAPE.)

Article 7 **Union Representation**

Includes language allowing the selection of one (1) Chief Steward and Steward for Union representation.

Article 8 **Grievance and Arbitration Procedures**

- Revised language to simplify the process and bring it into uniformity with City processes.
- Added Arbitration language and Expedited Arbitration process for discharge/termination cases.
- Allows for cost sharing regarding court reporting and transcript costs.
- Includes language regarding process for Termination of an Arbitrator.

Article 9 **Discipline Procedure**

- Oral and written reprimands cannot be appealed past Step 3 of the grievance process.
- Labor Relations Directors decision at Step 3 is final and binding.

Article 10 **Special Conference**

Includes language identifying who can attend Special Conferences by their titles.

Article 12 Seniority

- Lowered time to **three (3) years** regarding (Section B, 4) "lay off as a result of reduction in force for a period not exceeding...".
- Includes language (Section E, 1) explaining how ties in seniority are resolved.

Article 17 Labor Management Committee

- Includes language identifying who can attend by their titles.
- Increased the time of the meeting to 2 hours.

Article 19 **Scheduling**

Article deleted.

Article 20 **Equal Distribution of Case Load**

Language allows for greater flexibility and equitable distribution.

Article 22 Strikes and Lockouts

Includes language making the Grievance Procedure available to employees that contend they had not participated in prohibited conduct related to this article.

Article 30 **Funeral Leave**

- Written request is required for additional days.
- Includes language that "Funeral leave shall be limited to a fourteen (14) calendar day

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period beginning the day of the funeral. The funeral leave is not required to be consecutive days and is subject to Employer approval."

- Includes language that "In extenuating circumstances, the department head has the discretion to accommodate the needs of the employee for granting funeral leave for an immediate family member or relative as described in this article."
- Includes language that the 300 mile calculation starts from the employee's residence.
- Includes language to allow the Department head discretion to accommodate the needs of the employee for granting funeral leave.
- Includes 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 32 **Holidays and Excused Time Off**

Added eight (8) hours of "Excused Time" for Juneteenth.

Article 34 **Vacations**

- Two-tiered Vacation Schedule DELETED; all employees earn vacation regardless of hire date.
- Includes 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.
- Includes language each year's unused vacation hours will be forfeited if not used by September 30th

Article 36 **Jury Duty**

- Eliminated the requirement to pay the difference between pay for jury duty and employee's regular pay.
- Includes updated language "In the event an employee reports for jury duty but does not actually serve on a jury, they will be excused for the remaining portion of the day."
- Includes updated language "In order to be excused to serve on jury duty, an employee must give reasonably prompt prior notice to their supervisor that they have been summoned for jury duty and must furnish proof of service to their immediate supervisor for the days which they served."
- Includes updated language "Jury duty will be considered as time worked. 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."
- Eliminated deduction of jury duty payment from employee's pay.

Article 37 Hospitalization, Medical, Dental and Optical Care Insurance

- Includes language regarding Blue Care Network HMO for New Hires language.
- New hires are automatically enrolled in Blue Car Network HMO plan unless they waive

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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 38 Retiree Medical Benefits

Article deleted and changed to Letter of Understanding-Retiree Medical Benefits

Article 41 Wages

- Upon ratification, the Investigator Police Commission Classification (Job Code: 932503)
 salary range shall be changed to \$62,000.00 \$80,000.00.
- Title remains on Step K.
- Salary adjustments are based on employee seniority in the classification.

Following City Council approval, wage increases are as follows:

- Wage increases:
 - o 2% wage increase effective July 1, 2024
 - o 2% wage increase effective July 1, 2025
 - o 2% wage increase effective July 1, 2026
- Includes language for annual Merit Increase Eligibility and evaluation 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.
- 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.
- Includes Merit Evaluation Appeal process. Employees are allowed to appeal the final rating if they receive an evaluation that is less than a satisfactory performance rating, have no attendance and or disciplinary action.

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Article 40 Death Benefits

• Deleted reference to Life Insurance from title.

Article 42 Promotions

- Added new article.
- Six (6) month probationary period.
- The city will provide notice and access to examination scores, if applicable.

Article 47 Modification and Duration

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

n/a Restitution of Grievances

• Article deleted.

Letter of Understanding-Retiree Medical Benefits

Moved language from Article 38.

Exhibit I - Wage Schedule

- Changed Minimum to \$62,000
- Changed Maximum to \$80,000



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CFO FISCAL IMPACT STATEMENT NO. 2024-110-010

SUBJECT:

Fiscal Impact of Labor Agreement between the City of Detroit and the

Municipal Association of Public Employees (MAPE) Police Commission

Investigators

PREPARED BY:

Office of the CFO - Office of Budget

DATE ISSUED:

July 16, 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 labor agreement between the City of Detroit (the "City") and the MAPE Police Commission Investigators (the "MAPE").

3. OBJECTIVE

3.1. This FIS serves as the report on the fiscal impact of the proposed on the City's annual budget for FY 2025 and four-year financial plan for FY 2025 – FY 2028 (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 labor agreement would have no net impact on the City budget, as resources have been budgeted and identified to cover the incremental cost of the contract.

- 5.2. Background: The following labor agreement impacts the General Fund within the Board of Police Commissioners (BOPC). The agreement includes 2% annual wage increases in FY 2025-2027. The agreement also includes a targeted pay scale adjustment to the current minimum and maximum ranges for Investigators in FY 2025. The targeted pay scale adjustments will provide BOPC with more competitive wages and help improve recruitment and retention efforts.
- 5.3. Fiscal Impact: The MAPE labor agreement has no net impact on the city budget, as resources have been budgeted and identified to cover the incremental cost as summarized in the following table. The City budget includes resources set aside in Non-Departmental for various workforce investments and pending labor contracts. Sufficient resources are budgeted in the workforce investments account to cover the incremental cost of the MAPE labor agreement.

City of Detroit FIS - MAPE Investigators - Police Commission

<u> </u>	FY 2025		FY 2026		FY 2027		FY 2028	
Current Budgeted Salaries								
Current annual base wages	\$	734,738	\$	749,433	\$	764,421	\$	779,710
Annual wage increase		2.0%		2.0%		2.0%	0)	2.0%
Budgeted Positions		13		13		13		13
Average Base Pay	\$	56,518	\$	57,649	\$	58,802	\$	59,978
Proposed Salaries								
Proposed Targeted Payscale Adjustment	\$	974,840	\$	994,337	\$	1,014,224	\$	1,034,508
Annual General Wage increase		2.0%		2.0%		2.0%		2.0%
Payscale Adjustment Rate ¹		32.7%						
Average Base Pay	\$	74,988	\$	76,487	\$	78,017	\$	79,578
Incremental wages	\$	240,102	\$	244,904	\$	249,802	\$	254,798
Incremental overtime		12,005		12,245		12,490		12,740
Incremental other fringes		34,220	Ę,	34,905		35,603		36,137
Total incremental cost of contract	\$	286,327	\$	292,054	\$	297,895	\$	303,675
Cost Offsets								
Workforce Investments Resource ²	\$	286,327	\$	292,054	\$	297,895	\$	303,675
Net impact on Four-Year Financial Plan	\$	•	\$		\$		\$	5 ∰ ⟩,

Notes:

Assumes July 1, 2024 Effective Date

Contract expires at end of FY27. FY28 assumes continued 2% GWI pattern.

- (1) Contract includes payscale adjustments to the current min-max, which is the equivalent of a 32.7% payscale adjustment against the current FY25 budgeted salaries.
- (2) Sufficient budgeted resources are set-aside in Non-Departmental for the MAPE labor increases.

APPROVED

Steven Watson, Deputy CFO / Budget Director