

THIS RENEWAL AGREEMENT, made this 30th day of December, 2005, 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 "Original Agreement"), for the provision by the FUND of certain benefits to the EMPLOYER'S covered employees, which Original Agreement was most recently extended by Renewal Agreement dated February, 2002 (as extended, the "Agreement"), and

WHEREAS, the parties desire to continue the provision of said benefits upon the terms and conditions contained in the 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:

PLATINUM 12 VISION PLAN

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

A. **PLATINUM 12 VISION PLAN**

- (i) from January 1, 2005 to June 30, 2005, \$16.86;
- (ii) from July 1, 2005 to June 30, 2006, \$17.18;
- (iii) from July 1, 2006 to June 30, 2007, \$18.55;
- (iv) from July 1, 2007 to June 30, 2008, \$20.50;
- (v) from July 1, 2008 to December 31, 2008, to be provided pursuant to paragraph 3 hereof.

3. The parties acknowledge that as of the date hereof, the FUND has not established rates for the PLAN(S) described in Paragraph 1 hereof beyond June 30, 2008. On or before December 31, 2007, the FUND shall advise the EMPLOYER of the rates to be charged under the applicable PLAN(S) for the period from July 1, 2008 to December 31, 2008. The FUND'S obligations to provide benefits to covered employees under the applicable PLAN(S) for any period

after June 30, 2008 shall be contingent upon the EMPLOYER's written agreement to pay the rates established by the FUND for the period in question and provided to the EMPLOYER as aforesaid.

4. The rates set forth in Paragraph 2 above are based on the EMPLOYER'S agreement to enroll one hundred percent (100%) of the employees required to be covered under the applicable collective bargaining agreement. In the event that the EMPLOYER ceases to pay for one hundred percent (100%) of such employees to be covered, the FUND shall have the right to adjust upward the amount of the payments required to be made for each employee under Paragraph 2 hereof to reflect the actual participation percentage, rounded to the nearest ten percent (10%) (e.g., if the participation percentage were 63%, the rate would be the 60% rate and if the participation percentage were 66%, the rate would be the 70% rate).

5. 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 neither assigned to a bargaining unit represented by a union that competes with CSEA nor eligible to be unionized under applicable laws; provided, however, that any eligible employee assigned to a bargaining unit represented by a union that hereafter begins to compete with CSEA shall cease to become an eligible employee as of the last day of the month in which such other union begins to compete with CSEA.”

6. 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 neither assigned to a collective bargaining unit represented by a union that competes with CSEA nor eligible to be unionized under applicable laws, is eligible for coverage.”

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

“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, the EMPLOYER agrees (a) to continue coverage in the PLAN(S) identified in this Agreement pursuant to Section 209-a of the Civil Service Law of the State of New York, and

(b) to pay for such coverage for its employees at the rates established by the FUND which are in effect as of the day after expiration of the collective bargaining agreement and thereafter come into effect, for the period(s) until a successor collective bargaining agreement has been signed;”


8. This Renewal Agreement is effective as of January 1, 2005 and shall terminate on December 31, 2008 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.

9. Except as expressly modified herein, the terms and conditions of the 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

CITY OF SARATOGA SPRINGS

By: 
Danny Donohue, Chairman

By: _____
Michael Lenz, Mayor