

**APPENDIX F**  
**PROVISIONS FOR PARTICIPANTS EMPLOYED AS**  
**PUBLIC WORKS EMPLOYEES**

This Appendix F lists the provisions applicable to Eligible Employees of the Town who are employed by the Public Works department and who are represented by a collective bargaining unit. In the event that the provisions of this Appendix F are inconsistent with the terms contained in the remainder of the Plan, the provisions contained in this Appendix F shall take precedence. For purposes of this Appendix F, "Participant" means an Eligible Employee of the Town employed by the Public Works department and who is represented by a collective bargaining unit.

**1. Entry Date.**

The Entry Date is the first day of the Eligible Employee's employment with the Town. No new Employee shall be an Eligible Employee on and after July 1, 2007.

**2. Picked-up Contributions.**

The Participant's Picked-up Contributions shall be equal to five percent (5%) of the Participant's Earnings for the Plan Year.

**3. Normal Retirement.**

(a) Normal Retirement Date means the first day of the Plan Year closest to the later of (i) the date on which the Participant attains age sixty (60) or (ii) the fifteenth (15th) anniversary of the date on which the Participant commenced participation in the Plan.

(b) A Participant's annual Normal Retirement Benefit shall be equal to two percent (2%) of the Participant's Average Annual Earnings multiplied by the number of years of his or her Benefit Service, provided, that in no event shall a Participant's Normal Retirement Benefit be equal to more than seventy-five percent (75%) of the Participant's Average Annual Earnings.

(c) For purposes of paragraph (b) above, Average Annual Earnings shall mean a Participant's Average Annual Earnings received during the three (3) consecutive Plan Year period preceding the date on which the Participant's employment terminates (or the Participant's period of employment, if shorter) during which the Participant receives the greatest amount of Earnings. In the event a Participant has not completed three (3) full, consecutive Plan Years prior to the date on which the Participant's employment terminates, for purposes of determining a Participant's Average Annual Earnings, the Participant's Earnings for any partial Plan Year shall be determined by dividing the Participant's Earnings for such partial Plan Year by the Participant's number of completed months of Service and by multiplying that number by twelve (12).

**4. Contribution for Prior Service.**

If an Active Participant did not make Mandatory Employee Contributions or Pick Up Contributions commencing on his first day of employment due to the prior provisions of the Plan then such Participant shall be required to make up any such contributions on a retroactive basis by contributing the amount he would have made to the Plan had contributions been required for any such period or periods. Such retroactive Make-up Contributions shall be made in a single lump-sum payment, otherwise they shall be made on an installment basis over a reasonable period of time as determined by the Town. Such Make-up Contributions shall not be picked-up pursuant to Section 414(h) of the Code.

The Town would like to offer Public Works employees hired after June 30, 2007 a hybrid retirement program.

Key components of the **defined benefit** component of the program include:

- Eligible for retirement at age 60 with 15 years of participation
- Monthly pension is equal to 1.25% of average earnings
- Average earnings is highest three consecutive calendar years of total earnings subject to withholding, excluding bonuses, overtime, commissions, and extra pay
- Special benefits are available if employee should become disabled or die prior to retirement
- Employee contributes 3% of pay to the plan
- If employee terminates employment within the first 7 years he or she will not be vested and will receive only a refund of contributions with interest

Key components of the **defined contribution** component of the program include:

- Employee contributes 2% of pay to the plan
- The Town contributes an additional 3% of pay to the plan
- Investments are currently managed by Voya, Inc.
- If employee terminates employment within the first 7 years he or she will not be vested and will receive only a refund of contributions plus any investment earnings on those contributions
- If employee terminates employment after 7 years he or she will be able to transfer his or her entire account balance to another pension plan or to an individual IRA account

ADDENDUM  
TO  
TOWN OF EAST WINDSOR PENSION PLAN  
PROVISIONS FOR PARTICIPANTS EMPLOYED BY  
THE DEPARTMENT OF PUBLIC WORKS

PREAMBLE

**Adoption and Effective Date of Addendum.** This addendum of the Town of East Windsor Pension Plan (the "Plan") is adopted to reflect enhanced retirement benefits for Employees of the Town who are employed by the Town Department of Public Works who are hired on or after July 1, 2007 and are represented by a collective bargaining unit.

The provisions contained herein shall be effective as of January 1, 2016.

**Supersession and Inconsistent Provisions.** This addendum shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this addendum.

**Article I      Definitions**

1.1. "Eligible Employee" means an Employee, excluding: (i) an individual employed by the Town as a certified teacher; (ii) the individual employed by the Town as superintendent of schools; (iii) employees of the Town's Board of Education who are not represented by a collective bargaining unit; (iv) employees covered by the collective bargaining agreement between the Town and the Police Department union who were hired on or after July 1, 2007 and who are not uniformed or investigatory sworn police officers; and (v) temporary or seasonal employees of the Town who are not represented by a collective bargaining unit. An Employee, other than (x) an Employee who is a uniformed or investigatory sworn police officer hired on or after July 1, 2007 and covered by the collective bargaining agreement between the Town and the Police union; and (y) employees covered by the collective bargaining agreement between the Town and the Public Works Union, Local 1303-166 of Council 4, AFSCME, AFL-CIO, who were hired on or after July 1, 2007, who is accruing pension benefits under another defined benefit or defined contribution plan maintained by the Town shall not be considered an Eligible Employee.

**Article II      Appendix F-1**

2.1 Appendix F of the Plan is retitled as "Appendix F-1" and references therein to "Appendix F" shall be to "Appendix F-1"

**Article III      Appendix F-2**

3.1 The following new Appendix F-2 is added to the Plan:

## APPENDIX F-2

### PROVISIONS FOR PARTICIPANTS EMPLOYED BY THE DEPARTMENT OF PUBLIC WORKS HIRED ON OR AFTER JULY 1, 2007

This Appendix F-2 lists the provisions applicable to Eligible Employees of the Town who are employed by the Town Department of Public Works who are hired after July 1, 2007 and are represented by a collective bargaining unit.

#### 1. Definitions. For purposes of this Addendum, the following definitions shall apply:

1.1. "Benefit Service" means the period of a Participant's employment considered in accordance with Section 3 of this Addendum in the determination of the amount of benefits payable to or on behalf of the Participant.

1.2. "Effective Date" means January 1, 2016.

1.3. "Eligible Employee" means any regular full-time Employee hired on or after July 1, 2007 who is a member of Local #1303-166 AFSCME Council 4, AFL-CIO and who is employed by the Town Department of Public Works.

1.4. "Entry Date" means January 1, 2016.

1.5. "Participant" means an Eligible Employee of the Town who is covered under the Plan pursuant to this Appendix F-2.

#### 2. Picked-Up Contributions.

A Participant's Picked-Up Contributions shall be equal to three percent (3%) of the Participant's Earnings for the Plan Year.

#### 3. Normal Retirement Date.

(a) "Normal Retirement Date" means the first day of the Plan Year closest to the later of (i) the date on which the Participant attains age sixty (60) or (ii) the fifteenth (15<sup>th</sup>) anniversary of the date on which the Participant commenced participation in the Plan.

(b) A Participant's annual Normal Retirement Benefit shall be equal to one and one quarter percent (1.25%) of the Participant's Average Annual Earnings multiplied by the number of years of his Benefit Service, provided, that in no event shall a Participant's Normal Retirement Benefit be equal to more than seventy-five percent (75%) of the Participant's Annual Earnings.

(c) For purposes of paragraph (b) above, Average Annual Earnings shall mean a Participant's Average Annual Earnings received during the three (3) consecutive Plan Year period preceding the date on which the Participant's employment terminates (or the Participant's period of employment, if shorter) during which the Participant receives the greatest amount of Earnings. In the event a Participant has not completed three (3) full, consecutive Plan Years prior

to the date on which the Participant's employment terminates, for purposes of determining a Participant's Average Annual Earnings, the Participant's Earnings for any partial Plan Year shall be determined by dividing the Participant's Earnings for such partial Plan Year by the Participant's number of completed months of Service and by multiplying that number by twelve (12).

(d) For purposes of determining Benefit Service, subject to Section 5 herein, a Participant shall receive one twelfth of a year of Benefit Service for each completed calendar month on and after the Employee's Entry Date for which he is credited with 83 or more Hours of Service.

#### **4. Vesting.**

A Participant shall receive vesting credit for all Years of Service including Years of Service prior to the Effective Date.

A Participant shall become vested in his or her benefit under the Plan in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage Vested</u>
Less than seven (7) Years	0%
Seven (7) or more Years	100%

#### **5. Purchase of Benefit Service Credits.**

(a) An Eligible Employee who commenced employment with the Town on or after July 1, 2007 but before January 1, 2016 and who was an Eligible Employee on January 1, 2016 shall be entitled to purchase additional Benefit Service credit for each completed calendar month of service through to December 31, 2015 during which he was a participant in the Town of East Windsor Defined Contribution Plan.

(b) A Participant may purchase Benefit Service credit for any number of the calendar months during which he was a participant in the Town of East Windsor Defined Contribution Plan.

(c) The Benefit Service credit cost shall equal the present value of the benefit the Participant would receive at his Normal Retirement Date for the period of Benefit Service purchased as determined by the Plan's actuary in a reasonable manner using a Participant's Average Annual Earnings determined as of December 31, 2015.

(d) Participants may purchase Benefit Service credits only during the period commencing with the Effective Date and ending March 1, 2016.

(e) The purchase of Benefit Service credits may only be made via a trustee-to-trustee transfer of pre-tax funds from a Section 457(b) plan, Section 403(b) or a Section 401(a) tax-qualified plan permitted under the Internal Revenue Code and under its terms to make a trustee-to-trustee transfer for such purpose, subject approval of the Plan.

IN WITNESS WHEREOF, the Town has caused this Addendum to the Plan to be executed on this 26<sup>th</sup> day of January, 2016

The Town of East Windsor

By Jason E. Bawz  
Pension Board Chairman