NUTRITION SERVICES AGREEMENT

BETWEEN

ASSOCIATION OF NUTRITION SERVICES OF ISD #833

AND

INDEPENDENT SCHOOL DISTRICT #833

COTTAGE GROVE, MN

JULY 1, 2026 – JUNE 30, 2028

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SOUTH WASHINGTON COUNTY SCHOOLS
NUTRITION SERVICE AGREEMENT

ARTICLE 1
PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District No. 833, Cottage Grove, Minnesota, hereinafter referred to as the School Board, and Association of Nutrition Services of ISD 833, hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act, as amended, hereinafter referred to as the P.E.L.R.A., provides the terms and conditions of employment for the duration of this agreement.

ARTICLE 2
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes Association of Nutrition Services of ISD 833, as the exclusive representative for food service employees employed by the School Board of Independent School District No. 833. The Association shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Association is recognized as the exclusive representative of all nutrition service employees, excluding supervisory employees, Part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week, floating or seasonal employees whose services do not exceed sixty-seven (67) days per calendar year, and emergency employees.

Section 3. Job Classifications: Job classifications agreed by the School Board and the Association to be included within the appropriate unit are as follows:

Cook Manager of Central Kitchen/Cook Manager High School/Management Trainer
Cook Manager Middle School
Frontline Trainer

Cook Manager Elementary/Floating Manager

Assistant Cook Manager of Central Kitchen/Assistant Cook Manager of High School
Assistant Cook Manager of Middle School
Assistant Cook Manager Elementary

Lead Cashier

Nutrition Service Worker

Excluding all other job classifications of the School Board. Classifications listed above are in the bidding rights order. All employees shall be compensated for all hours worked in accordance with the schedule based on their assignment.

Section 4. Disputes: Disputes as to the inclusion or exclusion of a new or a modified job classification may be referred to the Bureau of Mediation Services for determination.

ARTICLE 3
DEFINITIONS

Terms not defined by this AGREEMENT shall have those meanings as defined by the P.E.L.R.A.

ARTICLE 4
SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The Association recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School Board, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Effect of Laws, Rules and Regulations: The Association recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School Board. The Association also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provisions of this Agreement found to be in violation of any such law, rules, regulations, directives or orders shall be null and void without force and effect.

Section 3. Reservation of Managerial Rights: The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

ARTICLE 5
EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative of the employee to the expression or communication of a view, grievance, complaint or opinion on any matter

related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Association.
Section 2. Right to Join: Employees shall have the right to join the Association and shall have the right not to join the Association.

Section 3. Request for Dues Check-Off: With the authorization of the employee, each employee shall have the right to request and be allowed dues checkoff for the Association. The employee request shall be in the form of a written authorization, online sign-up, or audio recorded phone authorization submitted to the Association. The Association shall provide the District with the appropriate form of authorization (examples include paper, electronic file, audio file) for dues deduction. The School District agrees to honor and implement all the terms of dues-checkoff authorizations submitted by the Association and agreed to by the Employee. The proceeds thereof shall not be allowed to the Association if it has lost its right to dues check-off pursuant to the P.E.L.R.A-Deductions shall be made monthly and transmitted to the Association together with a list of names of the employees from whom deductions were made.

Section 4. Termination of Check-Off: Deductions may be terminated by the employee by giving 30 calendar days written notice to the School Board business office to stop deductions.

Section 5. Indemnification: The Association shall indemnify and hold the School Board harmless against any and all claims, orders or judgments made against the School Board in the administration of Section 3 and 4 of this Agreement.

Section 6. Employee Information: The Employer shall provide upon request to the Association an updated electronic bargaining unit list of employees including name, address, telephone number (home and mobile), email address, work hours, classification, date of hire, and seniority date.

Section 7. New Employee Orientation: It is in the interest of the Employer and the Association that all newly hired employees are informed of the rights, obligations, and benefits of their employment with the Employer. Accordingly, the Employer shall notify the Association and the Association Steward of all new employees once per month. The Employer shall supply the following information to the Association regarding each newly hired employee immediately upon hire: name, address, telephone number (home and mobile), email address (if available), work hours, classification, and date of hire. The employer will inform the Labor Representative and Chief Steward about the time and place of the back to school workshop. The employer will allow a reasonable amount of time to introduce the Labor Representative and/or Chief Steward.

ARTICLE 6
EMPLOYMENT STATUS AND PROBATIONARY PERIOD

Section 1. Employment Status:

Subd. 1. Employees scheduled to a normal work day of six (6) hours or more shall be defined as Full-time employees.
Subd. 2. Employees scheduled to a normal work day of less than six (6) hours shall be defined as Part-time employees.

Section 2. Probationary Period:

Subd. 1. All employees new to the bargaining unit shall serve a probationary period of ninety (90) working days during the school year with a ninety (90) working day extension provided the employee and Association are notified of the extension and the reason therefore. An employee who successfully completes the probationary period shall be considered a regular employee.

Section 3. Promotional Trial Period:

Subd. 1. A Full-time or Part-time regular employee who changes classification shall serve a ninety (90) working day trial period. During the trial period, the School District may return the employee to the previously held job classification, or the employee may elect to return to the previously held job position within 10 working days.

ARTICLE 7
DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge: The School Board may discipline employees for just cause. Discipline will normally be in the following form:

a) Oral reprimand
b) Written reprimand
c) Suspension
d) Discharge

Provided, however, in the case of a more serious violation of School District rules, the preceding progressive discipline need not apply.

Section 2. Written Reprimands: A copy of reprimands and/or notices shall be given to the employee, the Association Labor Representative and Chief Steward immediately upon issuance. Written reprimands, notices of suspension shall not be used for purposes of progressive discipline after twenty-four (24) calendar months. However, progressive discipline need not be followed in incidents or violations of a serious nature and may remain active past the twenty-four (24) month calendar period. Employees who have received a written reprimand, letter of reprimand and

notice of suspension or letter of suspension within twelve (12) months shall not be eligible to bid on other positions.

Section 3. Suspensions and Discharges: All suspensions and discharges will be in written form and copies will be emailed to the Association immediately upon issuance of such notices. Discharges will be preceded by a suspension during which an investigation of the incident leading to the discharge will be conducted.

Section 4. Disciplinary Meetings: In the event a meeting is held for disciplinary purposes, the affected employee shall have the right to have an Association steward and/or an Association representative present.

Section 5. Posting of Rules: Nutrition Services work rules shall be contained in the Standard Operating Procedures Manual. The Standard Operating Procedures Manual shall be made available to employees in each kitchen. All employees shall acquaint themselves with rules relative to their job duties.

ARTICLE 8
JOB CLASSIFICATIONS, RATES OF PAY, AND HOLIDAY PAY

Section 1: Job classifications agreed by the School Board and the Association to be included within the appropriate unit are as follows:

Cook Manager of Central Kitchen/Cook Manager High School/Management Trainer
Cook Manager Middle School
Frontline Trainer

Cook Manager Elementary /Floating Manager

Assistant Cook Manager of Central Kitchen/Assistant Cook Manager of High School
Assistant Cook Manager of Middle School
Assistant Cook Manager Elementary

Lead Cashier

Nutrition Service Worker

Excluding all other job classifications of the School Board. Classifications listed above are in the bidding rights order. All employees shall be compensated for all hours worked in accordance with the following schedule based on their assignment.

Section 2. Rates of Pay:

2026-2027

Job Class	STEP 1	STEP 2
Cook Mgr. Central Kitchen/Cook Mgr. High School/Mgmt. Trainer	$30.75	$32.10
Cook Mgr. Middle School	$29.42	$30.75
Cook Mgr. Elementary**/Frontline Trainer/Floating Mgr.	$27.85	$28.92
Asst Cook Mgr. Central Kitchen/Asst Cook Mgr. High School	$28.08	$29.15
Asst Cook Mgr. Middle School	$26.47	$27.82
Assistant Cook Manager Elem **	$25.17	$25.97
Lead Cashier prior 6.30.16	NA	$25.17
Lead Cashier after 7.1.16	$23.30	$24.20
Nutrition Service Workers	$22.76	$23.67

** High Volume Elementary = + .50/hour (determined July 1st each year)

2027-2028

Job Class	STEP 1	STEP 2
Cook Mgr. Central Kitchen/Cook Mgr. High School/Mgmt. Trainer	$31.87	$33.24
Cook Mgr. Middle School	$30.51	$31.87
Cook Mgr. Elementary**/Frontline Trainer/Floating Mgr.	$28.41	$29.50
Asst Cook Mgr. Central Kitchen/Asst Cook Mgr. High School	$29.14	$30.23
Asst Cook Mgr. Middle School	$27.50	$28.88
Assistant Cook Manager Elem **	$25.67	$26.49
Lead Cashier prior 6.30.16	NA	$25.67
Lead Cashier after 7.1.16	$23.77	$24.68
Nutrition Service Workers	$23.22	$24.14

** High Volume Elementary = + .50/hour (determined July 1st each year)

Section 3. Longevity Pay:

2026-2028 Longevity Pay

Lead Cashier, Nutrition Services Worker:

0 – 2 Years of Service	$0.00
3 Years of Service	$0.15
4 Years of Service	$0.20
5 Years of Service	$0.25
6 Years of Service	$0.30
7 Years of Service	$0.35
8 Years of Service	$0.40
9 Years of Service	$0.50
10 Years of Service	$0.70
11 Years of Service	$0.80
12 Years of Service	$0.90
13 Years of Service	$1.00
14 Years of Service	$1.10
15 Years of Service	$1.30
16 Years of Service	$1.40
17 Years of Service	$1.50
18 Years of Service	$1.60
19 Years of Service	$1.70
20 Years of Service	$1.80
21 Years of Service	$1.90
22 + Years of Service	$2.00

2026-2028 Longevity Pay

Cook Manager Central Kitchen/Cook Manager High School, Management Trainer, Cook Manager Middle School, Cook Manager Elementary, Frontline Trainer, Floating Manager, Assistant Cook Manager Central Kitchen, Assistant Cook Manager High School, Assistant Cook Manager Middle School, Assistant Cook Manager Elementary:

0 – 2 Years of Service	$0.00
3 Years of Service	$0.30
4 Years of Service	$0.40
5 Years of Service	$0.50
6 Years of Service	$0.60
7 Years of Service	$0.70
8 Years of Service	$0.80
9 Years of Service	$0.90
10 Years of Service	$1.10
11 Years of Service	$1.20
12 Years of Service	$1.30
13 Years of Service	$1.40
14 Years of Service	$1.50
15 Years of Service	$1.70
16 Years of Service	$1.90
17 Years of Service	$2.10
18 Years of Service	$2.30
19 Years of Service	$2.50
20 Years of Service	$2.70
21 Years of Service	$2.90
22 + Years of Service	$3.00

Section 4: An employee working as a Floater, Lead Cashier High School, or Nutrition Services Worker High School will receive premium pay of $.50 per hour for each hour worked after the completion of the employee's probation period.

Section 5. Schedule Advancement: Any employee hired or placed in a new classification between July 1 and December 31 will advance 1 step the following July 1. Any employee hired between January 1 and June 30 will remain on the same step until July 1 following the anniversary date of employment.

Section 6. In Charge Differential: Whenever the Manager is absent, at an approved meeting, or away from the building for one (1) hour or more, the Assistant Manager shall receive additional $1.25 per hour for each hour worked in the capacity of the Manager. When the Lead Cashier is gone for a full day, the cashier who performs the duties of the Lead Cashier shall be paid the lead cashier premium.

Section 7. Mileage: Employees required by the School Board to use their personal vehicle in the performance of scheduled duties and responsibilities shall be compensated for mileage at the current IRS rate. Mileage shall be paid for attendance at monthly Manager Meetings, both ways from the employee's kitchen location to the site of the Manager Meeting.

Section 8. Holiday: Full-time employees shall be paid for three holidays: Thanksgiving, Christmas and New Years, provided the employee is in pay status the last regularly scheduled work day before and the first regularly scheduled work day after Thanksgiving Day, Christmas Day and New Year's.

ARTICLE 9
GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carriers and policy shall be made by the School Board.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Single Coverage: The School Board shall contribute toward the monthly premium for Single coverage for all eligible Full-time employees who qualify for and are enrolled in the group health, hospitalization and major medical insurance programs for the Open Access High Deductible and Co-Pay Plans.

Insurance Premium contributions provided by the District for Single Coverage in both networks:

$15 Co-Pay:	2026 - $416.00	2027 - $416.00	2028 - $416.00
$25 Co-Pay:	2026 - $416.00	2027 - $416.00	2028 - $416.00
$1K High Deductible:	2026 – $558.97	2027 - $614.86	2028 - $676.35
$3K High Deductible:	2026 – $558.97	2027 - $614.86	2028 - $676.35

Subd. 2. Family Coverage: The School Board shall contribute toward the monthly premium for Family coverage for all eligible Full-time employees who qualify for and are enrolled in the group health, hospitalization and major medical insurance programs for the Open Access High Deductible and Co-Pay Plans.

Insurance Premium contributions provided by the District for Family Coverage in both networks:

$15 Co-Pay:	2026 - $936.00	2027 - $936.00	2028 - $936.00
$25 Co-Pay:	2026 - $936.00	2027 - $936.00	2028 - $936.00
$1K High Deductible:	2026 – $1518.09	2027 - $1669.90	2028 - $1836.89
$3K High Deductible:	2026 – $1518.09	2027 - $1669.90	2028 - $1836.89

VEBA: (Voluntary Employee Beneficiary Association) Employees enrolling in the High Deductible Insurance Plan, single or family, are eligible for the negotiated District VEBA contribution. The plan year shall run January 1st through December 31st. Any employees enrolling in the VEBA plan with an effective date other than the first day of the plan year would have their contribution prorated on a per pay period basis. Upon separation, an employee would retain what is in the employee's

account. Any balances in employee accounts will roll over into the next plan year. Employees on the Single Open Access High Deductible Plan will receive a $1,283.17 annual contribution toward a VEBA paid out according to the Benefits schedule. Employees on the Family Open Access High Deductible Plan will receive a $2,040.46 annual contribution toward a VEBA paid out according to the Benefits schedule.

Section 3. Life Insurance: The School Board shall contribute to a maximum of $6.25 towards the monthly premium of a $50,000 term life insurance policy for all eligible Full-time employees who are enrolled in the School Board group term life insurance program.

Section 4. Long Term Disability Insurance: The School Board shall provide no contribution to the monthly premium of the long-term disability insurance premium. All eligible Full-time employees shall enroll and participate in the group long term disability insurance program and pay the full premium by payroll deduction.

Section 5. Dental Insurance:

Subd. 1. Single Coverage: The School Board shall contribute to a maximum of $36.23 in 2026 and a maximum of $42.96 effective January 1, 2027, toward the monthly premium for single coverage for all eligible Full-time employees who are enrolled in the School Board group dental program.

Subd. 2. Family Coverage: The School Board shall contribute to a maximum of $91.05 in 2026 and a maximum of $100.00 effective January 1, 2027, toward the monthly premium for family coverage for all eligible Full-time employees who are enrolled in the School Board group dental program.

Section 6. Payroll Deductions: The difference between the monthly costs of the group insurance programs and the School Board's contributions established by Sections 2, 3, 4, and 5 of this Article shall be paid by enrolled employees through payroll deduction.

Section 7. Voluntary Participation: Participation by any eligible employee in the insurance programs established by this Article is voluntary. Eligible employees who choose not to participate shall receive no additional compensation in lieu thereof.

Section 8. Claims Against the School Board: The School Board and the Association agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policies contracted by the School Board and an insurance carrier pursuant to this Article. The School Board's only obligation is to contract for insurance policies and contribute such amounts as established by this Article. No claim shall be made against the School Board as a result of a denial of insurance benefits or non-eligibility as determined by an insurance carrier.

Section 9. Duration of Insurance Contribution: Upon termination of employment of benefit eligible employees, medical, dental, and life coverage continues to the end of the month in which termination occurs. Disability and flex coverage terminate on the last day worked. Upon

termination of employment, Full-time and Part-time employees shall have such rights of conversion or continuation of coverage as provided by law or the insurance contracts.

ARTICLE 10
PAID ABSENCE LEAVE

Section 1. Rate of Accumulation: Full-time employees shall be credited with 15 days of paid absence leave as of September 1 of each school year. Part-time employees shall be credited with one (1) hour of paid absence leave for every thirty (30) hours worked.

Subd. 1. Part-time and Full-time employees who terminate employment prior to the completion of a school year who have exhausted their paid absence leave, shall reimburse the School Board for paid absence leave used in excess of the prorated portion of leave earned based upon the number of days worked to the total work year.

Subd. 2. For Part-time employees, their PAL Day shall be defined as the number of hours per day they are assigned.

Section 2. Maximum Accumulation: Unused paid absence leave shall accumulate to an unlimited amount.

Section 3. Uses of Paid Absence Leave: Employees may use paid absence leave for absences pursuant to Minn Statute 181.9447.

Subd. 1. Absences Because of Illness or Injury to the Employee:

A. Employees who are unable to perform work duties and responsibilities because of personal illness or injury shall notify their supervisor as soon as possible or no later than 7:30 AM.

B. Prior to the final approval of paid absence leave, the Director shall have the right to require an employee to furnish medical evidence from a qualified physician, indicating such absence was due to personal illness or injury.

C. Approved paid absences due to personal illness or injury shall be deducted from the employee's accumulated paid absence leave.

D. Whenever possible, doctor and/or dental appointments shall be scheduled during non-duty hours.

Subd. 2. Absences Because of Illness or Injury in the Employee's Family:

A. Employees may use paid absence leave for absences due to an illness or injury in the employee's family pursuant to Minn Statute 181.9447.

B. Family members and eligibility are defined per applicable federal and state statutes.

C. Prior to the final approval of paid absence leave the Director shall have the right to require an employee to furnish medical evidence from a qualified physician, indicating such absence was due to family illness or injury.

Subd. 3. Bereavement Leave:

A. An Employee may use paid absence leave for absences due to bereavement pursuant to Minn Statute 181.9447.

B. Approved paid absence due to a death in an employee's family shall be deducted from the employee's accumulated paid absence leave.

Subd. 4. Absences Because of an Injury on Duty: Upon the request of a Part-time or Full-time employee who is absent from work as a result of compensable injury as covered under the provision of the Workers' Compensation Act, the School Board will pay the difference between the compensation benefits received by an employee and the employee's daily rate of pay to the extent of the employee's accumulated paid absence leave.

Subd. 5. Absences Because of Personal Business:

A. In the event it is necessary for a Full-time employee to be absent to conduct personal business which cannot be attended to outside of the employee's basic work day, the employee may be granted up to three (3) days of paid absence leave per work year and may roll over no more than two (2) of these days from one school year to the next. Personal Business Leave balance cannot exceed more than five (5) days at one time.

B. In the event that it is necessary for a Part-time employee to be absent to conduct personal business, which cannot be attended to outside of the employee's basic work day, the employee may be granted up to two (2) days of paid absence leave per work year and may roll over no more than (1) of these days from one school year to the next. Personal Business Leave balance cannot exceed more than three (3) days at one time.

C. Approved paid absence due to personal business shall be deducted from the employee's accumulated paid absence leave.

D. Requests for personal business leave shall be made in writing at least seven (7) calendar days in advance to the Director, except in the event of an emergency, and shall be subject to the approval of the Director. A maximum of five (5) employees may be absent due to personal business any given day.

Subd. 6. Absences Because of Adoption/Foster Care:

"Full-time, benefit eligible, and Part-time employees with accrued paid absence leave will be granted up to 12 weeks leave for the adoption of a child. The period of time shall, at the direction of the adoptive parent, begin before or at the time of the child's placement in the adoptive parent's home, for the purpose of arranging for placement or caring for the child after placement. Additional days may be requested, subject to the approval of the Director of Human Resources on a case by case basis. Approved paid absences for the purposes of adoption shall be deducted from the employee's paid absence leave. Employees shall be granted up to ten (10) days of paid absence leave per school year for the placement of a foster child. Additional days may be requested, subject to the approval of the Director of Human Resources on a case by case basis. Approved paid absences for the purposes of foster placement shall be deducted from the employee's paid absence leave.

Section 4. Child School Activity Leave: In accordance with Minnesota Statute § 181.9412, the Employer will grant a Full-time employee leave up to a total of sixteen (16) hours during any school year to attend conferences or classroom activities related to the employee's child, providing such activities cannot be scheduled during non-work hours. The employer will grant Part-time employees who work twelve (12) hours or more per week the equivalent of up to a total of two (2) work days during any school year to attend conferences or classroom activities related to the employee's child, providing such activities cannot be scheduled during non-work hours. Requests for School Conference Leave shall be made in writing at least seven (7) calendar days in advance to the Supervisor, except in the event of an emergency. School Conference and Classroom Activities will apply only to students in grades Kindergarten through 12. Personal Business leave may be used if employee chooses to receive compensation for absence due to attendance at a school conference or activity.

Section 5. Absences Because of Jury Duty Service: Any Nutrition Services employee who is called to serve jury duty for a municipal, county, state or federal court shall be provided with full pay for each day of required jury duty service. The employee shall, by payroll deduction, reimburse the School District for any per diem paid to the juror by the court for jury duty service, except that the employee shall retain any mileage and meal allowances paid by the court.

Section 6. Notice to Director: Part-time and Full-time employees shall have the personal responsibility to notify the Director of an intended absence a reasonable time prior to the start of their basic work day. Employees failing to give such notice shall not be eligible for any paid absence established by this Article.

Section 7. Compensation During Paid Absence: Part-time and Full-time employees who have the approval of the Director for a paid absence, established by Section 3, shall be compensated at their daily rate of pay for each basic work day of absence.

Subd. 1. The paid absence compensation shall not exceed the employee's daily rate of pay.

Subd. 2. Paid absence leave compensation shall cease when a Part-time or Full-time employee's paid absence leave accumulation is exhausted.

Section 8. Separation from Employment: Upon termination of employment accumulated paid absence leave shall be waived except as otherwise provided in Article 17 of this working agreement.

Section 9. Change of Employment Status: If an employee's hours are voluntarily or involuntarily reduced, the employee may use their paid absence leave balance subject to the provisions of this Article, and further accrual shall be accrued in accordance with the Part-time accrual formula.

Section 10. Unused Paid Absence Leave Payout: Full-time and Part-time Nutrition Service workers have the option to sell back one (1) day of Paid Absence Leave (PAL) per year at the end of the school year. Payout is the rate of pay for one rostered day according to the employee's regular work schedule on the first day of school. The number of hours and dollar amount must equal a normal workday's pay for the employee selling back and cannot sell back individual or partial hours.

ARTICLE 11
HOURS OF WORK

Section 1. Work Schedule: The work schedule shall be determined by the Director of Nutrition Services, subject to approval by the Superintendent, and shall include hours of work and an unpaid lunch period.

Section 2. Overtime: Work scheduled and performed by employees under the following circumstances shall be considered overtime and shall be compensated at the rate of 1 ½ time an employee's hourly rate of pay. Overtime must receive prior written approval by the Director of Nutrition Services.

Subd. 1. Hours scheduled and worked in excess of forty (40) hours per week.

Subd. 2. Hours scheduled and worked in excess of eight (8) hours per day. Provided however, this subdivision does not apply to temporary mutually agreed upon changes in hours scheduled and worked by Cook Managers.

Subd. 3. Hours worked on a Saturday or Sunday. In the event that employees are needed to work Saturday or Sunday, the scheduling of work shall be offered by seniority and classification within the building, provided that the School Board has the right to schedule necessary employees to work if necessary volunteers are unavailable.

Subd. 4. Call backs in the same day shall be paid at the rate of 1 1/2 times the employee's hourly rate of pay.

Section 3. Transfer: It shall also be the responsibility of the Director of Nutrition Services to transfer personnel. The interests of the employee will always be considered. If it becomes necessary to transfer personnel, the least senior employee shall be the first transferred. The job posting provisions in Article 12 shall be used before any transfers are made.

Section 4. As Needed Employees: The School Board reserves the right to employ personnel, as it deems desirable or necessary, or on "as needed" or casual basis.

Section 5. School Closings:

Subd. 1. As of September 15 of each school year the food serving calendar shall be established and posted. If the School Board determines to reduce the number of serving days the provisions of subdivision 3 shall apply.

Subd. 2. If the schools are closed districtwide prior to the start of the scheduled workday by the Superintendent for any emergency, which does not require food service employees to report, the employees do not report to work. Employees may choose to use available PAL Emergency Closing Day/Hours via Skyward or go unpaid for the day. However, employees who are not notified of a school closing, prior to reporting for work, shall be paid for the hours they work. If the Superintendent orders cessation of work, the employees shall be paid for

their full shift.

Subd.3. In the event that all the students of a school are gone on a school trip or if a single site or multiple sites are closed at any point prior to or during the workday by the Superintendent or designee for an emergency, the Director of Nutrition Services may assign employees to other sites as needed since these days are considered duty days. If employees are not reassigned to another site, employees may choose to use available PAL or go unpaid for hours they do not work. If a single site or multiple sites are closed at any point prior to or during the workday by the Superintendent or designee for any emergency, the Director of Nutrition Services may assign employees to other sites as needed. If employees are not reassigned to another site, employees may choose to use available PAL Emergency Closing Day/Hours via Skyward or go unpaid for hours they do not work.

Section 6. Fall Term Hours: Contemplated changes in the hours of work for the Fall term will be posted in all affected cafeterias prior to the expiration of the Spring term. This section shall not prevent the District from making necessary changes in the event circumstances arise that are beyond the control or foreknowledge of the District.

Section 7. Unpaid Lunch Period: Employees may be permitted to leave their scheduled cafeteria work area during the scheduled unpaid lunch period, provided a Cook or Cook Manager ServSafe Certified Manager is present, and subject in all cases to the needs of the food service program. If a Cook, Cook Manager or Assistant Cook Manager intend to leave their building during the unpaid lunch time, they must phone the Director of Nutrition Services prior to their departure and upon their return.

Section 8. Mandatory Meeting: Mandatory meetings scheduled outside of the employee's regular schedule, shall be posted two weeks in advance of the meeting.

Section 9. Hourly Reduction: In the event there is a reduction in workforce and the employee's employment status changes so that they are no longer benefit eligible, the district will give the employee no less than a 30-calendar day notice of the reduction. The employee's insurance benefits will continue for the remainder of the month, plus two additional months. During the insurance extension period the employee has an affirmative obligation to bid on a benefit eligible position, should one become available, provided the employee is qualified for the position. The employee has the right to remain in the position with reduced hours.

ARTICLE 12
SENIORITY

Section 1. Seniority Definition: Seniority shall be determined via hire date within the Nutrition Services Employee Group.

Section 2. Posting: In the event of a vacancy in a bargaining unit position, the position shall be posted via email and posted in each school and on the District Website for a period of five (5) calendar days. All bargaining unit positions in new schools shall be posted as vacancies and filled according to the procedures in this article. Floating employees may be used until the job can be filled. Summer postings will begin on the first Monday after July 4 of each year and will be posted via the District Website. In the event the hours per day of an occupied bargaining unit position is increased to affect the fringe benefit eligibility of the employee in the position, the position shall be posted as if it were a vacant position.

Section 3. Repeat Vacancies: A classification, building, and number of hours need be posted no more than once every four months. If a vacancy occurs within four months of a posting, the position shall be filled by the most senior qualified bidder who bid on the previous posting. If there are no such bidders on file, probationary employees may bid before the district seeks those from other classifications or from the open market.

Section 4. Filling Position:

Subd. 1. A vacant part-time position shall first be filled from among bidders working in the same or a higher classification as the vacancy. The position shall be offered to the qualified bidder with the greatest total seniority in the same or higher classification.

Subd. 2. For the purpose of filling a position (bidding) job classification shall be considered in the following rank order:

Cook Manager of Central Kitchen/Cook Manager High School/Management Trainer
Cook Manager Middle School
Frontline Trainer

Cook Manager Elementary /Floating Manager

Assistant Cook Manager of Central Kitchen/Assistant Cook Manager of High School
Assistant Cook Manager of Middle School
Assistant Cook Manager Elementary

Lead Cashier

Nutrition Service Worker

Subd. 3. An employee is eligible to bid on a new or vacant position only once per school year unless the change would result in an increase in work hours or wages. Employees who have received a written reprimand or notice of suspension within twelve (12) months shall not be eligible to bid on other positions.

Subd. 4. If the position is not filled through the foregoing, the position shall next be filled from among bidders in all other classifications, on the basis of the qualifications and total seniority of the bidders.

Subd. 5. An employee who bumps into a lower class at the end of a school year shall maintain their former classification status until such time that she/he actually begins working in a new classification.

Subd. 6. An employee promoted to a permanent vacancy, shall remain on the same step when moving into the new classification.

Subd. 7. An employee who successfully bids to a permanent position or takes a summer position in a lower class shall, on salary schedule step placement, be placed at the salary step in the new classification that provides the smallest actual decrease in hourly wage.

Section 5. Hiring of Employees: The top 5 most senior qualified applicants will be invited to an interview.

Section 6. Lay-Offs: Lay-off of bargaining unit employees shall be made in the order of inverse classification seniority subject to the procedure contained in this section. The School Board shall provide the Association with classification seniority lists each October 1 and March 1 for the operation of this procedure.

Subd. 1. The least senior employee in the classification that is being reduced shall be laid off first.

Subd. 2. Any employee notified of a lay-off shall have the right to replace the least senior bargaining unit employee in the same classification or the least senior employee in any lower classification, provided the notified employee has more bargaining unit seniority than the employee being replaced.

Subd. 3. No new employees shall be hired in bargaining unit positions in a classification until employees in a lay-off status in that classification have been offered re-employment.

Subd. 4. Any employee in a lay-off status who declines re-employment in the classification in which she last served shall be considered to have resigned.

ARTICLE 13
LEAVES OF ABSENCE

Section 1. Personal or Medical Leave: Employees may request unpaid leaves for personal or medical reasons. The School District may grant such unpaid leaves at its discretion, and such leaves shall be limited to no more than two years in duration.

Subd. 1. Notice: The employee shall give the School Board notice in writing of a request for an unpaid leave for personal or medical reasons no later than thirty (30) calendar days prior to the commencement of the leave, except in the event of a medical emergency. Such notice shall contain a requested commencement date and return date for the leave.

Subd. 2. Return to Work: The employee shall be entitled to return to work in accordance with the dates of the leave request as approved by the School Board.

Subd. 3. Retention of Benefits: An employee returning from an authorized leave of twelve (12) weeks or less shall return to the same position held before the leave. An employee returning from an authorized leave of more than twelve (12) weeks shall return to a position of same classification and pay as the one held before the leave unless other arrangements are made prior to the leave. Seniority during unpaid leaves shall continue to accrue.

Section 2. Conformance to Law: The provisions of this Section are subject to such amendment or modification as may be required to comply with any future applicable State or Federal laws or regulations which may become binding upon the parties hereto. The Association and the District agree to follow all Federal, State and local laws, regulations and guidelines with respect to the administration of leave of absence where the provisions of this agreement are more favorable for the employee than those provided under law, the terms of this agreement shall prevail.

Section 3. Continuance of Insurance: Subject to the provisions of this Agreement, and the limitations of the group insurance programs established by Article 9, an employee on an unpaid Leave of Absence may continue to participate in the group insurance programs. An employee choosing to continue participation shall pay the entire monthly premiums of such programs effective on the date the Leave begins.

ARTICLE 14
PHYSICAL EXAM, CERTIFICATION, AND TESTING

Section 1. Physical Examination: Current employees may be required to have a physical examination if it is deemed in the best interest of the District. The examination shall be conducted at a clinic designated by and at the expense of the School Board. Any required inoculations that are not covered by the employee's health insurance will be paid for by the district.

Section 2. Certification and Workshops:

Subd. 1. As a condition of employment all employees shall satisfy the following certification and workshop requirements.

Position - Cook Manager, Assistant Cook Manager
Requirement: Must obtain the Food Manager Certificate from the State of Minnesota Assistant Cook Manager within three (3) months of employment within that classification. Thereafter, the employee must renew the Food Manager Certificate prior to the expiration date on the certificate. Failure to properly renew/maintain the Food Manager Certificate shall be considered a voluntary resignation. Additionally, all Managers and Assistant Managers must obtain a ServSafe allergen certification every two (2) years.

Position – Nutrition Services Worker
Requirement: Nutrition Service Worker must complete the Sanitation (ServSafe or equivalent) course within twelve (12) months of employment. A Nutrition Service Worker who does not complete the course within twelve (12) months of employment will be considered a voluntary resignation. Part-time employees will be required to take a sanitation course every 5 years.

Mileage and tuition or fees for certification classes or workshops shall be paid for by the School Board, except that mileage shall not be paid if the classes or workshops are offered in the District, and the employee chooses to take the classes or workshops at another location. Each employee who is required to be certified shall post their certification in their kitchen.

Subd. 2. The School Board shall have the right to schedule workshops in accordance with the school district calendar.

Section 3: Testing for All Managers, Assistant Managers, Designated Backups, and Lead Cashiers:

Subd. 1. All Managers, Assistant Managers, Designated Backups, and Lead Cashiers must pass mutually agreed upon testing criteria determined by administration and the Association as part of the eligibility criteria for the classification.

ARTICLE 15
UNIFORM POLICY

Section 1. Requirement: To ensure that food is prepared and served in a sanitary environment all nutrition service employees are required to wear uniforms.

Section 2. Reimbursement:

Subd. 1. All employees will be required to wear anti-slip shoes while on duty. Nutrition Services will reimburse up to $150 annually for Full-time employees and up to $100 annually for Part-time employees for black pants and/or anti-slip shoes which are required to be worn while on duty.

Subd. 2. All Pants and shoes must be approved by management.

Subd.3. District will supply 5 shirts for Full-time employees and 3 shirts for Part-time employees every other year.

ARTICLE 16
GRIEVANCE PROCEDURE

Section 1. Definition: A grievance shall be defined as a dispute which arises concerning the application or interpretation of the terms of this Agreement.

Section 2. Time Limitation and Waiver:

Subd. 1. Grievances shall not be valid for consideration unless the grievance is initiated within ten (10) calendar days after the event giving rise to the grievance. See Section 3, Step 1. Failure to initiate a grievance within such time period shall be deemed a waiver of the grievance.

Subd. 2. Failure to appeal a grievance from one level to another within the time periods herein provided shall constitute a waiver of the grievance.

Subd. 3. Failure of the School Board or its designated representative to respond to the grievance within the time limits herein provided shall be considered a denial and immediately appealable to the next step.

Subd. 4. The time limits of the grievance procedure can be mutually extended by the parties. Such extensions shall be in writing and signed by the parties.

Section 3. Adjustment of a Grievance: A grievance as defined by Section 1 shall be resolved in the following manner:

Step 1. The grieving employee shall meet and discuss with the employee's supervisor the alleged grievance within ten (10) calendar days after the event giving rise to the grievance. In the event the grievance is not resolved. It may be appealed by the Association in writing within seven (7) calendar days to the Director of Nutrition Service.

Step 2. Following receipt of the Step 1 appeal the Director of Nutrition Services and the Director of Human Resources shall meet with an Association representative and the employee to discuss and attempt to resolve the grievance. The Director of Human Resources shall provide the Association with a written response to the grievance within ten (10) calendar days of the meeting. In the event the grievance is not resolved in Step 1, it may be appealed by the Association in writing within seven (7) calendar days to the School Board.

Step 3. If a grievance is properly appealed, the School Board shall set a time to hear the grievance within twenty (20) calendar days after receipt of the appeal. Within twenty (20) calendar days after the meeting, the School Board shall issue its decision in writing. At the option

of the School Board, a committee or representative(s) of the School Board may be designated to hear the appeal at this level and report its findings and recommendations to the School Board.

Step 4. Arbitration:

A. In the event the grievance is not resolved in Step 2, it may be appealed by the Association to arbitration, provided such appeal is made in writing within seven (7) calendar days after receipt of the decision in Step 2. If a grievance is appealed to arbitration, a representative of the School Board and the Association shall meet and attempt to mutually agree on a suitable arbitrator. If the parties cannot agree upon the arbitrator, either party may request the Public Employment Relations Board (P.E.R.B.) to submit a list of five (5) arbitrators from which the parties shall select one. The method of selection shall be in accordance with the rules of the P.E.R.B.

B. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the School Board, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. The arbitrator's decision shall be based solely on the arbitrator's judgment of this Agreement and the evidence and testimony presented at a hearing.

C. A valid arbitrator's decision shall be binding on the School Board, the Association, and the employees.

D. Each party shall bear its own expenses in connection with the arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case to arbitration. The parties shall share equally the fees and expenses of the arbitrator.

ARTICLE 17
SEVERANCE

Section 1. Insurance: Employees with at least ten (10) years of continuous full-time service, who retire between the ages of 55 and 65, may remain in the District group health insurance, at their own expense, to age 65.

Section 2. Tax Sheltered Annuity: A tax sheltered annuity matching program will be made available for employees. Eligible employees may elect to make contributions by payroll deduction to a qualifying 403(b) plan, and the School District shall contribute a dollar for dollar matching amount to the employee's plan, effective January 1, 2011, for Full-time employees to a maximum of $1250.00 per calendar year at the rate of $104.17 per month and for Part-time employees to a maximum of $625.00 per calendar year at the rate $52.09 per month.

Subd. 1. Maximum Payment for Unused Paid Absence Leave: After ten (10) years of continuous Full-time employment, a nutrition service employee shall be eligible for payout of unused paid absence leave. The employee must submit written notification of intent to retire thirty (30) calendar days prior to said retirement date in order to be eligible to receive a severance payment in an amount of the employees unused paid absence leave at the time of retirement, not to exceed, nine hundred (900) hours times the employees hourly rate of pay at the time of notice of intent to retire.

Subd. 2. Payment: Upon retirement, an eligible employee shall receive a single severance payment that shall be paid directly into the retiree's 403B account as designated by the retiree. The retiree will not receive any direct payment from the District for severance pay. An employee eligible for the severance package shall have their maximum severance amount reduced by the amount of the employer matching contribution to the Matching plan described in section 2. Should the employee choose not to participate in the Matching Plan, there will be no reduction in severance.

ARTICLE 18
PUBLIC OBLIGATION

Section 1. No Strike: The exclusive representative agrees that at no time prior to the expiration of the 2024-2026 collective bargaining agreement will either the exclusive representative or any person acting on its behalf, nor any individual employee, engage in any strike, including sympathy strikes, or unfair labor practice as defined by the P.E.L.R.A.

Section 2. No Lockout: In consideration hereof, the school district agrees that it will not engage in any lock out of members of the bargaining unit during the period covered by the no strike agreement.

Section 3. Procedure: The parties agree that procedures affecting this article are provided for by the P.E.L.R.A. and, therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE 19
DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2026, through June 30, 2028, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desire to modify or terminate this Agreement commencing on July 1, 2026, it shall give written notice of such intent no later than April 1, 2028. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) calendar days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and the Association as the exclusive representative of employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements,

resolutions, practices, School Board policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the terms and conditions of employment or matters not referred to in this Agreement, shall not be open for negotiation during the terms of the Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: Association of Nutrition Services #833

Chief Steward

Signed this 4th day of November, 2026

For: South Washington County Schools Independent School District No. 833:

Chair

Clerk

Chief Negotiator

Signed this 5th day of November, 2026

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