

PC/LAN TECHNICIANS

TERMS AND CONDITIONS OF EMPLOYMENT FOR 2004-2005

Benefit Provisions:

1. Hospitalization-Major Medical Insurance:

Subd.1. Individual Coverage: Effective July 1, 2003, the school district shall contribute a sum not to exceed \$339.00 per month of service for the group hospitalization-major medical insurance plans for individual coverage for each eligible technician employed by the school district who is enrolled in the group hospitalization-major medical plans. Effective July 1, 2004, the school district shall contribute a sum not to exceed \$360.00 per month towards the cost of the premium for the group hospitalization-major medical insurance plans for individual coverage for each eligible technician employed by the school district who is enrolled in the group hospitalization-major medical plans. Should a Technician change to a higher cost plan effective September 1, 2004, the school district shall contribute the cost of the premium of the lower cost plan previously selected. The portion of the premium if any not contributed by the school district shall be borne by the technician and paid by payroll deduction.

Subd. 2. Employee Plus One Coverage: Effective July 1, 2003, the school district shall contribute a sum not to exceed \$520.00 per month of service towards the cost of the premium for the group hospitalization-major medical plans for employee plus one coverage for each eligible technician employed by the school district who is enrolled in the group hospitalization-major medical plans. Effective July 1, 2004, the school district shall contribute a sum not to exceed \$618.00 per month toward such coverage. The portion of the premium, if any, not contributed by the school district shall be borne by the technician and paid by payroll deduction.

Subd.3. Family Coverage: Effective July 1, 2003 the school district shall contribute a sum not to exceed \$726.00 per month of service toward the cost of the premium for the group hospitalization-major medical plans for family coverage for each eligible technician employed by the school district who is enrolled in the group hospitalization-major medical plans. Effective July 1, 2004 the school district shall contribute a sum not to exceed \$857.00 per month toward such coverage. The portion of the

premium, if any, not contributed by the school district shall be borne by the technician and paid by payroll deduction.

2. Life Insurance:

The school district shall provide a group term life insurance plan providing \$50,000 in coverage for each eligible coordinator employed by the school district who qualifies for and is enrolled in the life insurance plan. Technician may purchase an additional amount of life insurance equal to three times annual salary on a payroll deduction basis.

3. Dental Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2003, the school district shall contribute a sum not to exceed \$36.00 per month of service for each year towards the cost of the premium for the dental insurance plan for individual coverage for each eligible technician employed by the school district who is enrolled in the group dental plan. Effective July 1, 2004, the school district will also contribute a sum not to exceed \$36.00 per month of service for each year towards the cost of the premium for the group dental insurance plan for individual coverage for each eligible technician employed by the school district who is enrolled in the group dental plan. In the event that a successor agreement has not been entered into by July 1, 2005, the school district's contribution shall not exceed the dollar amount of the premium in effect as of July 1, 2004. The portion of the premium, if any, not contributed by the school district shall be borne by the technician and paid by payroll deduction.

Subd. 2. Family Coverage: Effective July 1, 2003, the school district shall contribute a sum not to exceed \$63 per month of service toward the cost of the family plan for each eligible technician employed by the school district who is enrolled in the dental plan. The portion of the premium, if any, not contributed by the school district shall be borne by the technician and paid by payroll deduction.

4. Continuing Coverage

Full time technicians who have completed at least ten (10) years of continuous service with the school district who are at least fifty-five (55) years of age shall be eligible to continue in the district hospitalization-major medical insurance plan and the district dental plan, if permitted by the terms of the policy with the insurance carrier, until the date of the employee's 65th birthday. The employee shall pay the entire premium for such coverage.

5. Group Income Protection:

The school district shall pay the premium for the income protection insurance in force on the effective day of this Agreement for all eligible technicians who qualify for and are enrolled in the group income protection plan. Subject to the provisions of the policy, the plan provides for a benefit of 2/3 of income but with a monthly maximum of \$5,000.00 per month.

6. Sick Leave:

A technician shall be granted a paid sick leave allowance of fifteen (15) days per year provided the technician has served for a minimum of twenty (20) duty days each year. Leave not used during any work year may accumulate without limit.

A technician may use one (1) day of accumulated leave for each day of personal illness or disability. Sick leave pay shall be allowed by the school district whenever a technician's absence is due to illness or disability which prevented his/her performance of duties on that day or days. A technician may use one (1) day of accumulated sick leave for each day of illness or disability of the technician's child who is less than eighteen (18) years old, for such reasonable periods as the technician's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness.

Sick leave pay shall be approved upon submission of a signed request on the authorized form. The school district may require an employee to furnish a medical certificate as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

For necessary absence because of illness or disability in the immediate family, the technician, upon approval of the Information & Technical Manager, may use up to five (5) of the days from accumulated leave allowance in any one year at no salary deduction. The immediate family shall be interpreted to mean husband, wife, father, mother, brother, sister, son, daughter, father-in-law, and mother-in-law.

For necessary absence because of illness or disability in the close family, the technician, upon approval of the Information & Technical Manager, may use up to three (3) of the days from accumulated leave allowance in any one year at no salary deduction. The close family shall be interpreted to mean grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, and sister-in-law. Close family shall include any

other person residing in or who has resided in the same household as the coordinator or who clearly stands in the same relationship with the employee.

At the time an employee becomes eligible to receive long-term disability compensation as provided in this Agreement, such employee shall no longer be eligible for any sick leave pay pursuant to this Section as long as such employee continues on long-term disability compensation.

7. Bereavement Leave:

Up to five (5) days of leave shall be granted for death in the immediate or close family (as defined in Section 5). The amount of leave allowed under this provision is subject to the discretion of the Information & Technical Manager, and shall not be deducted from sick leave.

8. Emergency Leave:

Subd. 1. A technician may be granted emergency leave of two (2) days per year, such leave to be deducted from accumulated leave. Emergencies which qualify for use of this leave allowance are those extraordinary situations that arise requiring the technician's attention which cannot be attended to when school is not in session and which are not covered under other policies. Requests for such leave must be made in writing to the personnel administrator at least two (2) days in advance, except in cases of extreme emergency. If an emergency makes it impossible to submit a written request in advance, an oral request shall be submitted to the personnel administrator and then confirmed in writing immediately upon the return of the technician. The request shall state the reason for the proposed leave. The personnel administrator reserves the right to refuse to grant such leave.

9. General Leave of Absence:

A general leave of absence may be granted at the discretion of their supervisor. Notification of intent to return, terminate or seek additional leave time shall be forwarded in writing to their supervisor at least six (6) weeks prior to the end of the leave of absence.

10. Child Care Leave:

Subd. 1. The school district shall grant upon request of the technician a child care leave, without pay, to one parent of a pre-school age child, natural or adopted, subject to the provisions of this section. For purposes of this section, the term child care shall include but not be limited to a period of time when a technician is pregnant.

Subd. 2. In the event of pregnancy, a technician may continue her duties until the onset of the disability and thereafter utilize disability leave with pay during the period of disability. Thereafter, a technician may request a child care leave. However, if the technician requests a child care leave prior to the onset of disability, such child care leave shall be in effect from the date of commencement through the period of childbirth and recovery.

Subd. 3. A pregnant coordinator shall notify the Director of Human Resources in writing not later than the end of the sixth month of pregnancy, and also at such time, provide a physician's statement indicating the estimated date of delivery of the child.

Subd. 4. The commencement and return date of child care leave shall be determined by mutual agreement between the technician and the department Director, taking into account the continuity of the instructional program and the desires of the technician.

Subd. 5 In approving a child care leave of absence, the school district shall not be required to grant any leave more than twelve (12) months in duration or permit the technician to return to his/her employment prior to the date designated in the approved child care leave.

Subd. 6. A technician returning from child care leave shall be re-employed in a position for which he/she is qualified.

Subd. 7. The applicable periods of probation for technicians are intended to be periods of actual service enabling the school district to have opportunity to evaluate a technician's performance. The parties agree, therefore, that periods of time for which the technician is on child care

leave shall not be counted in determining the completion of the probationary period.

11. Holidays: Technicians who work twelve (12) months are entitled to the following holidays in the 2004-05 school year: Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day.

Technicians who work less than twelve (12) months are entitled to the following holidays in the 2004-05 school year: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Good Friday and Memorial Day.

Any scheduled holiday which falls within an employee's vacation period shall not be counted as a vacation day.

12. Vacation: Each current technician working 12 months, 260 duty days and 8 hours per day shall be entitled to 20 days of vacation per year.

Technicians who work less than 12 months and at least 6 hours per day will be entitled to 6 days of vacation.

The scheduling of vacation days shall be subject to the approval of their supervisor. Unless otherwise approved, all vacation time to which a technician is entitled for a given year shall be taken by the following August 31st, except that unused vacation time may accumulate to a maximum of thirty (30) days with a maximum carryover of ten (10) days per year.

13. Severance Pay - Early Retirement:

Subd. 1. Eligibility: Full-time personnel (employees working 30 hours per week or more) covered by these terms and conditions of employment who have completed at least eighteen (18) years of continuous service with the school district who are at least fifty-five (55) years of age shall be eligible for severance pay, pursuant to these provisions upon submission of a written resignation accepted by the board. Such resignation must be received not later than sixty (60) days prior to the date of retirement. Severance pay shall not be granted to any employee who is discharged for cause by the school district.

Subd. 2. Number of Days: An eligible employee shall receive, as severance pay upon retirement, the amount obtained by multiplying the employee's daily rate of pay by one-half (1/2) times the employee's number of unused leave days, but in any event not to exceed one-hundred (100) days' pay.

Subd. 3. Daily Rate of Pay: In applying these provisions an employee's daily rate of pay shall be the average daily pay rate over the last twelve (12) month period and shall not include any additional compensation for overtime or other extra compensation.

Subd. 4. Payment: An employee may choose to receive the accumulated days' salary in total upon separation from the school district or to receive payment in equal annual installments over a period not to exceed five (5) years from the effective date of retirement.

Subd. 5. Insurance: An employee retiring with severance pay shall be eligible for insurance benefits as follows:

a. The employee not terminated for cause shall be eligible to continue participation in the district group hospitalization-major medical insurance plan, if permitted by the terms of the policy with the insurance carrier, until the date of the employee's 65th birthday. The employee shall pay the entire premium for such coverage.

b. An employee who has reached the age of sixty-five (65) and has maintained continuous coverage, and has a spouse less than age sixty-five (65) shall be eligible to purchase hospitalization and major medical insurance at group rates covering such spouse by paying the entire premium for such coverage, until such time that the spouse reaches age sixty-five (65) or upon the expiration of

five (5) years from the date the employee reached age sixty-five (65), whichever occurs first.

Subd. 6. Effective Date: This provision shall be effective and apply to any employee who retires after the date of execution of these terms and conditions of employment.

14. Deferred Compensation Matching Program:

All regularly employed technicians who are employed one-half time or more, beginning in their 5th year of employment with the St. Louis Park School District, and who are not eligible for the Severance Pay - Early Retirement Program defined above (13) or who have otherwise elected to waive their participation in the Severance Pay - Early Retirement program defined above (13) will be eligible to participate in the matching program effective July 1, 2004. The District will match the employee's contribution on a pro-rata basis.

The District will match eligible contribution in the following manner:

\$500 annual maximum years in the District	Employees who have completed four
\$1000 annual maximum years in the District.	Employees who have completed 6-10
\$1250 annual maximum years in the District	Employees who have completed 11-15
\$1500 annual maximum years in the District	Employees who have completed 16-20
\$2000 annual maximum years in the District	Employees who have completed 21-30

District participation in the program will not exceed twenty-five (25) years or \$38,750.

15. Tax Sheltered Annuity:

The District shall participate in a matching tax-annuity program for all regularly employed technicians who are employed one-half (1/2) time or more, have completed eight (8) years of continuous service and were hired prior to July 1, 1999. Participation in the Tax Sheltered Annuity program precludes the participation in the Deferred Compensation Matching program as defined above (14). The amount contributed by the school district shall match the technician's contribution, but shall not exceed one and one half percent (1-1/2%) of the technician's basic annual salary.

16. Probationary Period

An employee under the provisions of this Agreement shall serve a probationary period of three (3) months of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. During this probationary period, the employee shall have no recourse regarding his/her suspension, discharge or other discipline is concerned.

Other Provisions

1. Duty Year:

The duty year for all full-year technicians shall be 12 months (260 duty days).

Part-year technicians, employed less than 10 months per year, shall receive a pro-rated salary.

2. Mileage Allowance:

Mileage allowance shall be paid for authorized use of personal cars in connection with school district business in an amount as determined by school district policy, which amount shall not be less than IRS guidelines.

3. Method of Payment:

Technicians shall be paid in 24 payments. Pay days are to be on the 15th and last day of each month, except when such dates fall on a week-end or holiday, in which case, the pay day shall be the preceding work day.

4. Deduction:

In the event a full-year technician is absent without leave and a pay deduction is to be made for such absence, the amount of the deduction shall be the employee's daily rate of pay. Deductions for absences of less than a day and for part-year coordinators shall be prorated accordingly.

5. Notice of Resignation:

A technician will submit a written resignation to their supervisor four (4) weeks prior to the effective date of termination, if possible, but will submit the resignation no less than two (2) weeks prior to the effective date of the termination.

ST. LOUIS PARK PUBLIC SCHOOLS
St. Louis Park, Minnesota

2004-05 Technician Hiring Salary Schedule
Effective July 1, 2004

Years of Experience in the District	\$/hr
0-3	18.96
4-6	19.34
7-9	19.73
10-12	20.12
13-15	20.52
16-20	20.93
21+	21.35

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

For:
PC/LAN TECHNICIANS

Authorized Representative

Authorized Representative

Authorized Representative

Dated: _____, 2005

For:
INDEPENDENT SCHOOL
DISTRICT #283

Chair

Clerk

Superintendent

Dated: _____, 2005