

# **Bloomfield Police Department**

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## **Retirement Contract**

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## INTRODUCTION - SECTION 1

### 1.1 History of Plan

As of July 1, 1969, the Town of Bloomfield (hereinafter referred to as the "Employer") established a program for providing retirement income and other benefits for certain of its employees and their beneficiaries. This program was set forth in Group Annuity Contract No. GR-2176 issued by Connecticut General Life Insurance Company.

As of January 1, 1976, a decision was made to convert the method of funding benefits to an IPG basis, in order to provide a greater flexibility of funding. In connection with such revision, the Plan had been restated in the form of the Town of Bloomfield (Police) Retirement Income Plan.

Effective January 1, 1979, this program was amended and restated. The name of such amended program was the Town of Bloomfield Police Retirement Income Plan.

As a result of negotiations between the Town of Bloomfield and IBPO Local 335, effective January 1, 1989 the Plan (hereinafter referred to as the "Prior Plan") was further amended and restated in its entirety in the form of this document.

As a result of further negotiations between the Town of Bloomfield and IBPO Local 335 undertaken in October, 1994, the Plan (hereinafter referred to as the "Prior Plan") was further amended and restated in its entirety in the form of this document.

### 1.2 Preservation of Rights Under Prior Plan

Each Participant under the Prior Plan who is in the active employ of the Employer on the effective date of this agreement shall continue to be a Participant under this Plan in accordance with its terms.

Each former employee who is receiving retirement income payments under Prior Plans shall continue to receive such payments in accordance with the terms of the Prior Plans.

Each former employee who terminated employment prior to January 1, 1979 or January 1, 1989, as the case may be,

with a vested retirement income benefit under the Prior Plan and who had not commenced receiving retirement income benefits on such date, will be eligible to receive retirement income on his retirement date, as determined by his coverage under any Prior Plan.

- 1.3 No provisions of this Plan shall operate to diminish or otherwise adversely affect the amount or terms of retirement income accrued in respect to a Participant's coverage under any Prior Plan. It is the intent of this agreement to provide stability in the benefits provided to the participants of the plan.

## DEFINITIONS - SECTION 2

### 2.1 Definitions

- (A) Employer - Town of Bloomfield
- (B) Effective Date - July 1, 1969
- (C) Plan Year - the period of twelve consecutive months commencing on July 1, 1969 and on each July 1 thereafter.
- (D) Plan Conversion Date - Date of Signing, retroactive 60 days.
- (E) Fund - the fund or funds established by separate written agreement between the Employer and an insurance company and/or trustee or trustees for the purpose of accumulating contributions made in accordance with the Funding of Benefits Section and paying the benefits described in certain other sections of this Plan.
- (F) Employee - any individual in the employ of the Employer whose customary employment is for 30 hours or more per week.
- (G) Participant - any Employee who becomes covered under this Plan.
- (H) Retired Participant - any employee who is a participant of this plan and who retires in accordance with the provisions of this plan.
- (I) Retirement Date - the date on which the payment of a Participant's retirement income is to commence, as determined in accordance with the further terms of the Plan.
- (J) Normal Retirement Date - the first day of the month coincident with or immediately following the month in which the Employee has completed twenty-five (25) years of Credited Service.
- (K) Service - continuous employment with the Employer, as determined in accordance with the following provisions:
  - (l) Absence from employment with the Employer on account of a leave of absence granted by the Employer shall not be considered an

interruption of Service for the purposes of this contract unless the Employee fails to return to active Service with the Employer within two years of the date on which such leave of absence commenced in which event his employment will be deemed terminated as of the end of such two-year period. However, the period of absence from active employment with the Employer on account of a leave of absence granted by the Employer shall not be considered in determining the number of years of Service of the Employee.

- (2) Absence from employment with the Employer on account of entrance into the Armed Forces of the United States for active duty shall not be considered an interruption of Service for the purposes of this contract unless the Employee fails to return to active Service with the Employer within 90 days of his release from active duty with such Armed Forces in which event his employment will be deemed to have terminated as of the end of such 90-day period. However, the period of absence from active employment with the Employer on account of entrance into the Armed Forces of the United States for active duty shall not be considered in determining the number of years of Service of the Employee, unless it is required to be counted by federal or state law, and providing the Participant returns to active Service with the Employer during the period provided by law.
- (3) Absence from employment with the Employer shall be included as Service during the period of any Service-connected Permanent and Total Disability (as defined in Section 2.1(W)), if incurred prior to the Participant's Normal Retirement Date. Such Service shall not accrue past the Participant's Normal Retirement Date.
- (4) Notwithstanding anything above to the contrary, the following employment periods will not be credited as Service for the purposes of the Participant's vesting status:
  - (a) Any employment period prior to the Effective Date if the Participant did not become covered on the Effective Date, and

- (b) Any employment period during which the Participant was eligible to make Participant Contributions under the Plan, but did not have a payroll deduction authorization in effect.
- (L) Credited Service - that portion of a Participant's Service which is included for purposes of determining the amount of his accrued retirement income. With respect to any employment period, a Participant's Credited Service shall include employment with the Employer, corresponding with Service allowed, except:
  - (1) Service while the Participant is in other than a Police Officer or Dispatcher job or Animal Control Officer classification.
  - (2) Service after 27 years in a Police Officer or Dispatcher or Animal Control Officer classification
  - (3) Service while the Participant is covered by any other pension plan to which the Employer makes contributions on his behalf, other than the Social Security Act.
  - (4) Service while he is covered by a collective bargaining agreement with the Employer where there is evidence that benefits have been the subject of good faith bargaining and the employee representatives have opted for an alternative benefit.
  - (5) Service during a leave of absence or while on active duty with the Armed Forces of the United States, unless the absence is required to be counted by federal or state law, and the Participant returns to active Service during the period provided by law.

In no event will any Service be counted as Credited Service during which the Participant was eligible to make Participant contributions under the plan, but did not have a payroll deduction order in effect.

Notwithstanding anything above to the contrary, Credited Service shall include Service during the period of any Service-connected Permanent and Total Disability as defined Section 2.1(W), but not

beyond the Participant's Normal Retirement Date.

A Participant's Credited Service shall be counted in whole years and full months.

- (M) Termination of Employment - a Participant's cessation of Service for reason other than retirement or death.
- (N) Spouse - the lawful wife of a male Participant, or the lawful husband of a female Participant.
- (O) Vesting Percentage - the percentage which may be applied to a Participant's accrued retirement income in accordance with the further terms of the Plan, as determined below:

Years of Service	Percentage
If he has 10 years:	100%
If he has less than 10 years:	0%

- (P) Adjustment Factor - the appropriate adjustment factor(s) which may be applicable to a Participant's retirement income in accordance with the further terms of the Plan, as shown in the Tables Section attached hereto.
- (Q) Earnings - total compensation received during a twelve (12) month period including regular pay, overtime pay, bonuses, and pay-back for accrued time.
- (R) Final Earnings - earnings received during the thirty-six (36) consecutive months or the three highest consecutive calendar years, if greater.

An example of this procedure is as follows:

A Patrol Officer with 25 years of service, receiving Step 5 pay of \$1744.00 bi-weekly elects to retire July 1, 1994.

The formula is:

Wages July 1, 1994 - July 1, 1993 = \$40,000.00

Wages July 1, 1993 - July 1, 1992 = \$35,000.00

Wages July 1, 1992 - July 1, 1991 = \$30,000.00

Payment for Accrued Time = \$39,000.00

Total Earnings \$144,240.00 / 3 years = \$48,080.00

Retirement calculation = .625 x \$48,080.00 = \$30,050.00 annually.

(S) Permanent And Total Disability - For the purposes of the Plan, a Participant is permanently and totally disabled when he suffers a condition of bodily injury or disease which renders him wholly unable to engage in any occupation or employment for wage or profit and which is expected to be permanent and continuous during the remainder of his life, exclusive of a condition resulting from military service for which a government pension is payable.

In determining whether or not a Participant is or continues to be disabled, the Employer may require the Participant to furnish such medical evidence or other relevant data as the Employer deems necessary or desirable. Failure of a Participant to furnish such evidence or data when requested shall be sufficient reason for the Employer to determine that the Participant is not or is no longer disabled.

A Participant will not cease to be deemed disabled solely because he engages in gainful employment for purposes of rehabilitation as approved by the Employer.

(T) Accrued Benefit - the yearly retirement income commencing on the Participant's Normal Retirement Date determined in accordance with Sections 4 and 6, as if the Participant's Termination of Employment occurred on the date of termination and he had a Vesting Percentage of 100%.

(U) Employee Accrued Benefit - that portion of the Participant's Accrued Benefit which is derived from the Participant's Contributions.

The Employee Accrued Benefit shall not exceed the Participant's Accrued Benefit. The Participant's right to his Employee Accrued Benefit shall be nonforfeitable.

(V) Employer Accrued Benefit - that portion of the Participant's Accrued Benefit which is derived from Employer contributions. The Employer Accrued Benefit is equal to the excess of the Participant's Accrued Benefit over his Employee Accrued Benefit.

## PARTICIPATION - SECTION 3

### 3.1 Eligibility for Participation

Each Employee who was covered under the Prior Plan on the day before January 1, 1989, and whose Service had not previously ceased, will continue to be a Participant under this plan on and after January 1, 1989.

Each other Employee will be eligible to become a Participant under this plan on the Plan Conversion Date, or the first day of the month thereafter when he first meets the following requirement:

He is in a police officer, or dispatcher, or animal control officer job classification.

### 3.2 Date of Participation

Each employee must become a Participant under this plan at date of employment by completing and delivering to the Employer a payroll deduction authorization.

#### NORMAL RETIREMENT INCOME - SECTION 4

4.0 Participants desiring to retire will be encouraged to give one year's written notice of intent to retire and will be required to provide six (6) months written notice prior to the day they wish to end their employment. The notices of intent will be revocable (in writing) at any time. In the event of extraordinary and documentable changed circumstances, employees will be able to retire without providing six months prior intent but their pension benefits, although retroactive to the date of retirement will be delayed in payment for three (3) months.

##### 4.1 Basic Formula

The yearly amount of basic retirement income payable under the Plan is determined as follows:

2.50% of the Participant's Final Earnings  
multiplied by his years of Credited Service  
to a maximum of twenty-seven (27) years.

##### 4.2 Eligibility and Commencement - Normal Retirement Income

Each Participant who retires from the employ of the Employer on his Normal Retirement Date will receive a normal retirement income commencing on such date.

##### 4.3 Amount of Normal Retirement Income

The yearly amount of normal retirement income payable to such Retired Participant will be equal to the amount described in subsections (A) or (B) below, whichever applies:

- (A) The Retired Participant's yearly retirement income shall be the amount determined in Section 4.1.
- (B) If, in lieu of (A) above, the Retired Participant elects to receive his retirement income on the basis of one of the optional forms of payment provided in accordance with the further terms of the Plan:

The Retired Participant's yearly retirement income shall be determined by adjusting the amount determined in Section 4.1 in the manner described in the appropriate Optional Form of Payments Section.

#### 4.4 Maximum Benefit

The maximum benefit payable to any Retired Participant under this plan shall not exceed 67.5% of the Participant's final earnings as defined in Section 2.1 (R) of this Plan.

## EARLY AND LATE RETIREMENT INCOME - SECTION 5

### 5.1 Eligibility and Commencement - Early Retirement Income

With the consent of the Employer, each Participant who retires from the employ of the Employer within the 10-year period immediately prior to his Normal Retirement Date may receive an early retirement income, provided he has completed 10 years of Service. Payment of this retirement income will commence on the first day of any month between the date the election is made and the Participant's Normal Retirement Date, as specified by the Participant in his election.

### 5.2 Amount of Early Retirement Income

The yearly amount of early retirement income payable to this Retired Participant will be equal to the amount described in the applicable subsection or subsections of Section 4.3, based on Credited Service to the date the Participant's employment ceases, and then adjusted by:

- a. reducing by .5% for each month by which the Participant's Retirement Date precedes his Normal Retirement Date up to year twenty (20) and/or
- b. reducing by .0833% for each month (1% per year) between year twenty (20) to the participant's normal retirement date.

### 5.3 Eligibility and Commencement - Late Retirement Income

A Participant's employment with the Employer may continue after his Retirement Date. The Participant shall accrue Credited Service during such period, up to a maximum of twenty seven (27) years, provided he continues to contribute to the plan. Late retirement income shall commence on the first day of the month immediately following the calendar month in which his employment ceases by reason other than death.

### 5.4 Amount of Late Retirement Income

The yearly amount of late retirement income payable to such Retired Participant will be equal to the amount described in the applicable subsection or subsections of Section 4.3, based on years of Credited Service and Final Earnings when the Participant actually retires.

However, in no event shall a Participant have in excess of twenty-seven (27) years of Credited Service.

TERMINATION OF EMPLOYMENT AND  
VESTED RETIREMENT INCOME - SECTION 6

6.1 Eligibility and Commencement - Vested Retirement Income

Each Participant whose Termination of Employment occurs, and who will not receive early or normal retirement income in accordance with the preceding sections, will be eligible to receive a vested retirement income, commencing upon his Normal Retirement Date, provided his Vesting Percentage is other than 0%.

With the consent of the Employer, such a Participant may instead elect to receive retirement income commencing on the first day of any month following the date the election is made and within the 10-year period immediately preceding his Normal Retirement Date, as specified by the Retired Participant in his election.

6.2 Amount of Vested Retirement Income

The yearly amount of vested retirement income payable to such Retired Participant will be equal to the amount described in section 4.3 as in effect on his Termination of Employment date, based on Credited Service to the date the Retired Participant's employment ceases, and then adjusted as described in Section 5.2(a) or (b) or both as the case maybe.

## NORMAL FORM OF PAYMENT - SECTION 7

### 7.1 Normal Form of Payment - Modified Cash Refund

The normal form of payment is the Modified Cash Refund form. This form provides that payments will be made to a Retired Participant in a level amount during his lifetime.

Upon the Retired Participant's death, there will be paid to his Beneficiary an amount equal to the excess, if any, of the Participant's Contributions, together with Credited Interest computed thereon to his Retirement Date, over the sum of all retirement income payments made to the Retired Participant.

### 7.2 Optional forms of Payment

In lieu of receiving his retirement income on the normal form applicable to his coverage, a Retired Participant may elect to receive a benefit of equal value based on one of the optional forms of payment provided in accordance with the further terms of the Plan.

### 7.3 Election of Option

The election of an option must be made at least six months prior to the Participant's Retirement date or Normal Retirement Date, whichever is earlier.

If a Participant elects a Contingent Pensioner, the reduced amount of retirement income payable to him must be more than 50% of the retirement income payable to the Retired Participant had the option not been elected, if the Contingent Pensioner is not the Participant's Spouse; otherwise, such election will be inoperative.

If the option is in effect when a Participant elects an early Retirement Date, such option will remain effective provided the Participant furnishes evidence of his good health to the Employer. If such evidence is not furnished, this option will cease to be effective, but will again become effective on the Participant's Normal Retirement Date or the first anniversary of his early Retirement Date, whichever is earlier, if the Participant is living on such date.

Subject to the written consent of the Employer, a Participant may revoke, modify, or change his election of an option at any time before his Retirement Date by

filng written notice with the Employer. However, a Participant may not elect more than one option to be effective at the same time.

#### 7.4 Payment of Retirement Income to Participant

A Retired Participant's retirement income will be payable monthly, with each payment equivalent to 1/12 of the yearly amount. The first of such monthly payments will be made at the Retired Participant's Retirement Date, with subsequent monthly payments being made at the first of each month thereafter until the Retired Participant's death occurs.

RETIREMENT INCOME: OPTIONAL FORMS OF  
PAYMENT - SECTION 8

8.1 Contingent Pensioner Option

The Participant who elects this option will receive a reduced amount of retirement income during his lifetime, so that after his death retirement income in the same amount (or 66 2/3% or 50% thereof, as specified in the election) will be paid for the life of the Contingent Pensioner designated by the Participant, if surviving the Retired Participant.

If the option is in effect on the Participant's Retirement Date, the amount of retirement income payable to the Retired Participant will be determined by multiplying the amount which would otherwise be payable to him, assuming the normal form described in Section 7.1 is effective, by the appropriate Adjustment Factor.

This option will be inoperative if the Contingent Pensioner dies before the Participant's Retirement Date or the Participant dies before his Retirement Date and the terms of the next paragraph are not applicable.

If a Participant who has elected this option dies on or after his Normal Retirement Date, but before his retirement income is due to commence, his Contingent Pensioner will receive retirement income payments beginning on the first day of the month next following the Participant's death and continuing for the balance of his life.

These retirement income payments will be equal to the amount which would have been payable to the Participant had he retired hereunder on such first day of the month with the option in effect, as adjusted by the continuation percentage (100%, 66 2/3% or 50%) elected by the Participant.

8.2 Years Certain and Life Option

The Participant who elects this option will receive a reduced amount of retirement income during his lifetime, so that if his death occurs within the years certain period commencing upon his Retirement Date as specified in the election (5, 10 or 15 years), retirement income in the same amount will be paid to the Beneficiary designated by the Participant for the balance of this years certain period.

If the option is in effect on the Participant's Retirement Date, the amount of retirement income payable to the Participant will be determined by multiplying the amount which would otherwise be payable to him, assuming the normal form described in Section 7.1 is effective, by the appropriate Adjustment Factor.

This option will be inoperative if the Participant dies before his Retirement date or Normal Retirement Date, whichever is earlier.

If a Participant who has elected this option dies on or after his Normal Retirement Date, but before his retirement income is due to commence, his Beneficiary will receive retirement income payments beginning on the first day of the month next following the Participant's death and continuing until the end of the years certain period specified by the Participant. These retirement income payments will be in the same amount as would have been payable had the Participant retired hereunder on such first day of the month with the option in effect.

#### 8.3. Installment Refund Option

The Participant who elects this option will receive a reduced amount of retirement income during his lifetime, so that if his death occurs within the first ten years and one month certain period commencing upon his Retirement Date, retirement income in the same amount will be paid to the Beneficiary designated by the Participant for the balance of this years certain period.

If the option is in effect on the Participant's Retirement Date, the amount of retirement income payable to the Participant will be determined by multiplying the amount which would otherwise be payable to him, assuming the normal form described in Section 7.1 is effective, by the appropriate Adjustment Factor.

This option will be inoperative if the Participant dies before his Retirement Date or Normal Retirement Date, whichever is earlier.

If a Participant who has elected this option dies on or after his Normal Retirement date, but before his retirement income is due to commence, his Beneficiary will receive retirement income payments beginning on the first day of the month next following the Participant's death and continuing until the end of the first ten years and one month certain period. These retirement income payments will be in the same amount as would have

been payable had the Participant retired hereunder on such first day of the month with the option in effect.

## DEATH BENEFITS AND BENEFICIARY PROVISIONS - SECTION 9

### 9.1 Death Before Retirement Date

If a Participant dies before his Retirement Date or Normal Retirement Date, whichever is earlier, the Participant's Beneficiary will receive a refund equal to:

the Participant's Contributions together with Credited Interest computed thereon to his date of death.

If a Participant dies on or after his Normal Retirement date and before his late Retirement Date and an optional form of payment was in effect on such Retired Participant's death, any benefit payable will be in accordance with such form. If on such Retired Participant's death no optional form was in effect, his Beneficiary will receive a refund of his Participant's Contributions with Credited Interest computed thereon to the date of the Retired Participant's death.

### 9.2 Death After Retirement Date

Upon the death of a Retired Participant on or after his Retirement Date (or if the Contingent Pensioner form of payment is in effect, upon the death of the survivor of the Participant and Contingent Pensioner), the Participant's Beneficiary will receive a refund equal to the excess, if any, of (A) over (B) below, where

- (A) is the Participant's Contributions together with Credited Interest computed there on to his Retirement Date, and
- (B) is the sum of accrued retirement income payments made to the Retired Participant (and any other payee, if any).

No such refund will be paid if the Years Certain and Life or Installment Refund optional form of payment is in effect upon the death of the Participant.

### 9.3 Beneficiary

If a death benefit may become payable to a Beneficiary because of a Participant's coverage, the Participant will designate a Beneficiary, and may change from time to time, his designation of Beneficiary by filing a written notice with the Employer.

If a death benefit becomes payable upon the death of the Participant, it shall be paid to the Beneficiary most recently designated by the Participant, if then living. If a designated Beneficiary is not living at the time such a death benefit becomes payable, or if no beneficiary has been designated, the death benefit shall be paid to the Participant's widow or widower, if living; otherwise, in equal shares to surviving children of the Participant; and in the event none of the above-named individuals survives the Participant, the death benefit shall be paid to the executor or administrator of the Participant.

#### 9.4 Group Life Insurance

Each participant who retires after January 1, 1979 shall receive a group life insurance policy in the face amount of \$25,000. Effective January 1, 1985 the face amount shall be \$50,000. Each participant who retires after the effective date of this agreement shall receive a group life insurance policy in the face amount of \$75,000.

## DISABILITY BENEFIT - SECTION 10

### 10.1 Participant's Disability Coverage

Benefits payable as a result of a disability incurred prior to August 1, 1979 will be payable in accordance with the terms of the Prior Plan.

Effective August 1, 1979, the Employer will provide, at his cost, long-term disability income insurance which will be in lieu of any disability benefits formerly provided under this Plan.

Each Participant receiving benefits under such long-term disability insurance shall be eligible to receive retirement income benefits under this Plan as of the latest of:

- (A) the Participant's Normal Retirement Date;
- (B) the Date of commencement of Late Retirement income (Section 5.3); or
- (C) the first day of the month coincident with or immediately following the Participant's 65th birthday.

PARTICIPANT'S CONTRIBUTIONS: SPECIAL  
PROVISIONS - SECTION 11

11.1 Amount of Participant's Contributions

During each calendar year in which a Participant receives Earnings and has a payroll deduction order in effect, the Employer shall deduct Participant's Contributions in an amount equal to:

6.4% of such Earnings

No Participant's Contributions, however, shall be deducted during a period in which the Participant is not accruing Credited Service.

11.2 Credited Interest

Participant's Contributions deducted as provided above shall be paid by the Employer to the Fund and shall be accumulated therein with Credited Interest.

Credited Interest on a Participant's Contributions means interest for the number of full months from January 1 following the date each such contribution was paid to the Fund to the date specified herein.

The rate of Credited Interest is 5% per annum, compounded on each January 1. Any change in the rate of Credited Interest will apply to interest allowed for months occurring after the effective date of change.

11.3 Refund of Participant's Contributions to Participant

If a Participant's Service ceases by reason other than death prior to his Normal Retirement Date, he may elect prior to or on his Retirement Date to receive a refund of his Participant's Contributions together with Credited interest computed thereon to the date the election is made.

Upon the election of such refund, a Participant will forfeit his Accrued Benefit.

11.4 Minimum Retirement Income

If a Participant's Service ceases by reason other than death prior to his Normal Retirement Date, he will be eligible to receive a minimum retirement income, commencing on his Normal Retirement Date, equal to the amount which can be provided by his own contributions with interest.

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A Minimum retirement income, as described above, will not be payable if the Participant previously received a refund of his Participant's Contributions plus Credited Interest.

## FUNDING OF BENEFITS - SECTION 12

### 12.1 Contributions to the Fund

The Employer shall pay Participant's Contributions, when deducted, to the Fund. From time to time, the Employer shall make such additional contributions to the Fund as the Employer determines are required to maintain the Plan on a sound actuarial basis. In determining the amounts and incidence of such contributions, the Employer will take into account such actuarial recommendations as may be provided by an enrolled actuary as defined by Public Act No. 77-468.

### 12.2 Fund for Exclusive Benefit of Participants

The Fund is for the exclusive benefit of Participants and other persons who may become entitled to benefits hereunder, and may also be used to pay any reasonable expenses arising from the operation of the Plan. Prior to the satisfaction of all liabilities for benefits provided hereunder, no contribution made to the Fund will be refunded to the Employer unless a contribution was made in recognized actuarial error.

### 12.3 Adjustments to the benefits of retirees

The benefits described in this plan are based upon an actuarial assumption that the rate of return on investment will be 8.5 percent per year.

When the actual rate of return on investment has exceeded the assumed rate of return by three percentage points or more for two consecutive yearly earning periods, there shall be a two percent upward adjustment to those retired under the provision of this agreement. If benefits adjustments are made, it shall only apply to those who retired under the provision of this pension agreement and not preceding or successive agreements.

## PLAN ADMINISTRATOR - SECTION 13

### 13.1 Appointment and Acceptance

The Employer has appointed a Plan Administrator of this Plan by designating either an individual to act in this capacity or office or position whose occupant will act in this capacity. The person designated as Plan Administrator shall signify acceptance of this position in writing.

### 13.2 Duties and Authority

The Plan Administrator shall administer the Plan on behalf of the Employer in a nondiscriminatory manner for the exclusive benefit of Participants and their beneficiaries.

The Plan Administrator shall perform all such duties as are necessary to operate, administer and manage the Plan in accordance with the terms thereof, including but not limited to the following:

- (A) To determine all questions relating to a Participant's coverage under the Plan,
- (B) To maintain all necessary records for the administration of the Plan,
- (C) To compute and authorize the payment of retirement income and other benefit payments to eligible Participants and beneficiaries,
- (D) To interpret and construe the provisions of the Plan and to make regulations which are not inconsistent with the terms thereof,
- (E) To advise or assist Participants regarding any rights, benefits or elections available under the Plan.

The Plan Administrator shall take such actions as are necessary to establish and maintain the Plan as a retirement program which is at all times in full and timely compliance with any law or regulation having pertinence to this Plan.

The Plan Administrator shall be granted by the Employer all reasonable powers necessary or appropriate to accomplish his duties as Plan Administrator.

There shall be a committee established consisting of the Town Manager and/or the Plan Administrator, the Director of Finance and two members of the Bargaining Unit appointed by the Union Executive Board of I.B.P.O. Local 335 which shall meet quarterly to discuss and review the status of the fund.

#### 13.3 Expenses and Assistance

All reasonable expenses necessary to operate and administer the Plan shall be borne by the Employer. The Employer shall furnish the Plan Administrator with such clerical and other assistance as is required in the performance of his duties.

#### 13.4 Participants and Other Payees - Data

Participants and other persons affected by the Plan shall furnish the Plan Administrator, upon request, such documents, evidence or information which the Plan Administrator considers necessary or desirable for the purpose of administering the Plan. The Plan Administrator may cause to be withheld any benefit payment, otherwise due the Participant or other person, until the required document, evidence or other information is so furnished.

#### 13.5 Resignation and Removal of Plan Administrator

The Plan Administrator may resign at any time by delivering to the Employer a written notice of resignation, to take effect at a date specified therein. Such date should not be less than 30 days after the delivery of the resignation, unless waived by the Employer.

The Plan Administrator may be removed with or without cause by the Employer through delivery to him of written notice of removal, to take effect at a date specified therein.

#### 13.6 Appointment of Successor Plan Administrator

In the event the office of Plan Administrator is vacant, the Employer shall promptly designate a successor Plan Administrator who must signify acceptance of this position in writing. In the event no successor is appointed, the Board of Directors or other governing body of the Employer shall function as the Plan Administrator until a new Plan Administrator has been appointed and has accepted such appointment.

### 13.7 Plan Administration - Miscellaneous

- (A) Filing a Claim for Benefits. A Participant or Beneficiary shall notify the Plan Administrator of a claim for benefits under the Plan. Such request may be in any form adequate to give reasonable notice to the Plan Administrator and shall set forth the basis of such claim and shall authorize the Plan Administrator to conduct such examinations as may be necessary to determine the validity of the claim and to take such steps as may be necessary to facilitate the payment of any benefits to which the Participant or beneficiary may be entitled under the Plan.
- (B) Denial of Claim. Whenever a claim for benefits by any Participant or Beneficiary has been denied, written notice prepared in a manner calculated to be understood by the Participant will be provided, setting forth the specific reasons for the denial and explaining the procedure for an appeal and review of the decision by the Plan Administrator.
- (C) Governing Law. The Retirement Income Plan and any amendments thereto shall be in complete compliance with all Federal and Connecticut State Laws governing municipal retirement plans.
- (D) Masculine and Feminine, Singular and Plural. In construing the text of this Plan, the masculine shall include the feminine and the singular shall include the plural, and the plural, the singular wherever the context shall plainly so require.
- (E) Reference to Laws. Any reference herein to any section of the Federal Internal Revenue Code, or any other statute or law shall be deemed to include any successor statute or law of similar import.
- (F) Non-Assignment. All retirement income payments, and other payments, are provided for the Participant or other payee for the support and benefit of such payee, and shall not be assigned or anticipated, and shall be free from the claims of all creditors, to the fullest extent permitted by law.
- (G) Small Benefits. In cases where the monthly installment of retirement income would be less than \$10.00, the Plan Administrator may adopt alternate payment procedures in lieu of making

monthly installments, provided that a benefit of equivalent value is paid.

- (H) Limitation. Participation in the Plan shall not grant any Participant the right to be retained in the service of the Employer or any other rights other than those to which he is entitled under relevant law or regulations.
- (I) Divestment of Benefits for Cause Precluded. In no event may a Participant be divested for cause of retirement income or other benefits which he is eligible to receive.
- (J) Overpayment or underpayment. In case of misstatement or error, there shall be no liability for any greater payment than that which would be payable on the basis of the true facts. Overpayments may be deducted from and underpayments may be added to any payments due under the Plan, or shall be otherwise corrected.

## AMENDMENT AND TERMINATION OF PLAN - SECTION 14

### 14.1 Amendment - General

The Employer reserves the right to amend or modify the Plan in whole or in part from time to time. No such action shall adversely affect the accrued benefits of Participants, provided, however, that the Employer may make any amendment or modification (of retroactive effect, if necessary) to establish and maintain the Plan's qualification under Section 401(a) of the Federal Internal Revenue Code.

### 14.2 Amendment - Merger or Consolidation of Plan

This Plan may be amended by the Employer to provide for the merger or consolidation of the Plan with another retirement plan, or for the transfer of assets and liabilities hereunder to another retirement plan. Such an event, however, may not occur unless each Participant would receive a retirement benefit under such other retirement plan after the merger, consolidation or transfer (assuming that plan had then terminated) which is at least as great as the benefit he would have received under this Plan immediately prior to the merger, consolidation or transfer (assuming this Plan had then terminated).

### 14.3 Partial Termination of Plan

In the event a partial termination of the Plan occurs with respect to a specified group or groups of Participants, the Employer shall cause to be allocated and segregated for the benefit of such Participants a proportionate interest in the Fund. Such proportionate interest shall be determined by an enrolled actuary and applied by the Employer to provide retirement income to such Participants in accordance with the following terms of this section.

### 14.4 Termination of Plan

The Employer intends to continue the Plan indefinitely, but reserves the right to terminate it at any time. The date when the Plan is terminated shall be referred to in this section as the Plan Termination Date.

As of the Plan Termination Date, retirement income accrued on account of Participants' coverage hereunder shall be nonforfeitable to the extent then funded.

After any final expenses and premiums for repurchasing all Prior Annuities have been withdrawn from the Fund, the Employer shall cause the amount remaining in the Fund to be allocated according to the following categories, in the order given:

- (A) First, there shall be allocated an amount necessary to provide each Participant's Employee Accrued Benefit and
- (B) Second, there shall be allocated an amount necessary to provide retirement income for Participants and other individuals who, three years prior to the Plan Termination Date, were either receiving retirement income, or would have been eligible to receive retirement income had they then retired. (For this purpose, "retirement income" means retirement income determined for the Participant or individual in accordance with provisions of the Plan in effect 5 years prior to the Plan Termination Date.)
- (C) Third, there shall be allocated an amount necessary to provide all other retirement income which vests in each Participant in accordance with Section 6, assuming that the Plan Termination Date is his Termination of Employment Date.
- (D) Fourth, there shall be allocated an amount necessary to provide all other retirement income accrued by Participants as of the Plan Termination Date but not then vested in accordance with Section 6.

The amount necessary to provide the retirement income specified in each of the above categories shall be determined in accordance with annuity purchase rate assumptions selected by the Employer in accordance with such governmental regulations as may apply.

Amounts allocated on a Participant's behalf under any category above shall be appropriately adjusted if:

- (A) An amount has been allocated on such Participant's behalf under a prior category, and/or
- (B) All or a portion of a Participant's retirement income has been guaranteed under an insurance company contract prior to the Plan Termination Date.

If the amount available for allocation under any category is not sufficient to fully provide retirement income specified for such category, a pro rata allocation of the amount available will be made and reduced retirement income will be provided to the extent possible.

The Internal Revenue Service may require that the Fund be allocated in a manner different than that specified above in order to meet nondiscrimination requirements.

In the event a Participant elects a refund of his Participant's Contributions together with Credited Interest after the Participant's Termination of Employment date, there will remain to his credit the Employer Accrued Benefit.

After the assets of the Fund have been withdrawn and allocated in accordance with the preceding terms of this section, any amount remaining in the Fund will be returned to the Employer.

Notwithstanding the foregoing provisions, the amount of any retirement income otherwise to be provided in accordance with this section will be restricted in accordance with the next section to any extent required.

#### FUTURE NEGOTIATIONS - SECTION 15

This agreement shall be effective on the date of signing and continue in effect. If either the Participants or the Town wishes to re-open negotiations for the purpose of amending this retirement plan, they may do so as of January 1, 2005. Any changes that result from those negotiations will effect only those participants joining the plan after the effective date of this agreement.

## SECTION 16 - BUY BACK OF UNUSED SICK DAYS

16.1 Participants will be paid for accrued sick leave at the following rate:

- 1) Participants of the plan prior to June 30, 1989 will be paid for 100% of their accrued sick time upon retirement up to a maximum of 150 days. *11/23/94*
- 2) Participants hired between July 1, 1989 and the effective date of this agreement will be paid for 100% of their accrued sick time up to a maximum of 30 days upon retirement. These participants who, upon retirement, have accrued an additional 120 days of sick leave shall receive six (6) months of additional credited service. For example: A Participant retiring with 20 years of service and 150 days of accrued sick leave will be paid for 30 of those days and retire with 20 years 6 months of credited service.
- 3) Participants hired after the effective date of this agreement who, upon retirement, have accrued 120 days of sick leave shall receive six (6) months of additional months of credited service. *11/23/94*

*Medical Self Insurance Fund*

## SECTION 17 - HEALTH INSURANCE:

- 1 (A) Effective upon the signing of this agreement, each employee who is a participant in this Plan shall have deducted from the gross amount of each of his/her pay check the sum of 1% and the Town shall establish a fund with this amount to assist in providing for retiree medical insurance.
- 1 (B) The Town shall make available to each full-time employee who retires after July 1, 1989 and his/her enrolled dependents Major Medical, Blue Cross Hospitalization and Blue Shield coverage as if the said retired employee were still working. This coverage shall be provided from the day of retirement until the date upon which said retiree and/or spouse become eligible for Medicare or some other national health insurance program or until age sixty-five (65) whichever is sooner, except that coverage will not be extended to retirees who are eligible to receive health or life insurance benefits of a comparable nature, from or through another employer. The Town shall pay one hundred percent (100%) of the retiree's premium and sixty-six and two thirds percent (66-2/3%) of the additional cost of dependent coverage and the retiree shall pay the remaining costs.

## 2. MEDICARE SUPPLEMENTAL

On the effective date of this agreement, each participant in this plan shall have deducted from the gross amount of each of his/her pay check the sum of .5% and the Town shall establish a fund with this amount to provide for supplemental medicare insurance for the retiree and his/her spouse. The supplemental medicare insurance shall be Blue Cross/Blue Shield Medicare Policy 65 High Option and 65 Plan 81 or their equivalent. For the purpose of this section, and this section only, negotiations will be re-opened January 1, 2005 for the purpose examining the viability of the fund to support future retirees. Four options will be available to the negotiators at that time:

- A) To continue the fund as stated above.
- B) To increase the Participants contribution
- C) To reduce the Participants contribution
- D) To discontinue the fund, leaving in the amount required to sustain the coverage for those participants already retired based on actuarial

figures and rebate the remainder plus interest to those participants not yet retired.

3. Any employee who terminates employment before that employee is eligible to retire and who withdraws his contributions from the retirement income plan shall have returned to him, any contributions to the retiree medical fund deducted from his wages along with credited interest of four percent (4%).

Agreed to and signed on this the 23<sup>rd</sup> day of NOVEMBER  
19<sup>44</sup> by its duly authorized officers.

TOWN OF BLOOMFIELD

FOR THE UNION

Howard Chapman Jr.  
TOWN MANAGER

Michelle Costello  
CHAIRMAN,  
PENSION COMMITTEE  
IBPO LOCAL 335

Barrie D. Wilson  
WITNESS

Mark A. Dickenson  
PRESIDENT, IBPO LOCAL 335

12/94

Agreed to and signed on this the \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_ by its duly authorized officers.

TOWN OF BLOOMFIELD

FOR THE UNION

TOWN MANAGER

CHAIRMAN,  
PENSION COMMITTEE  
IBPO LOCAL 335

WITNESS

PRESIDENT, IBPO LOCAL 335

TABLE A  
ACTUARIAL ADJUSTMENT FACTORS

Normal Form of Annuity

		Actuarial Adjustment Factor
1. Single Life Annuity (without ancillary benefits)		1.0
	Actuarial Adjustment Factor	
	Joint & 50% Survivor	
	Joint & 100% Survivor	Reduced After 66-2/3%* Survivor Participant's Death
Survivor		
Annuity:		
20 or more years** older than participant	.96	.97
15-19 years older than participant	.93	.95
10-14 years older than participant	.90	.93
5-9 years older than participant	.85	.90
0-4 years older than participant	.79	.85
0-4 years younger than participant	.79	.85
5-9 years younger than participant	.73	.80
10-14 years younger than participant	.69	.78
15-19 years younger than participant	.65	.74
20 or more years younger than participant	.63	.73

\*Survivor reduced after participant's death

\*\*Years means completed whole years.

3. Life Annuity with period certain (certain  
and continuous)

Years Certain Guaranteed	Actuarial Adjustment Factor
5 years	.98
10 years	.91

Installment Refund .90  
15 years .83

AMENDMENT #1 TO POLICE RETIREMENT CONTRACT

It is the intent of both parties to maintain uninterrupted health insurance plans for retirees and their enrolled dependents. Therefore it is agreed that the age restriction of 65 years shall be removed from section 17, 1 (B).

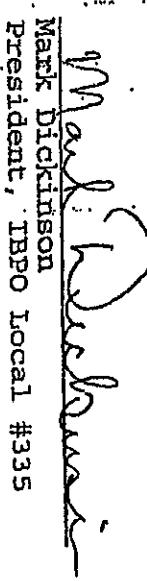
Section 17, Health Insurance subsection 1 (b) shall read as follows:

The Town shall make available to each full time employee who retires after July 1, 1989 and his/her enrolled dependents Major Medical, Blue Cross Hospitalization and Blue Shield coverage, or comparable insurance, as if the said retired employee were working. This coverage shall be provided from the day of retirement until the date upon which said retiree and/or spouse become eligible for Medicare or some other national health insurance program, except that coverage will not be extended to retirees who are eligible to receive health or life insurance benefits of comparable nature from or through another employer. The Town shall pay one hundred per cent (100%) of the retiree's premium and sixty-six and two-thirds per cent (66-2/3%) of the additional cost of dependent coverage and the retiree shall pay the remaining costs.

For the Town of Bloomfield

  
Louie Chapman, Jr.  
Town Manager

For the International  
Brotherhood of Police Officers

  
Mark Dickinson  
President, IBPO Local #335

## AMENDMENT #2 TO POLICE RETIREMENT CONTRACT

This amendment supercedes amendment #1 of the Bloomfield Police Retirement Contract.

It is the intent of both parties to maintain uninterrupted health insurance plans for retirees and their enrolled dependants. Therefore it is agreed that the age restriction of 65 years shall be removed from section 17, 1 (b).

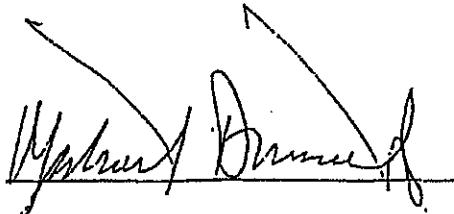
Section 17 Health Insurance subsection 1 (b) shall read as follows:

The Town shall make available to each full time employee who retires after July 1, 1999 and his/her enrolled dependants Major Medical, Blue Cross Hospitalization and Blue Shield coverage, or comparable insurance, as if the said retired employee were working. This coverage shall be provided from the day of retirement until the date upon which said retiree and/or spouse become eligible for Medicare or some other national health insurance program, except that coverage will not be extended to retirees who are eligible to receive health or life insurance benefits of comparable nature from or through another employer. The Town shall pay one hundred percent (100%) of the retiree's premium and sixty-six and two thirds percent (66 2/3%) of the additional cost of dependant coverage and the retiree shall pay the remaining costs. As of July 1, 2000, the Town shall pay one hundred percent (100%) of the retiree's premium and one hundred percent (100%) of his/her dependant coverage.

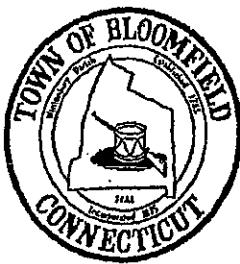
Dated this 28<sup>th</sup> of AUGUST 2000



For the Town



For the Union



# TOWN OF BLOOMFIELD

*Council-Manager Government Since 1941*

## HUMAN RESOURCE DEPARTMENT

800 Bloomfield Avenue  
Bloomfield, CT 06002  
(860)769-3538

## INTEROFFICE MEMORANDUM

**DATE:** October 28, 2002

**TO:** C. I. P.U #14 Members

*BAW*

**FROM:** Barbara Ann Williams, Director of Human Resources

**SUBJECT:** *Amendments to Union Contract*

\*\*\*\*\*  
Attached are signed copies of the amendments to the C.I.P.U. #14 Contract and the Police Retirement Plan. Please note that the Third Amendment extends the window for requesting the purchase of service with other police agencies to December 31, 2002.

cc: File

3/11/02

AMENDMENT TO 2000-2005 EMPLOYMENT AGREEMENT  
BETWEEN  
THE TOWN OF BLOOMFIELD, CONNECTICUT  
AND  
THE CONNECTICUT INDEPENDENT POLICE UNION  
LOCAL 14

AMENDMENTS EFFECTIVE JANUARY 1, 2002

This AMENDMENT to the Employment Agreement between the Town of Bloomfield and The Connecticut Independent Police Union, Local 14 ("Union") for the period July 1, 2000 - June 30, 2005 ("Agreement"), effective January 1, 2002, is made by the Town of Bloomfield, a Connecticut municipality, hereinafter referred to as the "Town" and the Union.

WITNESSETH:

WHEREAS, the Town and Union previously adopted the Agreement;  
and

WHEREAS, the Employer and Union desire as a result of negotiations between the Employer and Union to amend the Agreement as hereinafter provided effective January 1, 2002.

NOW THEREFORE, the Employer and Union hereby agree as follows:

First: Article XI Section 5 of the Agreement is amended by the removal of the parenthetical language "(including corrective laser/lasic surgery)" as this coverage will be no longer available or provided. Article XI, Section 5 of the Agreement shall read in its entirety:  
"Section 5 Vision Services Plan."

Second: Article XVII Section - RETIREMENT is amended to read in its entirety as follows :

## "ARTICLE XVII – RETIREMENT

### Section 1

- a) The Town of Bloomfield Police Retirement Income Plan as amended and restated by the Town and the Union, effective November 1994, is hereby incorporated and made a part hereof as though fully set forth here, applicable only to Union members hired on or before December 31, 2001. All members hired on or after January 1, 2002 shall be subject to the Police Section 457 Retirement Plan as set forth in b) below.
- b) All Union members hired on and after January 1, 2002, will be covered exclusively by the provisions of the Bloomfield Police Section 457/401(a) Retirement Plan (Defined Contribution), effective January 1, 2002, excepting only that such members, upon retiring and actually receiving retirement benefits under the Section 457 Plan shall be entitled to the same post-retirement medical and dental insurance benefits and group life insurance continuation benefits as employees hired prior to January 1, 2002. The rate of the defined contribution to be made by the Town of Bloomfield shall be fixed at ten per cent (10%) of the applicable annual wages and shall not be subject to any consideration of increase during the entire period in which pension/retirement negotiations shall be closed as per section 1 d). below. The rate of the defined contribution to be made by employees covered by the Plan shall be a minimum of seven per cent (7%) of the applicable annual wages.
- c) Each Union member shall participate in the retirement plan applicable to him/her upon hiring. Group life insurance coverage for employees who retire after January 1, 2002 shall be increased to \$100,000.
- d) Length of Pension Agreement: (see Third Amendment)

The above amendments are contingent upon the Town's implementing the Early Retirement Incentive Program as set forth and appended to this Agreement as Appendix A and upon the parties' execution of the "Third Amendment to the Town of Bloomfield Retirement Income Pension Plan ("Plan") as amended and restated by the Town and Union effective November 1994 as appended to this Agreement as Appendix B.

All other provisions of the Agreement shall remain in effect unless specifically changed or amended by this Amendment.

IN WITNESS WHEREOF, the Town of Bloomfield and the Connecticut Independent Police Union, Local 14, do hereby adopt this Amendment to the Employment Agreement Between The Town of Bloomfield and The Connecticut Independent Police Union, Local 14 ("Union") effective July 1, 2000 - June 30, 2005, and have caused this document to be duly executed effective January 1, 2002.

Town of Bloomfield

By: Louie Chapman, Jr.  
Louie Chapman, Jr.  
Town Manager

Connecticut Independent Police Union  
Local 14

By: Gary Fitzpatrick  
Gary Fitzpatrick  
Its President

Signed this 25<sup>th</sup> day of September, 2002.

THIRD AMENDMENT TO  
AMENDED AND RESTATED TOWN OF BLOOMFIELD AND  
THE CONNECTICUT INDEPENDENT POLICE UNION LOCAL 14  
PENSION RETIREMENT PLAN

This THIRD AMENDMENT to the amended and restated Town of Bloomfield and Connecticut Independent Police Union, Local 14, ("Union") Pension Retirement Plan (the "Plan") effective January 1, 2002, unless otherwise provided herein, is made by the Town of Bloomfield, a Connecticut municipality, hereinafter referred to as the "Employer" and the Union.

WITNESSETH:

WHEREAS, the Employer and Union previously adopted an amended and restated Profit Sharing Plan effective as November 23, 1994; and

WHEREAS, the Employer and Union reserve the right to amend the Plan from time-to-time; and

WHEREAS, the Employer and Union desire as a result of negotiations between the Employer and Union to amend the Plan as hereinafter provided effective January 1, 2002.

NOW THEREFORE, the Employer and Union hereby agree as follows:

First: Section 5.2.b. of the Plan is amended by the addition of the following sentence:

"This section does not apply to a Retired Participant that has twenty (20) or more years of Credited Service.;"

Second: Section 2.1(L)(2) is amended by the substitution of number 30 for the number 27;

Third: Section 2.1(F) is amended to read as follows:

“Employee – any individual in the employ of the Employer on or before December 31, 2001 whose customary employment is for 30 hours or more per week.”;

Fourth: New Section 18 is added to the Plan to read as follows:

“BUY BACK OF SERVICE WITH OTHER POLICE AGENCIES

— SECTION 18

18.1 Any Employee as of December 31, 2001 who does not retire by February 28, 2002 under the January 2002 Early Retirement Incentive Program will be allowed to buy back past service as a police officer, state or federal corrections officer, dispatcher or animal control officer with another police agency with the full cost to be borne by the Employee under the following terms and conditions:

a. All requests to purchase such prior service must be made in writing to the Town Manager by December 31, 2002;

b. The Employee will provide written authorization to allow the Town to contact the prior employer and receive information concerning wages paid for the purpose of computing cost to purchase the prior service;

c. An Employee exercising this purchase option will be required to pay into the Plan, both the Employer and Employee contributions that would have been due under the Plan provisions based upon the wages received from the prior employer and the rate of contribution applicable to the period of said prior employment, plus such additional amounts as shall be actuarially determined to cover the entire cost of the purchase option;

d. The payment of the purchase price of the prior employment must be completed by making equal monthly payments of the amount due within the lesser of seven (7) years or the Employee's actual retirement date. No interest will be charged on the payments."

Fifth: The Plan is amended to change all references to "International Brotherhood of Police Officers Local 335" to "The Connecticut Independent Police Union Local 14."

Sixth: Section 15 of the Plan shall be amended by changing the date of January 1, 2005 to June 30, 2020; and

Seventh: All other Plan provisions shall remain in effect unless specifically changed by this amendment.

IN WITNESS WHEREOF, the Town of Bloomfield and the Connecticut Independent Police Union, Local 14, do hereby adopt this Third Amendment to the Town of Bloomfield and Connecticut Independent Police Union, Local 14 Pension Retirement Plan and has caused this document to be duly executed effective January 1, 2002.

Town of Bloomfield

By: Louie Chapman, Jr.  
Louie Chapman, Jr.  
Town Manager

Connecticut Independent Police Union,  
Bloomfield Police Local 14

By: Gary Fitzpatrick  
Gary Fitzpatrick  
Its President

Signed this 25<sup>th</sup> day of September, 2002.

FOURTH AMENDMENT TO  
AMENDED AND RESTATED TOWN OF BLOOMFIELD AND  
CONNECTICUT INDEPENDENT POLICE UNION #14

This FOURTH AMENDMENT to the amended and restated Town of Bloomfield and Connecticut Independent Police Union, Local #14 ("Union") Pension Retirement Plan (the "Plan") effective January 1, 2002, unless otherwise provided herein, is made by the Town of Bloomfield, a Connecticut municipality, hereinafter referred to as the "Employer".

Section 5.2.b. of the Plan is amended by the addition of the following sentence:

"This section does not apply to a police chief covered under this Plan that has fifteen (15) or more years of Credit Service".

IN WITNESS WHEREOF, the Town of Bloomfield does hereby adopt this Fourth Amendment to the Town of Bloomfield and Connecticut Independent Police Union, Local #14 Pension Retirement Plan and has caused this document to be duly executed effective January 1, 2002.

TOWN OF BLOOMFIELD

By Louie Chapman, Jr.  
Louie Chapman, Jr.  
Town Manager

CIPU, #14

By Gary Fitzpatrick  
Gary Fitzpatrick  
Its President

Signed this 25<sup>th</sup> day of September, 2002.

MEMORANDUM OF AGREEMENT  
BETWEEN  
TOWN OF BLOOMFIELD &  
C.I.P.U. LOCAL #14  
CONCERNING  
THE PURCHASE OF PRIOR LAW ENFORCEMENT SERVICE

- 1 Current members of C.I.P.U. # 14 who wish to purchase law enforcement service years from another agency must submit documentation of said service to the Department of Human Resources by December 31, 2002.
- 2 Acceptable documentation would include W-2 statements or a letter from the former employer stating dates of service and gross wages.
- 3 The cost for the purchase of prior service will be calculated by the Town of Bloomfield's Actuaries. This calculation will include the increase in the present value of benefits that will occur as a result of the purchase of prior service. No portion of this cost will be absorbed by the Town of Bloomfield.
- 4 Employees will have a maximum of seven years to complete the purchase of prior service.
- 5 Purchase must be completed prior to retirement.

FOR THE TOWN

Louie Chapman, Jr. 9/25/02  
Louie Chapman, Jr. Date

FOR THE UNION

Gary Fitzpatrick 9/25/02  
Gary Fitzpatrick Date

Bainie D. Wild  
Witness

**TOWN OF BLOOMFIELD**  
**POLICE VOLUNTARY EARLY RETIREMENT INCENTIVE PROGRAM**

There shall be in effect on January 1, 2002, an Early Retirement Incentive Plan ("ERIP"), available to eligible members of the Connecticut Independent Police Union, Local 14 ("Union") in the employ of the Town of Bloomfield ("Town").

THE ERIP SHALL ONLY BE AVAILABLE TO MEMBERS WHO ARE ELIGIBLE UNDER ITS TERMS ON OR BEFORE JANUARY 15, 2002.

PARTICIPATION IN THE ERIP IS VOLUNTARY. REFUSAL OF ELIGIBLE PERSONS TO PARTICIPATE IN THE ERIP WILL NOT IN ANY WAY AFFECT THEIR RELATIONSHIP WITH THE TOWN OF BLOOMFIELD, NOR CAUSE THEM TO BE TREATED DIFFERENTLY FROM ANY OTHER EMPLOYEE, WHETHER OR NOT THAT EMPLOYEE RECEIVED AN OFFER OF ELIGIBILITY TO PARTICIPATE IN THIS PROGRAM. THE TOWN URGES ELIGIBLE PERSONS TO CONSULT WITH THEIR ATTORNEYS, UNION REPRESENTATIVES AS WELL AS THEIR FAMILIES, BEFORE MAKING A DECISION.

Benefits under the ERIP shall be in addition to and independent of any other retirement incentives for which retiring Union members may be eligible under the Union contract. The ERIP shall cease to exist with respect to Eligible Members who have not properly enrolled in, the ERIP by January 15th, at 4:00 p.m. The sole purpose of the ERIP after that date shall be to provide benefits and otherwise execute the terms of the ERIP for those Eligible Members who accepted and entered the Plan in accordance with its terms.

**1. Who is eligible to participate in the ERIP?**

An "Eligible Member" is any Union member who is vested, with at least ten(10) years of service, in the Police Pension Retirement Plan dated November, 1994, as amended ("Plan"), completes the required ERIP forms, and submits them to the Town so that they are received by January 15, 2002, at 4:00 PM. Each application for the ERIP shall indicate that the Eligible Member has voluntarily resigned employment effective no later than February 28, 2002. A resignation form is attached.

Applications for participation in the ERIP shall be filed with the Town Manager and shall be acted on based upon the order of their receipt.

**2. What are the special benefits of the ERIP?**

a. The ERIP offers an additional three (3) years of "Credited Service" in computation of the pension benefit under section 4.1 of the Plan and for medical benefits under section 17 of the Plan;

- b. Early retirement penalties under section 5.2 of the Plan will be waived;
- c. Group life insurance under section 9.4 of the Plan will be increased to \$100,000 at no additional cost.
- d. The pay-out for accrued leave under section 16 of the Plan will be modified as follows:
  - 1. The total amount of accumulated leave shall be used in all computations for retirement payments as described in the Plan provisions. However, payments will be made based upon the total amount of accumulated leave due all participants in this program as follows:
    - a. The pay-out shall be made in two (2) installments if the total amount due all participants in the program is less than \$400,000; three (3) installments if the total amount due all participants is more than \$400,000 but less than \$600,000; and four (4) installments if the total amount due all participants exceeds \$600,000.
    - b. The first installment payment due any participant in this ERIP will be made immediately following retirement and successive installments will be made not earlier than September, nor later than June 30 of each year, thereafter until all required installment payments are made.
    - c. No interest will be payable on any installment payment.
    - d. These installment payment provisions are only applicable to this ERIP.
    - e. An employee may voluntarily defer all or a portion of the initial payment.

3. Who is not entitled to participate in the ERIP?

Any employee not meeting the eligibility requirements set forth in paragraph 1, above, will not be eligible to participate in the ERIP.

4. What do I have to do to elect benefits under the ERIP?

If you wish to receive benefits under the ERIP, you must (a) receive a copy of this ERIP from the personnel office, (b) complete and sign the attached Program Election Form and letter of resignation, and return these completed forms to the Town Manager, Louie Chapman, no later than 4:00 pm on January 15, 2002.

5. NO precedent established!

The fact that this ERIP is being offered by the Town at this time is not intended and should not be construed as a representation or commitment of any kind that another ERIP will be offered at any time in the future.

TEXT OF RESIGNATION/RETIREMENT LETTER FOR  
TOWN OF BLOOMFIELD POLICE DEPARTMENT

Mr. Louie Chapman  
Town Manager  
Town of Bloomfield  
P.O. Box 337  
Bloomfield, Connecticut 06

Dear Town Manager Chapman:

I hereby resign my position with the Bloomfield Police department in order to avail myself of the Early Retirement Incentive Plan effective on January 1, 2002. It is my wish that my resignation be accepted effective January/February \_\_\_\_ 2002. I am submitting this letter of resignation voluntarily and without coercion of any kind.

Please consider this as my application to be included in the ERIP. I believe I meet all the necessary qualifications. I understand and agree that my election to resign/retire will be final and irrevocable upon my acceptance into the ERIP by the Town.

Very truly yours,

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 2002

**TOWN OF BLOOMFIELD**  
**EARLY RETIREMENT INCENTIVE PROGRAM**  
**Program Election Form and Release Agreement**

**A) Retirement Election**

In consideration of the payments and benefits to be provided to me under the terms of the January 1, 2002 Early Retirement Incentive Program (hereinafter referred to as the "Program") offered by the Town of Bloomfield (hereinafter referred to as the "Town").

- 1) I \_\_\_\_\_ (hereinafter referred to as the "Employee"), do not wish to retire at this time, and decline to participate in the Program, with full knowledge that the Town may never again offer such a program, or
  
- 2) I \_\_\_\_\_ voluntarily elect to retire from my employment with the Board effective January/February \_\_\_\_\_, 2002 (no later than February 28, 2002), and I elect to participate in the Program. I understand and agree that my election will be final and irrevocable upon my acceptance into the ERIP by the Town.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

This Election and Release Form has been received and approved this \_\_\_\_\_ day of \_\_\_\_\_ on behalf of Town of Bloomfield. Benefits under the January 1, 2002 ERIP will be paid to the above-named retiring employee, in accordance with the terms of the ERIP.

\_\_\_\_\_  
By: Town Manager

**FOURTH AMENDMENT  
TO  
TOWN OF BLOOMFIELD  
AND  
INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, LOCAL 335  
PENSION RETIREMENT PLAN**

This **FOURTH AMENDMENT** to the amended and restated International Brotherhood of Police Officers, Local 335, Pension Retirement Plan (the "Plan") effective July 1, 2008, unless otherwise provided herein, is made by the Town of Bloomfield, a Connecticut municipality, hereinafter referred to as the "Employer".

Whereas, the Employer reserves the right to amend the Plan from time-to-time,  
**NOW THEREFORE**, the Employer hereby agrees as follows:

1. As a result of the Third Amendment to the Town of Bloomfield and the International Brotherhood of Police Officers, Local 335, Pension Retirement Plan eliminating the reduction factors between service years twenty and twenty five, it is agreed that Normal Retirement is attained at twenty years. It is further agreed that Early Retirement eligibility is attained at 10 years of service.
2. Amount of Early Retirement Income adjustment between 10 and 20 years remains as stated in Section 5.2.a. of the pension agreement
3. Retiree may collect said benefit immediately upon retirement after 10 years.

**IN WITNESS THEREOF**, the Town of Bloomfield does hereby adopt this Fourth Amendment to the amended and restated International Brotherhood of Police Officers, Local 335, Pension Retirement Plan and has caused this document to be duly executed effective July 1, 2008.

TOWN OF BLOOMFIELD

By Louie Chapman, Jr.  
Louie Chapman, Jr.  
Town Manager

Memorandum of Agreement  
Between  
The Town of Bloomfield  
And  
UPSEU/COPS Local 14

The Town of Bloomfield (the "Town") and UPSEU/COPS Local 424 (the "Union") hereby agree to the following:

1. The Union will withdraw MPP-30,366, with prejudice, which is currently pending before the State of Connecticut Board of Labor Relations.
2. The Town and the Union agree that current bargaining unit members who were hired between January 1, 2002 and the execution of this Memorandum of Agreement ("MOA") who are continuously employed by the Town for at least twelve (12) years of continuous service will be entitled to receive retiree medical benefits in accordance with Amendment #5 of the Police Retirement Contract upon completion of twelve (12) or more years of continuous employment by the Town as a bargaining unit member. The Town and the Union agree that a retiree who was in a defined contribution plan during his employment by the Town, does not have to be "... actually receiving retirement benefits under the [defined contribution plan]..." to receive post-retirement medical and dental insurance benefits and group life insurance benefits..." as set forth in the current Police Pension, Article XVII, Retirement, Section 1(b).
3. The Town and the Union agree that employees hired after the execution of this MOA will not be eligible for retiree medical benefits until they have been employed by the Town for twenty (20) continuous years of employment as a bargaining unit member. Further, employees hired after the execution of this MOA will have 3% deducted from their gross pay each paycheck to be put into a Town fund used for retiree medical coverage. In addition, employees hired after the execution of this Agreement will have .5% deducted from their gross pay each paycheck to be put into a Town fund used for supplemental Medicare insurance for retirees.
4. The Parties agrees that the terms of the current Police Retirement Contract are not subject to negotiation until June 30, 2020. However, the Parties agree that as part of this MOA, the sole pension issue of how much an employee who is hired after June 30, 2016 will contribute towards retiree medical coverage and supplemental medical coverage may be the subject of negotiations during negotiations for a successor collective bargaining agreement to the parties' current collective bargaining agreement that will expire on June 30, 2016.
5. This MOA supersedes any previous agreements entered into between the Town and the Union, either verbal or written, that conflict with the terms set forth herein.

TOWN OF BLOOMFIELD

By Philip Shewell

Date 12/23/14

UPSEU/COPS UNIT #14

By Philip Shewell

Date 12/15/14

By G. P. Shewell

Date 12/10/14