

**INDEPENDENT SCHOOL DISTRICT NO. 1
AITKIN, MINNESOTA 56431**

**FOOD SERVICE
TERMS AND CONDITIONS OF EMPLOYMENT 2025-2026-2027**

ARTICLE I

Section 1. Definitions:

Fulltime: A fulltime employee is defined as an employee who works at least student days at 6 hours per day or more.

Parttime: A part time employee is defined as an employee who works 4 or more, but less than 6 hours per day.

Casual Employee: A casual employee is defined as an employee who works less than 4 hours per day.

Section 2. Salary Information:

Hourly Wages				
	Food Service Worker III (Head Cook)	Food Service Worker III (Head Cook)	Food Service Worker II (Cook)	Food Service Worker II (Cook)
	2025-2026	2026-2027	2025-2026	2026-2027
Step 1	\$20.52	\$20.93	\$17.32	\$17.67
Step 2	\$21.58	\$22.01	\$18.38	\$18.75
Step 3	\$22.63	\$23.08	\$19.44	\$19.83
Step 4	\$23.16	\$23.62	\$19.97	\$20.37
Step 5	\$23.69	\$24.16	\$20.50	\$20.91
Step 6	\$24.22	\$24.70	\$21.02	\$21.44
Step 7	\$25.10	\$25.60	\$21.91	\$22.35
Step 8	\$25.98	\$26.50	\$22.79	\$23.25
Step 12 - longevity - start yr 12	\$26.86	\$27.40	\$23.67	\$24.14
Step 15 – longevity – year 15	\$27.74	\$28.29	\$24.55	\$25.04

	Food Service Worker I (Assistant Cook)	Food Service Worker I (Assistant Cook)	Dishwasher (and Casual)	Dishwasher (and Casual)
	2025-2026	2026-2027	2025-2026	2026-2027
Step 1	\$16.39	\$16.72	\$14.36	\$14.65
Step 2	\$17.33	\$17.68	\$15.21	\$15.51
Step 3	\$18.27	\$18.64	\$16.07	\$16.39
Step 4	\$18.74	\$19.11	\$16.50	\$16.83
Step 5	\$19.22	\$19.60	\$16.92	\$17.26
Step 6	\$19.69	\$20.08	\$17.35	\$17.70
Step 7	\$20.51	\$20.92	\$18.08	\$18.44
Step 8	\$21.33	\$21.76	\$18.82	\$19.20
Step 12 - longevity - start yr 12	\$22.16	\$22.60	\$19.55	\$19.94
Step 15 - longevity - year 15	\$22.98	\$23.44	\$20.28	\$20.69

Subd. 1. Longevity Employees beginning their 25th year of service as an employee with the Aitkin Public Schools (not including years spent as a substitute) will receive an additional 2% added to his/her hourly wage.

Subd. 2. Placement on Schedule: New employees will be placed on a step of the salary schedule as agreed between the school district and the new employee.

Section 3. Work Schedule:

<u>Position</u>	<u>Work Days</u>	<u>Daily Hours</u>
Rippleside		
Food Service Worker III	Student Days +5	8 hours
Food Service Worker II	Student Days	7 hours
Food Service Worker I	Student Days	5 hours
Dishwasher	Student Days	3 hours
High School		
Food Service Worker II	Student Days	7 1/2 hours
Food Service Worker I	Student Days	7 hours
Dishwasher	Student Days	3 hours

Work days or hours may be administratively increased or decreased depending on workloads and budgetary requirements. In no case shall an employee work more hours than this contract states unless approved by the Superintendent or Business Manager. Approved overtime (over 40 hours per week) will be compensated at the rate of time and one half. All work days and hours are subject for review and adjustment upon retirements, transfers or expectations brought on by program change.

Section 4. Probation: New employees shall be considered as probationary employees for 90 working days, during which time the board can terminate the employee at will.

Section 5. New Hires: Any employee hired on less than 30 hours per week will be provided fringe benefits, per the contract on a pro rata basis. Employees working a minimum of 30 hours per week will be eligible for 100% fringe benefits. No benefits are provided for employees working less than four hours per day.

Section 6. Substitutes:

Subd. 1. Long term substitutes shall be paid on Step 1 of Article I, Section 2 and shall be eligible for all other fringe benefits of this contract with the exception of Article IV for which they are not eligible. A long-term substitute is defined as a person who does the work of an absent employee for a period of 30 consecutive school calendar days or more.

Subd 2. An employee who substitutes for another employee in a higher classification will receive the higher rate of pay after 5 consecutive school calendar days.

ARTICLE II
HOURS

Section 1. Regular Working Hours: The working hours will be as assigned by the Business Manager.

Section 2. Other Working Hours: All weekend, holidays and time after 40 hours in a given week will be paid at the rate of time and one half.

Section 3. Meetings: Cooks will not be paid additional for attending meetings called by the Food Service Director.

Section 4. Emergency Closings: When school is called off for an emergency, all employees are not to report for work on that day. A “make-up” day may be scheduled where the employee will be expected to report for duty.

On late starts or early dismissals, employees will report as directed by the Food Service Director.

If the day or hours are not made up, the day or hours will not be paid unless the employee opts to use personal leave.

ARTICLE III

Section 1. Severance:

Subd 1. Severance Benefit: For employees hired prior to July 1, 2010, the District will offer a severance benefit. In order to qualify for the severance benefit, the employee must have been employed by I.S.D. # 1 for at least 15 consecutive work years. To be eligible for these benefits an employee must submit

his/her written resignation prior to the May meeting of the Board of Education in the school year which the resignation will take place.

Consecutive Years of Service:

15 to 20 years: Daily rate of pay times unused sick leave (140 days maximum).

21 and beyond: Daily rate of pay times unused sick leave (at 140 days maximum) plus \$75 times years of service.

Consecutive years of service will not be considered broken in the event of a layoff provided the employee returns to work upon proper notification of recall from layoff. In addition, if an employee is off due to an accident or long-term illness his/her years of service will be considered consecutive provided he/she returns to work and is able to perform his/her duties for at least six months.

Severance benefits are only paid to employees who leave the School District in a voluntary separation (i.e., retirement, career change, etc.). The payment of severance will be made within 60 days of the last date of employment.

An employee who is receiving long term disability insurance benefits shall not be eligible for a retirement/severance payment.

Employees who separate due to retirement are eligible to remain in the existing group health and hospitalization plan provided the individual has met the age and service requirements necessary to receive an annuity from PERA. Payments for the insurance must be made in advance on a monthly basis.

Section 2. 403(B) Match: Employees are eligible for a 403(B) match based on years of service.

Continuous Years of District Service	Employer Match Per Year
1-3	\$0.00
4-9	\$350.00
10-14	\$400.00
15-20	\$450.00
21+	\$600.00

For employees hired on or after July 1, 2010, the total of the employer match funds will not exceed \$10,000 over the employee's years of service with the District. There shall be no balance paid, only the yearly match.

Section 3. Severance/Health Care Savings Plan: All eligible employees covered by this "Terms and Conditions of Employment" and eligible for a severance payment as described in Section 1, will participate, at retirement, in the Minnesota Post Employment Health Care Savings Plan (HCSP) authorized under Minnesota Statutes, Section 352.98 (Minn. Supp. 2001), administered by the Minnesota State Retirement System.

The total of the employer match funds described in Section 2 and the severance payment will not exceed the allowed sick leave value at retirement based on Section 1.

The qualified retiree will have any earned severance (as described in Subd. 1) paid according to Policy #430.

ARTICLE IV **GROUP INSURANCE**

Section 1. Health and Hospitalization:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the school district as provided by law. Employees may choose from various offered plans, coverages and deductibles which suit their individual needs.

Subd. 2. Contribution: The school board shall pay up to a maximum of \$600 per month July 1 through December 31, 2025, \$750 per month January 1, through December 31, 2026 and \$787.50 beginning January 1, 2027 toward the monthly premium cost of individual and dependent health and hospitalization coverage for regular employees and at a pro rata rate for employees who are employed by the district in a capacity that is less than full time (Pro rata refers to new hires only as defined in Article I, Section 5.)

Subd. 3. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: An employee is eligible for school district contribution as provided in this article as long as the employee is employed by the school district and is scheduled to work at least thirty (30) hours per week or if the employee averaged thirty (30) hours per week according to the prior Affordable Care Act measurement period. Upon termination of employment, all district contributions shall cease. A terminated employee, whose termination was for reasons other than the employee's disability or retirement, may elect to continue insurance coverage for a period of time under COBRA or until re-employment and subsequent eligibility for coverage under another group plan, whichever is shorter. The terminated employee must pay full costs for continued coverage, in advance, on a monthly basis.

Subd. 5. In the event the district offers a health coverage option where two or more companies make coverage available to eligible employees or eligible retirees, it is agreed to that:

1. In the case where the district employs, in any capacity, married partners (both husband and wife), that couple is eligible for two separate single health coverage plans or one family plan per family. That one family plan can be the property of either partner.

2. In the case where the district insures both partners where either one or both partners are retired, or where one partner is retired and the other still employed by the district, as individuals they are eligible for two single health plans or one family health plan.

Section 2. Long Term Disability Insurance:

Subd. 1. Selection: The selection of the long-term disability insurance carrier and policy shall be made by the school district. The aggregate value of benefits provided shall not be less than those currently provided.

Subd. 2. Effective July 1, 1996, the employee shall pay the entire long-term disability insurance premium. The school board will reimburse the employee for this premium.

Subd. 3. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. An employee is eligible for long term disability coverage as provided in this article as long as the employee is employed by the school district. Upon termination of employment, all district contributions shall cease.

Section 3. \$50,000 Life Insurance:

Subd. 1. Selection: The selection of the life insurance carrier and policy shall be made by the school district. The aggregate value of benefits provided shall not be less than those currently provided. Benefit amounts are subject to the terms, conditions and applicable limits defined by the policies.

Subd. 2. The school board shall pay the entire life insurance premium for individual employees qualifying for benefits.

Subd. 3. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. An employee is eligible for life insurance coverage and school district contribution as provided in this article as long as the employee is employed by the school district. Upon termination of employment, all district contributions shall cease.

Section 4. Eligibility: The Board agrees to make the contributions provided for all employees qualifying for benefits.

Subd. 1. In the event of absence of an employee from work because of injury, illness or sickness, the School Board shall continue to make the required contributions during the time the employee is using the accumulated sick leave days due to injury, illness or sickness. In event of leave of absence or military leave or in the event employees are laid off or are off because of illness, sickness or injury beyond the accumulated sick leave period or eligibility for long term disability, they shall be permitted to continue coverage as a member of the group by paying in advance the regular monthly premium as paid by the School Board after the respective date the contributions by the School Board cease pursuant to the provisions hereof. Provided that such coverage may be continued during the time of the disability as established by the long term disability insurance carrier as provided in the insurance policy.

Subd. 2. In the event of any absence without pay, the employee shall pay the pro rata share of the school board contribution.

Subd. 3. New employees hired shall have payment made on their behalf by the School Board commencing on the first of the month following the date of their employment. Employees returning to

work or reinstated following an absence from work where their seniority has not been interrupted shall have payment made on their behalf on the first of the month following their return to work.

Section 6. Tax Sheltered Annuities: Employees may request to take part in a tax-sheltered annuity program in accordance with School Board policies relating to the same.

ARTICLE V **ABSENCE FROM WORK**

Section 1. Sick Leave:

Subd. 1. All full and part-time employees shall earn 1 1/3 days per month, up to 12 days annually.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 200 days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the School Board whenever an employee's absence is due to illness, injury or disability of the employee or as allowed under Minnesota Statute. The maximum sick leave an employee can use for a disability shall be the minimum amount necessary to qualify for disability benefits provided under Article V.

Subd. 4. The School Board may, where insufficient reason is suspected, require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

Subd. 5. In the event that a medical certificate will be required the employee will be so advised.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7. Sick leave pay shall be approved only upon submission of a request through the designated process.

Section 2. Personal Leave:

Subd. 1. All full time and part time employees shall be granted personal leave of four (4) days per year, non-cumulative, for situations which must be handled during school hours requiring the employee's personal attention. Personal leave days taken shall be deducted from sick leave.

Subd. 2. Requests for this leave must be made through the designated process to the Superintendent of School at least three days in advance, except in the event of emergencies. The request shall state that the proposed leave is for personal reasons. Personal leave must have prior approval for the purpose of limiting the number absent to no more than one of the employees on a given day.

Subd. 3. Leave Buy Back Provision: Non-probationary members of the unit have the option to sell back unused personal days. The member can request pay for up to Three (3) days of unused personal time. Requests for buy back must be made on or before the last day of school.

Section 3. Bereavement Leave: All full time and part time employees shall be granted up to five (5) days bereavement leave, per occurrence, in the event of the death of a sibling, son in law, daughter in

law, brother or sister in law, parent, grandparent, grandchild or parent-in-law, step sibling or step parent. Employees shall be allowed ten (10) days bereavement leave per occurrence in the event of the death of a spouse, child or stepchild. The first three (3) days will not be deducted from sick leave. All days over three will be deducted from sick leave.

Section 4. Leave of Absence: An employee upon written request may be granted a leave of absence without pay for up to five (5) years. Said leave must have approval by the School Board. An employee shall retain fringe benefits by paying monthly for them in advance. The employee shall receive no step advancement on the salary schedule for the year(s) absent.

Section 5. Leave of Absence Without Pay (Less than one year):

Subd. 1. Leave of absence without pay may be granted by the Superintendent for personal reasons up to a maximum of ten days per year per employee, non-cumulative. The Board of Education may grant leaves for more than ten days. Not more than two employees shall be granted this leave for the same period of time.

Subd. 2. Requests for leave of absence without pay must be submitted to the immediate supervisor no less than two weeks and no more than one month in advance. Leaves will be granted on a first come basis, i.e. requests received first will be given priority.

Subd. 3. The supervisor will approve or disapprove the request and forward it to the Superintendent of Schools for final approval or disapproval. The Board of Education and the administration reserve the right to refuse to grant leave.

Subd. 4. Leave of absence without pay that does not have prior approval shall not be allowed. Any employee who is absent from work without prior approval shall lose all pay and fringe benefits for the time absent.

Subd. 5. There will automatically be a hearing scheduled with the Board of Education and the Board may impose any penalties it deems appropriate.

Section 6. Legal Leave:

Subd. 1. In cases where an employee must appear as a witness at the request of the Board the employee shall not lose any pay or fringe benefits for the time absent.

Subd. 2. In cases where the employee must make an appearance at a job-related liability legal proceeding the employee shall not lose any pay or fringe benefits for the time absent.

Section 7. Maternity Leave: A pregnant employee shall notify the Superintendent in writing three (3) months prior to the effective date of leave and also date of delivery of the child. At the same time, the employee shall submit a written request to the Superintendent for a maternity leave including commencement date and return date, or if the employee so elects, a written resignation.

Subd. 1. A pregnant employee shall be afforded a maternity leave of absence provided she follows the procedures outlined in this section. Failure to comply with provisions of this section shall constitute grounds for denying a maternity leave and under such circumstances, the employee's employment may be terminated by the School Board.

Subd. 2. An employee who is pregnant shall either submit a written resignation or request a leave of absence in writing subject to the provisions of this section.

Subd. 3. Accumulated sick leave benefits will be paid for pregnancy, childbirth, or related disabilities, commencing with the date on which they become disabled to such an extent that they are unable to perform their job assignments, provided that:

1. The District shall be provided with a physician's certificate stating the date on which such disability commenced; and,

2. Said sick leave benefits shall automatically cease to be paid 14 calendar days following the date pregnancy ends, unless said employee shall promptly provide the District with a physician's certificate stating that said employee is still disabled on such date. In that event, benefits shall cease as of the date the disability ends as certified by the physician.

Subd. 4. The parties further agree that any maternity leave of absence granted under this section shall be a leave without pay.

Subd. 5. If parts of this clause are contrary to statute, the statute will be followed.

Section 8. Child Care Leave: Unpaid leaves of absence to natural or adoptive parents in conjunction with birth or adoption, will be granted according to Minnesota State Law.

Section 9. Jury Duty: When an employee is called for jury duty or subpoena and must lose duty days as a result thereof, the employee shall receive his/her regular rate of pay after submitting to the school district the pay received for serving on jury duty excluding meal and mileage reimbursement.

Section 10. Vacations and Holidays: No employees covered under this schedule are eligible for vacation or holiday benefits.

ARTICLE VI **GENERAL**

Section 1. Wages are to be paid bi-monthly on the 15th day of the month and the last working day of the month, unless otherwise specified by the School District. Employees working less than the full year shall be deemed on leave of absence for the period not employed.

Section 2. Sport Passes: Employees may purchase season sports passes for him/herself and his/her household at 50% face value until September 30. Any passes purchased after September 30 will be at full price. If sports passes are lost, new passes can be purchased according to school district policy. A household shall consist of an employee, spouse, and children less than 22 years of age as long as they are still in school.

Section 3. Term: This schedule was adopted by the Board of Education and shall be in effect from July 1, 2025 through June 30, 2027.