

NEGOTIATED CONTRACT

For the 2010 -2011 and 2011-2012 School Years

July 13, 2010

SIGN LANGUAGE INTERPRETERS OF THE
RALSTON EDUCATION ASSOCIATION

And

RALSTON BOARD OF EDUCATION

AGREEMENT

This contract for 2010-2011 and 2011-2012 school years is entered into by the Board of Education of the School District of Ralston hereinafter referred to as the Board, and the Sign Language Interpreters of the Ralston Education Association, hereinafter called the Bargaining Unit.

I. RECOGNITION

During the life of this contract the Board hereby recognizes the Bargaining Unit as the exclusive bargaining agent for all employees of the district who are employed on a Sign Language Interpreter's contract. The Board recognizes the Bargaining Unit as the exclusive and sole collective bargaining agent for all Sign Language Interpreters (SLI's) employed by the District.

Sign Language Interpreter shall mean an individual who has attained one or more of the following competency levels as measured by the following assessments:

1. Educational Interpreter Performance Assessment (EIPA). Competency level 3.5.
2. Registry of Interpreters of the Deaf Certification (RID)/National Interpreters Certificate (NIC).
3. National Association of the Deaf (NAD). Competency level 4.0.
4. Quality Assurance Screening Test (QAST). Competency level 4.0.

II. COMPENSATION

(A) Salary Schedule and Base Salary:

The Board agrees to pay Sign Language Interpreters who are members of the Bargaining Unit according to the Salary Schedule (Appendix A)

(B) Initial Placement:

Newly hired Sign Language Interpreters shall be credited with all previous sign language interpreter experience in schools whose standards are the same as those of the Suburban Schools Program. He/She will be placed on the salary schedule according to his/her years of experience as a certified Sign Language Interpreter. 140 days on duty during the regular school year and not less than six hours per day shall be counted as a creditable school year.

(C) Vertical Advancement:

Longevity compensation will be paid to Sign Language Interpreters with consecutive years of service to the district. SLI's hired before September 1, 2004 in their 6th, 11th, 16th, 21st, and 26th year of employment will receive an additional 25 cents per hour above their established hourly wage. SLI's hired after September 1, 2004, in their 11th, 16th, 21st, and 26th year of employment will receive an additional 25 cents per hour above their established hourly wage. Longevity compensation remains in effect each year until the next plateau is reached.

(D) Horizontal Advancement:

Salary credit will be given to Sign Language Interpreters as they move across the Salary Schedule (Appendix A).

(E) Part-Time/Job-Sharing:

Part-time and job-sharing employees will receive prorated salary and benefits at the same fraction as their employment. The employee shall have the option to pay for the additional coverage not provided. Salary advancement shall be credited at the rate of one year of experience for each year of 50% or greater employment.

(F) Duty Hours/Days:

The full time SLI workday may begin and end at different times from school to school and will be paid for a minimum of 7.5 hours per day and 179 days per school year. The standard work day may be prorated based on the needs of the students served. Thirty (30) minutes of this time shall be a **paid**, duty-free lunch.

(G) Over Time:

Covered SLI's will be compensated at the rate of one and one half times their regular hourly rate for any hour over forty (40) hours worked in any one week. Paid sick leave and paid personal leave will be considered as hours worked.

(H) Minimum Compensation:

Compensation for a minimum of one (1) hour at the appropriate pay scale will be paid to any Sign Language Interpreter who is required to report for duty at any time other than the regularly scheduled time unless the time scheduled for work is contiguous to the regular school day and the time worked is one (1) hour or less in duration or to a school site other than their regularly scheduled school site. Payment for time beyond one (1) hour shall be calculated to the next quarter hour.

(I) District Closure:

In the event of the building in which the SLI works, closes due to snow or other emergency, the days/hours will be rescheduled.

III. INSURANCE BENEFITS

(A) Term Life Insurance:

The Board will pay the premium for a \$20,000 group term life insurance policy of the districts choosing for each SLI. A SLI shall be permitted to purchase additional term insurance at his or her own expense as may be permitted by the terms of the insurance policy.

(B) Disability Income Insurance:

SLI's will receive 66 2/3 percent long-term disability insurance coverage based on the SLI's salary and fringe benefits. A SLI shall be entitled to disability coverage

beginning on the date when the SLI has used all of his or her accumulated sick leave.

(C) Health and Accident Insurance:

The Board shall provide single health and accident insurance for each SLI; provided, however, that the Board reserves the right to select a different carrier than Educators Health Alliance (EHA), provided only that the coverage and benefits are comparable to those provided in said EHA and could only change at the beginning of a new contract year.

1. The board will provide each eligible SLI with EHA \$600 Deductible PPO Group Health coverage, including PPO dental insurance coverage (80%A and B with 50% C coverage) SLI's must work six (6) hours or more per day to be considered eligible. SLI's will pay 3% per month of the monthly premium. New SLI's are not covered by Health Insurance until September 1.

If hired after the start of the school year, coverage begins on the first day of the month following employment.

2. If the SLI works less than six (6) hours, he/she will pay a prorated portion of the premium.

3. A qualifying SLI may elect to receive \$1000 (One Thousand Dollars) in lieu of individual coverage through the district PayFlex plan. The amount of the payment will be prorated for a part-time SLI who elects this option. Any qualifying SLI who elects to receive such payments in lieu of health insurance coverage will sign a waiver of insurance that will be placed in the SLI's file.

4. Under the Family Medical Leave Act, the qualified SLI's will receive up to twelve weeks of health insurance coverage provided by the District at the same proration as the qualified SLI's full-time equivalency. At the conclusion of the FMLA leave, the SLI who requires additional leave time shall be permitted to continue the health insurance coverage by personal payment of the health insurance premiums under long-term disability subject to the terms of the health insurance contract.

5. The board will be responsible for the processing of all health and accident insurance monies in such a manner that will not create a tax liability for SLI's.

IV. FRINGE BENEFITS

(A) Physical Examination:

A physical examination will be voluntary on the part of each SLI. The Board shall reimburse SLI's for the out-of-pocket cost of a physical examination, up to a maximum amount of \$75.00 per examination beginning in the second year and every year thereafter of continuous employment.

(B) Eye Examination:

The Board shall reimburse SLI's for the out of pocket cost of an eye care exam or corrective lens' and frames beginning in the second year and every year thereafter of continuous employment up to a maximum amount of \$50.00 per examination.

(C) Hearing Exam:

The Board shall reimburse SLI's for the out of pocket cost of a hearing exam beginning in the second year and every year thereafter of continuous employment up to a maximum amount of \$50.00 per examination.

(D) Sick Leave:

SLI's will accrue ten (10) sick days in any one calendar year, which may be accumulated up to a total of ninety (90) days. After three consecutive days of absence due to an illness, the School District administration may require that the SLI submit a physician's written certification attesting to the SLI's sickness or disability. An SLI may take accumulated sick leave to care for the SLI's sick spouse, child (including stepchild), parent, mother-in-law, father-in-law or a person who resides in the SLI's home for whom the SLI is legally responsible (e.g. a foster child or a foreign exchange student.)

(E) Sick Leave Payments to a SLI Receiving Workers Compensation:

When a SLI who is unable to work because of a work-related injury receives Workers Compensation payments, the District shall pay the portion of the SLI's salary not covered by workers compensation. The SLI's sick leave will be reduced by the proportion of the SLI's salary that the District pays. (e.g. if the Workers Compensation payment is two-thirds of the SLI's payment and the District's payment is one-third, the SLI's sick leave will be reduced by one-third of a day per day of payment).

(F) Unused Sick Leave:

Upon leaving the district, each SLI shall be paid 45 percent of his or her daily rate up to a limit of ninety (90) days for unused sick leave. A SLI will be eligible for this program after he/she has completed eight (8) consecutive years of employment. Part-time SLI's will be reimbursed at the average percentage rate of their employment.

(G) Personal Leave:

SLI's are eligible for two (2) days of personal leave (personal business that cannot be scheduled outside of work time) also accrued by standard hours worked and may be used by the hour.

(H) Bereavement Leave:

A SLI shall have paid leave for bereavement up to seven (7) days in the event of each death of the employee's spouse, child, stepchild, parent or stepparent. In the event of the death of one of the previously mentioned individuals, the seven (7) days of bereavement need not be taken consecutively. Up to five (5) days shall be granted in the event of each death of the employee's sister, brother or grandchild; three (3) days

in the event of each death of the employee's grandparent, grandparent-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or a person who resides in the employee's household for whose care the employee is legally responsible: one (1) day of paid leave for persons not named above.

(I) Judicial Leave:

A SLI will have one day of paid leave per year when subpoenaed to testify in a court proceeding under the following conditions:

- (1) The SLI is under compulsion of subpoena and the SLI is not a party to the proceeding;
- (2) The paid leave is limited to the time that the SLI is under compulsion of subpoena to remain at the proceeding (the SLI must return to work as soon as practicable upon being released from the subpoena); and
- (3) Any pay received less parking and allowance for lunch, shall be reimbursed to the district.

(J) Association Leave:

The SLI's fall within the Ralston Education Association, Association leave contract language.

(K) Payroll Deduction:

The Board will provide payroll deduction of professional dues and dependent life insurance premiums and for such other purposes as may be requested by a SLI and approved by the District.

(L) Grievance Procedure:

Definition: A grievance is an allegation by an SLI, group of SLI's or the Bargaining Unit that there has been a violation of an expressed provision of this contract, and/or of Ralston Board of Education Policies. The purpose of the grievance procedure shall be to secure, at the most immediate level, a solution to a problem regarding the interpretation of the negotiated contract or BOE policy, in order to ensure fair and equitable treatment of SLI's.

Bargaining Unit Representation. A grievant has the right to have a SLI representative at each level of the grievance procedure. If a grievant chooses not to involve a Bargaining Unit representative, the Bargaining Unit may have a representative present at any meetings, appeals or other proceedings relating to a grievance which has been formally presented.

Withdrawal of a Grievance. A grievant may withdraw his or her grievance at any level of the procedure without fear of reprisal from any party. The Bargaining Unit may assume the grievance at the point it is discontinued by the individual.

Written Presentation. All grievances shall set forth in writing the facts giving rise to the grievance, the provision(s) of the contract alleged to have been violated, the

name(s) of the grievant(s), and the remedy sought by the grievant(s). All grievances shall be signed and dated by the aggrieved SLI at each step of the grievance procedure. If a grievant withdraws the grievance and the Bargaining Unit pursues the grievance, a Bargaining Unit representative shall sign and date the grievance. All written answers submitted by the District shall be signed and dated by the appropriate District representative. The Bargaining Unit shall be notified in writing of any settlement. A settlement shall not be inconsistent with the terms of the negotiated contract or Board policy.

Grievance Meetings. All meetings conducted under this procedure in Steps 1 and 2 shall be limited to the parties (and their respective representatives) involved in the grievance.

Reprisals. No reprisals of any kind shall be taken against any SLI who utilizes this grievance procedure.

Informal Resolution. A SLI and the SLI's supervisor should try to resolve problems through free and informal communication. Nothing herein shall be construed as limiting the right of any SLI to discuss his or her grievance informally with his or her immediate supervisor and to have the grievance resolved informally.

Step 1 – Written Grievance to the Principal/Supervisor. Generally a grievance will be filed with the grievant's immediate supervisor. However, the grievance shall be filed initially at the level at which the grieved action or event occurred. The grievant shall present the grievance to his or her principal/supervisor in writing within twenty-one (21) contract days from the date that the grievant knew or should have known of the incident giving rise to the grievance. A meeting between the principal/supervisor and grievant shall be held within seven (7) contract days of receipt of the written grievance. The principal/supervisor shall submit his or her determination in writing to the grievant within seven (7) contract days of the meeting.

Step 2 – Written Appeal to the Superintendent. If the determination of the principal/supervisor is not satisfactory to the grievant, the grievant or the Bargaining Unit may appeal it to the Superintendent. Said appeal shall be presented, in writing, to the office of the Superintendent within seven (7) contract days of receipt of the supervisor's determination. The Superintendent shall hold a meeting within seven (7) contract days of receiving the written appeal. The Superintendent or a designated representative shall make a written determination regarding the grievance within seven (7) contract days of the date of the meeting.

Step 3 – Appeal to the Board of Education. If the determination of the Superintendent is not satisfactory to the grievant, the grievant or the Bargaining Unit may appeal it to the Board within seven (7) contract days of receipt of the Superintendent's decision. The Board shall hear the grievance within thirty (30) days in open or closed session in accordance with the law. The Board shall issue a written decision to the grievant and Bargaining Unit within seven (7) contract days of the hearing.

Time Limitations. The time limitations are of the essence of the grievance procedure. If, at any time during the grievance process, it is discovered that the grievance was

not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not appealed to step 2 in a timely manner, it shall be deemed to have been settled in accordance with the District's step 1 determination. If the grievance is not appealed to step 3 in a timely manner, it shall be deemed to have been settled in accordance with the District's step 2 determination. If the District fails to answer within the time limits set forth in this contract, the grievance shall automatically proceed to the next step.

V. MISCELLANEOUS

(A) Payment of Changed Compensation:

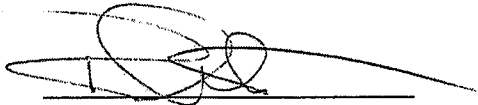
Payment of the increased compensation and fringe benefits premiums will become effective September 1st.

(B) Duration of Agreement:

This contract shall continue in effect until a successor contract is adopted. Vertical and horizontal placement and health insurance shall remain in effect until a successor contract is reached. At such time as a successor contract is reached, salary schedule placement, salary adjustments and all other terms of the successor contract shall be retroactive to the beginning of the contract year covered by the successor contract.

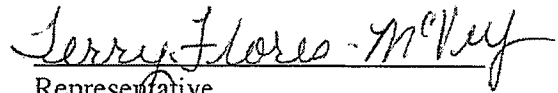
WITNESS our hands this 21 day of July 2010.

BOARD OF EDUCATION

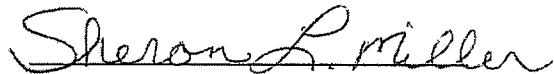


President
Ralston Board of Education

SIGN LANGUAGE INTERPRETERS



Representative
Sign Language Interpreters -
Ralston Education Association



Chief Negotiator
Sign Language Interpreters -
Ralston Education Association

Appendix A

2010-2011 Certified Sign Language Interpreters

<u>Step</u>	<u>3.5-3.99</u>	<u>4.0-4.49</u>	<u>4.5-5.0</u>
1	15.54	16.01	16.49
2	16.01	16.49	16.98
3	16.49	16.98	17.49
4	16.98	17.49	18.02
5	17.49	18.02	18.56
6	18.02	18.56	19.11
7	18.56	19.11	19.69
8	19.11	19.69	20.28
9	19.69	20.28	20.89
10	20.22	20.89	21.52
11	20.75	21.52	22.17
12	-	22.17	22.70
13	-	-	23.23

