

THIS RENEWAL AGREEMENT, made this ____ day of _____, 2002, between **CITY OF SARATOGA SPRINGS (CITY HALL)** (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 12110-2395.

WHEREAS, the parties have heretofore entered into an agreement dated April 1, 1994 (the "Agreement"), a copy of which is annexed hereto, for the provision by the FUND of certain benefits to the EMPLOYER'S covered employees, which Agreement was most recently extended by Renewal Agreement dated March 30, 1999, and

WHEREAS, the parties desire to continue the provision of said benefits and to arrange for the provision of upgraded benefits upon the terms and conditions contained in said Agreement, except as modified hereby,

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the parties agree as follows:

1. The FUND shall provide benefits to the EMPLOYER'S covered employees under the following benefit PLAN(S) established by the FUND:

**SILVER 12 VISION PLAN
PLATINUM 12 VISION PLAN**

2. The EMPLOYER shall pay the FUND the following amounts per covered employee per month:

A. SILVER 12 VISION PLAN

- (i) from January 1, 2001 to June 30, 2001, \$13.51;
- (ii) from July 1, 2001 to January 31, 2002, \$13.92.

B. PLATINUM 12 VISION PLAN

- (i) from February 1, 2002 to June 30, 2002, \$15.58;
- (ii) from July 1, 2002 to June 30, 2003, \$16.05;
- (iii) from July 1, 2003 to June 30, 2004, \$16.53;
- (iv) from July 1, 2004 to December 31, 2004, \$16.86.

3. Article I, Section 3 of the Agreement is hereby deleted and replaced with the following:

“3. ELIGIBLE EMPLOYEE shall mean every public sector employee validly appearing on the EMPLOYER’s payroll who is (a) not assigned to a bargaining unit represented by a union that competes with CSEA and (b) not eligible to be unionized under applicable laws.”

4. Article III, Section 2 of the Agreement is hereby deleted and replaced with the following:

“2. Every employee validly appearing on the EMPLOYER’s payroll who is (a) not assigned to a collective bargaining unit represented by a union that competes with CSEA and (b) not eligible to be unionized under applicable laws, is eligible for coverage.”

5. Article IV, Section 2 of the Agreement is hereby deleted and replaced with the following:

“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 for the benefits described in Article II hereof or in Paragraph 2 of any Renewal Agreement for so long as the employees described in Paragraph 1 of this Article IV are covered;”

6. Article IV, Section 3 of the Agreement is hereby deleted and replaced with the following:

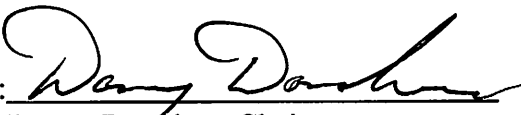
“3. No full-time or part-time employee who is (a) a member of a collective bargaining unit represented by a union that competes with CSEA or (b) eligible to be unionized under applicable laws may be covered under the PLAN(s).”

7. This Renewal Agreement is effective as of January 1, 2001 and shall terminate on December 31, 2004, unless sooner terminated by virtue of the decertification of CSEA as the representative of the employees in the bargaining unit required to be covered under this Agreement.

8. Except as expressly modified herein, the terms and conditions of the attached Agreement are hereby ratified and affirmed and incorporated by reference.


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

CSEA EMPLOYEE BENEFIT FUND

By: 

Danny Donohue, Chairman

CITY OF SARATOGA SPRINGS

By: 

Kenneth Klotz, Mayor