

Referrals  
6/25/19

**INTERNAL  
OPERATIONS  
STANDING  
COMMITTEE**



2

Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 1126  
Detroit, Michigan 48226

Phone 313•224•3400  
Fax 313•224•4128  
www.detroitmi.gov

June 12, 2019

The Honorable City Council  
City of Detroit  
Coleman A. Young Municipal Center  
2 Woodward Ave., Suite 1340  
Detroit, MI 48226

Re: Appointment to the Board of Ethics

Dear Honorable City Council Members:

It gives me great pleasure to present for your consideration Byron Osbern as our appointee to the Board of Ethics. His resume and a resolution are attached.

If you have any questions or concerns please contact Elisa Malile, Deputy Chief of Staff, at 313.628.2285 or by email at malilee@detroitmi.gov.

Sincerely,

Michael E. Duggan  
Mayor

Enclosures

cc: Alexis Wiley, Chief of Staff, Mayor's Office  
Elisa Malile, Deputy Chief of Staff, Mayor's Office  
Stephanie Washington, City Council Liaison, Mayor's Office

CITY CLERK 2019 JUN 17 10:05



**Mayor's Office**

Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 1126  
Detroit, Michigan 48226

Phone 313•224•3400  
Fax 313•224•4128  
www.detroitmi.gov

BY ALL COUNCIL MEMBERS

RESOLVED, that the joint appointment by His Honor the Mayor and the Honorable City Council, of the following individual to serve on the city of Detroit Board of Ethics for the corresponding term of office indicated be and the same is hereby approved.

**TERM**  
**MEMBER**

**TERM**  
**COMMENCES**

**EXPIRES**

Byron Osbern

Immediately

April 30, 2023

Adopted as follows:

Yeas: \_\_\_\_\_  
\_\_\_\_\_

Nays: \_\_\_\_\_  
\_\_\_\_\_

WAIVER OF RECONSIDERATION



**Mayor's Office**

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Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 1126  
Detroit, Michigan 48226

Phone 313•224•3400  
Fax 313•224•4128  
www.detroitmi.gov

June 12, 2019

Byron Osbern  
1526 Edison  
Detroit, MI 48206

Dear Byron Osbern:

It gives me great pleasure to appoint you to the Board of Ethics. Your term begins immediately and expires April 30, 2023.

Charity Dean, Group Executive of Civil Rights, Inclusion, & Opportunity, will contact you to provide meeting schedules and other pertinent board information.

Thank you in advance for serving the citizens of Detroit. I look forward to working with you.

Should you have any questions or need additional information, please contact Elisa Malile at (313) 628- 2285.

Sincerely,

Michael E. Duggan  
Mayor

Enclosures

cc: Alexis Wiley, Chief of Staff, Mayor's Office  
Elisa Malile, Deputy Chief of Staff, Mayor's Office  
Stephanie Washington, City Council Liaison, Mayor's Office

Byron Osbern

1526 Edison Detroit, Mi 48206

Overview: Byron Osbern is an electrical professional who currently serves in a leadership role for the International Brotherhood of Electrical Workers, Local 58 as a Business Agent. In this role, Bryon works closely with business, elected, civic and faith leaders through out the Detroit region. He is also a liaison to IBEW members on job sites throughout the City.

Work History:

Business Representative for IBEW Local 58

Responsible for contract negotiations and enforcement. Creating relationships to secure work for organized labor. Servicing needs of contractors, customers, and developers. Outreach and engagement in local communities. Apprentice recruitment.

Master Electrician

Construction of Little Ceasars Arena with Motor City Electric. Installing building electrical and fire alarm/life safety systems. City of Detroit Licensed.

DRCFA- Cobocenter

Lead electrician for SMG building maintenance at Cobo Center

Education:

Fairlane Christian Highschool graduate 1997

National Joint Apprentice Training Center completion 2011 with Journeyman Inside Wireman license

City of Detroit Electrical Masters License

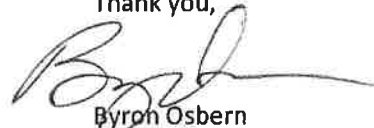
Other Community Engagement:

I am engaged with multiple community groups and social organizations around the city of Detroit. I am currently a block club president as well as precinct delegate for the Boston Edison neighborhood. I have been working with DPS middle and highschoools to implement practical work education and expose the building trades to our youth.

Greetings,

I want to express my interest in being appointed to the Detroit Board of Ethics. Given my responsibility to my family, community, and Local Union I have attempted to make decisions based off of how the outcome would better the group as a whole. I believe in our city and I chose to get engaged with the future of where we are going based on the hope that I can make it better for the children that will inherit this institution. I want to bring to the table a viewpoint of someone who has been given an opportunity and made the most of each chance presented. This opportunity would not have been afforded to me a few decades ago which shows that when the right people are in seats of influence, good things can happen. I want to be part of a cycle that not only sustains equality and ethical behavior but also takes proactive steps to rebuild and ensure the trust that our communities should have in the system that governs them. I would appreciate an appointment to this pivotal position.

Thank you,



Byron Osbern





CITY OF DETROIT  
LAW DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER  
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June 18, 2019

**HONORABLE CITY COUNCIL**

RE: Binns, Nicola v COD, Encompass Insurance Company, et al.  
Case No: 18-004515-NF  
File No: L18-00246(CBO)

On June 10, 2019 a case evaluation panel evaluated the above-captioned lawsuit and awarded **One Hundred Thousand Dollars and <sup>NO</sup>/Cents (\$100,000.00)** in favor of the plaintiff. The parties have until July 8, 2019, to either accept or reject the case evaluation. Failure to file a written acceptance or rejection within this period constitutes a rejection.

We, therefore, request Your Honorable Body to authorize acceptance of the case evaluation award; and, in the event Plaintiff accepts the award, to deem such acceptance as a settlement and to direct the Finance Director to issue a draft in that amount payable to Nicola Binns and her attorney, Christensen Law, to be delivered upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No. 18-004515-NF and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

Respectfully submitted,

  
Crystal Olmstead  
Senior Assistant Corporation Counsel

**APPROVED: JUN 18 2019**  
LAWRENCE GARCIA  
Corporation Counsel

BY:   
**James D. Nosedá**  
Supervising Assistant Corporation Counsel

Attachments

CITY CLERK 2019 JUN 19 PM 03:06



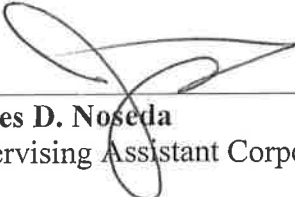
R E S O L U T I O N

**BY COUNCIL MEMBER \_\_\_\_\_:**

**RESOLVED**, that settlement of the above matter be and is hereby authorized in the amount of **One Hundred Thousand Dollars and <sup>NO</sup>/Cents (\$100,000.00)**; and be it further

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of Nicola Binns and **HER** attorney, Christensen Law, in the amount of **One Hundred Thousand Dollars and <sup>NO</sup>/Cents (\$100,000.00)** in full payment for any and all claims which Nicola Binns may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about March 28, 2016, and otherwise set forth in Case No.18-004515-NF, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No.18-004515-NF and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

**APPROVED:**  
LAWRENCE GARCIA  
Corporation Counsel

BY:   
\_\_\_\_\_ **James D. Noseda**  
Supervising Assistant Corporation Counsel

Approved by City Council: \_\_\_\_\_

Approved by the Mayor: \_\_\_\_\_



CITY OF DETROIT  
LAW DEPARTMENT

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June 7, 2019

**HONORABLE CITY COUNCIL**

**RE: Carl Armstrong v City of Detroit  
Civil Action Case No: 18-013425-CZ**

Representation by the Law Department of the City employees or officers listed below is hereby announced, and we concur with the recommendation of the Head of the Department and believe that the City Council should find and determine that the suit against the Defendant arises out of or involves the performance in good faith of the official duties of such Defendant. We further recommend that the City undertake to indemnify the Defendant if there is an adverse judgment. We therefore, recommend a "YES" vote on the attached resolution.

Copies of the relevant documents are submitted under separate cover.

Employee(s) or Officer(s) requesting representation:

**P.O. Hakeem Patterson      Badge No: 3639**

Respectfully submitted,

Douglas Baker, Chief of Criminal  
Enforcement and Quality of Life

APPROVED:

BY:   
LAWRENCE T. GARCIA  
CORPORATION COUNSEL

DB/sb

Attachments

CITY CLERK 2019 JUN 19 PM 01:56

**RESOLUTION**

By Council Member

:

**RESOLVED**, that the Law Department is hereby authorized under Section 13-11-1 et. seq. of the Municipal Code of the City of Detroit and in accordance with the foregoing communication to provide legal representation and indemnification to the following Employees or Officers in the lawsuit **Carl Armstrong v City of Detroit, Civil Case No. 18-013425-CZ.**

**P.O. Hakeem Patterson**

**Badge No: 3639**

APPROVED:

BY:



\_\_\_\_\_  
LAWRENCE T. GARCIA  
CORPORATION COUNSEL



CITY OF DETROIT  
LAW DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER  
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May 30, 2019

**HONORABLE CITY COUNCIL**

**RE: Kim Moseley vs City of Detroit  
Civil Action Case No: 19-002203-NI**

Representation by the Law Department of the City employees or officers listed below is hereby announced, and we concur with the recommendation of the Head of the Department and believe that the City Council should find and determine that the suit against the Defendant arises out of or involves the performance in good faith of the official duties of such Defendant. We further recommend that the City undertake to indemnify the Defendant if there is an adverse judgment. We, therefore, recommend a "YES" vote on the attached resolution. Copies of the relevant documents are submitted under separate cover.

Employee(s) or Officer(s) requesting representation:

**TEO Brian Baker**

Respectfully submitted,

Douglas Baker, Chief of Criminal  
Enforcement and Quality of Life

APPROVED:

BY:

  
\_\_\_\_\_  
LAWRENCE T. GARCIA  
CORPORATION COUNSEL

DB/sb

Attachments

## RESOLUTION

By Council Member \_\_\_\_\_ :

**RESOLVED**, that the Law Department is hereby authorized under Section 13-11-1 et. seq. of the Municipal Code of the City of Detroit and in accordance with the foregoing communication to provide legal representation and indemnification to the following Employees or Officers in the lawsuit **Kim Moseley vs City of Detroit, Civil Case No. 19-002203-NI**.

**TEO Brian Baker**

APPROVED:

BY: *Lawrence T. Garcia*  
LAWRENCE T. GARCIA  
CORPORATION COUNSEL



CITY OF DETROIT  
LAW DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER  
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DETROIT, MICHIGAN 48226-3437  
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June 16, 2019

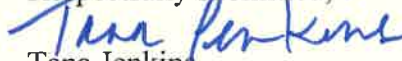
**HONORABLE CITY COUNCIL**

RE: Choice Physical Therapy, Inc. (Trenese Lee) v COD  
Case No: 18-164356  
File No: L18-00563(TJ)

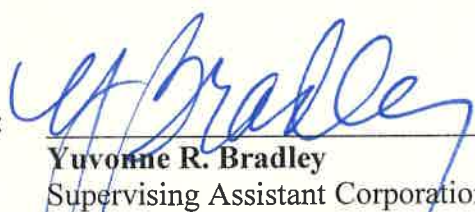
We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **Five Thousand Dollars and <sup>NO</sup>/Cents (\$5,000.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of **Five Thousand and <sup>NO</sup>/Cents (\$5,000.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to Choice Physical Therapy and **THEIR** attorney, Christina R. Abro, of the Sigal Law Firm, to be delivered upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No. 18-164356, approved by the Law Department.

Respectfully submitted,

  
Tana Jenkins  
ACC

**APPROVED: JUN 17 2019**  
LAWRENCE GARCIA  
Corporation Counsel

BY:   
**Yvonne R. Bradley**  
Supervising Assistant Corporation Counsel

Attachments

CITY CLERK 2019 JUN 19 PM 3:06

**R E S O L U T I O N**

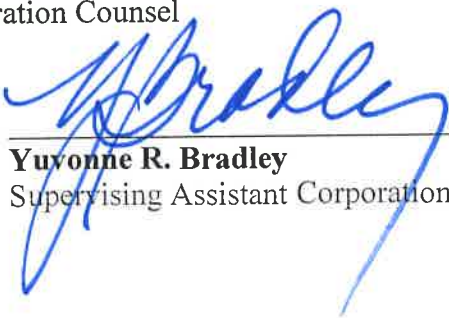
**BY COUNCIL MEMBER \_\_\_\_\_ :**

**RESOLVED**, that settlement of the above matter be and is hereby authorized in the amount of **Five Thousand Dollars and <sup>NO</sup>/Cents (\$5,000.00)**; and be it further

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of Choice Physical Therapy and **THEIR** attorney, Christina R. Abro, **of the Sigal Law Firm**, in the amount of **Five Thousand Dollars and <sup>NO</sup>/Cents (\$5,000.00)** in full payment for any and all claims which Choice Physical Therapy may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about 9/23/2016, and otherwise set forth in Case No.18-164356, that said amount be paid upon receipt of properly executed Releases, Stipulation and Order of Dismissal entered in Lawsuit No.18-164356 and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

**APPROVED:**  
LAWRENCE GARCIA  
Corporation Counsel

BY: \_\_\_\_\_



**Yvonne R. Bradley**  
Supervising Assistant Corporation Counsel

Approved by City Council: \_\_\_\_\_

Approved by the Mayor: \_\_\_\_\_



CITY OF DETROIT  
LAW DEPARTMENT

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June 18, 2019

**HONORABLE CITY COUNCIL**

**RE: Feyisitan Idowu, et al v City of Detroit  
Feyisitan Idowu v City of Detroit Fire Department**  
**CASE NO.: 17-014461-NF  
18-011942-NI**  
**FILE NO.: L17-00697 (PMC)  
L18-00611 (PMC)**

We have reviewed the above-captioned lawsuits, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of **FORTY-ONE THOUSAND DOLLARS and NO/Cents (\$41,000.00)** is in the best interest of the City of Detroit.

We, therefore, request authorization to settle these matters in the total amount of **FORTY-ONE THOUSAND DOLLARS and NO/Cents (\$41,000.00)** and that Your Honorable Body direct the Finance Director to issue a draft in that amount payable to **FEYISITAN IDOWU** and his attorney, **CANNER, CANNER & ROWADY, PC**, to be delivered upon receipt of properly executed Releases and Stipulations and Orders of Dismissal entered in Case No. 17-014461-NF and Case No. 18-011942-NI, and approved by the Law Department.

Respectfully submitted,

Patrick M. Cunningham  
Assistant Corporation Counsel

**APPROVED: JUN 18 2019**

LAWRENCE T. GARCIA  
Corporation Counsel

BY: \_\_\_\_\_

James D. Nosedo  
Supervising Assistant Corporation Counsel

CITY CLERK 2019 JUN 19 PM 01:56



**RESOLUTION**

**BY COUNCIL MEMBER \_\_\_\_\_ :**

**RESOLVED**, that settlement of the above matters be and hereby is authorized in the amount of **FORTY-ONE THOUSAND DOLLARS and NO/Cents (\$41,000.00)**; and be it further

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **FEYISITAN IDOWU** and his attorney, **CANNER, CANNER & ROWADY, PC**, in the amount of **FORTY-ONE THOUSAND DOLLARS and NO/CENTS (\$41,000.00)**, in full payment for any and all claims which **FEYISITAN IDOWU** may have against the City of Detroit and any other City of Detroit employees by reason of alleged injuries sustained on or about December 16, 2016, and otherwise set forth in Case No. 17-014461-NF or Case No. 18-011942-NI, that said amount be paid upon receipt of properly executed Releases, Stipulations and Orders of Dismissal entered in Case No. 17-014461-NF and Case No. 18-011942-NI and, where deemed necessary by the Law Department a properly executed Medicare/CMS Final Demand Letter.

**APPROVED:**  
LAWRENCE GARCIA  
Corporation Counsel

BY:

  
\_\_\_\_\_  
**James D. Nosedá**  
Supervising Assistant Corporation Counsel

Approved by City Council: \_\_\_\_\_

Approved by the Mayor: \_\_\_\_\_



CITY OF DETROIT  
LAW DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER  
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June 13, 2019

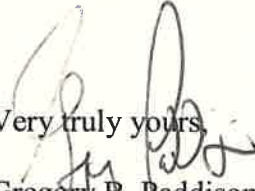
**HONORABLE CITY COUNCIL**

**RE: *Lonzell Latimer v City of Detroit, et al***  
**Case No. 3:18-cv-11654**  
**File No.: L18-00326 (GBP)**

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum attached hereto. From this review, it is our considered opinion that a settlement in the amount of **Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00)** is in the best interest of CITY OF DETROIT.

We, therefore, request authorization to settle this matter in the amount of **Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00)** and that you direct the Finance Director to issue a draft in that amount payable to **LONZELL LATIMER and CHRISTOPHER TRAINOR & ASSOCIATES**, his attorney, to be delivered upon receipt of an Order of Dismissal entered in Lawsuit No.: 3:18-cv-11654, approved by the Law Department.

Very truly yours,

  
Gregory B. Paddison

Assistant Corporation Counsel

APPROVED: JUN 18 2019

Lawrence Garcia  
Corporation Counsel

By:

  
Krystal A. Crittendon

Supervising Assistant Corporation Counsel

RESOLUTION

BY COUNCIL MEMBER: \_\_\_\_\_:

**RESOLVED**, that settlement of the above matter be and is hereby authorized in the amount of **Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00)**; and be it further

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of **LONZELL LATIMER** and his attorney, **CHRIS TRAINOR AND ASSOCIATES**, in the amount of **Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00)** in full payment for any and all claims which **LONZELL LATIMER** may have against Defendant, CITY OF DETROIT, by reason of the Constitutional Violations alleged to have occurred on or about **May 26, 2015**, and that said amount be paid upon receipt of properly executed Releases and Stipulation and Order of Dismissal entered in Lawsuit No.: 3:18-cv-11654, approved by the Law Department.

**APPROVED:**

LAWRENCE GARCIA  
Corporation Counsel

By:   
Krystal A. Crittendon  
Supervising Assistant Corporation Counsel



CITY OF DETROIT  
LAW DEPARTMENT

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June 12, 2019

HONORABLE CITY COUNCIL

RE: **CITY OF DETROIT v CHARLES CHASE**  
**CASE NO. 18-001887-CK**  
**FILE NO. L17-00757 (MA)**

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of Your Honorable Body. From this review, it is our considered opinion that a settlement in **favor** of the City of Detroit in the amount of **Forty Five Thousand Dollars and Zero Cents (\$45,000.00)** is in the best interest of the City of Detroit.

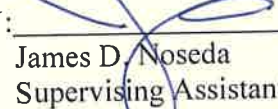
We, therefore, request authorization to settle this matter in the amount of **Forty Five Thousand Dollars and Zero Cents (\$45,000.00)** and that your Honorable Body direct the Finance Department **to accept payment** to the City of Detroit in the amount of **Forty Five Thousand Dollars and Zero Cents (\$45,000.00)** from Defendant Charles Chase in exchange for a properly executed settlement agreement, consent judgment, and dismissal entered in Lawsuit No. 18-001887-CK, and approved by the Law Department.

Respectfully submitted,

Michael L. Auten (P81884)  
Assistant Corporation Counsel

APPROVED: **JUN 12 2019**

LAWRENCE T. GARCIA  
Corporation Counsel

BY:   
James D. Noseda  
Supervising Assistant Corporation Counsel

CITY CLERK 2019 JUN 19 PM 03:59

**RESOLUTION**

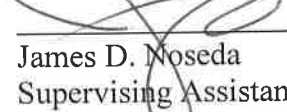
**BY COUNCIL MEMBER** \_\_\_\_\_:

**RESOLVED**, that settlement of the above matter be and is hereby authorized in the amount of **FORTY FIVE THOUSAND DOLLARS and ZERO CENTS (\$45,000.00)**; and be it further

**RESOLVED**, that the Finance Director be and is hereby authorized and directed to accept payment in the amount of Forty Five Thousand Dollars and Zero Cents (\$45,000.00) paid by **Charles Chase** to the City of Detroit in full payment of any and all claims which **Charles Chase** may have against the City of Detroit, and any City of Detroit employees by reason of an alleged breach of contract as otherwise set forth in **Case No. 18-001887-CK** filed in the 3<sup>rd</sup> Circuit Court, and that said amount be received in exchange for a properly executed settlement agreement, consent judgment, and dismissal entered in Case No. 18-001887-CK, and approved by the Law Department.

**APPROVED:**

LAWRENCE T. GARCIA  
Corporation Counsel

BY:  \_\_\_\_\_  
James D. Nosedo  
Supervising Assistant Corporation Counsel

Approved by City Council: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_



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



June 17, 2019

**HONORABLE CITY COUNCIL:**

**Re: Implementation of the 2019 – 2023 Labor Agreement between the City of Detroit and the employees represented by the Association of City of Detroit Supervisors**

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 Association of City of Detroit Supervisors.

The Master Agreement covers wages, hours and other basic conditions of employment from January 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 Association of City of Detroit Supervisors 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 Association of City of Detroit Supervisors 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 Association of City of Detroit Supervisors, be and is hereby approved and confirmed in accordance with the foregoing communication.

**2019 - 2023 LABOR AGREEMENT**  
**BETWEEN THE**  
**CITY OF DETROIT**  
**AND THE**  
**ASSOCIATION OF CITY OF DETROIT SUPERVISORS**  
***SUMMARY OF CHANGES***

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**Article 6                    Dues and Fee Check-Off**

- ◆ Deleted portions of Article 6 based on change in law.

**Article 8                    Grievance and Arbitration Procedures**

- ◆ Added language to introduce an expedited arbitration process.

**Article 12                  Seniority**

- ◆ Reduced the time considered as a not a break in service from a layoffs from four (4) years to three (3) years.

**Article 18                  Employee Input**

- ◆ Deleted article in its entirety. Article is no longer necessary post bankruptcy.

**Article 32                  Work Week, Work Day, Shift Premium**

- ◆ Added language to clarify that employees assigned to the Fire Apparatus garage work shifts outside of the traditional forty (40) hour work week schedule.

**Article 33                  Overtime**

- ◆ Clarified that vacations, compensatory time and holidays shall be counted as time worked for the purposes of computing overtime.

**Article 36                  Vacations**

- ◆ Removed the two - tier vacation schedule. All employees will be covered under the same vacation accrual schedule.

**Article 39                  Hospitalization**

- ◆ Removed language specifying number of days an employee must work to be eligible for health care.
- ◆ Added language specifying the City has the right to change or add insurance carriers.

**Article 39A                Retiree Medical Benefits**

- ◆ Deleted Article 39A in its entirety.



**2019 - 2023 LABOR AGREEMENT**  
**BETWEEN THE**  
**CITY OF DETROIT**  
**AND THE**  
**ASSOCIATION OF CITY OF DETROIT SUPERVISORS**  
***SUMMARY OF CHANGES***

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**Article 42            Wages**

- ◆ Bargaining unit employees will transition to Step code "R" upon approval of the agreement by City Council.
- ◆ Bargaining unit employees shall receive step progressions annually on July 1<sup>st</sup>.
- ◆ Bargaining unit employees at the maximum of the range shall receive a 2% wage increase annually on July 1<sup>st</sup>.
- ◆ Effective July 1, 2019, the range for Environmental Control Inspector (26-42-41) shall be adjusted to \$50,423 - \$55,500 and employees in the classification shall transition to the minimum salary, effective July 1, 2019.
- ◆ Upon approval by City Council, the minimum and maximum rates for Refuse Collection Foreman (61-81-21) shall be increase by four thousand one hundred and sixty dollars (\$4,160) per year, effective February 1, 2018 and employees in the classification shall have his/her salary adjusted by \$4,160 per year, effective February 1, 2018.
- ◆ Effective January 1, 2020, the minimum and maximum rates for the classification of Refuse Collection Foreman (61-21-43) shall be adjusted to equate with the classification of Street Maintenance Foreman (61-21-43); however, there shall be no adjustment for any employees in the classification.

**Article 47            Labor Management Restructuring Committee**

- ◆ Deleted this article in its entirety. Article no longer necessary post bankruptcy.

**Article 48            Modification and Duration**

- ◆ Contract expires 11:59 P.M., June 30, 2023

**.Letter of Understanding – Retiree Medical Benefits**

- ◆ Added letter detailing the terms of the retiree medical benefits; referred to as the VEBA



CITY OF DETROIT  
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LABOR RELATIONS DIVISION

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June 17, 2019

**HONORABLE CITY COUNCIL:**

**Re: Implementation of the 2019 – 2023 Labor Agreement between the City of Detroit and the employees represented by the U.A.W. Local 212 – Police Commission Investigators**

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 U.A.W. Local 212 – Police Commission Investigators.

The Master Agreement covers wages, hours and other basic conditions of employment from January 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 U.A.W. Local 212 – Police Commission Investigators 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 212 – Police Commission Investigators 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 U.A.W. Local 212 – Police Commission Investigators, be and is hereby approved and confirmed in accordance with the foregoing communication.

**2019 - 2023 LABOR AGREEMENT**  
**BETWEEN THE**  
**CITY OF DETROIT**  
**AND**  
**UAW LOCAL 212**  
**POLICE COMMISSION INVESTIGATORS**  
***SUMMARY OF CHANGES***

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**Article 6                    Dues and Fees Check-Off**

- ◆ Deleted language regarding December sign-up limitation and reference to yearly obligation to pay dues to be consistent with the change in law.

**Article 8                    Grievance Process**

- ◆ Added 4<sup>th</sup> Step Appeal to the Director of Labor Relations.

**Article 12                  Seniority**

- ◆ Where two or more persons have the same seniority date, the employee with the lowest last 4 of their SS# will be deemed as having the greater seniority.

**Article 14                  Reductions in Force, Lay Off, Demotion, and Recall**

- ◆ Order of removal of employees who are in the class on a permanent basis will be removed based on seniority. Evaluations shall be used as a tie breaker.
- ◆ If an employee held a previous certified position in the City, they can revert back to their previous position in accordance with current Civil Service Rule 10.

**Article 17                  Labor Management Committee**

- ◆ Renamed article and deleted Employee Input language.
- ◆ Labor Management Committee with Chief Investigator and Bargaining Unit members, chaired by Labor relations Director or designee and will meet once per month.

**Article 27                  Defense and Indemnification of Employees**

- ◆ Added language referencing Section 7.5-203 Civil Litigation in the Charter of the City of Detroit.

**Article 34                  Vacations**

- ◆ Deleted language signifying a two tier vacation schedule.
- ◆ Removed the "hired by" date restriction.

**Article 37                  Hospitalization**

- ◆ Deleted language referencing eligibility time frames and specific carrier language.
- ◆ Employees will refer to the City's Health Care Plan Booklet for health care options.
- ◆ Added language stating that the City has the right to change or add health insurance carriers.

**2019 - 2023 LABOR AGREEMENT**  
**BETWEEN THE**  
**CITY OF DETROIT**  
**AND**  
**UAW LOCAL 212**  
**POLICE COMMISSION INVESTIGATORS**  
***SUMMARY OF CHANGES***

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**Article 38            Retiree Medical Benefits**

- ◆ Deleted language referencing coalition member benefits and added VEBA language detailing the terms of the benefits.

**Article 41            Wages**

- ◆ Bargaining unit employees shall receive a 2% general increase annually on July 1<sup>st</sup>.
- ◆ Bargaining unit employees at the maximum of the range shall receive a 2% lump sum bonus in lieu of a base wage increase.
- ◆ If the city should offer a general increase higher than 2% to other non-union general city employees, the same increase will be extended to this union.
- ◆ The Investigator – Police Commission Classification (93-25-03) salary range is \$40,344.00 - \$60,306.00.

**Article 42            Clothing and Uniform Allowance**

- ◆ Deleted this article in its entirety.

**Article 46            Labor Management Restructuring Committee**

- ◆ Deleted this article in its entirety.

**Article 48            Modification and Duration**

- ◆ Contract expires 11:59 P.M., June 30, 2023.

**Restitution of Grievances**

- ◆ Added language allowing the International Union to reinstate a grievance improperly withdrawn upon written request and the grievance will be reinstated at the same level at which it was originally withdrawn but no more than two (2) years after it was originally withdrawn.
- ◆ The Company is not liable for back pay or other damages for the period between withdrawal and reinstatement.
- ◆ Either party can terminate this provision or its obligation upon thirty (30) days written notice.



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June 17, 2019

**HONORABLE CITY COUNCIL:**

**Re: Implementation of the 2019 – 2023 Labor Agreement between the City of Detroit and the employees represented by the U.A.W. Local 412, Unit 86 – Legal Assistants**

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 U.A.W. Local 412, Unit 86 – Legal Assistants.

The Master Agreement covers wages, hours and other basic conditions of employment from January 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 U.A.W. Local 412, Unit 86 – 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, Unit 86 – Legal Assistants 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 U.A.W. Local 412, Unit 86 – Legal Assistants, be and is hereby approved and confirmed in accordance with the foregoing communication.

**2019 - 2023 LABOR AGREEMENT**  
**BETWEEN THE**  
**CITY OF DETROIT**  
**AND**  
**UAW 412**  
**LEGAL ASSISTANTS**  
***SUMMARY OF CHANGES***

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**Article 7                    Dues and Fees Check-Off**

- ◆ Deleted language regarding December sign-up limitation and reference to yearly obligation to pay dues to be consistent with the change in law.

**Article 8                    Grievance and Arbitration Process**

- ◆ Added Expedited Arbitration Procedure

**Article 12                  Seniority**

- ◆ The reduction in force layoff time that is not a break in service is reduced from four (4) years to three (3) years.

**Article 38                  Vacations**

- ◆ Deleted language signifying a two tier vacation schedule.
- ◆ Removed the “hired by” date restriction.

**Article 41                  Hospitalization**

- ◆ Deleted language referencing eligibility time frames and specific carrier language.
- ◆ Employees will refer to the City’s Heath Care Plan Booklet for health care options.
- ◆ Added language stating that the City has the right to change or add health insurance carriers.

**Article 42                  Retiree Medical Benefits**

- ◆ Deleted language referencing coalition member benefits and added VEBA language detailing the terms of the benefits.

**Article 45                  Wages**

- ◆ Upon ratification, the Legal Assistant Classification (09-19-41) salary range shall be changed to \$45,612 - \$55,948.00.
- ◆ All bargaining unit employees will advance from their current salary to the minimum of the new salary range.
- ◆ Employees with a rate of “exceeds job expectations” or above will advance to \$46,489.
- ◆ The City will review the salary bands annually.
- ◆ Bargaining unit employees shall remain in Step Code D.
- ◆ Members shall receive adjustments based on annual performance reviews effective annually on August 1.



**2019 - 2023 LABOR AGREEMENT**  
**BETWEEN THE**  
**CITY OF DETROIT**  
**AND**  
**UAW 412**  
**LEGAL ASSISTANTS**  
***SUMMARY OF CHANGES***

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- ◆ Poor Performance/Unsatisfactory shall receive no increase and a Performance improvement Plan. Needs improvement shall receive a 1% increase. Meets job expectations shall receive a 2% increase. The Department can reward outstanding performers with higher merit increases.
- ◆ Bargaining unit employees who have reached the maximum of the range shall receive a cash lump sum equal to the applicable merit awarded in lieu of a base wage increase.

**Article 49            Performance Evaluations**

- ◆ Replaced Labor management Restructuring Committee article.
- ◆ Annual review from July 1<sup>st</sup> to June 30<sup>th</sup>.
- ◆ The Department shall have the direction to devise the evaluation document, the methods and process for evaluating employees.
- ◆ Performance Improvement Plans can be utilized. The plan is not discipline and is not grievable or arbitrable. Not to extend more than 90 days. Progressive discipline applies.

**Article 48            Modification and Duration**

- ◆ Contract expires 11:59 P.M., June 30, 2023

**Restitution of Grievances**

- ◆ Added language allowing the International Union to reinstate a grievance improperly withdrawn upon written request and the grievance will be reinstated at the same level at which it was originally withdrawn but no more than two (2) years after it was originally withdrawn.
- ◆ The Company is not liable for back pay or other damages for the period between withdrawal and reinstatement.
- ◆ Either party can terminate this provision or its obligation upon thirty (30) days written notice.