

**COMMONWEALTH OF KENTUCKY  
FAYETTE CIRCUIT COURT  
DIVISION \_\_\_\_\_  
CIVIL ACTION NO. 21-CI-\_\_\_\_\_**

**FRATERNAL ORDER OF POLICE,  
BLUEGRASS LODGE #4**

**PLAINTIFF**

**v.**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

**DEFENDANTS**

Serve: Linda Gorton, Mayor  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507

**LINDA GORTON**

Serve: Linda Gorton, Mayor  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507

**STEVE KAY**

Serve: Steve Kay, Vice Mayor  
Lexington-Fayette Urban County Council  
200 East Main Street  
Lexington, Kentucky 40507

**CHUCK ELLINGER II**

Serve: Chuck Ellinger II, Councilmember  
Lexington-Fayette Urban County Council  
200 East Main Street  
Lexington, Kentucky 40507

**RICHARD MOLONEY**

Serve: Richard Moloney, Councilmember  
Lexington-Fayette Urban County Council  
200 East Main Street  
Lexington, Kentucky 40507

**JAMES BROWN**

Serve: James Brown, Councilmember  
Lexington-Fayette Urban County Council, District 1  
200 East Main Street  
Lexington, Kentucky 40507

**JOSH MCCURN**

Serve: Josh McCurn, Councilmember  
Lexington-Fayette Urban County Council, District 2  
200 East Main Street  
Lexington, Kentucky 40507

**HANNAH LEGRIS**

Serve: Hannah LeGris, Councilmember  
Lexington-Fayette Urban County Council, District 3  
200 East Main Street  
Lexington, Kentucky 40507

**SUSAN LAMB**

Serve: Susan Lamb, Councilmember  
Lexington-Fayette Urban County Council, District 4  
200 East Main Street  
Lexington, Kentucky 40507

**LIZ SHEEHAN**

Serve: Liz Sheehan, Councilmember  
Lexington-Fayette Urban County Council, District 5  
200 East Main Street  
Lexington, Kentucky 40507

**DAVID KLOIBER**

Serve: David Kloiber, Councilmember  
Lexington-Fayette Urban County Council, District 6  
200 East Main Street  
Lexington, Kentucky 40507

**PRESTON WORLEY**

Serve: Preston Worley, Councilmember  
Lexington-Fayette Urban County Council, District 7  
200 East Main Street  
Lexington, Kentucky 40507

**FRED BROWN**

Serve: Fred Brown, Councilmember  
Lexington-Fayette Urban County Council, District 8  
200 East Main Street  
Lexington, Kentucky 40507

**WHITNEY BAXTER**

Serve: Whitney Baxter, Councilmember  
Lexington-Fayette Urban County Council, District 9  
200 East Main Street  
Lexington, Kentucky 40507

**AMANDA MAYS BLEDSOE**

Serve: Amanda Mays Bledsoe, Councilmember  
Lexington-Fayette Urban County Council, District 10  
200 East Main Street  
Lexington, Kentucky 40507

**JENNIFER REYNOLDS**

Serve: Jennifer Reynolds, Councilmember  
Lexington-Fayette Urban County Council, District 11  
200 East Main Street  
Lexington, Kentucky 40507

**KATHY PLOMIN**

Serve: Kathy Plomin, Councilmember  
Lexington-Fayette Urban County Council, District 12  
200 East Main Street  
Lexington, Kentucky 40507

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**VERIFIED PETITION FOR DECLARATORY JUDGMENT  
AND INJUNCTIVE RELIEF**

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Comes Plaintiff, the Fraternal Order of Police, Bluegrass Lodge #4, through undersigned counsel, and for its Verified Petition for Declaratory Judgment and Injunctive Relief against Defendants, Lexington-Fayette Urban County Government, Linda Gorton, Steve Kay, Chuck Ellinger II, Richard Moloney, James Brown, Josh McCurn, Hannah LeGris, Susan Lamb, Liz Sheehan, David Kloiber, Preston Worley, Fred Brown, Whitney Baxter, Amanda Mays Bledsoe, Jennifer Reynolds, and Kathy Plomin, states as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. Lexington-Fayette Urban County Government (hereinafter, "LFUCG") is a political subdivision of the Commonwealth of Kentucky situated at 200 East Main Street, Lexington, Kentucky 40507.
2. LFUCG operates the Lexington Police Department (hereinafter, "LPD").

3. Linda Gorton (hereinafter, “Mayor Gorton”) is the mayor of Lexington-Fayette County, Kentucky, and the principal executive officer of LFUCG.

4. Steve Kay, Chuck Ellinger II, Richard Moloney, James Brown, Josh McCurn, Hannah LeGris, Susan Lamb, Liz Sheehan, David Kloiber, Preston Worley, Fred Brown, Whitney Baxter, Amanda Mays Bledsoe, Jennifer Reynolds, and Kathy Plomin comprise the Lexington-Fayette Urban County Council (hereinafter, the “Council”), the legislative branch of LFUCG.

5. The term “LFUCG” in this Verified Petition for Declaratory Judgment and Injunctive Relief (hereinafter, this “Petition”) shall include Mayor Gorton and the Council.

6. The officers, sergeants, lieutenants, and captains employed by LPD (collectively, “LPD Officers”) are “police officer[s].” *See* KRS 67A.6901(9) (“‘Police officer’ means an employee, sworn or certified, of an urban-county government who participates in the Law Enforcement Foundation Program Fund provided in KRS 15.410 to 15.510.”).

7. LPD Officers “have, and shall be protected in the exercise of, the right of self-organization, to form, join, or assist any labor organization, to bargain collectively through representatives of their own choosing on questions of wages, hours, and other conditions of employment free from interference, restraint, or coercion.” KRS 67A.6902(1).

8. The Fraternal Order of Police, Bluegrass Lodge #4 (hereinafter, “Lodge #4”) is a nonprofit labor organization, duly incorporated in the Commonwealth of Kentucky. *See* KRS 67A.6901(7) (“‘Labor organization’ means any chartered labor organization of any kind in which police officers... participate and which exists for the primary purpose of dealing with urban-county governments concerning grievances, labor disputes, wages, rate[s] of pay, hours of employment, or conditions of employment.”).



9. Lodge #4 is the exclusive representative of LPD Officers. *See* KRS 67A.6901(4) (“‘Exclusive representative’ means the labor organization which has been designated by the cabinet as the representative of the majority of police officers... in appropriate units or has been so recognized by the urban-county government.”).

10. LFUCG and Lodge #4 (collectively, the “Parties”) must “bargain collectively... on questions of wages, hours, and other conditions of employment.” KRS 67A.6902(1); *see also* KRS 67A.6903 (“The urban-county government and the labor organization that has been designated as the exclusive representative of police officers... in an appropriate unit, through appropriate officials or their representatives, shall have the authority and the duty to bargain collectively.”).

11. On July 5, 2016, LFUCG and Lodge #83 executed a collective bargaining agreement for the officers and sergeants employed by LPD (hereinafter, the “Officer/Sergeant CBA”). *See* KRS 67A.6908(2) (“An agreement between the urban-county government and a labor organization shall be valid and enforced under its terms when entered into in accordance with the provisions of this section and signed by the mayor of the urban-county government or his or her representative.”).

12. On November 29, 2016, LFUCG and Lodge #4 executed a collective bargaining agreement for the captains and lieutenants employed by LPD (hereinafter, the “Captain/Lieutenant CBA”).

13. The Court may exercise personal jurisdiction over LFUCG, Mayor Gorton, and the Council because they reside or operate in Lexington-Fayette County, Kentucky.

14. The Court holds subject matter jurisdiction based upon KRS 23A.010, KRS 418.040, and CR 65.01.

15. The Court is the proper venue based upon KRS 452.405 and KRS 452.480.

## GENERAL AVERMENTS

16. On May 4, 2021, Councilmember James Brown introduced a proposed ordinance “enacting Section 23-51 of the Code of Ordinances of [LFUCG]” and “banning the use of no-knock warrants by [LPD Officers]” (hereinafter, the “No-Knock Ordinance”).<sup>1</sup>

17. The No-Knock Ordinance declares, “No police officer of the [LFUCG] Division of Police shall seek or execute [a] no-knock warrant at any location within Lexington-Fayette County.”

18. The No-Knock Ordinance creates a mandatory, three-step “knock and announce” policy for warrants executed in Lexington-Fayette County, Kentucky. When a law enforcement officer executes “a warrant upon any premises,” he must (i) “physically knock on an entry door to the premises...,” (ii) “clearly and verbally announce... as law enforcement having a warrant,” and (iii) “wait a reasonable amount of time after knocking and announcing before entering the premises.”

19. On May 4, 2021, the Planning and Public Safety Committee (hereinafter, the “Committee”), a subdivision of the Council, discussed the No-Knock Ordinance.

20. Chief Lawrence Weathers (hereinafter, “Chief Weathers”) testified before the Committee and opposed an absolute ban on no-knock warrants.

21. Chief Weathers explained that no-knock warrants remain an essential officer safety tool for LPD Officers.

22. Chief Weathers supported no-knock warrants when strictly used for the safety and protection of human life.

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<sup>1</sup> **Exhibit 1:** Ordinance No. 056-2021.

23. On May 4, 2021, the Committee unanimously amended section (c)(3) of the No-Knock Ordinance.

24. The Committee removed certain language from section (c)(3), which established a mandatory fifteen second waiting period before LPD Officers could execute an arrest or search warrant. The Post-Committee Draft read, “Any [LPD Officer] charged with the execution of a warrant upon any premises in order to gain entry shall... wait a reasonable amount of time after knocking and announcing before entering the premises.”

25. This amendment did not impact the absolute ban on no-knock warrants or otherwise mitigate the “knock and announce” policy.

26. On May 4, 2021, the Committee moved the No-Knock Ordinance in front of the Council.

27. The Committee did not negotiate with Lodge #4.

28. On May 13, 2021, Jeremy Russell (hereinafter, “President Russell”), president of Lodge #4, sent Mayor Gorton and the Council an email, wherein he demanded collective bargaining over the No-Knock Ordinance.

29. Lodge #4 did not receive an answer from LFUCG.

30. On June 8, 2021, the Committee approved the Committee Summary from May 4, 2021, and presented the No-Knock Ordinance before the Council, labeled Item No. 0572 on the Work Session Docket.

31. On June 8, 2021, the Council placed the No-Knock Ordinance on the Council Docket for a first reading at the Council Meeting dated June 10, 2021.

32. On June 10, 2021, the Council held a first reading of the No-Knock Ordinance.

33. The Council did not negotiate with Lodge #4.

34. On June 14, 2021, President Russell sent Mayor Gorton and the Council a second email, wherein he again demanded collective bargaining over the No-Knock Ordinance.

35. On June 15, 2021, President Russell received correspondence from LFUCG entitled “No Knock Warrants and Response to Demand to Bargain” (hereinafter, the “Response”).

36. The Response claimed, “LFUCG is not required to bargain the ordinance banning no knock warrants....”

37. On June 24, 2021, the Council held a second reading of the No-Knock Ordinance and conducted an official vote.

38. On June 25, 2021, Mayor Gorton signed the No-Knock Ordinance.

39. LFUCG did not bargain any aspect of the No-Knock Ordinance.

40. LFUCG and Lodge #4 must collectively bargain the “conditions of employment” for LPD Officers. KRS 67A.6902(1); see also KRS 67A.6903 (“The urban-county government and the labor organization... designated as the exclusive representative of police officers... shall have the authority and the duty to bargain collectively.”).

41. The phrase “conditions of employment” encompasses certain mandatory subjects of collective bargaining.

42. LFUCG cannot unilaterally implement or change mandatory subjects of collective bargaining; it must notify Lodge #4 of any proposed action and bargain all aspects of the particular rule, policy, or directive.

43. LFUCG cannot usurp mandatory subjects of collective bargaining, and circumvent its bargaining obligation, by local ordinance.

44. If a proposed ordinance implicates or affects mandatory subjects of collective bargaining, then LFUCG must bargain all aspects of the proposed ordinance.



45. The No-Knock Ordinance implicates and affects conditions of employment and mandatory subjects of collective bargaining.

46. The No-Knock Ordinance implicates and affects the health and safety of LPD Officers.

47. Workforce health and safety are conditions of employment and mandatory subjects of collective bargaining.

48. LFUCG must collectively bargain any rule, policy, or directive adversely affecting the health and safety of LPD Officers.

49. LFUCG and Lodge #4 incorporated a specific “health and safety” article into the Officer/Sergeant CBA.<sup>2</sup>

50. Article 14, Section 1 of the Officer/Sergeant CBA stipulates, “The Department will take precautions to safeguard the health and safety of Members during their hours of work and maintain standards of safety and sanitation.”

51. Article 14, Section 1 of the Captain/Lieutenant CBA contains the exact same language.<sup>3</sup>

52. LFUCG must engage in collective bargaining when a proposed rule, policy, or directive lacks adequate “precautions to safeguard the health and safety of [LPD Officers].”

53. The No-Knock Ordinance seriously endangers the health and safety of LPD Officers.

54. The No-Knock Ordinance prohibits LPD Officers from seeking a lawful no-knock warrant, even when they objectively establish probable cause that requiring law enforcement to

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<sup>2</sup> **Exhibit 2:** Officer/Sergeant CBA, Article 14.

<sup>3</sup> **Exhibit 3:** Captain/Lieutenant CBA, Article 14.

knock and announce their presence would increase the danger to the officers involved in executing the warrant.

55. The No-Knock Ordinance creates an extrajudicial “knock and announce” policy for all arrest and search warrants, devoid of any “precautions to safeguard the health and safety of [LPD Officers].”

56. The “knock and announce” policy requires LPD Officers “wait a reasonable amount of time after knocking and announcing before entering the premises,” regardless of known dangers jeopardizing the lives of the officers involved in executing the warrant.

57. The No-Knock Ordinance implicates and affects the discipline system enforced against LPD Officers.

58. The discipline system imposed by management is a condition of employment and mandatory subject of collective bargaining.

59. LFUCG must collectively bargain any rule, policy, or directive affecting the discipline system enforced against LPD Officers.

60. LFUCG and Lodge #4 codified a discipline system in Article 15 of the Officer/Sergeant CBA.

61. Article 15 of the Captain/Lieutenant CBA contains the exact same language.

62. The No-Knock Ordinance exposes LPD Officers to possible discipline for misconduct if they “seek... [a] no-knock warrant” or violate the “knock and announce” policy.

63. The No-Knock Ordinance exposes LPD Officers to possible discipline for insubordination if they disregard a lawful warrant because of the “knock and announce” policy.

**DECLARATION OF RIGHTS**  
**KRS 67A.6901 ET SEQ.**

64. Lodge #4 restates and reiterates each of the foregoing averments.

65. This Petition involves certain rights and duties affected by the No-Knock Ordinance and KRS 67A.6901 *et seq.*

66. LPD Officers have a statutory right “to bargain collectively through representatives of their own choosing on questions of wages, hours, and other conditions of employment free from interference, restraint, or coercion.” KRS 67A.6902(1).

67. LFUCG has a statutory “duty to bargain collectively.” KRS 67A.6903.

68. This Petition presents an actual and judicable controversy.

69. The Parties dispute whether the No-Knock Ordinance implicates and affects conditions of employment and mandatory subjects of collective bargaining.

70. The Parties dispute whether they must engage in collective bargaining over the No-Knock Ordinance.

71. The Court should declare that workforce health and safety are conditions of employment and mandatory subjects of collective bargaining.

72. The Court should declare that the No-Knock Ordinance implicates and affects the health and safety of LPD Officers.

73. The Court should declare that the discipline system imposed by management forms a condition of employment and mandatory subject of collective bargaining.

74. The Court should declare that the No-Knock Ordinance implicates and affects the discipline system enforced against LPD Officers.

75. The Court should declare that the Parties must bargain over the No-Knock Ordinance.

76. The Court should order and compel collective bargaining based upon KRS 418.055.

77. The Court should award Lodge #4 all court costs based upon KRS 418.070.

**DECLARATION OF RIGHTS**  
**KY CONST. § 156B, KRS 82.082,**  
**AND KRS 67A.070**

78. Lodge #4 restates and reiterates each of the foregoing averments.
79. This Petition involves certain rights and duties affected by the No-Knock Ordinance, Section 156b of the Kentucky Constitution, KRS 82.082, and KRS 67A.070.
80. LFUCG “may exercise any power and perform any function within [its] boundaries that is in furtherance of a public purpose of a city and not in conflict with a constitutional provision or statute.” Ky. Const. § 156b; *see also* KRS 82.082(1).
81. LFUCG “may enact and enforce within [its] territorial limits such tax, licensing, police, sanitary and other ordinances not in conflict with the Constitution and general statutes of this state now or hereafter enacted....” KRS 67A.070(1).
82. On April 9, 2021, Governor Andy Beshear signed Senate Bill 4.
83. Senate Bill 4 permits arrest and search warrants “authorizing entry without notice.”
84. The No-Knock Ordinance stands in direct conflict with Senate Bill 4.
85. Senate Bill 4 establishes a comprehensive scheme of legislation on the subject of no-knock warrants.
86. This Petition presents an actual and judicable controversy.
87. The Parties dispute whether the No-Knock Ordinance violates Section 156b of the Kentucky Constitution, KRS 82.082, and KRS 67A.070.
88. The Parties dispute whether the No-Knock Ordinance constitutes a permissible exercise of legislative power.
89. The Court should declare the No-Knock Ordinance void because it stands in direct conflict with Senate Bill 4.



90. The Court should declare the No-Knock Ordinance void because it disturbs a comprehensive scheme of legislation on the subject of no-knock warrants.

91. The Court should invalidate the No-Knock Ordinance because it affronts Section 156b of the Kentucky Constitution, KRS 82.082, and KRS 67A.070.

92. The Court should award Lodge #4 all court costs based upon KRS 418.070.

### **INJUNCTIVE RELIEF**

93. Lodge #4 restates and reiterates each of the foregoing averments.

94. LPD Officers have a statutory right “to bargain collectively through representatives of their own choosing on questions of wages, hours, and other conditions of employment free from interference, restraint, or coercion.” KRS 67A.6902(1).

95. LFUCG violated this statutory right when it enacted the No-Knock Ordinance without collective bargaining.

96. LFUCG has a statutory “duty to bargain collectively.” KRS 67A.6903.

97. LFUCG violated this statutory duty when it enacted the No-Knock Ordinance without collective bargaining.

98. LPD Officers now suffer an immediate and irreparable loss of bargaining control over their health and safety.

99. LPD Officers now suffer an immediate and irreparable loss of bargaining control over their discipline system.

100. LPD Officers now face an enhanced risk of serious physical injury and death caused by the No-Knock Ordinance.

101. If LFUCG implements and enforces the No-Knock Ordinance pending a final judgment in this action, then it will render such final judgment ineffectual.

102. The Court should enter a restraining order and/or temporary injunction against LFUCG prohibiting implementation and enforcement of the No-Knock Ordinance until it enters a final judgment in this action.

**WHEREFORE**, Lodge #4 humbly demands the relief set forth below:

1. The Court enter a declaratory judgment against LFUCG finding (i) that workforce health and safety are conditions of employment and mandatory subjects of collective bargaining, and (ii) that the No-Knock Ordinance implicates and affects the health and safety of LPD Officers;
2. The Court enter a declaratory judgment against LFUCG finding (i) that the discipline system imposed by management forms a condition of employment and mandatory subject of collective bargaining, and (ii) that the No-Knock Ordinance implicates and affects the discipline system enforced against LPD Officers;
3. The Court enter a declaratory judgment against LFUCG finding (i) that the No-Knock Ordinance stands in direct conflict with Senate Bill 4, and (ii) that the No-Knock Ordinance disturbs a comprehensive scheme of legislation on the subject of no-knock warrants;
4. The Court grant Lodge #4 certain relief based upon the declaratory judgment by ordering and compelling that the Parties engage in collective bargaining over the No-Knock Ordinance;
5. The Court grant Lodge #4 certain relief based upon the declaratory judgment by invalidating and rescinding the No-Knock Ordinance;
6. The Court enter a restraining order and/or temporary injunction against LFUCG prohibiting implementation and enforcement of the No-Knock Ordinance until it enters a final judgment in this action;
7. The Court award Lodge #4 all actual, incidental, and consequential damages;

8. The Court award Lodge #4 all court costs and reasonable attorney's fees; and
9. The Court grant Lodge #4 all further relief provided by KRS 418.055 and CR 65.

Respectfully Submitted,

**MATTMILLER CROSBIE, PLLC**

/s/ Scott A. Crosbie

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COUNSEL FOR PLAINTIFF  
FRATERNAL ORDER OF POLICE,  
BLUEGRASS LODGE #4

**VERIFICATION**

I, JEREMY RUSSELL, have reviewed this Verified Petition for Declaratory Judgment and Injunctive Relief and state the averments herein are true and correct to the best of my knowledge and belief.



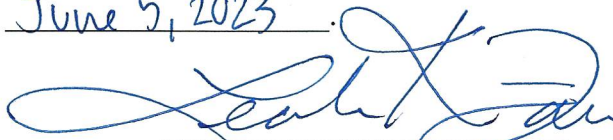
Jeremy Russell, President  
Fraternal Order of Police,  
Bluegrass Lodge #4

COMMONWEALTH OF KENTUCKY     )

COUNTY OF FAYETTE             )

This Verified Petition for Declaratory Judgment and Injunctive Relief was subscribed, sworn to, and acknowledged before me by JEREMY RUSSELL on the 30<sup>th</sup> day of June 2021.

My commission expires: June 5, 2023



Notary Public, State at Large

Notary ID: 624569





AN ORDINANCE ENACTING SECTION 23-51 OF THE CODE OF ORDINANCES OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, BANNING THE USE OF NO-KNOCK WARRANTS BY THE DIVISION OF POLICE; REQUIRING LEXINGTON POLICE OFFICERS TO KNOCK AND ANNOUNCE THEMSELVES BEFORE ENTERING A PREMISES TO EXECUTE A WARRANT; AND REQUIRING ANY LEXINGTON POLICE OFFICER PRESENT IN THE INITIAL ENTRY AND SECURING OF THE SCENE OF A WARRANT TO BE EQUIPPED WITH AND ACTIVATE A BODY WORN CAMERA.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That Section 23-51 of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is created to read as follows:

**Sec. 23-51. No-Knock Warrants.**

(a) For purposes of this section, “no-knock warrant” means any arrest or search warrant issued by a judge and executed upon a premises that does not require those executing the warrant to knock and announce themselves and their purpose prior to executing the warrant.

(b) No police officer of the Lexington-Fayette Urban County Government Division of Police shall seek or execute no-knock warrant at any location within Lexington-Fayette County.

(c) Any Lexington police officer charged with execution of a warrant upon any premises in order to gain entry shall:

(1) physically knock on an entry door to the premises in a manner and duration reasonably expected to be heard by the occupants;

(2) clearly and verbally announce, in a manner reasonably expected to be heard by the occupants, as law enforcement having a warrant; and

(3) absent exigent circumstances, wait a reasonable amount of time after knocking and announcing before entering the premises.


(d) All Lexington Police Officers present in the initial entry and securing of the scene of a warrant shall be equipped with and activate a body worn camera.

Section 2 – That this Ordinance shall become effective on July 1, 2021.

PASSED URBAN COUNTY COUNCIL: June 24, 2021

  
MAYOR

ATTEST:

  
CLERK OF THE URBAN COUNTY COUNCIL  
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Published: July 1, 2021-1t



thereof; receipt shall be verified by signature which the Member shall be required to give upon receiving the change.

Section 4. Bureau and Unit Standard Operating Procedures shall not conflict with General Orders of the Department.

## **ARTICLE 13**

### **CONDITIONS OF EMPLOYMENT**

Section 1. Polygraph examinations of Members will not be done as a routine procedure.

Section 2. No Member shall be required as a condition of continued employment to carry any firefighting equipment or apparatus while on duty except for fire extinguishers or technological replacements thereof, assigned to patrol vehicles. This Section shall not be construed to prohibit a Member from performing or assisting in the performance of customary and ordinary firefighting duties and responsibilities in emergency situations.

Section 3. L.F.U.C.G. agrees not to use covert electronic surveillance equipment in the investigation of any Member, with the exception of a formal administrative complaint or a criminal investigation.

Section 4. A Member shall be required to submit to a blood test or urinalysis under the conditions set forth in Appendix I regarding screening for drugs.

## **ARTICLE 14**

### **HEALTH AND SAFETY**

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



Section 2. When a Member is scheduled for a detail or a pre-planned event outside his or her regularly scheduled tour of duty, L.F.U.C.G. shall provide seven (7) calendar days prior notice, unless the Chief determines that such notice would not be in the interest of public safety.

Section 3. No Member shall be scheduled for pre-planned event details or otherwise without a minimum of eight (8) hours between details unless voluntarily waived by the Member; required to complete a late call; or the Chief deems an emergency exists. This Section shall not apply to the Traffic Section, court appearances and scheduled training.

Section 4. No Member shall be required to work in excess of fifteen (15) hours consecutively, provided however; a Member may voluntarily waive this section. This section shall not apply for Roots and Heritage Festival, New Year's Eve events, Fourth of July, and in exigent circumstances or other similar events as designated by the Chief.

Section 5. The Department will make available on a twenty-four (24) hour basis the following equipment: Personal Protection Equipment (PPE) kit items; OC canisters; taser cartridges; taser batteries; and all necessary equipment and supplies for sanitizing Department equipment. A Member shall be permitted to obtain said equipment with the permission of the Member's commanding officer. All listed equipment shall be available to Members at Headquarters, 24 hours a day, and at the Technical Services Unit during regular business hours. Members who need to replenish the above listed equipment should do so at Technical Services during normal business hours and utilize the Reports Desk as a resupply point only when Technical Services is not open.

Section 6. The Department shall inspect and replace, if necessary, gas masks and filters on a periodic basis.



Section 7. L.F.U.C.G. shall issue all Members a Kevlar riot helmet with an affixed face shield.

Section 8. Members may wear approved and properly maintained tactical boots with a duty uniform. All footwear and maintenance standards will be prescribed by General Order. Seasonal uniform rotations will occur semiannually in conjunction with the daylight savings time changes regulated by the U.S. Code.

A. The department will change to summer uniforms annually on the Monday following the second Sunday in March, and will change to winter uniforms on the Monday following the first Sunday in November. Members will have the option to transition to, stay in, or alternate between winter and summer uniforms during the subsequent six week transition period based on weather conditions. The Bureau Assistant Chiefs will have the option to designate a single uniform for special events.

Section 9. A Member, at his or her option, may carry an approved multipurpose tool in an approved duty belt carrier while on-duty, at the Member's cost.

Section 10. L.F.U.C.G. shall provide a Member with replacement body armor (protective vests) within five (5) years of manufacture issue date or where unserviceable due to circumstances beyond the control of the Member at no cost.

Section 11. Tasers will be issued to Members assigned to a uniformed position whose primary job description is in an enforcement capacity.

Section 12. Members will be required to submit to a physical examination once every two (2) years consisting of job related tests/examinations or as necessary to determine physical and/or psychological fitness for duty. A Member may elect to have the required biennial



physical examination performed by his primary care physician. L.F.U.C.G. shall reimburse a Member, for the cost of the physical examination by his primary care physician, up to a maximum of one hundred dollars (\$100.00). A Member who elects to have his biennial physical examination conducted by his personal physician shall also be required to undergo any physical examination or test necessary to comply with state or federal law. Such examination or test will be performed by a physician selected and paid for by L.F.U.C.G.

Section 13. Any Member involved in a critical incident that requires the Department to take the Member's service weapon shall have that weapon replaced with an equivalent weapon prior to the end of the shift for said Member, absent exigent circumstances.

Section 14. In the event that a Member's body camera video footage will be released outside the L.F.U.C.G. and other law enforcement entities, the Member will be notified via email and the unedited video footage will be made available to the Member. This section shall not supersede L.F.U.C.G.'s compliance with and obligations under the Open Records Act or other applicable law.

## **ARTICLE 15**

### **DISCIPLINARY PROCEDURES AND BILL OF RIGHTS**

Section 1. L.F.U.C.G. shall comply with all provisions of KRS 15.520 and KRS 95.450. The provisions of this Article are supplementary to the statutory provisions of KRS 15.520 and KRS 95.450. Neither party to this Agreement waives its rights under those statutes.

Section 2. No discipline or complaints against a Member may be used by L.F.U.C.G., or the Chief as the basis for any subsequent discipline except those occurring within five (5) years of the date of the imposition of discipline. All letters of counseling shall be removed from a Member's personnel file after 12 months from the date of issuance.

**Section 3.** No member shall be required as a condition of continued employment to carry any firefighting equipment or apparatus while on duty except for fire extinguishers or technological replacements thereof, assigned to patrol vehicles. This Section shall not be construed to prohibit a member from performing or assisting in the performance of customary and ordinary firefighting duties and responsibilities in emergency situations.

**Section 4.** LFUCG agrees not to use covert electronic surveillance equipment in the investigation of any Member, with the exception of a formal administrative complaint or a criminal investigation.

#### **ARTICLE 14**

#### **HEALTH AND SAFETY**

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

**Section 2.** When a member is scheduled for a detail or a pre-planned event outside his or her regularly scheduled tour of duty, LFUCG shall provide seven (7) calendar days prior notice, unless the Chief determines that such notice would not be in the interest of public safety.

**Section 3.** No member shall be scheduled for pre-planned event details or otherwise without a minimum of eight (8) hours between details unless voluntarily waived by the member; required to complete a late call; or the Chief deems an emergency exists. This Section shall not apply to the Traffic Section, court appearances and scheduled training.

**Section 4.** No member shall be required to work in excess of fifteen (15) hours consecutively, provided however; a member may waive this section. This section shall not apply



for Roots and Heritage Festival, New Year's Eve events, Fourth of July, and in exigent circumstances or other similar events as designated by the Chief.

**Section 5.** The Department will make available on a twenty-four (24) hour basis the following equipment: Personal Protection Equipment (PPE) kit items; OC canisters; taser cartridges; taser batteries, and all necessary equipment and supplies for sanitizing Departmental equipment. A Member shall be permitted to obtain said equipment with the permission of the Member's commanding officer. All listed equipment shall be available to Members at Headquarters, twenty-four (24) hours a day, and at the Technical Services Unit during regular business hours. Members who need to replenish the above listed equipment should do so at Technical Services during normal business hours and utilize the Reports Desk as a resupply point only when Technical Services is not open.

**Section 6.** The Department shall inspect and replace, if necessary, gas masks and filters on a periodic basis.

**Section 7.** LFUCG shall issue all members a Kevlar riot helmet with an affixed face shield.

**Section 8.** Members may wear approved and properly maintained tactical boots with a duty uniform. All footwear and maintenance standards will be prescribed by General Order.

- A. Seasonal uniform rotations will occur semiannually in conjunction with the daylight savings time changes regulated by the U.S. Code. The Department will change to summer uniforms on the Monday following the second Sunday in March, and will change to winter uniforms on the Monday following the first Sunday in November. Member will have the option to transition to, stay in, or alternate between winter and summer uniforms during the subsequent six week transition period based on weather



conditions. The Bureau Assistant Chiefs will have the option to designate a single uniform for special events.

**Section 9.** A member, at his or her option, may carry an approved multi-purpose tool in an approved duty belt carrier while on-duty, at the member's cost.

**Section 10.** LFUCG shall provide a member with replacement body armour (protective vests) within five (5) years of manufacture issue date or where unserviceable due to circumstances beyond the control of the member at no cost.

**Section 11.** Tasers will be issued to Members assigned to a uniform position whose primary job is in an enforcement capacity.

**Section 12.** Members will be required to submit to a physical examination once every two (2) years consisting of job related tests/examinations or as necessary to determine physical and/or psychological fitness for duty. Results concerning any fitness for duty issues will be submitted and disclosed pursuant to Article 16 of this Agreement. A member may elect to have the biennial physical examination performed by his/her primary care physician, with a maximum reimbursement to the member of one hundred dollars (\$100.00). A member who elects to have his/her biennial physical examination conducted by a personal physician shall also be required to undergo any physical examination or test necessary to comply with state or federal law. Such examination or test will be performed by a physician selected and paid for by LFUCG.

**Section 13.** Any Member involved in a critical incident that requires the Department to take the Member's service weapon shall have that weapon replaced with an equivalent weapon prior to the end of the shift for *said* Member, absent exigent circumstances.

**Section 14.** In the event that a Member's body camera will be released outside of LFUCG and other law enforcement entities, the Member will be notified via Email and the unedited video



footage will be made available to the Member. This section shall not supersede LFUCG's compliance with and obligations under the Open Records Act or other applicable law.

## **ARTICLE 15**

### **DISCIPLINARY PROCEDURES AND BILL OF RIGHTS**

**Section 1.** LFUCG shall comply with all provisions of KRS 15.520 and KRS 95.450. The provisions of this Article are supplementary to the statutory provisions of KRS 15.520 and KRS 95.450. Neither party to this Agreement waives its rights under those statutes.

**Section 2.** No discipline or complaints against a Member may be used by LFUCG or the Chief as the basis for any subsequent discipline except those occurring within five (5) years of the date of the imposition of discipline. All Letters of Counseling shall be removed from a Member's personnel file after 12 months from the date of issuance.

**Section 3.** Complaint Procedure:

A. If a formal complaint, whether internal or external, is filed, the Public Integrity Unit shall investigate the allegations of misconduct or rule violations. Public Integrity Unit investigations shall be completed in sixty (60) days. The sixty (60) day time shall begin with the date that the formal complaint is made and end on the date the investigation is submitted for review to the Chief. The Public Integrity Unit may request in writing an extension from the Chief of Police when extenuating circumstances requires the investigation to exceed the sixty (60) day limit. When a formal complaint is filed, the Member shall be provided a copy of the complaint in writing within twenty-one (21) calendar days or within seven (7) days of the disposition of a collateral criminal investigation, if any.

B. If a formal complaint is not filed, then an informal complaint or an information only report may be completed. Documented informal complaints received by the Department