

# **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

## **Changes to AFSCME Local 2785- Corrections Lieutenants and Captains**

### **Overview**

The following memorandum addresses the revisions made to the collective bargaining agreement between the LFUCG and the AFSCME Local 2785, representing the Corrections Lieutenants and Captains. This agreement will expire in June of 2023. Through this memorandum, I will first address revisions made to the Pay Schedule article. I will then address further revisions to the agreement in the order in which they appear.

### **Wage Settlement**

#### **I. Article 49 – Pay Schedule**

- a. Wage increases will be as follows:
  - i. July 1, 2019 – 1.5%
  - ii. July 1, 2020 – 1.5%
  - iii. July 1, 2021 – 1.5%
  - iv. July 1, 2022 – 1.5%
- b. Lieutenants who reach the top step pay rate also receive a lump sum payment of \$500 on their anniversary date in years 3 and 4 of the agreement.
- c. Captains who reach the top step pay rate also receive a lump sum payment of \$1,000 on their anniversary date in years 3 and 4 of the agreement.

### **Additional Contract Changes**

#### **II. Article 1 – Recognition**

- a. Section 1 was amended to clarify that the LFUCG recognizes the union as the representatives only for “full-time” Lieutenants and Captains.
- b. Section 3 was amended to remove language stating that a Bureau Manager (Major) only constituted a “member” of the union with respect to several specific Articles of the collective bargaining agreement, but they were not subject to the remainder of the agreement. Section 3 now provides that all full-time sworn employees holding the grades of Lieutenants, Captains, and Bureau Managers (Majors) are subject to the entire agreement.
- c. Section 4 was added stating that the Director of Community Corrections has sole discretion regarding the appointment, retention, and demotion of the Bureau

Manger (Major), and the Major will not have the right to grieve or arbitrate any benefit.

### **III. Article 6 – Union Security**

- a. Fair share fee language was removed from the collective bargaining agreement. This is consistent with a recent United States Supreme Court case.
- b. Section 5(B) was added stating that the parties agree to abide by state law regarding union membership and the withholding of dues. This section also states that LFUCG acknowledges the union's right to collect fair share fees if it becomes legal for the union to do so.

### **IV. Article 7- Union Business**

- a. Section 4 was amended to include language that permits the president of the union to meet with the Director of Community Corrections regarding union business without being forced to use paid leave time.

### **V. Article 10 – Promotional Vacancies**

- a. Section 2 was amended to include language that in the event of a vacant Major position, the Director of Community Corrections will appoint a Captain to act in that position within forty-five (45) days.
- b. Section 3 was amended to clarify that an applicant for the position of Captain must have no disciplinary action of a written reprimand or higher within the twelve (12) months prior to the filing date (as opposed to the prior calendar year).
- c. Section 4 was amended to include language that the LFUCG is permitted to meet with the union regarding the administration of the promotional test for the Captain position upon request. Language was also added to require that all challenges to test questions must be made on the day of testing, as opposed to up to five (5) days after test scores are posted.
- d. Section 5 was amended to remove language that allowed a Bureau Manager to participate in the oral interview process for the rank of Captain.
- e. Section 8 was amended to include language that a suspension without pay shall constitute cause to be removed from the promotional process.

### **VI. Article 11 – Grievance Procedure**

- a. Section 1 was amended to include language that all grievances must be signed by the union president or the affected bargaining member.
- b. Paragraphs 2 and 3 of Section 1 are now Section 2 and Section 3 of Article 11.

- c. Section 3 was amended to include language that an incomplete or otherwise improperly completed form does not constitute adequate notice that a grievance is being filed.
- d. Section 4 (formerly Section 2). Step 3 of the grievance procedure was amended to remove the requirement that the union representative must present an unsettled grievance to the Director of Community Corrections for referral to Human Resources. The union representative now presents the unsettled grievance directly to Human Resources. Step 4 was amended to include language that the panel of arbitrators requested by the union must have offices in Kentucky or in states contiguous to Kentucky within twenty-one (21) calendar days after notice has been provided to LFUCG. Section (e) of Step 4 was amended to allow the arbitrator to decide any pre-hearing dispositive motions without a hearing on the matter so long as the arbitrator receives the motion at least twenty-one (21) days before the hearing date.

**VII. Article 12 – Division Orders and Standard Operating Procedures**

- a. Section 4 was added with language stating that a grievance regarding the interpretation or application of the provisions within Article 12 must be presented to by a member to his/her Major by personal delivery (with a signature of receipt) within fourteen (14) calendar days of the implementation date of any change in the rules, polies, orders, or regulations.

**VIII. Article 13 – Health and Safety/Uniforms**

- a. The annual uniform allowance increased from \$500 to \$600. Monthly uniform maintenance allowance was expanded to include all members and increased from \$60 to \$75. Monthly reimbursement for all members required to carry cell phones off duty increased from \$40 to \$50.

**IX. Article 14- Disciplinary Procedures**

- a. Section 2. Language was added to include a demotion within the definition as to what actions constitute discipline.
- b. Section 6. Language was added to prevent the removal of disciplinary records from a member's file within the prescribed timeframes if the member received intervening discipline within said timeframes.

**X. Article 20- Acting Pay**

- a. Language was added stating that Captains who accept an assignment as acting Major will start the assignment at the beginning of a full work week and will receive the pro-rated weekly stipend amount for each full week they serve in that capacity. They will not receive any stipend for a partial week, and the member can refuse to

work in the role of acting Major. A member can only be placed into the role after receiving an official appointment from the Director in writing.

#### **XI. Article 21- Paid and Unpaid Leaves**

- a. Section 1. Language was added stating that a supervisor shall not deny a request for vacation time of four (4) hours or more if adequate personnel are scheduled to work, and any request of less than four (4) hours must be approved by the employee's supervisor.
- b. Section 2. Language was added to ensure that all vacation and holiday leave must be taken in at least four (4) hour increments unless otherwise approved by a commanding officer.
- c. Language was added under Sick Leave provision (Section III) to ensure that all sick leave must be taken in at least four (4) hour increments unless approved by a commanding officer.
- d. Section 3 of the Sick Leave provision added language that the Director may consider a doctors' note when assessing a member for discipline regarding abuse of sick leave.
- e. Under the FMLA provision (Section IV), language was removed regarding specific timeframes during which an employee may be entitled to leave and replaced with language stating that FMLA can be used in a manner consistent with the Act and LFUCG policy.

#### **XII. Article 22-Disability Leave and Modified Duty**

- a. Section 2 was added with language stating that LFUCG has the right to send a member to its chosen medical authority in the event LFUCG believes that the conclusions of a member's medical authority are inaccurate with respect to a determination of disability. If both medical authorities disagree, a third will be chosen by the member's and LFUCG's medical authorities and his/her conclusions will govern the employment status of the member. LFUCG will bear the costs of this process, and the member will be paid for time used to complete medical assessments.
- b. Section 11 (formerly Section 10). Language was clarified to ensure that modified duty assignments may be made within any division of the LFUCG and must conform to the medical instructions contained in the medical report.

#### **XIII. Article 28- Personal Property**

- a. Language was amended to increase the amount of reimbursement for member's eyeglasses, contacts, or dental equipment from \$200 to \$250 per item.