

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 **2017-2018**

**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 Committee's 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 In 2003 the Compact Issues Committee agreed that the Natrona County Association of  
154 Educational Support Staff and the Service Employees Independent Organization would  
155 each receive .7 full time equivalency of a classified professional. This .7 FTE may be  
156 used to release the president and/or other classified professionals at the discretion of the  
157 NCAESS and the SEIO Executive Boards. If requesting release time, the president shall  
158 identify the mutual goals which will be pursued for the common good. Should the  
159 NCAESS or SEIO choose not to use their entire .7 FTE to pay for the release of classified  
160 professionals, the equivalent money can be used for other NCAESS or SEIO needs such  
161 as professional development for members. One or more officers of NCAESS or SEIO  
162 may be given reasonable time off, with pay, to attend any NCAESS or SEIO business  
163 meeting. Prior notice shall be given the Associate Superintendent for Human Resources  
164 concerning needed time off.

165

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

167

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

171

172

173

174 **ARTICLE 7 – WORKING CONDITIONS**

175

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

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

187

188 **ARTICLE 8 – SAFETY**

189

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

193

194

195

196

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

198

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

204

205 **ARTICLE 10 – SUBSTITUTION**

206

207 **Non-Exempt Classified Pay Practices Outside Regular Assignment**

208

<b>The Work</b>	<b>How to Pay</b>
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 <sup>st</sup> 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 <sup>st</sup> 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.

209

210 Clarifying Statement:

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



214 **ARTICLE 11 – CLASSIFIED PROFESSIONAL PROTECTION**

215

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

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

224 C. All such written reports shall be forwarded to the Associate Superintendent for  
225 Human Resources who will then forward them to the Board and Risk Manager.  
226 The Associate Superintendent for Human Resources shall comply with any  
227 reasonable request from employees for information in his/her possession relating  
228 to the incident or the person(s) involved. The Associate Superintendent for  
229 Human Resources will provide reasonable assistance to classified professionals,  
230 the police, and the courts, as permitted by law.

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

236

237 **ARTICLE 12 - PROBATION**

238

239 The probationary period for new classified professionals will be for the first year of  
240 employment. Classified professionals changing positions will also be on probation for  
241 one year. Classified professionals will advance by step on the salary schedule according  
242 to district policy for all classified professionals. There will be an evaluation by the  
243 administration of all probationary classified professionals covered under the terms of this  
244 agreement. The classified professional will be given assistance to correct deficiencies. A  
245 probationary classified professional must be performing satisfactorily in all areas when  
246 he/she is evaluated or he/she may be terminated. The District and NCAESS/SEIO agree  
247 that on-the-job training with supervision is essential for all classified professionals during  
248 the probationary period. **The continuation of employment after completion of a**  
249 **probationary period should not in any way be interpreted to mean that the school**  
250 **district has contracted to offer the classified professional lifetime employment or**  
251 **employment for any specified term. Completion of the probationary period does**  
252 **not confer upon any classified professional a contract of employment for any**  
253 **specified period of time.** Retention of a classified professional after the probationary  
254 period shall mean only that the classified professional has during the probationary period  
255 met minimum performance expectations set by his or her supervisor or department.  
256 **All District Classified Personnel are and remain “at will” employees. Nothing**  
257 **herein shall change the classified employee’s “at will” employment status.**

258

259

260 **ARTICLE 13 – PROMOTIONS**

261

262 Promotions will be made on the basis of overall job performance and other relevant  
263 factors, including but not limited to, experience with the Natrona County School District  
264 # 1, other skills and qualifications and proper certifications and licenses if required. The  
265 certification and licensing shall be current upon application. If requested in writing, a  
266 classified professional passed over for promotions shall receive a report setting forth the  
267 reasons for non-promotions to enable the classified professional to correct any deficiency  
268 in the future. A transfer can be made to the same or lesser-rated job through a voluntary  
269 process by application, and on the basis of the job related factors set forth above, and  
270 overall job performance considered, for the opening or by an involuntary process for  
271 good and sufficient reason. In case of transfer, the supervisor filling the position will  
272 have final say of selection.

273

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

277

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

280

281

282 **ARTICLE 14 – TRANSFERS AND EXPERIENCE CREDIT - ALL CLASSIFIED**  
283 **PROFESSIONALS**

284

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

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

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

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

302

303

304

305 E. The formula is as follows:

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

306

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

308 Superintendent of Human Resources.

309

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

311

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

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

324

325 **ARTICLE 16 - COMPENSATION AND BENEFITS**

326

327 **National Board Certification**

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

332

333 Guidelines implementing recognition and financial incentives for National Board  
334 Certification will be in alignment with board policy and administrative regulations.

335

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

337 **PROFESSIONALS**

338

339 A. Annual leave for a 260-day classified professional shall be accrued monthly  
340 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

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

345

346 Full-time credit is to determine the incoming number of days and the factor at  
347 which annual leave will be earned. Classified professionals will start to earn  
348 annual leave the first (1<sup>st</sup>) month of full-time employment. The following pro-  
349 rated formula will be used in determining the yearly ratio:

350  $(\text{No. of Hours Worked/day} \times \text{No. of Hours/week}) \times \text{No. of Weeks Worked}/2080$   
351  $(\text{full-time}) = \text{Ratio to Full-time.}$

352

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

356

357  $(6 \times 5) \times 36 / (8 \times 5) \times 52 = .519 \times 5 \text{ years} = 2.595$  (2.6 years credit on Annual

358 Leave Schedule).

359

360  $2.595 \times 12 \text{ months/year} = 31 \text{ months of service.}$

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

363

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

366

367 A new classified professional will receive a full month accrual of leave benefits if  
368 he/she starts work before the 16<sup>th</sup> of the month. When the start date is after the  
369 16<sup>th</sup> of the month, a half month accrual of leave benefits will be accrued.

370

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

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

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

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

384 2. Exceptions to this clause may be appealed to the Human Resources  
385 Department in the event of extenuating circumstances. The appeal must



386 include the recommendation of the classified professional's immediate  
387 supervisor.

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

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

393

394 **ARTICLE 18 – COMPUTATION OF LEAVE BENEFITS OTHER THAN**  
395 **ANNUAL LEAVE**

396

397 A. Leave benefits, other than annual leave, accrue in relation to your benefited hours  
398 and days.

399 B. Rehired district classified professionals will begin with first-year benefits.

400 C. Transferring in-district classified professionals will retain accrued benefits.

401

402 **ARTICLE 19 – HOLIDAYS**

403

404 Paid holidays will count in the 40 hour work week relative to the payment of time and a  
405 half for over 40 hours, but sick leave and vacation time will not count. Classified  
406 professionals will have twelve paid holidays to be announced annually upon approval of  
407 the District calendar. This applies to 260 day classified professionals only.

408

409 **ARTICLE 20 – INSURANCE *and* ANNUITIES**

410

411 A. The Board will pay, at a minimum, the Wyoming Employees' Group Insurance  
412 (EGI) Department calculated employer contribution for eligible classified  
413 professionals and their eligible dependents (spouse and/or children) electing  
414 health, dental and life insurance coverage.

415 B. The Employer contributions are fixed dollar amounts calculated by EGI based on  
416 the level of coverage elected: Employee only, employee + children, employee +  
417 spouse, family or split contracts. If the monthly premium for an employee's  
418 elected insurance benefits is less than the amount the State contributes, the  
419 balance remaining is retained by EGI.

420 C. If the monthly premium for the employee's election of coverage options exceeds  
421 the amount established and appropriated by the legislature, the employee will be  
422 responsible for the balance owed. The amount of monthly contribution to be  
423 made by employees enrolled in the group insurance plan for themselves and their  
424 dependents shall be deducted by NCSD from the employees' monthly salaries and  
425 remitted to Wyoming Employees' Group Insurance Department.

426 D. In the event of reduction in state insurance benefits as established October 1,  
427 2010, CIC will re-evaluate the group insurance benefit.

428 E. No employer contribution is provided for voluntary products.

429

430

431

432 **ARTICLE 21 – OVERTIME PAY**

433

434 A. Overtime will be paid to all classified professionals in accordance with the Fair  
435 Labor Standards Act.

436 B. No compensatory hours will be allowed. Trade time will be allowed if taken  
437 within the same week (Sunday through Saturday)

438

439 **ARTICLE 22 – PROJECT BASED ASSIGNMENTS FOR EXEMPT CLASSIFIED**  
440 **PROFESSIONALS**

441

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

444 Tier one:

445 Educate administrators, supervisors and exempt classified professionals regarding  
446 the procedures and protocols associated with being an exempt classified  
447 professional. This will provide administrators, supervisors and classified  
448 professionals a common understanding of school and District work expectations.

449 It will also assist in giving classified professionals processes in appropriately  
450 navigating their work.

451 Tier two:

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

455 Tier Three:  
456 In the event that issues were not resolved at tier two, Human Resources would  
457 establish procedures which might include but are not limited to, looking at  
458 compensatory time, schedule allowing rotation, a pool of non-exempt classified  
459 professionals to work overtime, tracking of time, project stipend, staffing or work  
460 review.

461

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

463

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

241 – 260	12 days leave
223-240	11 days leave
188 – 222	10 days leave
<188	9 days leave

465

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

- 468 1. Accumulated personal sick leave
- 469 2. All benefits will be exhausted prior to use of unpaid leave. Unpaid  
470 leave is calculated on classified professional's daily rate of pay and  
471 deducted from the classified professionals paycheck. If sick leave  
472 benefits are exhausted refer to Article 16, section C.

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C. Procedures:

1. Unused sick days will be credited to the classified professional with unlimited accumulation.
2. All FTE days accumulated above 50 days shall be reimbursed at \$40.00 per day when a classified professional retires or leaves the district.
3. Unused personal days will be added to a classified professional's sick leave accumulation.
4. After an absence of five (5) days, or a pattern of absenteeism suggesting abuse is established, the Associate Superintendent of Human Resources or his/her designee may require a certificate from a licensed physician stating the absence was necessary due to personal illness and Associate Superintendent for Human Resources may require such a certificate for all absences through the end of the year.
5. Falsification of sick leave records will lead to disciplinary action that may include but not limited to suspension, termination, and/or dismissal.
6. A classified professional leaving his/her duties during a day will be charged time to the nearest quarter hour.
7. A classified professional may use personal sick leave days to care for family members who are ill.
8. Sick leave and worker's compensation: A classified professional eligible for worker's compensation may choose between sick leave benefits or worker's compensation benefits. Classified professionals cannot receive both benefits simultaneously.

497 9. Classified professionals who are eligible must apply on or before the 90<sup>th</sup>  
498 calendar day of absence. Leave benefits will be paid if available, through  
499 the 90<sup>th</sup> calendar day. No benefits will be paid after the 90<sup>th</sup> calendar day,  
500 unless long-term disability is denied. Eligibility and approval of long-  
501 term disability is subject to the long term disability policy.

502 D. Sick Leave Bank:

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

510 E. Donated Sick Time

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

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

518 3. Classified professionals may voluntarily donate unused sick leave provided  
519 they maintain more than fifty (50) sick days after any donation. Classified

520 professionals must notify the Associate Superintendent for Human  
521 Resources/designee in writing of the request to donate days to a specific  
522 classified professional. Classified professionals may donate an annual  
523 maximum of five sick days.

524

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

526

527 A. Personal Day of Leave: Classified professionals shall be granted one (1) day of  
528 personal leave with full pay during each school year and the unused days will  
529 accumulate up to a maximum of five (5) days. If more than five (5) days are  
530 accrued by June 30<sup>th</sup>, the additional day will convert to sick leave on July 1<sup>st</sup>.  
531 This day will not be used for other employment. Days of leave requested under  
532 this article during the opening week (the first five contract days of the school  
533 calendar) or closing week (the final five days of the school calendar) of the school  
534 year will not be granted. Application for leaves of absence under this article  
535 should be submitted in writing as far in advance as possible to the principal or  
536 supervisor for clearance, and must be submitted at least 24 hours before taking  
537 such leave except in the case of emergencies. Classified professionals starting  
538 after December 31 will receive half day PDL for that year.

539

540 PDL days taken to extend school breaks/holidays will be unpaid leave and must  
541 be approved by principal or supervisor and Human Resources prior to taking  
542 leave. In extreme and unusual circumstances, requests for exceptions to this

543 article may be made in writing to the building principal or supervisor for his/her  
544 recommendation. All requests will be forwarded to the Associate Superintendent  
545 of Human Resources or his/her designee. Exceptions may include, but are not  
546 limited to: bereavement; marriage of a classified professional's child; and/or  
547 graduation of a classified professional's child.

548

549 PDL granted under the provisions of this article will be in units of full days or half  
550 days. Classified professionals who have accrued 60+ sick-leave days may  
551 exchange and use one sick leave day per year for one additional personal day of  
552 leave. This applies to those classified professionals who maintain more than 60  
553 days of accrued sick leave.

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

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



- 565 D. Jury Duty or Court-directed Witness: Time necessary for appearance in any legal  
566 proceedings connected with the classified professional's employment with the  
567 school system will be granted without loss of pay. Time off for non-district  
568 related legal proceedings may be granted. The classified professional may use  
569 personal, annual or unpaid leave if other leave is exhausted. Full-time pay may be  
570 granted with the Associate Superintendent for leaves for legal proceedings in  
571 which the classified professional is subpoenaed. Classified professionals called  
572 for jury duty shall continue to receive District salary, but will return all jury  
573 stipends to the District. Classified professionals who receive a stipend for being a  
574 witness during school time shall return all such stipends to the District.
- 575 E. Unauthorized Absences: A classified professional will not be paid for an  
576 unauthorized absence and will be subject to disciplinary action.

577

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

579

- 580 A. All classified professionals shall be evaluated annually on the District approved  
581 Classified Professional Evaluation form. The evaluations shall be conducted by  
582 the building administrator or the immediate supervisor. All evaluations will be  
583 permanently filed in the District Personnel Office.
- 584 B. A classified professional receiving an unfavorable evaluation may request the  
585 reasons in writing and a follow-up conference with the administrator or  
586 immediate supervisor and request an NCAESS/SEIO representative to be in

587 attendance with the classified professional. Such requests will be made within ten  
588 (10) days after receiving the evaluation.

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

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

598

## 599 **ARTICLE 26 – GRIEVANCE PROCEDURE**

600

601 A. Definitions:

- 602 1. Complainant (s): is the person(s) asserting a grievance.
- 603 2. Respondent(s): is the person(s) against whom the grievance is filed.
- 604 3. Grievance: is an alleged violation, misinterpretation, or alleged  
605 misapplication of a specific article or section of the Work Agreement.  
606 The term “grievance” shall not apply to any matter as to which the method  
607 or review is prescribed by law.

- 608 a. The grievance shall be in writing and shall include the  
609 Respondent and Complainant(s) name, position, the date of the  
610 alleged violation and date of filing.
- 611 b. The grievance shall indicate the specific article and section of the  
612 CPWA Agreement allegedly violated, allegedly misinterpreted,  
613 or allegedly misapplied.
- 614 c. The grievance shall indicate the specific reasons why the  
615 Complainant(s) thought an article or section was allegedly  
616 violated, allegedly misinterpreted, or allegedly misapplied.
- 617 d. The grievance shall suggest a solution being sought.
- 618 e. The grievance shall be signed personally by the Complainant(s).
- 619 4. Days: Days shall mean working days exclusive of Saturday, Sunday, or  
620 official holidays. In computing any period of time prescribed by these  
621 rules the day of the act or decision from which the designated period of  
622 time begins to run shall not be included. The last day of the period so  
623 computed shall be included.
- 624 5. Board: The Board of Trustees
- 625 6. Superintendent: The superintendent and/or his/her designated  
626 representative.
- 627 7. Appropriate level for filing: There shall be three and only three levels for  
628 filing. They shall be (1) the building principal and/or other administrators  
629 on the administrative salary schedule, (2) the superintendent and/or  
630 assistants, and (3) the Board of Trustees. The appropriate level for filing

631 is that level which corresponds to the person who made the decision(s)  
632 that generated the grievance.

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

638 B. Elements of the Grievance Procedure

639 1. After the initial filing of the grievance, no new items, facts, issues, or  
640 allegations shall be officially permissible. Should any of these items,  
641 facts, issues, or allegations be introduced after the initial filing, the  
642 grievance shall be referred back to the original starting point, and the  
643 procedure resubmitted.

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

648 a. The Complainant(s) may be represented by anyone he/she may  
649 designate, except a higher official who may eventually be  
650 involved in the grievance.

651 b. The Respondent(s) may be represented by anyone he/she may  
652 designate, except a higher official who may eventually be  
653 involved in the grievance.

- 654 3. The time limits indicated at each step shall be considered to be the  
655 maximum.
- 656 4. The time limits may be waived by mutual consent of both parties. The  
657 waiver shall not apply to the ten (10) days allowed for initial filing of the  
658 grievance.
- 659 5. Should a grievance be filed which might not be resolved at level three (3)  
660 prior to the end of the school year, the time limits set forth herein may be  
661 reduced by the Associate Superintendent of Human Resources or  
662 designee, so that the grievance shall be resolved by the end of the school  
663 year or as soon thereafter as practicable.
- 664 6. If the grievance is not processed to the subsequent step within the specific  
665 time limits the grievance shall be considered to have been resolved on the  
666 basis of the administration's last decision.
- 667 7. During the grievance procedure, the Complainant(s) shall abide by the  
668 decision of the Respondent(s) until the grievance is resolved. No reprisal  
669 or coercive action shall be taken by the Respondent(s), the  
670 Complainant(s), or any classified professional against any person involved  
671 in the grievance.
- 672 C. Procedural Steps
- 673 1. Informal discussion: Individuals are encouraged to discuss problems on  
674 an informal basis with their principal. Either party to any informal  
675 discussion may request written documentation of such a meeting at the  
676 conclusion of the meeting. Such a discussion does not constitute a level in

677 the procedure. Either party may request the Interest-Based Agreement  
678 Process facilitation and problem solving process to assist in the resolution  
679 at the informal level. This shall be requested in writing before the tenth  
680 contract day when the Complainant(s) knew or should have known of the  
681 situation that generated the problem. This request will suspend the time  
682 line related to the grievance process. If resolution is not satisfactory to  
683 both parties, the clock starts again at the conclusion of the Interest-Based  
684 Agreement Process.

685 2. LEVEL ONE: The Complainant(s) will file the grievance with the  
686 Respondent(s) at the appropriate level on or before the tenth (10<sup>th</sup>) work  
687 day from when the Complainant(s) knew or should have known of the  
688 situation which generated the grievance. At the time of the filing, the  
689 Complainant(s) and the Respondent(s) shall make arrangements for a  
690 conference to discuss the grievance. This conference shall be held on or  
691 before the fifth (5<sup>th</sup>) contract day from the filing date. During this  
692 conference, the Complainant(s) and the Respondent(s) will discuss the  
693 grievance with the objective of resolving the grievance. The  
694 Respondent(s) has five (5) contract days from the day of the conference to  
695 render a written decision to the Complainant(s).

696 3. LEVEL TWO: Should the grievance not be resolved at level one, the  
697 Complainant(s) may file an appeal at the Superintendent level with a copy  
698 to the Respondent(s). Complainant shall identify each basis for objection

699 to the Respondent's decision. Filing shall take place on or before the fifth  
700 (5<sup>th</sup>) contract day after receipt of the written report from the previous level.

701

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

706

707 On or before the fifth (5<sup>th</sup>) contract day after the date of the last submitted statement the  
708 superintendent or designee shall meet with the Complainant(s) and the Respondent(s)  
709 with the objective of discussing the grievance and obtaining the viewpoint of the  
710 Complainant(s) and the Respondent(s).

711

712 On or before the fifth (5<sup>th</sup>) contract day after the termination of the meeting described  
713 immediately above, the superintendent or designee shall issue a written decision to the  
714 Complainant and Respondent.

715

716 4. LEVEL THREE: Should the decision in level two be unsatisfactory to the  
717 Complainant(s), the Complainant(s) may file an appeal to the Board.

718 Filing shall take place on or before the fifth (5<sup>th</sup>) work day after the receipt  
719 of the decision from level two. The appeal shall be written and shall be  
720 filed with the superintendent who will inform the chair of the Board and  
721 the other party that an appeal has been filed.

722

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

728

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

731

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

733

734

735 The purpose of this article is to assist the employer and employee in understanding the  
736 employee’s due process rights, correcting poor job performance and improper conduct,  
737 and advising the employee of the potential consequences for poor performance and/or  
738 conduct. NCS D is an “at-will” employer; classified employees may be discharged at any  
739 time with or without cause. However, the following are general NCS D guidelines for  
740 corrective employment action. It is the responsibility of the employee to be familiar with  
741 and comply with all policies, rules and regulations.

742

743 **DUE PROCESS**

744 In the event a material allegation or report of unsatisfactory performance and/or  
745 unacceptable conduct is made against an employee, the employee has the right to be told  
746 the nature and sufficient details of the allegation so that the employee may explain his/her



747 side of the story. The employee shall also be given the opportunity to present  
748 exculpatory evidence (such as documents, emails, text messages, etc.) to inquiring  
749 supervisory or administrative personnel, and to provide the names of witnesses whom the  
750 employee believes may provide exculpatory information.

751

752 **CORRECTIVE ACTION**

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

756

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

759

760 3. An NCS D classified employee may receive corrective direction through, *but not*  
761 *limited to*, the following: verbal or written counselings; verbal or written warnings;  
762 performance improvement or other plans; evaluations; evaluation amendments; testing;  
763 suspension without pay; mandatory education; and/or discharge. These may include, *but*  
764 *are not limited to*, one or more of the following (While supervisory personnel may, in  
765 certain circumstances, utilize increasingly serious warnings, there is no guarantee that  
766 corrective action will be linear, "progressive" or repeated.):

767 a. Notice: A supervisor verbally counsels an employee about an issue of concern,  
768 and a written record of the discussion is made by the supervisor. The employee  
769 may receive or request a copy of the written record. Depending on the seriousness

770 of the infraction and other considerations, employees should recognize that  
771 another infraction or other unacceptable behavior may result in corrective action  
772 up to and including discharge.

773 b. Written Warning: Written warnings are used for behaviors or violations that a  
774 supervisor considers serious, or in situations when a verbal warning has not  
775 helped change unacceptable behavior. Written warnings are placed in an  
776 employee's personnel file. The employee should receive a copy of the written  
777 warning. The employee may be asked to sign a copy of this document attesting to  
778 their receipt and understanding of the corrective action or warning, but does not  
779 constitute agreement. Employees should recognize that another infraction or other  
780 unacceptable behavior is likely to result in discharge.

781 c. Suspension Without Pay: There may be performance, conduct or safety  
782 concerns which warrant temporary removal of the employee from the workplace.  
783 Suspensions without pay may be part of a corrective action response to serious or  
784 continuing unsatisfactory behavior. An employee may be suspended without pay  
785 in full-day increments consistent with federal, state and local wage-and-hour  
786 employment laws. Nonexempt/hourly employees may not substitute or use an  
787 accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair  
788 Labor Standards Act (FLSA) compliance issues, unpaid suspension of  
789 salaried/exempt employees is reserved for serious workplace safety or conduct  
790 issues. All suspension recommendations are reviewed by Human Resources prior  
791 to implementation. Suspensions are documented and placed in the employee's  
792 personnel file. The employee should receive a copy of the suspension notice. The

793 employee may be asked to sign a copy of this document attesting to their receipt  
794 and understanding of the corrective action or warning. Employees should  
795 recognize that another infraction or other unacceptable behavior is very likely to  
796 result in discharge.

797 d. Performance Improvement Plan (PIP): Performance Improvement Plans may be  
798 utilized, in lieu of discharge, when the employee has demonstrated repeated  
799 and/or serious performance or conduct issues. The PIP provides the employee  
800 with an opportunity to substantially improve his/her performance by establishing  
801 and meeting goals within a period of time not exceeding 90 days unless otherwise  
802 extended. Within this time period, the employee must demonstrate a willingness  
803 and ability to meet and maintain the conduct and/or work requirements as  
804 specified by the supervisor and the organization. The employee should be  
805 provided with a copy of the plan. The employee may be asked to sign copies of  
806 this document attesting to their receipt and understanding of the PIP goals and  
807 expectations. At the end of the performance improvement period, the performance  
808 improvement plan may be closed or, if established goals were not met, the  
809 employee may be discharged.

810

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

814

815

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

823

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

826 a. Violation of Evaluation Standard 6 Professional Responsibilities.

827 b. Violation of Board Policy, Administrative Regulation, Standard Operating  
828 Procedures, and/or Insubordination.

829 c. Alleged Illegal Behavior: Allegations of behavior that are or may be illegal may  
830 be reported to local law enforcement. If the allegations are substantiated through a  
831 workplace investigation, the employee may be terminated immediately. If illegal  
832 behavior or allegations of illegal behavior outside the employment environment  
833 are discovered, employment status will be considered on a case-by-case basis.

834

835 Amended date: December 9, 2016

836 Amended date: January 22, 2016

837 Amended date: April 16, 2015

838 Amended date: May 13, 2014

839 Amended date: March 22, 2013

840 Amended date: April 30, 2012