

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into this ____ day of _____ 2022, by and between the Lexington-Fayette Urban County Government (the “LFUCG”) and the Fraternal Order of Police Town Branch Lodge #83 Corrections Officers & Sergeants (the “Union”). These parties will collectively be referred to as the “Parties.”

WHEREAS, the LFUCG Detention Center is currently facing a staffing shortage; and

WHEREAS, during the staffing shortage, the Parties intend to implement incentives regarding retention of current employees and recruitment of new employees.

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

1. The Parties agree that if a Member (the “Recruiting Member”) recruits any person (“the Recruit”) for employment in the Division, and (i) LFUCG hires that Recruit, and (ii) the Recruit remains employed for one hundred eighty (180) calendar days, then LFUCG shall pay the Recruiting Member a recruitment incentive of One Thousand Dollars (\$1,000.00). The first Five Hundred Dollars (\$500.00) shall be paid when the Recruit graduates from the training academy. The second Five Hundred Dollars (\$500.00) shall be paid when the Recruit remains employed for one hundred eighty (180) calendar days. LFUCG shall disburse this recruitment incentive within thirty (30) calendar days after the Member submits a formal request for payment. There shall be no limitation on the number of recruitment incentives a Member may earn while this Memorandum of Agreement remains in effect.
2. These incentives are intended to expire when the staffing level reaches seventy-five percent (75%) of the authorized workforce, or upon the ratification of a successor collective bargaining agreement, whichever occurs first, unless the parties agree in writing to extend the incentives. The authorized workforce shall be based on a total of 303 sworn authorized officers and sergeants.
3. Effective January 1, 2022, an officer who works at least one hundred forty-seven (147) hours of overtime per quarter shall receive a lump sum payment of Seven Hundred Fifty Dollars (\$750.00). A sergeant who works at least one hundred forty-seven (147) hours of overtime per quarter shall receive a lump sum payment of One Thousand Two Hundred Dollars (\$1,200.00). The quarters are January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31.
4. The Parties agree that although this MOA exists separately and independently of the CBA, it is binding on the Parties and may be enforced through the grievance and arbitration procedures of the CBA.

For the LFUCG:

For the Union:

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