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**Contract Database Metadata Elements**

Title: **Rye, City of and City of Rye Clerical Unit, CSEA, Local 1000 AFSCME, AFL-CIO, Westchester Local 860 (2008) (MOA)**

Employer Name: **Rye, City of**

Union: **City of Rye Clerical Unit, CSEA, AFSCME, AFL-CIO**

Local: **Westchester Local 860, 1000**

Effective Date: **05/19/08**

Expiration Date: **12/31/10**

PERB ID Number: **6919**

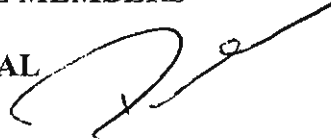
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**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**  
**FROM: O. PAUL SHEW, CITY MANAGER**  
**SUBJECT: CSEA AGREEMENT-- CLERICAL**  
**DATE: MAY 20, 2008**



***PERSONAL & CONFIDENTIAL***

**For nearly two years we have been attempting to reach an agreement with the DPW clerical, and we are pleased to inform you that an MOU was signed yesterday, May 19<sup>th</sup>, after five hours of negotiation. This is a four year contract. Since the existing agreement expired in 2006; this will continue until January 1, 2011.**

**You may recall that the negotiation parameters called for increased flexibility in health insurance; and this agreement provides for those changes. You asked that we stay within CPI guidelines of 10% over a three year period. In this case we were able to do that and also add a fourth year. *(an option we should also offer to our DPW laborers as well)* This provides an excellent pattern of settlement since both police and fire will expire this year, and it provides stability for both our DPW personnel and our residents.**

**Once the DPW clerical ratifies this MOU, we will present the same to the City Council for your approval. Mr. Genito will provide you with the statistical data prior to that time.**

**Both CSEA groups will become more difficult to retain and recruit over time. Our work force continues to move further away from Rye, primary driven by housing costs. While this is a fair and reasonable contract, it is very likely that Rye and other Westchester communities will face difficulty in future years in keeping these positions filled.**

**Special thanks to Scott Pickup, Michael Genito and Vincent Toomey in bringing about a fair and reasonable settlement to this long-negotiated contract.**

**File: labor contracts/ legal**

MEMORANDUM OF AGREEMENT

Memorandum of Agreement by and between Civil Service Employees Association Inc., Local 1000 AFSCME, AFL-CIO, Westchester Local 860 City of Rye Clerical Unit (the "CSEA") and the City of Rye (the "City") dated this 19th day of May, 2008.

WHEREAS, the CSEA and City are parties to a collective bargaining agreement which expired December 31, 2006; and

WHEREAS, authorized representatives for the City and CSEA have engaged in good faith negotiations under the Taylor Law and have reached a tentative agreement, subject to ratification, by the Rye City Council and the membership of the Clerical Unit, it is stipulated and agreed as follows:

1. All provisions of the expired contract which are not inconsistent with the terms of this memorandum of agreement shall be continued and incorporated into a successor agreement.
2. All proposals from either party which are not included in this memorandum of agreement are withdrawn.
3. Modify Article III Salary and Wages as follows:
  - A. Effective January 1, 2007 the salary plan in effect for 2006 shall be increased by 4.0%.
  - B. Effective January 1, 2008 the salary plan in effect for 2007 shall be increased by 3.0%.
  - C. Effective January 1, 2009 the salary plan in effect for 2008 shall be increased by 3.0%.
  - D. Effective January 1, 2010, the salary plan in effect for 2009 shall be increased by 4.0%.
4. Effective June 1, 2008 the City shall have the right on sixty (60) days notice to the CSEA to provide health insurance coverage under the Aetna OA Point of Service Plan or plan providing comparable benefits. The City shall have the right to modify the co-pays and deductibles under the Aetna Plan or its successor plan provided that the co-pays and deductibles are not higher than the average co-pays and deductibles under the New York State Health Insurance Plan (NYSHIP) and the MEBCO Plan. The co-pays and deductibles

for 2008 shall be in accordance with attached Exhibit "A." In addition to those rights to change health insurance carriers under Article XVI (B) and (C), the City shall have the right to resume coverage under the MEBCO Plan or its successor on sixty days notice to the CSEA.

- 5. Effective January 1, 2008 the City will provide optical coverage to all bargaining unit members under the CSEA Employee Benefit Fund at a cost not to exceed 227.64 per employee. Effective January 1, 2008 the City shall participate in the CSEA EBF Hearing Plan at the Composite rate then in effect.

For the City

*[Handwritten signature]*  
 Vincent Todmey

For the CSEA

*[Handwritten signature]*  
 Lail Klepps  
Alisa D. Cagle  
*[Handwritten signature]*