

1 **Classified Professional Work Agreement**

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5 **Between**
6 **Natrona County School Board of Trustees**
7 **Casper, Natrona County, Wyoming**

8
9 **AND**

10
11 **Natrona County Association of Educational**
12 **Support Staff**
13 **(NCAESS)**

14
15 **And**

16
17 **Service Employees Independent Organization**
18 **(SEIO)**

19
20 **2018-2019**

Classified Professionals Work Agreement
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PREAMBLE

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The Natrona County Association of Educational Support Staff (NCAESS), Service Employees Independent Organization (SEIO) and the Board of Trustees of Natrona County School District No. 1 (Board) agree to adopt this Employment Document. In adopting this document, the NCAESS, SEIO and the Board intend to establish a compact of trust that will govern their relationship during the term of this document. The Board, the NCAESS, and the SEIO wish to structure the District’s decision-making so as to assure that all major decisions impacting students are reached through a consensus of the Board, the NCAESS, SEIO, Natrona County Education Association (NCEA), Natrona County Association of School Executives (NCASE), Cabinet, other employee associations, parents, students and the community. The parties to this agreement recognize that the welfare of the children in the district is paramount in the operation of the schools in the District, and should always be promoted by the parties hereto, and that the Natrona County Association of Educational Support Staff and the Service Employees Independent Organization services required for the schools of the District are essential for the promotion of the welfare of the children.

Natrona County Association of Educational Support Staff and Service Employees Independent Organization classified professionals in the School District have the right to join, or not join, any organization dedicated to the promotion of their trade, skills and economic well-being.

105 The intent of this document is to:
106 Provide a procedure for the improvement of classified professional working conditions,
107 salary benefits and promote good communications and relationships among all parties
108 covered by the Compact.

109

110 NOW, THEREFORE IT IS HEREBY UNDERSTOOD AND AGREED: **All District**
111 **Classified Personnel are and remain “at will” employees. Nothing herein shall**
112 **change the classified employee’s “at will” employment status.**

113

114 **ASSOCIATION INFORMATION**

115 **ARTICLE 1 – GENERAL**

116

117 A. When any article or item in this contract is in conflict with any State or Federal
118 Law, only that article or item shall be declared void and the remainder of the
119 contract shall not be affected.

120 B. All District and board policies affecting NCAESS and SEIO classified
121 professionals will be made available to the NCAESS and SEIO president.

122

123 **ARTICLE 2 – RECOGNITION**

124

125 A. The NCAESS and the SEIO recognizes the members of the District’s Board of
126 Trustees as the elected representatives of the people residing in Natrona County
127 and as legal authority for this District.

128 B. The District shall recognize the NCAESS and SEIO as the classified
129 professional's exclusive representatives on the Compact Committees for the
130 purpose of coming to consensus with respect to wages, hours, and other
131 conditions of employment of said NCAESS and SEIO classified professionals.

132

133 **ARTICLE 3 – COMPACT ISSUES COMMITTEE**

134

135 A. The purpose of the Compact Issues Committee is to monitor, amend, and/or
136 clarify the compact, formulate policy, and resolve issues. The Committee shall
137 meet annually to deal with all employee salary/benefit issues.

138 B. These annual meetings shall take place following the legislative session beginning
139 as soon as feasible after the District receives an estimate of general fund revenues
140 for the next school year.

141 C. The members of this Committee shall be recognized as the authorized agents for
142 their constituents, and the decisions of the committee shall be binding on all
143 participants.

144

145 **ARTICLE 4 – NO STRIKE**

146

147 No strike, speech, writing, press release, or other concerted activity, derogatory to the
148 NCAESS, SEIO, School Administration, Board or their members relative to a dispute in
149 question shall be taken by any party or their agents during the CIC process.

150

151 **ARTICLE 5 – ASSOCIATION RELEASE TIME**

152

153 One or more officers of NCAESS or SEIO may be given reasonable time off, with pay, to
154 attend any NCAESS or SEIO business meeting. Prior notice shall be given the Associate
155 Superintendent for Human Resources concerning needed time off.

156

157 **ARTICLE 6 – USE OF SCHOOL FACILITIES**

158

159 The NCAESS and SEIO shall have the right to use school buildings without cost
160 provided such use is at reasonable times. Requests for such use shall be made to the
161 principal in a reasonable time in advance of the desired time of use.

162

163

164

165 **ARTICLE 7 – WORKING CONDITIONS**

166

167 A. Meals and Break Periods: Employers do not have to consider meal periods as
168 working time if the classified professional is relieved of all duties and
169 responsibilities. Generally, the meal period must be at least 30 minutes long to be
170 considered non-work time. The employer does not have to allow the classified
171 professional to leave the employer’s premises, so long as the classified
172 professional is free to pursue personal interests rather than working during the
173 meal period.

174 B. Rest periods or coffee breaks, however, which are generally shorter than the meal
175 periods, must be paid for as work time. Such breaks are not required under the
176 Fair Labor Standards Act (FLSA), and Wyoming does not have a state law that
177 requires breaks.

178

179 **ARTICLE 8 – SAFETY**

180

181 The NCAESS/SEIO and the District recognize the need for safety equipment and the
182 District agrees to provide for all necessary equipment sufficient to meet Federal and State
183 laws in this regard.

184

185

186

187

188 **ARTICLE 9 – REASSIGNMENTS - ALL CLASSIFIED PROFESSIONALS**

189

190 When a classified professional is being reassigned (a significant job change) by the
191 principal or supervisor, he/she may request a meeting with the principal or supervisor in
192 order to clarify the reasons for the reassignment. If the classified professional still
193 objects to the reassignment after this meeting, the classified professional may request a
194 conference with the superintendent or designee with a representative present.

195

196 **ARTICLE 10 – SUBSTITUTION**

197
198
199

Non-Exempt Classified Pay Practices Outside Regular Assignment

The Work	How to Pay
Classified Substitute as the primary active assignment job code	1st step of the salary schedule of the job code they are subbing in
More hours at the same job code	Same hourly rate for that job code
Doing a different job code during their regularly assigned work day	Regular hourly rate of pay
Do a different job code outside their regularly assigned work day	1 st step of the job code they are covering
If a person substitutes in a higher classified job code for more than 20 days	On the 21 st consecutive workday the classified professional will receive the higher rate of pay of the job code they are subbing in as per the work agreement

200
201

Clarifying Statement:

202 Non-exempt classified professionals doing the work of an exempt classified professional
203 would receive their regular rate of pay with overtime as defined by FLSA (Fair Labor
204 Standards Act).

205 **ARTICLE 11 – CLASSIFIED PROFESSIONAL PROTECTION**

206

207 A. If classified professionals are physically or verbally assaulted in connection with
208 their employment they shall report the incident to their principal or immediate
209 supervisor. Incidents will be investigated with appropriate consequences applied.
210 When deemed necessary by classified professionals or the principal, a follow-up
211 written report will be submitted.

212 B. The principal or designee will contact the police for classified professionals if
213 they are incapacitated as a result of an assault and submit a report of the incident
214 to the Associate Superintendent for Human Resources.

215 C. All such reports shall be forwarded to the Associate Superintendent for Human
216 Resources who will then forward them to the Board and Risk Manager. The
217 Associate Superintendent for Human Resources shall comply with any reasonable
218 request from employees for information in his/her possession relating to the
219 incident or the person(s) involved. The Associate Superintendent for Human
220 Resources will provide reasonable assistance to classified professionals, the
221 police, and the courts, as permitted by law.

222 D. When an incident occurs that involves classified professional's future liability or
223 security or that of the District, the principal or supervisor will initiate a report
224 summarizing this incident. This report will be signed by the involved person(s)
225 and the principal or supervisor within one week of its occurrence. A copy of this
226 report will be placed in their formal personnel file.

227

228 **ARTICLE 12 - PROBATION**

229

230 The probationary period for new classified professionals will be for the first year of
231 employment. Classified professionals changing positions will also be on probation for
232 one year. Classified professionals will advance by step on the salary schedule according
233 to District protocol for all classified professionals. There will be an evaluation by the
234 administration of all probationary classified professionals covered under the terms of this

235 agreement. The classified professional will be given assistance to correct deficiencies. A
236 probationary classified professional must be performing satisfactorily in all areas when
237 he/she is evaluated or he/she may be terminated. The District and NCAESS/SEIO agree
238 that on-the-job training with supervision is essential for all classified professionals during
239 the probationary period. **The continuation of employment after completion of a**
240 **probationary period should not in any way be interpreted to mean that the school**
241 **district has contracted to offer the classified professional lifetime employment or**
242 **employment for any specified term. Completion of the probationary period does**
243 **not confer upon any classified professional a contract of employment for any**
244 **specified period of time.** Retention of a classified professional after the probationary
245 period shall mean only that the classified professional has during the probationary period
246 met minimum performance expectations set by his or her supervisor or department.
247 **All District Classified Personnel are and remain “at will” employees. Nothing**
248 **herein shall change the classified employee’s “at will” employment status.**

249
250

251 **ARTICLE 13 – PROMOTIONS**

252

253 Promotions will be made on the basis of overall job performance and other relevant
254 factors, including but not limited to, experience with the Natrona County School District
255 # 1, other skills and qualifications and proper certifications and licenses if required. The
256 certification and licensing shall be current upon application. If requested in writing, a
257 classified professional passed over for promotions shall receive a report setting forth the

258 reasons for non-promotions to enable the classified professional to correct any deficiency
259 in the future. A transfer can be made to the same or lesser-rated job through a voluntary
260 process by application, and on the basis of the job related factors set forth above, and
261 overall job performance considered, for the opening or by an involuntary process for
262 good and sufficient reason. In case of transfer, the supervisor filling the position will
263 have final say of selection.

264

265 It is recognized that classified professionals represented by this agreement should have
266 the opportunity to apply for supervisory and/or apprentice of crafts positions within the
267 District. Seniority does not have to be considered for those vacancies.

268

269 Seniority for promotions and pay purposes shall be computed at 2080 regular work hours
270 per year. (See Article 14, Transfer and Experience Credit).

271

272

273 **ARTICLE 14 – TRANSFERS AND EXPERIENCE CREDIT – ALL CLASSIFIED**
274 **PROFESSIONALS**

275

276 A. The difference between the base salaries will be added to or subtracted from the
277 current salary. If moving to a higher range, the classified professional would
278 move to the next higher rate of pay. If moving to a lower range the classified
279 professional would move equal to or less than the next lower rate of pay.

280 B. Local experience credit: If a classified professional resigns and is reemployed by
281 the District within three (3) years in the same job code, they will be placed on the
282 closest rate of pay but no more than the rate at which they left. If a classified
283 professional is hired in a new job code, the standard transfer calculation will
284 apply. Classified professionals who are reemployed will begin with first year
285 benefits.

286 C. Out of District experience: All new classified professionals will start at step one
287 unless, due to market, credit needs to be given for experience. This credit will be
288 given after substantial rationale and with the organization's knowledge, but not
289 necessarily agreement.

290 D. When hiring from outside Natrona County School District, if the classified
291 professional has comparable experience upon hire, they may be placed on a step
292 higher than the base step. The years of experience credit will not exceed 15 years.

293

294

295

296 E. The formula is as follows:

4 - 6 years	Step two
7 - 10 years	Step three
11 - 15 years	Step four

297

298 Exceptions to the above regulations may be made by the Associate

299 Superintendent of Human Resources.

300

301 **ARTICLE 15 – VACANCIES, FILLING OF:**

302

303 A. Vacancies to be filled by classified professionals represented by this contract will
304 be posted so that NCAESS/SEIO classified professionals can become aware of
305 the posting, which will contain a description, shift, and salary. Vacancies will be
306 posted on the NCSD web page.

307 B. If a job opening (1) occurs, is filled, and another job opening (2) is available a few
308 weeks later, in the same rank, the person who acquired job opening # 1 should not
309 be allowed to apply for job opening # 2, unless six (6) months or more have
310 elapsed between the opening, unless there are unusual circumstances as
311 determined by central administration. However, if a position comes open that will
312 result in a higher position than job opening # 1, the person who had applied for
313 position # 1 would be allowed to apply for the higher or full-time position no
314 matter how long he/she had been in his/her present position.

315

316 **ARTICLE 16 - COMPENSATION AND BENEFITS**

317

318 **National Board Certification**

319 Natrona County School District believes that classified professionals, who demonstrate a
320 commitment to exceed requirements of employment by voluntarily completing and
321 maintaining a rigorous national certification in their professional field, bring extra value
322 to the district.

323

324 Guidelines implementing recognition and financial incentives for National Board

325 Certification will be in alignment with board policy and administrative regulations.

326

327 **ARTICLE 17 – ANNUAL LEAVE/VACATION ALL CLASSIFIED**

328 **PROFESSIONALS**

329

330 A. Annual leave for a 260-day classified professional shall be accrued monthly
331 according to the following schedule.

Term of Employment	Annual leave credited
Months of service	Each Month In hours
1 to 48	6.6667
49 to 120	10
121 to 168	10.664
169 to 228	12
Greater than 228	13.336

332 B. Computation of Annual Leave: Part-time classified professionals who take a full-
333 time position will receive credit for their part-time contracted work experience in
334 the District. Temporary employment will not be included. Incoming credit will
335 be given at the ratio of one (1) day for every five (5) years of full-time credit.

336

337 Full-time credit is to determine the incoming number of days and the factor at
338 which annual leave will be earned. Classified professionals will start to earn

339 annual leave the first (1st) month of full-time employment. The following pro-
340 rated formula will be used in determining the yearly ratio:

341 (No. of Hours Worked/day x No. of Hours/week) x No. of Weeks Worked/2080
342 (full-time) = Ratio to Full-time.

343

344 Example: Classified professional has worked six (6) hours per day for thirty six
345 (36) weeks for five (5) years as a part-time classified professional and now takes a
346 full-time position.

347

348 $(6 \times 5) \times 36 / (8 \times 5) \times 52 = .519 \times 5 \text{ years} = 2.595$ (2.6 years credit on Annual
349 Leave Schedule).

350

351 $2.595 \times 12 \text{ months/year} = 31 \text{ months of service.}$

352 Note: Assumption that the yearly contracted hours and days were the same for all
353 five (5) years being pro-rated.

354

355 Annual leave is accrued monthly and is available for use following the payroll
356 period in which it is accrued.

357

358 A new classified professional will receive a full month accrual of leave benefits if
359 he/she starts work before the 16th of the month. When the start date is after the
360 16th of the month, a half month accrual of leave benefits will be accrued.

361

362 Leave benefits are accrued in relation to the classified professional's benefited
363 hours and days. Leave is available for use only during regular agreement
364 benefited days.

365 C. Classified professionals earning annual leave days may accumulate over a period
366 of years up to a maximum of thirty (30) days as of July 1 each year. All annual
367 leave in excess of 30 days as of July 1 each year will be forfeited.

368 Accumulated days may be taken consecutively if approval to do so is acquired
369 through normal procedures. Reasonable advance notice shall be given to take
370 more than fifteen (15) consecutive days of vacation, in order to secure a
371 replacement for the duties to be performed.

372 1. Classified professionals are encouraged to utilize their full annual leave
373 due to the positive effects on the well being of a classified professional's
374 mental and physical health.

375 2. Exceptions to this clause may be appealed to the Human Resources
376 Department in the event of extenuating circumstances. The appeal must
377 include the recommendation of the classified professional's immediate
378 supervisor.

379 D. Unused annual leave days will be reimbursed at the classified professional's
380 present rate of pay when employment is severed with NCS#1.

381 E. Classified professionals transferring from a position with annual leave to a
382 position that has no annual leave will be paid for unused annual leave at the rate
383 of pay of the exiting position.

384

- 408 spouse, family or split contracts. If the monthly premium for an employee's
409 elected insurance benefits is less than the amount the State contributes, the
410 balance remaining is retained by EGI.
- 411 C. If the monthly premium for the employee's election of coverage options exceeds
412 the amount established and appropriated by the legislature, the employee will be
413 responsible for the balance owed. The amount of monthly contribution to be
414 made by employees enrolled in the group insurance plan for themselves and their
415 dependents shall be deducted by NCSD from the employees' monthly salaries and
416 remitted to Wyoming Employees' Group Insurance Department.
- 417 D. In the event of reduction in state insurance benefits as established October 1,
418 2010, CIC will re-evaluate the group insurance benefit.
- 419 E. No employer contribution is provided for voluntary products.

420

421

422

423 **ARTICLE 21 – OVERTIME PAY**

424

- 425 A. Overtime will be paid to all classified professionals in accordance with the Fair
426 Labor Standards Act.
- 427 B. No compensatory hours will be allowed. Trade time will be allowed if taken
428 within the same week (Saturday through Friday).

429

430 **ARTICLE 22 – PROJECT BASED ASSIGNMENTS FOR EXEMPT CLASSIFIED**
431 **PROFESSIONALS**

432

433 Exempt classified professionals working excessive hours for prolonged periods of
434 time shall be addressed in the following manner:

435 Tier one:

436 Educate administrators, supervisors and exempt classified professionals regarding
437 the procedures and protocols associated with being an exempt classified
438 professional. This will provide administrators, supervisors and classified
439 professionals a common understanding of school and District work expectations.

440 It will also assist in giving classified professionals processes in appropriately
441 navigating their work.

442 Tier two:

443 Exempt classified professionals are asked to work with supervisors and/or
444 administrators to come to a common understanding and agreement in completing
445 assigned work without it becoming excessive for the classified professional.

446 Tier Three:

447 In the event that issues were not resolved at tier two, Human Resources would
448 establish procedures which might include but are not limited to, looking at
449 compensatory time, schedule allowing rotation, a pool of non-exempt classified
450 professionals to work overtime, tracking of time, project stipend, staffing or work
451 review.

452

453 **ARTICLE 23 – SICK LEAVE - ALL CLASSIFIED PROFESSIONALS**

454

455 A. Sick leave will be accrued monthly according to the following schedule:

Days Worked Per Year	Sick Leave Accrued
260	12 days leave
188, 200, 220	10 days leave
175	9 days leave

456

457 B. Requested personal or family sick leave will be applied against the classified
458 professional's benefits in the following order:

- 459 1. Accumulated personal sick leave
- 460 2. All benefits will be exhausted prior to use of unpaid leave. Unpaid
461 leave is calculated on classified professional's daily rate of pay and
462 deducted from the classified professional's paycheck. If sick leave
463 benefits are exhausted refer to Article 16, section C.

464

465 C. Procedures:

- 466 1. Unused sick days will be credited to the classified professional with
467 unlimited accumulation.
- 468 2. All FTE days accumulated above 50 days shall be reimbursed at \$40.00
469 per day when a classified professional retires or leaves the district.
- 470 3. Unused personal days will be added to a classified professional's sick
471 leave accumulation.

- 472 4. After an absence of five (5) days, or a pattern of absenteeism suggesting
473 abuse is established, the Associate Superintendent of Human Resources or
474 his/her designee may require a certificate from a licensed physician stating
475 the absence was necessary due to personal illness and Associate
476 Superintendent for Human Resources may require such a certificate for all
477 absences through the end of the year.
- 478 5. Falsification of sick leave records will lead to disciplinary action that may
479 include but not limited to suspension, termination, and/or dismissal.
- 480 6. A classified professional leaving his/her duties during a day will be
481 charged time to the nearest quarter hour.
- 482 7. A classified professional may use personal sick leave days to care for
483 family members who are ill.
- 484 8. Sick leave and worker's compensation: A classified professional eligible
485 for worker's compensation may choose between sick leave benefits or
486 worker's compensation benefits. Classified professionals cannot receive
487 both benefits simultaneously.
- 488 9. Classified professionals who are eligible must apply on or before the 90th
489 calendar day of absence. Leave benefits will be paid if available, through
490 the 90th calendar day. No benefits will be paid after the 90th calendar day,
491 unless long-term disability is denied. Eligibility and approval of long-
492 term disability is subject to the long term disability policy.

493 D. Sick Leave Bank:

494 The bank may be drawn upon by application to the Associate Superintendent of
495 Human Resources/designee. The sick leave bank days may be requested only
496 for the classified professional's personal illness. The classified professional
497 must use his/her personal day of leave (if available) and a maximum of 5 days
498 of annual leave for the illness before requesting from the sick bank. A certificate
499 from a licensed physician is required. Classified professionals will not be
500 granted more than 30 days from the sick bank in any fiscal year.

501 E. Donated Sick Time

502 1. A classified professional who has used all of his or her personal leave and
503 needs additional days due to a catastrophic condition suffered by a spouse or
504 dependent child may apply for catastrophic leave.

505 2. The classified professional must apply with the Associate Superintendent for
506 Human Resources/designee to receive the voluntary donation of sick days
507 from other classified professionals. Up to thirty (30) days may be requested
508 in a twelve-month period.

509 3. Classified professionals may voluntarily donate unused sick leave provided
510 they maintain more than fifty (50) sick days after any donation. Classified
511 professionals must notify the Associate Superintendent for Human
512 Resources/designee in writing of the request to donate days to a specific
513 classified professional. Classified professionals may donate an annual
514 maximum of five sick days.

515

516 **ARTICLE 24 – TEMPORARY LEAVES OF ABSENCE**

517

518 A. Personal Day of Leave: Classified professionals shall be granted personal leave
519 in hours equivalent to 1 full contract day based on the first active contract of each
520 fiscal year. Unused days will accumulate up to a maximum of five (5) days. If
521 more than five (5) days are accrued by June 30th, the additional day will convert
522 to sick leave on July 1st. Personal leave will not be used for other employment.
523 Application for leaves of absence under this article should be submitted in writing
524 as far in advance as possible to the principal or supervisor for clearance, and must
525 be submitted at least 24 hours before taking such leave except in the case of
526 emergencies. Classified professionals starting after December 31 will receive
527 personal leave hours equivalent to one half contract day for that year.

528

529 Classified professionals who have accrued 60+ sick-leave days may exchange and
530 use one sick leave day per year for one additional personal day of leave. This
531 applies to those classified professionals who maintain more than 60 days of
532 accrued sick leave.

533 B. Death and Bereavement Leave: A classified professional will have up to five
534 days per year of pay to attend funerals or attend to transactions related to the
535 death of family members, close family friends, and relatives. Exceptions to this
536 item must be approved by the Associate Superintendent of Human Resources or
537 his/her designee. This will be prorated based on the new employee's start date.
538 Unused bereavement leave does not carry over from one year to the next.

539 C. Military Leave: Notice of military leave and orders must be given to the
540 classified professional's immediate supervisor as soon as they are available to the
541 classified professional. The supervisor will forward this notice to the department
542 head who will forward the information to the Associate Superintendent for
543 Human Resources.

544 D. Jury Duty or Court-directed Witness: Time necessary for appearance in any legal
545 proceedings connected with the classified professional's employment with the
546 school system will be granted without loss of pay. Time off for non-district
547 related legal proceedings may be granted. The classified professional may use
548 personal, annual or unpaid leave if other leave is exhausted. Full-time pay may be
549 granted with the Associate Superintendent for leaves for legal proceedings in
550 which the classified professional is subpoenaed. Classified professionals called
551 for jury duty shall continue to receive District salary, but will return all jury
552 stipends to the District. Classified professionals who receive a stipend for being a
553 witness during school time shall return all such stipends to the District.

554 E. Unauthorized Absences: A classified professional will not be paid for an
555 unauthorized absence and will be subject to disciplinary action.

556

557 **ARTICLE 25 – EVALUATIONS - ALL CLASSIFIED PROFESSIONALS**

558

559 A. All classified professionals shall be evaluated annually on the District approved
560 Classified Professional Evaluation form. The evaluations shall be conducted by

561 the building administrator or the immediate supervisor. All evaluations will be
562 permanently filed in the District Personnel Office.

563 B. A classified professional receiving an unfavorable evaluation may request the
564 reasons in writing and a follow-up conference with the administrator or
565 immediate supervisor and request an NCAESS/SEIO representative to be in
566 attendance with the classified professional. Such requests will be made within ten
567 (10) days after receiving the evaluation.

568 C. If a classified professional is marked as “needs improvement” in any area of
569 his/her evaluation as of June 1 of each calendar year, the classified professional
570 may not move on the salary structure. If the classified professional is at the top of
571 the schedule, the classified professional would not qualify for any one-time
572 payment.

573 Human Resources will notify the classified professional in writing that the
574 classified professional does not qualify for movement on the salary schedule. The
575 letter will be placed in the personnel file. Status is in effect for the full fiscal year
576 (July 1 – June 30).

577

578 **ARTICLE 26 – GRIEVANCE PROCEDURE**

579

580 A. Definitions:

581 1. Complainant(s): is the person(s) asserting a grievance.

582 2. Respondent(s): is the person(s) against whom the grievance is filed.

- 583 3. Grievance: is an alleged violation, misinterpretation, or alleged
584 misapplication of a specific article or section of the Work Agreement.
585 The term “grievance” shall not apply to any matter as to which the method
586 or review is prescribed by law.
- 587 a. The grievance shall be in writing and shall include the
588 Respondent and Complainant(s) name, position, the date of the
589 alleged violation and date of filing.
 - 590 b. The grievance shall indicate the specific article and section of the
591 Classified Professional Work Agreement (CPWA) allegedly
592 violated, allegedly misinterpreted, or allegedly misapplied.
 - 593 c. The grievance shall indicate the specific reasons why the
594 Complainant(s) thought an article or section was allegedly
595 violated, allegedly misinterpreted, or allegedly misapplied.
 - 596 d. The grievance shall suggest a solution being sought.
 - 597 e. The grievance shall be signed personally by the Complainant(s).
- 598 4. Days: Days shall mean working days exclusive of Saturday, Sunday, or
599 official holidays. In computing any period of time prescribed by these
600 rules the day of the act or decision from which the designated period of
601 time begins to run shall not be included. The last day of the period so
602 computed shall be included.
- 603 5. Board: The Board of Trustees
- 604 6. Superintendent: The superintendent and/or his/her designated
605 representative.

606 7. Appropriate level for filing: There shall be three and only three levels for
607 filing. They shall be (1) the building principal and/or other administrators
608 on the administrative salary schedule, (2) the superintendent and/or
609 assistants, and (3) the Board of Trustees. The appropriate level for filing
610 is that level which corresponds to the person who made the decision(s)
611 that generated the grievance.

612 **8. At Will Employment: All District Classified Personnel are and**
613 **remain “at will” employees who may leave the District’s employment**
614 **at any time or who may be released from the District’s employment at**
615 **any time, with or without cause. Nothing herein shall change the**
616 **classified employee’s “at will” employment status.**

617 B. Elements of the Grievance Procedure

618 1. After the initial filing of the grievance, no new items, facts, issues, or
619 allegations shall be officially permissible. Should any of these items,
620 facts, issues, or allegations be introduced after the initial filing, the
621 grievance shall be referred back to the original starting point, and the
622 procedure resubmitted.

623 2. The Complainant(s) and the Respondent(s) have the right to have one (1)
624 representative accompany them at any level. No limitation shall be placed
625 on the function of said representative other than those limitations placed
626 on all other parties of the grievance.

- 627 a. The Complainant(s) may be represented by anyone he/she may
628 designate, except a higher official who may eventually be
629 involved in the grievance.
- 630 b. The Respondent(s) may be represented by anyone he/she may
631 designate, except a higher official who may eventually be
632 involved in the grievance.
- 633 3. The time limits indicated at each step shall be considered to be the
634 maximum.
- 635 4. The time limits may be waived by mutual consent of both parties. The
636 waiver shall not apply to the ten (10) days allowed for initial filing of the
637 grievance.
- 638 5. Should a grievance be filed which might not be resolved at level three (3)
639 prior to the end of the school year, the time limits set forth herein may be
640 reduced by the Associate Superintendent of Human Resources or
641 designee, so that the grievance shall be resolved by the end of the school
642 year or as soon thereafter as practicable.
- 643 6. If the grievance is not processed to the subsequent step within the specific
644 time limits the grievance shall be considered to have been resolved on the
645 basis of the administration's last decision.
- 646 7. During the grievance procedure, the Complainant(s) shall abide by the
647 decision of the Respondent(s) until the grievance is resolved. No reprisal
648 or coercive action shall be taken by the Respondent(s), the

649 Complainant(s), or any classified professional against any person involved
650 in the grievance.

651 C. Procedural Steps

652 1. Informal discussion: Individuals are encouraged to discuss problems on
653 an informal basis with their principal. Either party to any informal
654 discussion may request written documentation of such a meeting at the
655 conclusion of the meeting. Such a discussion does not constitute a level in
656 the procedure. Either party may request the Interest-Based Agreement
657 Process facilitation and problem solving process to assist in the resolution
658 at the informal level. This shall be requested in writing before the tenth
659 contract day when the Complainant(s) knew or should have known of the
660 situation that generated the problem. This request will suspend the time
661 line related to the grievance process. If resolution is not satisfactory to
662 both parties, the clock starts again at the conclusion of the Interest-Based
663 Agreement Process.

664 2. LEVEL ONE: The Complainant(s) will file the grievance with the
665 Respondent(s) at the appropriate level on or before the tenth (10th) work
666 day from when the Complainant(s) knew or should have known of the
667 situation which generated the grievance. At the time of the filing, the
668 Complainant(s) and the Respondent(s) shall make arrangements for a
669 conference to discuss the grievance. This conference shall be held on or
670 before the fifth (5th) contract day from the filing date. During this
671 conference, the Complainant(s) and the Respondent(s) will discuss the

672 grievance with the objective of resolving the grievance. The
673 Respondent(s) has five (5) contract days from the day of the conference to
674 render a written decision to the Complainant(s).

675 3. LEVEL TWO: Should the grievance not be resolved at level one, the
676 Complainant(s) may file an appeal at the Superintendent level with a copy
677 to the Respondent(s). Complainant shall identify each basis for objection
678 to the Respondent's decision. Filing shall take place on or before the fifth
679 (5th) contract day after receipt of the written report from the previous level.

680

681 The Complainant(s) and the Respondent(s), within five (5) school days of the appeal
682 being filed, shall submit statements, in writing, containing evidence and facts pertaining
683 to the grievance. Statements and documents shall be submitted to the Superintendent or
684 designee.

685

686 On or before the fifth (5th) contract day after the date of the last submitted statement the
687 superintendent or designee shall meet with the Complainant(s) and the Respondent(s)
688 with the objective of discussing the grievance and obtaining the viewpoint of the
689 Complainant(s) and the Respondent(s).

690

691 On or before the fifth (5th) contract day after the termination of the meeting described
692 immediately above, the superintendent or designee shall issue a written decision to the
693 Complainant and Respondent.

694

695 4. LEVEL THREE: Should the decision in level two be unsatisfactory to the
696 Complainant(s), the Complainant(s) may file an appeal to the Board.
697 Filing shall take place on or before the fifth (5th) work day after the receipt
698 of the decision from level two. The appeal shall be written and shall be
699 filed with the superintendent who will inform the chair of the Board and
700 the other party that an appeal has been filed.

701

702 The Board, at the next regularly or special scheduled Board meeting and during executive
703 session, will hear the evidence. Both parties shall be entitled to be present. The
704 Complainant(s), the Respondent(s), and the Board may mutually agree to a decision at
705 this executive session. In the event that no decision is reached, the Board shall issue a
706 written decision no later than the next regularly scheduled meeting.

707

708 A written decision shall be sent to the Complainant(s), the Respondent(s) and the
709 President of the NCAESS or SEIO (as appropriate).

710

711 **ARTICLE 27 – DUE PROCESS AND CORRECTIVE ACTION**

712

713

714 The purpose of this article is to assist the employer and employee in understanding the
715 employee’s due process rights, correcting poor job performance and improper conduct,
716 and advising the employee of the potential consequences for poor performance and/or
717 conduct. NCS D is an “at-will” employer; classified employees may be discharged at any
718 time with or without cause. However, the following are general NCS D guidelines for
719 corrective employment action. It is the responsibility of the employee to be familiar with

720 and comply with all policies, rules and regulations.

721

722 **DUE PROCESS**

723 In the event a material allegation or report of unsatisfactory performance and/or
724 unacceptable conduct is made against an employee, the employee has the right to be told
725 the nature and sufficient details of the allegation so that the employee may explain his/her
726 side of the story. The employee shall also be given the opportunity to present
727 exculpatory evidence (such as documents, emails, text messages, etc.) to inquiring
728 supervisory or administrative personnel, and to provide the names of witnesses whom the
729 employee believes may provide exculpatory information.

730

731 **CORRECTIVE ACTION**

732 1. Each employee is entitled to a copy of NCS D job description, which he may request at
733 any time. Additional details of job expectations may be provided and/or discussed during
734 the employee's orientation and as needed throughout his/her employment.

735

736 2. An employee who has questions concerning job expectations should seek clarification
737 from his/her supervisor.

738

739 3. An NCS D classified employee may receive corrective direction through, *but not*
740 *limited to*, the following: verbal or written counselings; verbal or written warnings;
741 performance improvement or other plans; evaluations; evaluation amendments; testing;
742 suspension without pay; mandatory education; and/or discharge. These may include, *but*

743 *are not limited to*, one or more of the following (while supervisory personnel may, in
744 certain circumstances, utilize increasingly serious warnings, there is no guarantee that
745 corrective action will be linear, “progressive” or repeated.):

746 a. Notice: A supervisor verbally counsels an employee about an issue of concern,
747 and a written record of the discussion is made by the supervisor. The employee
748 may receive or request a copy of the written record. Depending on the seriousness
749 of the infraction and other considerations, employees should recognize that
750 another infraction or other unacceptable behavior may result in corrective action
751 up to and including discharge.

752 b. Written Warning: Written warnings are used for behaviors or violations that a
753 supervisor considers serious, or in situations when a verbal warning has not
754 helped change unacceptable behavior. Written warnings are placed in an
755 employee’s personnel file. The employee should receive a copy of the written
756 warning. The employee may be asked to sign a copy of this document attesting to
757 their receipt and understanding of the corrective action or warning, but does not
758 constitute agreement. Employees should recognize that another infraction or other
759 unacceptable behavior is likely to result in discharge.

760 c. Suspension Without Pay: There may be performance, conduct or safety
761 concerns which warrant temporary removal of the employee from the workplace.
762 Suspensions without pay may be part of a corrective action response to serious or
763 continuing unsatisfactory behavior. An employee may be suspended without pay
764 in full-day increments consistent with federal, state and local wage-and-hour
765 employment laws. Nonexempt/hourly employees may not substitute or use an

766 accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair
767 Labor Standards Act (FLSA) compliance issues, unpaid suspension of
768 salaried/exempt employees is reserved for serious workplace safety or conduct
769 issues. All suspension recommendations are reviewed by Human Resources prior
770 to implementation. Suspensions are documented and placed in the employee's
771 personnel file. The employee should receive a copy of the suspension notice. The
772 employee may be asked to sign a copy of this document attesting to their receipt
773 and understanding of the corrective action or warning, but it does not constitute
774 agreement. Employees should recognize that another infraction or other
775 unacceptable behavior is very likely to result in discharge.

776 d. Performance Improvement Plan (PIP): Performance Improvement Plans may be
777 utilized, in lieu of discharge, when the employee has demonstrated repeated
778 and/or serious performance or conduct issues. The PIP provides the employee
779 with an opportunity to substantially improve his/her performance by establishing
780 and meeting goals within a period of time not exceeding 90 days unless otherwise
781 extended. Within this time period, the employee must demonstrate a willingness
782 and ability to meet and maintain the conduct and/or work requirements as
783 specified by the supervisor and the organization. The employee should be
784 provided with a copy of the plan. The employee may be asked to sign copies of
785 this document attesting to their receipt and understanding of the PIP goals and
786 expectations. At the end of the performance improvement period, the performance
787 improvement plan may be closed or, if established goals were not met, the
788 employee may be discharged.

789

790 4. The standard which is applied in determining whether an infraction has taken place or
791 an allegation is “substantiated” is whether the allegation is supported by a
792 “preponderance of the evidence” or has more likely than not occurred or failed to occur.

793

794

795 5. Dismissal: While dismissal of an NCSD classified employee may occur “at will,”
796 dismissal generally occurs only after reasonable efforts to correct an employee’s
797 unsatisfactory behavior have failed. Or, dismissal may occur without prior warning in
798 response to one or more serious performance or conduct infractions. Prior to dismissal,
799 Human Resources administrators will evaluate the employee’s performance history, prior
800 record, length of service and the seriousness of any past and present substantiated
801 allegations.

802

803 6. Performance and Conduct Issues Warranting Immediate Dismissal: Below are,
804 *including but not limited to*, behaviors which may result in immediate discharge.

- 805 a. Violation of Evaluation Standard 6 Professional Responsibilities.
- 806 b. Violation of Board Policy, Administrative Regulation, Standard Operating
807 Procedures, and/or Insubordination.
- 808 c. Alleged Illegal Behavior: Allegations of behavior that are or may be illegal may
809 be reported to local law enforcement. If the allegations are substantiated through a
810 workplace investigation, the employee may be terminated immediately. If illegal
811 behavior or allegations of illegal behavior outside the employment environment

812 are discovered, employment status will be considered on a case-by-case basis.

813

814 Amended date: April 16, 2018

815 Amended date: December 9, 2016

816 Amended date: January 22, 2016

817 Amended date: April 16, 2015

818 Amended date: May 13, 2014

819 Amended date: March 22, 2013

820 Amended date: April 30, 2012