



AGREEMENT

with

**Owatonna Educational Support
Staff
(Health Office Nurses)**

2025-2027

**INDEPENDENT SCHOOL DISTRICT #761
333 EAST SCHOOL STREET
OWATONNA, MINNESOTA 55060**

Table of Contents

	Page Number
PREAMBLE	3
DISCRIMINATION	3
EMPLOYEE HARASSMENT	3
ARTICLE I RECOGNITION	3-4
Section 1 - Recognition	3
Section 2 - Appropriate Unit	4
ARTICLE II SCHOOL DISTRICT RIGHTS	4
Section 1 - Inherent Managerial Rights	4
Section 2 - Management Responsibilities	4
Section 3 - Effect of Law, Rule, and Regulations	4
Section 4 - Reservation of Managerial Rights	4
ARTICLE III EMPLOYEE RIGHTS	4- 5
Section 1 - Rights to View	4
Section 2 - Rights to Join	5
Section 3 - Personnel Records	5
Section 4 - Meet and Confer	5
ARTICLE IV ASSOCIATION SECURITY	5-6
Section 1 - Dues Checkoff	5
Section 2 - Indemnification	5
Section 3 - Exclusive Representative Meetings	5
Section 4 - Union Leave	5-6
ARTICLE V DEFINITIONS	6
Section 1 - Terms and Conditions of Employment	6
Section 2 - Health Office Nurses	6
Section 3 - Position Eligibility	6
Section 4 - Eligibility for Benefits	6
Section 5 - School Board	6
ARTICLE VI HOURS OF SERVICE	7-8
Section 1 - Duty Year Work Schedule	7
Section 2 - Staff Meetings	7
Section 3 - Breaks and Meals	7
Section 4 - Overtime	8
Section 5 - Holidays	8
ARTICLE VII LEAVES	8-12
Section 1 - Sick Leave	8
Section 2 - Personal Leave	9
Section 3 - Wellness Leave	9
Section 4 - Medical Leave of Absence	9
Section 5 - Bereavement Leave	9
Section 6 - School Conference and Activities Leave	9-10
Section 7 - Emergency Leave	10
Section 8 - Jury Duty Leave	10
Section 9 - Military Leave	10
Section 10 - Emergency School Closing	10
Section 11 - Child Care Leave	10-12
Section 12 - Depleted Leave Accrual	12

	Section 13 - Unpaid Leave of Absence	12
ARTICLE VIII	PROBATIONARY PERIOD	12
ARTICLE IX	POSITION CHANGES AND SENIORITY	12-14
	Section 1 - Job Postings	12-13
	Section 2 - Transfers	13
	Section 3 - Establishment of Seniority List	13
	Section 4 - Reduction in Workforce	13
	Section 5 - Reinstatement	13-14
ARTICLE X	DISCIPLINE AND DISCHARGE	14
	Section 1 - Progressive Discipline & Representation	14
	Section 2 - Suspension or Immediate Discharge	14
ARTICLE XI	GRIEVANCE PROCEDURE	14-17
	Section 1 - Grievance Definition	14
	Section 2 - Representative	14
	Section 3 - Definition and Interpretation	14-15
	Section 4 - Time Limitation and Waiver	15
	Section 5 - Adjustment of Grievance	15-16
	Section 6 - School Board Review	16
	Section 7 - Denial of Grievance	16
	Section 8 - Arbitration Procedures	16-17
ARTICLE XII	BASIC SCHEDULE AND RATES OF PAY	18
	Section 1 - Salary Schedule	18
	Section 2 - Additional Compensation	18
ARTICLE XIII	WAGES/DEDUCTIONS/DISTRIBUTIONS	19
	Section 1 - Distributions	19
	Section 2 - Reclassification	19
ARTICLE XIV	GROUP INSURANCE PROGRAMS	19-20
	Section 1 - Eligibility	19
	Section 2 - Health and Hospitalization Insurance	19-20
	Section 3 - Insurance Premium Tax Shelter	20
	Section 4 - Dental Coverage	20
	Section 5 - Long Term Disability (Income Protection)	20
	Section 6 - Life Insurance	20
	Section 7 - Workers' Compensation	20
ARTICLE XV	BASIC SEPARATION/RETIREMENT	20-21
	Section 1 - Separation/Retirement	20
	Section 2 - Early Retirement	21
ARTICLE XVI	MATCHING ANNUITY PROGRAM	21
ARTICLE XVII	COMPLETE AGREEMENT	21
ARTICLE XVIII	SAVINGS CLAUSE	21
ARTICLE XIX	DURATION	22

PURPOSE OF AGREEMENT

This agreement, entered into between Independent School District No. 761, Owatonna, Minnesota, hereinafter referred to as the Employer, and the Owatonna Educational Support Staff-Health Office Nurses, hereinafter referred to as to Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, and provides the terms and conditions of employment for health office nurses of School District No. 761.

DISCRIMINATION

No person in the United States shall, on the grounds of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identify or expression or disability, or any other basis ("Protected Class") as prohibited by law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of Independent School District No. 761.

Nothing in this Agreement shall be construed or applied to deny to any Employee the employment opportunities stated within. Any alleged denial of these employment opportunities may be a direct violation of employment practices and shall be submitted to the grievance procedure.

EMPLOYEE HARASSMENT

It is the policy of the Owatonna Public Schools to maintain a learning and working environment that is free from unwelcome verbal or physical conduct that harasses, disrupts, or interferes with Employee work performance or creates an intimidating, hostile, or offensive work environment.

Employee harassment is any unwelcome conduct that illegally discriminates against an Employee and includes sexual harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other inappropriate verbal or physical conduct of a sexual nature.

The Employer will act to investigate all complaints, either formal or informal, verbal or written, of harassment and discipline any Employee who harasses a student or Employee of the School District according to current Board policy.

ARTICLE I **RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition:

In accordance with PELRA, the School District recognizes Owatonna Educational Support Staff-Health Office Nurses as the exclusive representative of the Health Office Nurses employed by the School District, which, as Exclusive Representative, shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit

Education Minnesota-Owatonna ("Union") will represent all Health Office Nurses of the School District as defined in this Agreement and in the PELRA and by certification of the Bureau of Mediation Services, dated March 31, 2025, BMS Case No. 25PCD1054.

ARTICLE II
SCHOOL DISTRICT RIGHTS**Section 1. Inherent Managerial Rights:**

The employees recognize that the School District 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 District, the overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

Section 2. Management Responsibilities

The employees recognize the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District.

Section 3. Effect of Law, Rules, and Regulations

The exclusive representative recognizes that all employees covered by this Agreement will perform the services prescribed by the School District and will be governed by School Board policies, rules, regulations, directives, and orders which are not inconsistent with the terms and conditions of employees set forth in this Agreement and which are issued by properly designated officials of the School District. Any provision of this Agreement found in violation of any law, rule, or regulation thereunder will be without force or effect.

Section 4. Reservation of Managerial Rights

The foregoing enumeration of School District rights and duties will 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 District.

ARTICLE III
EMPLOYEE RIGHTS**Section 1. Right to Views**

Pursuant to PELRA, nothing contained in this Agreement will be construed to limit, impair or affect the right of any employee, or their representative, 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 exclusive representative.

Section 2. Right to Join

Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and not to join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the School District.

Section 3. Personnel Records

All evaluations, files, and records generated by the School District relating to each employee shall be available upon written request. The employee shall have the right to request any contents of their own personnel file and to submit for inclusion the employee's response to any material contained within. Such request will be made to the Human Resources Department. Upon written request for the contents of the evaluation and/or personnel file by the employee, the School District will email a scan of the requested item(s) to the employee. At the employee's request, the District will supply the employee with a printed copy of the requested item(s), which the employee can pick up at the Human Resources Office during business hours. The School District may destroy or expunge such files as provided by law.

Section 4. Meet and Confer

Upon written request by the Union or School District, the School District shall meet and confer with the Union on items not covered by this Agreement, pursuant to PELRA.

ARTICLE IV **ASSOCIATION SECURITY**

Section 1. Dues Checkoff

Each employee shall be eligible to request payroll deductions for the withholding of union dues. Such requests shall be in writing on a form provided by the Union and delivered to the payroll office. Upon receipt of a properly executed authorization form from the employee, the School District will deduct, in eighteen (18) equal installments from the employee's paycheck beginning in September of each year, the dues the employee has agreed to pay the exclusive representative during the effective period of authorization. Request by the employee to cease dues deductions submitted in writing to the payroll office shall be honored and dues deductions ceased as of such written notice.

Section 2. Indemnification

The exclusive representative agrees to indemnify and hold the Employer harmless against any claim, suit, or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employee under the provisions of this Article II.

Section 3. Exclusive Representative Meetings

Exclusive representative meetings shall be held outside of regular work hours and according to District policies governing the facility usage.

Section 4. Union Leave

The OESS and OESS-Health Office Nurses share union leadership and local bylaws. The OESS and OESS-Health Office Nurses shall be allowed three (3) unpaid days of union leave during the life of this contract to conduct the official business of the Association. The

Association shall pay the member's daily rate of pay for each Association leave day. These days shall be used in full increments and shall be non-accumulative. The administration shall be given at least 48 hours' advance notice of the use of such leave to permit orderly scheduling. These days shall not be counted against an Employee's benefit eligibility.

ARTICLE V **DEFINITIONS**

Section 1. Terms and Conditions of Employment

Will mean the hours of employment, the compensation, therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of the School District. The terms in both cases are subject to the provisions of the PELRA.

Section 2. Health Office Nurses

Health Office Nurses shall mean all employees employed by the School District in a capacity exclusively associated with the School District's health services program who hold, at a minimum, a valid Licensed Practical Nurse (LPN) license or Registered Nurse (RN) license and who meet the position eligibility requirements set forth below.

The term Health Office Nurses as used herein excludes supervisory, administrative, and confidential employees, licensed school nurses, essential employees, part-time employees whose service does not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year, emergency employees, and any employees who do not hold a valid LPN or RN license.

Section 3. Position Eligibility

Employees in the Health Office Nurse classification must hold, at a minimum, a valid LPN nursing license and may hold additional nursing licensure beyond an LPN, including a Registered Nurse (RN) license.

Employees who do not hold an LPN or RN license, including but not limited to health aides, health assistants, certified nursing assistants (CNAs), or similar positions, are not part of the Health Office Nurse classification and are not covered by this Agreement.

Section 4. Eligibility for Benefits

Employees regularly scheduled for a minimum of thirty (30) hours or more per week throughout the school year are eligible for benefits.

Section 5. School Board

For purposes of administering this Agreement, the term "School Board" may also mean the designated representative.

ARTICLE VI

HOURS OF SERVICE

Section 1. Duty Year Work Schedule

Prior to June 1, Employees will be notified of their tentative work schedule for the next school year. If there is a change in assigned work hours and/or days by the District causing a reduction from full-time to part-time status after June 1, the District shall be responsible for providing a revised assignment notice in a timely manner. Prior to July 1, the Employees will be notified of their tentative building assignments for the next school year.

The work schedule for Employees includes a minimum of all student contact days for their assigned building(s), inclusive of calendar-designated late starts, with the discretion of the district administration to add additional days and/or hours for meetings or training. All Employees shall be assigned starting times and work schedules by the Employer.

Section 2. Staff Meetings

Subd. 1: Attendance Requirement: Employees shall attend one (1) after-school staff meeting per month that school is in session. Each meeting shall not exceed sixty (60) minutes in duration.

Subd. 2: Compensation: Employees shall be compensated at their regular hourly rate for attendance at the monthly staff meeting.

Subd. 3: Scheduling: Staff meetings shall be scheduled monthly. However, the supervisor retains the discretion to cancel a scheduled monthly staff meeting if it is determined that the meeting is not necessary.

Section 3. Breaks and Meals

Subd. 1: Lunch Period: Employees shall be provided an unpaid lunch of at least thirty (30) minutes on days when they are scheduled to work in excess of four (4) hours. Prior to January 1, 2026, if an employee is required to work because of an emergency or other operational need, as determined by the School District, they will be paid at their regular rate of pay for this time. Effective January 1, 2026, if an employee is required to work because of an emergency or other operational need, as determined by the School District, the employee shall receive their regular rate of pay for the time worked during the missed break, and an additional amount equal to the regular pay for that time. This results in a total compensation equal to twice the employee's regular pay for the duration of the missed break.

Subd. 2: Break Period: Employees shall receive one fifteen (15) minute paid rest period for every four (4) hours of scheduled work. Prior to January 1, 2026, if an employee is required to work because of an emergency or other operational need, as determined by the School District, they will be paid at their regular rate of pay for this time. Effective January 1, 2026, if an employee is required to work because of an emergency or other operational need, as determined by the School District, the employee shall receive their regular rate of pay for the time worked during the missed break, and an additional amount equal to the regular pay for that time. This results in a total compensation equal to twice the employee's regular pay for the duration of the missed break.

Section 4. Overtime

Hours worked beyond normal assignment shall be pre-approved by the Employee's supervisor. All hours worked in excess of forty (40) hours per week shall be compensated for at the rate of one-and-one-half (1 1/2) times the Employee's hourly rate of pay.

Sick leave, holidays, wellness leave, and bereavement are not included in the computation of overtime.

Section 5. Holidays

Eligible Employees shall receive the following holidays:

Thanksgiving Day

Christmas Day

New Year's Eve

New Year's Day

If a holiday listed above falls on Saturday or Sunday, the Employer will designate which days will be observed as the holiday.

ARTICLE VII **LEAVES**

Section 1 - Sick Leave

Subd. 1: Eligible Employees shall be granted one (1) day of sick leave per month worked. Daily value of sick leave credit shall be based on the average hourly workday of the Employee for the current fiscal period. Unused sick leave days may accumulate to 170 days of leave per employee. Employees who currently have more than 170 days will retain their current balance and not accrue days unless they drop below 170 days. Such accrual will be non-retroactive. The amount of accumulated sick leave will be indicated on each paycheck stub throughout the year. Sick leave shall not be earned when an employee is on unpaid status.

Subd. 2: Employees may utilize accrued sick leave for their own illness or injury, for preventive care or medical examinations, and for the illness or injury of a family member as defined under applicable state and federal law, provided the employee has unused sick leave at the time of the absence. Use of such leave must be requested in advance when possible and approved by the employee's immediate supervisor.

Employees who are absent from work due to illness or injury may be required to furnish a doctor's certificate of the Employee's illness or injury when the Employer has reason to believe the Employee is abusing or has abused sick leave, or there is a question whether the Employee is physically fit to return to work. The abuse of sick leave shall be just cause for discipline.

The Employee shall notify the Employer prior to returning to work.

Subd. 3: Sick leave allowed will be deducted from sick leave days accrued by the employee. Any days used in excess of the number of days of sick leave accrued must be approved at the discretion of the School District and will be without pay.

Section 2 - Personal Leave

A full-time Health Office nurse will receive two (2) personal leave days per contract year. Personal leave must be scheduled with the prior approval of the Supervisor. Up to two (2) unused personal leave days may be carried over into the immediately following contract year; however, in no event shall an employee have more than five (5) personal leave days available in any contract year.

No more than three (3) consecutive personal leave days may be used at one time unless otherwise approved at the discretion of the Superintendent or the Superintendent's designee. Unused personal leave days beyond the allowable carryover shall be forfeited and have no cash value.

Section 3 - Wellness Leave

A Health Office nurse who does not utilize sick leave during the school year may, upon completion of the school year, earn one (1) paid personal leave day. This paid personal leave day can only be used in the following school year. The value of the personal leave days shall be equivalent to the employee's current full or part-time assignment.

Section 4 - Medical Leave of Absence

For Employees who have a minimum of one (1) year of experience in the School District and who have exhausted their accumulated paid sick leave, the Employer shall allow an unpaid medical leave of absence for a period of six months. Upon expiration of six (6) months, the leave may be extended one additional six (6) month period at the discretion of the School District. The Employer reserves the right to require a physical examination by a doctor of its own choosing at its own expense as a condition of granting or continuing medical leave status. A medical leave of absence is not deemed interrupted by intermittent work if the same disability for which the leave of absence was granted is continuing and prevents the Employee from working.

An Employee shall be granted any benefits they are otherwise entitled to by State and Federal Laws.

Section 5 - Bereavement Leave

Eligible Employees shall be granted up to five (5) days' absence per occurrence with full pay for the funeral of a member of the Employee's immediate family or spouse's immediate family, which includes mother, father, brother, sister, wife, husband, child, niece, nephew, grandparents, and grandchildren. The fourth (4th) and fifth (5th) days of bereavement leave shall be deducted from the Employee's sick leave accumulation. Eligible Employees shall be granted one (1) day with pay per year for the funeral of other persons. All additional funeral leave shall be deducted from the Employee's sick leave accumulation.

Section 6 - School Conference and Activities Leave

In accordance with the provisions of MS 181.9412, the District will provide each employee with up to sixteen (16) hours of school conference and activities leave during any twelve-month period to attend school conferences or school-related activities related to the employee's child, provided the conference, activity, or observation cannot be scheduled during non-work hours. One school day's advance written notice shall be provided via the District's substitute/leave reporting system. The Director of Human Resources can waive the advanced written notice

requirement in emergency situations under exceptional or unusual circumstances. Such leave will be deducted from the employee's sick leave allowance. In addition to the statutory definition of school conference and activity leave, employees may also use school conference and activity leave for post-secondary college visits for high school-age students.

Section 7 - Emergency Leave

Eligible Employees may be granted an emergency leave when it is recommended by their supervisor and approved by the Superintendent's Designee. This leave shall be deducted from the Employee's sick leave accumulation.

Section 8 - Jury Duty Leave

All Employees shall be granted leave with pay for jury duty. However, for an Employee to be covered by this provision, the Employee shall turn over to the Employer their reimbursement for jury duty hours, except for reimbursement for meals and mileage.

Section 9 - Military Leave

An Employee shall be allowed military leave according to Minnesota State Statute.

Section 10 - Emergency School Closing

Subd. 1: School Cancellation: During the first two (2) days of the school year, when school is canceled for students due to inclement weather or other emergency, the work assignment will be determined by the immediate supervisor. Beyond the first two emergency days, the Employee may decide to work and be paid for hours worked. It is the responsibility of the Employee to notify their supervisor. If the Employee does not work, they will not be compensated.

Subd. 2: E-Learning Day: When the School District calls for an E-learning day, the Employees will not report to work, and the work assignment will be determined by the immediate supervisor.

Subd. 3: Delayed Start or Early Dismissal: In the event of a District-declared delayed start or early dismissal due to weather or other emergency conditions, non-certified employees may choose to report to work, work remotely if approved by their supervisor, or not work. Employees who work, either on-site or remotely, with supervisor approval, will be paid for time worked. Employees who choose not to work may use available leave, if applicable and available in their leave bank, or take the time as unpaid.

Subd. 4: District Closure: When the School District is closed due to inclement weather or another emergency and the School District does not call for an E-learning day, the Employees will not report to work and will be paid for their normal work assignment.

Section 11 - Child Care Leave

Subd. 1: Purpose: An employee, upon request, may be granted leave for the purpose of child care of a newborn child or for the adoption of a child. An eligible employee will be required to concurrently take a leave pursuant to the Family Medical Leave Act (FMLA), Paid Family and Medical Leave (PFML), and the Pregnancy Parental Leave Act. This leave will be granted to one (1) parent of a newborn or adopted child, provided such parent is caring for the child.

Subd. 2: Request: An employee making an application for child care leave will inform Human Resources in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave. For an adoption leave, the employee will inform Human Resources in writing at the earliest opportunity of the intention to take the leave.

Subd. 3: Use of Sick Leave for Pregnancy: If the reason for the leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of this Article during a period of physical disability. A pregnant employee will also provide at the time of the leave application, a statement from her licensed physician indicating the expected date of delivery.

Subd. 4: Use of Sick Leave for Adoption: An employee may request to use up to thirty (30) days of accumulated sick leave for adoption to assist in preparation and legal reasons of the adoption, as well as necessary travel and initial adjustment of the child. These days need not be taken consecutively.

Subd. 5: Date of Leave: The effective beginning date of a child care/adoption leave and its duration will be determined by mutual consent between the employee and Human Resources. In determining the date of the commencement and duration of the leave, Human Resources will review each case on its individual merits, taking into consideration the following:

- a. The continuity of the health services program for students. The commencement of the leave should normally coincide with some natural break in the school year, e.g., winter vacation, spring break, end of a grading period, the end of the school year, or the like.
- b. The request of the employee.
- c. The specific employment duties of the employee involved.
- d. The health and welfare of the employee, unborn child, or adopted child.
- e. The recommendation of the employee's licensed physician.

Subd. 6: Duration: In making a determination concerning the commencement and duration of a childcare/adoption leave, the School Board will not, in any event, be required to:

- a. Grant any leave of more than twelve (12) months in duration.
- b. Permit the employee to return to their employment prior to the date designated in the request for the leave, unless by mutual agreement of the employee and Human Resources.

Subd. 7: Approval of Leave: If the employee complies with all provisions of this Section and a leave is granted by the School Board, the employee will be notified in writing.

Subd. 8: Termination of Leave: Interruption of pregnancy will terminate the leave. Human Resources may require, in such cases, forty-five (45) days' notice to return.

Subd. 9: Reinstatement: An employee returning from child care/adoption leave of one (1) year or less may be re-employed in the position occupied prior to the leave, subject to the following conditions:

- a. The position has not been abolished.
- b. The employee is not physically or mentally disabled from performing the essential duties of the position with or without an accommodation.

Section 12 - Depleted Leave Accrual

Whenever absences are not covered by sick leave because of ineligibility or insufficient balance of sick leave accrual, a reduction in pay will be affected for the time away from work. The number of days approved for absence when leave accrual has been exhausted is subject to the Supervisor's approval as authorized by the Superintendent's designee. Abuse of this provision is cause for disciplinary action, including suspension without pay and termination.

Section 13 – Unpaid Leave of Absence

The District agrees to give consideration to requests from individual Employees covered by this agreement for leaves of absence without pay; said leave to be for 1 or more days, not to exceed 5 days. To be eligible, the Employee must have exhausted all provisions for leave as provided for under Article VI, Section 1, Subd. 3 and submit the request to the Superintendent or designee. Denial of such request is not subject to grievance under the provisions of this contract. Upon request, the Employer will meet with the Employee to discuss the reason for the denial.

ARTICLE VIII PROBATIONARY PERIOD

Section 1. Probationary Period

All Employees are on probation for the first twelve (12) months of their employment and may be dismissed at any time within this period with one (1) week's notice or for just cause, without any notice.

After the probationary term of Employment, an Employee will be given two (2) weeks' notice before separation from employment by the Employer, except in cases where just cause must justify immediate separation.

ARTICLE IX POSITION CHANGES AND SENIORITY

Section 1. Job Postings

Subd. 1: Notice of job openings and/or new positions will be posted for a minimum of five (5) days. The School District reserves the right to assign the best-qualified candidate. More senior Employee(s) who have made an application for a posted vacancy will be given reasons for non-transfer in writing if requested.

Subd. 2: Extended School Year Positions: Extended school year positions shall be posted internally for five (5) days for regularly assigned school year Health Office Nurses.

Section 2. Transfers

Subd. 1: By May 15, Employees may submit a written request for consideration for job assignment and/or building preferences for the following school year. Written requests shall be submitted to the Director of Human Resources.

Subd. 2: Administrative Reassignment During the School Year:

Administration reserves the right to make transfers during the school year. Prior to the proposed transfer, the administration will discuss the transfer with the employee and provide a minimum of 48 hours' notification. Administration will recognize seniority as a factor when considering administrative reassignments. Everything else being equal, seniority will prevail. Upon the request of the Employee, administration will provide written reasons for the transfer.

Section 3. Establishment of Seniority List

A seniority list of all eligible health office nurses will be maintained by the school district and posted by November 15 of each year. Employees will be placed on the seniority list by date of hire, beginning their second (2nd) year of employment as a health office nurse in a qualifying assignment.

An Employee whose name appears on the seniority list and disagrees with the order of seniority shall have ten (10) days from the date of posting to supply written documentation and request for change to the Employer.

Section 4. Reduction in Workforce

In the event the Employer elects to eliminate positions, the following procedures shall prevail:

- A. Employees with the most recent date of hire, according to the seniority list, shall be laid off first.
- B. The Employer will give two (2) weeks' notice to Employees prior to being laid off.

Section 5. Reinstatement

Subd. 1: Employees placed on unrequested leave of absence shall be reinstated in inverse order in which the Employees were placed on unrequested leave. (The last Employee placed on unrequested leave shall be called first.)

Subd. 2: When placed on unrequested leave, the Employee shall file his/her name and email address, and home address with the Employer's Human Resources Office to which any notice of reinstatement or availability of position shall be emailed and mailed. It shall be the responsibility of the Employee to provide a current email address, mailing address, forwarding address, or address changes. Failure of a notice to reach an Employee shall not be the responsibility of the Employer if any notice has been mailed as provided herein.

Subd. 3: If a position becomes available for a qualified Employee, the Employer shall mail the notice to such Employee. The Employee shall have ten (10) days from the date

of the notice to accept the re-employment. Failure to reply in writing within the (10) day period shall constitute waiver on the part of the Employee to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights. The written acceptance shall be considered timely if it is received within ten (10) days of the date of notification.

Subd. 4: Reinstatement rights shall automatically cease one year from the date of notification of placement on unrequested leave.

Subd. 5: Reinstated employees with no break in service will retain their original date of hire and any earned benefits.

ARTICLE X

DISCIPLINE AND DISCHARGE

Section 1. Progressive Discipline

Subd. 1: Inclusion: Disciplinary action may include oral reprimand, written reprimand, suspension, or discharge.

Subd. 2: Just Cause: No employee shall be disciplined without just cause. Any disciplinary action may be grieved and submitted to binding arbitration through the grievance procedures set forth in this Agreement.

Section 2. Suspension

No Employee shall be given an unpaid disciplinary suspension without just cause. The OESS-Health Office Nurses, with the consent of the affected Employee, shall have the right to file a grievance at Level 2 of the grievance procedure pursuant to Article XI, Section 5, Subd. B.

ARTICLE XI

GRIEVANCE PROCEDURE

Section 1 - Grievance Definition

A grievance shall mean a dispute or disagreement between the Employee and the Employer as to the interpretation of terms and conditions of employment in this Agreement. A grievance may be brought by an Employee or the Employer.

Section 2 - Representative

The Employee or Employer may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf. Such representation shall not exceed three (3) in number.

Section 3 - Definition and Interpretations

Subd. 1 - Extension: Time limits specified in this agreement may be extended by mutual agreement.

Subd. 2 - Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays (Monday through Friday) not designated as holidays by state or federal law.

Subd. 3 - Computation of time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4 - Filing and Recorded Date: The filing or service of any notice or document herein shall be timely if a mailed document bears a recorded postmark date or emailed document bears a recorded date within the time period

Section 4 - Time Limitations and Waiver

A grievance shall not be valid for consideration unless the grievance is received in writing via US mail or email by the party being served, within ten (10) days after the date the event giving rise to the grievance occurred, setting forth the facts and the specific provisions of this Agreement allegedly violated, and the particular relief sought. Failure to comply with this time period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another level within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the Employee and the Employer or its designee.

Section 5 - Adjustment of Grievance

The Employer and the Employee shall attempt to adjust such grievances which may arise during the course of employment of any Employee within the School District in the following manner:

- A. Level 1: If the written grievance is not resolved through informal discussions, the Employer or designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.
- B. Level 2: In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing to said Superintendent within five (5) days after receipt of the decision in Level 1. If a grievance is properly appealed to the Superintendent, the Superintendent or their designee shall set a time mutually agreeable to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.
- C. Level 3: In the event the grievance is not resolved in Level 2, the decision rendered may be appealed to the School Board, provided such appeal is made in writing via US mail or email to said School Board within five (5) days after receipt of the decision in Level 2. If the grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the

meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6 - School Board Review

The School Board reserves the right to review any decision issued under Level 1 or Level 2 of this procedure, provided the School Board or its representative(s) notify the parties of their intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to accept, reverse, or modify such decision.

Section 7 - Denial of Grievance

Failure by the School Board or its representative(s) to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the Employee may appeal it to the next level.

Section 8 - Arbitration Procedures

In the event the Employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

- A. Request: A request to submit a grievance to arbitration must be in writing and signed by the aggrieved party. Such requests must be filed in the office of the Superintendent of Schools via US mail or email within ten (10) days following receipt of the decision in Level 3 of this procedure.
- B. Prior Procedure Required: No grievance shall be considered by the arbitrator that has not been first duly processed in accordance with the grievance procedure and appeal provisions.
- C. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five (5) days after request to arbitrate, attempt to agree upon the selection of the arbitrator. If no agreement on an arbitrator can be reached, either party may request the Bureau of Mediation Services, hereinafter referred to as BMS, to supply a list of five (5) arbitrators. Upon receipt of the list of five (5) Arbitrators, the Employer and the Employee shall alternately strike names from the list until one (1) name remains. A flip of a coin shall determine which party shall strike the first name. Once an arbitrator has been selected, a meeting to hear the grievance shall be held at the first available date that the arbitrator submits. Failure to comply with the time period for requesting a list of arbitrators shall constitute a waiver of the grievance.
- D. Submission of Grievance Information: Upon selection of the arbitrator, the appealing party may, within five (5) days after notice of selection, forward to the arbitrator, with a copy to the School Board, the submission of the grievance, which shall include the following:
 - 1. The issue involved;

2. Statement of the facts;
 3. Position of the grievant; and
 4. The written documents relating to Paragraph D and Paragraph E of this Article X of the grievance procedure. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.
- E. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they choose and designate. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make written or oral arguments relating to the issue(s) before the arbitrator. The proceedings before the arbitrator shall be a hearing de novo.
- F. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by and in the PELRA of 1971.
- G. Expenses: Each party shall bear its own expenses in connection with the arbitration, including expenses related to the parties' representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. Either party may order a transcript or recording of the hearing and shall pay the costs and fees of the arbitrator.
- H. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to the proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the term 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 Employer, its overall budget, utilization of technology, the organizational structure, and the selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the Public School Boards to efficiently manage and conduct their operations with the legal limitations surrounding the financing of such operations.
- I. Personnel Files: All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- J. Withdrawal of Grievance: Grievances may be withdrawn at any level without prejudice.

ARTICLE XII
BASIC SCHEDULE AND RATES OF PAY

Section 1 – Salary Schedule

Subd. 1: Schedule

	<u>2025-2026</u>		<u>2026-2027</u>	
	LPN	RN	LPN	RN
Step 1	\$31.00	\$32.00	\$31.00	\$32.00
Step 2	\$32.00	\$33.00	\$32.00	\$33.00
Step 3	\$33.00	\$34.00	\$33.00	\$34.00
Step 4	\$34.00	\$35.00	\$34.00	\$35.00

Subd. 2: Transition Placement (2025-2026):

Notwithstanding any other provision of this Agreement, all employees who are placed into the Health Office Nurse bargaining unit upon the creation of this Agreement for the 2025–2026 school year shall be placed at Step 1 of the applicable salary schedule. Prior service with the School District in another classification or bargaining unit shall not apply for purposes of initial step placement under this Agreement.

Placement at Step 1 under this provision reflects the establishment of a new bargaining union and salary schedule and shall not be interpreted as a reduction in compensation or status.

Subd. 3: Step Advancement:

Each step on the salary schedule corresponds to a designated hourly rate of pay. Employees shall advance one (1) step on the salary schedule annually, effective **July 1**, provided the employee remains employed in the bargaining unit. Step advancement is subject to the terms of this Agreement and may be modified through collective bargaining.

Beginning July 1, 2027, newly hired employees shall be placed on the salary schedule at a step determined by the School District. In making this determination, the District may consider factors including, but not limited to, relevant nursing experience, licensure, certifications, and recruitment considerations.

Section 2 – Additional Compensation

Subd. 1 – Years of Service Increment:

After 5 years of service - \$500
After 10 years of service - \$750

An Employee is eligible to receive an annual years of service increment beginning in the school year following the completion of 5 and 10 years in the Health Office Nurse's unit. The stipend will be paid out in a lump sum on or before June 30 each year. In the implementation of this provision, the seniority list will be the basis for crediting years of service.

ARTICLE XIII

WAGES/DEDUCTIONS/DISTRIBUTIONS

Section 1 - Distribution

Employees shall be paid on the 15th and 30th of each month, or in accordance with the payroll schedule established by the District for classified employees. Compensation shall be paid via direct deposit and shall reflect submitted and approved time records, subject to standard payroll processing timelines.

Section 2 - Reclassification

Any Employee requesting reclassification shall submit the request by December 1st of any year. The consideration of the reclassification shall be completed by June 1st of the ensuing year, and the results of such reclassification shall be subject to the negotiated pay table for the next fiscal year.

The Employee shall follow the classification/ reclassification process as outlined by the Employer.

ARTICLE XIV

GROUP INSURANCE PROGRAMS

Section 1 - Eligibility

Group insurance programs shall be available to eligible Employees. Full-time school year Employees regularly scheduled for a minimum of thirty (30) hours or more per week throughout the school year are eligible for group insurance programs.

Full-time school year Health Office Nurses regularly scheduled for a minimum of thirty (30) hours or more per week throughout the school year shall be eligible for health and dental insurance benefits. It shall be the responsibility of the Employee to make an application for group insurance programs desired. Group insurance premiums or portions of premiums not paid by the Employer shall be paid by the Employee through payroll deduction.

The Employer shall not be responsible for any provisions and coverages not contained in any of the Employee group insurance contracts.

Section 2 - Health and Hospitalization Insurance

Subd. 1 - Single Coverage: The Employer shall contribute \$802.20 per month for twelve months during the 2025-2026 and 2026-2027 school years toward the premium for individual coverage for eligible Employees who qualify for and are enrolled in the Employer group health and hospitalization and who qualify for single coverage. Any additional costs of the premium shall be borne by the Employee and paid through payroll deduction.

Subd. 2 - Family Coverage: The Employer shall contribute \$1,843.00 per month for twelve months during the 2025-2026 and 2026-2027 school years toward the premium for dependent coverage for eligible Employees who qualify for and are enrolled in the Employer group health and hospitalization, and who qualify for dependent coverage.

Any additional costs of the premium shall be borne by the Employee and paid through payroll deduction.

If an employee does not earn enough in a pay period of a given school year to cover the employee's portion of the insurance premium, the employee shall pay off the balance owed through payroll deductions by the end of that school year.

Section 3 - Insurance Premium Tax Shelter

The employee insurance contributions shall be made with pre-tax earnings.

Section 4 - Dental Coverage

Eligible Employees may apply for enrollment in the Employer group dental insurance plan. The Employer shall contribute the full premium for individual and family coverage for employees who qualify for and are enrolled in the Employer group dental insurance plan. An employee must be assigned a schedule of a minimum of 30 hours per week throughout the school year to be eligible.

Section 5 - Long Term Disability (Income Protection)

The Employer shall contribute the full premium toward an income protection plan for full-time Employees. This program will pay 2/3 of the Employee's base salary with a 90 consecutive calendar day elimination period. The maximum benefit period will be detailed in the certificate of insurance document.

Section 6 - Life Insurance

The Employer shall contribute 100% of the cost of group term life insurance with a face value of \$50,000 for each full-time employee regularly scheduled for a minimum of thirty (30) hours or more per week throughout the school year, eligible under the terms of the Employer's group term life insurance program.

Section 7 - Workers' Compensation

Workers' Compensation Insurance is carried by the Employer. This insurance covers injuries that occur while the Employee is performing services in regard to their employment with the Employer. When an Employee is off work with a compensable injury, they shall receive the difference between their compensation check and their regular check until accumulated sick leave is depleted.

ARTICLE XV SEPARATION/RETIREMENT

Section 1 - Separation/Retirement

Subd. 1 - Separation: An Employee who voluntarily terminates employment will provide written notification to the Employer at least two (2) weeks prior to leaving. If two weeks' notice is not given, the Employee will forfeit any leave accruals, unless the two-week notification requirement is waived by the Superintendent.

Prior to leaving active employment, the Employee shall:

- (1) Return Employer keys and any other Employer property.
- (2) Return Employee identification badge.
- (3) Contact Employer regarding the conversion or cancellation of group health insurance or life insurance.

Section 2 – Early Retirement

The following constitutes conditions of eligibility and compensation for Employees desiring to elect early retirement:

- A. Employee must be at least fifty-five (55) years of age in order to make application for early retirement under this article;
- B. Employee must have completed at least ten (10) consecutive years of satisfactory employment with Independent School District No. 761;
- C. Employee must be in good standing and actively at work in a position regularly scheduled for a minimum of thirty (30) hours or more per week throughout the school year at the time provisions of this Article are applied for;
- D. If the above conditions are met, the Employee will be eligible for lump sum payment under this Article, calculated as follows:

Number of accumulated sick leave days (X) 50% (X) daily rate of pay at the time of retirement, up to 170 days maximum.

Employees receiving compensation under Early Retirement provisions will receive the compensation in the form of a lump sum paid on behalf of the Employee to the district-sponsored special pay deferral plan. Payout is two times per year on January 30 and July 31.

ARTICLE XVI **MATCHING ANNUITY PROGRAM**

A Health Office Nurse is eligible to participate in a School District matching annuity program as provided in M.S. 356.24 after one (1) year of service in the amount of \$600.

All amounts that the School District contributes to an employee's account under the matching annuity program shall be deducted from any compensation the employee is due under the Early Retirement provision.

ARTICLE XVII **COMPLETE AGREEMENT**

This Agreement constitutes the full and complete agreement between the Employer and the Exclusive Representative. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, Employer policies, rules, or regulations concerning the terms and conditions of employment inconsistent with these provisions.

ARTICLE XVIII **SAVINGS CLAUSE**

In the event that any provision, phrase, or clause of this agreement shall be at any time declared invalid by any court or jurisdiction, the decision shall not invalidate the entire Agreement. It being the expressed intention of the parties that all other provisions remain in full force and effect.

ARTICLE XIX
DURATION

This Agreement shall become effective on July 1, 2025, and shall remain in full force and effect through June 30, 2027.

Independent School District 761

Owatonna Health Office Nurses

School Board Chair

OESS President

District Chief Negotiator

OESS Negotiator

Date: _____

Date: _____