

THIS RENEWAL AGREEMENT, made this _____ day of _____, 2014, 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 December 30, 2005 (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, 2009 to June 30, 2009, \$21.01;
- (ii) from July 1, 2009 to June 30, 2010, \$22.48.
- (iii) from July 1, 2010 to June 30, 2011, \$22.93;
- (iv) from July 1, 2011 to June 30, 2012, \$23.39;
- (v) from July 1, 2012 to June 30, 2013, \$23.62;
- (vi) from July 1, 2013 to June 30, 2014, \$23.86;
- (vii) from July 1, 2014 to June 30, 2015, \$24.10.

B. **PLATINUM 12 VISION PLAN – REDUCED RATE**

- (i) from July 1, 2015 to June 30, 2016, \$24.34;
- (ii) from July 1, 2016 to December 31, 2016, \$24.34.

3. The rates set forth in Paragraph 2 above (collectively, the “Reduced Rate”) are based on the EMPLOYER’S enrollment of and payment for at least 95.0% of the employees eligible for coverage under the applicable collective bargaining agreement (the “Required Enrollment Percentage”). In the event that the EMPLOYER ceases to enroll and pay for the Required Enrollment Percentage, the FUND shall have the right to adjust the amount of the payments required to be made for each employee under Paragraph 2 hereof to the Full Rate set forth below.

A. PLATINUM 12 VISION PLAN – FULL RATE

(i) from July 1, 2015 to June 30, 2016, \$25.68;

(ii) from July 1, 2016 to December 31, 2016, \$25.68.

4. Effective in 2015, the FUND shall have the right to verify annually as of April 1 of each year of this Renewal Agreement whether the EMPLOYER is enrolling and paying for the Required Enrollment Percentage and the EMPLOYER shall cooperate with such verification. If the FUND reasonably determines that the EMPLOYER is not satisfying the Required Enrollment Percentage, the rates shall be adjusted to the Full Rate effective as of the following July 1.

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

“4 COVERED EMPLOYEE shall mean every full-time employee (as defined in the applicable collective bargaining agreement between CSEA and the EMPLOYER) 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; provided, however, that eligible employees designated by the EMPLOYER shall participate in the applicable PLAN(S), and the EMPLOYER shall pay the FUND for such participation, for a minimum of twelve (12) months, unless such employee dies or ceases to be employed prior thereto;”

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

“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. Failure to submit the listing of terminations within twelve (12) months of the EMPLOYER’S receipt of the monthly billing statement shall bar any subsequent claim by the EMPLOYER to recoup

payments made on account of the terminated employees. Any request for a retroactive termination and refund of payments made for periods after the retroactive termination effective date shall be granted only with respect to those calendar months, if any, after the last month in which the benefit in question was used by the covered employee or his or her covered dependent. 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;

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

“3. The FUND shall make its annual financial statement concerning the operation of the PLAN(S) available to the EMPLOYER at its website: www.cseabf.com.”

8. This Renewal Agreement is effective as of January 1, 2009 and shall terminate on December 31, 2016, subject to continuation pursuant to the terms of Article IX, Section 2 of the Agreement and subject to earlier termination 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: _____
Joanne Yepsen, Mayor