Westside Sign Language Interpreters/Transliterators

And

The Board of Education of

**Westside Community Schools** 

**District 66 Agreements** 

2011 - 2012

JIII)

Westside Community Schools and Sign Language Interpreters/Transliterators

This Agreement dated this 2nd day of August 2011 by and between the Board of Education of Westside Community Schools (hereinafter referred to the "District") and Westside Sign Language Interpreters/Transliterators, the parties do hereby agree as follows:

# ARTICLE 1 RECOGNITION

The District recognizes the Westside Education Association as the sole and exclusive collective bargaining representative for the Sign Language Interpreters/Transliterators (Employees) employed by the district.

## ARTICLE 2 MANAGEMENT

The management and direction of the District and the direction of the work force, including the right to hire, suspend, or discharge for just cause, to assign jobs, to transfer employees within the District, to increase and decrease the work force, to determine the school calendar, hours of school, hours of work, and all other procedures necessary to provide for the education of the students of the District are invested exclusively in the Board of Education of the District, and the District specifically reserves all rights and prerogatives not abridged or delegated by this Agreement.

The District provides equal employment opportunities to all Employees and applicants for employment without regard to race, color, religion, sex, disability, national origin, age, or marital status in accordance with applicable federal, state, and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, and leaves of absence, compensation, and training.

# ARTICLE 3 HOLIDAYS

All Employees covered by this agreement shall receive four (4) paid holidays paid on the following Holidays:

Thanksgiving, Thanksgiving Friday, Christmas Day and New Year's Day

# ARTICLE 4 PAID LEAVE

Each Employee covered by this agreement shall be entitled to a paid leave of absence up to ten (10) days (based on the number of hours normally worked) per Contract Year for illness of the Employee, illness of a member of the Employee's immediate family, bereavement or personal leave. Unused paid leave may be carried over and accumulated from one Contract year to successive Contract Years and accumulated from year to year up to ninety (90) days.

New Employees hired after the first day of the Contract Year shall be immediately credited with a prorated amount of sick leave during their first partial Contract Year of employment.

In the event of any voluntary or involuntary termination of employment of an Employee, the amount of paid sick leave to which that Employee would otherwise be entitled for the Contract Year in which the termination occurs (excluding sick leave accumulated from prior contract years) shall be prorated to the date of termination. In the event the Employee had already taken paid sick leave in that Contract Year in excess of said prorated amount, the amount of the excess will be charged to the Employee at the Employee's hourly rate of pay as of the effective date of termination, which shall be deducted from the Employee's final paycheck. In the event the Employee had taken paid sick leave in that Contract Year in an amount totaling less than said prorated amount, the amount of the deficiency will be paid to the Employee at the Employee's hourly rate of pay as of the effective date of termination, which shall be added to the Employee's final paycheck.

# ARTICLE 5 PERSONAL LEAVE

This Paid-Leave provision is provided for Employees to allow them release from normal work hours. Staff should review the following lists of reasons to determine whether their request complies with these guidelines before requesting personal/business leave as part of paid leave in Article 4. Two (2) days based on normal work hours per year will be provided for personal or business reasons.

Acceptable reasons for personal/business leave:

- (1) Legal matters and court appearances;
- (2) Doctor and dental appointments for members of the Employee's immediate family;
- (3) College requirements such as meeting with advisors and taking exams;

- (4) Closings on the sale or purchase of the Employee's primary personal residence or moving to or from the Employee's primary personal residence;
- (5) Weddings and graduation ceremonies of the Employee or members of the Employees immediate family;
- (6) Attendance at state competitions, which are sanctioned by the District if the participant is the spouse or child of the Employee;
- (7) Illness of a member of the Employee's immediate family;
- (8) Catastrophes and natural disasters, such as flood, fire, or tornado involving the Employee's primary personal residence or a member of the Employee's immediate family; and
- (9) Attendance at school functions for children of the Employee, such as Kindergarten round-ups, conferences, and college visits.

#### Unacceptable reasons for personal and business leave

- (1) Weddings or graduation ceremonies for someone other than the employee or a member of the employee's immediate family;
- (2) Illness of someone other than a member of the employee's immediate family;
- (3) Applying or interviewing for job positions other than with the District;
- (4) Entertainment, shopping, and personal errands;
- (5) Looking for housing or closing on the sale or purchase of property other than the employee's primary residence; and
- (6) Personal recreational activities, such as hunting, fishing, golf, hobbies, family or personal vacations, and family or personal business trips.

Employees will not be compensated for unused personal or business leave at the end of the Contract Year. Personal or business leave without pay may be granted in exceptional circumstances at the discretion of the Assistant Superintendent for Human Resources.

# ARTICLE 6 BEREAVEMENT LEAVE

Each Employee is entitled to paid bereavement leave of up to five (5) days (within the 10 days of paid leave) based on normal work hours in the event of the death of an Employees father, mother, spouse, child, grandchild, sister, or brother; up to three (3) days in the event of the death of an Employee's grandparent, mother-in-law, father- in-law, sister-in-law, brother-in-law, son in-law, daughter-in-law, or any person living in the Employee's household and for whose care Employee is responsible; and one (1) day per year in the event of the death of any other person. Additional days of bereavement leave may be granted in the sole and absolute discretion of the Assistant Superintendent for Human Resources. All Bereavement Leave days will be charged against available paid leave days as stated in Article 4.

## ARTICLE 7 RELIGIOUS HOLIDAY LEAVE

Each employee is entitles to a paid leave not to exceed two (2) days based on normal work hours in any contract year to participate or observe religious holidays if such participation or observance cannot be reasonably scheduled outside the Employee's normal work hours.

# ARTICLE 8 ADOPTION LEAVE

Each employee is entitled to a paid leave of up to ten (10) days based on normal work hours in the connection with the adoption of a child.

# ARTICLE 9 JURY DUTY

Each employee shall be granted a paid leave based on normal work hours for federal and state jury duty or civic duty, except that the District may reduce the pay of an employee by an amount equal to any compensation, other than expenses, paid by the court for jury duty.

# ARTICLE 10 FAMILY MEDICAL LEAVES OF ABSENCE

Eligible employees may take unpaid FMLA leave in accordance with, and subject to the terms and conditions of, Board Policy 4600, as amended from time to time.

## ARTICLE 11 PENSION

Each school employee who works 516 or more hours between July 1 and June 30 (approximately 3 hours per day for an employee who is employed during an entire school year in a position other than on-call substitute is required to be a member of the Nebraska School Employees Retirement System. Members of the NSERS automatically make a contribution (approximately 8.88%) to their retirement account from each paycheck. Information booklets are available from the District Human Resources Office or the Nebraska Retirement System, 301 Centennial Mall South, P.O. Box 94816, Lincoln, NE 68509 (1-800-245-5712)

# ARTICLE 12 INTERPRETERS/TRANSLITERATORS SALARY SCHEDULE FOR 2011 - 2012

A 0.8% increase across the revised schedule has been approved for 2011-2012 as set forth in Exhibit "A".

Each interpreter has the option of 30 minutes additional time past student contact hours for collaboration and planning per day.

### ARTICLE 13 MILEAGE REIMBURSEMENT

When an employee is required to travel to another site during their workday or as part of assigned duties, such employee shall be reimbursed at the standard rate determined by the district.

# ARTICLE 14 INSURANCE

Each employee covered by this agreement that is employed twenty-five hours or more per week shall be eligible to participate in the Health and Dental Plans provided by the district (as set forth in Exhibit "B"). The district shall pay the premium for a single coverage for the Blue Cross Blue Shield Preferred \$600 Deductible Program including single dental. If the deductible changes in the 2011 - 2012-school year it will be the employees responsibility to pay any increase in the deductible.

The District shall provide \$25,000 life insurance as identified in Exhibit "B".

#### ARTICLE 15 DURATION OF AGREEMENT

This Agreement shall be in full force and effect until both parties agree upon a succeeding contract.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this instrument to be executed effective on the  $2^{nd}$  day of August 2011.

WESTSIDE EDUCATION ASSOCIATION NEGOTIATION REPRESENTATIVE:	WESTSIDE BOARD OF EDUCATION NEGOTIATION REPRESENTATIVE					
RATIFIED:						
President of Westside Education Association	President of Board of Education					

EXHIBIT A 2011 - 2012

H×V	1X2	1x2	1X2	1X2	1X2	2x2	2x2	2x2	2x2	2x2	3x2	1x2	1x2	1x2	1x2	1x2
Score>	3.5	3.6	3.7	3.8	3.9	4.0	4.1	4.2	4.3	4.4	4.5	4.6	4.7	4.8	4.9	5.0
Years																
1	\$15.41	\$15.56	\$15.72	\$15.88	\$16.04	\$16.36	\$16.69	\$17.02	\$17.36	\$17.71	\$18.24	\$18.42	\$18.60	\$18.79	\$18.98	\$19.17
2	\$15.72	\$15.87	\$16.03	\$16.20	\$16.36	\$16.69	\$17.02	\$17.36	\$17.71	\$18.06	\$18.60	\$18.79	\$18.97	\$19.17	\$19.36	\$19.55
3	\$16.03	\$16.19	\$16.35	\$16.52	\$16.69	\$17.02	\$17.36	\$17.71	\$18.06	\$18.42	\$18.97	\$19.17	\$19.35	\$19.55	\$19.75	\$19.94
4	\$16.35	\$16.51	\$16.68	\$16.85	\$17.02	\$17.36	\$17.71	\$18.06	\$18.42	\$18.79	\$19.35	\$19.55	\$19.74	\$19.94	\$20.15	\$20.34
5	\$16.68	\$16.84	\$17.01	\$17.19	\$17.36	\$17.71	\$18.06	\$18.42	\$18.79	\$19.17	\$19.74	\$19.94	\$20.13	\$20.34	\$20.55	\$20.75
6	\$17.01	\$17.18	\$17.35	\$17.53	\$17.71	\$18.06	\$18.42	\$18.79	\$19.17	\$19.55	\$20.13	\$20.34	\$20.53	\$20.75	\$20.96	\$21.17
7	\$17.35	\$17.52	\$17.70	\$17.88	\$18.06	\$18.42	\$18.79	\$19.17	\$19.55	\$19.94	\$20.53	\$20.75	\$20.94	\$21.17	\$21.38	\$21.59
8	\$17.70	\$17.87	\$18.05	\$18.24	\$18.42	\$18.79	\$19.17	\$19.55	\$19.94	\$20.34	\$20.94	\$21.17	\$21.36	\$21.59	\$21.81	\$22.02
9	\$18.05	\$18.23	\$18.41	\$18.60	\$18.79	\$19.17	\$19.55	\$19.94	\$20.34	\$20.75	\$21.36	\$21.59	\$21.79	\$22.02	\$22.25	\$22.46
10	\$18.41	\$18.59	\$18.78	\$18.97	\$19.17	\$19.55	\$19.94	\$20.34	\$20.75	\$21.17	\$21.79	\$22.02	\$22.23	\$22.46	\$22.70	\$22.91
11	\$18.78	\$18.96	\$19.16	\$19.35	\$19.55	\$19.94	\$20.34	\$20.75	\$21.17	\$21.59	\$22.23	\$22.46	\$22.67	\$22.91	\$23.15	\$23.37
12	\$19.16	\$19.34	\$19.54	\$19.74	\$19.94	\$20.34	\$20.75	\$21.17	\$21.59	\$22.02	\$22.67	\$22.91	\$23.12	\$23.37	\$23.61	\$23.84
13	\$19.54	\$19.73	\$19.93	\$20.13	\$20.34	\$20.75	\$21.17	\$21.59	\$22.02	\$22.46	\$23.12	\$23.37	\$23.58	\$23.84	\$24.08	\$24.32
14	\$19.93	\$20.12	\$20.33	\$20.53	\$20.75	\$21.17	\$21.59	\$22.02	\$22.46	\$22.91	\$23.58	\$23.84	\$24.05	\$24.32	\$24.56	\$24.81
15	\$20.33	\$20.52	\$20.74	\$20.94	\$21.17	\$21.59	\$22.02	\$22.46	\$22.91	\$23.37	\$24.05	\$24.32	\$24.53	\$24.81	\$25.05	\$25.31
16	\$20.74	\$20.93	\$21.15	\$21.36	\$21.59	\$22.02	\$22.46	\$22.91	\$23.37	\$23.84	\$24.53	\$24.81	\$25.02	\$25.31	\$25.55	\$25.82
17	\$21.15	\$21.35	\$21.57	\$21.79	\$22.02	\$22.4 <del>6</del>	\$22.91	\$23.37	\$23.84	\$24.32	\$25.02	\$25.31	\$25.52	\$25.82	\$26.06	\$26.34
18	\$21.57	\$21.78	\$22.00	\$22.23	\$22.46	\$22.91	\$23.37	\$23.84	\$24.32	\$24.81	\$25.52	\$25.82	\$26.03	\$26.34	\$2 <del>6</del> .58	\$26.87
19	\$22.00	\$22.22	\$22.44	\$22.67	\$22.91	\$23.37	\$23.84	\$24.32	\$24.81	\$25.31	\$26.03	\$26.34	\$26.55	\$26.87	\$27.11	\$27.41
20	\$22.44	\$22.66	\$22.89	\$23.12	\$23.37	\$23.84	\$24.32	\$24.81	\$25.31	\$25.82	\$26.55	\$26.87	\$27.08	\$27.41	\$27.65	\$27.96
21	\$22.89	\$23.11	\$23.35	\$23.58	\$23.84	\$24.32	\$24.81	\$25.31	\$25.82	\$26.34	\$27.08	\$27.41	\$27.62	\$27.96	\$28.20	\$28.52
22	\$23.35	\$23.57	\$23.82	\$24.05	\$24.32	\$24.81	\$25.31	\$25.82	\$26.34	\$26.87	\$27.62	\$27.96	\$28.17	\$28.52	\$28.76	\$29.09
23	\$23.82	\$24.04	\$24.30	\$24.53	\$24.81	\$25.31	\$25.82	\$26.34	\$26.87	\$27.41	\$28.17	\$28.52	\$28.73	\$29.09	\$29.34	\$29.67
24	\$24.30	\$24.52	\$24.79	\$25.02	\$25.31	\$25.82	\$26.34	\$26.87	\$27.41	\$27.96	\$28.73	\$29.09	\$29.30	\$29.67	\$29.93	\$30.26
25	\$24.79	\$25.01	\$25.29	\$25.52	\$25.82	\$26.34	\$26.87	\$27.41	\$27.96	\$28.52	\$29.30	\$29.67	\$29.89	\$30.26	\$30.53	\$30.87

#### **EXHIBIT B (Insurance Information)**

The following program of insurance shall be provided to all Employees covered under this contract who are employed at least twenty-five hours per week, subject to Article 14 of this Agreement:

- 1. For 2011–2012 the Board of Education will pay the premium for single coverage for the Blue Cross Blue Shield Preferred \$600 Deductible Program including single dental coverage. For 2011-2012 the Board of Education will pay the premium for single coverage and if a change in the deductible occurs, the employee shall be responsible for any increase in the deductible.
- 2. For 2011-2012 the Board of Education will pay up to the premium of a single coverage, per year, to provide Family Health Insurance. Health Insurance shall be the Blue Cross/Blue Shield Blue Preferred \$600 Deductible Program. For 2011-2012 the Board of Education will pay the premium for single coverage and if a change in the deductible occurs, the employee shall be responsible for any increase in the deductible
- 3. The Board will also provide single dental coverage for the Blue Cross Blue Shield PPO 80% A&B with 50% C coverage.
- 4. The Board of Education shall provide and pay for term life insurance in the benefit amount of \$25,000.00 for each employee covered under this agreement.
- \* The employees may purchase additional term life insurance in the amount of \$25,000.00, and the premium therefore will be deducted from the pay of the employee; provided that the employees meet the percentage of participation required by the insurance company. The present term life insurance carrier shall designate the percentage participation and the rate of premium.