

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**

**AND**

**LOUISVILLE CORRECTIONS**

**FRATERNAL ORDER OF POLICE LODGE 77**

**LIEUTENANTS AND CAPTAINS**

**Effective Date: \_\_\_\_\_**

**Expiration Date: June 30, 2023**

PREAMBLE .....	4
ARTICLE 1 – RECOGNITION .....	4
ARTICLE 2 – SCOPE.....	4
ARTICLE 3 – SUBORDINATION .....	4
ARTICLE 4 - METRO GOVERNMENT RIGHTS.....	5
ARTICLE 5 - LODGE SECURITY .....	5
ARTICLE 6 - LODGE BUSINESS .....	6
ARTICLE 7 - PROHIBITION OF STRIKES .....	7
ARTICLE 8 – SENIORITY .....	8
ARTICLE 9 - LAYOFF AND RECALL.....	9
ARTICLE 10- ASSIGNMENTS, TRANSFERS AND TRADES .....	9
ARTICLE 11 - PROMOTIONS AND PROBATIONARY PERIOD .....	10
ARTICLE 12 - HEALTH AND SAFETY .....	11
ARTICLE 13 - DISCIPLINE .....	12
ARTICLE 14 - INVESTIGATION PROCEDURES .....	14
ARTICLE 15 - GRIEVANCE PROCEDURE.....	15
ARTICLE 16 - CONDITIONS OF EMPLOYMENT .....	17
ARTICLE 17 - PERSONNEL FILES .....	17
ARTICLE 18 –GENDER .....	18
ARTICLE 19 - AGREEMENT DISTRIBUTION .....	18
ARTICLE 20 –NONDISCRIMINATION .....	18
ARTICLE 21- STANDARD OPERATING PROCEDURE.....	18
ARTICLE 22 - SWORN PEACE OFFICER STATUS .....	19
ARTICLE 23 – SALARY .....	19
ARTICLE 24 - WORK WEEK AND OVERTIME .....	19
ARTICLE 25 - SPECIAL PAY .....	20
Section 1. Special Duty Pay.....	20
Section 2. Shift Differential.....	20
Section 3. Training .....	20
Section 4. Call-Out Pay.....	21
Section 5. Scheduled Meetings .....	21
ARTICLE 26 - ANNUAL LEAVE/HOLIDAYS.....	21

ARTICLE 27 - SICK LEAVE.....	23
ARTICLE 28 – INSURANCE.....	24
Section 1. Health Insurance.....	24
Section 2. Life Insurance.....	25
ARTICLE 29 - LEAVES WITH PAY .....	25
Section 1. Funeral Leave .....	25
Section 2. Military Leave .....	26
Section 3. Jury Duty and Witness Leave.....	26
ARTICLE 30 - UNIFORMS AND EQUIPMENT .....	27
Section 1. Uniforms and Equipment .....	27
Section 2. Personal Property Reimbursement.....	28
ARTICLE 31 - OTHER BENEFITS.....	28
Section 1. Pension .....	28
Section 2. Tuition Reimbursement.....	29
Section 3. Break Times and Lunch Period.....	29
Section 4. Voting Leave .....	29
ARTICLE 32 - IN-LINE-OF-DUTY INJURIES AND DEATH IN-LINE-OF-DUTY.....	29
ARTICLE 33 - MODIFIED DUTY/RETURN TO WORK (RTW) .....	30
ARTICLE 34 - ENTIRE AGREEMENT.....	31
ARTICLE 35 –TERM.....	32
APPENDIX 1 –DRUG TESTING POLICY.....	33
SALARY SCHEDULE .....	36

## **PREAMBLE**

THIS COLLECTIVE BARGAINING AGREEMENT, entered into this day of March 26, 2017, between Louisville-Jefferson County Metro Government (hereinafter the "Metro Government"), and Louisville Corrections Fraternal Order of Police, Lodge No. 77 (hereinafter the "Lodge"), 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 Louisville Metro Corrections Department.

## **ARTICLE 1 – RECOGNITION**

Section 1. Metro Government recognizes the Lodge as the exclusive representative for employees of the Louisville Metro Corrections Department in the Captains and Lieutenants' unit for the purpose of collective bargaining on all matters within the legitimate scope of representation. Metro Government shall consider the positions and the proposals of the Lodge as the bargaining positions and proposals of all those, individually and collectively, in said unit.

Section 2. The Lodge recognizes the Mayor's representative and designee as the sole representative of Metro Government for the purposes of collective bargaining.

Section 3. As used in this Agreement, unless the context requires otherwise, the term "Members" means sworn employees of the Louisville Metro Corrections Department in the classifications of Corrections Captain and Corrections Lieutenant.

Section 4. Metro Government agrees not to enter into any agreement or contract with Members, individually or collectively, which in any manner conflicts with the terms and provisions of this Agreement.

## **ARTICLE 2 – SCOPE**

This Agreement, pursuant to the Collective Bargaining Ordinance, codified in the Louisville Metro Code of Ordinances, LMCO Section 35.050 -35.058 extends to all matters relating to wages, hours, and terms and conditions of employment. This Agreement shall not extend to matters of inherent managerial policy, including, but not limited to, the specific rights set forth in Article 4 herein.

## **ARTICLE 3 – SUBORDINATION**

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all applicable Metro Government ordinances and resolutions, statutes, constitutional provisions and any revisions, amendments or newly adopted provisions to any ordinance, statute or constitutional provision which is in effect upon the effective date of this Agreement or which may be hereafter enacted. Nothing herein shall be construed to prohibit the Director of Corrections from promulgating and adopting reasonable rules and regulations not contradictory to the express provisions of this Agreement. Nothing herein shall be construed to prohibit the Director of Human Resources from adopting rules relating to Members' employment

not contradictory to the express provisions of this Agreement, or a mandatory subject of collective bargaining.

#### **ARTICLE 4 - METRO GOVERNMENT RIGHTS**

The administration and management of the Louisville Metro Department of Corrections shall be with the Director who has the right to control and direct the work force subject to the express terms of this Agreement. Nothing contained in this Agreement is intended to limit the rights of the Metro Government provided by law to organize and administer its service and activities. The operation, control and management of the Louisville Metro Department of Corrections shall continue to be solely and exclusively the function and prerogative of Louisville Metro Government. All the rights functions and prerogatives of management which are not expressly and specifically restricted or modified by one or more explicit provisions of the Agreement are reserved and retained exclusively to the Metro Government.

#### **ARTICLE 5 - LODGE SECURITY**

Section 1. Membership in the Lodge 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. Members in the bargaining unit who do not join the Lodge, however, shall be required to pay their fair share of the cost of representation by the Lodge, the amount of which shall be determined by the Lodge.

Section 2. The check-off of regular Lodge membership dues and any initiation fees for new Members shall be made only on the basis of written authorization signed by the Member from whose pay the membership dues and initiation fees will be deducted. Members wishing to decline or revoke their Lodge membership shall contribute to the financial support of the Lodge by payment of their fair share fee. The fair share fee shall be deducted from Members' wages and remitted to the Lodge, with or without written authorization by the Member. The date for the commencement of the fair share deduction shall be determined by the Lodge with appropriate advance notice given to the Metro Government and affected Members.

Section 3. Lodge dues and fair share fees shall be deducted bi-weekly in an amount certified by the Lodge. All Lodge dues and fees, including fair share fees, deducted shall be shown on the Members' paycheck stubs.

Section 4. Lodge membership dues and fair share fees shall be transmitted to the Treasurer of the Lodge by the fifteenth (15<sup>th</sup>) day of the succeeding month after such deductions are made. The Lodge shall annually certify, in writing, the current and proper amount of its membership dues or fair share fees at least thirty (30) days prior to the initial deduction. The Lodge shall notify the Metro Government of the cost of representation by the Lodge and the date for the commencement of the fair share deduction at least thirty (30) days prior to the initial deduction.

Section 5. The Lodge shall hold Metro Government harmless against any claims, legal or otherwise, which may arise from these dues or fair share deduction provisions.

Section 6. Notwithstanding the above, the parties agree to comply with state law regarding union membership and the withholding of union dues, fees, assessments, or other similar charges.

## **ARTICLE 6 - LODGE BUSINESS**

Section 1. The parties agree that the number of Members engaged in Lodge business as set forth in Section 4, 6 and 8 herein is shared by this bargaining unit and the bargaining unit of Corrections employees in the classifications of Corrections Officer and Sergeant.

Section 2. The Lodge may select not more than three (3) persons and the Lodge President to represent the Lodge in the negotiation of collective bargaining agreements during working hours without loss in compensation, not to exceed eight (8) hours straight time pay. The persons so designated shall be allowed a reasonable time off without loss of compensation to prepare proposals, collect data and meet with counsel and/or committee members and consultants for the purposes of expediting good faith negotiations. The Lodge shall provide prior notice to the Director/designee of the dates and times needed to conduct business relating to negotiations between Metro Government and the Lodge. The Director/designee shall be notified by the Lodge in writing of any substitutions or replacements of designated persons.

Section 3. The President and one (1) designee who is a Member of the bargaining unit shall be granted leave with pay for the purpose of meeting with Metro Government employees or Metro Government officials in order to process grievances filed by Members covered by this Agreement in arbitration proceedings. The Department shall not discriminate or retaliate in any manner whatsoever against any Member performing the duties and responsibilities of a Lodge representative. Pay to said representatives shall be on a straight-time basis only. The name of the Lodge designee and the amount of time spent on such activities shall be reported in writing within ten (10) days to the Director/designee.

Section 4. The Lodge may appoint two (2) representatives to attend the Kentucky General Assembly when in session who may, at their option as authorized by the Director use accumulated leave with pay not to include sick leave, for such purposes. The Lodge will submit in writing the name of its representatives to the Director of Corrections not later than fourteen (14) days before the time when the expected leave will be taken. The Lodge shall provide written notification to the Director of Corrections of any Lodge representative substitution/ replacement.

Section 5. The President or his designee of the Lodge shall be granted leave with pay, for the purpose of conducting Lodge business.

Section 6. The Director shall authorize leave without pay for five (5) duly elected delegates to attend the Kentucky State-FOP Board and annual meetings and the biennial National Conference, provided however, no more than two (2) delegates may be assigned to the same shift; hold the same rank; or have the same major assignment. Said delegates may, at their option, as authorized by the Director use accumulated leave with pay not to include sick leave. The Director may in his discretion authorize leave with or without pay for other Lodge business and functions.

Section 7. Elected officers of the Lodge shall be allowed to attend regular and special board meetings and general Membership meetings during regular work hours without loss in compensation not to exceed eight (8) hours per week for a total of sixteen (16) hours per month.

Section 8. Three (3) Members, selected by the Lodge and subject to the approval of the Director of Corrections, with the option of additional names being required, may be granted leave with pay for a period of time not exceeding one (1) calendar day, necessary to attend and represent the Lodge and the Corrections Department at wakes and funeral services within 350 road miles of Louisville Metro for deceased peace officers killed in the line of duty. They shall wear their full dress uniforms at such services. If the location thereof is within 350 road miles from Louisville Metro, Metro Government shall provide an official vehicle for their transportation. If the location thereof is more than 350 road miles from Louisville Metro, the Director of Corrections shall have sole power to decide whether Louisville Metro will be represented. In all instances of representation of the Lodge and Metro Government at such affairs, the Director of Corrections shall appoint one of the representatives as the person in charge. Pay for time spent under this provision shall not exceed eight (8) hours per day.

Section 9. Metro Government agrees to provide the Lodge designated space on available bulletin boards upon which the Lodge may post notice of meetings, announcements, or information of interest to its Members. All notices of the Lodge shall be signed by a Lodge officer. Copies of any materials posted shall be furnished to the Director or his designee. The Lodge further agrees that it will not post any material which would be derogatory to any individual, Metro Government, or Louisville Metro Corrections, 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 elections of the Lodge. Furthermore, the use of the bulletin boards will not be to advocate any legislative position, i.e., either ordinances before the Metro or legislation before the state legislature. Metro Government may remove any material, which Metro Government determines to be in violation of this Agreement, and the Lodge will be so informed. Any other material objectionable to Metro Government shall be addressed to the FOP President. In addition, Metro Government agrees the Lodge may use electronic mail for exactly the same purpose and in exactly the same manner it uses bulletin boards. The electronic mail must be authored by an officer of the Lodge and copies of any material so electronically mailed shall likewise be furnished to the Director and/or designee for approval prior to distribution.

## **ARTICLE 7 - PROHIBITION OF STRIKES**

The Lodge shall neither cause nor counsel any Member to engage in, encourage, sanction or support any work stoppage, mass absenteeism, slowdown, mass resignation, strike or any other type of concerted activity. In the event any Members violate this Article, Metro Government shall immediately notify the Lodge. The Lodge shall immediately notify the Members in writing to cease and desist from such activity and will exercise all reasonable action

necessary to cause said Members to return immediately to their normal duties. Members who engage in such activity shall be subject to disciplinary action up to and including discharge.

The Lodge shall not be liable for damages resulting from such unauthorized acts of its Members. While the Lodge shall undertake every reasonable means to induce such Members to return to their jobs during any such period of unauthorized work stoppage mentioned above, it is specifically understood and agreed that the Metro Government during the first twenty-four (24) hour period of such unauthorized work stoppage may impose discipline short of discharge. After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, however, Metro Government may immediately discharge any Member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work. It is further mutually agreed that the President will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Metro Government a written notice, which notice will list the Lodge's authorized representative (and any successors thereafter) during the term of this Agreement who will deal with the Metro Government and make commitments for the Lodge generally.

## **ARTICLE 8 – SENIORITY**

Section 1. The seniority of a Member for purposes of salary and annual leave accrual shall commence on the most recent date of employment as a Corrections sworn employee. Seniority of a Member for purposes of bidding, if any is provided under this Agreement, promotional credit, regular days off, and vacation selection within job classifications shall commence on the first date of promotion to a position covered by this Agreement. In the event more than one (1) Member is promoted to a position covered by this Agreement on the same day, their departmental seniority shall govern their priority.

Section 2. Seniority shall be considered continuous unless the Member is:

- a. Discharged for cause.
- b. Voluntarily resigns or retires.
- c. Is laid off and not recalled within two (2) years of such layoff; or
- d. Fails to return to work by recall subsequent to a layoff within seven (7) days after having been notified to do so by certified mail to last known address.

When employment is terminated for any of the above reasons, and the Member subsequently is re-employed, the Member shall be considered a new employee for all purposes.

Section 3. A seniority list shall be maintained and revised on a current basis, posted on appropriate bulletin boards and/or by electronic mail and furnished to the Lodge quarterly. In case of a tie in the seniority date between Members, the tiebreaker will be determined by the Member's last name closest to "A" on the most recent date of employment as a sworn Corrections employee.

Section 4. Should a Member be disabled arising out of and in the course of employment, the Member shall automatically be considered on leave for purposes of seniority and his rights arising out of seniority shall continue to accumulate during such absence.



## **ARTICLE 9 - LAYOFF AND RECALL**

Section 1. When it is necessary to reduce the number of employees, which will result in the layoffs of Members, such layoffs shall be in the reverse order of seniority within the affected job classification within Corrections as provided herein. The least senior Member in a job classification scheduled for layoff shall be demoted to the next lower classification without loss of pay if there is a less senior Member in that classification and if the more senior Member meets the minimum qualifications of the less senior Member's classification. In this event, the less senior Member shall be scheduled for layoff. If there is no less senior Member in the next lower classification, the Member scheduled for layoff shall be demoted to replace the least senior Member in that department in the next successively lower classification provided the demoted Member meets the minimum qualifications of the less senior Member's classification before bumping into such a classification.

Members so laid off will retain and accumulate seniority rights during such layoff if recalled within a year.

Section 2. When positions are reinstated, former Members who were laid off in accordance with Section I of this Article shall be offered recall or promotion in the reverse order in which they were laid off within the affected job classification, provided that such Members are capable of doing the work then available.

Section 3. The Lodge will be furnished copies of all official layoff and recall notices to the affected Member(s).

## **ARTICLE 10 ASSIGNMENTS, TRANSFERS AND TRADES**

Section 1. Assignments other than in Internal Affairs and/or Training will be bid based on seniority. When an assignment is to be filled, the Department shall post it for a period of not less than seven (7) calendar days. The Member submitting a written request having the most seniority shall receive the assignment. Provided, however, the assignment to Home Incarceration Program (HIP) is to the most senior Member who must within sixty (60) days successfully complete tactical shotgun and defensive driving courses.

When an assignment in Internal Affairs and/or Training is to be filled, the Department shall post it for a period of not less than seven (7) calendar days. Members submitting a written request to be considered for the assignment shall be interviewed for the position. The Director in making the assignment shall take into consideration the efficient and professional operation of the Department.

Section 2. The holding of any job assignment is subject to the Director's assessment of a Member's ability to perform satisfactorily in the job assignment. A Member will retain an assignment except where there is Departmental reorganization or where there is just cause for transfer. A Member shall be given seven (7) calendar days written notice prior to

a non-voluntary transfer to another job assignment with the reason(s) for the transfer. Said transfer shall not result in a non- voluntary transfer of another Member. Nothing herein shall prevent a Member from voluntarily requesting a duty assignment transfer upon showing of specific cause.

Section 3. Members may trade off days or shifts with approval of and notification to the Member's immediate supervisor. The trade must be completed within a given work week and must be submitted in writing with signatures of all parties involved. Any change of scheduled off days or shifts that results or necessitates the utilization of overtime or any trade resulting in an upgrade in pay will not be permitted. Approval shall not be unreasonably withheld by the Department. A Member may trade off days or shifts no more than five (5) days in a calendar month.

## **ARTICLE 11 - PROMOTIONS AND PROBATIONARY PERIOD**

Section 1. At least forty-five (45) days' notice shall be given before a promotion examination is conducted.

To be eligible for the Lieutenant's exam, a member must be an LMDC Sergeant with two (2) years current continuous seniority in that position. To be eligible for the Captain's exam, a member must be an LMDC Lieutenant with two (2) years current continuous seniority in that position. The provisions in this paragraph will not be valid if they conflict with Civil Service regulations.

Section 2. Promotional tests shall be constructed and graded by a professional, qualified and experienced person in the field of testing. Tests shall include written and oral examinations, and seniority. Seniority shall not exceed 10% of the score. All examination components shall be combined with seniority to determine the applicant's final evaluated rating. The Lodge will be notified of any changes in testing procedures or test weights.

Section 3. Oral examinations/assessments shall be evaluated by outside raters of equal or higher rank from other Corrections or Law Enforcement agencies.

Section 4. In filling promotional vacancies, the Director shall select from the five (5) highest graded candidates on the final eligibility list. The eligibility list for promotions shall be valid for one (1) year. The Director will notify the Lodge in writing of the intent to eliminate promotional vacancies prior to the vacancy occurrence.

Section 5. Promotional probationary periods shall be six (6) months in duration. The probationary period shall be used as an opportunity to observe and appraise the newly-promoted Member's work, to aid the Member in adjusting to the new position and to take appropriate action to remove the Member from the position if the Member's work performance fails to meet required standards. The probationary period may be extended for up to an additional six (6) months at the Director's discretion. During the probationary period, the Member may be returned to his or her prior rank at the Director's sole discretion, which decision is grievable.

## ARTICLE 12 -HEALTH AND SAFETY

Section 1. The Department shall take reasonable precautions to safeguard the health and safety of the Members during their hours of work and maintain reasonable standards of safety and sanitation, and the Lodge and all Members shall cooperate in all matters concerning the health and safety of employees.

Section 2. The Department will make available at each facility and HIP offices on a twenty-four (24) hour basis the following equipment: personal protection equipment (PPE) kit items; OC canisters; and any other necessary equipment and supplies for sanitizing and preventing exposure to blood borne pathogens. A Member shall be permitted to obtain said equipment with the permission of the Member's commanding officer.

Section 3. The Department shall provide a Member who is assigned body armor (protective vest) replacement armor of the same standards as utilized by LMPD prior to sixty (60) days of expiration of shelf life at no cost.

Section 4. All inmates will be given medical interviews for contagious diseases.

Section 5. Metro Government and the Department will follow the recommendations for treatment and care of infected inmates that have been issued by Metro Government Department of Health, including, but not limited to, proper protective clothing for all Members who come in contact with the infected inmates. The parties mutually agree to upgrade preventive and protective measures in the future, as needed.

Section 6. Per Metro Government's Public Health and Wellness Department, Metro agrees to provide blood borne pathogen screening within two (2) hours of a Member's exposure at no cost to the Member.

Section 7. Metro Government will provide annual mandatory tuberculosis and hepatitis testing at no cost to the Member.

Section 8. Members who may be placed in contact with any inmate suspected of having a contagious disease shall be placed on notice as soon as possible after the Department learns of such contagious disease.

Section 9. A safety committee, in combination with the Officers and Sergeants Safety Committee, shall exist consisting of the FOP President and four (4) Members of the Lodge. Senior Staff will meet with the Safety Committee once per calendar month to discuss and resolve health and safety issues.

Section 10. EAP counseling shall be offered at no cost to the Member after any deadly force incident, critical incident, serious physical injury, death or suicide attempt.

Section 11. The Director or his Designee will notify the Lodge President or his designee of any deadly force incident, critical incident, serious physical injury, death, or suicide within one (1) hour of notification to the Director or his designee.

### **ARTICLE 13 - DISCIPLINE**

Section 1. Metro Government shall have the right to discipline Members for just cause. Any of the following actions may be taken when necessary to discipline a Member. With the exception of counseling, disciplinary actions must be in writing. With the exception of counseling and reprimands, all intended disciplinary actions must be reviewed by the Director. No counseling, warning or reprimand may be considered for purposes of subsequent discipline or job assignment except those within the previous twelve (12) months. No previous discipline or complaints resulting in a one (1) to three (3) day suspension may be considered for purposes of subsequent discipline or job assignments except those brought within the previous two (2) years. No previous discipline or complaints resulting in a suspension of four (4) or more days, demotion or dismissal may be considered for purposes of subsequent discipline or job assignments except those brought within the previous three (3) years. There must be a relationship between the job assignment and the infraction for the discipline to be considered for a job assignment in any instance. A Member shall not serve more than twenty-four (24) hours of suspension time in any one (1) week.

- a. **COUNSELING:** In cases of minor infractions, efforts will be made to correct the Member through counseling and other non-punitive means. The Department may maintain written record of such counseling. Counseling is not discipline, and shall only be maintained in the supervisory/departmental file. After one (1) year from the date of issuance, upon written request by the Member, the record of counseling will be removed from the supervisory/departmental file
- b. **WRITTEN/VERBAL WARNINGS:** When infractions of rules are more serious or there are repeated minor infractions of a like/similar nature, a supervisor may issue a written/verbal warning to a Member. Written/verbal warnings shall be in writing and given to the Member and his Lodge Representative. The Director or designee will send a copy of the written/verbal warning to Louisville Metro Government's Human Resources Department where the written/verbal warning will be placed in the Member's personnel file.
- c. **WRITTEN REPRIMAND:** When infractions of rules are more serious or there are repeated infractions, a supervisor may recommend to the Director or Deputy Director that a reprimand be issued. Reprimands shall be in writing and given to the Member and the Member's Lodge Representative. The Director or Deputy Director will send a copy of the reprimand to Louisville Metro Government's Human Resources Department where the reprimand will be placed in the Member's personnel file.
- d. **SUSPENSION:** The Director or Deputy Director may suspend a Member without pay for serious infractions of rules. Suspensions may extend over a period or periods of up to

thirty (30) days during any twelve (12) consecutive months. Thirty (30) or more days of suspension in a twelve (12) month period shall result in dismissal of the Member.

- e. DEMOTION: The Director or Deputy Director may demote a Member for the most serious infractions of rules.
- f. DISMISSAL: The Director may dismiss a Member for the most serious infractions of rules or a continued pattern of less serious infractions.

Section 2. A Member may grieve a suspension, demotion or dismissal through the Grievance Procedure in this Agreement.

Section 3. A decision to impose discipline shall be made within sixty (60) days from the day the Director or Deputy Director becomes aware of the infraction, unless there are extenuating circumstances requiring an extension. If the Director or Deputy Director requires an extension of time in which to make a decision, it shall notify the Lodge in writing setting forth the specific reason(s) for the extension.

Section 4. The Director may delegate to Captains and Lieutenants the authority to issue a written/verbal warning or a written reprimand to any Member of lower rank except for infractions under investigation by the Professional Standards Unit.

Section 5. Pre-Disciplinary Meeting

A. When a Member is charged with misconduct or a violation of Rules & Regulations, SOPs, or Metro Personnel Policies that could lead to either a demotion, suspension or termination, he or she shall have the right to have a meeting with the Director or Deputy Director on the charges within a reasonable and practical period of time taking into due consideration the nature of the alleged misconduct or rules' violation.

B. Forty-eight (48) hours before an Administrative Meeting that could lead to such discipline, the Member involved shall be furnished with a copy of a written statement of the alleged offense or offenses and the Rules & Regulations, SOPs, or Metro Personnel Policies allegedly violated.

A Member attending any meeting concerning matters involving disciplinary action may have legal and/or Lodge representation.

Section 6. Administrative Leave

A Member may be suspended without pay for a maximum of ten (10) workdays after an investigative conference pending the final administrative outcome of a disciplinary hearing, if it is determined by the Director that it is in the best interest of the Department to do so.

Section 7. Criminal Complaints

The Director may suspend a Member due to job related criminal charges. This suspension shall be without pay pending final resolution of criminal charges; however, a Member may use accrued vacation leave, compensatory time, and/or personal days during this period.

## ARTICLE 14 - INVESTIGATION PROCEDURES

### Section 1. Complaints

When any person alleges misconduct or rule violations by a Member, the allegations shall be reduced to writing, and may be signed and sworn to by the person and such complaint may be referred to the Professional Standards Unit for investigation. The Department is not obligated to investigate an anonymous or unsigned complaint. If the complaint alleges criminal activity on behalf of a Member, the complaint shall be referred to the Louisville Metro Police Department.

### Section 2. The Professional Standards Unit Procedure

Once the Professional Standards Unit has been referred a complaint as set forth in Section 1 herein, the following procedures shall be followed:

- a.* No Member may be questioned by the Professional Standards Unit regarding alleged misconduct or rule violations until the Member has received twenty-four (24) hours written notice. The twenty-four (24) hours written notice shall include a copy of the complaint or other written information sufficient to advise the Member of the specific allegations of misconduct. Questioning of Members shall be conducted only while the Member is on duty within seven (7) calendar days of receipt of the twenty-four (24) hours written notice, unless an emergency exists as determined by the Director or Deputy Director.
- b.* A Member may be required to submit a written report concerning the alleged misconduct upon request or within twenty-four (24) hours after said incident that was the subject of the complaint upon receipt of the written twenty-four (24) hour notice.
- c.* All interviews of Members, complainants and other witnesses shall be taped. These tapes must be preserved for later transcription should it become necessary. Statements obtained from complainants shall be transcribed and sworn.
- d.* Upon request of the Member under investigation or the Member's representative, the Member shall be provided a copy of the transcript of his/her interview (if one has been made) or a copy of the audio tape of his/ her interview upon the completion of the investigation.
- e.* The Professional Standards Unit investigations shall be completed within sixty (60) days of the date of the complaint being referred to it unless there are exigent circumstances requiring extensions. Extensions may be given in thirty (30) day increments, if necessary, by the Director. A Member and the Lodge shall receive written notice setting forth the need for any extension.
- f.* The Director or Deputy Director upon receipt of the investigation shall find each allegation, or if there is more than one, each of the allegations, to be either: unfounded; exonerated; closed; closed by exception; not sustained; or sustained.
- g.* If after his review, the Director or Deputy Director finds that the complaint is unfounded, a Member is exonerated, or not sustained then such finding shall be reduced to writing and forwarded to the Member and the Lodge.
- h.* If after his review, the Director or Deputy Director finds that the complaint is sustained and the Member is guilty of misconduct or rule violation, the Director or Deputy Director may impose discipline pursuant to Article 13 herein.

Section 3. Administrative Leave

A Member may be relieved from duty with pay pending the final administrative outcome of a disciplinary hearing, if it is determined by the Director that it is in the best interest of the department to do so.

**ARTICLE 15 - GRIEVANCE PROCEDURE**

Section 1. Any complaint or dispute concerning wages, hours or any other condition of employment, or any dispute involving the interpretation or application of any of the provisions of this Agreement, shall constitute a grievance within the meaning of this Agreement. A Member filing a grievance shall be allowed Lodge representation consisting of one (1) person on the Lodge Committee at all grievance meetings and/or legal counsel at mediation and arbitration level. The following rules for the presentation and solution of grievance or requests are prescribed.

Section 2. A grievance must be in writing and must contain the following:

- a.* Signature(s) of the grievant(s)' representative;
- b.* Specific statement of the grievance;
- c.* Synopsis of the facts giving rise to the grievance;
- d.* Date of alleged violation;
- e.* Specific relief or remedy requested.

Section 3.

A. If a grievance is a result of a disciplinary action that has been investigated by The Professional Standards Unit, the Department shall make available to testify at mediation or arbitration all current employees requested by the Member, his counsel or the Lodge.

B. When a disciplinary action has progressed to mediation and/or arbitration, the Member shall be provided with the investigative summary by The Professional Standards Unit no later than ten (10) days prior to the scheduled mediation and/or arbitration. The Member and the representative shall be paid for all time spent during grievance and disciplinary hearings scheduled outside their normal shift. For the purpose of avoiding overtime, with approval of a Major or above, the Representative may flex their work hours within the work week.

Section 4.

*Step 1.* The non-disciplinary grievance in the first instance shall be presented to the immediate supervisor not in the bargaining unit by the Lodge within ten (10) working days from the time the grievance or controversy occurs. If an action of Metro Government resulting in a grievance is initiated at a higher level than a Member's immediate supervisor, the grievance in the first instance shall be presented to the level of authority initiating the action not in the bargaining unit. The immediate supervisor shall have seven (7) working days to respond. A disciplinary grievance shall go immediately to step 2 of this grievance procedure.

*Step 2.* If not satisfactorily adjusted at this level, the Lodge may reduce the matter to writing and refer it to the Director within seven (7) working days of receiving the response. The Director shall act within fourteen (14) working days.

*Step 3.* In the event that the decision of the Director is adverse to the grievance of the Lodge, the Lodge may request review by the Mayor or his designee within seven (7) working days of receiving the response. The Mayor or designee shall render a decision within fourteen (14) working days of receiving the request.

*Step 4.* In the event the Mayor's or Mayor's designee's decision, does not resolve the grievance, the Lodge may request mediation or advisory arbitration within seven (7) days of receipt of the Mayor's/designee's decision by notifying Metro Government and the Department of its intention to proceed to mediation or advisory arbitration. Such notice of intent to proceed must be accompanied by an explanation setting forth the reason(s) why the decision of the Mayor or designee is unacceptable. At the same time the Lodge notifies Metro Government and the Department of its intention to proceed to mediation or advisory arbitration, it shall mail to the Louisville Labor-Management Committee its notice of intention to proceed to mediation or advisory arbitration and request submission of a list of mediators/arbitrators. A mediator /arbitrator shall be selected by each party alternately scratching a name from the panel submitted by the Louisville Labor-Management Committee with the Lodge having the right to strike first in even numbered years and Metro Government the right to strike first in odd numbered years. The parties shall meet for the purpose of scratching names from the panel within fourteen (14) days of receipt by both parties of the panel from which a mediator/arbitrator is to be selected.

The mediator's/arbitrator's fees and expenses and the cost of any meeting or hearing room shall be borne equally by each party.

The following limitation on the powers of the arbitrator shall apply:

- (i) The arbitrator shall have no authority, jurisdiction or right to alter, amend, modify, ignore, 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 in the grievance and shall confine a decision to a determination of the facts and an interpretation and application of this Agreement.
- (ii) The decision of the arbitrator shall be advisory in nature with respect to all matters.

Section 5. A Lodge Member designated to represent a Member shall be paid for all time lost from work during meetings with representatives of Metro Government scheduled in the processing of the grievance, or during arbitration proceedings. The expenses, wages and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred, such as wages of participants, preparation of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties.

Section 6. The time limits under this Article may be changed by mutual agreement. If a grievance is not responded to within the specified time limits provided for herein, absent an extension agreement, the grievant may advance the grievance to the next step.

Section 7. The grievance procedure contained in the Collective Bargaining Agreement is the sole and exclusive means of resolving all grievances arising under this



Collective Bargaining Agreement. If Metro Government and the Lodge settle any grievance on behalf of a Member or Members, the Member or Members shall be conclusively bound thereby.

## **ARTICLE 16 - CONDITIONS OF EMPLOYMENT**

Section 1. A Member shall be required to submit to a blood test or urinalysis under the conditions set forth in Appendix 1, Drug Testing Policy and Procedures.

Section 2. A Member shall not be required to submit to a polygraph examination as a condition of employment.

## **ARTICLE 17 - PERSONNEL FILES**

Section 1. All official personnel records are the property of the Metro Government and shall be maintained by the Human Resources Department. All official personnel records shall be confidential from the public to the extent possible under the Open Records of the Commonwealth of Kentucky.

Section 2. Any Member, or any Lodge representative or attorney with a written authorization from the Member, shall have the right to inspect the Member's files upon presenting the written request to the Human Resources Director or designee, during reasonable hours of operation. The Member may have copies made of his/ her personnel file with a cost reasonably related to the duplication and administrative expense relating to that request.

Section 3. A Member may submit written documentation for his/her official personnel file that refutes or explains any item in the Member's file. The document shall not contain any inflammatory or derogatory statements.

Section 4. A Medical file will be maintained on a Member that is separate and distinct from a Member's personnel file; this file is maintained under the strictest of confidence and is housed in the Office of Corrections.

Section 5. One (1) supervisory file may be maintained on each Member. This file may contain notes by the supervisor concerning the Member's job performance or conduct, notes made in performance review or other counseling sessions with the Member, copies of completed work assignments, drafts or work in progress and informal written communications between the Member and the supervisor concerning performance or conduct issues. The purpose of this file is to encourage supervisors to maintain informal records on a continuing basis which may provide substantiation for performance ratings or other performance or conduct related actions. File materials become a part of a Member's personnel file only if they are incorporated in or attached to related personnel actions. In the event a Member transfers with the department, the supervisory file materials may be transferred to a new supervisor. Any Member, or any Lodge representative or attorney with a written authorization from the Member, shall have the right to inspect the Member's supervisory file upon presenting the written request to the immediate

supervisor during reasonable hours of operation. Documents contained in the supervisory file shall not be retained after one (1) year from said documentation.

### **ARTICLE 18 –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 19 - AGREEMENT DISTRIBUTION**

The parties agree that they will each pay one-half (½) of the cost of printing of the new Agreement document.

### **ARTICLE 20 – NONDISCRIMINATION**

Metro Government and the Corrections Department shall not discriminate against any Member because said Member is or is not a member of the Fraternal Order of Police, nor because of FOP membership or FOP activity, nor shall Metro Government discriminate against any Member of the Corrections Department or a Member of the FOP on account of race, color, sex, creed, religion, marital status, age, disability, national origin, political affiliation or sexual orientation.

### **ARTICLE 21- STANDARD OPERATING PROCEDURE**

Section 1. The Department has the right to promulgate reasonable policies, operating procedures, rules and regulations, and Director's bulletins, including those concerning disciplining Members, not inconsistent with the express provisions of this Agreement.

Section 2. No change in such policies, operating procedures, rules and regulations shall be effective until it has been posted on bulletin boards in all departments for a period of ten (10) calendar days. Any change shall be forwarded to the Lodge ten (10) days prior to the effective date.

Section 3. The Director may issue Director's bulletins in lieu of revisions to policies, operating procedures, rules and regulations, provided however, Director's bulletins terms shall not be longer than ninety (90) days nor form the basis of any disciplinary action against a Member within the first ten (10) days of issuance.

Section 4. The Department shall provide all Members access to all policies and procedures, rules, regulations and post orders. In addition, the Department shall provide updated master copies for Members to review during non-working hours for a reasonable period of time, at a location convenient to their place of work.

## **ARTICLE 22 - SWORN PEACE OFFICER STATUS**

Metro Government will continue to allow secondary employment based on applicable law, judicial precedent and policies and guidelines of the Department consistent therewith.

## **ARTICLE 23 – SALARY**

The base hourly pay rate for Members beginning July 1, 2016 shall be as indicated on Salary Schedule II, attached to this Agreement and Members shall be placed on the pay scale of the Salary Schedule II based upon the Member’s seniority date and paid on a bi-weekly basis.

All Members employed by the Louisville Metro Government Corrections Department at the execution of the parties to this Agreement are entitled to retro pay under Salary Schedule II. Members will continue to be paid the same rate of pay that they were earning as of June 30, 2023 until a new Agreement is executed by the parties.

Salary step increases will be according to the attached and will begin July 1, 2016 and continue for the duration of this Agreement.

## **ARTICLE 24 - WORK WEEK AND OVERTIME**

Section 1. A work day shall consist of eight (8) hours. Members shall be paid overtime at the rate of one and one-half (1½) times their regular rate of pay for all hours worked in excess of a regular forty (40) hour workweek. There will be no pyramiding of overtime; a Member will be paid for the same hours only once. Paid leave shall not be computed as time worked for the purpose of overtime. Unpaid leave shall not be computed as time worked for the purpose of overtime.

Section 2. Upon separation, a Member shall be paid for all accumulated compensatory time accrued as of the effective date of this Agreement up to two hundred (200) hours. No more than two hundred (200) hours may be carried forward from one (1) calendar year to the next. A supervisor shall approve in advance the use of accumulated compensatory time.

Section 3. The Department shall not change a Member’s scheduled off day( s) unless

five (5) days' notice is given. Provided, however, the five (5) days 'notice shall not have to be given if the Director declares an emergency or a Member agrees to waive the five (5) days' notice.

Section 4. Overtime earned shall be reported and paid in fifteen (15) minute increments. Members working seven minutes or less of overtime shall receive no payment. Members working eight or more minutes of overtime shall receive payment for fifteen minutes of overtime.

Section 5. **Special Detail Assignments**

When known to the Department in advance, special detail assignments will be posted by email and will be awarded by the Chief of Staff, or other individual designated by the Director, in order of preference based on the factors of availability, attendance record, disciplinary record, prior special detail experience, performance evaluations and seniority.

## ARTICLE 25 - SPECIAL PAY

Section 1. **Special Duty Pay**

When a Member is ordered by the Chief or his designated representative, or is directed by someone of higher authority to act in a capacity of a higher classification than their regular position, the Member shall be paid at the rate established for the higher classification for every full hour that the Member serves in such capacity.

Section 2. **Shift Differential**

Members permanently assigned to a mid-shift, i.e., a shift which begins between 3:00 pm and 11:00 pm, shall receive a shift differential of fifty cents (.50¢) per hour for all hours worked. Members permanently assigned to a late-shift, i.e., a shift that begins between 11:00 pm and 7:00 am, shall receive a shift differential of fifty cents (.50¢) per hour for all hours worked.

Section 3. **Training**

a. Training mandated by County, State or Federal laws or required as a condition of continued employment shall be provided by the Metro Government at no cost to the Member. Time spent on such training beyond forty (40) hours of the Member's regular work schedule shall be paid at the rate of time and one half (1½).

b. The Department will provide per diem monies prior to a Member being required to report to any training facility outside Metro Louisville.

c. Training for positions which have special requirements will be assigned on a volunteer seniority basis. The Department may set minimum requirement and conduct qualification tests for specialized training prior to awarding such training, however, these requirements must be reasonable and relate to said training. The minimum requirements shall not be modified during the term of this Agreement without agreement with the

Lodge. When training is available, notice will be posted for ten (10) working days. Members recognize the obligation to participate in required training in order to remain qualified for positions held, and in order to advance to specialty positions.

#### Section 4. Call-Out Pay

All hours worked on a call-out which occurs at a time outside of a Member's regularly scheduled hours of work shall be paid for at one and one-half (1½) times the Member's regular hourly rate. The Member shall be paid a minimum of four (4) hours for each call-out. The minimum shall be computed as time worked. If so directed by supervisory authority, a Member called out shall work the four (4) hours minimum period. Overtime in conjunction with the normal shift when scheduled in advance, or which extends the normal work shift shall not be considered as a call-out.

#### Section 5. Scheduled Meetings

Members scheduled to attend meetings outside his/her regularly scheduled hours of work in conjunction with the normal shift when scheduled in advance shall be paid the actual amount of time worked. Members scheduled to attend work outside his/her regularly scheduled work hours not in conjunction with the normal work shift shall be paid a minimum of three (3) hours. Parking will be provided by the Department for members required to attend meetings.

### **ARTICLE 26 - ANNUAL LEAVE/HOLIDAYS**

#### Section 1.

- A. Members hired on or after February 7, 2008 are eligible to accrue annual leave with pay, inclusive of holiday accruals, as follows:

0 to 1 year	15 calendar days per year
1 to 2 years	16 calendar days per year
2 to 3 years	17 calendar days per year
3 to 4 years	18 calendar days per year
4 to 5 years	19 calendar days per year
5 to 6 years	25 calendar days per year
6 to 7 years	26 calendar days per year
7 to 8 years	27 calendar days per year
8 to 9 years	28 calendar days per year
9 to 10 years	29 calendar days per year
10 to 11 years	30 calendar days per year
11 to 12 years	31 calendar days per year
12 to 13 years	32 calendar days per year
13 to 14 years	33 calendar days per year
14 to 15 years	34 calendar days per year
15+ years	35 calendar days per year

B. Members employed prior to February 7, 2008 are eligible to accrue annual leave with pay, inclusive of holiday accruals, as follows:

0	to 1 year	20 calendar days per year
1	to 2 years	21 calendar days per year
2	to 3 years	22 calendar days per year
7	to 4 years	23 calendar days per year
4	to 5 years	24 calendar days per year
5	to 6 years	25 calendar days per year
6	to 7 years	26 calendar days per year
8	to 8 years	27 calendar days per year
9	to 9 years	28 calendar days per year
9	to 10 years	29 calendar days per year
10	to 11 years	30 calendar days per year
11	to 12 years	31 calendar days per year
12	to 13 years	32 calendar days per year
13	to 14 years	33 calendar days per year
14	to 15 years	34 calendar days per year
15+	years	35 calendar days per year

C. The actual accrual of annual leave will be computed on a pay period basis. Years of service for determining the accrual rates for Annual Leave will be based on a Member's seniority date. Payment for annual leave time shall be based on the Member's regular rate of pay. Annual leave shall be computed as time worked, except for purposes of overtime, as defined in Article 24, Section 1.

Section 2. Annual leave is cumulative, provided, however, accrued annual leave cannot exceed 480 hours in any calendar year. Upon separation, an employee shall be entitled to receive payment for accrued annual leave not to exceed 320 hours (40 days). Any former Member compensated upon separation for accrued vacation may not be re-employed by Corrections in the same or another position until there has been a break in service equal to the amount of time for which unused vacation leave was paid.

Section 3. Beginning on January 2 of each calendar year, supervisors will approach each Member on the shift in seniority order with an annual leave calendar. A Member will be permitted to view the calendar and make a primary annual leave selection based upon the scheduling needs of the Department. Primary annual leave periods will be awarded by seniority and in writing.

Section 4. Secondary annual leave periods will be selected in the same manner described above, based upon the scheduling needs of the Department, commencing on January 12 and ending on January 21 of each calendar year. Any change in secondary selection must be completed by January 22 in the same selection manner as primary selection. A secondary annual leave selection may not exceed twenty-one (21) consecutive calendar days.

Section 5. A third annual leave selection period will begin on January 22 and end on January 29 of each calendar year. This selection period will be reserved for any Member, who after their primary and secondary annual leave picks, is in need of annual leave reduction to reach maximum allowable totals at the end of the calendar year, based upon the scheduling needs of the Department. A third annual leave selection is limited to the amount of time a Member is required to use to reach the maximum accrual of annual leave permitted herein. Members who waive annual leave selection periods and who are in excess of 480 hours may be assigned open annual leave periods as determined by the Department.

Section 6. Departmental annual leave schedules will be posted by February 7 of each calendar year. Annual leave periods shall be scheduled pursuant to the scheduling needs of the Department. There must be a break of at least fourteen (14) consecutive calendar days between primary and/or secondary and/or third annual leave periods.

Section 7. In the event of a Member's voluntary transfer, that Member's annual leave may be subject to being adjusted based upon the scheduling needs of the Department.

Section 8. Throughout the calendar year, leave requests of less than four (4) consecutive calendar days may be granted on a first come, first serve basis, without regard to seniority, to the first Member requesting such leave in writing, setting forth date and time of the request, based upon the scheduling needs of the Department. Requests must be made no sooner than seven (7) days in advance.

Section 9. Members who are regularly scheduled off on Thanksgiving Day, Christmas Day, Christmas Eve, New Year's Day and Independence Day and who still work or employees who work in excess of eight (8) hours shall have an amount added to their accrued annual leave equal to the hours actually worked.

## **ARTICLE 27 - SICK LEAVE**

Section 1. A Member shall accrue ninety-six (96) hours of sick leave per year. Sick leave is accrued on a weekly basis. No Member shall receive credit toward sick leave accrual for time not expended in employment, except for vacation, military leave and other paid, authorized leave, as provided and earned pursuant to this Agreement. Unused sick leave may be cumulative without any maximum. No Member shall be entitled to sick leave in excess of the amount of such leave then accumulated to his credit.

Section 2. Sick leave with pay shall be granted to a Member when he is unable to perform his duties because of:

- a. Personal illness or injury to the Member;
- b. The Member's pregnancy or pregnancy related complications;
- c. Illness or injury in a Member's immediate family (spouse, dependent child, dependent relative, or parents) which requires the presence of the Member.

Sick leave caused by other than the Member's own in- capacity that exceeds two (2) days requires the approval of the Director or designee.

Section 3. Except in case of emergency, to receive paid sick leave, a Member shall communicate with the Department's designee within one (1) hour of the time set for beginning work.

Section 4. A Member using sick leave with pay for more than four (4) consecutive days may be required by the Director or his designee to furnish proof of the necessity for such absence from work. The consistent use of sick leave as it is earned, the failure to accumulate it as it is accrued, or the use of same which is not consistent with the provisions of this Article, may be considered to be abuse of sick leave. A Member who has received one (1) written warning for abuse of sick leave within twelve (12) months may be required by the Director or designee to produce a valid medical/doctor's statement at any time. The Department has the right in all cases of reported illness or disability to require examination by a reputable physician of its own employ or selection. Abuse of sick leave privileges shall constitute grounds for disciplinary action.

Section 5. Members who terminate employment by voluntary resignation or lay-off and who are re-employed by Metro Government may have their accumulated sick leave reinstated after ninety (90) days of work upon request of the Director and approved by the Director of Human Resources.

Section 6. Members are eligible to participate in a sick leave incentive program. Members will accrue one half (½) of a personal day for each three (3) months without the use of any sick leave. An additional personal day will accrue for each twelve (12) consecutive month period without the use of sick leave. Members are eligible to earn three (3) personal days per twelve (12) month period. Members may not accrue more than ten (10) personal days, nor will Members be paid for personal days upon termination of employment. Annually, after a Member has accrued three (3) sick leave incentive personal days, the Member may redeem up to three (3) sick leave incentive personal days as pay by separate payment on December 1 of each calendar year. Payment for annual leave time shall be based on the Member's hourly base pay on the pay scale attached to this Agreement.

Section 7. Metro Government participates under the Kentucky Retirement Systems in a program that allows the purchase of service credit with the Retirement System of unused sick leave. Members may participate in this program in the same manner as other Metro Government employees.

Section 8. Sick leave shall not be considered hours worked for purpose of overtime.

## **ARTICLE 28 – INSURANCE**

### **Section 1. Health Insurance**

Metro Government shall contribute 100% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for employee-only coverage. Metro Government shall contribute no less than 90% of the premium cost for the



designated plan offered by Metro Government toward the premium for the plan selected by the Member to cover a spouse or eligible dependent children. Metro Government shall contribute no less than 75% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for full family coverage. Provided, however, if the percentage contributions by Metro Government toward the cost of health insurance shall decrease for a majority of Metro Government employees, the percentage contributions for Members shall decrease to the same level.

In order to comply with the Patient Protection and Affordable Care Act (PPACA) and applicable IRS regulations, Louisville Metro Government reserves the right to align its plan designs and rates to remain compliant with health care reform (PPACA) and IRS regulations.

## Section 2. Life Insurance

Metro Government will provide all Members with a group life insurance plan with payment upon death or dismemberment of the Member in the amount of coverage equal to one (1) times the Member's annual base salary up to \$50,000.00; provided, however, if the life insurance offered by Metro Government to non-union employees shall decrease, the coverage for Members shall decrease to the same level, but shall not decrease to less than \$15,000.00 in coverage. The life insurance program as permitted by law, and subject to eligibility rules of the Metro Government's insurance plan, provides the opportunity for Members to purchase at their own expense additional insurance. It is agreed that Members may also purchase life insurance for dependents where the Metro Government so provides such insurance and at a cost factor to be borne by the Members for such dependent life insurance, all in accordance with the terms and conditions of the eligibility rules of the Metro Government Plan.

## **ARTICLE 29 - LEAVES WITH PAY**

### Section 1. Funeral Leave

A Member shall be given up to three (3) consecutive workdays off with pay in case of death in the Member's immediate family. The immediate family shall include parents, step parents, parents-in-law, grandparents, grandparents in-law, spouse, children, stepchildren, grandchildren, brother, sister, step-brother, step-sister, brother or sister-in-law, aunts, uncles, and an individual residing in the Member's household. To receive paid funeral leave, the Member shall communicate with his immediate supervisor or department head or their authorized representative before the time set for beginning work. Funeral leave may include, but will not extend beyond, the day after the funeral. Upon request, proof of death shall be furnished. A Member may take an additional three (3) vacation days, if requested in writing, and said Member has the time on his/her books. Funeral leave shall be computed as time worked for purposes of overtime through June 30, 2020. Starting July 1, 2020, funeral leave will no longer be computed as time worked for purposes of overtime.

## Section 2. Military Leave

Members who are also members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits to which they are entitled, while in the performance of duty or training in the service of this state or of the United States under competent orders as specified in this section. In any one (1) federal fiscal year, Members, while on military leave, shall be paid their compensations for a period or periods not exceeding twenty-one (21) calendar days. Any unused military leave in a federal fiscal year shall be carried over to the next year. Any unused military leave shall expire two (2) years after it has accrued.

A Member inducted or enlisted into active duty with the armed forces of the United States or any reserve component of the armed forces, or the National Guard, for a period in excess of thirty (30) days shall be eligible for continuation of medical insurance under Metro Government's designated health plan at the same level as active Members at the same cost as active Members. Military leave shall be computed as time worked for purposes of overtime through June 30, 2020. Starting July 1, 2020, military leave will no longer be computed as time worked for purposes of overtime.

## Section 3. Jury Duty and Witness Leave

An eligible Member who is summoned for jury duty and, as a result is required to be absent from work, shall be compensated for the actual time required for service as a juror at the regular rate of pay of the Member. This compensation shall be in addition to any remuneration paid by the Courts for serving on jury duty. A Member summoned for jury duty shall have his/her work schedule altered, if necessary, so that the Member is placed on a Monday through Friday day shift assignment for the duration of the leave. If a member is released from jury duty before the completion of the workday, the Member is required to report to work. Similarly, if the Member is released from jury duty for the entire day, the Member is to report to work. A Member who fails to do so shall be considered absent without leave.

- a. Any Member who represents Metro Government in legal proceedings or who is subpoenaed as a witness on behalf of Metro Government at any administrative hearing process arising from an act of employment with Metro Government, or who is a plaintiff or defendant on behalf of Metro Government shall be compensated for the time in the legal proceedings, at the regular rate of pay of the Member.
- b. Jury duty and witness leave is subject to reasonable documentation to be provided to the Member's supervisor prior to the leave being approved.
- c. Any Member who may be required by Metro Government to report or is subpoenaed as a witness in any legal or Departmental proceeding, arising out of the course and scope of the Member's employment, at a time outside of a Member's regularly scheduled hours of work, shall be paid a minimum of three (3) hours.

- d. Jury duty and witness leave shall be computed as time worked for purposes of overtime through June 30, 2020. Starting July 1, 2020, jury duty and witness leave will no longer be computed as time worked for purposes of overtime.

## ARTICLE 30 - UNIFORMS AND EQUIPMENT

### Section 1. Uniforms and Equipment

- a. Metro Government will provide, as set forth herein, each Member the following articles:

Three (3) long sleeve shirts  
Three (3) short sleeve shirts  
Three (3) trousers  
“Serving since” pin  
Nameplate  
Collar emblems  
Belt  
Jacket  
Buttons  
Department approved footwear  
Handcuffs with case

Metro Government will furnish Member with new articles of clothing or equipment to supplement or replace any portion of the official uniform or equipment that are added or changed in design.

- b. Articles of uniform clothing rendered unserviceable by virtue of normal wear and damage in the line of duty will be replaced by the Department. Worn or damaged articles shall be surrendered to the Department upon replacement of same. Members may request replacement uniform clothing on a quarterly basis from the first (1st) through the fifteenth (15<sup>th</sup>) of January, April, July and October. The Department will submit quarterly uniform orders to the vendor by the twenty- fifth (25<sup>th</sup>) of January, April, July and October. Uniforms damaged in the line of duty will be ordered within ten (10) days of the Member’s request. A request for line of duty uniform replacement may be aggregated by the Department with its quarterly orders if the Member’s request comes within fifteen (15) days of the quarterly ordering period of January, April, July and October. If the vendor fails to fulfill an aggregate order

within thirty (30) days, the Lodge will be notified.

- c. All adjunct instructors will receive a Uniform, polo shirt with appropriate patches to be worn only for training.

## **Section 2. Personal Property Reimbursement**

Members desiring to be reimbursed by the Metro Government for personal property lost or damaged while on duty, which items are limited to uniforms, eyewear, watches, dentures and wedding bands, may submit to the Director in writing such request, indicating the circumstances and particulars (including date, time and place) of the incident giving rise to such claim, a description of the property lost or damaged, proof of purchases and acquisitions, date of purchase or acquisition, value when purchased or acquired, and value claimed at time of loss or damage and the cost of any coinsurance or examinations required for replacement. Personal property losses due to a Member's negligence shall not be subject to reimbursement.

All such requests shall carry the Member's certification that no other reimbursement or indemnity for the same property has been claimed, received, or is applicable, and that any reimbursements made by the Metro Government shall be prepaid if reimbursement, restitution, insurance or other indemnity is received at any time by the Member's for the loss claimed.

Upon receipt of any such request, the Director shall approve or disapprove the request. Personal property payments covered in paragraph 1 shall not exceed \$325.00 for any one (1) incident. Department will submit personal property loss or damage for claims for payment within ten (10) days of receipt.

## **ARTICLE 31 - OTHER BENEFITS**

### **Section 1. Pension**

a. Metro Government shall enroll and begin required contributions to the County Employees Retirement System, Hazardous Duty Plan when an employee becomes a sworn member of the Department or as required by applicable law, whichever first occurs.

b. Metro Government agrees to participate and contribute in the Federal Social Security program in accordance with the law.

c. Metro Government agrees to participate in and contribute to the County Employees Retirement System, Hazardous Duty Plan, in accordance with applicable law.

**Section 2. Tuition Reimbursement**

Members covered by this Agreement are eligible to participate in the Metro Government Tuition Reimbursement Program as afforded to all employees of the Metro Government.

**Section 3. Break Times and Lunch Period**

Members shall be allowed a thirty (30) minute lunch period and two (2) ten (10) minute breaks per eight (8) hour shift, at the direction of the Member's supervisor. The two (2) ten (10) minute break periods shall be taken without Member loss of pay, provided however, the thirty (30) minute lunch period shall not be considered as hours worked.

**Section 4. Voting Leave**

Members who are eligible to vote in any election in the Commonwealth of Kentucky will be allowed up to four (4) hours off between the hours of 6:00 a.m. and 6:00 p.m. in which to vote. Only Members who are scheduled to work between the hours of 6:00 a.m. and 6:00 p.m. are eligible for the voting leave.

The Director has the right to determine the time period in which the Members may be absent to vote, to insure that Louisville Metro Government service is not impaired.

A Member will be granted time off without pay or may use accrued vacation leave or compensatory time, if applicable.

**ARTICLE 32 - IN-LINE-OF-DUTY INJURIES AND DEATH IN-LINE-OF-DUTY**

**Section 1.** Metro Government agrees to pay medical and hospital expenses required for the treatment and rehabilitation of in-line-of-duty injuries sustained by a Member until separation from employment as contained herein; provided, however, that such payment is to be made only in excess of, or if not otherwise paid by, all applicable hospital, medical and worker's compensation insurance, or other remunerative process.

**Section 2.** The in-line-of-duty injuries covered by this Article are those injuries sustained by Members while engaged in action related to service as a Corrections officer.

**Section 3.** In the event a Member should receive in-line-of-duty injuries rendering him temporarily unable to perform his duties, he shall continue to receive his salary for any workdays missed in the first seven (7) days he is required to miss work following the injury. If the Member is unable to work on the eighth calendar day, then Workers Compensation shall begin on the eighth day. Thereafter, for a period not to exceed twelve (12) calendar months, Metro Government shall supplement Workers Compensation benefits so that the Member shall continue to receive his hourly base rate of pay, including longevity, for any work day missed. If the Member is off for fifteen (15) calendar days, Metro Government shall refund to the Member the tax withholdings from the Member's pay for the first seven (7) calendar days that would not have

been withheld had the Member been paid Workers Compensation. Members shall receive their regular rate of pay for attendance during working hours at medically required physician appointments or physical therapy.

The injury leave as outlined within this Article shall not exceed the period of twelve (12) calendar months. However, upon a determination at any time by an Independent Medical Evaluation physician that the Member is permanently disabled from performing his duties, then the twelve (12) month period may terminate short of twelve (12) months and the Member may be separated from service for such disability.

Section 4. Metro Government reserves the right to require the Member to provide evidence to support the need for the Member's inability to return to work as a result of the in-line-of-duty injury, such as a medical statement from the Member's treating physician establishing either an expected return to work date or a firm follow-up visit with the physician. A Member may be examined by a physician selected by Metro Government no more frequently than every thirty (30) days at Metro Government's cost.

Section 5.

- a. In the event that a Member dies as a result of an in-line-of-duty injury, Metro Government shall pay to the surviving spouse, or in the event there is no surviving spouse, then to the Member's dependent minor children, or in the event there is no dependent minor children, then to the dependent person named by the Member with the Kentucky Retirement Systems, in addition to applicable pension benefits, and in supplement to any Worker's Compensation income benefits and Social Security benefits which may be due, in lump sum, an amount equal to twelve (12) months of the Member's hourly base pay, including longevity, on the pay scale attached to this Agreement. It is understood that the intention of this section is to compensate dependents in the event of death of a Member causally related to service as a Corrections officer as distinguished from the normal hazards to which any employee may be exposed.
- b. If a Member should die due to an in-line-of-duty injury while in the performance of his/her duties for Metro Government, Metro Government shall pay to the surviving spouse or surviving dependent(s) or estate, whichever is applicable, the sum of \$5,000.00 for the express purpose of defrayment of funeral and burial expense.

### **ARTICLE 33 - MODIFIED DUTY/RETURN TO WORK (RTW)**

Louisville Metro Government recognizes the importance of providing meaningful work to employees with medical limitations that temporarily prohibit the employee from performing regular job duties.

When an employee experiences an injury/illness, whether on-the-job or off-the-job, and is released to return to work with restrictions, the employee will be considered for a modified duty assignment. The assignment may be within the employee's agency or in another agency, but the first ninety (90) days must be within Louisville Metro Corrections. Assignments should

be based on needs of the agency as well as availability of work within the employee's restrictions. The employee is to take a Healthcare Provider Capabilities Assessment Form (HPCAF) and a copy of the employee's job description to the employee's medical provider. The employee should request the healthcare provider to furnish any limitations or restrictions. The information from the medical provider will be used to evaluate whether or not there is work available within the employee's restrictions. It is the responsibility of the employee to provide updated medical documentation as directed by the employee's agency head or designee.

An employee with an offer of a modified assignment is to report to work as directed by the agency head or designee. An employee who has experienced an injury/illness on the job and who does not accept an offer of modified duty may lose his or her worker's compensation pay. Medical expenses will be provided as determined by the Worker's Compensation laws of the Commonwealth of Kentucky. In all cases, both work-related and non-work related, Louisville Metro Government intends to honor its obligations under The Family and Medical Leave Act of 1993 (Reference FMLA- Louisville Metro Government Personnel Policies 16.3).

A modified duty assignment may be offered for a period of up to ninety (90) calendar days. For restrictions that will extend beyond 90 calendar days, the employee's department is to contact the Department of Human Resources for a review to consider extension of an additional ninety (90) calendar days, unless otherwise stated in the applicable Collective Bargaining Agreement. In all actions, Louisville Metro Government intends to honor its obligations under the Americans with Disabilities Act Amendments Act of 2008 (<http://www.ada.gov/publicat.htm#Anchor-14210>).

There will be no change to the employee's pay/benefits while on the modified assignment.

## **ARTICLE 34 - ENTIRE AGREEMENT**

Section 1. Metro Government and the Lodge shall not be bound by any requirement, which is not specifically stated in this Agreement. The parties agree that only those items contained in this Agreement constitute the entire agreement and respective rights of the parties.

Section 2. The Lodge and Metro Government agree that this Agreement is intended to cover all matters referred to in Article 2 and that during the term of this Agreement, neither Metro Government nor Lodge will be required to negotiate on any further matters affecting these or other subjects not specifically set forth in this Agreement.

Section 3. Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 4. It is expressly understood that no provision of this Agreement shall be waived or considered waived by any act, omission or communication; provided, however, that both parties shall have the right to mutually agree to waive a provision by express written authorization from a Metro Government representative and the representatives of the Lodge.

**ARTICLE 35 – TERM**

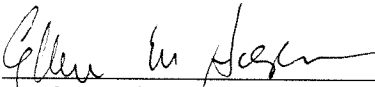
Section 1. This Agreement shall become effective as of its approval date unless otherwise indicated herein and shall remain in effect up to and including June 30, 2023 and shall be presented to the Metro Council pursuant to LMCO Section 35.057.

Section 2. Should either party desire to alter any portion of any terms hereof, that party shall notify the other party in writing not less than one hundred and twenty (120) days prior to June 30, 2023. Within sixty (60) days of such notification by either party, a conference shall be held between Metro Government and the Lodge for the purpose of negotiating such amendment, modification or termination.

Section 3. The Mayor may authorize continuation of salaries and benefits provided in this Agreement upon expiration or as proposed in an Agreement under negotiation or already negotiated if in his sole judgment and discretion such proposed Collective Bargaining Agreement has reasonable prospects for adoption.


IN WITNESS WHEREOF, the Parties have affixed their signatures this 26<sup>th</sup> day of March, 2017.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

BY:   
Greg Fischer, Mayor

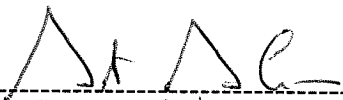
Date: 3/26/17

FRATERNAL ORDER OF POLICE, LODGE 77

BY:  - President

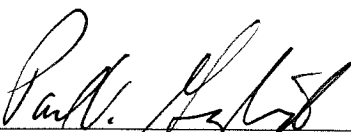
Date: 3-2-17

COUNSEL FOP LODGE 77

BY:   
Stephen S. Lazarus, Esq.  
Hardin, Lazarus + Lewis, LLC

Date: 2/21/17

APPROVED AS TO FORM:

  
Michael O'Connell  
Jefferson County Attorney



## APPENDIX 1 – DRUG TESTING POLICY

### Section 1. Statement of Policy

Metro Government and the Union recognize and agree that it is their mutual goal and pledge to maintain and assure safe and effective services to the citizens of Louisville Metro by maintaining a drug-free workplace.

### Section 2. Notice of Policy

All Members shall be provided a copy of this Policy and all newly hired Members will be provided with a copy of it on or about their initial date of hire. No Member shall be tested before a copy of this Policy is provided to him/her.

### Section 3. Definitions

(A) "Illegal Drugs" means controlled substances listed in 21 C.F.R. Part 1308 that are not being used under the supervision of a licensed physician.

(B) "Reasonable Suspicion" means an articulated belief based on particularized information and observations and reasonable inferences from such particularized information and observations that would suggest that a Member may be in violation of this policy.

(C) "Refuse to Cooperate" means (i) to obstruct the specimen collection process, (ii) to attempt to or to tamper with the collection or testing process, or (iii) to fail to provide urine specimens adequate for testing when directed to do so, without promptly establishing a medical basis for the failure to provide such specimens.

### Section 4. Prohibitions

Members shall be prohibited from:

(A) Reporting to work or working under the influence of illegal drugs.

(B) Consuming or possessing illegal drugs at any time while on duty, or anywhere on any Metro Government premises or in any Metro Government vehicles, except when authorized in the line of duty.

(C) Possessing, using, selling, purchasing, manufacturing, dispensing or delivering any illegal drug at any time and at any place, except when authorized in the line of duty.

(D) Abusing any prescription drug.

(E) Failing to report immediately to the Director's office any duty-related restrictions imposed as a result of prescription medications they are taking.

### Section 5. Drug Testing Permitted

(A) Reasonable Suspicion. Where Metro Government has reasonable suspicion to believe that a Member is: (a) abusing prescription drugs; or (b) possessing or using illegal drugs, Metro Government shall have the right to require the Member to submit to drug testing as set forth in this Policy. Members shall not be subjected to random medical testing involving urine analysis or other similar or related tests for the purpose of discovering possible drug abuse, except as specifically provided for this Policy.

(B) Random Testing. During the workday, all Members are subject to random testing for drugs. The annual number of such random tests shall not exceed fifty percent (50%) of the number of employees of the Department subject to testing as of January 1 of any given year. Such tests shall be spread reasonably throughout the year. Metro Government shall select employees for random testing using an approved random number generating computer program. Members notified of their selection for random testing shall proceed immediately to the collection site. Members who are on leave, vacation, or already absent at the time of their selection will be excused but remain subject to future random testing.

### Section 6. Test To Be Conducted

In conducting the testing authorized by this Agreement, Metro Government shall comply with the following:

- (A) The lab selected to perform drug tests shall be federally certified to do drug testing.
- (B) After initial identification confirmation, the specimen collected from the Member shall be identified only by the Member's social security number or acceptable coding throughout the testing process.
- (C) A split urine sample shall be collected in all cases of drug testing for an analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to HHS guidelines.
- (D) The standard ten (10) panel drug screen shall be used by the testing laboratory.
- (E) Metro Government's drug testing lab will confirm any urine sample that tests positive in initial screening for drugs by testing a portion of the same sample by gas chromatography/mass spectrometry (GC/MS). All positive confirmed samples and related paperwork must be retained by the testing lab for at least twelve (12) months (provided written notice is given the lab by Metro Government before the expiration of the 12-month period) or for the duration of any grievance, disciplinary action or legal proceeding, whichever is longer.
- (F) Metro Government will provide Members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory at the Member's own expense, provided the Member notifies Metro Government within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Agreement.
- (G) Metro Government will require that its drug testing lab report that a specimen is positive only if both the initial screening and confirmation test are positive. Drug test results shall be evaluated by the Medical Review Physician in a manner to ensure that a Member's legal drug use and diet are properly taken into account when evaluating the test results. For the purpose of this Policy, a positive drug test results means the presence of drugs and/or their metabolites in a Member that is equal or exceeds the levels set forth in this Policy.
- (H) Provide each Member tested with a copy of all information and reports received by Metro Government in connection with the testing and the results.
- (I) Testing Procedures

Initial Test Level (ng/ml)<sup>1</sup>

1.	Marijuana metabolites	50
2.	Cocaine metabolites	300
3.	Opiate metabolites	2000 <sup>2</sup>
4.	Phencyclidine	25
5.	Amphetamines	1,000

All specimens identified as positive on the initial test shall be confirmed using GC/MS techniques at the cutoff values listed in this paragraph for each drug. All confirmations shall be by quantitative analysis.

Concentrations that exceed the linear region of the standard curve shall be documented in the laboratory record as "greater than highest standard curve value."

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<sup>1</sup>Nanograms per milliliter

<sup>2</sup>23 ng/ml if immunoassay specific for free morphine

Confirmatory Test Level (ng/ml)

1.	Marijuana metabolites <sup>3</sup>	15
2.	Cocaine metabolites <sup>4</sup>	150
3.	Opiate metabolites	
	Morphine	2,000
	Codeine	2,000
4.	Phencyclidine	25
5.	Amphetamines	
	Amphetamine	500
	Methamphetamine	500

Prior to test results being provided to the Department or the Member, the MRO will compare said test results with the list of prescriptions and over-the-counter medications provided by the Member pursuant to these procedures.

Section 7. Drug Testing Standards (HHS Standards)  
All testing will be done pursuant to Federal Standards.

Section 8. Disciplinary Action  
A Member who tests positive for illegal drugs shall be subject to discharge.

Section 9. Employee Assistant Program  
Metro Government shall provide an Employee Assistance Program. Voluntary requests for assistance with drug problems shall be held strictly confidential by the Employee Assistance Program to the extent required by law and the terms of this Policy. EAP Administrator and EAP staff assigned to a Member's case shall be the only persons informed of any such request or any treatment that may be given and they shall hold such information strictly confidential to the extent required by law. A Member voluntarily seeking assistance shall not be disciplined under this Policy for seeking such assistance.

Section 10. Records Retention and Use  
Records of a positive drug test or refusal to submit to such test as provided in the Policy shall be maintained from the date of the incident which gave rise to the positive test or refusal until final disposition of any grievance, CSB (Civil Service Board) appeal or appeal thereof. All such records shall not be utilized for any purpose after one (1) year from the date of the incident that gave rise to the positive test or refusal, so long as there is no subsequent positive test or refusal to submit to a test.

Section 11. Changes in Testing Procedure  
The parties recognize that during the life of this Contract, there may be improvements in the technology of testing procedures that provide more accurate testing. In that event, the parties will discuss and agree to any such improvements. If the parties are unable to agree, the procedure shall remain unchanged.

Section 12. Conflict With Other Laws  
This Policy does not supersede or waive any rights that the Member may be entitled to under the federal or State constitutions or laws. Any action taken pursuant to the Policy, including any positive test results shall not be used as evidence or otherwise in any criminal proceeding against the Member.

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<sup>3</sup> Delta-9-tetrahydrocannabinol-9-carboxylic acid.

<sup>4</sup> Benzoylcegonine.

**FOP Corrections Lieutenants and Captains (U19) Salary Schedule**

**July 1, 2015 thru June 30, 2016**

Job Code	Job Title	Step 1 5 Yrs	Step 2 7 Yrs	Step 3 9 Yrs	Step 4 11 Yrs	Step 5 13 Yrs	Step 6 15 Yrs
083090	Corrections Lieutenant	25.65	25.78	26.36	26.96	28.77	29.42
083060	Corrections Captain	27.84	28.45	29.09	29.77	31.74	32.45

**July 1, 2016 thru June 30, 2017**

Job Code	Job Title	Step 1 5 Yrs	Step 2 7 Yrs	Step 3 9 Yrs	Step 4 11 Yrs	Step 5 13 Yrs	Step 6 15 Yrs	Step 7 17 Yrs	Step 8 19 Yrs
083090	Corrections Lieutenant	26.16	26.30	26.89	27.50	29.35	30.01	30.76	31.53
083060	Corrections Captain	28.40	29.02	29.67	30.37	32.37	33.10	33.93	34.78

**July 1, 2017 thru June 30, 2018**

Job Code	Job Title	Step 1 5 Yrs	Step 2 7 Yrs	Step 3 9 Yrs	Step 4 11 Yrs	Step 5 13 Yrs	Step 6 15 Yrs	Step 7 17 Yrs	Step 8 19 Yrs
083090	Corrections Lieutenant	26.68	26.83	27.43	28.05	29.94	30.61	31.38	32.16
083060	Corrections Captain	28.97	29.60	30.26	30.98	33.02	33.76	34.61	35.48

**July 1, 2018 thru June 30, 2019**

Job Code	Job Title	Step 1 5 Yrs	Step 2 7 Yrs	Step 3 9 Yrs	Step 4 11 Yrs	Step 5 13 Yrs	Step 6 15 Yrs	Step 7 17 Yrs	Step 8 19 Yrs
083090	Corrections Lieutenant	27.21	27.37	27.98	28.61	30.54	31.22	32.01	32.80
083060	Corrections Captain	29.55	30.19	30.87	31.60	33.68	34.44	35.30	36.19

**FOP Corrections Lieutenants and Captains (U19) Salary Schedule**

**July 1, 2019 thru June 30, 2020**

Job Code	Job Title	Step 1 5 Yrs	Step 2 7 Yrs	Step 3 9 Yrs	Step 4 11 Yrs	Step 5 13 Yrs	Step 6 15 Yrs	Step 7 17 Yrs	Step 8 19 Yrs
083090	Corrections Lieutenant	27.75	27.92	28.54	29.18	31.15	31.84	32.65	33.46
083060	Corrections Captain	30.14	30.79	31.49	32.23	34.35	35.13	36.01	36.91

**July 1, 2020 thru June 30, 2021**

Job Code	Job Title	Step 1 5 Yrs	Step 2 7 Yrs	Step 3 9 Yrs	Step 4 11 Yrs	Step 5 13 Yrs	Step 6 15 Yrs	Step 7 17 Yrs	Step 8 19 Yrs
083090	Corrections Lieutenant	28.31	28.48	29.11	29.76	31.77	32.48	33.30	34.13
083060	Corrections Captain	30.74	31.41	32.12	32.87	35.04	35.83	36.73	37.65

**July 1, 2021 thru June 30, 2022**

Job Code	Job Title	Step 1 5 Yrs	Step 2 7 Yrs	Step 3 9 Yrs	Step 4 11 Yrs	Step 5 13 Yrs	Step 6 15 Yrs	Step 7 17 Yrs	Step 8 19 Yrs
083090	Corrections Lieutenant	28.88	29.05	29.69	30.36	32.41	33.13	33.97	34.81
083060	Corrections Captain	31.35	32.04	32.76	33.53	35.74	36.55	37.46	38.40

**July 1, 2022 thru June 30, 2023**

Job Code	Job Title	Step 1 5 Yrs	Step 2 7 Yrs	Step 3 9 Yrs	Step 4 11 Yrs	Step 5 13 Yrs	Step 6 15 Yrs	Step 7 17 Yrs	Step 8 19 Yrs
083090	Corrections Lieutenant	29.46	29.63	30.28	30.97	33.06	33.79	34.65	35.51
083060	Corrections Captain	31.98	32.68	33.42	34.20	36.45	37.28	38.21	39.17