

**AGREEMENT BETWEEN  
THE TOWN OF WILTON  
AND  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2233**

The following Agreement is made by and between the Town of Wilton (the "Town") and the International Association of Fire Fighters, Local 2233 (the "Union") and contains the amended provisions of Part IV of the Retirement Plan for Employees of the Town of Wilton. This Agreement is supplementary to the provisions of the existing Part IV except as to the duration of the Agreement, which shall be as stated below.

(1) Effective as of July 1, 2015, Section 1(3) of Part IV of the Plan is deleted and the following is substituted in lieu thereof:

3) "Average Annual Salary" shall mean the following:

a) For Members who were hired prior to July 1, 2015, the average of the highest consecutive three (3) years (effective for the period prior to July 1, 2003, four (4) years) of Base Contributable Compensation within the last ten (10) years preceding Retirement; *provided that*, if any year included in such three (3) year (effective for the period prior to July 1, 2003, four (4) year) average predates July 1, 1993, in no event shall Base Contributable Compensation for such year exceed the following:

i) forty-thousand dollars (\$40,000) during the period July 1, 1989 through June 30, 1990;

ii) forty-three thousand dollars (\$43,000) during the period July 1, 1990 through June 30, 1992; and

iii) forty-eight thousand dollars (\$48,000) during the period July 1, 1992 through June 30, 1993;

*and provided further*, solely for purposes of calculating the Average Annual Salary of a Member over a consecutive three (3) year period that includes the fiscal year ending June 30, 2011, the Base Contributable Compensation of the Member for such fiscal year shall be increased by three and one-half percent (3.5%).

b) For Members who are hired on or after July 1, 2015 (or who were given a conditional offer of employment by the Town on June 17, 2015 and were subsequently appointed Firefighters by the Town), the average of the highest

consecutive four (4) years of Base Contributable Compensation within the last ten (10) years preceding Retirement.

(2) Effective as of July 1, 2015, Section 3(1) of Part IV of the Plan is deleted and the following is substituted in lieu thereof:

1) Normal Retirement Date

The Normal Retirement Date of a Member shall be the following:

a) For Members who were hired prior to July 1, 2015, the first day of the month coinciding with or next following the later of the attainment of age fifty (50) or the completion of twenty-five (25) years of Credited Service.

b) For Members who are hired on or after July 1, 2015 (or who were given a conditional offer of employment by the Town on June 17, 2015 and were subsequently appointed Firefighters by the Town), the first day of the month coinciding with or next following the later of the attainment of age fifty-two (52) or the completion of twenty-five (25) years of Credited Service.

(3) Effective as of July 1, 2015, Section 3(3) of Part IV of the Plan is deleted and the following is substituted in lieu thereof:

3) Deferred Retirement Date

A Member may remain in the active service of the Town after his Normal Retirement Date. However, the Town retains the right to set a mandatory retirement age in accordance with applicable federal and state law. Effective as of July 1, 2015, the Town has set a mandatory retirement age of the last day of the month in which the Member reaches age sixty-five (65).

For the period on and after March 31, 2007 and prior to July 1, 2015, the Town set a mandatory retirement age of age sixty-two (62).

(4) Effective as of July 1, 2015, Section 4(1) of Part IV of the Plan is deleted and the following is substituted in lieu thereof:

1) Monthly Retirement Allowance at Normal Retirement

A Member shall be fully Vested in his or her Retirement Allowance on attainment of Normal Retirement Date.

The monthly Retirement Allowance payable to a Member upon actual Retirement on or after his or her Normal Retirement Date shall be equal to the following:

a) For Members who were hired prior to July 1, 2015, one-twelfth (1/12th) of: (i) two percent (2%) of his or her Average Annual Salary multiplied by the number of years of Credited Service through September 30, 1979; and (ii) two and one-half percent (2-1/2%) of his or her Average Annual Salary multiplied by the number of years of Credited Service from October 1, 1979 forward. The maximum Retirement Allowance shall be seventy-one and one-quarter percent (71.25%) of Average Annual Salary.

b) For Members who are hired on or after July 1, 2015 (or who were given a conditional offer of employment by the Town on June 17, 2015 and were subsequently appointed Firefighters by the Town), one-twelfth (1/12th) of two and one-quarter percent (2-1/4%) of his or her Average Annual Salary multiplied by the number of years of Credited Service. The maximum Retirement Allowance shall be sixty-seven and one-half percent (67.50%) of Average Annual Salary.

(5) Effective as of July 1, 2015, Section 6(1) of Part IV of the Plan is deleted and the following is substituted in lieu thereof:

1) Members shall contribute the following amounts to the Plan: (a) seven and one-half percent (7.5%) of Compensation, effective for the fiscal years beginning on or after July 1, 2003 and prior to July 1, 2008; (b) eight percent (8.0%) of Compensation, effective for the fiscal year beginning on July 1, 2008; (c) eight and one-half percent (8.5%) of Compensation, effective for the fiscal year beginning on July 1, 2009; (d) nine percent (9.0%) of Compensation, effective for the fiscal year beginning on July 1, 2010; (e) nine and one-quarter percent (9.25%) of Compensation, effective for the fiscal years beginning on or after July 1, 2011 and prior to July 1, 2015; and (f) nine and one-half percent (9.5%) of Compensation, effective for the fiscal years beginning on or after July 1, 2015. Once a Member attains the maximum years of Credited Service, he or she shall continue to make Employee Contributions until Retirement.

For fiscal years beginning prior to July 1, 2003, Members contributed seven percent (7.0%) of Compensation to the Plan. Once a Member attained the maximum years of Credited Service, there were no further contributions from the Member.

The duration of the Agreement shall be five (5) years from July 1, 2013 through June 30, 2018. Either party may request negotiations of a new Agreement by giving no less than one hundred eighty (180) days written notice prior to June 30, 2018 to the other party.

IN WITNESS WHEREOF, the parties have caused their names to be signed this 14<sup>th</sup>  
day of September, 2015.

TOWN OF WILTON

W.S. Brennan  
First Selectman

Jacqueline Rochester  
Witness JACQUELINE ROCHESTER

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 2233

J.C. (CQ)  
President

Ken B Gumbly  
Witness