

THIS AGREEMENT, made this 15<sup>r</sup> day of April, 1994, between CITY OF SARATOGA SPRINGS - City Hall Unit (hereinafter the EMPLOYER) with offices located at 474 Broadway, Saratoga Springs, New York 12866 and the CSEA EMPLOYEE BENEFIT FUND (hereinafter the FUND), a Trust, with offices located at One Lear Jet Lane, Suite One, Latham, New York 12210-2395.

WHEREAS, the FUND has been established by the Board of Directors of The Civil Service Employees' Association, Inc. (hereinafter CSEA) by Trust Indenture as an independent welfare fund to receive monies for the purpose of paying and providing benefits for such eligible employees as the Trustees of the FUND shall, from time to time, determine; and

WHEREAS, the Trustees of the FUND have established certain benefit plans available to employees of the State of New York, and municipal subdivisions of the State, including dental, prescription drug and vision care, and are empowered to enter into contracts relating to such plans; and

WHEREAS, the EMPLOYER recognizes the establishment of the FUND and wishes to contract with the FUND for the providing of various benefits to employees of the EMPLOYER in accordance with the benefit plans for employees of the State of New York, and municipal subdivisions of the State, as established, from time to time, by the Trustees of the FUND;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the EMPLOYER and the FUND agree as follows:

I. DEFINITIONS

1. FUND shall mean the CSEA EMPLOYEE BENEFIT FUND;
2. EMPLOYER shall mean CITY OF SARATOGA SPRINGS, a public employer;
3. ELIGIBLE EMPLOYEE shall mean every employee validly appearing on the EMPLOYER's payroll who is (a) not assigned to a bargaining unit represented by a union other than CSEA and (b) not eligible to be unionized under applicable laws.
4. COVERED EMPLOYEE shall mean every full-time employee who is a member of the CSEA bargaining unit which has negotiated for the benefit(s) provided by the FUND and such other eligible employees designated by the EMPLOYER;

5. DEPENDENT shall mean:

(a) the covered employee's spouse, provided that the parties are not legally separated and further provided that the employee's spouse is not a covered employee under any benefit plan established by the FUND;

(b) unmarried dependent children of the covered employee under the age of nineteen (19) years;

(c) unmarried dependent children of the covered employee up to the age of twenty-five (25) years who are full-time students;

(d) unmarried dependent children of the covered employee who were mentally or physically disabled before reaching the age of nineteen (19) years and who are incapable of self-support.

6. PLAN shall mean the benefit PLAN(S) established by the FUND and provided to covered employees by the EMPLOYER pursuant to this Agreement.

II. ENROLLMENT

1. The EMPLOYER requests, and the FUND agrees, to enroll 100% of the full-time employees in the CSEA bargaining unit in the following benefit PLAN(S):

SILVER 12 VISION PLAN

2. The FUND shall enroll the covered employees of the EMPLOYER in the benefit PLAN(S) presently covering certain employees of the State of New York and municipal subdivisions of the State, in accordance with the rules, regulations and benefit schedules adopted by the Trustees of the FUND and amended by them from time to time.

III. ELIGIBILITY

1. All full-time employees who are members of a collective bargaining unit represented by CSEA, or any Local or Unit thereof, which has negotiated for benefits provided by the FUND are eligible for coverage under the PLAN(S);

2. Every employee validly appearing on the EMPLOYER's payroll who is (a) not assigned to a collective bargaining unit represented by a union other than

CSEA and (b) not eligible to be unionized under applicable laws, is eligible for coverage.

IV. COVERAGE

1. One hundred percent (100%) of the full-time employees who are members of the collective bargaining unit represented by CSEA, or any Local or Unit thereof, which negotiated coverage under the PLAN(S) identified in Article II (1) above must be covered under the PLAN(S);
2. In addition, the EMPLOYER may cover other eligible persons (such as part-time or management/confidential employees) validly appearing on the EMPLOYER's payroll;
3. No full-time or part-time employee who is (a) a member of a collective bargaining unit represented by a union other than CSEA or (b) eligible to be unionized under applicable laws may be covered under the PLAN(S);
4. Eligible employees who leave the payroll on an approved leave of absence, or who are terminated with the expectation of return may be covered under the PLAN(S) through direct payments at the discretion of the FUND;
5. Coverage under the PLAN(S) is limited to those employees on whose behalf payments are currently being received by the FUND;
6. Enrollment in the PLAN(S) does not vest any right in the covered employee except the right to receive benefits under the PLAN(S) only so long as payments are being received by the FUND on behalf of the employee;
7. Each employee in the PLAN(S) shall receive dependent coverage as defined under ARTICLE I; provided, however, that a covered employee under any benefit plan established by the FUND may not be covered as a dependent under any other benefit plan established by the FUND, and further provided that where both parents are covered employees under any benefit plans established by the FUND, their children may be claimed only by one parent.

V. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

1. The EMPLOYER shall make timely payment of the amounts set forth in ARTICLE VII below, for the PLAN(S) identified in ARTICLE II (1);
2. There shall be no reversionary interest in the EMPLOYER, or in any covered employee of the EMPLOYER, of any payments made pursuant to this Agreement;
3. The EMPLOYER represents to the FUND that the collective bargaining unit covered under the PLAN(S) is composed entirely of public employees;
4. The EMPLOYER shall provide an original listing containing the names, addresses and social security numbers of the eligible employees to be covered by the PLAN(S);
5. Thereafter, the EMPLOYER shall maintain a current, accurate listing of eligible covered employees and, upon receipt of the monthly billing statement from the FUND, shall promptly submit a listing of any additions or terminations of eligible covered employees for the current month. The monthly payments set forth in ARTICLE VII below shall be based upon the printout listing supplied by the FUND which shall incorporate the additions or terminations furnished by the EMPLOYER for the preceding month;
6. The EMPLOYER shall advise the employees of their eligibility under the PLAN(S);
7. The EMPLOYER shall make claim forms available to covered employees upon request;
8. In the event that the benefits hereunder are deemed to be covered under the Consolidated Omnibus Budget Reconciliation Act of 1986, EMPLOYER and FUND shall cooperate to develop such procedures as may be appropriate to comply with the Act.

VI. RIGHTS AND OBLIGATIONS OF THE FUND

1. Other than those duties of the EMPLOYER set forth in ARTICLE V above, the FUND shall be responsible for the administration of the PLAN(S). The FUND

shall handle all employee inquiries concerning payment of claims, including diminution or denial of claims;

2. The FUND shall have the right, upon reasonable notice, to audit the employment records of the EMPLOYER to ascertain the accuracy of the information required to be supplied by the EMPLOYER under ARTICLE V above;
3. The FUND shall supply an annual financial statement concerning the operation of the PLAN(S) to the EMPLOYER.

VII. SCHEDULE OF PAYMENTS

1. The EMPLOYER agrees to pay the following amounts to the FUND in consideration of its enrollment of the employees in the benefit PLAN(S) set forth below:

A. SILVER 12 VISION PLAN

- (i) with respect to the period from April 1, 1994 to June 30, 1994, the amount of \$9.37 per month per covered employee (based upon an annual rate of \$112.44) payable on the first day of each month during the term of this Agreement;
- (ii) with respect to the period from July 1, 1994 to June 30, 1995, the amount of \$9.75 per month per covered employee (based upon an annual rate of \$117.00) payable on the first day of each month during the term of this Agreement;
- (iii) with respect to the period from July 1, 1995 to June 30, 1996, the amount of \$10.23 per month per covered employee (based upon an annual rate of \$122.00) payable on the first day of each month during the term of this Agreement;
- (iv) with respect to the period from July 1, 1996 to December 31, 1996, the amount of \$10.69 per month per covered employee (based upon an annual rate of \$128.28) payable on the first day of each month during the term of this Agreement.

VIII. INDEMNIFICATION

1. The FUND agrees to indemnify the EMPLOYER and hold it harmless from any lawsuit, claim, proceeding, cause or causes of action against the EMPLOYER arising out of any negligence or willful misconduct of the FUND, its employees and agents in the administration of the PLAN(S) and the obligations assigned to the FUND under this Agreement;
2. The EMPLOYER agrees to indemnify the FUND and hold it harmless from any lawsuit, claim, proceeding, cause or causes of action against the FUND arising out of any negligence or willful misconduct of the EMPLOYER, its employees and agents (a) in the preparation of the list of eligible covered employees required to be supplied by the EMPLOYER under ARTICLE V, or (b) in the performance of the other obligations assigned to the EMPLOYER under this Agreement.

IX. TERM OF THIS AGREEMENT

1. This Agreement shall take effect on April 1, 1994 and shall terminate on December 31, 1996;
2. If, at the expiration of the collective bargaining agreement guaranteeing benefits under the PLAN(S) no successor agreement has been negotiated between the EMPLOYER and the union, and the EMPLOYER wishes to continue coverage in the PLAN(S) identified in this Agreement, as is required under Section 209-a of the Civil Service Law of the State of New York, the EMPLOYER agrees to make the required payments to maintain coverage for its employees at the rates established by the FUND for the PLAN(S) and in effect as of the day after expiration of the collective bargaining agreement, for the period(s) until a successor collective bargaining agreement has been signed;
3. In the event that this Agreement, or any provision thereof relating to a specific benefit PLAN, expires prior to the expiration date of the collective bargaining agreement in effect between the EMPLOYER and the union, this Agreement may be extended beyond its termination date by written agreement between the parties, provided, however, that the EMPLOYER's payment shall be made at the rates established by the FUND for the PLAN(S) and

in effect as of the first day of the extension,  
for the period(s) of the extension.

X. MODIFICATION AND WAIVER

1. The terms of this Agreement represent the final intent of the parties and may be modified or waived only by written agreement between the parties executed and acknowledged with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement  
the day and year first above written.

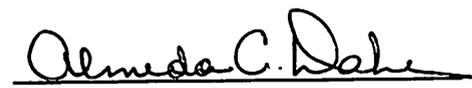
CSEA EMPLOYEE BENEFIT FUND

CITY OF SARATOGA SPRINGS

By:

  
Joseph E. McDermott  
Chairman

By:

  
A.C. Dake  
Mayor