

**INTERNAL
OPERATIONS
STANDING
COMMITTEE**

Referred

11-19-19

Thomas J. ...



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF CONTRACTING & PROCUREMENT

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1008
Detroit, MI 48226
Phone: (313) 224.4600
Fax: (313) 628.1160

November 13, 2019

TO: HONORABLE CITY COUNCIL

Re: Contracts and Purchase Orders Scheduled to be considered at the Formal Session for October 1, 2019

Please be advised that the Contract listed was submitted on September 25, 2019 for the City Council Agenda for October 1, 2019 has been amended as follows:

1. The **Purchase Order Number** was Submitted Incorrectly by the Office of Contracting and Procurement. Please see the correction(s) below:

Submitted as:

Page 1

ELECTIONS

3037321 100% City Funding – To Provide a One Time Purchase for 724 HP Pro Book 455 Laptop Computers. – Contractor: Sehi Computer Products, Inc. – Location: 2930 Bond Street, Rochester Hills, MI 48309 – Contract Period: Upon City Council Approval through September 30, 2021 – Total Contract Amount: \$312,311.88.

Should read as:

Page 1

ELECTIONS

3038802 100% City Funding – To Provide a One Time Purchase for 724 HP Pro Book 455 Laptop Computers. – Contractor: Sehi Computer Products, Inc. – Location: 2930 Bond Street, Rochester Hills, MI 48309 – Contract Period: Upon City Council Approval through September 30, 2021 – Total Contract Amount: \$312,311.88.

Respectfully Submitted,

Boysie Jackson
Boysie Jackson
Chief Procurement Officer
BJ/AV

RESOLVED, that Contract #3038802 referred to in the foregoing communication dated September 25, 2019 be hereby and is approved.

BY COUNCIL MEMBER: _____



CITY OF DETROIT
LAW DEPARTMENT

3

COLMAN A. YOUNG MUNICIPAL CENTER
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DETROIT, MICHIGAN 48226-3535
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November 6, 2019

HONORABLE CITY COUNCIL

RE: Mary Rowan v City of Detroit, et al.
Civil Action Case No: 18-014931 NO

Representation by the Law Department of the City employee listed below is hereby recommended, as we do not 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 requesting representation:

P.O. Stacey Taylor
Badge No: 3728

Respectfully submitted
Douglas Baker
Douglas Baker, Chief of Criminal
Enforcement and Quality of Life

APPROVED:

BY: *Lawrence T. Garcia*
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 employee in the lawsuit *Mary Rowan v City of Detroit et al*, Civil Case No. 18-014931 NO.

P.O. Stacey Taylor Badge No: 3728

APPROVED:

BY:

Lawrence T. Garcia

LAWRENCE T. GARCIA
CORPORATION COUNSEL



CITY OF DETROIT
LAW DEPARTMENT



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November 5, 2019

HONORABLE CITY COUNCIL

RE: Mary Rowan v City of Detroit
Civil Action Case No: 18-014931 NO

Representation by the Law Department of the City employee listed below is hereby **not recommended**, as we concur with the recommendation of the Head of the Department and believe that the City Council should not 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. Further, we do not recommend that the City undertake to indemnify the Defendant if there is an adverse judgment. We, therefore, recommend a "NO" vote on the attached resolution.

Employee requesting representation:

Corporal Dewayne Jones
Badge No: 777

Respectfully submitted,
Douglas Baker
Douglas Baker, Chief of Criminal
Enforcement and Quality of Life

APPROVED:

BY: *Lawrence T. Garcia*
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 employee in

the lawsuit *Mary Rowan v City of Detroit, Civil Case No. 18-014931 NO*

Corporal Dewayne Jones Badge No: 777

APPROVED:

BY:

Lawrence T. Garcia

LAWRENCE T. GARCIA
CORPORATION COUNSEL

The Law Department has submitted privileged and confidential correspondence, dated November 7, 2019, regarding the above-referenced matter.

Re: Emergency Procurement of Legal Services – City Ordinance 18-5-21 – Lewis & Munday, P.C.

From: Law Department

To: Honorable City Council

Date: November 8, 2019

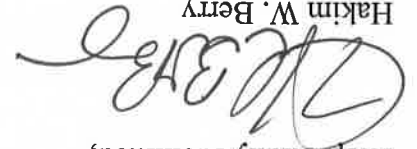


CITY OF DETROIT
LAW DEPARTMENT



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Hakim W. Berry
Chief Operating Officer



Respectfully submitted,

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

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.
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 Service Employees International Union, Local 517M, (Supervisory Unit).

Re: Implementation of the 2019 - 2023 Labor Agreement between the City of Detroit and the employees Represented by Service Employees International Union, Local 517M, (Supervisory Unit)

HONORABLE CITY COUNCIL:

October 30, 2019



CITY OF DETROIT
HUMAN RESOURCES DEPARTMENT
LABOR RELATIONS DIVISION

②



By Council Member _____:

WHEREAS, the City of Detroit and the Service Employees International Union, Local 517M, (Supervisory Unit) 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 Service Employees International Union, Local 517M, (Supervisory Unit) 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 Service Employees International Union, Local 517M, (Supervisory Unit), be and is hereby approved and confirmed in accordance with the foregoing communication.

SEIU 517 M SUPERVISORY UNIT

SUMMARY OF CHANGES

2019-2023

Article 6. Dues and Fees Check Off

A.1. reference to dates when an employee may revoke dues **DELETED** to conform to the U.S. Supreme Court ruling in Janus v AFSCME

C. **DELETED** to conform to U. S. Supreme Court ruling Janus v AFSCME

Article 8. Grievance and Arbitration Procedure

B. **DELETED** language referencing Coalition of Unions which no longer exists

P. **NEW Expedited Arbitration** provides for a fast track system to discharge grievances.

Article 12. Seniority

B. **New Classification Seniority** allows seniority in classification and not overall City Seniority to be used for selection of shifts, work locate, vacation, transfer and promotion. City Seniority will still be used for Reduction in Force in conformity with the Civil Service Rules.

City to provide seniority list and union to certify.

C.4. Lay off period **changed** from four (4) years to three (3) years to conform with changes to the Civil Service Reduction in Force Rules.

I. **DELETED** language obsolete

Article 18. Employee Input

DELETED language referencing monthly meetings with the City's C.O.O, Purchasing Office and Labor Relations **NEW** language commits to providing forum for employee input and allows union to request meeting to discuss efficiencies, cost savings and operation changes

Article 32. Work Week, Work Day, Shift Premium

B. 1. **NEW** Language clarifying that work week is forty (40) hours. **DELETED** reference to 35 hour work week

E. Language clarifying that employees are paid bi-weekly and the use of direct deposit and debit cards

Article 33. Overtime

C.1. **DELETED** language referencing daily overtime.

Z. **NEW** language clarifying that vacation and holiday counted towards overtime.

Article 34. Holidays and Excused Time Off

A. ~~DELETED~~ language referencing swing holidays.

Article 36. Vacations

~~DELETED~~ Two-tiered Vacation Schedule; all employees earn vacation regardless of hire date.

Article 38. Jury duty

Language deleted and added to clarify that Jury Duty counted towards overtime.

Article 39. Hospitalization, Medical, Dental, Optical

A. Language deleted and added to clarify plan participation of F.T. employees.

Language added that City has sole discretion to change insurance carriers.

B. 1. ~~DELETED~~

2. ~~DELETED~~

C. Language clarifying where medical plans can be found.

Language deleting use of grievance procedure.

D. Clarifying language as to what constitutes breach for City.

E. ~~DELETED~~ reference to Coalition.

Language added City has sole discretion to add plans; city will meet with unions to discuss changes.

F. ~~DELETED~~ reference to Coalition.

G. ~~DELETED~~ reference to Coalition.

Article 39A. Retiree Medical Benefits ----DELETED

Article 42. Wages and Increases

A. Bargaining Unit members shall receive a 2% general wage increase annually on July 1st;

The wage range for this bargaining unit will increase by 2 percent each year during the term of this agreement; however it is understood that members will not receive any additional compensation as a result of the widening of the range.

B. ~~DELETED~~ Lump Sum payments.

C. ~~DELETED~~ Longevity.

D. ~~DELETED~~ Step Increases.

- Retiree Health Benefits

Letter of Understanding

- Tuition Refund
- Uniforms

Memorandum of Understanding

~~DELETED~~ reference to the Emergency Manager, Michigan State Treasurer and Bankruptcy court.

Request to modify 90 days prior to the expiration of the contract.

Contract expires June 30, 2023.

Article 48. Modification and Duration

~~DELETED~~ Article 47. Labor Management Restructuring Committee

B. Language modified from every two (2) years to (1) yearly.

A. Language modified from every two (2) years to (1) yearly.

Article 43. Clothing and Uniform Allowance



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER

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CFO MEMORANDUM
NO. 2019-101-021

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 SEIU Local 517-M Supervisory Unit
DATE: October 30, 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 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 SEIU Local 517-M Supervisory Unit (the "SEIU").
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 all the General Services Department, providing annual wage increases of 2% for all bargaining unit members from FY 2020 through FY 2023.

5.3. Fiscal Impact: The proposed wage increases are budgeted, so there is no incremental cost. Thus, the proposed contract changes would not require the identification of offsetting budget resources, and there is no net negative impact on the City budget.

**City of Detroit
SEIU Local 517-M Supervisory Unit
General Fund**

	<i>\$ in thousands</i>			
	2020	2021	2022	2023
Current wages				
Budgeted annual wages	\$ 201	\$ 205	\$ 209	\$ 213
Budgeted annual wage increase	2.0%	2.0%	2.0%	2.0%
Budgeted FTE	6	6	6	6
Proposed annual wages	\$ 201	\$ 205	\$ 209	\$ 213
Proposed annual wage increase	2.0%	2.0%	2.0%	2.0%
Incremental wages	\$ -	\$ -	\$ -	\$ -
Incremental overtime ¹	-	-	-	-
Incremental other fringes ²	-	-	-	-
Total incremental cost of wage increase	\$ -	\$ -	\$ -	\$ -
Net impact on Four-Year Financial Plan	\$ -	\$ -	\$ -	\$ -

Notes:

- 1. Overtime calculated utilizing historical actual data
- 2. Comprised of 5% for hybrid pension and 13% for other fringes