

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Changes to FOP Collective Bargaining Agreement: Corrections Officers and Sergeants

Overview

The new collective bargaining agreement has a four year term.

The goals of the administration during these negotiations were to provide a fair and responsible wage increase to attract and retain quality employees, and to correct attendance issues.

Specific Contract Changes

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

I. Wage Settlement

- Article 30: Salary Schedule
 - The salary schedule has been significantly revised to better accomplish LFUCG's goals.
 - Effective the first full pay period of December, 2015:
 - Employees will receive a base wage increase (Division of Budgeting will provide details).
 - Employees will advance one step on the schedule on their anniversary date.
 - Effective the first full pay period of March, 2016:
 - Employees will receive a base wage increase (Division of Budgeting will provide details).
 - Employees will advance one step on the schedule on their anniversary date.
 - Fiscal Year 2017
 - Employees will advance one step on the schedule on their anniversary date.
 - Officers on the top step will receive a \$250 lump sum payment.
 - Sergeants on the top step will receive a \$500 lump sum payment.
 - Fiscal Year 2018
 - Employees will advance one step on the schedule on their anniversary date.
 - Officers on the top step will receive a \$250 lump sum payment.
 - Sergeants on the top step will receive a \$500 lump sum payment.
 - Fiscal Year 2019
 - Employees will advance one step on the schedule on their anniversary date.
 - Officers on the top step will receive a \$250 lump sum payment.
 - Sergeants on the top step will receive a \$500 lump sum payment.

II. Other Significant Changes

- Article 6: Lodge Security
 - Bargaining unit members are no longer required to pay the fair share fee.

- Article 9: Assignments
 - Sergeant vacancies and all other positions are now filled by the most qualified bidder rather than by seniority.

- Article 22: Paid and Unpaid Leaves
 - Members are no longer entitled to emergency leave.
 - There is now an occurrence based sick leave program.
 - After 5 sick leave occurrences, Members with less than 180 hours in their sick leave bank will be paid at 50% of their normal hourly rate for any additional sick leave occurrences during the year.
 - There now a sick leave incentive program that awards employees for not using sick leave as follows: \$400 for 0 occurrences; \$300 for up to 1 occurrence; and \$200 for up to 2 occurrences. (Injuries in the line of duty do not apply).
 - Sick leave may be accumulated up to 500 hours rather than 600 hours. All time above 500 hours will be paid to the Member in January.
 - The agreement clarifies that LFUCG may require a doctor's note if a pattern of abuse of sick leave is suspected.

- Article 25: Health and Wellness Benefits
 - LFUCG will contribute \$530.74 per month (increase from \$480.74) for each Member enrolled in the flexible benefit program.
 - Upon LFUCG's request, the Union agreed to reopen the Health and Wellness Benefits article and negotiate with LFUCG to revise the health insurance plan.

- Article 29: Shift Differential
 - The shift differential for second shift was increased from \$0.50 per hour to \$1.00.

- Article 37: Uniforms and Equipment
 - The uniform allowance was increased from \$400 per year to \$500 per year.

III. Additional Changes

- Universal change: all timelines and deadlines are now based on calendar days. This will make administration of the contract easier.

- Article 1: Recognition

- Corporal was included as an honorary title given to certain Officers. Corporals receive the same compensation and benefits as Officers.
- The probationary period for Officers was increased from 6 months to 12 months.
- Article 6: Lodge Security
 - Lodge no longer receives 45 minutes during new hire orientation to conduct Lodge related orientation.
- Article 7: Lodge Business
 - Family members of a grievant are not allowed to attend grievance meetings.
 - The number of Lodge representatives that are paid to attend Kentucky General Assembly sessions was reduced from 2 to 1. A second representative may use paid leave to attend KGA sessions as
 - The number of days per year that the Lodge President is paid to attend Lodge conventions, seminars, and meetings was reduced from 30 to 15.
- Article 8: Seniority
 - The LFUCG will submit the seniority list annually rather than semi-annually.
 - Seniority now accrues for a member on leave as a result of being injured in the line of duty.
- Article 9: Assignments
 - Bureau and shift bids are now handled annually rather than semi-annually. The CBA now includes dates for the bid process.
 - The Director will now establish regular days off after determining the male to female ratio needed for each shift.
 - Shift trades must be in increments of a full shift. Shift trades may be denied if the trade significantly disrupts training schedules or other departmental functions.
 - LFUCG will not incur any financial burden by a member initiated trade. Members may trade regular days off or shifts no more than 3 times in a month, and no more than 12 times in a calendar year. Three-way shift trades are not allowed.
- Article 10: Promotional Vacancies
 - Applicants for promotion to Sergeant or Lieutenant must not have discipline for attendance in the prior 2 years, and must be current in all mandatory classes, training and criteria.
 - LFUCG may have a third-party consultant administer written examinations. Scores on the exam will be posted within 5 days of the LFUCG's receipt of the test results. Members must challenge test questions within 3 days of taking the test.
 - The following neutral third parties were added to the oral interview board: a member from the Kentucky State Department of Corrections of higher rank; a member of the Fraternal Order of Police not in Lodge #83; and a professional with experience in business, education, or government.

- The Director will choose 1 of the top 5 candidates on the promotional vacancy list.
- Article 11: Grievance Procedure
 - Additional Members are no longer allowed to attend grievance meetings as an unpaid observer.
 - All grievances must be personally delivered to the relevant LFUCG employee, with a signature acknowledging receipt.
 - The parties may mutually agree to mediate grievances.
 - If a party fails to represent itself at arbitration, that party bears all cancellation costs.
- Article 12: Division Orders and Standard Operating Procedures
 - Members are bound by changes to operational orders, policies, rules, regulations, and standard operating procedures after they are posted on a bulletin board and forwarded to the Lodge for 14 days.
- Article 14: Disciplinary Procedures
 - The time to take disciplinary action against a member was increased from 30 days to 45 days after the incident occurred, unless LFUCG was not aware of the incident or there is an open investigation. LFUCG will make effort to issue discipline within 45 days after completing an investigation.
 - Members do not accrue vacation or sick leave while on suspension, and will not be scheduled for extra shifts or receive overtime during a pay period that they served a suspension.
 - Coaching and counseling sessions are retained in the Member's training file indefinitely. Discipline is removed from a Member's personnel file, upon written request, as follows: oral warnings after 12 months, written reprimands after 24 months, and suspensions after 36 months. All discipline may be kept in the file longer if there is intervening related discipline.
 - Members under indictment may be placed on leave without pay until resolution of the court proceedings. Members found guilty of a felony, violent misdemeanor, or crime involving sexual deviance may be summarily discharged.
- Article 15: Personnel Files
 - Personnel files will be purged upon written request.
- Article 22: Paid and Unpaid Leaves
 - If a Member has leave granted in one assignment and voluntarily shifts to another assignment, those leave dates must be available in the new assignment or the Member's leave request will be revoked and denied.
 - Members may take sick leave to tend to a domestic partner's sickness or injury. Members are entitled to bereavement leave for the death of a domestic partner.
- Article 27: Tuition Benefit

- Members may use the tuition benefit to take the Certified Jail Officer and Jail Manager programs offered through the American Jail Association.
- Article 31: Alcohol and Drug-Free Workplace
 - Searches of Members and their personal property may be conducted 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 located on government property. Searches of a Member's property located outside of the detention facility may be conducted upon probable cause that illegal drugs or alcohol are being kept in the property.