

**LETTER OF UNDERSTANDING
BETWEEN
CITY OF WESTLAND
AND
WESTLAND PROFESSIONAL FIRE FIGHTERS UNION,
IAFF Local 1279**

The City of Westland and the Westland Professional Fire Fighters Union, IAFF Local 1279, (WPFPU) hereby agree as follows;

New hire benefit changes

Pay

a. Expand current pay scales from 5 years to 7 years for employees starting after 01/01/2010. New hire pay shall not be reduced by more than 20% of current 6 month rate.

b. Eliminate longevity pay for employees hired after 01/01/2010.

Medical

a. For employees hired after 01/01/2010, and their eligible dependents the health care plan shall be a PPO 2 plan provided by Blue Cross Blue Shield and shall be funded by the employer. (City of Westland)

b. This health care coverage will be their active duty and retirement medical benefit.

c. New hires shall receive the same optical, dental and prescription drug benefits as current employees.

d. The city further agrees that if presented by the unions with an alternative health care plan that has an equal to or greater benefit than the PPO 2 for the employee but with a savings to the employer, the employer shall offer that plan to employees upon an employees request during the yearly enrollment period. In the event the cost of the alternative health care plan is greater than the cost of the PPO2 plan, the City shall have the right to reinstate the PPO2 plan instead of the alternative plan, upon 5 calendar days' written notice to the Union.

e. The unions have until the end of the enrollment period for the year of 2011 to present any alternative health care plan.

Pension

a. Employees hired after 01/01/2010 will receive a defined benefit pension calculated from base pay and overtime only using a 2.8 multiplier. This concession results in eliminating the following from current AFC benefit.

Longevity

Holiday Pay

Uniform Allowance

Weapons Qualification P.D. / Food Allowance F.D

Pay for unused sick time

Pay for unused Vacation time

Pay for senior Patrolman qualification-Knowledge Pay & ALS assignment pay.

b. The 2.8 multiplier will cease at 30 yrs of service. Each year after that will be calculated at 1%.

Raises:

a. Forego the **base salary raise** of 2% scheduled for July 1, 2010.

b. Forego the **base salary raise** of 3% scheduled for July 1, 2011.

c. Add contract extensions of two years to current contracts.

Contract extensions will include a 2% raise on July 1, 2012 and a 3% raise on July 1, 2013.

d. All other wages, benefits and articles provided in current contracts will remain in effect until June 30, 2014 for WPFU.

Positions:

Fire Department

a. Eliminate Assistant Chief EMS Coordinator position (training responsibilities and scheduling duties transferred to Assistant Chief of Education and Training Division and Administrative responsibilities and duties transferred to Deputy Chief) for the duration of the contract. Refilling of this position shall be discussed with the Chief at the end of this agreement.

b. Eliminate one Captain in Fire Prevention Division indefinitely.

Generic time:

1. The City of Westland ("City" hereafter) desires to offer employees the option of buying years of generic time to obtain the required years of credited service and to provide for a retirement opportunity for employees under the terms and conditions below.

2. The Westland Professional Fire Fighters Union, IAFF Local 1279, WPFPU ("Union" hereafter) and the City have agreed to the terms and conditions to purchase years of generic time by eligible members of the bargaining unit.

3. The City and the Unions agree that any bargaining unit member may purchase up to 5 years at 5% per year purchased of the **employee's base salary** not to exceed 30 years for the initial period of 30 days, and not more than 27.5 years for the rest of the employees after that and shall be eligible to retire with the following terms and conditions:

a. Employees shall purchase generic years of service using monies from employee's sick and vacation payout without effect on the employees final AFC. (i.e. post AFC and pre tax). As a result the amount of money used from the accrued sick and vacation payout, to fund the generic purchase of years, shall be included in the calculation of the AFC.

b. Any employee that has over 20 years of service, and who does not exceed 22.5 years of service, during this agreement shall be eligible for this program. The employees who currently have over 22.5 years or more of service at the time of this agreement is signed, between the City and the Unions, still have the opportunity to purchase up to 5 years of time during the initial opener of this program and **at that time only** for a total not to exceed thirty years. After the initial 30 day window closes, the current employees who have over 22.5 years of service shall no longer be eligible to take part in this program.

c. Any employee, who is eligible, that wishes to purchase up to 5 years, without exceeding 30 years, shall take the necessary steps to retire under this plan between April 5, 2010 and May 5, 2010. After May 5, 2010, any employee who has more than 22.5 years of service at the time of this agreement being signed, and who does not participate during the 30 day window, will not be eligible to participate in this program.

d. After this initial period for the 30 day window, any employee who comes to their 22.5 year anniversary, and who does not leave by said day, shall not be eligible to participate in this program.

e. No employee shall be able to retire with more than 27.5 years towards their retirement, by any combination of time, under this plan, with the exception of the initial group.

- f. The payout of the employee's banks will be paid in two equal payments in accordance with the following schedule.
1. If the employee's retirement date is between July 1 and December 31 they shall receive their first payment at the time of retirement and the second payment the following year on the anniversary of their retirement.
 2. If the employee's retirement date is between January 1 and June 30 they shall receive their first payment by July 31 of the year they retired and the second payment by July 31 the following year.
- g. If an employee has purchased prior police, fire and or military time and purchases time under this program, the combined number shall not exceed six years.
- h. Current employees who purchase generic time or have purchased past police, fire and or military time and are eligible to retire with a full service pension will receive 100% employer paid medical retirement benefits, including spouse and other dependent coverage, as a 25 year employee including those hired after July 01, 1994. The retiree, spouse and dependant medical benefits shall be identical to those benefits in effect for the employee at the time of retirement, as specified in the CBA in effect at the time of the employee's retirement.
- i. It is agreed that all bargaining unit members who are eligible will be able to participate in this generic time purchase program until the expiration of their respective bargaining unit's contract, (WPFPU June 30, 2014) unless mutually agreed upon by The City and The Unions to extend the program.
- j. Funds used from an employee's banks to purchase generic time shall not be eligible for annuity withdrawal from the retirement system by any employee participating in this program.
- k. The employee must sign a form acceptable to the City and Union releasing the City and Union and their officials from all legal claims arising due to entering into this Letter of Understanding (**excluding workers' compensation**) through the date of signing the agreement, including claims of violation of the Age Discrimination in Employment Act of 1967, as amended.

Benefit reduction for current employees

- a. Current employees will no longer receive Longevity compensation after 2010.
- b. A current employee upon retirement, shall have included in the calculation of AFC the amount of longevity the employee would have received on the last three years of employment if longevity payments would have been continued in accordance with the

amounts specified in the CBA in effect at the time of execution of this Letter of Understanding.

Staffing levels

The City agrees not to reduce (by layoff, termination, retirement or demotion) manpower levels below the listed staffing levels at the Fire Department for the duration of this agreement and the extension period of the CBA as provided for in this agreement, as follows:

Fire 62 personnel from 07/01/10 thru 06/30/2011
56 personnel after 07/01/2012.
(Current budget is 76 personnel)

If staffing levels fall below the agreed upon numbers The City and The Union shall meet to negotiate an agreement to restore the staffing levels.

Continuation of benefits for current employees

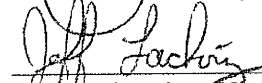
It is agreed to by both the Employer and the Union that there shall be no changes in the pension system, pension formula, or pension requirements for employees hired prior to July 1, 2010, for a minimum period of ten (10) years beginning July 1, 2010, unless mutually agreed upon by both parties.

Date: March 24, 2010

For the Union:



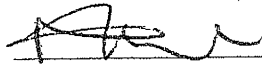
Edward J. Hosmer, President



Jeff Lachowicz, Vice-President

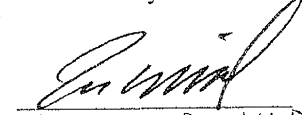


Kenneth Grabowski, Secretary




Mitch Tokarski, Treasurer

For the City:



WILLIAM R. WILD, MAYOR



EILEEN DEHART, CITY CLERK



New Hire Wage Scale

Wages

	7/1/2010 0%	7/1/2011 0%	7/1/2012 2%	7/1/2013 3%
FF Start	36,008	36,008	36,728	37,830
FF 6 Months	37,723	37,723	38,477	39,632
FF 1 Year	39,438	39,438	40,227	41,434
FF 2 Year	42,868	42,868	43,725	45,037
FF 3 Year	46,298	46,298	47,224	48,641
FF 4 Year	49,728	49,728	50,723	52,244
FF 5 Year	53,158	53,158	54,221	55,848
FF 6 Year	56,588	56,588	57,720	59,451
FF 7 Year	60,015	60,015	61,215	63,051