

**AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY
AND
TEAMSTERS LOCAL UNION 783**

UNIT "C" LABOR AND TRADES

MAY 26, 2010

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ARTICLE I: UNIT RECOGNITION

Section A. The Commonwealth recognizes Teamsters Local Union 783 as the exclusive representative of the Category Unit C, Labor and Trades, for the purposes of representing the employees pursuant to the Governor's Employee Advisory Council and the powers and procedures vested therein.

Section B. Employees covered by this Agreement shall be those in the classifications listed in Appendix A of this Agreement and such other classifications as may be accreted to the Labor and Trades Category Unit from time to time.

The Commonwealth shall notify Teamsters Local 783 in writing of any new classification to be accreted to the current Appendix A and will not remove any classification listed in Appendix A from the category unit by merely changing its title for the purpose of undermining the unit.

ARTICLE 2: PURPOSE AND INTENT

- Section A. It is the purpose of this Agreement to document agreements with respect to various terms and conditions of employment of the employees covered by this Agreement; to recognize the continuing joint responsibility of the parties to provide efficient and uninterrupted services and satisfactory conduct to the public; and to provide an orderly, prompt, peaceful, and equitable procedure for the resolution of differences between employees and the Commonwealth. When practicable, the— provisions of this Agreement shall modify or supersede conflicting practices, policies, and agreements within the various departments and agencies but shall not conflict with Kentucky Revised Statutes, Kentucky Administrative Regulations, and the Master Agreement adopted by the Governor's Employee Advisory Council.
- Section B. If, during the term hereof, the parties hereto should mutually agree to modify, amend, or alter the provisions of this Agreement, any such changes shall be effective only if reduced to writing and executed by the authorized representatives of the Commonwealth and Teamsters Local 783.
- Section C. No individual employee or group of employees of Teamsters Local 783 or Appointing Authority, Department, or Agency acting independently of the Commonwealth may alter, amend, modify, or disregard any provisions hereof. Approval shall not be unreasonably withheld. Local 783 understands and agrees that the Commonwealth has the right to limit access to Commonwealth owned or leased buildings.

ARTICLE 3: CATEGORY UNIT MEMBERSHIP

- Section A. Employees are free to join or not join Local 783. Employees who are members of the Category Unit but who are not members of Local 783 may join Local 783 by initiating their application form and dues deduction authorization form.
- Section B. The Commonwealth agrees to deduct from the wages of an employee who is a member of Local 783, all membership dues uniformly required, as provided in a written authorization in accordance with an appropriate legal form approved by the Commonwealth, provided, that said form shall be executed by the employee who desires to be a Local 783 member. The written authorization for dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written or electronic notice by the employee to their Human Resource Administrator.
- Section C. All Local 783 membership dues will be authorized, levied, and certified in accordance with the bylaws of Local 783. Each employee and Local 783 hereby authorize the Commonwealth to honor certifications by the Treasurer of Local 783 regarding the amounts to be deducted.
- Section D. Local 783 shall not have any right or interest whatsoever in any money withheld until such money is actually paid over to Local 783. Neither the Commonwealth nor any of its employees or agents shall be liable for any delay in carrying out such deductions. Upon forwarding a check in payment of such deductions by mail to Local 783, the Commonwealth and its employees and agents shall be released from liability to the employee of Local 783.
- Section E. Local 783 agrees to save and hold the Commonwealth harmless from any damages or other financial loss, which the Commonwealth may be required to pay or suffer as a consequence of enforcing the above provisions.

ARTICLE 4: LOCAL 783 INFORMATION PACKETS

The Commonwealth agrees to furnish to new employees in the Category Unit covered by this Agreement a packet of Employee Organization related materials supplied to the Commonwealth by the President of Local 783 or his or her designee. The Employee Organization related packet shall not contain false, misleading, defamatory, salacious, scandalous, or other material that violates the rights of others or is disruptive of government operations. The Commonwealth may remove material, which violates this article, and shall provide prompt notice of any removal to Local 783.

**ARTICLE 5: EMPLOYEE ORGANIZATION MEETINGS
ON COMMONWEALTH PREMISES**

Local 783 may have meetings to conduct Category Unit business on Commonwealth premises. However, such meetings shall be governed by the Commonwealth's operational considerations and shall be confined to locations approved by appropriate Commonwealth personnel. Employees shall use their break or leave time to attend meetings when held during work hours. Approval will not be unreasonably withheld.

ARTICLE 6: BULLETIN BOARDS

The Commonwealth agrees to provide space for bulletin boards at reasonable locations accessible to employees and mutually agreed upon by the Appointing Authority and a designated representative of Local 783, to enable employees of the Category Unit to see materials posted by Local 783. All materials posted on a bulletin board shall be signed, dated, and posted by Local 783 personnel and shall relate only to the matters listed below:

1. Recreational or social affairs;
2. GEAC election information;
3. Results of GEAC elections;
4. Category Unit meetings;
5. Local 783 rulings or policies;
6. Report of Local 783 standing committees;
7. Publish mutually agreed upon grievance or mediation settlements;
8. Any other material authorized by the Commonwealth.

The bulletin boards shall be purchased and maintained by Local 783 and shall be for the sole and exclusive use of Local 783. Bulletin boards shall not contain false, misleading, defamatory, salacious, scandalous, or other material that violates the rights of others or is disruptive of governmental operations. The Commonwealth may remove posted material, which violates the provisions of this Section, and shall provide prompt notice of any removal to Local 783.

ARTICLE 7: EMPLOYEE ORGANIZATION PRESENTATION

- Section A. A Category Unit Representative shall be given an opportunity once a month for up to thirty minutes during regular work hours to meet new employees on a voluntary basis to describe the work of the Category Unit Representative and its rights and obligations as an exclusive representative. All new employees that participate in this opportunity are free from reprisal or retaliation. No partisan political material, material ridiculing individuals by name or obvious direct reference, or material that is defamatory or detrimental to the Commonwealth shall be contained in such presentation. The Commonwealth may remove material, which violates the provisions of this article, and shall provide prompt notice of any removal to Local 783.
- Section B. Once a month, the Commonwealth will give Teamsters Local 783 a list of all employees added to the category unit within the previous month.

ARTICLE 8: OFFICE SPACE

The Commonwealth agrees to provide space for each of the twelve (12) Local 783 Chief Stewards with a locking two-drawer file cabinet and a location to secure it. The purchase of the cabinet is the responsibility of Local 783.

ARTICLE 9: REST PERIODS

There shall be one (1) uninterrupted, fifteen (15) minute rest period during each four (4) hours worked in a regular shift. The Employer retains the right to schedule employees' rest periods and to shorten such periods to fulfill emergency operational needs. The Employer may continue current practices regarding breaks taken in the course of operational duties or on an irregular basis. Rest periods shall not be accumulated and, when not taken, shall not be the basis for any additional pay or time off.

ARTICLE 10: WASH-UP PERIOD

An approved wash-up shall be provided immediately prior to the end of the work shift for those positions requiring a wash-up period.

ARTICLE 11: ON-CALL

Employees shall be paid for on-call time when such time is spent predominately for the Commonwealth's benefit, according to the provisions of the Fair Labor Standards Act, 29 U.S.C. Section 201.

ARTICLE 12: PERSONNEL FILES

All employees shall have the right to review their personnel files if requested in writing by the employees. A time shall be scheduled by the Employer for the employee to review the contents of his or her personnel file within three (3) calendar days of the employee's request.

ARTICLE 13: WORK RULES

The Commonwealth and the Appointing Authority agree to notify the Employee Organization of proposals to change a new personnel policy, personnel form, work practice, or work rule (or changing or abolishing an existing personnel policy, personnel form, work practice, or work rule) when such change becomes effective. Actions that implement, rescind, or revise a personnel policy or personnel form, work practice, or work rule can be raised at the Labor-Management meetings.

ARTICLE 14: CONFIDENTIALITY

The parties recognize that confidentiality requirements may preclude disclosure of certain information to third parties, including Stewards. This shall be decided on a case-by-case basis between the Employee Organization and the Appointing Authority. The parties agree that if the Cabinet Secretary permits third party disclosure of confidential information the Steward shall sign a confidentiality agreement at each meeting and shall not report confidential information (verbally or in writing) to anyone outside the meeting, including representatives of the Employee Organization.

ARTICLE 15: STEWARD REPRESENTATION

Section A. Employees covered by this Agreement, when desired, may have a union steward attend and participate in certain employee/management meetings. Employees must also attend and participate in the meeting. Any party has the right to end any meeting that becomes disruptive or confrontational. A supervisor or management has the right to end any meeting which becomes unproductive due to lack of participation by the employee.

Section B. Unless otherwise limited, the union steward may participate in the discussion, ask questions, speak to the employee, and act as an advisor to the employee.

Section C. All administrative requirements, regulations, and statutes will be adhered to, and retaliation or discrimination against an employee is strictly prohibited.

Section D. Union Stewards may attend and participate in the following:

Section E. (1) Investigations: Union stewards may participate in an investigation meeting as follows:

- When at the request of the employee;
- When the investigation involves an employment-related matter; and,
- When the employee is the subject of the investigation.

Union stewards may not hinder the investigation, as these investigations may be conducted pursuant to administrative, state or federal law. During these meetings, the primary conversation must take place with the employee. Union stewards may not attend on behalf of employees who are merely participants in an investigation and not the subject of an investigation.

(2) Evaluations: The Employee Performance Evaluation System is set forth in KRS 18A.110 and 101 KAR 2:180. A union steward may participate in the reconsideration process for an annual performance evaluation with an initial overall rating in either of the two (2) lowest ratings. This includes the following:

- assistance with preparation of the initial request for reconsideration which is signed and submitted by the employee;
- assistance with the preparation of the written request for reconsideration of the evaluation by the next line supervisor which is signed and submitted by the employee;
- assistance with the written statement signed and submitted by the employee; and attendance at the meeting with the employee and the next line supervisor.

(3) Grievances: Union stewards may assist and participate in the grievance process pursuant to the Master Agreement. The grievance process is set forth in 101 KAR 1:375 and all parties shall adhere to the requirements contained within that regulation. A union steward may assist in the completion of the Grievance Form,

which must be signed and submitted by the employee. The steward may attend and participate in all meetings held with management related to the grievance.

(4) Mediations: Union stewards may participate in mediations conducted by the Kentucky Employee Mediation Program (KEMP), per Article 17 of the Master Agreement. KEMP is a voluntary program available for state employees as a mechanism to resolve workplace conflicts. Union stewards may participate and assist employees during the mediation process, which includes the following:

- assistance in the preparation of the Request to Mediate Form which is signed and submitted by the employee;
- speaking with the KEMP program coordinator or mediator while in the presence of the employee, and,
- during the mediation the steward may speak, ask questions, and otherwise participate in the mediation.

(5) Disciplinary Meetings: Pursuant to the Master Agreement, union stewards may attend all meetings to which the employee is summoned by the agency that are likely to result in disciplinary action. The following actions are deemed likely to result in disciplinary action, and union stewards may attend and participate:

- Meetings held after an intent to discipline is issued (pre-deprivation meeting);
- Placement on special investigative leave (if likely to result in discipline); and
- Any meeting in which discipline action will be taken.

Section F. Union stewards may attend pretermination hearings, which are conducted pursuant to KRS 18A.095. KRS 18A.095(1)(b) states that an employee “may appear with counsel” to reply to any allegations at a pretermination hearing. Therefore, while a union steward may attend a pretermination hearing, the role is limited to that of a “witness” during this meeting and the steward cannot participate.

Section G. No steward or chief steward shall leave his or her work to engage in employee representation activities authorized in this Agreement or the Master Agreement without first notifying and receiving approval from his or her supervisor. Such approval shall normally be granted and shall not be unreasonably denied. In the event that approval is not granted, Local 783, at its discretion, may request an alternate representative or have the activity postponed and rescheduled within 24 hours, except in the case of an extreme emergency, such as where the health and safety of an employee or others may be jeopardized.

ARTICLE 16: LABOR MANAGEMENT MEETINGS

The Commonwealth believes that labor management meetings between the Chief Stewards and the representatives of the various Appointing Authorities in the Labor and Trades Category Unit should be held on a quarterly basis.

Items to be included upon the agenda for such labor management meetings are to be submitted at least seven (7) calendar days in advance of the scheduled quarterly meeting dates. Appropriate subjects for the agenda are:

1. Administration of the Agreement;
2. General information of interest to the parties;
3. Expression of employees' views or suggestions on subjects of interest to employees of the category unit covered by this Agreement;
4. Recommendations on health and safety issues;
5. Issues pertaining to health care; and
6. Any items mutually agreed to by the parties.

Appointing Authorities are encouraged to notify the Employee Organization of the Commonwealth's intent to make administrative changes, which may significantly affect employees covered by this Agreement, and to provide subjects of discussion for labor management meetings.

ARTICLE 17: DISCIPLINARY ACTION

Local 783 recognizes the authority of the Commonwealth to take appropriate disciplinary action which includes, but is not limited to, suspension, demotion or discharge. Local 783 recognizes the authority of the Commonwealth to take appropriate corrective action, which includes, but is not limited to, verbal or written reprimands. Disciplinary action or corrective actions shall be taken against an employee only for just cause pursuant to Kentucky Revised Statutes and Kentucky Administrative Regulations.

Discipline, when invoked, will normally be progressive in nature; however, the Commonwealth shall retain the right to invoke a penalty or take additional action which is appropriate to the seriousness of an individual incident or situation.

ARTICLE 18: HEALTH AND SAFETY

Section A. General. The Commonwealth and the Employees will cooperate in the objective of eliminating safety and health hazards. The Commonwealth will attempt to provide a safe and healthful place of employment free from recognizable hazards.

It is recognized that emergency circumstances may arise, and the Commonwealth reserves the right to make satisfactory arrangements for immediate protection of the affected employees and the general public in an expeditious manner.

Section B. First Aid Equipment. First aid equipment shall be provided at appropriate locations in the work place. The first aid equipment will contain appropriate supplies to handle situations that might reasonably be expected to arise at the work place. This first aid equipment shall be adequately maintained and checked at intervals sufficient to ensure that supplies are replaced and up-to-date.

Section C. Building. The Commonwealth will maintain all Commonwealth-owned buildings, facilities, and equipment in accordance with state regulations. Where the Commonwealth leases facilities, the Commonwealth shall assure that such facilities comply with such regulations.

Section D. Health and Safety Committee. Each of the cabinets affected by this Agreement shall establish a safety committee composed of management representatives and category unit employees. The safety committee shall advise the Appointing Authority on issues that will promote safety and health in the work place. The Appointing Authority agrees to give serious consideration to the recommendations and advice of the committee. One of the missions of the labor management meetings shall be to examine statewide policy issues regarding health and safety as it affects category unit employees.

Section E. Personal Protective Equipment. The Transportation Cabinet shall abide by the current Transportation Employee Safety and Health Manual regarding personal protective equipment used by all Labor and Trade Classification employees statewide.

Section F. Kentucky Employee Assistance Program. The Commonwealth recognizes that problems concerning marital, family, or emotional distress, alcoholism and drug abuse, financial or even medical issues can seriously diminish an individual's job performance, and that there are positive, workable solutions to many of these problems that trouble employees. Therefore, employees and their dependents are eligible for KEAP services. There is no cost for information or referral. All contact with KEAP

is confidential as required by state and federal law. Employee involvement with KEAP is permitted on state time with the supervisor's prior approval. Supervisors may refer employees to KEAP when job performance deteriorates, however, participation is voluntary.

ARTICLE 19: CONTRACTUAL WORK

- Section A. The Commonwealth is interested in maintaining employment for all employees covered by this Agreement. Therefore, in making the outside contractual work determinations the Commonwealth intends always to keep the interest of the Category Unit employees in mind.
- Section B. The right to contract or subcontract is vested in the Commonwealth. However, the right to contract or subcontract shall not be used for the purpose or intention of undermining the Employee Organization nor to discriminate against any of the Category Unit members.
- Section C. To the fullest extent possible, the Commonwealth will attempt to minimize the effect to employees of contracting out new work traditionally not performed by outside contractors. The Commonwealth shall notify Teamsters Local 783 as soon as practicable after an agency has determined that it will issue a request for proposal (RFP) soliciting any bids for such work.

ARTICLE 20: EMERGENCY ASSIGNMENTS

- Section A. Emergency conditions are conditions caused by factors beyond the control of the Commonwealth, which cannot be anticipated or planned for in the normal course of agency operations, and where work cannot be delayed or postponed.
- Section B. Nothing contained herein shall prevent a supervisor in an emergency condition from performing work normally assigned to employees in the category unit.

Article 21: PROMOTIONS

101 KAR 1:400. Promotion.

Section 1. Promotion. (1) Agencies shall consider an applicant's qualifications, record of performance, conduct, seniority and performance evaluations in the selection of an employee for a promotion.

(2) Promotions may be interagency or intra-agency.

(3)(a) An employee in the classified service, other than a career employee, may be promoted to a position in the unclassified service.

(b) He shall not have reversion rights to a position in the classified service.

(c) An employee who was promoted or changed as a result of other action, with no break in service, from a position in the classified service to a position in the unclassified service prior to July 15, 1986, shall retain the reversion rights he held at the time of promotion or other action. (17 Ky.R. 156; eff. 9-12-90; Am. 21 Ky.R. 463; eff. 9-14-94.)

ARTICLE 22: TEMPORARY ASSIGNMENTS IN HIGHER CLASSIFICATIONS

Section A. Detail to Special Duty. As provided by 101 KAR 2:076:

1. If the services of an employee with status are needed in a position within an agency other than the position to which the employee is regularly assigned, the employee may be detailed to that position for a period not to exceed one (1) year with prior approval of the Secretary of Personnel.
2. For detail to special duty, the Secretary may waive the minimum requirements if requested and justified by the appointing authority in writing.
3. If the employee is detailed to special duty to a position in a higher classification, his or her rate of pay shall be adjusted five (5%) per cent per grade for the duration of the detail.
4. Upon approval by the Secretary, the Appointing Authority shall notify the employee, in writing, of:
 - a) The detail to special duty;
 - b) The reasons for the action; and
 - c) The employee's retention of status in the position from which he was detailed to special duty.

Section B. Temporary Overlap

With the approval of the Secretary, an agency may place an employee in a position currently occupied by another employee for a period not to exceed sixty (60) calendar days, for training purposes or if it is in the best interests of the service.

Section C. Temporary Reassignment As provided by 101 KAR 2:095:

1. Each employee shall be assigned a work station by the Appointing Authority.
2. A work station may be changed to better meet the needs of the agency.
3. An employee may be temporarily assigned to a different work station in a different county for a period of up to sixty (60) calendar days without a change in rate of pay. Temporary assignment may be renewed with the approval of the Secretary of Personnel. A temporarily assigned employee shall be reimbursed for travel expenses in accordance with regulatory provisions and the appointing authority shall notify the employee in writing prior to the effective date of the action.

4. An Appointing Authority may assign an employee to work in a different site within the county of employment.

Section D. Permanent and Material Changes in Duties
As provided by 101 KAR 2:020.

If the duties and responsibilities assigned to a position are to be changed in a material and permanent way, the supervisor making the recommendation shall timely submit to the appointing authority for the agency a position description, stating the duties and responsibilities to be assigned. If the Appointing Authority approves the material and permanent assignment of the duties and responsibilities, the new position description shall be forwarded to the Secretary with the Appointing Authority's recommendation for reclassification.

ARTICLE 23: CONSISTENCY OF PRACTICES

It is agreed that personnel policies and working practices will be consistently applied throughout each agency.

ARTICLE 24: CHANGES IN DUTIES, EQUIPMENT, AND WORK ASSIGNMENTS

If the job duties and responsibilities of a classification affected by this Agreement change substantially due to the application of new skills and training not previously required, the agency shall notify Teamsters Local 783 in writing.

Section A. When a significant number of additional duties are assigned or substantial changes made in work assignments, which involve the application of skills and training not previously required, the agency shall notify Teamster Local 783 in writing.

Section B. Upon receipt of the written communication, the Employee Organization may request a conference with the agency to discuss proper allocation of the affected positions.

ARTICLE 25: PROMOTIONS AND VACANCIES

Section A: Definitions

1. "Promotion" means a change of rank of an employee from a position in one (1) class to a position in another class having a higher minimum salary or carrying a greater scope of discretion or responsibility.
2. "Demotion" means a change in the rank of an employee from a position in one (1) class to a position in another class having a lower minimum salary range or less discretion or responsibility.
3. "Posting" means the advertising of a vacant position that the agency intends to fill by promotion through the Personnel Cabinet's web site and by placement of written announcements on bulletin boards or other customary announcement sites within agencies.
4. "Promotional probation" means the period of service, consistent with the length of the initial probationary period, following the promotion of an employee with status which must be successfully completed in order for the employee to retain the position to which he has been promoted. If the employee is granted leave in excess of twenty (20) consecutive work days during this period, his work days during this period, his promotional probation shall be extended for the same length of time as the granted leave to cover such absence.
5. "Reallocation" means the correction of the classification of an existing position by placement of the position into the classification that is appropriate for the duties the employee has been and shall continue to perform.
6. "Reclassification" shall mean the change in the classification of an employee when a material and permanent change in the duties or responsibilities of that employee occurs.
7. "Reemployment" shall mean the rehiring of an employee with status who has been laid off.
8. "Reinstatement" shall mean the restoration of an employee who has resigned in good standing, or who has been ordered reinstated by the board or a court to a position in his former class, or to a position of like status and pay.
9. "Reversion" means either the returning of a status employee to his or her last position held in the classified serve, if vacant, or the returning of a status employee to a vacant position in the same or similar job classification at his or her last position held in the classified service. Reversion occurs after a career employee is terminated other than for cause from the unclassified service or after a status employee fails to successfully complete promotional probation. Reversion after unsuccessful completion of promotional probation, or in the case of a career employee after termination from the unclassified service, may only be appealed to the Personnel Board under KRS 18A.095(13).

10. "Status" means the acquisition of tenure with all rights and privileges granted by the provisions of the Merit Act after satisfactorily completion of the initial probationary period by an employee in the classified service.
11. "Seniority" means the total number of months of state service as defined by sick leave months of service.
12. "Transfer" means a movement of any employee from one (1) position to another of the same grade having the same salary ranges, the same level of responsibility within the classified service, and the same salary received immediately prior to transfer.
13. "Vacancy" means a budgeted, unfilled position within the classified service.

Section B. General Requirements

1. Vacancies may be filled on a permanent basis through appointment, demotion, promotion, reinstatement, reemployment, reversion, or transfer.
2. Except as provided by law, vacancies shall be filled by promotion whenever practicable and in the best interest of the service.
3. In order to be considered for promotion, an employee with status must meet the minimum requirements for the classification and pre-qualify through the Personnel Cabinet's "Internal Mobility Program" by completing the required application or questionnaire and being placed on the internal mobility register. Pre-qualification should be completed at the earliest possible date, because the Personnel Cabinet cannot guarantee that applications filed after a position is posted can be processed in time for the employee to be considered for the position.
4. A position that an agency intends to fill by promotion shall be posted on the Personnel Cabinet's web site and within the agency that intends to fill the vacancy for at least ten (10) days prior to filling. The posting shall contain the minimum requirements for the classification of the position and examples of duties to be performed.
5. The Appointing Authority will consider the programmatic qualifications; record of performance, conduct, and seniority of each applicant certified by the Personnel Cabinet on an internal mobility register and select a candidate based on these criteria.

ARTICLE 26: GENERAL

The Commonwealth shall provide at no cost to employees all equipment the employer deems necessary to perform the employees' job duties except where otherwise indicated to the employee prior to hire for the Transportation Cabinet classifications of Transportation Automobile/Truck Technician I-V. The employees within the aforementioned Transportation Cabinet classifications shall provide their own daily tools, which will be inventoried and insured for theft loss by the Transportation Cabinet. Transportation Cabinet will provide at no cost to the employee all specialty tools necessary to perform the job duties.

ARTICLE 27: TRAINING

- Section A. The Commonwealth agrees to continue to provide training opportunities in order that employees may learn various pieces of equipment, job assignments, and safety policies as required on the equipment being operated in the agency.
- Section B. The Commonwealth shall use properly trained and competent employees or other similarly skilled employees, including supervisors, to train employees. The Commonwealth will adhere to the minimum requirements stated in class specification series as to experience.
- Section C. Training opportunities shall be offered to all eligible employees based upon current policies and procedures.
- Section D. Employees shall be given reasonable training opportunities in order to qualify for advancement within the classification series. These training opportunities will be provided on a fair and equitable basis, and in accordance with the current policies of the Commonwealth.

ARTICLE 28: SAVINGS CLAUSE

If any Article or Section of this Agreement should become invalid by operation of law, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into discussions for the purpose of arriving at a mutually satisfactory replacement for such Article.

ARTICLE 29: NO STRIKE, NO LOCKOUT

- Section A. No Strikes. The Employee Organization agrees to refrain from engaging or participating in any strike, work stoppage, or slowdown, or participating in any other activity for the purpose of interfering with the operations of the Commonwealth during the term of this Agreement.
- Section B. No Lockouts. The Commonwealth agrees not to lock out any employee during the term of this Agreement.

ARTICLE 30: LOCAL 783 INFORMATION TO THE COMMONWEALTH

Local 783 agrees to furnish the following information in writing to the Commonwealth:

1. A list of designated stewards and chief stewards and their respective locations;
2. A list of Local 783 officers and business representatives;
3. A current copy of the International Constitution and Local 783 bylaws; and
4. Current Local 783 office mailing address and pertinent telephone numbers.
5. Any changes or additions to the information set forth above shall be forwarded to the Commonwealth by Local 783 as soon as such changes are made.

ARTICLE 31: SEVERABILITY

If any provision of this Agreement, at any time after its execution, is declared to be invalid by any court of competent jurisdiction, or otherwise abrogated by law, the invalidation of a portion of the Agreement shall not invalidate the remaining portions of this Agreement. It is the express intent of the parties that all other provisions not invalidated thereby shall remain in full force and effect. The parties shall thereafter promptly enter into discussions for the purpose of arriving at a mutually satisfactory replacement for any invalidated provision.

ARTICLE 32: INTEGRITY OF THE CATEGORY UNIT

The Commonwealth recognizes and shall endeavor to maintain the integrity of the Category Unit.

ARTICLE 33: POLYGRAPH EXAMINATIONS

The Commonwealth shall not require an employee to take a polygraph examination, lie detector test, or similar test. The Commonwealth shall not discipline any employee solely because an employee refused or declined a polygraph examination, lie detector test, or similar test.

**ARTICLE 34: STEWARDS TIME OFF WITHOUT LOSS OF PAY
DURING WORKING HOURS**

Stewards shall be allowed time off up to 15 hours per month without loss of pay during working hours to attend grievance meetings, labor management meetings, and grievance investigation if such time off has been established prior in time with the Stewards', Appointing Authorities or agencies. Consent to time off for Stewards shall not be unreasonably withheld.

ARTICLE 35: OVERTIME

- Section A. Subject to the provisions of 101 KAR 2:102, Section 5, hours resulting in overtime will be assigned by individual supervisors on a fair, and equitable basis. Individual supervisors will consider the business operational need for the hours worked, as well as cost efficiency, equity and fairness in providing the opportunity to employees.
- Section B. Records relating to the distribution of overtime shall be available to any employee through the Kentucky Open Records Act and is subject to the grievance procedure.

ARTICLE 36: JOB ASSIGNMENTS

The rate of pay, shift assignment, and scheduled days off for an employee will be noted as of the date this agreement is ratified. The position number of a position vacated by an employee will remain unchanged unless the position is abolished.

ARTICLE 37: LAYOFF AND RECALL PROCEDURE

Layoffs and reemployment shall be governed in accordance with KRS 18A.113 through 18A.1132

18A.113 Lay-off rules -- General.

(1) It shall be unlawful to coerce employees who may be or who are subject to layoff to resign or retire in lieu of layoff. Dismissals shall comply with statutes relating thereto, and layoffs shall not be utilized as a method of dismissal.

(2) In the same cabinet, county, and job classification, federally funded time-limited, interim, and probationary employees shall be laid off before full-time or part-time employees with status. For purposes of layoff, "probationary employee" does not include an employee with status serving a promotional probation. A cabinet shall not transfer positions, including vacant positions, in order to circumvent the provisions of this section.

(3) If two (2) or more employees subject to layoff in a lay-off plan submitted to the secretary have the same qualifications, the employee with the lesser seniority shall be laid off first.

(4) An employee who is laid off shall be placed on a reemployment register for the class of position from which he was laid off and for any class for which he is qualified. He shall have the right to test for any class of position for which he is qualified to take an examination. If he passes the examination, he shall be placed on the register for the class.

(5) For a period of five (5) years, laid-off employees shall be hired before any applicant or eligible except another laid-off employee with greater seniority who is already on such register.

(6) For a period of five (5) years, a laid-off employee shall not be removed from any register unless:

(a) He notifies the cabinet in writing that he no longer desires consideration for a position on such register;

(b) He declines two (2) written offers of appointment to a position of the same classification and salary, and located in the same county, as the position from which he was laid off;

(c) Without good cause, he fails to report for an interview after he has been notified in writing at least ten (10) calendar days prior to the date of the interview;

(d) He is unqualified for appointment;

(e) He is unable to perform the duties of the class;

(f) He has made a false statement of a material fact in his application;

(g) He has used or attempted to use political influence or bribery to secure an advantage in connection with his placement on the register;

(h) He has been convicted of a felony within the preceding five (5) years and his civil rights have not been restored or he has not been pardoned by the Governor;

(i) He has been convicted of a job related misdemeanor, except that convictions for violations of traffic regulations shall not constitute grounds for disqualification;

- (j) He cannot be located by postal authorities at the last address provided by him; or
 - (k) He has otherwise willfully violated the provisions of this chapter.
- (7) When the cabinet is notified by an appointing authority that a laid-off employee has accepted a bona fide offer of appointment to any position, effective on a specified date, his name may be removed from the register for all classes for which the maximum salary is the same as or less than that of the class to which he has been appointed.
- (8) When a laid-off employee is removed from a register he shall be notified in writing and shall be notified of his right to appeal to the board under the provisions of KRS 18A.095.

18A.1131 Lay-off rules applicable to classified employees only.

- (1) A layoff of a state employee with status in the executive branch due to the abolition of a position, lack of work, or a material change in duties or organization shall comply with the provisions of this section.
- (2) Prior to the notification of an employee that he is subject to layoff and prior to the layoff of an employee, the appointing authority shall submit a lay-off plan to the secretary of the Personnel Cabinet for approval. Such plan shall contain the name of the employee and the reasons, in detail, for such layoff. Upon approval of the plan by the secretary, the employee shall be notified that he is subject to layoff and of:
- (a) The reason for the layoff;
 - (b) The procedures established by the provisions of KRS 18A.113 and this section for the layoff of employees; and
 - (c) The rights granted employees subject to layoff and to laid-off employees.
- (3) (a) An employee subject to layoff shall be transferred to a vacant position of the same pay grade, level of duties, and responsibilities for which he is qualified within the cabinet. Such position shall be located in the same county as the position from which the employee is subject to layoff;
- (b) If such a vacancy does not exist, the employee shall be transferred to a vacant position within the cabinet for which he is qualified. Such position shall be located in the same county as the position from which the employee is subject to layoff; and
- (c) If such a position is not available, the employee shall be notified of all vacant positions within the cabinet for which he is qualified to take an examination. The employee shall have the right to take an examination for any vacant position within the cabinet for which he is qualified. If he passes the examination, he shall be appointed to that position before any applicant or eligible on a register, except another laid-off employee with greater seniority already on such register.
- (4) (a) If no position is available to an employee subject to layoff under the procedure established by subsection (3) of this section, the appointing authority shall notify the employee and the Personnel Cabinet; and
- (b) The Personnel Cabinet shall coordinate efforts to transfer an employee subject to layoff to another agency. It shall have the authority to transfer an employee subject to layoff under this section, with the approval of the appointing authority of the agency to which the employee is to be transferred.
- (5) If no position is available, the employee shall have the right to take an examination for any position for which he is qualified. If he passes the examination, he shall be hired

before any applicant or eligible on a register, except a laid-off employee with greater seniority already on such register.

(6) If no position is available to an employee subject to layoff under the procedure established by subsections (3) and (4) of this section, the employee shall be notified in writing that he is to be laid off effective fifteen (15) days after receipt of notice, and of the rights and privileges granted laid-off employees.

18A.1132 Lay-off rules applicable to both classified and unclassified employees.

(1) Prior to a layoff of state employees in the executive branch, required by a projected or actual reduction in tax receipts contemplated under the provisions of subsections (1) and (6) of KRS 48.130, each cabinet shall prepare a lay-off plan that complies with the provisions of KRS 18A.113 and this section.

(2) Each lay-off plan shall provide that a layoff of state employees shall occur only after all other cost saving measures are taken and have failed to alleviate the projected or actual deficit. These measures shall be specified in the plan, in detail, and shall include but not be limited to:

(a) A hiring freeze of all types of appointments;

(b) A reduction or delay of expenditures that would not prevent the provision of services required by law;

(c) Consolidation of offices and job duties that would not prevent the provision of services required by law;

(d) Transfer of funds as provided by the budget reduction plan enacted pursuant to KRS Chapter 48;

(e) Transfer of funds appropriated for or allotted to vacant positions as provided by the budget reduction plan provided for by KRS 48.130, unless it is certified that the positions are essential and cannot be filled in the period during which layoffs are to occur by transfer of existing employees of the appointing authority;

(f) The filling of vacancies and promotions from within the cabinet; and

(g) Transfers of employees within the cabinet as provided by KRS 18A.1131(3) and (4).

(3) Each cabinet shall submit:

(a) Its lay-off plan; and

(b) A list of employees who would remain subject to layoff after the implementation of cost-saving measures;

to the secretary of the Personnel Cabinet for review. Upon approval, the lay-off plans shall be submitted to the Governor for approval.

(4) Upon approval of the plan by the Governor, the secretary shall attempt to transfer employees as provided by KRS 18A.1131(4)(b). Employees who cannot be so transferred may be laid off.

(5) If no position is available to an employee subject to layoff under the procedures established by this section, the employee shall be notified in writing that he is to be laid off effective fifteen (15) days after receipt of notice and of the rights and privileges granted laid-off employees.

(6) When the hiring freeze is ended, laid-off employees shall be hired before any applicant or eligible except laid-off employees already on such registers.

ARTICLE 38: LEAVE PROVISIONS

Employee Leave shall be governed in accordance with the provisions of 101 KAR 2:102

101 KAR 2:102. Classified leave administrative regulations.

RELATES TO: KRS 18A.030, 18A.110, 18A.195, 61.394, 344.030, 29 U.S.C. 201, et. seq., 2601, et seq.

STATUTORY AUTHORITY: KRS 18A.030, 18A.110, 18A.155, 344.030, 29 U.S.C. 201, et seq., 2601, et seq.

NECESSITY, FUNCTION, AND CONFORMITY: KRS 18A.110(7)(g) requires the Secretary of Personnel, with the approval of the Governor, to promulgate administrative regulations which govern annual leave, sick leave, special leaves of absence, and for other conditions of leave. This administrative regulation establishes the leave requirements for classified employees.

Section 1. Annual Leave. (1) Accrual of annual leave.

(a) Each full-time employee shall accumulate annual leave at the following rate:

Months of Service	Annual Leave Days
0-59 months	1 leave day per month; 12 per year
60-119 months	1 1/4 leave days per month; 15 per year
120-179 months	1 1/2 leave days per month; 18 per year
180-239 months	1 3/4 days per month; 21 per year
240 months & over	2 leave days per month; 24 per year

(b) A full-time employee shall have worked, or been on paid leave, other than educational leave with pay, for 100 or more regular hours per month to accrue annual leave.

(c) Accrued leave shall be credited on the first day of the month following the month in which the annual leave is earned.

(d) In computing months of total service for the purpose of earning annual leave, only the months for which an employee earned annual leave shall be counted.

(e) A former employee who has been rehired, except as provided in paragraph (f) of this subsection, shall receive credit for prior service, unless the employee had been dismissed as a result of misconduct or a violation of KRS 18A.140, 18A.145, or 18A.990.

(f) An employee, who has retired from a position covered by a state retirement system, is receiving retirement benefits and returns to state service, shall not receive credit for months of service prior to retirement.

(g) A part-time employee shall not be entitled to annual leave.

(2) Use and retention of annual leave.

(a) Annual leave shall be used in increments of hours or of one-quarter (1/4) hours.

(b) Except as provided in paragraph (c) of this subsection, an employee who makes a timely request for annual leave shall be granted annual leave by the appointing authority, during the calendar year, up to at least the amount of time earned that year, if the operating requirements of the agency permit.

(c) An appointing authority may require an employee who has a balance of at least 100 hours of compensatory leave to use compensatory leave before the employee's request to use annual leave is granted, unless the employee's annual leave balance exceeds the maximum number of hours that may be carried forward under this administrative regulation.

(d) Absence due to sickness, injury, or disability in excess of the amount available for those purposes shall, at the request of the employee, be charged against annual leave.

(e) An employee shall use annual leave for an absence on a regularly scheduled workday.

(f) An employee who is transferred or otherwise moved from the jurisdiction of one (1) agency to another shall retain his accumulated annual leave in the receiving agency.

(g) An employee who is eligible for state contributions for life insurance and health benefits under the provisions of KRS Chapter 18A shall have worked or been on paid leave, other than educational leave, during any part of the previous month.

(h) Annual leave may be carried from one (1) calendar year to the next as provided in this paragraph:

Months of Service	Maximum Amount
0-59 months	Thirty (30) workdays
60-119 months	Thirty-seven (37) workdays
120-179 months	Forty-five (45) workdays
180-239 months	Fifty-two (52) workdays
240 months and over	Sixty (60) workdays

(i) Leave in excess of the maximum amounts specified in paragraph (h) of this subsection shall be converted to sick leave at the end of the calendar year or upon retirement.

(j) The amount of annual leave that may be carried forward and the amount of annual leave that may be converted to sick leave shall be determined by computing months of service as provided by subsection (1)(d) of this section.

(3) Annual leave on separation.

(a) If an employee is separated by proper resignation or retirement, he shall be paid in a lump sum for accumulated annual leave. The accumulated annual leave for which he is paid shall not exceed the amounts established by subsection (2)(h) of this section. Following payment of annual leave at resignation, leave remaining after the payment of the maximum provided shall be removed from the balance.

(b) If an employee is laid off, he shall be paid in a lump sum for all accumulated annual leave.

(c) An employee in the unclassified service who reverts to the classified service, or resigns one (1) day and is employed the next workday, shall retain his accumulated leave in the receiving agency.

(d) An employee who has been dismissed for cause related to misconduct or who has failed, without proper excuse, to give proper notice of resignation or retirement shall not be paid for accumulated annual leave.

(e) Upon the death of an employee, his estate shall be entitled to receive pay for the unused portion of the employee's accumulated annual leave.

(f) An employee may request in writing that his accumulated annual leave not be paid upon resignation, and that all or part of the amount of his accumulated annual leave that does not exceed the amount established by this section be waived, if:

1. He resigns, or is laid off from his position, because of an approved plan of privatization of the services he performed; and

2. The successor employer has agreed to credit him with an equal amount of annual leave.

Section 2. Sick Leave. (1) Accrual of sick leave.

(a) An employee, except a part-time employee, shall accumulate sick leave with pay at the rate of one (1) working day per month.

(b) An employee shall have worked or been on paid leave, other than educational leave, for 100 or more regular hours in a month to accrue sick leave.

(c) An employee shall be credited with additional sick leave upon the first day of the month following the month in which the sick leave is earned.

(d) A full-time employee who completes 120 months of total service with the state shall be credited with ten (10) additional days of sick leave upon the first day of the month following the completion of 120 months of service.

(e) A full-time employee who completes 240 months of total service with the state shall be credited with another ten (10) additional days of sick leave upon the first day of the month following the completion of 240 months of service.

(f) In computing months of total service for the purpose of crediting sick leave, only the months for which an employee earned sick leave shall be counted.

(g) The total service shall be verified before the leave is credited to the employee's record.

(h) A former employee who has been rehired, except as provided in paragraph (i) of this subsection, shall receive credit for prior service, unless the employee had been dismissed as a result of misconduct or a violation of KRS 18A.140, 18A.145, or 18A.990.

(i) A former employee who is appointed, reinstated or reemployed, other than a former employee receiving benefits under a state retirement system, shall be credited with the unused sick leave balance credited to him upon separation.

(j) Sick leave may be accumulated with no maximum.

(2) Use and retention of sick leave with pay.

(a) An appointing authority shall grant or may require the use of sick leave with or without pay if an employee:

1. Is unable to work due to medical, dental or optical examination or treatment;
2. Is disabled by illness or injury. The appointing authority may require the employee to provide a doctor's statement certifying the employee's inability to perform his duties for the days or hours sick leave is requested. The appointing authority may also require an employee to produce a certificate from an appropriate medical health professional certifying the employee's fitness to return to duty before the employee is permitted to return to work;

3. Is required to care for or transport a member of his immediate family in need of medical attention for a reasonable period of time. The appointing authority may require the employee to provide a doctor's statement certifying the employee's need to care for a family member;

4. Would jeopardize the health of himself or others at his work station because of a contagious disease or demonstration of behavior that might endanger himself or others;
or

5. Has lost by death a spouse, parent, grandparent, child, brother or sister, or the spouse of any of them and may be granted to include other relatives of close association. Leave under this subparagraph shall be limited to three (3) days.

(b) At the termination of sick leave with pay, the appointing authority shall return the employee to his former position.

(c) An employee eligible for state contributions for life insurance and health benefits under the provisions of KRS Chapter 18A shall have worked or been on paid leave, other than education leave, during any part of the previous month.

(d) Sick leave shall be used in increments of hours or increments of one-quarter (1/4) hours.

(e) An employee who is transferred or otherwise moved from the jurisdiction of one (1) agency to another shall retain his accumulated sick leave in the receiving agency.

(f) An employee shall be credited for accumulated sick leave if he is separated by proper resignation, layoff or retirement.

(3) Sick leave without pay.

(a) An appointing authority shall grant sick leave without pay for the duration of an employee's impairment by injury or illness, if:

1. The total continuous leave does not exceed one (1) year; and

2. The employee has used or been paid for all accumulated annual, sick and compensatory leave unless he has requested to retain up to ten (10) days of accumulated sick leave.

(b) For continuous leave without pay in excess of thirty (30) working days, excluding holidays, the appointing authority shall notify the employee in writing of the leave without pay status.

(c) The appointing authority may require periodic doctor's statements during the year attesting to the employee's continued inability to perform the essential functions of his duties with or without reasonable accommodation.

(d) An appointing authority may grant sick leave without pay to an employee who does not qualify for family and medical leave due to lack of service time and who has exhausted all accumulated paid leave if the employee is required to care for a member of the immediate family for a period not to exceed thirty (30) working days.

(e) If an employee has given notice of his ability to resume his duties following sick leave without pay, the appointing authority shall return the employee to the original position or to a position for which he is qualified and which resembles his former position as closely as circumstances permit.

(f) If reasonable accommodation is requested, the employee shall:

1. Inform the employer; and
2. Upon request, provide supportive documentation from a certified professional.

(g) An employee shall be considered to have resigned if he:

1. Has been on one (1) year continuous sick leave without pay;
2. Has been requested by the appointing authority in writing to return to work at least ten (10) days prior to the expiration of sick leave;
3. Is unable to return to his former position;
4. Has been given priority consideration by the appointing authority for a vacant, budgeted position with the same agency, for which he qualified and is capable of performing its essential functions with or without reasonable accommodation; and
5. Has not been placed by the appointing authority in a vacant position.

(h) Sick leave granted under this subsection shall not be renewable after the employee has been medically certified as able to return to work.

(i) An employee who has been resigned under paragraph (g) of this subsection shall retain reinstatement privileges that were accrued during service in the classified service.

(4) Workers' compensation.

(a) If an absence is due to illness or injury for which workers' compensation benefits are received, accumulated sick leave may be used to maintain regular full salary.

(b) If paid sick leave is used to maintain regular full salary, workers' compensation pay benefits shall be assigned to the state for the period of time the employee received paid sick leave.

(c) The employee's sick leave shall be immediately reinstated to the extent that workers' compensation benefits are assigned.

(5) Application for sick leave and supporting documentation.

(a) An employee shall file a written application for sick leave with or without pay within a reasonable time.

(b) Except for an emergency illness, an employee shall request advance approval for sick leave for medical, dental or optical examinations, and for sick leave without pay.

(c) If the employee is too ill to work, an employee shall notify the immediate supervisor or other designated person. Failure, without good cause, to do so in a reasonable period of time shall be cause for denial of sick leave for the period of absence.

(d) An appointing authority may, for good cause and on notice, require an employee to supply supporting evidence in order to receive sick leave.

(e) A medical certificate may be required, signed by a licensed practitioner and certifying to the employee's incapacity, examination or treatment.

(f) An appointing authority shall grant sick leave if the application is supported by acceptable evidence but may require confirmation if there is reasonable cause to question the authenticity of the certificate or its contents.

Section 3. Family and Medical Leave. (1) An appointing authority shall comply with the requirements of the Family and Medical Leave Act (FMLA) of 1993, 20 USC 2601, et seq., and the federal regulations implementing the Act, 29 CFR Part 825.

(2) An employee in state service shall qualify for twelve (12) weeks of unpaid family leave if the employee has:

(a) Completed twelve (12) months of service; and

(b) Worked or been on paid leave at least 1,250 hours in the twelve (12) months immediately preceding the first day of family and medical leave.

(3) Family and medical leave shall be awarded on a calendar year basis.

(4) An employee shall be entitled to a maximum of twelve (12) weeks of accumulated annual or sick leave, unpaid family and medical leave, or a combination thereof, for the birth, placement, or adoption of a child.

(5) While an employee is on unpaid family and medical leave, the state contribution for health and life insurance shall be maintained by the employer.

(6) If the employee would qualify for family and medical leave, but has an annual, compensatory or sick leave balance, upon the employee's request, the agency shall permit:

(a) The employee to reserve ten (10) days of accumulated sick leave and be placed on FMLA leave; or

(b) The employee to use accrued paid leave concurrently with FMLA leave.

Section 4. Court Leave. (1) An employee shall be entitled to court leave during his scheduled working hours without loss of time or pay for the amount of time necessary to:

(a) Comply with a subpoena by a court, or administrative agency or body of the federal or state government or any political subdivision thereof; or

(b) Serve as a juror or a witness, unless the employee or a member of his family is a party to the proceeding.

(2) Court leave shall include necessary travel time.

(3) If relieved from duty as a juror or witness during his normal working hours, the employee shall return to work or use annual or compensatory leave.

(4) An employee shall not be required to report as court leave attendance at a proceeding that is part of his assigned duties.

Section 5. Compensatory Leave and Overtime. (1) Accrual of compensatory leave and overtime.

(a) An appointing authority shall comply with the overtime and compensatory leave provisions of the Fair Labor Standards Act (FLSA), 29 USC Chapter 8.

(b) An employee who is directed to, or who requests and is authorized to, work in excess of the prescribed hours of duty shall be granted compensatory leave and paid overtime subject to the provisions of the Fair Labor Standards Act, the Kentucky Revised Statutes and this administrative regulation.

(c) An employee deemed to be "nonexempt" by the provisions of the FLSA shall be compensated for hours worked in excess of forty (40) per week as provided by subparagraphs 1 to 3 of this paragraph.

1. An employee who has not accumulated the maximum amount of compensatory leave shall have the option to accumulate compensatory leave at the rate of an hour and one-half (1 1/2) for each hour worked in excess of forty (40) per week in lieu of paid overtime.

2. The election to receive compensatory leave in lieu of paid overtime shall be in writing on the Overtime Compensation Form and shall remain in force for a minimum of six (6) months. The election shall be changed by the submission of a new form. The effective date of a change shall be the first day of the next work week following receipt of the election.

3. An employee who does not elect compensatory leave in lieu of paid overtime shall be paid one and one-half (1 1/2) times the regular hourly rate of pay for all hours worked in excess of forty (40) hours per week.

(d) An employee deemed to be "exempt" under the provisions of the FLSA shall accumulate compensatory time on an hour-for-hour basis for hours worked in excess of the regular work schedule.

(e) Compensatory leave shall be accumulated or taken off in one-quarter (1/4) hour increments.

(f) The maximum amount of compensatory leave that may be carried forward from one (1) pay period to another shall be 240 hours.

(g) An employee who is transferred or otherwise moved from the jurisdiction of one (1) agency to another shall retain the compensatory leave in the receiving agency.

(2) Reductions in compensatory leave balances.

(a) An appointing authority may require an employee who has accrued at least 100 hours compensatory leave to use compensatory leave before annual leave and shall otherwise allow the use of compensatory leave if it will not unduly disrupt the operations of the agency.

(b) An appointing authority may require an employee who has accrued 200 hours of compensatory leave to take off work using compensatory leave in an amount sufficient to reduce the compensatory leave balance below 200 hours.

(c) An employee who is not in a policy-making position may, after accumulating 151 hours of compensatory leave, request payment for fifty (50) hours at the regular rate of pay. If the appointing authority or the designee approves the payment, an employee's leave balance shall be reduced accordingly.

(d) An employee who is not in a policy-making position shall be paid for fifty (50) hours at the regular hourly rate of pay, upon accumulating at the end of the pay period, 240 hours of compensatory leave. The employee's leave balance shall be reduced accordingly.

(e) If an employee's prescribed hours of duty are normally less than forty (40) hours per week, the employee shall receive compensatory leave for the number of hours worked that:

1. Exceed the number of normally prescribed hours of duty; and
2. Do not exceed the maximum amount of compensatory time that is permitted.

(f) Only hours actually worked shall be used for computing paid overtime or time and one-half (1 1/2) compensatory time.

(g) Upon separation from state service, an employee shall be paid for all unused compensatory leave at the greater of his:

1. Regular hourly rate of pay; or
2. Average regular rate of pay for the final three (3) years of employment.

Section 6. Military Leave. (1) Upon request, an employee who is an active member of the United States Army Reserve, the United States Air Force Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United State Public Health Service Reserve, or the Kentucky National Guard shall be relieved from the civil duties, to serve under order or training duty without loss of the regular compensation for a period not to exceed the number of working days specified in KRS 61.394 for a federal fiscal year.

(2) The absence shall not be charged to leave.

(3) Absence that exceeds the number of working days specified in KRS 61.394 for a federal fiscal year shall be charged to annual leave, compensatory leave or leave without pay.

(4) The appointing authority may require a copy of the orders requiring the attendance of the employee before granting military leave.

(5) An appointing authority shall grant an employee entering military duty a leave of absence without pay for a period of the duty not to exceed six (6) years. Upon receiving military duty leave of absence, all accumulated annual and compensatory leave shall be paid in a lump sum, if requested by the employee.

Section 7. Voting and Election Leave. (1) An employee who is eligible and registered to vote shall be allowed, upon prior request and approval, four (4) hours, for the purpose of voting.

(2) An election officer shall receive additional leave if the total leave for election day does not exceed a regular workday.

(3) The absence shall not be charged against leave.

(4) An employee who is permitted or required to work during the employee's regular work hours, in lieu of voting leave, shall be granted compensatory leave on an hour-for-hour basis for the hours during the times the polls are open, up to a maximum of four (4) hours.

Section 8. Special Leave of Absence. (1) If approved by the secretary, an appointing authority may grant a leave of absence for continuing education or training.

(a) Leave may be granted for a period not to exceed twenty-four (24) months.

(b) If granted, leave shall be granted either with pay (if the employee contractually agrees to a service commitment) or without pay.

(c) Leave shall be restricted to attendance at a college, university, vocational or business school for training in subjects that relates to the employee's work and will benefit the state.

(2) An appointing authority, with approval of the secretary, may grant an employee a leave of absence without pay for a period not to exceed one (1) year for purposes other than specified in this administrative regulation that are of tangible benefit to the state.

(3) If approved by the secretary, an appointing authority may place an employee on special leave with pay for investigative purposes pending an investigation of an allegation of employee misconduct.

(a) Leave shall not exceed sixty (60) working days.

(b) The employee shall be notified in writing by the appointing authority that he is being placed on special leave for investigative purposes, and the reasons for being placed on leave.

(c) If the investigation reveals no misconduct by the employee, records relating to the investigation shall be purged from agency and Personnel Cabinet files.

(d) The appointing authority shall notify the employee, in writing, of the completion of the investigation and the action taken. This notification shall be made to the employee, whether the employee has remained in state service, or has voluntarily resigned after being placed on special leave for investigative purposes.

Section 9. Absence Without Leave. (1) An employee who is absent from duty without prior approval shall report the reason for the absence to the supervisor immediately.

(2) Unauthorized or unreported absence shall:

(a) Be considered absence without leave;

(b) Be treated as leave without pay for an employee covered by the provision of the Fair Labor Standards Act; and

(c) Constitute grounds for disciplinary action.

(3) An employee who has been absent without leave or notice to the supervisor for a period of ten (10) working days shall be considered to have resigned the employment.

Section 10. Absences Due to Adverse Weather. (1) An employee, who is not designated for mandatory operations and chooses not to report to work or chooses to leave early in the event of adverse weather conditions such as tornado, flood, blizzard or ice storm, shall have the time of the absence reported as:

(a) Charged to annual or compensatory leave;

(b) Taken as leave without pay, if annual and compensatory leave has been exhausted; or

(c) Deferred in accordance with subsections (3) and (4) of this section.

(2) An employee who is on prearranged annual, compensatory or sick leave shall charge leave as originally requested.

(3) If operational needs allow, except for an employee in mandatory operations, management shall make every reasonable effort to arrange schedules whereby an employee will be given an opportunity to make up time not worked rather than charging it to leave.

(4) An employee shall not make up work if the work would result in the employee working more than forty (40) hours in a workweek.

(a) Time lost shall be made up within four (4) months of the occurrence of the absence. If it is not made up within four (4) months, annual or compensatory leave shall be deducted to cover the absence, or leave without pay shall be charged if no annual or compensatory leave is available.

(b) If an employee transfers or separates from employment before the leave is made up, the leave shall be charged to annual or compensatory leave or deducted from the final paycheck.

(5) If catastrophic, life-threatening weather conditions occur, as created by a tornado, flood, ice storm or blizzard, and it becomes necessary for authorities to order evacuation or shutdown of the place of employment, the following provisions shall apply:

(a) An employee who is required to evacuate or who would report to a location that has been shutdown shall not be required to make up the time that is lost from work during the period officially declared hazardous to life and safety.

(b) An employee who is required to work in an emergency situation shall be compensated pursuant to the provisions of Section 5 of this administrative regulation and the Fair Labor Standards Act as amended.

Section 11. Blood Donation Leave. (1) An employee who, during regular working hours, donates blood at a licensed blood center certified by the Food and Drug Administration shall receive four (4) hours leave time, with pay, for the purpose of donating and recuperating from the donation.

(2) Leave granted under this section shall be used at the time of the donation unless circumstances as specified by the supervisor required the employee to return to work. If the employee returns to work, the unused portion of the leave time shall be credited as compensatory leave.

(3) An employee shall request leave in advance to qualify for blood donation leave.

(4) An employee who is deferred from donating blood shall not:

(a) Be charged leave time for the time spent in the attempted donation; and

(b) Qualify for the remainder of the blood donation leave.

Section 12. Incorporation by Reference. (1) Overtime Compensation Form, September 1999, is incorporated by reference.

ARTICLE 39: PERFORMANCE EVALUATIONS

Performance Evaluation shall be governed in accordance with 101 KAR 2:180

101 KAR 2:180. Employee performance evaluation system.

RELATES TO: KRS 18A.110

STATUTORY AUTHORITY: KRS 18A.110(1)(i), (7)(j)

NECESSITY, FUNCTION and CONFORMITY: KRS 18A.110(1)(i) and (7)(j) requires the Secretary of the Personnel Cabinet to promulgate comprehensive administrative regulations for classified service employees to establish a uniform system of annual employee evaluations for classified employees. This administrative regulation establishes the uniform employee performance evaluation system.

Section 1. General Provisions. (1)(a) Except as provided in paragraph (b) of this subsection, the annual performance period shall be one (1) calendar year beginning on January 1.

(b) For calendar year 2001, the annual performance period shall be the effective date of this administrative regulation until the end of the calendar year.

(2) Performance evaluations shall be completed no later than thirty (30) calendar days after the end of the annual performance period.

(3) All agencies shall use the Annual Employee Performance Evaluation Form.

(4)(a) Except as provided in paragraph (b) or (c) of this subsection, the first line supervisor of an employee at the time the evaluation is due shall be the evaluator.

(b) If the first line supervisor has not supervised the employee for ninety (90) calendar days during the performance year, the next line supervisor who meets the ninety (90) day requirement shall be the evaluator.

(c) If an employee changes jobs and reports to a different supervisor after October 1 of the performance year, the annual evaluation shall be completed by the former supervisor prior to the job change.

(5) The first line supervisor (evaluator) shall establish a performance plan for each eligible employee no later than thirty (30) calendar days after the start of the performance period.

(6) The evaluator shall meet with the employee when completing the performance plan to discuss job duties and expectations.

(7) Performance evaluations shall be in writing. The evaluator shall:

(a) Present and explain all documentation relevant to an employee's performance evaluation;

(b) Discuss both the positive and negative aspects of performance with the employee at the annual evaluation;

(c) Elicit the employee's opinions and concerns; and

(d) Discuss measures to improve or enhance performance with the employee.

(8) The Governmental Services Center or agency personnel shall provide training on the performance evaluation system.

(a) The appointing authority shall require that supervisor evaluation training is completed prior to performance evaluation of employees.

(b) The Personnel Cabinet shall monitor and validate compliance with training requirements.

(9) Employees shall complete orientation to the performance evaluation system no later than thirty (30) calendar days after completion of initial probation.

(10) Except as authorized by the appointing authority, an evaluator shall complete required performance planning, interim reviews and annual evaluations for each eligible employee. If the appointing authority approves the exception, written justification for the decision shall be placed in the employee's personnel file.

Section 2. Employee Eligibility. Performance evaluations shall be completed for all full-time classified employees with status at the beginning of the performance year who have remained in continuous merit status throughout the performance year.

Section 3. Performance Planning. (1) The performance plan shall specify job responsibilities and expectations in the following categories:

(a) Job tasks.

1. The job tasks category shall identify specific duties and expectations of the position held by the employee.

2. The employee's job duties shall be consistent with the position description.

3. Duties and expectations shall be in writing.

4. The evaluator shall assign points to identified duties and expectations, weighted by importance.

(b) Adaptability/initiative.

1. The adaptability/initiative category shall identify job requirements of the agency.

2. The evaluator shall place each requirement under this category in writing and assign points weighted by importance.

(c) Communication/teamwork.

1. The communication/teamwork category shall identify requirements of the agency.

2. The evaluator shall place each requirement under this category in writing and assign points weighted by importance.

(d) Self-management.

1. The self-management category shall identify requirements of the agency relating to workplace standards that shall include:

a. Attendance;

b. Punctuality;

c. Career development;

d. Responsibility; and

e. Dependability.

2. The evaluator shall place each requirement under this category in writing and assign points weighted by importance.

3. Performance goals and objectives shall relate to the agency's mission.

4. The evaluator shall develop the performance plan after consultation with the employee.

a. The employee and evaluator shall certify in writing in the performance planning section of the evaluation form that the employee has met with the evaluator and is aware of the performance plan at the start of the evaluation period.

b. The next line supervisor shall certify that he has reviewed the duties and expectations of the employee and finds them to be reasonable and equitable considering duties of other employees in the same classification.

(2) Total points assigned for all four (4) categories shall equal 100 total points. The evaluator shall distribute points among the four (4) categories as follows:

(a) The job tasks category shall have a minimum of fifty (50) points designated; and

(b) The other three (3) categories shall have a minimum of five (5) points designated to each category.

(3) Points assigned to each job duty within each category shall be multiplied by the numerical rating one (one (1) to five (5)) determined by the evaluator to complete the final point total for each category.

(4) Total points in all four (4) categories shall be added to obtain a final performance evaluation score.

Section 4. Performance Coaching and Feedback. (1) Modification of the performance plan may occur during the performance evaluation period if the changes are consistent with the duties reflected on an employee's position description.

(a) The employee shall be given written notice of changes to the performance plan.

(b) Changes to the performance plan shall be indicated on the evaluation form or on a supplemental sheet attached to the form.

(c) Changes to the performance plan shall be initialed and dated by the evaluator and the employee when changes become effective.

(2) Two (2) interim reviews shall be required during a performance year.

(a) The evaluator shall document the interim reviews.

1. Interim reviews shall not contain a rating.

2. The interim meeting section of the evaluation form shall contain comments by the evaluator.

(b) The employee and evaluator shall sign the performance evaluation form to certify that the interim reviews occurred.

(c) Except as requested by the appointing authority and authorized by the Secretary of Personnel, the evaluator shall schedule interim reviews during the months of April and August of each performance year.

(d) Interim reviews shall document performance to justify the annual performance rating.

Section 5. Performance Evaluations and Ratings. (1) The evaluator and the employee shall meet no later than thirty (30) calendar days after the performance period ends to discuss the performance ratings.

(2) Eligible employees shall be evaluated in the four (4) categories described in Section 3 of this administrative regulation.

(3) All job duties identified within the categories shall be rated on a scale of one (1) to five (5), with five (5) representing superior performance.

(4) The final performance evaluation shall consist of a defined numerical rating. Point values for the overall performance rating are:

- (a) Outstanding: 450 to 500 points;
- (b) Highly effective: 350 to 449 points;
- (c) Good: 250 to 349 points;
- (d) Needs Improvement: 150 to 249 points;
- (e) Unacceptable: less than 150 points.

(5) Unresolved disagreements on ratings or any aspect of the performance evaluation shall be reviewed through the reconsideration process established in Section 7 of this administrative regulation.

(6) Signatures of the evaluator, employee and next line supervisor shall be required on the final evaluation.

(a) The next line supervisor shall sign the evaluation after it is completed, signed and dated by the evaluator and the employee.

(b) For the purpose of evaluating or managing the performance of the evaluator, the next line supervisor's signature shall certify that he is aware of the evaluation and has reviewed it.

(c) Exceptions to this requirement may be requested by the appointing authority and shall be subject to the approval of the Secretary of Personnel.

Section 6. Performance Incentives. Employee annual leave shall be awarded as a performance incentive at the following rates:

- (1) Two (2) workdays, not to exceed sixteen (16) hours, for an "Outstanding" rating.
- (2) One (1) workday, not to exceed eight (8) hours, for a "Highly Effective" rating.

Section 7. Reconsideration and Appeal Process. (1) Within five (5) working days of a performance evaluation, an employee may request initial reconsideration of the performance evaluation by the evaluator.

(2) Within five (5) working days of the receipt of the request for reconsideration, the evaluator shall respond to the request in writing.

(3) If the employee refuses to sign the form in the employee response section, the evaluation shall not be eligible for reconsideration.

(4) Within five (5) working days after the initial reconsideration by the evaluator, an employee may submit a written request for reconsideration of the evaluation by the next line supervisor. If neither the evaluator nor the next line supervisor respond to the request for reconsideration in the designated time period, the employee may submit a written request to the appointing authority for compliance with this administrative regulation.

(5) The next line supervisor shall:

- (a) Obtain written statements from both the employee and the evaluator; or
- (b) Meet individually with the employee and the evaluator.

(6) The next line supervisor shall inform both the employee and evaluator in writing of the decision no later than fifteen (15) working days after receipt of the employee's request.

(7) Within sixty (60) days after an employee has received the written decision from the next line supervisor, the employee who has complied with this administrative

regulation may appeal a final evaluation which has an overall rating in either of the two (2) lowest overall ratings to the Personnel Board.

Section 8. Evaluation-based Agency Action. If an employee receives an overall rating of unacceptable, the agency shall:

- (1) Demote the employee to a position commensurate with the employee's skills and abilities; or
- (2) Terminate the employee.

Section 9. Incorporation by Reference. (1) The Annual Employee Performance Evaluation Form, 01/01/01, is incorporated by reference.

(2) This material may be inspected, copied or obtained, subject to applicable copyright law, at the Personnel Cabinet, ~~200 Fair Oaks Lane, 5th~~ 501 High Street, 5th Floor, Frankfort, Kentucky 40601, Monday through Friday, 8 a.m. to 4:30 p.m. (27 Ky.R. 1383; Am. 1767; eff. 1-15-2001.)

ARTICLE 40: REDUCTION OF EMPLOYEES

Definition of Full Time Position by KRS 18A.005 allows the Department of Parks to reduce the number of assigned work hours of full time employees due to business and operational needs. **18A.005 Definitions for Chapter.** (18) "Full-time position" means a position, other than an interim position, requiring an employee to work at least thirty-seven and one-half (37.5) hours in a work week, except for the following:

- (a) Positions in the state parks, where the work assigned is dependent upon fluctuations in tourism, may be assigned work hours from twenty-five (25) hours per week during the off seasons and remain in full-time positions.

APPENDIX A: CATEGORY UNIT “C” CLASSIFICATIONS

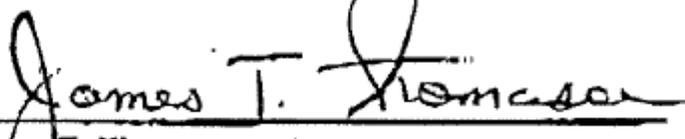
GRP	CLASS	TITLE	# EMPS
C	1001	Laborer	1
C	1003	Janitor	28
C	1010	Adaptive Equipment Technician	3
C	1012	Upholsterer	1
C	1014	Security Officer I	1
C	1016	Painter	10
C	1019	Sign Maker II	3
C	1020	Sign Maker I	3
C	1021	Sign Maker III	5
C	1022	Maintenance Worker I	188
C	1024	Maintenance Worker II	159
C	1034	District Facilities Technician	11
C	1036	Highway Laborer	23
C	1037	Highway Equipment Operator I	383
C	1039	Light Vehicle Operator	4
C	1041	Highway Equipment Operator III	686
C	1042	Highway Equipment Operator II	357
C	1043	Highway Equipment Operator IV	236
C	1044	Highway Safety Patrol Operator	25
C	1046	Transport Driver	3
C	1069	Resource Recovery Worker I	1
C	1070	Resource Recovery Worker II	2
C	1078	Water and Sewage Plant Operator I	7
C	1079	Water and Sewage Plant Operator II	9
C	1080	Water and Sewage Plant Operator III	3
C	1083	Airport Flightline Attendant II	4
C	1089	Ferryboat Deckhand	2
C	1103	Cosmetologist	3
C	1105	Welder I	6
C	1106	Welder II	8
C	1109	Carpenter I	5
C	1111	Carpenter II	19
C	1112	Carpenter Finish	24
C	1121	Boiler Operator I	4
C	1122	Boiler Operator II	5
C	1128	Automatic Control Operator II	2
C	1134	Mechanical Maintenance and Operations Technician I	32
C	1136	Mechanical Maintenance and Operations Technician I	18
C	1138	Mechanical Maintenance and Operations Technician I	83
C	1143	Plumber	11
C	1147	Electrician II	15
C	1156	Machinist Consultant	2
C	1163	Highway Traffic Technician II	7
C	1165	Highway Traffic Technician III	4
C	1173	Locksmith I	1

C	1174	Locksmith II	3
C	1175	Locksmith Administrator	5
C	1185	Ferryboat Operator	5
C	1187	Lockmaster	3
C	1188	Lockmaster Coordinator	1
C	1191	Vending Machine Technician II	2
C	1192	Vending Machine Technician III	1
C	1208	KET Broadcast Technician I	2
C	1222	Electronic Technician I	1
C	1223	Electronic Technician II	10
C	1225	Electronic Technician III	11
C	1229	Electronic Technical Management Specialist	4
C	1248	KEWS Technician II	17
C	1270	Telephone Installation/Maintenance Technician I	1
C	1271	Telephone Installation/Maintenance Technician II	1
C	1274	Telephone Installation/Maintenance Technician III	1
C	1280	Multi-Media Technician I	1
C	1282	Multi-Media Technician III	1
C	1283	Audio-Visual Technician	1
C	1305	Serving Attendant	63
C	1307	Cook Helper	56
C	1308	Cook I	69
C	1310	Cook II	60
C	1311	Park Chef I	7
C	1316	Baker	1
C	1401	Laundry Worker I	11
C	1403	Laundry Worker II	5
C	1503	Park Worker I	225
C	1504	Park Worker II	11
C	1521	Equine Operation Coordinator	2
C	1522	Blacksmith/Farrier	1
C	1523	Equine Worker II	6
C	1530	Horse Park Trainer/Riding Instructor	1
C	1601	Printing Equipment Operator I	2
C	1603	Printing Equipment Operator III	4
C	1701	Automotive Mechanic I	1
C	1702	Automotive Mechanic II	16
C	1706	Automotive Mechanic III	13
C	1711	Diesel Mechanic	3
C	1714	Automotive Body Repairer II	1
C	1720	Highway Equipment Maintenance & Management Tech.	2
C	1732	Aviation Mechanic II	1
C	1733	Aviation Mechanic/Inspector I	2
C	1751	Automotive Technician I	5
C	1752	Automotive Technician II	1
C	1753	Automotive Technician III	1
C	1754	Automotive Technician IV	4
C	1755	Transportation Collision Repr. & Refinish Tech. I	2

C	1756	Transportation Collision Repr. & Refinish Tech. II	1
C	1760	Transportation Auto/Truck Tech. I	37
C	1761	Transportation Auto/Truck Tech. II	20
C	1762	Transportation Auto/Truck Tech. III	29
C	1763	Transportation Auto/Truck Tech. IV	27
C	3801	Detention Barn Assistant	3
C	5231	KET Operations Technician	1
C	7071	Design Technician III	1
C	7076	Transportation Engineering Assistant I	43
C	7077	Transportation Engineering Assistant II	25
C	7125	Landscape Gardner I	2
C	7126	Landscape Gardner II	18
C	7134	Fish and Wildlife Technician I	1
C	7135	Fish and Wildlife Technician II	13
C	7136	Fish and Wildlife Technician III	35
C	7201	Nursery Aide I	2
C	7202	Nursery Aide II	7
C	9201	Stores Worker I	8
C	9203	Stores Worker II	23
C	9205	Stores Worker III	20
C	9208	Auto Parts Specialist	4
C	9210	Surplus Property Screener	2
		TOTAL	3,376

SIGNATORS to Unit C Agreement

For the International Brotherhood of Teamsters


James T. Thomason Secretary-Treasurer


John Stoval Vice-President

Negotiating Committee:

Brandon Wiggins

David Kingins

Ronnie Joe Jolly

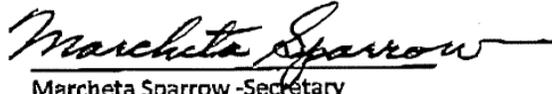
Steve Allison

Joe Whittle

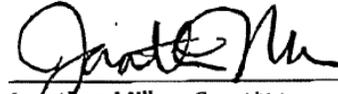
SIGNATORS to Unit C Agreement

For the Commonwealth of Kentucky

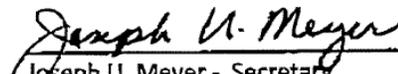

Nikki Jackson – Secretary
Personnel Cabinet

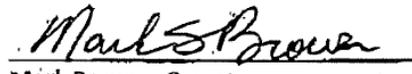

Marcheta Sparrow -Secretary
Tourism Arts and Heritage Cabinet

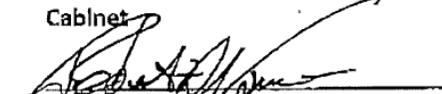

Janie Miller - Secretary
Cabinet for Health and Family Services


Jonathan Miller - Secretary
Finance Cabinet


Mike Hancock – Secretary
Transportation

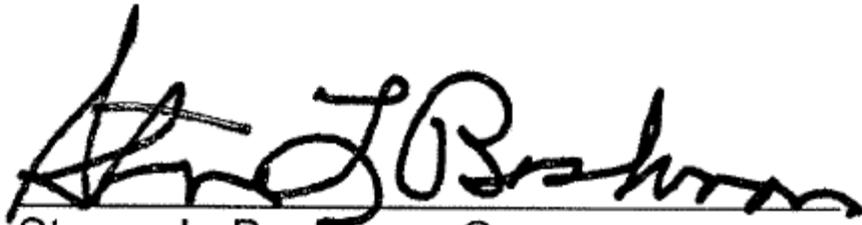

Joseph U. Meyer - Secretary
Education and Workforce Development
Cabinet


Mark Brown – Secretary
Labor Cabinet


Robert Vance - Secretary
Public Protection Cabinet


J. Michael Brown – Secretary
Justice and Public Safety Cabinet

SIGNATORS to Unit C Agreement

A handwritten signature in black ink, appearing to read "Steve Beshear". The signature is written in a cursive style with a horizontal line underneath the letters.

Steven L. Beshear – Governor