

**COMMONWEALTH OF KENTUCKY
COURT OF JUSTICE
MEMORANDUM OF UNDERSTANDING
RESEARCH DATA EXCHANGE**

Agency: Administrative Office of the Courts
1001 Vandalay Drive
Frankfort, KY 40601

Second Party: Lexington Office of the Commissioner
Housing Advocacy & Community Development
200 East Main Street
Lexington, KY 40507

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

Drafted By: Teresa L. Davis, Procurement Officer

Contract Term: May 1, 2026 – May 1, 2028

ARTICLE I – PREAMBLE

This Memorandum of Understanding (“Contract”) is entered into this 1st day of May, 2026 by and between the Administrative Office of the Courts (“AOC”) and Lexington-Fayette Urban County Government and Lexington Office of the Commissioner, Housing Advocacy & Community Development (“Second Party”) to establish a Contract to define the terms under which AOC will provide a data set to Second Party and to define Second Party’s responsibilities with respect to the data provided by AOC.

WHEREAS, Second Party is to develop and implement strategies to build strong and equitable neighborhoods and requires the data identified below for determining whether individuals who receive subsidized housing experience a greater rate of eviction compared to those who do not receive rent subsidies;

WHEREAS, circuit court clerks are the official custodians of the records of Circuit and District Courts in each county;

WHEREAS, AOC is the administrative arm of the Kentucky Court of Justice (KCOJ);

WHEREAS, AOC maintains a database containing information about court records and is a source of the data required by Second Party; and

NOW THEREFORE, the AOC and the Second Party agree to the following:

ARTICLE II – SCOPE OF THE CONTRACT

2.01 DATA METHODOLOGY

Within 14 days of execution of this Contract, the AOC will provide Second Party with the data elements set forth in the “Fayette County Forcible Detainer Cases Disposed Since 1/1/2015” methodology documentation, attached hereto and incorporated herein as Attachment 1, for bulk a compilation of Forcible Detainer cases disposed in Fayette County since January 1, 2015. No charge will be assessed by the AOC to the Second Party.

Thereafter, AOC will provide quarterly reports to Second Party before the 15th day of each month. The AOC will not provide data for a query period less than two and a half months after the end of the query period.

2.02 ASSEMBLY AND TRANSMITTAL OF INFORMATION

All parties listed above will openly and expeditiously communicate any needs related to the compilation and acquisition of this data. Data sets will be distributed electronically as described in Attachment 1, according to the necessary standards, guidelines and methods provided by the AOC.

Second Party shall use the data elements set forth in Attachment 1 only for purposes explicitly authorized by this Agreement.

No confidential data is included in the data elements provided. Second Party agrees to immediately notify AOC if confidential data is provided in error and destroy any confidential data received.

Second Party acknowledges that personal identifying information is included and will comply with the confidentiality requirements described in Sections 7.11 and 8.01 through 8.04.

2.03 ACCURACY OF COURT INFORMATION

By agreeing to this Contract, Second Party acknowledges information received from CourtNet is subject to change, reprogramming, modifications in format, and availability and may not at any moment reflect the true status of court cases due to ordinary limitations, delay or error in the system’s operation. The AOC disclaims any warranty as to the validity of the information obtained from CourtNet. Second Party will be responsible for verifying information received from CourtNet through cross-referencing. AOC shall not be liable to Second Party for any damages arising from the use of CourtNet or from information obtained from it. Additionally, AOC accepts no responsibility for the conclusions drawn by Second Party.

ARTICLE III – AOC RESPONSIBILITIES

The extent of AOC's responsibility to Second Party is to deliver specific data elements contained within CourtNet.

ARTICLE IV – NOTIFICATIONS

All notices, consents, and proposed modifications to this Contract or other communications required and/or permitted by this Contract shall be in writing, and all such communications are to be made to the Department Contact with a copy to the AOC as listed below via certified, registered, or electronic mail.

Department Contact:

Information and Technology Services
Administrative Office of the Courts
1001 Vandalay Drive
Frankfort, KY 40601
t: 502.573.2350, ext. 50719
statistics@kycourts.net

The AOC:

Division of Procurement
Administrative Office of the Courts
1001 Vandalay Drive
Frankfort, KY 40601
t: 502.573.2350
Procurement@kycourts.net

Second Party:

Tiffany Masden, Senior Administrative Officer
Lexington Office of the Commissioner
Housing Advocacy & Community Development
200 East Main Street
Lexington, KY 40507
t: 859-280-8457
tmasden@lexingtonky.gov

Linda Gorton, Mayor
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
859-258-3100
mayor@lexingtonky.gov

ARTICLE V – CONTRACT TERM

This Contract shall commence on May 1, 2026 and expire upon completion of research or on May 1, 2028 whichever is earlier.

ARTICLE VI – CANCELLATION

The AOC may cancel this Contract at any time for cause or may cancel without cause with thirty (30) days prior written notice.

ARTICLE VII – MOU STANDARD TERMS AND CONDITIONS

7.01 EFFECTIVE DATE

This Contract is not effective and binding until the Director of the AOC or designee approves and signs the Contract.

7.02 ENTIRE AGREEMENT

The Contract shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

7.03 PREVIOUS ITERATIONS OF THE CONTRACT

Neither party shall represent that a working copy, draft, or the finalized version of this Contract is identical to a previous iteration of this Contract if the party has made edits since the last iteration. Both parties shall clearly present all edits either through editing functions in word processing software or as a list provided contemporaneously with the most recently edited iteration.

7.04 CHANGES AND MODIFICATIONS TO THE CONTRACT

No modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Second Party and the AOC and incorporated as a written amendment prior to the effective date of such modification or change. If the Second Party finds at any time that existing conditions make modification in requirements necessary, they shall promptly report such matter to the AOC for consideration and decision. Modification shall be subject to prior approval from the Director of the AOC or authorized designee. No other documents or writings circulated between the Parties shall be construed as amendments to the Contract.

7.05 KCOJ ADMINISTRATIVE POLICIES

The Parties acknowledge that the AOC's operations are governed by the Administrative Procedures (APs) of the Kentucky Court of Justice (KCOJ), which have been established pursuant to orders of the Kentucky Supreme Court. Accordingly, the Parties agree that the terms of this Contract are intended to be fully compliant with the APs, and the Parties shall rely on the same to resolve any unclear or vague portions of this Contract.

For reference, a full copy of the APs may be found on the AOC's website (kycourts.gov/AOC).

7.06 COMPLIANCE WITH LAWS

Both parties shall comply with all applicable federal, state, and local laws.

7.07 CHOICE OF LAW AND FORUM

All questions as to the execution, validity, interpretation, construction and performance of this Contract shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Contract shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

7.08 FORCE MAJEURE

The Second Party will not be liable to the AOC if failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the Second Party. Such causes may include, but are not restricted to, acts of God, fire, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the Second Party. The Second Party will take all possible steps to recover from such occurrences.

7.09 INDEMNIFICATION

Any term or condition of any Contract is void to the extent it requires the AOC to indemnify anyone.

Notwithstanding any limitation in this agreement, Second Party shall defend and indemnify the AOC and the KCOJ, its instrumentalities, agencies, departments, and respective officers, agents and employees against all suits or claims of any nature and all damages, settlement payments, attorney's fees, costs, expenses, losses or liabilities attributable thereto, by any third party which arise out of any act or omission of Second Party, its subcontractors, their employees, workmen, servants or agents.

In the event that either party deems it necessary to take legal action to enforce any provision of this Contract, and in the event the AOC prevails, the Second Party agrees to pay all of AOC's expenses associated with such action, including attorney's fees and costs as determined by the court.

7.10 ACCESS TO RECORDS

The Second Party agrees that the AOC or its designee, or the Auditor of Public Accounts, or the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this Contract for the purpose of financial audit or program review.

In the event of a dispute between the Second Party and the AOC, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Director of the AOC shall review the dispute and issue a determination.

7.11 CONFIDENTIALITY OF DATA

All financial, personnel, technical, and/or non-public case specific data supplied by the AOC/KCOJ to the Second Party is confidential, unless designated otherwise in this Contract. Statistical data shall be treated as confidential if it is designated as confidential, subject to legal or regulatory confidentiality requirements, or if its disclosure could reasonably permit identification of individuals, confidential cases, or sensitive system or security information.

The Second Party is required to use reasonable care to protect the confidentiality of such data. Any use, sale, or offering of this data in any form by the Second Party, or any individual or entity in the Second Party's charge or employ, will be considered a violation of this Contract and may result in contract termination and the Second Party's suspension or debarment from future contracting. In addition, such conduct may be reported to the Kentucky Attorney General for possible criminal prosecution.

7.12 CONFLICT OF INTEREST LAWS AND PRINCIPLES

The Second Party certifies that it is legally entitled to enter into this Contract with the AOC, and by holding and performing this Contract will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or the Personnel Policies of the Court of Justice.

7.13 ADVERTISING

The Second Party shall not use the name, logos, images, or any data of the KCOJ or the AOC in any commercial advertising.

7.14 ASSIGNMENT

The Second Party shall not assign any interest, right or duty in any contract with the AOC without the written consent of the AOC.

7.15 EMPLOYMENT STATUS

At no point shall any personnel of the Second Party be considered an employee of the AOC, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, workers' compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee of the Second Party.

7.16 THIRD-PARTY BENEFICIARIES

In no event shall any individual or entity be deemed to be a third-party beneficiary of this Contract.

7.17 WAIVER

No change, waiver, or discharge of any liability or obligation under this Contract on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

7.18 SEVERABILITY

If any term or provision or any part of this Contract is declared invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by the law.

ARTICLE VIII – ADDITIONAL TERMS AND CONDITION

8.01 ADDITIONAL CONFIDENTIALTY AND SECURITY REQUIREMENTS

Second Party agrees not to release any information provided by the AOC except to its employees, contractors, or authorized agents who require the information for the purpose described in Article I (“Users”).

Second Party shall require each User receiving information provided by the AOC to sign and to be bound by a Non-Dissemination Agreement (“NDA”), attached hereto and incorporated herein as Attachment 2.

8.02 NON-DISSEMINATION AGREEMENTS

No NDA is effective until it is approved and signed by the AOC. Second Party shall immediately notify the AOC in writing if the User's employment or authorized agency with the Second Party ends, or if the User's authorization to access AOC data is suspended or revoked.

Second Party agrees to monitor each User's access to and use of AOC data to ensure full compliance with the NDA and this Contract.

Second Party agrees to be responsible for any unauthorized use or disclosure of AOC data by anyone executing an NDA.

Second Party shall provide copies of all executed NDAs to: Data Officer at Statistics@kycourts.net. Second Party shall not disseminate data to the User until an NDA is executed by the User and the AOC.

8.03 DATA STORAGE

Second Party agrees that the data referenced in this Contract shall be safely stored to prevent unauthorized access. Second Party further agrees to destroy data received from the AOC one (1) year after expiration of this Contract per Article V or immediately upon cancellation of this Contract per Article VI.

Second Party shall comply with the KCOJ records retention and destruction schedule and to any relevant Kentucky Revised Statute.

8.04 ARTIFICIAL INTELLIGENCE

Second Party must obtain the AOC's prior written consent before using AOC data to build or train proprietary generative artificial intelligence ("AI") systems. Second Party shall not use AOC data as input for any query to any generative AI system that Second Party does not own, or to any AI system which may retain any AOC data received as input.

8.05 BREACH

The Second Party shall report any breach of confidential or personal identifying information (if applicable) or any confirmed security breach relating to the electronic court information provided by this Contract to the AOC within two (2) hours of discovery. The Second Party shall document and notify the AOC of any and all remediation measures planned or taken for each incident of breach. The Second Party shall indemnify and hold harmless the KCOJ, the AOC, and their officials and employees from and against any and all claims, demands, actions, suits, and proceedings by others, and against all liability for damages by reason of, or arising out of, any incident of breach.

8.06 OWNERSHIP OF DATA

The parties agree that records, statistical information, and/or data provided by the AOC to Second Party are the property and responsibility of the AOC. Second Party shall use the data elements set forth in Attachment 1 only for purposes explicitly authorized by this Contract. The Second Party shall not use the data received from the AOC for any commercial purpose. “Commercial purpose” means the direct or indirect use of any part of an administrative record or records, in any form, for sale, resale, solicitation, rent or lease of a service, or any use by which the user expects a profit either through commission, salary, or fee.

8.07 HANDLING OF OPEN RECORDS

In order for the AOC to maintain control and integrity of its records, Second Party agrees that any Open Records Request seeking access to data or documents provided by the AOC will be referred for response to the AOC.

8.08 PUBLICATION

Second Party agrees that any conclusions or determinations made by the Second Party based upon the data set provided are strictly those of the Second Party and not those of the AOC. Second Party also acknowledges that AOC does not interpret the data set provided or take any official position on its contents.

Prior to publishing or presenting the results, Second Party shall provide the AOC thirty (30) days for review of the manuscript or other material for such publication. The AOC may require Second Party to make revisions of proposed materials that (1) violate the terms of Section 8.01 of this Agreement, or (2) imply that the AOC agrees with conclusions of the Second Party of these data. If revisions are required, Second Party shall make revisions and then provide the AOC an additional opportunity to review the manuscript or other material to verify requested revisions were made. After the AOC’s approval, Second Party shall have the right, consistent with academic standards, to publish the results of this work.

In any publication resulting from the data obtained from the AOC, the Second Party agrees not to represent any interpretations drawn from the data as the official positions, policies, interpretations, or procedures of the AOC or the KCOJ.

ARTICLE IX – APPROVALS

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

Agreed to by:

Second Party:



Tiffany Masden, Senior Administrative Officer
Lexington Office of the Commissioner

6/12/26

Date



Linda Gorton, Mayor
Lexington-Fayette Urban County Government

6/17/26

Date

AOC:

Zachary S. Ramsey
Director, Administrative Office of the Court

Date

Approved by:

Jenny Lafferty
Director of Finance and Administration, AOC

Date

Reviewed and recommended by:

Elizabeth Lucas, Executive Officer
Information & Technology Services, AOC

Reviewed as to form and legality by:

Ryan Becker
Deputy General Counsel, AOC

Daniel Sturtevant, Data Officer
Information & Technology Services, AOC

Work# 4000093541

RIGHT-OF-WAY

THIS RIGHT-OF-WAY AGREEMENT ("Agreement") is made by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, ("Grantor", whether singular or plural), whose mailing address is 200 East Main Street, Lexington, Kentucky 40507, and COLUMBIA GAS OF KENTUCKY, INC., a Kentucky corporation, with principal offices at 2001 Mercer Rd, Lexington, KY, 40511, ("Grantee").

GRANT. In consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee the right to:

1. within the right-of-way and temporary construction easement described below, construct, operate, maintain, replace, repair, alter the size, upgrade, remove or abandon in place, pipelines and appurtenant equipment, together with valves, service connections and lateral connections for transporting gas with associated products, or other substances that can be transported through pipelines, and appurtenant facilities including, but not limited to, cathodic protection;
2. within the right-of-way area and temporary construction easement described below, perform pre-construction work reasonably related to the work described in (1) above;
3. ingress to and egress from the Right-of-Way area (defined below) by means of existing or future roads and other reasonable routes on the Premises (defined below) and on Grantor's adjoining lands, through those locations in which Grantor has provided approval prior to use; and
4. within the right-of-way area and temporary construction easement described below, exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including the right from time to time to: (a) clear the Right-of-Way of all dwellings, garages, out-buildings, pools, decks, man-made bodies of water, trees, shrubbery, leach beds, septic tanks, unapproved utility installations, or any other obstruction of any kind and (b) clear, cut, trim and remove any and all vegetation, trees, and brush and overhanging branches from the Right-of-Way by various means {(a) and (b) together shall collectively be known as "Encroachments"}

On, under, across and through Grantor's property situated in Fayette County, Kentucky, and more particularly known as:

Deed Reference: Deed Book 3955, Page 526 of record in the Fayette County Clerk's office, Lexington, Kentucky, hereinafter referred to as "Premises."

Property Addresses: 2850 Georgetown Road, Lexington, Kentucky 40511.

A 20' (twenty foot) wide right of way on the property conveyed to the Grantor herein by Deeds of record in Deed Book 3955, Page 526, in the Fayette County Clerk's Office.

The boundaries of the 20' (twenty foot) wide right of way shall be 10' (ten feet) on either side of the centerline of the pipelines as installed and shall follow the pipeline itself extending to the property limits where intersections with property boundaries occur.

In addition to the Right-of-Way, Grantor grants Grantee a temporary easement ten (10) feet on either side of and adjoining the Right-of-Way, for the purpose of enabling Grantee to initially construct the pipelines or to later relocate, maintain, lay additional, add lateral or service connections, replace, or change the size of the pipelines, and to conduct all activities permitted hereunder and incident hereto, including restoration or clean-up activities.

Grantor may use and enjoy the Right-of-Way, except to the extent such use and enjoyment interferes with the rights granted to Grantee under this Agreement. Grantor shall not construct or permit to be constructed or place any Encroachment on or over the Right-of-Way that will, in any way, interfere with the use and enjoyment of the Right-of-Way by Grantee. Grantor shall not change the depth of cover in Right-of-Way; conduct grading operations within the Right-of-Way; permit the dumping of refuse or waste in the Right-of-Way; nor operate heavy machinery or equipment in the Right-of-Way except as may be consented to in writing by Grantee. Grantee shall replace and restore any area on the Premises disturbed by Grantee's laying, construction, operation, replacement, and maintenance of said pipelines to as near as practical to the Premises' original condition, except as provided herein.

Grantor represents and warrants to Grantee that, to the best of Grantor's knowledge: (a) no pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the Premises that would cause or threaten to cause an endangerment to human health or the environment or require clean up; (b) neither the Premises, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Right-of-Way for Grantee's intended use; and (c) the Premises, or any portion thereof, is not currently and has not previously been used for commercial or industrial purposes. Grantor further represents that it has informed Grantee, prior to the execution of the Agreement, of any and all pollutants, contaminants, petroleum, hazardous substances and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Right-of-Way.

Grantee agrees that this agreement will not be filed of record with the Fayette County Clerk's office so long as Grantor files a plat in said Clerk's office within one (1) year of this agreement's execution and upon Grantee's confirmation that said plat is consistent with the final development plan provided to Grantee before its gas line installation. The terms of this agreement shall expire upon the filing of the plat.

The rights, privileges and terms hereby shall be covenants running with the land and extend to and be binding upon Grantor and Grantee and their respective representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, intending to be legally bound hereby, Grantor has executed this Agreement, this _____ day of _____, 2026.

GRANTOR:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: 

Its: _____

STATE OF KENTUCKY)
) SS:
COUNTY OF FAYETTE)

On this, the ____ day of _____, 2026, the foregoing instrument was subscribed, sworn to, and acknowledged before me by _____, as _____ and on behalf of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, State-at-Large

Notary Name (print)

My Commission Expires: _____

Notary I.D. # (if any): _____

THIS INSTRUMENT PREPARED BY:
COLUMBIA GAS OF KENTUCKY, INC.

KIMRA H. COLE, President
Columbia Gas of Kentucky, Inc.
2001 Mercer Road
Lexington, KY 40512-4241

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

AND

FRATERNAL ORDER OF POLICE, TOWN BRANCH LODGE #83

CORRECTIONS OFFICERS AND SERGEANTS

JULY 1, 2026 to JUNE 30, 2030

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT, entered into this ____ day of _____, 2026, by and between the Lexington-Fayette Urban County Government (hereinafter the “LFUCG”), and Town Branch Fraternal Order of Police Lodge No. 83, Inc. (hereinafter “Lodge”), by which said parties hereby agree upon the terms and conditions as hereinafter set out, concerning wages, hours and working conditions of certain employees of the Division of Community Corrections.

ARTICLE 1

RECOGNITION

Section 1. Pursuant to KRS 67A.6901, LFUCG recognizes the Lodge as the exclusive collective bargaining representative of its sworn officers holding the full-time positions of Officer and Sergeant in the Division of Community Corrections. Corporal is an honorary title given to certain Officers. Corporals receive the same compensation and benefits as Officers. Non-sworn personnel, including trainees or recruits and sworn officers during their initial probationary periods, sworn personnel in grades other than Officer and Sergeant are not included in this Agreement.

Section 2. The Lodge recognizes the Mayor’s representative and designee as the sole representative of LFUCG for the purposes of collective bargaining negotiations.

Section 3. As used in this Agreement, unless specified otherwise, the term “member(s)” refers to sworn employees of the Lexington Division of Community Corrections holding the grades of Officer and Sergeant, who have completed their initial probationary period. Initial probation period does not include promotional probation for Sergeants.

Section 4. LFUCG and the Lodge shall bargain promptly upon request by the other side and continue for a reasonable period of time in order to exchange freely information, opinions and proposals, and to endeavor to reach agreement on matters within the scope of representation.

Section 5. Every officer shall serve an initial probationary period of twelve (12) months from the date of hire. When deemed necessary by the Director or his designee, the initial probationary period may be extended beyond the twelve (12) months not to exceed an additional three (3) month period.

Section 6. Every Sergeant shall serve an initial promotional probationary period of twelve (12) months from the date of promotion and shall be included in this agreement during said probationary period. If a sergeant is not able to complete the promotional probationary period they shall return to officer status.

ARTICLE 2

SUBORDINATION

Section 1. This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all applicable statutes, state and federal laws, constitutional provisions and any revisions, amendments or newly adopted provisions to any statute, state and federal laws, or constitutional provisions in effect upon the effective date of this Agreement or which may be hereafter enacted.

ARTICLE 3

LFUCG RIGHTS

Section 1. The inherent right to manage, direct and control working forces in all respects is expressly reserved to LFUCG; subject, however, to such limitations as are contained

in this agreement. Exclusive rights of the LFUCG shall include, but not be limited to, any subject not preempted by Federal and State law.

- A.** Determination of the organizational structure of the Division of Community Corrections, including the existence, continuance, abolishment, restructuring, or combining, of all bureaus, departments, units, branches, and subparts thereof.
- B.** The right to promulgate, at its discretion, policies, rules, regulations, and Orders which are not inconsistent with this agreement.
- C.** The right to determine the methods, means and personnel by which operations are to be implemented and established.
- D.** The right to take action as necessary to carry out the mission of the Division of Community Corrections in exigent circumstances.
- E.** Assignment of personnel consistent with the provisions of this agreement.
- F.** Determination of necessary qualifications, standards, and procedures, for hire and promotion, consistent with this Agreement.
- G.** Establishment of standards of performance and service, and taking necessary disciplinary action subject to this Agreement.
- H.** It is agreed and understood that the relieving or suspending of law enforcement powers is distinct from a suspension from pay. LFUCG reserves the power to relieve or suspend law enforcement powers during the course of an investigation or at any time there has been an allegation or report of possible harm to the member or others.
- I.** Elimination of positions, and any consequent reductions in force or layoffs. LFUCG shall notify the Lodge President of known reductions in force as soon as

practical after the decision to reduce the force has been made. Reductions in force, by rank, shall be made in seniority order with the lowest senior officer being force reduced first then moving up the seniority list until the desired reduction is completed. At the rank of sergeant in lieu of a layoff in force reduction the sergeant shall have the right to voluntarily demote to the rank of officer and be placed into the seniority scale to include all time. LFUCG shall correct the voluntary demotion back to sergeant prior to the returning of any staff.

Section 2. This agreement is not intended to restrict consultation with the Lodge regarding matters within the right of LFUCG to determine. In fact, it is the intention of the Lodge to work with LFUCG for the common good. The powers, rights, and authority herein of the LFUCG are not to be exercised in a manner that will violate the provisions of this Agreement.

ARTICLE 4

NON-DISCRIMINATION

Section 1. Neither LFUCG nor the Lodge shall discriminate against any member because he or she is or is not a member of the Fraternal Order of Police, nor because of lawful Local activity or refraining there from, nor shall either party discriminate against any member on the basis of race, color, sex, age, creed, religion, marital status, sexual orientation, national origin, disability, political affiliation, nor any other protected class as specified by applicable Local, State, and Federal law.

Section 2. Harassment or Disparate Treatment. LFUCG shall take reasonable measures to prevent harassment or disparate treatment at the workplace. LFUCG shall take

measures in provide members with a venue to report harassment, disparate and differential treatment as provided by CAO Policy 5R incorporated herein by reference.

ARTICLE 5

STRIKES, WORK STOPPAGES, AND SLOWDOWNS

Section 1. The Lodge recognizes that it is unlawful to engage in strikes and work stoppages. The Lodge agrees that it shall neither cause nor counsel any Member to engage in, encourage, sanction, or support any work stoppage, work slowdowns, unauthorized accelerated enforcement, mass absenteeism and other concerted efforts to alter work production. In addition, the Lodge agrees that any of the foregoing actions by members may constitute cause for their termination, and that the Lodge shall not encourage such activity and shall take prompt and reasonable steps to discourage same.

Section 2. Mass or concerted call-ins of sick or other leave shall be deemed strikes or work stoppages hereunder.

ARTICLE 6

LODGE SECURITY

Section 1. Membership in the Lodge is not compulsory. Members have the right to join or not join and neither party shall exert pressure or discriminate against a member regarding such matters.

Section 2. Lodge membership dues, as authorized by members on the approved form described in Section 3 below shall be deducted monthly in an amount certified by the Lodge. Members wishing to revoke their Lodge membership or to join the Lodge membership must notify LFUCG and the Lodge expressly and individually, in writing by certified mail. Upon such notification, LFUCG shall begin deducting membership dues hereinafter described,

whichever is appropriate, from the wages of such member as soon as practical but in no event later than the 2nd pay period following receipt of such notice.

Section 3. LFUCG agrees to deduct from the wages of any member the dues as authorized by said member as long as it is a continual or regular deduction, on a form authorized by LFUCG and the Lodge, said deduction to occur during the second pay period in each calendar month, pursuant to KRS 65.158. Upon request, thirty (30) calendar days prior to the beginning of the fiscal year, and upon request every six (6) months thereafter, LFUCG shall transmit to the Lodge Treasurer a spreadsheet containing the list of current members together with bi-weekly salary for each. Within fifteen (15) calendar days the Lodge Treasurer shall return the spreadsheet with the dues for each member entered therein, which shall serve as certification of the amounts to be deducted under this section.

Section 4. Lodge membership dues shall be transmitted to the Treasurer of the Lodge by the fifteenth (15th) calendar day of the succeeding month after such deductions are made. The Lodge shall annually certify, in writing, the current and proper amount of its membership dues at least thirty (30) calendar days prior to the initial deduction, for the next twelve-month operating cycle.

Section 5. The check-off of regular Lodge dues shall be made only on the basis of written authorization signed by the individual employee from whose pay the dues shall be deducted, on a form authorized by LFUCG and the Lodge.

A. These provisions shall be interpreted insofar as possible in a manner consistent with applicable federal statutes or case law.

ARTICLE 7

LODGE BUSINESS

Section 1. The Lodge may select not more than six (6) persons and the Lodge President to represent the Lodge in the negotiation of collective bargaining agreements during working hours without loss in compensation. The persons so designated shall be allowed a reasonable time off without loss of compensation to prepare proposals, collect data, meet with counsel and/or committee Members and consultants for the purposes of expediting good faith negotiations. The Lodge shall provide fourteen (14) days prior notice to the Director of Community Corrections or designee of the dates and times needed to conduct business relating to collective bargaining negotiations between LFUCG and the Lodge, provided however, LFUCG and the Lodge may mutually agree to waive said notice. The Director of Community Corrections or designee shall be notified by the Lodge in writing of any substitutions or replacements of designated persons no less than forty-eight (48) hours before each such change shall take effect. Any active sworn employee of FCDC that utilizes this time will do so on a straight time basis and shall properly document such time as "Union Business" and note "Collective Bargaining" in the comment area.

Section 2. A maximum of three (3) representatives from the Lodge, in addition to the President, shall be granted leave with pay for the purposes of meeting with other LFUCG employees or LFUCG officials to process grievances filed by Members covered by this Agreement and/or to assist in presenting any cases covered by this Agreement in arbitration proceedings. Pay to said representatives shall be on a straight-time basis only. The names of the three (3) representatives shall be designated within thirty (30) days of the execution of this Agreement, and changes to those names shall be provided to the FCDC Director no less than

forty-eight (48) hours before they take effect. The amount of time spent on such activities shall be reported as “Union Business” and note “grievances” in the comment area. No more than one (1) such designated representative shall be eligible for such leave, per grievance meeting.

Section 3. The Lodge may select no more than four (4) representatives in the same week who shall be allowed to attend extraordinary as well as regular sessions of the Kentucky General Assembly without loss in compensation with a combined total of hours not to exceed eighty (80). The amount of time spent on such activities shall be reported as “Union Business” and note “Kentucky General Assembly” in the comment area. The Lodge will submit in writing the names of its representatives to the Director of Community Corrections or designee not later than fourteen (14) days before the time when the expected leave will be taken. The Lodge shall provide written notification to the Director of Community Corrections or designee of any Lodge representative substitution/replacement. The President cannot serve as a representative under this section.

Section 4. The President of the Lodge, when an active sworn employee of FCDC, shall be authorized leave to attend conventions, seminars, meetings, and to handle grievance processing and other business of the Lodge for a period of five hundred (500) hours with pay in each fiscal year (taken in hourly increments). The President may designate any active Member of the Fraternal Order of Police, who is an active sworn employee of FCDC, to use President’s time for Lodge business (taken in hourly increments). The amount of time spent on such activities shall be reported as “Union Business” and note “President’s time” in the comment area. In addition, the President of the Lodge shall be allowed to use accumulated days, annual leave, or holidays. Above referenced leaves, paid or unpaid, must be pre-approved by the Member’s immediate supervisor with forty-eight (48) hours being the standard for notification, however, it

is understood that some time parameters might be shorter on a case-by-case basis. Approval shall not be unreasonably withheld.

Section 5. The FCDC Director shall authorize leave with pay for seven (7) duly elected delegates, who are active sworn employees of the FCDC, to attend the Kentucky State Lodge Board and annual meetings and the biennial National Conference. The amount of time spent on such activities shall be reported as “Union Business” and note either “Kentucky State Lodge Board” or “National Conference” in the comment area.

Section 6. Elected Board Members of the Lodge (that are active sworn employees of FCDC) shall be allowed to attend regular and special board and general Membership meetings during regular work hours without loss in compensation up to six (6) hours per month, provided that forty-eight (48) hours prior supervisory notice is given. The amount time spent on such activities shall be reported as “Union Business” and note “Local Board” in the comment area.

Section 7. LFUCG agrees to provide the Lodge designated space on available bulletin boards upon which the Lodge may post notice of meetings, announcements, or Lodge information. The Lodge further agrees that it will not post any material which would be derogatory to any individual, LFUCG, FCDC, Commonwealth of Kentucky, or which constitutes campaign material for or against any person, organization, or faction thereof. Campaign material does not include announcements or information regarding internal campaign election meetings of the Lodge. All notices of the Lodge will consist of items in good grammar, taste, and shall be signed by the President of the Lodge and/or Secretary of the Lodge and shall be on Lodge letterhead. Copies of any material so posted shall be furnished to the Director of Community Corrections or designee at the time of posting. LFUCG may remove any material which LFUCG determines to be in violation of this Agreement, and the Lodge will be so informed. LFUCG

will determine the quantity, size, and location of all bulletin boards. In addition, LFUCG agrees the Lodge may use electronic mail for the same purpose and in the same manner it uses bulletin boards to distribute Lodge information. The electronic mail must be authored by the President or Vice President and copies of any material so electronically mailed shall likewise be sent to the FCDC Deputy Director for distribution.

Section 8. Any active sworn employee of FCDC that utilizes “Union Business” time under this Article, shall document such time as “Union Business” and specify which category of union business time they are using as noted in each section of this Article. Pay to said representatives using “Union Business” time shall be on a straight-time basis only.

ARTICLE 8

SENIORITY

Section 1. Seniority of a member shall commence on the first date of employment as a LFUCG Division of Community Corrections Officer. No portion of this Agreement shall be applicable to any officer who has not completed his initial probationary period. Seniority of a Sergeant shall commence on the date of promotion to the position of the higher rank. Should a member voluntarily demote, seniority in the lower rank shall include all time served in the higher rank and be considered continuous as seniority in the lower rank.

Section 2. Seniority shall be considered continuous unless the member:

- A.** Is discharged for cause.
- B.** Is laid off for more than two (2) years.
- C.** Fails to return to work within thirty (30) calendar days without just cause after recall subsequent to a lay-off.

- D.** Voluntarily resigns, unless at the sole discretion of LFUCG, a member returns to work within one (1) year after voluntary resignation, his or her seniority shall be deemed continuous, less such time as he or she was not a member of the Division of Community Corrections.

Section 3. Upon request, LFUCG shall annually furnish the Lodge a seniority list based on this Article.

Section 4. Seniority will accrue for a Member on leave as a result of being injured in the line of duty.

ARTICLE 9

ASSIGNMENTS

Section 1. Bureau assignments will be made according to the following parameters:

- A.** Bureau and shift bids will be handled semi-annually. The Lodge will provide a bid sheet to every member by November 1, and May 1. The member must have the bid sheet submitted by November 15, and May 15, to the designated Shift Commander. LFUCG will post the results of the bid process by December 1, and June 1. The new assignment will begin the first full pay period in January, and July. Before the bid is conducted, the Director will announce the number of positions available in each Bureau and any special requirements for any positions concerning gender, experience, or other matters which impact management of the detention center.
- B.** The officer bidding with the most seniority will be assigned excepting exclusions listed below:

1. Unless the Director determines that a vacancy will not be filled, the Division will make bureau assignments to vacancies that occur during periods on a temporary basis for a period of no longer than thirty (30) calendar days or until a special bid process can be arranged or the next bid process occurs, whichever time period is shorter.
 2. Administratively, the seniority rule may have to be modified to prevent an overload of less experienced officers or sergeants on an assignment provided such action is taken with five (5) calendar days notice of the bid results being delivered to the Director. If an incident requiring this unusual action occurs, it will be made right as soon as practical.
 3. The Parties recognize and agree that any Member who has approved vacation leave shall keep the approved vacation leave, despite the changes to the bid process.
- C.** The Director or designee may modify the bid process for a legitimate managerial reason(s) in a specific individual instance(s). Such legitimate managerial reason(s) shall be communicated in writing to that member.
- D.** Regular Days off (R.D.O.'s) - R.D.O.'s for shift personnel will be established by seniority and staffing levels. The Division Director or designee shall establish the male to female ratio needed for each shift. Afterwards, R.D.O's will be established by seniority by shift.
- E.** Unless the Director determines that a vacancy will not be filled, a Sergeant's assignment vacancy occurring after the execution of this Agreement shall be posted for a period of not less than fifteen (15) calendar days in the Division. The

most qualified bidder will be assigned, other than those assignments that have been deemed critical by the Director.

Section 2. All positions other than those in the assignments as prescribed above shall be filled as provided in this section.

- A.** A member applying for a vacancy in a part-time specialized team (i.e., Honor Guard and Emergency Service Unit) will be selected by means of the most qualified bidder. Within sixty (60) calendar days of the final execution of this Agreement a list of qualifications for these positions will be provided to the Lodge. Current assignments to these positions will not be changed until vacancies occur.
- B.** A member applying for appointment as a Field Training Officer (FTO) will be appointed by means of the most qualified bidder as determined by the Director. LFUCG shall within sixty (60) calendar days of the ratification of this Agreement publish the qualifications and standards of performance for FTOs after providing notice to the Lodge. All FTOs shall reapply for their position each calendar year. The Director may remove and replace only those FTOs who have failed to meet the qualifications and standards of performance for FTOs in the previous calendar year.
- C.** A member applying for appointment in the following areas (i.e., Intake, Classification, Master Control, Inmate Services, and Auxiliary Services) will be selected by the means of the most qualified bidder as determined by the Director at the conclusion of the application process. LFUCG shall within sixty (60) calendar days of the ratification of this Agreement, publish the qualifications and

standards of performance for the positions mentioned in this section above. LFUCG may revise these qualifications and standards after providing notice to the Lodge. The application process for all positions mentioned in this section above shall consist of two (2) phases: an objective Training & Experience Evaluation and an oral interview. A panel consisting of the affected bureau manager or designee and three (3) commanders from non-affected areas (the "Transfer Committee") shall select the best candidate considering length of service, experience, education, training, certifications, performance reviews, and disciplinary history. The Training & Experience Evaluation shall be administered by the Transfer Committee using the Promotion & Transfer Form ("Form"), marked Appendix D to this Agreement and incorporated herein by this reference. Applicants shall complete the Form, including all relevant documentation, and deliver the Form to the Transfer Committee by email. The Transfer Committee shall verify the accuracy of each Form and rank the applicants based on their total score from the Training & Experience Evaluation. The top five (5) applicants shall proceed to the oral interview phase. The Transfer Committee shall interview the top five (5) applicants and make a recommendation to the Director for appointment. The Director will choose an applicant from the top five (5) applicants.

- D.** All positions in A, B, or C above shall be conspicuously posted Division-wide for a period of no less than fifteen (15) calendar days.
- E.** The Director or his designee reserves the right to appoint to the following critical division positions without posting the vacancy: Public Information Officer,

Bureau of Professional Standards, Warehouse, Courthouse Processing, and any other critical position as designated by the Director of Community Corrections. A panel consisting of the affected bureau manager or his designee and three (3) commanders from non-affected areas shall (i) review each application for appointment; (ii) select the best candidate considering length of service, experience, education, training, certifications, performance reviews, and disciplinary history; and (iii) make a recommendation to the Director for the appointment.

Section 3. Transfers

A. The transfer of a member is the movement from one position or task assignment to another position or task assignment within the Division. The following may be reasons for transferring a member:

1. A voluntary request;
2. A lack of funding resulting from a loss of federal/state funds;
3. An administrative reorganization;
4. An unforeseen event or condition requiring prompt action;
5. A change in the member's physical or mental condition;
6. The resolution of a grievance or other problem affecting the operational efficiency of a unit or organization;
7. The need for additional personnel at a specific work site;
8. An established pattern of inefficiency in the performance of a role affecting the operation and security of the Division;
9. The best interests of the Division.

- B.** A member shall be notified by the Director of Community Corrections or designee of the intended involuntary transfer by seven (7) calendar days written notice setting forth with specificity the reason for said transfer, unless the Director, in his sole discretion, declares exigent circumstances or a member agrees to waive the seven (7) calendar days notice. A member who suffers a severe hardship as a result of a shift change may, however, request an extension of up to fourteen (14) calendar days from the scheduled date of transfer. Any member subjected to a non-voluntary transfer shall begin earning the pay of the new position at the beginning of the next pay period upon being transferred, whether it is a new assignment or a temporary transfer. This pay shall remain in effect until the non-voluntary transfer is corrected.

Section 4. Trades

- A.** Members may trade regular days off or shifts within their assigned bureau with notification to and approval of the shift commander. Members working different shifts may trade shifts with notification to and approval of the Bureau Commander. The trade must be completed within the same work week and must be submitted in writing with signatures of all members involved not later than two (2) calendar days prior to the trade. Any change of scheduled days off or shifts that necessitates the utilization of overtime will not be permitted.
- B.** Where one member trades with another, each member will be credited as if he or she worked his or her normal work schedule for that shift. Each trade shall be in increments of a full shift. Any member willingly participating in trading regular days off or shift assignments also willingly accepts the responsibility of all

coverage and liability of the other member's mandatory overtime for that day or shift.

- C.** Shift trades may be denied if the Director or his designee determines that training schedules or other departmental functions may be significantly disrupted by a proposed shift trade.
- D.** The LFUCG shall incur no financial burden by a member initiated trade.
- E.** The Parties agree that the shift trades under this procedure comply with state and federal law. In the event of noncompliance, the LFUCG, with input from the Lodge, will adjust this language in a manner that is compliant.
- F.** All trades shall comply with the following rules:
 - 1. A Member may trade regular days off or shifts no more than three (3) days in a calendar month.
 - 2. A Member may trade regular days off or shifts no more than twelve (12) times in a calendar year.
 - 3. All trades shall be between two (2) Members in active status (no three-way trades).

ARTICLE 10

PROMOTIONAL VACANCIES

Section 1. A vacancy shall be deemed to exist when a position in the Division is vacant due to demotion, termination, death, resignation, retirement, promotion or creation of a new position. If it is determined that a position shall not be filled, LFUCG shall provide written notice to the Lodge within thirty (30) calendar days after a vacancy occurs. If written notice is

not given LFUCG shall take all necessary action to fill a vacancy within ninety (90) calendar days.

Section 2. The Director shall notify the Lodge of intent to promote within thirty (30) calendar days after a vacancy occurs. The vacancy shall be filled within ninety (90) calendar days of the Director's notice of intent to promote.

Section 3.

- A.** Applicants for the position of sergeant shall have at least four (4) years of satisfactory (No disciplinary action higher than a written reprimand in the last calendar year) active service as an officer on the filing deadline date. Applicants must not have discipline for attendance the past two (2) years. Applicants must be current in all mandatory classes, training or criteria both on the date of application and on the date of promotion.
- B.** An applicant for the position of lieutenant must have completed two (2) years of satisfactory (No disciplinary action higher than a written reprimand in the last calendar year) active service in the grade of sergeant on the filing deadline date. Applicants must not have discipline for attendance for the past two (2) years. Applicants must be current in all mandatory classes, training or criteria both on the date of application and on the date of promotion.

Section 4.

- A.** Promotions to the position of sergeant shall consist of three (3) phases: an objective written examination, an objective Training & Experience Evaluation, and an oral interview. Points given for the final oral interview shall be determined by standardization. The criteria to be used for the standardization shall be

provided in writing to the Lodge within thirty (30) calendar days of the ratification of this Agreement. Each shall be weighted equally. The aggregate score for promotional purposes shall be the total of the three (3) scores.

The written examination shall be administered by the Division of Human Resources, its designee, or a third party consultant hired through the Division of Human Resources. All applicants shall only be identified by number on the written examination and a passing score must be obtained in order to proceed. A passing score shall be 70%.

A complete listing of the scores from the written examination shall be completed and posted within five (5) calendar days following the receipt of the test results by the Director. Challenges to test questions shall be made within three (3) calendar days of the testing. The Division of Human Resources shall respond to any challenges within five (5) calendar days of receipt. Final scores shall be posted within seven (7) calendar days of the examination. All candidates who receive a passing score on the written examination shall proceed to the Training & Experience Evaluation and the oral interview.

The Training & Experience Evaluation shall be administered by the Division of Human Resources using the Promotion & Transfer Form ("Form"), marked Appendix D to this Agreement and incorporated herein by this reference. Applicants shall complete the Form, including all relevant documentation, and

deliver the Form to the Director or his designee. The Division of Human Resources shall verify the accuracy of each Form and rank the applicants based on their total score from the Training & Experience Evaluation. All applicants shall only be identified by number after the Training & Experience Evaluation.

A complete listing of the scores from the Training & Experience Evaluation shall be completed and posted within five (5) calendar days following the completion of the evaluation.

- B.** Promotions to the position of lieutenant shall also consist of three (3) phases: an objective written examination, an objective Training and Experience Evaluation, and an oral interview. The Training & Experience Evaluation shall be administered by the Division of Human Resources using the Promotion & Transfer Form ("Form"), marked Appendix D to this Agreement and incorporated herein by this reference. Points given for the final oral interview shall be determined by standardization. The criteria to be used for the standardization shall be provided in writing to the Lodge within thirty (30) calendar days of the ratification of this agreement. Each shall be weighted equally. The aggregate score for promotional purposes shall be the total of the three (3) scores. All candidates that receive a passing score on the written examination shall proceed to the Training & Experience Evaluation and the oral interview.

Section 5. Members of the Oral Interview Board shall be the same for all applicants for any one rank. Each candidate shall be independently ranked by each rater.

The Oral Board shall consist of the following members:

- A. The Director of Community Corrections or a Bureau Manager or designee.
- B. A Captain from the area where the vacancy exists.
- C. A member from the Kentucky State Department of Corrections of higher rank.
- D. A professional with experience in business, education, or government.
- E. A member of the Fraternal Order of Police not in Lodge #83.

Materials important to the oral interview phase include Division of Community Corrections Operational Orders, policies, rules, regulations, Standard Operating Procedures, training bulletins, and government regulations that are applicable to the job.

The Director of Human Resources or his designee and a Lodge representative shall be present during the interview process. The LFUCG Director of Human Resources or his designee shall post the oral interview scores no later than ten (10) calendar days following the completion of interviews.

Section 6. The Director of Human Resources or his designee shall compile a composite score of the written examination, Training & Experience Evaluation, and oral interview. The composite score shall be the only score used to rank candidates for promotion from the official eligibility promotion list. Upon posting of this final list, the candidates shall be listed by name. Should the composite score of any candidates be equal, seniority shall prevail.

Section 7. A promotional vacancy in the ranks of sergeant and lieutenant shall be filled by one of the eligible candidates by the Director, who shall choose one of the top 5 candidates on the list. The Director, at his discretion, may interview the candidates. The Director's recommendation for promotion shall be forwarded through the appropriate channels.

Section 8. The final eligibility list of applicants for promotion to sergeant and lieutenant shall remain in effect for one (1) year unless abolished by the Director.

Section 9. Any and all documents utilized during the promotional process, which are not protected from disclosure by law, shall be open to inspection by the designated Lodge Counsel upon reasonable advance notice.

ARTICLE 11

GRIEVANCE PROCEDURE

Section 1. A grievance is a difference or dispute between a member and LFUCG regarding the meaning, interpretation or application of the express terms of this Agreement or a disciplinary action. The purpose of this grievance procedure is to settle all grievances as quickly as possible to ensure efficiency and promote employee morale. Discipline greater than or equal to a written reprimand shall be grievable. All grievances must be signed (written or electronic) by a Member who believes he or she has suffered as a result of the violation of the terms of this Agreement. Grievances of discipline shall begin at Step 3 (Human Resources) of this procedure as provided in Article 14. For non-grievable disciplines a letter of disagreement may be filed by the Lodge with LFUCG and placed in the employee's file within thirty (30) calendar days from the date of the disciplinary action. A grievance is presented when it is written on the form attached as Appendix C and delivered to the designated Bureau Manager by an official representative of the Lodge. Any dispute concerning the interpretation or application of an express provision of this agreement shall be subject exclusively to this grievance procedure. Only the Lodge may file a grievance as the representative of any member(s) of the bargaining unit.

Section 2. One (1) paid Lodge representative and the named grievant may attend the grievance meetings. The attorney for the grievant may attend, but at no time shall the number of Lodge representatives, including the grievant exceed three (3). Unless otherwise specified, all

time limits specified herein shall be calendar days. The following rules for the presentation and solution of grievances are prescribed:

Step 1 - Bureau Manager (Major): The grievance shall, within ten (10) calendar days of the grieved event, be presented to his or her Bureau Manager (Major) or the designated commander by personal delivery with a signature acknowledging receipt, who shall meet and discuss the grievance with the Lodge Representative within ten (10) calendar days after the date presented. The Bureau Manager (Major) or the designated commander shall give a written answer documenting the result of the meeting to the Lodge Representative within ten (10) calendar days following the meeting. If the Lodge fails to file a grievance within ten (10) calendar days the event may not be grieved. This 10-day timeline will begin when the LFUCG's written response is signed and delivered to the FOP President, the Chief Union Steward, or the grievant. If the Bureau Manager fails to schedule a meeting within ten (10) calendar days or fails to issue a written response within ten (10) calendar days of the meeting, the grievance shall be considered satisfied in favor of the grievant. If LFUCG has not scheduled a meeting or fails to issue a written response within ten (10) calendar days, the Lodge shall serve written and personal notification to the Director of Community Corrections, or their designee, and the individual responsible for responding to that Step after the deadline expires affording LFUCG an additional seventy-two (72) hours to deliver its answer. If LFUCG does not schedule a meeting or answer the grievance within the specified time limits or any extension hereof, and after the grace period notice, the grievance shall be satisfied in favor of the grievant.

Step 2 - Director of Community Corrections: If the Lodge is not satisfied with the answer obtained in Step 1, the Lodge Representative may appeal in writing within ten (10) calendar days to the Director of Community Corrections or his designee. The appeal must be presented by personal delivery to the Director of Community Corrections or his designee with a signature acknowledging receipt. The Director of Community Corrections or his designee shall arrange for a meeting within ten (10) calendar days and shall respond in writing to the Lodge representative within ten (10) calendar days of the meeting. If the Lodge fails to file an appeal within ten (10) calendar days the event may not be grieved. This 10-day timeline will begin when the LFUCG's written response is signed and delivered to the FOP President, the Chief Union Steward, or the grievant. If the Director fails to schedule a meeting within ten (10) calendar days or fails to issue a written response within ten (10) calendar days of the meeting the grievance shall be considered satisfied in favor of the grievant, unless the parties agree otherwise or mutually agree to mediation. If LFUCG has not scheduled a meeting or fails to issue a written response within in ten (10) calendar days, the Lodge shall serve written and personal notification to the Director of Community Corrections, or their designee, and the individual responsible for responding to that Step after the deadline expires affording LFUCG an additional seventy-two (72) hours to deliver its answer. If LFUCG does not schedule a meeting or answer the grievance within the specified time limits or any extension hereof, and after the grace period notice, the grievance shall be satisfied in favor of the grievant.

Step 3 - Director of Human Resources: If a mutually satisfactory settlement cannot be reached at Step 2 within ten (10) calendar days from the receipt of the written response from the Director or his designee, the Lodge representative and or legal counsel shall present the grievance in writing to the Director of Human Resources. The grievance must be presented by delivery to the Director of Human Resources. The Director of Human Resources may meet and discuss the grievance with the Director of Community Corrections or his designee and the grievant. The Director of Human Resources or his designee shall make a determination in writing within thirty (30) calendar days from the date of receipt of the grievance. If the Lodge fails to present the grievance within ten (10) calendar days the appeal to the Director of Human Resources shall be deemed waived. This 10-day timeline will begin when the LFUCG's written response is signed and delivered to the FOP President, the Chief Union Steward, or the grievant. If the Director of Human Resources fails to issue a determination in writing within thirty (30) calendar days of the presentation of the grievance the grievance shall be considered satisfied in favor of the grievant. If LFUCG has not scheduled a meeting or fails to issue a written response within thirty (30) calendar days, the Lodge shall serve written and personal notification to the Director of Community Corrections, or their designee, and the individual responsible for responding to that Step after the deadline expires affording LFUCG an additional seventy-two (72) hours to deliver its answer. If LFUCG does not answer a grievance within the specified time limits or any extension hereof, and after the grace period notice, the grievance shall be satisfied in favor of the grievant.

Step 4 - Advisory Arbitration:

- (a) If the Lodge is not satisfied with the answer obtained in Step 3, it may, within ten (10) calendar days after receipt of the Step 3 answer, seek arbitration by notifying LFUCG in writing of its intent to proceed to advisory arbitration. A panel of seven (7) names from the Federal Mediation and Conciliation Service (FMCS), Kentucky Department of Labor or the American Arbitration Association (AAA) shall be requested by the Lodge, with notice to LFUCG, within seventy five (75) calendar days of the notification date. Failure to do so shall result in the grievance being denied.
- (b) An arbitrator shall be selected by the Lodge and LFUCG by alternately striking a name from the panel submitted by the Kentucky Department of Labor, the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) with the side striking first determined alternately. The parties shall meet for the purpose of striking names from the panel within fourteen (14) calendar days of receipt by both parties of the panel from which an arbitrator is to be selected. After an arbitrator is selected, both parties shall use their best efforts to schedule a hearing within a reasonable time.
- (c) The expenses, wages and other compensation of any witness called before the arbitrator shall be borne by the party calling such witnesses, and expenses such as wages of participants, preparation of briefs and data to

be presented to the arbitrator shall be borne by the party incurring the expenses.

- (d) The arbitrator's fee and expenses and cost of any hearing room shall be shared equally by each party.
- (e) The powers of the arbitrator are limited as follows: The arbitrator shall have no jurisdictional right to alter, amend, modify, disregard, add to or subtract from or change in any way any term or condition of this Agreement or to render an award which is in conflict with any provision of this Agreement. The arbitrator shall consider only the specific issue or issues submitted to him and shall confine his decision to a determination of the facts and an interpretation and application of this Agreement. If either party decides not to represent itself during the Arbitration, that party shall bear all cancellation costs.
- (f) The decision and/or the award of the arbitrator shall be Advisory.

Section 3. If a grievance is not presented within the time limits set forth in this article, the grievance shall be considered resolved according to the most recent grievance response and dismissed. If a grievance is not appealed to the next Step within the specified time limit or any extension thereof, it shall be settled on the basis of LFUCG's last answer. If LFUCG has not scheduled a meeting or fails to issue a written response on or before the expiration date, the Lodge shall serve written and personal notification to the Director of Community Corrections, or their designee, and the individual responsible for responding to that Step after the deadline expires affording LFUCG an additional seventy-two (72) hours to deliver its answer. If LFUCG does not schedule a meeting or answer the grievance within the specified time limits or

any extension hereof, and after the grace period notice, the grievance shall be satisfied in favor of the grievant. LFUCG shall file a written answer to the grievance or appeal thereof within the time limits set forth herein. The time limits in each Step may be extended by mutual written agreement of LFUCG and the Lodge representative involved in each Step. It is agreed that grievance settlements reached at the first or second steps are not precedent setting to either party.

Section 4. The Parties may deliver all grievances, notices, correspondence, and other documents referenced in this Article by electronic mail, so long as the sender procures a delivery receipt. The Executive Board, Lodge Counsel, or the named grievant(s), if any, may deliver all grievances, notices, correspondence, and other documents referenced in this Article.

Section 5. The procedure contained in this article is the sole and exclusive means of resolving all disciplinary actions and/or grievances arising under this Collective Bargaining Agreement.

Section 6. LFUCG and its representatives agree that it shall not attempt to bring about a settlement directly with a bargaining unit member on any grievance referred to the Lodge after it has received notice from the Lodge that it shall be representing the bargaining unit member.

ARTICLE 12

DIVISION ORDERS AND STANDARD OPERATING PROCEDURES

Section 1. LFUCG has the right to promulgate rules and regulations, including disciplining members, not inconsistent with the express provisions of this Agreement.

Section 2. No changes in Operational Orders, policies, rules, regulations, Standard Operating Procedures, and the like of the Division of Community Corrections shall be effective

until they have been emailed to employees and the Lodge at least fourteen (14) calendar days prior to the effective date subject to the terms of Article 3.

Section 3. A member shall be bound by any change in Operational Orders, policies, rules, regulations, Standard Operating Procedures, and the like, upon the effective date, after notice, as outlined above.

Section 4. Prior to implementing any new work rules, policies, procedures, or standard operating procedures LFUCG shall notify Lodge at least fourteen (14) calendar days in advance of the effective date. If Lodge requests to meet over such a change within that notice period, LFUCG and Lodge shall meet to discuss the proposed changes. Neither Lodge's agreement nor impasse is required before implementing any change provided LFUCG complies with this section.

Section 5. The Division shall provide all Members access to all current Operational Orders, policies, rules, regulations, Standard Operating Procedures, and the like, including providing an updated master copy for members to review during off-duty hours. The master copy may not be removed from the premises.

ARTICLE 13

HEALTH AND SAFETY

Section 1. The Division shall take precautions to safeguard the health and safety of members during their hours of work and maintain standards of safety and sanitation, and the Lodge and all members shall cooperate in all matters concerning health and safety.

Section 2. No member shall be required to work in excess of sixteen (16) hours consecutively (excluding drive time), provided however, a member may waive this section. When a Member is scheduled for a detail, training, or pre-planned event outside of his or her

regularly scheduled tour of duty, LFUCG shall provide five (5) calendar days prior notice. This section shall not apply in exigent circumstances as determined by the Director.

Section 3. The Division shall make available on a twenty-four (24) hour basis for use as necessary the following equipment: Bio hazard kit items, OC canisters, and all necessary equipment and supplies for sanitizing Division equipment. Operational facility weapons for members authorized to use same shall be made available on a twenty-four (24) hour basis. A member shall be permitted to obtain said equipment with the permission of the Member's commanding officer. All staff shall be provided with OSHA required Personal Protective Equipment.

Section 4. Members may be required to submit to a physical examination once every two (2) years consisting of job related tests/examinations or as necessary to determine physical fitness for duty. The standard for physical fitness shall be the LFUCG approved position description for each position. Results concerning any fitness for duty issues shall be submitted and disclosed pursuant to Article 15 of this Agreement. Members who are using FMLA leave or who currently have a disability that is being accommodated should bring those issues to the physician's attention. A member may elect to have the biennial physical examination performed by his/her primary care physician, with the stipulation that the primary care physician can perform all required tests, with a maximum reimbursement to the member of thirty-five dollars (\$35.00).

ARTICLE 14

DISCIPLINARY PROCEDURES

Section 1. It is agreed that LFUCG has a right to discipline members only for just cause. The disciplinary code that shall be used as a guideline for this Article shall be the current

published disciplinary code for all LFUCG employees as found in the Employee Handbook. This code is subject to amendment and/or change. A copy of the current code is appended to this contract as Appendix A.

Section 2. Discipline of members includes oral warning, written reprimand, suspension, or dismissal. Coaching and counseling sessions are not disciplinary actions and will be placed in the member's training file and not in the member's disciplinary file.

Section 3. LFUCG shall not take any disciplinary action against any member for any non criminal act or violation after the expiration of a sixty (60) calendar day period from the date on which such violation or act occurred, unless it can be shown that LFUCG was not aware that a violation or act occurred or the matter is the subject of an open investigation. Once an investigation is completed, LFUCG shall issue proposed discipline within an additional sixty (60) calendar days of the completion of the investigation.

Section 4. Disciplinary actions of suspension or dismissal shall be initiated by the delivery of proposed disciplinary action to a member. LFUCG shall also deliver a copy of the proposed disciplinary action to the President of the Lodge. Failure to do so shall not result in overturning discipline. However, the time limitations in this section shall not run until the President receives a copy of the proposed action. After delivery of the proposed discipline, the Director or his designee shall meet with the member and, if requested, a Lodge representative. The member has five (5) calendar days to schedule a meeting with the Director or his designee, and the Director or his designee will set a meeting with the member within 10 calendar days. If the member fails to schedule a meeting within the five (5) days, the matter shall be resolved and the proposed discipline will become final and not subject to any additional appeal. At the meeting the member shall be advised of the level of discipline proposed to be issued. The

member and/or the Lodge representative shall be given the opportunity to present the member's side of the matter and any materials relating to the violation he wants the Director to consider prior to issuing discipline. If the member does not attend the meeting with the Director, discipline shall be issued and shall be final and not subject to any additional appeal and no further written determination is required to be provided by LFUCG. If the member attends such meeting, the Director or his designee shall provide the Member with a final post-meeting determination of the discipline to be levied in writing within ten (10) calendar days.

Section 5. Disciplinary Action

- A.** LFUCG shall issue the disciplinary action by sending a written copy of the disciplinary action via email to Member's work email and delivering a copy of the disciplinary action to the President of the Lodge by email. The date the email is sent shall be considered the date that the discipline was received by the Member, unless the Member is away from work on their RDOs or approved leave; in which case, the date the Member returns to work shall be considered the date that the discipline was received by the Member. In the event the Member is away from work on disability, FMLA, military, or any other long-term leave, suspended, or cannot access his or her work email for any other reason, LFUCG shall issue the disciplinary action by sending a written copy via certified mail to the Member's last provided mailing address of record. LFUCG shall still deliver a copy of the disciplinary action to the President by email. Five calendar days after the date postmarked shall be considered the date that the discipline was received.
- B.** Upon receipt of the discipline by the member, the grievance and arbitration procedure set forth in Article 11 (Grievance Procedure) may be invoked by the

Lodge. The grievance shall begin at the level of the Human Resources Director (Step 3 of the Grievance Procedure) and shall proceed as provided in Article 11.

- C. Members shall not accrue vacation or sick leave while serving a suspension, according to LFUCG policy.
- D. Members shall not be scheduled for extra shifts or otherwise eligible to work overtime during a pay period during which a Member serves a suspension.

Section 6. Coaching and counseling sessions shall be retained in the Member's training file indefinitely. Upon written request by the Member, oral warnings shall be removed from the Member's personnel file twelve (12) months from the date of entry, unless the Member has received intervening related discipline. Upon written request by the Member, written reprimands shall be removed from the Member's personnel file twenty-four (24) months from the date of entry, unless the Member has received intervening related discipline. Upon written request by the Member, suspensions shall be removed from the member's record thirty-six (36) months from the date of the entry, unless the Member has received intervening discipline.

Section 7. Any Member charged with or under indictment for a crime who is not yet disciplined or discharged by the LFUCG may be placed on leave of absence without pay until resolution of the court proceedings. A Member may use accrued but unused vacation or holiday time during the leave. In the event that a Member is placed on unpaid leave while his or her criminal case is pending, upon conviction of any crime, the Member shall remain on unpaid leave pending the resolution of a related disciplinary action. However, this provision shall not prevent an award of backpay and benefits from the initial date of unpaid leave in the resolution of the disciplinary action. A Member found guilty by the trial court of a felony, violent misdemeanor, or crime involving sexual deviance may be summarily discharged at the Director's

discretion, and shall have no recourse through the grievance or arbitration procedures. Where the Member is found not guilty of the charges, the Member may be subject to discipline pursuant to the terms of this Article.

Section 8. Lodge Representation.

A. A Member shall have the right to have a Lodge Representative present when all of the following conditions exist:

1. A Member is questioned by a supervisor in connection with an investigation about an incident or complaint; and,
2. A Member reasonably believes that the incident or complaint under investigation may result in discipline of the Member, or if the Member has been served with recommended discipline charges; and,
3. A member requests representation.

B. The Member's right to Lodge representation shall include a supervisor's requests for a written statement in connection with an investigation of an incident or complaint (this does not include incident reports related to the restriction of inmate rights) and the Member reasonably believes that the incident or complaint under investigation may result in discipline of the Member. A Member may be required to submit a written report or statement no earlier than the end of the Member's next tour of duty.

C. The Lodge agrees to have a Lodge representative available for all shifts, twenty-four (24) hours a day to provide representation to Members without unreasonable delay. The Lodge shall provide a list to the Director, or designee, a week prior to each RDO switch, of Lodge representatives available during each shift.

D. LFUCG does not need to delay an interview or written statement so a Member can have their preferred Lodge Representative, as long as a qualified Lodge Representative is available and present.

E. For all purposes in this Article, "Lodge Representative" shall mean a designated Member of the Lodge or FOP attorney representing the Member as appropriate.

ARTICLE 15

PERSONNEL FILES

Section 1. Personnel files and any other employee files and records are the sole responsibility of the LFUCG.

Section 2. LFUCG's responsibilities for employee files include upkeep, retention, and production. Purging of files, including disciplinary actions pursuant to Article 14 of this Agreement, shall be completed by LFUCG.

Section 3. LFUCG shall maintain employee confidentiality to the full extent permitted by law and access to a member's personnel records shall be restricted to the following:

- A. Member who is the subject of the file or authorized (in writing) representative may review their own records upon request.
- B. Member's supervisor.
- C. Director and/or designee.
- D. Director of Division of Human Resources and/or designee.
- E. Member of the Department of Law.

Section 4. No file, record or content therein of which a member has not been previously advised shall be utilized against the member for matters of discipline. A Member may submit written documentation for his/her official personnel file that refutes or explains any

item in the Member's file. The documentation shall not contain any inflammatory or derogatory statements.

Section 5. LFUCG shall follow retention schedules for employee files that comply with applicable laws and regulations. In the event a subpoena or Open Records Request is served on LFUCG, it shall immediately notify the member and/or the Lodge.

Section 6. Any Member may obtain a complete copy of his/her personnel file at his/her cost without the use of the Open Records Act. The member shall also have access to any electronic files. Except during an open investigation, no file shall be maintained about a member without his knowledge.

ARTICLE 16

RESIDENCY

No member shall be required to live in Lexington/Fayette County.

ARTICLE 17

MILITARY LEAVES

LFUCG shall provide military leave according to state and federal law.

ARTICLE 18

LEGAL PROTECTION

Section 1. LFUCG shall provide for the defense of a Member in any legal action filed against the member arising out of an act or omission occurring within the scope of his employment. A Member shall be represented by the Department of Law, private counsel employed through the Department of Law, or represented by separate private counsel at his own expense, with the prior written approval of the Department of Law, when a claim is made against

him as an individual for money damages, for personal injury, or property damages resulting from the good faith performance of his official duties, whether suit may or may not be pending on the claim at that time, even if the claim arises from acts performed by the Member prior to the effective date of this Agreement, and even if the claim is not presented until the Member has left the position currently held.

Section 2. If a settlement of a claim is made or a judgment is rendered against a Member and that Member was either represented by the Department of Law, private counsel employed through the Department of Law or represented by separate private counsel at his own expense, with the prior written approval of the Department of Law, that settlement or judgment shall be paid by LFUCG in accordance with the procedures, discretion, and determination vested in the Department of Law. Provided, however, LFUCG's responsibility under this Agreement to indemnify a Member shall not include any duty to pay punitive damages.

Section 3. Upon receiving service of a summons and complaint in any action in tort brought against him or a notice of a claim to be made, a Member shall, within five (5) calendar days of receipt give written notice of such action, including a copy of the summons and complaint, to the Department of Law.

Section 4. LFUCG may refuse to pay a judgment or settlement in any action against a Member, or if LFUCG pays any claim or judgment against any Member pursuant to Section 2 of this Article, it may recover from such Member the amount of such payment and the costs to defend if it determines that:

- A. The Member acted or failed to act because of fraud, malice, or corruption; or
- B. The action was outside the actual or apparent scope of his employment; or
- C. The Member was willfully negligent or malicious; or

- D.** The Member willfully failed or refused to assist the defense of the cause of action, including the failure to give notice to LFUCG pursuant to Section 3 of this Article; or
- E.** The Member compromised or settled the claim without the approval of LFUCG; or
- F.** The Member obtained private counsel without the consent of the Department of Law, in which case, LFUCG may also refuse to pay any legal fees incurred by the Member.

Section 5. No provision of this Article shall in any way be construed to abrogate the defense of sovereign immunity, official immunity, or governmental immunity.

ARTICLE 19

COURT-RELATED PAY

Section 1. In the event that an active member is required to appear to testify in Court or in a legislative or administrative proceeding outside of his regularly scheduled work hours, he shall be paid a minimum of two (2) hours at the rate of 1 and 1/2 times his regular hourly rate of pay, or for the actual time spent for such appearance at the rate of 1 and 1/2 times his regular hourly rate of pay if more than two (2) hours.

Section 2. In order to claim pay under Section 1, of this Article, the Member must document that he was testifying as to matters involving his employment with LFUCG. Such pay is not available when testifying about matters related to off-duty employment or other non-work related matters.

Section 3. A Member shall be granted leave with pay, not to exceed three (3) calendar months in any one (1) calendar year, in order to serve on a duly impaneled jury of any

court. When on jury duty, the Member must report for work if he is excused by the court for part of the day or for one (1) or more full days. When the jury duty is over, the Member must submit a copy of his jury duty check stubs to his supervisor who shall forward the information to the payroll coordinator for verification that the Member served on jury duty for the number of days of leave that the Member was granted.

ARTICLE 20

OVERTIME

Section 1. A workday shall consist of eight (8) hours. A regular work week shall be forty (40) hours in any calendar week. Members shall be paid overtime at the rate of one and one-half (1/2) times their regular rate of pay for all hours worked in excess of forty (40) hours in any calendar week.

Section 2. Members are scheduled in advance to work a forty (40) hour schedule. The Division may modify schedules within a scheduled work week in order to respond to disasters, emergencies, declared by the Director, to achieve specific law enforcement objectives, or as otherwise necessary to assure adequate staffing levels. Nothing herein shall preclude the Division from granting a member's request for a schedule change.

Section 3. Overtime earned shall be reported and paid in six (6) minute increments.

Section 4. The Division shall not change a member's scheduled R.D.O.'s unless three (3) calendar days notice is given. Provided, however, this three (3) calendar days notice shall not have to be given if the Director, in his sole discretion, declares an exigent circumstance or a member agrees to waive the notice.

Section 5. All members covered under this agreement shall have the right to work overtime in not only the member's current bureau assignment, but shall also have the right to

work any other bureaus of the facility for which they are qualified. There shall be no pyramiding of overtime. Thus, if two or more overtime pay provisions are applicable to the same hours of work, only the applicable provisions yielding the largest amount shall satisfy the requirements of all other pay provisions.

Section 6. Overpayment

If a member is inadvertently overpaid his salary, the LFUCG shall collect the overpayment by deducting the amount of the overpayment from future paychecks, after notice to and opportunity to be heard by the member. If it is determined that the overpayment was not justified, the LFUCG shall use the following formula to collect the amount due: the total amount of the overpayment shall be divided by the number of pay periods during which the mistake(s) occurred. The quotient shall be deducted from the subsequent paychecks until the overpayment is satisfied. If the member separated from service, any remaining owed amount shall be deducted from any payout due the member upon separation. If the payout is insufficient to cover the remaining amount, the member shall immediately pay LFUCG the difference. If a member is inadvertently underpaid his salary, the LFUCG shall correct the mistake in the next paycheck.

Section 7. In those areas where members have scheduled R.D.O.'s, the day for mandatory overtime shall be the second day after the return from the R.D.O.; the day for secondary overtime shall be the fourth day after the return from R.D.O. Once mandatory primary and secondary lists have been exhausted (i.e. the member has served or been excused) any request for subsequent call back duty if needed shall be the third day after the return from RDO.

ARTICLE 21

THIS ARTICLE WAS INTENTIONALLY LEFT BLANK

ARTICLE 22

PAID AND UNPAID LEAVES

I. VACATION AND HOLIDAY LEAVE

Section 1. Annual Vacation/Holidays

Effective upon ratification of this Agreement by the LFUCG, full-time members are eligible to receive annual vacation/holiday time with pay as provided in the schedule set forth below:

Vacation

<u>Years of service</u>	<u>Monthly Leave Earned</u>
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1 through 10 years	10 hours / month
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10 years or higher	14 hours / month
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Holidays (8 hours/day)

For the full term of the contract

New Years Day
Martin Luther King Jr.'s Birthday
Presidents Day
Memorial Day
Juneteenth
Independence Day

Labor Day
Veterans Day
Thanksgiving Day (Thursday and Friday)
Christmas Eve Day
Christmas Day

In addition, at the beginning of each fiscal year, each employee shall be granted sixteen (16) hours of swing holiday leave, which may be taken at any time during the fiscal year in accordance with the requirements of this Agreement.

A. The following is the agreed process for requesting vacation or holiday leave time for forty (40) consecutive hours or more:

1. Members shall request vacation or holiday leave semi-annually beginning December 1 and June 1.
2. Once Staff has been made aware of the bidding results on December 1 and June 1, all staff members will email leave requests to a designated shift commander for a period of two weeks. Commanders shall meet with members beginning December 16 according to seniority to schedule leave time in increments of one (1) week (40 hours) or more for the period from January 1 until July 15. Commanders shall meet with members beginning on June 16 according to seniority to schedule leave time in increments of one (1) week (40 hours) or more for the period from July 1 until January 15.
3. Management will assign by seniority and availability. Once approved there will be no bumping by seniority.
4. Members may only apply for leave time they have already accrued in their leave bank.
5. Once accumulated, officers may request additional leave time accrued throughout the year. Such time shall be granted based on availability.

6. Management reserves the right under Article 3 to adjust or change vacations schedules due to extreme and exigent circumstances.

B. Leave usage of less than forty (40) consecutive hours shall be allowed as follows:

The employees request shall be granted/denied based on availability. Members must give at least 24 hours advance notice for all leave requests of less than one week (40 hours). A supervisor shall not deny said request if adequate personnel are scheduled to work their requested time frame at the time the leave request is made. All leave requested must be within the current six (6) month bid period. Members may only apply for leave they have already accrued in their leave bank. If a Member had a leave request granted from another shift or area, those dates must be available on the calendar in the new shift or area before the requested vacation dates will be granted for the new shift or area. If the dates are not available in the new shift or area, the Member's leave request which was granted from another shift or area will be revoked and denied.

During local blood shortages, and with the approval from the Director, a Member may request up to four (4) hours of leave with pay to donate blood during regular work hours at any licensed blood center certified by the Food and Drug Administration. A Member requesting leave shall obtain approval from his Bureau Manager or his designee prior to approval prior to the donation and must submit verification of blood donation or deferral upon return to work. There is no limitation on the number of times a Member may donate other than that imposed by the blood donation centers usually no more than six (6) times per year.

The Bureau Manager, or his designee, may authorize up to four (4) hours of personal leave with pay annually to participate in community projects that are not directly work related. This time will be deducted from the employee's accrued but unused personal leave. Community projects leave time cannot be accumulated or paid out at retirement or termination.

- C. Pre-approved vacation or holiday requests shall be granted if a Member is transferred out of their area or shift involuntarily.
- D. Annual vacation/holiday accrual is cumulative to the extent set forth herein. Accrued annual vacation/holiday leave cannot exceed four hundred (400) hours and any vacation/holiday leave in excess of this amount must be taken by December 31 of any calendar year. Upon separation of service (i.e. retirement, termination, resignation), a Member shall be entitled to receive reimbursement for accrued annual vacation/holiday. Payment for vacation/holiday shall be based on the Member's regular rate of pay.

Section 2. All officers who work a regular shift on Thanksgiving Day, Christmas Eve, or Christmas Day shall receive a lump sum payment of One Hundred Fifty Dollars and Zero Cents (\$150.00) for each regular shift. All officers who work an additional shift on Thanksgiving Day, Christmas Eve, or Christmas Day shall receive another lump sum payment of Seventy-Five Dollars and Zero Cents (\$75.00) for each additional shift. All sergeants who work a regular shift on Thanksgiving Day, Christmas Eve, or Christmas Day shall receive a lump sum payment of One Hundred Seventy-Five Dollars and Zero Cents (\$175.00) for each regular shift. All sergeants who work an additional shift on Thanksgiving Day, Christmas Eve, or Christmas Day shall receive another lump sum payment of One Hundred Dollars and Zero Cents (\$100.00) for

each additional shift. The foregoing payments shall not affect the regular and overtime compensation described in Article 20 (Overtime) and Article 30 (Salary Schedule) of this Agreement.

Section 3. Members assigned to work Thanksgiving Day, Christmas Eve and Christmas Day shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay.

Section 4. Vacation and holiday leave may be taken in six (6) minute increments, consistent with the KRONOS system, so long as the total leave equals or exceeds four (4) hours per day. If the requested leave does not equal or exceed four (4) hours per day, then a Member shall secure approval from his Bureau Manager.

Section 5. If the LFUCG deducts leave usage from a members leave bank, and the member is entitled to have that leave restored, the LFUCG shall restore the leave within two pay periods of the decision to restore.

II. LEAVE OF ABSENCE WITHOUT PAY

Leave of absence may be granted to maintain continuity of service in instances where unusual and unavoidable circumstances require a member's absence. Leaves are granted on the assumption that the Member will be available to return to regular employment when the conditions necessitating the leave permit.

The duration of each leave will depend upon each circumstance and the recommendation and approval of the Director of Community Corrections, but shall not exceed one-hundred and eighty (180) calendar days. This leave cannot be used in increments of less than five (5) consecutive days and will not be granted to any employee on more than three separate occasions during any calendar year. [Example: If an employee is granted 10 days, returns to work and is later granted 5 days, and returns to work and is later granted 8 days, the employee will not be

granted any more unpaid leave during the calendar year.] The leave of absence is considered a privilege. Granting of leaves of absence will be administered with utmost discretion, taking into account the Member's service record and the circumstances necessitating the request. Intended period of absence from work must be indicated.

Never will a leave of absence be authorized to permit a member to engage in gainful employment other than mandatory military service. When the need to be absent is known, the Member will be expected to advise the Director of Community Corrections in writing at the earliest possible time. Absence without reason may result in disciplinary action. The giving of false reasons for an absence shall result in disciplinary action. Leaves of absence will not interrupt service time. The member shall be returned to the same or equal employment, unless circumstances of the agency have so changed as to make it impossible or unreasonable to do so. Leave of absence shall be without pay and benefit accrual, other than for military leave. A condition precedent to a request for a leave of absence requires a Member to have exhausted all vacation, holiday, and approved sick leave benefits.

III. SICK LEAVE

Section 1. Sick leave with pay shall be granted to a Member when he is unable to perform his duties because of his sickness or injury or that of an immediate family member. The immediate family member for the purpose of this section shall include parents, spouse, children, and domestic partners (as defined by City policy). Sick leave may be taken in six (6) minute increments.

Section 2. A Member who is unable to report for duty because of illness, injury, prescribed medication or treatment shall immediately notify the on-duty commanding officer. This notification should be made at least one (1) hour prior to the scheduled reporting time.

Section 3. Medical Statement

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 only for the purposes stated in this Policy. Any abuse of sick leave, including falsification of sick leave records in violation of policies established by LFUCG or any patterned use of sick leave shall be sufficient cause for discipline. A regularly scheduled course of medical treatment for the Member pre-approved by the LFUCG which is verified by a physician and which cannot be scheduled outside of regular working hours shall not be deemed a "patterned use." Application by a Member for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action.

The LFUCG reserves the right to require a doctor's certificate for the use of any sick leave by a Member if a pattern of abuse is suspected or to permit a Member to return to work after an illness.

Proof of abuse of paid sick leave privileges may constitute grounds for disciplinary action including dismissal.

Section 4. Payment for sick leave shall be at the Member's regular hourly rate. There shall be no duplication of sick leave benefits with any other disability income benefits provided by LFUCG.

Section 5. Sick leave shall be accrued at a rate of ten (10) hours per month. Sick time may be accumulated up to five hundred (500) hundred hours. Once a Member has accrued five hundred (500) hundred hours of sick time, any amount of time exceeding the five hundred (500) hundred hour cap shall be paid to the member at his regular rate of pay, by separate check, on the second pay period in January of each calendar year.

Section 6. Members who have accumulated more than 480 sick hours are permitted to participate in the LFUCG sick bank program, contributing up to 40 hours to a fellow employee in need.

IV. FAMILY MEDICAL LEAVE (FMLA)

It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided by the FMLA.

V. BEREAVEMENT LEAVE

Section 1. A Member will be able to use up to ten (10) calendar days of Bereavement Leave time for a death for the following listed immediate family members. Bereavement Leave will be treated as a permitted absence without loss in pay for purposes of arranging or attending funeral services. Additional time for bereavement leave may be granted using sick, holiday, or vacation time when bereavement leave has been exhausted. Bereavement Leave may be used in hourly increments of at least eight (8) hours, is not required to be taken consecutively, and must be used within sixty (60) days of the death, unless otherwise approved by the Division Director at their discretion. LFUCG may request documentation verifying the death, which shall be provided within a reasonable time by the Member. In the event a Member requests to use Bereavement Leave any time after the initial two week period following the death, they shall provide at least twelve (12) hours advance notice to their immediate supervisor. Bereavement leave will be granted for the following family members: Parents, Step-parents, Spouse, Spouse's Parents, Children, Step-children, Foster children, Siblings, Step-siblings, Half-siblings, Brother-in-law, Sister-in-law, Grandparents, Spouse's grandparents, Grandchildren, Great-Grandparents, and domestic partners (as defined by City policy).

Section 2. A Member will be able to use up to one (1) day of Bereavement Leave time for a death of the following: Aunt, Uncle, First Cousin, Niece, or Nephew (this does not include “in-law” or “step-relationships”).

Section 3. Bereavement leave is not subject to schedule adjustment.

VI. PARENTAL LEAVE

Section 1. LFUCG adopted a policy related to Paid Parental Leave. The current version of this leave policy is hereby incorporated into this Section by reference.

Section 2. LFUCG adopted a policy related to adoption assistance. The current version of this assistance policy is hereby incorporated into this Section by reference.

ARTICLE 23

DISABILITY LEAVE AND MODIFIED DUTY

Section 1. Any member who sustains an injury or an illness as a result of a service connected incident must notify their immediate supervisor as soon as practicable after the incident occurs. The supervisor shall complete the appropriate form. It is the responsibility of a member to advise the Director through the appropriate chain of command of an inability to perform all job functions required of active duty status. If a competent medical authority determines that a member can perform substitute work (modified duty), the member must work in a modified duty capacity, if so assigned, unless he is in an FMLA status.

Section 2. If the member is medically required to be absent from their job duties and cannot perform substitute work (modified duty) as a result of a service-connected injury or illness, the member must complete a Disability Leave Request Form and submit it to the Director through the chain of command for submission to the Director of Human Resources (or designee)

within four (4) calendar days of the incident, or as soon as the workplace injury becomes apparent to the employee and his treating physician.

Section 3. The completed Disability Leave Request form must have the following documentation attached:

- A.** A copy of the corresponding First Report of Injury or Illness (IA-1); and
- B.** A written statement from a competent medical authority as to the member's specific diagnosis, treatment plan, and your current work activity status.

Section 4. Any member who suffers an injury or illness as a result of a service connected injury or illness shall be granted, upon proper investigation and authentication, leave equal to full pay for a period up to six (6) months from the date of injury or illness.

The disability leave payable shall be supplementary to any worker's compensation income benefits to which the Member is eligible, but in no case should payments exceed the difference between the Member's worker's compensation benefits and his average weekly earnings as defined in KRS 342.140.

Section 5. An injured or ill member shall initially be placed on their own accumulated sick leave, or if sick leave is not available, on vacation or holiday leave for all absences from scheduled work time. Upon an investigation and authentication that the member's injury or illness is the result of a service-connected incident, all sick, vacation, or holiday leave hours that have been used as a result of the injury or illness shall be reinstated. It is the member's responsibility to submit a new Disability Leave Request form with the required supporting documents if the medical authority states that he is unable to perform work in any capacity past the date for which the disability leave status has been granted. Disability leave status can only be

granted for a period of up to six (6) months for each injury or illness except as provided in Section 11.

Section 6. If, during a disability leave, a competent medical authority determines that the member can perform substitute work (modified duty), he must work in a modified duty capacity, if so assigned, unless he is in a FMLA status. Any return to work is based on a medical statement as to their work limitations, and they must submit the statement to their immediate supervisor for appropriate job assignment.

Section 7. A member can remain in a modified duty status for a period of no more than six (6) months for each injury or illness, and must submit a statement from a competent medical authority regarding his work activity status during each thirty (30) calendar day period. If the member is on either modified duty status or disability leave status, they must submit a doctor's statement releasing them to full work activities before the member can return to their regular duties.

Section 8. When the member has been granted disability leave status, he must refund to LFUCG the amount equal to any Workers Compensation wage payments made to him as a result of the injury or illness in order to be eligible for disability leave status. Any time over ninety (90) calendar days that is spent on disability leave status shall not count toward the member's vacation accrual rate nor shall he accumulate sick leave or vacation leave during such absence from duty. When an official LFUCG holiday occurs, the member shall receive holiday pay but not disability leave pay for that day.

Section 9. If the competent medical authority determines that the member has a permanent disability, the member shall apply, if eligible, to the County Employees Retirement System for disability retirement benefits or apply for alternative LFUCG employment. Failure to

apply for disability retirement benefits or alternative employment shall terminate the member's disability leave status short of the six (6) months and he may resign or his employment shall be terminated.

Section 10. All substitute modified duty assignments as a result of a work related injury or illness shall be made within the Division of Community Corrections, and must conform to the medical instructions indicated on the medical report authorizing the members leave status.

Section 11. The total period of modified duty and disability leave combined shall not exceed six (6) months for the same injury or illness except that, if a member suffers an injury or illness in the line of duty and there is a definitive return to work date provided by the treating physician, the Director shall extend this period for up to an additional six (6) months to accommodate the return to work date.

Section 12. LFUCG has the right to send an employee on modified duty or disability leave to a doctor for a second opinion. If the results of the second examination and/or opinion differ, the respective doctors shall select a third doctor who shall examine the employee and render the final decision, which shall be binding. If the respective doctors cannot mutually select a third doctor, LFUCG and the employee will mutually select a third doctor. LFUCG shall pay the expense of the third doctor.

ARTICLE 24

DEATH IN THE LINE OF DUTY

Section 1. In the event that a member dies as a result of service connected cause, the LFUCG shall pay to the beneficiary designated by the Member or, in the event there is no designated beneficiary, to the Members estate, the sum of one-hundred-thousand dollars (\$100,000.00) subject to applicable withholdings, if any. The payment shall be made in a lump

sum, a portion of which shall be paid to a funeral home chosen by the beneficiary or estate to cover funeral and burial expenses unless waived by the beneficiary or estate. The payment provided for in this Article shall be in addition to any applicable pension benefits, any Workers Compensation income benefits, and any Social Security benefits which may be due.

ARTICLE 25

HEALTH AND WELLNESS BENEFITS

Section 1. Effective as of the execution of this Agreement, employees may elect to be covered by the health insurance plans offered by LFUCG. The options available to employees shall include those plans, benefits, and contributions offered by LFUCG.

Section 2. Each Member may elect to be covered by the health insurance plans, dental insurance, vision and other plans offered by LFUCG. Any premiums in excess of LFUCG monthly contributions shall be paid by the employee through equal pay period contributions. Effective upon implementation, LFUCG shall contribute \$530.74 on behalf of each employee enrolled in the flexible benefit program. LFUCG shall also contribute an additional One Hundred Dollars and Zero Cents (\$100.00) per month to the cost of health insurance for each Member enrolled in an employee/spouse or employee/child(ren) plan. LFUCG shall also contribute an additional Two Hundred Dollars and Zero Cents (\$200.00) per month to the cost of health insurance for each Member enrolled in a family plan. LFUCG benefit contribution may be combined by employees to purchase benefits.

Section 3. If an employee opts not to enroll in any health plan offered by LFUCG, LFUCG will follow any state or federal law as it pertains to healthcare financial coverages.

Section 4. The Lodge shall provide a representative to sit on any group or committee that LFUCG may create related to health care costs and benefits.

Section 5. Any member passing away whether on duty or not, shall have all vacation and holiday time paid out at their current rate of pay. These funds upon death shall be paid to the beneficiary listed by the member. If a member has at least five years of service, accumulated sick leave shall be paid out in the same manner.

ARTICLE 26

LIFE INSURANCE

The LFUCG shall provide all members with a group life insurance plan that contains the following provisions:

- A. \$25,000.00 payment upon death of the insured.
- B. \$25,000.00 accidental death and dismemberment insurance.

ARTICLE 27

TUITION BENEFIT

Section 1. Members shall receive reimbursement for the cost of tuition and books for up to \$2000.00 per fiscal year upon verification of successful completion of coursework at a grade of "C" or better for undergraduate courses or at a grade of "C" or better for graduate course work and submission of applicable receipts at an accredited college, university or facility of higher education. Verification required for reimbursement shall include transcripts and receipts delineating actual costs.

Section 2. Members may use the tuition benefit for books and testing fees (non-travel) for the Certified Jail Officer, Certified Jail Supervisor, and Certified Jail Manager programs offered through the American Jail Association, the Corrections Certificate Program from Kentucky State University, and any other certificate program or educational opportunity approved in writing by the Division.

Section 3. Request for reimbursement must be submitted within thirty (30) calendar days of completion of the course to be eligible for reimbursement.

Section 4. Any member who participates by use of the tuition benefit shall be required to continue employment with LFUCG for eighteen (18) months from the last date of reimbursement unless he repays LFUCG for any funds received for the tuition benefits under this Article within that eighteen (18) month period. It is agreed that such payment shall be deducted from the final payout to the employee if not otherwise arranged.

ARTICLE 28

PERSONAL PROPERTY REIMBURSEMENT

A member shall be reimbursed by LFUCG for certain personal property damaged or destroyed while in the performance of an official action. A member who receives payment under this Article must seek restitution for any property for which payment was made. Failure to pursue restitution may result in requiring the member to reimburse LFUCG for any payment and may make the member ineligible to make any further claims under this Article. If restitution or other recovery is received, the amount(s) shall be paid in full to LFUCG. LFUCG reserves the right as an alternative to payment under this Article to provide a comparable replacement for any damaged or destroyed property. LFUCG further reserves the right to deny payment if the members negligence resulted in the damage or destruction of his property.

Personally owned items shall not be reimbursed for more than \$200.00 per item. LFUCG shall reimburse a Member for the actual cost of replacing any eyeglasses or contact lenses damaged or destroyed in the performance of official action. Payments under this Article shall be limited to \$500.00 per occurrence with a maximum of \$1000.00 per fiscal year except that personally owned eyeglasses, contact lenses, and firearms may be reimbursed for replacement

value. This coverage shall only apply to items not covered by the Division of Risk Management policy. The limits contained herein may be increased for exceptional circumstances at the discretion of the Director of Community Corrections.

ARTICLE 29

SHIFT DIFFERENTIAL

Members permanently assigned to second and third shift assignments shall receive shift differential for all hours worked as follows:

<u>Shift</u>	<u>Amount</u>
Second	\$1.25 / hour
Third	\$1.25 / hour

Entitlement to shift differential is based solely on actual permanent assignment, and is not triggered by hours worked on overtime or regular duty. Shift differential shall be applied for those members permanently assigned to second or third shift for all time worked, including any overtime.

ARTICLE 30

SALARY SCHEDULE

Section 1. The wages defined in Appendix B and all other economic changes shall be effective the first full pay period after July 1, 2026.

Section 2. Bargaining unit members holding the rank of Officer shall move into the next higher step of the schedule on the anniversary date as an Officer of Community Corrections. The anniversary date shall be the first day of employment for Officers or the first day of

promotion for Sergeants. Members holding the rank of Sergeant shall move into the next higher step of the schedule based upon their date of promotion to Sergeant. Upon promotion to Sergeant, the bargaining unit member shall be placed at the starting pay established for Sergeants in Appendix B.

Section 3. All field training officers shall earn incentive pay at the rate of fifty cents (\$0.50) per hour. This incentive pay shall increase their regular rate of pay for all regular and overtime hours. This incentive pay shall begin the first pay period after selection for the position of field training officer or the first full pay period after July 1, 2026, whichever is later.

Section 4. All members of the Tactical Response Team shall earn incentive pay at the rate of fifty cents (\$0.50) per hour. This incentive pay shall increase their regular rate of pay for all regular and overtime hours. This incentive pay shall begin the first pay period after selection for the Tactical Response Team or the first full pay period after July 1, 2026, whichever is later.

ARTICLE 31

ALCOHOL AND DRUG-FREE WORKPLACE

LFUCG has established an Alcohol and Drug Free Workplace Policy as part of its commitment to providing a healthy and safe environment for its employees. Members acknowledge and agree to follow this policy. The Alcohol and Drug Free Workplace Policy is marked Appendix E to this Agreement and incorporated herein by this reference. The Director of Human Resources shall be responsible for the establishment and the administration of the operational procedures necessary to implement this policy. In the event of any conflict between this policy and this Agreement, the terms of this Agreement shall prevail. Revisions to this policy may be necessary from time to time. In the event that LFUCG desires to change this Policy during the term of this Agreement, the Parties agree to meet, if requested in writing,

within thirty (30) days of such request, for the purpose of negotiating this Article by good faith negotiations.

ARTICLE 32

RESPONSIBLE RELATIONSHIP

The LFUCG and the Lodge recognize that it is in the best interest of both parties, the employees, and the public that all dealings between them be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the LFUCG and the Lodge and their respective representatives at all levels shall apply the terms of this contract in accordance with the language contained therein and consistent with the Lodge's status as exclusive bargaining representative of all employees in the unit. The grievance and arbitration provision shall be the sole remedy for all grievances which are qualified subject matter for arbitration. However, this shall not prevent a Member from using the judicial system to pursue violations of law.

ARTICLE 33

FEDERAL OR STATE LAWS

If any provision of this Agreement, or any amendments thereto, or application of the provisions of said Agreement and amendments to any employee, groups of employees, or circumstances are rendered invalid or inappropriate by any Federal or State Law, or by the final determination of any Court, Board, or Authority of competent jurisdiction, or should the National Labor Relations Board, as a result of any proceedings, hold any employee included within the bargaining unit not properly included within such unit, the remainder of said Agreement or amendments or the application of such provisions to an employee, groups of employees and

circumstances other than those as to which it is held invalid or inappropriate, shall not be affected thereby.

ARTICLE 34

GENDER

Any and all reference in this Agreement to the masculine gender shall be deemed to refer to either female and/or masculine gender as the case may be.

ARTICLE 35

SECONDARY EMPLOYMENT

The Director reserves the right to restrict outside/secondary employment.

ARTICLE 36

MISCELLANEOUS WORKING CONDITIONS

Section 1. **Section 1.** There shall be no restriction on the reasonable use of a cell phone while on break or the reasonable use of government email for personal communication.

Section 2. **Section 2.** Any member required by his job duties to obtain and maintain a CDL shall be provided with sufficient time to prepare for and take all required examinations with no loss in compensation. LFUCG shall pay all fees related to the application or renewal of the license. Members required to maintain a CDL shall receive CDL compensation equal to that provided to other LFUCG employees.

Section 3. **Section 3.** It is agreed that LFUCG shall meet with the Lodge at reasonable times upon request to discuss issues regarding working conditions.

ARTICLE 37

UNIFORMS AND EQUIPMENT

A. Upon initial appointment as a sworn member of the Lexington Division of Community Corrections, Bargaining Unit members shall receive all uniforms and equipment required to perform the Bargaining Unit members' assigned duties as required by the director of Community Corrections. All uniforms and any other equipment provided by the Employer shall remain the property of the employer.

B. Bargaining Unit members shall receive a uniform allowance of Eight Hundred Dollars and Zero Cents (\$800.00) per year with one-half (\$400.00) being paid in January and one-half (\$400.00) being paid in July for maintenance care and replacement of uniforms and other miscellaneous items as per the Quartermaster Program as necessary due to normal wear and tear. In addition, bargaining unit members shall be eligible to receive replacement uniforms where the item in question has been damaged or destroyed in the performance of the bargaining unit member's duties and not as the result of normal wear and tear duties. The Director of the Community Corrections or his designee shall have complete discretion to determine whether items were damaged or destroyed as a result of normal wear and tear or in the performance of the bargaining member's duties.

C. Upon graduation from the Training Academy, LFUCG shall provide each new officer with two (2) new Class B uniforms, one (1) Class A long sleeve uniform, one (1) necktie, one (1) new duty belt, one (1) pair of boots, one (1) name tag, and one (1) badge. This expense will be deducted from the annual benefit described in Section B above until the total cost for all items is covered.

D. LFUCG shall provide uniforms through a Quartermaster program.

E. It is the employee's responsibility to acquire the necessary uniform items from the quartermaster program or otherwise and present themselves properly attired for work under division policies. The LFUCG shall have no obligation to provide “in store” access to members during scheduled work hours or to have any obligation to pick up or deliver uniform items.

F. Uniform items available to employees under the quartermaster program shall be in accordance with Division of Community Correction regulations.

G. Upon completion of the Training Academy probationary officers shall receive the standard uniform allowance as defined in this section.

H. In the event an employee's uniform allowance is exhausted during the fiscal year and said employee needs or is required to purchase a uniform item(s), the employee shall be responsible for acquiring the uniform item(s) at their own expense

I. Upon separation of employment with the Division of Community Corrections for any reason, all uniforms and official equipment provided by the Division or purchased through the quarter master program shall be returned to the division. The value of any items not returned shall be deducted from the employee's final paycheck.

ARTICLE 38

TERM

Section 1. The term of this Agreement shall be for four (4) years from July 1, 2026, to June 30, 2030, except as otherwise agreed in this Agreement.

Section 2. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred and twenty (120) calendar days prior to the expiration date of this Agreement that it desires to terminate,

amend, or modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) calendar days prior to the expiration date.

Section 3. This Agreement shall continue in full force and effect upon expiration pending ratification of a successor collective bargaining agreement or impasse of the parties after good faith negotiations.

Section 4. If the Parties have not executed a new collective bargaining agreement by June 30, 2030, then all wages defined in Appendix B shall increase by two percent (2.00%) on July 1, 2030. The wages defined in Appendix B, including the two percent (2.00%) adjustment effective July 1, 2030, shall increase by two percent (2.00%) on July 1 of each calendar year after July 1, 2030, until the Urban-County Council ratifies a new collective bargaining agreement.

Section 5. This Agreement supersedes any prior written Agreements between the parties to the extent that they conflict with this Agreement. This Agreement may only be amended in writing dully executed by both parties. All written amendments will become part of this Agreement effective at the time of ratification of such amendment.

AFFIRMATION

Pursuant to Kentucky Revised Statutes, the Lexington-Fayette Urban County Government and the Fraternal Order of Police Lodge #83, do sign and acknowledge that through the collective bargaining process this Collective Bargaining Agreement has been mutually agreed upon.

IN WITNESS WHEREOF, the parties have affixed their signatures this 16th day of June, 2026.

FRATERNAL ORDER OF POLICE,
LODGE #83

BY: 
CHESLEY WOODRUM, PRESIDENT

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: 
LINDA GORTON, MAYOR

BY: 
NICHOLAS OLESON, LODGE COUNSEL

BY: 
JOE SCHOLLER, CHIEF NEGOTIATOR

BY: 
DAVE BARBERIE, LFUCG COUNSEL

APPENDIX A – UNIFORM DISCIPLINARY CODE

Chapter 10. Uniform disciplinary code (UDC)

UDC code numbers, descriptions, guidelines

Revised Nov. 7, 2024

Introduction

The city has established a Uniform Disciplinary Code (“UDC” or “code”) to provide consistent rules governing performance and work behavior expected from employees at all levels, including administrators, managers, and supervisors. It does not apply to probationary or other temporary employees serving at the pleasure of the Mayor or council (however, supervisors with employees not covered by the code may consult the guidelines to discipline such employees, but they are not required to do so).

Questions that are not answered in this chapter or by supervisors should be directed to Human Resources at (859) 258-3030 or HR-Customerservice@lexingtonky.gov.

This section outlines the UDC code numbers, descriptions, and guidelines for taking remedial or disciplinary action for various types of work deficiencies and undesirable behaviors that the city considers insubordinate, inefficient, violations of moral turpitude, and general misconduct.

Code numbers, descriptions and guidelines

The guidelines also provide more severe penalties for multiple offenses, which if considered alone would result only in lesser penalties. Finally, at management’s discretion, a pattern of offenses over a period, which resulted in oral warnings or written reprimands for each offense when considered alone, may support a suspension or dismissal when considered together. However, reprimands or suspensions that are five years old or older shall not be used in imposing current disciplinary action.

These code numbers and their descriptions shall be used when completing the disciplinary action form.

Penalties recommended in these guidelines shall be applied similarly to employees with similar violations. The appropriate disciplinary action will be determined after the supervisors have carefully considered the circumstances of each case. In each case, supervisors shall rely on their judgment as experienced administrators to arrive at the proper disciplinary action. Commissioners and directors periodically should review compliance with these guidelines to ensure that all supervisors are being consistent in taking disciplinary action and to ensure that they are aware of the code.

It is difficult for the uniform disciplinary code (“code”) and guidelines to be all-inclusive or to assign an appropriate penalty to every offense or work deficiency. The recommended discipline is to be used as a guide and is not intended to be mandatory or all-inclusive. The city will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. In the event any section of the guidelines conflicts with the provisions of Kentucky Revised Statutes (KRS) 95.450 or KRS 15.520, the statutes shall prevail. In the event any section of the guidelines conflicts with the provisions of collective bargaining agreements, the collective bargaining agreements shall prevail.

01a. Operating a government asset or any asset for which the city could be held liable while on-duty, while under the influence of alcohol, after ingesting illegal drugs, or while using prescription or non-prescription drugs that impair efficient operation of the asset.

Operating vehicles or equipment while at work and under the influence of drugs or alcohol is a violation of CAO Policy 7: *Revised Alcohol- and Drug-Free Workplace Policy*. Supervisors should follow the procedures and impose the penalties adopted in CAO Policy 7.

First offense	See <u>CAO Policy 7: Revised Alcohol and Drug-Free Workplace Policy</u> .
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01b. Failure to report a suspended or revoked driver's license.

This offense occurs when employees, who may be required at any time to drive a vehicle, lose their driving privileges for any reason and fail to notify their supervisors within 24 hours.

First offense	Written reprimand.
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Second offense	Eighty (80) hours up to and including 160 hours of suspension, depending on circumstances.
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01c. Driving a city vehicle (or driving any vehicle while on-duty) with a suspended or revoked driver's license.

This offense occurs when employees operate a city vehicle or any vehicle while on-duty, while their driver's license is suspended or revoked. Driving under these circumstances is illegal and exposes the Urban County Government and the employee to additional liability in the event the employee is involved in an accident.

This rule should be explained to any employee who may be called upon to drive a vehicle while on-duty.

First offense	Eighty (80) hours up to and including 160 hours of suspension, depending on circumstances.
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Second offense	Dismissal.
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02. Stealing or theft.

Employees shall use Urban County Government assets only for their intended purpose in accordance with established government or divisional procedures and shall not take any Urban County Government assets to sell or for any other use. Evidence of theft will be turned over to the Division of Police for investigation, and prosecution will be pursued.

Supervisors should notify the Division of Police immediately in case of theft or suspected theft.

First offense	Eighty (80) hours up to and including 160 hours of suspension, depending on circumstances.
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Second offense	Dismissal.
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03. Intentional or deliberate destruction or unauthorized use of Urban County Government assets.

Employees shall utilize Urban County Government assets only for their intended purpose in accordance with established government or divisional procedures and shall not intentionally abuse, damage, or lose through negligence any Urban County Government asset.

First offense	Eighty (80) hours up to and including 160 hours of suspension; or, dismissal.
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Second offense

Dismissal, depending on circumstances.

04. Use of, possession of, or positive test for illegal drugs while on-the-job; reporting to work after ingesting illegal drugs; or, conviction for, possession of, or trafficking in illegal drugs.

Employees who use, possess or test positive for illegal drugs while on the job, report to work after ingesting illegal drugs or are convicted for possessing or trafficking drugs are in violation of CAO Policy 7: *Revised Alcohol- and Drug-Free Workplace Policy*. Supervisors should follow the procedures and impose the penalties adopted in CAO Policy 7.

First offense

See [CAO Policy 7: Revised Alcohol and Drug-Free Workplace Policy](#).

05. Use of, possession of, or positive test for alcohol while on the job.

Employees who use, possess or test positive for alcohol while on the job are in violation of CAO Policy 7: *Revised Alcohol- and Drug-Free Workplace Policy*. Supervisors should follow the procedures and impose the penalties adopted in CAO Policy 7.

First offense

See [CAO Policy 7: Revised Alcohol and Drug-Free Workplace Policy](#).

06a. Violent behavior, throwing objects toward or at others, verbal threats, or fighting on the job (with weapon).

A “weapon” is an instrument or anything that can be used to injure or harm a person whether or not the instrument or thing was designed for that purpose. This offense includes, but is not limited to (a) fighting with a weapon, (b) on-duty possession of a weapon not expressly authorized under State law, (c) on-duty possession of an object that could be used as a weapon that has no relationship to the employee’s duties and is unnecessary on the work site or for the effective and efficient performance of the job (e.g. a baseball bat, brass knuckles, Taser unit, etc.), (d) using objects or equipment that are necessary for the performance of the job as a weapon (e.g. using a crowbar or tire iron as a weapon), (e) making verbal threats while in possession of a weapon; or, (f) throwing objects at or in the direction of others. For more information, see [CAO Policy 34: Policy on Violence in the Workplace](#)

The supervisor shall take immediate action in the event of a fight without endangering themselves or others. In serious cases, call the Division of Police to help the supervisor.

First offense

Dismissal

06b. Violent behavior or fighting on-the-job (without weapons).

This offense includes but is not limited to any of the following, with or without verbal threats, which could or does result in harm to another employee or which disrupts the effectiveness and efficiency of the workplace: (a) Fist fights or similar physical conduct, (b) Horse play that causes or has the potential of causing injury, or (c) Any intentional pushing, shoving, hitting, or bumping.

In addition to disciplinary action, the employees involved will submit to an evaluation by Employee Assistance Program (EAP) counselors. After the EAP evaluation, the counselor will provide the Director of Human Resources with a statement certifying the employee has been evaluated and is fit to return to work (if applicable). The employee will attend such additional EAP sessions as are recommended by the

counselor. All parties involved in violent behavior may be subject to the same discipline, depending on the circumstances. For more information, see [CAO Policy 34: Policy on Violence in the Workplace.](#)

First offense	Forty (40) hours up to and including 160 hours of suspension and mandatory EAP evaluation; or dismissal, depending on circumstances or threat.
Second offense	Dismissal, depending on circumstances or threat.

06c. Verbal threats or harassing statements or bullying/intimidation.

This offense includes but is not limited to (a) statements, including written or email statements, which seriously alarm, annoy, intimidate or harass a person or which could cause a reasonable person to suffer distress, (b) oral threats to commit any act, likely to result in damage to property, or (c) unwanted offensive and malicious behavior that undermines an individual or group through persistently negative attacks which generally includes the element of vindictiveness, and is intended to humiliate, intimidate, or demean the recipient.

“Joking” references to shooting others (e.g., “going postal” or “blowing people away”) will be taken very seriously, and disciplinary action will result. The supervisor will take immediate action when situations of this type develop. In addition to disciplinary action, the employee will be evaluated by EAP counselors. After the session(s), the EAP counselor will provide the Director of Human Resources with a statement certifying the employee has been counseled and understands appropriate workplace behavior (if applicable). For more information, see [CAO Policy 34: Policy on Violence in the Workplace.](#)

First offense	Written reprimand or eight (8) hours up to and including 120 hours of suspension; and, mandatory EAP evaluation; or dismissal, depending on circumstances or threat.
Second offense	128-160 hour suspension and, mandatory EAP evaluation; or dismissal, depending on circumstances or threat.
Third offense	Dismissal.

07. Leaving assigned workstation without authorization.

This offense occurs when employees leave the workstation without permission. It includes leaving the workstation to conduct personal business but does not include absence due to a valid emergency, if employees ensure that their duties will be covered and they notify a supervisor.

Emergencies may arise, such as an accident or sudden illness in the employee’s immediate family. If the employee’s immediate supervisor is not available, the employee shall notify the next ranking superior. In all emergency cases, leave should be granted unless there is evidence of prior abuse. Where a follow up leave slip is required by the supervisor, the employee should be so notified in writing within three days of the absence.

First offense	Written reprimand, or forty (40) hours up to and including 120 hours of suspension, depending on circumstances.
Second offense	128-160 hour suspension or dismissal, depending on circumstances.
Third offense	Dismissal.

08a. Insubordination.

This offense involves behavior or statements that reflect an employee's refusal to be supervised including but not limited to direct refusal to obey a supervisor's work-related order or failure to follow directions and instructions. This rule also includes (a) failure to follow instructions that have been adequately explained, (b) repeated occurrences of poor decision making, which lead to the redoing of work, (c) consistent failure to meet assignment deadlines, or (d) a pattern of incorrect work that results in disruption of the operation of the unit or impairment of its effectiveness and efficiency.

Supervisors should be sensitive to the difference between a "bad attitude" insubordination, and inefficient work. Inefficiency, when not corrected after being brought to the employee's attention, may become insubordination.

First offense	Oral warning, written reprimand, or eight hours up to and including 120 hours of suspension, depending on circumstances.
Second offense	128-160 hour suspension or dismissal, depending on circumstances.
Third offense	Dismissal.

08b. Malicious behavior or deliberate behavior, which affects the efficient and effective performance of the job.

This offense includes any malicious behavior regardless of its effect on the efficiency or effectiveness of the workplace or any deliberate behavior that disrupts the workplace. It can include but is not limited to malicious practical jokes; knowingly spreading false rumors; sabotaging projects or other employees' work; or, constant teasing of another employee.

Supervisors should establish and maintain a professional level of behavior for each work unit.

First offense	Oral warning, written reprimand, or eight hours up to and including 120 hours of suspension, depending on circumstances.
Second offense	128-160 hour suspension or dismissal, depending on circumstances.
Third offense	Dismissal.

08c. Misconduct (other).

This offense is general in nature and applies when the actions of an employee do not fit within any other specific category. It may be used alone or in conjunction with other infractions. It should be used when an established government, department, or division policy or procedure does not contain a specific penalty.

Supervisors should educate employees to realize that they may be disciplined for their actions even if every possible improper act or infraction is not separately listed in the uniform disciplinary code.

First offense	Oral warning, written reprimand, or eight hours up to and including 120 hours of suspension, or dismissal, depending on circumstances. Falsification of time is grounds for dismissal.
Second offense	128-160 hour suspension or dismissal, depending on circumstances.
Third offense	Dismissal.

08d. Inefficiency.

This offense involves the failure, neglect, or inability of employees to perform their assigned duties or the performance of their assigned duties in an inappropriate, inadequate, or unsuitable manner. This would include (a) spending their time in excessive personal conversations either on the phone or with others, (b) taking excessive breaks, (c) pushing work assignments off on others, or (d) engaging in any other activity that could cause them to neglect or be inattentive to their duties. As with insubordination, this rule also includes (a) failure to follow instructions that have been adequately explained, (b) repeated occurrences of poor decision making, which lead to the redoing of work, (c) consistent failure to produce work that is error free (d) the use of poor judgment, (e) lack of timeliness and failure to meet assignment deadlines, or (f) a pattern of incorrect work that results in disruption of the operation of the unit, or impairment of its effectiveness and efficiency.

Although insubordination and inefficiency are similar in some respects, they have an important distinction. An insubordinate employee is one who intentionally refuses to obey or comply with an order of a superior. Inefficient employees are unable (rather than unwilling) to obey or comply with the orders of a supervisor or to otherwise perform their assigned duties.

First offense	Oral warning, written reprimand, or eight hours up to and including 120 hours of suspension, depending on circumstances.
Second offense	128-160 hour suspension or dismissal, depending on circumstances.
Third offense	Dismissal.

09. Sleeping on the job.

An employee shall remain alert at all times, especially while operating equipment. Sleeping during duty hours (except for sworn Fire & Emergency Services personnel assigned to a fire station) is strictly forbidden.

First offense	Written reprimand or 40 hours up to and including 80 hours of suspension, depending on circumstances.
Second offense	Eighty-eight hours up to and including 160 hours of suspension or dismissal, depending on circumstances.
Third offense	Dismissal.

10a. - e. Preventable vehicle or equipment incident in which the employee's action or lack of action is considered the primary contributing factor or a significant contributing factor in an equipment or vehicle incident with damages assessed.

Employees are required to operate city equipment and vehicles ("vehicles"), and any vehicle while on-duty, in a safe, prudent and responsible manner consistent with all local and state laws and all relevant government, department or division policies. Any employee involved in a vehicle incident in which the *Incident Review Committee* finds that the employees' actions or lack of actions are considered the primary contributing factor or a significant contributing factor in an equipment or vehicle incident will be subject to corrective administrative action under uniform disciplinary code 10(a. - e.), and in accordance with CAO Policy 54: *Vehicle and Equipment Damage and Accident Policy*.

Where the property damage exceeds the amounts established in the Alcohol- and Drug-Free Workplace Policy, in the opinion of a responsible supervisor, the employee shall be subject to a post-critical-incident drug test.

The employee shall ensure the safe operation of all vehicles and equipment to which they are assigned. Employees not familiar with proper vehicle or equipment operating procedures shall inform their supervisor and ask for training and supervision. The supervisor should provide training when the employee is first assigned to a vehicle or equipment and again as needed. If the vehicle or equipment is not operating properly, employees should inform their supervisor so that proper measures can be taken to avoid an accident (e.g., take vehicle to fleet services, assuming it is safe to drive, for inspection and clearance to continue operating).

First offense

See [CAO Policy 54: Preventable Vehicle/Equipment Incidents](#).

11a. Absent without approved leave

The offense occurs when an employee (a) fails to report for duty, (b) fails to call in as required by government, department or division policy, or (c) does not have sufficient leave to cover an absence; and, is not on an approved leave of absence without pay (e.g. FML, personal leave, etc.). The difference between being absent without approved leave ("AWOL") and being tardy is discussed in item 14.

Once all approved leave is exhausted, the employee shall be marked AWOL.

Each situation should be handled on an individual basis and division directors are responsible for establishing call-in and emergency leave procedures for their divisions. After review and approval by Human Resources, a copy of the division call-in and emergency leave procedures should be given to each employee.

An employee who is reported AWOL for four or more hours in one month shall not accrue vacation and sick time for the entire calendar month. Each AWOL on each "workday" is a separate occurrence. However, AWOL for two or more consecutive days is a violation of code 11b. A supervisor should investigate each situation prior to marking an employee AWOL.

Non-exempt employees do not receive pay for time they are AWOL and may be subject to disciplinary action. Exempt employees may also be subject to disciplinary action under this policy.

First offense

Written reprimand, or 24 hours up to and including 40 hours of suspension, depending on circumstances.

Second offense

Forty-eight hours up to and including 160 hours of suspension, depending on circumstances.

Third offense

Dismissal.

11b. Absent without approved leave for two or more consecutive days.

This offense covers those situations where an employee fails to report to work for two or more consecutive days.

Employees who are AWOL two or more consecutive days are subject to more severe discipline.

First offense

Forty-eight hours up to and including 160 hours of suspension, or dismissal, depending on circumstances.

Second offense

Dismissal.

12. Excessive use of sick leave.

This offense occurs when an employee fails to provide a medical doctor's excuse for excessive use of sick leave. Excessive use of sick leave includes (a) consistent use of sick leave on the first or last day of the employee's work week, (b) consistent use of more sick leave than is earned in a pay period or use of sick leave on a sporadic basis especially on the first and last day of the employee's work week, (c) depleting sick time balances, or (d) requesting leave without pay for sickness when no chronic ailment has been diagnosed.

One warning sign of potential abuse of sick leave is consistently low sick leave balances maintained by long-term employees. Sick leave is not a vested right like vacation and holiday leave and its use is limited to its intended purpose. If a pattern of abuse is detected, a supervisor may require the employee to present a medical doctor's excuse for all sick leave requests (section 21-34 of the Code of Ordinances). There are legitimate situations however, where an employee may use all sick leave because of a serious health condition. If it is determined that a low sick leave balance is justified and the employee is performing in a satisfactory manner, the supervisor should examine the situation carefully before taking any disciplinary action. Additionally, a supervisor may request that employees be examined by an Urban County Government-selected physician if questions exist as to the employees' ability to perform the duties of their job. The Director of Human Resources should be contacted to arrange for a medical examination.

First offense	Written reprimand or eight hours up to and including 40 hours of suspension, depending on circumstances.
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Second offense	Forty-eight hours up to and including 120 hours of suspension, depending on circumstances.
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Third offense	Dismissal.
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13a. Failure to observe safety procedures; failure to wear protective clothing – (Class A – Serious – life threatening).

These violations include but are not limited to: (a) failure to wear seat belts while traveling in an Urban County Government vehicle or in any vehicle while on-duty, or (b) failure to wear mandatory protective equipment while operating dangerous equipment (e.g., welding, jackhammers, bucket trucks, etc.).

First offense	Eight hours up to and including forty (40) hours of suspension, depending on circumstances.
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Second offense	Forty-eight hours up to and including 120 hours of suspension, depending on circumstances.
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Third offense	Dismissal.
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13b. Failure to observe safety procedures; failure to wear protective clothing – (Class B – Less serious – not life threatening).

These violations include but are not limited to (a) removal or destruction of safety devices, (b) failure to keep equipment and work areas clean, (c) failure to report unsafe working conditions, or (d) failure to wear safety clothing (e.g., hard hats, safety glasses, steel-toe shoes, etc.).

Each division should have safety rules or procedures identifying Class A (serious) and Class B (less serious) rules. Safety rules should be approved by Human Resources and explained to employees. Employees should receive a copy of the division's safety rules. The division should require employees to sign a form stating that they have received a copy of the safety rules issued by Human Resources and a list of the division's safety rules. The division may periodically update its rules and have employees acknowledge in writing that they understand the updated safety rules and regulations.

First offense	Written reprimand.
Second offense	Eight hours up to and including forty (40) hours of suspension, depending on circumstances.
Third offense	Forty-eight hours up to and including 120 hours of suspension, depending on circumstances.
Fourth offense	Dismissal.

14. Excessive tardiness.

This offense includes a pattern of tardiness that interferes with the operation of the unit. Generally, a first offense occurs when an employee is late two or more times in any one pay period. However, in some divisions less frequent tardiness may justify disciplinary action (for example, divisions running 24-hour coverage or those where work crews leave a central location). A tardy employee whose actions result in overtime payments to other employees may receive more severe discipline, depending on the circumstances.

Generally, if employees are over six minutes late, they are considered tardy. Employees who call in, and are excused for legitimate emergencies, should not be considered tardy. Each division should establish a call-in and tardiness policy, and copies of the policy should be given to each employee. The policy should be submitted to Human Resources for review and approval prior to issuance.

Discipline should not be imposed until the existence of a tardiness problem is identified. In most cases, a single tardy arrival should not result in discipline. Each division is responsible for establishing a time frame for being tardy rather than absent without leave (AWOL); however, if an employee is absent for more than 30 minutes, then they are AWOL rather than tardy.

First offense	Oral warning or written reprimand, depending on circumstances.
Second offense	Written reprimand or eight hours up to and including 40 hours of suspension, depending on circumstances.
Third offense	Forty-eight hours up to and including 120 hours of suspension, depending on circumstances.
Fourth offense	Dismissal.

15. Failure to submit required or completed reports or forms.

Forms and reports that are part of an employee's job duties shall be submitted in accordance with established government, department, or division procedures.

First offense	Oral warning or written reprimand, depending on circumstances.
Second offense	Written reprimand or 24 hours up to and including 40 hours of suspension, depending on circumstances.
Third offense	Forty-eight hours up to and including 120 hours of suspension, depending on circumstances.

Fourth offense

Dismissal.

16. Gambling on the job.

The offense of gambling is defined as staking or risking something of value upon the outcome of a contest, game, gaming scheme, or gaming device that is based upon an element of chance, in accord with an agreement or understanding that someone will receive something of value in the event of a certain outcome. A contest or game, in which eligibility to participate is (a) determined by chance or (b) the ultimate winner is determined by skill, shall not be considered gambling. Gambling is a prohibited non-work-related activity. Personnel in community corrections shall be subject to dismissal for a first offense of gambling.

First offense

Oral warning, written reprimand, or 24 hours up to and including 80 hours of suspension, depending on circumstances.

Sworn employees of Community Corrections shall be dismissed.

Second offense

Eighty-eight hours up to and including 160 hours of suspension or dismissal, depending on circumstances.

Third offense

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Dismissal.

Procedures

Division policies, with periodic updates, are to be submitted to Human Resources for review prior to implementation to ensure general compliance with the code and guidelines. Policies within a division shall be applied similarly for employees in similar situations. For example, code 7: Leaving assigned workstation without authorization may be a short or a lengthy absence from the workstation. A short absence in one division could be catastrophic, while in another division it would be an annoyance.

Rules regarding call-in, absenteeism, emergency leave, and similar division policies should be established by the division director and applied consistently to each employee within the division. It is not necessary for division policies to be the same for each division. Workload and other factors vary from division to division or even within a division, and these factors should be considered when divisional policies are established. For example, emergency leave may be more limited within one division than in another because of the type and nature of services provided and the availability of staff.

The immediate supervisor or superior manager in the employee's immediate chain of command should initiate disciplinary action. If supervisors have a complaint against an employee outside of their chain of command, the supervisors should submit the complaint to the division director for whom the employee works. If that division director takes no action, then the supervisor who initiated the complaint may request an investigation by Human Resources. Human Resources will investigate the complaint and consult the division director to whom the employee is assigned before making any recommendation for discipline.

[Disciplinary action forms](#) for non-sworn employees are available on LexLink.

Oral warning

Generally, an oral warning should be used for first-time offenses and for relatively minor offenses. Supervisors should inform the employee in private that they are administering an oral warning and that the employee is being given an opportunity to correct identified work or behavioral problems. Employees may use the grievance process to dispute oral warnings that have been administered; they may not use the disciplinary appeal process.

Unless reversed in the grievance process, the oral warnings are stored in Human Resources' oral warning file, where they will remain for 12 months. Oral warnings are destroyed one year after their dates of issuance unless the behavior(s) that prompted their issuance has not been corrected. The oral warning file can be used if the employee uses the grievance process to appeal the warnings, or if the behaviors addressed in the oral warnings are not corrected within 12 months from the dates of issuance.

Procedure

Supervisors shall privately discuss offenses with the employees and shall consider employees' explanations of the events before any final actions are taken.

1. The supervisor shall complete the *Oral Warning* form and sign.
2. The supervisor shall privately discuss the disciplinary action with the employee and obtain the employee's signature.
3. The supervisor shall make three copies of the fully executed form. The supervisor shall give one copy to the employee, one copy is for the supervisor's division, and one copy shall be sent to the employee's department.
4. The original form shall be sent to Human Resources.

Written reprimand

Written reprimands are imposed when the employee disregards an oral warning or for more severe first offenses. However, reprimands or suspensions that are five years old or older should not be used in imposing current disciplinary action, and a classified civil service employee may not be reprimanded more than two times within 12

months. Unless reversed in the appeal process, written reprimands remain permanent records in an employee's personnel file.

Procedure

Supervisors shall privately discuss offenses with the employees and shall consider employees' explanations of the events before any final actions are taken.

1. Supervisors shall complete the disciplinary action form, sign, and obtain the signatures of the division director and department commissioner.
2. Privately discuss the disciplinary action with the employee and obtain the employee's signature.
3. The supervisor shall make three copies of the fully executed form. The supervisor shall give one copy to the employee, one copy is for the supervisor's division, and one copy shall be sent to the employee's department.
4. The original form shall be sent to Human Resources.

Suspension

This discipline should be applied after a thorough evaluation of the circumstances by the supervisor and those in the employee's chain of command. The guidelines impose suspensions in terms of "hours" in order to address workdays longer than eight hours. A suspension is imposed for (a) severe infractions of rules or standards, or (b) violations occurring after employees have received oral warnings or written reprimands and the employees have failed to correct the errors or to improve their behaviors. However, reprimands or suspensions that are five years old or older should not be used in imposing current disciplinary action, and a classified civil service employee may not be suspended for more than 160 consecutive work hours or 240 non-consecutive work hours within 12 months unless charges for dismissal are filed with the Civil Service Commission.

Unless otherwise stated in collective bargaining agreements, all suspensions are without pay. After an employee is unpaid for four or more hours in one month, the employee will not earn vacation or sick days for the month. A suspended employee is considered not eligible to apply for another position with the city within one year following the date of the last suspension's issuance. However, any employee suspended because of excessive absences due to serious health condition or illness may request approval from the Mayor or the Mayor's designee to apply for a position. Medical documentation from a health care provider will be required to substantiate the serious medical condition or illness that led to the excessive absences. Suspensions may be appealed to the Civil Service Commission. Unless reversed in the appeal process, they remain permanent records in an employee's file. The supervisor should attempt to make the employee's return to the job after a suspension as dignified as possible.

Procedure

Supervisors shall privately discuss offenses with the employees and shall consider employees' explanations of the events before any final actions are taken. Before issuing any suspension, the supervisor shall notify Human Resources and shall coordinate suspensions of exempt employees.

1. Supervisors shall complete the disciplinary action form, sign, and obtain the signatures of the division director and department commissioner.
2. Privately discuss the disciplinary action with the employee and obtain the employee's signature.
3. The supervisor shall make three copies of the fully executed form. The supervisor shall give one copy to the employee, one copy is for the supervisor's division, and one copy shall be sent to the employee's department.
4. The original form shall be sent to Human Resources.

Dismissal

A dismissal represents the supervisor's judgment that the employee cannot be rehabilitated into a productive employee and is reserved for the most severe violation of the code or other Urban County Government policies (e.g., the employee refuses to correct behavior despite prior disciplinary action, and the employee commits more than one type of serious infraction). However, reprimands or suspensions that are five years old or older should not be used in imposing current disciplinary action. Employees dismissed from employment with the city are not

eligible for city employment for a period of one year following the date of the dismissal. However, *any* civil service employee dismissed because of excessive absences due to serious health condition or illness may request approval from the Mayor or the Mayor's designee to apply for a position. Medical documentation from a health care provider will be required to substantiate the serious medical condition or illness that led to the excessive absences.

Classified civil service employees are entitled to dismissal hearings by the Civil Service Commission, and except in situations where a threat to supervisors or other employees exists, such employees may not be suspended from duty until charges for dismissal are filed. Upon the filing of charges, the secretary of the commission shall notify its members and serve a copy of the charges upon the accused employee. Except in unusual circumstances, employees shall be given the option to resign in lieu of facing dismissal charges.

In cases where supervisors or the appointing authority have probable cause to believe employees are guilty of conduct justifying their removal or punishment, they shall immediately suspend those employees from duty or from both pay and duty pending a hearing before the commission; and, the employees shall not be placed on duty or allowed pay thereafter until the charges are heard by the commission.

Upon the hearing of the charges, the charges shall be considered traversed and put in issue, and the hearing shall be limited to the issues presented by the written charges; however, the charges may be amended prior to the hearing, in which event the notice procedures shall be again complied with and reasonable opportunity given for the preparation for the hearing on the amended charges.

The commission shall have the power to summon and compel attendance of witnesses at all hearings by subpoena issued by the secretary of that body and served upon the witnesses by members of the Division of Police or any officer authorized to serve subpoenas. If any witness fails to appear in response to a summons or refuses to testify concerning any matter on which they may lawfully be interrogated, any district court judge on application of the commission may compel obedience by proceedings for contempt as in the case of disobedience of a subpoena issued from the district court. Employees subpoenaed by the city to serve as the city's witnesses will be considered on-duty and will be paid for their time in attendance at their current hourly rate.

The accused shall have the right to have subpoenaed any witnesses they may desire, upon furnishing their names to the secretary. Subpoenas may be served on the request of the accused without charge. They shall be issued by the secretary and served by the Division of Police.

The action and decision of the commission on the charges shall be reduced to writing and kept in a book for that purpose, and the written charge shall be attached to the book containing the body's decision. The commission shall punish any employee found guilty (a) by reprimand or a suspension for any length of time not to exceed six months, (b) by reducing the grade, if the employee's classification warrants, (c) by combining any two or more of these punishments, or (d) by dismissal.

Procedure

1. Discuss with division director and department commissioner.
2. Contact the Department of Law for preparation of specific charges for dismissal.
3. Except in situations where a threat to a supervisor or other employee exists, an employee may not be suspended from duty until charges for dismissal are filed.
4. Present employee with charges for dismissal and give them an opportunity to resign.
5. If the employee refuse to resign, proceed by filing dismissal charges with the Mayor and placing the employee on suspension without pay.

Reference:

[Code of Ordinances, Sec. 21-44. – Dismissal and other punishments; causes, charges, proceedings.](#)

[Code of Ordinances, Sec. 21-45. – Suspension and reprimand; appeal.](#)

Employees may appeal oral warnings through the grievance procedure outlined in this handbook. In the case of classified civil service employees, all other disciplinary actions may be appealed to the Civil Service Commission.

Classified civil service employees may appeal written reprimands and suspensions to the Civil Service Commission by filing such appeal with the secretary to the commission in Human Resources within 10 days of issuance. The written reprimand or suspension will be upheld pending action of the commission.

The appealed suspension or reprimand may be reviewed, reduced, increased, or revoked by the commission after a hearing in which the persons taking the disciplinary action shall have reasonable opportunity under rules established by the commission to support their charges. The commission shall have the power, in the event it finds any suspension or reprimand hereunder in error, to take such action as shall be necessary to compensate the appealing employee for such error.

Reference:

[Code of Ordinances, Sec. 21-45. – Suspension and reprimand; appeal.](#)

[Code of Ordinances, Sec. 21-46. – Appeal to circuit court and court of appeals.](#)
4936-0750-7627, v. 1

APPENDIX B

The following salary schedule is effective the first full pay period beginning after Urban-Council ratified this Agreement:

FY27 Pay Scales

Effective the first full pay period after July 1, 2026

Officers	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$55,571.71	\$56,542.22	\$57,716.26	\$58,888.15	\$60,062.18	\$61,236.22	\$62,408.11	\$63,346.48
Hourly	\$ 26.717170	\$ 27.183760	\$ 27.748200	\$ 28.311610	\$ 28.876050	\$ 29.440490	\$ 30.003900	\$ 30.455040

Officers	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
Annual	\$64,284.85	\$65,341.06	\$66,397.26	\$67,453.46	\$68,509.67	\$69,683.70	\$70,857.74	\$72,147.46
Hourly	\$ 30.906180	\$ 31.413970	\$ 31.921760	\$ 32.429550	\$ 32.937340	\$ 33.501780	\$ 34.066220	\$ 34.686280

Sergeants	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$73,257.23	\$74,388.41	\$75,543.17	\$76,721.49	\$77,921.23	\$79,146.68	\$80,397.84	\$81,672.57
Hourly	\$ 35.219820	\$ 35.763660	\$ 36.318830	\$ 36.885330	\$ 37.462130	\$ 38.051290	\$ 38.652810	\$ 39.265660

FY28 Pay Scales

Effective the first full pay period after July 1, 2027

Officers	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$56,961.01	\$57,955.78	\$59,159.16	\$60,360.35	\$61,563.74	\$62,767.12	\$63,968.31	\$64,930.15
Hourly	\$ 27.385099	\$ 27.863354	\$ 28.441905	\$ 29.019400	\$ 29.597951	\$ 30.176502	\$ 30.753998	\$ 31.216416

Officers	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
Annual	\$65,891.98	\$66,974.58	\$68,057.19	\$69,139.80	\$70,222.41	\$71,425.79	\$72,629.18	\$73,951.15
Hourly	\$ 31.678835	\$ 32.199319	\$ 32.719804	\$ 33.240289	\$ 33.760774	\$ 34.339325	\$ 34.917876	\$ 35.553437

Sergeants	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$75,088.66	\$76,248.12	\$77,431.75	\$78,639.52	\$79,869.26	\$81,125.35	\$82,407.79	\$83,714.39
Hourly	\$ 36.100316	\$ 36.657752	\$ 37.226801	\$ 37.807463	\$ 38.398683	\$ 39.002572	\$ 39.619130	\$ 40.247302

FY29 Pay Scales

Effective the first full pay period after July 1, 2028

Officers	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$58,100.23	\$59,114.89	\$60,342.35	\$61,567.56	\$62,795.01	\$64,022.47	\$65,247.68	\$66,228.75
Hourly	\$ 27.932801	\$ 28.420621	\$ 29.010743	\$ 29.599788	\$ 30.189910	\$ 30.780032	\$ 31.369077	\$ 31.840744

Officers	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
Annual	\$67,209.82	\$68,314.08	\$69,418.34	\$70,522.60	\$71,626.86	\$72,854.31	\$74,081.76	\$75,430.17
Hourly	\$ 32.312411	\$ 32.843306	\$ 33.374200	\$ 33.905095	\$ 34.435989	\$ 35.026111	\$ 35.616233	\$ 36.264506

Sergeants	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$76,590.43	\$77,773.09	\$78,980.38	\$80,212.31	\$81,466.65	\$82,747.86	\$84,055.95	\$85,388.67
Hourly	\$ 36.822322	\$ 37.390907	\$ 37.971337	\$ 38.563613	\$ 39.166657	\$ 39.782624	\$ 40.411513	\$ 41.052248

FY30 Pay Scales

Effective the first full pay period after July 1, 2029

Officers	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$59,262.23	\$60,297.19	\$61,549.19	\$62,798.91	\$64,050.91	\$65,302.92	\$66,552.63	\$67,553.32
Hourly	\$ 28.491457	\$ 28.989034	\$ 29.590958	\$ 30.191784	\$ 30.793708	\$ 31.395633	\$ 31.996459	\$ 32.477559

Officers	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
Annual	\$68,554.01	\$69,680.36	\$70,806.70	\$71,933.05	\$73,059.39	\$74,311.40	\$75,563.40	\$76,938.78
Hourly	\$ 32.958659	\$ 33.500172	\$ 34.041684	\$ 34.583196	\$ 35.124709	\$ 35.726633	\$ 36.328558	\$ 36.989796

Sergeants	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$78,122.24	\$79,328.55	\$80,559.99	\$81,816.56	\$83,095.98	\$84,402.81	\$85,737.07	\$87,096.45
Hourly	\$ 37.558768	\$ 38.138725	\$ 38.730764	\$ 39.334885	\$ 39.949990	\$ 40.578276	\$ 41.219743	\$ 41.873292

APPENDIX C- FOP GRIEVANCE FORM



FRATERNAL ORDER OF POLICE

P.O. Box 8280
Lexington, KY 40533-
8280

Town Branch FOP Lodge #83, Inc

GRIEVANCE REPORT FORM

GRIEVANCE RECEIVED BY:	DATE	GRIEVANCE NO.	
ABOVE SECTION FOR FOP REPRESENTATIVE USE ONLY			

PLEASE PRINT OR TYPE				
NAME OF GRIEVANT		EMPLOYEE NUMBER		
GRIEVANT HOME ADDRESS	NUMBER AND STREET	CITY	STATE	ZIP
HOME PHONE	WORK PHONE	EMAIL		
IMMEDIATE SUPERVISOR AT TIME OF INCIDENT			RANK	
GRIEVANCE FIRST DISCUSSED WITH			DATE	
ARTICLE AND SECTION NUMBER OF CONTRACT VIOLATION				
STATEMENT OF GRIEVANCE (GIVE TIMES, DATES, WHO, WHAT, WHEN, WHERE, WHY, HOW) BE SPECIFIC.				

(CONTINUE ON SEPARATE PAGE IF NECESSARY)

REMEDY REQUESTED		
GRIEVANT'S SIGNATURE	DATE	TIME

**GRIEVANT MUST PROVIDE A COPY OF THIS FORM TO THE FOP REPRESENTATIVE IMMEDIATELY
FORM MUST BE GIVEN TO A BARGAINING AGENT OFFICER IT IS THE GREIVANT'S RESPONSIBILITY TO ASSURE THE FORM IS
RECEIVED**

STEP ONE

DATE RECEIVED	DATE OF MEETING	DATE OF RESPONSE (SEE ATTACHED)
SIGNATURE		

STEP TWO

DATE RECEIVED	DATE OF MEETING	DATE OF RESPONSE (SEE ATTACHED)
SIGNATURE		

STEP THREE

DATE RECEIVED	DATE OF MEETING	DATE OF RESPONSE (SEE ATTACHED)
SIGNATURE		

STEP FOUR

DATE RECEIVED	DATE OF MEETING	DATE OF RESPONSE (SEE ATTACHED)
SIGNATURE		

Below Section For FOP Bargaining Agent Use Only

RECOMMENDATIONS OF GRIEVANCE COMMITTEE		
DATE	FINAL DISPOSITION OF GRIEVANCE	
DATE	GRIEVANT NOTIFIED BY	METHOD OF NOTIFICATION

APPENDIX D- PROMOTION AND TRANSFER FORM

Please check one:

- ☐ Transfer
☐ Promotion

Please check if received:

- ☐ Diploma / Transcripts
☐ DD 214 / Military ID
☐ Corrections Certificate
☐ Training Certificates

PROMOTION & TRANSFER FORM

Name: _____

Date of Hire: _____

Employee Number: _____

Date of Rank: _____

Current Assignment: _____

I am applying for promotion to the rank of _____.

-or-

I am requesting a transfer to the position of _____.

I understand that, if I am selected for promotion or transfer, then my regular days off may change based on my seniority and availability in my new assignment. *Initial:* _____.

I understand that I must attach a copy of all necessary documentation when I submit this form to the Director or his designee, and that my failure to submit necessary documentation may impact my eligibility for promotion or transfer. *Initial:* _____.

Please answer the following questions and enter the correct number of points resulting from each question in the column labeled "*Applicant.*" The Division of Human Resources or your command staff will verify your answers in the column labeled "*Verification.*"

		APPLICANT		VERIFICATION
1	According to the Training Unit, have you obtained forty (40) hours or more of training in the last calendar year?	Yes ☐	No ☐	<i>Initial:</i> _____
2	According to the Training Unit, have you completed all mandatory training classes for your current position in the last calendar year?	Yes ☐	No ☐	<i>Initial:</i> _____
3	If you have answered "No" to either of the foregoing questions, then you must speak to your command staff. You may need to request a waiver of training requirements from the Director.			
4	Have you received any disciplinary actions higher than a written reprimand in the last calendar year?	Yes ☐	No ☐	<i>Initial:</i> _____
5	Have you received any disciplinary actions for attendance in the last two (2) calendar years?	Yes ☐	No ☐	<i>Initial:</i> _____

6	If you have answered “Yes” to either of the foregoing questions, then you must speak to your command staff. You may be ineligible for promotion or transfer.		
7	*Only applicable if applying to the rank of Lieutenant* I have completed _____ years in the building. Multiply the number of years by two (2) to get your score. <i>For example: If you have 5 years, then you would receive 10 points for this question ($5 \times 2 = 10$).</i>	<i>Max Points: 24</i> _____	<i>Initial: _____</i>
8	I am a step _____ officer / sergeant. Multiply the step number by ten (10) to get your score. <i>For example: If you are a step 5 officer, then you would receive 50 points for this question ($5 \times 10 = 50$).</i>	<i>Max Points: 160</i> _____	<i>Initial: _____</i>
9	Please select one (1) of the following options and insert the resulting number of points in the column to the right: i. If you have earned credit hours from an accredited college or university, but you have not obtained a degree, then you may enter five (5) points for every full year, i.e., thirty (30) credit hours, for a maximum of fifteen (15) points. ii. If you have obtained a certification from a trade school involving at least one (1) year of full-time coursework, then you may enter five (5) points. iii. If you have obtained a certification in the field of corrections issued by an accredited college or university, then you may enter ten (10) points. iv. If you have obtained an associate degree from an accredited college or university, then you may enter ten (10) points. v. If you have obtained a bachelor’s degree from an accredited college or university, then you may enter twenty- (20) points. vi. If you have obtained a master’s degree or higher from an accredited college or university, then you may enter twenty-five (25) points.	<i>Max Points: 25</i> _____	<i>Initial: _____</i>

	vii. If you do not qualify for one (1) of the foregoing options, then you must enter zero (0) in the column to the right. You must submit a copy of your diploma or certification AND your academic transcript.		
10	Please select one (1) of the following options and insert the resulting number of points in the column to the right: i. If you are currently serving in the military, or you were honorably discharged from the military, you may enter five (5) points for each year of service completed. ii. If you were not a member of the military, or do not otherwise qualify for the above option, you must enter zero (0) points. You must submit a copy of DD Form 214 or your current Military ID.	<i>Max Points: 25</i> _____	<i>Initial: _____</i>
11	Please select one (1) or more of the following options that apply and insert the resulting number of points in the column to the right with the max score of twenty (20) points: i. If you are currently an FTO, then you may enter ten (10) points. ii. If you are currently a member of TRT or Color Guard, then you may enter ten (10) points. iii. If you are currently a member of CCPC, or Peer Support then you may enter five (5) points. iv. If you do not qualify for any of the foregoing options, then you must enter zero (0) in the column to the right.	<i>Max Points: 20</i> _____	<i>Initial: _____</i>
12	Please select one (1) or more of the following options and insert the resulting number of points in the column to the right with the max score of twenty-five (25) points:	<i>Max Points: 25</i> _____	<i>Initial: _____</i>

	i. If you have ever received a Purple Heart or Medal of Honor, then you may enter twenty (20) points. ii. If you have ever received an Award of Valor, then you may enter fifteen (15) points. iii. If you have ever received a Gold or Silver Lifesaving Award, or Officer/Supervisor of the Year, then you may enter ten (10) points. iv. If you have ever received any of the following awards, then you may enter five (5) points: • Chief's Commendation Award • Distinguished Service Medal • Meritorious Service Medal • Distinguished Community Service Medal • Meritorious Community Service Medal • Division of Public Safety Interservice Award v. If you have received more than one (1) of the foregoing awards or distinctions, then you may combine points with a maximum of twenty-five (25) points. <i>For example: If you have received a Medal of Honor and a Life Saving Award, then you may enter twenty-five (25) points.</i> vi. If you do not qualify for one (1) of the foregoing options, then you must enter zero (0) in the column to the right. You must submit a copy of each of your awards or distinctions.		
13	Please select one (1) of the following options and insert the resulting number of points in the column to the right: i. If you have served for the last eighteen (18) months without disciplinary action, then you may enter fifteen (15) points. ii. If you have served for the last twelve (12) months without disciplinary action, then you may enter ten (10) points. iii. If you have served for the last six (6) months without disciplinary action, then you may enter five (5) points.	<i>Max Points: 15</i> _____	<i>Initial: _____</i>

	iv. If you do not qualify for one (1) of the foregoing options, then you must enter zero (0) in the column to the right.		
14	Please select one (1) of the following options and insert the resulting number of points in the column to the right: i. If you have obtained your Certified Jail Officer (CJO) distinction from the American Jail Association, then you may enter ten (10) points. ii. If you have obtained your Certified Jail Supervisor (CJS) distinction from the American Jail Association, then you may enter fifteen (15) points. iii. If you do not qualify for one (1) of the foregoing options, then you must enter zero (0) in the column to the right.	<i>Max Points: 20</i> _____	<i>Initial: _____</i>
15	I have completed ____ hours of corrections related training outside my required 40 hours of in-service. For every ten (10) hours of training completed you may enter one (1) point. <i>For example: If you have 17 training hours, then you would receive 1 point for this question. If you have 20 training hours you would receive 2 points.</i> <i>Approved Training must be from the National Institute of Corrections (NIC), American Jail Association (AJA), Corrections One, Kentucky Jailers Association (KJA), National Sheriff's Association (NSA), American Correctional Association (ACA), Kentucky Department of Corrections (DOC), or any other corrections specific training attended as a representative of the Division.</i> You must submit a copy of all training certificates or transcripts.	<i>Max Points: 20</i> _____	<i>Initial: _____</i>
16	Please add your points from each of the preceding questions and insert the resulting number in the column to the right.	Total Points: _____	<i>Initial: _____</i>

VERIFICATION

I verify that all the foregoing information is true and correct to the best of my knowledge and belief.

Signature: _____

Date: _____

For Promotional Process:

In addition to completing the application in PeopleSoft, this form must be completed and submitted to Human Resources by the closing date of the application process.

For Transfer Process:

You must submit this form to the Bureau Commander of the vacancy by the filing deadline listed in the notification of the vacancy.

This section is completed by the Division of Human Resources (If used for promotion) or your command staff.

Name: _____

Date: _____

Total Points: _____

Does this number equal the total points calculated by the applicant? Yes ☐ / No ☐

If not, please explain the difference:

PROMOTIONAL PROCESS:

This employee ranks _____ out of _____ total applicants for promotion.

Signature: _____
Director of H.R. or Designee

Date: _____

TRANSFER PROCESS:

This employee ranks _____ out of _____ total applicants for the vacant position.

Does this employee rank in the top five (5) applicants, including all employees tied for the top five (5) positions, and qualify for the oral interview phase of the transfer process? Yes ☐ / No ☐

Signature: _____
Chair of Transfer Committee

Date: _____

APPENDIX E- ALCOHOL AND DRUG FREE WORKPLACE POLICY

Chief Administrative Office	Date of Issue	Expiration Date	No.
POLICY MEMORANDUM	October 6, 1997 Revised March 19, 2024 Revised April 19, 2024 Revised January 1, 2025	N/A	7
TO: ALL Divisions and Departments	Subject: REVISED ALCOHOL AND DRUG FREE WORKPLACE POLICY		
SIGNATURE:			
COMMENTS: This is the revised alcohol and drug free workplace policy which is distributed during employee orientation. The revised policy is effective as of January 1, 2025. A policy relating to medicinal cannabis is separately issued, supplemental to this policy, and is likewise effective as of January 1, 2025 – please refer to CAO Policy 63: Medicinal Cannabis.			

I. POLICY STATEMENT

The Lexington-Fayette Urban County Government (LFUCG) is committed to providing a healthy and safe environment for its employees. The influence of alcohol, use of illegal drugs, and misuse of legal drugs creates an impairment that subjects fellow employees, property, and the public to an increased risk of injury and/or damages that would not exist in an alcohol and drug free workplace. To create and maintain an alcohol and drug free environment this policy will be strictly followed. **The Director of Human Resources shall be responsible for the establishment and the administration of the operational procedures necessary to implement this policy.** LFUCG reserves the right, where administrative procedures fail, to pursue all remedies deemed appropriate.

Under LFUCG ordinances, policies, and procedures, employees who violate these standards of conduct are subject to disciplinary action which ranges from suspension without pay to termination of employment. Results may also be reported to law enforcement if LFUCG suspects that a crime has been committed. For the purposes of detecting alcohol and illegal drug use/abuse, a drug and/or alcohol test will be requested. All tests shall be done in accordance with applicable law consistent with the employee's constitutional rights. Refusal to submit to a drug test and alcohol test, including an employee's failure to complete a required drug test such as by failing to provide a sample that can be tested or any other failure to comply with testing, shall be grounds for immediate dismissal.

II. JURISDICTION

LFUCG shall retain jurisdiction over all LFUCG employees. Policies established by LFUCG shall comply with applicable law consistent with the employee's constitutional rights of privacy and due process of law. Where this policy and applicable collective bargaining agreements are in conflict, the collective bargaining agreement(s) shall prevail. Statutes shall prevail over matters in this policy unless the statutes allow the adoption of stricter standards.

All LFUCG places of employment including property and buildings are covered under this policy. LFUCG reserves the right to search government property at any time and to search employees' personal property as allowed by law. Notwithstanding the foregoing, any employee while at any function under the auspices of LFUCG official business, regardless of time and/or locality, are subject to this policy.

III. CONDITIONS OF EMPLOYMENT

Adherence to and compliance with this policy, including but not limited to, the rules, regulations, policies, and procedures is a condition of employment with LFUCG. Execution of the Alcohol and Drug Free Workplace Policy acknowledgement form is a required condition of employment with LFUCG.

IV. DEFINITIONS (All definitions are for the purpose of this policy)

- A. **Accident** - Any unintentional occurrence of events which leads to property damage, physical injury, or death.
- B. **Actual Physical Control** - Term referring to driver's or operator's physical position and capabilities which permit someone to control, manipulate, readily set into motion, operate or utilize vehicles, machinery or equipment.
- C. **Alcohol** - Any ingested substance containing alcohol that can produce a mind or body function alteration.
- D. **Blood Alcohol Content (BAC)** - A scientific metric measurement of alcohol from a specific measured sample of breath expressed in percentage.
- E. **Blood Alcohol Test (BAT)** - A medically acceptable procedure or scientifically approved instrumentation test to determine the content of alcohol in the blood.
- F. **Chain of Custody** - The ability to identify each person or facility who has control of a sample at any given time from the time the sample is taken until a final disposition occurs.
- G. **Commercial Drivers/Commercial Driver's License (CDL)** - Without exception, any person employed by the LFUCG required by federal or state law to acquire, possess and maintain a CDL.
- H. **DOT** – U.S. Department of Transportation.
- I. **Drug** - Any chemical substance that alters a mind or body function when entering the body.
 - 1. **Illegal Drugs**
 - a) Any chemical substance which, by federal or state law, cannot be obtained legally, unless prescribed by a duly licensed physician or health care worker authorized to dispense them.
 - b) Any drug which has been legally obtained by prescription, but which is used or distributed by one whose name does not appear on the prescription container or not used in the prescribed manner by the

person whose name appears on the prescription container.

- c) Any combination of alcohol and legal or illegal drugs will be classified as illegal when the used intent is for misuse or abuse.

2. Legal Drugs

a) Prescribed drugs, controlled substance or chemical

Any drug or chemical prescribed by a physician or health care worker licensed and authorized to dispense drugs, that is not classified as illegal per this policy. These drugs are considered legal drugs so long as:

- (1) The prescribed drugs on/in LFUCG property are in the original container with the employee's name, the doctor's name, and prescription identification on the label.
- (2) The prescription drugs are taken only as prescribed, in dosage and frequency, and taken only by the person whose name appears on the prescription container.

b) Over-the-counter drugs, chemicals, or substances

Drugs, chemicals, or substances that are commercially available without a prescription and can be legally obtained, not altered, and used for the intended purpose, and in amounts medically recommended in expressed written instructions of the manufacturer shall be considered legal drugs; and, if on LFUCG property, which must be in their original container.

- J. **Drug Paraphernalia** - Any item used for administering, packaging, or transporting illegal drugs.
- K. **Drug Test** – A test, scientifically designed and medically approved, that determines the presence of drugs in the body.
- L. **Evidential Breath-Testing Device (EBT)** - A specifically designed device, approved by the National Highway Traffic Safety Administration (NHTSA), used by a certified breath-alcohol technician, following specific breath-testing procedures, in the collection and analysis of breath samples to determine the BAC level.
- M. **Employee** - One working for another for wages or salary, who is directed and controlled during working hours by the employer. An independent contractor is not an employee.
- N. **Impaired** - Physical or mental behavior that has been altered by the introduction of alcohol into the body. An employee is "impaired" if any amount of alcohol is present in the blood, breath, or urine which results in a BAC of 0.02% or above

and under 0.04%. An employee whose BAC is 0.04% or above is considered "under the influence".

- O. **Integrity Check** - A fail safe mechanism, built into the urinalysis/urine drug screen, which measures the level of certain elements normally found in the body that become abnormal when a urine sample to be tested is diluted or altered.
- P. **Medical Staff** - Authorized personnel qualified by license or certification to perform medical procedures.
- Q. **Medical Review Officer (MRO)** - A licensed doctor or doctor of osteopathy specifically authorized to receive results generated by the authorized and approved LFUCG drug and alcohol testing program laboratory.
- R. **Other LFUCG Personnel** - Any individual who occupies a civil service, non-civil service, temporary, part-time, or seasonal position in the LFUCG.
- S. **Positive Drug Screen** - The results of an approved medical or scientific test, properly reviewed and approved by a MRO, that reveal the presence of an illegal substance in the human body.
- T. **Reasonable Suspicion** – Whether a reasonable, prudent individual believes, based upon their observation of objective factors such as the individual's appearance, speech, behavior, or other conduct and facts, that someone is under the influence of drugs or alcohol; or that based on observation or information that drugs and/or alcohol is being used or stored on LFUCG property.
- U. **Safety Sensitive Function** - Any activities that when performed by an employee, would present or impose a possible or real inherent danger to the person, others, or property.
- V. **Substance Abuse Professional (SAP)** – A person who evaluates employees who have violated a DOT drug and alcohol program regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.
- W. **Substance** - As used in this context, a substance is any chemical compound that will adversely alter the mind or body function when entering the body.
- X. **Sworn Personnel** - Any individual who occupies a "sworn" position in the Divisions of Police, Fire & Emergency Services, or Community Corrections.
- Y. **Testing facilities** - Any physical area designed to accurately administer scientific and medically approved tests.
- Z. **Under the Influence** - Physical or mental behavior that has been adversely altered or impaired by the introduction of drugs or alcohol into the body. In the case of alcohol, an employee whose BAC is 0.04% or above is considered "under the

influence.” An employee whose BAC is 0.02% or above and under 0.04% is considered “impaired.”

AA. **Urinalysis/Urine Drug Screen** - Urine samples are screened for specified drugs and/or their metabolites utilizing enzyme immunoassay (EIA) using defined cutoffs.

1. A urine sample found to be positive by the EIA methodology is then confirmed by gas chromatography mass spectroscopy (GCMS).
2. All urine drug screens and confirmations are to be conducted by a laboratory recognized and approved by the Substance Abuse and Mental Health Services Administration (hereafter referred to as SAMHSA).

V. **PROHIBITED BEHAVIOR**

The following behavior and activities are prohibited under this policy:

- A. Use, possession, distribution, or sale of alcohol, illegal drugs or drug paraphernalia or the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances on government property or within government vehicles.
- B. Being impaired anytime during the workday, including rest periods and lunch breaks, as a result of using, on the job or off the job, alcohol, illegal drugs, misusing a legally prescribed drug, over-the-counter medication, or any chemical substance.
- C. Being impaired at any time while in official "on-call" status, where an employee has been designated to respond under certain conditions or have been issued a mobile/cell phone, beeper or radio to which they must respond if called.
- D. Those "on-call" employees who are called back and impaired are prohibited from responding or reporting to their work site or job, shall not accept or respond to any assignment or recall, and shall immediately report their impairment to their supervisor and/or Division Director via telephone.
- E. Being impaired at any time in a government owned vehicle as a result of using alcohol, legal or illegal drugs, over-the-counter medication, or any chemical substance.
- F. A BAC of 0.02% or above, or while impaired at any level by any drug.
- G. Ingesting any alcoholic substance within eight (8) hours after a Critical Incident.
- H. Use of any drugs within eight (8) hours after a Critical Incident without medical authorization or outside of medical treatment.
- I. Storing in a locker, desk, vehicles, or other places on government premises any illegal drug, drug paraphernalia, or alcohol; this prohibition also extends to the storing of medicinal cannabis on government premises or in government property.

- J. Refusing to provide a hair, blood, urine, saliva, or breath sample for testing; under this policy, refusal shall be construed broadly to include any failure by the employee to complete a required drug test, such as by failing to provide a sample that can be tested or any other failure to comply with testing.
- K. Switching or altering or attempting to switch or alter any submitted specimen for testing.
- L. Testing positive for drugs and/or alcohol.
- M. Refusing to complete a medical questionnaire or consent form, a laboratory chain of custody form, or knowingly providing false information.
- N. Failure to report to the employee's immediate supervisor and/or Division Director, the use of any legal drug which may adversely alter the employee's behavior, physical or mental ability.
- O. Failure to report to the employee's immediate supervisor and/or Division Director, any arrests, summons, charges, indictments, issuance of citations, or conviction(s) relating to incidents involving alcohol or drugs.

VI. **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Early recognition and treatment of drug or alcohol abuse is important for successful rehabilitation. LFUCG encourages the earliest possible diagnosis and treatment for substance or alcohol abuse.

LFUCG has established and maintains an Employee Assistance Program ("EAP") which informs employees of the dangers of alcohol and drug abuse and offers assistance to employees seeking help for alcohol or drug abuse. However, neither the offering of EAP nor an employee availing themselves of EAP as described herein shall prohibit LFUCG from seeking dismissal of an employee as stated in the guidelines.

A. Employees Who Seek Assistance

PRIOR TO the arising of any cause, the occurrence of any incident, or any other notification of required workplace drug and/or alcohol testing under this Policy, an employee may acknowledge their drug or alcohol abuse. Once acknowledged, the employee may secure a leave of absence to undergo rehabilitation. The program must be approved by the Director of Human Resources as being a certified rehabilitation program. In cases where the employee is not able to secure a program, Human Resources shall schedule an appointment for the employee with an EAP provider who will determine a recommended treatment plan. The employee must complete and satisfy all requirements of the recommended plan of care mandated by the licensed medical provider.

An admission of substance abuse, including alcohol, will not subject the employee to disciplinary action providing the foregoing process is followed and the rehabilitation program is successfully completed by the employee.

Should the employee commit to rehabilitation, a determination will be made by the Director of Human Resources and the employee's Division Director as to whether the employee must take a leave of absence during rehabilitation or whether the employee can remain on the job in a current or available substitute duty capacity during rehabilitation, performing duties that pose no risk to fellow employees, property, or the general public. This decision will be based on objective findings such as advice from the treatment provider and the availability of alternate job duties or assignments, etc. Refusal to commit to an authorized rehabilitation program will be immediate grounds for dismissal.

Once the employee is authorized to return to work, subsequent testing for continued substance use/abuse will be performed periodically and/or as otherwise recommended by the treatment provider.

B. Employees Who Test Positive

Any employee who tests positive for drugs or alcohol will be mandated to meet with a Substance Abuse Professional (SAP) in order to begin the rehabilitation process, unless charges are filed for dismissal.

The SAP will conduct an assessment and recommend a treatment plan including future drug tests and, if necessary, a referral to another authorized rehabilitation facility or program.

Refusal to commit to and complete an authorized rehabilitation program, after a confirmed positive drug/alcohol test, will be immediate grounds for dismissal.

Should the employee commit to rehabilitation, a determination will be made by the Director of Human Resources and the employee's Division Director as to whether the employee must take a leave of absence or sick time during rehabilitation, or whether the employee can remain on the job in a current or available substitute duty capacity during rehabilitation, performing duties that pose no risk to fellow employees, property, or the general public. This decision will be based on objective findings such as advice from the treatment provider and the availability of alternate job duties or assignments, etc.

Once a rehabilitation program is successfully completed and prior to returning to normal job duties, in addition to mandatory drug testing, a return-to-duty drug and/or alcohol screening will be given. Failure of this test and the secondary confirmation test (if requested by the employee) will cause dismissal proceedings to be commenced immediately before the appropriate disciplining body.

Employees who test positive, regardless of whether they enrolled in or completed a rehabilitation program or whether they are assigned to regular or substitute

duties, shall be subjected to random or spot check screening to determine if they are in fact remaining drug and/or alcohol free.

Should any subsequent test, confirmed by a second laboratory independent test (if requested and paid for by the employee) show a positive result, dismissal proceedings shall be instituted immediately with no opportunity to show cause.

C. Loss of Driver's License and/or Commercial Driver's License (CDL)

Employees who lose their driver's license and/or commercial driver's license (CDL) may have an opportunity to demote to a position that does not require a driver's license or CDL at the discretion of the employee's Division Director in consultation with the Director of Human Resources.

Employees who lose their driver's license and/or CDL and refuse, are not permitted, or are unable to demote due to a lack of an available position shall have charges for dismissal filed with the Civil Service Commission or the Urban County Council, whichever is appropriate.

D. Cost of Rehabilitation

The initial cost of rehabilitation evaluation provided by the LFUCG's SAP will be covered by LFUCG; additionally, LFUCG will cover up to \$250 of the treatment program; however, other fees for services not covered by the SAP will be the responsibility of the employee.

VII. EMPLOYEES' REPORTING RESPONSIBILITIES

A. Legal Drugs

For certain job positions, an employee's use of any legal drug can pose a significant risk to the safety of the employee or others.

Employees who know or should know that the use of any legal drug may present a safety risk, shall immediately report such drug use to their immediate supervisor and Division Director to determine job related consequences.

It shall be the sole responsibility of each employee to take prescribed and/or over-the-counter medications only after having read, having been read to, or having been informed of, and having complied with the express written directions, including dosage limitations, warnings, and drug interaction precautions listed on the respective packaging.

Prior to ingesting any prescribed medication or over-the-counter medication, it shall be the sole responsibility of the employee to inquire from the attending physician, pharmacist, or health care provider if the prescribed medication may limit or impair their ability to perform the duties of the employee's position in any way.

Should any legal drug adversely alter the senses of or prevent the employee from performing the job duties in a safe and productive manner, it shall be the responsibility of the employee to notify their immediate supervisor and/or Division Director, advising them of the limitations the legal drug poses. Supervisors who are aware of such a situation are to instruct the employee to report performance problems.

The supervisor, in counsel with the Division Director and the Director of Human Resources, shall then determine if the employee can safely and effectively perform the assigned job duties while taking the legal drug. If it is determined that the employee cannot perform the job duties safely and effectively, the employee may be required to take a leave of absence, take sick time, or be assigned other duties to be determined by the Division Director and the Director of Human Resources.

LFUCG reserves the right to have a government authorized physician review any legal drug usage, including prescription, over-the-counter, or other substances, to determine if the proper dosage or combinations recommended or authorized may adversely affect the employee's ability to perform their duties safely and efficiently.

In cases of an unexpected adverse reaction to any legal drug while at work, the employee, without delay, shall immediately notify their immediate supervisor and Division Director.

All employees who have an unexpected adverse reaction to any legal drug shall, without delay, safely cease operating machinery, vehicles, or equipment where continued operation while impaired may be inherently dangerous and shall immediately notify their immediate supervisor or Division Director.

No supervisor or Division Director may assign, direct, or order an employee to continue operating a vehicle or equipment, or perform a safety sensitive function while impaired or perceived to be impaired.

B. Alcohol/Drug-Related Offenses

Any employee who is arrested, summoned, charged, indicted, issued a citation, or convicted relating to any incidents involving alcohol or drugs or is in violation of any law or ordinance pertaining to the illegal manufacturing, distribution, dispensation, possession or use of alcohol, legal or illegal drugs, or foreign substances shall immediately report such arrest or summons to their Division Director, who will in turn report same to the Director of Human Resources.

Such employees shall further be obligated to keep their respective Division Director apprised of the court status and final disposition of the case. **Failure to report such violations may be considered grounds for dismissal.**

C. Medicinal Cannabis

Eligible employees should consult CAO Policy 63: Medicinal Cannabis, to determine when and under what circumstances the employee may be under an

obligation to, or may be otherwise provided the opportunity to, report their authorized use of medicinal cannabis to invoke the accommodation provided by that policy. Violations of CAO Policy 63: Medicinal Cannabis shall be subject to appropriate disciplinary action, up to and including dismissal.

VIII. **REFUSAL TO SUBMIT TO A PROPER REQUEST FOR TESTING**

For the purposes of detecting alcohol and/or illegal drug use/abuse, drug and/or breath alcohol tests (BAT) will be requested. All tests shall be administered in accordance with applicable law consistent with the employee's constitutional rights. Refusal to submit to a drug test and a breath alcohol test (BAT) shall be immediate grounds for dismissal; for purposes of this section, refusal to submit shall be construed broadly to include **any** failure by the employee to complete a required drug or alcohol test, such as by failing to provide a sample that can be tested or any other failure to comply with testing.

IX. **TESTING SAFEGUARDS, TERMINOLOGY AND GUIDELINES**

LFUCG will utilize approved testing facilities and methods to ensure proper protocol and integrity of specimen collection including chain of custody procedures. When specimen collection testing methods fail, blood serum may be utilized. Alcohol and/or drug screening shall be conducted under the following circumstances:

A. **Testing Safeguards**

The following procedures conform to SAMHSA drug testing protocol:

1. Employees required to submit to any drug or alcohol testing will sign, prior to testing, the laboratory form consenting to drug or alcohol testing, and to release the results to the MRO and Division of Human Resources.
2. All drug and alcohol testing referred to in this policy shall be performed in accordance with current federal regulations:
 - a) Clinical testing will be performed by a fully accredited laboratory and not by any employee of the LFUCG.
 - b) Collection and safeguarding of test specimens, with a valid chain of custody, shall follow strict chain of custody procedures.
 - c) Validation by a second confirmation test and verification of all positive test results by referral to the MRO. All interpretation of drug and alcohol testing will be performed by the MRO and not by the testing facility.
3. Before any action is taken against an employee who tests positive, the employee will be given an opportunity to explain the results directly to the MRO.

4. All testing is done from specimens collected under highly controlled conditions. Specimen collection procedures published in this policy shall be strictly adhered to and shall be subject to continuing review and possible change for the protection of the employee. These include, but are not limited to, the review and inspection of:
 - a) Designated collection sites and procedures.
 - b) Security measures and procedures of the collection sites.
 - c) Chain of custody documentation procedures and security.
 - d) Security measures and procedures for the specimens:
 - (1) At the collection site.
 - (2) During transportation to the laboratory.
 - (3) Storage of specimens at the collection site in lieu of transportation.
 - e) Laboratory certifications, ratings, and authorization approval from the SAMHSA.
 - f) Security measures and procedures of the laboratory sites.
 - g) Laboratory safeguards and procedures for handling specimens.
 - h) Laboratory integrity checks and procedures.
 - i) Storage of specimens at the laboratory site for future testing and re-testing.
5. All urine specimens will be submitted to the laboratory for testing.
6. Two (2) primary tests may be performed by the laboratory:
 - a) Initial test-enzyme immunoassay (EIA) method.
 - b) Confirmation test - gas chromatography mass spectroscopy (GCMS) method.
7. If the initial test (EIA) results are negative, the laboratory will conduct no more testing with the sample and shall report the results as "negative" through the MRO to the Director of Human Resources.
8. If the initial test (EIA) results are positive, in that the drug exceeds the test standard cutoff levels, the laboratory will conduct a secondary confirmation

test from the same specimen by using gas chromatography mass spectrometry (GCMS).

9. If the confirmation test (GCMS) results are positive, the laboratory will secure, safeguard, and store the specimen for future testing or re-testing.
10. The laboratory will report, in writing, the positive test results to the MRO only for review and/or investigation.
11. The MRO will contact the employee to review the positive test results with the employee and request an explanation of or the reason for the presence of the prohibited substance.
12. The MRO will notify, in writing, the Director of Human Resources or designee of the positive test results.
13. The Division of Human Resources will send a Notification of Positive Results to the employee's Division Director reporting the positive test results and advising the Division Director how to proceed, both removing the employee from the workplace and advising of the appropriate disciplinary steps.
14. If the employee wants the split specimen to be tested, they must make that request, within the 72-hour limitation, through the MRO.
15. A split sample utilizes the remaining stored 30-ml of the initial specimen, which tested positive, to be tested at a different SAMHSA-certified drug-testing laboratory.
16. If the second portion, which is required to be stored at the initial testing laboratory, is not available or is an insufficient amount for testing, the test is then considered negative, and no disciplinary actions are to be imposed.
17. Split sample testing of the original sample will be tested with no cut-off levels. If the split sample results are negative, then no additional testing will be performed and the secondary testing laboratory will notify the MRO, in writing, that the split sample test results were "negative".
18. No disciplinary action will be imposed on any employee with a negative test result.
19. Positive split sample results will be reported to the MRO, in writing, for review and comparison to the initial testing laboratory findings. The MRO will not notify the employee of the split sample test results.
20. Positive split sample results, after review and confirmation will be reported by the MRO, in writing, to the Director of Human Resources or designee.

B. Pre-Employment Screening (PES)

All persons being considered for employment will be required to submit to pre-employment alcohol and/or drug screening as part of the pre-employment process. All offers of employment are conditioned under the applicant submitting to and successfully completing and passing an alcohol and/or drug screening in accordance with this policy.

Should testing reveal a positive result for illegal drugs or BAC of 0.02% or above, the individual will be deemed ineligible for hire.

C. Reasonable Cause Testing (RCT)

Employees will be tested for drugs or alcohol when reasonable suspicion exists to support a belief that the employee is under the influence of drugs or alcohol or that the employee's behavior or work performance has been affected by drugs or alcohol. Employees may be required to submit to a drug and alcohol test if an employee's supervisor or other person in authority has a reasonable suspicion, based on objective factors such as the employee's appearance, speech, behavior, or other conduct and facts, that the employee possesses or is impaired or under the influence of illegal drugs, impaired or under the influence of alcohol, or both. The basis for the decision shall be documented, in writing, by at least two (2) trained supervisors or by professional law enforcement or medical personnel. A determination will be based upon observation and documentation of:

1. The detection of an odor of alcohol emitting from the employee.
2. Observation(s) of the employee's speech being unusually slurred or noticeably different without a proper medical reason being given.
3. Observation(s) of the employee's actions or conduct as being noticeably different or impaired and not consistent with normal conduct and without proper explanation.
4. Observation(s) that the employee's appearance, in conjunction with the above, indicates that the employee is impaired.

At the request of the observing authorities, the employee may be required to submit to an independent blood/breath/urine test to determine if the employee is impaired. The requested testing is to be done within two (2) hours but no later than eight (8) hours after the observation. All results of such testing will be delivered immediately to a representative of Human Resources.

D. Post-Critical Incident (PCI) Testing

Employees shall immediately notify their supervisor and will be tested for drug use and blood/breath alcohol presence based on any of the following events:

1. Involvement in a vehicle accident with damage to the vehicle(s) and/or other property.
2. Involvement in a work-related accident or incident in which there is:
 - a) one (1) or more fatalities; or,
 - b) one (1) or more injuries requiring treatment by a medical professional.
3. Involvement in equipment or property damage.

The notified supervisor is responsible for ensuring testing occurs:

1. Within two (2) hours of the incident; or,
2. Within two (2) hours of being released from law enforcement, but no later than eight (8) hours after the incident.

E. Testing in Conjunction with a Treatment Program

Employees who are participating in a treatment program will be required to submit to mandatory drug and/or alcohol screening as recommended by the Substance Abuse Professional (SAP) to ensure that such employees are remaining drug and/or alcohol free. The duration and frequency of such tests will be determined by the SAP. Nothing in this section shall prohibit Human Resources from requiring additional screenings. A "return-to-duty" test will be performed on all employees participating in this program prior to returning to their job.

Employees who have had a confirmed prior positive result for alcohol and/or drugs and have a subsequent confirmed positive test for alcohol and/or drugs, shall be immediately processed for dismissal.

F. Random Testing (RAN)

Random Testing means that drug and/or alcohol tests are unannounced and that through a random selection process those employees listed below may be selected. The following are pools for random selection:

1. Sworn Personnel – Community Corrections
2. Sworn Personnel – Fire & Emergency Services
3. Sworn Personnel – Police
4. Enhanced 911 Personnel
5. CDL Holders

6. Previous Positive Test

Employees selected for random testing by the random selection procedures specified within this policy shall be subjected to testing of their blood, breath, or urine for the presence of alcohol and/or drugs within their system.

During **ANY** random testing, if a medical staff member of an approved medical facility detects an employee to be under the influence of drugs and/or alcohol, the employee may be required to submit to additional blood or breath testing prior to submission of the urine specimen, for the purpose of establishing their BAC.

Employees who have reported to any approved medical facility for testing under this policy and are obviously impaired and have a confirmed BAC test result of 0.02% or above, shall be immediately reported by the medical facility to the Director of Human Resources or designee.

X. **CONFIDENTIALITY**

Information, including test results obtained on individuals as part of this drug and alcohol abuse policy, shall be treated confidentially. No tests for medical conditions shall be run on samples provided for drug screening. Any medical condition inadvertently identified by drug screening shall remain confidential and shall not be reported to the LFUCG.

XI. **RANDOM SELECTION PROCEDURES**

- A. The Division of Human Resources shall initiate, maintain, and update software containing accurate information for random selection procedures.
- B. A letter of notification for each employee selected will be sent to their respective division.
- C. An employee must take a photo identification to the nearest testing facility within two (2) hours of being notified of their random selection.
- D. Employees who are on vacation, off-duty, or on sick or disability leave, shall not be called in from that status. The Division Director or their alternate shall immediately notify the Division of Human Resources of any employee who is unavailable for testing. Such will be documented on the letter and returned to Human Resources.

XII. **TESTING FACILITIES**

The Division of Human Resources maintains a current listing of approved testing facilities.

XIII. **SEARCHES**

The Urban County Government reserves the right to conduct searches of Urban County Government-owned property including, but not limited to, lockers, desks, and government-

owned/leased vehicles. Employees will be expected to cooperate in conducting the searches.

Searches of employees and employees' personal property located on government property, including automobiles, will only be requested of law enforcement upon reasonable suspicion that the employee is under the influence of illegal drugs or alcohol, or that illegal drugs or alcohol are being kept on personal property, which is located on government property. **Searches shall only be conducted by law enforcement, and only where there is probable cause to do so.**

XIV. **DISCIPLINARY ACTION**

A. **Drugs**

Use of, possession of, or a positive urine drug screen and confirmation of the presence of an illegal drug, shall result in the following:

1. **1st Offense:**

- a) All Enhanced 911 and sworn Personnel shall be recommended for dismissal.
- b) Non-sworn Personnel may be suspended from duty without pay for a period of up to 160 hours or dismissal, depending on the circumstances.

Mandatory evaluation by the EAP for drug dependency.

Satisfactory completion of a program for drug abuse counseling and rehabilitation and/or other professional treatment which has been recommended and approved by the EAP Coordinator.

2. **2nd Offense:**

- a) A second positive urine drug screen and confirmation of the presence of an illegal drug shall be considered grounds for dismissal.

Eligible employees should consult CAO Policy 63: Medicinal Cannabis, to determine when and under what circumstances the employee may be under an obligation to, or may be otherwise provided the opportunity to, invoke the accommodations provided by that policy. Eligible employees shall otherwise be subject to appropriate disciplinary action, up to and including dismissal, as set forth hereinabove.

B. **Alcohol**

All sworn and non-sworn employees who are under the influence of or impaired by alcohol shall be disciplined as follows:

Under the Influence:

With a BAC of 0.04% or above:

1. 1st Offense:

- a) All employees shall be recommended for dismissal.

Impairment:

With a BAC of 0.02% but less than 0.04%:

1. 1st Offense:

- a) Suspended without pay for up to 160 hours.

Mandatory evaluation by the EAP for alcohol dependency.

Satisfactory completion of a program for alcohol abuse counseling and rehabilitation and/or other professional treatment which has been recommended and approved by the EAP Coordinator.

2. 2nd Offense:

- a) All employees shall be recommended for dismissal.

Please note: An individual in a sworn position who has a CDL will be disciplined in accordance with the employee's sworn status.

XV. **ACKNOWLEDGEMENT**

With the issuance of this policy, each employee will receive an orientation concerning the Alcohol and Drug Free Workplace Policy of the Urban County Government and will be required to sign a form acknowledging that they have received said policy and was provided the opportunity to have their questions answered.

FORMS

The *Alcohol and Drug Free Workplace Policy Acknowledgement* form is maintained and accessed through the Division of Human Resources a required condition of employment with LFUCG. The Division of Human Resources retains the authority to modify the forms to enhance the procedures that align with this policy.

4909-7066-6667, v. 1

STATEMENT OF AFFILIATION

The purpose of this Statement of Affiliation is to establish responsibilities and chain of command within the Lexington-Fayette Urban County Government (the "Local Government"), including the responsibilities and chain of command for the Local Government's Special Operations Team in the Division of Fire and Emergency Services (the "Rescue Squad"), and between the Rescue Squad and the Urban County Government Emergency Management Director (the "Local Director"), in the provision of rescue squad services.

GRANT OF AUTHORITY (KRS 39F.020)

The Mayor hereby grants to the Rescue Squad the authority to operate in the Lexington-Fayette Urban County and, as further described in ESF-9 SAR of the Local Government's Emergency Operations Plan (the "EOP"), places the Rescue Squad under the limited direction of the Local Director (KRS 39F.020). In granting this authority to operate, it is recognized that all assets, property, funds or interests acquired, appropriated, donated or raised for the benefit of the operation of the Rescue Squad shall be deemed the property of the Urban County Government or, when acquired through state funds, the property of the Commonwealth of Kentucky. The Rescue Squad will be responsible for the management and accounting of the assets described above, but may not acquire an interest in the same. The Standard Operating Procedures (the "SOPs") or by-laws of the Rescue Squad will conform to applicable state and federal laws and regulations and may not limit the authority of the Mayor or the Local Director in the provision and management of rescue squad services in the urban-county.

The Rescue Squad is the only rescue squad officially recognized by the Local Government. By virtue of this Statement of Affiliation, the Rescue Squad is recognized as being officially affiliated with the Local Government and becomes officially affiliated with the local Emergency Management Agency (the "Local Agency"), as recognized by the Kentucky Division of Emergency Management.

MISSION STATEMENT (KRS 39F.120(9)(a))

The Rescue Squad shall serve the citizens of the Local Government by providing fully trained and equipped personnel who will take the lead role in the following type's missions when conducted in the urban-county:

- (1) light duty rescue;
- (2) extrication of persons from vehicles;
- (3) water rescue and recovery operations not utilizing divers;
- (4) high and low angle rescue and recovery operations;
- (5) confined space, trench and collapse rescue and recovery operations; and,
- (6) specialized extrication rescue and recovery operations

In addition to the roles of "General Rescue Squad", under KRS 39F. 010(10)(d), the Rescue Squad shall serve the citizens of the Local Government by providing fully trained and equipped personnel who will take the lead role in the following type's missions when conducted in the urban-county as a "specialized rescue squad":

"Specialized rescue squad" means a rescue squad which performs one (1) or more of the following functions as the primary or sole mission of the organization:

- Water rescue and recovery operations utilizing divers

Under KRS 39F.070 Specialized re cue squad - Activities permitted Section (3) (a- e)

(3) A specialized rescue squad may engage in a general rescue squad activity if:

- (a) That activity is specified in its mission statement;
- (b) The rescue squad has twelve (12) persons including a commanding officer from within the membership of the specialized rescue squad whose mission statement is to engage in the general rescue squad activity;
- (c) The persons assigned to the general rescue squad activity meet the training requirements specified by statute and administrative regulation;
- (d) The rescue squad has the equipment required by administrative regulation to engage in general rescue squad activity as listed in its mission statement; and
- (e) The rescue squad has a vehicle for transporting the required equipment to the scene.

The Rescue Squad (inclusive of specialized rescue squad activities), at the request of other state and local agencies, may respond and assist other state and local agencies with search and rescue operations conducted outside the urban-county, but will not take the lead role, in the types of missions described above. The Rescue Squad will respond to missions involving water rescue and recovery utilizing divers.

CALL OUT AUTHORITY (KRS 39F.120(9)(a))

The Rescue Squad will respond when called by any of the following services or agencies:

- (1) the Local Government;
- (2) the Local Director;
- (3) the Local Government SAR Coordinator;
- (4) the Kentucky Emergency Management Area 11 Manager (the "Area Manager");
- (5) the Kentucky SAR Coordinator; and
- (6) the Kentucky Division of Emergency Management.

The Local Government's Division of Fire and Emergency Services communications dispatch center will notify the Rescue Squad of an incident when assistance is requested.

CHAIN OF COMMAND (KRS 39F.120(9)(a))

As a unit of the Local Government, the Rescue Squad is under the direction and control of the Local Government, including those time when the Local Government declares a State of Emergency. The Rescue Squad's chain-of-command is defined by the Local Government's Code of Ordinances, EOP, and Search and Rescue Plan.

RESPONSIBILITIES (KRS 39.F120(9)(a))

The Rescue Squad shall maintain its equipment and property and shall be accountable for all equipment through an annual inventory, which will be submitted to the Local Director, the Area Manager, and the State Search and Rescue Coordinator. The Rescue Squad shall be responsible for the fiscal accountability for all funds received by the squad. The Rescue Squad, acting by and through the Local Government's Division of Accounting, shall assure all payments of outstanding debts in a timely manner. The Rescue Squad shall not charge a fee for any of its services. The Rescue Squad is responsible for maintaining an approved and current set of SOP's, which reflect its mission statement. It is the responsibility of the Rescue Squad to provide copies of its SOPs and amendments to its SOPs to the Local Director, the Area Manager, and the State Search and Rescue Coordinator.

The Rescue Squad has the responsibility to adhere to the requirements of formation and securing affiliation according to KRS 39F.020. The Rescue Squad shall meet the organization requirements of KRS 39F.050 and KRS 39F.120.

The Local Government shall be responsible for the fiscal accountability of funds distributed to the Rescue Squad by the Local Government. The Local Government will provide official license plates and insurance for all rescue vehicles. The Local Government may appropriate a yearly allocation in its annual budget to cover the operating expenses to the Rescue Squad.

The responsibilities of the Local Government, including its Local Director and its Rescue Squad, shall conform to those responsibilities as provided in all applicable state statutes and regulations.

FINDINGS AND CERTIFICATION (KRS 39F.120(9)(a) and (b))

By their signatures below, the Mayor and Local Director, certify that, having reviewed the Rescue Squad's Mission Statement and this Statement of Affiliation, to the best of their knowledge and belief the Rescue Squad:

- (1) possess adequate numbers of trained personnel to perform the mission;
- (2) possess proper and adequate equipment, in proper working order, to perform the mission;
- (3) possess at least one rescue vehicle, dedicated solely to rescue purposes and in proper working order, which is adequate to perform the mission of the squad;
- (4) possess adequate command and control personnel, training, and policies to ensure that the squad can quickly and efficiently respond and perform its mission when called upon; and
- (5) is performing a function not performed by other local government agencies or other local private agencies or organization.

PROCEDURES FOR REVOCATION (KRS 39F.120(9)(a))

This Statement of Affiliation may be modified, amended, or terminated at any time by the Local Government. Unless earlier terminated, the duration of this Statement of Affiliation shall be for a period of three (3) years, commencing on the 1st day of July, 2026 and expiring on the 30th day of June, 2027.

IN WITNESS WHEREOF, this Statement of Affiliation has been executed by the Mayor of the Lexington-Fayette Urban County Government, for and on behalf of the Local Government, by its Local Director, and the Fire Chief of the Division of Fire and Emergency Services for and on behalf of the Rescue Squad, as of this 3rd day of June, 2026.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

DIVISION OF FIRE AND EMERGENCY
SERVICES,

BY: _____

JASON WELLS, FIRE CHIEF

DIVISION OF EMERGENCY MANAGEMENT

BY: _____

ROBERT J. LARKIN, DIRECTOR