

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Changes to Collective Bargaining Agreement with Corrections Lieutenants and Captains

- Union representation changed from Communications Workers of America (CWA) to American Federation of State, County, and Municipal Employees (AFSCME) Local 2785.
- Recognition
 - Clarifies that Bureau Managers appointed by the Director are only subject to economic provisions of the contract
 - Bureau Managers are now clearly part of the detention center administration
- LFUCG Rights
 - Clarifies that Lieutenants and Captains may voluntarily demote to avoid being laid off
- Union Business
 - Reduces number of Union members that can attend bargaining sessions
 - Provides for one paid Union member to attend Kentucky General Assembly
 - Provides for 30 days paid leave for Union president or designee for union business
 - Clarifies Union usage of bulletin boards
- Seniority
 - Provides that ties in seniority in supervisory positions will be broken by total years in service
 - Provides that years in service will include all time for members with less than one (1) year break in service
- Promotional Vacancies
 - Provides that LFUCG shall provide written notice to Union if a vacancy is not to be filled
 - Provides that if a Captain position becomes vacant an acting Captain shall be appointed within 45 days
 - Provides that promotional exams may be given by HR or designee as agreed by the Director of Community Corrections
 - Clarifies time for listing exam results and challenges to questions
 - Clarifies members of Oral Board for examination
 - Provides for an initial probationary period of 12 months upon promotion
- Grievance Procedure
 - Allow grievances of written reprimands
 - Specify that one paid lodge representative, one unpaid observer (or an attorney), and the grievant may attend hearings

- Adjusts timelines for grievance responses
- Health and Safety/Uniforms
 - Implements a quartermaster system for uniforms and equipment
 - Provides for \$500 annual uniform allowance (\$250 in January, \$250 in July)
 - Provides for \$40/month reimbursement to members who must have cell phones
- Disciplinary Procedures
 - Clarifies timelines for disciplinary actions
 - Provides members with an opportunity to meet with the Director prior to implementation of major discipline
- Court-Related Pay
 - Allows members to be compensated for time off for jury duty
 - Allows members to be compensated with comp time for court-related appearances, not just for actual courtroom appearances
- Acting Pay
 - Provides for acting Captains to receive higher pay immediately upon being officially assigned
- Paid and Unpaid Leaves
 - Swing holidays are suspended for 1 ½ years
 - Vacation leave accruals are reduced by three hours per month for 1 ½ years
 - Christmas Eve holiday is increased from four to eight hours
 - Provides for blood donation and community service leaves
 - Provides for limited use of “emergency leave”
 - Provides for members with 480+ hours of sick leave to participate in LFUCG sick bank
 - Provides for members to donate comp time to LFUCG sick bank
 - Provides for voting leave
- Disability Leave and Modified Duty
 - Clarification of language consistent with current LFUCG practice
- Health and Wellness Benefits
 - Provides for member participation in all plan options available to LFUCG employees
 - Provides for payout of all accrued vacation and holiday time if a member dies
 - Provides for payout of sick time upon death of member with at least five years service
 - No increase in benefit pool over term of agreement (cf. Corrections Officers/Sergeants)
- Tuition Benefit
 - Increases benefit from \$1,200/year to \$1,500/year

- Educational Incentive
 - Creates incentive for member with 30 or more hours from an accredited college
- Personal Property Reimbursement
 - Increases reimbursement amount to a maximum of \$200 item for eyeglasses, contact lenses or dental equipment
 - Limits reimbursements for other personal items to \$100
- Salary Schedule
 - No steps or structure movement in the first 1 ½ years of the agreement
 - \$500 structure increase after 1 ½ years
 - Steps resume after 1 ½ years
 - One extra step in last pay period of FY 2015
 - Create an additional Step 8+ at 1.5% above current high step after 1 ½ years
- Alcohol and Drug-Free Workplace
 - Clarifies that general LFUCG Policy in effect upon execution applies to members
- Term
 - Agreement is for 2 ½ years beginning January 1, 2013