



Working Agreement Between
**International Union, United Automobile, Aerospace,
Agricultural Implement Workers of America, U.A.W.**
(CUSTODIANS & ENGINEERS)

and

Independent School District No. 492

July 1, 2023 - June 30, 2025

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(U.A.W.) CUSTODIANS & ENGINEERS WORKING AGREEMENT
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2023-2025

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ARTICLE 1: Parties

This Agreement, entered into between Independent School District No. 492, Austin, Minnesota, hereinafter referred to as the School District or sometimes referred to as employer, and the International Union, United Automobile, Aerospace, Agricultural Implement Workers of America, U.A.W., Local No. 867, Austin, Minnesota, hereinafter referred to as union, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for custodians and engineers during the duration of this Agreement.

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ARTICLE 2: Recognition of Exclusive Representative

- A. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the International Union, United Automobile, Aerospace, Agricultural Implement Workers of America, U.A.W., Local No. 867, Austin, Minnesota, as the exclusive representative for custodians and engineers employed by Independent School District No. 492, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

- B. Appropriate Unit: The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Paragraph B., of this agreement and the P.E.L.R.A.

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ARTICLE 3: Definitions

- A. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation thereof including fringe benefits, and such employer's personnel policies affecting the working conditions of the employees are set forth herein.
- B. Description of Appropriate Unit: For purposes of this Agreement, the classifications listed in Article XIII shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, office employees, food service employees, essential employees, part-time employees whose services do not exceed fourteen (14) hours per week or more than sixty-seven (67) work days per year, employees who hold positions of temporary or seasonal character **[Example: Summer employment]** for a period not in excess of sixty-seven (67) working days in any calendar year and emergency employees, and excluding all other employees.
- C. Days: Days shall mean calendar days unless otherwise noted.
- D. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

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ARTICLE 4: School District Rights

- A. Inherent Managerial Rights: The exclusive representative recognizes 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.
- B. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students at the School District.
- C. Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School District, 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 laws, rules, regulations, directives or orders shall be null and void and without force and effect.
- D. Reservation of Managerial Rights: The foregoing enumeration of School District 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 District.

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ARTICLE 5: Employee Rights

- A. Right to Views: Nothing contained in this agreement shall be construed to limit, impair or affect the right of any employee or the employee's 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, as 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.
- B. 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 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 employees of such unit with the School Board.
- C. Request for Dues Check-Off: Employees shall have the right to request and be allowed dues check-off for the employee organization of their selection, provided the dues check-off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check-off. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization.

Deductions may be terminated by the employee by giving thirty (30) days written notice to the School District business office to stop deductions. Deductions shall be made each payday and shall be transmitted monthly to the designated organizations together with a list of names of the employees from whom deductions were made.

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ARTICLE 6: Seniority

- A. The employer recognizes the principles of seniority.
- B. The positions of Custodian I & II, Assistant Custodian Engineer I & II, and Custodian Engineer/Engineer will be given preference of employment, jobs and advancement on the basis of length of service.
- C. The positions of District Utility Maintenance, District Utility Maintenance with Journeyman's with Electrical License, Carpenter/Grounds, Wescott Field, Grounds Maintenance, Carpenter Foreman, HVAC Engineer, Chief Engineer, AHS & Ellis Night Foreman, Oakland Foreman and Electrician are appointed positions and will be hired at the discretion of the Director of Facilities.
- D. In the case of a layoff for lack of work, the least senior in point of service shall be laid off; when the force is increased, those formerly laid off for lack of work shall be rehired before others are employed. They shall be hired in the order of their seniority -- the most senior first, etc. The employer shall notify the employees in writing. Employee must make their decision and serve notice within one week if their desires to return to the staff. Laid off employees shall retain a right of seniority for recall for a period of twenty-four (24) months or individual's seniority, whichever is greater, commencing with the last day of work prior to layoff. If laid off employee refuses recall, the right to recall ends.
- E. In order to explain and clarify the procedure which is to be followed in the event that a school is closed or if one of the jobs in the working unit is discontinued and as a result thereof one or more of the employees in this unit are to be laid off, the following information is submitted. In the event the above happens, the following procedure will be used in the layoff:
 - 1. For example, if a school is closed, the employee(s) working at the school, who are affected, would take the place of the least senior employee(s) in their classification. The displaced employee would take the place of the employee lowest in seniority in the next lower classification if they have seniority to do so; if they do not have the seniority to do so, said employee would take the place of the employee lowest in seniority in the next lower classification, if such employee has the seniority to do so, and so on through each classification until the employee lowest in seniority in the overall work unit is laid off.
 - 2. If thereafter the working force is increased, the employee who was laid off will be the first to be recalled and laid off employees shall be recalled in the order of their

seniority -- the most senior first, etc. The employer will give notice of recall to the last address which the laid off employee has given to the employer in writing and notice of recall will also be sent to the union. The employer's notice of recall to the employee shall be sent by certified mail, postage prepaid, return receipt requested, or by personal service to the employee. The laid off employee will have one week from the date of said notice within which they must notify the employer in writing that they will return to work and begin employment. Such notice by the employee to the employer shall be sent by certified mail, postage prepaid, return receipt requested, or by personal service upon the employer. If the employee does not do so, such employee will lose their rights to reemployment.

3. If the displaced employee is placed in a lower classification, they will step down to the lower classification wage by 33% of the difference between the two wages each contract year until they reach the wage of the lower classification. In the event of a vacancy, the employee will be entitled to exercise their seniority as provided in this Working Agreement.
 4. This same procedure will be followed in the event of a discontinuance of positions in any of the classifications. If an appointed position is discontinued; those employees may displace other appointed positions based on seniority and contingent on job qualifications. The displacement of the less senior employee will be at the discretion of the employer contingent on job qualifications. This displacement will continue, based on job qualifications, through the non-appointed classifications as necessary. If the employee whose position was discontinued happens to be the employee with the least seniority, then, of course, such employee is the employee who would be laid off.
- F. As vacancies occur, notice of same shall be emailed to employees giving all employees the opportunity on the basis of seniority to fill the vacant jobs of non-appointed positions. Applications shall be made by completing an application on the district website. Hours of labor and classification, subject always to adjustment, shall appear on all postings. Temporary or new positions under classification covered herein that are added shall be posted after ten working days before final appointment is made. Temporary positions shall state the anticipated length of duration. An employee posting for and moving into that vacancy will not be eligible to post back into their former position for a period of ninety (90) days. A copy of all postings shall be sent to the Union.
- G. When an employee is off on sick leave, sick leave of absence, or a combination of the two, for a period of thirteen (13) months or longer, the job will be posted as a permanent job. Upon returning, the employee will replace the person with the lowest seniority in their classification, and the person with the lowest seniority who has been replaced, will step down to the next classification. If an employee is absent for illness, a statement from a

physician declaring eligibility to return to work may be required.

- H. Any employee shall have the right to waive their seniority claim to any job. Failure to apply for a vacancy within five (5) working days by completing an application on the district website will mean forfeiture of seniority to the vacancy and the School District shall not be bound on seniority by a later application.
- I. This article shall not be construed in such a way to give anyone a claim to a job, the duties of which they are unable to perform.
- J. Seniority lists of all employees in each classification shall be posted at Austin High School and Ellis Middle School.
- K. Employees applying for a position shall have all certifications required for that position at the time of posting. If a person is not qualified to perform his/their job within one-hundred eighty (180) days of being on the job and it is determined that he/they cannot perform the job, then he/they will revert back to his/their previous job.
- L. The first one-hundred eighty (180) days of employment shall be considered a probationary period, and no seniority shall be held during that time. Upon completion of the probationary period, seniority shall date back to the original date of hire. It shall be agreed that an employee can be dismissed at any time during the probationary period without the sanction of the Union.

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ARTICLE 7: Conduct

Employees, of necessity, are constantly coming into contact with small children and youth and bear quite an influence on their lives. It is very necessary that they so conduct themselves in and about their work that they shall be a proper example to children. They shall not, in any way, engage in the use of intoxicating drugs upon school premises, or in the vicinity thereof, and in coming to the job shall not be in a condition that gives evidence of engaging in the use thereof. They shall not use tobacco products while engaged in duty about the school premises. They shall perform their duties and in no way be insubordinate to any member of the supervisory or administrative staff or use profane language. They shall also uphold professional behavior with all co-workers at all times, regardless of Unit or non-Unit.

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ARTICLE 8: Duties and Work Schedule

A. Hours of Labor:

1. The normal work week shall be five (5) days of eight (8) hours each day or forty (40) hours per week.
 - a. The district utility position will be eight (8) hours per day or forty (40) hours per week and may be scheduled Tuesday through Saturday.
2. Hours in excess of forty (40) hours per week shall be paid on the employee's next payroll period.
3. For any special events, a custodian will provide coverage, as deemed appropriate by the Director of Facility Services or their designee, with a 2-hour minimum on weekends.
- 4.

Order of Opportunity for Weekend Inspections	CLC	Woodson	Elementary	IJ Holton
Custodian-Engineer	1	1	1	1
Assistant Custodian Engineer	2	2	2	2
Qualified Person	3	3	3	3
1 Hour at 1.5 Rate of Pay on Saturdays, 1 Hour at 2.0 Rate of Pay on Sundays and recognized holidays				
Order of Opportunity for Weekend Inspections	Oakland Education Center			
Oakland Foreman	1			
Assistant Custodian Engineer	2			
Qualified Person	3			
1 Hour at 1.5 Rate of Pay on Saturdays, 1 Hour at 2.0 Rate of Pay on Sundays and recognized holidays				
Order of Opportunity for Weekend Inspections	Ellis			
Night Foreman/CPO Certified	1			
Custodial Engineer/CPO Certified	2			
Qualified Person/CPO Certified	3			
1.5 Hour at 1.5 Rate of Pay on Saturdays, 1.5 Hour at 2.0 Rate of Pay on Sundays and recognized holidays				
Order of Opportunity for Weekend Inspections	AHS			
Chief Engineer	1			
HVAC Engineer	2			
Night Foremen	3			
Qualified Person	4			

2 Hour at 1.5 Rate of Pay on Saturdays, 2 Hour at 2.0 Rate of Pay on Sundays and recognized holidays.				
Order of Opportunity for Weekend Inspections	Wescott Complex while Dome is Inflated			
Grounds/Wescott	1			
Grounds Maintenance	2			
Carpenter Grounds	3			
Qualified Person	4			
1 Hour at 1.5 Rate of Pay on Saturdays, 1 Hour at 2.0 Rate of Pay on Sundays and recognized holidays				

Weekend building inspections at the intermediate school, elementary schools and Woodson Kindergarten Center during the summer vacation (essentially June, July, and August) will be conducted as necessary when boilers are in operation for the dehumidification properties of the new HVAC systems. There will be no building checks in the summer (essentially June, July and August) at the Community Learning Center. In order to be eligible to work overtime an employee must work the day prior to that scheduled overtime unless no other building members have posted for the overtime. In order to be eligible to work building checks on Saturday and/or Sunday (“weekend”), an employee must work the Friday prior to that scheduled weekend unless no other building members have posted for the overtime. Employees that have not worked on the Friday prior to that scheduled weekend will be offered the overtime, if qualified, before the least senior employee in the building is required to work. If there is no licensed engineer in that building to do building check, it goes out to department seniority with qualifying license. For purposes of this paragraph, a workday is considered a minimum of four (4) hours worked. No inspections will take place at Wescott Field during the entire year.

If there is any other work, such as break-ins, mechanical failures, broken windows, etc., the custodian engineer shall receive premium pay for doing such work. However, before doing this work the custodian-engineer must check with the Director of Facility Services to get advance permission to do that work.

If custodian engineer is not available for duties listed in this section, the second person in the building shall be responsible for said duties.

5. Assistant and custodian-engineers shall hold a proper license to operate the boilers and shall, in addition to regular duties, operate the heating system during the employee's working day as needed.
6. Custodian-engineers at the Woodson Kindergarten Center, the intermediate school, elementary schools, Oakland Education Center and Community Learning Center working extra time in those particular schools and required to be present

during noon hours shall be paid \$500.00 prorated per year in addition to the employee's regular pay. This same benefit shall be paid to the day shift Austin High School custodian and the day shift Ellis custodian. In addition, this same benefit shall be paid to the foreman who works the night shift at Ellis Middle School and to the foreman who works the night shift at Austin High School. Employees receiving this benefit are required to physically be on the school site to be considered present. Employees may be allowed to leave with prior approval from the Director of Facility Services or building level administration.

B. Premium Pay:

1. An employee shall be paid for overtime at the rate the employee is drawing. All unscheduled work on Sundays or holidays shall be paid at double time.
2. Employees who are recalled to work after their regular workday hours, or on days off, shall receive a minimum of two hours' call-in pay. In addition, the Grounds Maintenance position or designee may be required to provide snow watch duties during the winter months and shall receive two (2) hours overtime pay for each night the duties are required by the Director of Facility Services.
3. A night Shift differential stipend shall be paid to all employees who begin their regular established hours from 1:00 pm and later. The full stipend will be based upon working and eligible shift for 10 months. The stipend will be prorated for less than 10 months.

Scheduled Start of Shift	Annual Stipend based upon 10 months
1:00 pm	\$425
Between 1:01 pm and 2:00 pm	\$540
After 2:00 pm	\$660

4. Overtime pay at one and one-half times shall be paid on time over forty (40) hours per week, other than herein provided; or time off for overtime at the rate of one and one-half times on time over forty (40) hours per week as may be mutually arranged between the employee, supervisor and Director of Human Resources. Sick time used during the week will not be used to calculate overtime or compensatory time. Individuals who work in more than one building will be eligible for overtime in these buildings before the overtime is offered District wide. If no one who works in the building accepts the overtime, then seniority based on required qualifications of the position will determine who is assigned. Consideration will be given to employees that are on a scheduled leave.
 - a. Within the normal work year of July 1 through June 30 each member of the Unit shall have the ability to accrue and use a total of 80 hours of compensatory time. Any hours carried over from the previous year(s) shall be deducted from the 80-hour maximum accumulation.

Any employee, who has accrued compensatory time, has the option of payment for the compensatory hours worked. Employees must declare this to HR by June 30th for the previous contract year.

- b. Employees serving on jury duty shall be paid the difference between jury duty pay and regular compensation for the time off duty.

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ARTICLE 9: Vacation

- A. Employees hired between July 1 and December 31 will receive one week of vacation during the first year of employment, to be used following January 1. Employees hired between January 1 and June 30 will receive no vacation during the first part year of employment. On July 1, employees will receive the next fiscal year's allocation of two weeks' vacation.
- B. Upon completion of five (5) years of service with the employer, employees shall receive three (3) weeks vacation and upon completion of ten (10) years of service with the employer, employees shall receive four (4) weeks of vacation. Upon completion of twenty-one (21) years of service with the employer, employee shall receive twenty-one (21) days of-vacation. Upon completion of twenty-two (22) years of service with the employer, employee shall receive twenty-two (22) days of-vacation. Upon completion of twenty-three (23) years of service with the employer, employee shall receive twenty-three (23) days of-vacation. Upon completion of twenty-four (24) years of service with the employer, employee shall receive twenty-four (24) days of-vacation. Upon completion of twenty-five (25) years of service with the employer, employee shall receive five (5) weeks of-vacation. Vacation time shall not be cumulative, and all vacation time earned in a fiscal year shall be used by July 1 of the following year.
- C. Vacations may be scheduled during the ensuing regular school year. If because of illness of other employees or other emergency the schools are not properly staffed during said school year, it is understood that the employer has the right to refuse to grant vacations during said school year or to recall employees who are on vacation during said school year. (It is understood that such action by the employer is a management prerogative, but it is mentioned here for clarity).
- D. Employees who are terminated either voluntarily or by action of the employer shall be paid for any earned vacation days that have not been taken by the date of termination. Earned vacation days shall be calculated by dividing the employee's July 1 allocation by 12 and multiplying the result by the number of months the employee would work from July until termination. For Article 9 Section D a partial month shall be considered a full month. Example: An employee that has completed 12 years of employment receives 4 weeks of vacation on July 1. The employee resigns their position effective December On December 5th the employee has taken 6 days of vacation and has 14 days of vacation remaining. The employee is allocated 20 days of vacation, divided by 12 yields the employee's monthly allocation of 1.67 days per month. The employee is going to work from July 1 to December 5th or 6 total months. 6 months times 1.67 vacation days per month yields 10 earned vacation days. The employee is entitled to 4 days' paid vacation.
- E. Deviations from the above schedule will be by mutual agreement between the employer and the employee, planned at least thirty (30) days in advance.

- F. When an employee becomes entitled to income disability payments and is also entitled to accrued vacation, the employer shall pay the employee the difference between the amount of the employee's disability payment and the employee's regular rate of pay, from the employee's accrued vacation and if such payments by the employer have not exhausted the amount due employee for accrued vacation pay by the first pay period in July, then any unpaid balance due for said accrued vacation shall be paid in the first pay period of July, or at employee's option, said installment payments may be waived and instead elect to take all such accrued vacation pay in one lump sum in the first pay period in July. Vacation time shall not accrue while employee is receiving income protection payments.
- G. Employees working less than twelve (12) months per year or eight (8) hours per day will have vacation time prorated accordingly. Vacation time is to be utilized at times when it would cause the least disruption, with the approval of the administration.
- H. Perfect Attendance: The School District shall award one (1) vacation day to any custodian who has achieved one school year of perfect attendance with no tardies. Perfect attendance is defined as having completed one school year of continuous days of perfect attendance. This means the employee must not have been laid off, taken regular sick leave, taken an unpaid personal leave of absence, tardy or had an injury on the job (of more than 2 days) during that school year.

The vacation day must be used during the next school year in which it was awarded. If the vacation day is not used within that year, it will not accrue or carry over.

If a custodian qualifies for leave under FMLA leave, such leave will not disqualify an employee from achieving perfect attendance.

Terminated employees or employees who resign are not eligible to use or receive compensation for a vacation day award based on perfect attendance. An employee who has been awarded a vacation day based on perfect attendance and is subsequently placed on layoff the following school year, shall be compensated at their daily rate of pay for the vacation day awarded.

At the end of each school year, the Department of Human Resources will determine perfect attendance. If no disqualifying codes appear for an employee during the school year, a perfect attendance letter will be generated and sent to the employee and payroll indicating an additional vacation day will be added to the employee's bank for the following school year.

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ARTICLE 10: Leaves

- A. Employees shall earn one (1) day of sick leave for each month of service in the employ of the District. Unused sick leave shall accumulate. Employee shall furnish satisfactory evidence that he or she is unable to work. The unlimited accumulation shall be reported to the employees. Unused days of sick leave shall be granted only where accident or illness disables the employee from performing his or her regular duties in the accustomed manner. An employee disabled by an accident arising out of and in the course of employment, may, upon return to work, apply any unused portion of sick leave or vacation upon any part of his or her period of disability for which he or she is not entitled to draw worker's compensation.
- B. When an employee is off work with a compensable injury, the employee shall have the option to receive the difference between the employee's compensation check and the employee's regular check until accumulated sick leave is used up. The employee may also elect to not use any sick leave during this time. Notification to payroll needs to be made within one (1) week of injury. When an employee is off work with a compensable injury which occurred at employer's place of business, the employer and employee will continue to pay its contribution of the insurance premium as active employees.
- C. After an employee has used all accumulated sick leave, the employee shall be granted a medical leave of absence up to six (6) months, which can be extended on doctor's advice in increments of up to six (6) months for a minimum of two years (24 months) up to a maximum of the individual's seniority, whichever is greater, commencing with the last day of paid sick leave, with seniority frozen at the end of the first six (6) months leave of absence.
Employer shall continue to pay its contribution of the insurance premium as active employees for the first six (6) months of the employee's unpaid medical leave of absence. The employee shall continue to pay its contribution of the insurance premium as active employees and shall make the contribution one (1) month in advance during those six (6) months. Upon the start of month seven (7) of the employee's unpaid medical leave of absence, the employee will be eligible to remain, at their own expense, in the existing District health and hospitalization plan.
- D. In the event of death in the immediate family (spouse, child, father, mother, father-in-law, mother-in-law, stepparent, sister, brother, step sibling, son-in-law, daughter-in-law, stepchild, grandparents, or grandchildren of the employee), the employee may be allowed up to a maximum of five (5) days absence. In the event of death in the extended family (aunt, uncle, niece, nephew, brother-in-law, sister-in-law or grandparent-in-law) the employee may be allowed up to a maximum of

two (2) days absence. The total yearly maximum shall not exceed fifteen (15) days. This right shall have no accumulation privileges. In extenuating circumstances, the Superintendent or his designee may grant leave in excess of five (5) days in the case of immediate family and in excess of two (2) days in the case of extended family. In extenuating circumstances, the Superintendent or his designee may grant leave with pay in excess of fifteen (15) days.

In the event of a serious health condition as defined by the Family Medical Leave Act (FMLA) in the immediate family (wife, husband, child, father, mother, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, step-child, aunt, uncle, grandparents, grandparents-in-law, or grandchildren of the employee), the employee may be allowed up to a maximum of eight (8) days absence per year, or as provided by law. Employee would submit paperwork to HR for review. If HR determines leave meets FMLA criteria, leave will be granted. If HR determines it does not but employee feels it does meet FMLA criteria, employee has the right to ask doctor to verify if leave meets FMLA criteria. If doctor determines leave meets FMLA criteria, leave will be granted.

- E. Employees serving as pallbearers shall be allowed one-half day off if the funeral service is in Austin, and not to exceed one day off if the funeral is away from Austin.
- F. Personal leave will be allowed per the following conditions:
 - 1. Three days of leave allowance may be used for personal business per contract year. Requests for utilization of a personal leave day shall be entered into the District's attendance reporting system and sent to the immediate supervisor, no later than three (3) days prior to the requested leave, except in cases of extreme emergency. Such request shall be subject to the approval in advance by the Superintendent or their designee.
 - 2. Additional personal leave may be granted to cover personal emergency or personal exceptional situations at the discretion of the Superintendent or his designee, but under such leave, employees will suffer full pay deduction. Under no circumstances shall the School District's decision to grant personal leave under this section be construed as establishing a past practice or prejudice the District's right to enforce such restriction at its discretion.
 - 3. The employer reserves the right to limit the utilization of personal leave by employees on any given workday in order to provide an adequate work force to cover the needs of the School District.

4. An employee unable to utilize any paid personal leave day during their work year will be paid for unused personal days (hours worked per day x hourly rate of pay x number of personal days). Unused personal leave will be paid in July following the end of the fiscal year.
- G. In the event the governor closes schools, individuals will be granted eight (8) hours pay per day of closing. Those individuals who report to work for building checks will be granted pay as provided in Article VIII.

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ARTICLE 11: Holidays

- A. Employees shall have the following eleven (11) holidays off with pay: New Year's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before or after Christmas Day, Christmas Day, and the day before or after New Year's Day per year. The District reserves the right to make the decision on whether the day off is before or after Christmas and New Year's Day.
- B. For the holidays listed, employees shall receive eight (8) hours pay or additional day off if the holiday falls on any day that is an employee's regular time off. Employees who work a Tuesday to Saturday schedule will have their schedule adjusted to accommodate holidays as per agreement with Director of Facility Services and the employee.
- C. Employees working less than twelve (12) months per year or eight (8) hours per day will have paid holidays (following the provisions of this article) prorated accordingly.

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ARTICLE 12: General

- A. The Austin Public Schools agree to maintain a bulletin board for union use in each building.
- B. Seniority shall be accumulated while the employee is on leave of absence in the case of illness or injury. This shall be subject to the limitation under sick leave above (Article 10).
- C. Payday shall be every two weeks. It is agreed and understood that the base salary and all other salaries related to the base salary as provided herein shall be for a period of fifty-two (52) calendar weeks rather than for a calendar year to enable employer to divide the total salary by twenty-six (26) and not have to make an adjustment for a part of a pay period being under an old pay schedule and a part of a pay period being under a new schedule.
- D. In the event not more than two employees are selected by a union to transact business for the local UAW Union, they shall be granted leave of absence for up to twenty (20) days cumulative, as long as such employment by the Union continues, and they shall continue to accrue seniority while on such leave.
 - 1. Upon termination of the employment with the Union, the employee shall return to the job that he or she held with the employer provided the employee is in substantially the same physical and mental condition as he or she was in prior to his or her leaving employment with the School District, and provided, further, that the employee's ability to perform the duties required of him or her is substantially the same as it was prior to the time the employee left his or her employment with the School District.
- E. The employer will provide at no cost to the employee three (3) standard district uniform shirts per year, Employer- provided shirts are to be worn at all times employee is at work. The Uniform shirts will be provided as soon as practicable following ratification of this agreement.
- F. The District agrees to pay a \$50.00 per month phone stipend for the following unit members: the Custodian who handles food delivery for Food Service, the Master Electrician, the Chief Engineer, HVAC Engineer, District Utility Maintenance, the Grounds Maintenance, the Grounds Wescott, Carpenter Foreman, and Carpenter Grounds for the use of their personal cell phone for District business.
 - 1. No other position in the Unit will be eligible to receive a cell phone stipend.

- G. The employer will reimburse each employee required to have a license in the scope of their daily work for the cost of renewal.

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ARTICLE 13: Wages and Job Classifications

- A. The wages and conditions of employment on different job classifications are as follows:

2023-2024	Step 1	Step 2	Requirements
<u>CUSTODIAL</u>			
Custodian I	\$ 18.11	\$ 21.05	None
Custodian II	\$ 18.46	\$ 21.47	Special or higher (Boiler)
Assistant Custodian Engineer I	\$ 18.54	\$ 21.56	Special (Boiler)
Assistant Custodian Engineer II	\$ 18.90	\$ 21.99	2nd Class or higher (Boiler)
Custodian Engineer / Engineer	\$ 20.67	\$ 24.03	1st Class or higher (Boiler)
<u>MAINTENANCE POSITIONS</u>			
DIST UTILITIY MAINTENANCE	\$ 24.39		
Carpenter/Grounds, Wescott Field	\$ 25.45		
AHS / ELLIS NIGHT FOREMAN, GROUNDS MAINT, OAKLAND FOREMAN, DISTRICT UTILITY MAINTENANCE WITH JOURNEYMAN'S ELECTRICAL LICENSE	\$ 26.32		
Carpenter Foreman	\$ 27.24		
HVAC Engineer	\$ 28.02		
Chief Engineer	\$ 29.65		
Master Electrician	\$ 30.52		
<u>2024-2025</u>			
<u>CUSTODIAL</u>			
Custodian I	\$ 18.47	\$ 21.47	None
Custodian II	\$ 18.83	\$ 21.90	Special or higher (Boiler)
Assistant Custodian Engineer I	\$ 18.91	\$ 21.99	Special (Boiler)
Assistant Custodian Engineer II	\$ 19.28	\$ 22.43	2nd Class or higher (Boiler)
Custodian Engineer / Engineer	\$ 21.08	\$ 24.51	1st Class or higher (Boiler)
<u>MAINTENANCE POSITIONS</u>			
DIST UTILITIY MAINTENANCE	\$ 24.88		
Carpenter/Grounds, Wescott Field	\$ 25.96		
AHS / ELLIS NIGHT FOREMAN, GROUNDS MAINT, OAKLAND FOREMAN, DISTRICT UTILITY MAINTENANCE WITH JOURNEYMAN'S ELECTRICAL LICENSE	\$ 26.84		
Carpenter Foreman	\$ 27.79		
HVAC Engineer	\$ 28.58		
Chief Engineer	\$ 30.24		
Master Electrician	\$ 31.13		

- B. Employees with more than two years of seniority shall receive the rate of the classification upon transfer.
- C. If a custodian's wage is frozen due to economic reasons during their training wage period, once the wage freeze is lifted, they will receive whatever level of pay they normally should receive for their length of service. The training period will not be extended due to an economic freeze.

- D. Employees that are assigned to more than one (1) building during the normal school year shall receive mileage reimbursement at the IRS rate. Mileage reimbursement shall be submitted monthly with distances traveled matching the district issued standards. Employees shall maintain insurance protection on their personal vehicle, according to district requirements, and may be required to submit verification as necessary.
- E. The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, U.A.W. and its Local No. 867, and any of their members, officers, or duly authorized agents are in violation of this agreement when a suspension or interruption of work occurs which is not authorized or approved by the International U.A.W. Any employee, or employees, who promotes or engages in such acts, may be subject to disciplinary action by the School Board. Such actions will mean discharge without breach of contract by employer. Any penalty because of the above paragraph shall be subject to grievance procedure.
- F. Longevity:
- Effective July 1, 2023, longevity payments, applicable on employee employment anniversary date shall be as follows:
- Employees who have completed seven (7) years of service will receive an annual salary adjustment of \$550.00.
 - Employees who have completed ten (10) years of service will receive an annual salary adjustment of \$635.00.
 - Employees who have completed fifteen (15) years of service will receive an annual salary adjustment of \$785.00.
 - Employees who have completed twenty (20) years of service will receive an annual salary adjustment of \$835.00.
- Payment of this benefit shall be paid (in a lump sum payment) on the first payroll following the eligible employee's anniversary date. Longevity will be prorated and added to an eligible employee's final pay period direct deposit when an employee resigns or retires.
- G. Employees will be paid by direct deposit. All salary amounts due shall be posted to the financial institution of the employee's choice for crediting to the employee's account. The financial institution must be a member of the automated clearing house.
- H. Overpayment or Underpayment: If the District overpaid or underpaid an employee, such payment will be reclaimed by the District or the employee. Before such action is taken, there will be a personal conference with the employee entitled to representation from the exclusive representative. The payment terms shall be mutually agreed upon.

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ARTICLE 14: Retirement

- A. The provisions of this Article 14 shall be available only to those employees who have at least ten (10) years of continuous employment in the custodial association with employer (including the year in which such notice of resignation is submitted) immediately preceding the year of retirement. (Continuous employment shall mean employment with no break in service due to resignation or termination.) This provision shall not apply to employees who have been on a long-term leave of absence without pay for more than one (1) year at the time of retirement, but shall apply to employees on long term disability or unrequested leave at the time of retirement.
- B. New hires employed into the unit on July 1, 2003 and thereafter shall not be eligible to receive an employer contribution toward health and life insurance benefits upon retirement.
- C. Members of the unit employed before July 1, 2003 will be grandfathered in for the following benefits described in paragraphs C and D. Employees who have been employed for at least ten (10) years in the District and after employee reaches the age of 62, they may request to retire. Such employees will be provided single coverage hospital and major medical coverage equal to the plans that are in force at the time of retirement until the month in which the retiree reaches the age of 65 in accordance with Article 16. The employer and retiree will pay the same monthly contribution (co-pay) and receive the same monthly district Health Savings Account (HSA) contributions as active employees in the unit pay. As the co-pay changes for active employees, it will do so in accordance for retirees. Dependent coverage within the group will be made available to the retiree at the retired employee's expense to be paid in advance.
- D. Employees who have been employed for at least ten (10) years in the District and who have reached the age of fifty-seven (57) or reached the age of fifty-five (55) and are eligible to retire under the PERA "Rule of 90" and retire prior to age sixty-five (65) will be provided insurance per Article 14.
 - 1. Single hospital and major medical coverage equal to that in effect at the time until the month in which the retiree reaches the age of 65. The employer and retiree will pay the same monthly contribution (co-pay) and receive the same monthly district Health Savings Account (HSA) contributions as active employees in the unit pay. As the co-pay changes for active employees, it will do so in accordance for retirees. Dependent coverage within the group will be made available to the retiree at the retired employee's expense to be paid in advance.

2. Term life insurance in the amount of \$10,000 (without accidental death and dismemberment coverage) for the employee. Such term life insurance shall cease the month in which the retiree reaches the age of 65.
- E. Employees retiring under the guidelines set forth in Article 14 shall be entitled to a buyout of their accumulated sick leave at the rate of \$100 per day, up to 100 days or a maximum of \$10,000 upon retirement. They must submit their intent to retire to the Human Resource Department by June 30th of the school year preceding their retirement date. The district will pay a maximum of \$30,000 per year for the entire unit for this benefit. This benefit will be based on seniority and employees who do not sign up by June 30th will be paid from any remaining funds in the order in which they retire, regardless of seniority.

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ARTICLE 15: Tax Deferred Matching Contribution Plan 403(b)

- A. Eligibility: A custodian in District No. 492 shall be eligible to receive a District matching contribution to a state-approved 403(b) tax deferred matching annuity, selected by the District, as described in M.S. §356.24, as amended, provided that:
1. The custodian has at least four (4) consecutive years of custodian experience in District No. 492.
 2. The custodian is full-time 1.0 FTE (at least 6 hours) or part-time with an assignment of at least 0.5 FTEs (at least 3 hours). The District's annual maximum matching contribution for a part-time custodian shall be prorated based on the part-time custodian's FTEs. For example, 5th year, custodian working 3 hours per day would be eligible to receive one-half (50%) of the District's matching contribution, as provided under Section B of this Article.
 3. The custodian voluntarily elects and authorizes a salary reduction contribution to a 403(b)-tax deferred annuity to be paid by payroll deduction, with equal contributions each pay period to go into effect September 1 of the same year.
 4. The custodian notifies the District in writing by August 30, of his or her election under 3 above, and the amount of his or her elected salary reduction contribution.
 5. The custodian notifies the District in writing within fifteen (15) days of any change to his or her participation in a 403(b)-tax deferred annuity under 4 above; including but not limited to a change in the amount of his or her elected salary reduction contribution.
 6. The District is entitled to rely upon the information contained in the custodian's most recent notification received by the District.
- B. Amount of District Contribution: Custodians, after their fourth (4th) consecutive year of custodian experience in District No. 492 shall be eligible to receive an annual maximum District matching contribution. The portion of the applicable annual maximum District matching contribution to which a particular custodian is entitled shall be determined on a dollar-for-dollar basis. For every dollar of elected salary reduction contribution for a year made by the custodian under Section A above, the custodian shall receive one dollar of District matching contribution up to the applicable maximum District contribution of Two Hundred Dollars (\$200.00). The matching contribution shall be 100% non-forfeitable at all times.

- C. Reduction in Severance Pay Due to District Contribution to Matching Fund Plan: The amount of severance pay to which a custodian would be entitled to, under the provision of Article 14, at the time of the custodian's retirement shall be reduced by the total amount of the District's contributions toward a 403(b)-annuity matching contribution plan for the individual custodian (maximum of \$10,000.00).

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ARTICLE 16: Insurance

A. Hospital/Surgical:

Employer will furnish employees individual or family plan health and hospitalization insurance and such insurance shall be maintained at the actuarial equivalent of the plan in effect as of March 1, 1994. Coverage will be provided by a preferred provider organization. The employee will be allowed to choose from the following deductible plan options for the stated monthly cost to the employee.

As of July 1, 2019, and continuing through June 30, 2025, subject to the conditions described herein, the employee shall choose from two (2) health insurance plan options covering both single and family selections if they wish to elect coverage. The plan options and employer and employee contributions are as follows for each employee who qualifies for and is enrolled in the group health insurance plan:

1. \$250/\$500 Deductible Plan:

- a. Single Coverage: The employee will contribute \$33.56 per month toward the cost of employee's premium for health insurance coverage for each employee who qualifies for and is enrolled in the group health insurance plan and who selects single coverage. The cost to the employee will not exceed the stated monthly costs. Any premium cost in excess of the following will be paid by the School District.
- b. Family Coverage: The employee will contribute \$148.50 per month toward the cost of employee's premium for health insurance coverage for each employee who qualifies for and is enrolled in the group health insurance plan and who selects family coverage. The cost to the employee will not exceed the stated monthly costs. Any premium cost in excess of the following will be paid by the School District.

2. High Deductible Plan: The District shall offer a high-deductible health insurance plan coupled with a Health Savings Account (HSA) in addition to its \$250/\$500 Deductible Plan. The High Deductible Plan years will run July 1, 2023 through June 30, 2024 and July 1, 2024 through June 30, 2025.. Each employee who chooses to enroll in the High Deductible/HSA Plan will receive a District contribution to a Health Savings Account set up for that employee. The following provisions apply to the High Deductible/HSA Plan offered by the District:

- a. Single Coverage: The employee will contribute \$0 toward the cost of employee's premium for health insurance coverage for each employee who qualifies for and is enrolled in the group health insurance plan and who selects single coverage.

The deductible for the single policy will be the IRS minimum. The School District

will contribute 50% of the deductible annually to each qualified employee's HAS account in 4 equal payments on the first payroll of each identified quarter.

The employee will be responsible for the tax consequences of the contributions should they exceed the applicable contribution limit.

- b. Family Coverage: The employee will contribute \$0 toward the cost of employee's premium for health insurance coverage for each employee who qualifies for and is enrolled in the group health insurance plan and who selects family coverage.

The deductible for the family policy will be the IRS minimum. The School District will contribute 50% of the deductible annually to each qualified employee's HSA account in 4 equal payments on the first payroll of each identified quarter.

The employee will be responsible for the tax consequences of the contributions should they exceed the applicable contribution limit.

- c. If a qualified bargaining unit member enters the HSA plan as a participant on a date after the first day of the HSA Plan year, the School District shall prorate the amount of the School District contribution to reflect the late entry. This prorated amount will be determined by the number of days the employee is contracted compared to the total contracted days of a full-time employee.

All contributions on behalf of the HSA plan participant shall cease on the date the participant is no longer covered under the High Deductible health plan.

Contributions to the Health Savings Account arrangement described in this section in the future will be determined by a successor agreement.

- d. The employer will be responsible for payment to the HSA for administrative fees during the time the employee is on the High Deductible insurance plan.
- B. The cost of the premium not contributed by the School District for both single and family coverage shall be borne by the employee and paid by payroll deduction.
 - C. For part-time employees in this unit that work at least four (4) hours but less than six (6) hours per day, the employer will pay \$25.00 per month for single coverage and \$50.00 per month for family coverage for health insurance. If employee elects either coverage, they are responsible for the difference in monthly premiums, to be paid in advance.
 - D. Premiums will continue to be paid for employees who are on paid leave of absence for personal illness or for employees eligible under FMLA. Premium may be paid to the

employer by employees who are on leave of absence without pay for other reasons.

E. Employees not eligible for hospital/surgical insurance may purchase this insurance at the group rate.

F. Income protection: Employer will furnish all employees income protection insurance and such insurance shall be maintained at the actuarial equivalent of the plan that was in force as of July 1, 1972. The employer will pay for the insurance, which must be maintained as a selected group insurance. All employees will be required to be members of the group.

To qualify for this benefit, employees must work at least six (6) hours per day and twelve (12) months per year. Sick leave may not be used once an employee has become eligible for long-term disability insurance payments. Sick leave may be used after the employee returns to work subject to this agreement and the terms and conditions of the District's long-term disability insurance policy.

G. Life: A \$3,000 paid-up life insurance policy with accidental death and dismemberment shall be part of this agreement for all the full-time employees covered by contract prior to January 1, 1975. As of January 1, 1975, the employer was no longer liable for the premium of the \$3,000 paid-up policy and the covered employees in that program of insurance may elect whatever options are permitted by the insurance carrier with respect to said \$3,000 policy, and the employer shall have no further obligations with respect thereto.

Effective July 1, 1980, the employer will furnish all employees term life insurance in the amount of \$35,000 providing accidental death and dismemberment benefits. The employer will pay for the insurance, which must be maintained as a selected group insurance. All employees will be required to be members of the group.

I. Dental Insurance: The employer will furnish all full-time employees (to qualify for this benefit, employees must work at least six (6) hours per day and twelve (12) months per year) up to \$21.89 per month for dental insurance providing for single coverage or family coverage.

Deductible per coverage year will be \$50.00 per individual. Maximum amount payable per covered person per coverage year is \$2,000.00. This insurance must be maintained as a selected group insurance. All eligible employees will be required to be members of the group. Any additional premium cost will be paid by the employee by payroll deduction and will be paid via the medical premium section of the district's flexible benefit plan. In the event the district offers a family dental plan or eyeglass coverage, this option will be made available to members of this unit.

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ARTICLE 17: Grievance Procedure

- A. Grievance Definition: A "grievance" shall mean a dispute or disagreement between the employee and the employer as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this agreement.
- B. 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 in their or its behalf. Such representative shall not exceed three in number.
- C. Definitions and Interpretations:
1. Extension: Time limits specified in this agreement may be extended by mutual consent.
 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 law.
 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, or Sunday, or a legal holiday.
 4. Filing and Postmark: The filing of service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.
- D. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is served in writing upon the employer within twenty days after the date the event giving rise to the grievance occurred, setting forth the facts and the specific provision of this agreement allegedly violated, and the particular relief sought. Failure to serve any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter 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.

E. 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:

1. Level I: If the written grievance is not resolved through informal discussions, the employer and its designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.
2. Level II: In the event the grievance is not resolved in Level I, 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 I. If a grievance is properly appealed to the Superintendent, the Superintendent or their designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or their designee shall issue a decision in writing to the parties involved.
3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing to said School Board within five (5) days after receipt of the decision in Level II. If a 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.

F. Denial of Grievance: Failure by the School Board or its representative 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.

G. Grievance Mediations: In the event that a grievant(s) and the School District are unable to resolve any grievance, the parties may jointly agree to participate in mediation for the purpose of compromising, settling, or resolving the grievance.

1. Request A request to submit a grievance to mediation must be made in writing signed by the grievant(s) or the School District and delivered to the designee of the other party. The other party shall respond within five (5) working days to accept or deny the submission of a grievance to mediation.

2. Selection of Mediator A joint request for mediation shall be submitted to the Commissioner to assign a mediator.
 3. Mediation The assigned mediator shall schedule one or more mediation sessions. The mediation shall be conducted in conformance with Bureau of Mediation Services Policies and Procedures III.03 regarding Grievance Mediation. The mediator does not have authority to order discovery.
 4. Cost of Mediation The cost of mediation shall be borne equally by both parties. Each party shall bear their own costs related to representation during the mediation process.
 5. Recommendation The recommendations of the mediator, if any, shall be advisory only and shall not be binding on either party. No reference to the mediation or any recommendation therefrom may be used in any subsequent proceeding.
- H. 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:
1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.
 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.
 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services, hereinafter referred to as BMS, to appoint an arbitrator, pursuant to M.S. 179.70, Subdivision 4, providing such request is made within twenty (20) days after request for arbitration. The request shall ask the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

4. Submission of Grievance Information:
 - a. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator with a copy to the School Board, the submission of the grievance which shall include the following:
 1. The issues involved
 2. Statement of the facts
 3. Position of the grievant
 4. The written documents relating to Paragraph D and Paragraph E of this Article XVII of the grievance procedure
 - b. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.
5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and 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 oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.
6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the year. 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 Public Employment Labor Relations Act. It is understood and agreed that there is a conflict between the parties as to the meaning of the language of PELRA regarding the final and binding nature of grievance arbitration decisions. The School District contends that the School District has ten (10) days from the receipt of the arbitration order to accept or reject the decision whether such decision deals with a grievance or any other matter. On the other hand, the Union contends that the School District has such right to accept or reject all arbitration decisions except grievance decisions.

Each party herewith reserves unto itself the position stated above with respect to such arbitration decisions until such time as the PELRA has been finally interpreted by action of court or the legislature. However, until such final clarification, the parties may by mutual agreement modify their respective positions.

7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and such expenses as are mutually agreed upon by the parties.

8. 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 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 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 employer, its overall budget, utilization of technology, the organizational structure, and 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 its operation with the legal limitations surrounding the financing of such operations.

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ARTICLE 18: Administrative Procedure

When it becomes necessary to take disciplinary actions on any member of the appropriate unit, the following procedures should be followed:

1. Notify the employee of the deficiency by written notice. Send copies to the union stewards and the personnel files. Set a time limit for correcting the deficiency.
2. Check to see if the deficiency has been corrected.
3. If not corrected, send a second notice to the employee. Send copies to the union stewards and the personnel office. This notice should include statement of the possible disciplinary actions. Set a brief time for correction.
4. If not corrected in the specified time, take action at once. Notify the union.

The above does not apply to flagrant abuses or cases where immediate dismissal or other disciplinary action is required.

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ARTICLE 19: Strike, Slowdown or Withholding of Services

Absent a legal strike following the expiration of this negotiated contract called by the Custodian & Engineer Employees, U.A.W., Local #867, employees represented by the U.A.W., Local #867 shall not engage in strike, slowdown or withholding of services during their duty day as employees. Activities during the duty day which shall cause, encourage, participate in, or support any strike, slowdown, or other interruption or interference with the normal function of the District or with the normal work activities of any reporting employee, shall be deemed violation of this no-strike agreement. Further, an employee who is absent from their work assignment without permission of the employer, or who abstains wholly or in part from the full performance of their duties on the date(s) of a strike other than a legal strike called by the Custodian & Engineer Employees, U.A.W., Local #867, following the expiration of this negotiated contract, shall be deemed a violation of this no-strike agreement. Any employee in violation of this no-strike shall be subject to disciplinary action up to and including discharge.

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ARTICLE 20: Duration

- A. Term and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2025. If either party desires to modify or amend this agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this agreement.
- B. Effect: This agreement constitutes the full and complete agreement between the School District and exclusive representative representing the employees.
- C. 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.

Dated this 21 day of Sept, 2023.

For International Union, United Automobile,
Aerospace, and Agriculture Implement Workers
of America, UAW, Local No. 867
Austin, Minnesota 55912



Union Representative




Unit Negotiator



Unit Negotiator

For Independent School District No. 492

Austin Public Schools
Austin, Minnesota 559912



School Board Chair



School Board Clerk



Chief Negotiator for School Board

Memorandum of Understanding: Snow Pay / Night-Shift Differential

This Memorandum of Understanding is entered into by International Union, United Automobile Aerospace, Agricultural Implement Workers of America, U.A.W., Local No. 867, Austin, MN and Independent School District No. 492 to establish the parameters regarding custodians performing snow removal from 6:00 PM to 6:00 AM. For the entire 2023-2025 contract the parties agree to the following:

1. Snow removal hours are not regularly scheduled hours since we cannot predict when snow removal will need to occur.
2. Per Article 8, Section B.3, a night-shift stipend exists for employees who begin regular established shifts after 1:00 pm.
3. Even though snow removal is not regularly scheduled hours, the District will pay a night-shift differential of sixty cents (\$0.60) per hour for snow removal that occurs from 6:00 PM to 6:00 AM.
4. This agreement will be in effect from signature date, until July 1st, 2025 at which time it will sunset. The agreement can be extended only by mutual agreement of the Unit and the District. No other oral or implied agreements have been established.

In Witness Whereof, the parties have executed this agreement.

Dated this _____ day of _____, 2023.

For International Union, United Automobile,
Aerospace, and Agriculture Implement Workers
of America, UAW, Local No. 867
Austin, Minnesota 55912

For Independent School District No. 492
Austin Public Schools
Austin, Minnesota 559912

Union Representative

School Board Chair

Unit Negotiator

School Board Clerk

Unit Negotiator

Chief Negotiator for School Board