

**AGREEMENT**

**BETWEEN THE**

**ATHERTON BOARD OF EDUCATION**

**AND**

**FOOD SERVICE EMPLOYEES**

**JULY 1, 2003 THROUGH JUNE 30, 2006**

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**FOOD SERVICE EMPLOYEES  
 2003-2006 Three (3) Year Contract**

This three (3) year contract begins July 1, 2003 and expires June 30, 2006.

**I. WAGES AND BENEFITS**

**A. Regular Part Time Employees (less than 3-1/2 hours)**

Pay Scale:	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	
Beginning	\$9.50	***	***	*** Wage Reopeners
After 30 days	9.80	***	***	
After 60 days	9.93	***	***	

Year 2 – 3 the employer agrees to adjust the % increase/decrease for the second and third years of the contract up or down based on the average increase/decrease given all other union groups received through negotiations.

Regular part time employees (less than 3-1/2 hours), after two (2) years, will be entitled to the following benefits.

1. Up to six (6) paid holidays per year:

Labor Day (if in session)	New Year's Day
Thanksgiving	Good Friday
Christmas Day	Memorial Day

2. Holiday Pay:

The policy adopted August 9, 1965 is as follows:

Hourly employees will be eligible for holiday pay providing they work their last scheduled work shift in full prior to, and their next scheduled work shift in full after, such holiday.

3. Regular part time employees (less than 3-1/2 hours) do not receive personal leave days or benefits, but after two (2) years of successful employment shall receive two (2) paid sick days per year accumulative to a maximum of thirty (30) days. Upon retirement unused sick days will be paid at \$10.00 per day to a maximum of up to 30 days cap.

\*Status of all hourly employees is determined by the supervisor.

**B. Regularly Scheduled Employees (3-1/2 hours but less than 6 hours)**

Pay Scale	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	
Beginning	\$9.50	***	***	***Wage Reopener
After 30 days	9.74	***	***	
After 60 days	9.93	***	***	
After 90 days	10.02	***	***	
Second Year	10.14	***	***	

FOOD SERVICE EMPLOYEES  
 July 1, 2003 – June 30, 2006

Year 2 – 3 the employer agrees to adjust the % increase/decrease for the second and third years of the contract up or down based on the average increase/decrease given all other union groups received through negotiations.

Regularly scheduled employees (3-1/2 hours but less than 6 hours) will be entitled to the following benefits:

1. Up to 12 Paid Holidays per year:

- |                           |                             |
|---------------------------|-----------------------------|
| Labor Day (If in session) | Christmas Vacation (7 days) |
| Thanksgiving              | Good Friday                 |
| Day after Thanksgiving    | Memorial Day                |

2.. Holiday Pay :

The policy adopted August 9, 1965 is as follows:

Hourly employees will be eligible for holiday pay providing they work their last scheduled work shift in full prior to, and their next scheduled work shift in full after, such holidays.

3. Sick Days

- Twelve (12) per year cumulative to 65
- Ninety (90) days cumulative for food service employees grand-fathered in 1970-71
- Upon retirement unused sick days will be paid at \$10.00 per day to a maximum of up to 30 days cap.

4. Personal Leave Days: Two (2) per year - not accumulative.

5. Regularly scheduled employees (3-1/2 hours but less than 6 hours) are NOT eligible for any benefits other than those listed above.

\*Status of all hourly employees is determined by the supervisor.

**C. Regularly scheduled employees who work six (6) hours or more per day:**

Pay Scale	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	
Beginning	\$9.50	***	***	*** Wage Reopener
After 30 days	9.80	***	***	
After 60 days	9.93	***	***	
After 90 days	10.02	***	***	
Second Year	10.14	***	***	
Head Cook	11.11	***	***	

Year 2 – 3 the employer agrees to adjust the % increase/decrease for the second and third years of the contract up or down based on the average increase/decrease given all other union groups received through negotiations.

FOOD SERVICE EMPLOYEES  
July 1, 2003 – June 30, 2006

Regularly scheduled employees (six (6) hours or more) will be entitled to the following benefits:

1. Up to twelve (12) paid holidays per year:

Labor Day (if in session)	Christmas Vacation (7 days)
Thanksgiving	Good Friday
Day after Thanksgiving	Memorial Day

2. Holiday Pay

The policy adopted August 9, 1965 is as follows:

Hourly employees will be eligible for holiday pay providing they work their last scheduled work shift in full prior to, and their next scheduled work shift in full after, such holiday.

3. Health Insurance:

- Choice of Health Plus CS (HMO)
- or Blue Care Network (BCN5 (HMO))
- or Blue Cross Master Medical I with PPO

The Board of Education shall pay a maximum monthly premium for health care as follows:

Full Family	\$505.27
Member/Spouse	439.45
Single Subscriber	187.90

Employees who are eligible for the above health care programs will pay all costs in excess of the above premiums.

Employees eligible for health care (those who work 6 hours or more per day) that choose not to take the benefit shall be compensated in the amount of \$500.00. This payment will begin at the end of the school year and continue each year of the contract thereafter. This payment will be paid one of two ways:

1. \$250.00 in the last check in December  
\$250.00 in the last check in schools fiscal year
2. \$500.00 in the last check in schools fiscal year

An employee is not eligible for health insurance coverage if they are covered by insurance equivalent to or superior to the health insurance plans listed above.

4. Sick days

- Twelve (12) sick days per year cumulative to 77
- One hundred two (102) days cumulative for food service employees grand-fathered in 1970-1971
- Upon retirement unused sick days will be paid at \$10.00 per day to a maximum of up to 30 days cap.
- Payout per day to be reviewed with wage reopener in 04-05 and 05-06

5. Personal Leave Days - Two (2) per year - not accumulative
6. Long term disability 66-2/3%
7. Life Insurance - \$15,000 per year term
8. Dental & Vision Coverage:

Dental Insurance:

Class I/II/III C-01 50/50/50	All employees whose spouses are covered by an employee paid dental insurance plan with internal and external coordination of benefits
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Plan E-07 80/80/80	All other employees Maximum of \$1,300.00
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Vision Insurance:

An employee must be eligible for full Blue Cross coverage to be entitled to vision.

9. Snow Days: Employees that report to work at 6:15 or 7:00 a.m. notified after 5:45 a.m. will be paid for 2 hours of work time. These employees will not have to stay and work if school is closed (announced as teachers do not have to report).

Status of all hourly employees is determined by the supervisor.

## **II. TRAINING and PROBATIONARY EMPLOYEES**

### A. Training for Part Time and Full Time Employees:

Upon presentation of evidence that the employee has successfully completed the required course, the Board of Education will reimburse the employee for the cost of the class. The Board will pay for the class one time only, per employee.

The Board of Education will pay the registration fees and the minimum wage for time spent in classes and seminars for employees who are required to complete training in order to maintain their current positions.

Head cooks will be required to complete the following classes:

Sanitation and Safety	(120)
School Food Service Basics	(100)
Communications	(140)
Principles of Food Preparation-Intro	(160)
Healthy E.D.G.E.	(180)

All other food service staff will be required to complete the following classes:

Sanitation and Safety	(120)
School Food Basics	(100)

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Completion of the above training programs will be required to maintain current employment status. Voluntary completion of additional class will be considered when evaluating candidates for advancement. Employees who accept promotions must complete the required training within one (1) calendar year in order to maintain their advancement.

Failure to complete the required coursework within the deadlines specified will result in the employee's employment being immediately terminated. Further, employees must pass the required course; failure will result in immediate termination of employment.

**B. Probationary Employees:**

New employees after the signing of this agreement shall be considered as probationary employees for the first 60 working days. At that time the employee will be evaluated and if determined to remain, he shall be entered on the seniority list of the unit and shall rank in seniority from their date of hire

**III. This agreement shall be retroactive to July 1, 2003, and shall continue until the 30th day of June, 2006.**

FOOD SERVICE EMPLOYEES

ATHERTON BOARD OF EDUCATION

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Food Service Ratification: \_\_\_\_\_

Board Ratification: \_\_\_\_\_