

# **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

## **Changes to FOP Lieutenants and Captains Collective Bargaining Agreement**

### **Overview**

The new collective bargaining agreement has a four-year term.

The goals of the administration during these negotiations were to provide a fair and responsible wage increase and to increase administrative efficiency.

### **Specific Contract Changes**

In this memorandum, I will initially address the wage article. After that, I will address other revisions to the agreement in the order they appear in the agreement.

#### **I. Wage Settlement**

- Effective the first full pay period after July 1, 2016, and on the first full pay period in July of each subsequent year:
  - Employees will receive a base wage increase (Division of Budgeting will provide details).
  - Employees will advance one step on the schedule on the date of their promotion. Upon promotion to Lieutenant, a Member will be placed at the starting pay established for Lieutenants in Appendix 4.

#### **II. Contract Changes**

- Article 4: Non-Discrimination
  - Neither LFUCG nor the Lodge shall discriminate unlawfully against any Member.
- Article 5: Strikes, Work Stoppages, Slowdowns, and Layoffs
  - Members who are laid off shall be placed on a recall list for a period of 24 months (previously was 30 months).
- Article 7: Lodge Business
  - The parties reduced the number of Lodge representatives that may attend Kentucky General Assembly sessions without loss in compensation from four to two.
- Article 8: Police Department Seniority
  - A Member's seniority is continuous unless the Member is laid off for more than 24 months (previously was 30 months).

- **Article 9: Assignments**
  - When considering applicants for a vacant lieutenant position, the Bureau Assistant Chief will consider discipline imposed with five years of the date of the position announcement
  - Positions on the Public Integrity Unit and the Internet Crimes Against Children Detective are highly sensitive positions that may be appointed by the Chief.
  - The Chief may appoint Unit Commanders of the Hazardous Device Unit and Air Support Unit.
  
- **Article 10: Promotional Vacancies**
  - Service time for applicants for Police Captain shall be calculated from date of hire to the filing deadline date.
  - The Police Department will make available 20 copies of text books listed on the reading list for candidates taking promotional written examinations (previously was 10).
  - The Lodge President or designee (who is not participating in the testing process) shall review test questions and may suggest that certain questions be stricken. If stricken or deemed incorrect, points for the question will be awarded to all candidates.
  - Each candidate's raw score will be calculated immediately after the interview is complete. The candidate will be notified of his raw score immediately following the interview.
  - After both the oral and written examinations are complete, the Lodge President or his designee shall be afforded an opportunity to review the results prior to posting of the list.
  - With regard to candidates that proceed to the Assessment Center, the Lodge President or his designee shall be afforded an opportunity to review the composite score results prior to posting of the list. The composite score shall be posted and a copy provided to each candidate within fourteen (14) days from the time the scores are reported to Human Resources.
  
- **Article 11: Grievance Procedure**
  - If LFUCG does not answer a grievance within the specified time limit, the grievance automatically advances to the next step. If LFUCG does not answer an appeal of the initial grievance within the specific time limits or any extension thereof, the grievance shall be deemed confessed.
  
- **Article 14: Health and Safety**
  - The Parties clarified when seasonal uniform rotations occur.
  - The Parties removed the section relating to the use of shoulder holsters.
  
- **Article 15: Disciplinary Procedures and Bill of Rights**
  - LFUCG shall comply with all provisions of KRS 15.520 and KRS 95.450.

- LFUCG may consider previous discipline that occurred within five years when imposing subsequent discipline (previously was three years). Letters of Counseling will be removed from the Member's personnel file after 12 months.
- Members may have an attorney paid for by the Member through the FOP Legal Defense Fund at appearances before the Disciplinary Review Board.
- Article 16: Personnel Files
  - An employee in a higher rank than a Member may have access to the Member's personnel records.
  - Members of the Public Integrity Unit, Personnel Records Unit, and Computer Information Services Unit may have access to a Member's file as needed to carry out their job functions.
- Article 22: Hours of Work/Compensatory Time
  - Compensatory time may be used in increments of not less than one (1) hour or more than 80 (eighty) hours consecutively (previously was 40 hours).
  - A Member shall be paid for up to 100 hours of accumulated compensatory time upon separation of employment. This section only applies to Members who provide two (2) weeks' notice of separation and who are not terminated for cause.
- Article 23: Paid and Unpaid Leaves
  - Leave requests that fall between the Saturday before Thanksgiving and the Sunday after Thanksgiving and December 17 through January 7 must be submitted to the Member's supervisor prior to September 15.
  - Leave requests during the NCAA Men's Basketball Tournament, beginning with the Sweet 16 games through the Final Championship game, must be submitted by February 15 and will be granted/denied prior to March 1. Leave requests that fall between June 30 and July 7 must be submitted by May 1 and will be granted/denied prior to June 1.
  - Any requests for leave during this time period made after the stated deadline shall not be denied if adequate personnel are scheduled to work on the requested day after timely requests are processed.
- Article 24: Sick Leave
  - Members may take sick leave due to the sickness or injury of their domestic partner (as defined by LFUCG Policy).
  - Sick Leave is granted by LFUCG in order to prevent undue hardship to the Member. It is not to be considered as or used as personal time or vacation time. Sick Leave may be used for only the purposes stated in this policy.
  - Falsification of sick leave records, or application for sick leave through fraud or dishonesty, is sufficient cause for discipline.

- **Article 27: Modified Duty**
  - A Member cannot be granted modified duty for a non-work-related illness or injury for more than twelve (12) months (previously was 6 months).
  - Modified duty may be extended, at the discretion of the Chief, to allow a Member to complete the Police and Fire Retirement Fund disability retirement process.
  
- **Article 29: Health Insurance**
  - LFUCG will contribute \$355.74 per month towards the cost of health insurance for each Member as an employer contribution under the ACA. This amount may not be cashed out or used as deferred compensation.
  - Members who waive health care coverage and have alternative medical coverage may purchase other LFUCG voluntary benefits (except deferred compensation) with the LFUCG health insurance contribution. The Member may apply the difference between \$530.74 and the LFUCG contribution to other LFUCG voluntary benefits (except deferred compensation) or take the remaining amount in cash.
  - The Parties will reopen this article upon LFUCG's request.
  
- **Article 30: Clothing and Equipment Allowances**
  - Members shall receive a \$150 monthly equipment allowance (consistent with previous MOU).
  
- **Article 35: Vehicles**
  - Members may drive their assigned home fleet vehicle for personal use while off duty within Fayette County without charge.
  - Members may use their assigned home fleet vehicle for off-duty employment without paying a fee, subject to LFUCG approval (previously there was a \$50 per month fee).
  
- **Article 37: Education Incentive Pay**
  - Members receiving a graduate degree shall receive an annual incentive pay of \$2,000 (previously was \$1,750).
  - The Police Executive Leadership Program was added as a program for which Members can receive an annual incentive pay of \$1,250.