

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 16<sup>th</sup> day of August 2022, by and between the Lexington-Fayette Urban County Government (the "LFUCG") and the Fraternal Order of Police Town Branch Lodge #83 Corrections Officers and Sergeants (the "Union"). These parties will collectively be referred to as the "Parties."

WHEREAS, the LFUCG and the Union have executed a collective bargaining agreement (the "CBA") effective from January 1, 2022 through December 31, 2023; and

WHEREAS, due to labor shortages, the Lexington Division of Community Corrections has operated below full staffing levels and has experienced retention and recruiting challenges; and

WHEREAS, LFUCG desires to address the retention and recruiting challenges faced by the Lexington Division of Community Corrections.

NOW THEREFORE BE IT RESOLVED THAT, in exchange for the mutual promises contained below:

1. The Parties agree that each member holding the position of Officer or Sergeant and currently employed with the Lexington Division of Community Corrections and who remains employed through the payment dates below will receive a supplemental retention payment in the amount of \$4,000.00. This supplemental retention payment will be issued in two separate payments, with the first payment in the amount of \$1,760.00 to be paid on or before October 15, 2022, and the second payment in the amount of \$2,240.00 to be paid on or before June 15, 2023.
2. LFUCG further agrees to pay a one-time supplemental payment to each Corrections Officer Recruit who began recruit training after July 1, 2022, who successfully completes the training program and who remains employed by LFUCG through the payment periods below. This supplemental payment shall be in the amount of \$3,000.00 and shall be paid in four separate payments. The first payment in the amount of \$250.00 is earned upon graduation from the Training Academy. The second payment in the amount of \$500.00 is earned upon the completion of three (3) calendar months as a corrections officer after the date of graduation from the Training Academy. The third payment in the amount of \$750.00 is earned upon completion of six (6) calendar months as a corrections officer after the date of graduation from the Training Academy. The fourth payment in the amount of \$1,500.00 is earned upon completion of one (1) calendar year as a corrections officer after the date of graduation from the Training Academy. Payments will be made at least quarterly by the Division of Accounting. Members who achieve a recruitment threshold during that quarter must notify the Director of Community Corrections-in writing-and will be submitted for payment in the following payment batch. If payment is earned but not yet paid and there is a separation of service, the recruitment supplement is due with final settlement upon separation.
3. With the exception of the agreements set forth in this MOU, all other provisions of the

CBA currently in effect between the Parties shall remain in full force and effect for the terms of the CBA and no other agreements shall serve to alter the provisions of the CBA unless agreed to, in writing, between the parties hereto.

**For the LFUCG:**

Linda Gorton 8/30/2022  
Linda Gorton date

**For the Union:**

Michael S. Harris 8/16/2022  
President date