

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

**AND**

**AFSCME LOCAL 2785**

**CORRECTIONS LIEUTENANTS AND CAPTAINS**

**January 1, 2013 to June 30, 2015**

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## **PREAMBLE**

**THIS COLLECTIVE BARGAINING AGREEMENT**, entered into this 1<sup>st</sup> day of January, 2013, and between Lexington-Fayette Urban County Government (hereinafter "LFUCG"), and the American Federation of State, County, and Municipal Employees, Local 2785 (hereinafter the "Union"), 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 Union as the exclusive collective bargaining representative of its sworn officers holding the positions of Lieutenant and Captain in the Division of Community Corrections.

**Section 2.** The Union 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 Lieutenant and Captain. Any member who has been appointed to the position of Bureau Manager (Major) shall be included as a member herein for purposes of Articles 6, 13, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, and 30. Otherwise, Bureau Managers shall not be subject to this Agreement.

**Section 4.** LFUCG and the Union 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.

## **ARTICLE 2**

### **SUBORDINATION**

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all applicable statutes, constitutional provisions and any revisions, amendments or newly adopted provisions to any statute 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 an emergency.
- 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 disciplinary action subject to this Agreement.
- H. Conferring and relieving of law enforcement powers. It is agreed and understood that the relieving or suspending of law enforcement powers is distinct from a suspension from pay; although LFUCG reserves the power to relieve or suspend law enforcement powers, it is agreed that any suspension of a covered member from pay shall be deemed a disciplinary action.
- I. Elimination of positions, and any consequent reductions in force or layoffs. LFUCG will notify the Local Union 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, will 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.
  - a. At the rank of captain in lieu of a layoff in force reduction the captain shall have the right to voluntarily demote to the rank of lieutenant and be placed into the seniority scale to include all time. LFUCG shall correct the voluntary demotion back to captain prior to the returning of any staff.

- b. At the rank of lieutenant, in lieu of a layoff in force reduction, the lieutenant shall have the right to voluntarily demote to the rank of sergeant and be placed into the seniority scale to include all time. LFUCG shall correct the voluntary demotion back to lieutenant prior to the returning of any staff.

**Section 2.** This agreement is not intended to restrict consultation with the Union regarding matters within the right of LFUCG to determine.

#### **ARTICLE 4**

##### **NON-DISCRIMINATION**

Neither LFUCG nor the Union shall discriminate against any member because he or she is or is not a member of the Union, 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, creed, religion, marital status, ages, national origin, disability, political affiliation, or sexual orientation.

#### **ARTICLE 5**

##### **STRIKES, WORK STOPPAGES, AND SLOWDOWNS**

**Section 1.** The Union recognizes that it is unlawful to engage in strikes and work stoppages. The Union further agrees that it shall not engage in, condone, or encourage work slowdowns, unauthorized accelerated enforcement, and other concerted efforts to alter work production. In addition, the Union agrees that any of the foregoing actions by members may constitute cause for their termination, and that the Union shall not encourage such activity and shall take prompt and reasonable steps to discourage same.

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

#### **ARTICLE 6**

##### **UNION SECURITY**

**Section 1.** Membership in the Union 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. All members in the bargaining unit, however, shall be required to pay their fair share of the cost of representation by the Union, as provided for in applicable law.

**Section 2.** Union membership dues, as authorized by members on the approved form described in Section 3 below, or fair share fees shall be deducted monthly in an amount certified by the Union. Members wishing to revoke their Union membership, or to join the Union membership, must notify LF.U.C.G. and the Union expressly and individually, in writing by certified mail. Upon such notification, LFUCG shall begin deducting membership dues or the fair share fee hereinafter described, whichever is appropriate, from the wages of such member as soon as practical but in no event later than the 2<sup>nd</sup> 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 or fair share fee, as long as it is a continual or regular deduction, on a form authorized by LFUCG and the Union.

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

**Section 5.** The check-off of regular union dues shall be made only on the basis of written authorization signed by the individual employee from whose pay the dues will be deducted, on a form authorized by LFUCG and the Union. All employees, however, shall be required to pay their fair share of the cost of representation by the Union, pursuant to applicable law and the following:

- A. Employees who are included in the collective bargaining unit but who exercise their right to decline to become members of the Union, shall be required to pay a fair share fee, the amount of which shall be determined as set forth below.
- B. The Union shall provide to all affected employees and to LFUCG at least thirty (30) days advance written notice of the amount of the "fair share" fee together with an accounting by an independent certified accountant setting forth the major categories of the Union's budgeted expenses and designating those expenses which are related to bargaining, contract administration, and grievance adjustment ("chargeable") and those which are not germane to bargaining, contract administration, and grievance adjustment ("non-chargeable"). The accounting and designations must be in a manner allowing for appraisal of which portions of union expenses are non-chargeable, and should indicate the percentage proportions of total union expenses devoted to chargeable and non-chargeable purposes. The initial amount of the fair share or service fee shall be the amount of the union dues reduced by a percentage equivalent to the percentage of the total union expenses devoted to indisputably non-chargeable purposes as determined by the certified public accountant.

- C. The above described notice must also include a clear statement of the manner in which the amount of the fair share or service fee may be challenged by affected employees. The procedure for said challenges shall include a requirement that the challenges be in writing and delivered to the Union, with a copy to LFUCG, within thirty (30) days after receipt of the written notice described in the preceding subsection B.
- D. In the event of a challenge to the fair share fee, the Union shall afford the challenger a reasonably prompt resolution of the challenge, by an impartial decision-maker who may be an arbitrator chosen from a panel of arbitrators supplied by the Federal Mediation and Conciliation Service or a similar organization of professional arbitrators. The method of selection of the impartial arbitrator shall include a request for a panel, and the opportunity for alternate striking between the Union and the employee. All challenges to a single notice of the amount of the fair share fee shall be decided by a single decision-maker at a single hearing.
- E. In the event of a challenge, fifty percent (50%) of the fair share fee (as described in subsection B, above) shall be placed in an escrow account by LFUCG until the issuance of a decision by the impartial decision-maker as set forth above.
- F. In the event of a challenge, the final amount of the fair share fee as determined by the impartial decision-maker shall reflect only those expenses affirmatively related to collective bargaining, contract administration, and grievance adjustment.
- G. Upon rendering the impartial decision-maker's decision, the disputed amounts held in escrow shall be distributed to the challenging employee, the Union, or both, as indicated in the arbitrator's decision.
- H. provided the foregoing conditions are met, then the deduction of the initial amount of the fair share or service fee shall be automatic following the thirty (30) day notice and information provided for hereinabove, and shall begin thirty (30) days after the provision of such notice regardless of whether the employee has signed written authorization therefore.
- I. The Union shall indemnify and save harmless L.F.U.C.O. against any expense or liability, including attorney fees that may arise out of or by reason of any action taken by LFUCG consistent with the foregoing, in connection with a fair share fee. In the event LFUCG should be held liable or responsible for repayment of moneys paid to the Union pursuant hereto, the Union shall reimburse said moneys to LFUCG.
- J. These provisions shall be interpreted insofar as possible in a manner consistent with applicable federal statutes or case law.



## **ARTICLE 7**

### **UNION BUSINESS**

**Section 1.** The Union may select not more than two (2) members and the Union President to represent the Union in the negotiation of collective bargaining agreements for Community Corrections with LFUCG during working hours without loss in compensation. One alternate may be identified at the beginning of negotiations who may substitute for one of the Union members as necessary. The persons so designated shall be allowed a reasonable time off, not to exceed eighty (80) hours each without loss of compensation to prepare proposals, collect data, and meet with counsel and or committee members or consultants for the purposes of expediting good faith negotiations. The Union shall provide fourteen (14) days prior notice to the Director of Community Corrections of the dates and times needed to conduct such business. LFUCG and the Union may mutually agree to waive such notice. The parties shall act in good faith to request and allow scheduled time off under this section as most convenient to the parties.

**Section 2.** One (1) paid Union representative may attend grievance meetings with management. In addition to the Union representative, one (1) additional party as an unpaid observer and the named grievant may attend. The attorney for the grievant may attend in place of the unpaid observer, but at no time shall the number of Union representatives, including the named grievant, exceed three (3) persons. The amount of time spent on such activities shall be reported within ten (10) days to the Director of Community Corrections.

**Section 3.** The Union may select no more than one (1) representative from the Lieutenants and Captains bargaining unit recognized herein who shall be allowed to attend extraordinary as well as regular sessions of the Kentucky General Assembly without loss in compensation. The Union will submit in writing the name of its representative to the Director of Community Corrections not later than fourteen (14) days before the time when the expected leave will be taken. The Union shall provide written notification to the Director of Community Corrections of any Union representative substitution/replacement. The amount of time spent on such activities shall be reported in writing within ten (10) days to the Director of Community Corrections.

**Section 4.** The President of the Union, when an active bargaining unit member of LFUCG Division of Corrections, or his designee shall be authorized leave to attend conventions, seminars, meetings, and other business of the Union for a period of thirty (30) calendar days in one (1) fiscal year (taken in hourly increments). Above referenced leaves 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. In addition, after the expiration of the authorized 30 calendar days of paid leave time, the President of the Union or his designee shall be allowed to use his accumulated vacation, holiday or compensatory leave time to attend the aforementioned Union gatherings.

**Section 4.** The Director shall authorize leave with pay for one (1) duly elected delegate, who is an active sworn employee of LFUCG Division of Community Corrections to attend the Union's national elections, Kentucky elections, Kentucky general membership meetings, and Kentucky board meetings

**Section 5.** LFUCG agrees to provide the Union designated space on available bulletin boards upon which the Union may post notice of meetings, announcements, or Union information. The Union further agrees that it shall not post any material which would be derogatory to any individual, LFUCG, Lexington Division of Community Corrections, 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 Union. All notices of the Union shall consist of items in good grammar and taste and shall be signed by the President and/or Secretary of the Union. Copies of any material so posted shall be furnished to the Director of Community Corrections or his designee at least twenty-four (24) hours prior to posting. LFUCG may remove any material which is not authorized by the Union. LFUCG shall determine the quantity and size of all bulletin boards. The locations of the bulletin boards shall be mutually agreed upon. In addition the Union shall be permitted to send LFUCG email for the exact same purposes and under the exact same restrictions it uses bulletin boards.

**Section 6.** The parties agree that they will each pay one-half (1/2) of the cost of the printing of this Agreement.

## **ARTICLE 8**

### **SENIORITY**

**Section 1.** Seniority of a member shall commence on the date of promotion to the position of the higher rank. Should a member 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. At no time will seniority from a lower rank count as seniority in a higher rank. All time served in the appointed position of Bureau Manager shall count as seniority in the permanent rank of the appointed member.

- A. In the case of ties, should all service time in grade at supervisory levels be equal, the tie will then be broken by years in service. Years in service shall be defined as the total amount of time an employee has been employed by the Division of Community Corrections. If a member has a break in service, but returns to work within one (1) year as provided in Section 2. D. below, years in service will include all time of employment by the Division of Community Corrections.
- B. Should the tie remain unbroken, the tie shall be broken by the birth date (i.e. day, month, year).

**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) 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.** LFUCG shall semi-annually furnish the Union a seniority list upon request based on this Article.

## **ARTICLE 9**

### **ASSIGNMENTS**

**Section 1.** Bureau and/or Unit assignments affecting Lieutenants and Captains will be made by the Director of Community Corrections based on the needs of the facility. Letters of interest may be accepted by the Director from members; however, they shall not determine which candidate is selected.

**Section 2.** The following 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 CERT) will be selected by means of the most senior qualified individual.
- B. All positions in A. above shall be posted Division-wide for a period of no less than fifteen (15) days.

### **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. Transfers at the rank of Lieutenant and Captain will be made by the Director of Community Corrections based on the needs of the facility.
- B. A member shall be notified by the Director of Community Corrections or designee of the intended involuntary transfer by five (5) days written notice setting forth with specificity the reason for said transfer, unless the Director, in his sole discretion, declares an emergency or a member agrees to waive the five (5) days notice. The written notification of transfer shall set forth the specific factual basis which constitutes the reason for the

transfer. A member who suffers a severe hardship as a result of a shift change may, however, request an extension of up to fourteen (14) days from the scheduled date of transfer.

## **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 is not to be filled, LFUCG shall provide written notice to the Union within ten (10) days after a vacancy occurs.

**Section 2.** The Director will notify the Union of intent to promote within ten (10) days after the vacancy occurs. The vacancy will be filled within sixty (60) days of the Director's notice of intent to promote. Should a Captain position become vacant, the director shall appoint a Lieutenant to the acting position no later than 45 days after the vacancy.

**Section 3.** An applicant for the position of captain must have completed one (1) year of satisfactory active service in the grade of lieutenant on the filing deadline date

**Section 4.** Promotions to the position of captain shall consist of two (2) phases: a written examination and an oral interview. Points given for the written exam will be based upon the raw score. Points given for the oral interview will be based upon standardization. Each will be weighted equally. The aggregate score for promotional purposes will be the total of the two scores.

The written examination shall be administered by the Division of Human Resources or their designee as agreed to by the Directors of Human Resources and Community Corrections.

A complete listing of the scores from the written examination shall be posted within three (3) days following the return of the results of the written examination. Challenges to test questions shall be made within three (3) days of said posting. The Division of Human Resources will respond to any challenges within three (3) days of receipt. Final scores will be posted within seven (7) days after the return of the examination results.

**Section 5.** Members of the Oral Interview Board shall be the same for all applicants for any one rank. There shall be no discussion of each candidate and 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 designated representative Bureau Manager.

- B. An officer from the Division of Community Corrections of a rank of Captain.
- C. The Director of Human Resources or his designee.
- D. Two Criminal Justice professionals not associated with LFUCG.

The Director of Human Resources or his designee shall post the oral interview scores no later than five (5) 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 and the oral interview. This 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 rank of captain shall be filled by one of the five (5) top ranking candidates by the Director. The Director, at his discretion, may interview the candidates. The Director's recommendation for promotion shall be forwarded through the appropriate channels.

**Section 8.** Suspension without pay of an applicant/candidate for promotion within one (1) year of the application deadline may be cause for removal from the promotional process unless the suspension is for eighty (80) hours or more in which case it shall be cause for removal.

**Section 9.** The final eligibility list of applicants for promotion to captain shall remain in effect for one (1) year unless abolished by the Director. In the event an eligibility list is exhausted, nothing shall preclude LFUCG from initiating a process to establish a new list. The new list would remain in effect one (1) year from the date of certification unless abolished sooner.

**Section 10.** 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 Union Counsel upon reasonable advance notice.

**Section 11.** Every Lieutenant and Captain shall serve an initial probationary period of twelve (12) months from the date of promotion.

## **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. Grievances of written reprimands shall begin at Step 2 of this procedure. Grievances of a suspension or dismissal 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 Union with LFUCG and placed in the employee's file within thirty (30) days from the date of the disciplinary action. A grievance is presented when it is written on the form attached as Appendix D and delivered to the designated Bureau Manager (Major) or designee by an official representative of the Union. Any dispute concerning the interpretation or application of an express provision of this agreement shall be subject exclusively to this grievance procedure. Only the Union may file a grievance as the representative of any member(s) of the bargaining unit.

**Section 2.** One (1) paid Union representative, one (1) additional employee as an unpaid observer and the named grievant may attend the grievance meetings. The attorney for the grievant may attend in place of the unpaid observer, but at no time shall the number of Union 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) days of the grieved event, be presented to the Bureau Manager (Major) or the designated commander, who shall meet and discuss the grievance with the Union Representative within fourteen (14) 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 Union Representative within ten (10) days following the meeting. If the Union fails to file a grievance within ten (10) days the event may not be grieved. If the Bureau Manager fails to schedule a meeting within fourteen (14) days or fails to issue a written response within ten (10) days of the meeting, the grievance shall be considered satisfied in favor of the grievant.

**Step 2 - Director of Community Corrections:** If the Union is not satisfied with the answer obtained in Step 1, the Union Representative may appeal in writing within ten (10) days to the Director of Community Corrections or his designee. The Director of Community Corrections or his designee shall arrange for a meeting within fourteen (14) days and shall respond in writing to the Union representative within ten (10) days of the meeting. If the Union fails to file an appeal within ten (10) days the event may not be grieved. If the Director fails to schedule a meeting within fourteen (14) days or fails to issue a written response within ten (10) days of the meeting the grievance shall be considered satisfied in favor of the grievant.

**Step 3 - Director of Human Resources:** If a mutually satisfactory settlement can not be reached at Step 2 within ten (10) days from the receipt of the written response from the Director or his designee, the Union

representative and or legal representative shall present the grievance in writing to the director of Human Resources. The director of Human Resources or his designee shall make a determination in writing within thirty (30) days from the date of receipt of the grievance. If the Union fails to present the grievance within ten (10) days the appeal to the Director of Human Resources shall be deemed waived. If the Director of Human Resources fails to issue a determination in writing within thirty (30) days of the presentation of the grievance the grievance shall be considered satisfied in favor of the grievant.

**Step 4 - Advisory Arbitration:**

- (a) If the Union is not satisfied with the answer obtained in Step 3, it may, within seven (7) 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 within seventy five (75) days of the notification date.
- (b) An arbitrator shall be selected by the Union 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) 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.

(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 waived. If a grievance is not appealed to the next Step within the specified time limit or any extension thereof, it shall be considered settled on the basis of LFUCG's last answer. 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 agreement of LFUCG and the Union 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 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 5.** 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 Union after it has received notice from the Union 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 Operation Orders, policies, rules, regulations, Standard Operating Procedures, and the like of the Division of Community Corrections shall be effective until they have been posted on bulletin boards and forwarded to the Union for a period of ten (10) 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 Operation Orders, policies, rules, regulations, Standard Operating Procedures, and the like, upon receipt thereof; receipt shall be verified by signature, or via email, which the member shall be required to give upon receiving the change.

## **ARTICLE 13**

### **HEALTH AND SAFETY/UNIFORMS**



**Section 1.** The Division will take precautions to safeguard the health and safety of members during their hours of work and maintain standards of safety and sanitation, and the Union 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, provided however; a member may waive this section. This section shall not apply in exigent circumstances as determined by the Director.

**Section 3.** The Division will make available on a twenty-four (24) hour basis the following equipment: Bio Hazard kit items; OC canisters; and all necessary equipment and supplies for sanitizing Division equipment. A member shall be permitted to obtain said equipment with the permission of the member's commanding officer.

**Section 4. Uniforms / Equipment**

- A. 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 Five Hundred Dollars (\$500.00) per year with one-half (\$250.00) being paid in January and one-half (\$250.00) 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. Beginning on January 1, 2013 LFUCG shall provide uniforms through a Quartermaster program.
- D. 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.
- E. Uniform items available to employees under the quartermaster program shall be in according to Division of Correction regulations.
- F. 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

- G. 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.

**Section 5.** Members will 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 will be the LFUCG approved position description for each position. Results concerning any fitness for duty issues will be submitted and disclosed pursuant to Article 15 of this Agreement. 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). A member who elects to have his/her biennial physical examination conducted by a personal physician shall also be required to undergo any physical examination or test necessary to comply with state or federal law. Such examination or test will be performed by a physician selected and paid for by LFUCG

**Section 6.** All members subject to section 7 of this article shall receive forty dollars (\$40.00) per month reimbursement.

**Section 7.** All members as designated by the Director who have an expectation of being contacted off duty shall be required to have their personal cellular telephone available and operational while off duty. Such members shall be required to contract for their personal cellular telephone with the government's provider and shall be eligible for the government's basic plan and any vendor provided free telephone, provided however, a member who has a personal cellular telephone plan with a service provider different from the government's provider as of the date of this Agreement may elect to continue with said plan. Members may choose any additional options or plans for their own personal use but any additional costs over the monthly subsidy allowance shall be at the member's personal expense. Members shall be required to provide the Division of Community Corrections with their personal cellular telephone number. The Division shall treat these numbers as personal confidential information, use the numbers only for operational purposes, and not release the numbers to the general public.

## **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.

**Section 3.** LFUCG shall not take any disciplinary action against any member for any non-criminal act or violation after the expiration of a thirty (30) 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. Every effort shall be made to ensure that any discipline regarding the act or violation is issued within sixty (60) days of the act or violation.

**Section 4.** Disciplinary actions of suspension or dismissal shall be initiated by the delivery of proposed disciplinary action to a member. Not later than ten (10) days after delivery of the proposed discipline the Director or his designee shall meet with the member and, if requested, a Union representative. At the meeting the member shall be advised of the level of discipline proposed to be issued. The member and/or the Union 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.

#### **Section 5. Disciplinary Action**

- A. Discipline of suspension or dismissal shall be issued by the Director not later than the time period provided in Section 3. If the member is not physically available to be presented with the discipline, LFUCG shall issue discipline by sending a written copy of the discipline via certified mail to member's last provided mailing address of record. 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 Union. For suspensions and dismissals, 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. For written reprimands the Grievance Procedure shall begin at the level of Director (Step 2).

**Section 6.** Coaching and counseling sessions shall be removed from the member's record twelve (12) months from the date of the entry. Oral warnings shall be removed from the member's record twelve (12) months from the date of the entry. Written reprimands and suspensions shall be removed from the member's record twenty-four (24) months from the date of the entry.

### **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, production, and purging of files.

**Section 3.** LFUCG shall maintain employee confidentiality to the full extent permitted by law and access to a members 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 will be utilized against the member for matters of discipline.

**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 Union.

**Section 6.** Supervisors may maintain one file on each member under their direct supervision and documents contained in the supervisory file shall not be retained after one (1) year from said documentation.

## **ARTICLE 16**

### **RESIDENCY**

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

## **ARTICLE 17**

### **MILITARY LEAVES**

**Section 1.** Members who are also Members of the National Guard, the military reserve or any of the armed services of the United States shall be granted leaves of absence, not to exceed twenty-one (21) calendar days per military training year (i.e. October 1 - September 30) to participate in regular annual training, including fifteen (15) days leave with pay.

**Section 2.** A Member inducted or enlisted into active duty with the armed forces of the United States, any reserve unit or the National Guard for a period in excess of thirty (30) days shall be eligible for supplement pay equal to the difference between the Member's regular salary and his/her military pay.

**Section 3.** A Member inducted or enlisted into active duty with the armed forces of the United States, any reserve unit or the National Guard for a period in excess of thirty (30) days shall be eligible to continue his selected medical insurance plan at the same level of employee contribution derived from this Agreement.

## **ARTICLE 18**

### **LEGAL PROTECTION**

**Section 1.** LFUCG shall provide for the defense of a Member in any civil action 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 civil action brought against him or a notice of a claim to be made, a Member shall, within five (5) 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 a the cause of action, including the failure to give notice to LFUCG pursuant to Section 4 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, LF.UC.G. 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 PAY**

**Section 1.** In the event that an active member is required to personally meet with attorneys, perform other related preparation as directed by the attorney in a duty-related matter, appear to testify in Court or in a legislative or administrative proceeding outside of his regularly scheduled work hours, he shall accrue a minimum of two (2) hours compensatory time or for the actual time spent for such appearance if more than (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 or for any time related to preparation, testimony, or appearances in any legal proceeding initiated by a member against LFUCG. Pay under this article may be authorized for a member's participation in a non-work related criminal matter arising from exercise of his arrest authority at the discretion of the Director.

**Section 3.** A Member shall be granted leave with pay 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**

### **ACTING PAY**

Upon being placed into an official acting assignment, a Lieutenant assigned to work in an acting capacity as a Captain shall immediately be paid at the minimum rate established for the Captain. A member shall have the option to refuse working in an acting capacity.

A member in an acting assignment will receive credit for time in service in his own permanent position and not in the acting assignment.

## **ARTICLE 21**

### **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 with years of service defined as in Article 8, section 1A.

##### **Vacation**

From January 1, 2013 through June 30, 2014:

##### **Years of Service**

1 through 10 years

10 years or higher

##### **Monthly Leave Earned**

7 hours / month

11 hours / month

For the remainder of the contract:

##### **Years of Service**

1 through 10 years

10 years or higher

##### **Monthly Leave Earned**

10 hours / month

14 hours / month

**Holidays (8 hours/day unless otherwise specified)**

Independence Day	New Years Day
Martin Luther King Jr.'s Birthday	President's Day
Memorial Day	Christmas Day
Christmas Eve Day	Labor Day
Thanksgiving (Thursday and Friday)	

From January 1, 2013 through June 30, 2014 the following paragraph shall not be in effect and each employee shall be granted only the above listed holidays.

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 time:
1. Members may submit requests for vacation/holiday no sooner than six (6) months nor later than twenty-four (24) hours prior to the requested date. The employees request shall be granted/denied based on availability. 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. Members may only apply for leave they have already accrued in their leave bank.
  2. Management reserves the right under Article 3 to adjust or change vacation /holiday schedules due to extreme and exigent circumstances.
- B. 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.
- C. 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. Community projects leave time cannot be accumulated or paid out at retirement or termination.



D. Annual vacation/holiday accrual is cumulative to the extent set forth herein. Accrued annual vacation/holiday cannot exceed three hundred and twenty-five (325) hours and any vacation/holiday 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.** Vacation and holiday leave may be taken in six (6) minute increments, consistent with the KRONOS system. Leave in excess of two (2) consecutive weeks may be granted at the sole discretion of the Division Director or his designee.

**Section 3.** Members are permitted to call in using emergency leave. Emergency leave is limited to situations involving use of accumulated leave to handle an unforeseen personal matter which is not covered by sick leave. An unforeseen personal matter is one that the member could not have reasonably foreseen, and which was created by an unavoidable situation less than twenty four hours before the beginning of the shift on which the leave is needed. The member must have sufficient accumulated vacation, holiday, or compensatory leave to request use of emergency leave. A member may not request approval for leave that he has not yet accumulated for the pay period. The member shall use the same call in procedure as is in effect for sick leave. Emergency leave is limited to not more than sixteen (16) hours per calendar year unless extended at the sole discretion of the Director.

**Section 4.** 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 of absence will depend upon each circumstance and the recommendation and approval of the Director of Community Corrections, but shall not exceed one hundred eighty (180) days. 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. A condition precedent to a request for a leave of absence requires a member to have exhausted all vacation, holiday, compensatory 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 of the member for purpose of this section shall include parents, spouse, and children. Sick leave may be taken in six minute increments, consistent with the KRONOS system.

**Section 2.** A member who is unable to report for duty because of illness, injury, prescribed medication or treatment shall immediately notify his commanding officer or other competent authority as designated by the Bureau/Unit Commander upon determining the need to be absent from duty. This notification should be made at least one (1) hour prior to the scheduled reporting time.

#### **Section 3. Medical Statement**

- A. A member who is absent from work for three (3) or more consecutive work days, or where the Bureau/Unit Commander has reasonable suspicion to believe an abuse of sick leave may be occurring, may be required to provide a medical statement from his treating physician substantiating his need for leave.
- B. Proof of abuse of paid sick leave privileges may constitute grounds for disciplinary action including dismissal.

**Section 4.** Sick leave shall be accrued at a rate of ten (10) hours per month. Sick time may be accumulated up to six hundred (600) hours. Once a member has accrued six hundred (600) hours of sick time, any amount of time exceeding the six hundred (600) 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 5.** 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 LFUCG employee in need.

### **IV. FAMILY MEDICAL LEAVE (FMLA)**

Any member who has been on the payroll at least one year and who has worked twelve hundred fifty (1250) hours during the previous twelve (12) months may be

entitled to up to twelve (12) weeks of leave (or 480 hours) in a twelve (12) month period under the Family and Medical Leave Act. This time may cover the birth of a child for the mother or father, or placement of a child in the home through foster care or adoption. The member must use all accrued sick, vacation, holiday, and/or compensatory leave, after which the remaining leave will be without pay.

## **V. BEREAVEMENT LEAVE**

**Section 1.** A Member will be able to use up to three (3) 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 or settling an estate. Additional time for bereavement leave may be granted using sick, holiday, vacation or compensatory time when bereavement leave has been exhausted. Bereavement Leave may be used in hourly increments and is not required to be taken consecutively. 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, and Great-Grandparents.

**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").

## **VI. COMPENSATORY TIME**

Compensatory time will be accrued on an hour for hour basis for all hours worked in excess of forty (40) hours per week with a maximum annual accrual of one hundred twenty (120) hours. Members who have accumulated more than eight (8) Compensatory hours are permitted to donate any amount accrued in 8 hour increments to the LFUCG sick bank program, contributing to a fellow LFUCG employee in need.

## **VII. VOTING LEAVE**

Members who are eligible to vote in any election in the Commonwealth of Kentucky and are scheduled to work any time during the time voting locations are open, shall be allowed up to one (1) hour of paid time off in order to vote. If members require additional time in order to vote, LFUCG may grant reasonable vacation, holiday, compensatory time off, or unpaid leave not to exceed three (3) hours, in order to vote. Members must request voting leave, paid or unpaid, at least twenty-four (24) hours prior to the requested date. Any Member who exercises this right to voting leave but fails to cast a vote under circumstances which did not prohibit the Member from voting may be subject to disciplinary action.

## **ARTICLE 22**

### **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 within ten (10) work days of the incident.

**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 twelve (12) 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 twelve (12) 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 twelve (12) 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) 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) 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 twelve (12) 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 time in modified duty and disability combined shall not exceed twelve (12) months for the same injury or illness except that this may be extended at the discretion of the Director for up to an additional six (6) months if there is a definitive return to work date provided by the treating physician.

## **ARTICLE 23**

### **DEATH IN THE LINE OF DUTY**

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 Member's estate, the sum of fifty thousand dollars (\$50,000) 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 Worker's Compensation income benefits, and any Social Security benefits which may be due.

## **ARTICLE 24**

### **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 will 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 January 1, 2013, LFUCG shall contribute \$455.74 per month on behalf of each employee enrolled in the flexible benefit program. LFUCG benefit contribution may be combined by employees to purchase benefits. Members may participate in any options offered to LFUCG employees in health insurance plans, dental insurance, vision and other plans offered by LFUCG

**Section 3.** If an employee opts not to enroll in the Flexible Benefit Plan or LFUCG monthly contributions exceed premium cost, LFUCG shall contribute the same monthly contributions as set forth herein or the excess contributions, whichever is applicable, to the employee's deferred compensation accounts. However, members must provide proof of alternate medical insurance coverage to request this provision.

**Section 4.** 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.

**Section 5.** The Union shall provide a representative to sit on any group or committee that LFUCG may create related to health care costs and benefits.

## **ARTICLE 25**

### **LIFE INSURANCE**

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

- A. \$10,000.00 payment upon death of the insured; and,
- B. \$10,000.00 accidental death and dismemberment insurance.

## **ARTICLE 26**

### **TUITION BENEFIT**

Members, with at least one year of Community Corrections service, shall receive reimbursement for the cost of tuition and books for up to \$1,500.00 per year upon verification of successful completion of coursework at a grade of "C" or better for undergraduate courses or at a grade of "B" or better for graduate course work and submission of applicable receipts at an accredited college, university or facility of higher education. Course taken must be job related or as verified as part of a degree program. Verification required for reimbursement will include transcripts and receipts delineating actual costs.

The parties agree that 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 27**

### **EDUCATIONAL INCENTIVE**

**Section 1.** Annual education incentive pay will be paid to members as follows:

30 – 59 credit hours earned.....	\$ 300
60 – 89 credit hours earned.....	\$ 750
90 + credit hours earned.....	\$ 950
Bachelor's Degree (from an accredited institution of higher education).....	\$1,500
Graduate Degree (from an accredited institution of higher education).....	\$1,750

All credit hours must be from an accredited institution of higher education.

**Section 2.** The above amounts will be paid in regularly scheduled payroll periods. Only one (1) incentive pay will be paid to any member.

## **ARTICLE 28**

### **PERSONAL PROPERTY REIMBURSEMENT**

A member shall be reimbursed by LFUCG for personal property damaged or destroyed while in the performance of an official action as provided in this Article. 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 Member's negligence resulted in the damage or destruction of his property.

Personally owned eyeglasses, contact lenses or dental equipment shall be reimbursed up to \$200 per item upon receipt by LFUCG of appropriate documentation. Other personal items (e.g. jewelry, watches, telephones, writing instruments, personal electronic equipment, organizers, bags, brief cases, etc.) shall be reimbursed up to \$100 per item upon receipt by LFUCG of appropriate documentation. Payments under this Article shall be limited to \$500.00 per occurrence with a maximum of \$1000.00 per calendar year, except that personally owned firearms may be reimbursed for replacement value. This coverage shall only apply to items not covered by the Division of Risk Management's policy. The limits contained herein may be increased for exceptional circumstances at the discretion of the Director of Community Corrections.

## **ARTICLE 29**

### **SHIFT SUPPLEMENT**

**Section 1.** Lieutenants and Captains permanently assigned to second and third shift assignments will receive a shift supplement as follows:

<u>Shift</u>	<u>Amount</u>
Second	\$25.00 per week
Third	\$50.00 per week

**Section 2.** Entitlement to shift supplement is based solely on actual permanent assignment.

## **ARTICLE 30**

### **SALARY SCHEDULE**

The pay schedule for the bargaining unit attached as Appendix B, shall be effective beginning January 1, 2013. For Lieutenants and Captains, members will be placed at their appropriate pay based upon time in grade.

Effective January 1, 2013 the annual advancement of members through the pay schedules will be suspended until July 1, 2014. Beginning July 1, 2014 any member



who still has steps remaining shall resume movement through the attached pay schedules on their step schedule and, if eligible, shall move one additional step effective with the last full pay period of LFUCG Fiscal Year 2015.

Effective with the first pay period after July 1, 2014, each step shall be increased by \$500 and an additional Step 8+ shall be added at 1.5% above the existing Step 7-8 with the \$500 being applied first.

## **ARTICLE 31**

### **ALCOHOL AND DRUG-FREE WORKPLACE**

The Union and LFUCG agree to maintain an alcohol and drug-free workplace. The public has a right to expect public safety employees to be both physically and mentally prepared to assume their duties at all times, free from serious impairments which result from the use of controlled substances, alcohol and other forms of drug use.

The Director of Human Resources shall be responsible for the administration of and establishing the operational procedures necessary to implement this policy. The Union and LFUCG agree to follow the LFUCG CAO #7: *Revised Alcohol and Drug Free Workplace Policy* effective May 16, 1996.

## **ARTICLE 32**

### **RESPONSIBLE RELATIONSHIP**

The LFUCG and the Union 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 Union and their respective representatives at all levels will apply the terms of this contract in accordance with the language contained therein and consistent with the Union'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.

## **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**

##### **ENTIRE AGREEMENT**

**Section 1.** Neither the LFUCG nor the Union shall be bound by any requirement not expressly set out in this Agreement.

**Section 2.** This Agreement shall cover all agreements between LFUCG and the Union, and neither party shall be required to negotiate on any matters or subjects not specifically set forth herein. It is expressly agreed that this Agreement constitutes the entire agreement between the parties.

#### **ARTICLE 36**

##### **TERM**

**Section 1.** This Agreement shall become effective as of January 1, 2013 and shall remain in effect up to and including June 30, 2015.

**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) days prior to June 30, 2015 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) 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.

### AFFIRMATION

Pursuant to Kentucky Revised Statutes, the Lexington-Fayette Urban County Government and the American Federation of State, County, and Municipal Employees, Council 62, 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

AMERICAN FEDERATION OF  
STATE, COUNTY, & MUNICIPAL  
EMPLOYEES, LOCAL 2785

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

\_\_\_\_\_  
BY:  
JEFF CARTER, PRESIDENT

\_\_\_\_\_  
BY:  
JIM GRAY, MAYOR

\_\_\_\_\_  
EDWARD GARDNER, CHIEF  
NEGOTIATOR

## Chapter 17. Uniform Disciplinary Code [Section 21-45(h)]

The LFUCG has established the Uniform Disciplinary Code to provide consistent rules governing performance and work behavior expected from employees at all levels. The Uniform Disciplinary Code outlines the penalties and remedial administrative action for various types of work deficiencies and undesirable behavior.

The following pages contain a copy of the Uniform Disciplinary Code. ***It is your responsibility to read and become familiar with its contents.*** Contact your immediate supervisor or the Division of Human Resources if you have questions about the Uniform Disciplinary Code.

The following pages reflect the Code as revised on 11/23/83, 02/07/84, 09/23/88, 01/02/91, 11/11/93, and 01/01/2003.

### UNIFORM DISCIPLINARY CODE GUIDELINES FOR URBAN COUNTY GOVERNMENT EMPLOYEES

#### Introduction

These Guidelines outline standard ranges of penalties for work deficiencies and undesirable conduct on the part of LFUCG employees. Commissioners and directors periodically should review compliance with these Guidelines to ensure that all supervisors are being consistent in taking disciplinary action and that you are aware of the Uniform Disciplinary Code. Directors are to furnish a copy of these Guidelines to each employee and supervisor. Questions that are not answered in the Guidelines or by your supervisor should be directed to the Division of Human Resources.

The Uniform Disciplinary Code applies to every LFUCG employee at all levels, including administrators, managers and supervisors. It does not apply to probationary or other at-will employees hired by the Mayor or Council. (Supervisors may consult these Guidelines to discipline employees not covered by the Code but they are not required to do so.) There are additional operational rules outlined in General Order 73-2/E for the Division of Police and in Sections 23-41 through 23-44 of the Code of Ordinances for the Division of Police and the Division of Fire & Emergency Services, which, under specific circumstances, may prevail over these Guidelines. The Disciplinary Code, these Guidelines and the operational rules cited above should be applied in each situation. In the event any section of the Guidelines conflicts with the provisions of KRS 95.450 or KRS 15.520, the statutes shall prevail. Additionally, penalties imposed on exempt employees must be adjusted so as not to violate the Fair Labor Standards Act.

## **General Guidelines**

It is difficult for the Code and Guidelines to be all inclusive or to assign an appropriate penalty to every offense or work deficiency. For example, "Leaving the work station 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. In each case, supervisors must rely on their judgment as experienced administrators to arrive at the proper disciplinary action. 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 of time 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 (5) years old or older should not be used in imposing current disciplinary action.

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. Division policies, with periodic updates, are to be submitted to the Division of Human Resources for review prior to implementation to ensure general compliance with the Disciplinary Code and Guidelines. 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. Policies within a division must be applied similarly for employees in similar situations. Penalties recommended in these guidelines must be applied similarly to employees with similar violations.

The recommended discipline is to be used as a guide and is not intended to be mandatory or all inclusive. The appropriate disciplinary action will be determined after the supervisors have carefully considered the circumstances of each case. The immediate supervisor or superior manager in the employee's immediate chain of command should initiate disciplinary action. If a supervisor has a complaint against an employee outside of his chain of command, the supervisor should submit this 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 the Division of Human Resources. The Division of Human Resources will investigate the complaint and consult the Division Director to whom the employee is assigned before making any recommendation for discipline. Additionally, Pursuant to KRS 67A.280 and KRS 95.450, anyone may file charges against any civil service employee with the Civil Service Commission or against any sworn personnel (Police or Fire) with the Urban County Council.

## **Definition of Disciplinary Actions**

The degree of discipline administered in any given situation depends on the severity of the infraction. Each Division Director should evaluate the circumstances and facts of the offense and select the most suitable form of discipline. The levels of progressive discipline are:

### ***Oral Warning***

- An oral warning should be used 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.
- All conversations with employees about their work performance do not have to be conducted as oral warning sessions. It may be appropriate to hold coaching and counseling sessions with employees to review job expectations and standards, when new programs are started, or when existing programs are reorganized. Coaching and Counseling sessions should not be viewed as disciplinary in nature.

### ***Written Reprimand***

- Written reprimands are imposed when the employee disregards an oral warning or for more severe first offenses.
- A classified civil service employee may not be reprimanded more than two (2) times within twelve (12) months unless charges are filed with the Civil Service Commission.

### ***Suspension Without Pay***

- A suspension is imposed for severe infractions of rules or standards or for violations occurring after the employee has received oral warnings or written reprimands and has failed to correct the error or to improve his behavior. This discipline should be applied after a thorough evaluation of the circumstances by the supervisor and those in the employee's chain of command.
- All suspensions are without pay.
- The supervisor shall notify the Division of Human Resources before issuing any suspension and shall coordinate suspensions of exempt employees with the Division of Human Resources.
- The guidelines impose suspensions in terms of "hours" in order to address workdays longer than eight (8) hours.
- A classified civil service employee may not be suspended for more than 160 consecutive work hours or 240 non-consecutive work hours within twelve (12) months unless charges are filed with the Civil Service Commission.
- The supervisor should attempt to make the employee's return to the job after a suspension as dignified as possible.

***Dismissal***

A dismissal is reserved for the most severe violations of the Uniform Disciplinary Code or other Urban County Government policies, for cases in which an employee refuses to correct behavior despite prior disciplinary action or for cases where an employee commits more than one type of serious infraction. This punishment represents the supervisor's judgment that the employee cannot be rehabilitated into a productive employee. It also has the most serious repercussions for the employee in terms of future employment.

## **Disciplinary Procedures**

### ***Classified Civil Service Employees – Divisions Without Discipline Review Boards***

#### ***Oral Warning***

- After discussing the oral warning with the employee in private, the supervisor and the employee should sign the written record of the oral warning. Copies of the oral warning should be given to the employee and the Commissioner of the Department. The original should be placed in the oral warning file in the Division of Human Resources, where it will remain for 12 months. It will then be destroyed if no further infractions have been committed. There is no appeal to the Civil Service Commission for an oral warning. The oral warning file in the Division of Human Resources is separate from the employee's personnel file and is the official record of such disciplinary records. The oral warning file can be used if the employee files a formal grievance or complaint about the oral warning. If the circumstance causing the oral warning is not corrected, the employee will be subject to more severe disciplinary measures.

#### ***Written Reprimand***

- The supervisor should prepare a written reprimand form explaining the occurrence. The supervisor should then present the facts of the incident and his recommendation for discipline to his superior in the chain of command. The reviewing superior may agree or disagree with the recommendation. In all cases, the facts of the offense and the recommended discipline should be presented to the division director before any discipline is imposed. The supervisor should discuss the offense with the employee and should consider the employee's explanation of the event before any final action is taken. The written reprimand form, which is to be signed by the Commissioner and Division Director, should be presented to and signed by the employee. A copy of the written reprimand form is to be given to the employee and the Commissioner and the original form is to be sent to the Division of Human Resources and placed in the employee's personnel file. Written reprimands may be appealed to the Civil Service Commission. Unless reversed by the Commission, they remain permanent records in an employee's file.

#### ***Suspension Without Pay***

- Before issuing a suspension, the supervisor should assemble the facts supporting the suspension and discuss the events with the employee. The supervisor should then review the action with his superiors (as outlined above in the written reprimand section) and determine the length of the suspension. The supervisor should then inform the employee of the disciplinary action, making certain that the employee is aware of the reasons for the action. The original disciplinary action form, signed by the Commissioner and Division Director, is to be sent to the Division of Human Resources and placed in the employee's personnel file. A copy is to be given to the employee. Suspensions may be appealed to the Civil Service Commission. Unless reversed by the Commission, they remain permanent records in an employee's file.



### ***Dismissal***

- Before recommending the dismissal of an employee, the supervisor must discuss the action with appropriate superior officials. Specific charges for dismissal are to be prepared by the Department of Law in consultation with the supervisor or his superior. Except in unusual circumstances, an employee should be given the option to resign rather than face charges. If the employee refuses to resign, the supervisor should commence action by filing the charges with the Mayor and placing the employee on suspension without pay. Except in situations where a threat to supervisors or other employees exists, the employee may not be suspended from duty until charges are filed.

### ***Classified Civil Service Employees – Divisions With Discipline Review Boards***

- Each department may create a Discipline Review Board pursuant to the guidelines established in the appropriate CAO Policy. When a supervisor believes that an employee has committed a violation of the Uniform Disciplinary Code, the supervisor shall submit a request for discipline to the Review Board on a form supplied by the Board. The Board will hear cases involving written reprimands and suspensions of 160 hours or less. Supervisors may issue oral warnings in the manner described above. Requests for dismissal shall not be heard by the Board and will be sent to the Department of Law.
- The request for discipline form submitted to the Discipline Review Board shall include: Nature of the alleged violation; Date and time of the alleged violation; Identity of the alleged violator; Evidence to support the accusation; and Identity of the complainant.
- The Discipline Review Board will hear testimony from the supervisor, the employee and other witnesses, if necessary, and review written or other evidence. The supervisor and the employee shall speak for themselves and shall not be allowed any other representative.
- After hearing the evidence, the Discipline Review Board will make a recommendation to the supervisor on whether the employee should be disciplined and, if so, the appropriate level of discipline. This recommendation is not binding on the supervisor. If the supervisor imposes discipline, the employee may appeal it to the Civil Service Commission. The recommendation of the Discipline Review Board may be placed in evidence before the Civil Service Commission.

### ***Division of Fire & Emergency Services and Division of Police***

The procedures outlined in the above section apply to sworn employees of the Division of Fire & Emergency Services and the Division of Police. Disciplinary action shall be imposed, however, only pursuant to KRS 95.450 (Police and Fire) and KRS 15.520 (Police).

## **Disciplinary Actions**

### ***1a. Driving An Urban County Government Vehicle While Under The Influence Of Alcohol; After Ingesting Illegal Drugs; Or While Using Prescription Or Non-Prescription Drugs That Impair Efficient Operation Of The Vehicle:***

Definition: This offense prohibits driving a vehicle or operating equipment owned by the Urban County Government while under the influence of alcohol, after ingesting illegal drugs, or while using prescription or non-prescription (over-the-counter) drugs that impair the efficient operation of the vehicle or equipment.

Comment: The supervisor should follow the procedures and impose the penalties adopted in the Drug and Alcohol Free Workplace Policy.

### ***1b. Failure To Report A Suspended Or Revoked Driver's License:***

Definition: This offense occurs when an employee who may be required at any time to drive an Urban County Government vehicle fails to notify his supervisor within twenty-four (24) hours of the employee losing his driving privileges for any reason.

### ***1c. Driving An Urban County Government Vehicle With A Suspended Or Revoked Driver's License:***

Definition: This offense occurs when an employee operates an Urban County Government vehicle while his 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.

Comment: This rule should be explained to any employee who may be called upon to drive an Urban County Government vehicle.

## ***2. Stealing Or Theft:***

Definition: Employee shall use Urban County Government property only for its intended purposes in accordance with established government or divisional procedures and shall not take any Urban County Government equipment or property for personal use or sale. Evidence of theft will be turned over to the Division of Police for investigation, and prosecution will be pursued.

Comment: Supervisors should notify the police immediately in case of theft or suspected theft.

### ***3. Intentional Or Deliberate Destruction Or Unauthorized Use of Urban County Government Property:***

Definition: Employees shall utilize Urban County Government property only for its intended purpose in accordance with established government or divisional procedures and shall not intentionally abuse, damage or lose through negligence any Urban County Government equipment or property.

### ***4. 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:***

Definition: This offense deals with use or possession of illegal drugs on the job or behavior by an employee which gives a supervisor reasonable cause to believe that an illegal drug is present in an employee's system. This rule does not include medications prescribed to and properly taken by an employee because of a medical condition if the use of the prescribed medication has been properly reported to a supervisor. If the prescribed medication has a negative side effect, it is the employee's responsibility to tell a supervisor before the employee is assigned any duties.

Comment: If the employee's behavior indicates that the employee has ingested drugs, the supervisor should follow the procedures and impose the penalties adopted in the Alcohol and Drug Free Workplace Policy. Employees who leave their workstation to consume drugs shall be subject to the severest discipline.

### ***5. Use Of, Possession Of, Or Positive Test For Alcohol While On The Job:***

Definition: This offense deals with drinking on the job or behavior by an employee which gives supervisors reasonable cause to believe that the employee has been drinking alcoholic substances during or before reporting to work. This rule does not include medications containing alcohol which are prescribed to and properly taken by an employee because of a medical condition if the use of the prescribed medication has been properly reported to a supervisor. If a prescribed medication has a negative side effect, it is the employee's responsibility to tell a supervisor before the employee is assigned any duties.

Comment: Dismissal will be recommended for employees who are sentenced to serve jail time for offenses attributable to intoxicating substances (including alcohol or public intoxication, or driving under the influence). Supervisors should follow the procedures and impose the penalties adopted in the Alcohol and Drug Free Workplace Policy. Employees who leave their workstation to consume alcohol shall be subject to the severest discipline.

**6a. Violent Behavior, Throwing Objects Toward Or At Others, Verbal Threats, Or Fighting On The Job (With Weapon):**

Definition: 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 to be used for that purpose. This offense includes, but is not limited to:

1. Fighting with a weapon;
2. On duty possession of a weapon;
3. On duty possession of an object which could be used as a weapon, which has no relationship to the employee’s duties, and which is unnecessary on the work site, or is unnecessary for the effective and efficient performance of the job (for example, a baseball bat, brass knuckles, tasar unit);
4. Using objects or equipment that are necessary for the performance of the job as a weapon (for example, using a crowbar or tire iron as a weapon rather than as a tool);
5. Making verbal threats while in possession of a weapon; or
6. Throwing objects at or in the direction of others.

Comment: The supervisor shall take immediate action in the event of a fight without endangering himself or others. In serious cases, the Division of Police should be called to assist the supervisor.

**6b. Violent Behavior Or Fighting On The Job (Without Weapons):**

Definition: This offense includes, but is not limited to:

1. Fist fights or similar physical conduct;
2. Horse play which causes or has the potential of causing injury; or
3. Any intentional pushing, shoving, hitting, or bumping;

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.

Comment: In addition to disciplinary action, the employees involved will submit to an evaluation by the LFUCG EAP counselors. After the EAP evaluation, the counselor will provide the Human Resources director with a statement certifying that the employee has been evaluated and is fit to return to work. 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.

**6c. Verbal Threats Or Harassing Statements:**

Definition: This offense includes, but is not limited to:

1. Statements, including written or e-mail statements, that seriously alarm, annoy, intimidate or harass a person or which could cause a reasonable person to suffer mental distress; or
2. Oral threats to commit any act likely to result in substantial damage to property.

Comments: “Joking” references to shooting others, “going postal” or “blowing people away” will be taken very seriously and will result in disciplinary action. The supervisor will take immediate action when situations of this type develop. In addition to disciplinary action, the employee will be required to be evaluated by EAP counselors. After the sessions, the EAP counselor will provide the Human Resources Director with a statement certifying that the employee has been counseled and understands appropriate workplace behavior.

## ***7. Leaving Assigned Work Station Without Authorization:***

Definition: This offense occurs when an employee leaves the workstation without permission. It includes leaving the workstation to conduct personal business, but does not include absence due to a valid emergency if the employee ensures that his duties will be covered and notifies a supervisor.

Comment: Emergency situations 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 must 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 (3) days of the absence.

## ***8a. Insubordination:***

Definition: This offense involves behavior or statements, which 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 failure to follow instructions which have been adequately explained; repeated occurrences of poor decision making which lead to the redoing of work; consistent failure to meet assignment deadlines; or a pattern of incorrect work that results in disruption of the operation of the unit or impairment of its effectiveness and efficiency.

Comment: 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.

## ***8b. Malicious Behavior Or Deliberate Behavior Which Affects The Efficient And Effective Performance Of The Job:***

Definition: 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.

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

### **8c. Misconduct:**

Definition: 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.

Comment: 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.

### **8d. Inefficiency:**

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

Comment: 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. An inefficient employee is one who is not able (rather than unwilling) to obey or comply with the orders of a supervisor or to otherwise perform his assigned duties.

## **9. Sleeping On The Job:**

Definition: An employee must 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.

### **10a. Vehicle Or Equipment Accidents Involving More Than \$1,000 Damage Where Employees Are At Fault Due To Negligence Or Carelessness:**

Definition: Employees are required to operate Urban County Government vehicles and equipment in a safe, prudent and responsible manner consistent with all local and state laws and all relevant Government, department or division policies. An employee who fails to operate a vehicle or equipment safely, legally or consistent with government, department or division policies and incurs more than \$1,000 damage is subject to disciplinary action. Any employee involved in a vehicle

accident where the property damage exceeds the amounts established in the Alcohol and Drug Free Workplace Policy shall be subject to a post critical incident drug test.

**Comment:** The employee must ensure the safe operation of all vehicles and equipment to which he is assigned. Employees not familiar with proper vehicle or equipment operating procedures must 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, the employee should inform his supervisor so that proper measures can be taken to avoid an accident. Restitution shall be based on fair market value of necessary repairs or replacements.

**10b. Minor Traffic Violations In Urban County Government Vehicles Or Any Vehicle Or Equipment Accidents Involving Less Than \$1, 000 In Property Damage Where Employees Are At Fault Due To Negligence Or Carelessness:**

**Definitions:** These violations may include, but are not limited to, speeding, driving left of the centerline, failing to yield the right-of- way, or accidents, which result in less than \$1,000 damage to vehicles or equipment. Careless use of vehicles or equipment, such as power tools or grounds – keeping equipment, which results in damage to the vehicle or equipment or other property, is also covered by this rule. Restitution shall be based on fair market value of necessary repairs or replacements.

**11. Absent Without Approved Leave:**

**Definition:** The offense occurs when an employee fails to report for duty, to call-in as required by Government, department or division policy, or does not have sufficient leave to cover an absence. The difference between being Absent Without Approved Leave (“AWOL”) and being tardy is discussed in Item E. 14. [Note: Once all approved leave is exhausted, the employee shall be marked AWOL. There is no approved payroll designation of “absent no pay.”]

**Comment:** 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 the Division of 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 shall not accrue vacation and sick time for the entire calendar month. Each AWOL on each “work day” is a separate occurrence. 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.

Employees held in jail may request administrative leave under Sections 21-33 and 21-37 of the Code of Ordinances, which may or may not be granted depending upon Government, department

and division policies and the circumstances. Employees who exhaust all administrative leave under Sections 21-37 will be AWOL and subject to dismissal.

### **11b. Absent Without Approved Leave for 2 or More Days in a Row:**

Definition: This offense covers those situations where an employee fails to report to work for 2 or more days in a row.

Comment: Employees who are AWOL 2 or more days in a row are subject to more severe discipline.

### **12. Excessive Use Of Sick Leave:**

Definition: 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 requesting leave without pay for sickness when no chronic ailment has been diagnosed.

Comment: One warning sign of abuse of sick leave is 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 chronic illness and must apply for leave without pay. 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 the employee be examined by an Urban County Government selected physician if questions exist as to the employee's ability to perform the duties of his job. The Director of Human Resources should be contacted to arrange for a medical examination.

### **13a. Failure To Observe Safety Procedures; Failure To Wear Protective Clothing – (Class A – Serious – Life Threatening):**

### **13b. Failure To Observe Safety Procedures; Failure To Wear Protective Clothing – (Class B – Less Serious Non – Life Threatening):**

Definition: These violations include, but are not limited to, removal or destruction of safety devices; failure to keep equipment and work areas clean; failure to report unsafe working



conditions; or failure to wear safety clothing (for example, hard hats, safety glasses, steel – toe shoes, seat belts).

**Comment:** Each division should have safety rules or procedures identifying Class A (serious) and Class B (less serious) rules. Safety rules should be approved by the safety coordinator in the Division of Risk Management 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 Risk Management 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 safety rules and regulations.

#### **14. Excessive Tardiness:**

**Definition:** 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 (2) 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.

**Comment:** 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 the Division of 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 AWOL; however, if an employee is absent for more than thirty (30) minutes, then he is AWOL rather than tardy.

#### **15. Failure To Submit Required Or Completed Reports Or Forms:**

**Definition:** Forms and reports that are part of an employee's job duties must be submitted in accordance with established Government, department or division procedures.

#### **16. Gambling On The Job:**

**Definition:** The offense of gambling defined as staking or risking something of value upon the outcome of a contest, game, gaming scheme, or gaming device which 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 determined by chance or the ultimate winner is determined by skill shall not be considered gambling. Gambling is a prohibited non-work related activity. Personnel in the Division of Community Corrections shall be subject to dismissal for a first offense of gambling.

## UNIFORM DISCIPLINARY CODE

<b>1a</b>	<b>Occurrence</b>	<b>Driving an Urban County Government vehicle while under the influence of alcohol; after ingesting illegal drugs; or while using prescription or non-prescription drugs that impair efficient operation of vehicle.</b>
	1 <sup>st</sup> Occurrence	See the Alcohol and Drug Free Workplace Policy.
<b>1b</b>	<b>Occurrence</b>	<b>Failure to report a suspended or revoked driver's license.</b>
	1 <sup>st</sup>	Written reprimand (employees must report suspended or revoked driver's license to supervisor within 24 hours).
	2 <sup>nd</sup>	80—160 hours suspension, depending on circumstances.
<b>1c</b>	<b>Occurrence</b>	<b>Driving an Urban County Government vehicle with a suspended or revoked license.</b>
	1 <sup>st</sup> Occurrence	80—160 hours suspension.
	2 <sup>nd</sup> Occurrence	Dismissal.
<b>2</b>	<b>Occurrence</b>	<b>Stealing or theft.</b>
	1 <sup>st</sup> Occurrence	80—160 hours suspension.
	2 <sup>nd</sup> Occurrence	Dismissal.
<b>3</b>	<b>Occurrence</b>	<b>Intentional or deliberate destruction or unauthorized use of Urban County Government property.</b>
	1 <sup>st</sup> Occurrence	Restitution and 80—160 hours suspension or dismissal.
	2 <sup>nd</sup> Occurrence	Dismissal.
<b>4</b>	<b>Occurrence</b>	<b>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.</b>
	1 <sup>st</sup> Occurrence	See the Alcohol and Drug Free Workplace Policy.
<b>5</b>	<b>Occurrence</b>	<b>Use of, possession, or positive test for alcohol while on the job.</b>

	1 <sup>st</sup> Occurrence	See the Alcohol and Drug Free Workplace Policy.
<b>6a</b>	<b>Occurrence</b>	<b>Violent behavior, throwing objects toward or at others, verbal threats or fighting on the job (with weapon).</b>
	1 <sup>st</sup> Occurrence	Dismissal.

<b>6b</b>	<b>Occurrence</b>	<b>Violent behavior or fighting on the job (without weapon).</b>
	1 <sup>st</sup> Occurrence	40—160 hours suspension, plus sessions with EAP Counselors and a statement indicating the employee has been counseled and is fit to return to work, or dismissal depending on circumstances or threat.
	2 <sup>nd</sup> Occurrence	Dismissal.
<b>6c</b>	<b>Occurrence</b>	<b>Verbal threats or harassing statements.</b>
	1 <sup>st</sup> Occurrence	Written reprimand or 8—120 hours suspension, plus sessions with EAP counselors and a statement indicating the employee has been counseled and is fit to return to work, or dismissal depending on circumstances or threat.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension, plus sessions with EAP counselors and a statement indicating the employee has been counseled and is fit to return to work, or dismissal depending on circumstances or threat.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>7</b>	<b>Occurrence</b>	<b>Leaving assigned work area without authorization.</b>
	1 <sup>st</sup> Occurrence	Written reprimand or 40—120 hours suspension, depending on circumstances.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension or dismissal.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>8a</b>	<b>Occurrence</b>	<b>Insubordination.</b>
	1 <sup>st</sup> Occurrence	Oral warning, written reprimand or 8—120 hours suspension, depending on circumstances.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension or dismissal.

		depending on circumstances.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>8b</b>	<b>Occurrence</b>	<b>Malicious behavior or deliberate behavior, which affects the efficient and effective performance of the job.</b>
	1 <sup>st</sup> Occurrence	Oral warning, written reprimand or 8—120 hours suspension, depending on circumstances.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension or dismissal, depending on circumstances.
	3 <sup>rd</sup> Occurrence	Dismissal.

<b>8c</b>	<b>Occurrence</b>	<b>Misconduct</b>
	1 <sup>st</sup> Occurrence	Oral warning, written reprimand or 8—120 hours suspension, depending on circumstances.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension or dismissal, depending on circumstances.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>8d</b>	<b>Occurrence</b>	<b>Inefficiency</b>
	1 <sup>st</sup> Occurrence	Oral warning, written reprimand or 8—120 hours suspension, depending on circumstances.
	2 <sup>nd</sup> Occurrence	128—160 hours suspension or dismissal, depending on circumstances.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>9</b>	<b>Occurrence</b>	<b>Sleeping on the job</b>
	1 <sup>st</sup> Occurrence	Written reprimand or 40—80 hours suspension, depending on circumstances.
	2 <sup>nd</sup> Occurrence	88—160 hours suspension or dismissal, depending on circumstances.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>10a</b>	<b>Occurrence</b>	<b>Vehicle or equipment accidents involving more than \$1,000 where employees are at fault (due to negligence or carelessness).</b>
	1 <sup>st</sup> Occurrence	Oral warning, written reprimand, 40—120 hours suspension or dismissal, depending on circumstances, and restitution up to \$1,000.

	2 <sup>nd</sup> Occurrence	128—160 hours suspension or dismissal, depending on circumstances, and restitution up to \$1,000.
	3 <sup>rd</sup> Occurrence	Dismissal.
10b	Occurrence	<b>Minor traffic violation in Urban County Government vehicle during any calendar year or any vehicle or equipment accident involving less than \$1,000 in property damage where employees are at fault (due to negligence or carelessness).</b>
	1 <sup>st</sup> Occurrence	Oral warning or written reprimand, depending on circumstances, and restitution up to \$1,000.
	2 <sup>nd</sup> Occurrence	48—120 hours suspension and restitution up to \$1,000.
	3 <sup>rd</sup> Occurrence	Dismissal.

<b>11a</b>	<b>Occurrence</b>	<b>Absent without approved leave.</b>
	1 <sup>st</sup> Occurrence	Written reprimand or 24—40 hours suspension.
	2 <sup>nd</sup> Occurrence	48—160 hours suspension.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>11b</b>	<b>Occurrence</b>	<b>Absent without approved leave for more than two days.</b>
	1 <sup>st</sup> Occurrence	48—160 hours suspension.
	2 <sup>nd</sup> Occurrence	Dismissal.
<b>12</b>	<b>Occurrence</b>	<b>Excessive Use of sick leave.</b>
	1 <sup>st</sup> Occurrence	Written reprimand or 8—40 hours suspension.
	2 <sup>nd</sup> Occurrence	48—120 hours suspension.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>13a</b>	<b>Occurrence</b>	<b>Failure to observe safety procedures or to wear protective clothing (Class A serious – life threatening).</b>
	1 <sup>st</sup> Occurrence	8—40 hours suspension.
	2 <sup>nd</sup> Occurrence	48—120 hours suspension.
	3 <sup>rd</sup> Occurrence	Dismissal.
<b>13b</b>	<b>Occurrence</b>	<b>Failure to observe safety procedures or to wear protective clothing (Class B less serious – non-life threatening).</b>
	1 <sup>st</sup> Occurrence	Written reprimand.
	2 <sup>nd</sup> Occurrence	8—40 hours suspension.
	3 <sup>rd</sup> Occurrence	48—120 hours suspension.
	4 <sup>th</sup> Occurrence	Dismissal.
<b>14</b>	<b>Occurrence</b>	<b>Excessive tardiness.</b>
	1 <sup>st</sup> Occurrence	Oral warning or written reprimand, depending on circumstances.
	2 <sup>nd</sup> Occurrence	Written reprimand or 8—40 hours suspension, depending on circumstances.
	3 <sup>rd</sup> Occurrence	48—120 hours suspension, depending on circumstances.
	4 <sup>th</sup> Occurrence	Dismissal.

<b>15</b>	<b>Occurrence</b>	<b>Failure to submit required or completed reports or forms.</b>
	1 <sup>st</sup> Occurrence	Oral warning or written reprimand, depending on circumstances.
	2 <sup>nd</sup> Occurrence	Written reprimand or 24—40 hours suspension, depending on circumstances.
	3 <sup>rd</sup> Occurrence	48—120 hours suspension, depending on circumstances.
	4 <sup>th</sup> Occurrence	Dismissal.
<b>16</b>	<b>Occurrence</b>	<b>Gambling on the job.</b>
	1 <sup>st</sup> Occurrence	Oral warning, written reprimand or 24—80 hours suspension, depending on circumstances. Sworn employees of the Division of Community Corrections shall be dismissed.
	2 <sup>nd</sup> Occurrence	88—160 hours suspension or dismissal.
	3 <sup>rd</sup> Occurrence	Dismissal.

## APPENDIX B

### Detailed Salary Schedule

#### Corrections Contract (Effective 1/1/13-6/30/14)

Suspend annual step advancement

Lieutenant	Annual	\$55,723.67	\$56,677.35	\$57,631.03	\$58,584.71	\$59,538.39	\$60,492.07	\$61,445.75	\$62,399.43
	Bi-Weekly	\$2,143.22	\$2,179.90	\$2,216.58	\$2,253.26	\$2,289.94	\$2,326.62	\$2,363.30	\$2,399.98
	114 Hourly	\$26.790	\$27.249	\$27.707	\$28.166	\$28.624	\$29.083	\$29.541	\$30.000

		Entry-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8
Captain	Annual	\$65,587.26	\$67,360.46	\$69,133.66	\$70,906.86	\$72,680.06	\$74,453.26	\$76,226.46	\$77,999.66
	Bi-Weekly	\$2,522.59	\$2,590.79	\$2,658.99	\$2,727.19	\$2,795.39	\$2,863.59	\$2,931.79	\$2,999.99
	115 Hourly	\$31.532	\$32.385	\$33.237	\$34.090	\$34.942	\$35.795	\$36.647	\$37.500

### Detailed Salary Schedule

#### Corrections Contract (Effective 7/1/14-6/30/15)

Effective 7/1/14, resume annual step advancement on anniversary/promotion date and move one additional step last pay period of FY15

Effective 7/1/14-6/30/15)

		Steps								
		Entry-1	1-2	2-3	3-4	4-5	5+	6-7	7-8	8+
Lieutenant	Annual	\$56,223.67	\$57,177.35	\$58,131.03	\$59,084.71	\$60,038.39	\$60,992.07	\$61,945.75	\$62,899.43	\$63,842.92
	Bi-Weekly	\$2,162.45	\$2,199.13	\$2,235.81	\$2,272.49	\$2,309.17	\$2,345.85	\$2,382.53	\$2,419.21	\$2,455.50
	114 Hourly	\$27.031	\$27.489	\$27.948	\$28.406	\$28.865	\$29.323	\$29.782	\$30.240	\$30.694

		Entry-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8+
Captain	Annual	\$66,087.26	\$67,860.46	\$69,633.66	\$71,406.86	\$73,180.06	\$74,953.26	\$76,726.46	\$78,499.66	\$79,677.15
	Bi-Weekly	\$2,541.82	\$2,610.02	\$2,678.22	\$2,746.42	\$2,814.62	\$2,882.82	\$2,951.02	\$3,019.22	\$3,064.51
	115 Hourly	\$31.773	\$32.625	\$33.478	\$34.330	\$35.183	\$36.035	\$36.888	\$37.740	\$38.306