

AGREEMENT

between

THE CITY OF ROCHESTER

and

ROCHESTER POLICE LOCUST CLUB, INC.

JULY 1, 2013

TO

JUNE 30, 2016

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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.

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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 four 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, the commanding officer of the Research and Evaluation Section and a Captain assigned to the Administration Bureau.

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: Agency Shop

The parties recognize that this is an Agency Shop Agreement and each employee who is a member of the bargaining unit herein above defined, but is not a member of the Rochester Police Locust Club, Inc., shall be liable to contribute to said Club as representative costs an amount equivalent to Club dues as are from time to time authorized, levied and 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
5 of 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
7 list of employees for whom dues deductions are made, to the Club. Dues deductions
8 are 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
23 previously executed authorization, and re-executed that authorization, the City
24 agrees to 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 whom
29 deductions have been made and the amounts of such deductions.

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule

A. Effective as of **JULY 1, 2013**

<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: biweekly:	\$39,963 \$1537.04	\$49,303 \$1896.27	\$57,996 \$2,230.62	\$66,494 \$2,557.46	\$69,784 \$2,684.00
191 Investigator annual: biweekly:			\$74,860 \$2,879.23	\$79,404 \$3,054.00	
92 Sergeant annual: biweekly:			\$75,360 \$2,898.46	\$79,904 \$3,073.23	
94 Lieutenant annual: biweekly:			\$85,218 \$3,277.62	\$90,356 \$3,475.23	
95 Captain annual: biweekly:			\$96,158 \$3,698.38	\$101,957 \$3,921.42	

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule

B. Effective as of **JULY 1, 2014**

<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: biweekly:	\$40,762 \$1,567.77	\$50,289 \$1,934.19	\$59,156 \$2,275.23	\$67,824 \$2,608.62	\$71,179 \$2,737.66
191 Investigator annual: biweekly:			\$76,367 \$2,937.19	\$81,002 \$3,115.46	
92 Sergeant annual: biweekly:			\$76,867 \$2,956.42	\$81,502 \$3,134.70	
94 Lieutenant annual: biweekly:			\$86,922 \$3,343.16	\$92,163 \$3,544.73	
95 Captain annual: biweekly:			\$98,081 \$3,772.35	\$103,996 \$3,999.85	

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule

A. Effective as of JULY 1, 2015

<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:	\$41,985	\$51,798	\$60,931	\$69,858	\$73,315
biweekly:	\$1,614.81	\$1,992.23	\$2,343.50	\$2,686.86	\$2,819.81
191 Investigator					
annual:			\$78,673	\$83,447	
biweekly:			\$3,025.88	\$3,209.50	
92 Sergeant					
annual:			\$79,173	\$83,947	
biweekly:			\$3,045.12	\$3,228.73	
94 Lieutenant					
annual:			\$89,530	\$94,928	
biweekly:			\$3,443.46	\$3,651.08	
95 Captain					
annual:			\$101,023	\$107,116	
biweekly:			\$3,885.50	\$4,119.85	

Section 2: Differential

Effective July 1, 2007, 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.

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

C. Pay Steps - Officer Ranks

<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

Section 4: Longevity

Effective 7/1/2000, in addition to the salaries provided in Section 1 of this Article, each member of the Unit shall receive a longevity benefit as follows:

1. Longevity payments will be made at a rate of \$100.00 for each year of service beginning on the employee's third (3rd) anniversary, and increased by the amount of \$100.00 per year for twenty-two (22) additional years, with a maximum of \$2,300.00.
2. Payments are to be made by adding the longevity payment to the twenty-six (26) bi-weekly paychecks in the following manner: When the anniversary falls during a month, the payment shall begin in the first full pay period of the following month.

Section 5: Pensions

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

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

1 **Section 6: Shift Adjustment**

2 Members assigned to patrol platoons 1, 3, or 4, or their equivalent, shall
3 receive a \$.90 per hour adjustment for each scheduled hour during such shift for which
4 the employee is paid, except that an employee on sick or injury leave for five (5) or
5 more days shall not receive a shift adjustment for the period of sick or injury leave.
6 This adjustment shall not be part of a member's base salary.

7
8 **Section 7: Field Training Officers & Coordinators**

9 A. Those assigned as Field Training Officers shall be paid an additional per
10 diem amount equal to seven and one-half percent (7 1/2%) of their base
11 salary (as set forth in Section 1) for each day in which they perform the
12 duties of a Field Training Officer including training periods and the
13 periods during which a Field Training Officer is assigned a probationary
14 officer. Payment shall be made on a bi-weekly basis.

15
16 B. Those assigned by the Police Chief or his authorized representative as
17 Field Training Coordinators shall be paid an additional per diem
18 amount equal to seven and one-half percent (7 1/2%) of their base
19 salary (as set forth in Section 1) for each day in which they perform the
20 duties of a Field Training Coordinator. When the section has three or
21 more recruits assigned, a Field Training Coordinator shall be assigned
22 to that section.

23
24 **Section 8: Flexible Benefit Program**

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

29
30 **Section 9: Deferred Compensation Plan**

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

35
36 **Section 10: K-9**

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

40
41
42 **ARTICLE 4**
43 **PROFESSIONAL STANDARDS**

44
45 The Union recognizes the necessity of continuous improvement in efficiency
46 and effectiveness throughout the employer's operations covered by this collective
47 bargaining agreement and in this connection, it will urge its representatives and
48 members to cooperate jointly with the employer in accomplishing this result.

49
50
51 **ARTICLE 5**
52 **"RESERVED"**

**ARTICLE 6
PAID HOLIDAYS**

Section 1: Recognized Holidays

- A. The following thirteen (13) 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. Memorial Day
 13. 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 3, Section 4), pension benefits (Article 3, Section 5), paid holidays (Article 6, Section 1 and 2), health insurance (Article 11, Section 1-6), dental insurance (Article 11, Section 8), and educational incentives (Article 14, Section 2).

Section 2: Other Provisions

- A. Clothing Allowance shall be provided during the first 12 months of Section 8A-6 status. Said allowance may be continued at the discretion of the Chief of Police.

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

18
19 **ARTICLE 8**
20 **SICK LEAVE**

21
22 **Section 1: Statement of Purpose**

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

26
27 **Section 2: Eligibility**

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

33
34 **Section 3: Bills for Service**

35 Bills for professional service by private medical or surgical specialists
36 rendered to members injured on duty or while on Police Department premises will
37 be paid from City funds in the event that the Police Surgeon is unable to personally
38 provide the service, provided that the private medical or surgical specialist has been
39 approved for that purpose by the Police Chief. This provision will not apply to
40 necessary first aid or emergency services rendered in cases of injury in line of duty.
41 Eligibility for the benefits described above shall initially be determined solely by the
42 Chief of Police. The decisions of the Chief of Police shall be subject to the
43 provisions of Article 27.

44
45 **Section 4: Discontinued Tours**

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

1 **Section 5: Sick Leave Allowance**

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

- 6 1. Temporary termination from the payroll with reinstatement
7 rights at any time within one year.
- 8 2. Retirement from active service if so entitled.
- 9 3. Dismissal from the Department.
- 10 4. An extension of sick leave.

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

14
15 **Section 6: Obligation of Officer on Sick Leave to**
16 **Remain at Home or in Place of Confinement**

- 17 A. Unless authorized by his immediate commanding officer, or his
18 designated representative, a member of the Department on sick leave
19 will not leave his residence or place of confinement during his
20 regularly scheduled hours of work except for:
 - 21 1. obtaining professional medical treatment;
 - 22 2. performing exercise prescribed in writing by his physician
23 which is part of his recovery treatment, a copy of which must
24 be submitted to his Commanding Officer prior to commencing
25 such exercise.

26
27 The Commanding Officer's decision may be appealed to high command or
28 ultimately to the Chief of Police in consultation with the member's physician.

- 29
30 B. The requirements of this Section shall not apply to members disabled
31 due to a service connected injury, as determined by the Chief of Police.

32
33 **ARTICLE 9**
34 **PERSONAL LEAVE FOR PERFECT ATTENDANCE**

35
36
37 A. Employees covered by this Agreement will earn one day of personal leave
38 for each calendar quarter of perfect attendance. Any personal leave earned according
39 to this Article shall be credited within the next pay period after it was earned. The
40 employee may use such leave for any purpose subject to advance approval of his
41 absence. The employee may accumulate up to four days of personal leave for this
42 purpose, which may be carried across contract or fiscal years, provided that the four-
43 day maximum is not exceeded. For the purpose of calculating personal leave
44 earnings by calendar quarter, the starting date shall be January 1, 1989. On January
45 1, 1989, members shall be credited with personal leave proportional to the period of
46 perfect attendance for the 90 days prior to January 1, or for the period from January
47 1, 1989 back to the last date on which personal leave was computed, calculated to the
48 nearest whole hour.

- 49
50 B. This Article does not apply to employees hired after July 1, 1984.

**ARTICLE 10
VACATIONS**

Section 1: Statement of Purpose

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

Section 2: Emergency Situations

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

Section 3: Choice and Retention of Furlough

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

Section 4: Vacation Allowance

A. Effective January 1, 2015, vacation accruals commence after one calendar month of full-time employment and monthly thereafter all members shall accrue vacation on the following basis unless otherwise provided:

1. less than one year of service through 3 complete years; 12 days (1 day per month)
2. 4 years through 8 complete years; 16 days (16/12 or 1.34 days per month)
3. 9 years through 14 complete years; 18 days (18/12 or 1.5 days per month)
4. 15 years through 19 complete years; 20 days (20/12 or 1.67 days per month)
5. 20 and more complete years; 25 days (25/12 or 2.08 days per month)

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

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

Members can accrue vacation time up to a maximum equivalent of two years of accruals. The maximum accrual allowed is fifty (50) days. Furlough days cancelled by the Chief pursuant to Section 2 of this Article will not be subject to the accrual limits in this provision.

- 1 B. To transition to the vacation accruals delineated in Section 4A of this
2 Article, effective November 1, 2014, unit members whose vacation
3 time banks exceed fifty (50) days (412.5 hours) will have their
4 vacation time banks reset to fifty (50) days (412.5 hours). However,
5 on a one time basis, the vacation time accrued, prior to November 1,
6 2014, that exceeds the above referenced maximum will be converted
7 to compensatory time and placed in the unit member's compensatory
8 time bank. All vacation time converted to compensatory time will be
9 governed by the provisions of Article 15, Sections 5 and 8 of the
10 collective bargaining agreement.
11

12
13 **ARTICLE 11**
14 **HOSPITAL & SURGICAL INSURANCE & DEATH BENEFITS**
15 **See Appendix 2 (Memorandum of Agreement 11-7-12)**
16 **EXCEPT for**
17

18 **Section 8: Dental Plan**

19 Effective October 1, 2011, the dental plan shall be the Guardian
20 "DentalGuard Preferred" Plan. Those enrolling in the dental plan shall contribute
21 ten percent (10%) of the cost of the premium on a monthly basis, through payroll
22 deductions.
23

24 **ARTICLE 12**
25 **CLOTHING AND MILEAGE ALLOWANCE**
26

27 **Section 1: Clothing Allowance & Payments**

- 28 A. All Investigators shall be paid an annual \$500 clothing allowance. All
29 other members directed to work in plainclothes shall be paid on a per diem
30 basis. Payment shall be made in the last payroll period of June and
31 December of each year to all members who were directed, in writing, to
32 work in civilian clothing during any part of the preceding six (6) months.
33
34 B. Effective 7/1/01, all members on the payroll on December 1 of each year
35 shall receive an annual uniform accessory allowance of \$500 through the
36 current vendor voucher system to be paid in the first payroll period of
37 December of each year.
38
39 C. Effective December 1, 2007, all members on Long Term Disability, except
40 for those injured in the line of duty, shall not receive the uniform accessory
41 allowance under Article 12, Section 1(b) until they return to duty status, at
42 which time that year's allowance shall be fully restored and must be used
43 by November 30 of that year.
44

45 In no event will allowance be paid at separation from service or carried
46 over to the following year pursuant to this section.
47

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

49 Members who are terminated or who retire before one of the semi-annual
50 payments outlined above will receive the clothing allowance which they are due in
51 their final paycheck.
52

53 **Section 3: Safety Prescription Glasses**

- 54 A. The City will provide and replace as needed safety prescription eyewear
55 when the member presents a prescription for eyewear. All safety

1 prescription eyewear shall conform to ANS Z87.1 and O. S. H. A.
2 Standards.

3
4 B. Members of the unit will be permitted to purchase safety glasses in frames
5 other than the standard frame, provided, however the member shall pay
6 the difference between the cost of the standard frame and the approved
7 frame he chooses.

8
9 C. The Chief will designate at least six (6) frame styles which are consistent
10 with the image of the Rochester Police Department.

11
12 **Section 4: Mileage Allowance**

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

18
19 B. For the working days during which a privately-owned vehicle is used on
20 City business pursuant to subsection (A), the City shall provide a parking
21 space or shall reimburse the member for parking expenses, at the City's
22 option.

23
24 C. Use of a privately-owned vehicle may be made a condition of assignment.
25 However, this requirement shall not apply to assignments in which the
26 member is normally required to make arrests or perform patrol functions.

27
28 D. Notwithstanding (A), (B), and (C) above, the provisions of Special Order
29 No. S-82-74 shall remain in effect.

30
31 E. Members assigned to the SCIS will be provided the use of an Employer-
32 owned vehicle at no cost to the member when there are vehicles available
33 for use that are otherwise used for their assignments.

34
35 **Section 5: Uniforms**

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

40
41 **Section 6: Weapons and Equipment**

42 A. Effective 7/1/93, the City will provide each member with the authorized on-
43 duty weapon. Weapons so purchased by the City shall remain the property of
44 the City. Those members who purchased a weapon for on-duty use on or
45 after July 1, 1993 shall be reimbursed by the City for the actual cost of the
46 weapon.

47
48 B. The City shall provide ammunition, one spare clip, leather goods, and
49 replacements due to loss or destruction in the line of duty, without cost to the
50 member.

51
52 C. The City will repair or replace, without charge, weapons damaged or lost in
53 the line of duty, unless the loss or damage is the result of negligence
54 attributable to the member.

55

- 1 D. Members must obtain a New York State pistol permit on which their duty
2 weapon will be registered.
- 3
- 4 E. Members who resign or who are dismissed from the Department shall retain
5 ownership of their weapon or receive reimbursement for the cost of the
6 weapon at the option of the Chief of Police.
- 7
- 8 F. Members will maintain their weapons in compliance with standards
9 established by the City.
- 10
- 11

12 **ARTICLE 13** 13 **CLOTHING BOARD**

14 **Section 1: Representation**

15 The parties will establish a joint labor-management clothing board with
16 equal representation. Total membership on the board will be no less than six (6) and
17 no more than ten (10).
18

19 **Section 2: Consultation and Recommendation**

20 The Chief of Police will consult with the Board before making decisions
21 relative to clothing and personal equipment issued to members of the unit. The
22 Board may make recommendations to the Chief on matters relating to clothing and
23 personal equipment.
24

25 **Section 3: Meetings**

26 Both parties to this Agreement may request meetings of the Clothing Board
27 to discuss pertinent issues coming under the review of the Board.
28
29
30
31

32 **ARTICLE 14** 33 **EDUCATIONAL BENEFITS**

34 **Section 1: Payment for Courses**

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

44 Payment shall be made as per the following schedule:

45 A. One-half (1/2) of all expenses mentioned above upon presentation of
46 evidence of successful completion of individual courses.
47

48 B. All such expenses previously not reimbursed shall be paid in lump sum
49 upon completion of two (2) years' continuous service from the day of
50 receipt of such degree.
51

52 **Section 2: Educational Incentives**

53 A. The City agrees to provide an educational salary benefit of 5% of the
54 officer's base pay to qualified police personnel and employed recruits
55 starting on the next full payroll period following their successful
56

1 completion of the receipt of an Associate's Degree in Police Science
2 or Criminal Justice, or 6 1/2% of the member's base pay upon receipt
3 of a Bachelor's Degree or a higher degree in any subject. This
4 paragraph applies only to those employees who entered the Police
5 Department prior to April 18, 1979 and who matriculated into such
6 educational programs prior to June 30, 1984.

- 7
- 8 B. Effective July 1, 1995 for those members who do not receive an
9 educational incentive pursuant to paragraph A above, the City agrees
10 to provide an educational salary benefit of 2% of the officer's base
11 pay to qualified police personnel and employed recruits starting on
12 the next full payroll period who hold or attain an Associate's Degree
13 in Police Science or Criminal Justice, or an educational salary benefit
14 of 4% of the officer's base pay to those officers who hold or attain a
15 Bachelor's Degree in any subject. The educational incentive stipend
16 provided herein shall be added to a member's base pay and paid as
17 such.
- 18
- 19 C. Payment of educational incentive will begin in the next full payroll
20 following submission by the member to the Department Personnel
21 Office of sufficient evidence of receipt of the appropriate degree.
22 Such evidence shall be a copy of the degree or a copy of the college
23 transcript noting the award of the degree.
- 24

25 **Section 3: Federal or State Programs**

26 If Federal or State programs exist to pay all or a portion of the educational
27 costs referred to in Section 1, the City will decrease its share appropriately so that
28 100% of the direct educational costs are paid.

29

30 **Section 4: Proportional Payment**

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

36

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

40

41 **Section 5: Procedures**

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

- 44 1. The member shall submit to the Police Chief proof of matriculation
45 from the educational institution, prior to submitting applications for
46 tuition reimbursement.
- 47
- 48 2. Employees shall submit Tuition Reimbursement Applications to the
49 Police Chief no later than two (2) calendar weeks after commencement
50 of any course for which educational reimbursement is sought.
- 51
- 52 3. For courses previously approved for educational reimbursement,
53 employees shall submit to the Police Chief official notification of
54 course grade and receipts for allowed expenses no later than thirty (30)
55 calendar days after receipt by the employee of such notification of
56 grade.
- 57

- 1 4. For degrees specified in Section 1 of this Article, employees shall
2 present official notification from the educational institution of the
3 awarding of such degree no later than thirty (30) calendar days after
4 receipt of the degree. Within thirty (30) days of the expiration of the
5 two (2) years of service from the date of such degree, the member shall
6 submit application for the remainder of expenses to be reimbursed.
7

8
9 **ARTICLE 15**
10 **OVERTIME**
11

12 **Section 1: Overtime Computation**

- 13 A. Except as provided in Section 3, time-and-one-half overtime will be paid
14 for all time worked in excess of eight and one-quarter (8 1/4) hours in
15 one tour of duty and for all time worked on any regular day (R day) off.
16 Any member who works any personal leave day, compensatory, or
17 vacation day, when such days off have been approved at least one week
18 in advance, and when such days off have not been canceled more than 72
19 hours in advance, shall be paid time-and-one-half overtime for time
20 worked on such days.
21
- 22 B. Effective July 1, 1995, all members of the Rochester Police Department
23 shall report for duty 15 minutes prior to their scheduled shift starting
24 time. Such time shall be compensated at the straight time rate in
25 accordance with Section 7(k) of the Fair Labor Standards Act, and shall
26 be added to a member's base pay and paid as such. Members shall either
27 attend Roll Call or be present for assigned duties as directed, during the
28 15 minutes immediately preceding their scheduled daily tour.
29
- 30 C. In those assignments where members do not currently stand Roll Call,
31 effective July 1, 1995, they shall report to duty 15 minutes prior to the
32 start of their scheduled shift starting time to receive updates, review
33 reports and obtain other necessary Department communications.
34

35 **Section 2: Call Backs to Duty**

- 36 A. Except as provided in (B) and (C) below, on all authorized call backs to
37 duty, a minimum of four (4) hours of pay, at the overtime rate, shall be
38 provided.
39
- 40 B. Except as provided in (C) below, for all authorized, scheduled overtime
41 for administrative meetings only, when a member has been given at least
42 48 hours' notice, a minimum of three (3) hours of pay, at the overtime
43 rate, shall be provided.
44
- 45 C. For overtime worked when a member is held over after the end of the
46 regular tour of duty or when overtime is scheduled, at least 48 hours in
47 advance, contiguous to and prior to the regular tour of duty, overtime shall
48 be paid for time worked.
49

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

- 51 A. All members who are required to report to City, County, Family, Supreme,
52 Federal Court, Grand Jury Proceedings, Professional Standards Section
53 interviews, District Attorney interviews, Corporation Counsel interviews,
54 or quasi-judicial administrative agencies during off-duty hours as a result
55 of the performance of their official duties shall be compensated at time-
56 and-one-half with a minimum of two (2) hours.

1 Notwithstanding the above, those working 3rd platoon who are required to
2 report to a PSS interview prior to their regular tour of duty shall be paid
3 overtime only for the time from the scheduled start of the interview until
4 the employee's regular 3rd platoon starting time.

5
6 B. All members who are required to report to In-Service Training scheduled
7 on off-duty hours shall be compensated at time-and-one-half with a
8 minimum of two (2) hours.

9
10 C. All members who are required to transfer evidence during non-duty hours
11 shall be paid a minimum of one and one-half (1 1/2) hours at time-and-
12 one-half.

13
14 D. All members who are assigned to training as trainees or trainers shall
15 assume the "R" day schedule of the training assignment without the
16 payment of overtime.

17
18 **Section 4: Members' Option on Compensatory Time**

19 A. Members of the bargaining unit will have the option of accruing
20 compensatory time in lieu of overtime payment, provided, however, that no
21 member, except as provided in Paragraph B, will be credited with
22 compensatory time in excess of 360 hours. Compensatory time will be
23 earned and computed at the same rate as is overtime pay.

24
25 B. Effective January 1, 1996, no member who works a 5-2 schedule will be
26 credited with compensatory time in excess of 416 hours.

27
28 **Section 5: Payment for Compensatory Time**

29 A. All members shall be allowed to receive cash payment for earned
30 compensatory time above 280 hours and up to 360 hours of accumulated
31 compensatory time. Such payment shall be made at the member's base
32 salary, plus educational incentive, if applicable.

33
34 B. Effective January 1, 1996, all members who work the 5-2 schedule shall
35 be allowed to receive cash payment for earned compensatory time above
36 280 hours and up to 416 hours of accumulated compensatory time. Such
37 payment shall be made at the member's base salary, plus educational
38 incentive, if applicable. Members who are assigned to a 5-2 work
39 schedule, and who accumulated more than 360 hours of compensatory
40 time, and who are subsequently changed to work a 4-2 schedule, shall
41 maintain all of the accumulated hours of compensatory time until the next
42 payment period as defined in paragraph C of this section at which time the
43 member's bank will be reduced to 280 hours and the member will be paid
44 for all compensatory time that was removed from the compensatory time
45 bank. During this period when the member is assigned to a 4-2 work
46 schedule, and prior to October 1 of that year, the member will not be
47 allowed to add compensatory time to his bank above 360 hours unless he
48 is reassigned to a 5-2 work schedule.

49
50 C. Payments for compensatory time shall be paid only on or before October
51 1 each year, provided that the member has requested such payment on or
52 before September 1 of that year. Payment will be based on compensatory
53 time earned through the last full pay period in August of that year.

1 **Section 6: Special Events Overtime**

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

4
5 **Section 7: Trading Time**

6 Members shall be allowed to "trade time" with another member of the same
7 rank, in the same section and same assignment, under the following conditions:

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

31
32 **Section 8: Compensatory Time Procedures**

- 33 A. The use of all compensatory time off, except as provided in paragraph E
34 herein, shall be preceded by a member's written request submitted to the
35 member's supervisor. Requests shall be submitted a minimum of seven (7)
36 days in advance. The supervisor must respond in writing within forty-eight
37 (48) hours of receipt of the request. The supervisor shall approve the
38 request unless approval would unreasonably interfere with the ability to
39 provide police services. Payment of overtime shall not be the sole factor for
40 denial of the initial request for compensatory time but may be a factor for
41 denial of subsequent requests within the same platoon or section. If the
42 request is not granted, then the supervisor shall articulate the reason(s) for
43 the denial.
 - 44 B. Requests shall be considered according to the order in which they were
45 received, considering the earliest request first.
 - 46 C. In the event that two or more members submit a request on the same day,
47 for the same period, then the member who is more senior shall have his
48 request considered first.
 - 49 D. Upon approval or denial, the Union and the Office of the Chief shall be sent
50 a copy of the request form.
 - 51 E. Requests for use of compensatory time made with less than seven (7) days
52 advance notice are not covered by this Section and shall continue to be
53 addressed in accordance with current Department practice.
- 54

Section 9: Distribution of Overtime

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

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

**ARTICLE 16
LEAVE DUE TO DEATH IN FAMILY**

Section 1: Immediate Family

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

Section 2: Other Relatives

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

Section 3: Regular Days Off

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

Section 4: Official Notice

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

**ARTICLE 17
CALCULATION OF ECONOMIC BENEFITS**

Section 1: Calculation Rate

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

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

Section 2: Severance Pay

- A. In the event that a member of the Unit retires, dies or otherwise terminates service with the City of Rochester, Severance Pay shall be paid for all unused vacation time, not to exceed forty (40) days, and all

1 accrued overtime (compensatory time), not to exceed fifty-one (51)
2 days.

- 3
4 B. Payment shall be made upon retirement, death or other termination of
5 services for all accrued holiday time.
6

7
8 **ARTICLE 18**
9 **WORK SCHEDULE**
10

11 **Section 1: Work Week**

- 12 A. Except as provided in subdivision B, effective with work cycles
13 beginning on and after 1/1/96, all members working assignments on a
14 5-2, 4-2, 4-2 work wheel will work a 4-2 non-rotating schedule. Until
15 work cycles ending on and after 1/1/96, members will continue to work
16 a 5-2, 4 2, 4-2 work wheel.
17
18 B. Notwithstanding any provision of this section, members working
19 assignments on a 5-2 work schedule will continue to work a 5-2 work
20 schedule.
21
22 C. Members may be assigned to a work schedule that consists of five (5)
23 days of duty followed by two (2) consecutive days off provided that
24 the consecutive days off are either Friday-Saturday, Saturday-Sunday,
25 or Sunday-Monday. All shifts shall be on a non-rotating basis,
26 commonly referred to as a 5-2 schedule.
27
28 D. Effective 1/1/96, all members working a 5-2 schedule shall receive
29 136 hours per year, pro rata, in compensatory time, added to
30 compensatory time banks quarterly, for working the 5-2 schedule.
31
32 E. Effective 7/1/95, all members shall work an 8.25 hour tour which includes
33 a 15-minute pre-shift Roll Call or other duties as assigned for officers not
34 assigned to patrol.
35
36 F. Any vacant non-patrol position or assignment may be changed from a 5-2
37 or 4-2 schedule and may be changed to any existing platoon upon the
38 posting of the vacant non-patrol position or assignment.
39

40 **Section 2: Split Shifts**

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

51 **Section 3: Work Hours**

- 52 A. All employees shall be scheduled to work a regular tour of duty which
53 shall have a regular starting time and regular quitting time. Except as
54 otherwise provided in this Section, all hours worked outside the regular
55 tour of duty shall be compensated for pursuant to Article 15 of this
56 Agreement.

- 1 B. The Employer may change the regular starting and quitting time of a
2 position due to deployment needs, as follows:
 - 3 1. The change in starting and quitting times does not exceed two
4 (2) hours.
 - 5 2. The change shall be effective for a period not to exceed eight (8)
6 consecutive workdays.
 - 7 3. Written notice is provided to affected employees and the Union
8 at least forty-eight (48) hours in advance.
- 9
10 C. The Tactical Unit, the Special Criminal Investigation Section, and all
11 fourth platoons shall be exempt from A and B above, with reasonable
12 advance notice, when there is a demonstrated need to re-deploy
13 manpower. However, the movement of 4th platoon staff to cover for
14 routine and normal absences, such as illness, vacations maternity leaves or
15 other approved leaves of absences of officers on other platoons, is not a
16 demonstrated need to re-deploy manpower.
- 17
18 D. Captains and Section or Unit Commanders may have their starting and
19 quitting times changed upon advance notice of at least forty-eight (48)
20 hours, or at their individual request, subject to supervisory approval,
21 without incurring any overtime compensation unless they work more than
22 41.25 hours in a work week.
- 23
24 E. Temporary assignments to the Professional Development Section shall be
25 exempt from the provisions of subdivision B above, except that written
26 notice to the affected employee and the Union shall be given forty-eight
27 (48) hours in advance.
- 28
29 F. An employee may request in writing, for good cause, to temporarily
30 change his/her regular starting and quitting time with the approval of the
31 Chief or his designee, and with the consent of the Union President. Such
32 consent shall not be unreasonably withheld and/or delayed.
- 33
34 G. The provisions of Article 15 do not apply when the City acts in accordance
35 with subdivisions B, C, D, E and F above, Article 19 and Article 20,
36 Section 2(B), of this Agreement.
- 37
38 H. Sergeants and Lieutenants newly assigned to a Patrol Section may, at the
39 discretion of the Commanding Officer, rotate through any and all platoons
40 for four (4) consecutive work days on each platoon, during the first thirty
41 (30) days of the new assignment. All newly assigned Sergeants and
42 Lieutenants shall be advised of such rotation schedule upon arrival at the
43 new assignment. Such rotation schedule shall not be utilized to avoid the
44 payment of overtime.
- 45
46 I. School Resource Officers (SRO's) shall work the hours which conform to
47 the daily school schedule to which they are assigned.
- 48
49 J. The City will not be required to pay overtime under the provisions of
50 Article 15, Section 1.A of this Agreement for voluntary training
51 opportunities of one, two or three days duration that require attendance on a
52 member's regularly scheduled R-day.
 - 53 1. A member seeking a voluntary training opportunity as described
54 above will utilize PH/PW (trading R-day) rather than being paid
55 overtime for attending voluntary training on the member's R-day.
56

- 1 2. For purposes of this Section, "voluntary training opportunities"
2 includes, but is not limited to, training associated with a member's
3 voluntary position on specialized teams, which include the
4 Emergency Task Force (ETF), Crisis Negotiation Team (CNT),
5 Bomb Squad, the SCUBA Squad, and Grenadiers.
- 6
- 7 3. PH/PW cannot be utilized for regular Department-wide training.
- 8
- 9 4. PH/PW may also be utilized for voluntary training opportunities
10 sponsored by the Locust Club provided such training is approved
11 by the Chief or the Chief's designee.
- 12
- 13 5. The PH/PW must be used in the same pay period in which the
14 training takes place.
- 15
- 16 6. In the event that a member is denied a voluntary training
17 opportunity, the member or the Union may request an articulated
18 reason from his/her supervisor that will be completed within five
19 (5) business days. A denial of a voluntary training opportunity will
20 not be grievable under Article 27 of this Agreement.

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

23 CPOs may have their starting and quitting times changed upon advance
24 notice of at least forty-eight (48) hours, subject to supervisory approval,
25 without incurring any overtime compensation unless they work more than
26 41.25 hours in a work week.

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

30 **Section 4: Relief Schedule**

- 31 A. The City may, at its option, assign one unit member to the Relief schedule
32 in the following sections:
 - 33 1. Staff Duty
 - 34 2. Technical Services Section
 - 35 3. Downtown
- 36
- 37 B. The relief schedule shall consist of a 4-2 schedule, where the member
38 works two (2) tours on the 3rd platoon, immediately followed by two (2)
39 tours on the 1st platoon.
- 40
- 41 C. The relief schedule shall be an exception to Section 3(A) of this Article and
42 no premium pay for changing shifts shall apply.
- 43
- 44 D. All members assigned to the relief schedule shall be paid the appropriate
45 shift adjustment according to Article 3, Section 6.
- 46
- 47 E. All members assigned to the relief schedule shall receive one hundred
48 fourteen (114) hours per year, pro rata, in compensatory time, added to
49 compensatory time banks quarterly, for working the relief schedule.
- 50
- 51
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Section 5: 5th Platoon

- A. Effective 7/1/2000, the Department may create and institute a 5th platoon schedule in each of the Patrol Sections to respond to calls for service and to perform patrol functions.
- B. The starting hours of such 5th platoon shall commence no earlier than 8:00 a.m. and shall consist of the standard 8.25 hour workday on the 4 on, 2 off schedule.
- C. The initial starting time of the 5th platoon in each Patrol Section may be initially determined unilaterally by the City, subject to the 8:00 a.m. start time limitation. The work schedule and the work hours of the 5th platoon in each Patrol Section shall be subject to the provisions contained in Article 18 of this Agreement.

**ARTICLE 19
TRANSFERS**

Section 1: Definitions

A. Transfers

- 1. A transfer shall be defined as the change of assignment from one section to another section, or from one division to another division. Changes of assignment made within the Criminal Investigation Section, except for Police Officers assigned to the Technicians Unit and License Investigation Unit or the Special Investigation Section will not be considered transfers.
 - 2. A permanent change in platoon assignment shall be considered a transfer when it exceeds 60 days in duration.
- B. A temporary assignment shall not be for more than 60 days in duration at which time it shall become a change of assignment subject to this Article. However, temporary transfers may be made to PDS for the sole purpose of conducting backgrounds, for a period of up to six months. The positions shall be posted to determine interest; the employer shall make selections at its discretion; the employees shall be returned to their original position upon completion of the temporary assignment, or if the member is selected for another position pursuant to the provisions contained below.”
- C. Temporary transfers to limited duty assignments due to disabilities may be extended for the duration of the disability. Such reassignments shall not result in eligibility for overtime payment in accordance with Article 18, Section 3 (A) of this Agreement.
- D. Realignment transfer is a permanent transfer among Patrol Sections with no change of platoons. Realignment transfer pertains to the rank of Police Officer in the Patrol Sections only. Members on a 5-2 work wheel subject to a realignment transfer shall retain a 5-2 work wheel.
- 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

1 assignment period status for a period of ten (10) months from date of
2 hire with the City of Rochester.

- 3
- 4 3. During temporary assignment period status as referenced in 1. and 2.
5 above, Police Officers may, with at least fourteen (14) days advance
6 notice, be reassigned to different patrol sections, different platoons or
7 both, for a period of at least ninety (90) days.
- 8
- 9 4. Reassignment under the provisions of this subsection will not be
10 considered as a transfer within the meaning of Article 19 and
11 therefore, the provisions of Article 15 and Article 18 do not apply. In
12 addition, reassignments under this subsection will not be deemed to be
13 involuntary transfers.

14

15 **Section 2: Involuntary Transfers**

- 16 A. The Chief of Police, or his designee, shall maintain the right to transfer
17 employees when necessary to meet legitimate operating needs of the
18 Department. Transfers shall not be made for punitive reasons except
19 when done as a result of discipline in accordance with Article 20,
20 Section 2(B) of this Agreement.
- 21
- 22 B. An employee subject to a transfer under paragraph A above, upon written
23 request given to the Section Commander within five (5) days of the
24 notice of transfer, shall receive within five (5) days of such request a
25 written statement as to the specific reason for such transfer. This
26 statement shall be binding on the City.
- 27
- 28 C. All transfers made under this Section shall be subject to grievance and
29 arbitration pursuant to Article 27 of this Agreement, and any grievance
30 alleging a transfer made in violation of this Section may be filed directly
31 at Step C of the grievance procedure within five (5) days of receipt of the
32 written statement provided pursuant to paragraph (B) above.
- 33
- 34 D. In any arbitration proceeding alleging a transfer made in violation of this
35 Section, the City shall go forward and show legitimate operating needs
36 for the transfer.
- 37
- 38 E. The Chief shall have the right to transfer any Captain for programmatic
39 reasons. Such transfer shall not result in the obligation to pay overtime
40 for changes in work hours or schedules that occur as a result of the
41 transfer. Such transfer shall be grievable only by the Captain individually
42 and shall be heard by an arbitrator pursuant to Article 27, Section 4.

43

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

- 45 A. Unless a transfer is made for a specifically identified operating need under
46 Section 2, paragraph A above, or as provided in paragraph F below,
47 whenever the City desires to permanently fill a new position or vacancy
48 within the bargaining unit, notice will be made by teletype and/or Daily
49 Bulletin, and posted to inform members for a period of ten (10) calendar
50 days.
- 51
- 52 B. All announcements of new positions or vacancies will specify the
53 qualifications and criteria established for the position or vacancy by the
54 Chief of Police or his designee.
- 55

- 1 C. Members may apply for consideration for a new position or vacancy
2 posted under this Section. Requests will be considered department-wide.
3
4 D. No new position or vacancy may be filled during the ten (10) day posting
5 period except on an acting basis when necessary as a result of emergency
6 or to replace a transferred or promoted member. Members who submit
7 requests after the ten (10) day posting period will not be considered.
8
9 E. New positions or vacancies shall be filled as provided in Section 4 of this
10 Article. Nothing in this Section shall be construed as requiring the filling
11 of new positions or vacancies.
12
13 F. New positions or vacancies which exist in the positions specified as
14 exceptions in Article 2, Section 1, are not subject to this Section. No unit
15 member may be involuntarily transferred to any position specified as an
16 exception in Article 2, Section 1.
17

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

- 19 A. The establishment of qualifications and criteria for new positions or
20 vacancies shall be solely the responsibility of the Chief of Police or his
21 designee.
22
23 B. Unless the new position or vacancy is filled by a transfer made pursuant
24 to Section 2 of this Article, or pursuant to Section 3(F) of this Article,
25 new positions or vacancies posted pursuant to Section 3 of this Article
26 shall be filled by a member who has applied for such new position or
27 vacancy, and who meets the qualifications and criteria established for
28 such new position or vacancy. In determining who shall be selected for a
29 new position or vacancy, the Chief of Police, or his designee shall select
30 the most senior candidate, if all other factors relative to the candidate's
31 ability to perform the duties of the position are equal. It is the
32 responsibility of the candidate seeking the position to demonstrate that he
33 possesses the qualifications for the position or vacancy.
34
35 C. Any candidate not selected shall be entitled to a written statement as to
36 the reasons for non-selection, upon written request to the command
37 responsible for the final selection.
38
39 D. Selections made under this Section shall be subject to the grievance and
40 arbitration procedure contained in Article 27 of this Agreement, upon a
41 grievance filed by a candidate who was not selected in favor of a less
42 senior candidate. In any arbitration proceeding alleging a violation of
43 this Section, the burden of proof shall be upon the City to establish that
44 all other factors were not equal when selecting the less senior candidate.
45

46 **Section 5: Maintenance of Seniority**

47 When a member is reassigned or transferred pursuant to this Article, there
48 shall be no loss of seniority.
49

50 **Section 6: Voluntary Assignment Rotation**

- 51 A. The City may offer members the opportunity for voluntary assignments
52 within the Department for career development. These assignments will
53 not exceed three (3) months in duration, unless a longer period is agreed
54 to by the parties. These assignments are designed for career
55 development purposes and are not permanent. A voluntary assignment
56 will not be considered a "transfer" within the meaning of Article 19 of

1 this Agreement. Members who are selected for an assignment may have
2 their work hours and schedule changed for the duration of the voluntary
3 assignment rotation, and the provisions of Article 15 and Article 18 of
4 this Agreement do not apply.

5
6 B. When the Department elects to offer a voluntary assignment rotation
7 opportunity, it will post the assignment for interest and state the
8 minimum requirements. Selection for voluntary assignment rotation
9 opportunities of the members who meet the posted minimum
10 requirements will alternate as follows:

- 11 1. The Chief of Police will make the first selection at his sole
12 discretion.
- 13 2. The next selection will be of the most senior member
14 applying for the voluntary assignment.

15
16 C. Voluntary assignment rotations to S.I.S. of Police Officers is to provide
17 training and experience that will enhance their knowledge and
18 experience of street level drug enforcement for their uniform patrol
19 assignment.

20
21 D. Upon completion of the voluntary assignment rotation, the member will
22 be returned to his/her original position or another position for which the
23 member has been selected pursuant to the provisions of this Article.
24

25
26 **Section 7: Administrative Assignment Pending Investigation**

27 A. In the event a member becomes the subject of a criminal and/or PSS
28 investigation involving an allegation of conduct that could constitute a
29 criminal offense, the Chief of Police may elect to temporarily place the
30 member in an administrative assignment that does not include police
31 enforcement duties. Such assignment may not exceed sixty (60) days in
32 duration unless the Union and the member agree to a longer period of
33 time. This temporary administrative assignment will not be considered a
34 "transfer" within the meaning of this Article.

35
36 B. The member's regular work hours and work schedule may not be
37 changed for a temporary administrative assignment unless the Union and
38 the member agree to different work hours and/or a different work
39 schedule. If the Union and member agree to different work hours and/or
40 a different work schedule, the provisions of Article 15 and Article 18 of
41 this Agreement will not apply.

42
43 C. Upon completion of the temporary administrative assignment, the
44 member will be returned to his/her original position, or another position
45 for which the member has been selected pursuant to the provisions of this
46 Article, or such other assignment that results from discipline imposed
47 under Article 20 of this Agreement.
48

49 **Section 8: Realignment Transfer**

50 A. Effective calendar year 2016, the Chief of Police or his designee may
51 realign the number of Police Officers assigned to the various Patrol
52 Sections and Platoons once each calendar year. This realignment shall
53 be done in accordance with the following procedure:

- 54 1. The Chief of Police will determine the desired Police
55 Officer staffing deployment levels in the Patrol Sections by
56 platoons.

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- 2. The first attempt to achieve the desired staffing deployment level will be by posting and filling the assignments in accordance with this Article.
- 3. Upon completion of the posting and assignment process, if the desired staffing deployment levels are not reached, the necessary personnel moves will be made by inverse seniority.
- 4. A Department reorganization cannot be the basis for a realignment transfer.

**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.

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

1 event the parties cannot agree to a panel, the neutral shall be selected by
2 the Appointing Authority from a list of such neutrals maintained by the
3 American Arbitration Association regional office in Syracuse, New
4 York. The costs and expenses of such neutral Hearing Officer shall be
5 paid by the City, and the Hearing Officer shall conduct a hearing
6 pursuant to Section 75 of the Civil Service Law and shall forward his/her
7 Findings and Recommendations to the Appointing Authority for decision
8 in accordance with the provisions of Section 75.

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

54
55 **Discipline Guidelines and Classification of Penalties - see Appendix 1**
56

1 **Section 2: Command Discipline**

- 2 A. Notwithstanding the provisions of Section 75 and Section 76 of the Civil
3 Service Law, or Section 1 of this Article, Section Commanders,
4 regardless of rank, or any command officer holding the rank of Major or
5 higher, may impose discipline for minor violations of the Rules &
6 Regulations and General Orders of the Department.
- 7
- 8 B. Discipline imposed through command discipline shall be one of the
9 following: Letter of reprimand; suspension without pay for a maximum
10 of three (3) days; requirement to work up to three "R-Days" without
11 additional pay; reimbursement up to \$100 of the value of the property
12 which is intentionally or negligently damaged or lost by a member;
13 successful completion of a driver training program; or transfer.
- 14
- 15 C. When command discipline is imposed, the member shall:
- 16 1. accept the commander's disciplinary findings and punishment; or
 - 17 2. accept the commander's disciplinary findings and appeal the
18 punishment to the Command Discipline Appeal Board, the
19 determination of which shall be final; or
 - 20 3. refuse the commander's disciplinary findings and punishment
21 and elect disciplinary proceedings pursuant to Section 75 of the
22 Civil Service Law.
- 23
- 24 D. The Command Discipline Appeal Board shall consist of two (2)
25 command officers appointed by the Chief of Police and the President of
26 the Locust Club or an elected Club officer designated by him.
- 27
- 28 E. Disciplinary determinations made under this Section shall be governed
29 only by these procedures and shall not be subject to the grievance
30 procedure set forth in Article 26 of this collective bargaining agreement
31 or appealed in any other manner, including a proceeding under Article 78
32 of the CPLR, or the Civil Service Law. This subdivision shall not be
33 interpreted to preclude the member from utilizing the procedure set forth
34 in subdivision C(3) of this Section.
- 35
- 36 F. No command discipline shall be commenced under this Section more
37 than ninety (90) days after the occurrence of the alleged misconduct.
- 38
- 39 G. The record of any command discipline shall be removed from a member's
40 personnel record after the member has had no other discipline imposed
41 for a period of one year, and will not be used against the member
42 thereafter. Upon request of the member, such written records shall be
43 destroyed or returned to him.
- 44
- 45 H. Upon the member accepting the commander's disciplinary findings and
46 punishment, or upon the determination of the Command Discipline
47 Appeal Board, the appointing authority may under no circumstances
48 overrule the punishment imposed or impose further discipline for the
49 same violation.
- 50

ARTICLE 21
MEMBERS RIGHTS

Section 1: Access to Personnel File

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

- 1 2. Any member or former member of the Rochester Police Department shall
2 have the opportunity to review his or her own history record maintained by
3 the Professional Standards Section of the Rochester Police Department,
4 upon written request, at a time and in a manner to be reasonably established
5 by the Professional Standards Section, provided that nothing contained
6 herein shall give any member or former member the right to review the
7 history record of an investigation pending at the time of such review if the
8 member or former member has not yet been notified of the investigation,
9 nor the right to review any record relating to any investigation by the
10 Professional Standards Section other than the history record.

11
12
13 **ARTICLE 22**
14 **SENIORITY**

15
16 **Section 1: Police Officers & Investigators**

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

- 18 A. Date of appointment as a member of the Rochester Police
19 Department
20 B. Position on Civil Service list from which the member was appointed
21 C. Prior BMP Certification
22 D. Overall standing in the City of Rochester sponsored Academy Class
23 E. Date of hire as a Police Officer in the member's previous Police
24 Department
25 F. Police Chief's discretion.

26
27 **Investigator** seniority shall be based upon:

- 28 A. Date of assignment or appointment as an investigator, whichever
29 occurs first
30 B. Position on the merit testing or Civil Service list from which the
31 member was appointed
32 C. Length of service as a City of Rochester Police Officer
33 D. Position on Civil Service list from which the member was appointed
34 to the Rochester Police Department
35 E. Total length of service as a Police Officer
36 F. Standing in the City of Rochester Police Academy class
37 G. Discretion of the Police Chief

38
39 **Section 2: Commanding Officers**

40 Commanding officers' seniority shall be based upon:

- 41 A. Date of promotion into rank
42 B. Position on the Civil Service list
43 C. Length of service as a City of Rochester police officer
44 D. Total length of service as a police officer
45 E. Standing in the City of Rochester Police Academy class
46 F. Discretion of the Police Chief

47
48 **Section 3: Current List**

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

52
53 **Section 4: Reinstated Employees**

54 A member of the unit who leaves Rochester Police Department
55 employment, and who is subsequently reappointed to the department in accordance
56 with Civil Service Law, shall have his/her seniority calculated from the original

1 date of appointment, less the time that the member was not an employee of the
2 Rochester Police Department. The member shall receive his/her seniority based
3 upon original date of appointment, and adjusted for time not employed by the
4 Department, after one year of continuous service from the date of reappointment.
5
6

7 **ARTICLE 23**
8 **OUT-OF-TITLE WORK**
9

10 **Section 1: Compensation**

11 When a member of the unit is assigned by competent authority to work out-
12 of-title at the rank higher than his regular rank, he shall be compensated for working
13 in the position for the time worked on a "per diem" basis which shall reflect the
14 difference between his regular salary and the salary which he would receive if
15 promoted regularly to the higher title. The subject of excessive out-of-title work is a
16 valid labor management discussion item.
17

18 **Section 2: Method of Payment**

19 Payment for out-of-title work shall be made in the payroll period following
20 the payroll period in which the out-of-title work was actually worked.
21

22 **Section 3: Selection for Out-of-Title Work**

- 23 A. Officers shall be assigned to out-of-title work within the Section and
24 Platoon by the Police Chief or Commanding Officer by utilizing the
25 following criteria: position on current promotional list, work experience
26 and quality of work.
27 B. If work experience and quality of work are equal in the judgment of the
28 Police Chief or Commanding Officer, preference will be given to the
29 officer highest on the promotional list, or in the absence of a promotional
30 list, seniority will replace position on the promotional list placement.
31 C. The Police Chief at his discretion may appoint Police Officers to out-of-
32 title and/or temporary Investigator positions in the Special Investigation
33 Section who have specific knowledge, skills and abilities in order to
34 address specialized investigations. Officers assigned under this provision
35 will assume 4th platoon hours for a period not to exceed three months.
36 D. Appointments under this Section shall not entitle the member to overtime
37 pay in accordance with Article 18, Section 3(A).
38
39

40 **ARTICLE 24**
41 **CIVIL SERVICE PROCEDURE**
42

43 **Section 1: Duration**

44 The Police Chief agrees not to request an extension beyond two (2) years
45 for any Civil Service List for promotion.
46

47 **Section 2: Scheduling of Tests**

48 The Police Chief agrees to request the Civil Service Commission to adopt a
49 policy of holding promotional examinations at least 60 days before expiration of
50 existing promotional lists.
51

52 **Section 3: Physical Standards**

53 The Police Chief agrees to request the Civil Service Commission to publish
54 physical standards for appointment and promotion.
55

1 **Section 4: Standards**

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

5
6 **Section 5: Promotional Vacancies**

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

10
11 **Section 6: Civil Service Investigator Examination**

12 The City agrees to establish without delay a Civil Service Investigator examination.
13 Further, the City intends to make promotions to the rank of Investigator within two years.
14
15

16
17 **ARTICLE 25**
18 **LEAVES OF ABSENCE**
19

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

21 Leave of absence without pay up to the time limitations of the New York
22 Civil Service Law in effect at the time may be obtained subject to the approval of
23 the Appointing Authority.
24

25 An employee on an unpaid leave of absence shall notify the Appointing
26 Authority at least two (2) weeks in advance of his intent to return to active duty.
27 Failure to give such notice will result in termination of employment.
28

29 **Section 2: Educational Leave**

30 A leave of absence without pay may be obtained as an educational leave
31 subject to the approval of the Appointing Authority if such is for the purpose of
32 acquiring educational training which will increase the efficiency and usefulness of
33 the employee to the Police Department.
34

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

36 Leaves of absence other than those provided by Sections 1 and 2 above
37 will not be granted and will result in termination of service.
38
39

40 **ARTICLE 26**
41 **RELEASE TIME FOR CLUB BUSINESS**
42

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

44 The City agrees to place one member on release time, up to a maximum of
45 2,000 hours per contract year, for the purpose of conducting official Club business.
46 The Club President shall determine which member shall be released and shall
47 notify the Chief of Police after the determination has been made at least one (1)
48 week prior to the commencement of such release time, specifying the period or
49 periods of such release time.
50

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

52 A. The City agrees to place the President of the Rochester Police Locust
53 Club on full, detached duty with full pay and all benefits commensurate
54 with his rank and assignment. The President shall not be assigned any
55 regular police duties unless an emergency is declared. He shall be
56 eligible to participate in any scheduled, voluntary overtime program and

1 any Special Events detail, at which time he shall be subject to all Rules,
2 Regulations and General Orders of the Department. While on release
3 time, the President shall perform the duties related to representation of
4 members of the Union and consistent with the duties and responsibilities
5 of the Union President.

6
7 B. The member released from duty pursuant to this Section shall not suffer
8 any loss of salary or benefits.

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

23
24 **Section 3: Release Time for the State P.B.A. Convention**

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

28
29 **Section 4: Release Time for Regular and Special Club Meetings**

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

33
34 **Section 5: Release Time for Negotiation Committee**

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

38
39 **Section 6: Release Time for Election Commissioners**

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

43
44 **Section 7: Designation of Club Representatives**

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

52
53 **Section 8: Executive Board Members**

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

Section 9: Executive Officer Release Time

- A. The City agrees to place one member, who shall be an elected officer of the Union and so designated by the Union President, on full, detached duty with full pay and all benefits commensurate with his rank and assignment. This member shall not be assigned any regular police duties unless an emergency is declared. He shall be eligible to participate in any scheduled voluntary overtime program and any Special Events detail at which time he shall be subject to all Rules, Regulations and General Orders of the Department. While on full release time, this member shall perform the duties related to his elected Union office and other general Union duties as assigned by the Union President.
- B. The Union President shall determine which elected officer of the Union shall be designated for full release pursuant to this Section and shall notify the Chief of Police of such designation at least thirty (30) days prior to the commencement of the release time. Any member placed on full release time pursuant to this Section shall not suffer any loss of salary or benefits.
- C. Although the member designated to be on full, detached release duty may work irregular hours and have an irregular work schedule at the member's discretion, for the purpose of determining his pay, he shall be considered to be assigned to a 2nd platoon position with a 5-2 work schedule with Saturday and Sunday as his regular "R" days. It is also understood that this member may change his regular days off, but if he does so to perform the duties related to his Union office, he will not be paid overtime for working a scheduled "R" day. However, this member will be eligible for overtime pursuant to the provisions of this Agreement if he performs police duties on a regular "R" day at the direction of a competent police authority. When working such overtime, this member will not conduct Union business and will report and respond to competent police command authority, unless relieved to respond to emergent Union duties.

**ARTICLE 27
CONTRACT ADMINISTRATION**

Section 1: Definitions

- A. Grievance - the term "grievance" shall be defined as a dispute between the parties to this Agreement, involving the interpretation or application of any provisions of this Agreement.
- B. Days - the term "days" when used in this Article shall, except where otherwise indicated, mean working days on a Monday through Friday basis.

Section 2: Procedure

- A. It is important that grievances be processed as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits given below may be extended.
- B. Failure at any step of this procedure to communicate to the Club the decision on a grievance within the specified time limits shall permit the Club to proceed to the next step of the grievance procedure. Failure to announce an appeal of a grievance to the next step within the specified time limits shall terminate the grievance.

- 1 C. In case of Group, Policy or organization type grievance, the grievance
2 may 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
10 party 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
13 present the grievance orally to the immediate supervisor and the
14 commanding officer of the aggrieved within fifteen (15) working days.
15 An oral decision by the commanding officer must be presented to the
16 Club representative within three (3) working days of receipt of the oral
17 grievance. No resolution of a grievance at this step shall constitute a
18 binding precedent.

19

20 Step B:

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

30

31 Step C:

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

42

43 Step D:

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

50

51 **Section 4: Arbitration**

- 52 A. An arbitration proceeding shall be conducted by an arbitrator designated
53 and pursuant to rules agreed upon in accordance with this subdivision.
54 Within thirty (30) days of the execution of this Agreement, the parties
55 will:

1 1. Select and maintain a panel of mutually acceptable arbitrators
2 who shall serve for the duration of the Agreement. Such panel
3 shall consist of not fewer than four (4) arbitrators. The
4 arbitrators shall be initially listed in alphabetical order and shall
5 be designated on a rotating basis to arbitrate individual cases.
6 Arbitrators shall be replaced by mutual agreement in the event
7 of resignation or any other inability to serve.

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

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

19
20 D. The arbitrator's decision shall be in writing and will set forth his findings
21 of fact, reasoning and conclusions on the issues.

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

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

37
38 The parties shall equally share the expense of the arbitrator's copy.

39
40
41
42 **ARTICLE 28**
43 **GRIEVANCE COMMITTEE AND REPRESENTATION**

44
45 **Section 1: Club Representatives**

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

51
52 **Section 2: Representative Pursuance**

53 A representative or alternate will be permitted to leave his work in
54 pursuance of a grievance, conditions permitting, as determined by the
55 representative's commanding officer, during the representative's normal working
56 hours. If the representative's commanding officer determines that conditions do not

1 permit absence during that representative's regular working hours, the grievance
2 shall be pursued upon completion of the representative's tour of duty.

3
4 **Section 3: Release from Assignment**

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

10
11 **Section 4: Representative with Grievance**

12 Any representative having an individual grievance in connection with his
13 own work may ask for an officer of the Club to assist him in adjusting the grievance
14 with the commanding officer.

15
16
17
18 **ARTICLE 29**
19 **POLICE LABOR-MANAGEMENT COMMITTEE**

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

28
29 Any expenses pursuant to said meetings shall be equally borne by the
30 parties to this Agreement.

31
32
33 **ARTICLE 30**
34 **GENERAL PROVISIONS**

35
36 **Section 1: Applicable Laws**

37 It is understood and agreed by both parties that the benefits conferred by
38 this Agreement are subject to the applicable provisions of Law and to the
39 appropriation of funds by City Council.

40
41 **Section 2: Savings Clause**

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

47
48 **Section 3: Contract Modification**

49 No amendment or alteration of this Agreement shall be binding unless it is
50 in writing and signed by the Mayor or his representative and by a duly authorized
51 representative of the Locust Club, Inc., as determined by the by-laws of the Locust
52 Club.

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

2 All portions of any Rules, Regulations and General Orders of the
3 Department pertaining to the terms and conditions of employment shall be changed
4 through the process of collective negotiations. In the event the City desires to so
5 change such a Rule, Regulation or General Order, it shall give notice thereof to the
6 Club. The parties shall thereafter negotiate collectively over such proposed
7 change(s). If, as a result of the collective negotiations, the parties arrive at impasse,
8 the matter shall be resolved through arbitration, as that procedure is set forth in
9 Article 27, Section 4, of this Agreement.

10
11 **Section 5: Printing of Contract**

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

18
19 **Section 6: Police Vehicles**

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

21
22 **Section 7: Lounge**

23 The City will continue to provide a police officers' lounge in the Public
24 Safety Building for members of the Unit subpoenaed to Court.

25
26 **Section 8: Defense and Indemnification of Police Officers**

- 27 A. The City shall pay reasonable and necessary attorney's fees at rates
28 prevailing in the local legal community, disbursements and litigation
29 expenses incurred by a police officer in his defense in a criminal
30 proceeding in a state or federal court arising out of any alleged act or
31 omission that occurred or allegedly occurred while the employee was
32 exercising or performing or in good faith purporting to exercise or
33 perform his powers and duties. The police officer shall be entitled to
34 private counsel of his own choice, except that the Corporation Counsel
35 may require that appropriate groups of police officers be represented by
36 the same private counsel. This duty to pay for a defense in a criminal
37 proceeding shall arise only upon the complete acquittal of a police
38 officer, the dismissal of all criminal charges against him, or a no-bill by a
39 Grand Jury investigating an on-duty use of a weapon. Attorney's fees,
40 disbursements, and litigation expenses shall be submitted by the attorney
41 within 30 days after acquittal or dismissal to the Corporation Counsel in
42 the manner and form required by him, and shall be reviewed and
43 approved by him prior to payment.
- 44
- 45 B. The City shall provide for the defense of a police officer in any civil
46 action or proceeding before any state or federal court or administrative
47 agency arising out of any alleged act or omission that occurred or
48 allegedly occurred while the police officer was exercising or performing
49 or in good faith purporting to exercise or perform his powers and duties.
50 This duty to provide for a defense shall not arise where the action or
51 proceeding is brought by or at the behest of the City itself unless the
52 police officer is successful in such action or proceeding.
- 53
- 54 C. The Corporation Counsel shall defend, or may employ special counsel to
55 defend, the police officer in any civil action or proceeding unless the
56 Corporation Counsel determines that a conflict of interest exists or may

1 arise in which case the police officer shall be entitled to private counsel
2 of his choice, except that the Corporation Counsel may require that
3 appropriate groups of police officers be represented by the same private
4 counsel. If special counsel is employed, or a police officer is represented
5 by private counsel, the City shall pay reasonable and necessary attorney's
6 fees at rates prevailing in the local legal community, disbursements, and
7 litigation expenses incurred by a police officer in his defense. Attorney's
8 fees, disbursements and litigation expenses shall be submitted by the
9 attorney promptly after the end of each month to the Corporation
10 Counsel, in the manner and form required by him, and shall be reviewed
11 and approved by him prior to payment.

12
13 D. The City shall indemnify and save harmless a police officer in the
14 amount of any judgment obtained against the police officer in a state or
15 federal court or administrative agency, or in the amount of any settlement
16 or a claim, provided that the act or omission occurred while the police
17 officer was exercising or performing or in good faith purporting to
18 exercise or perform his powers and duties. This duty to indemnify and
19 save harmless shall not arise where the injury or damage resulted from
20 intentional wrongdoing on the part of the police officer; nor shall it arise
21 where a judgment is obtained or claim settled as a result of an action or
22 proceeding brought by or at the behest of the City itself; nor shall it arise
23 with respect to non-automatic punitive or exemplary damages, fines or
24 penalties.

25
26 E. The duties to pay for or to provide a defense and to indemnify and save
27 harmless shall be conditioned upon (a) delivery by a police officer to the
28 Corporation Counsel of any notice, summons, complaint or any other
29 legal process within five (5) business days after he is served with such
30 document, and (b) the full cooperation of a police officer in the defense
31 of any action or proceeding against him or against the City based upon
32 his alleged acts or omissions, and in the taking of any appeals.

33
34 F. Any dispute arising under this Section shall be submitted to arbitration
35 pursuant to Article 27, Section 4, of this Agreement. A demand for
36 arbitration must be served within sixty (60) days of written notice to the
37 Club of a decision by the Corporation Counsel.

38
39 **Section 9: Chief's Award Day**

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

43
44
45
46 **ARTICLE 31**
47 **BULLETIN BOARDS AND INFORMATION UPDATE**

48
49 It is agreed that the Club may use all official police bulletin boards for the
50 purpose of posting Club notices to Club members, provided that such notices shall
51 be clearly identified as Club notices.

52
53 The Information Update and the videotape system may also be used for
54 Club announcements, provided that the Club's use of the videotape system does not
55 interfere with the normal functioning of the Police Department. The Club agrees to
56 confine its use of the videotape system to issues of working conditions and Club

1 social events. The Chief of Police shall have final content approval of all videotape
2 programming to insure its professionalism.

3
4 The City agrees to maintain the Information Update for the term of this
5 Agreement.

6
7
8 **ARTICLE 32**
9 **TERM OF CONTRACT**

10
11 **Section 1: Duration**

12 This contract shall be for a period of three (3) years commencing July 1,
13 2013, and ending June 30, 2016. This contract shall automatically be renewed from
14 year to year thereafter, unless either party shall notify the other party in writing not
15 earlier than November 15th and not later than November 30th, or as hereinafter
16 provided for any renewal period of the party's intention to change, alter, amend or
17 terminate this contract.

18
19 **Section 2: Negotiations**

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

23
24
25 **ARTICLE 33**
26 **JURY DUTY**

- 27
28 A. Members shall be granted a leave of absence with pay when they are required
29 to report for jury duty or jury service. A member must notify his immediate
30 supervisor no later than his first scheduled shift following receipt of a notice
31 of selection for jury duty or examination, and must provide a copy of such
32 notice to the office of the Police Chief.
- 33
34 B. Members are required to work all available reasonable hours outside of those
35 actually required for jury duty, or jury duty examination in accordance with
36 the employee's regular work schedule. Members must request telephone
37 alert to the extent allowed by the Commissioner of Jurors or the Court. If a
38 member is advised to report for jury duty or examination, the member shall
39 inform the commanding officer of his unit immediately.
- 40
41 C. The City shall have the right to seek a waiver from jury duty for the member.
42 Members exempted from jury duty must accept the exemption or shall not be
43 paid by the City for such time.
- 44
45 D. A member on jury duty shall receive his regular pay and shall transmit to the
46 Employer an amount equal to any jury duty allowance received for such jury
47 service.
- 48

ARTICLE 34
PUBLIC SAFETY AIDES

1
2
3
4 The City may employ "Public Safety Aides" (PSA) and may, at its
5 discretion, change their name to any non-unit designation. When doing so, the
6 following will apply:
7

- 8 1. Public Safety Aides will not respond to any call for police service, but will
9 be allowed to take reports in police facilities and NET offices on Tele-
10 Serve eligible calls as provided in General Order 460, quality of life
11 complaints, and to take reports of "non-priority 1" calls for service or calls
12 for service which do not require the dispatch of a police officer to the
13 scene. They will not conduct investigations. They may issue parking
14 tickets and order the towing of illegally parked vehicles.
15
- 16 2. The number of Public Safety Aides shall not exceed 40.
17
- 18 3. The City will maintain the authorized number of bargaining unit positions
19 that existed on November 11, 1997 (674), except for those positions funded
20 and maintained as a result of federal or state grants.
21
- 22 4. The Public Safety Aide shall not be used to circumvent the payment of
23 overtime to any current unit member, or to replace any unit member.
24
- 25 5. The Union does not waive any current exclusivity of unit work associated
26 with the establishment of the PSA's.

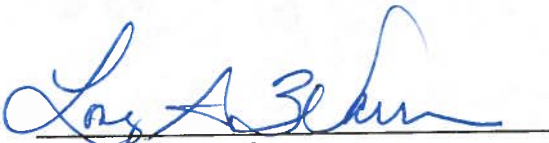
IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their duly authorized representatives.

FOR THE ROCHESTER POLICE LOCUST CLUB, INC.:

 11-24-14

Michael D. Mazzeo
President
Rochester Police Locust Club, Inc.

FOR THE CITY OF ROCHESTER, NEW YORK:

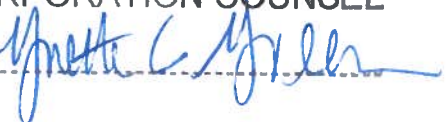


Lovely Warren, Mayor
City of Rochester

 11/24/14

Sharon A. Burke
Manager of Labor Relations

APPROVED AS TO FORM
CORPORATION COUNSEL

By 

**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

B. 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.

C. The Chief, at his discretion, may consider extenuating circumstances and may impose a lesser penalty than listed above.

D. Loss of accrued time may be substituted for suspensions without pay upon the request of the member and at the discretion of the Chief.

E. The imposition of discipline is not grievable. Appeals of discipline shall be in accordance with Section 76 of the NY State Civil Service Law.

CLASSIFICATION OF PENALTIES

1			
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3	MANUAL OF RULES AND REGULATIONS		
4	TABLE OF CONTENTS		
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10		(B) Assist Other Persons	
11		(C) Constitutes Violation	
12		(D) Conviction	
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14		(A) Returning from Absence	
15		(B) Unfamiliarity No Defense	
16		(C) Making Changes as Directed	
17	1.3	Obedience to Orders	3
18		(A) Comply with Orders	
19		(B) Geographic Limits	
20	1.4	Issuance of Orders	1
21	1.5	Conflict of Orders	1
22	1.6	Insubordination	3
23			
24			
25	SECTION II - PERFORMANCE of and		
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27			
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29		(A) Protection of Life and Property	
30		(B) Duties	
31	2.2	Identification	1
32		(A) Sworn	
33		(B) Non-Sworn	
34	2.3	Respond when Directed	1
35	2.4	Reporting for Duty	1
36	2.5	Absence from Duty	2
37	2.6	Action Required Regardless of	
38		Assignment	3
39	2.7	Cooperation/Coordination	2

1	2.8	Seeking Information Regarding Duties	1
2	2.9	Inspecting Area of Assignment	1
3	2.10	Leaving Area of Assignment	2
4	2.11	Attitude and Impartiality	1
5	2.12	Assistance to Fellow Employees	2
6	2.13	Assistance to Citizens	2
7	2.14	Medical Attention for Ill Persons	2
8	2.15	Arrests	3
9	2.16	Investigations	3
10	2.17	Serving Warrants/Subpoenas	1
11	2.18	Appearance Required	2
12	2.19	Loitering or Sleeping on Duty/ Congregating	
13			
14	2.20	Reading on Duty	1
15	2.21	Supervisors Addressed by Title	1
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17	2.23	Performance of Duties	3

18
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25	3.3	Use of Badge or Position for Personal Gain	2
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27	3.4	Preferment	1
28	3.5	Sale of Tickets or Donations	1
29	3.6	Soliciting Gifts, Gratuities, etc.	3
30	3.7	Recommending Attorneys	1
31	3.8	Giving Surety for Persons in Custody (Bail)	2
32	3.9	Withdrawing Charges	2
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17		for Damages	1
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28	4.24	Applications for Pistol Permits	1
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7	5.5	Information Regarding Crime 1
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18		Misconduct 3
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21

22

23

24 *** SECTION I**

25 4.1 Any violation of Sections A, B or C is a Class 1 offense unless the

26 alleged conduct constitutes a crime, then said violation is a Class 3

27 offense.

28

1 **APPENDIX 2**

2
3 **MEMORANDUM OF AGREEMENT**
4 **BETWEEN**
5 **THE CITY OF ROCHESTER**
6 **AND**
7 **ROCHESTER POLICE LOCUST CLUB, INC.**

8 Whereas the City of Rochester and the Rochester Police Locust Club,
9 Inc. have been participating in a joint Labor/Management Health Care
10 Committee and mutually agree to a single health insurance provider
11 which will eliminate the current health insurance plans as
12 referenced in the current collective bargaining agreement and
13 replace them with the Value, Core, and Enhanced plans of benefits as
14 developed by the joint committee:

15 Therefore the parties mutually agree to the following:

16 I. This agreement is a successor to the Memorandum of
17 Agreement that was in effect from September 1, 2009
18 through August 31, 2012 and this MOA will become an
19 appendix to the collective bargaining agreement. The
20 effective period for this Agreement is January 1, 2013
21 through December 31, 2015.

22 II. Modify the Health Insurance provisions (Article 11) of the
23 collective bargaining agreement as follows:

24 **ARTICLE 11- HOSPITAL & SURGICAL INSURANCE & DEATH**
25 **BENEFITS**

26 **Section 1: Hospital and Surgical Health Benefits**

27 A. The City shall make available to unit members - the Value,
28 Core, and Enhanced plans which may be amended or
29 eliminated during the term of this agreement as determined
30 by the Labor/Management Health Care Committee.

31
32 B. It is expressly understood by the parties that a unit member
33 married to another unit member shall be eligible for only one
34 single health insurance contract in the event his or her
35 spouse is covered by his or her own single health insurance
36 contract, and further, that such member shall not be eligible
37 for any separate health insurance coverage if his or her
38 spouse is covered by a family health insurance contract, as
39 provided for in this Section.
40

- 1 C. The Parties will continue to participate on the joint Labor/
2 Management Health Care Committee. The parties will make
3 a good faith commitment to fulfill the responsibilities of this
4 Committee throughout the term of this Agreement.
5
6
7

8 **Section 2: Self Funding and the City's Defined Contribution**

- 9 A. Effective January 1, 2013, the City will change from a fully
10 insured indemnity funding arrangement for its health
11 insurance program to a self-insured funding arrangement.
12
13 B. For Plan year 2013 (January 1, 2013 through December 31,
14 2013) the City will make a defined contribution in the amount
15 of \$35,913,280.00 toward the funding of the City's Health
16 Insurance Program for all active City employees. This total
17 amount of the City's defined contribution is based on the
18 following calculation: \$14,240.00 per contract for all active
19 City employees multiplied by 2,522 contracts.
20
21 C. For Plan year 2014 (January 1, 2014 through December 31,
22 2014) the City will increase its 2013 defined contribution
23 amount by 3.75%, which equates to \$14,774.00 multiplied by
24 the number of contracts as of September 1, 2013 for all active
25 City employees.
26
27 D. For Plan year 2015 (January 1, 2015 through December 31,
28 2015) the City will increase its 2014 defined contribution
29 amount by 3.75%, which equates to \$15,328.00 multiplied by
30 the number of contracts as of September 1, 2014 for all active
31 City employees.
32
33 E. The Labor/Management Health Care Committee will have the
34 responsibility for determining how any differential in the
35 amount of City defined contribution funding and the total
36 annual cost of health care for active employees will be
37 reconciled in accordance with the Labor/Management Health
38 Care Committee Governance Agreement. It is understood
39 that the Committee must take action to reach consensus on
40 this funding reconciliation by September 30th of any plan
41 year, so as not to disrupt open enrollment or adversely affect
42 employee coverage.
43

1 **Section 3: Alternative Plans**

2 Unit members, who accept health insurance coverage from a
3 source other than the City of Rochester shall receive \$1,500 per
4 annum, prorated by month, based on the Health Insurance Plan year,
5 payable no later than 60 days following the end of the preceding Plan
6 year, if 1 through 49 unit members accept this option. If, however, 50
7 to 59 unit members accept this option by the last day of the Plan year,
8 the payment shall increase to \$2,000 per annum per unit member. If
9 60 or more unit members accept this option by the last day of the Plan
10 year, the payment shall increase to \$2,500 per annum per member.

11
12 Applications shall be made for the following Plan year at the
13 same time as "open enrollment" for health insurance.

14
15 Re-enrollment in City coverage is permitted during the year if a
16 qualifying event occurs.

17
18 **Section 4: Dependent Coverage**

19 In the event of the line-of-duty death of any active member of the
20 unit, the City will continue to provide and pay the cost of all health
21 benefits provided by this Article to the surviving spouse of the
22 deceased member until said spouse dies or remarries, and to
23 dependent children of the deceased member until such dependents
24 reach the age of 26.

25
26 **Section 5: Payroll Deductions**

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

29
30 **Section 6: Life Insurance**

- 31 A. A life insurance policy of a minimum of \$3,500.00 shall be
32 provided by the City. The City agrees to pay the full premium
33 of an ordinary death insurance policy of \$3,500.00 for all
34 members of the unit who may hereafter retire from service.
35 The effective date of the coverage shall be the first day of the
36 month following the date of employment.
- 37 B. The City shall make available a payroll deduction capability for
38 members' purchase of life insurance, at their expense, from a
39 vendor selected by the Union. The Union will provide a
40 minimum of sixty (60) days' notice of the selection or change
41 of the vendor. Monthly payroll deductions will be made for
42 members who provide written authorization.

1 **Section 7: Death Benefit**

2 An additional \$10,000 death benefit for death resulting from the
3 performance of a member's duties shall be provided by the City. The
4 beneficiary of such benefit shall be the beneficiary designated on the
5 life insurance policy provided for in Section 6 of this Article unless the
6 member designates in writing to the Director of the Bureau of Human
7 Resources Management a different beneficiary.

8
9 **Section 8: Dental Plan**

10 The provisions in this section remain as set forth in the current
11 collective bargaining agreement between the City and Rochester
12 Police Locust Club. However, the provisions of this section as set forth
13 in the current collective bargaining agreement may be reopened for
14 negotiation during the term of this Agreement.

15
16
17 **Section 9: Coverage for Retirees**

18 A. The City will provide hospitalization and medical
19 insurance to qualified employees who retire under the New
20 York State Policemen's and Firemen's Retirement System. In
21 order to qualify for the benefits set forth in this Section,
22 employees must meet both of the following conditions:

- 23 1. The employee must retire directly into and/or under the
24 New York State Policemen's and Firemen's Retirement
25 System from active, full-time employment with the City
26 and receive a pension therefrom, and
- 27 2. The employee must have served a minimum of twenty
28 (20) years of active full- time employment with the City
29 immediately preceding retirement into and/or under the
30 New York State Policemen's and Firemen's Retirement
31 System. For police officers who transferred to the City
32 from another jurisdiction and for deputy sheriffs who were
33 hired directly from a Sheriffs Department, prior service as
34 a police officer or deputy sheriff shall be included in this
35 20-year service requirement. For employees who are
36 veterans and who were hired prior to November 1, 2012,
37 up to three (3) years of military service shall be credited
38 toward satisfying the minimum twenty (20) year City
39 employment requirement under this section provided the
40 employee furnishes the City with documentation showing
41 that the employee has bought this additional military
42 service credit time from the NYS Policemen's and
43 Firemen's Retirement System. This additional military
44 service credit is only applicable toward achieving the
45 minimum twenty (20) year employment requirement; it
46 shall not be credited for any other purpose. The required
47 minimum period of time set forth in this paragraph will be

1 waived in the event the employee is granted and receives
2 a New York State Policemen's and Firemen's Retirement
3 System disability retirement.
4

5 B. Qualified employees, as defined in subdivision A of this
6 Section, who retire during the term of this agreement may
7 elect to enroll in the Value, Core, or Enhanced Plan, as may
8 be amended by the Labor/Management Health Care
9 Committee. The City will contribute 90% (ninety percent) of
10 the cost of the Core Plan premium regardless of whether the
11 employee elects to enroll in the Value, Core, or Enhanced
12 Plan. For those employees who elect to enroll in the Value
13 Plan, the City's contribution will not exceed 100% (one
14 hundred percent) of the cost of the Value Plan premium. The
15 exceptions are as follows: for an employee who retires with
16 more than 25 years but less than 30 years of service, the City
17 shall pay 95% (ninety-five percent) of the cost of the Core
18 Plan premium; and for an employee who retires with 30 or
19 more years of service, the City shall pay 100% (one hundred
20 percent) of the Core Plan premium regardless of the plan and
21 coverage selected. For those employees who elect to enroll
22 in the Value Plan, the City's contribution will not exceed 100%
23 (one hundred percent) of the cost of the Value Plan.
24

25 1. When eligible for Medicare coverage, the retiree shall
26 be covered by the City's Medicare Supplemental or
27 Advantage Plan. It is expressly understood that the
28 City's health insurance does not cover any medical
29 expenses covered by Medicare A and B for those
30 being provided benefits in retirement plans. It is also
31 understood for those Medicare eligible retirees
32 participating in the City's health insurance retirement
33 plans, Medicare A and B coverage participation is
34 required.
35

36
37 **Section 10: Successor Agreement**

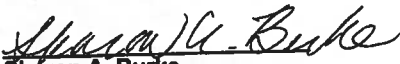
38 If the parties fail to enter into a successor Health Care
39 Memorandum of Agreement prior to the expiration of this Agreement
40 on December 31, 2015, the City's defined contribution amount toward
41 the funding of the City's Health Insurance Program for all active City
42 Employees will increase by 3.75% annually, using the same method of
43 calculation as previously referenced in Section 2 of this MOA, until
44 such time as a successor agreement is reached.
45

1

Section 11: Contingency Clause


The terms of this memorandum of agreement are contingent upon the execution of health care Agreements by all participating members of the joint Labor/Management Health Care Committee.

FOR THE CITY:


Sharon A. Burke
Manager of Labor Relations
City of Rochester
Club

Date: 11/7/12

FOR THE UNION:


Michael D. Mazzeo
President
Rochester Police Locust

Date: 11-7-12

2