

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into this 01 day of December 2022, by and between the Lexington-Fayette Urban County Government (the "LFUCG") and the American Federation of State, County & Municipal Employees, Local 2785, representing the Corrections Lieutenants and Captains (the "Union"). These parties will collectively be referred to as the "Parties."

WHEREAS, LFUCG and the Union are parties to a collective bargaining agreement ("CBA"), which is effective from July 1, 2019 to June 30, 2023 and a Memorandum of Agreement related to amending the pay under the CBA effective March 4, 2022; and

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

WHEREAS, the parties desire to address the retention and recruiting challenges faced by the division; and

WHEREAS, the Parties believe that the modifications made to the CBA herein will address intend to modify the CBA with respect to the salary schedule attached to the CBA as Appendix B.

NOW THEREFORE BE IT RESOLVED THAT, in exchange for the mutual consideration contained herein the parties agree to the following:

1. That Article 21, Paid and Unpaid Leaves, is modified to read as follows in the respective subsection referenced below:
 - a. VI. Compensatory Time (New Section 2. - the existing language will remain as new Section 1.)

Section 2. On Call Requirement. Beginning on January 2, 2023, every Captain will be required to be on call and available by telephone one weekend (commencing on Friday at 4 p.m. and ending Monday at 7 a.m.) every 10 weeks, unless sufficient staffing exists to extend the period, which determination shall be made solely by LFUCG. Each member shall receive eight hours of compensation time, plus compensation time for hours actually worked at the facility, for each on call rotation served. Scheduling for on call duty will be based upon seniority. Trading of shifts and substitutions will be allowed.

2. LFUCG agrees to increase the base pay rate of each of the salaries listed in the CBA by an amount of \$7,000.00. This is reflected in the revised Appendix B, which is attached hereto and incorporated herein by reference and replaces the current Appendix in its entirety. This increase will go into effect the first full pay period following January 1, 2023.


3. Each Member is eligible to volunteer to serve up to a maximum of 14 hours per week extra time backfilling duties normally performed by lower ranked staff. Each Member will be paid on an hourly straight time basis for performing such work. As soon as feasible this will be done on a per paycheck basis.
4. The term of the contract is extended one full year to expire on June 30, 2024. As reflected in the revised Appendix B a 2% pay raise will go into effect the first full pay period following July 1, 2023.
5. With the exception of the agreements set forth in this MOA, all other provisions of the CBA and previous MOA currently in effect between the Parties shall remain in full force and effect for the terms of the CBA and no other agreements shall serve to alter the provisions of the CBA unless agreed to, in writing, between the parties hereto.

For the LFUCG:



Mayor, Linda Gorton

For the Union:



Jacob Crawford, President

FY23**Effective the first full pay period following January 1, 2023*

Lieutenant	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$76,604	\$77,848	\$79,119	\$80,413	\$81,734	\$83,082	\$84,456	\$85,858
Biweekly	\$2,946	\$2,994	\$3,043	\$3,093	\$3,144	\$3,195	\$3,248	\$3,302

Captain	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$89,432	\$90,934	\$92,466	\$94,027	\$95,620	\$97,245	\$98,903	\$100,594	\$102,318
Biweekly	\$3,440	\$3,497	\$3,556	\$3,616	\$3,678	\$3,740	\$3,804	\$3,869	\$3,935

FY24**Effective the first full pay period following July 1, 2023*

Lieutenant	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Annual	\$78,136	\$79,405	\$80,701	\$82,021	\$83,369	\$84,744	\$86,145	\$87,575
Biweekly	\$3,005	\$3,054	\$3,104	\$3,155	\$3,206	\$3,259	\$3,313	\$3,368

Captain	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Annual	\$91,221	\$92,753	\$94,315	\$95,908	\$97,532	\$99,190	\$100,881	\$102,606	\$104,364
Biweekly	\$3,508	\$3,567	\$3,628	\$3,689	\$3,751	\$3,815	\$3,880	\$3,946	\$4,014