

Coleman A. Young Municipal Center 2 Woodward Avenue - Suite 332 Detroit, Michigan 48226 (313) 224-3860 • TTY:711 (313) 224-0738 www.detroitmi.gov

March 27, 2025

HONORABLE CITY COUNCIL:

Re: Implementation of the 2024 – 2027 Labor Agreement between the City of Detroit and the Emergency Medical Services Officers Association (BU 3200)

The Labor Relations Division is recommending your Honorable Body's official approval of the 2024 - 2027 Master Agreement between the City of Detroit and the Emergency Medical Services Officers Association.

The Master Agreement covers wages, hours and other basic conditions of employment from July 1, 2024 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 A. Colbert-Osamuede

Labor Relations Director



By Council Member	
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WHEREAS, the City of Detroit and the Emergency Medical Services Officers Association 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 Emergency Medical Services Officers Association unit 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 Emergency Medical Services Officers Association, be and is hereby approved and confirmed in accordance with the foregoing communication.

BETWEEN THE

CITY OF DETROIT

AND THE

EMERGENCY MEDICAL SERVICE OFFICERS ASSOCIATION

SUMMARY OF CHANGES

Article 1 Purpose and Intent

 ADDED: Language to emphasize that supervisory authority is in accordance with DEMCA protocols and state law. Clarified the language that the City will establish reasonable rules ensuring equality of opportunity.

Article 2 Recognition

- **DELETED:** Emergency Medical Service Supervisor Grade I (22 40 41)
- ADDED New positions:

EMS Training Lieutenant-Grade I (22-40-38)

EMS Training Lieutenant-Grade II (22-40-39)

ADDED: Proposed Positions

Field Evaluation Supervisor-Lieutenant-Grade I Field Evaluation Supervisor-Lieutenant-Grade II

- Assistant EMS Medical Supervisor Grade I, II now referred to as Lieutenant deleted
 2nd Deputy Superintendent of EMS
- Emergency Medical Service Supervisor-Grade II now referred to as Captain deleted Deputy Superintendent of EMS
- ADDED: BU Members have responsibility for quality assurance and data collection
- Clarified responsibilities delegated by Executive Fire Commissioner or designee
- **ADDED:** BU members responsible for evaluation certification of DFD employees holding emergency licenses and new hires.
- **ADDED:** BU members investigate complaints regarding medical care and accident investigations involving medical apparatuses
- **ADDED:** Language establishing certain EMS supervisors will establish incident command during multiple causality incidents.
- ADDED: BU members in the field must hold title of Assistant EMS Medical Supervisor Grade II or Emergency Medical Service Supervisor-Grade II

BETWEEN THE

CITY OF DETROIT

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EMERGENCY MEDICAL SERVICE OFFICERS ASSOCIATION

SUMMARY OF CHANGES

Article 4 STRIKES AND LOCKOUTS (formerly ASSOCIATION RESPONSIBLITIES)

ADDED: Lock out language

Article 6 Stewards and Basis of Representation

- Clarified: Representation by the Executive Board Members.
- ADDED: language which recognizes one BU member acting as Stewart for each shift.
- ADDED: President can transfer allotted days off to another Executive Board Member. Days off will not exceed two per month.

Article 7 Grievance Procedure (Non-Disciplinary Grievances)

- ADDED: Step 1: Verbal within 14 calendar days of violations
 - **Step 2:** Written grievance must hand deliver or electronically served within 14 calendar days
 - **Step 3:** Appeal to Executive Fire Commissioner timelines established for filing grievance, conducting a meeting and providing a written response
 - **Step 4**: Mediation unresolved grievances at Step 3 may be submitted for mediation to MERC within 10 business days. Time limits tolled while in mediation. If unsuccessful parties may file for arbitration with 14 calendar days.
 - **Step 5:** Arbitration Association must file Notice of intent when grievance is unresolved at Step 3 or Step 4

Article 8 Arbitration (Non-Disciplinary Matters)

- Increased the number of days from 30 to 60 after execution of the contract to establish an arbitration panel.
- Parties shall not inform the arbitrator which party terminated their services
- ADDED: Medical Grievance Procedure established

BETWEEN THE

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EMERGENCY MEDICAL SERVICE OFFICERS ASSOCIATION

SUMMARY OF CHANGES

Article 9 Discipline Procedure (formerly Discharge or Suspension)

- CLARIFIED that Department has the right to discharge, demote, and or suspend
- ADDED: Probationary employees cannot contest discipline under this article
- Changed Preliminary Meeting to Disciplinary Hearing
- Increased 7 days to 10 business days that the hearing must be held
- **Changed** a suspension of ten days **to** five days or more to be eligible for expedited arbitration
- Written notice within three business days of the Disciplinary Hearing for an expedited arbitration
- Timeline for contacting an arbitrator from the panel and conducting the expedited arbitrator
- The written decision from expedited arbitration must issued within 14 calendar days (changed from five business days) from conclusion of hearing

Article 12 Holidays

- ADDED: Juneteenth to excused time
- Increased work units of time off from one (1) to two (2) for excused time days
- ADDED: Must work the full scheduled duty shift the day before and the day after the
 holiday or excused time day to receive compensation. Does not apply if vacation or
 compensatory time used the day before or after.

Article 13 Vacation Leave

- ADDED: Rehired employees accumulate vacation leave as a new hire
- Change: Accumulated Time Off Credits capped at 75 work units (previously 100 work units)
- ADDED: Sell Back of Vacation Leave process

BETWEEN THE

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SUMMARY OF CHANGES

Article 14 Sick Leave

- ADDED: Sick leave accrued on or before April 30, 2014 will be frozen at existing levels and kept in the Prior Sick Leave Bank.
- ADDED: Current Sick Leave Bank will consist sick leave hours accrued on or after May 1, 2014
- ADDED: Sick Leave deducted from current sick leave bank then Prior Sick Bank and finally Reserve Sick Leave Bank
- ADDED: Reserve Sick Leave Bank consists of hours accrued on or before July 18, 2012 and frozen by that date
- ADDED: Definition of immediate Family relatives of the employee's household who have resided at the same address for one year
- Changed: Employee to notify to Notification of Sick Leave
- Changed: Medical Certificate to Proof of Illness. Six work units increased to nine.
- Other Charges Against Sick Leave **changed** to Departmental Leave.
- ADDED: DL given at discretion of Executive Fire Commissioner or Designee.
- **ADDED:** Prior approval for DL must be given

Article 17 Leaves of Absence

- Clarified Family Medical Leave Act language
- ADDED: City Leaves of Absences

Article 18 Seniority

- Clarified Absence without Leave language
- Clarified language for returning to work after LOA, vacation or suspension
- Clarified language for failing to report after layoff

BETWEEN THE

CITY OF DETROIT

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EMERGENCY MEDICAL SERVICE OFFICERS ASSOCIATION

SUMMARY OF CHANGES

Article 21 Exchange of Duty Days

- ADDED: Compensatory Time Exchanges
- Compensatory time exchanges not to exceed four days in each fiscal year
- Employee offering the time must determine if they have the time to exchange
- Association holds the City harmless for damages

Article 23 Shift Change and Rotation

• **Changed** the period for change of shift from the first pay period each January, May and September to April and October

Article 29 Promotions (formerly Promotions to Emergency Medical Service Supervisor – Grade II)

• ADDED: Proposed title Field Evaluation Supervisor-Grade I or II throughout

Article 30 Jury Duty

- ADDED: Jury duty counted towards overtime
- **ADDED:** to receive payment employee must be scheduled to work, give prompt notice, and must give proof of service

Article 31 Basis of Payment

DELETED: Paragraph C regarding payroll error and added it to Wages Article

BETWEEN THE

CITY OF DETROIT

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SUMMARY OF CHANGES

Article 32 Wages

- Bargaining unit members shall receive a three percent (3%) general wage increase annually on July 1st for the duration of this agreement.
- Wage Adjustments effective 7/1/2024

Title	2024 (3% included)	2025 <u>(3% included)</u>	2026 (3% included)
EMS Supervisor Grade II (Capt.)	\$90,563.20 Base Salary \$99.615.00 (w/FLSA) Hourly Rate: \$43.538	\$93,280.10 Base Salary \$102,603.45 (w/FLSA) Hourly Rate: \$44.846	\$96,078.50 Base Salary \$105,681.55 (w/FLSA) Hourly Rate: \$46.191
Asst. EMS Supervisor Grade II (Lt) EMS Instructor Grade II (Lt.)	\$80,787.20 Base Salary	\$83,210.82 Base Salary	\$85,707.14 Base Salary
	\$88,868.00 w/FLSA	\$91,534.04 w/FLSA	\$94,280.00w/FLSA
	Hourly Rate: \$38.841	Hourly Rate: \$40.005	Hourly Rate: \$41.205
Assistant EMS Supervisor Grade I EMS Instructor Grade I	\$68,293.44 Base Salary	\$70,342.24 Base Salary	\$72,452.51 (Base Salary)
	\$75,115.04 (w/FLSA)	\$77,368.49 (w/FLSA)	\$79,689.54 (w/FLSA)
	Hourly Rate: \$32.833	Hourly Rate: \$33.818	Hourly Rate: \$34.832

Article 34 Overtime and Overtime Computation

- ADDED: Vacation leave, departmental leave, and holidays will be considered time worked for the purposes of computing overtime.
- ADDED: Special Events Overtime

Article 36 Retirement Provisions/Plan of Adjustment

 ADDED: In July 2025, the parties can negotiate over terms and conditions of the GRS

Article 38 Temporary Assignments

• **Changed** language to pay B.U. members out-of-class pay, when a bargaining unit member assumes the higher duties and responsibilities. **Deleted** must work in the higher classification for one (1) day or more.

BETWEEN THE

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SUMMARY OF CHANGES

 Changed the time to meet with the Association before implementing new or amended protocols from ten to 15 days

Article 39 Hospitalization, Medical, Dental And Optical Care Insurance

 ADDED: New hires automatically enrolled in Blue Care Network which will be effective in 30 days

Article 40 Death Benefits and Life Insurance

- ADDED: Contributions by the City \$20.70 per year and by employee \$.25 per week or \$13.00 per year
- **ADDED:** lump sum payment of \$10,000 to an employee who totally and permanently disabled while performing their duties
- ADDED: Definition of Totally and permanently disabled

Article 41 Funeral Leave

- ADDED: 14 calendar days to take FL. Not required to be used consecutively and subject to Employer approval
- ADDED: What Documentation is required
- Clarified that mileage measured from employee's residence
- ADDED: Executive Fire Commissioner has discretion to accommodate an employee's needs under extenuating circumstances

Article 42 Training

- ADDED: Department will offer FF I and II certifications. If it cannot be offered will reimburse upon course completion. Department will provide necessary equipment and materials for City sponsored classes
- ADDED: Department will offer 4 seats at City classes if BU members qualified
- ADDED: BU members granted leave time 3 times per calendar year to attend outside training, leave days repaid withing 30 days

BETWEEN THE

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SUMMARY OF CHANGES

- BU members must make written application for training with training specfics wat least 30 days before first scheduled training date
- ADDED: Department will provide reimbursement for MDHHS and EMS Instructor-Coordinator Course
- ADDED: BU members allowed to take department sponsored training with no loss of pay or use of accumulated banks if operations not impacted, training spots offered by seniority, department may modify schedules for courses
- ADDED: New Supervisory Training
- ADDED: New supervisors expected complete this course
- ADDED: BU members returning duty after 120 days or more will be required to retrain in the supervisory training curriculum before returning to duty. Listed classes which will not be required to be retaken.

Article 43 Uniform Allowance

- **ADDED:** Outlined the initial uniforms to be provided to new hires and what will be provided upon completion of probation
- ADDED: Outlined uniforms for newly promoted employees
- ADDED: BU members can purchase and wear golf shirts for warm weather and sweatshirts for cold weather as work uniform. Must be approved by the Executive Fire Commissioner
- **ADDED:** BU members must maintain uniforms and unserviceable uniforms are prohibited from being worn.

Article 47 Duration, Modification and Termination

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

2023 - 2027 LABOR AGREEMENT BETWEEN THE

CITY OF DETROIT

AND THE

EMERGENCY MEDICAL SERVICE OFFICERS ASSOCIATION

SUMMARY OF CHANGES

ADDED: MOU Hiring into EMSOA

 Within 90 days after ratification of the CBA the parties will meet regarding the hiring of civilians and effects bargaining of promotions into the unit

ADDED: MOU regarding establishing 24-hour Shifts

 Effective 60 days after ratification the parties agree to meet over implementation of 24-hour shifts for BU members assigned to field operations

Letter of Understanding - Retiree Medical Benefits

Continued letter detailing the terms of the retiree medical benefits; referred to as the VEBA.

Memorandum of Understanding – Maintaining of Licensure and Responding to Calls for Service

• Continued MOU to clarify that B.U. employees are required to maintain his/her medical licensure and assist with patient care as needed.

Memorandum of Understanding – EMS Division Attendance Policy

 Continued the EMS Division Attendance Policy dated April 7, 2016 as the exclusive attendance policy for B.U. members.



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. 2025-110-002

SUBJECT: Fiscal Impact of Labor Agreement between the City of Detroit and the Emergency

Medical Services Officers Association

PREPARED BY:Office of the CFO – Office of Budget

DATE ISSUED: March 27, 2025

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 Emergency Medical Services Officers Association (The "EMSOA").

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 EMSOA labor agreement would have no net impact on the City budget, as resources have been budgeted in the Workforce Investment Fund to cover the incremental cost of the contract.
- 5.2. Background: The EMSOA labor agreement impacts the General Fund within the Detroit Fire Department (DFD). EMSOA's previous labor contract expired on June 30, 2024, and

- they have been without a labor agreement throughout FY 2025. The agreement includes 3% annual wage increases in FY 2025-2027. The agreement also includes pay scale adjustments to all members in FY 2025 equivalent to an overall 8.5% market adjustment. The pay scale adjustments will provide EMSOA with more competitive wages and help improve retention and recruitment efforts. The 3% annual wage increase and pay scale adjustments in FY 2025 are retroactive to July 1, 2024.
- 5.3. Fiscal Impact: The EMSOA labor agreement has **no net impact** on the City budget, as resources are available to cover the incremental cost as summarized in the following table. The roughly \$400k annual incremental costs of the EMSOA contract were budgeted as part of the FY 2025 Workforce Investment Fund, which covers the costs of budget increases resulting from collective bargaining agreements finalizing during the fiscal year.
 - The FY 2026 Mayor Proposed Budget factored in the impacts of the EMSOA labor agreement, and sufficient resources are available in DFD's proposed budget to cover the incremental costs of the contract in FY 2026-28.

City of Detroit
FIS - Emergency Medical Services Officers Association (EMSOA) Labor Agreement

	FY 2025 FY 2026		FY 2026	FY 2027		FY 2028		
Current Budgeted Salaries								
Current annual base wages	\$	3,088,110	\$	3,180,753	\$	3,276,176	\$	3,374,461
Annual General Wage increase		3.0%		3.0%		3.0%		3.0%
Budgeted Positions		41		41		41		41
Average Base Pay	\$	75,320	\$	77,579	\$	79,907	\$	82,304
Proposed Salaries								
Proposed Salaries	\$	3,350,279	\$	3,450,787	\$	3,554,311	\$	3,660,940
Annual General Wage increase		3.0%		3.0%		3.0%		3.0%
Market Adjustment Rate ¹		8.5%						
Average Base Pay	\$	81,714	\$	84,166	\$	86,691	\$	89,291
Incremental wages	\$	262,169	\$	270,034	\$	278,135	\$	286,479
Incremental overtime ²		92,819		95,604		98,472		101,426
Incremental other fringes		43,464		44,768		46,110		47,293
Total incremental cost of contract	\$	398,452	\$	410,406	\$	422,717	\$	435,198
Cost Offsets								
FY25 Workforce Investment Fund ³	\$	(398,452)	\$	-	\$			
FY26 Proposed Budget Resource ⁴				(410,406)		(422,717)		(435,198)
Net impact on Four-Year Financial Plan	\$		\$		\$		\$	

Notes:

Labor agreement expires at the end of FY27. FIS assumes continued wage pattern in FY28.

- (1) All members receive a market adjustment retroactive to July 1, 2024. The proposed salaries represent an 8.5% total market adjustment compared to the budgeted salaries reflected in the FY25 City budget.
- (2) Incremental overtime cost impact is based on current overtime trends and existing scheduling policy.
- (3) The incremental impact of the labor agreement is reflected in the FY25 Workforce Investment Fund.
- (4) The FY26 Mayor Proposed Budget factored in the impacts of the EMSOA labor agreement, and DFD's proposed budget includes sufficient salary resources to support the incremental costs in FY26-28.

APPROVED

Tanya Stoudemire

Janyy Stendemer

Chief Deputy CFO / Interim Budget Director