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**KANSAS CITY**  
PUBLIC SCHOOLS



**COLLECTIVE BARGAINING AGREEMENT  
FOR CLASSIFIED PERSONNEL**

**2017 – 2020  
As Amended for 2018-19**

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**ARTICLE I. TERM OF THE AGREEMENT**

- A.** The term of this Agreement shall remain in effect until June 30, 2020, unless a new agreement has not been reached between the parties. In such case, the terms of this Agreement will remain in effect until a new agreement has been reached or impasse declared. All language in this Agreement shall remain as written in the Agreement for those years. The parties will make every effort to reach a new agreement before the expiration date on June 30, 2020.
- B.** On the fourth Friday in January 2020, the representatives of Kansas City Federation of Teachers and School-Related Personnel (KCFT & SRP) and Kansas City Public Schools (KCPS) Administration will meet at a mutually agreed upon location to exchange discussion packages. The discussion of items shall begin the first Tuesday in February.
- C.** Beginning on the first Tuesday in February 2020, KCFT & SRP and KCPS Administration agree to first discuss the items that contain the same language in the two (2) Collective Bargaining Agreements (CBAs) for the Units represented by KCFT & SRP (patterned bargaining). Negotiations for Classified will begin on the first Tuesday after agreement has been reached on the items contained in both KCFT & SRP CBAs. The dates, times, and places of discussion sessions shall be determined by mutual consent of KCFT & SRP's representatives and KCPS Administration's representatives.
- D.** In those years in which discussions are not scheduled, the only items that can be discussed are salaries and benefits, specifically health, life and dental insurances, and one non-budgetary item, unless another is mutually agreed upon from each respective party. These discussions will follow the same schedule for exchange of packages and discussion of items, unless another schedule is mutually agreed upon by representatives of KCFT & SRP and KCPS Administration.

**ARTICLE II. UNION AND MANAGEMENT RIGHTS**

**A. RIGHTS OF ORGANIZATIONAL ASSOCIATION**

- 1) The KCPS Board of Directors recognizes the rights of employees in the Classified Unit.
- 2) To associate with such legal and recognized labor, social and fraternal organizations as they desire.
- 3) To be free from discrimination in personnel practices because of their membership in unions or other employee organizations.

**B. RECOGNITION**

- 1) The KCFT & SRP hereinafter known as "KCFT & SRP", shall be recognized as the exclusive agent for full-time and part-time, non-certified education employees (Paraprofessionals and Nurses, Security Officers and Dispatchers; Secretarial/Clerical Employees; and Professional/Technical Employees) employed by Kansas City Public Schools, hereinafter "KCPS." Such recognition shall continue until decertification or change in certification pursuant to Missouri State Board of Mediation Rules and Regulations.
- 2) Non-Discrimination – No KCPS employee, nor any department or division of KCPS, shall discriminate against any employee of KCPS on account of race, creed, color, national origin, sex, sexual orientation, gender identity, age, marital status, religion, veteran status, disability, or membership in, or association with, any labor

organization with respect to employment, assignment, transfer, promotion, demotion, layoff, recall, discipline, termination or any other term or condition of employment.

- 3) The KCFT & SRP shall represent and admit persons to membership without discrimination on account of race, creed, color, national origin, sex, sexual orientation, gender identity, age, marital status, religion, veteran status, or disability.

#### **C. INFORMATION TO EXCLUSIVE REPRESENTATIVE**

- 1) KCPS will make available at appropriate times, upon request by KCFT & SRP, for the purpose of fulfilling its function as such representative, all available and existing reports, information and statistics pertinent to the welfare of the Unit's membership. In no case will KCPS provide information that violates an individual employee's legal right to privacy, or which is otherwise protected by law.

#### **D. MANAGEMENT RIGHTS CLAUSE**

- 1) Nothing in the Agreement shall be interpreted as a waiver by KCPS of its rights and responsibilities to create and maintain schools that serve its constituency. In that regard, the general intent of this Agreement is to establish terms and conditions of employment between KCPS and KCFT & SRP. Accordingly, KCPS, on its own behalf and that of the voters in the district of KCPS, retains and reserves the following duties.
- 2) Exercising, according to law, the executive management and administrative control of KCPS and all of its properties, facilities, equipment and the activities of its employees during work hours.
- 3) Adopting policies, rules and regulations in accordance with the executive management and administrative control of KCPS.
- 4) Managing and controlling all fiscal affairs of KCPS.
- 5) Determining the number and location or relocation of its facilities, including the establishment and/or locations of new schools, buildings, or departments, and the relocation or closing of schools, offices, departments, buildings or other facilities.
- 6) Determining the type and quantity of supportive services, including all supplies and equipment necessary to operate KCPS and to establish the procedures necessary to manage and control the operation of KCPS.
- 7) Determining employees' qualifications, establishing hiring procedures, and hiring all employees, determining employees' assignments and the condition of their continued employment, dismissal or promotion.
- 8) Determining job content and providing timely notice of any changes in job content to employees.
- 9) Determining the size of the management organization and its function.
- 10) Approving in-service training activities for employees.
- 11) Establishing and conducting an evaluation program to determine the effectiveness and competence of all KCPS employees.
- 12) Determining staffing allocations for all schools, departments and KCPS operations.
- 13) Any terms, procedures, policies or limitations not specifically articulated in the Agreement(s) shall be left to the discretion of KCPS Administration for interpretation and enforcement.

- a) It is understood and agreed that the KCPS Board of Education possesses the sole right to operate KCPS and that all management rights repose in it, but that such rights shall be exercised consistently with the provisions of this Agreement.

#### **E. UNION COMMUNICATION**

- 1) KCPS authorizes KCFT & SRP to use one bulletin board per building site, designated for union information, in an area not readily accessible to students. If such a site is not available, the building administrator and the KCFT & SRP union representative shall mutually agree upon an alternate location.
- 2) The on-site KCFT & SRP representative will be responsible for maintaining the KCFT & SRP bulletin board.
- 3) KCFT & SRP communications may also be placed in the employee pickup boxes, subject to Board Policy and Administrative Policy.

#### **F. EMPLOYEES' DISCUSSIONS – GUIDELINES**

- 1) Site Visits - KCFT & SRP representatives may visit work sites before and after work hours, or during lunch periods. KCFT & SRP representatives shall report to the administrator in charge upon entering a work site. In the event the building administrator is not available at a school location, the KCFT & SRP representative shall report to the administrative office. KCFT & SRP representatives shall follow the site procedures for visitors by signing in at the office and/or security desk, or any other such reasonable procedures.

#### **G. RELEASE TIME FOR KCFT & SRP DISCUSSION TEAM MEMBERS**

- 1) Individuals employed by KCPS and chosen by the recognized majority representative to represent members of the Unit in discussions with representatives of KCPS shall be given release time from their duties as employees of KCPS to participate in these discussions within prescribed limits and timetables to be worked out by mutual consent of KCFT & SRP and KCPS Administration.

#### **H. DEDUCTION OF DUES FOR MEMBERSHIP IN KCFT & SRP**

- 1) This section applies to employees not enrolled in the Union's ACH withdrawal program.
- 2) Deduction of dues for membership in KCFT & SRP shall be allowed subject to the following conditions:
  - a) Each authorization for dues deduction shall be in writing, on a form approved by the Human Resources Department and signed by the employee.
  - b) An authorization to begin dues deduction shall be received in the Payroll Department at least thirty (30) days prior to the date of the first deduction.
  - c) Employees must contact KCFT & SRP prior to contacting the Payroll Department to cancel their membership dues and the deduction for same. No deductions for KCFT & SRP dues will be canceled between April 15 and August 15 of each year. Dues deductions for an individual employee shall be canceled within thirty (30) days of receipt by the Payroll Department by a written request for such cancelation signed by the employee.
  - d) No more than one deduction of dues for organization membership shall be made for any employee.

- 3) No deductions of dues shall be made until:
  - a) Formal application for dues deduction has been filed by the organization.
  - b) The organization has submitted a minimum of one hundred (100) individual authorizations or a number of authorizations equal to ten percent (10%) of the people eligible for membership, whichever is greater or approved by the Board.
  - c) The organization executes an agreement, satisfactory to KCPS, to hold KCPS and the Board and its agents and employees, harmless for the consequences of deducting such membership dues.
- 4) Membership dues shall be forwarded to the appropriate employee organization within ten (10) days after deduction.

#### **I. EMPLOYEES' SPECIAL DEDUCTION**

- 1) Employees may volunteer to have a sum deducted from each paycheck to be used by KCFT & SRP for reasons which it may specify if the following criteria are met:
  - a) At least one hundred (100) persons voluntarily request such a deduction.
  - b) The deduction request is on a form supplied by KCPS.
  - c) The deduction must be separate from regular dues deduction.
  - d) Such deducted amounts will be forwarded to KCFT & SRP within ten (10) days after deduction.

#### **J. PUBLICATION OF THE COLLECTIVE BARGAINING AGREEMENT (CBA) FOR CLASSIFIED EMPLOYEES**

- 1) KCPS and the KCFT & SRP will post the CBA on their respective websites.

#### **K. PARKING SPACE FOR KCFT & SRP REPRESENTATIVE**

- 1) KCPS shall provide one (1) reserved parking space for the KCFT & SRP Representative at the Board of Education building at no cost. Continued use of the space will be subject to all the rules and regulations applying to employees using the facilities.

#### **L. NEW POLICIES AFFECTING UNIT MEMBERS**

- 1) Copies of all new policies and/or procedures affecting the employment or working conditions of members of the Unit shall be provided to all members via the website for the Unit within thirty (30) days of approval.

### **ARTICLE III. LABOR-MANAGEMENT COLLABORATION**

#### **A. AREAS OF COLLABORATION**

- 1) KCPS and KCFT & SRP agree to collaborate in a respectful manner to address common issues, resolve problems, and identify opportunities for improvement. In addition, they will propose and evaluate solutions and work cooperatively in an effort to agree on recommendations
- 2) KCPS and KCFT & SRP agree that it is in their mutual interest to be involved in a collaborative process in the following areas:
  - a) The strategic direction of KCPS;

- b) Training and professional development;
  - c) Performance evaluation;
  - d) Local school governance;
  - e) Dispute resolution; and
  - f) Employees' benefits programs.
- 3) It is the intention of KCPS and KCFT & SRP to explore and tailor a collaborative framework that supports the mission to provide a quality education for all children. Representatives from KCPS and KCFT & SRP shall establish a regular meeting schedule to begin this collaboration.

## **B. COLLABORATION COMMITTEES**

- 1) KCPS and KCFT & SRP will convene ad-hoc committees as needed to address a specific issue. All committee members will participate on a voluntary basis. Every effort will be made to schedule all committee meetings outside of instructional time.
- 2) Committee on Discipline Enforcement (CODE)
  - a) Provide an annual review of the Code of Student Conduct and make recommendations for implementation and consistent application throughout the district to the Student Discipline Attorney and/or Superintendent no later than March 30<sup>th</sup>. All other reviews shall be executed to ensure compliance with city, state and federal regulations.
  - b) Examine recommendations from the Faculty Advisory Committees on discipline concerns.
  - c) Investigate complaints concerning non-implementation or non-compliance with the Code of Student Conduct and report on such complaints to the Superintendent.
  - d) Changes in the Code of Student Conduct shall be completed by the beginning of each school year.
  - e) The CODE shall consist of ten (10) members; five (5) members each appointed by the KCFT & SRP and KCPS. At least three (3) of the members appointed by KCPS should be site-based administrators representing all grade levels. At least two (2) of the members appointed by KCFT & SRP shall be teachers.
- 3) Faculty Advisory Committee
  - a) Each school, if a majority of instructional staff so desires, shall have a Faculty Advisory Committee elected by members of the instructional staff. This committee shall include a representative from the Classified Unit(s).
  - b) The elections for Faculty Advisory Committee members shall be no later than September 15. The term of office for the members shall be one (1) year. The size of the Faculty Advisory Committee shall be no less than five (5) members.
  - c) The function of the Faculty Advisory Committee shall be as indicated in the Certified Employee CBA.
- 4) Employees' Insurance Committee
  - a) The Employees' Insurance Committee will have the opportunity to participate in the discussions concerning health, dental and vision insurance products. The Employees' Insurance Committee will examine basic products and coverage made available by the Benefits Department.
  - b) KCPS will develop and submit Requests for Proposals (RFP) to vendors for employee benefits and the Employees' Insurance Committee will be involved in reviewing the proposals received relative to the RFP.



- c) The Employees' Insurance Committee will participate in monthly insurance update meetings.

### **C. JOINT TRAINING ON THE COLLECTIVE BARGAINING AGREEMENT**

- 1) KCFT & SRP AND KCPS will jointly train all site-based administrators and all personnel responsible for the administration of the Collective Bargaining Agreement. This training will take place in August or September of each year unless both parties agree to extend the date for the training. The purpose of this training is to ensure that all parties are made aware of the provision in the CBA. KCFT & SRP and KCPS will jointly agree on the training team.

### **D. MONTHLY DISCUSSION MEETINGS**

- 1) In order to provide continuous cooperation between KCFT & SRP and KCPS, representatives of all parties may, at the request of either party, meet on a mutually agreeable day each month during the regular school year at a time convenient to both parties. The purpose of these meetings shall be to review the administration of the Collective Bargaining Agreement and to resolve problems that may arise pertaining thereto. Matters not specifically covered by the CBA, but of common concern, shall be subject to informal discussions upon the request of either party. The parties agree to cooperate in arranging a special or emergency meeting to ensure prompt actions in emergency situations.

### **E. PERFORMANCE ASSESSMENT ADVISORY COMMITTEE – When needed**

- 1) The development of a new Performance Assessment for each of the Units represented by KCFT & SRP will allow for the establishment of a Performance Assessment Advisory Committee for each respective Unit. KCPS and KCFT & SRP will each designate an equal number of members to serve on this committee. The members shall be identified one (1) month prior to the initial meeting.

## **ARTICLE IV. GENERAL PROVISIONS**

### **A. DISCIPLINE AND PRIVACY OF EMPLOYEES**

- 1) The right of management to reprimand employees shall not be abrogated. However, oral criticisms or reprimands shall be handled in a private and professional manner.
- 2) Before any employee is called in by an administrator or supervisor for formal disciplinary action of a serious nature that would result in at least a written reprimand, the employee shall be given the opportunity to arrange for the presence of a representative.

### **B. EMPLOYEE MEETINGS**

- 1) Subject to notification to the building supervisor of not less than twenty-four (24) hours, employees may schedule meetings with other building staff and/or KCFT & SRP representatives in the buildings to which they are assigned, provided that such meetings shall not be held before 6:30am or later than 5:30pm and are subject to previously scheduled school or professional activities. All other building usage by

employees shall be subject to Board Policy relating to use of KCPS property by members of the public.

- 2) KCFT & SRP will be allowed to use a suitable KCPS building/room for meetings and professional development without cost, upon reasonable request and subject to availability. Meeting will be scheduled with the office of Curriculum and Instruction or Facilities.

### **C. INCLEMENT WEATHER/EMERGENCIES**

- 1) On days that schools are closed due to extreme weather conditions or emergencies, the administration will make every reasonable effort to notify employees of the closing by 5:15a.m. The district will first post the closing on the district web page and then, notify the radio and television stations of the closing. The robocall phone contact system used by the district for school closings will be programmed so that employees of early start schools will be notified first.
- 2) Except for early release of schools due to inclement weather, school closings will be for a full school day.
- 3) Less than twelve (12) month employees who work at school sites that are closed due to inclement weather conditions or emergencies:
  - a) Shall not report to work. Employees have the option of taking an entitlement day.
  - b) Shall make up the missed days at the end of the school year, and
  - c) Shall be paid for the missed days when they are made up; and
  - d) Shall not receive compensation for the inclement weather/emergency days but may use any available vacation/PTO time in order to be paid for the period the schools are closed.
  - e) In the event school is canceled after employees show up for work they shall receive two hours pay.
- 4) Twelve (12) month employees who work at school sites (including all CTE employees regardless of site location) that are closed due to inclement weather conditions or emergencies:
  - a) Shall not report to work, unless employed as a security officer, and
  - b) Security officers shall report at the regular start time unless a delayed start time is communicated by their supervisor, and
  - c) Shall not receive compensation for the inclement weather/emergency days but may use any available vacation/PTO time in order to be paid for the period the schools are closed.
  - d) In the event school is canceled after employees show up for work they shall receive two hours pay.
- 5) Twelve (12) month employees who work at departments/sites other than a school:
  - a) Shall report to work at the regular start time unless notified by their supervisor at the direction of the superintendent, however if these employees are directed to not report to work, they shall not receive compensation for the inclement weather/emergency days when notified not to report to the work site, but may use any available vacation/PTO time in order to be paid for the period KCPS is closed; and
  - b) This provision shall apply to all KCPS employees whether hourly or exempt.
  - c) In the event school is canceled after employees show up for work, they shall receive two hours show-up pay.

### **D. PERSONNEL RECORDS**

- 1) A central personnel record shall be kept for each employee of KCPS. Except for confidential reference documents, an employee shall have access to items in his/her own personnel records. A record of employment and termination shall be maintained for all current, resigned, separated and retired employees, including information deemed essential by Administration.
- 2) Provisions shall be made to assure privacy of personnel records and to protect the records from examination for other than legitimate purposes. A copy of any material that relates to activities during employment by KCPS placed in an employee's central personnel record shall be transmitted to the employee at the time of insertion in the record.
- 3) Members of the Board of Directors shall not have access to an employee's personnel record except on action of the Board of Directors.

#### **E. SENIORITY**

- 1) Seniority (length of service) shall be defined as the number of consecutive days of employment with KCPS. Such number shall include days of authorized absences. If an employee passes their probationary date, their seniority will be retroactive to their first day of actual work for KCPS.

#### **F. SOCIAL ACTIVITIES, INDIVIDUAL CONDUCT AND DRESS**

- 1) An individual's social activities, conduct and dress should be a personal matter, however, maintaining a positive learning environment requires a certain level of professionalism and decorum at all times throughout the school day. KCPS personnel are encouraged to dress professionally in order to present the appropriate role model for students, parents and community, as well as promote a professional atmosphere in our schools and workplace. Each employee should have freedom to express their individuality so long as they do not intrude upon and/or endanger the freedom of others.
- 2) Professional dress at KCPS shall be worn whenever school is in session for students, and at all times when an employee is on duty, and will be defined as attire that is appropriate for the specific position of the employment and in general terms shall be described as business casual.
- 3) Business casual is defined as:
  - a) Slacks, pants, and suit pants – slacks that are similar to Dockers and other makers of cotton or synthetic material pants, wool pants, capris and nice looking dress synthetic pants are acceptable. Knee-length shorts may only be worn if staff is participating in an outdoor school-sponsored event.
  - b) Skirts, dresses and skirted suits – reasonable length casual dresses and skirts, and skirts that are split at or below the knee are acceptable.
  - c) Shirts, tops, blouses and jackets – casual shirts, dress shirts, sweaters, golf-type shirts with collars and turtlenecks are acceptable attire for work. Most suit jackets or sport jackets are also acceptable attire.
  - d) Shoes and footwear – conservative athletic or walking shoes, sandals, loafers, clogs, sneakers, boots, flats, dress heels and leather deck-type shoes are acceptable for work.
  - e) Attire such as gym clothes (unless specific to employment position) miniskirts, tee shirts, beachwear (including flip-flop shoes) see-through clothing, halter tops or blouses which expose the midriff area, backless sun dresses and tight-fitting

athletic wear or leggings worn together with oversized tee shirts or sweaters are not acceptable. Denim fabric may be worn as long as it is not in the form of overalls, coverall or blue jeans.

- f) Deviations from the above dress code shall be based on the needs of a particular sub-Unit and shall be at the direction of the supervisor. Employees shall be informed of any deviations from the above dress code at least two (2) weeks prior to the beginning of the school year.
- g) Fridays will be designated as casual dress day. Neat and clean blue jeans may be worn along with a shirt/top as described above or a KCPS district, AFT, KCPS school-specific shirt/top.

#### **G. UNSAFE OR HAZARDOUS CONDITIONS**

- 1) Employees shall report unsafe or hazardous conditions to their building administrator or immediate supervisor. The concern will be assessed by appropriate KCPS staff to identify the source and/or extent of the condition.
- 2) Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks that endanger their safety. Once the hazard has been resolved and/or removed, staff is required to return to their normal work assignments.
- 3) Security officers will perform their duties per their KCPS job description. All newly hired security officers will have the equipment and uniforms required by the jobs within the first 60 days of hire. Documentation will be provided to the officer to show that the orders were made during the first week by the end of that week. Exceptions will be made if necessary orders were made within the first week of hiring and delays are caused by a vendor.

#### **H. ADDITIONAL SECURITY PROVISIONS: SECURITY POLICY & PROCEDURES MANUAL**

- 1) A district/union committee will be established to review and revise the current Security Policy and Procedures Manual. The committee will have their first meeting before August 1, 2017. When the document is complete, it will be presented to the Board for approval.

#### **I. TRANSLATING DUTIES**

##### **a. ALL CLASSIFIED EMPLOYEES (EXCEPT ESL PARAPROFESSIONALS)**

- i. Except in cases of emergency, when a translator is not available, or the ESL office cannot be contacted, classified employees shall not be pulled from their normal duties to translate or interpret documents.
- ii. In those cases, mentioned above where school personnel may need assistance with translator services, the ESL office or a translator will be contacted before a classified employee is pulled from their normal duty.
- iii. If the classified employee is removed from their normal duty for more than one hour to provide translating services, that employee shall be paid at the rate of \$12.50 an hour, in addition to his/her regular rate of pay, for the period of time such employee is removed from their normal duty.

##### **b. ESL PARAPROFESSIONALS**

- i. ESL paraprofessionals will not translate for more than two (2) hours without a fifteen (15) minute break unless it interferes with testing.

- ii. ESL paraprofessionals will be placed on a separate salary schedule. The schedule will reflect a minimum of a \$.25 per hour increase over the instructional paraprofessional salary.
- iii. The salary schedule will have eighteen (18) steps.

**I. SAFETY PLAN**

- 1) Each work site to which members of the Classified Employees' Unit are regularly assigned shall be provided comprehensive safety and crisis information, as aligned with KCPS's Emergency Preparedness Plan from the site manager.

**J. TRANSPORTATION OF EQUIPMENT**

- 1) To assist with transportation of equipment such as computers, KCPS will assign a vehicle to the Information Technology technicians.

**K. SUMMER SCHOOL PROVISIONS**

- 1) Assignments
  - a) Information regarding summer school employment opportunities and application procedure shall be made available to all employees on the same date. Employees on professional improvement plans or rated overall as "emerging" on the summative evaluation are not eligible to apply to summer school.
  - b) Summer school opportunities will be posted. Summer school principals will hire according to the needs of students and building priorities.
  - c) All assignments will be based upon the qualifications required for the particular positions being staffed. In cases where requirements are met by a number of individuals, assignments will be rotated on an equitable basis.
  - d) Missouri Option Instructors will have first choice in selecting Missouri Option summer school positions.
- 2) Summer School Compensation
  - a) Pay for such assignments shall be the regular hourly rate of pay.
  - b) MO Option Instructors will be paid 5% more than the base rate used by the summer school partner program.
- 3) Summer school substitution and compensation
  - a) KCPS will make every effort to staff the summer school session with qualified teachers. However, in emergency situations where class coverage is needed for a teacher's absence, and the Human Resources Substitute Office and/or Kelly Services are unable to provide a regular substitute, KCPS agrees that paraprofessionals may be assigned and receive extra compensation based on the current Emergency Substitute Rate for paraprofessionals.

**ARTICLE V. WORKING CONDITIONS AND RELATED POLICIES**

**A. WORKDAY FOR UNIT EMPLOYEES**

- 1) Parameters for Breaks: Hourly employees who are provided with two (2) fifteen minute breaks will adhere to the following guidelines
  - a) Breaks are intended to be taken as one in the morning and one in the afternoon.
  - b) Breaks shall be scheduled with the Administration/supervisor and shall be consistent with the school's instructional and safety needs.

- c) If an employee misses a paid break, the employee should notify his/her principal/supervisor by the end of the day/shift. At the time of notification, the employee and principal/supervisor will reschedule the break for a mutually agreed time, on the same day if possible.
  - d) Employees are to remain on the campus for all paid breaks.
  - e) Paid breaks may only be combined with an unpaid/paid lunch period when it becomes programmatically necessary to meet the needs of the students and with the consent of the employees' supervisor.
  - f) Paid breaks will not be used to leave the worksite "early" or report to work "late."
- 2) Hourly Employees who are scheduled to have a duty-free lunch period will adhere to the following guidelines.
- a) The employee shall have a thirty (30) minute duty-free lunch period.
  - b) Employees who leave the building for lunch must sign out and back in at the office.
  - c) Employees who miss lunch due to extenuating circumstances approved by his/her supervisor will be paid for the time worked.
- 3) School-Based Employees
- a) **Secretaries and Hourly Professional Techs:** The regular workday shall be seven and one-half (7.5) hours. Not included in the seven and one-half (7.5) hours is a thirty (30) minute, unpaid, duty-free lunch period, and two fifteen (15) minute paid breaks, one in the morning and one in the afternoon. Breaks shall be scheduled with the Administration and shall be consistent with the school's instructional needs.
    - i) Members of the Professional Technical Unit shall receive the necessary training and/or certifications specific to their job duties to effectively and efficiently install, maintain, repair and upgrade KCPS software and equipment. This should take place prior to any deployments of new software and/or equipment in order for the members of the Professional Technical Unit to be responsive to the needs of KCPS.
    - ii) Call in and out procedures
      - (1) Call 816-418-7464 daily to check in and out for the day. In the event the voice mail is full, email notification will be accepted
      - (2) If you will be out for the day, send an email notification to the current Lead Client Service Analyst TA and the Helpdesk (helpdesk@kcpublicschools.org) Also, include the reason; vacation, PTO or delayed start or end time.
    - iii) No member of the Professional Technical Unit will be responsible for transporting equipment in their own vehicles.
    - iv) Current professional technical employees receiving the educational stipend will be grandfathered in and continue to receive the stipend. No additional stipend will be issued.
  - b) **Paraprofessionals:** The regular workday shall be seven and one-half (7.5) hours. Included in the seven and one-half (7.5) hours is a thirty (30) minute, unpaid, duty-free lunch period. Classified employees shall take two fifteen (15) minute paid breaks, one in the morning and one in the afternoon. Breaks shall be scheduled with the Administration and shall be consistent with the school's instructional needs.
    - i) KCPS will orient paraprofessionals to the general objectives of KCPS and to their specific assigned duties.

- ii) Paraprofessionals assigned to classrooms shall assist the teacher in activities assigned by and under the direct supervision of the classroom teacher. Direct supervision by the teacher shall include classroom, lunchroom and recess activities, and the appropriate adult/pupil ratio shall be maintained at such times.
  - iii) Subject to the approval of the principal, each instructional paraprofessional, in collaboration with the teacher, shall develop a daily written work schedule clearly identifying reinforcement strategies in working with students for academic growth.
  - iv) Portions of the workday not designated for particular use in this policy shall be designated by the principal.
  - v) Paraprofessionals shall report directly to the classroom teacher or director of the program to which they are assigned. In addition, all employees in a specific building shall report to the building principal.
  - vi) Except in cases of emergency, employees in the Paraprofessional Unit shall not be required to take the place of a secretary in the performance of the secretary's regular duties.
- c) **Nurses:** The regular workday shall be eight (8) hours. Included in the eight (8) hours is a thirty (30) minute, unpaid duty-free lunch period. Classified employees shall take two fifteen (15) minute paid breaks, one in the morning and one in the afternoon. Breaks shall be scheduled with the Administration and shall be consistent with the school's instructional needs. Employees are to remain on campus during the paid break times and breaks are not to be combined with lunch. As a general rule, nurses shall have a thirty (30) minute planning period daily during non-student school hours.
- i) KCPS will orient nurses to the general objectives of KCPS and to their specific assigned duties.
  - ii) The nurses shall have one and one half (1.5) days during the week in which they report to work for preparation of health centers in each assigned KCPS location at the beginning of the school year. The specific days shall be designated by KCPS and each location will utilize the same day.
  - iii) Nurses will receive payment for required attendance at faculty meeting or any related assembly held after or before the regular workday. Hourly paid employees will receive their hourly rate of pay, and salaried employees will receive the stipend amount listed on the Extra Pay Assignment Schedule.
  - iv) The school nurse will only be required to assist in diaper changing if the student requires a medical procedure, and this is supported by a documented doctor's order or is included in an IEP and/or 504 plan.
  - v) Every nurse will have a working computer in his/her office.
  - vi) KCPS and KCFT & SRP recognize the importance of nurses in meeting the health and medical needs of students. Every effort will be made to provide a designated parking space at each school for the nurse.
  - vii) Except in cases of emergency, nurses shall not be required to take the place of a secretary in the performance of the secretary's regular duties.
  - viii) Nurses shall be in their offices except when needed elsewhere for emergencies or during breaks and lunch unless available by radio.
  - ix) Nurses may be asked to cover other schools when the medical needs of a student require the skills of a nurse, and the regular nurse is not available.
  - x) PTO forms must be submitted to both the building supervisor and Manager of Nursing so adequate coverage for the medical needs of students can be planned accordingly.

- xi) Daily real-time charting in Tyler (or other supported KCPS e-system) is expected.
- d) Head Start Family Advocates**
  - i) The regular workday for Head Start Family Advocates shall be eight (8) hours Monday through Friday. Included in the eight (8) hours is a thirty (30) minute, unpaid duty-free lunch period. Classified employees shall take two fifteen (15) minute paid breaks, one in the morning and one in the afternoon. Breaks shall be scheduled with the Administration and shall be consistent with the school's instructional needs.
  - ii) Family Advocates may be needed at evening or weekend special events. On these occasions, the workday may be flexed to meet the needs of our families.
  - iii) Family Advocates will be moved from 12 month employees to 10.5 month employees with 225 days of employment.
- e) Head Start Medical Assistants**
  - i) The regular workday for Head Start Medical Assistants shall be eight (8) hours Monday through Friday. Included in the eight (8) hours is a thirty (30) minute, unpaid duty-free lunch period. Classified employees shall take two fifteen (15) minute paid breaks, one in the morning and one in the afternoon. Breaks shall be scheduled with the Administration and shall be consistent with the school's instructional needs.
  - ii) For the 2017-18 School Year, Head Start Medical Assistants will be moved from 12 month employees to 10.5 month employees with 225 days of employment.
- f) Head Start Secretaries**
  - i) The regular workday for Head Start Secretaries shall be seven and one-half (7.5) hours Monday through Friday. Not included in the seven and one-half (7.5) hours is a thirty (30) minute, unpaid, duty-free lunch period, and two fifteen (15) minute paid breaks, one in the morning and one in the afternoon. Breaks shall be scheduled with Administration and shall be consistent with the school's instructional needs.
  - ii) For the 2017-18 School Year, Head Start Secretaries will be moved from 12 month employees to 10.5 month employees with 225 days of employment.
- g) Head Start Teachers and Teaching Assistants**
  - i) The regular workday for Head Start Teachers and Teaching Assistants shall be eight (8) hours, Monday through Friday. Included in the eight (8) hours is a thirty (30) minute, unpaid, duty-free lunch period.
  - ii) Head Start Teachers and Teaching Assistants will be provided two (2) fifteen (15) minute paid breaks. Breaks shall be scheduled with the Administration and shall be consistent with the school's instructional needs.
  - iii) On two (2) of the five (5) days, the lead teacher will take the later break.
  - iv) Employees are to remain on the campus for all paid breaks. Paid breaks may only be combined with an unpaid/paid lunch breaks when it becomes programmatically necessary to meet the needs of the students and with the consent of the employees' supervisor. Paid breaks will not be used to leave the worksite early.
  - v) The length of the Head Start Teachers' and Teaching Assistants' workday when students are not in attendance will be seven (7) hours which include a one (1) hour lunch break which may be taken at the end of the day if it does not conflict with planned professional development activities.



- vi) Planning Time: Teachers and Teaching Assistants will be provided with sixty (60) minutes of joint planning tie four (4) days per week, four (4) weeks per month.
- vii) Meeting Time:
  - (1) Teachers will be provided with sixty (60) minutes of meeting time one day per week, four (4) weeks per month.
  - (2) Meetings will include:
    - 1. Family Advocates (as needed)
    - 2. Professional Development Communities (twice per month)
    - 3. Mental Health/Health (as needed)
    - 4. Other topics as assigned by the Head Start Education Coordinator.
- viii) Home Visits/Parent Conferences: Teachers will offer four (4) opportunities for parents and teachers to meet and discuss their child's progress during each school year.
  - (1) Teachers will provide two (2) parent conference opportunities each school year and adhere to the KCPS district parent conference schedule and hours for fall/spring conferences. Employees will be paid for time worked to accomplish these conferences.
  - (2) Teachers offer at least two (2) home visits per program year for each family to engage the parents in the child's learning and development, except that such visits may take place at a program site or another safe location that affords privacy at the parent's request, or if a visit to the home presents significant safety hazards for staff.
    - 1. In the event a home visit cannot take place, teachers will document efforts made to connect with families for a home visit following Office of Early Learning Head Start and Early Childhood Performance Standards. The Site Supervisor, Assistant Site Supervisor, Head Start Education Coordinator or Early Childhood Education Coordinator and ECE Family Liaison will assist the classroom teacher as necessary support his/her efforts to schedule the visit.
    - 2. If student mobility in a classroom creates an undue burden in meeting the two, home visit requirement, a substitute will be provided for the Teacher and Teaching Assistant.
  - (3) Each year, dates will be established on the KCPS school calendar for parent-teacher conferences that will be followed for meeting with families.
- h) Early Learning Certified Instructors and Teaching Assistants**
  - i) Certified Early learning (Pre-K sites) Instructors shall follow the workday outlined in the certified collective bargaining unit.
  - ii) The regular workday for Classified Early Learning Teaching Assistants shall be eight and one half (8.5) hours Monday through Friday. Included in the eight and one half (8.5) hours is a thirty (30) minute, unpaid, duty-free lunch period.
  - iii) The regular workday for Pre-K Early Learning Assistants (PELAs) shall be five (5) hours, Monday through Friday. During the Lead Instructor and the Teaching Assistant lunch/break period, the PELA will be the second person in the classroom. They shall work with the Lead Instructor and the Teaching Assistants to carry out lesson plans, compile information for the DRDP through taking pictures, written observations and communication with the Instructor and Assistant.
  - iv) Classified Early Learning Teaching Assistants will be provided two (2) fifteen (15) minute paid breaks. Breaks will be scheduled in coordination with the

Coordinator of Early Learning and shall be consistent with the classroom's instructional needs.

- v) Classified Early Learning Teaching Assistants are to remain on the school campus for all paid breaks. Paid breaks may only be combined with an unpaid/lunch period when it becomes programmatically necessary to meet the needs of the students and with the consent of the Coordinator of Early Childhood. Paid breaks may not be used to leave the worksite before the end of the assigned shift.
  - vi) The length of the Classified Teaching Assistant workday when students are not in attendance will be seven (7) hours which includes a one (1) hour lunch break which may be taken at the end of the day if it does not conflict with planned professional development activities.
  - vii) Planning Time: Classified Early Learning Teaching Assistants will participate in thirty (30) minutes of planning time five (5) days per week jointly with their assigned Certified Early Learning Instructor when possible.
  - viii) Parent Conferences. Early Learning Teaching Assistants will be present and assist with two (2) parent teacher conference opportunities each school year and adhere to the KCPS District parent conference schedule and hours for fall/spring conferences and work days. If this requires additional pay, employees will complete exception-based pay forms to time worked.
- i) Early Learning Infant and Toddler Program Staff**
- i) The regular workday for the Infant and Toddler Lead Instructors and Teaching Assistants shall be eight and one half (8.5) hours, Monday through Friday. Included in the eight and one half (8.5) hours is a thirty (30) minute, unpaid duty-free lunch period resulting in eight (8) hours of paid time.
  - ii) Infant and Toddler Lead Instructors work 7:15am until 3:45pm. Two (2) fifteen (15) minute breaks will be taken with the thirty (30) minute duty-free lunch period. The first lunch/break is from 11:00am-12:00 noon. The second lunch/break is from 12:00 noon-1:00pm.
  - iii) The regular workday for Pre-K Extended Learning Assistants (PELAs) shall be five (5) hours, Monday through Friday. During the Lead Instructor and the Teaching Assistant lunch/break period, the PELA will be the second person in the classroom. They shall work with the Lead Instructor and the Teaching Assistants to carry out lesson plans, compile information for the DRDP through taking pictures, written observations and communication with the Instructor and Assistant.
  - iv) The regular workday for the Infant and Toddler Coordinator shall be eight (8) hours per day, Monday through Friday. Included in the eight (8) hours is a thirty (30) minute, unpaid, duty-free lunch period and two (2) fifteen minute breaks.
  - v) Planning time: Infant and Toddler Lead Instructors and Teaching Assistants will be provided with thirty (30) minutes of joint planning time, four days per week in the afternoon.
  - vi) Meetings and Trainings (Staffing, IFSP, DRDP, data entry, PDC)
    - (1) Professional Development Community Meeting (PDC) – Sixty (60) minutes once per month.
    - (2) Staff meeting – Sixty (60) minutes once per month
    - (3) Training – Dates and times scheduled per the KCPS Training and Technical Assistance Plan
    - (4) DRDP – Child information will be entered into the appropriate software at the end of each day.

- vii) Home Visits – Lead Instructors and Teaching Assistants will complete a minimum of two (2) educational home visits annually. The first home visit will be prior to the children starting school in the fall, and the second home visit will be completed in the spring.
- viii) Parent-Teacher conferences – The Infant and Toddler program will follow the KCPS district schedule for two (2) parent conferences, one in the fall and one in the winter. If parents cannot come to the conference on the scheduled date, conferences may be scheduled outside of the Parent-Teacher Conference Days.

**j) School-Based Security Officers**

- i) The regular workday for School-Based Security Officers shall be eight (8) hours and thirty (30) minutes Monday through Friday. Included in the eight (8) hours and thirty (30) minutes is a thirty (30) minute, unpaid duty-free lunch period. Classified employees shall take two fifteen (15) minute paid breaks, one in the morning and one in the afternoon. Breaks shall be scheduled with the Administration and shall be consistent with the school’s instructional needs.

**k) Missouri Option Instructors**

- i) The workday for Missouri Option Instructors shall be:
  - (1) Monday, Tuesday, Thursday, Friday - seven (7) hours and fifty (50) minutes.
  - (2) Wednesday - eight (8) hours and forty (40) minutes.
    - 1. Instructors will have a forty-five-minute meeting with administration, if needed.
    - 2. If no meeting is needed, Instructors will work in their respective classrooms
  - (3) Instructors will have a thirty (30-minute) planning period daily immediately following their lunch.
  - (4) Included in the regular workday is a thirty (30) minute unpaid, duty-free lunch period.
- ii) Other
  - (1) Missouri Option Instructors will earn one additional PTO day for work in the summer.

**4) Non-School Based Employees**

**a) Hourly Professional Techs**

- i) The regular workday shall be eight (8) hours. Included in the eight (8) hours is a duty-free, unpaid, lunch period of thirty (30) minutes. Professional/Technical employees shall take two (2) fifteen (15) minute paid breaks, one in the morning and one in the afternoon. Breaks shall be scheduled with the administration and shall be consistent with the work schedule.

**b) Patrol Officers, Non-School Based Security Officers**

- i) The regular workday shall be eight and one half (8.50) hours. Included in the eight and one half (8.50) hours is a duty-free, unpaid, lunch period of thirty (30) minutes. Officers shall take two (2) fifteen (15) minute paid breaks, one in the first four hours of the shift and one in the second four hours of the shift. Breaks shall be scheduled with the respective supervisor.

- c) **Dispatchers.** The regular workday for Dispatchers shall be eight (8) hours. Dispatchers shall be entitled to a lunch period within the eight (8) hour day, but shall remain on duty throughout the lunch period.

**d) Missouri Option Instructors**

## **B. WORK YEAR FOR UNIT EMPLOYEES**

- 1) **Paraprofessionals.** Except for Head Start Instructors and Teaching Assistants, school-based paraprofessionals will work the same work year as teachers.
- 2) **Nurses** will work the same work year as teachers, however, they retain a 205-day payroll schedule.
  - a) The nurses shall have one and one half (1.5) days during the week in which they report to work for preparation of health centers in each assigned KCPS location at the beginning of the school year. The specific days shall be designated by KCPS and each location will utilize the same day.
  - b) Nurses shall have professional development for one full day on KCPS designated Professional Development Days and will work in their offices on Teacher Work Days. However, these days may be switched when needed for scheduling availability.
- 3) **Family Advocates** will be moved from 12 month employees to 10.5 month employees with 225 days of employment.
- 4) **School Psychologists**
  - a) School Psychologists will move from a 12-month calendar in 16-17 to 205 days of employment which will be worked as follows:
  - b) School Psychologists shall work twenty (20) days longer than teachers.
  - c) School Psychologists shall work ten (10) days before the regular teacher work year to prepare for the opening of school and ten (10) days after the regular teacher work year.
  - d) School Psychologists will be paid according to the new School Psychologist pay schedule which is included with this document. The schedule will have 11 steps and anyone paid above the eleventh step will be frozen at his/her 16-17 rate of pay.
  - e) The lead School Psychologist will work the same 205 pay schedule as School Psychologists and will also work an additional twenty (20) days resulting in a 225-day schedule paid according to the Lead School Psychologist pay schedule. The additional twenty (20) days will be worked as fifteen (15) days on the front and ten (10) on the back of the teacher calendar.
- 5) **Full-Time and Part-Time Parent Educators**
  - a) Part-Time Parent Educators will work a 25-hour workweek or less, but no more than 50 hours per pay period.
  - b) Full-Time Parent Educators work 37.5 hours per week on flexible schedules to accomplish the required visits.
  - c) KCPS will ensure that Parent Educators have adequate supplies to perform their duties – paper, access to copier, group meeting materials and private visit materials.
  - d) Part-Time and Full-Time Parent Educators will be provided time weekly in office time to check emails, file, fill out mileage forms, return phone calls, make copies and enter data in Visit Tracker, etc.
  - e) All Parent Educators will have Wi-Fi access outside KCPS.
  - f) All Parent Educators can make home visits during identified KCPS holidays and breaks with prior written approval of their supervisor.
- 6) **Head Start Teaching Staff**
  - a) Prior to the end of each school year, KCPS and KCFT & SRP will meet to determine the workday calendar for the upcoming year.
    - i) The calendar will identify a minimum of six (6) days for Home Visits.

- ii) With the exception of the week before the student year, the calendar will follow the Board-approved calendar identifying holidays, breaks, etc.
- b) For the 2017-18 school year, Head Start Teachers and Teaching Assistants shall work 186 days.
  - i) Teachers and Teaching Assistants shall be required to work five (5) days prior to the beginning of the students' school year. These days shall be seven (7) hour days and shall be designated as such:
    - (1) Monday-Thursday
      - 1. Two and one-half (2.5) days – professional development
      - 2. One half (.5) day – convocation/professional development
      - 3. One day – room and lesson preparation.
    - (2) Friday
      - 1. Room and lesson preparation
      - 2. Teachers and Teaching Assistants have the option to work Friday, Aug. 4 or Friday Aug. 11 in order to complete the five days before school (The exact calendar dates may differ each year.)

**7) Work Year for Missouri Option Instructors**

- a) Missouri Option Instructors shall work one hundred and eighty-five (185) days according to the calendar of the teachers' unit.
- b) Missouri Option Instructors shall be required to report on the Monday, Tuesday, Wednesday and Thursday prior to the beginning of the students' school year. These days shall be seven hour days designated as such:
  - i) Convocation, district professional development and/or building preparation – two and one-half (2.5) days. Convocation will not take place on the same day as the one half (.5) Teacher Work Day.
  - ii) Teacher Work Day for room preparation – one and one-half (1.5) days
- c) Missouri Option Instructors will be paid on the 24-pay cycle.
- d) Holidays

The teacher contract went from 205 days to 185 days in 2015-16 which resulted in increasing the daily per diem. Holidays which are observed on normal school days are non-paid. (Missouri Option Instructors will not be paid for holidays).

- 1. When a holiday falls on a Saturday, it shall be observed on the Friday preceding, and when the holiday fall on Sunday, it shall be observed on the Monday following.
- 2. Non-paid holidays shall be
  - a. Labor Day (when school opens before Labor Day)
  - b. Fall Vacation – Thanksgiving (as designated by the Board)
  - c. Winter Vacation - (as designated by the Board)
  - d. Presidents Day
  - e. Spring Vacation (as designated by the Board)
  - f. Martin Luther King, Jr.'s Birthday
  - g. Memorial Day

The school calendar will include two full weeks at the Winter Vacation and one full week at the Spring Vacation, when Unit members are not required to report.

**8) Security Officers, Patrol Officers and Dispatchers**

- a) The work year for members of the Unit shall be 12 months.

**C. SECURITY OFFICERS, PATROL OFFICERS AND DISPATCHERS: ADDITIONAL PROVISIONS**

- 1) Workday – Members of the Unit shall “clock in” at the beginning of their assigned shifts and “clock out” at the end of their assigned shifts at the time clock designated by KCPS. If a delay in pay is caused by an employee’s error, KCPS will not be held accountable. Payment may not be delayed for a period longer than reasonably necessary for KCPS to compute and arrange for payment. Payments may not be delayed beyond the next pay period.
- 2) Office Space – Office space, as designated by the building administrator/supervisor, shall be made available for members of the Unit.
  - a) The space will include a desk, chair and a working district-assigned computer with designated print station. Officers will be trained on how to use a secure code for the printer in order to maintain the confidentiality of their reports.
- 3) Shift Assignments – Whenever a new shift is created or a vacancy occurs in an existing shift members of the Unit shall be assigned to those shifts in the following manner:
  - a) Shift selection will be on the basis of seniority and classification. The most senior security officers, patrol officers and dispatchers win the relevant classification will have first choice.
  - b) Officers who move from a Security Officer position to a Patrol Officer position must:
    - i) Spend the first two weeks riding with a Field Training Officer.
    - ii) May be placed wherever there is a vacancy.
    - iii) Will be eligible to bid after 6 months have been completed in the patrol division.
  - c) The annual Patrol shift bid for patrol will start July 1 and end July 15. Each patrol Officer will be given three (3) choices of shifts to bid on. Security Management will review the shift bids and assign the shifts based on seniority. There will be only one shift bid per year. Patrol Officers not participating in the annual shift bid starting July 1 and ending July 15 will not be able to supersede the shift assignments that were created as a result of the annual shift bid.
  - d) No assignment shall be considered permanent. Security officers, patrol officers and dispatchers may be assigned to any location, for any length of time.
  - e) Temporary Assignments – In the event a site-based security officer or a patrol officer is pulled away from his/her regular assignment because of an emergency situation, the supervisor (or designee) at the location from which the officer is pulled will be informed of the temporary assignment.
  - f) Any site-based security officer or patrol officer placed in a temporary supervisory assignment will be paid at the rate of the position to which the officer is temporarily assigned.
- 4) Extra-Curricular Duty
  - a) At the discretion of the Administration, when schools have extra-curricular functions where security officers and dispatchers are deemed necessary, security officers and dispatchers shall be provided the opportunity to work. The Building Administration and Security Management together shall determine the occasions and the number of site-based security officers and dispatchers to be used.
  - b) For the extra-curricular duties, site-based security officers and dispatchers shall be paid at their regular rates of pay for hours less than forty (40) per week and one and one-half (1.5) their regular pay for hours in excess of forty (40) per week.
- 5) Overtime.

- a) Overtime hours of work shall be paid at the rate of one and on-half (1.5) times the officer's regular hourly rate. Overtime rates shall apply after an employee has physically worked forty (40) hours during the work week.
  - b) Overtime hours shall be on a voluntary basis when possible and shall be distributed as equitably as possible among the officers in a given site or within patrol.
  - c) Security Officers assigned to a particular school will be given priority when overtime is assigned at their particular school. The first line supervisor or Security Management will assign school events on an equitable basis between all assigned officers at the school
  - d) Any overtime that has been assigned and any vacant openings will be forwarded to the Security Office personnel as designated by Security Management. All remaining vacancies will be filled by the Security Management or Security Office personnel designated by Security Management in order to log names and fill necessary vacancies.
  - e) Overtime hours that require a Patrol Officer will only be assigned to the Patrol Unit due to the uniqueness of the job requirements.
  - f) Voluntary overtime shall be assigned based on length of service of the employees qualified for the overtime assignment, with the overtime offered to the most senior person on a KCPS-wide basis first, and thereafter, the next senior person on the rolling voluntary overtime list until the rolling overtime list has been exhausted.
  - g) If an officer, for emergency reasons, cannot fulfill his/her overtime assignment, the Security Officer must immediately contact his/her immediate supervisor. If the immediate supervisor is unavailable, the Security Officer must call the on-duty dispatcher who will then notify Security Management.
  - h) Security Officers who have been assigned overtime will receive breaks and/or lunch based on the following:
    - i) Security Officers working one to four (1-4) hours of overtime will receive one (1) fifteen (15) minute break (if the need for a Security presence will allow it).
    - ii) Security Officers working six to seven (6-7) hours of overtime will receive two (2) fifteen (15) minute break (if the need for a Security presence will allow it).
    - iii) Officers working eight (8) hours of overtime will receive a mandatory duty-free thirty (30) minute lunch break and one (1) fifteen (15) minute break during the first four (4) hours and one (1) fifteen (15) minute break during the second four (4) hours. (if the need for a Security presence will allow it).
  - i) Once all Security Officers on the voluntary overtime list are contacted. Security Management or Security office personnel designated by Security Management will do a "last call" for any available overtime assignments. The list of available overtime assignments will be emailed to Security Officers, and a text will be sent to inform them of the email. Any Security Officer may respond to the "last call" and volunteer for an available overtime shift.
  - j) If an officer volunteers for overtime and chooses later not to complete the assignment, an exception must be used.
- 6) Mandatory Overtime
- a) Mandatory overtime will be declared when any overtime assignment can't be filled voluntarily.
  - b) Mandatory Overtime Task Force – a small group of Security Officers who volunteer to be on-call at all times will be formed. No more than 10 officers will serve on this task force.

- i) Members of the Mandatory Overtime Task Force will have their base compensation improved by fifty cents per hour above their normal rate.
  - ii) Members of the Overtime Task Force will be granted one mandatory overtime exception per year for every year (365 consecutive days) they are a member of the Overtime Task Force.
  - iii) If removed from the Task Force, the pay will drop back to the normal rate.
  - iv) Officers that wish to be removed from the Mandatory Overtime Task Force must provide a written notice to their immediate supervisor ten (10) days prior to the effective date when the member is removed from the Mandatory Overtime Task Force.
  - v) Members of this task force will be contacted before going to the mandatory overtime list.
- c) If no officers from the Mandatory Overtime Task Force are available, mandatory overtime shall first be assigned to the least senior person on a KCPS-wide basis and thereafter, the next least senior person until the seniority list has been exhausted. Mandatory overtime will be assigned at least twenty-four (24) hours in advance when possible.
- d) Each Security Officer who is not on the Mandatory Overtime Task Force will be granted two exceptions each school semester and two exceptions in the summer that he/she can use to decline a mandatory overtime assignment.
- i) Mandatory exceptions will not be granted after 1pm.
  - ii) An officer is not required to use an exception if the officer has a previously scheduled doctor/dentist appointment or a life-changing event (i.e. wedding, funeral) for which the officer has already provided prior notice that the officer is taking a PTO or vacation day, and it has been given.
  - iii) When all mandatory overtime exceptions have been exhausted and there is not an available workforce to fill mandatory overtime requests, the district will work in reverse seniority to re-contact officers to notify them that they must do mandatory overtime. Any officer that requested and was initially granted the use of a Mandatory Exception will be called to work Mandatory Overtime. The Mandatory Exception will be called to work Mandatory Overtime. The Mandatory Exception will be restored to that officer's number of exceptions used.
- e) Security Officers who have been assigned mandatory overtime will receive breaks and/or lunch based on the following:
- i) Security Officers working one to four (1-4) hours of overtime will receive one (1) fifteen (15) minute break (if the need for a Security presence will allow it).
  - ii) Security Officers working six to seven (6-7) hours of overtime will receive two (2) fifteen (15) minute break (if the need for a Security presence will allow it).
  - iii) Officers working eight (8) hours of overtime will receive a mandatory duty-free thirty (30) minute lunch break and one (1) fifteen (15) minute break during the first four (4) hours and one (1) fifteen (15) minute break during the second four (4) hours. (if the need for a Security presence will allow it).
- f) Officers or Dispatchers who are called upon for mandatory to work a full eight (8) hour shift, may not be called upon or required to work mandatory overtime the following day.
- 7) Cancellation of Overtime
- a) In the event a Security Officer is assigned overtime prior to the end of such Security Officer's regular shift and the Security Officer reports to the overtime assignment without receiving notification of the cancellation of such assignment



- more than thirty (30) minutes before the start of the assignment, such employee shall be paid two (2) hours of overtime.
- b) Security Officers will be paid three (3) hours of show up time in the event an off-duty Security Officer is called in or scheduled to work an overtime assignment and the assignment is canceled without prior notice. Prior to leaving the overtime site, the Security Officer must contact the on-duty dispatcher who will then notify Security Management.
- 8) Patrol Officers – Days Off
- a) Patrol officers' days off will be scheduled by seniority. In the event of an open vacancy, length of continuous service with KCPS shall govern the placement. Employees in the Security Unit who meet the qualifications shall first be offered the open vacancy.
  - b) Patrol Officers assigned to the BOE will have first priority to work BOE overtime assignments consistent with Site-Based Officers having first priority to work overtime assignments at their assigned schools.
- 9) Additional Provisions for Officers
- i) Newly hired or transferred officers will receive two weeks on-the-job training.
    - (1) Field Training Officers – Site Based and Patrol Officers who are asked to train newly hired or transferred officers will receive a \$50 stipend for each two-week session. Each training session consists of ten (10) working days.
  - ii) Exempt salaried employees are not eligible for overtime.
  - iii) Site Based officers who apply for and receive a job offer to move to Patrol will be treated as new employees with probationary status during the first ninety (90) days.
    - (1) The employee will be evaluated during this probationary period for the purpose of advising the employee of his/her performance in the new position, and if necessary, provide guidance for improving the employee's performance.
    - (2) The evaluation and ninety (90) day time period will be used to help acclimate the employee to the new position, as well as to provide documentation justifying removing the employee from the position.
    - (3) If a suitable vacancy exists in Site Based, the Patrol Officer may be placed back into that division. If there is no position available, the employee may be terminated.

## **ARTICLE VI. GENERAL PROVISIONS**

### **A. GENERAL POLICIES**

- 1) Job Orientation – Each site supervisor will conduct appropriate orientation for their program.
- 2) Probationary Period – New employees will be regarded as probationary employees for the first ninety (90) calendar days of their employment.
  - a) They must successfully complete a ninety (90) calendar day probationary period.
  - b) The calendar days shall not include any days that occur during a holiday or during the school board designated winter, spring or fall break unless the employee works during the school board designated winter, spring or fall break.
  - c) Probationary employees may be laid off or discharged as exclusively determined by KCPS.

- d) After ninety (90) calendar days as defined above, an employee shall have length of continuous service credited from his/her hiring date.
- 3) Professional Development
  - a) Members of the Classified Units shall be able to attend the same professional development offered to certified staff through *MyLearningPlan*. When such attendance is required (in writing) by the employee's supervisor or building administrator, the employee shall be paid at the rate of pay listed on the extra pay schedule adopted for certified employees. Employees may attend any professional development session voluntarily (when space is available), but only with the approval of the employee's supervisor, but such voluntary attendance shall be unpaid if done before or after the workday.
  - b) Classified employees unable to attend the professional development session will be provided with copies of information handed out at the session.
  - c) Security personnel missing training involving the applications of Use of Force (Pepper Spray, Response to Resistance, Firearms training) will be required to complete the training before returning to the assignment that is relevant to the training.
  - d) Professional Growth Track  
KCPS and AFT #691 will meet to develop a growth track for classified employees who express an interest in advancing their career in areas within the district. Growth tracks will be ready to be implemented in the 2019-20.
- 4) Placement on the Salary Schedule for New Hires/Rehires
  - a) Newly hired or rehired employees of the Units will receive credit up to the mid-point on the salary schedule when hired with documentation of prior experience in the position for which they are being hired/rehired or other relevant work experience, as approved by the Human Resources Department
- 5) Application Notification
  - a) When a KCPS employee files a written application for an advertised KCPS position, that employee shall receive written notification of the outcome of the application.
- 6) Supplies
  - a) Each employee shall be provided with the appropriate supplies and materials, as established by the department supervisor, required for the performance of his/her assigned tasks and duties throughout the school year.
  - b) All health centers shall have adequate supplies to facilitate optimum first aid and health screening procedures. The bathroom within the health centers will not be shared with non-medical staff due to health and safety guidelines.
- 7) Layoff-Recall
  - a) When it is necessary to place Unit employees on an unrequested leave of absence, the following criteria shall apply:
    - i) When the Superintendent determines that layoffs (unrequested leaves of absence) of classified staff in a Unit is necessary, the following criteria for selecting classified staff to be placed on unrequested leave of absence shall be followed in the order listed below:
      - (1) Professional preparation, which includes:
        - 1. Education-based coursework (graduate study)
        - 2. Professional development training in or outside KCPS
        - 3. Advanced degree
        - 4. Seniority
      - (2) When program guidelines require that employees have specialized training or professional preparation not possessed by Unit employees in

- general, employees of that program shall be evaluated separately for placement on unrequested leave of absence.
- b) Recall shall be in reverse order of layoff. Employees who are sent notices of recall, to the last official address provided by the employee, and fail to respond for a period of ten (10) calendar days shall be considered to have voluntarily resigned from KCPS.
  - c) Employees will remain in recall status for two (2) years.
  - d) Employees placed on unrequested leaves of absence shall be given consideration for placement in any current vacancies for which they qualify.
- 8) Employee Evaluation
- a) All formal evaluations shall be in writing. The evaluation shall be discussed with the employee before it is incorporated into his/her personnel file and a copy will be delivered to the employee at the time of such discussion. All evaluations should be performed by supervisory management personnel and discussed with the employee by supervisory management personnel.
  - b) All employees must sign their evaluations to indicate they have seen them and received a copy. Signature indicates receipt, not agreement with the evaluations.
- 9) Employee Discipline – The right of management to discipline employees shall not be abrogated. However, oral discipline shall be handled in a private and professional manner.
- a) A copy of any disciplinary material which relates to activities while employed by KCPS that is placed in an employee's personnel file shall also be given to the employee.
  - b) Upon the request of an employee, or with the written authorization of the employee, a recognized representative will meet with a representative of Human Resources Department and review the employee's folder. The employer will consider the age and relevance of prior disciplinary information when making an employment decision.
  - c) Before an employee is summoned by the administration for formal disciplinary action of a serious nature that would result in at least a written reprimand, the employee shall be given the opportunity to arrange for the presence of a representative of KCFT & SRP at such meeting. However, arrangements for the presence of a representative shall not unreasonably delay the contemplated disciplinary action.
  - d) Letters of concern or reprimands shall not be delivered by electronic mail and shall allow for the supervisor's and the employee's original signature. Employee's signature indicates receipt only and not agreement with the written reprimand or complaint.
  - e) Any record adverse to the interest of an employee placed in an employee's personnel file shall be removed immediately from such file if, as the result of the grievance procedure, it is demonstrated that the adverse record should not have been placed in the employee's personnel file.
  - f) Progressive discipline – The following are the steps in disciplinary matters:
    - i) Verbal conversation
    - ii) Letter of Concern
    - iii) Letter or Reprimand
    - iv) Letter of Final Reprimand
    - v) Termination
  - g) KCPS Administration reserves the right to skip steps in the disciplinary process, depending on the severity of the issue or behavior.

- h) All performance management steps beyond verbal conversations shall be submitted to the Human Resources Department before being administered.
  - i) Management should seek approval from the Chief of Human Resources before taking any disciplinary action more serious than a verbal conversation.
  - j) Displacement of employees shall be approved by the Chief of Human Resources. Notification will be given to the Union of the displacement of a Union member within one (1) business day.
- 10) Freedom of Speech
- a) Employees in the Units do not give up their Constitutional rights of free speech during work hours. These Constitutional rights are not absolute, however, for they must be exercised with regard to any effect on pupils, the level of community tolerance and any applicable legal sanctions. Employees should exercise their right of free speech in such a manner as to provide a positive wholesome model for pupils to imitate.

## B. GRIEVANCE PROCEDURE

- 1) Declaration of Purpose
  - a) Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the District and its professional staff is essential to the operation of schools, it is the purpose of this grievance procedure to secure, at the lowest possible administrative level, resolution of filed grievances of employees in the Unit represented by the Kansas City Federation of Teachers and School-Related Personnel (KCFT & SRP). In furtherance of this purpose, no employee shall be disciplined except for just cause, and no employee shall be discharged except for just cause.
  - b) When the Administration has a need to meet with the employee, the employee will be given specific reasons for the meeting, and if the need for the meeting is disciplinary or may lead to discipline, the employee will be given the opportunity to arrange for representation by Union prior to the start of the meeting. Administration shall not be obligated to postpone the meeting for more than 48 hours if the employee' representative is unable to meet. Representation is limited to a member of the Union, and does not include legal representation prior to the filing of a formal grievance.
- 2) Definitions
  - a) A "grievance" is an alleged violation or claimed misinterpretation or claimed misapplication of the express terms and conditions of this Collective Bargaining Agreement, a KCPS Administrative or KCPS Board Policy directly related to working conditions of employees in the Classified Unit.
  - b) A "class grievance" is an alleged violation or claimed misapplication of the express terms and conditions of this Collective Bargaining Agreement, a KCPS Administrative or KCPS Board Policy directly related to working conditions of employees in the Classified Unit filed by a group of employees in the Classified Unit or the Union on behalf of a group of employees in the Classified Unit. Every effort will be made to identify all members of the class no later than the date of the Step Two hearing.
  - c) "Grievant" shall mean an individual member of the bargaining Unit or a group of members of the bargaining Unit, or the Union when filing on behalf of a group of employees in the Unit, who file a grievance as described in paragraph 2 immediately above.

- d) The term “step” refers to the separate and distinct procedures to be followed in the processing of grievances.
  - e) “Union” shall mean the Kansas City Federation of Teachers and School-Related Personnel (KCFT & SRP).
  - f) “KCPS” shall mean Kansas City Public Schools.
  - g) “Termination” shall mean the termination of classified staff. Termination of classified staff shall follow state law.
  - h) “Hearing Officer” shall mean the individual charged with the duty of rendering decisions at a designated step of the grievance procedure.
- 3) Procedures and Timelines
- a) Details of grievance proceedings shall be kept confidential, unless otherwise required by legal process.
  - b) Where new, relevant information becomes known after the grievance has been filed and subsequent to any step in the grievance procedure, the grievance shall revert to the preceding step where such information would have been relevant, had it been known. The Union and KCPS shall use good faith best efforts to agree to which step the grievance shall revert. Failure to agree will result in the grievance reverting to the step immediately prior to the step then pending when the information became known. The new information shall be presented at that previous step, and the grievance shall proceed thereafter in accordance with the regular procedures as if that step had not been taken previously.
  - c) Except for decisions rendered during the informal pre-grievance resolution process, all decisions shall be rendered in writing at each step of the grievance procedure and transmitted to the Union and the Grievant.
  - d) At any step, upon request, the grievant may be accompanied by a Union representative.
  - e) All grievances shall be in writing and shall include the following:
    - i) Name and location of the employee or group of employees involved;
    - ii) Identification of the specific CBA section, Board Policy section, or Administrative Policy section directly related to working conditions alleged to have been violated or misinterpreted.
    - iii) Actions, conditions and specific statements of all the facts known to the grievant which give rise to the allegation that the CBA, Board Policy or Administrative Policy have been violated or misinterpreted directly related to working conditions.
    - iv) Specific relief requested.
    - v) Time limits specified in the procedure may be changed by mutual agreement between the Grievant and the Administrator appointed to hear the grievance and the Chief of Human Resources (or designee). In the event of an approved absence of a Grievant or the Administrator, time limits shall be temporarily suspended.
    - vi) The President of the Union shall receive copies of all filed grievances and written responses by Administration provided the Grievant is a member of the Union. If the Grievant is not a member of the Union, such copies shall only be provided upon KCPS receiving written authorization from the Grievant. The Chief of Human Resources (or designee) shall be provided with a copy of all filed grievances and written responses no later than the time such are provided to the President of the Union.
    - vii) The Union and KCPS agree to facilitate any investigations which may be required and to make available any and all non-privileged, non-confidential

- material and otherwise relevant documents, communications and records concerning the grievance to the other party.
- viii) The Union and KCPS shall have the right at all steps of a grievance proceeding to confront and cross-examine all witnesses.
  - ix) Grievances arising from the action of an official, other than the immediate supervisor of the employee, can be initiated at Step Two by filing a grievance with the Chief of Human Resources (or designee).
  - x) After any grievance proceeding has reached Step Two, any party shall have the right, at his/her own expense, to retain legal representation and/or stenographic services.
  - xi) Any hearing pursuant to this grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to be present to attend. Representatives so designated may investigate, discuss and present a grievance of an employee or employees during regular work hours, subject to the provision relating to the Visits to Schools (Article II, F). Time spent in handling a grievance shall not be unreasonable or excessive. The authorized majority representative of the Union or the Grievant representative, shall not be coerced, or interfered with during the performance of his/her duties of investigating and representing the Grievant. There will be no retaliation against any employee(s) who file a grievance.
  - xii) Resorting to the grievance procedure shall not constitute an election of remedies by an employee, but, if appropriate and after exhausting the grievance procedure, an employee shall have the right to pursue any legal remedies which he/she might otherwise possess.
  - xiii) Discrimination and harassment complaints shall be reported pursuant to Board Policy and Administrative Policy.
  - xiv) Unless otherwise agreed to by the parties, any settlement documents, orders and monetary payments resulting from any step of the grievance process shall be satisfied within forty (40) calendar days from the date of the award.
  - xv) And employee has a right to pursue any and all courses of action he or she believes exist in a court of law; filing a grievance does not preclude an employee from pursuing legal action. If an employee files a complaint (or petition) in state or federal court or with any administrative agency (such as, but not limited to, EEOC, MCHR or KCHRC), the grievance procedure for that grievance shall be immediately suspended until the legal proceeding is completed or dismissed, and any further grievances to which the employee wishes to file may be filed with the Chief of Human Resources (or designee), but shall be stayed immediately after the filing until the original grievance has been decided or disposed, regardless of whether or not the two grievances concern the same or similar section of the Collective Bargaining Agreement, classified section of Board Policy or classified section of Administrative Policy alleged to have been violated, misapplied or misinterpreted.
  - xvi) If an employee is successful in his or her grievance appeal and is awarded monetary relief, KCPS shall not be responsible for back-pay and benefits for any days that a claim, filed by the grievant, was also pending in a court of law or administrative agency that caused the grievance process to be delayed.
  - xvii) The timelines contained herein will be strictly enforced. The party that fails to follow the timeline guidelines will automatically lose the grievance, unless the parties have agreed in writing to modify any applicable timelines.

- xviii) Step 6 (arbitration) shall only be available for the following grievance categories
    - (1) Nonpayment for services rendered
    - (2) Termination
    - (3) Class action grievance
- 4) Pre-Grievance Procedure
  - a) Prior to filing a first step grievance the employee shall request an informal conference with the individual Supervisor/Administrator allegedly violating, misapplying or misinterpreting the CBA, Board Policy, or Administrative Policy directly related to working conditions within five (5) working days of the issue being known giving rise to the grievance.
  - b) Upon such notice the individual Supervisor/Administrator shall schedule a meeting within three (3) working days with the employee and his/her representative in an effort to resolve the matter informally.
  - c) By agreement of the employee and/or his/her representative and the individual Supervisor/Administrator, such meeting time may be extended by agreement of the parties, not to exceed a total of ten (10) working days. This process shall constitute the informal pre-grievance resolution process.
  - d) If such pre-grievance resolution efforts are not successful, the Grievant and/or his/her representative may, within five (5) working days of receiving notice that the informal efforts were unsuccessful, initiate a formal grievance starting at Step One.
- 5) Steps of the Grievance Procedure
  - a) Step One – Immediate Supervisor
    - i) Within five (5) working days after the grievant receives a response to the required pre-grievance informal resolution process, the Grievant or the Union shall state the grievance in writing on the approved “Employee Grievance Form” and file same with the individual supervisor and the Chief of Human Resources (or designee).
    - ii) Within five (5) working days after receiving the written “Employee Grievance Form,” the individual Supervisor/Administrator shall hold a meeting with the Grievant and his/her representative.
    - iii) Within five (5) working days after the meeting, the Supervisor/Administrator shall communicate his/her response in writing on the “Employee’s Grievance Form” to the Grievant, representative and Chief of Human Resources (or designee).
  - b) Step Two – Human Resources
    - i) If the grievance is not resolved to the Grievant’s satisfaction at Step One, the grievant may appeal to Step Two by filing the “Employee Grievance Form” with the Chief of Human Resources (or designee) within ten (10) working days of receipt of the individual Supervisor’s/Administrator’s decision.
    - ii) The Chief of Human Resources (or designee) will review the grievance. The Chief of Human Resources (or designee) will rule on the grievance in writing within ten (10) working days of the filing of the individual Supervisor’s/Administrator’s decision.
    - iii) If the Chief of Human Resources (or designee) does not rule in favor of the Grievant or to the Grievant’s satisfaction, the grievance may be appealed to Step Three or to Step Four if Step 3 is waived as provided herein.
  - c) Step Three – Grievance Mediation
    - i) Within ten (10) working days of receiving the grievance decision of the Chief of Human Resources (or designee), either party may request mediation, per

- the guidelines of the Federal Mediation and Conciliation Services (FMCS). In the event that neither party requests mediation within ten (10) working days, Step Three shall be deemed waived and the process shall immediately go to Step Four.
- ii) If the grievance is not resolved through the grievance mediation, the grievant may within (10) working days after the conclusion of the grievance mediation, appeal to Step Four (Hearing Officer).
- d) Step Four – Hearing Officer
- i) If the grievance is not resolved at Step Three, or if Step Three is waived, the Grievant and/or his/her representative may appeal to Step Four by filing the “Employee Grievance Form” with the Chief Legal Counsel (or designee) and the Chief of Human Resources (or designee) within ten (10) working days of receipt of the decision or waiver of Step Three.
  - ii) Within fourteen (14) calendar days of receiving the Step Four appeal, or such later time as agreed to by the parties or required/requested by the Hearing Officer, the designated Hearing Officer shall hold a hearing with the Grievant, his/her representative and the Administration. Grievant and/or the Administration may or may not be represented by legal counsel, at their individual discretion, at the Step Four hearing.
  - iii) Within ten (10) working days after the hearing, or such later time as required by the Hearing Officer, the designated Hearing Officer shall provide his/her decision in writing on the “Employee Grievance Form” to the Grievant, the Union, Chief Legal Counsel (or designee) and Chief of Human Resources (or designee).
- e) Step Five – Superintendent Review
- i) Within twenty (20) working days of receiving the decision of the Hearing Officer as described in Step Four, the Grievant, his/her representative or the Chief of Human Resources may appeal to Step Five.
  - ii) No less than fifteen (15) working days from receipt of Step Five Appeal, the Superintendent (or Cabinet member designee) shall review the documentation and written position statements from both parties, will consult with the appropriate Union representative and Administration representative, and shall issue a decision within ten (10) working days following said consultations. Such consultation by the Superintendent may be held jointly and/or separately.
  - iii) The Chief of Human Resources and the Grievant/Union may develop additional timelines/guidelines for the orderly submission of such documentation and written position statements hereafter.
  - iv) The decision of the Superintendent or designated Cabinet Member shall be final, unless the grievance qualifies under Step Six, but in no event, shall such decision preclude the Grievant/Union from pursuing legal action for any such alleged violation, misapplication or misinterpretation of the CBA, classified section of the KCPS Board Policy or classified section of KCPS Administrative Policy directly related to working conditions.
- f) Step Six
- i) This step shall only be available for the following grievance categories:
    - (1) Nonpayment for services rendered
    - (2) Termination
    - (3) Class action grievance
  - ii) Within ten (10) working days of the conclusion of the Superintendent’s review, the Grievant, the Union or KCPS may file a demand for arbitration



provided the grievance is for non-payment of services, termination, and/or is a Class Action Grievance.

- iii) In the event that the Grievant, the Union and/or KCPS makes a demand for arbitration, the Grievant, the Union and KCPS, through their respective representatives shall attempt to select an arbitrator within ten (10) working days of the appeal. In the event that the parties are unable to mutually agree, they shall make mutual application to the Federal Mediation and Conciliation Services for a panel of seven (7) arbitrators.
- iv) Within ten (10) working days of receiving the list of seven (7) arbitrators, the parties will, absent mutual agreement, alternately, beginning with KCPS, strike names from the list until the final name is reached. Thereafter, the arbitrator shall be notified of his/her selection by either party or jointly.
- v) Within ten (10) working days of the appointment of the arbitrator by the FMCS, the date of the arbitration hearing will be selected.
- vi) The arbitrator shall have no power to add to, delete from, or modify the terms of the negotiated Agreement.
- vii) Each party shall bear the full cost of its representation in the arbitration process. Neither party will be permitted to present in the arbitration any grounds or evidence which has not been previously disclosed to the other party, absent unforeseen circumstances, such as surprise or other revelation of facts that were beyond the good faith knowledge of either party, until such time as the discovery of said information.
- viii) The decision of the arbitrator shall be final and binding on the Grievant, the Union and KCPS, and shall be enforceable in the Circuit Court of Jackson County.
- ix) Each party shall bear its/her/his own full cost of representation in the arbitration proceeding. The cost of the arbitrator will be divided equally between the parties.

### C. TRANSFER GUIDELINES

- 1) School-based members of the Classified Units will be notified of changes in their assignments by the first week of August each year, whenever possible. Employees who do not receive notification of a change in assignment should report to their most recent assignments.
  - a) Procedure A – Voluntary Transfer
    - i) An employee in the Classified Unit requesting a transfer to a vacant position at another facility or within his/her current department shall file a written request with the Human Resources Department. Voluntary transfer requests will be kept in an active file until the end of the fiscal year. If the employee is not granted a voluntary transfer by the end of the fiscal year, the employee may make a subsequent request for the new fiscal year. If the employee's request is denied, the employee shall receive the reasons for the denial in writing.
      - (1) Voluntary transfers shall be based on job skill, professional preparation and length of service to KCPS.
      - (2) In cases where two (2) or more employees, who are substantially equally qualified, have requested transfer for the same position, the transfer, if granted, will be granted to the employee with the greatest seniority.
  - b) Procedure B – Involuntary Transfer
    - i) Involuntary transfers may be done, but only when absolutely necessary, based on the needs of KCPS. Consideration will be given to job skills, professional preparation, and length of service at KCPS. Classified employees that are involuntarily transferred shall be provided a copy of the essential job functions by the direct supervisor, if

different, at a particular site, and copies will be provided to the Human Resources Department. Before an involuntary transfer occurs, the employee's immediate supervisor or a Human Resources administrator shall meet with the employee and inform him/her of the reason(s) for the transfer. An employee may be accompanied by a KCFT & SRP representative. The transfer will be confirmed in writing to the employee.

- ii) A reassigned employee shall be given an overview of the job by the new supervisor upon reporting for duty. The overview shall be for the purpose of discussing the responsibilities and duties required in the new position.
  - iii) The new supervisor shall provide access to all pertinent materials and directions to assist the reassigned employee to acquire skills that were not necessary in the former position.
  - iv) A reassigned employee shall be evaluated within the first ninety (90) days of assuming the position. The purpose of the evaluation is to advise the employee of his/her performance in the new position, and if necessary, provide guidance for improving the employee's performance. The evaluation and ninety (90) day time period will be used to help acclimate the employee to the new position.
- c) General Provisions
- i) Employees who believe a voluntary transfer has been unreasonably denied, or an involuntary transfer is improper, may file a grievance.

## **ARTICLE VII. BENEFITS: ABSENCES LEAVES AND HOLIDAYS**

### **A. ATTENDANCE INCENTIVE**

- 1) Members of the Classified Unit will earn a .5 additional PTO day for each semester in which they have missed one day or less. Members of the Classified Unit who miss one day or less during the entire school year will earn a second PTO day.

### **B. PAID TIME OFF (PTO)**

- 1) PTO is monitored on a regular basis. If an employee utilizes more than three (3) PTO days in a quarter which are not approved under FMLA, the employee may be asked to submit medical documentation regarding the additional absences.
- 2) When it is necessary for an employee in the Classified Unit to be absent, except in emergency situations, the employee will notify the principal/supervisor at least seventy-two (72) hours before he/she is to be absent by completing a PTO form. In emergency unforeseen situations, the employee shall notify the principal/supervisor by 6:00 a.m. of the day the employee is to be gone by contacting the principal/supervisor. If an emergency occurs during the workday or the morning before the workday, the employee contacts the principal/supervisor to report the absence.
- 3) Each employee in the Classified Unit shall be given three (3) PTO days at the beginning of the school year and shall then earn one (1) day per month for each month worked. These thirteen PTO days will be preloaded at the beginning of the school year. If an employee separates from KCPS early and if they have used more than earned, the days will revert to "No Pay" and be deducted from the final calculation of pay owed.
- 4) PTO that is used for personal business is intended to cover matters that the employee could not schedule at another time. Examples: Closing on a home, flooding of a basement, house fire, need to meet with an attorney, enrolling in

- graduate school, taking your child to a college visit, attending your child's performance at a play during the school day, etc.
- 5) PTO days not used by the end of the current school year will accumulate each year.
  - 6) Night school teachers shall be allowed one (1) night of PTO per semester.
  - 7) PTO to which an employee becomes entitled but does not use during each school year shall accumulate to the maximum identified in Article XII.G. in the certified cba for purposes of computation of the formula for compensation upon separation from employment with the KCPS and/or time of.
  - 8) Paid Time Off (PTO) may be used in hourly increments, but can only be used for:
    - a) Illness and medical conditions,
    - b) Bereavement day, not covered by Bereavement Policy,
    - c) Religious holiday,
    - d) FMLA leave, and
    - e) Short-term personal business.
  - 9) PTO is not intended for:
    - a) Vacation leave
    - b) To facilitate other employment opportunities
    - c) Mission trips
    - d) Just taking the day off
  - 10) Other guidelines for PTO use
    - a) PTO cannot be used on the first or last day of school unless the employee is ill, in which case a doctor's excuse may be requested.
    - b) PTO cannot be used on the day before or after a school holiday unless the employee is ill, in which case a doctor's excuse may be requested.
    - c) If an employee misses any of the above black out days for reasons not related to illness or an approved emergency, the employee will not be paid for the day. Disciplinary action may follow for failure to report for work.
    - d) PTO days may not be retroactively designated, unless the conditions for an emergency are met.
    - e) PTO days are subject to exhaustion as part of FMLA leave.
  - 11) Emergencies/Extenuating Circumstances
    - a) If there are extenuating circumstances necessitating an absence on any of these specific black out days which is not due to illness, the employee will be required to put the request in writing to the attention of the building administrator and/or the Superintendent.
    - b) If an emergency arises necessitating the use of PTO which could not be foreseen, the employee may request use of PTO through Human Resources.
  - 12) Employee is required to complete and submit a PTO form identifying whether the absence was for PTO, Bereavement, District PD, Out-of-District PD, or Other (i.e. jury duty).
  - 13) An employee may be required to provide a doctor's certificate or other documentation to the principal or building administrator(s):
    - a) If he or she is absent more than three (3) consecutive days for personal illness or injury; or
    - b) In the event that misuse of PTO days is reasonably suspected.
  - 14) Failure to provide requested confirmation of illness may result in non-certification of time for duration of absence and/or disciplinary action, up to and including termination, unauthorized absence.

### **C. WORK-RELATED ASSAULT LEAVE**

- 1) Any member of the bargaining unit, acting in the course of his/her assigned duties, who sustains an injury of a duty-related assault, shall be eligible to “paid assault leave”, subject to the following conditions:
  - a) To be eligible for assault leave, the member must apply for and be granted workers’ compensation, subject to the workers’ compensation laws and procedures of the State of Missouri.
  - b) The member shall be granted assault leave for the initial three (3) day waiting period as identified by the Workers’ Compensation Law for Missouri and by District policy. The waiting period is contingent upon the employer’s authorized medical provider removing the employee from work completely as a result of an injury. If an employee is required to remain off work, by directive from the authorized medical provider, in excess of fourteen (14) days (consecutively or combined total of days) the workers’ compensation insurance claim will be informed that the employee has been compensated by the employer for the three (3) day waiting period, and therefore shall not be paid for any other absences.
  - c) The court appearance of any employee so assaulted or called as a witness in connection with the prosecution of a work-related assault shall be without loss of pay or use of PTO days. Upon request, the employee shall provide a copy of a subpoena requiring attendance in court pursuant to this paragraph.

#### **D. BEREAVEMENT**

In the event of a death of either an immediate family member or a person who was a close non-family member to a regular, full-time employee:

- 1) The employee shall be granted bereavement leave of absence with pay and without loss of Paid Time Off (PTO) benefits for up to a maximum of three (3) regularly scheduled days within a two (2) week period:
- 2) The employee shall be allowed to use an additional two (2) days PTO or vacation allowance or, if the employee has no remaining PTO or vacation allowance, the employee may take an unpaid leave of absence for such two (2) additional days; and
- 3) The employee may request additional bereavement leave from management, which shall be approved by the District if it determines such leave is operationally feasible. The employee must use PTO, vacation, holiday, or unpaid time for such additional approved leave.

#### **E. OTHER NON-HEALTH-RELATED ABSENCES**

- 1) Educational Engagements
  - a) Short-term periods of absence for educational engagements, without loss of pay shall be granted to personnel when approved by the Superintendent, the principal, site administrator or program director (as appropriate), to represent KCPS at local, state or national professional meetings.
  - b) Such requests shall be directed through the principal, site administrator or program director to the Human Resources Department for presentation to the Superintendent at least thirty (30) days in advance of such meetings.
  - c) Employees may be reimbursed, but only if such attendance has been approved in advance and reimbursement has been recommended by the Superintendent, principal, site administrator or program director.
- 2) Jury service

All school personnel will be awarded full pay during the period of jury service under the following conditions:

- a) Such employee shall turn in the jury summons, or copy of the summons, to the building administrator prior to any absence for service;
  - b) Such employee shall turn in a certification of completion and the court provided juror fee payment as verification of serving jury duty to the building administrator upon his/her return; and
  - c) For jury service, there shall not be a charge against the employee's benefit days.
- 3) Professional Activities
- a) The Superintendent may recommend to the Board that employees be authorized to attend meetings in the interest of KCPS, without pay deductions and with expenses paid by KCPS according to the established allowance. The number of such absences by one (1) staff member is a determination to be made by the Superintendent. The total cost of such leaves is subject to budget limitations for employing substitutes and reimbursement for travel, meals and lodging.
- 4) Excused Absences for Employees for the Child's Parent-Teacher Conferences.
- a) Employees will be allowed up to two (2) hours per semester without loss of pay or use of a PTO day to attend parent-teacher conferences for biological children or children in the employee's custody or control under the following conditions:
    - i) This time can be taken when employees are required to work during KCPS's parent-teacher conferences.
    - ii) The time for meeting with a teacher or attending a parent-teacher conference is approved, in writing, at least five (5) days in advance by the building administrator/supervisor.
    - iii) The employee provides a written statement to the building administrator/supervisor
- 5) Leave without Pay
- a) Study Leave
    - i) An employee who has completed three (3) consecutive years of service to KCPS may be recommended for an unpaid study leave, during which no PTO time shall accrue, for a period of one (1) calendar year to begin on the date requested. Employees on study leave are entitled to maintain insurance benefits at their own expense.
    - ii) All study leave requests are subject to review and approval by the Superintendent or his/her designee. All study leaves shall start at the beginning or end of the school year or immediately after the completion of the semester.
    - iii) Reappointment of an employee, who is granted a study leave pursuant to the above recommendation, shall be conditioned on the completion, while on such leave, of a minimum of eighteen (18) semester hours residence credit of senior college or graduate work, or the completion of an advanced degree.
    - iv) An employee who is reappointed shall be entitled to any increment on the salary schedule to which he/she would have been entitled had he/she remained on duty rather than taking study leave, but such increment shall not be retroactive, but shall start on the date that the employee returns to service.
    - v) Return from a study leave shall be to an equivalent position, and if no position is available, seniority shall be the deciding factor, but the study leave time shall not count as time accrued for purposes of seniority.
  - b) Extended Leave for Up to One Year
    - (a) Health Leave
      - (i) An employee with a minimum of five years of continuous service who has used up all current and accumulated days of sick leave allowance, and who has used all leave available pursuant to FMLA, who presents a request supported by a

doctor's statement that he/she is unable to return to work for medical reasons, may be placed on extended health leave as required up to the remainder of a current semester upon approval by the Superintendent or his/her designee.

- (ii) By approval of the Board, the health leave may be extended for up to one (1) year upon written request of the employee and the submission of a doctor's statement that the employee continues to be unable to resume normal duties. The doctor's statement shall include an estimate of the probable necessary length of the leave, based on the doctor's best professional judgment.
  - (iii) A person on health leave granted by the Board, may request reinstatement no less than thirty (30) days before the beginning of a semester when a return to work is anticipated. Such notification shall be accompanied by a certification by a doctor that the person's health should permit a return to full duty.
  - (iv) Return from an extended leave shall be to an equivalent position.
- (a) Parental Leave
- (i) Leave without pay for up to twelve (12) months may be granted to members of the Units to provide extended care for a child following the termination of maternity leave, adoption, or for a long-term illness of a child.
  - (ii) Requests for utilization of parental leave shall be made to the Superintendent or his/her designee and shall include the reason for the leave and the anticipated start date and expiration date of the leave. The Superintendent or his/her designee shall review each request and determine whether approval of the request is in the best interest of KCPS, and shall approve or reject the request. Approved requests for parental leave shall be forwarded to the Human Resources Department and shall be subject to Board approval.

## F. PAID HOLIDAYS

- 1) Holidays for less than twelve (12) month employees shall be:
  - a) Labor Day
  - b) Fall Vacation as designated by the Board
  - c) Winter Vacation as designated by the Board
  - d) Martin Luther King, Jr. Day
  - e) Presidents' Day
  - f) Spring Vacation as designated by the Board
  - g) Spring Holiday
  - h) Memorial Day
- 2) Holidays for twelve (12) month school-based employees shall be:
  - a) July 4<sup>th</sup>
  - b) Labor Day
  - c) Fall Vacation as designated by the Board
  - d) Winter Vacation as designated by the Board
  - e) Martin Luther King, Jr. Day
  - f) President's Day
  - g) Spring Vacation as designated by the Board
  - h) Spring Holiday
  - i) Memorial Day
- 3) Holidays for twelve (12) month central office, security\*, Adult Education Literacy, and non-school-based employees shall be:
  - a) July 4<sup>th</sup>
  - b) Labor Day

- c) Fall Break as designated by the Board
- d) Winter Break (2 full weeks) as designated by the Board
- e) Martin Luther King, Jr. Day
- f) President's Day
- g) Spring Holiday
- h) Memorial Day
- 4) Holiday: General Regulations
  - a) When a holiday falls on a Saturday, it will be observed on the Friday preceding; and when the holiday falls on a Sunday, it shall be observed on the Monday following.
  - b) Except when otherwise approved for holiday pay, the employee must work the last schedule day before the holiday and the next schedule day after the holiday.
  - c) If the Board designates unpaid days during holidays, employees have the option of using accrued benefit time on those days.
  - d) Security
    - i) Patrol Officers are required by the job description to work 261 days (providing coverage for 365 days) and may bid for holidays. When patrol has to work one of the above holiday periods, they will be paid according to the overtime policy. Bidding for winter break only involves requesting Dec. 25<sup>th</sup> or Jan. 1<sup>st</sup>.
    - ii) Patrol Holidays – Patrol Officers and Dispatchers scheduled to work a district holiday that request to be off, will be granted time off based on seniority. The most senior officer must identify their choice of one holiday (primary) they want to take off during the annual Patrol shift bid July 1-July15. The next choice (primary) will be that of the next in line most senior officer and so on down the seniority list. A holiday leave list will be maintained by the patrol supervisor of each shift. The intent is to give each officer the option to request a primary holiday. (There should always be two Patrol Officers and one Dispatcher on duty whenever possible.

**ARTICLE VIII. BENEFITS – COMPENSATION AND INSURANCE**

**A. FINANCIAL PACKAGE FY 2018-19**

- 1) For 2018-19, the salary schedules for the Classified Units will include corrective adjustments to indexes (value of experience steps) and increases in base pay where needed to meet an overall collective average increase of roughly 3.15%. All employees eligible for a step shall receive one unless their current rate of pay is beyond the maximum on the newly approved schedules. 2018-19 Salary Schedules are attached to this agreement as Exhibit A.
- 2) For 2019-20, all eligible employees shall receive a step on the 2018-19 salary schedules.
- 3) Insurance Products
  - a) Hospitalization, Dental and Life Benefits –
    - i) KCPS shall cover the cost of any premium increase necessary in 2018-19 if an employee selects a plan that costs less than the District's fully funded base plan, the difference between the cost of the employee plan and the fully funded plan will be contribute to a Health Savings Account in the employee's name. The employee shall select an insurance plan from options provided by the District. Should the amount of money provided by the District not cover the current premium of the plan selected by the employee, the employee will be required to pay the premium difference. Payment of the premium difference will be through payroll deduction
  - b) Life Insurance
    - i) The District shall provide \$20,000 life insurance coverage to eligible employees in the Teachers' Unit to the employee with an option for employees to purchase additional life insurance.
    - ii) The Employees' Insurance Committee shall participate in discussions concerning life insurance.

- 4) Accumulated Days – Payout Formula
  - a) Upon separation from KCPS, employees in the Units shall be issued payment for all earned, but unused PTO time computed at their current rate of compensation according to the following formula, provided the same is permitted by applicable law:
  - b) Accumulated PTO shall not exceed two hundred (200) days when computing final payments upon separation from KCPS.
  - c) Employees shall receive three percent (3%) credit for each year of service, from their most recent employment date at KCPS up to a maximum of twenty-five (25) years or seventy-five percent (75%).
  - d) The employee's current daily rates of pay shall be used to compute the accumulated payout.
  - e) Accumulated pay shall be computed using this formula:
    - i) Years of service, from the most recent appointment date at KCPS (maximum of 25), times three percent (3%) (maximum of 75%), times the number of accumulated days, times the employee's current daily rate of pay.
    - ii) A minimum of seven (7) months' service during a fiscal year shall constitute one (1) year of service.
    - iii) Payment to employees for accumulated leave shall be funded in keeping with the current funding formula. KCFT & SRP will be provided with a copy of any audit or analysis of the severance pay/accumulated PTO program as is maintained in the normal course of business.
- 5) Distribution of Salary
  - a) Direct deposit shall be required of all employees.
  - b) During the school year, direct deposit pay stubs will be distributed at school locations on payday. Substitutes, employees who travel from location to location, or employees on authorized leave will have their direct deposit pay stubs mailed to the home address on record with KCPS. Employees who do not work during the summer will receive their direct deposit pay stubs at the employee's home address on record with KCPS. Mailing will be completed allowing delivery on designated pay days assuming three (3) days for delivery by the post office.
- 6) Tuition Waiver
  - a) Tuition will be waived for all bargaining unit employees for any job-related course offered by KCPS, such as night adult education or vocational education courses.
- 7) Tuition Reimbursement for Job Related Courses:
  - a) Employees must receive prior written authorization from the KCPS Human Resources Chief in order to be eligible for tuition reimbursement. Tuition for job related courses in which the employee attains a grade of B or better shall be reimbursed at one hundred percent (100%) of tuition incurred by the employee. Tuition for courses in which the employee attains a grade of C shall be reimbursed at fifty percent (50%) of tuition incurred by the employee. The Chief of HR must respond to the request within 14 days.
  - b) The criteria for eligibility is:
    - i) The employee must have a minimum of 5 years of employment with the District.
    - ii) Classes can be taken at a community college or state college.
    - iii) Private colleges and universities require cost sharing with the employee.
    - iv) With cost sharing, an online university may be an appropriate venue.
    - v) Employees must meet the residency requirement for in-state tuition. Employees not meeting in-state residency requirements will receive tuition equal to that of in-state fees.
    - vi) Classes should be scheduled as is feasible to not interfere with normally scheduled working hours. Members of the Security Unit may not be called for mandatory overtime at the times they are enrolled in an approved class.
    - vii) If the employee voluntarily separates from KCPS the employee will be responsible for repaying any tuition fund disbursements made to them within 12 months of their separation date.



- viii) Payments will be made within 4 weeks of submission of paperwork.
- ix) Denial of the Employee's request by the Human Resources Chief may not be grieved, but may be submitted to the Superintendent for a final, non-appealable determination.

8) Overtime

- a) Overtime shall be awarded to the most senior employee within the classified classification with the qualifications and skills required. In the event all qualified employees should decline to work such overtime, KCPS may assign such overtime to the least senior qualified employee. Overtime pay shall be one and one-half (1-1/2) times the regular pay for hours worked in excess of forty (40) hours per week. Employees temporarily assigned to a position other than their regular position shall be paid the rate of either their regular position or the temporary position, whichever is higher.
- b) Overtime shall be paid during the pay period in which it was earned. Employees working overtime beyond the scheduled shift shall be entitled to a rest period not to exceed fifteen (15) minutes if such employee works more than two (2) hours. An additional fifteen (15) minutes shall be taken for each additional four (4) hours worked.
- c) Classified employees who are exempt from overtime shall receive a stipend at the stipend rate reflected in the CBA for Teachers, Counselors and Librarians for participation in workshops and trainings that are held on weekends.

9) Additional Overtime Provisions

- a) An Employee who is required to work during a winter or spring break will be paid double time for the hours he/she physically works.
- b) Any hours physically worked over 40, will result in the employee being paid time and a half per the Fair Labor Standards for the hours beyond 40.
  - i) Example: This employee if required to work the five (5) days of Spring Break with a base rate of \$20 per hour would be paid as follows:
    - (1) 40 hours of Spring Break @\$20 per hour – Base pay \$800
    - (2) If required to work, then the 40 hours physically worked would be paid an additional \$20 per hour resulting in another \$800 for the 40 hours physically worked.
    - (3) This amounts to double time for the break.
    - (4) If the employee has to work more than the 40 hours during this break, the additional time beyond would be paid at time and a half, not double time.

10) Mileage

- a) Employees whose regular assignments require that they travel from one KCPS location to another shall be reimbursed at the IRS mileage rate per mile, plus parking expenses actually incurred.
- b) Vacation (12-month employees only)
  - i) Members of the units covered in this CBA employed on a 12-month basis shall be entitled to vacation based on years of service as follows:
    - (1) One (1) year through five (5) years – ten (10) days per year
    - (2) Six (6) years through fourteen (14) years – fifteen (15) days per year
    - (3) Fifteen (15) years or more – twenty (20) days per year.
    - (4) The school year, July 1 through June 30, shall be used as the basis for determining the vacation allowance for 12 month employees in the bargaining unit. School-based employees are encouraged to use their vacation days on non-school student attendance days.
    - (5) Except in cases of inclement weather and emergencies, employees eligible for vacation with pay must provide two (2) weeks' notice to their supervisor when requesting vacation time. The employer must provide written acceptance of the vacation request within three (3) working days of receiving the request. The employer may not deny vacation requests unless too many employees request the same vacation days within a department. In these cases, vacation time will be allotted according to KCPS seniority

- (6) The total years of continuous service prior to July 1 determines the amount of paid vacation.
- (7) An employee of KCPS who is eligible for vacation with pay and who voluntarily leaves the employment of KCPS shall receive said vacation pay for which they have earned and for which they are eligible. Employees who are terminated by KCPS will be paid all vacation pay for which they have earned and for which they are eligible.
- (8) Members of the Units may accumulate and carry over vacation days from year to year, up to a maximum of fifty (50) days.
- (9) Members of the Units who have accumulated more than fifty (50) days as of July 1, 2012, will have an opportunity to cash out up to 10 days - at the employee's daily rate of pay - above the fifty (50) allowable to carry over. Employees who separate from KCPS prior to July 1, 2012 will be compensated for unused vacation time up to sixty (60) days at the employee's daily rate of pay.
- (10) In any year an employee accumulates vacation days that would exceed the fifty (50) day maximum, the employee may utilize up to five option days to draw down excess days to the fifty (50) day ceiling. An option day may be defined as a vacation day in which an employee will have the option of working a regular workday and being paid for that work day while concurrently being paid a vacation day.

11) Additional Financial

- a) KCPS will certify payment to members of the Units when changes are made to their regular school assignment at the beginning of the new school year.
- b) Whenever an employee loses his/her duty-free lunch as a result of required work the time shall be subject to compensation.
- c) Overtime pay for all employees in the Classified Units will be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of forty (40) hours per week.
- d) Pay for holidays shall be at the employee's regular rate of pay. An employee who is required to work on a holiday shall be paid double time. An employee, with the prior permission of his/her supervisor, and only with the approval of the appropriate department head, may elect to take a substitute paid holiday in some other week.
- e) When KCPS owes an employee less than one hundred dollars (\$100) of supplemental pay during the current pay period, KCPS must make said payment no later than the next pay period. Any mistakes over one hundred dollars (\$100) will be paid within three (3) working days.
- f) Paraprofessionals working in the Special Education Department will receive an additional fifty cents (\$.50) per hour in addition to the regular hourly rate of pay.
- g) Emergency Substitute Rate for paraprofessionals – paraprofessionals serving as substitute classroom teachers shall, in addition to their regular hourly rate of pay, receive:
  - i) Nine dollars (\$9.00) per hour for substitute services performed in a given day
  - ii) Seventy dollars (\$70.00) per day for eleven to thirty-one (11-31) consecutive work days.
  - iii) Ninety-five dollars (\$95.00) – more than thirty-one (31) consecutive work days.

12) Flex Time – Classified staff with the approval of their supervisors may request to flex their schedule within the week when it is necessary to complete certain key tasks.

- a) Ex: If a secretary is needed to work Back-to-School Night for two (2) hours, the supervisor could allow the employee to go home two (2) hours earlier on another day in the same week.

13) Nurses

- a) Grade Z clarification
  - i) Grade Z15 references a Licensed Registered Nurse.
  - ii) Grade Z16 references a Licensed Registered Nurse who has a Bachelor's Degree.