

# AGREEMENT BETWEEN THE TOWN OF NEW HARTFORD

AND

## THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

### LOCAL RI-231

#### PREAMBLE

This Agreement entered into by and between the Town of New Hartford, State of Connecticut referred to as the Town, and the National Association of Municipal Employees, Local R1-231, hereinafter referred to as the Union, has as its purpose the establishment of rates of pay, hours of work, and other conditions of employment as provided for by the General Statutes of the State of Connecticut.

#### *Mission Statement:*

WHEREAS, the Town of New Hartford and the Union recognize the importance of sustaining a high level of morale among the Town Hall employees and maintaining harmonious relationships between the Town and the Town Hall employees to provide full service to the Town and to the improvement of quality of said service and assuring necessary, usual and beneficial communications between the Town and Town Hall employees.

NOW THEREFORE, in consideration of these premises and other good consideration, the Town and the Union enter into this Agreement.

#### ARTICLE 1 - RECOGNITION

##### **SECTION 1**

The Town hereby recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours and other conditions of employment for all full and part time New Hartford Town Hall employees meeting the requirements of the Municipal Employee Relations Act excluding the Administrative Assistant to the First Selectman and the Road Foreman and any other supervisory employees as defined by the Act.

##### **SECTION 2**

All rights, powers, authority and prerogatives of the Town Hall continue to remain exclusively vested in the Town unless specifically limited by the express provisions of this agreement.

## **ARTICLE 2 - UNION SECURITY DUES DEDUCTION**

### **SECTION 1**

The Town shall deduct, bi-weekly, union dues and assessments from the earned wages of each employee in such amount as determined by the Union agency not more than the amount of dues payable by Union members, provided that no such deduction shall be made from any employee's wage except when authorized by him on an appropriate form, a signed copy of which must be filed with the Town accounting office. Such authorization shall be for the life of the Contract and shall be continued hereafter as long as a Contract exists between the Town and the Union.

### **SECTION 2**

It shall be a condition of employment that all employees of the Town covered by this Agreement who are members of the Union in good standing on the effective date of this agreement shall remain members in good standing of the Union during the term of the agreement. It shall be a condition of employment that all employees covered by this agreement who are not members of the Union on the effective date of this agreement shall, on the thirtieth (30) day following the effective date of this agreement become and remain members in good standing in the Union or pay to the Union an agency fee not more than the amount of dues payable by the Union members during the term of the agreement. It also shall be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall on the thirtieth (30) day following the beginning of such employment become and remain members in good standing in the Union, or pay to the Union an agency fee not more than the amount of the dues payable by Union members during the terms of the agreement, and allowed by law.

### **SECTION 3**

The Union agrees to indemnify, defend and hold the Town harmless against all liability fees and costs which may arise by reason of any action taken by the Town in compliance with the provisions of this section.

## **ARTICLE 3 - EMPLOYEE RULES AND REGULATIONS**

### **SECTION 1**

Employees have and shall be protected in the exercise of right, without fear of penalty or reprisal, to join and participate in the Union. The freedom of employees to participate in the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative.

## **SECTION 2**

The Union bargaining committee shall consist of no more than three (3) members who, if scheduled to work a tour of duty during collective bargaining negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings between the Town, its agents or representatives, and the Union for the purpose of negotiating the terms of the contract or any supplements thereto including mediation, fact-finding and binding arbitration.

## **SECTION 3**

One Union officer or representative, and the grievant, shall be granted leave of absence without loss of pay or benefits for necessary time required to process grievances and to participate in any grievance step as described in this contract or in any arbitration procedures consequent thereto.

## **SECTION 4**

The Union shall keep the Town informed of any changes in the roster of officer of representatives or steward representing bargaining unit employees.

# **ARTICLE 4 - SENIORITY**

## **SECTION 1**

- A. An employee's seniority shall be broken and he shall forfeit all rights and benefits under this agreement if he (1) voluntarily resigns and quits; (2) is discharged for just cause; (3) takes a leave of absence for the purpose of working at another occupation; or (4) takes a leave of absence for more than (90) days, unless the leave is for involuntary military service or educational programs or sickness as approved by the Town.
- B. No employee shall attain seniority rights under this agreement until he has been continuously employed by the Town as an employee for a period of sixty (60) days. However, he/she shall be entitled to all other benefits of this agreement. During such period, the employee shall be on probation and may be discharged by the Town for any reason whatsoever. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this agreement. Upon completion of an employee's probation period, his seniority shall date back to the date of his original employment with the town.
- C. Any employee's seniority shall not be lost because of absence due to illness, authorized leave, vacation or military service.
- D. Any employee who has been laid off shall be placed on a recall list for a period not to exceed twelve (12) months. During such period any such employee shall be reinstated to any vacancy in the bargaining unit with his or her classification for which he or she is qualified. Such reinstatement shall be in inverse order of layoff within any classification.

- E. When new jobs are created within the bargaining unit, or vacancies exist within the bargaining unit, the Town shall post the position for one (1) week and any employee within the bargaining unit who is interested will have the opportunity to apply for said opening provided he is qualified.
- F. When a vacancy exists within the bargaining unit, or a new position is created within the bargaining unit, employees will be considered on the basis of their skill, ability, and seniority. Where the Town determines qualifications to be substantially equal, the employee with the greatest seniority will be given the position, provided he\she is qualified.
- G. In the event of any reduction in the number of employees, or the number of hours, layoffs shall be in inverse order of hiring and recall shall be by seniority, in any particular job classification.
- H. Employees will be given three (3) weeks notice of any layoff or three (3) weeks pay in lieu of notice. The Union will be informed of the layoff at the same time that the employee is notified.

## **ARTICLE 5 - NO STRIKE**

### **SECTION 1**

No employee covered by the terms of this agreement shall engage in any strike, slowdown activity or any other form of job action against the Town, or any of its officials, departments or agencies.

## **ARTICLE 6 - HOURS OF WORK**

### **SECTION 1**

The regular workweek shall consist of thirty-five (35) hours. The Land Use Administrator's workweek will consist of thirty-five (35) hours plus attendance at Planning and Zoning, Inland Wetlands, Zoning Board of Appeals and such other meetings as approved by the First Selectman. Except as provided in Section 2 below, the scheduled hours of operation of Town Hall are as follows:

Monday, Tuesday, Wednesday and Thursday - 8:00 a.m. to 4:00 p.m.  
(with thirty minute unpaid lunch)

Friday – 8:00 a.m. to 1:00 p.m.

The Town shall not change the scheduled workweek without first consulting with the Union. The Town and the Union agree that Shared Service Agreements (SSA) allowing a Town Employee to work remotely in another municipality require mutual approval (between the Town and Union) and will be handled on a case by case basis. Individual

agreements will be evaluated regularly and can be terminated at any time without threat of discipline.

**SECTION 2**

It is understood that offices that deal with the public will remain open during regular Town Hall operating hours, including during lunch when possible. Employee schedules may be staggered to assure that the office is properly manned. The Town and the Union agree that flex time may be utilized by employees per prior approval of the First Selectman, provided the total hours worked per week does not vary from the normal scheduled total hours per week. Any employee required to work at a night meeting shall receive an additional one-half (1/2) hour compensation for travel.

**ARTICLE 7 - COMPTIME**

**SECTION 1**

The First Selectman shall approve all requests, in advance, for use of Compensatory Time (also known as comptime and/or overtime). Requests for the use of compensatory time will not be unreasonably denied. An employee who agrees to work over 40 hours in one week, not to include sick, vacation or personal time, may take compensatory time in lieu of payment for hours worked beyond 40 hours. Compensatory time will be calculated at 1 ½ compensatory hours for each hour worked beyond 40 hours.

**ARTICLE 8 - HOLIDAYS AND PERSONAL DAYS**

**SECTION I**

Effective July 1, 2017, the following days shall be observed as paid holidays:

New Year's Day	Memorial Day	Veterans Day
President's Day	Independence Day	Thanksgiving Day
Day after Thanksgiving	Labor Day	Good Friday
Martin Luther King Day	Columbus Day	Christmas Day
		Discretionary Day

- A. Holidays falling on a Saturday will be observed on Friday. Holidays falling on Sunday will be observed on Monday.
- B. If a holiday occurs while an employee is on vacation or sick leave, said day shall be charged as a holiday and not as a vacation day or sick day.

## **ARTICLE 9 - FUNERAL LEAVE**

### **SECTION 1**

If any member of the immediate family of a Town employee dies, said employee shall upon request, be granted four (4) days leave without loss of pay or benefits. An additional two (2) days leave may be granted, upon request, by the First Selectman. Immediate family is hereby defined as husband, wife, father, mother, son or daughter, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law or son-in-law.

### **SECTION 2**

The First Selectman may grant an employee two (2) days without loss of pay or benefits for the death of a close friend or relative.

### **SECTION 3**

Funeral leave shall be taken within a period of time associated with the funeral but shall include the day of burial.

### **SECTION 4**

In the event of a death of a present Town employee or an employee who has been closely associated with certain departments or other town officials, time off, without loss of pay, to attend the funeral may be granted by the First Selectman. In such cases, an employee desiring to attend such a funeral must first contact his/her supervisor directly to obtain his/her approval.

## **ARTICLE 10 - JURY LEAVE**

### **SECTION 1**

Any employee called to jury duty shall be paid the difference between the employee's regular base rate of pay and the fee received for servicing as juror. The employee shall furnish the Town with a notice to serve and evidence of attendance.

## **ARTICLE 11 - VACATION TIME**

### **SECTION 1**

Effective July 1, 1994, revised July 1, 2011 all employees shall be entitled to vacation with pay in accordance with the following:

<u>Upon completion of:</u>	<u>Amount of Vacation</u>
Six (6) months of service	Seven (7) hours,
One (1) year of service	Seventy (70) hours,
Five (5) years of service	One hundred five (105) hours,
Ten (10) years of service	One hundred twelve (112) hours,
Eleven (11) years of service	One hundred nineteen (119) hours,
Twelve (12) years of service	One hundred twenty-six (126) hours,
Thirteen (13) years of service	One hundred thirty-three (133) hours,
Fourteen (14) years of service	One hundred forty (140) hours.

Note: Two hour minimum deduction per occurrence, regardless if less time is taken. Any time taken beyond the initial two hours must be in one hour increments.

**SECTION 2**

The vacation period shall be the fiscal year and all vacation earned shall be taken within such fiscal year except that thirty-five (35) vacation hours may be carried over from one year to the next.

**SECTION 3**

All vacation requests must be submitted to the immediate supervisor, on forms provided by the Town, and approved by the First Selectman. If it becomes necessary, vacation approval may be decided based on seniority.

**SECTION 4**

Employees shall request a full week's vacation (35 hours) at least three (3) weeks prior to such time, however less than thirty-five (35) hours vacation days may be requested forty-eight (48) hours prior to use.

**SECTION 5**

If an employee dies while in the employ of the Town or if he or she is laid off, the Town shall pay the employee, or his or her beneficiary, any unused vacation days.

**SECTION 6**

If an employee is sick while on vacation leave and provided a request is supported by a medical certificate, such sick time shall be charged against sick leave.

**SECTION 7**

If an employee requests and is granted funeral leave in accordance with ARTICLE 9 while on vacation leave, such funeral time shall be charged against funeral time upon proper documentation and proof.

## **ARTICLE 12 - SICK LEAVE**

### **SECTION 1**

Sick leave shall be considered to be absence from duty with pay for the following reasons: illness or injury of the employee or to care for a dependant person.

### **SECTION 2**

Sick leave shall accrue at the rate of one and one-quarter (1 1/4) working days for each completed month of continuous full time service (15 days per year). Unused sick leave may accumulate to a maximum of one hundred twenty (120) working days and shall begin to re-accrue to one hundred twenty (120) working days in the month any of such total accumulated leave is taken by an employee. The accumulation shall not exceed the total of one hundred twenty (120) working days.

- a. For new employees hired after ratification of the July 01, 2017 – June 30, 2020, collective bargaining agreement, sick leave shall accrue at the rate of one (1) working day for each completed month of continuous full time service (12 days per year). Unused sick leave may accumulate to a maximum of one hundred twenty (120) working days and shall begin to re-accrue to one hundred twenty (120) working days in the month any of such total accumulation leave is taken by an employee. The accumulation shall not exceed the total of one hundred twenty (120) working days.
- b. The number of hours of accrued time (sick and vacation) used during each pay period shall be recorded on the employee's wage stub along with the total number of accrued time (sick and vacation) hours accumulated. This practice will be in place by January 1, 2015.

### **SECTION 3**

All sick time off, after five (5) consecutive working days, shall be verified by a presentation of a doctor's certificate.

### **SECTION 4**

Employees should report sick to the Administrative Assistant to the First Selectman as soon as possible after the start of their work day, except where sufficiently limiting circumstances exist. Failure to meet the standard noted in this section shall lead to a loss of pay for that day.

### **SECTION 5**

Sick leave shall continue to accumulate during vacation time or any authorized leave with pay.

### **SECTION 6**

Sick leave days may be used for childbearing related disabilities.

## **ARTICLE 13 - PERSONAL TIME**

### **SECTION 1**

Twenty-eight (28) hours of personal time per fiscal year shall be granted. The employee seeking personal time shall notify the First Selectman and his/her immediate supervisor at least one (1) day in advance of the personal day, except in case of emergency. Such notification shall be on forms prescribed by the Town. Note: Two hour minimum deduction per occurrence, regardless if less time is taken. Any time taken beyond the initial two hours must be in one hour increments.

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

### **SECTION 1**

The purpose of the grievance procedure shall be to settle employees' grievances at as low an administrative level as possible.

### **SECTION 2**

A grievance for the purpose of this procedure shall be considered to be an employee complaint concerned with:

- A. Discharge, suspension or other disciplinary action
- B. Matters relating to the interpretation and application of the provisions of this Agreement

### **SECTION 3**

Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union aid, the Union may process the grievance from the next succeeding step following that which the employee has utilized, provided, however, that the Union shall be bound by the time limits set forth herein. No grievance settlement made as a result of an individual process grievance shall contravene the provisions of this agreement.

- A. *STEP ONE* - Any grievance shall be reduced to writing and submitted, within (5) working days from the date of the occurrence, to the First Selectman who shall render his decision on the grievance. Any grievance which is not so filed in writing and within said time limit shall be considered as waived. The First Selectman's decision shall be submitted in writing to the aggrieved employee and his representative, if represented, within ten (10) working days of receipt, by the First Selectman, of the grievance.
- B. *STEP TWO* - If the employee is not satisfied with the decision rendered by the First Selectman, the employee or his representative shall submit the grievance, in writing and within ten (10) working days, to the Board of Selectmen. Within ten

(10) working days after receiving such grievance, the Board of Selectmen shall render its decision, in writing, to the aggrieved employee and his representative.

- C. *STEP THREE* – If the employee is not satisfied with the decision rendered by the Board of Selectmen, or if no decision is rendered within ten (10) days of the Board's receipt of the grievance, the Union, only, may submit the grievance to arbitration by the Connecticut State Board of Mediation and Arbitration if it concerns the interpretation or application of any of the provisions of this agreement. Unless the Union so submits the grievance to arbitration within ten (10) days after the decision rendered by the Board of Selectmen or within ten (10) days after it should have rendered a decision, whichever is earlier, then the grievance shall be considered as waived. The costs of arbitration shall be shared equally by the parties.

#### **SECTION 4**

The power of the State Board of Mediation and Arbitration shall be limited to a determination of whether or not any of the provisions of this Agreement have been correctly interpreted and applied. It shall have no power to add to, subtract from, or modify any of the terms of this agreement.

#### **SECTION 5**

The time limits herein shall be strictly construed.

#### **SECTION 6**

The employee, the Union, or the Town shall have the right, at his\her own expense, of choice of representative whenever a representative is desired.

### **ARTICLE 15 - WORKING RULES AND REGULATIONS**

#### **SECTION 1**

All copies or written working rules and written directives of the Town affecting the working conditions of the employees shall be provided to the Union by the Town when requested.

#### **SECTION 2**

There shall be no discrimination, coercion or intimidation on account of marital status, age, race, creed, color, sex, religious beliefs or Union activity, either by the Town or the Union.

## **ARTICLE 16 - DISCIPLINARY ACTION**

### **SECTION 1**

All disciplinary action shall be applied in a fair and equitable manner and shall be consistent with the infraction for which disciplinary action is being applied.

### **SECTION 2**

All suspensions and discharges must be given in writing with reasons stated and a copy given to the employee and Union at the time of the suspension or discharge.

### **SECTION 3**

Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warning, suspension without pay and discharge. Progressive discipline shall be applied when appropriate. No employee shall be discharged without just cause.

## **ARTICLE 17 - WORKERS COMPENSATION**

### **SECTION 1**

If an employee is absent from work because of an injury sustained in the course of his/her work for which he/she is entitled to compensation under the Workers Compensation Act, in addition the town shall pay to the employee during the period of disability up to a maximum of one (1) year one sixth (1/6) of the employee's salary.

## **ARTICLE 18 - INSURANCE, HOSPITAL AND MEDICAL BENEFITS**

### **SECTION 1**

The Town will provide and pay for the full cost of the Anthem Life Insurance Plan in the amount of \$50,000.00 with double indemnity for Accidental Death and Dismemberment for all employees or better.

### **SECTION 2**

Coverage includes a non-occupational disability income.

### **SECTION 3**

The Town will provide the following medical, dental, and prescription drug insurance for employees.

Effective July 1, 2017 all employees will be required to share in the premiums of the coverage in the following amounts of the total amount of the premiums for the duration of the contract:

Effective July 1, 2017 – 13% or thirteen percent premium share

Effective July 1, 2018 – 13% or thirteen percent premium share

Effective July 1, 2019 – 14% or fourteen percent premium share

- a. The Anthem Dental Plan
- b. Connecticare Flex POS. Copays and deductibles more fully set forth in Attachment "A".
- c. Employees who terminate employment after ten (10) consecutive years of service shall be permitted to continue the health insurance benefits described above for themselves and their dependents (except for the dental plan) provided such persons and/or their dependents meet eligibility requirements of the insurance carrier and pay the full cost thereof. Such coverage shall continue until Medicare eligibility.
- d. Effective July 1, 2005, the dependent child age maximum will cover a dependent child up to the age of twenty five (25) living at home and fully dependant on the employee, and full time students residing at home or away from home.

#### **SECTION 4**

Starting date for the above benefits of any new employee will become effective on the first day of the month following his/her date of employment providing he/she meets the policy's eligibility requirements and complies with all of its rules and regulations.

#### **SECTION 5**

The Town reserves the right to change insurance carriers once during the term of the contract provided and that the new coverage is substantially equal to or better and the administration of same is consistent with the previous plans. Prior to any changes, the Union President and Representative shall be notified and provided with the changes for their review and input before implementation.

### **ARTICLE 19 - GENERAL PROVISIONS**

#### **SECTION 1**

The Town shall provide bulletin board space for the Union for the posting of notices concerning Union business and activity.

## **SECTION 2**

The Town shall provide a copy of this agreement to each member presently employed and to each new prospective member upon employment.

## **SECTION 3**

If any article or section of this agreement is declared invalid by court of competent jurisdiction, said invalidity shall not affect the balance of this agreement.

## **SECTION 4**

There shall be no alteration, variation, no amendment of the terms and conditions of this agreement, unless made and agreed to in writing by both parties.

## **SECTION 5**

When an employee is required to use his or her own motor vehicle to perform Town business, he or she shall be reimbursed for the motor vehicle expense associated with job related activities at a rate per mile equal to the maximum allowed by the Internal Revenue Service.

## **SECTION 6**

The Town and the Union shall cooperate in matters of safety, health and sanitation affecting the employees.

## **SECTION 7**

- a. The following provisions will apply to employees hired before July 1, 2011: Upon retirement, death or termination in good standing, 100% of all unused personal and compensatory days, and unused vacation days to a maximum of sixty (60) days, shall be paid to an employee or his or her beneficiary. Upon retirement or death, two-thirds (2/3) of all accumulated sick leave shall be paid to the employee or his or her beneficiary. Upon termination in good standing one-third (1/3) of all accumulated sick leave shall be paid to the employee. If the employee is terminated for cause, he/she will not enjoy the benefits of this section.
- b. The following provisions will apply to employees hired after July 1, 2011: Upon retirement, death or termination in good standing, 100% of all unused personal, and compensatory days, and unused vacation days to a maximum of sixty (60) days shall be paid to an employee or his or her beneficiary. If the employee is terminated for cause, he/she will not enjoy the benefits of this section.

For purposes of this section "retirement" is agreed to mean that an employee has reached a minimum age of 63 years or a total of 25 years of service to the town. For purposes of this section "termination in good standing" is agreed to mean that an employee has discontinued his/her employment with the Town for reasons that are not a result of discipline.

## **SECTION 8**

If there is any previously adopted policy, rule or regulation of the Town which is in conflict with any provision of this agreement, the agreement shall prevail during the term of this agreement.

## **SECTION 9**

All benefits, rights and privileges enjoyed by the employees immediately prior to the effective signed date of this agreement which are not specifically provided for in this agreement are hereby protected by this agreement. If disputes arise out of this definition of these benefits, rights and privileges, the elected Union leaders and grieved employees shall meet with the Board of Selectmen to resolve the employee's grievance within two (2) weeks of the employee's notification of grievance to the First Selectman. If no agreement is reached, said grievance shall proceed as per ARTICLE 14 "Grievances".

# **ARTICLE 20 - PENSION**

## **SECTION 1**

The Town shall provide and pay the full cost of the Defined Benefit Pension Plan as set forth in the Plan (Attachment B attached).

## **SECTION 2**

- a. Any employee hired prior to July 1, 2011, may elect to terminate his/her participation in the pension plan mentioned above in Section 1 and participate in the IRS Section 457(B) Defined Contribution Plan mentioned in Section 2b. Any such election shall be irrevocable.
- b. The following provisions will apply to employees hired after July 1, 2011; Any employee hired after July 1, 2011 shall not have the option to participate in the town's municipal Defined Benefit Pension Plan. These new employees (hired after July 1, 2011) shall be provided an IRS Section 457(B) Defined Contribution Plan with a five percent (5%) contribution by the Town that will be immediately vested, and a one percent (1%) minimum contribution by the employee with immediate vesting. The details of this plan are set forth in Attachment C attached hereto. Any language in documents attached for clarification regarding the 457(B) plan regarding non-elective payments are superseded by the mandatory contributions listed in this agreement.

For purposes of this section an "employee" as described above is defined as an "employee" within the approved Town of New Hartford Retirement Plans (see attachment B – Section 1.9).

## **ARTICLE 21 – DURATION**

### **SECTION 1**

This agreement shall be effective as of July 1, 2017 and shall remain in full force and effect through June 30, 2020.

## **ARTICLE 22 – LONGEVITY**

### **SECTION 1**

Full time employees shall receive, in addition to their regular pay or pay increases, an additional two dollars (\$2.00) per week after each five (5) years of service. Such longevity pay increases shall be paid annually to employees on or about December 1st of each year, not to be a part of wages or salary. There shall be four (4) such adjustments with the final longevity pay increase occurring on the completion of twenty (20) years of service.

## **ARTICLE 23 - DRUG POLICY**

The Town's Drug Policy is attached (Attachment D)

## **ARTICLE 24 – SALARY**

Effective July 1, 2017 - 2.5% GWI

Effective July 1, 2018 - 2.75% GWI

Effective July 1, 2019 - 3% GWI

Management may, if it deems desirable, offer salary increases or bonuses above and beyond the stipulated agreement to specified individuals. An attempt will be made to recognize additional training and level of expertise.

With prior approval, employees who obtain certifications related to their job category (specifically listed below) will receive an additional three percent (3%) current salary adjustment increase added to their salary upon presentation of proof of achievement to the First Selectman's office.

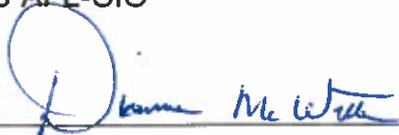
CCMA I or CCMA II; CCTC; Bachelor's Degree in Accounting or Finance; CPA; CZEO from CAZEO; AICP (American Institute of Certified Planners); CZET.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives on this June 30, 2017.

Town of New Hartford

The National Association of Government  
Employees Local R1-231 Affiliated with  
SEIU AFL-CIO

By:   
Daniel V. Jerram  
First Selectman

By:   
Diana M. Witte  
Union President

Attachment A (Insurance)

Attachment B (Defined Benefit & Pension Plan)

Attachment C (457 (B) Plan)

Attachment D (Town of New Hartford Drug Policy)

ATTACHMENT A

Town of New Hartford  
Insurance Plan



## FlexPOS-CAL-15-25-200-250A-01 Open Access Calendar Year Benefit Summary

This is a brief summary of benefits. Refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described below are per Member per Calendar year. A referral from your primary care provider is not required.

Personalized for: Town of New Hartford

	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
<b>Calendar Year Plan Deductible</b>	None	\$400 Employee \$1,200 per Family
<b>Out-of-Pocket Maximum</b> <i>(Includes a combination of deductible, copayments and coinsurance for health and pharmacy services)</i>	\$2,400 Employee \$7,200 per Family	\$2,400 Employee \$7,200 per Family
<b>Out-of-Network Reimbursement</b>	None	Plan will reimburse the coinsurance percentage of the Maximum Allowable Amount.
<b>Lifetime Maximum Benefit</b>	Unlimited	Unlimited
<b>PREVENTIVE SERVICES</b> <i>(Refer to "Prevention and Wellness" section found at the end of this summary)</i>	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
<b>Adult Physical Exam</b>	No Member cost	30% after Plan Deductible
<b>Infant / Pediatric Physical Exam</b>	No Member cost	30% after Plan Deductible
<b>Gynecological Preventive Exam</b>	No Member cost	30% after Plan Deductible
<b>Preventive Laboratory Services</b> <i>(Complete blood count and urinalysis)</i>	No Member cost	30% after Plan Deductible
<b>Baseline Routine Mammography</b>	No Member cost	30% after Plan Deductible
<b>Routine Mammography</b>	No Member cost	30% after Plan Deductible
<b>Routine Vision Exam</b> <i>(one exam every year when provided by an Optometrist or Ophthalmologist)</i>	No Member cost	30% after Plan Deductible
<b>Hearing Screenings</b> <i>(one exam per year)</i>	\$15 Copayment per visit	30% after Plan Deductible

OUTPATIENT SERVICES	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
<b>Primary Care Provider Office Services</b> <i>(includes services for illness, injury, sickness, follow-up care and consultations)</i>	\$15 Copayment per visit	30% after Plan Deductible
<b>Specialist Office Services</b> <i>(includes services for illness, injury, sickness, follow-up care and consultations)</i>	\$25 Copayment per visit	30% after Plan Deductible
<b>Gynecological Office Services</b>	\$15 Copayment per visit	30% after Plan Deductible
<b>Maternity Care Office Visits</b>	No Member cost	30% after Plan Deductible
<b>Allergy Testing</b> <i>(Unlimited)</i>	\$15 Copayment per visit	30% after Plan Deductible
<b>Allergy Injections</b> <i>up to 80 visits per year</i>	No Member cost	30% after Plan Deductible
<b>Laboratory Services</b> <i>(includes services performed in a Hospital or laboratory facility)</i>	No Member cost	30% after Plan Deductible
<b>Non-Advanced Radiology</b> <i>(includes services performed in a Hospital or radiology facility)</i>	\$25 Copayment per visit	30% after Plan Deductible
<b>Advanced Radiology</b> <i>up to five copayment per year (includes services for MRI, PET and CAT scan and nuclear cardiology performed in a Hospital or radiology facility)</i>	\$75 Copayment per visit	30% after Plan Deductible
<b>Outpatient Rehabilitative Therapy</b> <i>up to 30 visits per year (includes services combined for physical, speech, and occupational therapy)</i>	\$25 Copayment per visit	30% after Plan Deductible
<b>Chiropractic Services</b> <i>up to 20 visits per year</i>	\$25 Copayment per visit	30% after Plan Deductible
<b>Retail Clinic</b>	\$15 Copayment per visit	30% after Plan Deductible
EMERGENCY / URGENT CARE	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
<b>Walk-In Centers</b>	\$15 Copayment per visit	\$15 Copayment per visit
<b>Urgent Care Centers</b>	\$50 Copayment per visit	\$50 Copayment per visit
<b>Emergency Room</b> <i>(Copayments waived if admitted)</i>	\$100 Copayment per visit	\$100 Copayment per visit
<b>Ambulance Services</b>	No Member cost	No Member cost

<b>HOSPITAL SERVICES</b>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Inpatient Hospital Services, Including Room &amp; Board</b>	\$250 Copayment per admission	30% after Plan Deductible
<b>Hospital Outpatient Surgical Facilities</b> <i>(includes services performed in a Hospital facility)</i>	\$200 Copayment per visit	30% after Plan Deductible
<b>Ambulatory Surgical Center</b> <i>(includes services performed in a stand-alone ambulatory facility)</i>	\$100 Copayment per visit	30% after Plan Deductible
<b>Skilled Nursing Facilities</b> <i>up to 120 days per year</i>	\$250 Copayment per admission	30% after Plan Deductible
<b>Inpatient Rehabilitation</b> <i>up to 60 days</i>	No Member cost	30% after Plan Deductible
<b>Private Duty Nursing</b> <i>up to \$50,000 per year</i>	No Member cost	30% after Plan Deductible
<b>MENTAL HEALTH SERVICES</b>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Inpatient Mental Health Services</b> <i>(including inpatient acute, residential and partial hospitalization programs)</i>	\$250 Copayment per admission	30% after Plan Deductible
<b>Inpatient Alcohol and Substance Abuse Treatment</b> <i>(including inpatient acute, residential and partial hospitalization programs)</i>	\$250 Copayment per admission	30% after Plan Deductible
<b>Outpatient Mental Health, Alcohol and Substance Abuse Treatment</b> <i>(including office visits, professional services provided in the home and intensive outpatient treatment programs)</i>	\$15 Copayment per visit	30% after Plan Deductible
<b>OTHER SERVICES</b>	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Durable Medical Equipment Including Prosthetics and Disposable Medical Supplies</b>  <i>(No Member cost for wigs prescribed by an oncologist for a Member suffering hair loss as a result of chemotherapy or radiation therapy up to one wig per year)</i>	No Member cost	30% after Plan Deductible
<b>Diabetic Equipment and Supplies</b>	No Member cost	30% after Plan Deductible

OTHER SERVICES	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
<b>Infertility</b> <i>(Connecticut State Mandate)</i>	\$15 Copayment per visit (Office visit)  \$200 Copayment per visit (Ambulatory Services Outpatient)  \$250 Copayment per admission (Inpatient Hospital)	30% after Plan Deductible
<b>Nutritional Counseling</b> <i>(Limit 3 visits per year)</i>	No Member cost	30% after Plan Deductible
<b>Home Health Services</b> <i>(Nursing and therapeutic services limited to 200 visits)</i> <i>(Home Health aide services limited to 80 visits that are applicable to the 200 visit limit)</i>	No Member cost	25% after \$50 Benefit Deductible

## PREVENTION AND WELLNESS

In-Network prevention and wellness services as defined by the United States Preventive Service Task Force (listed below) are exempt from all member cost share (deductible, copayment and coinsurance) under the Patient Protection and Affordable Care Act (PPACA). Services that are exempt from cost share must be identified by the specific codes. The codes your health care provider submits must match ConnectiCare's coding list to be exempt from all cost share.

- Routine physical exam and appropriate screening and counseling for adults
- Preventive care and screenings for infants, children and adolescents supported by the Health Resources and Services Administration
- Preventive care and screenings for women supported by the Health Resources and Services Administration:
  - At least one well-woman preventive care visit annually to obtain the recommended preventive services
  - Screening for diabetes during pregnancy, two per pregnancy
  - Human Papillomavirus (HPV) testing, age 30 or older, one per year
  - Counseling on sexually transmitted infections for all sexually active women, two per year
  - Counseling and screening for human immune-deficiency virus (HIV) for all sexually active women
  - Contraceptive methods approved by the Food and Drug administration, sterilization procedures and contraceptive patient education and counseling
  - Comprehensive lactation support, counseling, a manual breast pump, and breastfeeding supplies
  - Screening and counseling for interpersonal and domestic violence for all women and adolescents
- Bone density screenings, age 60 or older
- Screening for colorectal cancer using fecal occult blood testing, sigmoidoscopy, or colonoscopy, age 50 or older
- Routine mammography screening
- Immunizations recommended by the Advisory Committee on Immunization Practices of the CDC
- Outpatient laboratory services:
  - Cervical cancer and cervical dysplasia screening – pap smear
  - Lipid cholesterol screening for adults and children at risk
  - Fasting plasma glucose or hemoglobin A1c
  - Hematocrit and Hemoglobin for children
  - Lead screening for children
  - Tuberculin testing for children
  - Chlamydia, syphilis and gonorrhea screening for females all ages
  - Human immunodeficiency virus screening – HIV testing (no limit)
  - Screening for phenylketonuria (PKU) in newborns
  - Screening for sickle cell disease in newborns
- Routine vision screening when services are rendered by a primary care provider
- Routine hearing screening when rendered by a primary care provider
- Developmental, autism, and psychosocial/behavioral assessments when rendered by a primary care provider.
- Dietary counseling for adults with hyperlipidemia or obesity
- Tobacco cessation interventions
- Screening for hepatitis B, iron deficient anemia, Rh (D) blood typing and asymptomatic bacteriuria in women who are pregnant
- Screening for abdominal aortic aneurysm in men who have ever smoked
- BRCA counseling and genetic screening for women at risk
- Physical therapy to prevent falls in community-dwelling adults ages 65 and older

## Important Information

- If you have questions regarding your plan, visit our website at [www.connecticare.com](http://www.connecticare.com) or call us at (860) 674-5757 or 1-800-251-7722.
- Many services require that you obtain our pre-certification or pre-authorization prior to obtaining care prescribed or rendered by network providers or non-participating providers. A reduction will apply if you do not obtain pre-authorization for these specified services. Refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information.
- For mental health, alcohol, and substance abuse services call 1-888-946-4658 to obtain pre-authorization.
- Out-of-Network cost shares are reimbursed at the maximum allowable amount. Members are responsible to pay any charges in excess of this amount. Please refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information.
- If you are a Massachusetts resident, please refer to your *amendatory rider for Massachusetts mandated benefits* for additional details of your mandated benefits.
- If you are a Massachusetts resident, this plan along with pharmacy services meets Massachusetts Minimum Creditable Coverage standards for 2014.
- Your plan is Insured by ConnectiCare Insurance Company, Inc.



## Prescription Drug Copayment Plan Benefit Summary

This is a brief summary of your prescription drug benefits. Refer to your Prescription Drug Rider for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described below are per member per Calendar year.

Personalized for: Town of New Hartford

<b>PRESCRIPTION DRUGS</b>		
<p>Covered prescription drugs through retail Participating Pharmacies or our mail order service. Generics are dispensed unless the Member pays the Generic Cost-Share plus the difference in price between the Generic Equivalent and the Brand Name Drug.</p> <p>Your Plan includes the following: Mandatory Drug Substitution, Generic Substitution Program, Tiered Cost-Share Program, and Voluntary Mail Order Program.</p>		
	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Out-of-Pocket Maximum</b> <i>(Includes a combination of deductible, copayments and coinsurance for health and pharmacy services)</i>	\$2,400 Employee \$7,200 per Family	\$2,400 Employee \$7,200 per Family
<b>RETAIL PHARMACY</b> (up to a 30 day supply per prescription)	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Tier 1 drugs</b>	\$10 Copayment	30% Coinsurance
<b>Tier 2 drugs</b>	\$20 Copayment	30% Coinsurance
<b>Tier 3 drugs</b>	\$30 Copayment	30% Coinsurance
<b>MAIL ORDER PHARMACY</b> (up to a 90 day supply per prescription)	<b>IN-NETWORK MEMBER PAYS</b>	<b>OUT-OF-NETWORK MEMBER PAYS</b>
<b>Tier 1 drugs</b>	\$20 Copayment	100%
<b>Tier 2 drugs</b>	\$40 Copayment	100%
<b>Tier 3 drugs</b>	\$60 Copayment	100%

### Additional Information

- Under this program covered prescription drugs and supplies are put into categories (i.e., tiers) to designate how they are to be covered and the member's cost-share. The placement of a drug or supply into one of the tiers is determined by the ConnectiCare Pharmacy Services Department and approved by the ConnectiCare Pharmacy & Therapeutics Committee based on the drug's or supply's clinical effectiveness and cost, not on whether it is a generic drug or supply or brand name drug or supply.
- Generic drugs can reduce your out-of-pocket prescription costs. Generics have the same active ingredients as brand name drugs, but usually cost much less. So, ask your doctor or pharmacist if a generic alternative is available for your prescription. Also, remember to use a participating pharmacy. Most pharmacies in the United States participate in our network. To find one, visit our Web site at [www.connecticare.com](http://www.connecticare.com) or call our Member Services Department at 1-800-251-7722.
- Certain prescription drugs and supplies require pre-authorization from us before they will be covered under the prescription drug rider. You should visit our Web site at [www.connecticare.com](http://www.connecticare.com) or call our Member Service Department at 1-800-251-7722 to find out if a prescription drug or supply requires pre-authorization.
- Always remember to carry your ConnectiCare ID Card.
- If you are a Massachusetts resident, please refer to your *amendatory rider for Massachusetts mandated benefits* for additional details of your benefits.

TOWN OF NEW HARTFORD  
RETIREMENT PLAN

As amended and restated  
effective July 1, 2011

## TOWN OF NEW HARTFORD

## RETIREMENT PLAN

INTRODUCTION

Pursuant to ordinance adopted by the legislative body of the Town of New Hartford, a municipal corporation located in the County of Litchfield and State of Connecticut, at a special town meeting held on September 29, 1970, the Retirement Plan was adopted for the benefit of its employees. The Plan was most recently restated effective July 1, 2003.

This restatement of the Retirement Plan shall become effective July 1, 2011, and incorporates changes to certain provisions negotiated with the following New Hartford Employee Unions (the "Coalition Unions") effective July 1, 2011:

- Local 1303-014, Council 4, American Federation of State County and Municipal Employees, AFL-CIO (Public Works)
- Local 1303-336, Council 4, American Federation of State County and Municipal Employees, AFL-CIO (Custodians)
- Local 1303-367, Council 4, American Federation of State County and Municipal Employees, AFL-CIO (Paraprofessionals)
- Local 1303-386, American Federation of State County and Municipal Employees, AFL-CIO (Secretaries)
- NAGE, Local RI-231 (National Association of Government Employees) (Town Hall Employees)

Eligibility for and the amount of benefit payments for any employee, former employee, or the beneficiary of any such employee or former employee who retires, dies or terminates employment prior to July 1, 2011 shall be determined in accordance with the applicable provisions of the Retirement Plan, Minutes of the appropriate Selectmen and Town meetings, and collective bargaining agreements in effect at the time of such retirement, death, or termination of employment and shall not be effected by any provision of this restated Retirement Plan.

Effective July 1, 2011, certain Employees will not be permitted to become Members of the Plan, as set out in the collective bargaining agreements applicable to such Employees, or, for non-union Employees, as set out in the collective bargaining agreement that such Employees' employment conditions follow by custom. Reference is made to Article II of the Plan and the applicable collective bargaining agreements for further information.

It is the Town's intention that the Plan, as amended from time to time, as well as the provisions of any applicable collective bargaining agreements, as amended from time to time, shall collectively constitute a qualified pension plan under Internal Revenue Code Section 401(a).

To the extent that a provision of the Plan conflicts with any applicable collective bargaining agreement, the terms of the applicable collective bargaining agreement shall govern.

ARTICLE I  
DEFINITIONS

The following words and phrases as used herein have the following meanings, unless a different meaning is specified or plainly required by the context:

SECTION 1.1        "Town" shall mean the Town of New Hartford.

SECTION 1.2        "Selectmen" shall mean the Board of Selectmen of the Town of New Hartford or a majority of such board.

SECTION 1.3        [Section Reserved.]

SECTION 1.4        "Annual Compensation" shall mean the salary or wages paid by the Town to an employee for his services for the previous calendar year as listed on the employee's W-2 form.

Notwithstanding the preceding sentence, for Members hired on or after July 1, 2002, payments made upon termination of employment for unused sick leave, vacation or other leave shall not be included in Annual Compensation for pension purposes.

For Plan Years 1989 through 1993, Annual Compensation taken into consideration under this Pension Plan will be limited to \$200,000 per year, in accordance with Sections 414(q)(6) and 401(a)(17) of the Internal Revenue Code (the "Code") and regulations issued thereunder, as adjusted from time to time by the Secretary of the Treasury. For Plan Years beginning during 1994 or later, Annual Compensation taken into consideration under this Pension Plan will be limited to \$150,000 per year, in accordance with Sections 414(q)(6) and 401(a)(17) of the Internal Revenue Code and regulations issued hereunder, as adjusted from time to time by the Secretary of the Treasury. The limitation will be prorated for any Plan Year of less than twelve months.

Notwithstanding the foregoing, the Annual Compensation taken into account under this Pension Plan in any Plan Year beginning after December 31, 2001 shall not exceed \$200,000. Annual Compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the "determination period"). For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, compensation for any prior determination period shall be limited to \$150,000 for any determination period beginning in 1996 or earlier; \$160,000 for any

determination period beginning in 1997, 1998, or 1999; and \$170,000 for any determination period beginning in 2000 or 2001.

In determining an Employee's Annual Compensation for purposes of the limitations under the preceding paragraph, the rules under Code Section 401(a)(17)(B) shall apply. The cost-of-living adjustment in effect for a calendar year applies to Annual Compensation for the determination period that begins with or within such year.

Notwithstanding any provision of this Pension Plan to the contrary, Annual Compensation shall not be reduced by elective deferrals or by salary reduction amounts contributed to any cafeteria plan of the Town under Sections 125 (including, effective for Plan Year beginning after December 31, 1997, deemed Section 125 amounts not available to a Member in cash in lieu of group health coverage because the Member is unable to certify that he or she has other health coverage) or 132(f) of the Code, or by any salary reduction amounts pursuant to Section 402(g)(3) of the Code.

"Notwithstanding anything to the contrary, Annual Compensation shall include only the compensation earned for those periods of Credited Service prior to the Employee's election to cease active participation in the Plan as permitted in Section 2.5."

#### SECTION 1.5

"Final Average Compensation" shall mean the average of the Annual Compensation of a Member over those five (5) consecutive calendar years of the ten (10) years prior to his Retirement Date, or other earlier date for Employees who elect to cease Plan participation, which averages the highest amount.

All salary, wages, and overtime constitute covered compensation. Fees are included if accounted for.

Notwithstanding the preceding two paragraphs, for Members who retire on or after July 1, 2002, "Final Average Compensation" shall mean the average of the Annual Compensation of a Member over those three (3) consecutive calendar years of the ten (10) years prior to his Retirement Date, or other earlier date for Employees who elect to cease Plan participation, which averages the highest amount.

All salary, wages and overtime constitute covered compensation. Fees are included if accounted for except that for Members hired on or after July 1, 2002, payments made upon termination for unused sick leave, vacation or other leave shall not be included in the final average compensation calculations.

- SECTION 1.6      "Appointing Authority" shall mean for Employees of the Board of Education, the Board of Education and for all other Employees, the Board of Selectmen.
- SECTION 1.7      "Total and Permanent Disability" shall mean a physical or mental condition arising as a result of bodily injury or disease, either occupational or non-occupational in cause, which, on the basis of medical evidence satisfactory to the Town, will wholly and permanently prevent an Employee from engaging in any occupation or employment for wage or profit except such employment as is found by the Town to be for the purpose of rehabilitation or not incompatible with the finding of total and permanent disability, but excluding disabilities resulting from (1) service in the armed forces of any country for which government disability pension is available, (2) chronic alcoholism or addiction to narcotic, (3) engaging in a felonious criminal act, or (4) an effort to bring about injury or illness of himself or another person.
- SECTION 1.8      "Effective Date of the Plan" shall mean July 1, 1969.
- SECTION 1.9      "Employee" shall mean any person elected, appointed or hired, regularly employed by the Town on a permanent basis (in a position requiring at least twenty (20) hours per week for a minimum of one thousand (1,000) hours of service per year) excluding any teacher or other employee who is currently eligible for membership in the Connecticut State Teachers' Retirement System or any other State Retirement System.
- SECTION 1.10     "Fund" shall mean the Trust Fund provided under Article X.
- SECTION 1.11     "Member" shall mean any Employee who qualifies and continues to be qualified under Article II. A Member who elects to cease further active participation in the Plan but has accrued a benefit under this Plan and has not received a distribution of such benefit, shall remain a Member of this Plan to the extent of such benefits that have been accrued.
- SECTION 1.12     "Plan" shall mean the Town of New Hartford Retirement Plan hereby established and as amended from time to time hereafter.
- SECTION 1.13     "Credited Service" shall mean the total period of employment as an Employee, provided that in order to receive Credited Service for a calendar year such Employee must complete at least one thousand (1,000) hours of service in said year. Such period of employment shall be based on the payroll records of the Town commencing on the date of the Employee's last employment and continuing to the date of his death, retirement or termination of such employment, except that in no event

shall periods during which a Member does not receive compensation from the Town be included in computation of Credited Service.

Except for the purposes of determining eligibility for an Earlier Retirement Date under Section 3.2 and in determining the Accrued Termination Benefit as provided in Section 7.2, any Member who elects to cease their active participation in this Plan as provided under Section 2.5, shall no longer receive Credited Service under this Plan as of the effective date of such election.

Any Employee who irrevocably waives becoming a Member of the Plan, as provided under Section 2.5, shall not be credited with additional Credited Service under this Plan as of the effective date of such election.

SECTION 1.14 "Plan Year" shall mean the period of time beginning from July 1 and ending June 30 of any calendar year.

SECTION 1.15 "Period of Absence" Periods of absence to the extent provided for and as defined in this Section shall not constitute a termination of employment of a member and shall not constitute an interruption in the Credited Service of such member. Periods of absence within the meaning of this Section are:

- (a) Approved leave not to exceed one (1) year;
- (b) Disability not to exceed six (6) months;
- (c) Voluntary or involuntary active service (but not periods of re-enlistment) in the armed forces of the United States while any law requiring military service is in effect.

If any employee fails to return to work on the date fixed by the Town and the Appointing Authority, with respect to any leave (or within ninety (90) days following military service or such required period as may be directed by law for the protection of his employment rights following military service), his Credited Service shall be determined to have ended on the date next preceding such absence.

SECTION 1.16 "Trustee" shall mean the bank or trust company designated as Trustee by the Board of Selectmen.

SECTION 1.17 "Coalition Union Employee" shall mean an Employee whose terms and conditions of employment are governed by a collective bargaining agreement between the Town of New Hartford or the New Hartford Board of Education and one of the following New Hartford Employee Unions:

- Local 1303-014, Council 4, American Federation of State County and Municipal Employees, AFL-CIO (Public Works)
- Local 1303-336, Council 4, American Federation of State County and Municipal Employees, AFL-CIO (Custodians)
- Local 1303-367, Council 4, American Federation of State County and Municipal Employees, AFL-CIO (Paraprofessionals)
- Local 1303-386, American Federation of State County and Municipal Employees, AFL-CIO (Secretaries)
- NAGE, Local RI-231 (National Association of Government Employees) (Town Hall Employees)

Wherever used in the Plan, the masculine pronoun includes the feminine pronoun and the singular includes the plural unless otherwise required by the text.

ARTICLE II  
MEMBERSHIP IN THE PLAN

- SECTION 2.1      Conditions of Membership. Subject to Section 2.4 herein, each Employee, as the term is defined by Section 1.9 hereof, employed by the Town on the Effective Date of the Plan who has then attained his twenty-fifth (25<sup>th</sup>) birthday and completed five (5) years of Credited Service, provided he was not over his sixtieth (60<sup>th</sup>) birthday when employed, will become a Member of the Plan as of the Effective Date.
- SECTION 2.2      Subject to Section 2.4 herein, each other Employee on the Effective Date and each new Employee thereafter will become a Member on the July 1<sup>st</sup> as of which he shall have completed five (5) years of Credited Service with the Town.
- SECTION 2.3      Pensioners Under Special Acts. No person receiving or entitled to receive any retirement benefit under the provisions of any special legislation enacted in consideration of his services to the Town, shall be a Member of this Plan, and no such person shall receive any benefits by reason of the existence of this Plan.
- SECTION 2.4      Plan Freeze Effective July 1, 2011 for Certain Employees. Reference is made to any applicable collective bargaining agreement to determine an Employee's eligibility to become and/or remain a Member of the Plan. Effective July 1, 2011, certain Employees hired by the Town on or after July 1, 2011 will not become Members of the Plan (the "Plan Freeze"). Such Plan Freeze is applicable to (i) certain Coalition Union Employees according to the terms of such Coalition Union Employees' applicable collective bargaining agreements, and (ii) all Employees other than Coalition Union Employees.
- SECTION 2.5      Effective July 1, 2011, and subject to any applicable collective bargaining agreement of such Employee, an Employee who is an active Member of the Plan may elect to cease his or her further active participation in the Plan. Such election by a Member to cease their active participation in this Plan must be made in a form, and executed in a manner, acceptable to the Town. Any such election shall be effective only upon the acceptance of the election by the Town in accordance with its procedures.
- An Employee who may become eligible to become a Member of this Plan may waive any active participation in, and not become a Member of, this Plan. Such election by an Employee to waive his or her active participation in this Plan must be made in a form, and executed in a manner, acceptable to the Town. Any such election shall be effective only

upon the acceptance of the election by the Town in accordance with its procedures.

Such election by a Member to cease active participation in this Plan, or of an Employee to waive becoming a Member of the Plan, shall be irrevocable.

### ARTICLE III RETIREMENT DATES

SECTION 3.1 Normal Retirement Date. The Normal Retirement Date of a Member in the Plan shall be on the first day of the month coinciding with or next following his sixty-fifth (65<sup>th</sup>) birthday.

Notwithstanding the preceding sentence, for Members hired on or after July 1, 2002, the Normal Retirement Date of a Member in the Plan shall be the first day of the month coinciding with or next following his sixty-fifth (65<sup>th</sup>) birthday or, if later, the date of his normal eligibility for Social Security.

SECTION 3.2 Earlier Retirement Date. Any member who has attained his fifty-fifth (55<sup>th</sup>) birthday and completed ten (10) years of Credited Service may elect to retire as of the first day of any month thereafter, which date shall be hereinafter termed the "Earlier Retirement Date", and at his option, commence to receive his benefits commencing on such Earlier Retirement Date, or the first day of any subsequent month not later than his Normal Retirement Date.

Notwithstanding the preceding sentence, for Members hired on or after July 1, 2002, any member who has attained his fifty-fifth (55<sup>th</sup>) birthday, or if later, the birthday that is ten (10) years prior to his date of normal eligibility for Social Security, and completed ten (10) years of Credited Service may elect to retire as of the first day of any month thereafter, which date shall be hereinafter termed the "Earlier Retirement Date," and at his option, commence to receive his benefits commencing on such Earlier Retirement Date, or the first day of any subsequent month not later than his Normal Retirement Date.

SECTION 3.3 Deferred Retirement Date. A Member able to satisfactorily perform his duties may remain in active employment after his Normal Retirement Date. The first day of the calendar month following such actual retirement shall be his Deferred Retirement Date.

ARTICLE IV  
AMOUNT OF BENEFIT

- SECTION 4.1      Retirement at Normal Retirement Date. A Member who retires on his Normal Retirement Date, shall receive an annual retirement benefit equal to:
- (i)      1.1/4% of such Member's Final Average Compensation shall be determined, provided that 1.1/4% of a Member's Final Average Compensation shall not be less than Twenty Four Dollars (\$24.00).
  - (ii)     The amount determined in (i) shall be multiplied by such Member's years of Credited Service to such Member's Retirement Date (including 1/12<sup>th</sup> of a year for completed months in excess of completed years). Maximum years of Credited Service shall not exceed forty (40).
- SECTION 4.2      Retirement at Earlier Retirement Date. The annual retirement benefit of a Member who retires on an Earlier Retirement Date and who elects to have his benefits commence on his Normal Retirement Date shall be computed in accordance with Section 4.1 based on his Credited Service to the Earlier Retirement Date. In the event a Member elects to have retirement benefit payments commence prior to his Normal Retirement Date, such retirement benefit shall be computed as though it were to have commenced on his Normal Retirement Date, reduced, however, by one-quarter of one percent for each of the first sixty (60) months by which such Member's Earlier Retirement Date precedes his Normal Retirement Date and an additional one-third of one percent for each month in excess of sixty (60) by which such Member's Earlier Retirement date precedes his Normal Retirement Date.
- SECTION 4.3      Retirement at Deferred Retirement Date. The annual benefit of a Member who retires on a Deferred Retirement Date shall be the same formula as in Section 4.1 except that Final Average Compensation and Credited Service continues to accrue after his Normal Retirement Date to his Deferred Retirement Date.
- SECTION 4.5      415 Limitation on Benefits. Effective for limitation years beginning on or after July 1, 2007, and notwithstanding any Pension Plan provisions to the contrary, in no event may the maximum annual retirement benefit payable to a Member under the Pension Plan and any other defined benefit plan of the Employer at any time within the limitation year exceed the limitations contained in Internal Revenue Code Section 415 (as amended from time to time, including by, without limitation, P.L. 108-218, the Pension Funding Equity Act of 2004, P.L. 109-280, the Pension Protection Act of 2006, and

P.L. 110-458, the Worker, Retiree and Employer Recovery Act of 2008) and the regulations and guidance issued thereunder, which are hereby incorporated by reference, including, without limitation, the definition of compensation as set out therein. The term "compensation" for purposes of compliance with the limitations under Internal Revenue Code Section 415 shall include the following:

(i) wages as reported for purposes of federal income tax on Form W-2;

(ii) elective deferrals as defined in Section 402(g)(3) of the Internal Revenue Code and salary reduction contributions of the Participant not includible in his or her gross income by reason of Section 125 (including amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage) or Section 132(f) of the Internal Revenue Code; and

(iii) compensation paid after severance from employment as set out in Treas. Reg. § 1.415(c)-2(e)(3).

ARTICLE V  
OPTIONS

SECTION 5.1        Standard Retirement Benefits. The retirement benefits provided for in Article IV herein, shall be monthly life annuity commencing as of the time specified in Article III and such retirement benefits shall terminate with the monthly payment coinciding with or next preceding the date of death of the Member. This form of annuity is sometimes herein referred to as the "Standard Retirement Benefit".

SECTION 5.2        Optional Retirement Benefits. In lieu of the "Standard Retirement Benefit", a Member may elect a form of benefit under Option A or Option B described herein provided such election is made in writing at least six (6) months before the Member becomes eligible for retirement or at any time before the Member becomes eligible for retirement.

Option A - Joint and Survivor Option

A Member may elect to receive a reduced retirement benefit payable monthly during his lifetime, after his retirement pursuant to the Plan, with benefits to continue after his death to a provisional payee designated by the Member and terminating with the first day of the month coinciding with or next preceding the date of death of the provisional payee. Such Member may elect to have either one hundred percent (100%) or fifty percent (50%) of his reduced retirement benefit continued to his provisional payee under this Option A. The reduced retirement benefit shall be the actuarial equivalent of (i) the Standard Retirement Benefit payable at retirement on his Normal Retirement Date; or (ii) the reduced amount payable at retirement on his Earlier Retirement Date, as the case may be.

If the provisional payee dies before the Member's Normal, or Deferred Retirement Date, whichever is applicable, the election of this Option shall be void, and the Member's retirement benefit shall be payable as if such election has not been made.

If the Member dies after his Normal Retirement Date, but prior to his Deferred Retirement Date, the retirement benefit payable to his provisional payee under this Option A shall be in the amount as if the Member has retired on the day before his death, and payments shall commence on the first day of the month coinciding with or next following the date of death of the Member.

Any benefit payable to a joint annuitant shall not exceed that purchasable by an amount equal to but no greater than the reserve which would be required to fund an annuity of equal monthly benefits for the spouse of a Member or such other joint annuitant.

Option B - 120 Months Certain Option

A Member may elect to receive a reduced retirement benefit which shall be payable monthly during his lifetime after his retirement pursuant to the Plan and continuing to the first day of the month in which the Member's death occurs, provided, however, that not less than 120 monthly payments, as the Member shall elect, shall be made to the Member and/or his surviving Beneficiary.

The reduced retirement benefit shall be the actuarial equivalent of: (I) the Standard Retirement Benefit payable at retirement on his Normal or Deferred Retirement Date, or (II) the reduced amount payable at retirement on his Earlier Retirement Date as the case may be.

At the time of making an election in accordance with this option, the Member shall designate to the Town in writing, on a form prescribed by the Town and delivered to it, a Beneficiary to receive the retirement benefit payable under this Option B in the event of the Member's death after his retirement, but before he has received the number of retirement benefit payments elected.

The election of this Option B may be rescinded at any time by the Member prior to his retirement on his Normal, Earlier, or Deferred Retirement Date. The designation of a Beneficiary may be revoked, amended or changed at any time prior to the Member's death. Any such action shall be evidenced in writing on a form prescribed by the Town and delivered to it. In the event of the death of the Member and his Beneficiary or Beneficiaries before the full number of payments elected have been made, the computed value of the balance of such payments shall be paid in a lump sum to the executor or administrator of the estate of the survivor of the Member and his Beneficiary. If a Member dies while on deferred retirement and has elected this Option B, his named Beneficiary shall be entitled to receive the reduced retirement benefit as though he has retired on the day before his death, payable for 120 months, and payments shall commence on the first day of the month coinciding with or next following the date of death of the Member.

SECTION 5.3      Binding Effect of Election. If the election of any of the options is not made within the above time limitation, such election may, nevertheless, be made at any time prior to the retirement or his Normal Retirement Date whichever is earlier. If the Member elects an option and dies before his Normal or Earlier Retirement Date, whichever is applicable, no retirement benefit shall be payable to his Provisional Payee or Beneficiary.

SECTION 5.4      Payment of Small Benefits. Notwithstanding any provisions in this Plan for the monthly payment of standard or optional retirement benefits to a Member, a Provisional payee or a Beneficiary, if such monthly payment has a lump sum value of less than \$3,500.00, it shall be paid. Notwithstanding the foregoing, to the extent that any mandatory distributions are made from the Pension Plan, effective March 28, 2005, such distributions shall be limited to lump sums valued at \$1,000 or less, determined as of the date of distribution or any date thereafter

## SECTION 5.5

Actuarial Equivalent. A benefit of equivalent value when computed on the basis of the following actuarial assumptions:

Mortality: 1983 Group Annuity Mortality Table with gender neutral mortality.

Interest: Seven percent (7%)

Notwithstanding the foregoing, for purposes of determining any lump sum benefit payable pursuant to Section 5.4 hereof, the following assumptions shall be used:

Mortality: 1983 Group Annuity Mortality Table with gender neutral mortality.

Interest: The annual rate of interest on 30 year treasury securities for the December preceding the Plan Year during which the distribution is made.

## SECTION 5.6

Required Minimum Distributions. Pursuant to Code Section 401(a)(9), certain minimum required distributions shall be made from the Pension Plan. The following provisions are intended as a reasonable and good faith interpretation of Code Section 401(a)(9), consistent with the special rule for governmental plans in the final regulations under Section 401(a)(9). Distributions shall be made in accordance with sections 1.401(a)(9)-1 through 1.401(a)(9)-9 of the Treasury regulations, to the extent applicable to governmental plans. This section of the Plan overrides any other section of the Plan to the extent inconsistent with Section 401(a)(9), as applicable to governmental plans.

(a) General Rules.

(i) For Plan Years beginning prior to January 1, 1997, the required beginning date of a member shall be the first day of April of the calendar year following the calendar year in which the member attains age 70-½;

(ii) On or after January 1, 1997, the required beginning date of a member who attains age 70-½ in 1997 or later shall be the first day of April of the calendar year following the later of the calendar year in which the member attains age 70-½ or terminates employment;

(iii) A member shall commence his or her benefit distributions (in amounts which at least satisfy the minimum required distributions of Section 401(a)(9) of the Code) no later than the required beginning date applicable to such member.

- (b) Special Rule. For any member who attains age 70-½ on or after January 1, 1997, and on or before December 31, 2002, unless such member elects to commence or continue receiving his or her benefit distributions in accordance with the time set forth in subsection (a)(i) above, then the benefit distributions to the member (in amounts which at least satisfy the minimum required distributions of Section 401(a)(9) of the Code) shall be deferred until such time as is required by subsection (a)(ii) above.
- (c) Overall General Rule. Payment of benefits shall commence not later than the 60th day after the close of the Plan Year in which the latest of the following events have occurred:
- (i) The member has attained the earlier of age 65 or the normal retirement age;
  - (ii) The tenth anniversary of the year in which a member first became a member has occurred; or
  - (iii) The member has terminated service with the Employer.

ARTICLE VI  
DEATH BENEFITS

- SECTION 6.1 Benefit Prior to Satisfaction of Earlier Retirement Eligibility Requirements. No death benefits shall be payable under this Plan prior to the satisfaction of the "Earlier Retirement Eligibility Requirements" unless the Member dies after having satisfied the eligibility requirements for Accrued Termination Benefits. If a Member dies after having satisfied the eligibility requirements for Accrued Termination Benefits, but before he satisfies the Earlier Retirement Eligibility Requirements, fifty percent (50%) of the benefit that would have been paid to the Member if he had retired on the first day of the month coinciding with or next following his Earliest Retirement Date and had elected a fifty percent (50%) Joint and Survivor Option without the ten (10) year age differential limit will be payable to the Qualified Spouse of the Member for at least one (1) year. Benefit will commence on the first day of the month coinciding with or next following the Member's earliest retirement date.
- SECTION 6.2 Benefit Between the Date the Earlier Retirement Eligibility Requirements are Satisfied and Normal Retirement Date. If a Member dies between the date he satisfies the Earlier Retirement Eligibility Requirements and his Normal Retirement Date while in the active service of the Town, fifty percent (50%) of the benefit that would be paid to the Member if the Member had retired on the first day of the month coinciding with or next following his date of death and had elected a fifty percent (50%) Joint and Survivor Option without the ten (10) year age differential limit will be payable to the Qualified Spouse of the Member. A Qualified Spouse is a spouse who has been legally married to the Member for at least one (1) year. Benefits will commence on the first day of the month coinciding with or next following the Member's date of death.
- SECTION 6.3 Benefit Between Normal Retirement Date and Deferred Retirement Date. In the event a Member continues in the active service of the Town after his Normal Retirement Date, as provided in Section 3.3 of Article III hereof, and Member dies before his actual retirement on a Deferred Retirement Date, the Beneficiary or spouse of such Member shall be entitled to receive benefits as provided in Article V, whichever is applicable if an option has been selected. If no option has been selected by a deceased Member, only a Qualified Spouse will receive a benefit; such benefit will be equal to the benefit that would be payable to the spouse of a Member who elected a Joint and Survivor option (Option A) with a fifty percent (50%) continuation of benefits.
- SECTION 6.4 Benefits After Actual Retirement. If a Member dies after his retirement benefits commence, the Beneficiary or spouse of such Member shall be

entitled to receive the benefits as provided in Article V, whichever is applicable if an option has been selected.

ARTICLE VII  
TERMINATION OF EMPLOYMENT

SECTION 7.1 Benefit Upon Termination. Subject to the provisions of Article XII hereof, a Member whose employment with the Town is terminated for any reason other than death or retirement shall be entitled, at his election, either to the accrued termination benefit described in Section 7.2 below commencing at Normal Retirement Date, or an Earlier Retirement Date on an actuarially reduced benefit.

SECTION 7.2 Accrued Termination Benefit. The Accrued Termination Benefit to Employees hired prior to July 1, 1979, shall be an annual benefit commencing at Normal Retirement Date equal to the percentage set forth below of the accrued retirement benefit determined as provided in Section 4.1 hereof. Such percentage shall be based upon the years of Credited Service of the Member with the Town prior to the date of his termination of employment as follows:

YEARS OF CREDITED SERVICE WITH THE TOWN

<u>At Least</u>	<u>But Less Than</u>	<u>Percentage of Accrued Benefit</u>
6	7	10%
7	8	20%
8	9	30%
9	10	40%
10 or more		100%

The Accrued Termination Benefit for Employees hired on or after July 1, 1979 shall be one hundred percent (100%) of the accrued retirement benefits determined as provided in Section 4.1 hereof commencing at Normal Retirement Date if such Employees have completed ten (10) years of Credited Service with the Town. The Accrued Termination Benefit shall be zero if such Employees have completed less than ten (10) years of Credited Service with the Town.

The Accrued Termination Benefit for Employees employed by the Town (on or after July 1, 1995) shall be one hundred percent (100%) of the Accrued Retirement Benefits determined as provided in Section 4.1 hereof commencing at Normal Retirement Date, if such employees have completed five (5) years of service with the Town. The Accrued Termination Benefit shall be zero (0) if such employees have completed less than five (5) years of service with the Town.

SECTION 7.3 Re-Employment after Termination. If a Member's employment with the Town terminates for any reason and he is later re-employed by the Town or Board of Education, upon proof of such prior employment satisfactory

to the Town, such prior employment with the Town or Board of Education shall be counted for purposes of the Plan.

ARTICLE VIII  
CONTRIBUTIONS

SECTION 8.1

Town's Contributions. The Town shall contribute such amounts as may be determined by its actuarial advisor as sufficient to provide the retirement benefits provided under the Plan. Payments by the Town shall be subject to annual budgetary and appropriation requirements of the Connecticut General Statutes and/or any Charter adopted by the Town, and the Town shall incur no liability to any person for the failure to make such payment or payments. The Town shall not directly or indirectly receive any refund of any contribution made by it, nor shall the Town directly or indirectly participate in the distribution by the Trustee, at any time prior to the satisfaction of all liabilities to Members and their Beneficiaries.

ARTICLE IX  
ADMINISTRATION OF THE PLAN

SECTION 9.1           The general administration of the Plan and the responsibility for carrying out the provisions of the Plan shall be placed in the Town.

SECTION 9.2           The Town may construe this Plan and its constructions hereof and action hereon in good faith shall be final and conclusive. It may correct any defect or supply any omission or reconcile any inconsistency in such manner and to such extent as it shall deem expedient to carry the same into effect.

SECTION 9.3           The Town shall provide rules and regulations not inconsistent with the terms and provisions hereof for the administration of the Plan and from time to time may amend or supplement such rules and regulations.

SECTION 9.4           The Town may retain employees, agents, actuarial advisors and counsel who may, but need not be, counsel for the Town.

ARTICLE X  
TRUST FUND

- SECTION 10.1      Fund. All contributions hereunder made by the Town shall be held and administered by the Trustee in trust for use in accordance with the Plan. The responsibility for the holding and investment of the Fund shall lie with the Trustee.
- SECTION 10.2      Designation of Trustee. The Trustee shall be a bank or trust company having the power to act as Trustee in the State of Connecticut. The designation of such bank or trust company shall be made by the Board of Selectmen.
- SECTION 10.3      Designation of Funds. The Trustee shall hold contributions made hereunder by the Town upon being forwarded to the Trustee by the Town Treasurer in accordance with the terms of a written agreement between the Town and the Trustee. The Trustee shall have all rights, privileges, duties and immunities conferred upon it by the Trust Agreement.
- SECTION 10.4      Rights of Refund. No part of the corpus or income of the Fund shall be used for, or directed, or diverted to, any purpose, subject to the payment of expenses, other than for the exclusive benefit of the Members and their Beneficiaries prior to the satisfaction of all liabilities for benefits under the Plan; and provided further that no person shall have any interest in or right to any part of the earnings or principal of the Fund, or any rights in, to, or under the Trust Agreement, except as and to the extent expressly provided in the Plan and in the Trust Agreement.
- SECTION 10.5      Expenses of Plan. Expenses of administration of the Plan including actuarial fees shall be paid out of the Trust Fund upon direction by the Town.

ARTICLE XI  
AMENDMENT AND TERMINATION

SECTION 11.1      Amendment. The Town shall have the right by action of the Selectmen (which action shall not be effective until approved by the legislative body of the Town) to amend the Plan at any time provided that no amendment shall: (i) cause or permit any portion of the Fund to become the property of the Town until liabilities to Members and Beneficiaries are satisfied, or (ii) deprive any Member or Beneficiary retroactively of rights already accrued under the Plan.

SECTION 11.2      Termination. The Town shall have the right by action of the Selectmen (which action shall not be effective until approved by the legislative body of the Town) to terminate the Plan at any time, subject to the following:

(a) If the Plan is terminated in its entirety, or if the Town Contributions are discontinued (not merely a suspension thereof), the Fund shall be used, subject to the payment of expenses, for the benefit of Members and Beneficiaries and for no other purpose until all liabilities to Members and Beneficiaries for benefits under the Plan to the date of termination or discontinuance of contributions have been satisfied.

(b) If the Fund is sufficient to satisfy all liabilities in full, then the assets of the Fund shall be applied in the following order:

First: To provide retirement benefit payments to retired Members, and other Members who have attained Normal Retirement Date and those spouses receiving benefits pursuant to Section 6.1 of the Plan;

Second: To provide retirement benefit payments to Members who are eligible to retire at Earlier Retirement Date but have not retired;

Third: To provide retirement benefit payments to all remaining Members who have terminated employment with the Town, or could have terminated such employment, with a right to Termination Benefits for themselves or their Beneficiaries under Article VII hereof; and

Fourth: To provide retirement benefit payments to all remaining Members. Each of the foregoing categories with the exception of the FIRST shall be determined as of the date of termination of the Plan, and such categories are hereinafter referred to as "Classes."

(c) If upon the application of the assets of the Fund in the order of priority to provide payment in part of liabilities to Members and Beneficiaries in one of the three (3) classes, there are assets available for that Class but not sufficient to satisfy such liabilities in full, the assets available for that Class shall be applied on the Basis of the proportions which the available assets bear to the present values of the accrued retirement benefits of all Members and Beneficiaries in that Class.

(d) Upon the termination of the Plan, the Fund may be continued in existence and the assets applied to the benefit of the several Classes above set forth, or the Fund may be distributed in the manner set forth in Classes 1 and 2 below, or a combination thereof:

1. By the distribution to each Member or of the present value of what such Member or Beneficiary is entitled to receive, either in one lump sum or in installments over a period of not more than five (5) years; or

2. By the purchase of annuity contracts of such type(s) as the Town shall determine for the Members and Beneficiaries from an insurance company or companies.

### SECTION 11.3

#### Provision to Prevent Discrimination

(a) In the event that the Plan is terminated, or the full current cost thereof has not been met at any time before July 1, 1979, the value of benefits which any of the twenty-five (25) highest paid Employees, as hereinafter determined, may receive, shall not exceed the larger of the following amounts:

(1) \$20,000.00; or

(2) Twenty percent (20%) of the first \$50,000.00 of the Employee's average annual compensation for the first five (5) years preceding the date of termination multiplied by the number of years since July 1, 1969.

(b) These conditions shall not restrict the current of full retirement benefits of any retired Member while the Plan is in full effect and its full current costs have been met. In the event that any funds are realized by operation of the restrictions set forth herein, they shall be used to reduce subsequent Town contributions of the Plan, but if the Town has ceased its contributions, they shall be used for the benefit of Members other than the twenty-five (25) highest paid Employees on a basis which shall not result in substantial

discrimination in favor of the more highly compensated Employees.

- (c) For the purpose of this Section, the twenty-five (25) highest Employees as of July 1, 1969, including any such highly paid Employees who are not Members at that time but who may later become Members, but excluding any Employees whose annual retirement benefit provided by the Town contributions will not exceed \$1,500.00.

#### SECTION 11.4

Funds Remaining After Distribution of all Benefits. After the fulfillment of all obligations to Members and their Beneficiaries provided for in this Article XI, any portion of the Fund remaining as a result of actuarial error may be returned to the Town.

ARTICLE XII  
MISCELLANEOUS

The Town or its designated appointee shall administer this Article XII, Miscellaneous, as noted below.

- SECTION 12.1      Incompetents. If the Town determines that any person to whom such benefit is payable is incompetent by reason of physical or mental disability, any payment due (unless a proper claim therefor shall have been made by a duly appointed guardian, conservator or legal representative) may be made to the spouse, a child, a parent or a brother or sister of such person, or to any person deemed by the Town to have incurred expenses for such person otherwise entitled to payment. Any such payment shall be a complete discharge of any liability for such payment under the Plan.
- SECTION 12.2      Fraud and Dishonesty. If any Member in the course of employment with the Town shall commit any act of fraud or dishonesty resulting in involuntary termination of employment, in the discretion of the Town, he shall forfeit to the fund any and all payments and benefits due or becoming due to him from the Fund.
- Any forfeiture under the provisions of this paragraph shall be forfeited to the Town and treated hereafter as amounts contributed by the Town in the current or next succeeding year.
- SECTION 12.3      Non-Assignability of Benefits. Members and Beneficiaries shall be entitled to all the benefits specifically set out under the terms of the Plan, but to the extent permitted by law, said benefits or any of the property rights therein shall not be assignable or distributable to any creditor or other claimant of such Member or his Beneficiary. No Member or his Beneficiary shall have the right to anticipate, assign, pledge, accelerate, or in any way dispose of any of the monies or benefits or other property which may be payable to him.
- SECTION 12.4      Non-Liability of Town. All benefits under the Plan shall be paid or provided for solely from the Fund and the Town assumes no liabilities or responsibilities therefor.
- SECTION 12.5      Tenure of Employment. Neither the action of the Town in the establishment or administration of the Plan, nor any action taken by it, any designee or by any contracted party, shall be construed as giving any Employee the right to be retained in the employ of the Town or any other right whatsoever except to the extent of the benefits provided by the Plan to be paid or made available from the Fund.

- SECTION 12.6      Separability of Provisions. If any provisions of this Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Plan but the Plan shall be construed and endorsed as if said illegal or invalid provisions had never been inserted herein.
- SECTION 12.7      Unclaimed Benefits. Whenever reasonable efforts fail to locate any Member or Beneficiary entitled to benefits under the Plan within four (4) years from the time notice is first received that he is not to be found at the address in the records of the Town, or the Trustee, the Town may direct that any benefits to which [he] may be entitled shall thereupon be cancelled and no payment shall be made thereafter to anyone with respect to the benefits so cancelled.
- SECTION 12.8      Forfeitures. Forfeitures arising from death, termination of employment or otherwise under the Plan shall not be applied to increase the benefit any Member would otherwise receive under the Plan prior to the Plan's termination but shall be used as soon as possible to reduce the Town's contributions.
- SECTION 12.9      Applicable Law. The validity of the provisions of this Plan shall be determined under and said provision shall be construed according to the laws of the State of Connecticut.
- SECTION 12.10     Approval by Internal Revenue Service. No rights shall accrue under the plan until it has been approved by the Internal Revenue Service as a qualified Plan.
- SECTION 12.11     Rollovers.
- (a)      Right to Elect Direct Rollover. This Section applies to distributions made on or after January 1, 1993. A Distributee may elect, at the time and in the manner prescribed by the Plan Administrator in accordance with applicable regulations, to have all, or any portion that is equal to at least \$500, of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.
- (b)      Definitions. The following definitions will apply to this Section.
- (i)      An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance of the credit of the Distributee, except that an Eligible Rollover Distribution does not include:
- (A)      any distribution that is one of a series of substantially equal periodic payments (at least annually) made for the life (or the life expectancy) of the Distributee or the joint lives (or

joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more;

- (B) any distribution to the extent such distribution is required under Section 401(a) (9) of the Internal Revenue Code; and
- (C) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); provided, however, that, effective for distributions made after December 31, 2001, a portion of a distribution shall not fail to be an eligible rollover distributions merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

A distribution of less than \$200 that would otherwise be an Eligible Rollover Distribution with the meaning of (a)(i) shall not be an Eligible Rollover Distribution if it is reasonable to expect that all such distributions to the Distributee from the Pension Plan during the same calendar year will total less than \$200.

For distributions made after December 31, 2007, a Member may elect to roll over directly an Eligible Rollover Distribution to a Roth IRA described in Code Section 408A(b).

- (ii) An "*Eligible Retirement Plan*" is an individual retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity described in Section 408(b) of the Internal Revenue Code or a qualified trust described in Section 401(a) of the Internal Revenue Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. Effective for distributions made after December 31, 2001, an eligible retirement plan shall also mean an

annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan. Also effective for distributions made after December 31, 2001, the definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code.

- (iii) A "*Distributee*" includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Internal Revenue Code, are Distributees with regard to the interest of the spouse or former spouse.
  - (iv) A "*Direct Rollover*" is a payment by the Pension Plan to the Eligible Retirement Plan specified by the Distributee.
- (c) Deemed Elections.
- (i) A Distributee who is entitled to elect a Direct Rollover with respect to all or any portion of a distribution but who does not make any election shall be deemed to have rejected the Direct Rollover option.
  - (ii) A Distributee who elects a Direct Rollover with respect to any Eligible Rollover Distribution that is one in a series of installment payments made at least annually over a period of less than 10 years shall be deemed to have made the same election with respect to all subsequent Eligible Rollover Distributions in the series unless and until the Distributee changes the election. A change of election shall be accomplished by notifying the Plan Administrator of the change in the form and manner prescribed by the Plan Administrator.
- (d) Notice to Employee. Within a reasonable period of time before an Eligible Rollover Distribution is to be made, and in accordance with section 402(f) of the Internal Revenue Code and applicable regulations, the Plan Administrator shall provide to the Distributee an explanation of the right to elect a Direct Rollover, the federal tax withholding consequences of failing to elect a Direct Rollover, the tax effects of

making a rollover (other than a Direct Rollover) to an Eligible Retirement Plan, and the tax rules applicable to lump sum distributions, if applicable.

#### SECTION 12.12

Non-Spouse Beneficiary Rollover Right. Effective January 1, 2010, a non-spouse Beneficiary who is a "designated beneficiary" under Code Section 401(a)(9)(E), by a Direct Rollover may roll over all or any portion of his or her distribution to an individual retirement account that the Beneficiary established for purposes of receiving the distribution. In order to roll over the distribution, the distribution otherwise must satisfy the definition of an Eligible Rollover Distribution. Any distribution made prior to January 1, 2010 is not subject to the direct rollover requirements of Code Section 401(a)(31) (including Code Section 401(a)(31)(B), the notice requirements of Code Section 402(f), or the mandatory withholding requirements of Code Section 3405(c)). If the Member dies before his or her required beginning date and the non-spouse Beneficiary rolls over to an IRA the maximum amount eligible for rollover, the Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. § 1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse Beneficiary's distribution.

#### SECTION 12.13

##### USERRA.

General. Effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

Death Benefits. In the case of a death or disability occurring on or after January 1, 2007, if a Member dies while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Member are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Member had resumed and then terminated employment on account of death.

Benefit Accrual. For benefit accrual purposes, the Plan treats an individual who, on or after January 1, 2007, dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Town as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability. With respect to the period of said individual's qualified military service,

the Plan will treat said service as counting toward said individual's Years of Credited Service under the Plan.

Determination of Benefits. To the extent the Plan requires employee contributions in order for the Member to accrue benefits under the Plan, then the Plan will determine the amount of employee contributions of an individual treated as reemployed under these provisions for purposes of applying Code Section 414(u)(8)(C) on the basis of the individual's average actual employee contributions for the lesser of: (i) the 12-month period of service with the Town immediately prior to qualified military service; or (ii) if service with the Town is less than such 12-month period, the actual length of continuous service with the Town.

Differential Wage Payments. For years beginning after December 31, 2008, (1) an individual receiving a differential wage payment from the Town, as defined by Code Section 3401(h)(2), shall be treated as an Employee of the Town making the payment, (2) the differential wage payment shall be treated as compensation, and (3) the Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

TOWN OF NEW HARTFORD

DATED: 4/22/14

By:   
Daniel V. Jerram  
Its: First Selectman

APPROVED AT  
TOWN MEETING

ATTACHMENT C

457 (B) Plan

ATTACHMENT C

TOWN OF NEW HARTFORD  
ADOPTION AGREEMENT FOR  
457(b) DEFERRED COMENSATION PLAN  
FOR GOVERNMENTAL EMPLOYERS

The undersigned Employer adopts the 457(b) Deferred Compensation Plan for Governmental Employers for those Employees who will qualify as Participants hereunder, to be known as the

Town of New Hartford 457(b) Plan

It will be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

EMPLOYER INFORMATION (Plan Section 1.9)

Name of Employer: Town of New Hartford

Address: 530 Main Street  
New Hartford, CT 06057  
City State Zip

Telephone Number: 860-379-3389

Employer Identification Number: 06-6002045

Location of Employer's Principal Office:

state  commonwealth  district of Connecticut  other: \_\_\_\_\_ and the Plan will be governed in accordance with retirement plan laws of the State of Connecticut and Section 457 of the Internal Revenue Code (name of state/commonwealth).

This specimen document includes a number of provisions which are optional, or as part of which there are different options that may be selected. Such provisions are generally indicated in the Adoption Agreement. This does not mean that other provisions may not also be optional, or that other options may not be available. The selection of appropriate options is solely the responsibility of the plan sponsor and should be done only after consulting with the client's own knowledgeable counsel.  
(5/1/09)

© 2009 ING North America Insurance Corporation.

**Employer Fiscal Year:**

The 12-consecutive month period commencing on July 1 [month and day] and ending on June 30 [month and day].

**PLAN INFORMATION**

**Effective Date:**

This Adoption Agreement of the 457(b) Deferred Compensation Plan for Governmental Employers will:

- establish a new Plan effective as of \_\_\_\_\_.
- constitute an amendment and restatement in its entirety of a previously established 457(b) Plan of the Employer which was effective July 16, 1992. Except as specifically provided in the Plan, the effective date of this amendment and restatement is January 1, 2012.

**Plan Year (Plan Section 1.22):**

The 12-consecutive month period commencing on January 1 [month and day] and ending on December 31 [month and day].

**Name of Administrator (Plan Section 1.1):**

- Employer (Use Employer Address)
- Name(s) \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_

Administrator's I.D. Number: \_\_\_\_\_

This specimen plan document is intended to assist you and your counsel in adopting a 457(b) plan. Modifications may be required to meet your plan's particular objectives. (5/1/09)

**ELIGIBILITY (Plan Section 2.1)**

**A. Eligible Individuals for Purposes of Employer Nonelective Contributions (Plan Section 3.2):**

- o All Employees
- o All Employees other than the following group or groups of Employees elected below:
  - Nonresident aliens with no U.S. source of income
  - Employees who normally work less than 20 hours per week
  - Students performing services for the Employer whose Compensation is not considered wages under the Federal Insurance Contributions Act ("FICA")
  - Collectively bargained employees

- ✓ Identify each Eligible Employee by name and job title who is eligible to receive Employer Nonelective Contributions.

Employer NonElective Contributions shall be permitted under the Plan at the discretion of the Employer to certain class(es) of Employee(s), as specified or referenced in the Employer's collective bargaining agreement(s), memorandum(s) of agreement, or similar written arrangement. The Employer shall be solely responsible for determining that a contribution is NonElective.

- NAGE Local CT 231
- Non-union Town of New Hartford Employees
- Local 1303 of Council 4 American Federation of State County and Municipal Employees AFL-CIO

**B. Eligible Individuals for Purposes of Participant Deferral Contributions:**

- ✓ All Employees
- o All Employees other than the following group or groups of Employees elected below:
  - Nonresident aliens with no U.S. source of income
  - Employees who normally work less than 20 hours per week
  - Students performing services for the Employer whose Compensation is not considered wages under the Federal Insurance Contributions Act ("FICA")
  - Collectively bargained employees

NOTE: The group(s) specified must correspond to a group of the same designation that is defined in statutes, ordinances, rules, regulations, personnel manuals or other authority for the state or local jurisdiction of the Employer.

This specimen plan document is intended to assist you and your counsel in adopting a 457(b) plan. Modifications may be required to meet your plan's particular objectives. (5/1/09)

### Minimum Participant Deferral Contribution

The minimum annual deferral amount shall be for each of the following groups of employees:

- 1% for all Eligible Individuals identified in Subsection (A) of the Eligibility Section of this Adoption Agreement who is eligible to receive an Employer NonElective 5% contribution.

### Leased Employees

For purposes of this section B, the term Eligible Individual:

- will  will not include any leased employees described in Code Section 414(n).

### Independent Contractors

For purposes of this section B, the term Eligible Individual:

- Will not include Independent Contractors
- Will include all Independent Contractors
- Will include all Independent Contractors other than as specified below:

### CONTRIBUTIONS AND ALLOCATIONS

A. Employer Nonelective Contributions. Pursuant to Section 3.2 of the Plan, Employer Nonelective Contributions shall be made to Eligible Individuals in the following manner (Choose (1), (2) or both if applicable): identified in Subsection (A) of the Eligibility Section of this Adoption Agreement

- (1) Discretionary contribution. An amount determined by the Employer in its sole discretion, which amount may differ for each Eligible Individual as determined by the Employer. The Employer Nonelective 5% contribution is specified in each of the Employer's collective bargaining agreements with the Eligible Individuals identified in Subsection (A) of the Eligibility Section of this Adoption Agreement. (See attached agreements). The Employer Nonelective contribution will initially be invested in the ING Fixed Account – Fund 002 and will be subject to change only by the direction of each Eligible Individual.

This specimen plan document is intended to assist you and your counsel in adopting a 457(b) plan. Modifications may be required to meet your plan's particular objectives. (5/1/09)

- o (2) Fixed contribution. The following amounts which although non-discretionary may be different amounts for each Eligible Individual as shown below:

---

---

**B. Deferral of Accumulated Sick Pay, Accumulated Vacation Pay and Back Pay (Plan Section 3.1(b)):**

Participant may elect to defer (check all that are applicable) to the Plan:

- o accumulated sick pay
- o accumulated vacation pay
- o back pay
- ✓ retirement allowance

Note: Any amounts deferred under Section 3.1(b) of the Plan must be consistent with applicable state and local law, including, but not limited to, the terms of any collective bargaining agreements.

**Age 50 Plus Catch-Up Contributions (Plan Section 3.4):**

Age 50 Plus Catch-Up Contributions ✓ will o will not be permitted under the Plan.

**Transfers into the Plan (Plan Section 3.8):**

Transfers into the Plan from an eligible 457 plan sponsored by another governmental employer  
✓ will o will not be permitted.

**Rollovers:**

Rollover Contributions ✓ will o will not be permitted under the Plan (Plan Section 3.9).

**Special Section 457 Catch-Up:**

Special Section 457 Catch-Up Contributions o will ✓ will not be permitted under the plan.

This specimen plan document is intended to assist you and your counsel in adopting a 457(b) plan. Modifications may be required to meet your plan's particular objectives. (5/1/09)

**DISTRIBUTIONS**

**Distribution Options (Plan Section 4.2(c)):**

- Joint and Survivor Annuity
- Lump sum
- Immediate or Deferred Annuity (including life annuities and installment payment annuities)
- Systematic distribution option permitted under the Investment Product.
- Other: \_\_\_\_\_

NOTE: Distribution options selected are available to the extent permitted by applicable law and the terms of the Investment Product.

In the event that a Participant does not elect a form of payment at the time that distributions are required to begin in accordance with Section 4.2, any benefits payable to the Participant will be made as follows:

- In the form of an Annuity payable over the Life Expectancy of the Participant that meets the requirements of Section 401(a)(9) of the code
- Lump sum
- Other: \_\_\_\_\_

**Death Benefits Payable to Beneficiary (Plan Section 4.3(d)):**

Amounts payable to the Beneficiary may be elected by the Beneficiary in the following forms of benefit payment:

- Same distribution options as available to the Participant
- Other: \_\_\_\_\_

NOTE: Distribution options selected are available to the extent permitted by applicable law and the terms of the Investment Product.

In the event a Beneficiary fails to make an election as to a benefit distribution option, any benefit payable to such Beneficiary will be distributed in accordance with Section 401(a)(9) of the Code.

This specimen plan document is intended to assist you and your counsel in adopting a 457(b) plan. Modifications may be required to meet your plan's particular objectives. (5/1/09)

**Rollovers**

**Distribution of a Participant 457 Rollover Account and a Participant Non-457 Rollover Account (Plan Section 4.1(b)):**

Amounts payable under a Participant 457 Rollover Account and a Participant Non-457 Rollover Account will be paid to a Participant:

- Upon attainment of an event as described in Section 4.1
- Upon the request of a Participant
- Other:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Unforeseeable Emergency Withdrawals (Plan Section 4.5):**

Unforeseeable Emergency Withdrawals  will  will not be permitted under the Plan.

If Unforeseeable Emergency withdrawals are allowed by the Plan, the amount eligible for such withdrawals will consist of:

- The Participant Employer Nonelective Account
- The Participant Deferral Account
- The Participant 457 Rollover Account (if amounts are not payable before a Participant attains an event as described in Section 4.1)
- The Participant Non-457 Rollover Account (if amounts are not payable before a Participant attains an event as described in Section 4.1)

A Participant  may  may not take an Unforeseeable Emergency Withdrawal resulting from the illness or accident of a primary Beneficiary designated by the Participant.

**Small Balance Distribution (Plan Section 4.6):**

Small balance distributions attributable to a Participant Employer Nonelective Account  will  will not be permitted under the Plan.

Small balance distributions attributable to a Participant Deferral Account  will  will not be permitted under the Plan.

This specimen plan document is intended to assist you and your counsel in adopting a 457(b) plan. Modifications may be required to meet your plan's particular objectives. (5/1/09)

**Transfer of Amounts for Purchase of Service Credits in Governmental Retirement System  
(Plan Section 4.8)**

Participant  will  will not be permitted to transfer amounts under the Plan to a governmental retirement system in order to purchase service credits.

**Loans to Participants (Plan Section 4.10):**

Loans  will  will not be permitted under the Plan.

**Distributions for Health Insurance and Long Term Care (Plan Section 4.11):**

Distributions to pay for health insurance and long term care  will  will not be permitted under the Plan.

Pursuant to Section 457(a)(3) of the Code, annual distributions of up to \$3,000 from the Plan are excludable for income tax purposes if the following conditions are satisfied: (1) the distribution is used to pay for qualified health insurance premiums (accident, health insurance or long term care) for an eligible public safety officer, or spouse or dependent of the public safety officer, (2) the public safety officer is separated from service due to disability or attainment of the age which the Participant has the right to retire and receive unreduced retirement benefits from the Employer's basic pension plan, and (3) the distributions are paid directly to the insurer or to the administrator of a self-insured plan.

**CERTIFICATION AND SIGNATURE**

The undersigned Employer hereby represents that it is a unit of a State or local government or an agency or instrumentality of one or more units of a State or local government as described in Code Section 414(d).

This Adoption Agreement and the Plan document together constitute the Plan. The Plan is a specimen plan, not a master or prototype plan, and has not been approved by the IRS. The adoption of this Plan and related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

IN WITNESS WHEREOF, the Employer hereby causes this Plan to be executed on this \_\_\_\_\_ day of April, 2012.

EMPLOYER:

Town of New Hartford  
(enter name)

By: \_\_\_\_\_

This specimen plan document is intended to assist you and your counsel in adopting a 457(b) plan. Modifications may be required to meet your plan's particular objectives. (5/1/09)

EXHIBIT D

THE TOWN OF NEW HARTFORD POLICY ON DRUG & ALCOHOL ABUSE

It is the goal of the Town of New Hartford to maintain a drug-free environment. As the safety and security of Town Employees is a top priority, the following is the Town of New Hartford's Policy regarding drug and/or substance abuse.

- The unlawful use, sale, manufacture, purchase, transfer, distribution or possession of illegal drugs on any Town of New Hartford property is prohibited. The presence in any detectable amount of any illegal drug on any employee while performing Town business or while in a Town facility or vehicle is prohibited.
- Alcohol, though not an illegal drug, may not be brought or consumed by employees on or in any property of the Town including vehicles during working hours.
- It is the Town's intention to be supportive and empathetic to Town employees with a substance abuse problem while still ensuring the safety and security of our fellow employees. In keeping with our commitment to rehabilitation, the Town of New Hartford will offer assistance to any employee for the treatment of drug abuse through referrals to rehabilitation programs, as provided for in the benefit package. We encourage employees with a substance abuse problem to seek help before disciplinary action is taken for job performance problems or other policy violations.
- The possession, use, or being under the influence of alcohol, or illegal drugs will result in disciplinary action up to and including termination.
- Testing for the presence of illegal drugs and/or alcohol may be necessary in situations where there is reasonable suspicion of a violation of this policy.

Violation of any of this policy or refusing to participate in any aspect of the program as outlined may lead to disciplinary action up to and including termination. For more information regarding this policy or to discuss the Employee Assistance Program, please contact the First Selectman at 379-3389.

Adopted by Board of Selectman: November 26, 2013