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6/30/94

MASTER AGREEMENT

Between

JACKSON COUNTY INTERMEDIATE  
SCHOOL DISTRICT

and

JCEA AFFILIATES ASSOCIATION -  
ESPA

1991 - 1994

*Jackson County Intermediate School District*

It is the policy of the Jackson County Intermediate School District not to discriminate on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap in its educational program, activities, or employment as required by Title VI Civil Rights Act, 1964; Section 504 Rehabilitation, 1973, Title IX Educational Amendment, 1972.

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## AGREEMENT

THIS AGREEMENT, made this 27th day of August, 1991, by and between JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT, of Jackson County, Michigan, herein called the Employer, and JCEA AFFILIATES ASSOCIATION - ESPA, herein called the Union.

### ARTICLE I

- A. Bargaining Unit. Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for the term of this Agreement, of the following described employees of the Employer.

All full-time and regularly scheduled part-time secretarial/clerical, data processing, food service, custodian/maintenance, van driver, technical and media personnel; excluding supervisory personnel (including the secretarial/clerical staff supervisor, purchasing agent, print shop manager, braille program director, program analyst, and the audio-visual repair supervisor), confidential employees (including the secretary to the Director of Human Resources, Superintendent's Secretary, payroll clerk and the secretary to the Director of Administrative Services), bus mechanics and all other positions currently covered by an existing labor agreement.

- B. Definitions. The term "employee" when used in this Agreement shall refer only to members of the bargaining unit. The term "full-time employee" shall mean an employee who is regularly scheduled to work at least 30 hours a week on a permanent basis. The term "regular part-time employee" shall mean an employee who is regularly scheduled to work less than 30 hours a week.

### ARTICLE II

#### BOARD RIGHTS

- A. All rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly relinquished herein by the Employer, shall continue to vest in and be exercised by the Employer without prior negotiations with the Union. The Employer as in the past, will continue to have such rights which will include, by way of illustration and not by way of limitation, the right to:
1. Establish policies, manage and control the District, its equipment, and its operations and to direct its working forces and affairs.

2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days, but not in conflict with the terms of this Agreement.
3. Hire all employees and determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote, transfer, assign all such employees, and to determine the size of the work force and to lay off and recall employees.
4. Determine the services, supplies, and equipment necessary to continue its operations; determine all methods and means of distributing, disseminating and/or selling its services; determine methods, schedules, and standards of operation, and the means and processes of carrying on the work, including automation, contracting and the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, and, if necessary, require physical and mental examinations by appropriate medical personnel, the costs thereof to be borne by the Employer.
7. Determine the number and location or relocation of its facilities.
8. Determine the placement of operations and the sources of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization.
11. Grant or deny leaves of absence as deemed appropriate.

The foregoing rights are limited by the terms of this Agreement.

### ARTICLE III

#### AGENCY SHOP AND PAYROLL DEDUCTION

- A. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or terminate their membership in the Union as they see fit. Neither party shall exert or put pressure on or discriminate against an employee regarding such matters.

- B. All employees in the bargaining unit shall, on or before the sixtieth (60th) work day following the beginning of the school year, the beginning of their employment, or the execution of this Agreement, whichever is later, as a condition of employment or continued employment, on forms provided by the Union, either:
1. Become members of the Union, or
  2. Pay to the Union an amount of money which the Union certifies in writing as a cost equal to the negotiation and administration of this Agreement. Such cost shall be verified and submitted to the Employer on or before September 15 of each year and notice of this shall be presented in writing by the Union to all employees.
- C. In the event that an employee does not comply with the requirements of B 1 or 2 above, such employee shall be terminated at the end of the current semester or sixty (60) days, whichever is later, provided that:
1. The employee to be terminated does not contest the discharge before a court of competent jurisdiction or administrative agency. Should said employee contest the discharge, the employee shall not be terminated until such time as the employee has obtained a final decision relative to the discharge or until the employee has ceased to pursue the legal remedies available by making a timely appeal of any decision rendered in said matter by a court of competent jurisdiction or administrative agency.
  2. The Union has fulfilled its fiduciary obligations by sending written notice to the employee that he/she has an obligation to tender dues or service charge, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice shall be sent to the Employer.
  3. The Union has fulfilled its responsibilities by sending by certified mail, return receipt requested, written notice to the employee (copy to the Employer) that said employee has not fulfilled obligations by the requisite date or reasonable period of time thereafter, and that a request for termination was being made to the Employer.
  4. The Union has stated in the request for termination that such request is in conformance with the provisions of this Article; that the employee has not complied with his/her obligations; that it is an official request of the Union; and that the "save harmless" clause, set forth below in paragraph G, shall be put into effect.

- D. Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of membership dues in the Union, including the Michigan Education Association and the National Education Association.
- E. With respect to all membership dues or service charges deducted by the Employer pursuant to the authorization of the employee, the Employer agrees to remit to the Union such sums. The Union agrees to advise the Employer promptly of changes in its membership and to furnish any other information needed by the Employer to fulfill the provisions of this Article and not otherwise available to the Employer.
- F. Upon appropriate written authorization from the employee, the Employer shall deduct from the salary of an employee and make appropriate remittance for annuities, credit union, savings bonds, United Fund, and Union service fees. The Employer will deduct for available insurance options and other plans, which have been approved by the Employer.
- G. The Union agrees to indemnify and save the Employer, each individual School Board member and all administrators, harmless against any and all claims, demands, costs (including attorney fees), suits or other forms of liability and all costs or administrative agency costs that may arise out of or by reason of the Employer complying with this Article.

#### ARTICLE IV

#### UNION RIGHTS

- A. The Union and its members shall have the right to use school facilities at all reasonable hours for meetings upon approval of the Superintendent or designee, as long as such meetings do not interfere with normal school operations. Use on regular school days shall be without charge but when such use during the evening or on weekends results in added costs to the Employer, such costs shall be paid by the Union. The Union shall also have the right to use minor audio-visual and other office equipment when such equipment is not otherwise in use. The Union shall pay the cost of all materials and supplies incident to such use.
- B. Duly authorized representatives of the Union and its respective affiliates shall be permitted to transact official Union business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations. Representatives shall notify the school of their presence.



- C. The Union shall have the right to post notices of activities and matters of Union concern on designated bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned.
- D. The Employer agrees to furnish to the Union in response to reasonable requests available information concerning its financial resources and expenditures including: annual financial reports and audits; names, addresses, seniority and experience credit of all bargaining unit members; compensation paid thereto; budgetary information; agendas, minutes and reports of or to Employer Board meetings; and such other information as will assist the Union in developing proposals for collective bargaining together with the information which the Union may require to process any grievance or complaint.
- E. The President of the Union or designee may use up to five (5) days per year for Union business provided that (1) the Union reimburses the Employer for the salary of the employee; (2) a qualified substitute can be hired; and (3) such leave not be used to support a strike. All employees in the unit shall have one (1) hour of paid released time each year of this Agreement to attend a Union general membership meeting at a date and time approved by the Superintendent or designee.

#### ARTICLE V

#### EMPLOYEE RIGHTS

- A. The Employer and the Union agree to abide by Act 379 of the Public Acts of 1965 and to all applicable laws and statutes pertaining to employee rights and responsibilities.
- B. Neither the Employer nor the Union will unlawfully discriminate with regard to race, creed, religion, ethnic group, national origin, age, sex, marital status, weight, height or non-job interfering handicap in the application of the provisions of this Agreement.
- C. The private life of an employee is his/her own affair unless the employee's conduct shall adversely affect the discharge of duties or the Employer.
- D. No bargaining unit member shall be disciplined without just cause.
- E. In order to insure that the employee is aware of work related difficulties the Employer will use a system of progressive discipline except in cases where the seriousness of the infraction or the grossness of the offense warrants a deviation from same.

ARTICLE VI

WORKING CONDITIONS

- A. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.
- B. The Employer shall provide without cost to the bargaining unit member the following:
  - 1. To maintenance, custodial, warehouse and print shop employees, uniforms in a style and color appropriate for the work per current practice. Employees shall be provided at least five (5) complete sets of uniforms. Uniforms shall be replaced as they become unusable. Such employees shall wear the uniforms during work hours and shall maintain them in good condition and repair.
  - 2. In areas where necessary, adequate and approved safety equipment per current practice.
- C. Bargaining unit members who use their personal vehicle in the course of the discharge of their normal duties will be compensated at a rate equal to the applicable IRS standard mileage rate then in effect.

ARTICLE VII

WORKING HOURS

- A. Work Week and Schedules The normal work week is thirty-seven and one-half (37-1/2) hours for all full-time employees except full-time custodians, maintenance, warehouse coordinator, delivery driver, and data processing employees who normally work forty (40) hours per week. A lunch period of not more than 60 minutes shall be taken with prior arrangements made by the employee with his/her immediate supervisor(s). Relief or break periods will be permitted per current practice.
  - 1. An employee's work schedule may be adjusted by the Board at any time by giving thirty (30) days' advance written notice to the affected employee and the Union or by mutual agreement of the Employer and the Union.
  - 2. Work Day. The normal work day is seven and one half (7-1/2) continuous hours, exclusive of lunch, for full time employees; except for custodial, maintenance, and warehouse employees, where the normal work day is eight (8) continuous hours.

B. Overtime.

1. Overtime may be scheduled by a supervisor. An employee may not work overtime without the advance approval of the employee's supervisor. Employees shall receive overtime pay at a rate of one and one-half times the employee's regular rate of pay for all hours worked in a work week in excess of forty (40) and for all hours worked on Sundays and Holidays. An employee who desires to take compensatory time at the rate of one and one-half hours per each hours of overtime worked in excess of forty (40) hours in a work week in lieu of overtime pay, may do so with the approval of his/her supervisor. Employees who work more than their regular working hours must submit verification of hours and dates worked to the payroll office on a bi-weekly basis.
2. In the case of holidays, overtime pay will be in addition to holiday pay if the employee is entitled to holiday pay for that day.
3. Paid leave shall count towards hours worked.

- C. Act of God Days. A employee who is unable to report to work due to inclement weather or other acts of God shall telephone the Board (787-2809 or such other number as is designated by the Board for this purpose) before the employee's scheduled starting time. Work time missed will be charged against an employee's personal business or vacation days. If an employee is required to work when all district offices are closed due to an act of God, the employee will be paid at the regular rate of pay with an equal amount of compensatory time to be schedule later. If weather conditions warrant that employees be sent home, they shall be paid for the remainder of their regularly scheduled work day.

ARTICLE VIII

VACANCIES, CHANGES IN ASSIGNMENTS, AND TRANSFERS

A. Definitions.

1. The term "vacancy" means a position caused by an employee leaving which the Board elects to fill or by the creation of a new position in the bargaining unit.
2. The term "changes in assignment" means an employee moving from one position to a comparable position.

- B. Changes in Assignment. Changes in assignment shall be made final only after discussion with the affected employee.

- C. Filling Vacancies. When filling a vacancy, the Board agrees to give first consideration to qualified applicants employed in the same occupational group in which the vacancy exists; however, other qualified applicants may be considered. Due weight will be given to competency, professional qualifications, experience in the occupational group for which there is a vacancy, and length of service. If all such factors, except length of service, of two or more qualified applicants are essentially equal, the applicant with the greatest length of service with the district shall be awarded the vacancy. The decision of the Employer, with regard to the filling of vacancies, shall be final and not subject to the arbitration level of the grievance procedure.
- D. Posting. Whenever a vacancy occurs, the Board shall give written notice to the Union and shall post such vacancy simultaneously on the official bulletin board in each building for five (5) days, excluding Saturdays, Sundays, and holidays.
- E. Summer Vacancies. Employees who wish to be considered for a vacancy which occurs during the summer months shall, during the last week of the regular school year, indicate in writing to the Human Resources Director their desire to receive postings and provide a summer address. In such cases, the following procedure shall be followed:
1. All employees who have expressed such written interest will be sent copies of the postings by first class mail.
  2. An employee so notified shall have the responsibility for contacting the Human Resources Director within seven (7) days of the date of such notification.
- F. Temporary Transfers. Temporary involuntary transfers of employees may be made at the direction of the Employer. An employee who is transferred to another classification for ten (10) consecutive work days shall then be paid an additional \$.50 (fifty cents) per hour above the employee's current hourly rate or one step increase at the employee's current level, which ever is less, retroactively to the date of the transfer. An employee's pay rate shall not be reduced due to a temporary transfer.
- G. Bargaining unit work that is less than full time will be posted in accordance with the above procedure. First consideration shall be given to employees, with less than a full-time work schedule, who apply for the posted position. It is recognized that the Employer is not obligated to change work hours in order to accommodate such application.
- H. "Student Help" may not be used to reduce the work time of bargaining unit members or to replace a vacancy in the unit created by the resignation, retirement, death, transfer, promotion or discharge for cause of any bargaining unit member.

- I. Summer vacancies shall be posted and filled according to Sections C and D of this Article.

## ARTICLE IX

### LEAVES OF ABSENCE

#### A. Paid Leaves.

1. At the beginning of the year each twelve (12) month employee shall be credited with a sick leave allowance of fourteen (14) days.
2. Employees working less than twelve (12) months shall be credited with prorated sick leave benefits.
3. Unused sick days shall be allowed to accumulate without limit.
4. Leaves of absence with pay charged against sick leave shall be granted for:
  - a. Absence due to illness or accident of the employee.
    - 1.) Should the absent employee receive payment from Worker's Compensation and or Employer's Liability Insurance, said employee shall be compensated at his/her regular gross rate, provided, the Board retains the payment resulting from the Worker's Compensation or insurance claim, and prorates an amount of sick leave time from the employee's accumulated sick leave days sufficient to equate so that the payment from Worker's compensation or Employer's Liability Insurance plus the gross sick pay is equal to the employee's regular gross pay rate. When an employee's paid sick time is exhausted, the employee shall be placed, by the Board, on an unpaid leave of absence and receive only the compensation provided by Worker's Compensation or Employer's Liability Insurance.
  - b. Absence due to illness or disabling accident of the employee's spouse, children, members of the employee's immediate household and immediate family, as defined in 5 a below, with a limit of five (5) days per occurrence.
  - c. Absence to attend a funeral of a member of the employee's immediate family, as defined in 5 a below, when unusual travel time requires more than 3 days, with a limit of 2 days per occurrence.
  - d. A third personal business day. Such use shall be consistent with A 5 c of this Article.

5. Leaves of absence with pay not charged against sick leave shall be granted for:
  - a. Absence because of a death in the immediate family to attend the funeral, not to exceed three (3) days for each occurrence. Immediate family shall mean an employee's spouse, children, brothers, sisters, parents, spouse's parents, or parent surrogate, and grandparents of the employee or spouse.
  - b. Absence when called for jury duty or subpoenaed to testify in court, provided the testimony is not against the Employer. Pay shall be reduced by the amount received for jury duty or witness fee.
  - c. Business matters up to two (2) days per year which cannot be scheduled outside the regular work day. Such use shall be documented by submitting a signed statement indicating that the use of the day meets the conditions mentioned in this paragraph. Unused business days shall be credited to and accumulated only for use as sick leave. Personal business days shall not be granted to engage in other employment.

B. Leaves Without Pay.

1. Leaves of absence without pay of up to one (1) year shall be granted by the Employer for the following reasons:
  - a. Child care following the birth or adoption of a child.
  - b. Ill health of the employee after the employee has used all sick leave credits.
  - c. Illness of an employee's spouse or children, after the employee has used five (5) paid sick days.
2. Leaves of absence without pay of up to one (1) year may be granted by the Employer for other reasons, such as Union office, public service or additional education.
3. A request for an unpaid leave shall be made at least three (3) weeks in advance, or as soon as possible.
4. Following a leave of ninety (90) days or less, the Employer will return an employee to his/her same position, if it still exists, and if not, to a comparable position (i.e., grade level attained at the time of departure). If the leave is one hundred eighty (180) days or less, but more than ninety (90) days, the employee will be returned to a comparable position. On all other leaves and leave extensions, the employee shall return to the first available position for which he/she is qualified.

5. Thirty (30) calendar days prior to the completion of a leave of sixty (60) days or more, the employee shall notify the Employer in writing of his/her intention to return. If the leave is less than sixty (60) days, the employee shall give such notification five (5) working days prior to the anticipated date of return.

An employee failing to give proper notification or failing to return to work upon completion of a leave shall be deemed an automatic quit.

6. An employee on an unpaid leave of absence shall have such health insurance benefits as are available, provided said employee reimburses the Employer for the cost of the benefits.
  7. Employees upon request shall present a physician's statement when returning to work from an illness or accident.
- C. Reinstatement rights are subject to the layoff provisions of Article XVII.

#### ARTICLE X

##### NEGOTIATIONS PROCEDURE

- A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties.
- B. Negotiations The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- C. Representatives of the Employer and the Union's bargaining committee will meet on a mutually selected date and time at either's request for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure. The requesting party will submit to the other, before the meeting, an agenda covering what they wish

discuss. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Employer and the Union provided that the respective bargaining committees shall be empowered to effect temporary accommodations to resolve special problems not requiring alteration of previously ratified Articles.

- D. Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the expiration of the contract term.
- E. There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Union. Copies of this Agreement shall be printed by the Union. The cost of printing the Agreement shall be shared equally by the parties.
- F. Savings Clause If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination of its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.
- G. Entire Agreement No agreement, practice or understanding contrary to this collective bargaining Agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. This Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, practices, and arrangements heretofore existing. Any individual contract between the Employer and an individual bargaining unit member shall be subject to and consistent with the terms and conditions of this Agreement.

## ARTICLE XI

### EVALUATION

- A. Frequency Each employee shall be evaluated by his/her supervisor at least annually. New employees shall be evaluated at least once during their probationary period and an employee transferred to a new position will be evaluated within ninety (90) days after the transfer.



- B. Process The evaluation shall be completed in the following manner:
1. The evaluation form approved by the Employer for the employees in this bargaining unit shall be used. A copy of the evaluation form now being used is attached as Appendix A.
  2. The supervisor, upon completing the evaluation form, shall review the evaluation with the employee and provide a copy of the evaluation to the employee. Within ten (10) working days, a follow up conference shall be scheduled at the employee's request.
  3. At the evaluation conference the supervisor and employee shall review and discuss the contents of the completed evaluation form.
  4. The employee shall retain a copy of the completed evaluation form and the original copy shall be forwarded to the Human Resources Department for insertion in the employee's personnel file.
  5. If the employee disagrees with any area of the completed evaluation form, the employee may attach a written response which will then become a part of the employee's personnel file. This response shall be made within ten (10) working days after the employee receives a copy of his/her evaluation or the follow up conference, whichever is later.
  6. An evaluation which contains a recommendation by the supervisor to withhold a salary step increase shall be reviewed by the Director of Human Resources for a recommendation to the Board of Education. Any written response to the evaluation by the employee shall be attached thereto for review by the Director of Human Resources and the Board of Education.
  7. An employee who receives an unsatisfactory evaluation shall be re-evaluated within three (3) months to determine whether the employee has corrected the deficiencies in his/her job performance.
  8. It is expressly understood that the withholding of a salary step increase is subject to the grievance procedures.

## ARTICLE XII

### COMPENSATION

- A. Salary Schedule The salary schedule and pay grade class for each job title are set forth in Appendix B attached hereto and by this reference made a part hereof. An employee will move through the steps on the salary schedule by gaining one year's credit for each year worked; provided, however, that progression on the schedule may

withheld for unsatisfactory performance based on the employee's annual evaluation. An employee must work at least one-half of a year to receive credit on the schedule. New employees shall be placed at the beginning step of the grade at which their position is classified, except a new employee may be given not more than two (2) years' credit on the schedule for related experience, as determined by the Employer. Employees who change position to a higher level on the pay schedule than their current position will be placed on the salary schedule at their current step at the appropriate level for their new position. Employees who change position to a lower level on the pay schedule than their current position will be placed on the salary schedule at their current step at the appropriate level for their new position.

- B. Required Training The cost and expense of training required by the Employer shall be paid or reimbursed by the Employer. Expenses shall include actual and reasonable travel and meals which will be promptly reimbursed by the Employer upon submission of an expense voucher with supporting receipts.
- C. Rates of New Jobs If, during the life of this Agreement, a new job classification is created which is covered by this Agreement, the Board shall establish the job duties and the pay grade applicable thereto and shall promptly notify the Association of its decision. If the Association believes the pay grade thus set is inadequate, the Association shall have the right, within thirty (30) calendar days after it has been so notified, to initiate negotiations with regard to the pay grade assigned to the job classifications. If negotiations have not been initiated during said thirty (30) calendar day period, the pay grade so assigned shall be permanent.

### ARTICLE XIII

#### GRIEVANCE PROCEDURE

- A. Definitions. For purposes of this Agreement, a grievance is defined as any claim or complaint that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. All such grievances shall be processed as hereinafter provided.
- B. Exclusions. Matters to be excluded from consideration under the grievance procedure are as follows:
  - 1. The termination of a probationary employee.
  - 2. The evaluator's subjective assessment of an employee's performance.

C. Time Limits All time limits shall be week days (i.e., all days except Saturdays, Sundays, and holidays). Time limits may be extended only by mutual consent of the parties. If the Union does not appeal a grievance from one step to another within the time limit specified, the grievance shall be considered as being settled based on the Employer's last answer. If the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.

D. Procedure

1. Complaint Stage The Union or an employee who believes he/she has a complaint must submit the complaint orally to the employee's or employees' immediate supervisor within ten (10) days after the employee or employees have knowledge of the complaint, or within ten (10) days after the employee or employees reasonably should have had knowledge of the complaint. The immediate supervisor shall render his/her verbal decision within five (5) days after the complaint is submitted. The Union and the Employer believe that there should be a sincere effort on the part of each of the parties to settle differences as far as possible in the above manner and in any event, at the lowest level of the grievance procedure possible.

2. Level 1 (Immediate Supervisor):

If not resolved, the complaint must be reduced to writing, signed by the grievant, and filed with his/her immediate supervisor within five (5) days after such informal discussions. Such statement shall recite the facts alleged, the provision of the Agreement involved, and the relief requested. Within five (5) days thereafter, the grievant's immediate supervisor, the appropriate Division Director or designee, and a Union representative shall meet to discuss the matter in an effort to resolve it. The immediate supervisor shall indicate disposition of the grievance within five (5) days of such meeting, and shall furnish a copy thereof to the Union President.

3. Level II (Superintendent):

If the grievance is not settled in Level I, the Union may, within five (5) days after the Union's receipt of Level I decision, submit the grievance to the Superintendent or his/her designee, who shall meet with the Union within five (5) days of receipt of the grievance and endeavor to settle the grievance. The Superintendent or his/her designee shall notify the Union of his/her disposition of the grievance within five (5) days of such meeting(s).

4. Level III (Board of Education):

If the grievance is not settled in Level II, the Union may, within ten (10) days of the date of the written disposition in Level II, submit the grievance to the Board of Education by delivering the written grievance form together with copies of all materials previously filed, to the Board of Education offices, to the attention of the Secretary of the Board. The Board or an ad hoc committee shall hold a hearing if requested, or, if not requested, give such other consideration as it shall deem appropriate. Disposition of the grievance shall be rendered within thirty (30) days of the delivery of the grievance to the Board of Education offices. A written copy of such disposition shall be provided to the Union.

5. Level IV (Arbitration):

If the Union is not satisfied with the answer at Level III, the grievance may be referred to arbitration by the Union provided that notice to refer is given within twenty (20) days of the written decision at Level III. If within five (5) days the Board and Union cannot agree upon a mutually acceptable arbitrator and the Union still desires to appeal to arbitration, the arbitrator shall then be selected according to the rules of the American Arbitration Association.

- a. The arbitrator shall have no power to establish salary scales or change any salary. The arbitrator shall have no power to rule on any of the following:
  - 1.) It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement.
  - 2.) The disciplining of a probationary employee or placing of a probationary employee on additional probation;
  - 3.) If there is another remedial procedure or forum established by law or regulation having the force of law, the grievant must chose between contractual or other remedies.
  - 4.) No more than one grievance may be considered by the arbitrator in the same hearing, except upon expressed written mutual consent and then only if they are similar in nature.

- b. The arbitrator shall hear the grievance and render a decision within thirty (30) days from the close of the hearing, setting forth in writing the findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be binding upon the Union, its members, the employee(s) involved and the Board.
  - c. The fee and expenses of the arbitrator shall be shared equally by the board and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.
  - d. All arbitration hearing shall be held in the school district.
6. Claims for back pay: All grievances must be filed in writing ten (10) days from the time the alleged violation occurred. The Board shall not be required to pay back wages more than ten (10) days prior the date a written grievance is filed except in the case of a pay shortage of which the employee could not have been aware before receiving pay. Any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the employee files the grievance within ten (10) days after receipt of the pay. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that may have been received from any sources during the period of the back pay. No decision in any one case shall require a retroactive wage adjustment in any other case, unless other cases were filed and pending on the representative case.
- E. If any individual employee has a personal complaint and desires to discuss the complaint with his/her immediate supervisor, the employee is free to do so without pursuing this grievance procedure.
  - F. An individual employee who wishes to drop a grievance may do so without interference from the Union.

#### ARTICLE XIV

##### VACATION

- A. All vacations must be approved in advance by the employee's immediate supervisor(s). Vacations may not exceed two (2) week segments unless special arrangements are made with the individual's immediate supervisor(s). Employees should take advantage of provisions for vacations for the well-being of the individual and the organization. No more than one (1) week of unused vacation time may be carried over from one (1) year to the next. Under no

circumstances will vacation days be "advanced." Upon satisfactory completion of a six (6) month probationary period, new employees will be granted five (5) vacation days. Upon completion of one (1) year's service, new employees will be granted five (5) vacation days. Vacation days are allotted on July 1 of the fiscal year in which employees begin the years of employment as listed in B below.

<u>B. Years of Employment</u>	<u>Days of Vacation</u>
1 - 8	10 Days
9 - 10	12 Days
11 - 14	15 Days
15 - 19	17 Days
20	20 Days

Twenty (20) years and more, individual cases may be considered by the Board of Education.

- C. Vacation time for employees working a shortened work year will be prorated. Prorated vacation time must be scheduled and approved by the employee's immediate supervisor(s). Extenuating circumstances involving those employees working a shortened work year, which result in not being able to take vacation, shall receive vacation pay.

#### ARTICLE XV

##### HOLIDAYS

- A. Bargaining unit members shall be entitled to the following paid holidays:
1. Labor Day
  2. Thanksgiving
  3. Day after Thanksgiving
  4. Christmas Eve
  5. Christmas Day
  6. New Year's Eve
  7. New Year's Day
  8. Good Friday
  9. Memorial Day
  10. July 4th

Bargaining unit members not working a full year shall be entitled to those holidays that fall during their regularly scheduled work year. Holiday pay shall be equal to the regularly scheduled hours of each bargaining unit member.

- B. When a holiday falls on a Saturday, it will be observed on Friday. When a holiday fall on a Sunday, it will be observed on Monday.

ARTICLE XVI

SENIORITY

A. District and occupational group seniority means an employee's length of continuous service with the Employer in the bargaining unit since the employee's last entrance into the union and prior service in the unit as provided below. No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absence or vacations. Employees shall not accure seniority during unpaid leaves after twelve (12) months or layoffs after twelve (12) months.

1. Seniority, as used herein, is defined as the right accruing to employees through length of service which entitles them to preference in layoff, rehiring and promotions, as provided for in this Agreement. The seniority status of each present employee shall be that as shown on seniority lists posted from time to time. It shall hereafter accrue and be applied in this manner provided for in this Article.
2. As long as an employee is assigned to an occupational group, his/her seniority will accrue in that group. When an employee is temporarily transferred from the occupational group in which he/she is regularly employed to another occupational group, his/her seniority will continue to accumulate in his/her regular occupational group while he/she is temporarily assigned elsewhere. Seniority will not accrue in the occupational group to which the employee is temporarily assigned.
  - a. The term "occupational group" as used herein, is defined as meaning all employees who are engaged in definitely similar occupations as set forth below:

**Group A**

Media Aide  
Receptionist  
Career Search Center Aide  
Circulation Control Librarian  
Computer Services Consultant  
Bus Dispatcher

**Group B**

Bindery Operator  
Media Production Technician  
Graphic Technician  
Press Operator

**Group C**

Cook

**Group D**

Custodial I  
Custodian II  
Head Custodian

**Group E**

Delivery Driver  
Warehouse Coordinator

**Group F**

Maintenance I  
Maintenance II

**Group G**

Accounts Payable Clerk  
Accounts Receivable/Tax  
Consultant

**Group H**

Secretary I  
Secretary II  
Secretary III

- B. A employee who accepted a non-bargaining unit position with the Employer and returns to a bargaining unit position shall be entitled to retain rights as he/she may have had under this Agreement prior the acceptance of the non-bargaining unit position.
- C. Probationary Period. All new employees shall be probationary employees until the have completed six (6) consecutive months of service, exclusive of any vacations, unpaid leaves or layoffs. During the probationary period, the employee shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his/her relative length of service and without recourse to the grievance procedure. Upon the successful conclusion of the probationary period, the employee's name shall be added to the seniority list as of his/her hiring date.
- D. Seniority List The Employer will maintain an up to date seniority list showing the seniority of each employee. If two or more employees have the same last hiring date, their position on the seniority life shall be determined by casting lots.
- E. Loss of Seniority An employee's seniority and employment shall terminate:
1. If following a layoff, the employee fails or refuses to return to work on the date specified in the recall notice, unless the employee presents an excuse acceptable to the Employer;
  2. If the employee is laid off for a period of twelve (12) months or to the extent of the employee's time at work with the Employer; whichever is the longer period of time; or
  3. If the employee is absent from work for two consecutive working days without notifying the Employer, unless the employee presents an excuse acceptable to the Employer.

## ARTICLE XVII

### REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- A. Layoff shall be defined as a necessary reduction in the work force, beyond normal attrition, as determined by the Employer. A full-time employee whose hours in a week or weeks in a year are reduced by more than twenty-five percent (25%), shall be considered laid off.
- B. No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff. In the event of a reduction in work force, the Employer shall first lay off probationary employees in the affected occupational group and job title, and then the least senior employees in the affected occupational group and job title. An employee is



qualified for a position if he/she has performed satisfactorily for one year in the position within the past five years and can perform the work within a reasonable time period (30 days) with on-the-job training. In no case shall a new employee be employed by the employer while there are laid off employees with recall rights who are qualified for a vacancy. Employees who are notified of layoff shall have placement rights in the following order:

1. Replace the least senior employee in the same job title or accept voluntary layoff;
  2. If a placement opportunity is not available under 1, above, then, the employee may replace the least senior employee in the same occupational group, if qualified, or accept voluntary layoff; or
  3. If a placement opportunity is not available under 2. above, then, the employee may replace the least senior employee in the same pay level, if qualified; or accept voluntary layoff.
- C. If the Employer increases the work force of an occupational group in a division from where an employee has been laid off, other than temporary jobs, the released employee most recently released from that division shall be recalled first, provided he is available and qualified to perform the work and he/she is recalled within the time limits set forth in Article XVI, Section E. Recalled employees shall be notified by first class mail addressed to the employee's last known address. Laid off employees shall be responsible for keeping the Employer informed of their current address. Failure to respond to a recall notice within five (5) calendar days excluding Saturday, Sunday and holidays, shall be deemed an automatic quit.
- D. A laid off employee, upon application and at his/her option, may be used to substitute and shall be paid at substitute wages.
- E. Bargaining unit members on layoff shall accrue seniority during the period of such layoff for a period of twelve (12) months.

#### ARTICLE XVIII

#### SUBCONTRACTING

- A. Nothing in this Agreement shall be construed to restrict the right of the Employer to have work normally performed by bargaining unit members performed by others, including supervisors, substitutes, and independent contractors, except work normally performed by bargaining unit members may not be contracted out or done by others if:
1. The employer has the equipment and the bargaining unit members have the skills to perform such work; and

2. Bargaining unit members will be laid off as a result of the sub-contracting or supplemental work.

#### ARTICLE XIX

##### STRIKES AND LOCKOUTS

The Union agrees that neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slow down, strike (including a sympathy strike), or any other concerted activity which interferes with the operation of the Employer. The Employer agrees that during the life of this Agreement there will be no lockouts.

#### ARTICLE XX

##### FRINGE BENEFITS

- A. Bargaining unit members regularly working thirty (30) or more hours per week shall be eligible for insurance coverage as set forth in this Agreement.
- B. Bargaining unit members regularly working less than thirty (30) hours per week shall be entitled to a prorata portion of benefits in accordance with the percentage that their individual hours worked is to thirty (30) hours per week.
- C. The annual open enrollment period for all fringe benefits shall be September 1, through September 30. For new employees fringe benefits shall commence with the first work day.
- D. Bargaining unit members shall be eligible for and shall select either Plan I or Plan II of coverage as set forth below, except as follows:
  1. Where spouse are both employed by the Employer, one employee shall select Plan I of coverage and the other Plan II.
  2. Any employee who for any reason retains group health insurances coverage, with coordination of benefits, from any source other than the health insurance provided by virtue of this Agreement and his or her employment with Employer, shall be ineligible and shall otherwise not receive the health insurance provided herein, unless the coverage from any source requires such coverage. The employee may select Plan I above if not taking health insurance elsewhere, and shall otherwise be eligible for Plan II above. Every employee shall annually verify in writing the existence or non-existence of any such outside group health insurance coverage. The following forms shall be distributed to all employees during the open enrollment period:

I hereby declare that the health insurance that I receive pursuant to Article XX of the Master Agreement between the JCISD and the JCEA is the only group health insurance coverage, with coordination of benefits, that I retain or am otherwise eligible to receive benefits from. I further understand that in the event I, in the future, retain or become otherwise eligible to receive health insurance benefits from another source, I am obligated to immediately advise the Employer in writing.

\_\_\_\_\_  
Signature of Employee

Dated: \_\_\_\_\_

#### PLAN I

1. Comparable level of benefits to MESSA Care I on October 1, 1991, Board pays the deductible for the first and second years and employee pays the deductible for the third year of the Agreement.
2. Dental Insurance: Class I benefits (basic dental services) 75%  
Class II Benefits (prosthodontic) 50%  
Class III Benefits (orthodontic) 50%  
Maximum benefit per person:  
Classes I and II - \$1,000/year  
Class III - \$500 lifetime/person
3. \$10,000 term life insurance, A D & D, with waiver of premium.
4. Vision Insurance - Full family coverage. VSP-2

#### PLAN II

1. \$50.00 per month to be applied to insurance options or a tax sheltered annuity.
  2. Dental insurance as in 2, or Plan I, above.
  3. \$25,000 term life insurance, A D & D, with waiver of premium.
  4. Vision Insurance as in 4, of Plan I, above.
- E. Long-term disability insurance (66-2/3%), Plan I, 90 calendar days modified fill, \$2,500 maximum, no freeze on offsets, alcoholism/drug addiction 2 year, mental/nervous same as other illness) shall be provided as part of Plan I and II. The employees shall pay 50% of the premium cost.

- F. Board paid insurances shall be provided through MESSA Pac the first year of this Agreement. Effective July 1, 1992 the Board shall have the right to change insurance carriers, provided (i) 60 days' advance notice is given to the Association, (ii) the coverage and benefits shall be comparable to those of Plans I and II above. If the Board exercises its right to change insurance carriers, the specifications to be bid will be taken from the current benefit plan of the current carrier, and any bidding may only be done with third party insurance carriers and may not involve any self-funded third party administrative plan except for vision insurance.
- G. The terms of any contract or policy issued by an insurance company shall be controlling as to all benefits, eligibility, termination of coverage and other matters. The Board, by payment of the premium payments required to provide the insurance coverage, shall be relieved from any and all liability with respect to the benefits provided by the insurance. The failure of an insurance company to provide any of the benefits for which it has contracted shall not result in any liability to the Board or Union, nor shall such failure be considered a breach of any obligation by either of them. Disputes between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established by this agreement. The insurance benefits provided by this Article shall not begin until the employee has properly completed the necessary forms required by the insurance company and until the employee has been accepted for enrollment by the insurance carrier.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1991 and shall continue in effective until the 30th day of June, 1994.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on this 27th day of August, 1991.

UNION

By Brian D. Kelly  
President

By Dennis J. Kelly  
Secretary

By John A. ...  
Chief Negotiator

EMPLOYER

W. M. Howard  
President

Guarav B. Hatz  
Secretary

Linda Tortorice  
Chief Negotiator

APPENDIX A

EVALUATION FORM  
Classified Staff

Jackson County Intermediate School District

Name \_\_\_\_\_ Position \_\_\_\_\_

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Key - Any area marked "Needs Improvement" or "Exceeds Expectations" must be expanded upon under Comments section.

- E = Exceeds Expectations
- G = Good
- D = Developmental
- NI = Needs Improvement
- NA = Not Applicable

I. Effective in position

- |                                                                                             |   |   |   |    |    |
|---------------------------------------------------------------------------------------------|---|---|---|----|----|
| a. Understands job role and responsibilities as they relate to the organizational structure | E | G | D | NI | NA |
| b. Demonstrates technical knowledge/skills necessary to accomplish job.                     | E | G | D | NI | NA |
| c. Performs assigned duties efficiently.                                                    | E | G | D | NI | NA |
| d. Quality of work.                                                                         | E | G | D | NI | NA |
| e. Demonstrates good judgment.                                                              | E | G | D | NI | NA |
| f. Demonstrates organizational skills.                                                      | E | G | D | NI | NA |
| g. Makes good use of time.                                                                  | E | G | D | NA | NI |
| h. Demonstrates the ability to work under pressure.                                         | E | G | D | NI | NA |

COMMENTS:

II. Personal Qualities

Demonstrates:

- |                |   |   |   |    |    |
|----------------|---|---|---|----|----|
| a. Enthusiasm  | E | G | D | NI | NA |
| b. Flexibility | E | G | D | NI | NA |

c. Initiative	E	G	D	NI	NA
d. Dependability	E	G	D	NI	NA
e. Confidentiality	E	G	D	NI	NA
f. Attendance/Punctuality	E	G	D	NI	NA
g. Support for staff and ISD	E	G	D	NI	NA
h. A willingness to accept suggestions	E	G	D	NI	NA
i. Effective communication skills:					
1. Develops positive relationships with others	E	G	D	NI	NA
2. Uses tact and consideration	E	G	D	NI	NA
3. Gains confidence and respect	E	G	D	NI	NA

COMMENTS:

III. Professional Development

a. Continues to acquire job-related knowledge	E	G	D	NI	NA
b. Continues to seek better way to do job	E	G	D	NI	NA
c. Takes advantage of opportunities for professional growth, i.e., inservice training, courses, individual study	E	G	D	NI	NA

COMMENTS:

Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

Staff Member: \_\_\_\_\_

Date: \_\_\_\_\_

Original: Employee's Personnel File

Copy: Staff Member

APPENDIX B

CLASSIFICATION AND PAY GRADES

Level 1	Media Aide
Level 2	Custodian I Receptionist Delivery Driver Bindery Operator
Level 3	Career Search Center Aide Custodian II Media Production Technician
Level 4	Accounts Payable Clerk Bus Dispatcher Circulation Control Librarian Cook Secretary I Head Custodian Maintenance I
Level 5	Accounts Receivable/Tax Consultant Computer Services Consultant Graphics Technician Press Operator Secretary II Warehouse Coordinator
Level 6	Maintenance II Secretary III

APPENDIX B-1

5.9% Increase

1991-92 SALARY SCHEDULE  
CLASSIFIED STAFF

	1	2	3	4	5	6	7	8	9
1.	\$7.92	\$8.23	\$8.58	\$8.90	\$9.29	\$9.63	\$10.03	\$10.45	\$10.83
2.	8.90	9.29	9.63	10.03	10.45	10.83	11.28	11.70	12.19
3.	9.29	9.63	10.03	10.45	10.83	11.28	11.70	12.19	12.69
4.	10.03	10.45	10.83	11.28	11.70	12.19	12.69	13.17	13.71
5.	10.45	10.83	11.28	11.70	12.19	12.69	13.17	13.71	14.26
6.	10.83	11.28	11.70	12.19	12.69	13.17	13.71	14.26	14.85



APPENDIX B-2

6.0% Increase

1992-93 SALARY SCHEDULE  
CLASSIFIED STAFF

	1	2	3	4	5	6	7	8	9
1.	\$8.40	\$8.72	\$9.09	\$9.43	\$9.85	\$10.21	\$10.63	\$11.08	\$11.48
2.	9.43	9.85	10.21	10.63	11.08	11.48	11.96	12.40	12.92
3.	9.85	10.21	10.63	11.08	11.48	11.96	12.40	12.92	13.45
4.	10.63	11.08	11.48	11.96	12.40	12.92	13.45	13.96	14.53
5.	11.08	11.48	11.96	12.40	12.92	13.45	13.96	14.53	15.12
6.	11.48	11.96	12.40	12.92	13.45	13.96	14.53	15.12	15.74

APPENDIX B-3

6.1% Increase

1993-94 SALARY SCHEDULE  
CLASSIFIED STAFF

	1	2	3	4	5	6	7	8	9
1.	\$8.91	\$9.25	\$9.64	\$10.01	\$10.45	\$10.83	\$11.28	\$11.76	\$12.18
2.	10.01	10.45	10.83	11.28	11.76	12.18	12.69	13.16	13.71
3.	10.45	10.83	11.28	11.76	12.18	12.69	13.16	13.71	14.27
4.	11.28	11.76	12.18	12.69	13.16	13.71	14.27	14.81	15.42
5.	11.76	12.18	12.69	13.16	13.71	14.27	14.81	15.42	16.04
6.	12.18	12.69	13.16	13.71	14.27	14.81	15.42	16.04	16.70

APPENDIX B-4

Longevity. Bargaining unit members shall receive an annual longevity payment of an additional Two Hundred Dollars (\$200) after 15 years or more of service. Half or part-time service shall be prorated for purposes of salary for longevity. For purpose of this section, any unpaid leave granted by the Employer shall not be used to compute longevity benefits. However, all other years of service will be counted. Longevity payment will be made to employees in a lump sum in the past paycheck in February.

LETTER OF UNDERSTANDING

August, 1991

Dear Mr. Kelley:

During the 1991 negotiations, the ESPA has expressed a concern for reprisals directed towards employees because of claims or complaints pursued through the grievance procedure.

The District does not support reprisals arising from employees' involvement in grievance. We are interested in being informed of any such situation so that it may be addressed. Employees are encouraged to discuss these situations with their supervisor, their Division Director, and/or the Director of Human Resources. If it cannot be satisfactorily resolved at this level, then the situation may be presented to the Superintendent.

The District feels it is in the best interest of its employees and the District for employees to express their concerns to their supervisor, their Division Director, or the Director of Human Resources and we hope that employees will continue to take advantage of this informal and effective method of problem solving.

Respectfully,



Linda J. Tortorice  
Director of Human Resources/Legal Counsel



