

APPENDIX G
PROVISIONS FOR NON-AFFILIATED EMPLOYEE PARTICIPANTS

This Appendix G lists the provisions applicable to Eligible Employees of the Town who are not affiliated with any collective bargaining unit. In the event that the provisions of this Appendix G are inconsistent with the terms contained in the remainder of the Plan, the provisions contained in this Appendix G shall take precedence. For purposes of this Appendix G, "Participant" means an Eligible Employee of the Town who is not affiliated with a collective bargaining unit.

1. Entry Date.

The Entry Date is the first day of the Plan Year on which an Eligible Employee becomes an Active Participant which shall occur coinciding with or following the date he or she completes one Year of Service measured from the Eligible Employee's date of hire.

2. Picked-up Contributions.

The Participant's Picked-up Contributions shall be equal to two percent (2%) of the Participant's base salary 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-five (65) or (ii) the fifth (5th) 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 three quarters percent (1.75%) 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 percent (70%) of the Participant's Average Annual Earnings.

(c) For purposes of paragraph (b) above, "Average Annual Earnings" means the Participant's Average Annual Earnings received during the three (3) consecutive Plan Years immediately preceding the date on which the Participant's employment terminates (or the Participant's period of employment, if shorter). 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).

**AMENDMENT NO. 1
TO THE
TOWN OF EAST WINDSOR PENSION PLAN**

The Town of East Windsor Pension Plan (the "Plan") is hereby amended pursuant to Section 10.1 of the Plan, as follows:

I.

Section 1 of Appendix G to the Plan is amended to read as follows:

Entry Date

The Entry Date is the first day of the Eligible Employee's employment with the Town.

II.

If there shall be any inconsistency between this Amendment No. 1, and the provisions of the Plan, this Amendment No. 1 shall control.

TOWN OF EAST WINDSOR

Date: November 1, 2011

By: Jason R. Boyce
Its Pension Commission Chairman



EAST WINDSOR POLICE DEPARTMENT

*Edward J. DeMarco, Jr.
Chief of Police*

MEMORANDUM OF UNDERSTANDING EMERGENCY MANAGEMENT STIPEND/PAY – DEDUCTIONS AND PENSION

February 16, 2016

East Windsor Police Department

Chief of Police Edward J. DeMarco, Jr., &
Deputy Chief of Police Roger Hart
25 School Street
East Windsor, CT 06088

Town of East Windsor

Robert Maynard
First Selectman
Town of East Windsor
11 Rye Street
Broad Brook, CT 06016

PURPOSE AND SCOPE: This **MEMORANDUM OF UNDERSTANDING OR MOU** is to address the Emergency Management pay received by Chief DeMarco and Deputy Chief Hart to perform the separate job and duties of Director and Deputy Director, respectively. All parties understand they the positions are “at-will” and serve under the direction of Connecticut statute and the control of the First Selectmen. The rate of pay received by the Chief and Deputy Chief will be negotiated from time to time during the town budget process.

UNDERSTANDING: The Town agrees to pay the Police Chief and Deputy Police Chief to perform the duties of Director and Deputy Director of Emergency Management. The town agrees to make pension contributions through regular payroll deductions, and to consider both their Police Chief and Deputy Police Chief, as well as, their Emergency Management Director and Emergency Management Deputy Director pay or stipends as part of their regular earnings for their respective positions, and to be included in pension deductions, calculations, and future pay outs. The contribution rates shall be designated by their employment agreements as the Police Chief and Deputy Police Chief.

FULL-TIME EMPLOYEE STATUS: All parties acknowledge that this MOU and benefit is only being provided to the Chief and Deputy Chief due to their status as current full-time Town of East Windsor employees, as well as, contributing to a Town pension and performing additional duties with Emergency Management.

CLOSING: All parties agree that Emergency Management pay or stipends are considered regular earnings and that the Emergency Management stipend or pay shall be considered in all pension calculations, deductions, and future payouts. This shall begin in the next pay period after signing this MOU and not be retroactive.



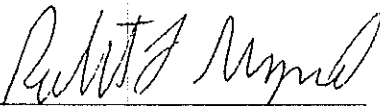
MEMORANDUM READ AND UNDERSTOOD: All parties acknowledge that they have read and understand this Memorandum of Understanding (MOU).

AUTHORIZATION: This Memorandum of Understanding is not a legal undertaking but rather a collaborative effort be completed in the most reasonable and economical manner possible. All parties agree that this is in the best interest of all concerned and signatories and their representative entities will abide by the terms of this MOU to reach the understanding as stated.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily sign and agree to this memorandum of understanding on this 17 day of February, 2016.

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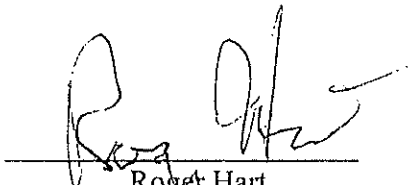
Authorized and ratified by unanimous vote by the Board of Selectmen authorizing the First Selectmen to sign and enter into the MOU at the Selectmen meeting held on **February 16, 2016.**



Robert Maynard
First Selectmen



Edward J. DeMarco, Jr.
Chief of Police



Roger Hart
Deputy Chief of Police

Date: 2/17/16

Date: 2/17/16

Date: 2/17/16

