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POL
6910

AGREEMENT

between

THE CITY OF ROCHESTER

and

ROCHESTER POLICE LOCUST CLUB, INC.

JULY 1, 1999

TO

JUNE 30, 2001

RECEIVED

JUL 07 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 2
RECOGNITION AND DUES CHECKOFF

Section 1: Bargaining Agent

The City recognizes the Locust Club as the sole and exclusive bargaining agent for the purpose of establishing salary, hours and other conditions of employment for all members of the unit established as follows: all Police Officers; all 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.

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.

Section 4: Dues Checkoff

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

Section 5: Police Benevolent Dues

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

Section 6: Rehired Members

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

Section 7: Remittance of Deductions

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

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

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule

A. Effective as of **JULY 1, 1999**

FOR THOSE HIRED PRIOR TO JULY 1, 1997:

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step A</u>	<u>Step B</u>
90 annual:	\$26,520	\$37,049	\$41,680	\$46,311	\$49,902	\$52,486
biweekly:	\$1,020.00	\$1,424.96	\$1,603.08	\$1,781.19	\$1,919.31	\$2,018.69
91 annual:			\$45,846	\$49,669		
biweekly:			\$1,763.31	\$1,910.35		
92 annual:			\$50,011	\$53,027		
biweekly:			\$1,923.50	\$2,039.50		
94 annual:			\$56,554	\$59,963		
biweekly:			\$2,175.15	\$2,306.27		
95 annual:			\$63,814	\$67,663		
biweekly:			\$2,454.38	\$2,602.42		

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

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule

B. Effective as of JULY 1, 1999

FOR THOSE HIRED ON OR AFTER JULY 1, 1997:

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step A</u>	<u>Step B</u>
90 annual:	\$26,520	\$32,718	\$38,489	\$44,127	\$46,311	\$49,902	\$52,486
biweekly:	\$1,020.00	\$1,258.38	\$1,480.35	\$1,697.19	\$1,781.19	\$1,919.31	\$2,018.69
91 annual:			\$45,846	\$49,669			
biweekly:			\$1,763.31	\$1,910.35			
92 annual:			\$50,011	\$53,027			
biweekly:			\$1,923.50	\$2,039.50			
94 annual:			\$56,554	\$59,963			
biweekly:			\$2,175.15	\$2,306.27			
95 annual:			\$63,814	\$67,663			
biweekly:			\$2,454.38	\$2,602.42			

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

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule

C. Effective as of **JANUARY 3, 2000**

FOR THOSE HIRED PRIOR TO JULY 1, 1997:

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step A</u>	<u>Step B</u>
90 annual:	\$27,050	\$37,790	\$42,514	\$47,237	\$50,900	\$53,536
biweekly:	\$1,040.38	\$1,453.46	\$1,635.15	\$1,816.81	\$1,957.69	\$2,059.08
91 annual:			\$46,763	\$50,662		
biweekly:			\$1,798.58	\$1,948.54		
92 annual:			\$51,011	\$54,088		
biweekly:			\$1,961.96	\$2,080.31		
94 annual:			\$57,685	\$61,162		
biweekly:			2,218.65	\$2,352.38		
95 annual:			\$65,090	\$69,016		
biweekly:			\$2,503.46	\$2,654.46		

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

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule

D. Effective as of **JANUARY 3, 2000**

FOR THOSE HIRED ON OR AFTER JULY 1, 1997:

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step A</u>	<u>Step B</u>
90 annual:	\$27,050	\$33,372	\$39,259	\$45,010	\$47,237	\$50,900	\$53,536
biweekly:	\$1,040.38	\$1,283.54	\$1,509.96	\$1,731.15	\$1,816.81	\$1,957.69	\$2,059.08
91 annual:			\$46,763	\$50,662			
biweekly:			\$1,798.58	\$1,948.54			
92 annual:			\$51,011	\$54,088			
biweekly:			\$1,961.96	\$2,080.31			
94 annual:			\$57,685	\$61,162			
biweekly:			\$2,218.65	\$2,352.38			
95 annual:			\$65,090	\$69,016			
biweekly:			\$2,503.46	\$2,654.46			

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

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule

E. Effective as of **JULY 1, 2000**

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step A</u>	<u>Step B</u>
90 annual:	\$27,591	\$34,039	\$40,044	\$45,910	\$48,182	\$51,918	\$54,607
biweekly:	\$1,061.19	\$1,309.19	\$1,540.15	\$1,765.77	\$1,853.15	\$1,996.85	\$2,100.27
91 annual:			\$47,698	\$51,675			
biweekly:			\$1,834.54	\$1,987.50			
92 annual:			\$52,031	\$55,170			
biweekly:			\$2,001.19	\$2,121.92			
94 annual:			\$58,839	\$62,385			
biweekly:			\$2,263.04	\$2,399.42			
95 annual:			\$66,392	\$70,396			
biweekly:			\$2,553.54	\$2,707.54			

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

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule

F. Effective as of **JANUARY 1, 2001**

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step A</u>	<u>Step B</u>
90 annual:	\$28,143	\$34,720	\$40,845	\$46,828	\$49,146	\$52,956	\$55,699
biweekly:	\$1,082.42	\$1,335.38	\$1,570.96	\$1,801.08	\$1,890.23	\$2,036.77	\$2,142.27
91 annual:			\$48,652	\$52,709			
biweekly:			\$1,871.23	\$2,027.27			
92 annual:			\$53,072	\$56,273			
biweekly:			\$2,041.23	\$2,164.35			
94 annual:			\$60,016	\$63,633			
biweekly:			\$2,308.31	\$2,447.42			
95 annual:			\$67,720	\$71,804			
biweekly:			\$2,604.62	\$2,761.69			

Section 2: Differential

Effective July 1, 1990, the differentials between ranks shall be:

Between Police Officer (Bracket 90, Step 4)

and Sergeant --- 14.5%

Between Sergeant and Lieutenant --- 13.08%

Between Lieutenant and Captain --- 12.84%

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: Upon successful completion of the formal recruit training and field officer training program, or upon reaching 8 months of service, whichever comes first.

Step 3: Upon reaching the first anniversary after completing the formal recruit training and field officer training program, or after completing 20 months of service, whichever comes first.

Step 4: Upon reaching the second anniversary after completing the formal recruit training and field officer training program, or after completing 32 months of service, whichever comes first.

Step A: Upon assignment as provided in Article 5, Section 3.

Step B: Upon completion of one full year of assignment at Step A, as provided in Article 5, Section 3.

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: Upon successful completion of the formal recruit training and field officer training program, or upon reaching 8 months of service, whichever comes first.

Steps 3, 4, 5: One year after reaching the prior step.

Step A: Upon assignment as provided in Article 5, Section 3.

Step B: Upon completion of one full year of assignment at Step A, as provided in Article 5, Section 3.

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>
Detective C	91	Upon Appointment
Sergeant	92	Upon Civil Service Appointment
Detective B	92	Upon Appointment
Lieutenant	94	Upon Civil Service Appointment
Captain	95	Upon Civil Service Appointment

<u>Rank</u>	<u>Bracket</u>	<u>Step 4</u>
Detective C	91	Upon completion of 1 year of service at Step 3
Sergeant	92	Upon completion of 1 year of service at Step 3
Detective B	92	Upon completion of 1 year of service at Step 3
Lieutenant	94	Upon completion of 1 year of service at Step 3
Captain	95	Upon 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 |
| (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) | |

Section 6: Shift Adjustment

Members assigned to patrol platoons 1, 3, or 4, or their equivalent, shall receive a \$.60 per hour adjustment for each scheduled hour during such shift for which the employee is paid, except that an employee on sick or injury leave for five (5) or more days shall not receive a shift adjustment for the period of sick or injury leave. This adjustment shall not be part of a member's base salary.

Section 7: Field Training Officers & Coordinators

- A. Those assigned as Field Training Officers shall be paid an additional per diem amount equal to seven and one-half percent (7 1/2%) of their base salary (as set forth in Section 1) for each day in which they perform the duties of a Field Training Officer including training periods and the periods during which a Field Training Officer is assigned a probationary officer. Payment shall be made on a bi-weekly basis.
- B. Those assigned by the Police Chief or his authorized representative as Field Training Coordinators shall be paid an additional per diem amount equal to seven and one-half percent (7 1/2%) of their base salary (as set forth in Section 1) for each day in which they perform the duties of a Field Training Coordinator. When the section has three or more recruits assigned, a Field Training Coordinator shall be assigned to that section.

Section 8: Flexible Benefit Program

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

Section 9: Deferred Compensation Plan

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

Section 10: K-9

All unit members assigned to a K-9 dog shall receive additional compensation of thirty (30) minutes per day, at the straight time rate, for every day the unit member is responsible for the K-9 dog.

**ARTICLE 4
PROFESSIONAL STANDARDS**

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

**ARTICLE 5
MERIT TESTING FOR INVESTIGATOR**

Section 1: Testing Procedure

Assignment of members within the rank of Police Officer to the departmentally designated position of Investigator will be based on merit testing. The testing procedures are to be conducted by the Rochester Police Department under the direction of the Chief of Police and will consist of written examinations, oral interviews, and after consultation with the Union, such other testing procedures as determined by the Chief of Police, to create a rank standing. Assignment to the functions of Investigator will be made by the Chief of Police, in such numbers as he shall deem appropriate and necessary, by the selection of one of the three persons standing highest on the list of those persons who qualify for assignment as a result of such merit testing. The list of those eligible for assignment shall remain in effect for a maximum of three (3) years unless extended by mutual consent.

Section 2: Preference for Experience

If, after the merit testing procedure has been completed, two or more members receive equal rank standing, preference shall be given to the member with the longest seniority as a designated Plainclothesman or Detective at the time of creation of the rank standing. In the event that the preference set forth in this Section is applicable, the member entitled to such preference shall be deemed to have a higher rank standing than any other member having an otherwise equal rank standing. Except as provided in this Section, whenever two or more members receive equal rank standing, such members shall collectively constitute one "person" for purposes of assignment as provided in Section 1 of this Article.

Section 3: Compensation

Members assigned as Investigators in accordance with this Article shall be paid at Bracket 90, Step A. Upon the completion of one (1) full year of assignment as an Investigator, the member shall be paid at Bracket 90, Step B. Except as provided in Section 5 of this Article, no person who has not qualified for assignment as Investigator by successfully completing the merit testing procedure, and whose name does not appear on the list of those eligible for assignment, and who has not been duly assigned as an Investigator, all as provided in Section 1 of this Article, shall be entitled to, or shall be paid the salary rate provided for in Bracket 90, Steps A or B.

Section 4: Duration of Assignment

The assignment of Police Officers to duty as Investigators shall not create any rights of tenure. The Chief of Police shall have the sole power to assign Police Officers to duty as Investigators, as provided in this Article, and to reassign members from the duty of Investigators to other duties within the rank of Police Officer. Upon written request by the member reassigned, the member shall be entitled to an articulated explanation for such reassignment. Notwithstanding any provision of this Agreement, a reassignment of an Investigator to other duties within the rank of Police Officer shall not be deemed to be a transfer. Notwithstanding Section 75 of the Civil Service Law, any other statute, this Agreement, or any Rule or Regulation of the Rochester Police Department or the City of Rochester, a reassignment of a member from duty as an Investigator to other duties within the rank of Police Officer shall not be deemed as discipline or a demotion. Any member reassigned from duty as an Investigator to other duties within the rank of Police Officer shall be compensated at the salary provided in Bracket 90, up to Step 4, applicable to a Police Officer with the member's length of service within that title.

Section 5: Temporary Assignments

- A. 1. In the event it becomes necessary, in the judgment of the Chief of Police, to make a temporary assignment to the duties of an Investigator, such temporary assignment may be made pursuant to this section. Said temporary assignment may not exceed thirty (30) calendar days except as provided in Section 5(C) of this Article.

2. Selection, by the Chief of Police, of members assigned to perform the duties of an Investigator shall be made from those members who qualify for the assignment as a result of the merit testing system as set forth in Section 1 of this Article, as follows:

- a. by selecting one of the persons on the current Investigator list who is assigned to the Section in which temporary assignment is to be made, or;
- b. by selecting one of three persons standing highest on the entire Investigator list.

B. If it becomes necessary for the Chief of Police to make a temporary assignment to the duties of an Investigator not to exceed ten (10) working days, he may do so at his discretion by selecting a member working within the Section and Platoon where the temporary assignment is to be worked, whether or not the member is on the list of those persons who qualify as a result of the merit testing procedures set forth in Section 1 of this Article.

C. If it becomes necessary for the Chief of Police to extend a temporary assignment which was made pursuant to subdivisions A or B of this Section, the said extension may be made if:

1. The extension is vital to the continuity of a particular investigation, and;
2. Removal of a particular member from the temporary assignment would greatly hinder a particular investigation, and;
3. Permission is granted by the Union. Said permission shall not be unreasonably denied.

D. All members assigned to perform duties of an Investigator on a temporary basis shall be compensated commensurate with Bracket 90, Step A, on a per diem basis. Said members shall be paid on the appropriate payday, immediately following the temporary assignment.

E. Temporary assignments to Investigator shall not entitle the member to overtime pay in accordance with Article 18, Section 3 (A).

Section 6: Current Assignments

It is further agreed and understood by the parties that members presently assigned as Detective, Grade A, B or C and Plainclothesmen shall remain so assigned consistent with the Rules and Regulations of the Department in effect on July 1, 1974, to the extent that such assignments are lawful, and that such members shall be compensated at the salary appropriate to the Brackets set forth for such assignments in Article 3, Section 3, provided, however, that nothing in this Section shall prohibit or restrict the Chief of Police from assigning such members to other duties within the rank of Police Officer at the salary provided for such duties.

Nothing in this Article shall be construed to compel those members described herein to participate in the merit testing procedures set forth in Section 1 of this Article as a prerequisite to retaining the assignments referred to in this Section. However, nothing in this Section shall prevent members described herein from participating in the merit testing procedures set forth in Section 1 of this Article.

ARTICLE 6 PAID HOLIDAYS

Section 1: Recognized Holidays

A. The following thirteen (13) days during each year of the 1997-99 contract years 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 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.
- B. Payment of shift adjustment, if any, will be made pursuant to Article 3, Section 6.
- C. Vacations will be covered by the appropriate General Order (currently General Order 230), except that if the officer is off duty on Section 8A-6 status for more than 90 calendar days, he may have future vacation accruals reduced in proportion to non-working time at the sole discretion of the Chief of Police. Said decision of the Chief of Police shall not be reviewable or grievable.
- D. There shall be no accrual of personal leave while an officer is on Section 8A-6 status.
- E. The practice of providing compensatory days because the officer worked one work wheel rather than another shall cease for officers on Section 8A-6 status.

ARTICLE 8
SICK LEAVE

Section 1: Statement of Purpose

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

Section 2: Eligibility

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

**ARTICLE 9
PERSONAL LEAVE FOR PERFECT ATTENDANCE**

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

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

The City will grant vacation based on the number of years of service completed at the beginning of the calendar year as follows: Number of years of service completed as of January 1 of the calendar year; and yearly vacation allowance:

1. 6 months but less than one yr. of service; 1 day per mo. (not to exceed 10 days)
2. 1 yr. through 3 complete years; 12 days
3. 4 yrs. through 8 complete years; 16 days
4. 9 yrs. through 14 complete years; 18 days
5. 15 yrs. through 19 complete years; 20 days
6. 20 and more complete years; 25 days.

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

**ARTICLE 11
HOSPITAL & SURGICAL INSURANCE & DEATH BENEFITS**

Section 1: Hospital and Surgical Health Benefits

- A. Employees hired prior to July 1, 2000, may choose from the following plans:
 1. Blue Cross/Blue Shield Plan plus the Blue Million Rider, the \$5.00 deductible Prescription Rider and the 80/20 X-ray Blue Shield Rider. The City agrees to provide coverage comparable to the prior 120-day Maternity Service Rider and the Paid-in-Full Obstetrical Service Rider for members of the unit. This benefit may be provided through a plan or plans other than Blue Cross and/or Blue Shield provided that the benefit remains substantially equivalent.
 2. The Blue Choice Extended Plan
 3. The Blue Choice Select Plan
 4. The Preferred Care Comprehensive Plan
 5. The Preferred Care Community Plan
- B. All members hired on or after July 1, 2000, shall have available to them either the Blue Choice Select or Preferred Care Community Plans.
- C. It is expressly understood by the parties that a unit member married to another unit member shall be eligible for only one single health insurance contract in the event his or her spouse is covered by his or her own single health insurance contract, and further, that such member shall not be eligible for any separate health insurance coverage if his or her spouse is covered by a family health insurance contract, as provided for in this Section.

Section 2: Cost of Benefits to Employees

Effective May 11, 2000, employee contributions for those enrolled in the Blue Cross/Blue Shield Blue Million, Blue Choice Extended or Preferred Care Comprehensive Plans shall be 7 ½% (seven and one-half percent) of the cost of the plan selected. The employee contribution for those enrolled in the Blue Choice Select or the Preferred Care Community Plan shall be 3 ½% (three and one-half percent) of the cost of the plan selected.

Section 3: Alternative Plans

The City and the Union will agree on a hospital and surgical plan alternative to the one described in Section 1, and the City will offer such plan to the members of the unit on the basis of individual, voluntary enrollment. In addition, the City will make available Health Maintenance Organization (HMO) coverage, to all unit members regardless of hire date, as required by current law.

Section 4: Dependent Coverage

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

Section 5: Payroll Deductions

The employees share for all Hospital and Surgical health benefits shall be paid on a payroll deduction basis.

Section 6: Life Insurance

A. A life insurance policy of a minimum of \$3,500.00 shall be provided by the City. The City agrees to pay the full premium of an ordinary death insurance policy of \$3,500.00 for all members of the unit who may hereafter retire from service. The effective date of the coverage shall be the first day of the month following the date of employment.

B. The City shall make available a payroll deduction capability for members purchase of life insurance, at their expense, from a vendor selected by the Union. The Union will provide a minimum of sixty (60) days notice of the selection or change of the vendor. Monthly payroll deductions will be made for members who provide written authorization.

Section 7: Death Benefit

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

Section 8: Dental Plan

Effective January 1, 1998, the Dental Plan shall be the GHI "Preferred" plan. Those enrolling in the dental plan shall contribute ten percent (10%) of the cost of the premium on a monthly basis, through payroll deduction.

Section 9: Coverage for Retirees

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

1. The employee must retire directly into and/or under the New York State Policemen's and Firemen's Retirement System from active, full-time employment with the City and receive a pension therefrom, and
2. The employee must have served a minimum of twenty (20) years of active full-time employment with the City immediately preceding retirement into and/or under the New York State Policemen's and Firemen's Retirement System. For police officers who transferred to the City from another jurisdiction and for deputy sheriffs who were hired directly from a Sheriff's Department, prior service as a police officer or deputy sheriff shall be included in this 20-year service requirement. The required minimum period of time set forth in this paragraph will be waived in the event the employee is granted and receives a New York State Policemen's and Firemen's Retirement System disability retirement.

B. Qualified employees, as defined in subdivision A of this Section, who retire on or after January 1, 1999, shall retire with the plan they enrolled in at the time of retirement and shall pay the contribution rate in effect for that specific plan and coverage selected. The exceptions are as follows: An employee who retires with more than 25 years of service (retirement effective after 7/1/1999) shall pay at the rate of 3 ½% of the cost of the particular plan and coverage selected, and an employee who retires with 30 or more years of service shall not be required to pay any health care insurance contributions, regardless of the plan and coverage selected.

**ARTICLE 12
CLOTHING AND MILEAGE ALLOWANCE**

Section 1: Payments

Officers ordered, in writing or verbally, to work in civilian clothing shall be paid an annual \$500 clothing allowance, this allowance to be figured on a per diem basis. Payment shall be made in the last payroll period of June and December of each year to all members who were ordered to work in civilian clothing during any part of the preceding six (6) months.

Section 2: Payment for Terminated or Retired Members

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

Section 3: Safety Prescription Glasses

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

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

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

Section 4: Mileage Allowance

A. The City shall pay mileage reimbursement for the use of a member's privately-owned vehicle for the conduct of the City's business where such use has been permitted by the Chief or his designee. The reimbursement shall be \$.21 per mile. Record-keeping requirements may be established by the City.

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

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

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

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

Section 5: Uniforms

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

Section 6: Weapons and Equipment

- A. Effective 7/1/93, the City will provide each member with the authorized on-duty weapon. Weapons so purchased by the City shall remain the property of the City. Those members who purchased a weapon for on-duty use on or after July 1, 1993 shall be reimbursed by the City for the actual cost of the weapon.
- B. The City shall provide ammunition, one spare clip, leather goods, and replacements due to loss or destruction in the line of duty, without cost to the member.
- C. The City will repair or replace, without charge, weapons damaged or lost in the line of duty, unless the loss or damage is the result of negligence attributable to the member.
- D. Members must obtain a New York State pistol permit on which their duty weapon will be registered.
- E. Members who resign or who are dismissed from the Department shall retain ownership of their weapon or receive reimbursement for the cost of the weapon at the option of the Chief of Police.
- F. Members will maintain their weapons in compliance with standards established by the City.

**ARTICLE 13
CLOTHING BOARD**

Section 1: Representation

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

Section 2: Consultation and Recommendation

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

Section 3: Meetings

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

**ARTICLE 14
EDUCATIONAL BENEFITS**

Section 1: Payment for Courses

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

Payment shall be made as per the following schedule:

- A. One-half (1/2) of all expenses mentioned above upon presentation of evidence of successful completion of individual courses.
- B. All such expenses previously not reimbursed shall be paid in lump sum upon completion of two (2) years continuous service from the day of receipt of such degree.

Section 2: Educational Incentives

A. The City agrees to provide an educational salary benefit of 5% of the officer's base pay to qualified police personnel and employed recruits starting on the next full payroll period following their successful completion of the receipt of an Associate's Degree in Police Science or Criminal Justice, or 6 1/2% of the member's base pay upon receipt of a Bachelor's Degree or a higher degree in any subject. This paragraph applies only to those employees who entered the Police Department prior to April 18, 1979 and who matriculated into such educational programs prior to June 30, 1984.

B. Effective July 1, 1995 for those members who do not receive an educational incentive pursuant to paragraph A above, the City agrees to provide an educational salary benefit of 2% of the officer's base pay to qualified police personnel and employed recruits starting on the next full payroll period who hold or attain an Associate's Degree in Police Science or Criminal Justice, or an educational salary benefit of 4% of the officer's base pay to those officers who hold or attain a Bachelor's Degree in any subject. The educational incentive stipend provided herein shall be added to a member's base pay and paid as such.

C. Payment of educational incentive will begin in the next full payroll following submission by the member to the Department Personnel Office of sufficient evidence of receipt of the appropriate degree. Such evidence shall be a copy of the degree or a copy of the college transcript noting the award of the degree.

Section 3: Federal or State Programs

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

Section 4: Proportional Payment

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

Section 5: Procedures

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

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

**ARTICLE 15
OVERTIME**

Section 1: Overtime Computation

- A. Except as provided in Section 3, time-and-one-half overtime will be paid for all time worked in excess of eight and one-quarter (8 1/4) hours in one tour of duty and for all time worked on any regular day (R day) off. Any member who works any personal leave day, compensatory, or vacation day, when such days off have been approved at least one week in advance, and when such days off have not been canceled more than 72 hours in advance, shall be paid time-and-one-half overtime for time worked on such days.
- B. Effective July 1, 1995, all members of the Rochester Police Department shall report for duty 15 minutes prior to their scheduled shift starting time. Such time shall be compensated at the straight time rate in accordance with Section 7(k) of the Fair Labor Standards Act, and shall be added to a member's base pay and paid as such. Members shall either attend Roll Call or be present for assigned duties as directed, during the 15 minutes immediately preceding their scheduled daily tour.

- 1 C. In those assignments where members do not currently stand Roll Call,
2 effective July 1, 1995, they shall report to duty 15 minutes prior to the
3 start of their scheduled shift starting time to receive updates, review
4 reports and obtain other necessary Department communications.
5

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

- 7 A. Except as provided in (B) and (C) below, on all authorized call backs to
8 duty, a minimum of four (4) hours of pay, at the overtime rate, shall be
9 provided.
10
11 B. Except as provided in (C) below, for all authorized, scheduled overtime
12 for administrative meetings and community meetings only, when a
13 member has been given at least 48 hours notice, a minimum of three (3)
14 hours of pay, at the overtime rate, shall be provided.
15
16 C. For overtime worked when a member is held over after the end of the
17 regular tour of duty or when overtime is scheduled, at least 48 hours in
18 advance, contiguous to and prior to the regular tour of duty, overtime shall
19 be paid for time worked.
20

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

- 22 A. All members who are required to report to City, County, Family,
23 Supreme, Federal Court, Grand Jury Proceedings, Professional Standards
24 Section interviews, District Attorney interviews, Corporation Counsel
25 interviews, or quasi-judicial administrative agencies during off-duty
26 hours as a result of the performance of their official duties shall be
27 compensated at time-and-one-half with a minimum of two (2) hours.
28 Notwithstanding the above, those working 3rd platoon who are required to
29 report to a PSS interview prior to their regular tour of duty shall be paid
30 overtime only for the time from the scheduled start of the interview until
31 the employee's regular 3rd platoon starting time.
32
33 B. All members who are required to report to In-Service Training scheduled
34 on off-duty hours shall be compensated at time-and-one-half with a
35 minimum of two (2) hours.
36
37 C. All members who are required to transfer evidence during non-duty hours
38 shall be paid a minimum of one and one-half (1 1/2) hours at time-and-
39 one-half.
40

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

- 42 A. Members of the bargaining unit will have the option of accruing
43 compensatory time in lieu of overtime payment, provided, however,
44 that no member, except as provided in Paragraph B, will be credited
45 with compensatory time in excess of 360 hours. Compensatory time
46 will be earned and computed at the same rate as is overtime pay.
47
48 B. Effective January 1, 1996, no member who works a 5-2 schedule
49 will be credited with compensatory time in excess of 416 hours.

Section 5: Payment for Compensatory Time

- A. All members shall be allowed to receive cash payment for earned compensatory time above 280 hours and up to 360 hours of accumulated compensatory time. Such payment shall be made at the member's base salary, plus educational incentive, if applicable.
- B. Effective January 1, 1996, all members who work the 5-2 schedule shall be allowed to receive cash payment for earned compensatory time above 280 hours and up to 416 hours of accumulated compensatory time. Such payment shall be made at the member's base salary, plus educational incentive, if applicable. Members who are assigned to a 5-2 work schedule, and who accumulated more than 360 hours of compensatory time, and who are subsequently changed to work a 4-2 schedule, shall maintain all of the accumulated hours of compensatory time until the next payment period as defined in paragraph C of this section at which time the member's bank will be reduced to 280 hours and the member will be paid for all compensatory time that was removed from the compensatory time bank. During this period when the member is assigned to a 4-2 work schedule, and prior to October 1 of that year, the member will not be allowed to add compensatory time to his bank above 360 hours unless he is reassigned to a 5-2 work schedule.
- C. Payments for compensatory time shall be paid only on or before October 1 each year, provided that the member has requested such payment on or before September 1 of that year.

Section 6: Special Events Overtime

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

**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 accrued overtime (compensatory time), not to exceed forty-five (45) days.
- B. Payment shall be made upon retirement, death or other termination of services for all accrued holiday time.

**ARTICLE 18
WORK SCHEDULE**

Section 1: Work Week

- A. Except as provided in subdivision B, effective with work cycles beginning on and after 1/1/96, all members working assignments on a 5-2, 4-2, 4-2 work wheel will work a 4-2 non-rotating schedule. Until work cycles ending on and after 1/1/96, members will continue to work a 5-2, 4-2, 4-2 work wheel.
- B. Notwithstanding any provision of this section, members working assignments on a 5-2 work schedule will continue to work a 5-2 work schedule.

- 1 C. Members may be assigned to a work schedule that consists of five (5)
2 days of duty followed by two (2) consecutive days off provided that the
3 consecutive days off are either Friday-Saturday, Saturday-Sunday, or
4 Sunday-Monday. All shifts shall be on a non-rotating basis, commonly
5 referred to as a 5-2 schedule.
6
7 D. Effective 1/1/96, all members working a 5-2 schedule shall receive
8 136 hours per year, pro rata, in compensatory time, added to
9 compensatory time banks quarterly, for working the 5-2 schedule.
10
11 E. Effective 7/1/95, all members shall work an 8.25 hour tour which
12 includes a 15-minute pre-shift Roll Call or other duties as assigned
13 for officers not assigned to patrol.
14

15 **Section 2: Split Shifts**

- 16 A. Except in serious or emergency situations, as declared by the Chief of
17 Police or his authorized representative, there shall be no split shifts.
18 However, split shifts can be volunteered to by members and/or mutually
19 agreed to between members and their commanding officer.
20
21 B. It is understood and agreed upon between the parties that Section 2 (A)
22 above shall not apply to the police officers assigned to the Special
23 Criminal Investigation Section. Split shifts shall not be used mainly for
24 the avoidance of the payment of overtime.
25

26 **Section 3: Work Hours**

- 27 A. All employees shall be scheduled to work a regular tour of duty which
28 shall have a regular starting time and regular quitting time. Except as
29 otherwise provided in this Section, all hours worked outside the regular
30 tour of duty shall be compensated for pursuant to Article 15 of this
31 Agreement.
32
33 B. The Employer may change the regular starting and quitting time of a
34 position due to deployment needs, as follows:
35 1. The change in starting and quitting times does not exceed two (2)
36 hours.
37 2. The change shall be effective for a period not to exceed eight (8)
38 consecutive workdays.
39 3. Written notice is provided to affected employees and the Union
40 at least forty-eight (48) hours in advance.
41
42 C. The Tactical Unit, the Special Criminal Investigation Section, and all
43 fourth platoons shall be exempt from A and B above, with reasonable
44 advance notice, when there is a demonstrated need to re-deploy
45 manpower. However, the movement of 4th platoon staff to cover for
46 routine and normal absences, such as illness, vacations maternity leaves
47 or other approved leaves of absences of officers on other platoons, is not a
48 demonstrated need to re-deploy manpower.

- 1 D. Captains and Section or Unit Commanders may have their starting and
2 quitting times changed upon reasonable advance notice, or at their
3 individual request, subject to supervisory approval, without incurring any
4 overtime compensation unless they work more than 41.25 hours in a work
5 week.
6
7 E. Temporary assignments to the Professional Development Section shall be
8 exempt from the provisions of subdivision B above, except that written
9 notice to the affected employee and the Union shall be given forty-eight
10 (48) hours in advance.
11
12 F. An employee may request in writing, for good cause, to temporarily
13 change his/her regular starting and quitting time with the approval of the
14 Chief or his designee, and with the consent of the Union President. Such
15 consent shall not be unreasonably withheld and/or delayed.
16
17 G. The provisions of Article 15 do not apply when the City acts in
18 accordance with subdivisions B, C, D, E and F above, Article 19 and
19 Article 20, Section 2(B), of this Agreement.
20

21 **Section 4: Relief Schedule**

- 22 A. The City may, at its option, assign one unit member to the Relief
23 schedule in the following sections:
24 1. Staff Duty
25 2. Headquarters
26 3. Downtown
27
28 B. The relief schedule shall consist of a 4-2, 4-2, 4-3 schedule, where the
29 member works two (2) tours on the 3rd platoon, immediately followed by
30 two (2) tours on the 1st platoon.
31
32 C. The relief schedule shall be an exception to Section 3(A) of this article
33 and no premium pay for changing shifts shall apply.
34
35 D. All members assigned to the relief schedule shall be paid the appropriate
36 shift adjustment according to Article 3, Section 6.
37

38 **Section 5: 5th Platoon**

- 39 A. Effective 7/1/2000, the Department may create and institute a 5th platoon
40 schedule in each of the Patrol Sections to respond to calls for service and
41 to perform patrol functions.
42
43 B. The starting hours of such 5th platoon shall commence no earlier than 8:00
44 a.m. and shall consist of the standard 8.25 hour workday on the 4 on, 2
45 off schedule.
46

- 1 C. The initial starting time of the 5th platoon in each Patrol Section may be
2 initially determined unilaterally by the City, subject to the 8:00 a.m. start
3 time limitation. The work schedule and the work hours of the 5th platoon
4 in each Patrol Section shall be subject to the provisions contained in
5 Article 18 of this Agreement.
6
7
8

9 **ARTICLE 19**
10 **TRANSFERS**
11

12 **Section 1: Definitions**

13 A. Transfers

- 14 1. A transfer shall be defined as the change of assignment from one
15 section to another section, or from one division to another division.
16 Changes of assignment made within the Criminal Investigation
17 Division or the Special Criminal Investigation Section will not be
18 considered transfers.
19 2. A permanent change in platoon assignment shall be considered a
20 transfer when it exceeds 60 days in duration.
21

- 22 B. A temporary assignment shall not be for more than 60 days in duration at
23 which time it shall become a change of assignment subject to this Article.
24 However, temporary transfers may be made to PDS for the sole purpose
25 of conducting backgrounds, for a period of up to six months. The
26 positions shall be posted to determine interest; the employer shall make
27 selections at its discretion; the employees shall be returned to their
28 original position upon completion of the temporary assignment, or if the
29 member is selected for another position pursuant to the provisions
30 contained below.”
31

- 32 C. Temporary transfers to limited duty assignments due to disabilities may
33 be extended for the duration of the disability. Such reassignments shall
34 not result in eligibility for overtime payment in accordance with Article
35 18, Section 3 (A) of this Agreement.
36

37 **Section 2: Involuntary Transfers**

- 38 A. The Chief of Police, or his designee, shall maintain the right to transfer
39 employees when necessary to meet legitimate operating needs of the
40 Department. Transfers shall not be made for punitive reasons except
41 when done as a result of discipline in accordance with Article 20,
42 Section 2(B) of this Agreement.
43
44 B. An employee subject to a transfer under paragraph A above, upon written
45 request given to the Section Commander within five (5) days of the notice
46 of transfer, shall receive within five (5) days of such request a written
47 statement as to the specific reason for such transfer. This statement shall
48 be binding on the City.

- 1 C. All transfers made under this Section shall be subject to grievance and
2 arbitration pursuant to Article 27 of this Agreement, and any grievance
3 alleging a transfer made in violation of this Section may be filed directly
4 at Step C of the grievance procedure within five (5) days of receipt of the
5 written statement provided pursuant to paragraph (B) above, and if not
6 resolved and appealed to arbitration, may be the subject of expedited
7 arbitration before the contract Arbitrator, upon demand by either party.
8 D. In any arbitration proceeding alleging a transfer made in violation of this
9 Section, the City shall go forward and show legitimate operating needs
10 for the transfer.
11

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

- 13 A. Unless a transfer is made for a specifically identified operating need
14 under Section 2, paragraph A above, or as provided in paragraph F below,
15 whenever the City desires to permanently fill a new position or vacancy
16 within the bargaining unit, notice will be made by teletype and/or Daily
17 Bulletin, and posted to inform members for a period of ten (10) calendar
18 days.
19
20 B. All announcements of new positions or vacancies will specify the
21 qualifications and criteria established for the position or vacancy by the
22 Chief of Police or his designee.
23
24 C. Members may apply for consideration for a new position or vacancy
25 posted under this Section. Requests will be considered department-wide.
26
27 D. No new position or vacancy may be filled during the ten (10) day posting
28 period except on an acting basis when necessary as a result of emergency
29 or to replace a transferred or promoted member. Members who submit
30 requests after the ten (10) day posting period will not be considered.
31
32 E. New positions or vacancies shall be filled as provided in Section 4 of this
33 Article. Nothing in this Section shall be construed as requiring the filling
34 of new positions or vacancies.
35
36 F. New positions or vacancies which exist in the Office of the Chief of
37 Police are not subject to this Section.
38

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

- 40 A. The establishment of qualifications and criteria for new positions or
41 vacancies shall be solely the responsibility of the Chief of Police or his
42 designee.
43
44 B. Unless the new position or vacancy is filled by a transfer made pursuant to
45 Section 2 of this Article, or pursuant to Section 3(F) of this Article, new
46 positions or vacancies posted pursuant to Section 3 of this Article shall be
47 filled by a member who has applied for such new position or vacancy, and
48 who meets the qualifications and criteria established for such new position
49 or vacancy. In determining who shall be selected for a new position or

vacancy, the Chief of Police, or his designee shall select the most senior candidate, if all other factors relative to the candidate's ability to perform the duties of the position are equal. It is the responsibility of the candidate seeking the position to demonstrate that he possesses the qualifications for the position or vacancy.

C. Any candidate not selected shall be entitled to a written statement as to the reasons for non-selection, upon written request to the command responsible for the final selection.

D. Selections made under this Section shall be subject to the grievance and arbitration procedure contained in Article 27 of this Agreement, upon a grievance filed by a candidate who was not selected in favor of a less senior candidate. In any arbitration proceeding alleging a violation of this Section, the burden of proof shall be upon the City to establish that all other factors were not equal when selecting the less senior candidate.

Section 5: Maintenance of Seniority

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

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 reasonable apprise the member of the allegations made against him shall be provided prior to any interview.

6. A member of the bargaining unit shall have the right to have present, as a representative, at the member's own interview an attorney of his choice, or a representative designated by the Club, except that the member may not be represented by any other unit member who is identified as a target or witness of the investigation at the time the member is interviewed by members of the Professional Standards Section, or may waive such right to representation. The designation of a particular representative shall not unduly delay the process. This representation shall extend to allowing the attorney or the representative to pose questions to the member of the bargaining unit at the conclusion of the questioning being done by the Police Department, or if the member is unrepresented, he shall have the right to make a statement. The attorney or Club representative shall not interfere with or impede the investigation. It is further agreed that the City of Rochester and the Rochester Police Department will attempt to resolve disciplinary actions only with the attorney selected by the member of the bargaining unit, or a representative of the Club where the member has elected such representation. It is the express intent of the parties to restrict representation of the members of the bargaining unit to representatives of the Club in those instances when the member of such bargaining unit is not represented by counsel or is not representing himself.
7. A member of the bargaining unit subject to such investigation by the Police Department shall have the right upon request to a copy of any statement he shall make to the Police Department, free of charge, within 30 days of its production, provided such statement is reduced to writing and may have a copy released directly to an authorized Union representative upon signed release of the member.
8. The City of Rochester agrees that it will not interrogate bargaining unit members in Professional Standards Section interviews regarding conversations between the members and their Union representatives which occur as a result of the Union's statutory duty to represent its members.
9. A member of the bargaining unit shall have the right to electronically or otherwise record any and all statements he gives to the Police Department during such investigation.
10. A member of the bargaining unit subject to such investigation by the Police Department shall not be subject to any offensive language nor, except as otherwise provided herein, shall he be threatened with transfer, dismissal, or any other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions. Nothing herein contained shall be construed as to prohibit the Police Department from instructing the member that his failure or refusal to answer any questions can become the subject of disciplinary action itself, resulting in disciplinary punishment.
11. In no event shall a member of the bargaining unit be ordered or requested to submit to a lie detector or polygraph test.
12. Prior to the filing of departmental charges, the bargaining unit member shall be afforded an opportunity to be heard.

13. Any member of the bargaining unit shall be given a copy of any warning or memorandum entered in his personnel file. If in the opinion of said member, the warning or memorandum issued was not justified, then the member shall have the right to respond in writing and have such response entered in his personnel file. Such warnings and memoranda are not discipline.
14. A member of the bargaining unit subject to such investigation by the Rochester Police Department shall suffer no reprisals, directly or indirectly, for exercising his rights under this Article.
- 15.1 Except as provided in Section 2 of this Article, discipline shall be covered by Civil Service Law Section 75 and 76. The Hearing Board shall be selected in the following manner:
 - A. The Appointing Authority will submit to the member a list of 3 command officers of the rank of Lieutenant or higher from which the member must select at least 2 who shall serve on the Hearing Board.
 - B. The member may submit to the Appointing Authority a list of 3 other members holding a rank higher than his rank from which the Appointing Authority shall select one member of the Hearing Board.
 - C. If a civilian is named to serve on the Hearing Board upon the request of the complainant, the civilian will serve in place of one of the Appointing Authority's designees. The member will decide which command officer will be replaced by the civilian.
- 15.2 A member charged with misconduct and/or incompetence may elect to have his/her hearing held before a single Hearing Officer pursuant to Section 75 of the Civil Service Law. Such Hearing Officer shall be a professional neutral, selected, on a rotating basis, from a panel of at least three neutrals mutually agreed to by the City and the Locust Club. In the event the parties cannot agree to a panel, the neutral shall be selected by the Appointing Authority from a list of such neutrals maintained by the American Arbitration Association regional office in Syracuse, New York. The costs and expenses of such neutral Hearing Officer shall be paid by the City, and the Hearing Officer shall conduct a hearing pursuant to Section 75 of the Civil Service Law and shall forward his/her Findings and Recommendations to the Appointing Authority for decision in accordance with the provisions of Section 75.
16. No removal or disciplinary proceeding shall be commenced more than eighteen (18) months after the occurrence of the alleged incompetence or misconduct complained of in the disciplinary charges, except that such limitations shall not apply where the incompetency or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.
17. The Chief shall make a written final disposition and notify the accused officer of the Hearing Officer's recommendation within thirty (30) days following receipt of the recommendations. A copy of the disposition and the Hearing Officer's recommendation will be provided to the member and the Union President.

18. Unless the nature of the investigation requires immediate attention, the member shall be given at least 48 hours advance notice of any interview conducted under this Section.
19. All members placed on the Hearing Board list will be done so at the discretion of the Chief of Police. The list of eligibles shall be made available to the Locust Club President at a reasonable time prior to the selection of a Hearing Board panel.
20. (A) The City agrees to release a copy of all statements of potential witnesses that the City anticipates calling as a witness for the City of Rochester against an accused member. The statements shall be released to the member's attorney or the Locust Club president or his designee at least forty-eight (48) hours prior to the hearing, provided that the member agrees in writing not to contact or have an agent contact any person whose statement is to be provided. Upon receipt of the statements, neither the Union nor its agents shall contact any person whose statement has been provided.
- (B) The Union agrees to release a copy of all statements of potential witnesses that the Union anticipates calling as a witness for the defense of any accused member. The statement shall be released to the Commanding Officer of the Professional Standards Section at least forty-eight (48) hours prior to a hearing date.
- Upon receipt of the statement, the City agrees not to contact any person whose statement has been given to the City's representative.
21. The Union can allege violation of procedures to the Chief of Police in writing. The Chief will take such allegation into consideration as possible mitigating circumstances in selecting the disciplinary penalty, if any.
22. Professional Standards Section interviews of employees assigned to the 3rd platoon shall be scheduled to begin no later than 2 PM unless the exigency of the investigation dictates otherwise.
23. Bargaining unit members will not be questioned in Professional Standards Section interviews regarding conversations between the members and their union representatives which occur as a result of the union's statutory duty to represent its members.

Discipline Guidelines and Classification of Penalties - see Appendix 1

Section 2: Command Discipline

- A. Notwithstanding the provisions of Section 75 and Section 76 of the Civil Service Law, or Section 1 of this Article, Section Commanders, regardless of rank, or any command officer holding the rank of Major or higher, may impose discipline for minor violations of the Rules & Regulations and General Orders of the Department.
- B. Discipline imposed through command discipline shall be one of the following: Letter of reprimand; suspension without pay for a maximum of three (3) days; requirement to work up to three "R-Days" without additional pay; reimbursement up to \$100 of the value of the property which is intentionally or negligently damaged or lost by a member; successful completion of a driver training program; or transfer.

- 1 C. When command discipline is imposed, the member shall:
- 2 1. accept the commander's disciplinary findings and punishment; or
- 3 2. accept the commander's disciplinary findings and appeal the
- 4 punishment to the Command Discipline Appeal Board, the
- 5 determination of which shall be final; or
- 6 3. refuse the commander's disciplinary findings and punishment and
- 7 elect disciplinary proceedings pursuant to Section 75 of the Civil
- 8 Service Law.
- 9
- 10 D. The Command Discipline Appeal Board shall consist of two (2)
- 11 command officers appointed by the Chief of Police and the President of
- 12 the Locust Club or an elected Club officer designated by him.
- 13
- 14 E. Disciplinary determinations made under this Section shall be governed
- 15 only by these procedures and shall not be subject to the grievance
- 16 procedure set forth in Article 26 of this collective bargaining agreement
- 17 or appealed in any other manner, including a proceeding under Article 78
- 18 of the CPLR, or the Civil Service Law. This subdivision shall not be
- 19 interpreted to preclude the member from utilizing the procedure set forth
- 20 in subdivision C(3) of this Section.
- 21
- 22 F. No command discipline shall be commenced under this Section more
- 23 than ninety (90) days after the occurrence of the alleged misconduct.
- 24
- 25 G. The record of any command discipline shall be removed from a member's
- 26 personnel record after the member has had no other discipline imposed
- 27 for a period of one year, and will not be used against the member
- 28 thereafter. Upon request of the member, such written records shall be
- 29 destroyed or returned to him.
- 30
- 31 H. Upon the member accepting the commander's disciplinary findings and
- 32 punishment, or upon the determination of the Command Discipline
- 33 Appeal Board, the appointing authority may under no circumstances
- 34 overrule the punishment imposed or impose further discipline for the
- 35 same violation.
- 36

37

38

39 **ARTICLE 21**

40 **MEMBERS RIGHTS**

41

42 **Section 1: Access to Personnel File**

43 A member shall, after requesting in writing, be permitted to review his own

44 personnel file that is maintained in the Police Chief's office, in the presence of an

45 appropriate official of the Department. Only complainants' names and addresses

46 and reference sources shall be deleted from said file when it is so deemed necessary.

47 Requests for such viewing must be honored within fifteen (15) days of such request.

Section 2: Release of Police Photographs

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

Section 3: Release of Employment Records

1. Upon receipt by the City of a request for the employment records of a member or former member of the Rochester Police Department, the City may disclose to the requesting party the records of any prior disciplinary proceedings in which such member or former member was found guilty or pled guilty following charges and an opportunity to be heard pursuant to Section 75 of the New York State Civil Service Law. The City may also disclose to the requesting party records of disciplinary charges if such member resigned or retired from the Rochester Police Department with the disciplinary charges pending. However, a member who retires or resigns from the Rochester Police Department with disciplinary charges pending shall have the right within two weeks after leaving the Rochester Police Department to file a written statement which shall be maintained with the charges and which shall be disclosed whenever the disciplinary charges are disclosed. The City shall not disclose to the requesting party records of an internal investigation that was pending without charges at the time the member resigned or retired from the Rochester Police Department unless charges were brought after the member retired or resigned, and said member was given an opportunity for a name-clearing hearing or to file a written statement. Such charges shall be brought within the time for bringing disciplinary charges against a member of the Department. The member shall be allowed two weeks to either request a name-clearing hearing or to file a written statement. If the member elects to file a written statement, the statement shall be maintained with the charges and shall be disclosed whenever the disciplinary charges are disclosed. If the member elects to have a name-clearing hearing, the hearing shall be held before a member of the Rochester Police Department of the rank of Captain or above who is chosen by the Chief from a list of three names submitted by the former member. The hearing shall not be bound by the formal rules of evidence. The hearing officer shall make a recommendation to the Chief, who shall make the final determination. A transcript shall not be required, but either party may provide for a transcript at their own cost. The sole issue in such a hearing shall be whether substantial evidence supports the charges so that the records can be released to a requesting party. The hearing shall have no effect on the former member's status with the Department and shall not constitute a determination of guilt or innocence on the charges for disciplinary purposes. The former member may be called as a witness at the hearing by either party.
2. Any member or former member of the Rochester Police Department shall have the opportunity to review his or her own history record maintained by the Professional Standards Section of the Rochester Police Department, upon written request, at a time and in a manner to be reasonably established by the Professional Standards Section, provided that nothing contained

herein shall give any member or former member the right to review the history record of an investigation pending at the time of such review if the member or former member has not yet been notified of the investigation, nor the right to review any record relating to any investigation by the Professional Standards Section other than the history record.

ARTICLE 22 SENIORITY

Section 1: Police Officers

Employees' seniority shall be based upon:

- a. date of appointment as a member of the Rochester Police Department, and
- b. position on Civil Service list

Section 2: Commanding Officers

Commanding officers' seniority shall be based upon:

- a. date of promotion into rank,
- b. position on the Civil Service list
- c. length of service as a City of Rochester police officer
- d. total length of service as a police officer
- e. standing in the City of Rochester Police Academy class
- f. discretion of the Police Chief

Section 3: Current List

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

Section 4: Reinstated Employees

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

ARTICLE 23 OUT-OF-TITLE WORK

Section 1: Compensation

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

promoted regularly to the higher title. The subject of excessive out-of-title work is a valid labor management discussion item.

Section 2: Method of Payment

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

Section 3: Selection for Out-of-Title Work

A. Officers shall be assigned to out-of-title work within the Section and Platoon by the Police Chief or Commanding Officer by utilizing the following criteria: position on current promotional list, work experience and quality of work.

B. If work experience and quality of work are equal in the judgment of the Police Chief or Commanding Officer, preference will be given to the officer highest on the promotional list, or in the absence of a promotional list, seniority will replace position on the promotional list placement.

**ARTICLE 24
CIVIL SERVICE PROCEDURE**

Section 1: Duration

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

Section 2: Scheduling of Tests

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

Section 3: Physical Standards

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

Section 4: Standards

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

Section 5: Promotional Vacancies

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

**ARTICLE 25
LEAVES OF ABSENCE**

Section 1: Leave of Absence Without Pay

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

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

Section 2: Educational Leave

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

Section 3: Unapproved Leave of Absence

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

**ARTICLE 26
RELEASE TIME FOR CLUB BUSINESS**

Section 1: Release Time for Club Business

The City agrees to place one member on release time, up to a maximum of 1,300 hours per contract year, for the purpose of conducting official Club business. The Club President shall determine which member shall be released and shall notify the Chief of Police after the determination has been made at least one (1) week prior to the commencement of such release time, specifying the period or periods of such release time.

Section 2: Release Time for Club President

The City agrees to place the Club President on full detached duty with full pay during his term of office to investigate and process grievances, attend labor-management meetings, attend Club meetings, and to perform other official Club business for the members of the Police Bargaining Unit.

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

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

Section 4: Release Time for Regular Special Club Meetings

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

Section 5: Release Time for Negotiation Committee

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

Section 6: Release Time for Election Commissioners

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

Section 7: Designation of Club Representatives

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

Section 8: Executive Board Members

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

**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.

- 1 B. Failure at any step of this procedure to communicate to the Club the
2 decision on a grievance within the specified time limits shall permit the
3 Club to proceed to the next step of the grievance procedure. Failure to
4 announce an appeal of a grievance to the next step within the specified
5 time limits shall terminate the grievance.
6
7 C. In case of Group, Policy or organization type grievance, the grievance
8 may be submitted at Step B by the Club representative.
9
10 D. The time limitations set forth in Section 3 of this Article may be extended
11 by the mutual consent of the Club President or designee and the Chief of
12 Police or Manager of Labor Relations.
13

14 **Section 3: Grievance Steps**

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

17 **Step A:**

18 The aggrieved member, with or without a Club representative, shall
19 present the grievance orally to the immediate supervisor and the
20 commanding officer of the aggrieved within fifteen (15) working days.
21 An oral decision by the commanding officer must be presented to the
22 Club representative within three (3) working days of receipt of the oral
23 grievance. No resolution of a grievance at this step shall constitute a
24 binding precedent.
25

26 **Step B:**

27 If not resolved at Step A within five (5) working days of the receipt of the
28 oral decision, the Club President or designee, with or without the
29 aggrieved member, shall present a written grievance, which shall contain
30 the oral decision, to the Chief of Police or his officially designated
31 representative who shall within five (5) working days, discuss the
32 grievance with the Club President or his designee and who shall, within
33 ten (10) working days of the receipt of the written grievance, forward his
34 written decision concerning the grievance to the Club President or his
35 designee.
36

37 **Step C:**

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

Step D:

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

Section 4: Arbitration

- A. An arbitration proceeding shall be conducted before the Permanent Contract Arbitrator, who shall be mutually selected by the parties no later than August 1, 1995, and shall serve until replaced by mutual agreement of the parties. The Permanent Contract Arbitrator shall have full authority pursuant to the provisions contained in this Section to resolve all pending grievances and future grievances brought by either party. Additionally, the Permanent Contract Arbitrator shall develop, in consultation with the parties herein, an expedited arbitration procedure to resolve all pending and future grievances in an efficient, timely and cost effective manner. Such expedited arbitration procedure shall become an Appendix to the parties Agreement.
- B. Decisions of the arbitrator shall be final and binding on the Club, the City and any grievant, provided said decision is within the scope of his authority and the constraints established by this section. The arbitrator shall have no authority or power to render a decision or award inconsistent with Statutory or Appellate decisional law.
- C. The selected arbitrator shall hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator.
- D. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
- E. The authority of the arbitrator shall be limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to alter, add to or subtract from or otherwise modify the terms of this Agreement as written. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority or power to determine any other issues not submitted to him. He shall confine his decision and award solely to the interpretation and application of this Agreement.
- F. Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the Club. However, each party shall be responsible for compensating its own witnesses. If either party desires a transcript of the proceedings, it may cause the transcript to be made.

Each party shall be responsible for the payment for their copy of the transcript. The parties shall equally share the expense of the arbitrator's copy.

ARTICLE 28

GRIEVANCE COMMITTEE AND REPRESENTATION

Section 1: Club Representatives

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

Section 2: Representative Pursuance

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

Section 3: Release from Assignment

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

Section 4: Representative with Grievance

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

ARTICLE 29

POLICE LABOR-MANAGEMENT COMMITTEE

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

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

**ARTICLE 30
GENERAL PROVISIONS**

Section 1: Applicable Laws

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

Section 2: Savings Clause

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

Section 3: Contract Modification

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

Section 4: Changes in Rules, Regulations and General Orders

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

Section 5: Printing of Contract

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

Section 6: Police Vehicles

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

Section 7: Lounge

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

Section 8: Defense and Indemnification of Police Officers

- A. The City shall pay reasonable and necessary attorney's fees at rates prevailing in the local legal community, disbursements and litigation expenses incurred by a police officer in his defense in a criminal proceeding in a state or federal court arising out of any alleged act or omission that occurred or allegedly occurred while the employee was exercising or performing or in good faith purporting to exercise or perform his powers and duties. The police officer shall be entitled to private counsel of his own choice, except that the Corporation Counsel may require that appropriate groups of police officers be represented by the same private counsel. This duty to pay for a defense in a criminal proceeding shall arise only upon the complete acquittal of a police officer, the dismissal of all criminal charges against him, or a no-bill by a Grand Jury investigating an on-duty use of a weapon. Attorney's fees, disbursements, and litigation expenses shall be submitted by the attorney within 30 days after acquittal or dismissal to the Corporation Counsel in the manner and form required by him, and shall be reviewed and approved by him prior to payment.
- B. The City shall provide for the defense of a police officer in any civil action or proceeding before any state or federal court or administrative agency arising out of any alleged act or omission that occurred or allegedly occurred while the police officer was exercising or performing or in good faith purporting to exercise or perform his powers and duties. This duty to provide for a defense shall not arise where the action or proceeding is brought by or at the behest of the City itself unless the police officer is successful in such action or proceeding.
- C. The Corporation Counsel shall defend, or may employ special counsel to defend, the police officer in any civil action or proceeding unless the Corporation Counsel determines that a conflict of interest exists or may arise in which case the police officer shall be entitled to private counsel of his choice, except that the Corporation Counsel may require that appropriate groups of police officers be represented by the same private counsel. If special counsel is employed, or a police officer is represented by private counsel, the City shall pay reasonable and necessary attorney's fees at rates prevailing in the local legal community, disbursements, and litigation expenses incurred by a police officer in his defense. Attorney's fees, disbursements and litigation expenses shall be submitted by the attorney promptly after the end of each month to the Corporation Counsel, in the manner and form required by him, and shall be reviewed and approved by him prior to payment.

- 1 D. The City shall indemnify and save harmless a police officer in the amount
2 of any judgment obtained against the police officer in a state or federal
3 court or administrative agency, or in the amount of any settlement or a
4 claim, provided that the act or omission occurred while the police officer
5 was exercising or performing or in good faith purporting to exercise or
6 perform his powers and duties. This duty to indemnify and save harmless
7 shall not arise where the injury or damage resulted from intentional
8 wrongdoing on the part of the police officer; nor shall it arise where a
9 judgment is obtained or claim settled as a result of an action or
10 proceeding brought by or at the behest of the City itself; nor shall it arise
11 with respect to non-automatic punitive or exemplary damages, fines or
12 penalties.
13
- 14 E. The duties to pay for or to provide a defense and to indemnify and save
15 harmless shall be conditioned upon (a) delivery by a police officer to the
16 Corporation Counsel of any notice, summons, complaint or any other
17 legal process within five (5) business days after he is served with such
18 document, and (b) the full cooperation of a police officer in the defense of
19 any action or proceeding against him or against the City based upon his
20 alleged acts or omissions, and in the taking of any appeals.
21
- 22 F. Any dispute arising under this Section shall be submitted to arbitration
23 pursuant to Article 27, Section 4, of this Agreement. A demand for
24 arbitration must be served within sixty (60) days of written notice to the
25 Club of a decision by the Corporation Counsel.
26
27
28

29 **ARTICLE 31**
30 **BULLETIN BOARDS AND INFORMATION UPDATE**

31
32 It is agreed that the Club may use all official police bulletin boards for the
33 purpose of posting Club notices to Club members, provided that such notices shall
34 be clearly identified as Club notices.
35

36 The Information Update and the video tape system may also be used for
37 Club announcements, provided that the Club's use of the video tape system does not
38 interfere with the normal functioning of the Police Department. The Club agrees to
39 confine its use of the video tape system to issues of working conditions and Club
40 social events. The Chief of Police shall have final content approval of all video tape
41 programming to insure its professionalism.
42

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

ARTICLE 32
TERM OF CONTRACT

Section 1: Duration

This contract shall be for a period of two (2) years commencing July 1, 1999, and ending June 30, 2001. This agreement incorporates the award of the Arbitration Panel as signed by Chairman Selchick on November 14, 2000. In the event of any conflict between the award and this Agreement, the award language and intent shall prevail. This contract shall automatically be renewed from year to year thereafter, unless either party shall notify the other party in writing not earlier than November 15th and not later than November 30th, or as hereinafter provided for any renewal period of the party's intention to change, alter, amend or terminate this contract.

Section 2: Negotiations

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

ARTICLE 33
JURY DUTY

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


ARTICLE 34
PUBLIC SAFETY AIDES

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

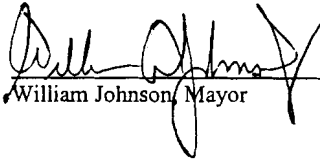
1. Public Safety Aides will not respond to any call for police service, but will be allowed to take reports in police facilities and NET offices on Tele-Serve eligible calls as provided in General Order 460, quality of life complaints, and to take reports of "non-priority 1" calls for service or calls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

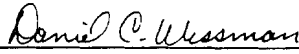
1 **IN WITNESS WHEREOF**, the parties have hereto caused this Agreement
2 to be executed by their duly authorized representatives.
3

4
5 **FOR THE ROCHESTER POLICE LOCUST CLUB, INC.:**
6

7
8 
9
10 Ronald G. Evangelista
11 President
12

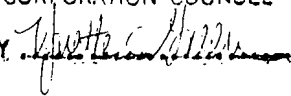
13
14
15
16 **FOR THE CITY OF ROCHESTER, NEW YORK:**
17

18
19 
20
21 William Johnson, Mayor
22

23
24
25 
26
27 Daniel C. Wissman
28 Chief Negotiator
29

30
31
32 DATE: May 18, 2001
33

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:

1st Incident 2nd Incident 3rd Incident

Class 1

3 Day Suspension	10 Day Suspension	20 Day Suspension
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Class 2

10 Day Suspension	30 Day Suspension	60 Day Suspension
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Class 3

Dismissal	Dismissal	Dismissal
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- 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		
MANUAL OF RULES AND REGULATIONS		
TABLE OF CONTENTS		
		<u>Class</u>
SECTION I - ORDERS and DISCIPLINE		
1.1	(A) Obedience to Laws, Ordinances and Rules	3*
	(B) Assist Other Persons	
	(C) Constitutes Violation	
	(D) Conviction	
1.2	Familiarity with the Laws, Ordinances and Rules	1
	(A) Returning from Absence	
	(B) Unfamiliarity No Defense	
	(C) Making Changes as Directed	
1.3	Obedience to Orders	3
	(A) Comply with Orders	
	(B) Geographic Limits	
1.4	Issuance of Orders	1
1.5	Conflict of Orders	1
1.6	Insubordination	3
SECTION II - PERFORMANCE of and ATTENTION to DUTY		
2.1	General Duties	2
	(A) Protection of Life and Property	
	(B) Duties	
2.2	Identification	1
	(A) Sworn	
	(B) Non-Sworn	
2.3	Respond when Directed	1
2.4	Reporting for Duty	1
2.5	Absence from Duty	2
2.6	Action Required Regardless of Assignment	3
2.7	Cooperation/Coordination	2

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

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	1
13			
14	2.20	Reading on Duty	1
15	2.21	Supervisors Addressed by Title	1
16	2.22	Concealment	1
17	2.23	Performance of Duties	3

SECTION III - USE OF OFFICIAL POSITION

22	3.1	City of Rochester Code of Ethics	2
23	3.2	Conducting Private Business or Association on Duty	1
24			
25	3.3	Use of Badge or Position for Personal Gain	2
26			
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
33	3.10	Communicating Information to Aid Evasion	3
34	3.11	Civil Cases	2

SECTION IV - GENERAL CONDUCT

1			
2			
3	4.1	Conduct	3
4	4.2	Courtesy	2
5	4.3	No Connections with Liquor	
6		Establishment	2
7	4.4	Personal Associations	2
8	4.5	Frequenting Unlawful Establishments	3
9	4.6	Truthfulness	3
10	4.7	Malicious Rumors	1
11	4.8	Discussing Evidence	3
12	4.9	Divulging Police Information	3
13	4.10	Speeches, Statements, etc.	2
14	4.11	Membership and Organizations	2
15	4.12	Political Activity	1
16	4.13	Seeking/Accepting Compensation	
17		for Damages	1
18	4.14	Debts	1
19	4.15	Expenditures of Department Funds	2
20	4.16	Correspondence, Letterheads	1
21	4.17	Personal Cards	1
22	4.18	Department Property and Equipment	1
23	4.19	Department Facilities & Property	1
24	4.20	Use of Alcoholic Beverages	3
25	4.21	Gambling	3
26	4.22	Use of Tobacco	1
27	4.23	Controlled Substances	3
28	4.24	Applications for Pistol Permits	1
29	4.25	Harassment	2
30	4.26	Notices, Posting, Circulation	1
31	4.27	Cooperation with Internal Investigations	2
32	4.28	Responsibility of Employees while	
33		Suspended From Duty	1

SECTION V - REPORTS

5.1	Altering, Delaying or Falsifying Reports	3
5.2	Reporting Violations	1
5.3	Reporting Illegal Activities	2
5.4	Testimony for Defense	2
5.5	Information Regarding Crime	1
5.6	Actions Against Employees	2
5.7	Address and Telephone Number	1

**SECTION VI - RESPONSIBILITIES OF
COMMANDING OFFICERS AND SUPERVISORS**

6.1	Command	2
6.2	Subordinate Incompetency or Misconduct	3
6.3	Courtesy	2

• SECTION I

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

APPENDIX 2

**MEMORANDUM OF AGREEMENT
between
THE CITY OF ROCHESTER, NEW YORK
and
THE ROCHESTER POLICE LOCUST CLUB, INC.**

I.

1. Off-duty employment, for the purposes of this Agreement, shall mean the employment of Rochester Police Department Police Officers by separate and independent employers. Off-duty employment shall continue to be controlled by General Order #245.
2. Unit members at approved off-duty employment at Frontier Field, and at events at the High Falls area approved by the Chief of Police, may wear City issued uniforms and equipment (but not City vehicles).
3. The City shall establish a rate of pay for uniformed, off-duty Rochester Police personnel which shall be equal to the base hourly rate of pay as contained in Article 3, Section 1, of the existing collective bargaining agreement between the City and the Rochester Police Locust Club.
4. Except as modified herein, the Agreement signed July 3, 1996 (attached) shall continue in force.
5. In addition to the discretion of the Police Chief to limit individual member's ability to participate in off-duty employment, probationary employees shall not work off-duty. Members in command ranks shall be limited to off-duty employment assignments commensurate with their rank.
6. This Agreement shall be contingent upon the Greater Rochester Outdoor Sports Facility Corporation's decision to use uniformed Rochester Police Officers as security personnel.

II. The parties agree to amend the collective bargaining agreement as follows:

1. Article 19, Section 2: Add paragraph E:
E. The Chief of Police shall have the right to transfer any Captain at the Chief's discretion. Such transfers shall not result in the obligation to pay overtime for changes in work hours or schedules that occur as a result of the transfer. Such transfers shall be grievable only to the extent that they are arbitrary and capricious and unrelated to the operations of the Department.

- 1 2. Article 18, Section 3: Modify Paragraph D to include the NET
2 Lieutenant and NET CPO positions existing at the time of the
3 signing of this Agreement.
4
5

6 III. Subject to Paragraph II.2 above, the regular hours of work for NET
7 Lieutenants shall be 10:00 AM to 6:15 PM. The regular hours of the NET CPO's
8 shall be the hours of the platoon to which they are assigned. It is understood that
9 NET Lieutenants and NET CPO's shall not have their schedules changed for the
10 sole purpose of depriving others of overtime opportunities.
11
12

13 IV. There shall be a third platoon in the Homicide Investigation Section with the
14 hours of 3:00 PM to 11:15 PM.
15
16

17 V. The provisions II through IV shall remain in effect as long as the members
18 of the Locust Club continue to work off-duty, in uniform, at Frontier Field and
19 approved High Falls events in accordance with the provisions of I above.
20
21

22 This Agreement shall expire on June 30, 2001. It may be continued or
23 extended by the mutual agreement of both parties. This Agreement is enforceable
24 through the grievance/arbitration process contained in the current collective
25 bargaining agreement between the parties.