SETTLEMENT

BETWEEN

THE COMMONWEALTH OF KENTUCKY

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, AFSCME COUNCIL 62

Unit D – Employment and Social Service Employees

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ARTICLE 1 – PURPOSE

The purpose of this Agreement is to provide for the fair and equitable treatment of all employees of the Government of the Commonwealth of Kentucky, which is essential to the effective operation of state government. This Agreement represents an effective two-way communication between employee and employer which improves the morale and efficiency of employees which will benefit the citizens of the Commonwealth.[1]

[1] *The various statements come from the Governor's Executive Order.*

ARTICLE 2 – RECOGNITION

Section A. The Commonwealth recognizes AFSCME Council 62 as the exclusive representative of Category Unit D, Employment and Social Services Employees, for the purposes of representing the employees in those categories pursuant to the Governor's Employee Advisory Council (GEAC) and the powers and procedures vested herein.

Section B. The 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 Category Unit D from time to time.

Section C. The Commonwealth shall notify AFSCME Council 62 in writing of any new classifications 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 3 – SEXUAL HARASSMENT

Section A. Subject to the Commonwealth's Affirmative Action plan and to the full extent required by applicable law, the Commonwealth and the Employee Organization agree there shall be no sexual harassment against any employee covered by this Agreement.

Section B. Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Section C. The Commonwealth and the Employee Organization agree that all employees should be able to work in an environment free from sexual harassment. The Commonwealth shall administer a policy, which has as its goal the prevention and elimination of sexual harassment at all state worksites.

ARTICLE 4 – FREE SPEECH

Section A. Free Speech

The Commonwealth recognizes and promotes the free exchange of ideas through written, spoken, and other forms of expressions, and supports diverse points of view and commitment to excellence in public service.

Section B. Protection of Free Speech

The Commonwealth shall not refuse to hire or take any retaliatory action against an employee covered by this Agreement because the employee in good faith does any of the following:

1. Discloses to an employee with supervisory authority, the Union, or to any appropriate entity an activity, policy, or practice of the Commonwealth, Appointing Authority, or another employer with whom the Commonwealth or the Appointing Authority has a business relationship, that the employee reasonably believes is a matter of public rather than private concern and is in violation of a law, rule, or professional standards of practice, which the employee reasonably believes poses a risk to the employee's health and safety, another employee's health and safety, or public health; or

2. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of law, rule, policy, or professional standards or those practices of the Commonwealth, Appointing Authority, or of another employer with whom the Commonwealth or the Appointing Authority has a business relationship, which the employee reasonably believes is a matter of public rather than private concern and poses a risk to the employee's health and safety, another employee's health and safety, or public health; or

3. After discussing with his/her management, objects to or refuses to participate in any activity, policy, or practice of the Commonwealth, Appointing Authority, or of another employer with whom the Commonwealth or the Appointing Authority has a business relationship, which the employee reasonably believes is in violation of a law, rule, professional standards of practice, which the employee reasonably believes poses a risk to the employee's health and safety, another employee's health and safety, or to public health; or

4. Participates in any committee or peer review process, files a report, complaint, or an incident report discussing allegations of unsafe, dangerous, or potentially dangerous conditions.

5. Nothing in this Article shall be construed to permit an employee to unilaterally breach his/her agency's confidentiality polices and/or applicable federal and state laws. In addition, employees have the duty to immediately report suspected misconduct to their supervisor and/or appropriate agency, and cooperate with any administrative and/or criminal investigation.

6. The Commonwealth, Union, and employees shall follow the guidelines of the Kentucky Whistleblower Act according to KRS 61.102 and 61.103. Accordingly, with the help of their Union representative, employees can report in good faith any facts or specific information relative to an actual or suspected: (A) Violation of any law, statute, executive order, administrative regulation, mandate, rule or ordinance; and/or (B) Mismanagement, waste, fraud, abuse of authority or substantial and specific danger to public health or safety. Employees are encouraged to report possible violations to a supervisor or any other management staff within their Cabinet. The following organizations may be contacted of employees wish to notify someone outside the agency:

   CHFS Office of Inspector General;
   Kentucky Legislative Ethics Commission;
   Kentucky Executive Branch Ethics Commission;
   Office of the Attorney General;
   Auditor of Public Accounts;
   Kentucky General Assembly, its members or employees;
   Legislative Research Commission, its committees, members or employees
   Any member or employee of the judicial branch (i.e. Administrative Office of the Court);
   Any law enforcement agency or its employees; or
   Any other appropriate body or authority.

   Employees and the Union must follow the procedures outlined by the organizations listed above to pursue their complaint.

Upon passage of any legislation that would affect this article, the parties agree to meet and memorialize the changes into the agreement.

ARTICLE 5 – AFFIRMATIVE ACTION/ANTI-DISCRIMINATION

Section A. The Commonwealth will provide AFSCME Council 62 with the names of the designated Affirmative Action Coordinators and/or EEO Coordinators for its agencies and institutions. An Affirmative Action Coordinator, EEO Coordinator, or their investigator or other designee, who is not the subject of the investigation or a witness to matters that are the subject of the investigation shall investigate alleged violations of this Article or any EEO/Civil Rights allegation.

Section B. If problems arise concerning the conduct of the Affirmative Action or EEO Coordinator or their designee, the Union shall have the opportunity to raise and discuss the issue with the Appointing Authority for resolution.

Section C. Any investigation of discrimination should be done in a timely manner.

Section D. All employees are entitled to work in an environment free from harassment and other forms of discrimination. The Commonwealth shall administer its Affirmative Action plan and EEO policies, which have as their goal the prevention and elimination of harassment at all Commonwealth worksites.

Section E. No Disparate Treatment.

No employee covered under this Agreement shall be harassed or discriminated against by reason of union membership or activities on behalf of the Union or choosing to not actively participate with the Union.

ARTICLE 6 – EMPLOYEE ORGANIZATION MEETINGS ON COMMONWEALTH PREMISES

Section A. AFSCME Council 62 shall be entitled to have meetings with Category Unit members to conduct Category Unit business on the Commonwealth's premises. However, said meetings shall be governed by the Commonwealth's operational considerations.

Section B. Meeting shall be held in non-work areas pre-approved by the appropriate office/facility designee pursuant to Article 7, within the discretion of the agencies, and contingent on cost, security, and the agencies ability to protect client confidentiality. Employees shall use their break or leave time to attend meetings when held during work time. Approval will not be unreasonably withheld. If approval is denied it shall be in writing and state reasons. The Employee Organization understands and agrees that the Commonwealth has the right to limit access to Commonwealth owned or leased buildings and grounds. The Employee Organization representatives shall remain in the approved areas as the facility/office designee identifies.

Section C. There shall be a file cabinet available and accessible to Employee Organizations for their exclusive use in each facility, which shall be provided and maintained by the Employee Organization at its own expense and located in a space agreeable to the office/facility designee.

ARTICLE 7 – ACCESS TO COMMONWEALTH PREMISES (PROCEDURES)

Section A. Requests shall be emailed or faxed to the designated agency personnel not less than three (3) working days before the requested time and date. In the event that a three day notice cannot be given the Union will notify the Employer upon knowledge of circumstance. The Employer will work to accommodate the Union request. The facility will confirm whether the requested space is available.

Section B. Requests must identify non-work areas requested (i.e., break rooms, meeting or conference rooms, smoking areas, etc.), the time for the meeting and the number of employees to be accommodated.

Section C. When employees request representation pursuant to Article 12 of the Governor's Employee Advisory Council Master Agreement, Stewards shall not be required to give notice in Section A, above, but shall be afforded access for representation according to normal office/facility rules and management schedules.

Section D. Access to restricted areas of a program or facility shall be prohibited. Depending on the program and the facility, and to ensure the safety and security of residents/clients, the Appointing Authority may conduct a criminal background check of any person pursuant to policies and procedures. The Appointing Authority reserves the right to deny admission to a residential program or facility to any individual who poses a risk to a resident/client and may prohibit or restrict the items which may be brought into a facility for the safety and security of the program and youth.

ARTICLE 8 – NEW EMPLOYEES

Section A. The Employer shall inform all new employees that AFSCME Council 62 is the elected, certified Employee Organization for the Category Unit. AFSCME Council 62 will provide new employee orientation material packets to the Employer, and the Employer shall give such packets to new employees. 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 packet.

Section B. Once each month, the Employer shall notify AFSCME Council 62 in mutually agreeable electronic format of all (1) new hires and (2) promotions, demotions or transfers into the Category Unit, including name, class title, position number, work county, hire date, and effective date of the above actions.

ARTICLE 9 – BULLETIN BOARDS

Section A. The Commonwealth agrees to provide space for bulletin boards at reasonable locations outside public access, and not in restricted areas, mutually agreed upon by the facility designee and a designated representative of AFSCME Council 62, to enable employees of the Category Unit to see material posted by Council 62. All materials posted on a bulletin board shall be signed, dated, and posted by the authorized representative of the Employee Organization.

Section B. The bulletin boards shall be purchased and maintained by AFSCME Council 62 at its own expense and shall be for the sole and exclusive use of AFSCME Council 62. Bulletin boards shall not contain partisan political material, 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 thereafter promptly notify AFSCME Council 62 of any removal.

ARTICLE 10 – WORK RULES

When practicable, 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) fourteen (14) days in advance written notice of such change becoming effective. Actions that implement, rescind, or revise a personnel policy or personnel form, work practice, or work rule can be raised at the quarterly Labor-Management meeting.

ARTICLE 11 – TECHNOLOGICAL AND ORGANIZATIONAL CHANGE

Section A. The Appointing Authority will provide the Employee Organization a copy of an approved Reorganization Plan affecting employees in this Unit and completed in accordance with KRS Ch. 12.028.

Section B. If the job duties and responsibilities of a classification as detailed under a class specification maintained by the Personnel Cabinet affected by this Agreement change substantially due to the application of new skills and training not previously required, the Commonwealth shall notify the Employee Organization in writing.

ARTICLE 12 – PERSONNEL RECORDS

Section A. An employee shall have the right to review and comment upon his or her official personnel file and official records relating to him in accordance with K.R.S. 18A.020 and the Kentucky Open Records Act. The Appointing Authority and the Personnel Cabinet shall maintain a personnel file for each employee covered by this Agreement, with the official personnel file housed at the Personnel Cabinet.[2] The employee shall submit a written request to the custodian of records for the agency and identify the document or record sought, with reasonable specificity. The agency shall respond to the request within three (3) workdays after day of receipt.

Section B. Relevant to this unit K.R.S. 61.878(3) provides: "No exemption in this section shall be construed to deny, abridge, or impede the right of the public agency employee, an applicant for employment, or an eligible on a register to inspect and to copy any record including preliminary and other supporting documentation that relates to him. The records shall include, but not limited to, work plans, job performance, demotions, evaluations, compensation, classification, reallocation, transfers, layoffs, disciplinary actions, examination scores, and preliminary and other supporting documentation. A public agency employee, applicant, or eligible shall not have the right to inspect or to copy an examination or any documents relating to ongoing criminal or administrative investigations by an agency."

[2] KRS 18A.020

ARTICLE 13 – SENIORITY LISTS

An electronic copy of a list showing the months of service for each employee in the Category Unit shall be provided to the Employee Organization quarterly. A seniority list shall not be posted in correction institutions or any other facility in which public access is possible due to security considerations.

ARTICLE 14 – FILLING OF VACANCIES

Section A. Definition of a Vacancy.

A job vacancy exists when the Employer decides to fill a new position or replace an incumbent. A vacancy in the classified service, which is not filled by promotion, transfer, or demotion, shall be filled by reemployment of a career or laid off employee, probationary appointment, reversion, or reinstatement. Except as noted above, vacancies should be filled by promotion whenever practicable and in the best interests of the service.

Section B. Posting.

Whenever the Employer intends to fill a job vacancy (other than for those classes for which there is open, continuous recruiting) by promotion or appointment, a notice of such vacancy shall be posted on the Personnel Cabinet's web site for no less than ten (10) calendar days. The announcement shall contain: the announcement number, date posted, closing date, class title, agency information, salary range, work county, type of position (i.e., full time or part time), selection method, as well as minimum and special requirements, and additional, relevant information.

ARTICLE 15 – LAYOFF AND RECALL

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

Section B. Layoff-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 employment 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.

Section C. Layoff Rules for Employees Covered Under this Agreement

(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 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 Section B. above 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.

Section D. Layoff Rules when Required by a Budget Reduction Plan.

(1) Prior to a layoff of state employees in the executive branch required by a budget reduction plan enacted pursuant to KRS 48.130, each cabinet shall prepare a lay-off plan that complies with the provisions of Section B above 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 revenue shortfall, as defined in KRS 48.010, of five percent (5%) or less. These measures shall be specified in the plan, in detail, and shall include but not 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 fro 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 Section C (3) and (4) above.

(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 Section C (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 16 – HOURS OF WORK

Section A. For purposes of calculating the regular hourly rate for employees, the formula for converting a monthly salary based on a thirty-seven and one-half (37.5) hour work week to an hourly rate is: Monthly salary times 12 months, divided by 1950 hours. The formula for converting a monthly salary based on a forty (40) hour work week is: Monthly salary times 12 months, divided by 2080 hours.

Section B. The issue of modified/flexible work schedules shall be an appropriate agenda item for labor management meetings established in Article 22 of this Agreement.

Section C. Call-back is defined as the act of contacting an employee at a time other than regular work schedule and requesting that the employee report to work and be ready and able to perform assigned duties. Employees who are called back shall be paid for hours worked. The parties recognize that in some departments employees are compensated for time spent traveling from home to the assignment and from the assignment traveling returning home.

Section D. Breaks.

1. Rest Periods

    a. There shall be a rest period of at least ten (10) minutes during each four (4) hours worked. Time spent on break shall be work free.

    b. A shift in excess of eight (8) hours shall have one (1) additional break of at least ten (10) minutes per every additional four (4) hours of work.

2. Meal Periods

    a. The Commonwealth shall grant their employees a reasonable period for lunch and such time shall be as close to the middle of the employees scheduled work shift as possible.

    b. Where feasible, there shall be break rooms or dining areas separate from inmate dining.

Section E. On Call.

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

Section F. Employees shall be paid for any time spent in roll calls.

ARTICLE 17 – OVERTIME

Section A. Overtime Defined

The Appointing Authority shall compensate all non-exempt employees covered under this Agreement at the rate of one and one-half (1 ½ X) times the employee's regular hourly rate of pay, exclusive of any pay differential, for hours in a pay status in excess of forty (40) hours during the employee's scheduled work week.

Section B. Overtime Distribution

Employees are needed at times for overtime within their classification series or any classification for which they meet position qualifications. The Commonwealth agrees, whenever practicable and in the best interests of the service, to distribute overtime/on-call work on a rotating basis or other fair and equitable basis within the classification series. The parties recognize that client needs prevail and that it is usually in the best interest of the client for the employee managing the case to respond, which may lead to overtime hours.

Section C. Work Performed during a Holiday

All hours worked on a shift which begins during a holiday listed in Article 10 of the Master Agreement, shall be paid according to state law and the Federal Fair Labor Standards Act.

ARTICLE 18 – EMPLOYEE ORGANIZATION REPRESENTATION AND CLIENT CONFIDENTIALITY

Section A. The Commonwealth and AFSCME Council 62 shall agree upon the number of stewards and chief stewards, consistent with the terms of the Master Agreement. Employees covered by this Category Unit Agreement are entitled to be represented in a grievance and appeal there from by a steward or Council 62 staff representative, in accordance with the applicable grievance or appeal regulation and K.R.S. 18A.095. Nothing in the Agreement shall be construed to authorize an Employee Organization representative to engage in the unauthorized practice of law as defined by the Rules of the Kentucky Supreme Court.

Section B. No steward or chief steward shall leave his or her work to engage in employee representation activities authorized under 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 the approval is not granted, the Employee Organization, at its discretion, may designate a different steward or Employee Organization staff 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 the employee or others may be jeopardized. The Employee Organization shall make a timely request for postponement so that the activity will not be delayed beyond 24 hours.

Section C. The parties recognize that client confidentiality issues may arise during representation causing the need for the Steward to be a Commonwealth employee of the relevant agency or division, or to share client identification information only with the employee being represented. This shall be decided on a case-by-case basis between the Employee Organization and the Appointing Authority. The parties recognize that 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.

Section D. In no event shall the Commonwealth be required by this Agreement to provide any information to the Employee Organization or any representative thereof which it reasonably believes is protected from disclosure by law.

ARTICLE 19 – CORRECTIVE AND DISCIPLINARY ACTION

Section A. AFSCME Council 62 recognizes the authority of the Commonwealth to reprimand (verbally or in writing), suspend, demote, discharge, or take other appropriate disciplinary or corrective action against an employee for cause, pursuant to the applicable statutes and administrative regulations. Corrective and disciplinary action, when invoked, will normally be progressive in nature; however, the Commonwealth reserves the right to invoke discipline appropriate to the seriousness of an individual incident or situation. Employees shall be allowed to be represented by an Employee Organization Representative in all meetings with management that are likely to result in disciplinary action.

Section B. Computer Voice Stress Analysis and Polygraph.

No employee shall be required to take a polygraph examination or a Computer Voice Stress Analysis (CVSA) examination.

Section C. Cooperation with Investigation.

All employees (and union stewards if present when an employee is subject to an investigation) shall fully and promptly cooperate with the request of an agency investigator to provide a statement or documentary evidence in a matter. Employees may be compelled to give statement but those statements may not be used in a criminal prosecution, subject to state and federal laws such as the *Garrity* ruling.

ARTICLE 20 – PROBATIONARY EMPLOYEES

Section A. Upon initial appointment or when reinstated after a twelve (12) month break in service from state government, employees in the classified service shall serve an initial probationary period. Depending upon the classification to which the position is assigned, the probationary period shall be from six (6) to twelve (12) months as indicated in 101 KAR 1:325. A probationary period shall be extended if the employee is absent from work for a period of at least twenty (20) consecutive workdays, by a like amount.

Section B. An employee promoted to a position shall serve a promotional probationary period. If an employee does not satisfactorily complete the promotional probationary period, he or she shall be reverted to his former position or to a position in the same job classification as his former position.

Section C. An employee serving an initial probationary period may be separated from the position, reduced in class or rank, or replaced on the eligible list, provided that written notice of separation from the position is served prior to the expiration of the initial probationary period. If the employee believes that the separation from the position is based on discrimination based on race, color, sex, national origin, political or religious affiliation or opinions, age (over 40), sexual orientation, disability, veteran's status, ancestry, or gender identity, the employee may appeal to the Personnel Board as provided by K.R.S. 18A.095.

Section D. A probationary period shall not be required of an employee who previously completed an initial probationary period (has "status") and is (1) reemployed following a layoff, or (2) reinstated with less than a twelve (12) month break in service, or (3) reinstated by board or court order.

ARTICLE 21 - LEAVE PROVISIONS

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 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 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) An employee who is eligible for state contributions for health benefits under the provisions of KRS Chapter18A shall have worked or been on paid leave, other than educational leave, during any part of the previous pay period.

(i) 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

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

(k) 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)(i) 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 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) An employee who is eligible for state contributions for health benefits under the provisions of KRS Chapter 18A shall have worked or been paid leave, other than educational leave, during any part of the previous pay period.

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

(f) 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.

(g) 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 is 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, 29 U.S.C. 2601, et seq., and the federal regulations implementing the Act, 29 C.F.R. 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. 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 Public Health Service Reserve, or the Kentucky National Guard shall be relieved from 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 6. 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 7. 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 8. 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 9. 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 10. 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.

ARTICLE 22 – LABOR-MANAGEMENT COMMITTEES

Section A. Unit-wide Labor-Management Committee Meetings

Labor-Management meetings between representatives of the Employee Organization and representatives of the various Appointing Authorities covered under this Agreement shall be held at least semi-annually in the Frankfort area.

The Union shall be entitled to have up to ten (10) employee representatives, plus Union staff, as designated by the Union.

Section B. Department Labor-Management Committee Meetings

Representatives of the Employee Organization and representatives of the Appointing Authorities, by department, shall meet quarterly for Labor Management meetings. Meetings will be held in a location that is mutually agreed upon by the parties.

The Union shall be entitled to have up to five (5) employee representatives at each meeting, plus Union staff, as designated by the Union. The Committee shall be co-chaired by an Employee Organization Representative and a Representative of the Commonwealth.

By mutual agreement, Cabinet-wide meetings or Division-wide meetings can be held in place of, or in addition to, Department meetings. Any additional meetings shall take place in Frankfort and shall focus on issues affecting the Cabinet or Division as a whole. The parties recognize that Division programs and policies may be controlled by its particular Department/Cabinet and intertwined with other Divisions; therefore, it may not be appropriate to limit a meeting to a specific Division.

By mutual agreement, meetings for all Category Units within a Department (or Cabinet or Division) can be consolidated.

Section C. Meeting Topic Limitations

These meetings shall not be used to bypass the grievance procedure nor shall they be considered negotiation sessions to arrive at successor agreements or modification of this agreement.

Section D. Items to be included on the agenda for labor management meetings shall be submitted in writing at least seven (7) work days in advance of the scheduled quarterly meeting dates.

Section E. Appropriate subjects for the agenda are:

1. Administration of this Agreement;

2. General information of interest to the parties;

3. Expression of employees' views or suggestions on subjects of interest to employees covered by this Agreement;

4. Recommendations on health and safety issues; and

5. Work loads and case loads on a Department-level basis per KRS 199.461 (individual grievances regarding work and case loads are not appropriate for these meetings).

Section G. Additional Labor-Management Committees may be established by mutual agreement.

ARTICLE 23 – HEALTH AND SAFETY

Section A. General.

The Commonwealth and AFSCME Council 62 agree to cooperate in the objective of eliminating safety and health hazards. The Commonwealth shall provide a safe and healthful place of employment free from recognized hazards. The parties recognize that emergency circumstances may arise and that 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 Kits

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

Section C. Buildings.

The Commonwealth shall maintain all state-owned buildings, facilities, and equipment in accordance with state regulations. The Commonwealth shall insure that all leased facilities comply with all applicable safety regulations.

Section D. Safety Inspections.

1. The Employee Organization shall be advised of and included in any safety inspections conducted by the Kentucky Labor Cabinet's Occupational Safety and Health Program. A representative of the Commonwealth and a representative of AFSCME Council 62 at the location may accompany the inspection team if OSHA consents.

2. The Appointing Authority shall notify the Labor-Management Committee whenever there is a workplace fatality or catastrophic event of an employee.

Section E. Exposure.
An employee shall use reasonable precautions if the employee reasonably expects to come into contact with the body fluid or waste of another person while at work. If exposure occurs, the employee, using work time, may be allowed to (1) return home to shower and change clothes, (2) seek medical attention, or (3) take other reasonable measures, whichever is most appropriate under the circumstances.

Section G. Personal Protective Clothing and Equipment

The Commonwealth shall provide and maintain all personal protective clothing and/or equipment that is required for employee(s) to perform their respective duties and/or is required by applicable law(s), regulation(s) and policy(ies), at no cost to employees.

This shall include, but not be limited to, items such as disposable gloves, disinfectant, and mouth pieces that shall be accessible to employee while directly caring for patients, residents, clients, inmates or youth as appropriate according to procedure and/or supervisor approval.

Section F. Boni Frederick Provision

1. Definitions

For purposes of this Section:

a. Front-line staff means an employee covered under this Agreement of the Division of Service Regions of the Department for Community Based Services whose professional duties include ongoing adult or child protective services, protective services investigations or assessments, or regularly conducting interviews, visits, contacts, or providing transportation services or other services in the homes of family members involved in adult or child protective services.

b. Cabinet means the Cabinet for Health and Family Services.

c. Department means the Division of Service Regions of the Department for Community Based Services.

2. Reporting of Threats

a. Each front-line staff member of the Department shall report to his or her supervisor any physical or verbal conduct of a client or an individual associated with a client that appears to be threatening or menacing, and any incident of assault, attempted assault, or physical contact that appears to be threatening to any staff member. Any use or threat of use of any type of weapon shall be reported. The employee's supervisor shall report threat or incident information to the commissioner of the department or his or her designee. An employee who reports under this subsection shall be protected from reprisals pursuant to Article 4 and KRS 61.102.

b. The Department shall establish and maintain an information system and track all reports of threats or incidents involving violence against

department staff as required by subsection (a) of this section. The Department shall provide, upon request, the number and type of reports received and any information available regarding civil or criminal action or changes to policies and procedures resulting from threats or incidents of violence upon staff.

c. The Department shall designate or establish a safety liaison position within its central office and in each regional office. The regional administrator may designate or establish a safety liaison position in each county office. The duties of the central office safety liaison shall include, but not limited to:
   1. Development and implementation of policies and procedures related to the prevention of violence in the office and in community settings;
   2. Screening and assessment of the level of threat for professional-client interactions;
   3. Facilitation of safety training and safety and first alert protocols with all law enforcement agencies that work with each county office, and
   4. Administration of a Web based social worker safety site and a threat and violence incident database.

3. Risk or Safety Assessments

a. The Cabinet shall conduct periodic risk assessments on all local offices of the Division of Service Regions of the Department of Community Based Services and remediate the office environments that do not provide adequate safety and protection for cabinet staff to the extent possible with consideration of office space lease arrangements and availability of funding for office renovations.

b. Front-line staff may request a risk or safety assessment prior to an investigation or delivery of services in a community setting. The direct supervisor of the requesting front-line staff and the safety liaison officer if a safety liaison position is designated for the county shall conduct the safety or risk assessment. If the situation warrants the accompaniment of front-line staff by a local law enforcement officer, the supervisor shall make the request to the local law enforcement agency.

4. Front Line Staffing

The Department shall maintain the necessary staffing levels according to Kentucky law, KRS 199.461. In the event such staffing levels fall below the statutory standard, the department shall follow the procedure established in KRS 199.461(4).

5. Alert Technology

The Department shall continue efforts to procure and maintain emergency alert technology to support front line staff. The Department shall report to the Union regarding the status of emergency alert technology available to front line staff during the quarterly Labor-Management meetings.

6. Department Budgeting

The Cabinet shall, to the extent funds are appropriated, support initiatives related to continued implementation of the provisions of the Boni Bill (SB 59 of the 2007 Regular Session of the General Assembly). The Cabinet shall provide to the Union written annual updates on expenditures made pursuant to this Section.

ARTICLE 24 – TRAVEL

Reimbursement for travel shall be administered in accordance with 200 KAR 2:006.

ARTICLE 25 – TRAINING AND DEVELOPMENT

Section A. General

The Commonwealth and the Union recognize the importance of employee training and development as an element of productivity and quality improvement. Employee training and development is regarded as a strategic investment to expand as well as develop employee skills through training initiatives.

Section B. Orientation Training

All employees shall receive orientation that provides an overview of the role and function of each Agency covered under this Agreement. Such orientation shall include, but is not limited to, current procedures, forms, methods, techniques, materials, equipment and crisis intervention techniques to respond to client behavior that could result in injury to self or others.

Section C. In-Service Training

Whenever employees are required to participate in in-service training programs, they shall be given time off from work with pay to attend such programs, including any travel time needed. The Commonwealth shall pay any costs incurred in such training. Every reasonable effort shall be made to notify employees of training opportunities through available channels of communication.

Section D. Leave for Training

The Commonwealth shall grant employees paid leave with supervisory approval during regular work hours to participate in training programs which are directly related to work in the employee's Agency and will lead to the improvement of the employee's skills and job performance or as a part of an approved career ladder or skill expansion program.

Section E. Career Ladder Development

The Appointing Authority and the Union agree to conduct Labor-Management Meetings state-wide to begin developing a comprehensive career ladder development initiative. The first Labor-Management Meeting shall be conducted no later than ninety (90) days after the ratification of this agreement and subsequent meetings shall be scheduled on a monthly basis, until such time as a mutually acceptable career development program is initiated. The career ladder program shall enable the Commonwealth to source qualified workers, decrease turnover, and build skills that improve workplace performance, and shall enable

workers to increase knowledge and skills, upgrade job position, and advance career or professional status.

ARTICLE 26 – STAFFING

Section A. It is agreed that the philosophy of the Commonwealth of Kentucky in connection with AFSCME Council 62 is to maintain compliance with all federal and state requirements governing adequate staffing in all facilities and offices. The Commonwealth of Kentucky will work toward keeping institutions adequately staffed in order to achieve this goal.

Section B. Maintaining adequate staffing levels shall be an appropriate subject for discussion in Labor Management meetings.

ARTICLE 27 – ANTI-DISPLACEMENT

The Commonwealth agrees with the principle that the employment of a permanent employee should not be eliminated for the sole purpose of reassigning the duties formerly assigned to that position to a contractor.

ARTICLE 28 – OUT OF CLASSIFICATION WORK

An employee may be temporarily reassigned for up to sixty (60) working days or detailed to special duty for up to one (1) year in accordance with 101 KAR 2:020 and 101 KAR 2:076.

1. An employee detailed to special duty to perform the duties of a higher-paid classification shall be paid during the period of detail, the greater of five (5) percent for each grade or the new grade minimum.[3]

2. If the Appointing Authority makes a permanent and material change in the duties and responsibilities assigned to an employee to the extent that the majority of the work performed by the employee is more properly described by a different classification, the Appointing Authority shall request reclassification and a salary adjustment as authorized by 101 KAR 2:034.

[3] 101 KAR 2:034 (5)

ARTICLE 29 – EDUCATIONAL ASSISTANCE PROGRAM

Section 1. Definitions. (1) "Educational assistance" means the financial assistance provided to an employee by the employee's cabinet or agency for the purpose of continuing the employee's education or training, based on the educational needs of the workforce, which results in an improved workforce and assists the employee in the achievement of individual career goals.

(2) "Educational providers" means accredited public or private degree-granting postsecondary education institutions, educational television, accredited correspondence or online schools, secondary schools, General Educational Development (GED) preparatory programs, Kentucky Virtual Campus (KYVC), or other approved education or training providers.

(3) "Employee Educational Assistance Program" means the program established by this administrative regulation.

(4) "Satisfactory Grade" means:

(a) a grade of "C" or higher for undergraduate or law school courses;

(b) a grade of "B" or higher for graduate-level or other professional studies courses; or

(c) "Pass" for courses which are graded on a "Pass/Fail" basis.

(5) "Service obligation" means the six (6) month minimum period of time that an employee is obligated to work in state government following the receipt of educational assistance, beginning:

(a)1. On the educational provider's published end date of the academic term in which the employee is receiving educational assistance; or

2. If no published end date exists, on the date of the last class activity, such as the final exam, the date a final paper is submitted, or the last scheduled class session; and

(b) If the employee has achieved a satisfactory grade on the current coursework.

(6) "Special-Purpose Educational Assistance Program" means coursework or specified training that has been predetermined by a cabinet or agency to be mandatory or job related that is required to meet accreditation, or certification or professional standards.

Section 2. Employee Educational Assistance Program. (1) The Governmental Services Center (GSC) shall be responsible for issuing, administering, and monitoring the Employee Educational Assistance Program.

(2) A cabinet or agency may adopt an Educational Assistance Policy to specify the terms and conditions of the agency or cabinet's participation in the Employee Educational Assistance Program.

(a) A cabinet or agency's education assistance policy shall not conflict with the employee educational assistance program.

(b) A cabinet or agency's educational assistance policy shall be subject to the approval of the Executive Director of GSC or the Executive Director's designated agent.

(c) A copy of the cabinet or agency's current educational assistance policy shall be filed with the GSC upon approval by the Executive Director of GSC or the Executive Director's designated agent.

(d) A cabinet or agency shall utilize this administrative regulation if no other Educational assistance policy is filed with the GSC for that cabinet or agency.

(3) Eligibility requirements.

(a) A permanent, full-time classified employee shall be eligible for the Employee Educational Assistance Program if the employee:

1. Is in full-time active work status; and

2. Has satisfactorily completed the initial probationary period.

(b) The requirements established in paragraph (a) of this subsection may be waived by a cabinet or agency on an individual basis if the nature of the work justifies providing educational assistance.

1. If a cabinet or agency waives any requirement for an employee, the agency shall maintain justification documentation.

2. Documentation shall include:

a. The employee's application for educational assistance;

b. The specific education or training requested; and

c. The written determination by the cabinet or agency that waiver of one or more requirements is justified based on the nature of the employee's work.

3. Documentation shall be maintained in the cabinet or agency's Educational Assistance Policy file and made available during periodic audits conducted by the GSC.

4. An employee who has an outstanding reimbursement obligation in accordance with subsection (8) of this section shall not receive further educational assistance until the outstanding obligation is satisfied.

5. The cabinet's or agency's Education Assistance Policy shall not apply to programs providing scholarships or other educational assistance to individuals who are not qualifying employees of the executive branch of Kentucky state government.

(4) Employee Educational Assistance Program.

(a) Funding.

1. Funding for educational assistance shall come from a cabinet or agency's budget.

2. Cabinet or agency participation in the Employee Educational Assistance Program shall be based on the availability of cabinet or agency funds.

(b) Approved educational assistance funds.

1. Educational assistance shall be granted to pay for tuition and other related expenses, such as:

a. Laboratory fees;

b. Basic and normal costs charged by the institution for course registration;

c. Computer usage fees;

d. Required texts and other required course supplies;

e. Examination fees; or

f. Records and transcript fees required by the institution.

2. Educational assistance may be granted for educational testing for credit, such as General Educational Development (GED), College Level Examination Program (CLEP), or Defense Activity for Non-Traditional Education Support (DANTES).

3. Educational assistance shall be available for educational testing which is an entry requirement by an educational provider, such as ACT, SAT, GRE, GMAT, or LSAT.

4. A cabinet or agency may elect to cover additional or other types of educational expenses.

a. Additional or other types of educational expenses by a cabinet or agency shall not require pre-approval from the GSC.

b. Documentation of a cabinet or agency's approval of expenses shall be maintained in the cabinet or agency's Educational Assistance Policy file and made available during periodic audits conducted by the GSC.

(c) Limits of funding.

1. Educational assistance provided for coursework at an accredited in-state private college, out-of-state college, or out-of-state university shall be limited by the then-current costs at the four (4) year state university located in Kentucky nearest to the employee's county of employment.

a. The educational assistance provided per semester hour of credit shall not exceed the then-current cost per semester hour at the four (4) year state university located in Kentucky nearest the employee's county of employment.

b. Educational assistance based on semester quarter-hours of credit shall not exceed two-thirds (2/3) of the then-current cost per semester hour at the four (4) year state university located in Kentucky nearest the employee's county of employment.

2. Educational assistance provided per semester hour of credit for an online course or program shall be limited to the higher of:

a. The then-current costs per semester hour for an online course or program offered by a Kentucky public post-secondary educational institution which is delivered directly by that institution; or

b. The then-current costs per semester hour for an online course or program offered by a Kentucky public postsecondary educational institution which is delivered through the Kentucky Virtual Campus (KYVC).

3. Educational assistance based on semester quarter-hours of credit for an online course or program shall not exceed two-thirds (2/3) of the higher of:

a. The then-current costs per semester hour for an online course or program offered by a Kentucky public postsecondary educational institution which is delivered directly by that institution; or

b. The then-current costs per semester hour for an online course or program offered by a Kentucky public postsecondary educational institution which is delivered through KYVC.

4. Each cabinet or agency shall verify that the selected university or college has:

a. Conducted regular assessments to accredit each academic, academic support, and nonacademic programs;

b. Assessment results which substantiate that the academic activities are aligned with institutional mission and goals; and

c. Provided information specifying the source of the accreditation information on the Employee Educational Assistance Program Form.

(5) Payments of funds to educational providers.

(a) The cabinet or agency shall pay educational assistance funds directly to the educational provider if:

1. The employee's application for educational assistance was timely filed;

2. The application meets cabinet or agency approval; and

3. A GSC exception request is approved if necessary.

(b) Financial assistance from any other financial aid program shall not be duplicated under this program.

1. If eligible for tuition waiver or student fee waiver, the employee shall apply for these programs first.

2. If additional allowable costs remain after the utilization of the Tuition Waiver or Student Fee Waiver, the employee may seek additional funding from the educational assistance program to cover those remaining costs.

(6) Approved courses.

(a) Each course, program, or degree for which educational assistance is provided shall have a clear and direct relationship to: 1. The work of the cabinet or agency;

2. Improving the employee's effectiveness in his or her present position;

3. Preparing the employee for a position to which the employee can reasonably aspire; or

4. A requirement for a degree or program on the cabinet or agency's approved list of courses, programs, and degrees.

(b) Approved Lists of courses, programs and degrees.

1. A cabinet or agency shall establish approved lists of courses, programs, and degrees for which educational assistance may be granted.

a. A cabinet or agency's approved list of courses, programs and degrees shall be based on the recognized educational needs of the workforce in the agency.

b. A cabinet or agency may establish different approved lists for work units or job classifications.

c. A cabinet or agency may grant educational assistance for courses that do not qualify an individual to meet the minimum requirements for a job outlined on the official class specification.

2. Each approved list shall be made available for review by cabinet or agency employees.

3. A copy of a cabinet or agency's current approved list shall be provided to the GSC.

4. The cabinet or agency shall periodically review the approved list and make revisions as necessary and appropriate.

5. A request by an employee for an exception or addition to the approved list shall be made in writing to the cabinet or agency's designated agent.

(c) Courses taken through the Employee Educational Assistance Program shall not be applied toward an Educational Achievement Award.

(7) Maximum courses allowed.

(a) Educational assistance provided for undergraduate and post-graduate studies shall not exceed the following:

1. For undergraduate studies, a maximum of eight (8) courses per year, with a limit of:

a. Three (3) courses in any regular semester session;

b. Two (2) courses in any regular quarter session; and

c. One (1) course in any summer session or inter-session; and

2. For post-graduate studies (including graduate level professional studies), a maximum of six (6) courses per year, with a limit of:

a. Two (2) courses in any regular semester session;

b. One (1) course in any regular quarter session; and

c. One (1) course in any summer session or inter-session.

(b) An appointing authority or designated agent may make an exception to the maximum course load if:

1. The exception is necessary for an employee to complete the approved program; and

2. The exception will not adversely affect the cabinet or agency's service or the employee's performance.

(c) Documentation of a cabinet or agency's exception to the maximum course load shall be maintained in the cabinet or agency's Educational Assistance Program file and made available during periodic audits conducted by the GSC.

(8) Kentucky State University Requirement pursuant to KRS 164.357.

(a) The following employees shall receive educational assistance only for classroom, online or independent study courses at Kentucky State University (KSU), unless the course, program or degree required is not available or offered at KSU:

1. Employees who live in Franklin County or an adjoining county; or

2. Employees whose work station is in Franklin County or an adjoining county.

(b) This KSU requirement shall apply uniformly unless the Executive Director of the GSC or designee waives the requirement for a particular employee or course by written approval to an exception request.

(9) Employee obligations.

(a) To be eligible for educational assistance funds or to continue to receive those funds, the employee shall:

1. Sign the Employee Educational Assistance Program Form;

2. Continue to work on a full-time basis;

3. Provide the agency, within thirty (30) calendar days upon completion of a course, evidence of a satisfactory grade; and

4. Complete the minimum six (6) month service obligation. The employee shall be required at a minimum to comply with requirements established in this paragraph in order to qualify for and maintain educational assistance funds:

1. The employee shall continue to work on a full-time basis;

2. The employee shall sign the Employee Educational Assistance
3. Program Form and comply with the terms of the form;
4. The employee shall provide the agency within thirty (30) calendar days upon completion of a course evidence of a Satisfactory Grade; and
5. The employee shall complete the minimum six (6) month service obligation.

(b) A cabinet or agency shall recover from an employee the full amount of educational assistance funds expended on that employee's behalf if:

1. The employee's application form contains any material falsification;
2. The employee fails to provide the agency, within thirty (30) calendar days upon completion of a course, evidence of a satisfactory grade;
3. The employee drops a course, regardless of cause, without prior approval of the appointing authority or designated agent; or
4. The employee receives duplicate payment for the same course from any other source, such as a scholarship, Veteran's Educational Payments, or an Educational Achievement Award.

(c) A cabinet or agency shall recover from an employee the educational assistance funds expended on that employee's behalf if the employee resigns, retires or is dismissed for cause prior to completion of the six (6) month minimum service obligation.

1. Any amount of educational assistance funds a cabinet or agency seeks to recover pursuant to an employee's failure to complete the six (6) month minimum service obligation shall be prorated according to
the portion of the service obligation the employee has fulfilled.
2. The six (6) month minimum service obligation shall not apply to an employee who is laid-off.

(d) If an employee for whom a cabinet or agency has paid educational assistance transfers from one cabinet or agency to another through the Internal Mobility Program while enrolled in the course or prior to completion of the employee's six (6) month minimum service obligation, the employee shall not be required to repay educational assistance funds, unless previously agreed to by other contract.

(e) An approved course should be taken on the employee's own time. If a course is only offered only during working hours, eligible employees must request an Exception for Benefit of the Public Interest as set forth in Section 4 of this administrative regulation.

(10) Records and forms.

(a) The cabinet or agency shall maintain complete and accurate records relating to its Employee Educational Assistance Program and Special-Purpose Educational Assistance Program if applicable.

(b) A cabinet or agency's appointing authority or designated agent shall be responsible for maintenance and accuracy of all records relating to a cabinet or agency's Employee Educational Assistance Program or Special-Purpose Educational Assistance Program.

(c) A cabinet or agency shall utilize the Employee Educational Assistance Authorization Form as the key record for the Employee Educational Assistance Program.

(d) A cabinet or agency's Educational Assistance Policy or Special-Purpose Educational Assistance Program records shall be made available for GSC periodic audits or upon request.

(e) The cabinet or agency shall maintain all records and forms associated with this program in the agency personnel file of the employee and shall forward the
records to the receiving cabinet or agency if the employee transfers.

(f) Administration in the GSC shall be responsible for retaining comprehensive statewide records, on a fiscal year basis, of Educational Assistance Program activity.

1. This information shall be reported annually to the Secretary of the Personnel Cabinet or as needed upon request and shall include the following:

a. The number of employees participating in the program;

b. The amount (tuition and fees) reimbursed;

c. The number of employees granted educational leave;

d. The number of employees taking courses at each cabinet's or agency's request;

e. The number of employees taking courses for required certification; and

f. A summary of the annual reporting data required by Section 5(3)(a) through (h) of this administrative regulation.

2. GSC may request additional information from cabinets or agencies as needed to assist in the administration or monitoring of the program.

Section 3. Special-Purpose Educational Assistance Program. (1) A cabinet or agency may create a Special-Purpose Educational Assistance Program which provides educational assistance for an employee to obtain a specific degree or certification that is in the interest of the cabinet or agency.

(2) A cabinet or agency and employee may set different terms and obligations other than those established in the Educational Assistance Program.

(a) A Special-Purpose Educational Assistance Program may grant the employee the opportunity to use paid work hours to attend class or to complete coursework.

(b) A cabinet or agency shall not waive the proration requirement for recovery of educational assistance funds if the employee fails to complete the six (6) month minimum service obligation.

(3) Approval of a cabinet or agency's Special-Purpose Educational Assistance Program shall be subject to the written approval of the Executive Director of the GSC or designee.

Section 4. Exceptions for Benefit of the Public Interest. (1) The Executive Director of the GSC or designee may grant exception upon request by the cabinet or agency to any portion of the Educational Assistance Program in which the power of exception is not expressly granted to the cabinet or agency.

(2) A request for exception from the cabinet or agency shall, at a minimum, meet the following guidelines and include the following information:

(a) The request from the cabinet or agency's appointing authority or designated agent shall be in writing;

(b) The request shall include the completed Employee Educational Assistance Authorization Form from the cabinet or agency's appointing authority or designated agent; and

(c) The request shall include the specific nature of the exception, the reason for the exception, and an explanation as to why the exception would be in the cabinet or agency's interest or in the public's interest.

(3) The request for exception shall be mailed or sent electronically by email to the Executive Director of the GSC.

(4) A request for exception shall be received by the GSC:

(a) Prior to the start of the educational course for which the exception is requested; or

(b) Prior to the date by which the cabinet or agency seeks to take any action subject to the exception requested.

(5) An agency shall not be required to file requests for exception if proposing a Special- Purpose Educational Assistance Program for approval by the GSC.

(a) Upon the approval of a cabinet or agency's Special-Purpose Educational Assistance Program, any exceptions contained within the Special-Purpose Educational Assistance Program which establish terms and obligations different than those terms and obligations established in the Employee Educational Assistance Program, shall be deemed approved.

(b) Exceptions within a cabinet or agency's Special-Purpose Educational Assistance Program shall be approved for the remainder of the respective fiscal year.

Section 5. Program Audits. (1) The GSC shall conduct annual audits of cabinet or agency compliance with the Employee Educational Assistance Program from a representative sample selected by GSC.

(2) In the course of the audits, the GSC shall review a cabinet or agency's Educational Assistance Program and Special-Purpose Educational Assistance Program documents and records.

(3) Cabinets and agencies shall maintain the following data and reports in the cabinet or agency's Educational Assistance Program and Special-Purpose Educational Assistance Program file:

(a) Total dollar expenditures for educational assistance;

(b) Total number of employees utilizing educational assistance provided by the agency;

(c) Total dollar expenditures by educational provider by the cabinet or agency;

(d) Approved Lists of course titles, degrees, or programs;

(e) A list of all course titles, degrees, programs, certification or Special-Purpose Educational Assistance Program for which educational assistance is provided on a fiscal year basis;

(f) The completed Employee Educational Assistance Authorization Form, which is required for approval provided to the GSC if an exception to the Employee Educational Assistance Program is requested or required;

(g) A list of all outstanding reimbursement obligations; and

(h) A list of all employees that have completed degree requirements during the current fiscal year.

Section 6. Equal Opportunity. Each participating cabinet or agency shall ensure that its Employee Educational Assistance Policy is administered fairly, consistently, and equitably for all employees.

Section 7. Incorporation by Reference. (1) "Employee Educational Assistance Program Form", June 2008, is incorporated by reference.

ARTICLE 30 – CHANGES TO KENTUCKY ADMINISTRATIVE REGULATIONS

The parties acknowledge that the Employee Organization has proposed Articles during these Unit Negotiations which potentially alter or amend currently existing Kentucky Administrative Regulations (KARs). These administrative regulations are binding law and the parties acknowledge that a Unit Agreement cannot contradict or circumvent a regulation. However, the Commonwealth recognizes that the subject matter of the proposals and the rationale provided by the Employee Organization warrant additional attention and further review. The Commonwealth agrees to continue the review currently underway with the Employee Organization playing an active role in that process.

Therefore, the parties hereby acknowledge that the Organization has provided information and arguments on behalf of proposed amendments to the regulations as summarized below. The parties hereby agree that any subsequent amendment to these regulation provisions which are a result of discussions with the Employee Organization may be incorporated herein by mutual agreement.

Summary of Proposals:

- **Compensatory leave**: practices regarding how often employees can change their election of overtime payment (cash payment or compensatory time), with no discrimination in assignment of overtime based on such election, and eligibility for Block 50 payments

- **Transfers**: transfers to be based on seniority

- **Funeral leave**: permit utilization of annual, sick or compensatory leave for funeral and bereavement leave, and increased amount of such leave

- **Performance evaluations**: adjustment of factors used to evaluate employees, requirement to provide copies of final evaluation, notification if "unacceptable" ratings, etc.

- **Adverse weather leave**: practices regarding facility closures due to Governor-directed leave

- **Employee Organization leave**: request for one (1) year or less of unpaid leave for permitted Union activities

- **Miscellaneous leave issues**: addition of language that no leave request shall be unreasonably denied

ARTICLE 31 – SAVINGS

The Parties agree that this Unit Agreement is a supplement to the Master Agreement and thereby adopt and incorporate as if set forth herein Article 21 of the Master Agreement.

APPENDIX A – CATEGORY UNIT CLASSIFICATIONS

Title Code	Classification Title
6211	Alcohol and Drug Rehabilitation Counselor
6131	Apprenticeship and Training Coordinator
6504	Case Management Coordinator
6501	Case Management Specialist I
6502	Case Management Specialist II
6503	Case Management Specialist III
6287	Chaplain
6723	Child Support Investigator
4113	Disabilities Assistance Specialist/Driver
6215	Disability Adjudicator I
6216	Disability Adjudicator II
6217	Disability Adjudicator III
6510	Family Support Specialist I
6511	Family Support Specialist II
6512	Family Support Specialist III
4142	Houseparent Coordinator
4140	Houseparent I
4141	Houseparent II
5105	Interpreter Referral Specialist
6205	KVC-Social Worker Specialist
6225	MH/MR Specialist
6226	Public Assistance Program Specialist
4105	Rehabilitation Care Aide II
5146	Rehabilitation Instructor I
5147	Rehabilitation Instructor II
6202	Social Service Aide I
6204	Social Service Aide II
6209	Social Service Aide III
6222	Social Service Clinician I
6223	Social Service Clinician II
6224	Social Service Specialist
6220	Social Service Worker I
6221	Social Service Worker II
5121	Student Development Assistant
5120	Student Development Associate
5122	Student Development Specialist
2109	Veterans Benefits Field Representative I
2110	Veterans Benefits Field Representative II
4720	Vocational Rehabilitation Administrator I
4725	Vocational Rehabilitation Counselor

4726	Vocational Rehabilitation Counselor Certified I
4727	Vocational Rehabilitation Counselor Certified II
4715	Vocational Rehabilitation Program Specialist I
4716	Vocational Rehabilitation Program Specialist II
4717	Vocational Rehabilitation Specialist - Certified
5141	Vocational Rehabilitation Teacher
6140	Workforce Development Specialist I
6141	Workforce Development Specialist II
6142	Workforce Development Specialist Facilitator
6143	Workforce Development Specialist Consultant

SIGNATORS to Unit D Agreement

For the American Federation of State County and Municipal Employees Union (AFSCME)

David Warrick – Executive Director
AFSCME Council 62

AFSCME Unit D Negotiations Team Members
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SIGNATORS to Unit D Agreement

For the Commonwealth of Kentucky

Janie Miller – Secretary
Cabinet for Health and Family Services

Joseph U. Meyer – Secretary
Education and Workforce Development Cabinet

J. Michael Brown – Secretary
Justice and Public Safety Cabinet

Kenneth R. Lucas - Commissioner
Dept. of Veteran's Affairs

MG Edward G. Tonini
The Adjutant General
Department of Military Affairs

J.R. Gray - Secretary
Labor Cabinet

Nikki Jackson – Secretary
Personnel Cabinet

SIGNATORS to Unit D Agreement

Steven L. Beshear – Governor
Commonwealth of Kentucky