

AGREEMENT

between

THE CITY OF ROCHESTER

and

ROCHESTER POLICE LOCUST CLUB, INC.

JULY 1, 2019

TO

JUNE 30, 2024

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**ARTICLE 1
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide orderly collective bargaining relations between the City of Rochester and the Rochester Police Locust Club, Inc., to secure prompt and equitable disposition of grievances, and to establish fair wages, hours and working conditions for the employees covered by this Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE 2
RECOGNITION AND DUES CHECKOFF**

Section 1: Bargaining Agent

The City recognizes the Locust Club as the sole and exclusive bargaining agent for the purpose of establishing salary, hours and other conditions of employment for all members of the unit established as follows: all Police Officers; all Investigators; all Sergeants; all Lieutenants; and all Captains except: a maximum of five sworn employees assigned to and working in the office of the Chief of Police, the Chief's Aide, the commanding officer of the Professional Standards Section and the commanding officer of the Research and Evaluation Section.

Section 2: Non-Interference

The City will not interfere with, restrain, or coerce employees because of membership in or lawful activity on behalf of the Club and will not attempt to dominate or interfere with the Club, nor will the City discriminate in regard to hiring or promotion or tenure of employment or encourage or discourage membership in the Club. It is understood that membership in or lawful activity on behalf of the Club shall not interfere with the employee's duties nor with the carrying out of the responsibilities of the Rochester Police Department.

Section 3: Voluntary Agency Shop

Employees may waive their First Amendment right to not have to pay an agency shop fee and may voluntarily agree to pay an agency shop fee to the Rochester Police Locust Club which is the recognized bargaining unit, as described in Section 1 of this Article. The Rochester Police Locust Club will provide the City with a signed authorization card from the employee that is affirmatively and clearly requesting agency fee deductions and acknowledging the following: (1) that it is a waiver of a First Amendment right; (2) that the member is not a member of the Rochester Police Locust Club, Inc.; (3) that the member shall be liable to contribute to said Club the amount equal to the amount that is equivalent to Club dues that are authorized to be collected from the general membership of the Rochester Police Locust Club, Inc.

1 **Section 4: Dues Checkoff**

2 The City recognizes the obligation of those employees who are or may
3 become members of the Club to pay their Club dues and, upon written authorization
4 on the part of such employees, the City agrees to deduct Club dues from the wages of
5 all Club members who appear on the City payroll, pursuant to 93-b of the General
6 Municipal Law of the State of New York, and forward such dues, together with a list
7 of employees for whom dues deductions are made, to the Club. Dues deductions are
8 to be made bi-weekly.

9
10 **Section 5: Police Benevolent Dues**

11 The City also recognizes the obligation of those employees who are or may
12 become members of the Rochester Police Benevolent Association to pay their
13 Benevolent Association dues and, upon written authorization on the part of such
14 employees, the City agrees to deduct from the wages of all Benevolent Association
15 members who appear on the City payroll, pursuant to 93-b of the General Municipal
16 Law of the State of New York, and to forward such dues, together with a list of
17 employees for whom dues deductions are to be made, to the Benevolent Association.
18 Dues deductions are to be made monthly.

19
20 **Section 6: Rehired Members**

21 In the case of employees rehired, or returning to work after a leave of
22 absence, or being transferred back into the bargaining unit, who have previously
23 executed authorization, and re-executed that authorization, the City agrees to
24 resume deductions.

25
26 **Section 7: Remittance of Deductions**

27 Deductions will be remitted to the Club's designated Treasurer as soon as
28 possible, or before the next regular payroll, together with a list of those for
29 whom deductions have been made and the amounts of such deductions.

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule

A. Effective as of **JULY 1, 2019**

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
90 Police Officer					
annual:	\$47,479	\$58,576	\$68,904	\$79,000	\$82,910
biweekly:	\$1,826.12	\$2,252.92	\$2,650.15	\$3,038.46	\$3,188.85
191 Investigator					
annual			\$89,035	\$94,433	
biweekly:			\$3,424.42	\$3,632.04	
92 Sergeant					
annual:			\$89,535	\$94,933	
biweekly:			\$3,443.65	\$3,651.27	
94 Lieutenant					
annual:			\$101,246	\$107,352	
biweekly:			\$3,894.08	\$4,128.92	
95 Captain					
annual:			\$114,243	\$121,134	
biweekly:			\$4,393.96	\$4,659.00	

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule

B. Effective as of **JULY 1, 2020**

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
90 Police Officer					
annual:	\$49,141	\$60,626	\$71,316	\$81,765	\$85,812
biweekly:	\$1,890.04	\$2,331.77	\$2,742.92	\$3,144.81	\$3,300.46
191 Investigator					
annual:			\$92,169	\$97,756	
biweekly:			\$3,544.94	\$3,759.83	
92 Sergeant					
annual:			\$92,669	\$98,256	
biweekly:			\$3,564.17	\$3,779.07	
94 Lieutenant					
annual:			\$104,790	\$111,109	
biweekly:			\$4,030.37	\$4,273.43	
95 Captain					
annual:			\$118,242	\$125,374	
biweekly:			\$4,547.77	\$4,822.07	

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule

C. Effective as of **JULY 1, 2021**

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
90 Police Officer					
annual:	\$50,861	\$62,748	\$73,812	\$84,627	\$88,815
biweekly	\$1,956.19	\$2,413.38	\$2,838.92	\$3,254.88	\$3,415.96
191 Investigator					
annual:			\$95,412	\$101,195	
biweekly:			\$3,669.69	\$3,892.12	
92 Sergeant					
annual:			\$95,912	\$101,695	
biweekly:			\$3,688.92	\$3,911.35	
94 Lieutenant					
annual:			\$108,457	\$114,998	
biweekly:			\$4,171.42	\$4,423.00	
95 Captain					
annual:			\$122,380	\$129,762	
biweekly:			\$4,706.92	\$4,990.85	

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule

D. Effective as of **JULY 1, 2022**

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
90 Police Officer					
annual:	\$52,895	\$65,258	\$76,764	\$88,012	\$92,368
biweekly:	\$2,034.42	\$2,509.92	\$2,952.46	\$3,385.08	\$3,552.62
191 Investigator					
annual:			\$99,248	\$105,262	
biweekly:			\$3,817.23	\$4,048.54	
92 Sergeant					
annual:			\$99,748	\$105,762	
biweekly:			\$3,836.46	\$4,067.77	
94 Lieutenant					
annual:			\$112,795	\$119,598	
biweekly:			\$4,338.27	\$4,599.92	
95 Captain					
annual:			\$127,276	\$134,952	
biweekly:			\$4,895.23	\$5,190.46	

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule

E. Effective as of **JULY 1, 2023**

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
90 Police Officer					
annual:	\$55,275	\$68,195	\$80,218	\$91,972	\$96,524
biweekly:	\$2,125.96	\$2,622.88	\$3,085.31	\$3,537.38	\$3,712.46
191 Investigator					
annual:			\$103,737	\$110,022	
biweekly:			\$3,989.88	\$4,231.62	
92 Sergeant					
annual:			\$104,237	\$110,522	
biweekly:			\$4,009.12	\$4,250.85	
94 Lieutenant					
annual:			\$117,871	\$124,980	
biweekly:			\$4,533.50	\$4,806.92	
95 Captain					
annual:			\$133,003	\$141,025	
biweekly:			\$5,115.50	\$5,424.04	

Section 2: Differential

The differentials between ranks shall be:

- Between Police Officer (Bracket 90, Step 5)
and Sergeant --- 14.5%
- Between Sergeant and Lieutenant --- 13.08%
- Between Lieutenant and Captain --- 12.84%

The differential between Investigator, Bracket 191, Step 3 and 4 shall be maintained at \$500 less than Police Sergeant, Bracket 92, Step 3 and 4, respectively.

Section 3: Salary Steps

A. i. Police Officer --Bracket 90

HIRED BEFORE JULY 1, 1997

The steps shown below shall be reached at the following intervals:

Step 1: Start

Step 2: At the beginning of the first full pay period following successful completion of the formal recruit training and field officer training program, or at the beginning of the first full pay period after completing 8 months of service, whichever comes first.

Step 3: At the beginning of the first full pay period after reaching the first anniversary after completing the formal recruit training and field officer training program, or at the beginning of the first full pay period after completing 20 months of service, whichever comes first.

Step 4: At the beginning of the first full pay period after reaching the second anniversary after completing the formal recruit training and field officer training program, or at the beginning of the first full pay period after completing 32 months of service, whichever comes first.

A. ii. Police Officer --Bracket 90

HIRED ON OR AFTER JULY 1, 1997

The steps shown below shall be reached at the following intervals:

Step 1: Start

Step 2: At the beginning of the first full pay period after successful completion of the formal recruit training and field officer training program, or at the beginning of the first full pay period after completing 8 months of service, whichever comes first.

Steps 3, 4, 5: At the beginning of the first full pay period commencing one year after reaching the prior step.

1 B. Notwithstanding subdivision A above, police officers who transfer to the
 2 Rochester Police Department from other jurisdictions or deputy sheriffs
 3 hired shall receive a starting salary at Step 2, at a minimum. Starting
 4 salaries for such personnel may exceed Step 2, under mitigating
 5 circumstances, after consultation with the Union.
 6

7 C. Pay Steps - Officer Ranks
 8

<u>Rank</u>	<u>Bracket</u>	<u>Step 3</u>
Investigator	191	Upon Civil Service Appointment
Sergeant	92	Upon Civil Service Appointment
Lieutenant	94	Upon Civil Service Appointment
Captain	95	Upon Civil Service Appointment

<u>Rank</u>	<u>Bracket</u>	<u>Step 4</u>
Investigator	191	At the beginning of the first full pay period after completion of 1 year of service at Step 3
Sergeant	92	At the beginning of the first full pay period after completion of 1 year of service at Step 3
Lieutenant	94	At the beginning of the first full pay period after completion of 1 year of service at Step 3
Captain	95	At the beginning of the first full pay period after completion of 1 year of service at Step 3

24 **Section 4: Longevity**

25 Effective 7/1/2022, and retroactive to that date, in addition to the salaries
 26 provided in Section 1 of this Article, each member of the Unit shall receive a
 27 longevity benefit as follows:

28 1. Longevity payments will be made at a rate of \$100 for each year of
 29 service beginning on the employee's third (3rd) anniversary and shall
 30 continue at that rate until the employee's sixteenth (16th) anniversary, at
 31 which time the longevity payment will increase by \$200 for each year of
 32 service and shall continue at that rate until the employee's twenty-sixth
 33 (26th) anniversary, at which time the longevity payment will be increased
 34 by \$100 for each year of service.
 35

36 The following chart is definitive of applicable longevity payments:
 37

<u>Year</u>	<u>Longevity Amount</u>	<u>Year</u>	<u>Longevity Amount</u>
3	\$500	17	\$3400
4	\$600	18	\$3800
5	\$700	19	\$4200
6	\$800	20	\$4600
7	\$1000	21	\$5000
8	\$1200	22	\$5400
9	\$1400	23	\$5800
10	\$1600	24	\$6200
11	\$1800	25	\$6600
12	\$2000	26	\$6800
13	\$2200	27	\$7000
14	\$2400	28	\$7200
15	\$2600	29	\$7400
16	\$3000	30 or more	\$7600

53

- 1 2. Payments are to be made by adding the longevity payment to the twenty-
2 six (26) bi-weekly paychecks in the following manner: When the
3 anniversary falls during a month, the payment shall begin in the first full
4 pay period of the following month.

5
6 **Section 5: Pensions**

7 The City will provide coverage in the New York State Policemen's and
8 Firemen's Pension System for the officers of the unit in the following pension
9 sections:

- | | |
|--------------------------------------|---|
| 10 (a) Section 375-C | Non-contributory Plan |
| 11 (b) Section 384 | 25-Year Plan |
| 12 (c) Section 384-F, G, H | 25-Year Plan |
| 13 (d) Section 384-D | 20-Year Plan |
| 14 (e) Section 302-D | One-year final average pay base
15 for pension for Tier 1 members |
| 16 (f) Section 360-B | Guaranteed \$20,000 Ordinary Death
17 Benefit (police officers with ninety
18 (90) or more days of service) |
| 19 (g) Section 375-I | |
| 20 (h) Section 384 (e) | |

21
22 **Section 6: Shift Adjustment**

23 Effective 7/1/18 and retroactive to that date, members assigned to patrol
24 platoons 1, 3, or 4, or their equivalent, shall receive a \$1.10 per hour adjustment for
25 each scheduled hour during such shift for which the employee is paid, except that an
26 employee on sick or injury leave for five (5) or more days shall not receive a shift
27 adjustment for the period of sick or injury leave. This adjustment shall not be part
28 of a member's base salary.

29
30 **Section 7: Field Training Officers, Coordinators, Investigators, Sergeants
31 and Lieutenants**

- 32 A. Those assigned as Field Training Officers shall be paid an additional per
33 diem amount equal to seven and one-half percent (7 1/2%) of their base
34 salary (as set forth in Section 1) for each day in which they perform the
35 duties of a Field Training Officer including training periods and the
36 periods during which a Field Training Officer is assigned a probationary
37 officer. Payment shall be made on a bi-weekly basis.
- 38
39 B. Those assigned by the Police Chief or his authorized representative as
40 Field Training Coordinators shall be paid an additional per diem amount
41 equal to seven and one-half percent (7 1/2%) of their base salary (as set
42 forth in Section 1) for each day in which they perform the duties of a
43 Field Training Coordinator. When the section has three or more recruits
44 assigned, a Field Training Coordinator shall be assigned to that section.
- 45
46 C. Effective September 10, 2018, those assigned as Field Training
47 Investigators shall be paid an additional per diem amount equal to seven
48 and one-half percent (7.5%) of their base salary (as set forth in Section
49 1) for each day in which they perform the duties of a Field Training
50 Investigator including training periods and the periods during which a
51 Field Training Investigator is assigned a probationary Investigator or a
52 Police Officer on a certified Civil Service list for promotion to
53 Investigator. There shall be a minimum of five (5) working days of field
54 training upon assignment to the promoted position. Payment shall be
55 made on a bi-weekly basis.

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- D. Effective September 10, 2018, those assigned as Field Training Sergeants shall be paid an additional per diem amount equal to seven and one-half percent (7.5%) of their base salary (as set forth in Section 1) for each day in which they perform the duties of a Field Training Sergeant including training periods and the periods during which a Field Training Sergeant is assigned a probationary Sergeant or a Police Officer on a certified Civil Service list for promotion to Sergeant. There shall be a minimum of five (5) working days of field training upon assignment to the promoted position. Payment shall be made on a bi-weekly basis.

- E. Effective September 10, 2018, those assigned as Field Training Lieutenants shall be paid an additional per diem amount equal to seven and one-half percent (7.5%) of their base salary (as set forth in Section 1) for each day in which they perform the duties of a Field Training Lieutenant including training periods and the periods during which a Field Training Lieutenant is assigned a probationary Lieutenant or a Sergeant on a certified Civil Service list for promotion to Lieutenant. There shall be a minimum of five (5) working days of field training upon assignment to the promoted position. Payment shall be made on a bi-weekly basis.

Section 8: Flexible Benefit Program

The City shall make available the Flexible Benefit Program currently available to other employees, while such program is permissible under Internal Revenue Codes. Design, administration and choice of administrator shall be at the City's discretion.

Section 9: Deferred Compensation Plan

The City shall make available to all members of the bargaining unit a Deferred Compensation Plan pursuant to Section 457 of the United States Internal Revenue Code. The design and administration of such plan shall be at the discretion of the City.

Section 10: K-9

All unit members assigned to a K-9 dog shall receive additional compensation of twenty (20) minutes per day, at the overtime rate, for every day the unit member is responsible for the K-9 dog.

**ARTICLE 4
PROFESSIONAL STANDARDS**

The Union recognizes the necessity of continuous improvement in efficiency and effectiveness throughout the employer's operations covered by this collective bargaining agreement and in this connection, it will urge its representatives and members to cooperate jointly with the employer in accomplishing this result.

**ARTICLE 5
ADMINISTRATIVE LEAVE**

After a serious incident, the Chief of Police, or the Chief’s designee, shall have the sole discretion to grant/place a member on paid Administrative Leave for a period of up to two work wheels.

**ARTICLE 6
PAID HOLIDAYS**

Section 1: Recognized Holidays

- A. The following fourteen (14) days during each year of this agreement will be recognized as paid holidays:
 1. Independence Day
 2. Labor Day
 3. Columbus Day
 4. Veterans Day
 5. Thanksgiving Day
 6. Christmas Day
 7. New Year's Day
 8. Lincoln's Birthday
 9. Washington's Birthday
 10. Good Friday
 11. Easter Sunday
 12. Juneteenth
 13. Memorial Day
 14. Martin Luther King Jr. Day
- B. If a holiday falls on a workday and the officer is granted the day off, the officer must use a vacation day, personal leave day or compensatory day on the holiday.
- C. Holiday pay shall be based upon the step and bracket of the employee at the time of each holiday, not upon the step and bracket at the time of payment.

Section 2: Payment for Holidays

Members shall be paid by the first Friday in December for all holidays enumerated in Section 1 of this Article. Payment shall be based on a holiday year from Christmas of the preceding calendar year through Thanksgiving of the current calendar year, except that if a member is employed for less than the full holiday year from Christmas to Thanksgiving, he shall be paid only for those holidays observed during his period of employment.

**ARTICLE 7
BENEFITS FOR ON-DUTY INJURY**

Section 1: Benefits

The City will provide the following benefits for any member who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties (as set forth in City Charter Section 8A-6), until his disability arising therefrom has ceased: base salary (Article 3, Section 1), longevity payments (Article

City of Rochester and the Rochester Police Locust Club, Inc.

1 3, Section 4), pension benefits (Article 3, Section 5), paid holidays (Article 6, Section
2 1 and 2), health insurance (Article 11, Section 1-6), dental insurance (Article 11,
3 Section 8), and educational incentives (Article 14, Section 2).

4
5 **Section 2: Other Provisions**

- 6 A. Clothing Allowance shall be provided during the first 12 months of Section
7 8A-6 status. Said allowance may be continued at the discretion of the Chief
8 of Police.
9
10 B. Payment of shift adjustment, if any, will be made pursuant to Article 3,
11 Section 6.
12
13 C. Vacations will be covered by the appropriate General Order (currently
14 General Order 230), except that if the officer is off duty on Section 8A-6
15 status for more than 90 calendar days, he may have future vacation accruals
16 reduced in proportion to non-working time at the sole discretion of the Chief
17 of Police. Said decision of the Chief of Police shall not be reviewable or
18 grievable.
19
20 D. There shall be no accrual of personal leave while an officer is on Section 8A-
21 6 status.
22
23 E. The practice of providing compensatory days because the officer worked
24 one work wheel rather than another shall cease for officers on Section 8A-6
25 status.
26

27
28 **ARTICLE 8**
29 **SICK LEAVE**

30
31 **Section 1: Statement of Purpose**

32 This Article establishes sick leave benefits for the members of the bargaining
33 unit. Procedures implementing these benefits will be covered by the Sick Leave
34 General Order (currently numbered 210).
35

36 **Section 2: Eligibility**

37 A member of the Department will be eligible for sick leave only when
38 suffering from an illness or injury that would prevent the performance of duty. He
39 will not feign sickness or injury; nor will he deceive or attempt to deceive any
40 physician, surgeon, commanding officer or other competent authority concerning his
41 mental or physical condition.
42

43 **Section 3: Bills for Service**

44 Bills for professional service by private medical or surgical specialists
45 rendered to members injured on duty or while on Police Department premises will be
46 paid from City funds in the event that the Police Surgeon is unable to personally
47 provide the service, provided that the private medical or surgical specialist has been
48 approved for that purpose by the Police Chief. This provision will not apply to
49 necessary first aid or emergency services rendered in cases of injury in line of duty.
50 Eligibility for the benefits described above shall initially be determined solely by the
51 Chief of Police. The decisions of the Chief of Police shall be subject to the provisions
52 of Article 27.
53
54

1 **Section 4: Discontinued Tours**

2 When a member discontinues his tour of duty due to injury or illness, he will
3 be on sick leave and will be subject to all the regulations of this Sick Leave Article
4 and applicable General Orders. The member must report sick, as required, if he
5 wishes to use sick leave on working days subsequent to this discontinued day.
6 However, discontinued days will not be counted as absence from duty in determining
7 loss of personal leave day or furlough due to absences as a result of injury or illness.

8
9 **Section 5: Sick Leave Allowance**

10 A member of the Department may be permitted up to six calendar months of
11 continual sick leave for any illness or injury not sustained in the line of duty. If unable
12 to return to duty after this period, his case will be reviewed by the Chief and one of
13 the following determinations will be made:

- 14 1. Temporary termination from the payroll with reinstatement
15 rights at any time within one year.
- 16 2. Retirement from active service if so entitled.
- 17 3. Dismissal from the Department.
- 18 4. An extension of sick leave.

19 Prior to making his determination, the Chief will obtain a written report from
20 the Police Physician which shall include the report, if any, of the member's personal
21 physician.

22
23 **Section 6: Obligation of Officer on Sick Leave to**
24 **Remain at Home or in Place of Confinement**

- 25 A. Unless authorized by his immediate commanding officer, or his
26 designated representative, a member of the Department on sick leave
27 will not leave his residence or place of confinement during his
28 regularly scheduled hours of work except for:
- 29 1. obtaining professional medical treatment;
 - 30 2. performing exercise prescribed in writing by his physician
31 which is part of his recovery treatment, a copy of which must be
32 submitted to his Commanding Officer prior to commencing
33 such exercise.

34 The Commanding Officer's decision may be appealed to high command or
35 ultimately to the Chief of Police in consultation with the member's physician.

- 36
37 B. The requirements of this Section shall not apply to members disabled
38 due to a service connected injury, as determined by the Chief of Police.

39
40
41 **ARTICLE 9**
42 **PERSONAL LEAVE FOR PERFECT ATTENDANCE**

43
44 A. Employees covered by this Agreement will earn one day of personal leave
45 for each calendar quarter of perfect attendance. Any personal leave earned according
46 to this Article shall be credited within the next pay period after it was earned. The
47 employee may use such leave for any purpose subject to advance approval of his
48 absence. The employee may accumulate up to four days of personal leave for this
49 purpose, which may be carried across contract or fiscal years, provided that the four-
50 day maximum is not exceeded. For the purpose of calculating personal leave earnings
51 by calendar quarter, the starting date shall be January 1, 1989. On January 1, 1989,
52 members shall be credited with personal leave proportional to the period of perfect
53 attendance for the 90 days prior to January 1, or for the period from January 1, 1989
54 back to the last date on which personal leave was computed, calculated to the nearest
55 whole hour.

1
2 B. This Article does not apply to employees hired after July 1, 1984.
3

4 **ARTICLE 10**
5 **VACATIONS**
6

7 **Section 1: Statement of Purpose**

8 This Article establishes vacation benefits for the members of the bargaining
9 unit. Procedures implementing these benefits will be covered by the furlough General
10 Order (currently numbered 230).
11

12 **Section 2: Emergency Situations**

13 In the event the Chief determines that a serious emergency exists, he may
14 cancel or terminate furloughs, provided, however, that he first exhausts all additional
15 manpower available through call-in procedures. In the event of a declared emergency,
16 the Chief may terminate or cancel furloughs immediately. Furloughs canceled or
17 terminated will be rescheduled by the Chief of Police at a later date.
18

19 **Section 3: Choice and Retention of Furlough**

20 Choice of furlough dates will be based on seniority as defined in Article
21 22. A member who has chosen his furlough will not lose his choice by reason of
22 transfer unless the transfer was requested by the member, in which case the Chief
23 of Police may, in the case of furlough conflict, reschedule the member's furlough
24 within the same period (prime or non-prime). If the furlough is not rescheduled
25 within the same period, then the member will be allowed to carry over those
26 furlough days into the next calendar year.
27

28 **Section 4: Vacation Allowance**

- 29 A. Vacation accruals commence after one calendar month of full-time
30 employment and monthly thereafter all members shall accrue vacation
31 on the following basis unless otherwise provided:
- 32 1. less than one year of service through 3 complete years;
33 12 days (1 day per month)
 - 34 2. 4 years through 8 complete years; 16 days (16/12 or 1.34
35 days per month)
 - 36 3. 9 years through 14 complete years; 18 days (18/12 or 1.5
37 days per month)
 - 38 4. 15 years through 19 complete years; 20 days (20/12 or
39 1.67 days per month)
 - 40 5. 20 and more complete years; 25 days (25/12 or 2.08 days
41 per month)
42

43 Newly hired members will accrue vacation allowance according to the
44 schedule above; they will not be allowed to use vacation allowance during their
45 periods of academy training or field training.
46

47 All vacation days are working days and do not include R days.
48

49 Members can accrue vacation time up to a maximum equivalent of two
50 years of accruals. The maximum accrual allowed is fifty (50) days. Furlough days
51 cancelled by the Chief pursuant to Section 2 of this Article will not be subject to the
52 accrual limits in this provision.
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B. To transition to the vacation accruals delineated in Section 4A of this Article, effective November 1, 2014, unit members whose vacation time banks exceed fifty (50) days (412.5 hours) will have their vacation time banks reset to fifty (50) days (412.5 hours). However, on a one-time basis, the vacation time accrued, prior to November 1, 2014, that exceeds the above referenced maximum will be converted to compensatory time and placed in the unit member’s compensatory time bank. All vacation time converted to compensatory time will be governed by the provisions of Article 15, Sections 5 and 8 of the collective bargaining agreement.

ARTICLE 11

HOSPITAL & SURGICAL INSURANCE, DENTAL & DEATH BENEFITS

**See Appendix 2 (Memorandum of Agreement 1-1-19 to 12-31-2021) AND
See Appendix 3 (Memorandum of Agreement Dental 12/15/16 to 12-31-2019)**

ARTICLE 12

CLOTHING AND MILEAGE ALLOWANCE

Section 1: Clothing Allowance & Payments

- A. Effective September 10, 2018, all Investigators, Patrol Sections, Special Investigation Section, and Central Investigations Section coordinator assignments; one (1) member assigned to Special Operations Section (SOS) given administrative duties at the sole discretion of the Chief; and members assigned to the Criminal Investigations Section (CIS), except for Police Officers assigned to the Technicians Unit and License Investigation Unit, shall be paid an annual \$750 clothing allowance. All other members directed to work in plainclothes shall be paid on a per diem basis. Payment shall be made in the last payroll period of June and December of each year to all members who were directed, in writing, to work in civilian clothing during any part of the preceding six (6) months.
- B. All members on the payroll on December 1 of each year shall receive an annual uniform accessory allowance of \$750 through the current vendor voucher system to be paid in the first payroll period of December of each year.
- C. All members on Long Term Disability, except for those injured in the line of duty, shall not receive the uniform accessory allowance under Article 12, Section 1(b) until they return to duty status, at which time that year’s allowance shall be fully restored and must be used by November 30 of that year.

In no event will allowance be paid at separation from service or carried over to the following year pursuant to this section.

1 **Section 2: Payment for Terminated or Retired Members**

2 Members who are terminated or who retire before one of the semi-annual
3 payments outlined above will receive the clothing allowance which they are due in
4 their final paycheck.

5
6 **Section 3: Safety Prescription Glasses**

7 A. The City will provide and replace as needed safety prescription eyewear
8 when the member presents a prescription for eyewear. All safety
9 prescription eyewear shall conform to ANS Z87.1 and O. S. H. A.
10 Standards.

11
12 B. Members of the unit will be permitted to purchase safety glasses in frames
13 other than the standard frame, provided, however the member shall pay the
14 difference between the cost of the standard frame and the approved frame
15 he chooses.

16
17 C. The Chief will designate at least six (6) frame styles which are consistent
18 with the image of the Rochester Police Department.

19
20 **Section 4: Mileage Allowance**

21 A. The City shall pay mileage reimbursement for the use of a member's
22 privately-owned vehicle for the conduct of the City's business where such
23 use has been permitted by the Chief or his designee. The reimbursement
24 shall be the operative Federal (IRS) rate per mile. Record-keeping
25 requirements may be established by the City.

26
27 B. For the working days during which a privately-owned vehicle is used on
28 City business pursuant to subsection (A), the City shall provide a parking
29 space or shall reimburse the member for parking expenses, at the City's
30 option.

31
32 C. Use of a privately-owned vehicle may be made a condition of assignment.
33 However, this requirement shall not apply to assignments in which the
34 member is normally required to make arrests or perform patrol functions.

35
36 D. Notwithstanding (A), (B), and (C) above, the provisions of Special Order
37 No. S-82-74 shall remain in effect.

38
39 E. Members assigned to the SIS and, effective September 10, 2018, members
40 assigned to the CIS will be provided the use of an Employer-owned vehicle
41 at no cost to the member when there are vehicles available for use that are
42 otherwise used for their assignments.

43
44 **Section 5: Uniforms**

45 The City will continue to provide such items of uniforms and personal
46 equipment, or their equivalent, as are currently provided, and as may be
47 authorized by the Chief of Police. No member will be required to pay for any
48 newly authorized personal equipment and/or uniforms issued.

49
50 **Section 6: Weapons and Equipment**

51 A. Effective September 10, 2018, the City will provide each member with an
52 authorized on-duty weapon. Weapons so purchased by the City shall remain
53 the property of the City.

- 1 B. Effective September 10, 2018, the City shall provide ammunition, two spare
2 magazines, leather goods, and replacements due to loss or destruction in the
3 line of duty, without cost to the member.
4
- 5 C. The City will repair or replace, without charge, weapons damaged or lost in the
6 line of duty, unless the loss or damage is the result of negligence attributable
7 to the member.
8
- 9 D. Effective September 10, 2018, members who retire or resign in good standing
10 may purchase their issued firearm in accordance with applicable state and
11 federal laws, and City policies.
12
- 13 E. Members will maintain their weapons in compliance with standards
14 established by the City.
15

16
17 **ARTICLE 13**
18 **CLOTHING BOARD**
19

20 **Section 1: Representation**

21 The parties will establish a joint labor-management clothing board with equal
22 representation. Total membership on the board will be no less than six (6) and no
23 more than ten (10).
24

25 **Section 2: Consultation and Recommendation**

26 The Chief of Police will consult with the Board before making decisions
27 relative to clothing and personal equipment issued to members of the unit. The Board
28 may make recommendations to the Chief on matters relating to clothing and personal
29 equipment.
30

31 **Section 3: Meetings**

32 Both parties to this Agreement may request meetings of the Clothing Board
33 to discuss pertinent issues coming under the review of the Board.
34

35
36 **ARTICLE 14**
37 **EDUCATIONAL BENEFITS**
38

39 **Section 1: Payment for Courses**

40 The City agrees to pay the full cost of all tuition and books to all police officers
41 successfully completing a police-work-related course within the period of this contract
42 leading to an Associate's Degree, Baccalaureate Degree, or Master's Degree in Police
43 Science or Criminal Justice from an accredited institution. Courses required for such
44 degree programs shall be deemed to be police-work-related. Electives may be deemed
45 to be police-work-related with the prior approval of the Police Chief. If a disagreement
46 should arise over electives, the matter shall be resolved by the Labor-Management
47 Committee.
48

49 Payment shall be made as per the following schedule:

- 50 A. One-half (1/2) of all expenses mentioned above upon presentation of
51 evidence of successful completion of individual courses.
52

- B. All such expenses previously not reimbursed shall be paid in lump sum upon completion of two (2) years' continuous service from the day of receipt of such degree.

Section 2: Educational/Military Incentives

- A. Effective July 1, 1995, the City agrees to provide an educational salary benefit of 2% of the officer's base pay to qualified police personnel and employed recruits starting on the next full payroll period who hold or attain an Associate's Degree in Police Science or Criminal Justice, or an educational salary benefit of 4% of the officer's base pay to those officers who hold or attain a Bachelor's Degree in any subject, or an educational salary benefit of 6% of the officer's base pay to those officers who hold or attain a Masters Degree or higher (e.g., JD, PhD) in any subject. The educational incentive stipend provided herein shall be added to a member's base pay and paid as such.
- B. Effective January 1, 2023 for those members who have military veteran service, the City agrees to provide a service benefit of 2% of the officer's base pay to qualified individuals and employed recruits starting on the next full payroll period. Members who are honorably discharged veterans or members currently in the reserves or national guard and are in good standing are eligible for this incentive. The military incentive stipend provided herein shall be added to a member's base pay and paid as such.
- C. Members are eligible for only one incentive and payment of educational/military incentive will begin in the next full payroll following submission by the member to the Department Personnel Office of sufficient evidence of receipt of the appropriate degree/military paperwork.

Section 3: Federal or State Programs

If Federal or State programs exist to pay all or a portion of the educational costs referred to in Section 1, the City will decrease its share appropriately so that 100% of the direct educational costs are paid.

Section 4: Proportional Payment

The City will pay 50% of the direct educational costs incurred in obtaining a Baccalaureate Degree in accordance with existing City Administrative Regulations. If the individual receives Veteran's Administration payments, the City will pay 50% of the direct educational expenses, or the difference between the Veteran's Administration payments and the total cost, whichever is less.

Additionally, the City will pay 50% of the direct educational costs incurred in obtaining a Master's Degree in any subject area deemed to be work related, as determined by the Chief, subject to review pursuant to Article 27 of this Agreement.

Section 5: Procedures

The following procedures shall be complied with in order to be eligible for tuition reimbursement:

- 1. The member shall submit to the Police Chief proof of matriculation from the educational institution, prior to submitting applications for tuition reimbursement.

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2. Employees shall submit Tuition Reimbursement Applications to the Police Chief no later than two (2) calendar weeks after commencement of any course for which educational reimbursement is sought.
 3. For courses previously approved for educational reimbursement, employees shall submit to the Police Chief official notification of course grade and receipts for allowed expenses no later than thirty (30) calendar days after receipt by the employee of such notification of grade.
 4. For degrees specified in Section 1 of this Article, employees shall present official notification from the educational institution of the awarding of such degree no later than thirty (30) calendar days after receipt of the degree. Within thirty (30) days of the expiration of the two (2) years of service from the date of such degree, the member shall submit application for the remainder of expenses to be reimbursed.

ARTICLE 15
OVERTIME

Section 1: Overtime Computation

- A. Except as provided in Section 3, time-and-one-half overtime will be paid for all time worked in excess of eight and one-quarter (8 1/4) hours in one tour of duty and for all time worked on any regular day (R day) off. Any member who works any personal leave day, compensatory, or vacation day, when such days off have been approved at least one week in advance, and when such days off have not been canceled more than 72 hours in advance, shall be paid time-and-one-half overtime for time worked on such days.
- B. All members of the Rochester Police Department shall report for duty 15 minutes prior to their scheduled shift starting time. Such time shall be compensated at the straight time rate in accordance with Section 7(k) of the Fair Labor Standards Act and shall be added to a member's base pay and paid as such. Members shall either attend Roll Call or be present for assigned duties as directed, during the 15 minutes immediately preceding their scheduled daily tour.
- C. In those assignments where members do not currently stand Roll Call, they shall report to duty 15 minutes prior to the start of their scheduled shift starting time to receive updates, review reports and obtain other necessary Department communications.

Section 2: Call Backs to Duty

- A. Except as provided in (B) and (C) below, on all authorized call backs to duty, a minimum of four (4) hours of pay, at the overtime rate, shall be provided.
- B. Except as provided in (C) below, for all authorized, scheduled overtime for administrative meetings only, when a member has been given at least 48 hours' notice, a minimum of three (3) hours of pay, at the overtime rate, shall be provided.

- 1 C. Effective September 10, 2018, for overtime worked when a member is held
2 over after the end of the regular tour of duty or when overtime is scheduled,
3 at least 48 hours in advance, contiguous to and prior to the regular tour of
4 duty, overtime shall be paid for time worked. This shall not apply to officers
5 who work a special event and an Order has been issued.
6

7 **Section 3: Court and Training Time**

- 8 A. All members who are required to report to City, County, Family, Supreme,
9 Federal Court, Grand Jury Proceedings, Professional Standards Section
10 interviews, District Attorney interviews, Corporation Counsel interviews,
11 or quasi-judicial administrative agencies during off-duty hours as a result of
12 the performance of their official duties shall be compensated at time-and-
13 one-half with a minimum of two (2) hours.
14 Notwithstanding the above, those working 3rd and 5th platoons who are
15 required to report to a PSS interview prior to their regular tour of duty shall
16 be paid overtime only for the time from the scheduled start of the interview
17 until the employee's regular 3rd or 5th platoons starting time.
18
19 B. All members who are required to report to In-Service Training scheduled
20 on off-duty hours shall be compensated at time-and-one-half with a
21 minimum of two (2) hours.
22
23 C. All members who are required to transfer evidence during non-duty hours
24 shall be paid a minimum of one and one-half (1 1/2) hours at time-and-one-
25 half.
26
27 D. All members who are assigned to training as trainees or trainers shall
28 assume the "R" day schedule of the training assignment without the
29 payment of overtime.
30

31 **Section 4: Members' Option on Compensatory Time**

- 32 A. Members of the bargaining unit will have the option of accruing
33 compensatory time in lieu of overtime payment, provided, however, that no
34 member, except as provided in Paragraph B, will be credited with
35 compensatory time in excess of 360 hours. Compensatory time will be
36 earned and computed at the same rate as is overtime pay.
37
38 B. No member who works a 5-2 schedule will be credited with compensatory
39 time in excess of 416 hours.
40

41 **Section 5: Payment for Compensatory Time**

- 42 A. All members shall be allowed to receive cash payment for earned
43 compensatory time above 280 hours and up to 360 hours of accumulated
44 compensatory time. Such payment shall be made at the member's base
45 salary, plus educational incentive, if applicable.
46
47 B. All members who work the 5-2 schedule shall be allowed to receive cash
48 payment for earned compensatory time above 280 hours and up to 416
49 hours of accumulated compensatory time. Such payment shall be made at
50 the member's base salary, plus educational incentive, if applicable.
51 Members who are assigned to a 5-2 work schedule, and who accumulated
52 more than 360 hours of compensatory time, and who are subsequently
53 changed to work a 4-2 schedule, shall maintain all of the accumulated hours
54 of compensatory time until the next payment period as defined in paragraph
55 C of this section at which time the member's bank will be reduced to 280

1 hours and the member will be paid for all compensatory time that was
2 removed from the compensatory time bank. During this period when the
3 member is assigned to a 4-2 work schedule, and prior to October 1 of that
4 year, the member will not be allowed to add compensatory time to his bank
5 above 360 hours unless he is reassigned to a 5-2 work schedule.
6

- 7 C. Payments for compensatory time shall be paid only on or before October 1
8 each year, provided that the member has requested such payment on or
9 before September 1 of that year. Payment will be based on compensatory
10 time earned through the last full pay period in August of that year.
11

12 **Section 6: Special Events Overtime**

13 The procedures for the selection and payment of overtime for Special Events
14 will be covered by General Order #265.
15

16 **Section 7: Trading Time**

17 Members shall be allowed to “trade time” with another member of the same
18 rank, in the same section and same assignment, under the following conditions:

- 19 1. The trading of time must be completely voluntary between the members, free
20 from reprisals or sanctions by supervision.
21 2. The reason for the trading of time must be attributed to the member’s desire
22 or need to attend to personal matters.
23 3. Requests for trading time shall be in writing, on a form designed by the
24 Department, which is signed by both members involved in the trade and
25 submitted to both members’ supervisors for approval and signature. Requests
26 shall be promptly acted upon by the supervisor. A copy of the supervisor’s
27 response will be forwarded to the Union and to the Office of the Chief.
28 4. All traded time must be “repaid” before the end of the following payroll
29 period.
30 5. The member who does not report as agreed shall be held responsible for
31 his/her absence.
32 6. Trade time worked for others is not counted as time worked for the purpose
33 of computing pay or overtime.
34 7. Approval may be denied at the discretion of the Department if the trading
35 time or any consequent activities negatively impact the operations of the
36 Section or Department. Approval of any such request shall not be withheld
37 on an unreasonable or arbitrary basis.
38 8. Any changing of a member’s “R” day(s) as a result of trading time pursuant
39 to this Section shall not result in the payment of overtime under Article 15 to
40 either involved member.
41

42 **Section 8: Compensatory Time Procedures**

- 43 A. The use of all compensatory time off, except as provided in paragraph E
44 herein, shall be preceded by a member’s written request submitted to the
45 member’s supervisor. Requests shall be submitted a minimum of seven (7)
46 days in advance. The supervisor must respond in writing within forty-eight
47 (48) hours of receipt of the request. The supervisor shall approve the request
48 unless approval would unreasonably interfere with the ability to provide
49 police services. Payment of overtime shall not be the sole factor for denial of
50 the initial request for compensatory time but may be a factor for denial of
51 subsequent requests within the same platoon or section. If the request is not
52 granted, then the supervisor shall articulate the reason(s) for the denial.
53 B. Requests shall be considered according to the order in which they were
54 received, considering the earliest request first.

- 1 C. In the event that two or more members submit a request on the same day, for
- 2 the same period, then the member who is more senior shall have his request
- 3 considered first.
- 4 D. Upon approval or denial, the Union and the Office of the Chief shall be sent
- 5 a copy of the request form.
- 6 E. Requests for use of compensatory time made with less than seven (7) days
- 7 advance notice are not covered by this Section and shall continue to be
- 8 addressed in accordance with current Department practice.
- 9

10 **Section 9: Distribution of Overtime**

11 Notwithstanding the provisions of General Order 265 pertaining to Special
12 Events, the parties agree that distribution of scheduled overtime within various
13 sections or units shall not be arbitrary or capricious. Members shall not be deprived
14 of scheduled overtime for disciplinary or punitive reasons or because of exercising
15 their option of working for compensatory time or cash.

16
17 If distribution of overtime is grieved and appealed to arbitration, the
18 Arbitrator shall make his decision based upon fairness to the employees, the
19 practical application of the scheduled overtime, seniority, and the ability and need of
20 the Department to fulfill its mission.

21
22
23 **ARTICLE 16**
24 **LEAVE DUE TO DEATH IN FAMILY**

25
26 **Section 1: Immediate Family**

27 Members shall be granted leave with pay for the death of a wife, husband,
28 child, father or mother (whether natural, adopted or by legal guardianship), brother or
29 sister, father-in-law or mother-in-law, grandmother, grandfather, grandchild, or any
30 relative residing in the household. Said leave shall be from the time it is granted until
31 the day after the funeral when the member shall report for duty, except that any officer
32 working the first platoon will report to duty at their regular scheduled time the night
33 of the day following the funeral.

34
35 **Section 2: Other Relatives**

36 Members may be granted up to one (1) day for the purpose of attending the
37 funeral of a brother-in-law or sister-in-law or a blood relative not included in Section
38 1.

39
40 **Section 3: Regular Days Off**

41 If regular days off fall within the permitted leave time for a death in the
42 family or if the police officer involved is on furlough at the time of the death in the
43 family, no additional days off will be granted due to the death.

44
45 **Section 4: Official Notice**

46 Official notice of death shall be furnished to the employer by the
47 employee, upon request.

48
49 **ARTICLE 17**
50 **CALCULATION OF ECONOMIC BENEFITS**

51
52 **Section 1: Calculation Rate**

53 The hourly rate of pay shall be determined by dividing the annual rate of
54 pay (including educational incentive, if applicable, and roll call pay), by 2007.

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1 The biweekly rate of pay shall be determined by dividing the annual rate
2 of pay (including educational incentive, if applicable, and roll call pay), by 26.
3

4 **Section 2: Severance Pay**

- 5 A. In the event that a member of the Unit retires, dies or otherwise
6 terminates service with the City of Rochester, Severance Pay shall be
7 paid for all unused vacation time, not to exceed fifty (50) days, and all
8 accrued overtime (compensatory time), not to exceed fifty-one (51)
9 days.
10
11 B. Payment shall be made upon retirement, death or other termination of
12 services for all accrued holiday time.
13

14 **ARTICLE 18**
15 **WORK SCHEDULE**
16

17
18 **Section 1: Work Week**

- 19 A. Except as provided in subdivision B, all members will work a 4-2 non-
20 rotating schedule.
21
22 B. Notwithstanding any provision of this section, members working
23 assignments on a 5-2 work schedule will continue to work a 5-2 work
24 schedule.
25
26 C. Members may be assigned to a work schedule that consists of five (5)
27 days of duty followed by two (2) consecutive days off provided that the
28 consecutive days off are either Friday-Saturday, Saturday-Sunday, or
29 Sunday-Monday. All shifts shall be on a non-rotating basis, commonly
30 referred to as a 5-2 schedule.
31
32 D. All members working a 5-2 schedule shall receive 136 hours per year,
33 pro rata, in compensatory time, added to compensatory time banks
34 quarterly, for working the 5-2 schedule.
35
36 E. All members shall work an 8.25 hour tour which includes a 15-minute pre-
37 shift Roll Call or other duties as assigned for officers not assigned to patrol.
38
39 F. Any vacant non-patrol position or assignment may be changed from a 5-2 or
40 4-2 schedule and may be changed to any existing platoon upon the posting
41 of the vacant non-patrol position or assignment.
42

43 **Section 2: Split Shifts**

- 44 A. Except in serious or emergency situations, as declared by the Chief of
45 Police or his authorized representative, there shall be no split shifts.
46 However, split shifts can be volunteered to by members and/or mutually
47 agreed to between members and their commanding officer.
48
49 A. It is understood and agreed upon between the parties that Section 2 (A)
50 above shall not apply to the police officers assigned to the Special
51 Criminal Investigation Section. Split shifts shall not be used mainly for
52 the avoidance of the payment of overtime.
53
54
55

Section 3: Work Hours

- A. All employees shall be scheduled to work a regular tour of duty which shall have a regular starting time and regular quitting time. Except as otherwise provided in this Section, all hours worked outside the regular tour of duty shall be compensated for pursuant to Article 15 of this Agreement.
- B. The Employer may change the regular starting and quitting time of a position due to deployment needs, as follows:
 1. The change in starting and quitting times does not exceed two (2) hours.
 2. The change shall be effective for a period not to exceed eight (8) consecutive workdays.
 3. Written notice is provided to affected employees and the Union at least forty-eight (48) hours in advance.
- C. The Tactical Unit, the Special Criminal Investigation Section, and all fourth platoons shall be exempt from A and B above, with reasonable advance notice of no less than 48 hours, when there is a demonstrated need to re-deploy manpower. However, the movement of 4th platoon staff to cover for routine and normal absences, such as illness, vacations, maternity leaves or other approved leaves of absences of officers on other platoons, is not a demonstrated need to re-deploy manpower.
- D. Captains and Section or Unit Commanders may have their starting and quitting times changed upon advance notice of at least forty-eight (48) hours, or at their individual request, subject to supervisory approval, without incurring any overtime compensation unless they work more than 41.25 hours in a work week.
- E. Temporary assignments to the Professional Development Section shall be exempt from the provisions of subdivision B above, except that written notice to the affected employee and the Union shall be given forty-eight (48) hours in advance.
- F. An employee may request in writing, for good cause, to temporarily change his/her regular starting and quitting time with the approval of the Chief or his designee, and with the consent of the Union President. Such consent shall not be unreasonably withheld and/or delayed.
- G. The provisions of Article 15 do not apply when the City acts in accordance with subdivisions B, C, D, E and F above, Article 19 and Article 20, Section 2(B), of this Agreement.
- H. Sergeants and Lieutenants newly assigned to a Patrol Section may, at the discretion of the Commanding Officer, rotate through any and all platoons for four (4) consecutive work days on each platoon, during the first thirty (30) days of the new assignment. All newly assigned Sergeants and Lieutenants shall be advised of such rotation schedule upon arrival at the new assignment. Such rotation schedule shall not be utilized to avoid the payment of overtime.
- I. School Resource Officers (SRO's) shall work the hours which conform to the daily school schedule to which they are assigned.

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- J. The City will not be required to pay overtime under the provisions of Article 15, Section 1.A of this Agreement for voluntary training opportunities of one, two or three days duration that require attendance on a member’s regularly scheduled R-day.
 - 1. A member seeking a voluntary training opportunity as described above will utilize PH/PW (trading R-day) rather than being paid overtime for attending voluntary training on the member’s R-day.
 - 2. For purposes of this Section, “voluntary training opportunities” includes, but is not limited to, training associated with a member’s voluntary position on specialized teams, which include the Emergency Task Force (ETF), Crisis Negotiation Team (CNT), Bomb Squad, the SCUBA Squad, and Grenadiers.
 - 3. PH/PW cannot be utilized for regular Department-wide training.
 - 4. PH/PW may also be utilized for voluntary training opportunities sponsored by the Locust Club provided such training is approved by the Chief or the Chief’s designee.
 - 5. The PH/PW must be used in the same pay period in which the training takes place.
 - 6. In the event that a member is denied a voluntary training opportunity, the member or the Union may request an articulated reason from his/her supervisor that will be completed within five (5) business days. A denial of a voluntary training opportunity will not be grievable under Article 27 of this Agreement.

K. Members assigned as Crime Prevention Officers as of January 1, 2015, will work their assigned duty hours on a 5-2 schedule.

CPO’s may have their starting and quitting times changed by up to two (2) hours upon advance notice of at least forty-eight (48) hours, subject to supervisory approval, without incurring any overtime compensation unless they work more than 41.25 hours in a work week.

Members assigned as Crime Prevention Officers after the above listed date will be assigned to regular starting and quitting times at the discretion of the Department as noted on any posting for new or vacant CPO positions.

Section 4: Relief Schedule

- A. The City may, at its option, assign one unit member to the Relief schedule in the following sections:
 - 1. Staff Duty
 - 2. Technical Services Section
 - 3. Downtown
- B. The relief schedule shall consist of a 4-2 schedule, where the member works two (2) tours on the 3rd platoon, immediately followed by two (2) tours on the 1st platoon.
- C. The relief schedule shall be an exception to Section 3(A) of this Article and no premium pay for changing shifts shall apply.

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- 1 D. All members assigned to the relief schedule shall be paid the appropriate shift
2 adjustment according to Article 3, Section 6.
3
4 E. All members assigned to the relief schedule shall receive one hundred fourteen
5 (114) hours per year, pro rata, in compensatory time, added to compensatory
6 time banks quarterly, for working the relief schedule.
7

8 **Section 5: 5th Platoon**

- 9 A. The Department may create and institute a 5th platoon schedule in each of
10 the Patrol Sections to respond to calls for service and to perform patrol
11 functions.
12
13 B. The starting hours of such 5th platoon shall commence no earlier than 8:00
14 a.m. and shall consist of the standard 8.25 hour workday on the 4 on, 2 off
15 schedule.
16
17 C. The initial starting time of the 5th platoon in each Patrol Section may be
18 initially determined unilaterally by the City, subject to the 8:00 a.m. start
19 time limitation. The work schedule and the work hours of the 5th platoon
20 in each Patrol Section shall be subject to the provisions contained in Article
21 18 of this Agreement.
22

23
24 **ARTICLE 19**
25 **TRANSFERS**
26

27 **Section 1: Definitions**

- 28 A. Transfers
29 1. A transfer shall be defined as the change of assignment from one
30 section to another section, or from one division to another division.
31 Changes of assignment made within the Criminal Investigation
32 Section, except for Police Officers assigned to the Technicians Unit
33 and License Investigation Unit or the Special Investigation Section
34 will not be considered transfers.
35 2. A permanent change in platoon assignment shall be considered a
36 transfer when it exceeds 60 days in duration.
37
38 B. A temporary assignment shall not be for more than 60 days in duration at
39 which time it shall become a change of assignment subject to this Article.
40 However, temporary transfers may be made to PDS for the sole purpose of
41 conducting backgrounds, for a period of up to six months. The positions
42 shall be posted to determine interest; the employer shall make selections at
43 its discretion; the employees shall be returned to their original position upon
44 completion of the temporary assignment, or if the member is selected for
45 another position pursuant to the provisions contained below.”
46
47 C. Temporary transfers to limited duty assignments due to disabilities may be
48 extended for the duration of the disability. Such reassignments shall not
49 result in eligibility for overtime payment in accordance with Article 18,
50 Section 3 (A) of this Agreement.
51
52 D. Realignment transfer is a permanent transfer among Patrol Sections.
53 Realignment transfer pertains to the rank of Police Officer in the Patrol
54 Sections only. Members on a 5-2 work wheel subject to a realignment
55 transfer shall retain a 5-2 work wheel.

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- E. 1. Newly hired Police Officers will be in temporary assignment period status for a period of twenty-two (22) months from date of hire.
- 2. Police Officers who are hired by the City of Rochester as lateral transfers from another Police Department will be in temporary assignment period status for a period of ten (10) months from date of hire with the City of Rochester.
- 3. During temporary assignment period status as referenced in 1. and 2. above, Police Officers may, with at least fourteen (14) days advance notice, be reassigned to different patrol sections, different platoons or both, for a period of at least sixty (60) days.
- 4. Reassignment under the provisions of this subsection will not be considered as a transfer within the meaning of Article 19 and therefore, the provisions of Article 15 and Article 18 do not apply. In addition, reassignments under this subsection will not be deemed to be involuntary transfers.

Section 2: Involuntary Transfers

- A. The Chief of Police, or his designee, shall maintain the right to transfer employees when necessary to meet legitimate operating needs of the Department. Transfers shall not be made for punitive reasons except when done as a result of discipline in accordance with Article 20, Section 2(B) of this Agreement.
- B. An employee subject to a transfer under paragraph A above, upon written request given to the Section Commander within five (5) days of the notice of transfer, shall receive within five (5) days of such request a written statement as to the specific reason for such transfer. This statement shall be binding on the City.
- C. All transfers made under this Section shall be subject to grievance and arbitration pursuant to Article 27 of this Agreement, and any grievance alleging a transfer made in violation of this Section may be filed directly at Step C of the grievance procedure within five (5) days of receipt of the written statement provided pursuant to paragraph (B) above.
- D. In any arbitration proceeding alleging a transfer made in violation of this Section, the City shall go forward and show legitimate operating needs for the transfer.
- E. Effective September 10, 2018, the Chief shall have the right to transfer any Captain for programmatic reasons. Such transfer shall be grievable only by the Captain individually and shall be heard by an arbitrator pursuant to Article 27, Section 4. If such transfer shall result in a change from a 5-2 to a 4-2 schedule, and the Captain chooses not to file a grievance, the City will continue to pay the Captain compensatory time pursuant to Article 18, Section 1.D.

The Chief shall have the right to assign any Captain to fill a vacant position. In the event that the assignment creates an additional vacancy, which the Chief determines will be filled, the Chief will backfill that position by posting the assignment to determine interest. The Chief will then have the discretion to backfill the position from those who have expressed interest,

1 factoring in an individual's personal abilities and skills, as well as seniority
2 in rank. If the senior Staff Duty Officer is not selected to backfill the vacant
3 position, he or she shall have first right of refusal for the next vacant Patrol
4 Captain position. The decision to backfill the vacant position shall not be
5 grievable, as long as the Chief selected from those who posted for interest.
6

7 **Section 3: Posting of New Positions and Vacancies**

- 8 A. Unless a transfer is made for a specifically identified operating need under
9 Section 2, paragraph A above, or as provided in paragraph F below,
10 whenever the City desires to permanently fill a new position or vacancy
11 within the bargaining unit, notice will be made by teletype and/or Daily
12 Bulletin, and posted to inform members for a period of ten (10) calendar
13 days.
14
- 15 B. All announcements of new positions or vacancies will specify the
16 qualifications and criteria established for the position or vacancy by the
17 Chief of Police or his designee.
18
- 19 C. Members may apply for consideration for a new position or vacancy posted
20 under this Section. Requests will be considered department-wide.
21
- 22 D. No new position or vacancy may be filled during the ten (10) day posting
23 period except on an acting basis when necessary as a result of emergency
24 or to replace a transferred or promoted member. Members who submit
25 requests after the ten (10) day posting period will not be considered. After
26 the new position or vacancy is filled in Patrol, all transfer requests for the
27 filled position or vacancy shall be purged.
28
- 29 E. Effective September 10, 2018, new positions or vacancies shall be filled as
30 provided in Section 4 of this Article. The City may choose not to fill a
31 position that has been posted, but in the event the City fills the position, the
32 selected member must be from the members who have submitted a request
33 prior to the closing on that posting. If the position is not filled within ninety
34 (90) days from date of posting, then the City may re-post the position.
35
- 36 D. New positions or vacancies which exist in the positions specified as
37 exceptions in Article 2, Section 1, are not subject to this Section. No unit
38 member may be involuntarily transferred to any position specified as an
39 exception in Article 2, Section 1.
40

41 **Section 4: Selection to New Positions or Vacancies**

- 42 A. The establishment of qualifications and criteria for new positions or
43 vacancies shall be solely the responsibility of the Chief of Police or his
44 designee.
45
- 46 B. Unless the new position or vacancy is filled by a transfer made pursuant to
47 Section 2 of this Article, or pursuant to Section 3(F) of this Article, new
48 positions or vacancies posted pursuant to Section 3 of this Article shall be
49 filled by a member who has applied for such new position or vacancy, and
50 who meets the qualifications and criteria established for such new position
51 or vacancy. In determining who shall be selected for a new position or
52 vacancy, the Chief of Police, or his designee shall select the most senior
53 candidate, if all other factors relative to the candidate's ability to perform
54 the duties of the position are equal. It is the responsibility of the candidate

- 1 seeking the position to demonstrate that he possesses the qualifications for
2 the position or vacancy.
3
4 C. Any candidate not selected shall be entitled to a written statement as to the
5 reasons for non-selection, upon written request to the command
6 responsible for the final selection.
7
8 D. Selections made under this Section shall be subject to the grievance and
9 arbitration procedure contained in Article 27 of this Agreement, upon a
10 grievance filed by a candidate who was not selected in favor of a less senior
11 candidate. In any arbitration proceeding alleging a violation of this
12 Section, the burden of proof shall be upon the City to establish that all other
13 factors were not equal when selecting the less senior candidate.
14

15 **Section 5: Maintenance of Seniority**

16 When a member is reassigned or transferred pursuant to this Article, there
17 shall be no loss of seniority.
18

19 **Section 6: Voluntary Assignment Rotation**

- 20 A. The City may offer members the opportunity for voluntary assignments
21 within the Department for career development. These assignments will
22 not exceed three (3) months in duration, unless a longer period is agreed
23 to by the parties. These assignments are designed for career development
24 purposes and are not permanent. A voluntary assignment will not be
25 considered a “transfer” within the meaning of Article 19 of this
26 Agreement. Members who are selected for an assignment may have their
27 work hours and schedule changed for the duration of the voluntary
28 assignment rotation, and the provisions of Article 15 and Article 18 of this
29 Agreement do not apply.
30
31 B. When the Department elects to offer a voluntary assignment rotation
32 opportunity, it will post the assignment for interest and state the minimum
33 requirements. Selection for voluntary assignment rotation opportunities
34 of the members who meet the posted minimum requirements will alternate
35 as follows:
36
37 1. The Chief of Police will make the first selection at his sole
38 discretion.
39 2. The next selection will be of the most senior member
40 applying for the voluntary assignment.
41
42 C. Voluntary assignment rotations to S.I.S. of Police Officers is to provide
43 training and experience that will enhance their knowledge and experience
44 of street level drug enforcement for their uniform patrol assignment.
45
46 D. Upon completion of the voluntary assignment rotation, the member will
47 be returned to his/her original position or another position for which the
48 member has been selected pursuant to the provisions of this Article.
49

50 **Section 7: Administrative Assignment Pending Investigation**

- 51
52 A. In the event a member becomes the subject of a criminal and/or PSS
53 investigation involving an allegation of conduct that could constitute a
54 criminal offense, the Chief of Police may elect to temporarily place the

1 member in an administrative assignment that does not include police
2 enforcement duties. Such assignment may not exceed sixty (60) days in
3 duration unless the Union and the member agree to a longer period of time.
4 This temporary administrative assignment will not be considered a
5 “transfer” within the meaning of this Article.
6

7 B. The member’s regular work hours and work schedule may not be changed
8 for a temporary administrative assignment unless the Union and the
9 member agree to different work hours and/or a different work schedule. If
10 the Union and member agree to different work hours and/or a different
11 work schedule, the provisions of Article 15 and Article 18 of this
12 Agreement will not apply.
13

14 C. Upon completion of the temporary administrative assignment, the member
15 will be returned to his/her original position, or another position for which
16 the member has been selected pursuant to the provisions of this Article, or
17 such other assignment that results from discipline imposed under Article
18 20 of this Agreement.
19

20 **Section 8: Realignment Transfer**

21
22 A. The Chief of Police or his designee may realign the number of Police
23 Officers assigned to the various Patrol Sections and Platoons once each
24 calendar year. This realignment shall be done in accordance with the
25 following procedure:

- 26 1. The Chief of Police will determine the desired Police Officer
27 staffing deployment levels in the Patrol Sections by platoons.
28 The Union will be notified of the staffing deployment levels
29 20 calendar days prior to beginning the realignment process
- 30 2. The first attempt to achieve the desired staffing deployment
31 level will be by posting and filling the assignments in
32 accordance with this Article to include exhausting all ability
33 under Section 1 (E) first.
- 34 3. Upon completion of the posting and assignment process, if
35 the desired staffing deployment levels are not reached, the
36 necessary personnel moves will be made by inverse seniority
37 whereby the least senior members from the remaining
38 eliminated positions in the section(s) and platoon(s) will be
39 transferred to the remaining open assignments added due to
40 the realignment.
- 41 4. A Department reorganization cannot be the basis for a
42 realignment transfer.
- 43 5. Transferred Police Officers will not lose their furlough picks
44 for the calendar year the realignment takes place.
- 45 6. Transferred Officers have first right to return based on
46 seniority.
47

48 **Section 9: Selection of Officer Coordinator Assignments**

49 Effective September 10, 2018, the City will have the right to fill future Officer
50 Coordinator Assignments in the Patrol Sections, Central Investigations Section, and
51 Special Investigations Section, at its discretion after posting the assignment for
52 interest. Officer Coordinators will work a 5-2 wheel with Saturday and Sunday off.
53 They will work in plainclothes and will receive the clothing allowance under Article
54 12 of this Agreement.

**ARTICLE 20
DISCIPLINE**

Section 1: Department Investigation and Bill of Rights

Whenever a Unit member is being investigated by the Professional Standards Section (PSS) or by any other Section performing similar functions, the following shall apply:

1. The interview of any member of the bargaining unit shall be at a reasonable hour, preferably when the member officer is on duty, and during the daylight hours, unless the exigency of the investigation dictates otherwise.
2. The interview shall be conducted at a location designated by the investigating officer, preferably at Police Headquarters.
3. The member of the bargaining unit shall be informed of the rank, name and command of the officer in charge of the investigation as well as the name and rank of the officer conducting the interview, and the identity of all persons present during the interview.
4. A member of the bargaining unit shall have made available to him at his request all reports which he has submitted regarding said investigation.
5. The member of the bargaining unit shall be informed of the nature of the investigation before any interview commences. Sufficient information to reasonably apprise the member of the allegations made against him shall be provided prior to any interview.
6. A member of the bargaining unit shall have the right to have present, as a representative, at the member's own interview an attorney of his choice, or a representative designated by the Club, except that the member may not be represented by any other unit member who is identified as a target or witness of the investigation at the time the member is interviewed by members of the Professional Standards Section, or may waive such right to representation. The designation of a particular representative shall not unduly delay the process. This representation shall extend to allowing the attorney or the representative to pose questions to the member of the bargaining unit at the conclusion of the questioning being done by the Police Department, or if the member is unrepresented, he shall have the right to make a statement. The attorney or Club representative shall not interfere with or impede the investigation. It is further agreed that the City of Rochester and the Rochester Police Department will attempt to resolve disciplinary actions only with the attorney selected by the member of the bargaining unit, or a representative of the Club where the member has elected such representation. It is the express intent of the parties to restrict representation of the members of the bargaining unit to representatives of the Club in those instances when the member of such bargaining unit is not represented by counsel or is not representing himself.
7. A member of the bargaining unit subject to such investigation by the Police Department shall have the right upon request to a copy of any statement he shall make to the Police Department, free of charge, within 30 days of its production, provided such statement is reduced to writing and may have a copy released directly to an authorized Union representative upon signed release of the member.
8. The City of Rochester agrees that it will not interrogate bargaining unit members in Professional Standards Section interviews regarding conversations between the members and their Union representatives which occur as a result of the Union's statutory duty to represent its members.

- 1 9. A member of the bargaining unit shall have the right to electronically or
2 otherwise record any and all statements he gives to the Police Department
3 during such investigation.
- 4 10. A member of the bargaining unit subject to such investigation by the
5 Police Department shall not be subject to any offensive language nor,
6 except as otherwise provided herein, shall he be threatened with transfer,
7 dismissal, or any other disciplinary punishment. No promise or reward
8 shall be made as an inducement to answering questions. Nothing herein
9 contained shall be construed as to prohibit the Police Department from
10 instructing the member that his failure or refusal to answer any questions
11 can become the subject of disciplinary action itself, resulting in
12 disciplinary punishment.
- 13 11. In no event shall a member of the bargaining unit be ordered or requested
14 to submit to a lie detector or polygraph test.
- 15 12. Prior to the filing of departmental charges, the bargaining unit member
16 shall be afforded the opportunity to be heard. Upon notice of opportunity
17 to be served, a copy of the transcript of the members' statement to the
18 Professional Standards Section must be provided along with a minimum
19 notice of ten (10) calendar days, prior to the opportunity to be heard. The
20 only exception to the minimum notice of ten (10) calendar day notice of
21 opportunity to be heard shall be where providing such notice would result
22 in an expiration of the statute of limitations for the commencement of such
23 charges under Civil Service Law §75, in which case as much notice as
24 possible shall be provided.
- 25 13. Any member of the bargaining unit shall be given a copy of any warning
26 or memorandum entered in his personnel file. If in the opinion of said
27 member, the warning or memorandum issued was not justified, then the
28 member shall have the right to respond in writing and have such response
29 entered in his personnel file. Such warnings and memoranda are not
30 discipline.
- 31 14. A member of the bargaining unit subject to such investigation by the
32 Rochester Police Department shall suffer no reprisals, directly or
33 indirectly, for exercising his rights under this Article.
- 34 15.1 Except as provided in Section 2 of this Article, discipline shall be covered
35 by Civil Service Law Section 75 and 76. The Hearing Board shall be
36 selected in the following manner:
 - 37 A. The Appointing Authority will submit to the member a list of 3
38 command officers of the rank of Lieutenant or higher from which
39 the member must select at least 2 who shall serve on the Hearing
40 Board.
 - 41 B. The member may submit to the Appointing Authority a list of 3
42 other members holding a rank higher than his rank from which the
43 Appointing Authority shall select one member of the Hearing
44 Board.
 - 45 C. If a civilian is named to serve on the Hearing Board upon the
46 request of the complainant, the civilian will serve in place of one of
47 the Appointing Authority's designees. The member will decide
48 which command officer will be replaced by the civilian.
- 49 15.2 A member charged with misconduct and/or incompetence may elect to
50 have his/her hearing held before a single Hearing Officer pursuant to
51 Section 75 of the Civil Service Law. Such Hearing Officer shall be a
52 professional neutral, selected, on a rotating basis, from a panel of at least
53 three neutrals mutually agreed to by the City and the Locust Club. In the
54 event the parties cannot agree to a panel, the neutral shall be selected by
55 the Appointing Authority from a list of such neutrals maintained by NYS

- 1 PERB. The costs and expenses of such neutral Hearing Officer shall be
2 paid by the City, and the Hearing Officer shall conduct a hearing pursuant
3 to Section 75 of the Civil Service Law and shall forward his/her Findings
4 and Recommendations to the Appointing Authority for decision in
5 accordance with the provisions of Section 75.
- 6 16. No removal or disciplinary proceeding shall be commenced more than
7 eighteen (18) months after the occurrence of the alleged incompetence or
8 misconduct complained of in the disciplinary charges, except that such
9 limitations shall not apply where the incompetency or misconduct
10 complained of and described in the charges would, if proved in a court of
11 appropriate jurisdiction, constitute a crime.
- 12 17. The Chief shall make a written final disposition and notify the accused
13 officer of the Hearing Officer's recommendation within thirty (30) days
14 following receipt of the recommendations. A copy of the disposition and
15 the Hearing Officer's recommendation will be provided to the member and
16 the Union President.
- 17 18. Unless the nature of the investigation requires immediate attention, the
18 member shall be given at least 48 hours advance notice of any interview
19 conducted under this Section.
- 20 19. All members placed on the Hearing Board list will be done so at the
21 discretion of the Chief of Police. The list of eligibles shall be made
22 available to the Locust Club President at a reasonable time prior to the
23 selection of a Hearing Board panel.
- 24 20. (A) The City agrees to release a copy of all statements of potential
25 witnesses that the City anticipates calling as a witness for the City of
26 Rochester against an accused member. The statements shall be released
27 to the member's attorney or the Locust Club president or his designee at
28 least forty-eight (48) hours prior to the hearing, provided that the member
29 agrees in writing not to contact or have an agent contact any person whose
30 statement is to be provided. Upon receipt of the statements, neither the
31 Union nor its agents shall contact any person whose statement has been
32 provided.
- 33 (B) The Union agrees to release a copy of all statements of potential
34 witnesses that the Union anticipates calling as a witness for the defense of
35 any accused member. The statement shall be released to the Commanding
36 Officer of the Professional Standards Section at least forty-eight (48) hours
37 prior to a hearing date.
- 38 Upon receipt of the statement, the City agrees not to contact any person
39 whose statement has been given to the City's representative.
- 40 21. The Union can allege violation of procedures to the Chief of Police in
41 writing. The Chief will take such allegation into consideration as possible
42 mitigating circumstances in selecting the disciplinary penalty, if any.
- 43 22. Professional Standards Section interviews of employees assigned to the
44 3rd platoon shall be scheduled to begin no later than 2 PM unless the
45 exigency of the investigation dictates otherwise.
- 46 23. Bargaining unit members will not be questioned in Professional Standards
47 Section interviews regarding conversations between the members and
48 their union representatives which occur as a result of the union's statutory
49 duty to represent its members.

50
51 **Discipline Guidelines and Classification of Penalties - see Appendix 1**
52

53 **Section 2: Command Discipline**

- 54 A. Notwithstanding the provisions of Section 75 and Section 76 of the Civil
55 Service Law, or Section 1 of this Article, Section Commanders, regardless

- 1 of rank, or any command officer holding the rank of Captain or higher,
2 may impose discipline for violations of the Rules & Regulations and
3 General Orders of the Departments as set forth in G.O. 305.
4
- 5 B. Discipline imposed through command discipline shall be one of the
6 following: Letter of reprimand; suspension without pay for a maximum of
7 three (3) days; requirement to work up to three "R-Days" without
8 additional pay; reimbursement up to \$100 of the value of the property
9 which is intentionally or negligently damaged or lost by a member;
10 successful completion of a driver training program; or transfer.
11
- 12 C. When command discipline is imposed, the member shall:
13 1. accept the commander's disciplinary findings and punishment; or
14 2. accept the commander's disciplinary findings and appeal the
15 punishment to the Command Discipline Appeal Board, the
16 determination of which shall be final; or
17 3. refuse the commander's disciplinary findings and punishment
18 and elect disciplinary proceedings pursuant to Section 75 of the
19 Civil Service Law.
20
- 21 D. The Command Discipline Appeal Board shall consist of two (2) command
22 officers appointed by the Chief of Police and the President of the Locust
23 Club or an elected Club officer designated by him.
24
- 25 E. Disciplinary determinations made under this Section shall be governed
26 only by these procedures and shall not be subject to the grievance
27 procedure set forth in Article 26 of this collective bargaining agreement or
28 appealed in any other manner, including a proceeding under Article 78 of
29 the CPLR, or the Civil Service Law. This subdivision shall not be
30 interpreted to preclude the member from utilizing the procedure set forth
31 in subdivision C(3) of this Section.
32
- 33 F. No command discipline shall be commenced under this Section more than
34 ninety (90) days after the occurrence of the alleged misconduct.
35
- 36 G. The record of any command discipline shall be removed from a member's
37 personnel record after the member has had no other discipline imposed for
38 a period of one year and will not be used against the member thereafter.
39 Upon request of the member, such written records shall be destroyed or
40 returned to him.
41
- 42 H. Upon the member accepting the commander's disciplinary findings and
43 punishment, or upon the determination of the Command Discipline Appeal
44 Board, the appointing authority may under no circumstances overrule the
45 punishment imposed or impose further discipline for the same violation.
46
47

48 **ARTICLE 21**
49 **MEMBERS' RIGHTS**

50
51 **Section 1: Access to Personnel File**

52 A member shall, after requesting in writing, be permitted to review his own
53 personnel file that is maintained in the Police Chief's office, in the presence of an
54 appropriate official of the Department. Only complainants' names and addresses and

City of Rochester and the Rochester Police Locust Club, Inc.

reference sources shall be deleted from said file when it is so deemed necessary. Requests for such viewing must be honored within fifteen (15) days of such request.

Section 2: Release of Police Photographs

The City agrees not to release the Police identification photograph of any member to the news media unless the City first receives the permission of the affected member.

Section 3: Release of Employment Records

1. Upon receipt by the City of a request for the employment records of a member or former member of the Rochester Police Department, the City may disclose to the requesting party the records of any prior disciplinary proceedings in which such member or former member was found guilty or pled guilty following charges and an opportunity to be heard pursuant to Section 75 of the New York State Civil Service Law. The City may also disclose to the requesting party records of disciplinary charges if such member resigned or retired from the Rochester Police Department with the disciplinary charges pending. However, a member who retires or resigns from the Rochester Police Department with disciplinary charges pending shall have the right within two weeks after leaving the Rochester Police Department to file a written statement which shall be maintained with the charges and which shall be disclosed whenever the disciplinary charges are disclosed. The City shall not disclose to the requesting party records of an internal investigation that was pending without charges at the time the member resigned or retired from the Rochester Police Department unless charges were brought after the member retired or resigned, and said member was given an opportunity for a name-clearing hearing or to file a written statement. Such charges shall be brought within the time for bringing disciplinary charges against a member of the Department. The member shall be allowed two weeks to either request a name-clearing hearing or to file a written statement. If the member elects to file a written statement, the statement shall be maintained with the charges and shall be disclosed whenever the disciplinary charges are disclosed. If the member elects to have a name-clearing hearing, the hearing shall be held before a member of the Rochester Police Department of the rank of Captain or above who is chosen by the Chief from a list of three names submitted by the former member. The hearing shall not be bound by the formal rules of evidence. The hearing officer shall make a recommendation to the Chief, who shall make the final determination. A transcript shall not be required, but either party may provide for a transcript at their own cost. The sole issue in such a hearing shall be whether substantial evidence supports the charges so that the records can be released to a requesting party. The hearing shall have no effect on the former member's status with the Department and shall not constitute a determination of guilt or innocence on the charges for disciplinary purposes. The former member may be called as a witness at the hearing by either party.
2. Any member or former member of the Rochester Police Department shall have the opportunity to review his or her own history record maintained by the Professional Standards Section of the Rochester Police Department, upon written request, at a time and in a manner to be reasonably established by the Professional Standards Section, provided that nothing contained herein shall give any member or former member the right to review the history record of an investigation pending at the time of such review if the member or former member has not yet been notified of the investigation, nor the right to review

1 any record relating to any investigation by the Professional Standards Section
2 other than the history record.
3
4

5 **ARTICLE 22**
6 **SENIORITY**
7

8 **Section 1: Police Officers & Investigators**

9 **Police Officer** seniority shall be based upon:

- 10 A. Date of appointment as a member of the Rochester Police Department
- 11 B. Position on Civil Service list from which the member was appointed
- 12 C. Prior BMP Certification
- 13 D. Overall standing in the City of Rochester sponsored Academy Class
- 14 E. Date of hire as a Police Officer in the member's previous Police
- 15 Department
- 16 F. Police Chief's discretion.
17

18 **Investigator** seniority shall be based upon:

- 19 A. Date of assignment or appointment as an investigator, whichever
- 20 occurs first
- 21 B. Position on the merit testing or Civil Service list from which the
- 22 member was appointed
- 23 C. Length of service as a City of Rochester Police Officer
- 24 D. Position on Civil Service list from which the member was appointed
- 25 to the Rochester Police Department
- 26 E. Total length of service as a Police Officer
- 27 F. Standing in the City of Rochester Police Academy class
- 28 G. Discretion of the Police Chief
29

30 **Section 2: Commanding Officers**

31 Commanding officers' seniority shall be based upon:

- 32 A. Date of promotion into rank
- 33 B. Position on the Civil Service list
- 34 C. Length of service as a City of Rochester police officer
- 35 D. Total length of service as a police officer
- 36 E. Standing in the City of Rochester Police Academy class
- 37 F. Discretion of the Police Chief
38

39 **Section 3: Current List**

40 Current seniority employment lists in each rank, by name and date of
41 appointment to the Rochester Police Department, shall be made available for
42 inspection. The list shall be updated every four months.
43

44 **Section 4: Reinstated Employees**

45 A member of the unit who leaves Rochester Police Department employment,
46 and who is subsequently reappointed to the department in accordance with Civil
47 Service Law, shall have his/her seniority calculated from the original date of
48 appointment, less the time that the member was not an employee of the Rochester
49 Police Department. The member shall receive his/her seniority based upon original
50 date of appointment, and adjusted for time not employed by the Department, after
51 one year of continuous service from the date of reappointment.
52
53
54

**ARTICLE 23
OUT-OF-TITLE WORK**

Section 1: Compensation

When a member of the unit is assigned by competent authority to work out-of-title at the rank higher than his regular rank, he shall be compensated for working in the position for the time worked on a "per diem" basis which shall reflect the difference between his regular salary and the salary which he would receive if promoted regularly to the higher title. The subject of excessive out-of-title work is a valid labor management discussion item.

Section 2: Method of Payment

Payment for out-of-title work shall be made in the payroll period following the payroll period in which the out-of-title work was actually worked.

Section 3: Selection for Out-of-Title Work

- A. Officers shall be assigned to out-of-title work within the Section and Platoon by the Police Chief or Commanding Officer by utilizing the following criteria: position on current promotional list, work experience and quality of work.
- B. If work experience and quality of work are equal in the judgment of the Police Chief or Commanding Officer, preference will be given to the officer highest on the promotional list, or in the absence of a promotional list, seniority will replace position on the promotional list placement.
- C. The Police Chief at his discretion may appoint Police Officers to out-of-title and/or temporary Investigator positions in the Special Investigation Section who have specific knowledge, skills and abilities in order to address specialized investigations. Officers assigned under this provision will assume 4th platoon hours for a period not to exceed three months.
- D. Appointments under this Section shall not entitle the member to overtime pay in accordance with Article 18, Section 3(A).

**ARTICLE 24
CIVIL SERVICE PROCEDURE**

Section 1: Duration

The Police Chief agrees not to request an extension beyond two (2) years for any Civil Service List for promotion.

Section 2: Scheduling of Tests

The Police Chief agrees to request the Civil Service Commission to adopt a policy of holding promotional examinations at least 60 days before expiration of existing promotional lists.

Section 3: Physical Standards

The Police Chief agrees to request the Civil Service Commission to publish physical standards for appointment and promotion.

Section 4: Standards

The City agrees to maintain at least the minimum standards and qualifications in accordance with the Civil Service Law for the appointment of Police Officers.

Section 5: Promotional Vacancies

City of Rochester and the Rochester Police Locust Club, Inc.

1 The Police Chief agrees to forward a list of promotional vacancies to the Club
2 President or his designee, upon request. This notice will clearly state the date of the
3 vacancy.
4

5 **Section 6: Civil Service Investigator Examination**

6 The City agrees to establish without delay a Civil Service Investigator examination.
7 Further, the City intends to make promotions to the rank of Investigator within two years.
8

9
10 **ARTICLE 25**
11 **LEAVES OF ABSENCE**
12

13 **Section 1: Leave of Absence Without Pay**

14 Leave of absence without pay up to the time limitations of the New York
15 Civil Service Law in effect at the time may be obtained subject to the approval of the
16 Appointing Authority.
17

18 An employee on an unpaid leave of absence shall notify the Appointing
19 Authority at least two (2) weeks in advance of his intent to return to active duty.
20 Failure to give such notice will result in termination of employment.
21

22 **Section 2: Educational Leave**

23 A leave of absence without pay may be obtained as an educational leave
24 subject to the approval of the Appointing Authority if such is for the purpose of
25 acquiring educational training which will increase the efficiency and usefulness of
26 the employee to the Police Department.
27

28 **Section 3: Unapproved Leave of Absence**

29 Leaves of absence other than those provided by Sections 1 and 2 above
30 will not be granted and will result in termination of service.
31

32
33 **ARTICLE 26**
34 **RELEASE TIME FOR CLUB BUSINESS**
35

36 **Section 1: Release Time for Club Business**

37 The City agrees to place one member on release time, up to a maximum of
38 2,000 hours per contract year, for the purpose of conducting official Club business.
39 The Club President shall determine which member shall be released and shall notify
40 the Chief of Police after the determination has been made at least one (1) week prior
41 to the commencement of such release time, specifying the period or periods of such
42 release time.
43

44 **Section 2: Release Time for Club President**

45 A. The City agrees to place the President of the Rochester Police Locust Club
46 on full, detached duty with full pay and all benefits commensurate with his
47 rank and assignment. The President shall not be assigned any regular
48 police duties unless an emergency is declared. He shall be eligible to
49 participate in any scheduled, voluntary overtime program and any Special
50 Events detail, at which time he shall be subject to all Rules, Regulations
51 and General Orders of the Department. While on release time, the
52 President shall perform the duties related to representation of members of
53 the Union and consistent with the duties and responsibilities of the Union
54 President.
55

1 B. The member released from duty pursuant to this Section shall not suffer
2 any loss of salary or benefits.

3
4 C. The President is designated to be on full, detached release duty. He may
5 work irregular hours and have an irregular work schedule. For the purpose
6 of determining his pay, he shall be considered to be assigned to a 2nd
7 platoon position with a 5-2 work schedule with Saturday and Sunday as
8 his regular “R” days. It is also understood that he may change his regular
9 days off, but if he does so to perform the duties related to Union President,
10 he will not be paid overtime for working a scheduled “R” day. However,
11 the President shall receive overtime pursuant to the provisions of this
12 Agreement if he performs police duties at the direction of a competent
13 police authority. When working such overtime, the Union President will
14 not conduct Union business and will report and respond to competent
15 police command authority, unless relieved to respond to emergent Union
16 duties.

17
18 **Section 3: Release Time for the State P.B.A. Convention**

19 The City will give release time with pay for a maximum for four (4) days, not
20 to exceed eight (8) delegates once a year, to those members designated by the Club to
21 attend the State P.B.A. Convention.

22
23 **Section 4: Release Time for Regular and Special Club Meetings**

24 The City will give release time with pay, not to exceed five (5) members
25 (including all Club officers on release time), to those members designated by the Club
26 to attend regular and special Club meetings.

27
28 **Section 5: Release Time for Negotiation Committee**

29 The City will give release time with pay, not to exceed seven (7) repre-
30 sentatives at any one time, to those members designated by the Club to participate as
31 the Negotiating Committee.

32
33 **Section 6: Release Time for Election Commissioners**

34 The City will give release time with pay, not to exceed three (3) members, to
35 those police officers who serve as election commissioners of the Locust Club on the
36 day of the Locust Club election or special elections.

37
38 **Section 7: Designation of Club Representatives**

39 Officers, delegates and Locust Club Representatives who are to be granted
40 leave for Club business as set forth above, without loss of pay, are and shall be those
41 officially elected to such position by members of the Police Locust Club, Inc. Except
42 that for purposes of Section 5 above, non-elected members of the Police Locust Club,
43 Inc. who are officially designated by the officers of the Club as members of the Police
44 Locust Club Negotiating Committee, shall be granted leave for negotiations without
45 loss of pay.

46
47
48 **Section 8: Executive Board Members**

49 The City will give release time with pay for up to twelve (12) Executive Board
50 members to attend regular Executive Board meetings once a month for a maximum
51 of two (2) hours a meeting.

52
53 **Section 9: Executive Officer Release Time**

54 A. The City agrees to place one member, who shall be an elected officer of the
55 Union and so designated by the Union President, on full, detached duty with

1 full pay and all benefits commensurate with his rank and assignment. This
2 member shall not be assigned any regular police duties unless an emergency
3 is declared. He shall be eligible to participate in any scheduled voluntary
4 overtime program and any Special Events detail at which time he
5 shall be subject to all Rules, Regulations and General Orders of the
6 Department. While on full release time, this member shall perform the
7 duties related to his elected Union office and other general Union duties as
8 assigned by the Union President.
9

10 B. The Union President shall determine which elected officer of the Union
11 shall be designated for full release pursuant to this Section and shall notify
12 the Chief of Police of such designation at least thirty (30) days prior to the
13 commencement of the release time. Any member placed on full release time
14 pursuant to this Section shall not suffer any loss of salary or benefits.
15

16 C. Although the member designated to be on full, detached release duty may
17 work irregular hours and have an irregular work schedule at the member's
18 discretion, for the purpose of determining his pay, he shall be considered to
19 be assigned to a 2nd platoon position with a 5-2 work schedule with Saturday
20 and Sunday as his regular "R" days. It is also understood that this member
21 may change his regular days off, but if he does so to perform the duties
22 related to his Union office, he will not be paid overtime for working a
23 scheduled "R" day. However, this member will be eligible for overtime
24 pursuant to the provisions of this Agreement if he performs police duties on
25 a regular "R" day at the direction of a competent police authority. When
26 working such overtime, this member will not conduct Union business and
27 will report and respond to competent police command authority, unless
28 relieved to respond to emergent Union duties.
29

30
31 **ARTICLE 27**
32 **CONTRACT ADMINISTRATION**
33

34 **Section 1: Definitions**

35 A. Grievance - the term "grievance" shall be defined as a dispute between the
36 parties to this Agreement, involving the interpretation or application of any
37 provisions of this Agreement.
38

39 B. Days - the term "days" when used in this Article shall, except where
40 otherwise indicated, mean working days on a Monday through Friday
41 basis.
42

43 **Section 2: Procedure**

44 A. It is important that grievances be processed as rapidly as possible. The
45 number of days indicated at each step should be considered as maximum
46 and every effort should be made to expedite the process. However, when
47 mutually agreed, the time limits given below may be extended.
48

49 B. Failure at any step of this procedure to communicate to the Club the
50 decision on a grievance within the specified time limits shall permit the
51 Club to proceed to the next step of the grievance procedure. Failure to
52 announce an appeal of a grievance to the next step within the specified time
53 limits shall terminate the grievance.

- 1 C. In case of Group, Policy or organization type grievance, the grievance may
2 be submitted at Step B by the Club representative.
3
4 D. The time limitations set forth in Section 3 of this Article may be extended
5 by the mutual consent of the Club President or designee and the Chief of
6 Police or Manager of Labor Relations.
7

8 **Section 3: Grievance Steps**

9 In the event of a grievance as defined in Section 1 of this Article, either party
10 shall have the right to resolve the grievance in the following manner:

11 Step A:

12 The aggrieved member, with or without a Club representative, shall present
13 the grievance orally to the immediate supervisor and the commanding
14 officer of the aggrieved within fifteen (15) working days. An oral decision
15 by the commanding officer must be presented to the Club representative
16 within three (3) working days of receipt of the oral grievance. No
17 resolution of a grievance at this step shall constitute a binding precedent.
18

19 Step B:

20 If not resolved at Step A within five (5) working days of the receipt of the
21 oral decision, the Club President or designee, with or without the
22 aggrieved member, shall present a written grievance, which shall contain
23 the oral decision, to the Chief of Police or his officially designated
24 representative who shall within five (5) working days, discuss the
25 grievance with the Club President or his designee and who shall, within
26 ten (10) working days of the receipt of the written grievance, forward his
27 written decision concerning the grievance to the Club President or his
28 designee.
29

30 Step C:

31 If Step B fails to produce a settlement, a written record of the dispute by
32 either party, together with the Chief's written decision, shall be forwarded
33 to the Manager of Labor Relations within five (5) working days after the
34 receipt of the Chief's written decision. Upon receipt of the written record
35 of the dispute together with a copy of the Chief's written decision, the
36 Manager of Labor Relations shall, within five (5) working days, discuss
37 the grievance with the Club's President or designee and shall within ten
38 (10) working days of the receipt of the written record of the dispute and
39 the Chief's written decision, forward his written decision to the Club
40 President.
41

42 Step D:

43 If Step C fails to produce a settlement of the dispute, either the Club or the
44 City may take the dispute to arbitration upon service of written notice to
45 the other party of its intention to do so. This notice shall be served within
46 ten (10) calendar days from the conclusion of Step C. Otherwise, the right
47 of arbitration of such dispute shall be deemed waived and the grievance
48 shall be considered closed with no further appeal.
49

50 **Section 4: Arbitration**

- 51 A. Effective September 10, 2018, an arbitration proceeding shall be
52 conducted by Jeffrey M. Selchick, Esq., who is designated as sole Contract
53 Arbitrator to hear and finally decide all grievances pending arbitration on
54 the Date of this Award, and for all grievances arising and appealed to
55 arbitration during the term of this Agreement. Said Contract Arbitrator

1 shall have full authority to conference/triage the matter and determine if a
2 hearing is necessary or if the matter can be decided upon the existing
3 record.
4

5 B. Decisions of the arbitrator shall be final and binding on the Club, the City
6 and any grievant, provided said decision is within the scope of his authority
7 and the constraints established by this section. The arbitrator shall have no
8 authority or power to render a decision or award inconsistent with
9 Statutory or Appellate decisional law.

10
11 C. The selected arbitrator shall hear the matter promptly and will issue his
12 decision not later than thirty (30) calendar days from the date of the close
13 of the hearings or, if oral hearings have been waived, then from the date
14 the final statements and proofs are submitted to the arbitrator.

15
16 D. The arbitrator's decision shall be in writing and will set forth his findings
17 of fact, reasoning and conclusions on the issues.

18
19 E. The authority of the arbitrator shall be limited to matters of interpretation
20 or application of the express provisions of this Agreement and the
21 arbitrator shall have no power or authority to alter, add to or subtract from
22 or otherwise modify the terms of this Agreement as written. The arbitrator
23 shall confine himself to the precise issue submitted for arbitration and shall
24 have no authority or power to determine any other issues not submitted to
25 him. He shall confine his decision and award solely to the interpretation
26 and application of this Agreement.

27
28 F. Expenses for the arbitrator's services and the proceedings shall be borne
29 equally by the employer and the Club. However, each party shall be
30 responsible for compensating its own witnesses. If either party desires a
31 transcript of the proceedings, it may cause the transcript to be made. Each
32 party shall be responsible for the payment for their copy of the transcript.

33
34 The parties shall equally share the expense of the arbitrator's copy.
35

36
37 **ARTICLE 28**
38 **GRIEVANCE COMMITTEE AND REPRESENTATION**
39

40 **Section 1: Club Representatives**

41 The Club may have duly elected Representatives selected by the membership
42 of the Club at an election or appointed by the Locust Club President. The City will
43 be provided with a current list of these representatives at all times. In the event of the
44 absence of a particular Representative, the Club may appoint an alternate.
45

46 **Section 2: Representative Pursuance**

47 A representative or alternate will be permitted to leave his work in pursuance
48 of a grievance, conditions permitting, as determined by the representative's
49 commanding officer, during the representative's normal working hours. If the
50 representative's commanding officer determines that conditions do not permit absence
51 during that representative's regular working hours, the grievance shall be pursued
52 upon completion of the representative's tour of duty.
53

54 **Section 3: Release from Assignment**

City of Rochester and the Rochester Police Locust Club, Inc.

1 For the purpose of handling grievances as provided in the Grievance
2 Procedure, the representative will record his time and specify to his immediate
3 superior the purpose of his activity before he leaves his assignment. Upon entering
4 the area of another commanding officer, he shall notify that commanding officer of
5 his presence and purpose.
6

7 **Section 4: Representative with Grievance**

8 Any representative having an individual grievance in connection with his own
9 work may ask for an officer of the Club to assist him in adjusting the grievance with
10 the commanding officer.
11

12
13 **ARTICLE 29**
14 **POLICE LABOR-MANAGEMENT COMMITTEE**
15

16 A Police Labor-Management Committee shall be established for the purpose
17 of discussing at mutually agreeable times matters of mutual concern, but not to
18 include amendment of this Agreement. This Committee shall be limited to no more
19 than four (4) members of the Police Locust Club, one of whom shall be the Locust
20 Club President, and four (4) management members, one of whom shall be the
21 Manager of Labor Relations. The Committee shall meet at the call of the Manager of
22 Labor Relations or the Locust Club President.
23

24 Any expenses pursuant to said meetings shall be equally borne by the
25 parties to this Agreement.
26

27
28 **ARTICLE 30**
29 **GENERAL PROVISIONS**
30

31 **Section 1: Applicable Laws**

32 It is understood and agreed by both parties that the benefits conferred by this
33 Agreement are subject to the applicable provisions of Law and to the appropriation of
34 funds by City Council.
35

36 **Section 2: Savings Clause**

37 This Agreement and all provisions herein are subject to all applicable laws
38 and in the event any provision of this Agreement is held to violate such laws, said
39 provision shall not bind either of the parties, but the remainder of this Agreement shall
40 remain in full force and effect as if the invalid or illegal provision had not been part
41 of this Agreement.
42

43 **Section 3: Contract Modification**

44 No amendment or alteration of this Agreement shall be binding unless it is in
45 writing and signed by the Mayor or his representative and by a duly authorized
46 representative of the Locust Club, Inc., as determined by the by-laws of the Locust
47 Club.
48

49 **Section 4: Changes in Rules, Regulations and General Orders**

50 All portions of any Rules, Regulations and General Orders of the Department
51 pertaining to the terms and conditions of employment shall be changed through the
52 process of collective negotiations. In the event the City desires to so change such a
53 Rule, Regulation or General Order, it shall give notice thereof to the Club. The parties
54 shall thereafter negotiate collectively over such proposed change(s). If, as a result of

1 the collective negotiations, the parties arrive at impasse, the matter shall be resolved
2 through arbitration, as that procedure is set forth in Article 27, Section 4, of this
3 Agreement.

4
5 **Section 5: Printing of Contract**

6 The cost of printing this Agreement in booklet form in the number of 800
7 copies and at a cost not to exceed \$1500 shall be borne equally by the City and the
8 Union. Such printing shall be done by a Union print shop having a Union label. This
9 provision shall not apply if the City's share of the printing costs exceeds the limit at
10 which the City must solicit bids for the work to be performed pursuant to the New
11 York State General Municipal Law.

12
13 **Section 6: Police Vehicles**

14 Police vehicles will be kept in good appearance and mechanical condition.

15
16 **Section 7: Lounge**

17 Effective September 10, 2018, the City will continue to provide a police
18 officers' lounge in the Public Safety Building for members of the Union subpoenaed
19 to Court. The lounge will be a secured area with access limited to employees of the
20 Rochester Police Department. The lounge will have communication available to the
21 Court system. This will be completed within 90 days of the Date of this Award.

22
23 **Section 8: Defense and Indemnification of Police Officers**

- 24 A. The City shall pay reasonable and necessary attorney's fees at rates prevailing
25 in the local legal community, disbursements and litigation expenses incurred
26 by a police officer in his defense in a criminal proceeding in a state or federal
27 court arising out of any act or omission that occurred or allegedly occurred
28 while the employee was exercising or performing his powers and duties
29 within the scope of his public employment, as determined by the Corporation
30 Counsel. The police officer shall be entitled to private counsel of his own
31 choice, except that the Corporation Counsel may require that appropriate
32 groups of police officers be represented by the same private counsel. This
33 duty to pay for a defense in a criminal proceeding shall arise only upon the
34 complete acquittal of a police officer, the dismissal of all criminal charges
35 against him, a no-bill by a Grand Jury, or a determination by any investigating
36 official or entity that no criminal charges will be sought. The Corporation
37 Counsel may also, in his discretion, agree to pay for legal representation of
38 non-defendant officers in a criminal matter who are subpoenaed or requested
39 to provide any testimony or statement to an investigating official or entity
40 concerning events that occurred while the officer was on duty or acting in
41 his/her capacity as a police officer, or concerning knowledge or information
42 which the officer may have based upon his/her employment as a police
43 officer, provided that appropriate groups of police officers are represented by
44 the same private counsel. The non-defendant officer must provide notice of a
45 subpoena or other process seeking testimony to the Corporation Counsel
46 within 5 business days of receipt for consideration by the Corporation
47 Counsel. The Corporation Counsel shall have the sole discretion on whether
48 to provide counsel and the selection of counsel to represent any non-
49 defendant officer. Attorney's fees, disbursements, and litigation expenses
50 shall be submitted by the attorney within 60 days after acquittal or dismissal
51 to the Corporation Counsel in the manner and form required by him and shall
52 be reviewed and approved by him prior to payment. The determination of the
53 Corporation Counsel in this regard shall constitute a final determination. The
54 time for submitting attorney's fees, disbursements and litigation expenses for
55 payment may be extended by mutual agreement of the parties. Corporation

- 1 Counsel may also, in his discretion, waive the 60-day time limit upon a
2 showing of good cause for the delay.
3
- 4 B. The City shall provide for the defense of a police officer in any civil action
5 or proceeding before any state or federal court or administrative agency
6 seeking any type of relief, including compensatory or punitive damages,
7 arising out of any act or omission that occurred or allegedly occurred while
8 the police officer was exercising or performing and, as to punitive damages,
9 was properly discharging his powers and duties within the scope of his public
10 employment, as determined by the Corporation Counsel. This duty to provide
11 for a defense shall not arise where the action or proceeding is brought by or
12 at the behest of the City itself unless the police officer is successful in such
13 action or proceeding.
14
- 15 C. The Corporation Counsel shall defend, or may employ special counsel to
16 defend, the police officer in any civil action or proceeding unless the
17 Corporation Counsel determines either that an actual conflict of interest exists
18 or that it is reasonably foreseeable a conflict may arise, in which case the
19 police officer shall be represented by separate counsel, except that the
20 Corporation Counsel may require that appropriate groups of police officers
21 be represented by the same private special counsel. The police officer may
22 select his own private counsel, provided that Corporation Counsel
23 determines, after reasonable inquiry, that such private counsel has a type and
24 level of professional experience appropriate to the subject matter of the case,
25 that such counsel has no conflict of interest with the City, that such counsel
26 is prepared to act in the closest cooperation with the Corporation Counsel
27 consistent with standards of professional responsibility and that such counsel
28 has agreed to terms of compensation established by the Corporation Counsel
29 and to honor all provisions of this Article and the Defense and
30 Indemnification section of the City Charter. Corporation Counsel may also
31 provide the police officer with a list of private counsel who have been
32 determined to satisfy the above criteria. If special counsel is employed, the
33 City shall pay reasonable and necessary attorney's fees at rates established at
34 the time of employment or of assembly of the list, as well as disbursements,
35 and litigation expenses incurred by a police officer in his defense. Attorney's
36 fees, disbursements and litigation expenses shall be submitted by the attorney
37 promptly after the end of each month, or in accordance with an alternate
38 mutually agreed upon schedule, to the Corporation Counsel, in the manner
39 and form required by him, and shall be reviewed and approved by him prior
40 to payment. The determination of the Corporation Counsel regarding fees,
41 disbursements and expenses shall constitute a final determination.
42
- 43 D. The City shall indemnify and save harmless a police officer in the amount of
44 any judgment obtained against the police officer in a state or federal court or
45 administrative agency, or in the amount of any settlement of a claim, in the
46 nature of compensatory or punitive damages, provided that the police
47 officer's act(s) or omission(s) underlying the judgment or settlement
48 occurred while the police officer was exercising or performing and, as to
49 punitive damages, was properly discharging his powers and duties within
50 the scope of his public employment, as determined by the Corporation
51 Counsel. This duty to indemnify and save harmless shall not arise where a
52 judgment is obtained or claim settled as a result of an action or proceeding
53 brought by or at the behest of the City itself.
54

- 1 E. In making the determinations required by paragraphs A, B and D of this
2 section, the Corporation Counsel may utilize the cumulative information
3 available to him at the time he makes the determination, including but not
4 limited to any allegations, any type of records or any examinations or
5 investigations by whomever conducted. With respect to paragraph A, the
6 Corporation Counsel shall make his or her determinations within 60 days of
7 submission of the request for payment. With respect to paragraphs B and D,
8 the Corporation Counsel shall make his determination at or before the time
9 to file or serve an answer in a civil action or proceeding; a determination
10 favorable to the police officer may thereafter be revoked by the Corporation
11 Counsel, no later than the start of trial, only if the police officer, with
12 respect to any material and relevant acts or omissions, lied in any
13 investigation of the underlying incident upon which the Corporation
14 Counsel relied in making his original determination and the truth causes the
15 Corporation Counsel to revise his original determination. The Corporation
16 Counsel's determination, original or revised, shall be in writing and served
17 promptly upon the police officer and the Locust Club, and if a determination
18 is adverse to the police officer, it shall state the facts and reasons therefor.
19
- 20 F. The duties to pay for or to provide a defense and to indemnify and save
21 harmless shall be conditioned upon (a) delivery by a police officer to the
22 Corporation Counsel of any notice, summons, complaint or any other legal
23 process within five (5) business days after he is served with such document,
24 (b) the full and truthful response by the police officer in any and all City
25 investigations into the incident(s) and transaction(s) upon which the action
26 or proceeding is predicated and (c) the full cooperation of a police officer in
27 the defense of any action or proceeding against him or against the City
28 based upon his alleged acts or omissions, and in the taking of any appeals.
29 The requirement for delivery of the legal papers to Corporation Counsel, set
30 forth above, shall be deemed satisfied in any case where the office of
31 Corporation Counsel has received a copy of the notice, summons, complaint
32 or other legal process, regardless of the manner in which, or by whom, such
33 papers were provided.
34
- 35 G. Any dispute arising under this Section shall be submitted to arbitration
36 pursuant to Article 27, Section 4, of this Agreement, which shall be the
37 exclusive method to contest a determination of the Corporation Counsel
38 concerning defense and indemnification of a police officer. The right to
39 bring a special proceeding pursuant to Article 78 of the New York Civil
40 Practice Law and Rules concerning any defense and indemnification
41 determination is waived. A demand for arbitration must be served within
42 sixty (60) days of written notice to the Club of a decision by the Corporation
43 Counsel. If, as a result of such arbitration, the police officer ultimately
44 obtains a reversal of the Corporation Counsel's determination, the City shall
45 reimburse the police officer for his attorneys' fees and costs in obtaining the
46 reversal, provided that such fees and costs are reasonable and necessary
47 according to prevailing practices and standards in the legal community. Any
48 dispute concerning such fees and costs shall be submitted to the same
49 arbitrator for resolution.
50

51 **Section 9: Chief's Award Day**

52 The Chief, at his discretion, may award a paid day off to any member who
53 has exhibited conduct above and beyond the call of duty and/or has provided
54 meritorious service.

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ARTICLE 31
BULLETIN BOARDS AND INFORMATION UPDATE

It is agreed that the Club may use all official police bulletin boards for the purpose of posting Club notices to Club members, provided that such notices shall be clearly identified as Club notices.

The Information Update and the videotape system may also be used for Club announcements, provided that the Club's use of the videotape system does not interfere with the normal functioning of the Police Department. The Club agrees to confine its use of the videotape system to issues of working conditions and Club social events. The Chief of Police shall have final content approval of all videotape programming to insure its professionalism.

The City agrees to maintain the Information Update for the term of this Agreement.

ARTICLE 32
TERM OF CONTRACT

Section 1: Duration

This contract shall be for a period of three (3) years commencing July 1, 2019, and ending June 30, 2024. This contract shall automatically be renewed from year to year thereafter, unless either party shall notify the other party in writing not earlier than November 15th and not later than November 30th, or as hereinafter provided for any renewal period of the party's intention to change, alter, amend or terminate this contract.

Section 2: Negotiations

It is understood and agreed that negotiations pursuant to the above notice shall begin not later than January 15, thereafter, unless otherwise mutually agreed to by the parties.

ARTICLE 33
JURY DUTY

- A. Members shall be granted a leave of absence with pay when they are required to report for jury duty or jury service. A member must notify his immediate supervisor no later than his first scheduled shift following receipt of a notice of selection for jury duty or examination and must provide a copy of such notice to the office of the Police Chief.
- B. Members are required to work all available reasonable hours outside of those actually required for jury duty, or jury duty examination in accordance with the employee's regular work schedule. Members must request telephone alert to the extent allowed by the Commissioner of Jurors or the Court. If a member is advised to report for jury duty or examination, the member shall inform the commanding officer of his unit immediately.

- 1 C. The City shall have the right to seek a waiver from jury duty for the member.
2 Members exempted from jury duty must accept the exemption or shall not be
3 paid by the City for such time.
4
- 5 D. A member on jury duty shall receive his regular pay and shall transmit to the
6 Employer an amount equal to any jury duty allowance received for such jury
7 service.
8

9
10 **ARTICLE 34**
11 **PUBLIC SAFETY AIDES**
12

13 The City may employ “Public Safety Aides” (PSA) and may, at its discretion,
14 change their name to any non-unit designation. When doing so, the following will
15 apply:
16

- 17 1. Effective September 10, 2018, Public Safety Aides will not
18 respond to any call for police service, but will be allowed to take
19 reports in police facilities and NSC offices on Tele-Serve eligible
20 calls as provided in General Order 460, quality of life complaints,
21 and to take reports of “non-priority 1” calls for service or calls
22 for service which do not require the dispatch of a police officer
23 to the scene. They will not conduct investigations, except as
24 provided herein. They may issue parking tickets and order the
25 towing of illegally parked vehicles.
26

27 If there are a minimum of six (6) unit members temporarily
28 assigned to background investigations for at least a six-month
29 period as referenced in Article 19, Section 1B, then the City may
30 assign up to eight (8) PSA’s for the purpose of conducting
31 background investigations, as provided in subsection A below,
32 during the same calendar year.
33

- 34 A. PSA’s assigned to conduct background investigations
35 will be law enforcement officers retired in good
36 standing. It is the intent of the parties that the City will
37 seek to hire former unit members retired in good
38 standing as PSA’s to conduct background investigations.
39 The City will notify the Union at least ten (10) business
40 days prior to hiring non-member law enforcement
41 officers retired in good standing as PSA’s to conduct
42 background investigations. During this period, the
43 Union may submit names of former unit members retired
44 in good standing who are seeking employment as PSA’s
45 to conduct background investigations. However, the
46 City retains sole discretion to hire law enforcement
47 officers retired in good standing as PSA’s to conduct
48 background investigations. The City will provide to the
49 Union a list of all PSA’s hired to conduct background
50 investigations.
51

- 52 2. The number of Public Safety Aides shall not exceed 48.
53

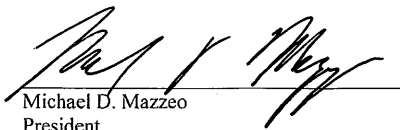
City of Rochester and the Rochester Police Locust Club, Inc.

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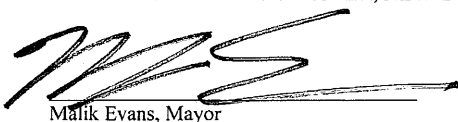
3. The City will maintain the authorized number of bargaining unit positions that existed on November 11, 1997 (674), except for those positions funded and maintained as a result of federal or state grants.
4. The Public Safety Aide shall not be used to circumvent the payment of overtime to any current unit member, or to replace any unit member.
5. The Union does not waive any current exclusivity of unit work associated with the establishment of the PSA's.

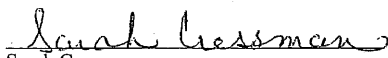
IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their duly authorized representatives.

FOR THE ROCHESTER POLICE LOCUST CLUB, INC.:

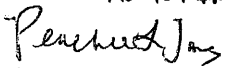

Michael D. Mazzeo
President

FOR THE CITY OF ROCHESTER, NEW YORK:


Malik Evans, Mayor


Sarah Cressman
Manager of Labor Relations

APPROVED AS TO FORM BY

 10/27/23
Municipal Attorney,
City of Rochester

**APPENDIX 1
DISCIPLINE GUIDELINES
&
CLASSIFICATION OF PENALTIES**

The parties agree that the following are guidelines to be used in determination of penalties for discipline.

- A. Table of Penalties: Penalties may be assessed up to the maximum listed below for infractions as classified in accordance with Appendix 1:

	<u>1st Incident</u>	<u>2nd Incident</u>	<u>3rd Incident</u>
<u>Class 1</u>	3 Day Suspension	10 Day Suspension	20 Day Suspension
<u>Class 2</u>	10 Day Suspension	30 Day Suspension	60 Day Suspension
<u>Class 3</u>	Dismissal	Dismissal	Dismissal

- A. The Chief at his sole discretion may assess penalties in excess of those listed above. In the event the Chief chooses to exceed or reduce the penalties listed above, he shall explain his reasoning, in writing to the member, with copy to the Locust Club.
- B. The Chief, at his discretion, may consider extenuating circumstances and may impose a lesser penalty than listed above.
- C. Loss of accrued time may be substituted for suspensions without pay upon the request of the member and at the discretion of the Chief.
- D. The imposition of discipline is not grievable. Appeals of discipline shall be in accordance with Section 76 of the NY State Civil Service Law.

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CLASSIFICATION OF PENALTIES

**MANUAL OF RULES AND REGULATIONS
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City of Rochester and the Rochester Police Locust Club, Inc.

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*** SECTION I**

1.1 Any violation of Sections A, B or C is a Class 1 offense unless the alleged conduct constitutes a crime, then said violation is a Class 3 offense.

APPENDIX 2

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF ROCHESTER
AND
ROCHESTER POLICE LOCUST CLUB, INC.**

Whereas the City of Rochester and the Rochester Police Locust Club, Inc. have been participating in a joint Labor/Management Health Care Committee and have mutually agreed to a single health insurance administrator and have established the Core and Enhanced plans of benefits as developed and as may be amended by the joint committee;

Therefore, the parties mutually agree to the following:

- I. This agreement is a successor to the Memorandum of Agreement that was in effect from January 1, 2016 through December 31, 2018 and this MOA will become an appendix to the collective bargaining agreement. The effective period for this agreement is January 1, 2019 through December 31, 2021 with an option to renew for two additional one-year terms, by mutual agreement of both parties.
- II. Modify the Health Insurance provisions (Article 11) and other provisions of the collective bargaining agreement as follows:

ARTICLE 11- HOSPITAL & SURGICAL INSURANCE & DEATH BENEFITS

Section 1: Hospital and Surgical Health Benefits

- A. The City shall make available to unit members the Core and Enhanced Plans which may be amended or eliminated during the term of this agreement as determined by the Labor/Management Health Care Committee.
- B. It is expressly understood by the parties that a unit member married to another unit member shall be eligible for only one single health insurance contract in the event his or her spouse is covered by his or her own single health insurance contract, and further, that such member shall not be eligible for any separate health insurance coverage if his or her spouse is covered by a family health insurance contract, as provided for in this Section.
- C. The Parties will continue to participate on the joint Labor/Management Health Care Committee. The parties will make a good faith commitment to fulfill the responsibilities of this Committee throughout the term of this Agreement.

Section 2: Self-Funding and City's Defined Contribution

- A. The City Healthcare Insurance Program is a self-insured funding arrangement.

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B. For Plan year 2019, (Jan. 1, 2019– Dec. 31, 2019) the City will make a defined contribution in the amount of \$40,740,924 toward the funding of the City’s Health Insurance Program for all active City employees. This total amount of the City’s defined contribution is based on the following calculation: \$15,902 per contract for all active City employees multiplied by 2562 contracts.

C. For Plan year 2020, (Jan. 1, 2020 – Dec. 31, 2020) the City will increase its 2019 defined contribution amount by 3.75% which equates to \$16,498 per contract multiplied by the number of contracts as of September 1, 2019 for all active City employees.

D. For Plan year 2021, (Jan. 1, 2021– Dec. 31, 2021) the City will increase its 2020 defined contribution amount by 3.75% which equates to \$17,117 multiplied by the number of contracts as of September 1, 2020 for all active City employees.

E. The Labor/Management Health Care Committee will have the responsibility for determining how any differential in the amount of City defined contribution funding and the total annual cost of health care for active employees will be reconciled in accordance with the Labor/Management Health Care Committee Governance Agreement. It is understood that the Committee must take action to reach consensus on this funding reconciliation by September 30th of any plan year, so as not to disrupt open enrollment or adversely affect employee coverage. At the time of reconciliation, if it is determined that employee contribution will be necessary to cover health related expenses, employee contribution shall not exceed 10% of the premium equivalent for the plan the employee is enrolled in.

Section 3: Alternative Plans

Unit members who accept health insurance coverage from a source other than the City of Rochester shall receive \$2,000 per annum, prorated by month, based on the Health Insurance Plan year, payable no later than 60 days following the end of the preceding Plan year.

Applications shall be made for the following Plan year at the same time as “open enrollment” for health insurance.

Re-enrollment in City coverage is permitted during the year if a qualifying event occurs.

Section 4: Dependent Coverage

A. In the event of a non-duty related death of any active member employed on or after June 29, 2019 with ten (10) or more years of continuous full-time service with the City, the City will continue to provide and pay the cost of all health care benefits provided by this article to the surviving spouse of the deceased member for five (5) years or until said spouse remarries, whichever occurs

- 1 first, and to dependent children of the deceased member until
2 such dependents reach the age of 26.
3
4 B. In the event of the line-of-duty death of any active member of the
5 unit, the City will continue to provide and pay the cost of all health
6 benefits provided by this article to the surviving spouse of the
7 deceased member until said spouse dies or remarries, and to
8 dependent children of the deceased member until such
9 dependents reach the age of 26.
10
11 C. Any active member who retires on or after January 1, 2020 with
12 years of service equal to or greater than 10 years, shall have the
13 following survivor benefits:
14
15 If the retiree predeceases his/her spouse, the City will
16 continue to provide health care benefits provided by this
17 article to only the surviving spouse, and/or eligible
18 dependents (age 26) for lifetime unless the spouse's status
19 changes to married. Contribution will remain the same prior to
20 death of the member.
21

22 **Section 5: Payroll Deductions**

23 The employee's share for all Hospital and Surgical health benefits
24 shall be paid on a payroll deduction basis.
25

26 **Section 6: Life Insurance**

- 27 A. A life insurance policy of a minimum of \$5,000.00 shall be
28 provided by the City. The City agrees to pay the full premium of an
29 ordinary death insurance policy of \$5,000.00 for all members of the
30 unit who may hereafter retire from service. The effective date of the
31 coverage shall be the first day of the month following the date of
32 employment.
33
34 B. The City shall make available a payroll deduction capability
35 for members' purchase of life insurance, at their expense, from a
36 vendor selected by the Union. The Union will provide a minimum of
37 sixty (60) days' notice of the selection or change of the vendor.
38 Monthly payroll deductions will be made for members who provide
39 written authorization.
40
41

42 **Section 7: Death Benefit**

43 An additional \$15,000 death benefit for death resulting from the
44 performance of a member's duties shall be provided by the City. The
45 beneficiary of such benefit shall be the beneficiary designated on the life
46 insurance policy provided for in Section 6 of this Article unless the member
47 designates in writing to the Director of the Department of Human Resources
48 Management a different beneficiary.
49

50 **Section 8: Dental Plan**

51 See Dental Plan Agreement.
52

1 **Section 9: Flexible Benefit Plan**

2 The City shall make available a Flexible Spending Account program.
3 The method of administration and the choice of administrator will be
4 determined by the Labor/Management Healthcare Committee and the
5 procedures set forth therein.
6

7 **Section 10: Coverage for Retirees**

8 A. The City will provide hospitalization and medical insurance to
9 qualified employees who retire under the New York State Police and
10 Fire Retirement System. In order to qualify for the benefits, set forth
11 in this Section, employees must meet both of the following
12 conditions:
13

- 14 1. The employee must retire directly into and/or under the New
15 York State Police and Fire Retirement System from active,
16 full-time employment with the City and receive a pension
17 therefrom, and
- 18 2. The employee must have served a minimum of twenty (20)
19 years of active full-time employment with the City immediately
20 preceding retirement into and/or under the New York State
21 Police and Fire Retirement System. For police officers who
22 transferred to the City from another jurisdiction and for deputy
23 sheriffs who were hired directly from a Sheriff's Department,
24 prior service as a police officer or deputy sheriff shall be
25 included in this 20-year service requirement. For police
26 officers who are veterans, up to three (3) years of military
27 service shall be credited toward satisfying the minimum
28 twenty (20) year City employment requirement under this
29 section provided the officer furnishes the City with
30 documentation showing that the officer has bought this
31 additional military service credit time from the NYS
32 Policemen's and Firemen's Retirement System. This
33 additional military service credit is only applicable toward
34 achieving the minimum twenty (20) year employment
35 requirement; it shall not be credited for any other purpose.
36 The required minimum period of time set forth in this
37 paragraph will be waived in the event the employee is granted
38 and receives a New York State Police and Fire Retirement
39 System disability retirement.
40

41

42 B. Qualified employees, as defined in subdivision A of this Section, who
43 retire during the term of this agreement may elect to enroll in the
44 Core or Enhanced Plan, as may be amended by the
45 Labor/Management Health Care Committee. The City will contribute
46 90% (ninety percent) of the cost of the Core Plan premium
47 regardless of whether the employee elects to enroll in the Core, or
48 Enhanced Plan. The exceptions are as follows: for an employee who
49 retires with more than 25 years but less than 30 years of service, the
50 City shall pay 95% (ninety-five percent) of the cost of the Core Plan
51 premium; and for an employee who retires with 30 or more years of
52 service, the City shall pay 100% (one hundred percent) of the Core
53 Plan premium regardless of the plan and coverage selected.
54

1 1. When eligible for Medicare coverage, the retiree shall be
2 covered by the City's Medicare Supplemental Plan or Advantage
3 Plan. It is expressly understood that the City's health insurance plan
4 does not cover any medical expenses covered by Medicare A and B
5 for those being provided benefits in retirement plans. It is also
6 understood for those Medicare eligible retirees participating in the
7 City's health insurance retirement plans, Medicare A and B coverage
8 participation is required.
9

10 **Section 10: Successor Agreement**

11
12 If the parties fail to enter into a successor Health Care Memorandum
13 of Agreement prior to the expiration of this agreement on December
14 31, 2021, the City's defined contribution amount toward the funding
15 of the City's Health Insurance Program for all active City employees
16 will increase by 3.75% annually, using the same method of
17 calculation as previously referenced in Section 2 of this MOA, until
18 such time as a successor agreement is reached.
19

20 **Section 11: Contingency Clause**

21 The terms of this Memorandum of Agreement are contingent upon the
22 execution of health care Agreements by all participating members of the joint
23 Labor/Management Health Care Committee.