AGREEMENT BETWEEN THE TOWN OF WILTON AND

WILTON POLICE UNION LOCAL #1429 AND CONNECTICUT COUNCIL OF POLICE UNIONS #15, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

The following Agreement is made by and between the Town of Wilton ("the Town") and Wilton Police Union Local #1429 and Connecticut Council of Police Unions #15, American Federation of State, County and Municipal Employees, AFL-CIO ("the Union") and contains the amended provisions of Part I of the Retirement Plan for Employees of the Town of Wilton ("the Plan"). This Agreement is supplementary to the provisions of the existing Part I except as to the duration of the Agreement which shall be as stated below.

- (1) Effective as of March 13, 2021 upon ratification and adoption of the Tentative Agreement on the terms and conditions of a successor pension agreement to the July 1, 2012 through June 30, 2019 agreement, Part I, Section 5(1) of the Plan is deleted, and the following is substituted in lieu thereof:
 - 1) Members shall make Employee Contributions to the Plan as follows:
 - a) For the period from November 30, 1988 to June 30, 1990, each Member of this Part I shall contribute five percent (5%) of Compensation, to a maximum of forty thousand dollars (\$40,000).
 - b) For the period from July 1, 1990 to June 30, 1992, each Member of this Part I shall contribute five percent (5%) of Compensation, to a maximum of forty-two thousand dollars (\$42,000).
 - c) For the period from July 1, 1992 to June 30, 1993, each Member of this Part I shall contribute five percent (5%) of Compensation, to a maximum of forty-seven thousand dollars (\$47,000).
 - d) For the period from July 1, 1993 to April 18, 1999, each Member of this Part I shall contribute six and one-half percent (6.5%) of Compensation, no cap.
 - e) For the period from May 10, 1999 to June 30, 2002, each Member of this Part I shall contribute seven percent (7%) of Compensation, no cap.
 - f) For the period from July 1, 2002 to June 30, 2005, each Member of this Part I shall contribute seven and one-quarter percent (7.25%) of Compensation, no cap.

- g) For the period from July 1, 2005 to June 30, 2014, each Member of this Part I shall contribute seven and three-quarters percent (7.75%) of Compensation received or accrued during each fiscal year ending June 30, no cap.
- h) For the period from July 1, 2014 to June 30, 2018, each Member of this Part I shall contribute eight percent (8%) of Compensation received or accrued during each fiscal year ending June 30, no cap.
- i) For the period on and after July 1, 2018 to March 12, 2021, each Member of this Part I shall contribute eight and one-quarter percent (8.25%) of Compensation received or accrued during each fiscal year ending June 30, no cap.
- j) For the period on and after March 13, 2021 to June 30, 2024, each Member of this Part I shall contribute eight and one-half percent (8.5%) of Compensation received or accrued during each fiscal year ending June 30, no cap
- k) For the period on and after July 1, 2024, each Member of this Part I shall contribute eight and three-quarters percent (8.75%) of Compensation received or accrued during each fiscal year ending June 30, no cap
- (2) Effective as of March 13, 2021 upon ratification and adoption of the Tentative Agreement on the terms and conditions of a successor pension agreement to the July 1, 2012 through June 30, 2019 agreement, Part I, Section 8 of the Plan is deleted, and the following is substituted in lieu thereof:

Section 8 – Review of Retiree's Allowances

It shall be the policy of the Board of Selectmen to review and consider at least once every four (4) years, the effect of any increases in the Consumer Price Index, or similar indices of inflation, on the adequacy of a retiree's allowances. Such review shall consist of, at the minimum, obtaining and examining data on the magnitude of inflation since the most recent adjustment and cost estimates from the Plan actuary on appropriate and reasonable adjustments. The Board of Selectmen shall have the authority, after considering the above factors, to adopt an adjustment and set the duration and extent of such adjustment, if any. No adjustment shall be adopted if the direct or indirect result of such adjustment would impair the actuarial soundness of the Plan.

(3) The Town and the Union agree and understand that the enforcement of the termination language in the Plan document Part V is qualified by the bolded language below:

In the event that the Town deems it advisable to discontinue the Plan or to permanently discontinue contributions thereto, it may do so at any time by written notice to the Administrator and to the Trustees, provided that, and subject to the provisions of Section 5(2) of the Plan, the Town abides by its obligations under collective bargaining agreements then in effect and applicable State law(s).

- (4) Effective as of March 13, 2021 upon ratification and adoption of the Tentative Agreement on the terms and conditions of a successor pension agreement to the July 1, 2012 through June 30, 2019 agreement, the definition of "Compensation" in the 401(a) ICMA Retirement Corporation Governmental Money Purchase Plan ("DC Plan") shall be amended to be the employee's gross income for purposes of the employee's contribution only, and the employee's contribution to the DC Plan shall increase to seven and one-half percent (7.5%) of "Compensation" subject to the Internal Revenue Service's annual cap set for employee contributions to the DC Plan. The definition of "Compensation" for the employer's contribution shall remain unchanged.
- (5) Effective June 30, 2027, the employer's contribution to the DC Plan shall become nine percent (9.0%) of the employee's base pay.

The duration of the Agreement shall be eight (8) years from July 1, 2019 through June 30, 2027. 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, 2027 to the other party.

IN WITNESS THEREOF, the parties have caused their names to be signed this 974 day of 2022.

TOWN OF WILTON

WILTON POLICE UNION LOCAL #1429

Lynne A. Vanderslice First Selectwoman Anna Tornello

President

Witness