

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

2021 Changes to Bluegrass Fraternal Order of Police Lodge 4- Officers and Sergeants

Overview

The following memorandum addresses the revisions made to the collective bargaining agreement between the L.F.U.C.G. and the Bluegrass Fraternal Order of Police Lodge 4, representing the Officers and Sergeants. This agreement will expire in June of 2025. Through this memorandum, I will first address revisions made to the Pay Schedule article. I will then address other revisions to the agreement in the order in which they appear.

Wage Settlement

I. Article 39 – Salary Schedule

- a. Wage increases will be as follows:
 - i. July 1, 2021 – equity revisions made to the wage schedule to make the entry wage more competitive. Other adjustments made to promote retention.
 - ii. July 1, 2022 – 3.0%
 - iii. July 1, 2023 – 2.0%
 - iv. July 1, 2024 – 2.0%
- b. On or before March 1, 2022, each member, currently employed with Lexington Police Department, will receive a Five Thousand Dollar (\$5,000.00) lump sum payment.

Additional Contract Changes¹

II. Article 1- Recognition

- a. Section 3 was amended to include the word “Member” along with the definition of “Members” as seen throughout the agreement. Member(s) means a sworn employee of the Police Department holding the rank of Police Officer and Sergeant.
- b. Section 5 was amended to allow the Bureau Assistant Chief (along with the Chief of Police) to notify a probationary officer of the reason for an extension of the probationary period. Language was also added to clarify that a probationary period may be extended for the same length of time as taken for military deployment, disability leave, sick leave, or modified duty if such leave exceeds eighty (80) hours.

¹ Please note that all masculine and feminine pronouns have been replaced with gender neutral pronouns throughout the agreement. I did not mention each one separately in the interest of time.

III. Article 2- Subordination and Definitions

- a. Section 1 was amended to include language stating that if any portion of the agreement is invalidated by state and/or federal law or a decision by a court, the remainder of the agreement shall remain in full effect. If the invalidated provision significantly alters the meaning of another section of the agreement, the parties will bargain to address the issue.
- b. Section 2 was added to define the word “day” (as seen throughout the agreement) to mean a calendar day.

IV. Article 4- Non-Discrimination

- a. The term “Member” was replaced with “Employee” to distinguish between those who are and are not members of the Lodge.

V. Article 5- Strikes, Work Stoppages, Slowdowns, and Layoffs

- a. Section 10 was amended to ensure that laid off members can only receive payment for unused vacation and holiday time. Language was also removed which allowed members with accumulated compensatory time to exhaust that time off with pay before the effective date of a layoff.
- b. Section 11 was amended to clarify that in the event of a layoff, health and life insurance coverage for the member ends at the end of the month of the effective date of the layoff.

VI. Article 6- Lodge Security

- a. All fair share fee language was removed throughout the Article consistent with a recent United States Supreme Court decision.
- b. Section 1- Language was added stating that the Lodge shall represent all members without discrimination regardless of union membership pursuant to KRS 67A.6902(3).
- c. Section 2- Language was added stating the L.F.U.C.G. will not restrain or discourage union membership, nor will L.F.U.C.G. discriminate against members based on union activity.
- d. Section 3- Language was added stating that members may join or withdraw from Lodge membership via written notice served on L.F.U.C.G. and the Lodge.
- e. Section 4 was added with language stating that all members of the Lodge will pay union dues through payroll deductions, and each member must provide written authorization to L.F.U.C.G. to deduct such dues before the first deduction. The remainder of the section details the process by which dues are deducted.

- f. Section 5 was added detailing the process by which L.F.U.C.G. is to deliver union dues to the Treasurer of the Lodge.
- g. Section 6 was amended to include language detailing the process by which the Lodge must notify L.F.U.C.G. of annual union due amounts, and how the Lodge must notify L.F.U.C.G. of the need for changes in monthly union due deductions if such changes are necessary.
- h. Section 7 was added stating that employees who are not members of the Lodge may voluntarily compensate the Lodge for collective bargaining expenses. This section further details the process by which L.F.U.C.G. must deduct such contributions.

VII. Article 7 – Lodge Business

- a. Section 1 was amended to include language requiring members to properly document the time spent on union business.
- b. Section 2 was amended to include specific language as to how members are to properly document time spent on grievances.
- c. Section 3 was amended to clarify the number of members permitted to attend regular sessions of the Kentucky General Assembly without a loss in compensation and to clarify the number of hours members will be allotted to attend such sessions.
- d. Section 4- Language was added to permit the President of the Lodge to use five hundred (500) hours to attend to union business, and he/she may designate an active member of the Police Department to use his/her time. Language was also added to clarify the manner in which the use of such time is reported.
- e. Section 5 was amended to include specific reporting requirements for union time used to attend Kentucky State Lodge Board and/or National Conference meetings.
- f. Section 6- Language was added to permit elected Board Members of the Lodge to use up to six (6) hours per month to attend regular and special board membership meetings. Additional language was added to specify the manner in which such time must be documented.
- g. Section 7 was amended to require copies of electronic mail used to distribute Lodge information to be sent to the Bureau of Administration Assistant Chief.

VIII. Article 9 – Assignments

- a. All references to a member’s “platoon” were removed throughout the Article, but references to a member’s “sector” remain.
- b. Section 2- Language was added to include Neighborhood Resource Officers in the assignment procedure set forth in this section.

- i. Section 2(A)(1)- Language was added to ensure that members have met the necessary three (3) year minimum service requirement to apply for Bureau vacancies by the application deadline.
- ii. Section 2(A)(2)- The Dive Team was removed from the list of part-time specialized teams.
- iii. Section 2(A)(5)- Language was added which requires that all relevant open positions must be communicated through a department-wide email at least ten (10) days before the application deadline.
- iv. Section 2(B)(1)(b)- Language was added permitting the Bureau of Patrol to establish a separate assignment list for Neighborhood Resource Officers in each section.
- v. Section 2(B)(2)- The language requiring the Department to post vacancies under this section was removed and replaced with a requirement that such vacancies must be communicated via a department-wide email at least ten (10) days before the application deadline.
- vi. Section 2(B)(11)- Language was added to allow the Bureau Assistant Chief to remove an applicant from a vacancy list for just cause.
- vii. Section 2(B)(14) was amended to indicate that refusal of a position may be cause for removal from the list for the duration of the list.
- viii. Section 2(B)(15) was added stating that if a member is on approved leave for more than sixty (60) days, his/her position may be temporarily filled at the discretion of the Chief of Police for the duration of the leave.
- ix. Section 2(C)- Language was added to include the “Crime Stoppers Liaison” in the list of highly sensitive positions.

IX. Article 10- Promotional Vacancies

- a. Section 4 was amended to reduce the number of copies of pre-exam text books provided for promotional exams from twenty (20) to ten (10). Language was also amended stating that written examinations must be graded before the candidate leaves the testing site. Language was also added stating that the posting of exam scores must be done within three (3) business days.
- b. Section 6- language was amended to allow the top fifteen (15) candidates for an open lieutenant’s position to proceed to the next step of the process.
- c. Section 10- Language was amended stating that a suspension without pay that is a consequence of formal discipline within one (1) year of an application deadline may be cause for removal from the promotional process.

X. Article 11- Grievance Procedure

- a. Section 1- Language was added to the end of the section stating the following: (1) that all grievances must be signed by the affected member; (2) a grievance is properly presented when it is delivered in writing to the applicable designated Lodge representative; (3) submission of an incomplete, unsigned document does not constitute adequate notice that a grievance has been filed; and (4) that all grievances must be reduced to writing.
- b. Section 2- Language was added stating that L.F.U.C.G. and the Lodge can mutually agree to extend grievance deadlines, and language was added to clarify the meaning of the phrase “grieved event” to include when a member knew or should have known about circumstances giving rise to a grievance.
 - i. Section 2, Step 1- All references to a member’s “Immediate Supervisor” were removed and replaced with “Affected Member’s Lieutenant”. Language was also added stating that the member’s Lieutenant now has fourteen (14) days from service of the grievance to provide an answer in writing via email to the member and the Lodge.
 - ii. Section 2, Step 2- Language was amended to provide the affected member fourteen (14) days from the time he/she receives the Step 1 answer to present the grievance to the Assistant Chief if he/she is unsatisfied with the Step 1 answer. The Assistant Chief must then meet with the affected member within fourteen (14) days after the grievance is presented in writing. The Assistant Chief must then provide a written answer to the grievance within fourteen (14) days of the meeting. Finally, language was added requiring that all grievances affecting members of more than one Bureau must be initiated at Step 2, and all grievances affecting more than one member in the same Bureau must be initiated at Step 2.
 - iii. Section 2, Step 3- Language was added requiring that an appeal of an answer to a grievance in Step 2 must be presented by email to the Chief of Police within fourteen (14) days of service of the Step 2 answer. The Chief, or his/her designee, must meet and discuss with the affected member and Lodge representative and present an answer to the grievance, via email, within fourteen (14) days of the meeting.
 - iv. Section 2, Step 4- Language was added requiring an appeal of the grievance to the Mayor (or designee who must be the Director of Human Resources or Senior Manager of Employee relations) to be in writing within fourteen (14) days after receipt of the Step 3 answer. The Mayor, or designee, must meet with the member and Lodge representative and provide an answer within fourteen (14) days of the meeting.
 - v. Section 2, Step 5(A)- This section was amended to require an affected member to notify L.F.U.C.G., in writing, of his/her intention to seek

arbitration of a grievance within fourteen (14) days after receipt of the Step 4 answer. Language was also added which requires the panel of 7 arbitrators to be from the Kentucky region and requires the arbitrator panel to be provided within twenty-one (21) days of the notice of the member's intention to seek arbitration.

- vi. Section 2, Step 5(B)- The reference to the Kentucky Department of Labor was removed.
- vii. Section 2, Step 5(D)- Language was added stating that fees and expenses of an arbitration will be shared by each party, and the location of the arbitration will be an L.F.U.C.G. facility or other mutually agreed upon location.
- c. Section 3- Language was added to provide the Department with a seventy-two (72) hour grace period to provide an answer to a grievance if the affected member does not receive an answer within the allotted time provided in steps 1-4. If the Department still does not provide an answer, the grievance will be deemed confessed.
- d. Section 4- Language was added to clarify that the grievance procedure is the sole means of resolving grievances unless otherwise noted.

XI. Article 12- Department Orders and Standard Operating Procedures

- a. Section 2 removed language requiring L.F.U.C.G. to post changes in department policy or standard operating procedures on the patrol briefing and replaced it with language that requires any such changes to be emailed to the Lodge.
- b. Section 3 was amended to allow for electronic acknowledgement of changes to department policy and/or procedure in place of, or in addition to, verification by signature.

XII. Article 13 – Conditions of Employment

- a. Section 4 was added stating that L.F.U.C.G. may store Global Positioning System (“GPS”) or Automatic Vehicle Locator (“AVL”) data from any department vehicle or other piece of equipment used by members. The data will be gathered and stored in accordance with the Kentucky Department for Libraries and Archives retention schedule. Any data gathered which could identify a member's home address will be redacted.

XIII. Article 14- Health and Safety

- a. Section 8- Language regarding footwear and maintenance standards was removed and replaced with language regarding uniform and equipment standards. Further, the summer uniform policy was removed and replaced with language stating that members may wear short sleeve duty uniforms subject to mandates from the Chief of Police based on special circumstances.

XIV. Article 15- Disciplinary Procedures and Bill of Rights

- a. Section 2- Current contract language was removed and replaced with language requiring that members are to be disciplined only for just cause. This section further defines the meaning of the term “misconduct” to include acts or omissions in violation of criminal law and L.F.U.C.G. policy.
- b. Section 3- Complaint Procedure: The complaint procedure has been removed and replaced nearly in its entirety.
 - i. Section 3(A)(1) states that complaints alleging criminal misconduct by a member will be investigated without the need for a signed affidavit from the complainant.
 - ii. Section 3(A)(2) states that complainants alleging misconduct not rising to the level of criminal activity must provide a signed affidavit.
 - iii. Section 3(A)(3) states that if the complainant refuses to sign an affidavit related to a complaint, L.F.U.C.G. may still investigate the incident, but may only bring charges if L.F.U.C.G. can independently substantiate the allegations against the member.
 - iv. Section 3(B)- adds language clarifying that nothing in the section precludes the Department from investigating and charging members with criminal or administrative misconduct.
 - v. Section 3(C)- Add language that requires that the complaint procedure defined in KRS 15.520 and KRS 95.450 must be explained to the complainant by a supervisor or the Public Integrity Unit (“PIU”) investigator.
 - vi. Section 3(D)- Add language requiring a complainant to sign an affidavit if he/she elects to file a formal complaint. This section further states that the PIU shall investigate all allegations of misconduct contained in formal complaints.
 - vii. Section 3(E)- Add language that if the complainant elects not to file a formal complaint, then an informal complaint or an information only report may be completed, and such complaints must be resolved at the Bureau level further described in this section.
 - 1. Section 3(E)(1)- A member’s immediate supervisor must initiate contact with the complainant upon receipt of an informal complaint to conduct further inquiry and investigate as appropriate.
 - 2. Section 3(E)(2)- An investigating supervisor may take appropriate remedial measures at the Bureau level on informal complaints which

are limited to coaching and counseling and remedial training. Coaching and counseling documents do not constitute discipline.

3. Section 3(E)(3)- After the investigation, the investigating supervisor must contact the complainant and inform them of the resolution and/or remedial measures taken. If unsatisfied with the result, the complainant must be referred to PIU where they can file a formal complaint.
4. Section 3(E)(4)- If the investigating supervisor believes the incident requires a formal complaint, and the complainant declines to do so, the investigating supervisor must file a formal complaint with the PIU.
5. Section 3(E)(5)- Requires all informal complaints to be documented accurately and to be provided to the PIU for entry into the Early Indication System.

c. Section 4- Investigation Procedure

- i. Section 4(A)- Language was added to require that the member be provided with a written explanation of the reason for an investigation and whether the member is the subject of the investigation. If a member becomes the subject of an investigation, an investigator has no obligation to stop an interrogation to inform the member they are now the subject of an investigation.
- ii. Section 4(B)- Language was added stating that a member may be required to submit his/her own written report regarding an investigation.
- iii. Section 4(E) was added stating that L.F.U.C.G. shall conduct administrative investigations of non-criminal conduct within sixty (60) days of receipt of a signed affidavit from the complainant. The time limit can be extended by the Chief of Police.
- iv. Section 4(F) was added stating that if a criminal investigation occurs in concurrence with an administrative complaint, the administrative complaint can be held in abeyance until the criminal investigation is resolved.
- v. Section 4(G) was added stating that when a complaint alleges criminal misconduct, the member may also be subject to an administrative investigation, and the member will be provided with a copy of the administrative complaint within seven (7) days of the disposition of the criminal investigation. Administrative complaints not related to criminal activity will be provided to the member within twenty-one (21) days of the signing of an affidavit by the complainant.

- vi. Section 4(H) was added stating that the PIU investigator will prepare a summary report to the Chief of Police following the completion of the investigation.
 - vii. Section 4(I) was amended to include language requiring that the Lodge provide L.F.U.C.G. with any written or recorded statements related to disciplinary actions against a member prior to any hearing before the L.F.U.C.G. Urban County Council.
 - viii. Section 4(L) was added stating that it is not a condition of continued employment to be compelled to testify by any person or body of a non-governmental nature. The Disciplinary Review Board is recognized as a governmental body.
- d. Section 5- Discipline Procedures is a newly added section (Critical Force Incidents was moved to Article 41).
- i. Section 5(A)- Requires the PIU investigator to submit a written summary of an investigation to the Chief of Police within seven (7) days of completion.
 - ii. Section 5(B)- Requires the Chief of Police to determine whether the investigation revealed one of the following:
 - 1. Proper Conduct- Member's actions did not constitute misconduct.
 - 2. Improper Conduct- Member's actions did constitute misconduct.
 - 3. Insufficient Evidence- Not enough evidence to prove or disprove the allegations.
 - 4. Unfounded Complaint- The allegations were false or no evidence to support them.
 - 5. Policy Failure- Member's actions fell within the relevant policy, but the policy may need to be reviewed and/or changed.
 - iii. Section 5(C)- Requires the Chief of Police to communicate to the member his/her intentions to conclude the disciplinary process if there is no misconduct.
 - iv. Section 5(D)- If there is misconduct, the Chief may recommend discipline, and may meet with the member to present recommended discipline and/or sanctions (the meeting will not be subject to section 7). The member may accept or reject such recommendations. The Chief may also choose not to recommend discipline (or if the member rejects the recommendation), and if so, the Chief must direct the PIU to prepare a report for the Disciplinary Review Board ("DRB").

- v. Section 5(E)- If the member accepts the Chief's disciplinary recommendation, the PIU will prepare an Agreement of Conformity, and after signed by the member, the agreement will be sent to the L.F.U.C.G. Council Clerk to be put on the agenda.
- vi. Section 5(F)- If the disciplinary action is referred to the Disciplinary Review Board, the member must appear before the board and respond to questions. Failure to appear or respond to questions subjects the member to further discipline, including termination. Prior to the appearance before the Board, the member may obtain the investigative file upon written request. All records in the file are confidential and the member's copy must be destroyed at the conclusion of the disciplinary proceedings.
- vii. Section 5(G)- The PIU investigator and the member will have an opportunity to present all relevant information to the Disciplinary Review Board, and the DRB may direct questions to the investigator and the member.
- viii. Section 5(H)- The DRB shall deliberate at the conclusion of the presentation without the member or Lodge representative present. The DRB shall determine by majority vote whether the member's actions constitute misconduct, and the member shall be informed of the DRB's decision and recommendation.
- ix. Section 5(I)- All DRB recommendations shall be reduced to writing and sent to the member and Chief of Police.
- x. Section 5(J)- The Chief may accept, reject, or alter the DRB's recommendations and may meet with the member again before making his/her recommendation (again this meeting is not subject to discipline under Article 7). The member may then reject or accept the Chief's recommendation.
- xi. Section 5(K)- If the member rejects the Chief's recommendation, the Chief must forward the recommendation to the L.F.U.C.G. department of law, who will then prepare charges to be filed with the L.F.U.C.G. Council Clerk. The Clerk will then comply with all necessary provisions of the collective bargaining agreement and KRS 15.520 and KRS 95.450.
- xii. Section 5(L)- Any time limits imposed by statute regarding the notice of disciplinary charges and recommended sanctions are considered issued upon service to a member.
- xiii. Section 5(M) was amended to require L.F.U.C.G. and the Department to make available any L.F.U.C.G. employees who have information related to potential misconduct as witnesses at any hearing conducted by the L.F.U.C.G. Urban Council.

- xiv. Section 5(N) was amended to require the L.F.U.C.G. Council Clerk to issue subpoenas to witnesses for L.F.U.C.G. Urban County Council hearings.
 - xv. Section 5(O)- If Improper Conduct is determined through the investigation process, the Chief of Police, or designee, shall notify the complainant in writing about the final disposition.
- e. Section 6- Disciplinary Review Board (“DRB”)
- i. Section 6(A)- Requires the DRB to consider founded complaints made against members when the Chief of Police declines to recommend discipline, or when the member rejects the Chief’s recommendation.
 - ii. Section 6(C)- Describes the requirements of the make up of the DRB: 9 members, 5 of whom are either Assistant Chiefs or Commanders. 2 members of the DRB must be supervisors appointed by the Lodge, and 2 members will be Fayette County residents who are 21 years or older, who have no felonies, and who have not been convicted of a misdemeanor within the last 5 years.
 - iii. Section 6(D)- Requires the chairperson of the DRB to be appointed by the Chief, and a member of L.F.U.C.G.’s law department will serve as a liaison to the DRB. The person who filed the complaint cannot be a member of the DRB.
 - iv. Section 6(E)- The members of the DRB shall adhere to all confidentiality requirements set forth in federal and state law.
- f. Section 7- Lodge Representation
- i. Section 7(A)- States that a member has the right to Lodge representation if the member is questioned by a supervisor regarding an incident or complaint, the member believes the incident may result in discipline, and the member requests representation.
 - ii. Section 7(B)- The right to Lodge representation must include a supervisor’s request for a written statement from the member regarding the incident.
 - iii. Section 7(C)- The Lodge agrees to have a representative available at all times to provide representation without unreasonable delay. The Lodge must provide the Chief with a list of Lodge representatives at specific times.
 - iv. Section 7(D)- L.F.U.C.G. is not required to delay an interview or written statement of a member to wait for a member’s preferred representative. So long as there is a qualified representative present, there is no cause for delay.
 - v. Section 7(E) was amended to define a “Lodge Representative” as a designated member of the Lodge or an FOP attorney.

XV. Article 16 – Personnel Files

- a. Section 1 was amended to include language indicating that personnel files are the property of L.F.U.C.G. and that this section is subject to all state and federal law.
- b. Section 6 was amended now stating that a “Supervisor’s file” of members must only contain records reasonably necessary to reference a member’s prior work performance when preparing evaluations, and to recommend additional training.
- c. Section 7 was amended to indicate that if no formal complaints are filed, only an informal complaint or information complaint may be completed. Such complaints are to be investigated and resolved at the Bureau level, and any action taken must be forwarded to the Public Integrity Unit for storage in the IA/Pro system. Coaching and counseling documents are to be kept in the member’s electronic personnel file for a maximum of one year from the date of incident.

XVI. Article 21 – Overtime

- a. Section 1- Language was added to include third party reimbursed events, billed by the Department, and paid for by entities outside of L.F.U.C.G. as events which shall be paid at the overtime rate of one and one half times the regular rate of pay.
- b. Section 2- Most of the original Section 2 has been moved to Article 40 (as noted below). Current Section 2 is the former Section 4. Language was added to reflect that an evaluation of a probationary officer is now five weeks as opposed to four.
- c. Section 3- Most of the original section 3 has been moved to Article 40 (as noted below).

XVII. Article 23 – Paid and Unpaid Leaves

- a. Section 1(ii)- Juneteenth was added to the list of recognized holidays under this Article.

XVIII. Article 24- Sick Leave

- a. Section 1- Language was added which requires sick leave to be taken in at least 30 minute increments.

XIX. Article 27-Modified Duty

- a. Section 3²- Language was removed stating that in the event a member was unable to perform their duties due to a work-related injury, the member must complete a disability form within ten (10) working days of the incident. The ten (10) day requirement was replaced with language stating that member must complete the

² Former Section 2. Current Section 2 is the second paragraph of former Section 1. There have been no substantive changes to current Sections 1 or 2.

form as soon as practical after a determination that the member is unable to perform their duties by a competent medical provider.

- b. Section 4- Replaced the “Division of Risk Management” with the “Worker’s Compensation Administrator or carrier” as the entity responsible for investigation and authentication of work-place injuries/illnesses. Language was also added stating that the length of time one can claim disability leave status is for one (1) year or the equivalent of 2080 work hours.
- c. Section 6 was added stating that a member can remain on modified duty for the equivalent of 2080 work hours, and the member must submit a written statement from a competent medical authority regarding the Member’s status.
- d. Section 7 was amended to reflect that any time a member spends on disability leave status over one hundred eighty (180) days will not count toward the member’s vacation accrual rate, nor will they accumulate sick or vacation time.
- e. Section 10 was amended to allow the Chief of Police the discretion to approve or not approve modified duty for the injured member. The Chief’s decision must be based on the written statement from the member’s competent medical authority. Language was also added stating that a member cannot be on modified duty for longer than the equivalent of 2080 work hours.
- f. Section 11- Language was added to clarify that the Chief has the authority to grant extensions of the modified or disability leave for up to an additional one (1) year or equivalent of 2080 work hours.

XX. Article 28- Death in the Line of Duty

- a. Language was added to reflect a payment of \$250,000 to a member’s beneficiary and/or estate if the member dies in the line of duty.

XXI. Article 35- Vehicles

- a. Section 3- Language was added stating that members residing within 45 miles of the county line may take fleet vehicles home.

XXII. Article 36- Shift Start Times and Shift Differential

- a. Section 1 was added to include specific start and end times for each of the three separate shifts (i.e. first shift, second shift, third shift).

XXIII. Article 38-Special Duty Pay

- a. Section 3- Language was added stating that members of specialty units are entitled to an additional \$0.90 per hour of compensation. Language was also added to include the following into the list of qualifying specialty units: Crisis Negotiation, Entertainment District Unit, POST Honor Guard, FTO Coordinators, Mentor

Program Coordinator, DRE Certified Officers, Crime Stoppers, and Public Information Officer.

XXIV. Article 40- Member Schedule

- a. This is a new article comprised of new language and some language taken from Article 21 (Overtime).
- b. Section 1- States that members assigned to the Bureau of Patrol, Traffic, or other units designated by the Bureau/Assistant Chief will remain on a 4/10 plan for their scheduled work week.
- c. Section 2- Taken from former Article 21, Section 2- It states that L.F.U.C.G. and the Lodge will meet to discuss any proposed changes to the 4/10 plan.

XXV. Article 41- Critical Incidents

- a. This is a new article comprised of language taken from former Article 15 (Disciplinary Procedures and Bill of Rights), Section 5, and new substantive changes.
- b. Section A- Requires L.F.U.C.G. to notify the Lodge President, or designee, when a member is involved in a “critical incident.” This section defines “critical incident” as an incident resulting in death or serious physical injury to another.
- c. Section B- A member does not have the right to refuse or fail to cooperate in providing scene information regarding a critical incident.
- d. Section C- Requires all applicable post-critical incident investigation protocols of the investigating agency to be followed.
- e. Section D- A member involved in a critical incident may be subject to a drug test, which will be given in accordance with all constitutional protections upon request.
- f. Section E- Requires that a member be informed of his/her right to counsel if being interviewed by an investigating agency as a result of their involvement in a critical incident. The member must be given sufficient time to have counsel present and be informed when counsel is present.
- g. Section F- Members are not required to give a statement on a critical incident during a criminal investigation with a Public Integrity Unit representative present.