



ERIE COUNTY WATER AUTHORITY INTEROFFICE MEMORANDUM

March 15, 2022

To: Terrence D. McCracken, Secretary to the Authority
From: Daniel J. NeMoyer, Director of Human Resources
Subject: CSEA Employee Benefit Fund

As you are aware, ECWA and CSEA have agreed on a Collective Bargaining Agreement (CBA), which runs through March 2027. The CBA was ratified by union and approved by the Board on November 24, 2021.

As required by the CBA, it is necessary to renew the Employee Benefit Fund Agreement with CSEA which provides for their dental and vision insurance.

I have attached the contract which needs to be signed by the Chairman in duplicate. If all is in order, please have this on the next board meeting for approval.

If you have any questions, please do not hesitate to contact me.

Thank you.

Budget Line:

7625 184300 184381
FRINGE CLR:Vision Care Expense

7625 184300 184384
FRINGE CLR:Dental Insurance

ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Documents
(check which apply)

Contract: _____ Project No.: _____
Project Description: Renewal of the Employee Benefit Fund for CSEA for
Dental and Vision through March 31, 2027

Item Description:

- Agreement Professional Service Contract Amendment Change Order
 BCD NYSDOT Agreement Contract Documents Addendum
 Recommendation for Award of Contract Recommendation to Reject Bids
 Request for Proposals
 Other _____

Action Requested:

- Board Authorization to Execute Legal Approval
 Board Authorization to Award Execution by the Chairman
 Board Authorization to Advertise for Bids Execution by the Secretary to the Authority
 Board Authorization to Solicit Request for Proposals
 Other _____

Approvals Needed:

APPROVED AS TO CONTENT:

- Other (if Applicable) *[Signature]* Date: 3/15/22
 Chief Operating Officer _____ Date: _____
 Executive Engineer _____ Date: _____
 Director of Administration _____ Date: _____
 Risk Manager _____ Date: _____
 Chief Financial Officer *[Signature]* Date: 3/15/22
 Legal _____ Date: _____

APPROVED FOR BOARD RESOLUTION:

- Secretary to the Authority *[Signature]* Date: 3/15/22

Remarks: _____

Resolution Date: _____ Item No: _____



January 14, 2022

Mr. Jerome D. Schad
Chair
Erie County Water Authority
295 Main Street
Room 350
Buffalo, NY 14203-2494

Dear Mr. Schad:

The CSEA Employee Benefit Fund is pleased that you have negotiated our benefit program for our members and your employees.

As you are aware, in order to implement the benefit(s) we must have a jointly signed document which outlines the respective obligations. I have enclosed an original and two copies of the CSEA Employee Benefit Fund contract. Please review the enclosures. If you have any questions, please contact me. In order to execute the contract, date the first page and have the appropriate official sign the last page of each contract. Please return two copies of the fully executed contracts.

We look forward to working together so we can provide the agreed upon benefit(s).

Sincerely,

A handwritten signature in black ink that reads "James M. Aldrich". The signature is written in a cursive style.

James Aldrich, Senior Benefits Specialist
800-323-2732 x818
jaldrich@cseabf.org
www.cseabf.com

JA: dv
Enc

THIS RENEWAL AGREEMENT, made this _____ day of _____, 20____, between **ERIE COUNTY WATER AUTHORITY** (hereinafter the EMPLOYER) with offices located at 295 Main Street, Room 350, Buffalo, New York 14203-2494 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 March 28, 1991 (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 October 5, 2017 (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:

**DUTCHESS DENTAL PLAN
GOLD 12 VISION PLAN**

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

A. DUTCHESS DENTAL PLAN

- (i) from April 1, 2022 to June 30, 2022, \$154.53;
- (ii) from July 1, 2022 to June 30, 2023, \$165.35;
- (iii) from July 1, 2023 to June 30, 2024, \$167.00;
- (iv) from July 1, 2024 to June 30, 2025, \$168.67;
- (v) from July 1, 2025 to June 30, 2026, to be determined pursuant to Paragraph 3 hereof;
- (vi) from July 1, 2026 to March 31, 2027, to be determined pursuant to Paragraph 3 hereof.

B. GOLD 12 VISION PLAN

- (i) from April 1, 2022 to June 30, 2022, \$20.14;
- (ii) from July 1, 2022 to June 30, 2023, \$20.14;
- (iii) from July 1, 2023 to June 30, 2024, \$20.14;

- (iv) from July 1, 2024 to June 30, 2025, \$20.14;
- (v) from July 1, 2025 to June 30, 2026, to be determined pursuant to Paragraph 3 hereof;
- (vi) from July 1, 2026 to March 31, 2027, to be determined 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, 2025. On or before December 31, 2024, the FUND shall advise the EMPLOYER of the rates to be charged under the applicable PLAN(S) for the period from July 1, 2025 to June 30, 2026. On or before December 31, 2025, the FUND shall advise the EMPLOYER of the rates to be charged under the applicable PLAN(S) for the period from July 1, 2026 to March 31, 2027. The FUND's obligations to provide benefits to covered employees under the applicable PLAN(S) for any period after June 30, 2025 shall be contingent upon the EMPLOYER'S payment of the rates established by the FUND for the period in question and provided to the EMPLOYER as aforesaid.

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

“5. DEPENDENT shall mean, with respect to a Covered Employee who is eligible to receive Fund-provided benefits as determined by the Trustees, one of the following:

- (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; spouse includes a person of the same sex to whom the covered employee was married in a marriage ceremony legally performed in a jurisdiction permitting same sex marriages;
- (b) children of the covered employee under the age of twenty-six (26) years;
- (c) stepchildren under the age of twenty-six (26) years;
- (d) legal wards of the covered employee under the age of twenty-six (26) years, as to whom a court decree has been entered granting legal guardianship to the covered employee;
- (e) children, stepchildren, and legal wards of the covered employee who were mentally or physically disabled before reaching the age of twenty-six (26) years and who are incapable of self-support can be covered without regard to age;

provided, however, that said children in (b) through (e) above shall not be deemed dependents of both the covered employee and the covered employee's spouse."

5. This Renewal Agreement is effective as of April 1, 2022 and shall terminate on March 31, 2027, 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.

6. 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

ERIE COUNTY WATER AUTHORITY

By: _____
William F. Howard, Director

By: _____
Jerome D. Schad, Chair