

Westside Sign Language Interpreters/Transliterators

And

The Board of Education of

Westside Community Schools District 66

Agreements 2023-2024

Westside Community Schools and Sign Language Interpreters/Transliterators

This Agreement, dated this 15th day of May, 2023 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 six (6) paid holidays paid on the following Holidays:

Labor Day, Thanksgiving, Thanksgiving Friday, December 24, December 25, 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.

Inclement Weather Day Reporting: The Board of Education and the Westside Education Association agree that Sign Language Interpreters shall work from home on snow and cold days.

ARTICLE 5 PERSONAL LEAVE

This Paid-Leave provision is provided for Employees to allow them release from normal work hours. Two (2) days based on normal work hours per year will be provided for personal or business reasons.

Procedure for use.

- a. Requests for paid personal leave shall be submitted via email to:
 - the staff member's building principal or immediate supervisor prior to the date(s) requested for leave and

- the Assistant Superintendent for Human Resources and District Operations for requests made on or after the date(s) requested for leave, for leave during blackout dates, and for unpaid leave.
- b. Personal leave requests shall be considered in the order received.
- c. The number of personal leave requests approved by the District shall not exceed the greater of two individuals or five percent of the District's Interpreters/Translators staff on any given contract day nor exceed the greater of one individual or ten percent of the building's Interpreters/Translators staff members on any given contract day.
- d. Unless, in the determination of the Assistant Superintendent for Human Resources and District Operations, an unforeseeable emergency situation exists, personal/business leave shall not be taken during the first or last fifteen (15) student contract days of the contract year, or on days immediately before or after holidays or breaks.

Accumulation.

- a. After three years of employment with Westside Community Schools, Interpreters/Translators staff may carry forward unused days each year up to a total of two days, to be used for personal or business reasons.
- b. After five years of employment with Westside Community Schools, Interpreters/Translators staff may carry forward unused days each year up to a total of three days, to be used for personal or business reasons.
- c. After ten years of employment with Westside Community Schools, Interpreters/Translators staff may carry forward unused days each year up to a total of four days, to be used for personal or business reasons.
- d. After twenty-four (24) years of employment with Westside Community Schools, Interpreters/Translators staff with three or more personal days banked may sell one personal day back to the District upon separation (final paycheck).

ARTICLE 6 BEREAVEMENT LEAVE

Each Employee is entitled to paid bereavement leave of up to ten (10) days (within the 10 days of paid leave) based on normal work hours in the event of the death of an Employee's spouse or child; up to five (5) days in the event of the death of an Employee's parent, grandchild, or sibling; up to three (3) days in the event of the death of an Employee's grandparent, in-law (parent, sibling, child), 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, not to exceed four days within a single contract year. Additional days of bereavement leave may be granted in the sole and absolute discretion of the Assistant Superintendent for Human Resources and District Operations. 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 entitled 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. These days should be used within ten (10) weeks of the adoption, and are to be taken consecutively.

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

Rules governing participation in the Nebraska Public Employees Retirement System can be found at <http://npers.ne.gov>, or by writing to NPERS, 1526 K Street, Suite 400, P.O. Box 94816, Lincoln, NE 68509-4816.

ARTICLE 12
INTERPRETERS/TRANSLITERATORS SALARY SCHEDULE

An increase of 2.20% in the starting wage for the 2023-24 wage rate table has been approved 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. Each interpreter will be granted a 30-minute duty-free lunch each workday.

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 provide \$50,000 life insurance. Employees may purchase additional term life insurance in the amount of \$25,000, 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.

ARTICLE 15 GRIEVANCE PROCEDURE

- A. Any party covered by this Agreement shall have the right to grieve a dispute as to any of the terms of this Agreement in the following manner.
 - 1. The aggrieved party shall provide written notice of the grievance to their Principal (district representative) within seven (7) teacher contract days from the date the grievant knew or should have known of the incident giving rise to the grievance.
 - 2. If the aggrieved person is not satisfied with the disposition of Step 1, the grievant may submit their claim to the Assistant Superintendent for Human Resources and District Operations. This shall be in writing and copies should be retained for the aggrieved person and the professional organization. Within five (5) teacher contract days of the delivery receipt, the Assistant Superintendent for Human Resources and District Operations shall, in writing, render their decision. A copy of the decision shall be given to the Westside Education Association.

3. If the aggrieved person is not satisfied with the decision or if no decision is rendered within the allotted time, the aggrieved person may appeal directly to the Superintendent via written notice.
 4. In the event a dispute shall arise between the administration and the Westside Education Association with reference to the proper interpretation or application of the provisions of this Agreement and such dispute was not resolved by Steps 1-3, then such dispute shall, within thirty (30) days of the initial delivery receipt of the grievance on the request of either party, be submitted to the Board of Education. Within thirty (30) days, the Board of Education shall conduct a hearing on the grievance and shall render a decision thereon within ten (10) teacher contract days following the hearing. The grievant shall have the right to be represented at such hearing by a representative of the Westside Education Association. Written copies of the decision shall be sent to the grievant, superintendent of schools, principal of the grievant and to the local offices of the Westside Education Association.
- B. The aggrieved person shall have, at his/her request, the assistance of the Association at any step.

ARTICLE 16 DURATION OF AGREEMENT

This Agreement shall be in full force and effect during the 2023-2024 school year or 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 15th day of May, 2023.

WESTSIDE EDUCATION ASSOCIATION
NEGOTIATION REPRESENTATIVE:

Rebecca L Lowther

WESTSIDE BOARD OF EDUCATION
NEGOTIATION REPRESENTATIVE:

Meagan Van Gelder

RATIFIED:

Rebecca L Lowther

President of Westside Education Association

Meagan Van Gelder

President of Board of Education

EXHIBIT A

2023 - 2024

Increase in starting rate: 2.20%

H x V Score> Years	1X2 3.5	1x2 3.6	1X2 3.7	1X2 3.8	1X2 3.9	2x2 4.0	2x2 4.1	2x2 4.2	2x2 4.3	2x2 4.4	3x2 4.5	1x2 4.6	1x2 4.7	1x2 4.8	1x2 4.9	1x2 5.0
1	20.30	20.50	20.70	20.91	21.12	21.54	21.97	22.41	22.86	23.32	24.02	24.26	24.50	24.75	24.99	25.24
2	20.70	20.91	21.12	21.33	21.54	21.97	22.41	22.86	23.32	23.79	24.50	24.74	24.99	25.24	25.49	25.75
3	21.12	21.33	21.54	21.76	21.97	22.41	22.86	23.32	23.79	24.26	24.99	25.24	25.49	25.75	26.00	26.26
4	21.54	21.75	21.97	22.19	22.41	22.86	23.32	23.79	24.26	24.75	25.49	25.74	26.00	26.26	26.52	26.79
5	21.97	22.19	22.41	22.64	22.86	23.32	23.79	24.26	24.75	25.24	26.00	26.26	26.52	26.79	27.05	27.33
6	22.41	22.63	22.86	23.09	23.32	23.79	24.26	24.75	25.24	25.75	26.52	26.78	27.05	27.32	27.60	27.87
7	22.86	23.09	23.32	23.55	23.79	24.26	24.75	25.24	25.75	26.26	27.05	27.32	27.59	27.87	28.15	28.43
8	23.31	23.55	23.78	24.02	24.26	24.75	25.24	25.75	26.26	26.79	27.59	27.87	28.14	28.43	28.71	29.00
9	23.78	24.02	24.26	24.50	24.75	25.24	25.75	26.26	26.79	27.32	28.14	28.42	28.71	28.99	29.28	29.58
10	24.26	24.50	24.74	24.99	25.24	25.75	26.26	26.79	27.32	27.87	28.70	28.99	29.28	29.57	29.87	30.17
11	24.74	24.99	25.24	25.49	25.75	26.26	26.79	27.32	27.87	28.43	29.28	29.57	29.87	30.17	30.47	30.77
12	25.24	25.49	25.74	26.00	26.26	26.79	27.32	27.87	28.43	28.99	29.86	30.16	30.46	30.77	31.08	31.39
13	25.74	26.00	26.26	26.52	26.79	27.32	27.87	28.43	28.99	29.57	30.46	30.77	31.07	31.38	31.70	32.02
14	26.26	26.52	26.78	27.05	27.32	27.87	28.43	28.99	29.57	30.17	31.07	31.38	31.70	32.01	32.33	32.66
15	26.78	27.05	27.32	27.59	27.87	28.43	28.99	29.57	30.17	30.77	31.69	32.01	32.33	32.65	32.98	33.31
16	27.32	27.59	27.87	28.14	28.43	28.99	29.57	30.17	30.77	31.38	32.33	32.65	32.98	33.31	33.64	33.98
17	27.86	28.14	28.42	28.71	28.99	29.57	30.17	30.77	31.38	32.01	32.97	33.30	33.64	33.97	34.31	34.65
18	28.42	28.70	28.99	29.28	29.57	30.17	30.77	31.38	32.01	32.65	33.63	33.97	34.31	34.65	35.00	35.35
19	28.99	29.28	29.57	29.87	30.17	30.77	31.38	32.01	32.65	33.31	34.30	34.65	34.99	35.34	35.70	36.05
20	29.57	29.86	30.16	30.46	30.77	31.38	32.01	32.65	33.31	33.97	34.99	35.34	35.69	36.05	36.41	36.78
21	30.16	30.46	30.77	31.07	31.38	32.01	32.65	33.31	33.97	34.65	35.69	36.05	36.41	36.77	37.14	37.51
22	30.76	31.07	31.38	31.70	32.01	32.65	33.31	33.97	34.65	35.34	36.40	36.77	37.14	37.51	37.88	38.26
23	31.38	31.69	32.01	32.33	32.65	33.31	33.97	34.65	35.34	36.05	37.13	37.50	37.88	38.26	38.64	39.03
24	32.01	32.33	32.65	32.98	33.31	33.97	34.65	35.34	36.05	36.77	37.88	38.25	38.64	39.02	39.41	39.81
25	32.65	32.97	33.30	33.64	33.97	34.65	35.34	36.05	36.77	37.51	38.63	39.02	39.41	39.80	40.20	40.60
26	33.30	33.63	33.97	34.31	34.65	35.34	36.05	36.77	37.51	38.26	39.41	39.80	40.20	40.60	41.01	41.42
27	33.97	34.30	34.65	34.99	35.34	36.05	36.77	37.51	38.26	39.02	40.19	40.60	41.00	41.41	41.83	42.24
28	34.64	34.99	35.34	35.69	36.05	36.77	37.51	38.26	39.02	39.80	41.00	41.41	41.82	42.24	42.66	43.09
29	35.34	35.69	36.05	36.41	36.77	37.51	38.26	39.02	39.80	40.60	41.82	42.24	42.66	43.08	43.52	43.95
30	36.04	36.40	36.77	37.14	37.51	38.26	39.02	39.80	40.60	41.41	42.65	43.08	43.51	43.95	44.39	44.83

Note: Each column in the year 1 row increases by the first number in the H X V line. Each row increases by the second number.

The % increase is the increase in the starting hourly rate in the upper left hand corner.

Westside Sign Language Interpreters/Transliterators
Exhibit B

HEALTH INSURANCE

1. Coverage. The Board of Education shall make health and dental insurance available to Interpreter/Transliterators staff. Such coverage shall be equal to the coverage granted to certificated staff.
2. Premiums.
 - a. The Board of Education shall pay 100 percent of each Interpreter/Transliterators staff member's individual health and dental insurance premiums and 75 percent of dependent health insurance premiums.
 - b. Determinations regarding eligibility for coverage shall be in accordance with terms and conditions of the applicable insurance policies.
 - c. For employees hired on or after June 1, 2014: After a sign-language interpreter has completed ten years of consecutive service with the District, the Board of Education shall pay 100 percent of said staff member's family health premiums, and 100 percent of said staff member's individual dental premiums, provided said staff member qualifies for such coverage and meets the minimum participation requirements of the Wellness Program as outlined in section 3.
3. Wellness Program:
 - a. Minimum participation requirements for staff members eligible to receive full District paid family health insurance premiums. On the District-approved Wellness System, staff must complete:
 - i. Two challenges
 - ii. Assigned wellness survey
 - b. Minimum participation requirements must be completed by November 30th
 - c. If said staff member has not met the minimum participation requirements by November 30th, said staff member will be deducted 15% of the monthly health insurance premium cost associated with spouse/dependent coverage (the District will continue to pay the full premium amount for employee only). This deduction will occur through the following calendar year, January thru December.
 - d. The District and the District's agent(s) shall maintain the confidentiality of all private health information in accordance with applicable federal, state, and local laws. The District will not receive the results from any biometric screening test.