August 27, 2019

HONORABLE CITY COUNCIL:

Re: Implementation of the 2019 – 2023 Labor Agreement between the City of Detroit and the employees represented by the Emergency Medical Service Officers Association

The Labor Relations Division is recommending your Honorable Body’s official approval of the 2019 - 2023 Master Agreement between the City of Detroit and the Emergency Medical Service Officers Association.

The Master Agreement covers wages, hours, and other basic conditions of employment from June 1, 2019 through June 30, 2023. 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,

Hakim W. Berry
Chief Operating Officer
By Council Member

WHEREAS, the City of Detroit and the Emergency Medical Service 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 the negotiation and administration of collective bargaining agreements, and

WHEREAS, the Labor Relations Division and the Emergency Medical Service Officers Association have met and negotiated this labor agreement which cover wages, hours and other economic conditions of employment through June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED, that the Master Agreement between the City of Detroit and the Emergency Medical Service Officers Association, be and is hereby approved and confirmed in accordance with the foregoing communication.
2019 - 2023 LABOR AGREEMENT
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 supervisors in the B.U. have on-scene Medical Control oversight.

Article 2  Recognition
♦  Added language to specify the medical oversight and other key responsibilities of the members of the B.U.

Article 3  Management Rights
♦  Added language which requires the City to give thirty (30) days' notice on any proposed changes relating to job descriptions.
♦  Added language which requires the City to give fourteen (14) days' notice on any proposed changes relating to subcontracting or civilianization of B.U. positions.

Article 5  Association Security
♦  Removed language which referenced an employees' failure to join the union, will result in discharge, to be in compliance with the law.

Article 6  Stewards and Basis of Representation
♦  Added language which grants the EMSOA President one (1) day off per month, with compensation, to attend to Association business.

Article 11  Safety
♦  Added language to recognize that B.U. members are Officers within the Incident Command System of the Fire Department.

Article 12  Holidays
♦  Added language to specify that when a B.U. member works on a holiday, he/she shall receive his/her hourly rate, plus one and one-half times his/her hourly rate for all hours actually worked on the holiday.

Article 14  Sick Leave
♦  Increased the number of sick hours that B.U. members can accumulate, from 300 hours, to 480 hours.

Article 20  Department Files
♦  Deleted most details of this article and replaced with a statement that review of personnel records will be in accordance with the State of Michigan Bullard-Plawecki Employee Right to Know Act.
2019 - 2023 LABOR AGREEMENT
BETWEEN THE
CITY OF DETROIT
AND THE
EMERGENCY MEDICAL SERVICE OFFICERS ASSOCIATION

SUMMARY OF CHANGES

Article 24  Changes in Duties, Equipment and Work Assignments
♦ Revised language which requires the City to give thirty (30) days' notice on any proposed changes or modifications in equipment or the roll out of new equipment.

Article 29  Promotions to Emergency Medical Service Supervisor – Grade II
♦ Added language which requires candidates to have a current Paramedics license to be considered for promotion or hire to the classification of Emergency Medical Service Supervisor – Grade II.

Article 32  Wages
♦ Bargaining unit members shall receive a three percent (3%) general wage increase annually on July 1st of each year, for the life of this agreement.
♦ Effective upon the first day of the payroll cycle, subsequent to Union ratification, bargaining unit members shall receive a one-time four percent (4%) special wage adjustment.
♦ Added language to place the Union on notice that when administratively feasible, the City will transmit all paychecks via direct deposit and the City will transition from the current Payroll C (bi-weekly) cycle to the Payroll B (bi-weekly) cycle.

Article 34  Overtime and Overtime Computation
♦ Added language to pay B.U. members overtime when work is in excess of the employee’s normal work schedule for the week.
♦ Adjusted language to show that vacations, compensatory time and holidays shall be counted as time worked for the purposes of computing overtime.

Article 38  Temporary Assignments
♦ Added language to pay B.U. members out-of-class pay, when a bargaining unit member works in a higher classification for one (1) day or more.
♦ Added language to give the Department the ability to assign Captains to field duties, including patient care.

Article 43  Uniform Allowance
♦ Added language to transition from providing B.U. members with uniforms; to providing $550 to newly promoted members and a $1,100 annual allowance to the entire bargaining unit, beginning in July, 2020 and every year thereafter.
2019 - 2023 LABOR AGREEMENT
BETWEEN THE
CITY OF DETROIT
AND THE
EMERGENCY MEDICAL SERVICE OFFICERS ASSOCIATION

SUMMARY OF CHANGES

Article 47 Duration, Modification and Termination

Letter of Understanding – Retiree Medical Benefits
♦ Added 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
♦ Added 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
♦ Added language to designate the EMS Division Attendance Policy dated April 7, 2016 as the exclusive attendance policy for B.U. members.
TO: Michael E. Duggan, Mayor; Honorable Detroit City Council
FROM: David P. Massaron, Chief Financial Officer
SUBJECT: Fiscal Impact of Proposed Contract between the City of Detroit and the Emergency Medical Service Officers Association (EMSOA)
DATE: August 28, 2019

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 for all items requiring fiscal impact statements, as defined in that Directive, 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 action on the proposed contract between the City of Detroit (the “City”) and the Emergency Medical Service Officers Association (the “EMSOA”).

3. OBJECTIVE

3.1. This Memorandum serves as the report on the fiscal impact of the proposed contract in relation to the City’s annual budget for FY 2020 and four-year financial plan for FY 2020 – FY 2023 (the “City budget”).

4. SCOPE

4.1. This Memorandum is not intended to convey any statements nor opinions on the advisability of entering into the provisions in the proposed contract, including but not limited to Work Rules, except for those components of the proposed contract that have or may have a fiscal impact on the City budget.

4.2. This fiscal impact analysis is based on the proposed contract as described below in Section 5 of this Memorandum. Should the proposal change prior to final approval, an updated CFO Memorandum on its fiscal impact would need to be issued.

5. STATEMENT

5.1. Conclusion: The proposed contract has no net negative impact on the City budget.
5.2. Background: The proposed contract’s financial provisions would impact the budget for the Fire Department, providing an immediate 4% market rate adjustment to all current bargaining unit members in FY 2020, and annual wage increases of 3% from FY 2020 through FY 2023.

5.3. Fiscal Impact: The proposed contract can be supported within the City budget through identified offsetting budget resources. The City budget only assumes a 3% annual wage increase in FY 2020 and 2% annual wage increases from FY 2021 through FY 2023, thus requiring the identification of recurring operational efficiencies. The Department will absorb the additional costs of the contract with historic underspending in their Building Rentals appropriation. The offset will not adversely impact program operations or services.

City of Detroit
EMSOA

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Notes:
1. Includes immediate salary range adjustments, resulting in new base salaries for all members
2. Overtime calculated utilizing historical actual data
3. Comprised of 5% for hybrid pension and 13% for other fringes
4. Operational savings will come from Building Rentals based on historic underspending