

PREAMBLE

This Resolution is entered into by the Communications Workers of America (CWA), AFL-CIO (hereinafter referred to as "the Union"), and the State of Missouri, Office of Administration and the Department of Social Services (hereinafter referred to as "the Employer"), on behalf of the eligible employees of the Department of Social Services. It is the purpose of this Resolution and the intent of the parties to establish harmonious understandings and relationships between the Employer and the Union; to promote efficiency and effectiveness; and to comply with the provisions of the RSMo 105.520 for the eligible employees. Therefore, the parties agree, by their duly authorized agents to comply with the terms set forth in the following pages for the specified term of this Resolution.

ARTICLE 1 RECOGNITION

Section 1.01

The Employer recognizes the Union as the exclusive bargaining representative for all eligible employees in the Department of Social Services as described in Section 1.02 for the purpose of meeting and conferring pursuant to the statutory provisions of RSMo 105.510 – 105.520.

Section 1.02

This unit includes all eligible full-time and part-time employees of the Department of Social Services of the State of Missouri excluding those employees who are managerial, supervisory, confidential, or otherwise excluded by law, or those who do not occupy classifications listed in Appendix A.

Section 1.03

This Article is not meant to be nor is it to be considered a guarantee by the Employer that any of the positions listed shall be maintained or filled by the Employer.

Section 1.04

- a) The Office of Administration will submit a copy of the Personnel Advisory Board monthly agenda. If new job classifications are established by the Personnel Advisory Board and utilized by the Department, the Union may request inclusion in the bargaining unit.
- b) In the future, should new classifications be established by the Personnel Advisory Board and utilized by the Department, the parties hereto shall meet, confer and discuss to determine whether such positions are appropriate for the bargaining unit. If the parties are unable to agree as to whether the job classifications should be included in the bargaining unit, a party may seek such determinations by the appropriate state agency responsible for this function.

ARTICLE 2 MANAGEMENT RIGHTS

Subject to the provisions of this Resolution, Employer retains the inherent management authority and is vested with the exclusive right to control its operations, to determine its policies, its overall budget, the manner of exercise of its functions, and the direction of its work force.

ARTICLE 3 NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate against employees because of race, age, sex, color, creed, national origin, disability, religion, Union activity, political affiliation, or because of membership status or the lack thereof in a labor organization. This provision gives no further rights than already granted under Title VII of the Federal Civil Rights Act and the Missouri Human Rights Act.

ARTICLE 4 UNION NOTICES AND ACTIVITIES

The parties agree that it is the right and responsibility of the Employer to manage the distribution or communication of information in work areas during work time-its facilities. Any such distribution or communication not in accordance with this Article will be discontinued.

Section 4.01

The Union shall be permitted by the Employer use of space, which is visible and unobstructed, for Union-supplied bulletin boards meeting Employer-supplied specifications for communications with employees in this unit. The union will not place a bulletin board in the Employer's property without prior approval by the Employer. No defamatory, derogatory, partisan political, or election campaign materials may be posted. No other distribution or solicitation is permitted on or in state facilities except as allowed in this Resolution. No employer-sponsored materials shall be posted on the Union bulletin boards.

Section 4.02

The Union shall provide a list of all Union employees, officers, and stewards of Local 6355 together with a description of the area served by each. This list shall be filed with the Department's Human Resources Center on a quarterly basis. The list is on file with the Human Resources Center will be the official list of representatives.

Section 4.03

- a) Employer shall permit Union access during Department's regular working hours to State owned or leased property for the purpose of Resolution administration,

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distribution of Union flyers, newsletters, membership packets and dues deduction authorization cards and other information related to the Resolution. This activity shall be conducted during non-work hours (i.e., duty free lunch hours, break times) and in non-work areas (i.e., cafeteria, conference room, and break room) not accessible to the general public or clientele of Employer. Such activity shall be conducted in a manner which is not disruptive.

- b) Arrangements regarding time and place will be made with the facility manager or designee in writing via fax with a copy to the Human Resource Center at least two business days in advance. Such notice shall include the time and date of arrival, the expected amount of time desired, and the reason for entry. Failure to provide adequate notice may result in denial of this access. This privilege is available to Union stewards and representatives recognized under Article 4, Section 4.03 of this Resolution. Permission for such activity by the facility manager or designee shall not be unreasonably withheld.
- c) Employees acting in the capacity of Union representative for this purpose must utilize accrued annual leave, compensatory time, union leave without pay (ULWOP) or leave without pay (LWOP) for this purpose. Requests for such leave shall be requested in writing in advance and shall be granted if such usage does not unduly interfere with work responsibilities. Notification of leaving shall have the appropriate amount of time for the absence at the time permission to leave is sought. The same supervisor shall be notified upon the steward's return to the workstation. Permission for leaving shall not be unreasonably withheld.
- d) This section is not intended to provide special release time for employees meeting with the Union.

Section 4.04

The Department agrees to adhere to the Office of Administration policy relative to the release of employee names and home addresses.

Section 4.05

The Union will be permitted to have a welcoming letter to all new bargaining unit employees in the agency's employee orientation packet. During orientation/new employee training sessions, a Union representative will be permitted to speak for approximately 15 minutes. The Union will also be allowed in buildings where such orientation/new employee training sessions are being conducted in order that that bargaining unit employees may stop by and talk to Union representatives after orientation. The Union will be notified of orientation programs at least seven work days in advance. Thereafter, the Union shall give three work days notice that it will not have a representative deliver an approximately 15 minute presentation at the time of orientation training. This shall not interfere with the work of the state. Presentations by the Union shall be limited in scope to information about the Union, benefits of participation, and procedures for enrolling and revoking voluntary fees to participate in the Union. No

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information that is derogatory, defamatory, or partisan political shall be communicated at the time of the orientation.

ARTICLE 5 PAYROLL DEDUCTION OF UNION DUES

Section 5.01

If authorized by an employee on the designated form, the Department shall request the Commissioner of the Office of Administration to deduct Union dues from the wages and salaries of the employee. Under Office of Administration procedures, the State shall remit the deductions to the Union to the address provided by the Union. No deductions shall be made for initiation fees, fines or assessments.

Section 5.02

Before there is any payroll deduction for an employee, the earnings must be regularly sufficient after other legal and required deductions to cover the amount of the pro-rated monthly Union dues. When an employee is in a non-pay status for an entire month, no deduction shall be made to cover that pay period from future earnings. If an employee is in a non-pay status during only part of a pay period, and if the wages and salaries are not sufficient to cover the entire dues deduction, no deduction shall be made. The parties recognize that legal and other withholdings and deductions such as Social Security and Federal and State income taxes shall have priority over Union dues.

Section 5.03

Employer shall deduct Union dues on the first payroll period of the month following the receipt of the written authorization by the appropriate office of Employer.

Section 5.04

If the Employer over/withholds an amount in excess of the appropriate dues from an employee's wages and salaries and remits the same to the Union, the Union agrees to immediately refund such overpayment to the employee upon notification from employer.

NOTE: Employees who are appointed to a position that is not included in the bargaining unit and fails to notify HRC in writing/by telephone call of the appointment, may continue to have payroll deduction of dues if such notification does not occur. Neither the employer nor the Union is responsible for the repayment of such a deduction.

Section 5.05

Neither party shall intimidate, threaten, coerce, harass, or compel any employee to agree to a payroll deduction, nor shall either party intimidate, threaten, coerce, harass, or compel an employee to continue to have payroll deductions from their check.

Section 5.06

Union agrees to and shall indemnify and hold harmless the State of Missouri, or any of its officers or agents, from any and all claims, demands, suits, or any other actions arising as

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a result of this Article or from complying with any request for termination under this Article.

Section 5.07

Any employee who has previously submitted written authorization for the voluntary deduction of membership dues to the Union may revoke the authorization by submitting a written statement to their payroll or Human Resources office. The employee should also submit a copy of the written statement, withdrawing the authorization to CWA/MSWU Local 6355, 3150 Roger Place, St. Louis, MO 63116. This revocation impacts the administrative process of the payroll deduction of Union dues in compliance with Chapter 33.103, RSMo. The expiration of the payroll deduction will be effective the first complete pay period following the submission of the written revocation. The union and the employee may make other payment arrangements should a financial obligation exist after the payroll deduction has been canceled. The union shall notify the employer each month of those employees who have requested revocation directly through the union so that those deductions may be cancelled as well.

Section 5.08

The Office of Administration shall provide the Union a list at least once a month of all employees having dues deduction.

**ARTICLE 6
LEAVE OF ABSENCE**

Section 6.01 Leave Without Pay for Union Business

- a) An employee who is a union officer, steward, or designated representative may be granted Leave Without Pay for Union business and to attend to business matters pertaining to the Union. Such Union officer, steward, or designated representative shall give his/her supervisor twenty-one (21) days notice of his/her intention request to be absent from duty for Union business for absences totaling five (5) consecutive work days or more. For absences for Union business of less than five (5) consecutive days, the employee will promptly request leave as soon as he/she is aware of the need for the absence. Employee requests for Union Leave Without Pay should be submitted through regular supervisory channels for approval. Prior to request being considered by the employer, the Union must provide verification to the Human Resources Center that the Union has approved this leave. Such notice does not guarantee the granting of leave.
- b) Any elected officer, steward or representative may, upon request to his/her supervisor, be excused without pay from assignment to State duty not to exceed 192 normally scheduled work hours per calendar year or 960 hours for the Union in total per calendar year. No more than one (1) officer, steward, or representative may be excused from a unit/facility within a division of service

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with no more than six (6) excused at one time in total from the division of service.

- c) Approval for this leave will be based upon the staffing needs of the employer and Article 4 of the Agreement. Any denied request shall be accompanied by a written explanation from management. For absences for Union business of less than five (5) consecutive days, the employee will promptly request leave as soon as he/she is aware of the need for the absence.

Section 6.02 Administrative Leave for Union Business

- a) Administrative leave will be permitted for: Health and safety committee meeting in accordance with Article 7 of this Agreement; labor/management meetings in accordance with Article 8 of this Agreement; and Grievance meetings in accordance with Article 9 of this Agreement. All stewards or officers or other employees of the bargaining unit shall request permission prior to leaving their workstation for Union business as permitted by this Agreement. Notification of leaving shall have the steward's destination, the exact purpose of the Union business, and the appropriate time for the absence at the time the permission to leave is sought. This section is not intended to provide special release time for employees meeting with the Union. Approval for this leave will be based upon the staffing needs of the employer. The Employer will allow administrative leave with pay to two (2) Union officers, stewards or designated representatives to negotiate a replacement agreement. This administrative leave shall not exceed eight (8) hours, or the employee's regular full day's pay if the employee's regular schedule differs from the standard eight (8) hours nor shall it result in the earning or accrual of overtime compensation. Any expenses incurred by Union representatives associated with these meetings will not be reimbursed by the State. ~~Leave for future meet and confer sessions will be addressed when those occur.~~
- b) ~~The Employer shall;~~
 - (i). ~~allow time during work hours without loss of pay to attend meet and confer sessions for a maximum of ten (10) Union officers, stewards or designated representatives to negotiate a replacement agreement and a maximum of four (4) to attend all other meet and confer sessions~~
 - (ii). ~~or agree to meet outside work hours at a mutually agreed upon time and place.~~

Section 6.03 Leave for Active Duty Family Members

In the event the employee does not have a sufficient leave balance, the employee may use up to five (5) days of leave without pay for the purpose of spending time with spouse, children or other members of the employee's household while home on leave from active military service or prior to reporting for active duty. Military orders will serve as the official verification of this leave.

ARTICLE 7 HEALTH AND SAFETY

Section 7.01 Health and Safety Committee:

The Department recognizes the importance of health and safety in the workplace. To this end the Employer agrees to maintain a Health and Safety Committee comprised of three (3) representatives of the Employer and three (3) persons designated by the Union who will meet to discuss mutually agreed upon health and safety issues such as properly cleaned, heated, ventilated, and lighted working environments as needed, not to exceed two (2) meetings per year unless mutually agreed by the Union and Employer. The Parties shall exchange proposed agendas at least fifteen (15) working days prior to the meeting. The Parties shall at this time, designate their representatives. These meetings will be held during normal business hours with administrative leave provided for attendance at the meeting and for reasonable time traveling to and from the meeting for bargaining unit employees. Approval for this leave will be at the discretion of the employer. This administrative leave shall not exceed eight (8) hours, or their regular full day's pay if the employee's regular schedule differs from the standard eight (8) hours, nor shall it result in the earning or accrual of overtime compensation. Any expenses incurred by union representatives associated with these meetings will not be reimbursed by the State.

Section 7.02

Employees are responsible for reporting unsafe conditions and situations which may impact employee health and safety, as directed by DSS Administrative Policy. Employees shall not be intimidated, coerced, verbally or otherwise, after reporting an incident. Any time an employee is assaulted, property is damaged, or it is believed that there is an immediate threat of assault or damage to property, appropriate law enforcement officials (e.g., local police department, sheriff's office, highway patrol, city marshal) may be notified by the employee or a member of management.

Section 7.03

All facilities where employees are present shall have a designated person with responsibility for safety policy compliance at all times in accordance with DSS policy. Upon request, the employer shall notify staff of the designated person responsible.

ARTICLE 8 LABOR MANAGEMENT MEETINGS

Section 8.01 Labor-Management Forum: The Department recognizes the importance of maintaining a cooperative Labor-Management approach in areas affecting the Labor Relations within DSS and agrees to:

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- a) The Department Director, or designee, and a committee of Division Directors, or their designees, agree upon request to meet yearly with a committee of no more than seven (7) bargaining unit representatives designated by the Union to discuss mutually agreed upon topics regarding the administration of this agreement, Department Policy, and issues relevant to the Department. In addition, the division directors and/or their designated representatives for each of the program divisions agree upon request to meet yearly with a committee of no more than seven (7) bargaining unit representatives designated by the Union to discuss mutually agreed upon topics regarding the administration of this agreement, Department Policy, and issues relevant to the Division. These meetings will be coordinated through the Human Resource Center.
- b) These meetings will be held during normal business hours with administrative leave provided for attendance at the meeting and for reasonable time traveling to and from the meeting for bargaining unit employees. Approval for this leave will be at the discretion of the employer. This administrative leave shall not exceed eight (8) hours, or their regular full day's pay if the employee's regular schedule differs from the standard eight hours, nor shall it result in the earning or accrual of overtime compensation. Any expenses incurred by union representatives associated with these meetings will not be reimbursed by the State.
- c) The Parties shall exchange proposed agendas at least fifteen (15) working days prior to the meeting. The Parties shall, at this time, designate their representatives.

ARTICLE 9 EMPLOYEE GRIEVANCES

Section 9.01

If a grievance shall arise between an employee and the Department, such grievance shall be processed in accordance with the grievance procedure of the Department. Any dispute involving interpretation, application or meaning of this Agreement or involving any claimed violation of this Agreement arising during the term of this Agreement shall be processed in accordance with the grievance procedure of the Department.

If, after exhausting all steps of the Department's grievance procedure for issues pertaining to Article 4, Union Notices and Activities or Article 13, Miscellaneous Provisions, an employee may submit the grievance and associated material to the Commissioner of Administration who will review the Department's decision, the position of the grievant and the Union as submitted by all parties to the matter. and hold a hearing on the matter

The Parties agree that the above described remedies shall be the sole and exclusive procedure for remedy regarding the enforcement, validity or applicability of this agreement and that neither party will contest the final outcome of these remedies in a court of law of the United States, the State of Missouri or through any other entity who is

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not a party to this agreement.. This Article shall not be used, however, to resolve disputes about employee discipline and discharge. Grievances concerning employee discipline not appealable to the Personnel Advisory Board shall be resolved through the DSS grievance process. Grievances concerning discipline that is appealable to the Personnel Advisory Board shall be resolved through that Baord.

Section 9.02

At employee grievance hearings, an employee may have a Union representative, officer, steward, or another state employee to assist, to advise, or to represent the employee in the grievance proceedings, provided that the arrangements for such assistance or representation does not delay or disrupt the proceedings, as determined by the employer. Union representatives will be provided administrative leave only for reasonable time spent on travel to and from meeting location and meeting attendance, not to exceed eight (8) hours, or their regular full day's pay if the employee's regular schedule differs from the standard eight hours, nor shall it result in the earning or accrual of overtime compensation. Approval for this leave will be at the discretion of the employer. Any expenses incurred by union representatives associated with these meetings will not be reimbursed by the employer.

ARTICLE 10 TECHNOLOGICAL CHANGES

Section 10.01

The employer shall notify the Union when it intends to introduce automation or equipment that will result in a reduction or displacement of employers. The Employer will provide appropriate training to operate the new or automated equipment when necessary.

ARTICLE 11 SENIORITY

Section 11.01

Seniority for the purpose of this Resolution shall be determined on the basis of continuous length of service with the Missouri Department of Social Services beginning with the most recent date of hire.

Section 11.02

Seniority rights, for the purpose of this Resolution, will be applied after the employee has completed 12 months of employment with DSS.

Section 11.03

Seniority as outlined above shall be considered determining factor when all other factors are equal for the purposes of transfers, promotions, and schedule selections.

ARTICLE 12
PRE-DISCIPLINARY MEETING
EMPLOYEE RIGHTS

Section 12.01

- a) An employee may seek advice, assistance, or representation upon request if the employee is questioned by an agency representative about a matter that ~~the employee reasonably believes may~~ will lead to a notice of unacceptable conduct, a notice of a period of conditional employment, demotion, suspension or dismissal of the employee. Such assistance or representation shall not delay or disrupt the proceedings. Union representatives will be provided administrative leave only for reasonable time spent on travel to and from meeting location and meeting attendance. Approval for this leave will be at the discretion of the employer. This leave shall not exceed eight (8) hours, or their regular full day's pay if the employee's regular schedule differs from the standard eight hours, nor shall it result in the earning or accrual of overtime compensation. Any expenses incurred by union representatives associated with these meetings will not be reimbursed by the employer. The employer shall allow approximately fifteen minutes conference time between Union representative and employer prior to investigatory/disciplinary meetings. This time shall be coded as Union leave with pay for all Union representatives and leave slips submitted accordingly. The employer agrees to advise employees of the subject matter on which they will be questioned. In no event may an employee withhold information from his superiors or co-workers which affects or could affect ongoing operations of state government or any program thereof. ~~When a notice of unacceptable conduct, a period of conditional employment, demotion, suspension, or dismissal is proposed, the employee shall be notified of the charge, and before the action is effective, or the hearing held, whichever is to occur first, the employee and his or her representative shall be entitled to a specification of the charges or complaint, and any documentation supporting the charges or complaint.~~
- b) ~~To have employer maintain confidentiality of employee personnel records as outlined in departmental policy.~~
- c) ~~Any negative entries placed in the employee's official personnel file shall contain the date and name of the individual making the entry. It shall be presented to the employee for his/her counter signature. Refusal to sign shall be noted on the document. Signing shall not be construed as agreement to the document's content.~~

ARTICLE 13
MISCELLANEOUS PROVISIONS

Section 13.01

The Department shall notify the Union of proposed policy changes that affect the conditions of employment of DSS employees in the bargaining unit normally within

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thirty days prior to the implementation. In addition, any division policy changes shall be forwarded in the same manner.

Section 13.02

The Parties recognize that each had an unlimited right and opportunity to make demands and proposals during the meet and confer sessions with respect to covered employees and that the provisions contained in this Agreement represent the full exercise of that right and opportunity for a period running to the termination date of this Agreement. Such waiver extends to issues of impact as well.

Section 13.03

If any provision in this Agreement is declared invalid, unlawful, or unenforceable by action of a court or competent jurisdiction, or is rendered invalid, unlawful, or unenforceable by enactment of state or federal legislation, the remaining terms of this Agreement shall remain in force and effect. Under such circumstances, a party may request to meet and confer over language to replace the provision. Such replacement shall be compatible with the remaining terms of this Agreement and be compatible with the decision or enactment rendering the old provision invalid, unlawful, or unenforceable.

Section 13.04 Departmental Manuals:

- a) The Department shall furnish one (1) copy of the Department of Social Services Administrative Manual to each Union office.
- b) Additionally, any updates or additions shall be furnished to the same office.
- c) The Union shall have the opportunity to review and comment upon policies within ninety (90) days of receipt.

Section 13.05 Resolution Dissemination:

The employer will distribute a copy of this resolution to all DSS offices. It will be maintained in the same location and manner as agency administrative manuals and will be available, upon request, for all employees on all shifts. The Department will also make a copy available on e-mail.

Section 13.06 Wage Recommendations:

Upon request, the Department and Union shall exchange information regarding annual recommendations for revising the pay plan submitted to the Personnel Advisory Board for use in submitting its pay plan recommendations to the Governor. This does not bind either party to support any pay plan recommendations beyond that which is issued by the Personnel Advisory Board.

Section 13.07

~~If any committee is or has been established via legislation or regulation which requires participation by DSS employee(s), within the bargaining unit, the Union shall appoint~~

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~~those individuals to serve on any such committee. the Department will first request names of participants from the Union. If any legislation which mandates a representative of the Union be assigned to a committee, the Department shall follow the law in regard to the composition of the existing committee.~~

Terms of Resolution

This Agreement will become effective on _____ and will remain effective for one full year until _____ ~~at which time it shall be extended unless either party gives written notice to terminate prior to sixty (60) days of the anniversary of the Agreement.~~

On or before the termination date of the Agreement, the parties may agree to extend the terms of this Agreement for two additional periods of one year each. The parties further agree that any such extension will not exceed one year in duration and the number of extensions of the Agreement will not exceed two (2) in number.

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**Department of Social Services/CWA
Bargaining Unit Eligible Job Classes (03/16/06)
Appendix A**

The parties agree to meet during the term of this agreement to update Schedule A in accordance with the classifications listed on UC 2001-03 into Schedule A and file the appropriate documentation with the appropriate state agency responsible for this function to obtain an updated unit clarification to reflect the bargaining unit. This state agency will also make a determination of the method of inclusion if a job class that is not currently included in the bargaining unit is deemed to be appropriate for the bargaining unit.

Index Number	Class Title
0001	Clerk I
0002	Office Support Asst (Clerical)
0003	Senior Office Support Asst (Clerical)*
0012	Office Support Assistant (Steno)
0021	General Office Assistant
0022	Office Support Assistant (Keyboard)
0130	Information Support Coordinator
0201	Stores Clerk
0202	Storekeeper I
0301	Account Clerk I
0302	Account Clerk II
0305	Auditor I
0311	Accountant I
0431	Research Analyst I
0432	Research Analyst II
0655	Security Officer I
2042	Security Guard
2062	Cook II
3005	Academic Teacher I
3006	Academic Teacher II
3007	Academic Teacher III
3032	Education Assistant II
3045	Special Education Teacher I
3046	Special Education Teacher II
3047	Special Education Teacher III

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Index Number	Class Title
3059	Guidance Counselor I
3061	Guidance Counselor II
3070	Vocational Teacher I
3071	Vocational Teacher II
4318	Licensed Practical Nurse II (General)
4321	Registered Nurse II
4322	Registered Nurse III*
5027	Recreation Officer II
5032	Outdoor Rehabilitation Counselor I
5076	Youth Specialist Trainee
5077	Youth Specialist
5082	Regional Family Specialist
5083	Service Coordinator I (Youth Services)
5084	Service Coordinator II (Youth Services)
5151	Rehabilitation Teacher for the Blind
5153	Children's Specialist for the Blind
5156	Mobility Specialist for the Blind
5159	Job Development Specialist for the Blind
5161	Area Supervisor Business Enterprises for the Blind
5165	Rehabilitation Asst., Rehabilitation Services for the Blind
5167	Rehabilitation Counselor for the Blind II
5191	Case Analyst
5180	Children's Service Worker I
5181	Children's Service Worker II
5199	Social Service Worker I
5200	Social Service Worker II
5201	Children's Service Specialist
5202	Family Support Eligibility Specialist
5259	Community Services Aide
5264	Child Support Specialist
5306	Food Program Representative
5331	Medicaid Program Relations Representative
5334	Correspondence & Information Specialist I
5335	Correspondence & Information Specialist II
5337	Child Placement Coordinator (Social Services)
5338	Medicaid Pharmaceutical Technician
5340	Medicaid Clerk

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Index Number	Class Title
5341	Medicaid Technician
5342	Medicaid Specialist
6001	Laborer I
6002	Laborer II
6006	Groundskeeper I
6011	Maintenance Worker I
6012	Maintenance Worker II
6021	Motor Vehicle Driver
9940	Social Services Aide