



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Gloversville Enlarged School District and Food Service Workers Association of the Gloversville Enlarged School District (2005) (MOA)**

Employer Name: **Gloversville Enlarged School District**

Union: **Food Service Workers Association**

Local:

Effective Date: **07/01/05**

Expiration Date: **06/30/08**

PERB ID Number: **5113**

Unit Size: **30**

Number of Pages: **4 (MOA)**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

CAF / 5113

March 23, 2006

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE
GLOVERSVILLE ENLARGED SCHOOL DISTRICT
AND THE
FOOD SERVICE WORKERS ASSOCIATION**

The Gloversville Enlarged School District ("District") and the Food Service Workers Association of the Gloversville Enlarged School District ("Association") hereby enter into this Memorandum of Agreement ("Memorandum") in complete and final settlement of all issues proposed and negotiated for the July 1, 2005 to June 30, 2008 successor agreement to their 2002-2005 collective bargaining agreement, ("2002-2005 CBA"). The terms of this Memorandum shall not become effective unless and until they are approved by resolution of the District's Board of Education ("Board") and ratified by the members of the Association.

All provisions of the 2002-2005 CBA shall be continued and updated unless specifically modified by this Memorandum. All references to amendments made herein are with respect to the 2002-2005 CBA, as amended, and such amendments shall be incorporated into the successor agreement.

A. The successor agreement shall be of three (3) years duration, commencing on July 1, 2005 and expiring on June 30, 2008.

B. Article IV, Salary, section A is amended to provide for the following salary increases, inclusive of any increment, for all bargaining unit members as follows:

- Three and one-half percent (3.5%) in the 2005-2006 school year
- Three and one-half percent (3.5%) in the 2006-2007 school year
- Three and three-quarters percent (3.75%) in the 2007-2008 school year

Article IV(A) shall be amended to provide as follows:

A. The Food Service Workers salary schedules effective July 1, 2005 are attached hereto and designated Appendix A and made a part hereof as much as if it were set forth at length herein. All bargaining unit members who are on a salary schedule step on June 30, 2005 shall advance to the next step for the 2005-06 school year. Those employees who are not on a salary schedule step on

RECEIVED

JAN 10 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

June 30, 2005, or advance off the step schedule during the duration of the agreement shall receive a 3.5% salary increase in the 2005-2006 school year, 3.5% salary increase in the 2006-2007 school year and 3.75% in the 2007-2008 school year.

....

Article IV(D) shall be amended to increase all longevity payments by twenty-five (\$25.00) dollars.

Article IV(E) shall be amended as follows:

E. When a cafeteria employee has served in a Level I position for a period of ten (10) years, (s)he shall be awarded a \$200 incentive towards his/her retirement providing (s)he gives notice to the Superintendent of Schools at least six (6) months prior to the date of retirement. The Level I employee must be eligible to retire under the rules of the New York State Employees Retirement System without penalty in order to receive this benefit. A Level II employee who gives one hundred twenty (120) days notice to the Superintendent of Schools before the date of intended retirement will receive a lump sum payment in his/her last check equivalent to 1/10th of the value of his/her accumulated sick days up to a maximum of ten (10) years. The Level II employee must be eligible to retire under the rules of the New York State Employees Retirement System without penalty in order to receive this benefit.

C. *Article V, Fringe Benefits, shall be amended as follows:*

1. (c) (c) Employees hired before July 1, 2005 may participate in any health insurance plan offered by the District. Employees hired after July 1, 2005 may only participate in the PPO and HMO plans offered by the District. In other words, the indemnity plan shall not be available for any employee hired after July 1, 2005.

....

(g) In order to be eligible for health insurance in retirement, the retiree must have at least five years of continuous District service and be eligible to retire without penalty under the rules of the New York State Employees Retirement System at the time of retirement.

2. (a) **[insert the following for paragraph 1]** Any employee with at least five (5) years of continuous District service

and who is eligible to retire without penalty under the rules of the New York State Employees Retirement System and who gives written notice to the Superintendent of Schools thirty (30) days before the date of intended retirement will be eligible to receive partial credit for accumulated unused sick leave toward payment of the employee's cost of coverage under the health insurance plan.

3. Health Insurance Buyout - A member of the bargaining unit who is eligible to receive health insurance coverage pursuant to Article V(A)(1)(a) and who elects not to receive District provided health insurance coverage will receive an alternate, annual payment provided that the bargaining unit member received District provided health insurance coverage for a full year in the prior year or that the member is newly hired. Each bargaining unit member who elects not to receive District provided health insurance coverage will provide the District with proof of alternate health insurance no later than June 1st each year. For the 2005-2006 school year the benefit will be pro-rated, and employees must provide proof of alternate health insurance by January 2, 2006. Compensation for employees so electing shall be as follows:

Individual	\$ 500		
Two-Person	\$ 750		
		Family	\$1,000

Any employee who is married to another District employee and the couple receives one family plan or one two-person plan through the District, the employee who is not the named policyholder will not be eligible for the buyout. If there are employees married to each other who are covered by two individual health insurance plans, one cannot "waive coverage" and receive the buyout while the other enrolls in a two-person plan.

4. Part-time employees may purchase health insurance in the District's health maintenance organization plan, provided that the part-time employee pays 100% of the group premium rate for the applicable plan.

D. Article VII, Temporary Leaves of Absence, section A(4) shall be deleted.

E. Article VII, Temporary Leaves of Absence, section D shall be amended as follows:

Effective July 1, 2005, all regular employees shall receive an additional floating holiday to be used on a day that students are in session. Employees must obtain the approval of the Food Service Director at least one week in advance of taking the floating holiday. This leave day must be taken or it will be lost; it shall not

cumulate. The floating holiday for the 2005-2006 school year shall be taken between the date of ratification by both parties and November 22, 2006. The floating holiday for the 2006-2007 school year shall be taken between November 23, 2006 and the last work day in the 2006-2007 school year. Starting with the 2007-2008 school year, there shall be only one floating holiday per school year.

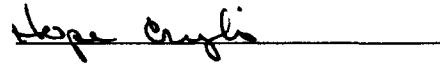
F. Article X, Duration of Contract, shall be amended to reflect an effective date of July 1, 2005 through June 30, 2008.

FOR THE DISTRICT:



Daniel Connor
Superintendent of Schools

FOR THE ASSOCIATION:



President