

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 7th day of December 2022, by and between the Lexington-Fayette Urban County Government (the "LFUCG") and the Bluegrass Fraternal Order of Police Lodge 4: Police Lieutenants (the "Union"). These parties will collectively be referred to as the "Parties."

WHEREAS, the LFUCG and the Union have executed a collective bargaining agreement (the "CBA") effective through June 30, 2025; and

WHEREAS, due to labor shortages, the Lexington Police Department 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 Lexington Police Department.

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

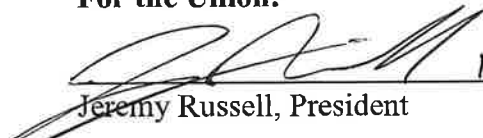
1. LFUCG agrees to increase the base pay rate of each of the salaries listed in the CBA by an amount of \$5,000.00. This is reflected in the revised Appendix 3: Salary Schedules, which is attached hereto and incorporated herein by reference and replaces the current Salary Schedules Appendix in its entirety. This increase will go into effect the first full pay period following January 1, 2023.
2. The term of the contract is extended one full year to expire on June 30, 2026. As reflected in the revised Appendix 3 a 2% pay raise will go into effect the first full pay period following July 1, 2025.
3. With the exception of the agreements set forth in this MOA, all other provisions of the CBA currently in effect between the Parties shall remain in full force and effect for the terms of the CBA and no other agreements shall serve to alter the provisions of the CBA unless agreed to, in writing, between the parties hereto.
4. The Parties agree that although this MOA exists separately and independently of the CBA, it is binding on the Parties and may be enforced through the grievance and arbitration procedures of the CBA.

For the LFUCG:



Linda Gorton, Mayor date

For the Union:



Jeremy Russell, President date 12-01-2022

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 1st day of December 2022, by and between the Lexington-Fayette Urban County Government (the "LFUCG") and the Bluegrass Fraternal Order of Police Lodge 4: Officers and Sergeants (the "Union"). These parties will collectively be referred to as the "Parties."

WHEREAS, the LFUCG and the Union have executed a collective bargaining agreement (the "CBA") effective from July 1, 2021 through June 30, 2025; and

WHEREAS, due to labor shortages, the Lexington Police Department 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 Lexington Police Department; and

WHEREAS, the Parties seek to amend current Kentucky State law regarding the hiring requirements of retired police officers and address the treatment of those employees/members upon hiring.

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

1. LFUCG agrees to increase the base pay rate of each of the salaries listed in the CBA by an amount of \$8,000.00. This is reflected in the revised Appendix 3: Salary Schedules, which is attached hereto and incorporated herein by reference and replaces the current Salary Schedules Appendix in its entirety. This increase will go into effect the first full pay period following January 1, 2023.
2. The Union agrees to support an amendment to the current version of KRS 95.022(2) which would allow a city to employ individuals who have retired from the Police and Fire Retirement Fund of the Lexington-Fayette Urban County Government as police officers.
3. The CBA is further amended by Appendix 5 – Re-employment of Retired Full-time Police Officers, which is attached hereto and incorporated herein in its entirety and which shall be effective upon the hiring of any retired officer or sergeant on a full or part time basis once state law allows for such hiring.
4. The term of the contract is extended one full year to expire on June 30, 2026. As reflected in the revised Appendix 3 a 2% pay raise will go into effect the first full pay period following July 1, 2025.
5. With the exception of the agreements set forth in this MOA, all other provisions of the CBA currently in effect between the Parties shall remain in full force and effect for the

terms of the CBA and no other agreements shall serve to alter the provisions of the CBA unless agreed to, in writing, between the parties hereto.

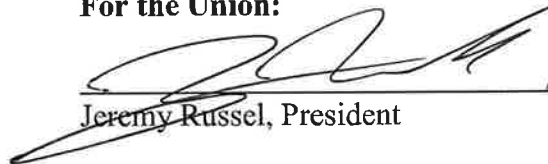
6. The Parties agree that although this MOA exists separately and independently of the CBA, it is binding on the Parties and may be enforced through the grievance and arbitration procedures of the CBA.

For the LFUCG:



Linda Gorton, Mayor date

For the Union:



Jeremy Russel, President 12-01-2022
date

FY 2023 - as of 01/02/2023 Pay Scale - Appointed Positions - Police Chief and Fire Chief

	<u>Grade</u>	<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>	<u>Step8</u>	<u>Step9</u>	<u>Step10(Max)</u>
Annual	324	\$120,296.80	\$128,240.32	\$136,185.92	\$144,129.44	\$152,072.96	\$160,022.72	\$167,955.84	\$175,905.60	\$183,844.96	\$191,800.96 (Annual)
Bi-Weekly	324	\$4,626.80	\$4,932.32	\$5,237.92	\$5,543.44	\$5,848.96	\$6,154.72	\$6,459.84	\$6,765.60	\$7,070.96	\$7,376.96 (Biweekly)
Hourly	324	\$57.835	\$61.654	\$65.474	\$69.293	\$73.112	\$76.934	\$80.748	\$84.570	\$88.387	\$92.212 (Hourly)