

# AGREEMENT

between



**The City of Rochester,  
New York**

**AND**



**Rochester Police  
Locust Club, Inc.**

**July 1, 2024 to June 30, 2028**



**AGREEMENT**

**between**

**THE CITY OF ROCHESTER**

**and**

**ROCHESTER POLICE LOCUST CLUB, INC.**

**JULY 1, 2024**

**TO**

**JUNE 30, 2028**

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**ARTICLE 1  
PURPOSE OF AGREEMENT**

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

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

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

**ARTICLE 2  
RECOGNITION AND DUES CHECKOFF**

**Section 1: Bargaining Agent**

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

**Section 2: Non-Interference**

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

**Section 3: Voluntary Agency Shop**

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

1       **Section 4:                   Dues Checkoff**

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

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

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

19  
20       **Section 6:               Rehired Members**

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

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

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

**ARTICLE 3  
POLICE SALARIES**

**Section 1: Wage Schedule**

A. Effective as of **JULY 1, 2024**

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
90 Police Officer					
annual:	\$57,486	\$70,923	\$83,427	\$95,651	\$100,385
biweekly:	\$2,211.01	\$2,727.79	\$3,208.74	\$3,678.89	\$3,860.97
191 Detective					
annual:			\$107,907	\$114,443	
biweekly:			\$4,150.25	\$4,401.64	
92 Sergeant					
annual:			\$108,407	\$114,943	
biweekly:			\$4,169.48	\$4,420.87	
94 Lieutenant					
annual:			\$122,586	\$129,979	
biweekly:			\$4,714.85	\$4,999.19	
95 Captain					
annual:			\$138,323	\$146,666	
biweekly:			\$5,320.12	\$5,641.01	

**ARTICLE 3  
POLICE SALARIES**

**Section 1: Wage Schedule**

B. Effective as of **JULY 1, 2025**

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
90 Police Officer					
annual:	\$59,642	\$73,582	\$86,556	\$99,238	\$104,149
biweekly:	\$2,293.92	\$2,830.08	\$3,329.07	\$3,816.85	\$4,005.73
191 Detective					
annual:			\$111,972	\$118,753	
biweekly:			\$4,306.61	\$4,567.42	
92 Sergeant					
annual:			\$112,472	\$119,253	
biweekly:			\$4,325.84	\$4,586.65	
94 Lieutenant					
annual:			\$127,183	\$134,853	
biweekly:			\$4,891.66	\$5,186.66	
95 Captain					
annual:			\$143,510	\$152,166	
biweekly:			\$5,519.63	\$5,852.55	

**ARTICLE 3  
POLICE SALARIES**

**Section 1: Wage Schedule**

C. Effective as of **JULY 1, 2026**

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
90 Police Officer					
annual:	\$61,879	\$76,341	\$89,802	\$102,960	\$108,055
biweekly:	\$2,379.94	\$2,936.21	\$3,453.91	\$3,959.98	\$4,155.97
191 Detective					
annual:			\$116,190	\$123,225	
biweekly:			\$4,468.83	\$4,739.42	
92 Sergeant					
annual:			\$116,690	\$123,725	
biweekly:			\$4,488.06	\$4,758.65	
94 Lieutenant					
annual:			\$131,952	\$139,910	
biweekly:			\$5,075.09	\$5,381.16	
95 Captain					
annual:			\$148,892	\$157,872	
biweekly:			\$5,726.61	\$6,072.00	

**ARTICLE 3  
POLICE SALARIES**

**Section 1: Wage Schedule**

D. Effective as of **JULY 1, 2027**

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
90 Police Officer					
annual:	\$64,354	\$79,395	\$93,394	\$107,078	\$112,377
biweekly:	\$2,475.14	\$3,053.66	\$3,592.06	\$4,118.38	\$4,322.21
191 Detective					
annual:			\$120,857	\$128,174	
biweekly:			\$3,817.23	\$4,048.54	
92 Sergeant					
annual:			\$121,357	\$128,674	
biweekly:			\$4,667.58	\$4,949.00	
94 Lieutenant					
annual:			\$137,231	\$145,506	
biweekly:			\$5,278.10	\$5,596.40	
95 Captain					
annual:			\$154,848	\$164,187	
biweekly:			\$5,955.68	\$6,314.90	

**Section 2: Differential**

The differentials between ranks shall be:

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

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

**Section 3: Salary Steps**

A. i. Police Officer --Bracket 90

**HIRED BEFORE JULY 1, 1997**

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

- Step 1: Start
- Step 2: At the beginning of the first full pay period following successful completion of the formal recruit training and field officer training program, or at the beginning of the first full pay period after completing 8 months of service, whichever comes first.
- Step 3: At the beginning of the first full pay period after reaching the first anniversary after completing the formal recruit training and field officer training program, or at the beginning of the first full pay period after completing 20 months of service, whichever comes first.
- Step 4: At the beginning of the first full pay period after reaching the second anniversary after completing the formal recruit training and field officer training program, or at the beginning of the first full pay period after completing 32 months of service, whichever comes first.

A. ii. Police Officer --Bracket 90

**HIRED ON OR AFTER JULY 1, 1997**

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

- Step 1: Start
- Step 2: At the beginning of the first full pay period after successful completion of the formal recruit training and field officer training program, or at the beginning of the first full pay period after completing 8 months of service, whichever comes first.
- Steps 3, 4, 5: At the beginning of the first full pay period commencing one year after reaching the prior step.



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

7 C. Pay Steps - Officer Ranks  
 8

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

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

24 **Section 4: Longevity**

25 In addition to the salaries provided in Section 1 of this Article, each member  
 26 of the Unit shall receive a longevity benefit as follows:  
 27

28 1. The following chart is definitive of applicable longevity payments:  
 29

<u>Year</u>	<u>Longevity Amount</u>	<u>Year</u>	<u>Longevity Amount</u>
31 3	\$500	17	\$3400
32 4	\$600	18	\$3800
33 5	\$700	19	\$4200
34 6	\$800	20	\$4600
35 7	\$1000	21	\$5000
36 8	\$1200	22	\$5400
37 9	\$1400	23	\$5800
38 10	\$1600	24	\$6200
39 11	\$1800	25	\$6600
40 12	\$2000	26	\$6800
41 13	\$2200	27	\$7000
42 14	\$2400	28	\$7200
43 15	\$2600	29	\$7400
44 16	\$3000	30 or more	\$7600

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

**Section 5: Pensions**

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

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

**Section 6: Shift Adjustment**

Effective 7/1/24 and retroactive to that date, members assigned to platoons 1, 3, or 4, shall receive a \$1.50 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, Detectives, Sergeants and Lieutenants**

- A. Those assigned as Field Training Officers shall be paid an additional per diem amount equal to fifteen percent (15%) 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 fifteen percent (15%) 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.
- C. Those assigned as Field Training Detectives shall be paid an additional per diem amount equal to fifteen percent (15%) of their base salary (as set forth in Section 1) for each day in which they perform the duties of a Field Training Detective including training periods and the periods during which a Field Training Detective is assigned a probationary Detective or a Police Officer on a certified Civil Service list for promotion to Detective. There shall be a minimum of five (5) working days of field training upon assignment to the promoted position. Payment shall be made on a bi-weekly basis.

1 D. Those assigned as Field Training Sergeants shall be paid an additional  
2 per diem amount equal to fifteen percent (15%) of their base salary (as  
3 set forth in Section 1) for each day in which they perform the duties of a  
4 Field Training Sergeant including training periods and the periods  
5 during which a Field Training Sergeant is assigned a probationary  
6 Sergeant or a Police Officer on a certified Civil Service list for  
7 promotion to Sergeant. There shall be a minimum of five (5) working  
8 days of field training upon assignment to the promoted position.  
9 Payment shall be made on a bi-weekly basis.

10  
11 E. Those assigned as Field Training Lieutenants shall be paid an additional  
12 per diem amount equal to fifteen percent (15%) of their base salary (as  
13 set forth in Section 1) for each day in which they perform the duties of a  
14 Field Training Lieutenant including training periods and the periods  
15 during which a Field Training Lieutenant is assigned a probationary  
16 Lieutenant or a Sergeant on a certified Civil Service list for promotion  
17 to Lieutenant. There shall be a minimum of five (5) working days of  
18 field training upon assignment to the promoted position. Payment shall  
19 be made on a bi-weekly basis.

20  
21 **Section 8: Flexible Benefit Program**

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

26  
27 **Section 9: Deferred Compensation Plan**

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

32  
33 **Section 10: K-9**

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

37  
38  
39 **ARTICLE 4**  
40 **PROFESSIONAL STANDARDS**

41  
42 The Union recognizes the necessity of continuous improvement in  
43 efficiency and effectiveness throughout the employer's operations covered by this  
44 collective bargaining agreement and in this connection, it will urge its  
45 representatives and members to cooperate jointly with the employer in  
46 accomplishing this result.

**ARTICLE 5  
ADMINISTRATIVE LEAVE**

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

**ARTICLE 6  
PAID HOLIDAYS**

**Section 1: Recognized Holidays**

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

**Section 2: Payment for Holidays**

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

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

**Section 1: Benefits**

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

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

5 **Section 2: Other Provisions**

- 6 A. Clothing Allowance shall be provided during the first 12 months of Section  
7 8A-6 status. Said allowance may be continued at the discretion of the Chief  
8 of Police.  
9
- 10 B. Payment of shift adjustment, if any, will be made pursuant to Article 3,  
11 Section 6.  
12
- 13 C. Vacations will be covered by the appropriate General Order (currently  
14 General Order 230), except that if the officer is off duty on Section 8A-6  
15 status for more than 90 calendar days, he may have future vacation accruals  
16 reduced in proportion to non-working time at the sole discretion of the Chief  
17 of Police. Said decision of the Chief of Police shall not be reviewable or  
18 grievable.  
19
- 20 D. There shall be no accrual of personal leave while an officer is on Section 8A-  
21 6 status.  
22
- 23 E. The practice of providing compensatory days because the officer worked  
24 one work wheel rather than another shall cease for officers on Section 8A-6  
25 status.  
26  
27

28 **ARTICLE 8**  
29 **SICK LEAVE**  
30

31 **Section 1: Statement of Purpose**

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

36 **Section 2: Eligibility**

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

43 **Section 3: Bills for Service**

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

**Section 4: Discontinued Tours**

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

**Section 5: Sick Leave Allowance**

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

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

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

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

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

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

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

**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.

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

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

7 **Section 1: Statement of Purpose**

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

12 **Section 2: Emergency Situations**

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

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

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

28 **Section 4: Vacation Allowance**

29 A. Vacation accruals commence after one calendar month of full-time  
30 employment and monthly thereafter all members shall accrue vacation  
31 on the following basis unless otherwise provided:

- 32 1. less than one year of service through 3 complete years;  
33 12 days (1 day per month)
- 34 2. 4 years through 8 complete years; 16 days (16/12 or 1.34  
35 days per month)
- 36 3. 9 years through 14 complete years; 18 days (18/12 or 1.5  
37 days per month)
- 38 4. 15 years through 19 complete years; 20 days (20/12 or  
39 1.67 days per month)
- 40 5. 20 and more complete years; 25 days (25/12 or 2.08 days  
41 per month)
- 42

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

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

49 Members can accrue vacation time up to a maximum equivalent of two  
50 years of accruals. The maximum accrual allowed is fifty (50) days. Furlough days  
51 cancelled by the Chief pursuant to Section 2 of this Article will not be subject to the  
52 accrual limits in this provision.  
53

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

## 12 **ARTICLE 11**

### 13 **HOSPITAL & SURGICAL INSURANCE, DENTAL & DEATH BENEFITS**

14 **See Appendix 2 (Memorandum of Agreement )**  
15  
16  
17

## 18 **ARTICLE 12**

### 19 **CLOTHING AND MILEAGE ALLOWANCE**

#### 20 **Section 1: Clothing Allowance & Payments**

- 21 A. Effective September 10, 2018, all Detectives, Patrol Sections, Special  
22 Investigation Section, and Major Crimes Section coordinator assignments;  
23 one (1) member assigned to Special Operations Section (SOS) given  
24 administrative duties at the sole discretion of the Chief; and members  
25 assigned to the Criminal Investigations Section (CIS), except for Police  
26 Officers assigned to the Technicians Unit and License Investigation Unit,  
27 shall be paid an annual \$750 clothing allowance. All other members directed  
28 to work in plainclothes shall be paid on a per diem basis. Payment shall be  
29 made in the last payroll period of June and December of each year to all  
30 members who were directed, in writing, to work in civilian clothing during  
31 any part of the preceding six (6) months.  
32

- 33 B. All members on the payroll on November 1 of each year shall receive an  
34 annual uniform accessory allowance of \$750 to be paid in the first paycheck  
35 of November of each year.  
36

#### 37 **Section 2: Payment for Terminated or Retired Members**

38 Members who are terminated or who retire before one of the semi-annual  
39 payments outlined above will receive the clothing allowance which they are due in  
40 their final paycheck.  
41

#### 42 **Section 3: Safety Prescription Glasses**

- 43 A. The City will provide and replace as needed safety prescription eyewear  
44 when the member presents a prescription for eyewear. All safety  
45 prescription eyewear shall conform to ANS Z87.1 and O. S. H. A.  
46 Standards.  
47

- 48 B. Members of the unit will be permitted to purchase safety glasses in frames  
49 other than the standard frame, provided, however the member shall pay the  
50  
51  
52



1 difference between the cost of the standard frame and the approved frame  
2 he chooses.

- 3  
4 C. The Chief will designate at least six (6) frame styles which are consistent  
5 with the image of the Rochester Police Department.  
6

7 **Section 4: Mileage Allowance**

- 8 A. The City shall pay mileage reimbursement for the use of a member's  
9 privately-owned vehicle for the conduct of the City's business where such  
10 use has been permitted by the Chief or his designee. The reimbursement  
11 shall be the operative Federal (IRS) rate per mile. Record-keeping  
12 requirements may be established by the City.  
13  
14 B. For the working days during which a privately-owned vehicle is used on  
15 City business pursuant to subsection (A), the City shall provide a parking  
16 space or shall reimburse the member for parking expenses, at the City's  
17 option.  
18  
19 C. Use of a privately-owned vehicle may be made a condition of assignment.  
20 However, this requirement shall not apply to assignments in which the  
21 member is normally required to make arrests or perform patrol functions.  
22  
23 D. Notwithstanding (A), (B), and (C) above, the provisions of Special Order  
24 No. S-82-74 shall remain in effect.  
25  
26 E. Members assigned to the SIS and, effective September 10, 2018, members  
27 assigned to the CIS will be provided the use of an Employer-owned vehicle  
28 at no cost to the member when there are vehicles available for use that are  
29 otherwise used for their assignments.  
30

31 **Section 5: Uniforms**

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

37 **Section 6: Weapons and Equipment**

- 38 A. Effective September 10, 2018, the City will provide each member with an  
39 authorized on-duty weapon. Weapons so purchased by the City shall remain  
40 the property of the City.  
41 B. Effective September 10, 2018, the City shall provide ammunition, two spare  
42 magazines, leather goods, and replacements due to loss or destruction in the  
43 line of duty, without cost to the member.  
44  
45 C. The City will repair or replace, without charge, weapons damaged or lost in the  
46 line of duty, unless the loss or damage is the result of negligence attributable  
47 to the member.  
48  
49 D. Effective September 10, 2018, members who retire or resign in good standing  
50 may purchase their issued firearm in accordance with applicable state and  
51 federal laws, and City policies.  
52  
53 E. Members will maintain their weapons in compliance with standards  
54 established by the City.

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**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, Bachelor's Degree, or Master's Degree in Police Science or Criminal Justice from an accredited institution. Courses required for such degree programs must 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/Military Incentives**

- A. 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 any subject, or an educational salary benefit of 4% of the officer's base pay to those officers who hold or attain a Bachelor's Degree in any subject, or an educational salary benefit of 6% of the officer's base pay to those officers who hold or attain a Master's Degree or higher (e.g., JD, PhD) in any subject. The educational incentive stipend provided herein shall be added to a member's base pay and paid as such.

1 B. Effective January 1, 2023 for those members who have military  
2 veteran service, the City agrees to provide a service benefit of 2% of  
3 the officer's base pay to qualified individuals and employed recruits  
4 starting on the next full payroll period. Members who are honorably  
5 discharged veterans or members currently in the reserves or national  
6 guard and are in good standing are eligible for this incentive. The  
7 military incentive stipend provided herein shall be added to a  
8 member's base pay and paid as such.  
9

10 C. Members are eligible for only one incentive and payment of  
11 educational/military incentive will begin in the next full payroll  
12 following submission by the member to the Department Personnel  
13 Office of sufficient evidence of receipt of the appropriate  
14 degree/military paperwork.  
15

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

17 If Federal or State programs exist to pay all or a portion of the educational  
18 costs referred to in Section 1, the City will decrease its share appropriately so that  
19 100% of the direct educational costs are paid.  
20

21 **Section 4: Proportional Payment**

22 The City will pay 50% of the direct educational costs incurred in obtaining a  
23 Baccalaureate Degree in accordance with existing City Administrative Regulations.  
24 If the individual receives Veteran's Administration payments, the City will pay 50%  
25 of the direct educational expenses, or the difference between the Veteran's  
26 Administration payments and the total cost, whichever is less.  
27

28 Additionally, the City will pay 50% of the direct educational costs incurred in  
29 obtaining a Master's Degree in any subject area deemed to be work related, as  
30 determined by the Chief, subject to review pursuant to Article 27 of this Agreement.  
31

32 **Section 5: Procedures**

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

- 35 1. The member shall submit to the Police Chief proof of matriculation from the  
36 educational institution, prior to submitting applications for tuition  
37 reimbursement.
- 38 2. Employees shall submit Tuition Reimbursement Applications to the  
39 Police Chief no later than two (2) calendar weeks after commencement  
40 of any course for which educational reimbursement is sought.  
41
- 42 3. For courses previously approved for educational reimbursement,  
43 employees shall submit to the Police Chief official notification of course  
44 grade and receipts for allowed expenses no later than thirty (30) calendar  
45 days after receipt by the employee of such notification of grade.  
46
- 47 4. For degrees specified in Section 1 of this Article, employees shall  
48 present official notification from the educational institution of the  
49 awarding of such degree no later than thirty (30) calendar days after  
50 receipt of the degree. Within thirty (30) days of the expiration of the two  
51 (2) years of service from the date of such degree, the member shall  
52 submit application for the remainder of expenses to be reimbursed.  
53  
54

**ARTICLE 15**  
**OVERTIME**

**Section 1: Overtime Computation**

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

**Section 2: Call Backs to Duty**

- A. Except as provided in (B) and (C) below, on all authorized call backs to duty, a minimum of four (4) hours of pay, at the overtime rate, shall be provided.
- B. Except as provided in (C) below, for all authorized, scheduled overtime for administrative meetings only, when a member has been given at least 48 hours' notice, a minimum of three (3) hours of pay, at the overtime rate, shall be provided.
- C. Effective September 10, 2018, for overtime worked when a member is held over after the end of the regular tour of duty or when overtime is scheduled, at least 48 hours in advance, contiguous to and prior to the regular tour of duty, overtime shall be paid for time worked. This shall not apply to officers who work a special event and an Order has been issued.

**Section 3: Court and Training Time**

- A. All members who are required to report to City, County, Family, Supreme, Federal Court, Grand Jury Proceedings, Professional Standards Section interviews, District Attorney interviews, Corporation Counsel interviews, or quasi-judicial administrative agencies during off-duty hours as a result of the performance of their official duties shall be compensated at time-and-one-half with a minimum of three (3) hours. Notwithstanding the above, those working 3rd and 5<sup>th</sup> platoons who are required to report to a PSS interview prior to their regular tour of duty shall be paid overtime only for the time from the scheduled start of the interview until the employee's regular 3rd or 5<sup>th</sup> platoons starting time.

- 1 B. All members who are required to report to In-Service Training scheduled  
2 on off-duty hours shall be compensated at time-and-one-half with a  
3 minimum of two (2) hours.
- 4
- 5 C. All members who are required to transfer evidence during non-duty hours  
6 shall be paid a minimum of one and one-half (1 1/2) hours at time-and-one-  
7 half.
- 8
- 9 D. All members who are assigned to training as trainees or trainers shall  
10 assume the “R” day schedule of the training assignment without the  
11 payment of overtime.  
12

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

- 14 A. Members of the bargaining unit will have the option of accruing  
15 compensatory time in lieu of overtime payment, provided, however, that no  
16 member, except as provided in Paragraph B, will be credited with  
17 compensatory time in excess of 360 hours. Compensatory time will be  
18 earned and computed at the same rate as is overtime pay.  
19
- 20 B. No member who works a 5-2 schedule will be credited with compensatory  
21 time in excess of 416 hours.  
22

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

- 24 A. All members shall be allowed to receive cash payment for earned  
25 compensatory time above 280 hours and up to 360 hours of accumulated  
26 compensatory time. Such payment shall be made at the member's base  
27 salary, plus educational incentive, if applicable.  
28
- 29 B. All members who work the 5-2 schedule shall be allowed to receive cash  
30 payment for earned compensatory time above 280 hours and up to 416  
31 hours of accumulated compensatory time. Such payment shall be made at  
32 the member's base salary, plus educational incentive, if applicable.  
33 Members who are assigned to a 5-2 work schedule, and who accumulated  
34 more than 360 hours of compensatory time, and who are subsequently  
35 changed to work a 4-2 schedule, shall maintain all of the accumulated hours  
36 of compensatory time until the next payment period as defined in paragraph  
37 C of this section at which time the member’s bank will be reduced to 280  
38 hours and the member will be paid for all compensatory time that was  
39 removed from the compensatory time bank. During this period when the  
40 member is assigned to a 4-2 work schedule, and prior to October 1 of that  
41 year, the member will not be allowed to add compensatory time to his bank  
42 above 360 hours unless he is reassigned to a 5-2 work schedule.  
43
- 44 C. Payments for compensatory time shall be paid only on or before October 1  
45 each year, provided that the member has requested such payment on or  
46 before September 1 of that year. Payment will be based on compensatory  
47 time earned through the last full pay period in August of that year.  
48

49 **Section 6: Special Events Overtime**

50 The procedures for the selection and payment of overtime for Special Events  
51 will be covered by General Order #265.  
52

53 **Section 7: Trading Time**

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

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

25 **Section 8: Compensatory Time Procedures**

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

46 **Section 9: Distribution of Overtime**

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

52  
53 If distribution of overtime is grieved and appealed to arbitration, the  
54 Arbitrator shall make his decision based upon fairness to the employees, the

1 practical application of the scheduled overtime, seniority, and the ability and need of  
2 the Department to fulfill its mission.  
3  
4

5 **ARTICLE 16**  
6 **LEAVE DUE TO DEATH IN FAMILY**  
7

8 **Section 1: Immediate Family**

9 Members shall be granted leave with pay for the death of a wife, husband,  
10 child, father or mother (whether natural, adopted or by legal guardianship), brother or  
11 sister, father-in-law or mother-in-law, grandmother, grandfather, grandchild, or any  
12 relative residing in the household. Said leave shall be from the time it is granted until  
13 the day after the funeral when the member shall report for duty, except that any officer  
14 working the first platoon will report to duty at their regular scheduled time the night  
15 of the day following the funeral.  
16

17 **Section 2: Other Relatives**

18 Members may be granted up to one (1) day for the purpose of attending the  
19 funeral of a brother-in-law or sister-in-law or a blood relative not included in Section  
20 1.  
21

22 **Section 3: Regular Days Off**

23 If regular days off fall within the permitted leave time for a death in the  
24 family or if the police officer involved is on furlough at the time of the death in the  
25 family, no additional days off will be granted due to the death.  
26

27 **Section 4: Official Notice**

28 Official notice of death shall be furnished to the employer by the  
29 employee, upon request.  
30

31 **ARTICLE 17**  
32 **CALCULATION OF ECONOMIC BENEFITS**  
33

34 **Section 1: Calculation Rate**

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

37 The biweekly rate of pay shall be determined by dividing the annual rate  
38 of pay (including educational incentive, if applicable, and roll call pay), by 26.  
39

40 **Section 2: Severance Pay**

41 A. In the event that a member of the Unit retires, dies or otherwise  
42 terminates service with the City of Rochester, Severance Pay shall be  
43 paid for all unused vacation time, not to exceed fifty (50) days, and all  
44 accrued overtime (compensatory time), not to exceed fifty-one (51)  
45 days.  
46

47 B. Payment shall be made upon retirement, death or other termination of  
48 services for all accrued holiday time.  
49  
50  
51  
52  
53  
54

**ARTICLE 18**  
**WORK SCHEDULE**

**Section 1: Work Week**

- A. Except as provided in subdivision B, all members will work a 4-2 non-rotating schedule.
- 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.
- C. Members may be assigned to a work schedule that consists of five (5) days of duty followed by two (2) consecutive days off provided that the consecutive days off are either Friday-Saturday, Saturday-Sunday, or Sunday-Monday. All shifts shall be on a non-rotating basis, commonly referred to as a 5-2 schedule.
- D. All members working a 5-2 schedule shall receive 136 hours per year, pro rata, in compensatory time, added to compensatory time banks quarterly, for working the 5-2 schedule.
- E. All members shall work an 8.25 hour tour which includes a 15-minute pre-shift Roll Call or other duties as assigned for officers not assigned to patrol.
- F. Any vacant non-patrol position or assignment may be changed from a 5-2 or 4-2 schedule and may be changed to any existing platoon upon the posting of the vacant non-patrol position or assignment.

**Section 2: Split Shifts**

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

**Section 3: Work Hours**

- A. All employees shall be scheduled to work a regular tour of duty which shall have a regular starting time and regular quitting time. Except as otherwise provided in this Section, all hours worked outside the regular tour of duty shall be compensated for pursuant to Article 15 of this Agreement.
- B. The Employer may change the regular starting and quitting time of a position due to deployment needs, as follows:
  - 1. The change in starting and quitting times does not exceed two (2) hours.
  - 2. The change shall be effective for a period not to exceed eight (8) consecutive workdays.
  - 3. Written notice is provided to affected employees and the Union at least forty-eight (48) hours in advance.



- 1 C. The Tactical Unit, the Special Criminal Investigation Section, and all fourth  
2 platoons shall be exempt from A and B above, with reasonable advance  
3 notice of no less than 48 hours, when there is a demonstrated need to re-  
4 deploy manpower. However, the movement of 4th platoon staff to cover  
5 for routine and normal absences, such as illness, vacations, maternity leaves  
6 or other approved leaves of absences of officers on other platoons, is not a  
7 demonstrated need to re-deploy manpower.  
8
- 9 D. Captains and Section or Unit Commanders may have their starting and  
10 quitting times changed upon advance notice of at least forty-eight (48)  
11 hours, or at their individual request, subject to supervisory approval,  
12 without incurring any overtime compensation unless they work more than  
13 41.25 hours in a work week.  
14
- 15 E. Temporary assignments to the Professional Development Section shall be  
16 exempt from the provisions of subdivision B above, except that written  
17 notice to the affected employee and the Union shall be given forty-eight (48)  
18 hours in advance.  
19
- 20 F. An employee may request in writing, for good cause, to temporarily change  
21 his/her regular starting and quitting time with the approval of the Chief or  
22 his designee, and with the consent of the Union President. Such consent  
23 shall not be unreasonably withheld and/or delayed.  
24
- 25 G. The provisions of Article 15 do not apply when the City acts in accordance  
26 with subdivisions B, C, D, E and F above, Article 19 and Article 20, Section  
27 2(B), of this Agreement.  
28
- 29 H. Sergeants and Lieutenants newly assigned to a Patrol Section may, at the  
30 discretion of the Commanding Officer, rotate through any and all platoons  
31 for four (4) consecutive work days on each platoon, during the first thirty  
32 (30) days of the new assignment. All newly assigned Sergeants and  
33 Lieutenants shall be advised of such rotation schedule upon arrival at the new  
34 assignment. Such rotation schedule shall not be utilized to avoid the payment  
35 of overtime.  
36
- 37 I. School Resource Officers (SRO's) shall work the hours which conform to the  
38 daily school schedule to which they are assigned.  
39
- 40 J. The City will not be required to pay overtime under the provisions of Article  
41 15, Section 1.A of this Agreement for voluntary training opportunities of one,  
42 two or three days duration that require attendance on a member's regularly  
43 scheduled R-day.  
44
- 45 1. A member seeking a voluntary training opportunity as described  
46 above will utilize PH/PW (trading R-day) rather than being paid  
47 overtime for attending voluntary training on the member's R-day.  
48
  - 49 2. For purposes of this Section, "voluntary training opportunities"  
50 includes, but is not limited to, training associated with a member's  
51 voluntary position on specialized teams, which include the  
52 Emergency Task Force (ETF), Crisis Negotiation Team (CNT),  
53 Bomb Squad, the SCUBA Squad, and Grenadiers.  
54
  - 55 3. PH/PW cannot be utilized for regular Department-wide training.

4. PH/PW may also be utilized for voluntary training opportunities sponsored by the Locust Club provided such training is approved by the Chief or the Chief's designee.
5. The PH/PW must be used in the same pay period in which the training takes place.
6. In the event that a member is denied a voluntary training opportunity, the member or the Union may request an articulated reason from his/her supervisor that will be completed within five (5) business days. A denial of a voluntary training opportunity will not be grievable under Article 27 of this Agreement.

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

CPO's may have their starting and quitting times changed by up to four (4) hours upon advance notice of at least forty-eight (48) hours, subject to supervisory approval, without incurring any overtime compensation unless they work more than 41.25 hours in a work week.

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

- L. Members assigned to the K-9 unit will work their assigned duty hours on a 5-2 schedule.

**Section 4: Relief Schedule**

- A. The City may, at its option, assign one unit member to the Relief schedule in the following sections:
1. Staff Duty
  2. Technical Services Section
  3. Downtown
- B. The relief schedule shall consist of a 4-2 schedule, where the member works two (2) tours on the 3rd platoon, immediately followed by two (2) tours on the 1st platoon.
- C. The relief schedule shall be an exception to Section 3(A) of this Article and no premium pay for changing shifts shall apply.
- D. All members assigned to the relief schedule shall be paid the appropriate shift adjustment according to Article 3, Section 6.
- E. All members assigned to the relief schedule shall receive one hundred fourteen (114) hours per year, pro rata, in compensatory time, added to compensatory time banks quarterly, for working the relief schedule.

**Section 5: 5th Platoon**

- A. The Department may create and institute a 5th platoon schedule in each of the Patrol Sections to respond to calls for service and to perform patrol functions.
- B. The starting hours of such 5th platoon shall commence no earlier than 8:00 a.m. and shall consist of the standard 8.25 hour workday on the 4 on, 2 off schedule.

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

8  
9  
10 **ARTICLE 19**  
**TRANSFERS**

11 **Section 1: Definitions**

12 A. Transfers

- 13 1. A transfer shall be defined as the change of assignment from one  
14 section to another section, or from one division to another division.  
15 Changes of assignment made within the Criminal Investigation  
16 Section, except for Police Officers assigned to the Technicians Unit  
17 and License Investigation Unit or the Special Investigation Section  
18 will not be 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 of  
25 conducting backgrounds, for a period of up to six months. The positions  
26 shall be posted to determine interest; the employer shall make selections at  
27 its discretion; the employees shall be returned to their original position upon  
28 completion of the temporary assignment, or if the member is selected for  
29 another position pursuant to the provisions contained below.”

- 30  
31 C. Temporary transfers to limited duty assignments due to disabilities may be  
32 extended for the duration of the disability. Such reassignments shall not  
33 result in eligibility for overtime payment in accordance with Article 18,  
34 Section 3 (A) of this Agreement.

- 35  
36 D. Realignment transfer is a permanent transfer among Patrol Sections.  
37 Realignment transfer pertains to the rank of Police Officer in the Patrol  
38 Sections only. Members on a 5-2 work wheel subject to a realignment  
39 transfer shall retain a 5-2 work wheel.

- 40  
41 E. 1. Newly hired Police Officers will be in temporary assignment period  
42 status for a period of twenty-two (22) months from date of hire.

- 43  
44 2. Police Officers who are hired by the City of Rochester as lateral  
45 transfers from another Police Department will be in temporary assignment  
46 period status for a period of ten (10) months from date of hire with the City  
47 of Rochester.

- 48  
49 3. During temporary assignment period status as referenced in 1. and 2.  
50 above, Police Officers may, with at least fourteen (14) days advance notice,  
51 be reassigned to different patrol sections, different platoons or both, for a  
52 period of at least sixty (60) days.

- 53  
54 4. Reassignment under the provisions of this subsection will not be  
55 considered as a transfer within the meaning of Article 19 and therefore, the

1 provisions of Article 15 and Article 18 do not apply. In addition,  
2 reassignments under this subsection will not be deemed to be involuntary  
3 transfers.  
4

5 **Section 2: Involuntary Transfers**

- 6 A. The Chief of Police, or his designee, shall maintain the right to transfer  
7 employees when necessary to meet legitimate operating needs of the  
8 Department. Transfers shall not be made for punitive reasons except  
9 when done as a result of discipline in accordance with Article 20,  
10 Section 2(B) of this Agreement.  
11  
12 B. An employee subject to a transfer under paragraph A above, upon written  
13 request given to the Section Commander within five (5) days of the  
14 notice of transfer, shall receive within five (5) days of such request a  
15 written statement as to the specific reason for such transfer. This  
16 statement shall be binding on the City.  
17  
18 C. All transfers made under this Section shall be subject to grievance and  
19 arbitration pursuant to Article 27 of this Agreement, and any grievance  
20 alleging a transfer made in violation of this Section may be filed directly  
21 at Step C of the grievance procedure within five (5) days of receipt of the  
22 written statement provided pursuant to paragraph (B) above.  
23  
24 D. In any arbitration proceeding alleging a transfer made in violation of this  
25 Section, the City shall go forward and show legitimate operating needs for  
26 the transfer.  
27  
28 E. Effective September 10, 2018, the Chief shall have the right to transfer any  
29 Captain for programmatic reasons. Such transfer shall be grievable only by  
30 the Captain individually and shall be heard by an arbitrator pursuant to  
31 Article 27, Section 4. If such transfer shall result in a change from a 5-2 to  
32 a 4-2 schedule, and the Captain chooses not to file a grievance, the City will  
33 continue to pay the Captain compensatory time pursuant to Article 18,  
34 Section 1.D.  
35

36 The Chief shall have the right to assign any Captain to fill a vacant position.  
37 In the event that the assignment creates an additional vacancy, which the  
38 Chief determines will be filled, the Chief will backfill that position by  
39 posting the assignment to determine interest. The Chief will then have the  
40 discretion to backfill the position from those who have expressed interest,  
41 factoring in an individual's personal abilities and skills, as well as seniority  
42 in rank. If the senior Staff Duty Officer is not selected to backfill the vacant  
43 position, he or she shall have first right of refusal for the next vacant Patrol  
44 Captain position. The decision to backfill the vacant position shall not be  
45 grievable, as long as the Chief selected from those who posted for interest.  
46

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

- 48 A. Unless a transfer is made for a specifically identified operating need under  
49 Section 2, paragraph A above, or as provided in paragraph F below,  
50 whenever the City desires to permanently fill a new position or vacancy  
51 within the bargaining unit, notice will be made by teletype and/or Daily  
52 Bulletin, and posted to inform members for a period of ten (10) calendar  
53 days.  
54

- 1 B. All announcements of new positions or vacancies will specify the  
2 qualifications and criteria established for the position or vacancy by the  
3 Chief of Police or his designee.  
4
- 5 C. Members may apply for consideration for a new position or vacancy posted  
6 under this Section. Requests will be considered department-wide.  
7
- 8 D. No new position or vacancy may be filled during the ten (10) day posting  
9 period except on an acting basis when necessary as a result of emergency  
10 or to replace a transferred or promoted member. Members who submit  
11 requests after the ten (10) day posting period will not be considered. After  
12 the new position or vacancy is filled in Patrol, all transfer requests for the  
13 filled position or vacancy shall be purged.  
14
- 15 E. Effective September 10, 2018, new positions or vacancies shall be filled as  
16 provided in Section 4 of this Article. The City may choose not to fill a  
17 position that has been posted, but in the event the City fills the position, the  
18 selected member must be from the members who have submitted a request  
19 prior to the closing on that posting. If the position is not filled within ninety  
20 (90) days from date of posting, then the City may re-post the position.  
21
- 22 C. New positions or vacancies which exist in the positions specified as  
23 exceptions in Article 2, Section 1, are not subject to this Section. No unit  
24 member may be involuntarily transferred to any position specified as an  
25 exception in Article 2, Section 1.  
26

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

- 28 A. The establishment of qualifications and criteria for new positions or  
29 vacancies shall be solely the responsibility of the Chief of Police or his  
30 designee.  
31
- 32 B. Unless the new position or vacancy is filled by a transfer made pursuant to  
33 Section 2 of this Article, or pursuant to Section 3(F) of this Article, new  
34 positions or vacancies posted pursuant to Section 3 of this Article shall be  
35 filled by a member who has applied for such new position or vacancy, and  
36 who meets the qualifications and criteria established for such new position  
37 or vacancy. In determining who shall be selected for a new position or  
38 vacancy, the Chief of Police, or his designee shall select the most senior  
39 candidate, if all other factors relative to the candidate's ability to perform  
40 the duties of the position are equal. It is the responsibility of the candidate  
41 seeking the position to demonstrate that he possesses the qualifications for  
42 the position or vacancy.  
43
- 44 C. Any candidate not selected shall be entitled to a written statement as to the  
45 reasons for non-selection, upon written request to the command  
46 responsible for the final selection.  
47
- 48 D. Selections made under this Section shall be subject to the grievance and  
49 arbitration procedure contained in Article 27 of this Agreement, upon a  
50 grievance filed by a candidate who was not selected in favor of a less senior  
51 candidate. In any arbitration proceeding alleging a violation of this  
52 Section, the burden of proof shall be upon the City to establish that all other  
53 factors were not equal when selecting the less senior candidate.  
54

1     **Section 5:                   Maintenance of Seniority**

2             When a member is reassigned or transferred pursuant to this Article, there  
3 shall be no loss of seniority.  
4

5     **Section 6:                   Voluntary Assignment Rotation**

6             A. The City may offer members the opportunity for voluntary assignments  
7 within the Department for career development. These assignments will  
8 not exceed three (3) months in duration, unless a longer period is agreed  
9 to by the parties. These assignments are designed for career development  
10 purposes and are not permanent. A voluntary assignment will not be  
11 considered a “transfer” within the meaning of Article 19 of this  
12 Agreement. Members who are selected for an assignment may have their  
13 work hours and schedule changed for the duration of the voluntary  
14 assignment rotation, and the provisions of Article 15 and Article 18 of this  
15 Agreement do not apply.  
16

17             B. When the Department elects to offer a voluntary assignment rotation  
18 opportunity, it will post the assignment for interest and state the minimum  
19 requirements. Selection for voluntary assignment rotation opportunities  
20 of the members who meet the posted minimum requirements will alternate  
21 as follows:  
22

- 23                     1. The Chief of Police will make the first selection at his sole  
24 discretion.
- 25                     2. The next selection will be of the most senior member  
26 applying for the voluntary assignment.  
27

28             C. Voluntary assignment rotations to S.I.S. of Police Officers is to provide  
29 training and experience that will enhance their knowledge and experience  
30 of street level drug enforcement for their uniform patrol assignment.  
31

32             D. Upon completion of the voluntary assignment rotation, the member will  
33 be returned to his/her original position or another position for which the  
34 member has been selected pursuant to the provisions of this Article.  
35

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

37             A. In the event a member becomes the subject of a criminal and/or PSS  
38 investigation involving an allegation of conduct that could constitute a  
39 criminal offense, the Chief of Police may elect to temporarily place the  
40 member in an administrative assignment that does not include police  
41 enforcement duties. Such assignment may not exceed sixty (60) days in  
42 duration unless the Union and the member agree to a longer period of time.  
43 This temporary administrative assignment will not be considered a  
44 “transfer” within the meaning of this Article.  
45

46             B. The member’s regular work hours and work schedule may not be changed  
47 for a temporary administrative assignment unless the Union and the  
48 member agree to different work hours and/or a different work schedule. If  
49 the Union and member agree to different work hours and/or a different  
50 work schedule, the provisions of Article 15 and Article 18 of this  
51 Agreement will not apply.  
52

53             C. Upon completion of the temporary administrative assignment, the member  
54 will be returned to his/her original position, or another position for which  
55 the member has been selected pursuant to the provisions of this Article, or

1 such other assignment that results from discipline imposed under Article  
2 20 of this Agreement.  
3

4 **Section 8: Realignment Transfer**

- 5  
6 A. The Chief of Police or his designee may realign the number of Police  
7 Officers assigned to the various Patrol Sections and Platoons once each  
8 calendar year. This realignment shall be done in accordance with the  
9 following procedure:  
10 1. The Chief of Police will determine the desired Police Officer  
11 staffing deployment levels in the Patrol Sections by platoons.  
12 The Union will be notified of the staffing deployment levels  
13 20 calendar days prior to beginning the realignment process  
14 2. The first attempt to achieve the desired staffing deployment  
15 level will be by posting and filling the assignments in  
16 accordance with this Article to include exhausting all ability  
17 under Section 1 (E) first.  
18 3. Upon completion of the posting and assignment process, if  
19 the desired staffing deployment levels are not reached, the  
20 necessary personnel moves will be made by inverse seniority  
21 whereby the least senior members from the remaining  
22 eliminated positions in the section(s) and platoon(s) will be  
23 transferred to the remaining open assignments added due to  
24 the realignment.  
25 4. A Department reorganization cannot be the basis for a  
26 realignment transfer.  
27 5. Transferred Police Officers will not lose their furlough picks  
28 for the calendar year the realignment takes place.  
29 6. Transferred Officers have first right to return based on  
30 seniority.  
31

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

33 Effective September 10, 2018, the City will have the right to fill future Officer  
34 Coordinator Assignments in the Patrol Sections, Major Crimes Section, Professional  
35 Standards Section, Criminal Investigations Section and Special Investigations  
36 Section, at its discretion after posting the assignment for interest. Officer  
37 Coordinators will work a 5-2 wheel with Saturday and Sunday off. They will work  
38 in plainclothes and will receive the clothing allowance under Article 12 of this  
39 Agreement.  
40

41 **Section 10: Selection of Professional Standards Section Assignments**

- 42 A. Effective July 1, 2024, the Chief shall have the right to fill future openings  
43 in the Professional Standards Section (PSS) at the Chief's discretion after  
44 posting the assignment for interest.  
45  
46 B. Said assignments to PSS shall be for a maximum of forty-eight (48)  
47 months, which may be extended upon an agreement in writing between  
48 the President of the Locust Club and the Chief. This maximum duration  
49 of assignment shall not apply to the PSS Coordinator.  
50  
51 C. When members so assigned to PSS enter the last twelve (12) months of  
52 their forty-eight (48) month PSS assignment, they may be permitted to  
53 apply for posted competitive open positions outside of PSS, and if

1 selected for any such open position, may voluntarily leave their PSS  
2 assignment prior to the expiration of the term of their PSS assignment.  
3

4 D. Members who wish to otherwise transfer out of their PSS assignment  
5 prior to thirty-six (36) months may only do so at the discretion of the  
6 Chief.  
7

8 E. Members currently assigned to PSS as of July 1, 2024, shall begin their  
9 forty-eight (48) month assignment, and shall be permitted to apply for  
10 posted competitive open positions outside of PSS at any time during their  
11 forty-eight (48) month assignment, and if selected for any such open  
12 position, they may voluntarily leave their PSS assignment prior to the  
13 expiration of the term of their PSS assignment.  
14

15 F. The provisions of subparagraphs A through E shall be in effect for a trial  
16 period of two (2) years (through June 30, 2026) to assess whether the 48-  
17 month term limit poses an obstacle to filling future PSS openings. The  
18 parties shall meet and confer at least sixty (60) days prior to the expiration  
19 of the 2-year trial period to determine whether to extend, discontinue, or  
20 otherwise modify the provisions of subparagraphs A through E.  
21

22 **Section 11: Selection of Recruit Class Counselor**

23 The Chief of Police, after consulting with the Locust Club President, will  
24 have the right to fill future Recruit Class Counselor assignments at the Chief's sole  
25 discretion after posting the assignment for interest. Members selected as Recruit Class  
26 Counselor will serve for two (2) consecutive Academy Classes unless the Chief  
27 determines at the Chief's sole discretion to have a member serve for less or more than  
28 two (2) consecutive Academy Classes. Recruit Class Counselor will not be considered  
29 a permanent position, but rather, selected members will return to the assignment from  
30 which they were selected, or to any position or assignment which they voluntarily  
31 request and such request is granted, between Academy classes and at the end of  
32 completing the last Academy class. No selected Recruit Class Counselor will serve  
33 for more than four (4) consecutive recruit classes.  
34

35 This Section shall remain in effect through June 30, 2028. If the parties do not  
36 otherwise agree to continue or modify the terms of this Section, effective July 1, 2028,  
37 the procedure for the selection of Recruit Class Counselor shall revert back to the  
38 terms of the Memorandum of Agreement signed on October 24, 2018, resolving  
39 grievance #18-533.  
40

41 This Section shall not be subject to the grievance and arbitration procedure contained  
42 in Article 27 of this Agreement.  
43

44 **ARTICLE 20**  
45 **DISCIPLINE**  
46

47 **Section 1: Department Investigation and Bill of Rights**

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

- 51 1. The interview of any member of the bargaining unit shall be at a  
52 reasonable hour, preferably when the member officer is on duty,  
53 commenced between 8:30am and 4:30pm, unless the exigency of the  
54 investigation dictates otherwise. No investigating officer shall question  
55 or have conversations with the member about the substance of the



1 investigation without the member first being informed in writing of the  
2 opportunity to have representation present for any such questioning as set  
3 forth in paragraph 6 below.

- 4 2. The interview shall be conducted at a location designated by the  
5 investigating officer, preferably at Police Headquarters.
- 6 3. The member of the bargaining unit shall be informed of the rank, name  
7 and command of the officer in charge of the investigation as well as the  
8 name and rank of the officer conducting the interview, and the identity of  
9 all persons present during the interview.
- 10 4. A member of the bargaining unit shall have made available to him at his  
11 request all reports which he has submitted regarding said investigation.
- 12 5. The member of the bargaining unit shall be informed of the nature of the  
13 investigation before any interview commences. Sufficient information to  
14 reasonably apprise the member of the allegations made against him shall  
15 be provided prior to any interview. No less than five (5) business days  
16 prior to any interview that is to be conducted by the PSS, the member and  
17 the union shall be provided with the below, if available and in the  
18 possession of the PSS. Each below-listed category of records is limited  
19 to RPD records only and does not include records from other  
20 jurisdictions.
  - 21 • all reports the member has submitted regarding the incident  
22 under investigation as well as the below-described information  
23 related to the underlying incident:
    - 24 ▪ all RMS Incident Reports described in General Order 465 and  
25 Domestic Incident Reports (DIR), whether criminal or non-  
26 criminal;
    - 27 ▪ all subject resistance reports;
    - 28 ▪ body-worn camera video of all involved officers in accordance  
29 with Paragraph 13 of the 2024 Memorandum of Agreement  
30 regarding Body-Worn Cameras;
    - 31 ▪ blue light camera video.
- 32 6. A member of the bargaining unit shall have the right to have present, as a  
33 representative, at the member's own interview an attorney of his choice, or a  
34 representative designated by the Club, except that the member may not be  
35 represented by any other unit member who is identified as a target or  
36 witness of the investigation at the time the member is interviewed by  
37 members of the Professional Standards Section, or may waive such right to  
38 representation. The designation of a particular representative shall not  
39 unduly delay the process. This representation shall extend to allowing  
40 the attorney or the representative to pose questions to the member of the  
41 bargaining unit at the conclusion of the questioning being done by the  
42 Police Department, or if the member is unrepresented, he shall have the  
43 right to make a statement. The attorney or Club representative shall not  
44 interfere with or impede the investigation. It is further agreed that the  
45 City of Rochester and the Rochester Police Department will attempt to  
46 resolve disciplinary actions only with the attorney selected by the  
47 member of the bargaining unit, or a representative of the Club where the  
48 member has elected such representation. It is the express intent of the  
49 parties to restrict representation of the members of the bargaining unit to  
50 representatives of the Club in those instances when the member of such  
51 bargaining unit is not represented by counsel or is not representing himself.
- 52 7. A member of the bargaining unit subject to such investigation by the  
53 Police Department shall have the right upon request to a copy of any  
54 statement he shall make to the Police Department, free of charge, within

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

- 1           15.2    A member charged with misconduct and/or incompetence may elect to  
2           have his/her hearing held before a single Hearing Officer pursuant to  
3           Section 75 of the Civil Service Law. Such Hearing Officer shall be a  
4           professional neutral, selected, on a rotating basis, from a panel of at least  
5           three neutrals mutually agreed to by the City and the Locust Club. In the  
6           event the parties cannot agree to a panel, the neutral shall be selected by  
7           the Appointing Authority from a list of such neutrals maintained by NYS  
8           PERB. The costs and expenses of such neutral Hearing Officer shall be  
9           paid by the City, and the Hearing Officer shall conduct a hearing pursuant  
10          to Section 75 of the Civil Service Law and shall forward his/her Findings  
11          and Recommendations to the Appointing Authority for decision in  
12          accordance with the provisions of Section 75.
- 13          16.    No removal or disciplinary proceeding shall be commenced more than  
14          eighteen (18) months after the occurrence of the alleged incompetence or  
15          misconduct complained of in the disciplinary charges, except that such  
16          limitations shall not apply where the incompetency or misconduct  
17          complained of and described in the charges would, if proved in a court of  
18          appropriate jurisdiction, constitute a crime.
- 19          17.    The Chief shall make a written final disposition and notify the accused  
20          officer of the Hearing Officer's recommendation within thirty (30) days  
21          following receipt of the recommendations. A copy of the disposition and  
22          the Hearing Officer's recommendation will be provided to the member and  
23          the Union President.
- 24          18.    Unless the nature of the investigation requires immediate attention, the  
25          member shall be given at least five (5) business days advance notice of  
26          any interview conducted under this Section. Such notice shall provide  
27          sufficient information to reasonably apprise the member of the allegations  
28          made against him or her.
- 29          19.    All members placed on the Hearing Board list will be done so at the  
30          discretion of the Chief of Police. The list of eligibles shall be made  
31          available to the Locust Club President at a reasonable time prior to the  
32          selection of a Hearing Board panel.
- 33          20.    (A) The City agrees to release a copy of all statements of potential  
34          witnesses that the City anticipates calling as a witness for the City of  
35          Rochester against an accused member. The statements shall be released  
36          to the member's attorney or the Locust Club president or his designee at  
37          least forty-eight (48) hours prior to the hearing, provided that the member  
38          agrees in writing not to contact or have an agent contact any person whose  
39          statement is to be provided. Upon receipt of the statements, neither the  
40          Union nor its agents shall contact any person whose statement has been  
41          provided.
- 42                (B) The Union agrees to release a copy of all statements of potential  
43          witnesses that the Union anticipates calling as a witness for the defense of  
44          any accused member. The statement shall be released to the Commanding  
45          Officer of the Professional Standards Section at least forty-eight (48) hours  
46          prior to a hearing date.
- 47                Upon receipt of the statement, the City agrees not to contact any person  
48          whose statement has been given to the City's representative.
- 49          21.    The Union can allege violation of procedures to the Chief of Police in  
50          writing. The Chief will take such allegation into consideration as possible  
51          mitigating circumstances in selecting the disciplinary penalty, if any.
- 52          22.    Professional Standards Section interviews of employees assigned to the  
53          3rd platoon shall be scheduled to begin no later than 2 PM unless the  
54          evidence of the investigation dictates otherwise.

- 1           23.    Bargaining unit members will not be questioned in Professional Standards  
2           Section interviews regarding conversations between the members and  
3           their union representatives which occur as a result of the union's statutory  
4           duty to represent its members.  
5

6                           **Discipline Guidelines and Classification of Penalties - see Appendix 1**  
7

8           **Section 2:                    Command Discipline**

- 9           A.    Notwithstanding the provisions of Section 75 and Section 76 of the Civil  
10          Service Law, or Section 1 of this Article, Section Commanders, regardless  
11          of rank, or any command officer holding the rank of Captain or higher,  
12          may impose discipline for violations of the Rules & Regulations and  
13          General Orders of the Departments as set forth in G.O. 305.  
14  
15          B.    Discipline imposed through command discipline shall be one of the  
16          following: Letter of reprimand; suspension without pay for a maximum of  
17          three (3) days; requirement to work up to three "R-Days" without  
18          additional pay; reimbursement up to \$100 of the value of the property  
19          which is intentionally or negligently damaged or lost by a member;  
20          successful completion of a driver training program; or transfer.  
21  
22          C.    When command discipline is imposed, the member shall:  
23                1.    accept the commander's disciplinary findings and punishment; or  
24                2.    accept the commander's disciplinary findings and appeal the  
25                punishment to the Command Discipline Appeal Board, the  
26                determination of which shall be final; or  
27                3.    refuse the commander's disciplinary findings and punishment  
28                and elect disciplinary proceedings pursuant to Section 75 of the  
29                Civil Service Law.  
30  
31          D.    The Command Discipline Appeal Board shall consist of two (2) command  
32          officers appointed by the Chief of Police and the President of the Locust  
33          Club or an elected Club officer designated by him.  
34  
35          E.    Disciplinary determinations made under this Section shall be governed  
36          only by these procedures and shall not be subject to the grievance  
37          procedure set forth in Article 26 of this collective bargaining agreement or  
38          appealed in any other manner, including a proceeding under Article 78 of  
39          the CPLR, or the Civil Service Law. This subdivision shall not be  
40          interpreted to preclude the member from utilizing the procedure set forth  
41          in subdivision C(3) of this Section.  
42  
43          F.    No command discipline shall be commenced under this Section more than  
44          ninety (90) days after the occurrence of the alleged misconduct.  
45  
46          G.    The record of any command discipline shall be removed from a member's  
47          personnel record after the member has had no other discipline imposed for  
48          a period of one year and will not be used against the member thereafter.  
49          Upon request of the member, such written records shall be destroyed or  
50          returned to him.  
51  
52          H.    Upon the member accepting the commander's disciplinary findings and  
53          punishment, or upon the determination of the Command Discipline Appeal  
54          Board, the appointing authority may under no circumstances overrule the  
55          punishment imposed or impose further discipline for the same violation.

1  
2  
3 **ARTICLE 21**  
4 **MEMBERS' RIGHTS**  
5

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

7 A member shall, after requesting in writing, be permitted to review his own  
8 personnel file that is maintained in the Police Chief's office, in the presence of an  
9 appropriate official of the Department. Only complainants' names and addresses and  
10 reference sources shall be deleted from said file when it is so deemed necessary.  
11 Requests for such viewing must be honored within fifteen (15) days of such request.  
12

13  
14 **Section 2: Release of Police Photographs**

15 The City agrees not to release the Police identification photograph of any  
16 member to the news media unless the City first receives the permission of the affected  
17 member.  
18

19 **Section 3: Release of Employment Records**

- 20 1. Upon receipt by the City of a request for the employment records of a member  
21 or former member of the Rochester Police Department, the City may disclose  
22 to the requesting party the records of any prior disciplinary proceedings in  
23 which such member or former member was found guilty or pled guilty  
24 following charges and an opportunity to be heard pursuant to Section 75 of  
25 the New York State Civil Service Law. The City may also disclose to the  
26 requesting party records of disciplinary charges if such member resigned or  
27 retired from the Rochester Police Department with the disciplinary charges  
28 pending. However, a member who retires or resigns from the Rochester  
29 Police Department with disciplinary charges pending shall have the right  
30 within two weeks after leaving the Rochester Police Department to file a  
31 written statement which shall be maintained with the charges and which shall  
32 be disclosed whenever the disciplinary charges are disclosed. The City shall  
33 not disclose to the requesting party records of an internal investigation that  
34 was pending without charges at the time the member resigned or retired from  
35 the Rochester Police Department unless charges were brought after the  
36 member retired or resigned, and said member was given an opportunity for a  
37 name-clearing hearing or to file a written statement. Such charges shall be  
38 brought within the time for bringing disciplinary charges against a member  
39 of the Department. The member shall be allowed two weeks to either request  
40 a name-clearing hearing or to file a written statement. If the member elects  
41 to file a written statement, the statement shall be maintained with the charges  
42 and shall be disclosed whenever the disciplinary charges are disclosed. If the  
43 member elects to have a name-clearing hearing, the hearing shall be held  
44 before a member of the Rochester Police Department of the rank of Captain  
45 or above who is chosen by the Chief from a list of three names submitted by  
46 the former member. The hearing shall not be bound by the formal rules of  
47 evidence. The hearing officer shall make a recommendation to the Chief,  
48 who shall make the final determination. A transcript shall not be required,  
49 but either party may provide for a transcript at their own cost. The sole issue  
50 in such a hearing shall be whether substantial evidence supports the charges  
51 so that the records can be released to a requesting party. The hearing shall  
52 have no effect on the former member's status with the Department and shall  
53 not constitute a determination of guilt or innocence on the charges for

1 disciplinary purposes. The former member may be called as a witness at the  
2 hearing by either party.  
3

- 4 2. Any member or former member of the Rochester Police Department shall  
5 have the opportunity to review his or her own history record maintained by  
6 the Professional Standards Section of the Rochester Police Department, upon  
7 written request, at a time and in a manner to be reasonably established by the  
8 Professional Standards Section, provided that nothing contained herein shall  
9 give any member or former member the right to review the history record of  
10 an investigation pending at the time of such review if the member or former  
11 member has not yet been notified of the investigation, nor the right to review  
12 any record relating to any investigation by the Professional Standards Section  
13 other than the history record.  
14

15 **ARTICLE 22**  
16 **SENIORITY**  
17

18 **Section 1: Police Officers & Detectives**

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

- 20 A. Date of appointment as a member of the Rochester Police Department  
21 B. Position on Civil Service list from which the member was appointed  
22 C. Prior BMP Certification  
23 D. Overall standing in the City of Rochester sponsored Academy Class  
24 E. Date of hire as a Police Officer in the member's previous Police  
25 Department  
26 F. Police Chief's discretion.  
27

28 **Detective** seniority shall be based upon:

- 29 A. Date of assignment or appointment as an Detective, whichever  
30 occurs first  
31 B. Position on the merit testing or Civil Service list from which the  
32 member was appointed  
33 C. Length of service as a City of Rochester Police Officer  
34 D. Position on Civil Service list from which the member was appointed  
35 to the Rochester Police Department  
36 E. Total length of service as a Police Officer  
37 F. Standing in the City of Rochester Police Academy class  
38 G. Discretion of the Police Chief  
39

40 **Section 2: Commanding Officers**

41 Commanding officers' seniority shall be based upon:

- 42 A. Date of promotion into rank  
43 B. Position on the Civil Service list  
44 C. Length of service as a City of Rochester police officer  
45 D. Total length of service as a police officer  
46 E. Standing in the City of Rochester Police Academy class  
47 F. Discretion of the Police Chief  
48

49 **Section 3: Current List**

50 Current seniority employment lists in each rank, by name and date of  
51 appointment to the Rochester Police Department, shall be made available for  
52 inspection. The list shall be updated every four months.  
53  
54

1     **Section 4:                   Reinstated Employees**

2             A member of the unit who leaves Rochester Police Department employment,  
3 and who is subsequently reappointed to the department in accordance with Civil  
4 Service Law, shall have his/her seniority calculated from the original date of  
5 appointment, less the time that the member was not an employee of the Rochester  
6 Police Department. The member shall receive his/her seniority based upon original  
7 date of appointment, and adjusted for time not employed by the Department, after  
8 one year of continuous service from the date of reappointment.  
9

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

12  
13     **Section 1:                   Compensation**

14             When a member of the unit is assigned by competent authority to work out-  
15 of-title at the rank higher than his regular rank, he shall be compensated for working  
16 in the position for the time worked on a "per diem" basis which shall reflect the  
17 difference between his regular salary and the salary which he would receive if  
18 promoted regularly to the higher title. The subject of excessive out-of-title work is a  
19 valid labor management discussion item.  
20

21     **Section 2:                   Method of Payment**

22             Payment for out-of-title work shall be made in the payroll period following  
23 the payroll period in which the out-of-title work was actually worked.  
24

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

- 26     A. Officers shall be assigned to out-of-title work within the Section and  
27 Platoon by the Police Chief or Commanding Officer by utilizing the  
28 following criteria: position on current promotional list, work experience  
29 and quality of work.  
30     B. If work experience and quality of work are equal in the judgment of the  
31 Police Chief or Commanding Officer, preference will be given to the  
32 officer highest on the promotional list, or in the absence of a promotional  
33 list, seniority will replace position on the promotional list placement.  
34     C. The Police Chief at his discretion may appoint Police Officers to out-of-  
35 title and/or temporary Detective positions in the Special Investigation  
36 Section who have specific knowledge, skills and abilities in order to  
37 address specialized investigations. Officers assigned under this provision  
38 will assume 4th platoon hours for a period not to exceed three months.  
39     D. Appointments under this Section shall not entitle the member to overtime  
40 pay in accordance with Article 18, Section 3(A).  
41

42                                   **ARTICLE 24**  
43                                   **CIVIL SERVICE PROCEDURE**

44  
45     **Section 1:                   Duration**

46             The Police Chief agrees not to request an extension beyond two (2) years for  
47 any Civil Service List for promotion.  
48

49     **Section 2:                   Scheduling of Tests**

50             The Police Chief agrees to request the Civil Service Commission to adopt a  
51 policy of holding promotional examinations at least 60 days before expiration of  
52 existing promotional lists.  
53  
54

1     **Section 3:                   Physical Standards**

2             The Police Chief agrees to request the Civil Service Commission to publish  
3 physical standards for appointment and promotion.  
4

5     **Section 4:                   Standards**

6             The City agrees to maintain at least the minimum standards and qualifications  
7 in accordance with the Civil Service Law for the appointment of Police Officers.  
8

9     **Section 5:                   Promotional Vacancies**

10            The Police Chief agrees to forward a list of promotional vacancies to the Club  
11 President or his designee, upon request. This notice will clearly state the date of the  
12 vacancy.  
13

14     **Section 6:                   Civil Service Detective Examination**

15            The City agrees to establish without delay a Civil Service Detective examination.  
16 Further, the City intends to make promotions to the rank of Detective within two years.  
17

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

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

22            Leave of absence without pay up to the time limitations of the New York  
23 Civil Service Law in effect at the time may be obtained subject to the approval of the  
24 Appointing Authority.  
25

26            An employee on an unpaid leave of absence shall notify the Appointing  
27 Authority at least two (2) weeks in advance of his intent to return to active duty.  
28 Failure to give such notice will result in termination of employment.  
29

30     **Section 2:                   Educational Leave**

31            A leave of absence without pay may be obtained as an educational leave  
32 subject to the approval of the Appointing Authority if such is for the purpose of  
33 acquiring educational training which will increase the efficiency and usefulness of  
34 the employee to the Police Department.  
35

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

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

40     **Section 4:                   Parental Leave**

41            Parental leave is available to members covered by this Agreement due to  
42 the birth of a member's child or the placement of a legally adopted child in the  
43 member's home. This benefit runs concurrently with leave under the Family and  
44 Medical Leave Act (FMLA).  
45

46            Immediately following the birth or adoption of a child, a member shall be  
47 entitled to paid parental leave of 41.25 hours or one work wheel. This paid parental  
48 leave shall not count against any sick/vacation leave the member is granted.  
49

50            For purposes of this Section, "work wheel" shall mean one rotation of a 4-2  
51 or 5-2 work wheel in accordance with Article 18, Section 1, herein.  
52  
53  
54



**ARTICLE 26**  
**RELEASE TIME FOR CLUB BUSINESS**

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

There will be a bank of 1,250 hours of release time 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**

- A. The City agrees to place the President of the Rochester Police Locust Club on full, detached duty with full pay and all benefits commensurate with his rank and assignment. The President shall not be assigned any regular police duties unless an emergency is declared. He shall be eligible to participate in any scheduled, voluntary overtime program and any Special Events detail, at which time he shall be subject to all Rules, Regulations and General Orders of the Department. While on release time, the President shall perform the duties related to representation of members of the Union and consistent with the duties and responsibilities of the Union President.
- B. The member released from duty pursuant to this Section shall not suffer any loss of salary or benefits.
- C. The President is designated to be on full, detached release duty. He may work irregular hours and have an irregular work schedule. For the purpose of determining his pay, he shall be considered to be assigned to a 2nd platoon position with a 5-2 work schedule with Saturday and Sunday as his regular "R" days. It is also understood that he may change his regular days off, but if he does so to perform the duties related to Union President, he will not be paid overtime for working a scheduled "R" day. However, the President shall receive overtime pursuant to the provisions of this Agreement if he performs police duties at the direction of a competent police authority. When working such overtime, the Union President will not conduct Union business and will report and respond to competent police command authority, unless relieved to respond to emergent Union duties.

**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 and 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.

1     **Section 6:                   Release Time for Election Commissioners**

2             The City will give release time with pay, not to exceed three (3) members, to  
3 those police officers who serve as election commissioners of the Locust Club on the  
4 day of the Locust Club election or special elections.  
5

6     **Section 7:                   Designation of Club Representatives**

7             Officers, delegates and Locust Club Representatives who are to be granted  
8 leave for Club business as set forth above, without loss of pay, are and shall be those  
9 officially elected to such position by members of the Police Locust Club, Inc. Except  
10 that for purposes of Section 5 above, non-elected members of the Police Locust Club,  
11 Inc. who are officially designated by the officers of the Club as members of the Police  
12 Locust Club Negotiating Committee, shall be granted leave for negotiations without  
13 loss of pay.  
14  
15

16     **Section 8:                   Executive Board Members**

17             The City will give release time with pay for up to twelve (12) Executive Board  
18 members to attend regular Executive Board meetings once a month for a maximum  
19 of two (2) hours a meeting.  
20

21     **Section 9:                   Executive Officer Release Time**

- 22     A.     The City agrees to place two members, who shall be elected officers of the  
23 Union and so designated by the Union President, on full, detached duty with  
24 full pay and all benefits commensurate with their rank and assignment.  
25 These members shall not be assigned any regular police duties unless an  
26 emergency is declared. They shall be eligible to participate in any scheduled  
27 voluntary overtime program and any Special Events detail at which time they  
28 shall be subject to all Rules, Regulations and General Orders of the  
29 Department. While on full release time, these members shall perform the  
30 duties related to their elected Union office and other general Union duties as  
31 assigned by the Union President.  
32
- 33     B.     The Union President shall determine which elected officers of the Union  
34 shall be designated for full release pursuant to this Section and shall notify  
35 the Chief of Police of such designation at least thirty (30) days prior to the  
36 commencement of the release time. Any member placed on full release time  
37 pursuant to this Section shall not suffer any loss of salary or benefits.  
38
- 39     C.     Although the members designated to be on full, detached release duty may  
40 work irregular hours and have an irregular work schedule at the members' <sup>7</sup>  
41 discretion, for the purpose of determining their pay, they shall be considered  
42 to be assigned to a 2nd platoon position with a 5-2 work schedule with  
43 Saturday and Sunday as their regular "R" days. It is also understood that  
44 these members may change their regular days off, but if they does so to  
45 perform the duties related to their Union office, they will not be paid  
46 overtime for working a scheduled "R" day. However, these members will  
47 be eligible for overtime pursuant to the provisions of this Agreement if they  
48 perform police duties on a regular "R" day at the direction of a competent  
49 police authority. When working such overtime, these members will not  
50 conduct Union business and will report and respond to competent police  
51 command authority, unless relieved to respond to emergent Union duties.  
52  
53  
54

**ARTICLE 27**  
**CONTRACT ADMINISTRATION**

**Section 1: Definitions**

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

**Section 2: Procedure**

- A. It is important that grievances be processed as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits given below may be extended.
- B. Failure at any step of this procedure to communicate to the Club the decision on a grievance within the specified time limits shall permit the Club to proceed to the next step of the grievance procedure. Failure to announce an appeal of a grievance to the next step within the specified time limits shall terminate the grievance.
- C. In case of Group, Policy or organization type grievance, the grievance may be submitted at Step B by the Club representative.
- D. The time limitations set forth in Section 3 of this Article may be extended by the mutual consent of the Club President or designee and the Chief of Police or Manager of Labor Relations.

**Section 3: Grievance Steps**

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

Step A:

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

Step B:

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

Step C:

If Step B fails to produce a settlement, a written record of the dispute by either party, together with the Chief's written decision, shall be forwarded

1 to the Manager of Labor Relations within five (5) working days after the  
2 receipt of the Chief's written decision. Upon receipt of the written record  
3 of the dispute together with a copy of the Chief's written decision, the  
4 Manager of Labor Relations shall, within five (5) working days, discuss  
5 the grievance with the Club's President or designee and shall within ten  
6 (10) working days of the receipt of the written record of the dispute and  
7 the Chief's written decision, forward his written decision to the Club  
8 President.

9  
10 **Step D:**

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

17  
18 **Section 4: Arbitration**

- 19 A. Effective September 10, 2018, an arbitration proceeding shall be  
20 conducted by Jeffrey M. Selchick, Esq., who is designated as sole Contract  
21 Arbitrator to hear and finally decide all grievances pending arbitration on  
22 the Date of this Award, and for all grievances arising and appealed to  
23 arbitration during the term of this Agreement. Said Contract Arbitrator  
24 shall have full authority to conference/triage the matter and determine if a  
25 hearing is necessary or if the matter can be decided upon the existing  
26 record.  
27
- 28 B. Decisions of the arbitrator shall be final and binding on the Club, the City  
29 and any grievant, provided said decision is within the scope of his authority  
30 and the constraints established by this section. The arbitrator shall have no  
31 authority or power to render a decision or award inconsistent with  
32 Statutory or Appellate decisional law.  
33
- 34 C. The selected arbitrator shall hear the matter promptly and will issue his  
35 decision not later than thirty (30) calendar days from the date of the close  
36 of the hearings or, if oral hearings have been waived, then from the date  
37 the final statements and proofs are submitted to the arbitrator.  
38
- 39 D. The arbitrator's decision shall be in writing and will set forth his findings  
40 of fact, reasoning and conclusions on the issues.  
41
- 42 E. The authority of the arbitrator shall be limited to matters of interpretation  
43 or application of the express provisions of this Agreement and the  
44 arbitrator shall have no power or authority to alter, add to or subtract from  
45 or otherwise modify the terms of this Agreement as written. The arbitrator  
46 shall confine himself to the precise issue submitted for arbitration and shall  
47 have no authority or power to determine any other issues not submitted to  
48 him. He shall confine his decision and award solely to the interpretation  
49 and application of this Agreement.  
50
- 51 F. Expenses for the arbitrator's services and the proceedings shall be borne  
52 equally by the employer and the Club. However, each party shall be  
53 responsible for compensating its own witnesses. If either party desires a  
54 transcript of the proceedings, it may cause the transcript to be made. Each  
55 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 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.

1  
2 **ARTICLE 30**  
3 **GENERAL PROVISIONS**

4 **Section 1: Applicable Laws**

5 It is understood and agreed by both parties that the benefits conferred by this  
6 Agreement are subject to the applicable provisions of Law and to the appropriation of  
7 funds by City Council.  
8

9 **Section 2: Savings Clause**

10 This Agreement and all provisions herein are subject to all applicable laws  
11 and in the event any provision of this Agreement is held to violate such laws, said  
12 provision shall not bind either of the parties, but the remainder of this Agreement shall  
13 remain in full force and effect as if the invalid or illegal provision had not been part  
14 of this Agreement.  
15

16 **Section 3: Contract Modification**

17 No amendment or alteration of this Agreement shall be binding unless it is in  
18 writing and signed by the Mayor or his representative and by a duly authorized  
19 representative of the Locust Club, Inc., as determined by the by-laws of the Locust  
20 Club.  
21

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

23 All portions of any Rules, Regulations and General Orders of the Department  
24 pertaining to the terms and conditions of employment shall be changed through the  
25 process of collective negotiations. In the event the City desires to so change such a  
26 Rule, Regulation or General Order, it shall give notice thereof to the Club. The parties  
27 shall thereafter negotiate collectively over such proposed change(s). If, as a result of  
28 the collective negotiations, the parties arrive at impasse, the matter shall be resolved  
29 through arbitration, as that procedure is set forth in Article 27, Section 4, of this  
30 Agreement.  
31

32 **Section 5: Printing of Contract**

33 The cost of printing this Agreement in booklet form in the number of 800  
34 copies and at a cost not to exceed \$1500 shall be borne equally by the City and the  
35 Union. Such printing shall be done by a Union print shop having a Union label. This  
36 provision shall not apply if the City's share of the printing costs exceeds the limit at  
37 which the City must solicit bids for the work to be performed pursuant to the New  
38 York State General Municipal Law.  
39

40 **Section 6: Police Vehicles**

41 Police vehicles will be kept in good appearance and mechanical condition.  
42

43 **Section 7: Lounge**

44 Effective September 10, 2018, the City will continue to provide a police  
45 officers' lounge in the Public Safety Building for members of the Union subpoenaed  
46 to Court. The lounge will be a secured area with access limited to employees of the  
47 Rochester Police Department. The lounge will have communication available to the  
48 Court system. This will be completed within 90 days of the Date of this Award.  
49

50 **Section 8: Defense and Indemnification of Police Officers**

51 A. The City shall pay reasonable and necessary attorney's fees at rates prevailing  
52 in the local legal community, disbursements and litigation expenses incurred  
53 by a police officer in his defense in a criminal proceeding in a state or federal  
54 court arising out of any act or omission that occurred or allegedly occurred  
55 while the employee was exercising or performing his powers and duties

1 within the scope of his public employment, as determined by the Corporation  
2 Counsel. The police officer shall be entitled to private counsel of his own  
3 choice, except that the Corporation Counsel may require that appropriate  
4 groups of police officers be represented by the same private counsel. This  
5 duty to pay for a defense in a criminal proceeding shall arise only upon the  
6 complete acquittal of a police officer, the dismissal of all criminal charges  
7 against him, a no-bill by a Grand Jury, or a determination by any investigating  
8 official or entity that no criminal charges will be sought. The Corporation  
9 Counsel may also, in his discretion, agree to pay for legal representation of  
10 non-defendant officers in a criminal matter who are subpoenaed or requested  
11 to provide any testimony or statement to an investigating official or entity  
12 concerning events that occurred while the officer was on duty or acting in  
13 his/her capacity as a police officer, or concerning knowledge or information  
14 which the officer may have based upon his/her employment as a police  
15 officer, provided that appropriate groups of police officers are represented by  
16 the same private counsel. The non-defendant officer must provide notice of a  
17 subpoena or other process seeking testimony to the Corporation Counsel  
18 within 5 business days of receipt for consideration by the Corporation  
19 Counsel. The Corporation Counsel shall have the sole discretion on whether  
20 to provide counsel and the selection of counsel to represent any non-  
21 defendant officer. Attorney's fees, disbursements, and litigation expenses  
22 shall be submitted by the attorney within 60 days after acquittal or dismissal  
23 to the Corporation Counsel in the manner and form required by him and shall  
24 be reviewed and approved by him prior to payment. The determination of the  
25 Corporation Counsel in this regard shall constitute a final determination. The  
26 time for submitting attorney's fees, disbursements and litigation expenses for  
27 payment may be extended by mutual agreement of the parties. Corporation  
28 Counsel may also, in his discretion, waive the 60-day time limit upon a  
29 showing of good cause for the delay.  
30

31 B. The City shall provide for the defense of a police officer in any civil action  
32 or proceeding before any state or federal court or administrative agency  
33 seeking any type of relief, including compensatory or punitive damages,  
34 arising out of any act or omission that occurred or allegedly occurred while  
35 the police officer was exercising or performing and, as to punitive damages,  
36 was properly discharging his powers and duties within the scope of his public  
37 employment, as determined by the Corporation Counsel. This duty to provide  
38 for a defense shall not arise where the action or proceeding is brought by or  
39 at the behest of the City itself unless the police officer is successful in such  
40 action or proceeding.  
41

42 C. The Corporation Counsel shall defend, or may employ special counsel to  
43 defend, the police officer in any civil action or proceeding unless the  
44 Corporation Counsel determines either that an actual conflict of interest exists  
45 or that it is reasonably foreseeable a conflict may arise, in which case the  
46 police officer shall be represented by separate counsel, except that the  
47 Corporation Counsel may require that appropriate groups of police officers  
48 be represented by the same private special counsel. The police officer may  
49 select his own private counsel, provided that Corporation Counsel  
50 determines, after reasonable inquiry, that such private counsel has a type and  
51 level of professional experience appropriate to the subject matter of the case,  
52 that such counsel has no conflict of interest with the City, that such counsel  
53 is prepared to act in the closest cooperation with the Corporation Counsel  
54 consistent with standards of professional responsibility and that such counsel  
55 has agreed to terms of compensation established by the Corporation Counsel

1 and to honor all provisions of this Article and the Defense and  
2 Indemnification section of the City Charter. Corporation Counsel may also  
3 provide the police officer with a list of private counsel who have been  
4 determined to satisfy the above criteria. If special counsel is employed, the  
5 City shall pay reasonable and necessary attorney's fees at rates established at  
6 the time of employment or of assembly of the list, as well as disbursements,  
7 and litigation expenses incurred by a police officer in his defense. Attorney's  
8 fees, disbursements and litigation expenses shall be submitted by the attorney  
9 promptly after the end of each month, or in accordance with an alternate  
10 mutually agreed upon schedule, to the Corporation Counsel, in the manner  
11 and form required by him, and shall be reviewed and approved by him prior  
12 to payment. The determination of the Corporation Counsel regarding fees,  
13 disbursements and expenses shall constitute a final determination.  
14

15 D. The City shall indemnify and save harmless a police officer in the amount of  
16 any judgment obtained against the police officer in a state or federal court or  
17 administrative agency, or in the amount of any settlement of a claim, in the  
18 nature of compensatory or punitive damages, provided that the police  
19 officer's act(s) or omission(s) underlying the judgment or settlement  
20 occurred while the police officer was exercising or performing and, as to  
21 punitive damages, was properly discharging his powers and duties within  
22 the scope of his public employment, as determined by the Corporation  
23 Counsel. This duty to indemnify and save harmless shall not arise where a  
24 judgment is obtained or claim settled as a result of an action or proceeding  
25 brought by or at the behest of the City itself.  
26

27 E. In making the determinations required by paragraphs A, B and D of this  
28 section, the Corporation Counsel may utilize the cumulative information  
29 available to him at the time he makes the determination, including but not  
30 limited to any allegations, any type of records or any examinations or  
31 investigations by whomever conducted. With respect to paragraph A, the  
32 Corporation Counsel shall make his or her determinations within 60 days of  
33 submission of the request for payment. With respect to paragraphs B and D,  
34 the Corporation Counsel shall make his determination at or before the time  
35 to file or serve an answer in a civil action or proceeding; a determination  
36 favorable to the police officer may thereafter be revoked by the Corporation  
37 Counsel, no later than the start of trial, only if the police officer, with  
38 respect to any material and relevant acts or omissions, lied in any  
39 investigation of the underlying incident upon which the Corporation  
40 Counsel relied in making his original determination and the truth causes the  
41 Corporation Counsel to revise his original determination. The Corporation  
42 Counsel's determination, original or revised, shall be in writing and served  
43 promptly upon the police officer and the Locust Club, and if a determination  
44 is adverse to the police officer, it shall state the facts and reasons therefor.  
45

46 F. The duties to pay for or to provide a defense and to indemnify and save  
47 harmless shall be conditioned upon (a) delivery by a police officer to the  
48 Corporation Counsel of any notice, summons, complaint or any other legal  
49 process within five (5) business days after he is served with such document,  
50 (b) the full and truthful response by the police officer in any and all City  
51 investigations into the incident(s) and transaction(s) upon which the action  
52 or proceeding is predicated and (c) the full cooperation of a police officer in  
53 the defense of any action or proceeding against him or against the City  
54 based upon his alleged acts or omissions, and in the taking of any appeals.  
55 The requirement for delivery of the legal papers to Corporation Counsel, set



1           forth above, shall be deemed satisfied in any case where the office of  
2           Corporation Counsel has received a copy of the notice, summons, complaint  
3           or other legal process, regardless of the manner in which, or by whom, such  
4           papers were provided.  
5

6           G. Any dispute arising under this Section shall be submitted to arbitration  
7           pursuant to Article 27, Section 4, of this Agreement, which shall be the  
8           exclusive method to contest a determination of the Corporation Counsel  
9           concerning defense and indemnification of a police officer. The right to  
10          bring a special proceeding pursuant to Article 78 of the New York Civil  
11          Practice Law and Rules concerning any defense and indemnification  
12          determination is waived. A demand for arbitration must be served within  
13          sixty (60) days of written notice to the Club of a decision by the Corporation  
14          Counsel. If, as a result of such arbitration, the police officer ultimately  
15          obtains a reversal of the Corporation Counsel's determination, the City shall  
16          reimburse the police officer for his attorneys' fees and costs in obtaining the  
17          reversal, provided that such fees and costs are reasonable and necessary  
18          according to prevailing practices and standards in the legal community. Any  
19          dispute concerning such fees and costs shall be submitted to the same  
20          arbitrator for resolution.  
21

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

23           The Chief, at his discretion, may award a paid day off to any member who  
24           has exhibited conduct above and beyond the call of duty and/or has provided  
25           meritorious service.  
26

27    **ARTICLE 31**  
28    **BULLETIN BOARDS AND INFORMATION UPDATE**

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

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

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

45    **ARTICLE 32**  
46    **TERM OF CONTRACT**

47           **Section 1:                    Duration**

48           This contract shall be for a period of four (4) years commencing July 1, 2024,  
49           and ending June 30, 2028. This contract shall automatically be renewed from year to  
50           year thereafter, unless either party shall notify the other party in writing not earlier  
51           than November 15th and not later than November 30th, or as hereinafter provided for  
52           any renewal period of the party's intention to change, alter, amend or terminate this  
53           contract.  
54

**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. Effective September 10, 2018, Public Safety Aides will not respond to any call for police service, but will be allowed to take reports in police facilities and NSC 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, except as provided herein. They may issue parking tickets and order the towing of illegally parked vehicles.

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

1  
2  
3 A. PSA's assigned to conduct background investigations  
4 will be law enforcement officers retired in good  
5 standing. It is the intent of the parties that the City will  
6 seek to hire former unit members retired in good  
7 standing as PSA's to conduct background investigations.  
8 The City will notify the Union at least ten (10) business  
9 days prior to hiring non-member law enforcement  
10 officers retired in good standing as PSA's to conduct  
11 background investigations. During this period, the  
12 Union may submit names of former unit members retired  
13 in good standing who are seeking employment as PSA's  
14 to conduct background investigations. However, the  
15 City retains sole discretion to hire law enforcement  
16 officers retired in good standing as PSA's to conduct  
17 background investigations. The City will provide to the  
18 Union a list of all PSA's hired to conduct background  
19 investigations.

- 20 2. The number of Public Safety Aides shall not exceed 48.  
21  
22 3. The City will maintain the authorized number of bargaining unit positions  
23 that existed on November 11, 1997 (674), except for those positions funded  
24 and maintained as a result of federal or state grants.  
25  
26 4. The Public Safety Aide shall not be used to circumvent the payment of  
27 overtime to any current unit member, or to replace any unit member.  
28  
29 5. The Union does not waive any current exclusivity of unit work associated  
30 with the establishment of the PSA's.  
31

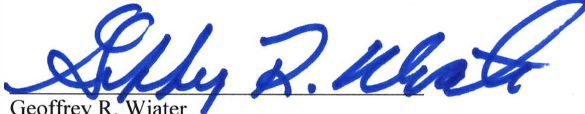
32 **ARTICLE 35**  
33 **BACKGROUND INVESTIGATIONS**  
34

35 The City, at its discretion, may utilize resources outside of the Rochester  
36 Police Department (RPD) (including, but not limited to, outside contractors and non-  
37 RPD City employees) to conduct background investigations for the Firefighter recruit  
38 candidates and Emergency Communications Department (ECD) candidates.  
39

40 This Article shall remain in effect through June 30, 2028. If the parties do not  
41 otherwise agree to continue or modify the terms of this Article after the expiration  
42 date, it shall be considered no longer in effect.  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53

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

FOR THE ROCHESTER POLICE LOCUST CLUB, INC.:



Geoffrey R. Wiater  
President

FOR THE CITY OF ROCHESTER, NEW YORK:



Malik Evans, Mayor



Sarah Cressman  
Manager of Labor Relations



Peachell Jones, Municipal Attorney

APPROVED AS TO FORM  
2/28/24

**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:

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

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

1				
2				
3				
4				
5				
6				
7				
8	1.1	(A)	Obedience to Laws,	
9			Ordinances and Rules	3*
10		(B)	Assist Other Persons	
11		(C)	Constitutes Violation	
12		(D)	Conviction	
13	1.2		Familiarity with the Laws, Ordinances and Rules	1
14		(A)	Returning from Absence	
15		(B)	Unfamiliarity No Defense	
16		(C)	Making Changes as Directed	
17	1.3		Obedience to Orders	3
18		(A)	Comply with Orders	
19		(B)	Geographic Limits	
20	1.4		Issuance of Orders	1
21	1.5		Conflict of Orders	1
22	1.6		Insubordination	3
23				
24				
25				
26				
27				
28	2.1		General Duties	2
29		(A)	Protection of Life and Property	
30		(B)	Duties	
31	2.2		Identification	1
32		(A)	Sworn	
33		(B)	Non-Sworn	
34	2.3		Respond when Directed	1
35	2.4		Reporting for Duty	1
36	2.5		Absence from Duty	2
37	2.6		Action Required Regardless of	
38			Assignment	3
39	2.7		Cooperation/Coordination	2

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/ 13 Congregating	
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
18			
19			
20		<b>SECTION III - USE OF OFFICIAL POSITION</b>	
21			
22	3.1	City of Rochester Code of Ethics	2
23	3.2	Conducting Private Business or 24 Association on Duty	1
25	3.3	Use of Badge or Position for 26 Personal Gain	2
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

1	<b>SECTION IV - GENERAL CONDUCT</b>		
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



1	<b>SECTION V - REPORTS</b>	
2		
3	5.1	Altering, Delaying or Falsifying Reports 3
4	5.2	Reporting Violations 1
5	5.3	Reporting Illegal Activities 2
6	5.4	Testimony for Defense 2
7	5.5	Information Regarding Crime 1
8	5.6	Actions Against Employees 2
9	5.7	Address and Telephone Number 1

10  
11

12	<b>SECTION VI - RESPONSIBILITIES OF</b>	
13	<b>COMMANDING OFFICERS AND SUPERVISORS</b>	
14		
15	6.1	Command 2
16		
17	6.2	Subordinate Incompetency or
18		Misconduct 3
19		
20	6.3	Courtesy 2

21  
22  
23

24	<b>* SECTION I</b>	
25	1.1	Any violation of Sections A, B or C is a Class 1 offense unless the
26		alleged conduct constitutes a crime, then said violation is a Class 3
27		offense.
28		

**APPENDIX #2**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE CITY OF ROCHESTER**  
**AND**  
**ROCHESTER POLICE LOCUST CLUB, INC.**

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

Therefore, the parties mutually agree to the following:

- I. This agreement is a successor to the Memorandum of Agreement that was in effect from January 1, 2019 through December 31, 2023, and this MOA will become an appendix to the collective bargaining agreement. The effective period for this agreement is January 1, 2024 through December 31, 2026, with an option to renew for two additional one-year terms, by mutual agreement of both parties.
- II. Modify the Health Insurance provisions (Article 11) and other provisions of the collective bargaining agreement as follows:

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

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

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

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

- A. The City Healthcare Insurance Program is a self-insured funding arrangement.
- B. For Plan year 2024, (Jan. 1, 2024 – Dec. 31, 2024) the City will make a defined contribution in the amount of \$47,254,752 toward the funding of the City's Health Insurance Program for all active City employees. This total amount of the City's defined contribution is based on the following calculation: \$19,116 per contract for all active City employees multiplied by 2,472 contracts.
- C. For Plan year 2025, (Jan. 1, 2025 – Dec. 31, 2025) the City will increase its 2024 defined contribution amount by 5.45% which equates to \$20,158 per contract multiplied by the number of contracts as of September 1, 2024 for all active City employees.
- D. For Plan year 2026, (Jan. 1, 2026 – Dec. 31, 2026) the City will increase its 2025 defined contribution amount by 3.75% which equates to \$20,914 multiplied by the number of contracts as of September 1, 2025 for all active City employees.
- E. The increase to the City's defined contribution amount for a future Plan year may be reopened prior to the termination of this agreement should the actual financial performance of the plan reflect a deficit of  $\geq 8\%$  when measured against per participant plan premiums as determined by the Consultant and agreed by the Committee. A demand to reopen negotiations pursuant to this provision shall not be made until after the Consultant has performed an analysis of expected future conditions and trends and presented the analysis to the Committee accompanied by corresponding recommendations. The party wishing to reopen negotiations on the increase to City's defined contribution amount for a future Plan year must provide written notice to the other party no later than thirty (30) calendar days after the Consultant's presentation to the Committee.
- F. The Labor/Management Health Care Committee will have the responsibility for determining how any differential in the amount of City defined contribution funding and the total annual cost of health care for active employees will be reconciled in accordance with the Labor/Management Health Care Committee Governance Agreement. It is understood that the Committee must take action to reach consensus on this funding reconciliation by September 30th of any plan year, so as not to disrupt open enrollment or adversely affect employee coverage. At the time of reconciliation, if it is determined that employee contribution will be necessary to cover health related expenses, employee contribution shall not exceed 10% of the premium equivalent for the plan the employee is enrolled in.

### **Section 3: Alternative Plans**

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

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

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

### **Section 4: Dependent Coverage**

- A. In the event of a non-duty related death of any active member employed on or after June 29, 2019 with ten (10) or more years of continuous full-time service with the City, the City will continue to provide and pay the cost of all health care benefits provided by this article to the surviving spouse of the deceased member for five (5) years or until said spouse remarries, whichever occurs first, and to dependent children of the deceased member until such dependents reach the age of 26.
- B. 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.
- C. Any active member who retires on or after January 1, 2020 with years of service equal to or greater than 10 years, shall have the following survivor benefits:

If the retiree predeceases his/her spouse, the City will continue to provide health care benefits provided by this article to only the surviving spouse, and/or eligible dependents (age 26) for lifetime unless the spouse's status changes to married. Contribution will remain the same prior to death of the member.

### **Section 5: Payroll Deductions**

The employee's 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 \$5,000.00 shall be provided by the City. The City agrees to pay the full premium of an ordinary death insurance policy of \$5,000.00 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 \$15,000 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 the Department of Human Resources Management a different beneficiary.

### **Section 8: Dental Plan**

See Dental Plan Agreement.

### **Section 9: Flexible Benefit Plan**

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

### **Section 10: Coverage for Retirees**

- A. The City will provide hospitalization and medical insurance to qualified employees who retire under the New York State Police and Fire 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 Police and Fire 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 Police and Fire 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. For police officers who are veterans, up to three (3) years of military service shall be credited toward satisfying the minimum twenty (20) year City employment requirement under this section provided the officer furnishes the City with documentation showing that the officer has bought this additional military service credit time from the NYS Policemen's and Firemen's Retirement System. This additional military

service credit is only applicable toward achieving the minimum twenty (20) year employment requirement; it shall not be credited for any other purpose. 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 Police and Fire Retirement System disability retirement.

- B. Qualified employees, as defined in subdivision A of this Section, who retire during the term of this agreement may elect to enroll in the Core or Enhanced Plan, as may be amended by the Labor/Management Health Care Committee. The City will contribute 90% (ninety percent) of the cost of the Core Plan premium regardless of whether the employee elects to enroll in the Core or Enhanced Plan. The exception is as follows: for an employee who retires on or after September 1, 2024 with 25 or more years of service, the City shall pay 100% (one hundred percent) of the Core Plan premium regardless of the plan and coverage selected.
  - 1. When eligible for Medicare coverage, the retiree shall be covered by the City's Medicare Supplemental Plan or Advantage Plan. It is expressly understood that the City's health insurance plan does not cover any medical expenses covered by Medicare A and B for those being provided benefits in retirement plans. It is also understood for those Medicare eligible retirees participating in the City's health insurance retirement plans, Medicare A and B coverage participation is required.


**Section 10: Successor Agreement**

If the parties fail to enter into a successor Health Care Memorandum of Agreement prior to the expiration of this agreement on December 31, 2026 the City's defined contribution amount toward the funding of the City's Health Insurance Program for all City employees will increase by 3.75% annually, using the same method of calculation as previously referenced, until such time as a successor agreement is reached.

**Section 11: Contingency Clause**

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

FOR THE CITY:

  
Michael Burns  
Deputy Mayor

Date: 9/4/24

FOR THE UNION:

  
Geoffrey Wiater  
President, RPLC

Date: 9/4/24

APPENDIX 3

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

**This Memorandum of Agreement supersedes and replaces the Agreement signed on August 20, 2019.**

**WHEREAS** by deploying Body-Worn Cameras (BWCs), the Rochester Police Department (RPD) can enhance officer safety; provide helpful evidence in criminal cases; ensure accuracy of police reporting; and reaffirm RPD's commitment to fairness, integrity, transparency, accountability, and service; and,

**WHEREAS** while BWCs can provide a valuable perspective on police activities they also have limitations that must be considered in evaluating an event that is recorded in whole or in part by a BWC, including:

- The BWC will not follow eye movements or focus, and there may be differences between the BWC recording and a person's visual perception;
- A person may make visual or auditory observations, or perceive important factors that the BWC does not capture;
- The BWC may see better than the human eye in some situations, e.g., low-light situations;
- Unlike human vision that sees in three dimensions, the BWC records in only two dimensions; it lacks depth of field, the third dimension that is perceived by the human eye, and is critical in accurately judging distances and other factors;
- Two-dimensional video images may distort distances, speed of movement, or positional orientation;
- The BWC will record an event without being affected by factors that will impact human vision, hearing, perception, and recollection including injury, exhaustion, and stress;
- The BWC will record without being impacted by personal factors such as visual or auditory acuity, and the physiological and psychological changes that may influence how a person perceives a dangerous or stressful event; and,
- Video may not capture the perspective, focus, history or intent of the members.

**WHEREAS** the City of Rochester is implementing a BWC program for RPD; and,

**WHEREAS** the parties acknowledge that the prevailing standard for use of force by police officers as established by the Supreme Court of the United States is "reasonableness," which "must be judged from the perspective of a reasonable officer on the scene, rather than with the 20/20 vision of hindsight" ... [and that] [t]he calculus of reasonableness must embody allowance for the fact that police officers are often forced to make split-second judgments -- in

1 circumstances that are tense, uncertain, and rapidly evolving -- about the amount of force that is  
2 necessary in a particular situation.”<sup>1</sup> ;  
3

4 **WHEREAS** the parties agree that the BWC Program and recordings produced by that program  
5 will not be used by supervisory and command personnel to humiliate, threaten, or intimidate  
6 members; and,  
7

8 **WHEREAS** the parties wish to resolve a number of issues associated with the BWC program;  
9

10 **NOW THEREFORE** the parties enter into the following Memorandum of Agreement (the  
11 “Agreement”):  
12

13 1) Definitions.  
14

- 15 a. Business Day. For purposes of this Agreement, “business day” means Monday  
16 through Friday not including City holidays.  
17
- 18 b. Impermissible Union Recording. Any recording or portion of a recording made by  
19 a RPD-issued BWC that contains recordings of official union meetings; or  
20 conversations between union representatives or conversations between  
21 members and their union representatives which occur as a result of the union’s  
22 statutory duty to represent its members.  
23
- 24 c. Serious Incident. Any incident or event which involves use of deadly physical  
25 force by a member, or results in serious physical injury or death to any  
26 person as a result of member action or involvement, including use of force or  
27 deadly physical force, vehicle or foot pursuits, motor vehicle accidents, other  
28 accidental injury or death, or any death or serious physical injury occurring while  
29 in police custody.  
30
- 31 d. Union Representative. Any duly elected or appointed officer of the Rochester  
32 Police Locust Club or any member designated as a union representative by the  
33 Locust Club President, not to exceed ten (10) union representatives. The Locust  
34 Club will provide the City with a list of such representatives and will provide an  
35 updated list as changes are made.  
36
- 37 e. System Administrator. An RPD employee or City Information Technology (IT)  
38 Department employee who has been granted full access and data management  
39 rights within the BWC data storage system.  
40

- 41 2) Although the parties agree to these provisions, each party shall retain any and all rights  
42 that may exist in the current collective bargaining agreement between the City of  
43 Rochester (City) and the Rochester Police Locust Club, Inc. (Union), under New York’s  
44 Taylor Law, and any other legal rights that may exist elsewhere for purposes of seeking  
45 any remedy that may be necessary to resolve issues of conflict that may arise from this  
46 Agreement or that are not addressed in this Agreement. Members will retain any legal  
47 rights that may exist, including all rights under *Garrity v. New Jersey*, 385 U.S. 493  
48 (1967), the New York State Public Employees’ Fair Employment Act (Taylor Law),  
49 specifically including union representation rights under Section 209-a.1(g), and the  
50 Constitutions of the United States and of the State of New York.  
51

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<sup>1</sup> *Graham v. Connor*, 490 U.S. 386, 396-7, quoting, *Johnson v. Glick*, 481 F. 2d 1028, 1033 (2nd Cir. 1973), cert. denied, 414 U.S. 1033 (1973) (internal citations omitted).



- 1 3) Issues addressed in this Agreement shall take precedence over contrary language in the  
2 collective bargaining agreement between the parties. Issues in dispute regarding the  
3 interpretation or application of this Agreement shall be subject to the determination of an  
4 arbitrator in accordance with the provisions of Article 27 of the collective bargaining  
5 agreement. Issues not specifically addressed here shall be governed by the collective  
6 bargaining agreement to the extent they are addressed therein, or may be the subject of  
7 an improper practice charge, demand to negotiate or demand to negotiate impact  
8 pursuant to provisions of the Taylor Law and the impasse and resolution procedures  
9 contained therein.  
10
- 11 4) This Agreement and all provisions herein are subject to all applicable laws and in the  
12 event any provision of this Agreement is held to violate such laws, said provision shall  
13 not bind either of the parties, but the remainder of this Agreement shall remain in full  
14 force and effect as if the invalid or illegal provision had not been part of this Agreement.  
15
- 16 5) Neither the BWC program nor the existence of BWC recordings alters applicable  
17 departmental policies, procedures, rules, or regulations, nor do they establish or imply a  
18 different standard of review.  
19
- 20 6) In assessing events involving members that are recorded in whole or part by a BWC, the  
21 City will not rely solely on BWC recordings, but will utilize all available evidence and  
22 information, including an officer's perceptions and recollections, which are not captured  
23 by the video.  
24
- 25 7) Members will not record with BWCs during official union meetings, nor will they record  
26 conversations between union representatives or conversations between members and  
27 their union representatives which occur as a result of the union's statutory duty to  
28 represent its members.  
29
- 30 a. The union will prohibit its members from possessing a BWC inside the union hall  
31 during official union meetings or official union business.  
32
- 33 b. Members who are on duty will be allowed to remove their assigned BWCs and  
34 leave them in locked police vehicles prior to entering the union hall for official  
35 union meetings or official union business.  
36
- 37 8) The following procedure will be utilized with respect to BWC recordings that may  
38 constitute impermissible union recordings:  
39
- 40 a. For purposes of Section 8 of this Agreement, the term "System Administrator"  
41 shall not include the Chief of Police, a Deputy Chief of Police, Commander, and  
42 any sworn employee of the Rochester Police Department who is not a member of  
43 the bargaining unit represented by the Locust Club pursuant to Article 2, Section  
44 1 of the collective bargaining agreement.  
45
- 46 b. Any member or Union Representative may notify a System Administrator and the  
47 union that such a recording is believed to have been made.  
48
- 49 c. If a Union Representative did not make the initial notification, the City will  
50 promptly notify the Union that a member has made a notification.  
51
- 52 d. Upon notification, the recording will be stored in a manner that does not permit  
53 access by anyone other than a System Administrator. The System  
54 Administrator's access shall be limited to the minimum extent necessary to

1 identify, locate, restrict access, copy, or delete the recording, as directed. The  
2 System Administrator shall maintain strict confidentiality regarding the contents  
3 of any recording alleged to be an impermissible union recording until a final  
4 determination is made pursuant to this Section 8, and shall not share or discuss the  
5 contents of the recording with any person except as is required by this Agreement,  
6 e.g., to facilitate Law Department review or a hearing as set forth in this  
7 Agreement. In the event a final determination is made that the recording is not in  
8 fact an impermissible union recording, the recording shall be given appropriate  
9 retention and access classifications based upon its contents.

- 10
- 11 e. The City will provide the Union President or designee a copy of the recording,  
12 along with the corresponding audit log report. The Union is responsible to  
13 maintain the confidentiality of any copy it is provided.
- 14
- 15 f. The Union will notify the City within five (5) business days whether it deems the  
16 recording to be an impermissible union recording. If the Union does not deem it  
17 to be an impermissible union recording a System Administrator will apply the  
18 appropriate classification and access rights to the recording.
- 19
- 20 g. If the Union deems the recording to be an impermissible union recording, the City  
21 will designate an Attorney from the City Law Department who is not involved in  
22 labor relations to conduct a confidential review. The City Attorney shall not  
23 discuss the contents of the recording with any person, except as specifically  
24 authorized by this procedure. If the City Attorney agrees that it is an  
25 impermissible union recording and is not evidentiary, then the Attorney will  
26 notify the Chief of Police who will direct a System Administrator to delete the  
27 recording.
- 28
- 29 h. If the City Attorney believes the recording is not an impermissible union  
30 recording, the matter will be handled as follows:
- 31
- 32 i. The parties will agree to a mutual panel of hearing officers or mutually  
33 agree to a particular hearing officer for a specific case.
- 34
- 35 ii. The Locust Club shall contact the designated hearing officer and provide  
36 him or her with a copy of the disputed recording.
- 37
- 38 iii. Either party may request a hearing.
- 39
- 40 iv. If a hearing is to be held, it shall be scheduled and held as soon as  
41 practicable. The cost of the hearing and any stenographic record shall be  
42 split equally by the parties. Any post-hearing briefs shall  
43 be submitted within ten (10) calendar days from the conclusion of the  
44 hearing, unless a longer time period is mutually agreed upon.
- 45
- 46 v. If a hearing is not held, either party may submit tangible or documentary  
47 evidence. Such evidence shall be sent via email, fax, or overnight delivery  
48 to both the hearing officer and the other party within seven (7) calendar  
49 days from the date the hearing officer received a copy of the disputed  
50 recording. Any written brief shall be served, in the same manner, within  
51 fifteen (15) calendar days from the date the hearing officer received a copy  
52 of the disputed recording.
- 53

- 1                   vi.     The City may not have any representative present during the hearing  
2                   other than the City Attorney, and any witness called by the City shall be  
3                   sequestered and excluded from viewing or hearing the recording. The  
4                   Locust Club shall be represented by the Locust Club President or his/her  
5                   designee, the Locust Club's attorney, and if desired the member or  
6                   members whose conversation with the union representative is claimed to  
7                   have been improperly recorded. Any other witnesses called by the  
8                   Locust Club shall be sequestered and excluded from viewing or hearing  
9                   the recording  
10
- 11                  vii.    The burden of proof shall be on the union to establish an impermissible  
12                  union recording by substantial evidence.  
13
- 14                  viii.   The Hearing Officer will notify the parties of his or her determination in  
15                  writing within fifteen (15) days of the receipt of post-hearing briefs or the  
16                  documentary evidence and briefs in lieu of a hearing. The authority of the  
17                  Hearing Officer is limited solely to determining whether the recording is  
18                  an impermissible union recording. The remedy for an impermissible  
19                  union recording is set forth below and the Hearing Officer may not apply  
20                  any other remedy.  
21
- 22                  ix.     If the Hearing Officer decides the recording is an impermissible union  
23                  recording, and the City does not deem the recording to be evidentiary, the  
24                  Chief of Police will direct a System Administrator to delete the recording,  
25                  and provide written confirmation to the union of such deletion.  
26
- 27                  x.     The Hearing Officer's fees shall be split equally by the parties  
28
- 29                  i.     Impermissible union recordings that the City Attorney deems to be evidentiary  
30                  will be handled as follows:  
31
- 32                          i.     The recording will be maintained in the system under the applicable  
33                          classification and will remain stored in a manner that does not permit  
34                          access by any person other than a System Administrator, who shall be  
35                          ordered not to view the recording or listen to any audio except as required  
36                          to comply with a court order, subpoena, search warrant, or other binding  
37                          legal process.  
38
- 39                          ii.    The City will not release any such recording to any person or organization  
40                          without a court order, subpoena, search warrant, or other binding legal  
41                          process. When provided, the recording shall be accompanied by a notice  
42                          informing the recipient that the recording has been deemed to be an  
43                          impermissible recording of a privileged union conversation. Unless  
44                          prohibited by law or court order, the City will immediately notify the  
45                          union of any such demand for an impermissible union recording, including  
46                          the date on which production of the recording is required. Unless notified  
47                          by the union that it does not intend to seek any judicial intervention, the  
48                          City shall allow at least five (5) business days from the date of notice  
49                          before producing the recording, unless production is required sooner by  
50                          law or court order.  
51
- 52                  iii.    Neither party may use the impermissible union recording in any  
53                  disciplinary action, any proceeding governed by Article 27 of the  
54                  collective bargaining agreement, or any matter brought before the Public  
55                  Employee Relations Board.

- 1  
2 9) Members will not record with BWCs internal police conversations either openly or  
3 surreptitiously, including conversations among members or other RPD employees,  
4 conversations between supervisors and subordinates, or conversations relating to  
5 personnel matters including but not limited to performance evaluations, discipline, or  
6 counseling.  
7
- 8 10) Members/employees will not record sworn personnel with BWCs while conducting  
9 interviews relating to departmental investigations by Professional Standards Section  
10 (PSS) or by any other section performing similar functions, e.g., "farm-out" PSS  
11 investigations.  
12
- 13 11) Members will not record with BWCs while in a locker room or bathroom in an RPD  
14 facility, or while using any bathroom.  
15
- 16 12) Members will be provided access to available BWC recordings from their assigned BWC  
17 to assist in completing departmental reports and forms and in preparing for testimony  
18 relating to their official police duties.  
19
- 20 13) Whenever a member is being investigated by the PSS or by any other Section  
21 performing similar functions pursuant to Article 20 of the collective bargaining  
22 agreement, the following shall apply to any case in which there are one or more relevant,  
23 or potentially relevant, BWC recordings:  
24
  - 25 a. Whenever a member is served with a notice to report to a PSS interview he/she  
26 shall be advised of the event or incident being investigated and shall be given  
27 access to any and all BWC recordings made by the member at or near the time  
28 of the event or incident being investigated. The Locust Club shall be given  
29 access to any and all known BWC recordings relating to the event or incident.  
30
  - 31 b. Such interview shall be noticed at least five (5) business days in advance, unless  
32 exigent circumstances exist.  
33
  - 34 c. Prior to the scheduled date and time of any interview, the Locust Club President  
35 or his designee may inform the PSS Commanding Officer that the Locust Club  
36 has not had sufficient time to adequately review and evaluate the BWC  
37 recordings, which may include expert analysis of such recordings, and request  
38 that the interview be rescheduled. Such request shall: (1) be in writing, which  
39 shall include email; (2) include the approximate additional time being requested;  
40 and (3) be made at least 48 hours prior to the scheduled interview unless exigent  
41 circumstance exist.  
42
  - 43 d. The PSS Commanding Officer shall either grant the additional time requested,  
44 deny any rescheduling, or grant rescheduling of the interview but with less  
45 additional time given than requested. The PSS Commanding Officer shall  
46 provide such response in writing, which shall include email.  
47
  - 48 e. Any denial, including a partial denial, by the PSS Commanding Officer under  
49 subsection (d), above, may be raised by an affected officer in the context of a  
50 disciplinary proceeding arising out of the investigation and may be considered by  
51 the disciplinary Hearing Officer as a defense to the charges, in mitigation of any  
52 recommended penalty, or both.  
53
- 54 14) All members required to report to PSS interviews during off-duty hours as a result of the  
55 performance of their official duties shall be compensated at time-and-one-half with a

- 1 minimum of three (3) hours rather than two (2) hours if there are any BWC recording(s)  
2 associated with the event under investigation, except that members working 3rd and 5th  
3 platoons shall be paid overtime in accordance with Article 15, Section 3.A of the CBA.  
4
- 5 15) The first sixty (60) calendar days following the initial issuance of a BWC to a member  
6 will be considered a training period for familiarization and training in the operation of the  
7 BWC, and the failure by a member to activate or record with an assigned BWC as  
8 required by departmental policy during that period will not be counted for purposes of  
9 discipline under this provision. This provision shall not apply to new or upgraded  
10 equipment and only encompasses the first time the member is issued a BWC.  
11
- 12 16) After the first sixty (60) calendar days after initial issuance of a BWC, instances of a  
13 member failing to activate or record with an assigned BWC as required by Department  
14 policy or procedures may be addressed by the member's supervisor through coaching,  
15 counseling, additional training, or discipline. For any member to be subject to discipline  
16 for failing to activate or record with an assigned BWC as required by Department policy  
17 or procedures, the City must demonstrate that such failure was intentional in accordance  
18 with applicable provisions of the Civil Service Law and the collective bargaining  
19 agreement. A member's persistent and repeated course of conduct in failing to activate  
20 his/her BWC in situations which are required to be recorded may be considered as  
21 relevant evidence.  
22
- 23 a. Upon notice to a member that a departmental investigation involves an alleged  
24 failure to activate or record with an assigned BWC, the Union shall have the right,  
25 upon written notice to the Chief or his designee, to have the assigned BWC in  
26 question inspected by an expert or technician of the Union's choice, with all costs  
27 for such inspection to be borne by the Union. The inspection shall take place  
28 under conditions mutually acceptable to the parties. The City retains the right to  
29 designate its own expert or technician to be present during the inspection by the  
30 Union's expert or technician. The Union will conduct its inspection in such a  
31 manner as to not damage the BWC or to void any warranty. In the event the  
32 BWC is damaged or has its warranty voided as a result of the Union inspection  
33 the Union will reimburse the City for replacement of the BWC.  
34
- 35 b. Failure to activate or record with an assigned BWC will be deemed a "Class 1"  
36 violation in accordance with Appendix 1 of the collective bargaining agreement,  
37 Discipline Guidelines & Classification of Penalties. Such violations will be eligible  
38 for Command Discipline subject to the provisions of Article 20, Section 2 of the  
39 collective bargaining agreement and General Order 305, provided there has not  
40 been discipline imposed within the previous 12 months for failure to activate or  
41 record with an assigned BWC. Discipline imposed for failure to activate or record  
42 with an assigned BWC within the previous 12 months will not preclude Command  
43 Discipline for other violations, provided the matter is otherwise eligible for  
44 Command Discipline in accordance with the collective bargaining agreement and  
45 General Order 305. The provisions of this paragraph relate solely to failure to  
46 activate or record with an assigned BWC. Any other disciplinary matter arising  
47 out of the same event will be handled in accordance with applicable provisions of  
48 the Civil Service Law and the collective bargaining agreement.  
49
- 50 17) Any BWC recording provided to the Union or a member pursuant to this Agreement, or  
51 to the union pursuant to the union's right to information necessary to administer the  
52 collective bargaining agreement, will be deemed confidential and may not be released  
53 publicly by the union or member without the express written consent of the City, unless  
54 the City has released the recording publicly to the media or in response to a FOIL  
55 request.


- 1  
2 18) The City may also issue standard operating procedures governing program procedures,  
3 and use of the BWC. These standard operating procedures must be consistent with  
4 the terms of this Agreement and the City's obligations under the Taylor Law.  
5  
6 19) The City will notify members depicted in BWC recordings prior to releasing such  
7 recordings to the public, the news media or pursuant to the Freedom of Information Law  
8 (FOIL) at least 24 hours prior to the release unless the Chief of Police determines that  
9 an exigency exists, in which case the recording may be released sooner as determined  
10 by the Chief. A copy of such notice will also be provided to the Locust Club. A  
11 department-wide notice to all sworn RPD members shall constitute sufficient notice  
12 under this Agreement.  
13  
14 20) Upon written request, the City shall, within five (5) business days provide or make  
15 available to the Locust Club copies of any BWC recording that is necessary to fulfill its  
16 duty to represent its members and/or enforce the collective bargaining agreement for  
17 reasons other than representing a member being investigated by PSS or by any other  
18 Section performing similar functions.<sup>2</sup> Such requests need not specifically identify a  
19 date of recording and/or recording member, but must be phrased in a manner which  
20 permits the City to search the recording database and identify the requested  
21 recording(s). When the City provides the Union a copy of a BWC recording in  
22 accordance with this agreement, it will provide the copy in a compatible format and will  
23 be accompanied by the audit log report for such recording(s).  
24  
25 21) Any Supervisor may review video recordings made by officers under their command for  
26 purposes of performing their supervisory duties. In the event that such a supervisory  
27 review results in a departmental investigation of alleged misconduct, any member that  
28 is the subject of such investigation or the Union, upon notification of the nature of the  
29 investigation pursuant to Article 20 of the collective bargaining agreement, may request  
30 an articulated reason from the Department as to why the supervisory review was  
31 conducted. Such articulated reason will be provided to the member or Union within five  
32 (5) business days of the request unless otherwise agreed. The appropriateness of the  
33 supervisor's review may be raised by the Locust Club or member in the context of any  
34 disciplinary hearing and may be given whatever weight or effect the hearing officer or  
35 arbitrator deems appropriate.  
36  
37 22) Upon arrival at the scene or at the location of a serious incident as defined in this  
38 agreement or at the location of any involved member, the Union Representative shall  
39 identify him/herself to the ranking officer in charge of the scene, and identify his/her  
40 role as a Union Representative. In situations where a self-identified Union  
41 Representative is not a Locust Club officer, the Chief or his designee may, when  
42 practical, contact a union officer to confirm that the self-identified Union Representative  
43 is in fact operating as a Union Representative. The Locust Club shall notify the Chief or  
44 his designee of any limitations on the scope of the representative's authority.  
45  
46 23) Any BWC recording may be used by a supervisor or subject matter expert (e.g.,  
47 Defensive Tactics Instructor) for private training or counseling purposes with the member  
48 who made, or with the member(s) who is depicted in the recording. A recording may be  
49 used for general training purposes with any other member(s) only upon consent of the  
50 member(s) who are depicted in the recording. The City may use the recording for  
51 general training purposes only if the non-consenting member(s) depicted in the video are  
52 redacted.  
53

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<sup>2</sup> The provision of BWC recordings related to a specific PSS investigation is addressed in Section 13.

- 1 24) In the event the City opts to program the BWC to capture any recording prior to
- 2 activation of the BWC ("buffering" or "pre-record" mode), the BWC will be programmed
- 3 to capture video only without audio recording prior to activation of the BWC. The City
- 4 shall notify the Locust Club of any change made in the duration of such buffering. Any
- 5 buffering or pre-record setting shall be uniformly applied to all Department BWC's and
- 6 shall not exceed sixty (60) seconds unless agreed upon in writing by the Locust Club.
- 7 25) The release time set forth in Article 26, Section 1 of the CBA shall be reduced from a
- 8 maximum of 2,000 hours per contract year to 1250 hours per contract year. In addition,
- 9 effective September 3, 2019, the City shall place one (1) additional Locust Club member
- 10 on full, detached duty with full pay and all benefits commensurate with his/her rank and
- 11 assignment. Such member shall be selected by the Locust Club President.
- 12
- 13 26) The BWCs shall not be equipped or programmed to emit any visual or audible signal that
- 14 cannot be disabled by the officer.
- 15
- 16 27) The parties agree and acknowledge that all provisions of this Memorandum of
- 17 Agreement will remain in effect unless specifically superseded by a written agreement
- 18 between the parties and that this MOA will be made an appendix to the collective
- 19 bargaining agreement. The parties further agree, upon request of the other, to meet
- 20 and negotiate in good faith concerning any proposed changes to this agreement,
- 21 although neither party shall be required to agree to any particular change. Unless
- 22 expressly stated otherwise, any superseding written agreement shall only alter or
- 23 supersede those issues specifically addressed in such written agreement and all other
- 24 provisions of this agreement shall remain in full force and effect.
- 25
- 26 28) Any claimed violation of this agreement may be submitted through the grievance
- 27 procedures set forth in the collective bargaining agreement (Article 27) for resolution.
- 28

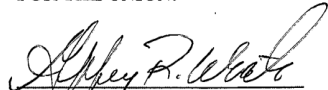
**FOR THE CITY:**

  
 Sarah Cressman  
 Manager of Labor Relations

4/13/24  
 Date

29

**FOR THE UNION:**

  
 Geoffrey Wiater, President  
 Rochester Police Locust Club, Inc.

5/2/24  
 Date