

AGREEMENT

between

THE CITY OF ROCHESTER

and

ROCHESTER POLICE LOCUST CLUB, INC.

JULY 1, 2008

TO

JUNE 30, 2013

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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 Sergeants; all Lieutenants; and all Captains except: a maximum of four sworn employees assigned to and working in the office of the Chief of Police, the Chief's Aide, the commanding officer of the Professional Standards Section, the commanding officer of the Research and Evaluation Section.

Section 2: Non-Interference

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

Section 3: Agency Shop

The parties recognize that this is an Agency Shop Agreement and each employee who is a member of the bargaining unit herein above defined, but is not a member of the Rochester Police Locust Club, Inc., shall be liable to contribute to said Club as representative costs an amount equivalent to Club dues as are from time to time authorized, levied and collected from the general membership of the Rochester Police Locust Club, Inc.

Section 4: Dues Checkoff

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

Section 5: Police Benevolent Dues

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

Section 6: Rehired Members

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

Section 7: Remittance of Deductions

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

1 **SEE ARTICLE 3 – PAY SCALE**

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule

A. Effective as of **JULY 1, 2008**

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step A</u>	<u>Step B</u>
90 Police Officer							
annual:	\$36,026	\$44,446	\$52,283	\$59,943	\$62,909	\$67,436	\$71,533
biweekly:	\$1,385.63	\$1,709.44	\$2,010.88	\$2,305.50	\$2,419.59	\$2,593.68	\$2,751.27
91 Investigator							
annual:			\$62,277	\$67,470			
biweekly:			\$2,395.27	\$2,595.01			
92 Sergeant							
annual:			\$67,936	\$72,033			
biweekly:			\$2,612.91	\$2,770.50			
94 Lieutenant							
annual:			\$76,823	\$81,454			
biweekly:			\$2,954.71	\$3,132.86			
95 Captain							
annual:			\$86,685	\$91,912			
biweekly:			\$3,334.03	\$3,535.08			

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule

A. Effective as of **JULY 1, 2009**

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step A</u>	<u>Step B</u>
90 Police Officer							
annual:	\$37,107	\$45,779	\$53,851	\$61,741	\$64,797	\$69,474	\$73,694
biweekly:	\$1,427.20	\$1,760.73	\$2,071.20	\$2,374.66	\$2,492.18	\$2,672.07	\$2,834.39
91 Investigator							
annual:			\$64,145	\$69,494			
biweekly:			\$2,467.12	\$2,672.86			
92 Sergeant							
annual:			\$69,974	\$74,194			
biweekly:			\$2,691.30	\$2,853.62			
94 Lieutenant							
annual:			\$79,127	\$83,898			
biweekly:			\$3,043.35	\$3,226.85			
95 Captain							
annual:			\$89,285	\$94,669			
biweekly:			\$3,434.05	\$3,641.13			

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule

A. Effective as of **JULY 1, 2010**

<u>Bracket</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step A</u>	<u>Step B</u>
90 Police Officer							
annual:	\$38,035	\$46,923	\$55,198	\$63,285	\$66,417	\$71,223	\$75,549
biweekly:	\$1,462.88	\$1,804.74	\$2,122.98	\$2,434.03	\$2,554.48	\$2,739.35	\$2,905.73
91 Investigator							
annual:			\$65,749	\$71,232			
biweekly:			\$2,528.80	\$2,739.68			
92 Sergeant							
annual:			\$71,723	\$76,049			
biweekly:			\$2,758.58	\$2,924.96			
94 Lieutenant							
annual:			\$81,105	\$85,996			
biweekly:			\$3,119.44	\$3,307.52			
95 Captain							
annual:			\$91,517	\$97,036			
biweekly:			\$3,519.90	\$3,732.16			

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule

A. Effective as of **JULY 1, 2011**

<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:	\$38,415	\$47,393	\$55,750	\$63,918	\$67,081
biweekly:	\$1,477.50	\$1,822.79	\$2,144.21	\$2,458.37	\$2,580.03
191 Investigator					
annual:			\$71,940	\$76,309	
biweekly:			\$2,766.94	\$2,934.98	
92 Sergeant					
annual:			\$72,440	\$76,809	
biweekly:			\$2,786.17	\$2,954.21	
94 Lieutenant					
annual:			\$81,916	\$86,856	
biweekly:			\$3,150.63	\$3,340.60	
95 Captain					
annual:			\$92,433	\$98,007	
biweekly:			\$3,555.10	\$3,769.48	

**ARTICLE 3
POLICE SALARIES**

Section 1: Wage Schedule

A. Effective as of **JULY 1, 2012**

<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:	\$38,799	\$47,867	\$56,307	\$64,557	\$67,751
biweekly:	\$1,492.28	\$1,841.02	\$2,165.66	\$2,482.95	\$2,605.83
191 Investigator					
annual:			\$72,665	\$77,077	
biweekly:			\$2,794.81	\$2,964.50	
92 Sergeant					
annual:			\$73,165	\$77,577	
biweekly:			\$2,814.03	\$2,983.75	
94 Lieutenant					
annual:			\$82,736	\$87,724	
biweekly:			\$3,182.14	\$3,374.00	
95 Captain					
annual:			\$93,357	\$98,987	
biweekly:			\$3,590.65	\$3,807.18	

Section 2: Differential

Effective July 1, 2007, the differentials between ranks shall be:

Between Police Officer (Bracket 90, Step 5)

and Sergeant --- 14.5%

Between Sergeant and Lieutenant --- 13.08%

Between Lieutenant and Captain --- 12.84%B

The differential between Police Officer, Bracket 90, Step A and B (Investigator) shall be maintained at \$500 less than Police Sergeant, Bracket 92, Step 3 and 4, respectively.

Effective July 1, 2011, the differential between Investigator, Bracket 191, Step 3 and 4 shall be maintained at \$500 less than Police Sergeant, Bracket 92, Step 3 and 4, respectively.

Section 3: Salary Steps

A. i. Police Officer --Bracket 90

HIRED BEFORE JULY 1, 1997

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

Step 1: Start

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

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

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

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

Step B: At the beginning of the first full pay period following completion of one full year of assignment at Step A, as provided in Article 5, Section 3.

Effective July 1, 2011, Step A and Step B are deleted.

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.

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

Step B: At the beginning of the first full pay period after completion of one full year of assignment at Step A, as provided in Article 5, Section 3.

Effective July 1, 2011, Step A and Step B are deleted.

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

C. Pay Steps - Officer Ranks

Effective July 1, 2011:

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

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

Section 4: Longevity

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

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

Section 5: Pensions

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

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

Section 6: Shift Adjustment

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

Section 7: Field Training Officers & Coordinators

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

Section 8: Flexible Benefit Program

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

Section 9: Deferred Compensation Plan

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

Section 10: K-9

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

ARTICLE 4
PROFESSIONAL STANDARDS

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

ARTICLE 5
"RESERVED"

ARTICLE 6
PAID HOLIDAYS

Section 1: Recognized Holidays

A. The following thirteen (13) days during each year of this agreement will be recognized as paid holidays:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Veterans Day
5. Thanksgiving Day
6. Christmas Day
7. New Year's Day
8. Lincoln's Birthday
9. Washington's Birthday
10. Good Friday
11. Easter Sunday
12. Memorial Day
13. Martin Luther King Jr. Day

B. If a holiday falls on a workday and the officer is granted the day off, the officer must use a vacation day, personal leave day or compensatory day on the holiday.

C. Holiday pay shall be based upon the step and bracket of the employee at the time of each holiday, not upon the step and bracket at the time of payment.

Section 2: Payment for Holidays

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

ARTICLE 7
BENEFITS FOR ON-DUTY INJURY

Section 1: Benefits

The City will provide the following benefits for any member who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties (as set forth in City Charter Section 8A-6), until his disability arising therefrom has ceased: base salary (Article 3, Section 1), longevity payments (Article 3, Section 4), pension benefits (Article 3, Section 5), paid holidays (Article 6, Section 1 and 2), health insurance (Article 11, Section 1-6), dental insurance (Article 11, Section 8), and educational incentives (Article 14, Section 2).

Section 2: Other Provisions

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

ARTICLE 8
SICK LEAVE

Section 1: Statement of Purpose

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

Section 2: Eligibility

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

Section 3: Bills for Service

Bills for professional service by private medical or surgical specialists rendered to members injured on duty or while on Police Department premises will be paid from City funds in the event that the Police Surgeon is unable to personally provide the service, provided that the private medical or surgical specialist has been

approved for that purpose by the Police Chief. This provision will not apply to necessary first aid or emergency services rendered in cases of injury in line of duty. Eligibility for the benefits described above shall initially be determined solely by the Chief of Police. The decisions of the Chief of Police shall be subject to the provisions of Article 27.

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

1 absence. The employee may accumulate up to four days of personal leave for this
2 purpose, which may be carried across contract or fiscal years, provided that the four-
3 day maximum is not exceeded. For the purpose of calculating personal leave
4 earnings by calendar quarter, the starting date shall be January 1, 1989. On January
5 1, 1989, members shall be credited with personal leave proportional to the period of
6 perfect attendance for the 90 days prior to January 1, or for the period from January
7 1, 1989 back to the last date on which personal leave was computed, calculated to the
8 nearest whole hour.

9
10 B. This Article does not apply to employees hired after July 1, 1984.

11 12 13 14 **ARTICLE 10** 15 **VACATIONS** 16

17 **Section 1: Statement of Purpose**

18 This Article establishes vacation benefits for the members of the bargaining
19 unit. Procedures implementing these benefits will be covered by the furlough
20 General Order (currently numbered 230).
21

22 **Section 2: Emergency Situations**

23 In the event the Chief determines that a serious emergency exists, he may
24 cancel or terminate furloughs, provided, however, that he first exhausts all
25 additional manpower available through call-in procedures. In the event of a
26 declared emergency, the Chief may terminate or cancel furloughs immediately.
27 Furloughs canceled or terminated will be rescheduled by the Chief of Police at a
28 later date.
29

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

31 Choice of furlough dates will be based on seniority as defined in Article
32 22. A member who has chosen his furlough will not lose his choice by reason of
33 transfer unless the transfer was requested by the member, in which case the Chief
34 of Police may, in the case of furlough conflict, reschedule the member's furlough
35 within the same period (prime or non-prime). If the furlough is not rescheduled
36 within the same period, then the member will be allowed to carry over those
37 furlough days into the next calendar year.
38

39 **Section 4: Vacation Allowance**

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

- 44 1. less than one year of service; 1 day per mo. (not to exceed 10
45 days)
- 46 2. 1 yr. through 3 complete years; 12 days
- 47 3. 4 yrs. through 8 complete years; 16 days
- 48 4. 9 yrs. through 14 complete years; 18 days
- 49 5. 15 yrs. through 19 complete years; 20 days
- 50 6. 20 and more complete years; 25 days.
51

52 Vacation allowance for a calendar year will be made available at the
53 beginning of the first full pay period in that calendar year. The vacation
54 allowance for a given calendar year can be used through the end of the pay period
55 that precedes the first full pay period in the following calendar year. While newly
56 hired members will accrue vacation allowance according to the schedule above,

they will not be allowed to use vacation allowance during their periods of academy training or field training.

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

ARTICLE 11
HOSPITAL & SURGICAL INSURANCE & DEATH BENEFITS
See Appendix 2 (Memorandum of Agreement)
EXCEPT for

Section 8: Dental Plan

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

ARTICLE 12
CLOTHING AND MILEAGE ALLOWANCE

Section 1: Clothing Allowance & Payments

- A. Effective 7/1/02, designated Investigators and other members who are directed, in writing, to work in civilian clothing shall be paid an annual \$500 clothing allowance, this allowance to be figured on a per diem basis. Payment shall be made in the last payroll period of June and December of each year to all members who were directed, in writing, to work in civilian clothing during any part of the preceding six (6) months.
- B. Effective 7/1/01, all members on the payroll on December 1 of each year shall receive an annual uniform accessory allowance of \$500 to be paid in the first payroll period of December of each year. The parties shall discuss and agree upon implementation of a vendor voucher system to provide for the \$500 uniform accessory allowance effective December 2002. If the parties are unable to reach agreement, the matter shall be brought to the Contract Arbitrator for resolution. The Contract Arbitrator may implement a vendor voucher system, or in the event that he finds that such a system cannot be implemented, he may direct payment of the \$500 uniform accessory allowance in December 2002. The parties and the Contract Arbitrator shall then accomplish implementation of the vendor voucher system as soon as possible thereafter.
- C. Effective December 1, 2007, all members on Long Term Disability, except for those injured in the line of duty, shall not receive the uniform accessory allowance under Article 12, Section 1(b) until they return to duty status, at which time that year's allowance shall be fully restored and must be used by November 30 of that year.

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

Section 2: Payment for Terminated or Retired Members

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

Section 3: Safety Prescription Glasses

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

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

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

Section 4: Mileage Allowance

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

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

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

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

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

Section 5: Uniforms

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

Section 6: Weapons and Equipment

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

- 1 B. The City shall provide ammunition, one spare clip, leather goods, and
2 replacements due to loss or destruction in the line of duty, without cost to the
3 member.
4
5 C. The City will repair or replace, without charge, weapons damaged or lost in
6 the line of duty, unless the loss or damage is the result of negligence
7 attributable to the member.
8
9 D. Members must obtain a New York State pistol permit on which their duty
10 weapon will be registered.
11
12 E. Members who resign or who are dismissed from the Department shall retain
13 ownership of their weapon or receive reimbursement for the cost of the
14 weapon at the option of the Chief of Police.
15
16 F. Members will maintain their weapons in compliance with standards
17 established by the City.
18
19
20

21 **ARTICLE 13**
22 **CLOTHING BOARD**
23

24 **Section 1: Representation**

25 The parties will establish a joint labor-management clothing board with
26 equal representation. Total membership on the board will be no less than six (6) and
27 no more than ten (10).
28

29 **Section 2: Consultation and Recommendation**

30 The Chief of Police will consult with the Board before making decisions
31 relative to clothing and personal equipment issued to members of the unit. The
32 Board may make recommendations to the Chief on matters relating to clothing and
33 personal equipment.
34

35 **Section 3: Meetings**

36 Both parties to this Agreement may request meetings of the Clothing Board
37 to discuss pertinent issues coming under the review of the Board.
38
39
40

41 **ARTICLE 14**
42 **EDUCATIONAL BENEFITS**
43

44 **Section 1: Payment for Courses**

45 The City agrees to pay the full cost of all tuition and books to all police officers
46 successfully completing a police-work-related course within the period of this contract
47 leading to an Associate's Degree, Baccalaureate Degree, or Master's Degree in Police
48 Science or Criminal Justice from an accredited institution. Courses required for such
49 degree programs shall be deemed to be police-work-related. Electives may be deemed
50 to be police-work-related with the prior approval of the Police Chief. If a disagreement
51 should arise over electives, the matter shall be resolved by the Labor-Management
52 Committee.
53

54 Payment shall be made as per the following schedule:

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

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

Section 2: Educational Incentives

- A. The City agrees to provide an educational salary benefit of 5% of the officer's base pay to qualified police personnel and employed recruits starting on the next full payroll period following their successful completion of the receipt of an Associate's Degree in Police Science or Criminal Justice, or 6 1/2% of the member's base pay upon receipt of a Bachelor's Degree or a higher degree in any subject. This paragraph applies only to those employees who entered the Police Department prior to April 18, 1979 and who matriculated into such educational programs prior to June 30, 1984.
- B. Effective July 1, 1995 for those members who do not receive an educational incentive pursuant to paragraph A above, the City agrees to provide an educational salary benefit of 2% of the officer's base pay to qualified police personnel and employed recruits starting on the next full payroll period who hold or attain an Associate's Degree in Police Science or Criminal Justice, or an educational salary benefit of 4% of the officer's base pay to those officers who hold or attain a Bachelor's Degree in any subject. The educational incentive stipend provided herein shall be added to a member's base pay and paid as such.
- C. Payment of educational incentive will begin in the next full payroll following submission by the member to the Department Personnel Office of sufficient evidence of receipt of the appropriate degree. Such evidence shall be a copy of the degree or a copy of the college transcript noting the award of the degree.

Section 3: Federal or State Programs

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

Section 4: Proportional Payment

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

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

Section 5: Procedures

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

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

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

ARTICLE 15 OVERTIME

Section 1: Overtime Computation

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

Section 2: Call Backs to Duty

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

- 1 C. For overtime worked when a member is held over after the end of the
2 regular tour of duty or when overtime is scheduled, at least 48 hours in
3 advance, contiguous to and prior to the regular tour of duty, overtime shall
4 be paid for time worked.
5

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

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

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

- 31 A. Members of the bargaining unit will have the option of accruing
32 compensatory time in lieu of overtime payment, provided, however, that no
33 member, except as provided in Paragraph B, will be credited with
34 compensatory time in excess of 360 hours. Compensatory time will be
35 earned and computed at the same rate as is overtime pay.
36
37 B. Effective January 1, 1996, no member who works a 5-2 schedule will be
38 credited with compensatory time in excess of 416 hours.
39

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

- 41 A. All members shall be allowed to receive cash payment for earned
42 compensatory time above 280 hours and up to 360 hours of accumulated
43 compensatory time. Such payment shall be made at the member's base
44 salary, plus educational incentive, if applicable.
45
46 B. Effective January 1, 1996, all members who work the 5-2 schedule shall
47 be allowed to receive cash payment for earned compensatory time above
48 280 hours and up to 416 hours of accumulated compensatory time. Such
49 payment shall be made at the member's base salary, plus educational
50 incentive, if applicable. Members who are assigned to a 5-2 work
51 schedule, and who accumulated more than 360 hours of compensatory
52 time, and who are subsequently changed to work a 4-2 schedule, shall
53 maintain all of the accumulated hours of compensatory time until the next
54 payment period as defined in paragraph C of this section at which time the
55 member's bank will be reduced to 280 hours and the member will be paid
56 for all compensatory time that was removed from the compensatory time

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

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

Section 6: Special Events Overtime

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

Section 7: Trading Time

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

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

Section 8: Compensatory Time Procedures

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

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

Section 9: Distribution of Overtime

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

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

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

Section 1: Immediate Family

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

Section 2: Other Relatives

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

Section 3: Regular Days Off

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

Section 4: Official Notice

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

ARTICLE 17
CALCULATION OF ECONOMIC BENEFITS

Section 1: Calculation Rate

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

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

Section 2: Severance Pay

- A. In the event that a member of the Unit retires, dies or otherwise terminates service with the City of Rochester, Severance Pay shall be paid for all unused vacation time, not to exceed forty (40) days, and all accrued overtime (compensatory time), not to exceed fifty-one (51) days.
- B. Payment shall be made upon retirement, death or other termination of services for all accrued holiday time.

ARTICLE 18
WORK SCHEDULE

Section 1: Work Week

- A. Except as provided in subdivision B, effective with work cycles beginning on and after 1/1/96, all members working assignments on a 5-2, 4-2, 4-2 work wheel will work a 4-2 non-rotating schedule. Until work cycles ending on and after 1/1/96, members will continue to work a 5-2, 4 2, 4-2 work wheel.
- B. Notwithstanding any provision of this section, members working assignments on a 5-2 work schedule will continue to work a 5-2 work schedule.
- 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. Effective 1/1/96, 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. Effective 7/1/95, 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.
- B. 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.
- C. The Tactical Unit, the Special Criminal Investigation Section, and all fourth platoons shall be exempt from A and B above, with reasonable advance notice, when there is a demonstrated need to re-deploy manpower. However, the movement of 4th platoon staff to cover for routine and normal absences, such as illness, vacations maternity leaves or other approved leaves of absences of officers on other platoons, is not a demonstrated need to re-deploy manpower.
- D. Captains and Section or Unit Commanders may have their starting and quitting times changed upon reasonable advance notice, or at their individual request, subject to supervisory approval, without incurring any overtime compensation unless they work more than 41.25 hours in a work week.
- E. Temporary assignments to the Professional Development Section shall be exempt from the provisions of subdivision B above, except that written notice to the affected employee and the Union shall be given forty-eight (48) hours in advance.
- F. An employee may request in writing, for good cause, to temporarily change his/her regular starting and quitting time with the approval of the Chief or his designee, and with the consent of the Union President. Such consent shall not be unreasonably withheld and/or delayed.
- G. The provisions of Article 15 do not apply when the City acts in accordance with subdivisions B, C, D, E and F above, Article 19 and Article 20, Section 2(B), of this Agreement.

H. Sergeants and Lieutenants newly assigned to a Patrol Section may, at the discretion of the Commanding Officer, rotate through any and all platoons for four (4) consecutive work days on each platoon, during the first thirty (30) days of the new assignment. All newly assigned Sergeants and Lieutenants shall be advised of such rotation schedule upon arrival at the new assignment. Such rotation schedule shall not be utilized to avoid the payment of overtime.

I. School Resource Officers (SRO's) shall work the hours which conform to the daily school schedule to which they are assigned.

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. Headquarters
3. Downtown

B. The relief schedule shall consist of a 4-2, 4-2, 4-3 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.

Section 5: 5th Platoon

A. Effective 7/1/2000, the Department may create and institute a 5th platoon schedule in each of the Patrol Sections to respond to calls for service and to perform patrol functions.

B. The starting hours of such 5th platoon shall commence no earlier than 8:00 a.m. and shall consist of the standard 8.25 hour workday on the 4 on, 2 off schedule.

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

**ARTICLE 19
TRANSFERS**

Section 1: Definitions

A. Transfers

1. A transfer shall be defined as the change of assignment from one section to another section, or from one division to another division. Changes of assignment made within the Criminal Investigation Division or the Special Criminal Investigation Section will not be considered transfers.

2. A permanent change in platoon assignment shall be considered a transfer when it exceeds 60 days in duration.

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

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

Section 2: Involuntary Transfers

A. The Chief of Police, or his designee, shall maintain the right to transfer employees when necessary to meet legitimate operating needs of the Department. Transfers shall not be made for punitive reasons except when done as a result of discipline in accordance with Article 20, Section 2(B) of this Agreement.

B. An employee subject to a transfer under paragraph A above, upon written request given to the Section Commander within five (5) days of the notice of transfer, shall receive within five (5) days of such request a written statement as to the specific reason for such transfer. This statement shall be binding on the City.

C. All transfers made under this Section shall be subject to grievance and arbitration pursuant to Article 27 of this Agreement, and any grievance alleging a transfer made in violation of this Section may be filed directly at Step C of the grievance procedure within five (5) days of receipt of the written statement provided pursuant to paragraph (B) above, and if not resolved and appealed to arbitration, may be the subject of expedited arbitration before the contract Arbitrator, upon demand by either party.

D. In any arbitration proceeding alleging a transfer made in violation of this Section, the City shall go forward and show legitimate operating needs for the transfer.

E. The Chief shall have the right to transfer any Captain for programmatic reasons. Such transfer shall not result in the obligation to pay overtime for changes in work hours or schedules that occur as a result of the transfer. Such transfer shall be grievable only by the Captain individually and shall be heard by the Contract Arbitrator within 60 days of the date the grievance is filed.

Section 3: Posting of New Positions and Vacancies

A. Unless a transfer is made for a specifically identified operating need under Section 2, paragraph A above, or as provided in paragraph F below, whenever the City desires to permanently fill a new position or vacancy within the bargaining unit, notice will be made by teletype and/or Daily

Bulletin, and posted to inform members for a period of ten (10) calendar days.

B. All announcements of new positions or vacancies will specify the qualifications and criteria established for the position or vacancy by the Chief of Police or his designee.

C. Members may apply for consideration for a new position or vacancy posted under this Section. Requests will be considered department-wide.

D. No new position or vacancy may be filled during the ten (10) day posting period except on an acting basis when necessary as a result of emergency or to replace a transferred or promoted member. Members who submit requests after the ten (10) day posting period will not be considered.

E. New positions or vacancies shall be filled as provided in Section 4 of this Article. Nothing in this Section shall be construed as requiring the filling of new positions or vacancies.

F. New positions or vacancies which exist in the positions specified as exceptions in Article 2, Section 1, are not subject to this Section. No unit member may be involuntarily transferred to any position specified as an exception in Article 2, Section 1.

Section 4: Selection to New Positions or Vacancies

A. The establishment of qualifications and criteria for new positions or vacancies shall be solely the responsibility of the Chief of Police or his designee.

B. Unless the new position or vacancy is filled by a transfer made pursuant to Section 2 of this Article, or pursuant to Section 3(F) of this Article, new positions or vacancies posted pursuant to Section 3 of this Article shall be filled by a member who has applied for such new position or vacancy, and who meets the qualifications and criteria established for such new position or vacancy. In determining who shall be selected for a new position or vacancy, the Chief of Police, or his designee shall select the most senior candidate, if all other factors relative to the candidate's ability to perform the duties of the position are equal. It is the responsibility of the candidate seeking the position to demonstrate that he possesses the qualifications for the position or vacancy.

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

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

Section 5: Maintenance of Seniority

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

ARTICLE 20
DISCIPLINE

Section 1: Department Investigation and Bill of Rights

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

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

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

limitations shall not apply where the incompetency or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

17. The Chief shall make a written final disposition and notify the accused officer of the Hearing Officer's recommendation within thirty (30) days following receipt of the recommendations. A copy of the disposition and the Hearing Officer's recommendation will be provided to the member and the Union President.

18. Unless the nature of the investigation requires immediate attention, the member shall be given at least 48 hours advance notice of any interview conducted under this Section.

19. All members placed on the Hearing Board list will be done so at the discretion of the Chief of Police. The list of eligibles shall be made available to the Locust Club President at a reasonable time prior to the selection of a Hearing Board panel.

20. (A) The City agrees to release a copy of all statements of potential witnesses that the City anticipates calling as a witness for the City of Rochester against an accused member. The statements shall be released to the member's attorney or the Locust Club president or his designee at least forty-eight (48) hours prior to the hearing, provided that the member agrees in writing not to contact or have an agent contact any person whose statement is to be provided. Upon receipt of the statements, neither the Union nor its agents shall contact any person whose statement has been provided.

(B) The Union agrees to release a copy of all statements of potential witnesses that the Union anticipates calling as a witness for the defense of any accused member. The statement shall be released to the Commanding Officer of the Professional Standards Section at least forty-eight (48) hours prior to a hearing date.

Upon receipt of the statement, the City agrees not to contact any person whose statement has been given to the City's representative.

21. The Union can allege violation of procedures to the Chief of Police in writing. The Chief will take such allegation into consideration as possible mitigating circumstances in selecting the disciplinary penalty, if any.

22. Professional Standards Section interviews of employees assigned to the 3rd platoon shall be scheduled to begin no later than 2 PM unless the exigency of the investigation dictates otherwise.

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

Discipline Guidelines and Classification of Penalties - see Appendix 1

Section 2: Command Discipline

A. Notwithstanding the provisions of Section 75 and Section 76 of the Civil Service Law, or Section 1 of this Article, Section Commanders, regardless of rank, or any command officer holding the rank of Major or higher, may impose discipline for minor violations of the Rules & Regulations and General Orders of the Department.

B. Discipline imposed through command discipline shall be one of the following: Letter of reprimand; suspension without pay for a maximum of three (3) days; requirement to work up to three "R-Days" without additional pay; reimbursement up to \$100 of the value of the property

which is intentionally or negligently damaged or lost by a member; successful completion of a driver training program; or transfer.

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

ARTICLE 21 MEMBERS RIGHTS

Section 1: Access to Personnel File

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

Section 2: Release of Police Photographs

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

Section 3: Release of Employment Records

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

ARTICLE 22
SENIORITY

Section 1: Police Officers & Investigators

Police Officer seniority shall be based upon:

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

Investigator seniority shall be based upon:

- A. Date of appointment as a member of the Rochester Police Department
- B. Position on Civil Service list from which the member was appointed
- C. Length of service as a designated Investigator
- D. Prior BMP Certification
- E. Date of hire as a Police Officer in the member's previous Police Department
- F. Police Chief's discretion

Effective July 1, 2011, **Investigator** seniority shall be based upon:

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

Section 2: Commanding Officers

Commanding officers' seniority shall be based upon:

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

Section 3: Current List

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

Section 4: Reinstated Employees

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

ARTICLE 23

OUT-OF-TITLE WORK AND/OR TEMPORARY APPOINTMENT

Section 1: Compensation

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

Section 2: Method of Payment

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

Section 3: Selection for Out-of-Title Work

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

ARTICLE 24

CIVIL SERVICE PROCEDURE

Section 1: Duration

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

Section 2: Scheduling of Tests

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

Section 3: Physical Standards

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

Section 4: Standards

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

Section 5: Promotional Vacancies

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

Section 6: Civil Service Investigator Examination

Effective October 4, 2011, the City agrees to establish without delay a Civil Service Investigator examination. Further, the City intends to make promotions to the rank of Investigator within two years.

**ARTICLE 25
LEAVES OF ABSENCE**

Section 1: Leave of Absence Without Pay

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

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

Section 2: Educational Leave

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

Section 3: Unapproved Leave of Absence

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

**ARTICLE 26
RELEASE TIME FOR CLUB BUSINESS**

Section 1: Release Time for Club Business

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

Section 2: Release Time for Club President

- 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.

Section 6: Release Time for Election Commissioners

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

Section 7: Designation of Club Representatives

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

members of the Police Locust Club Negotiating Committee, shall be granted leave for negotiations without loss of pay.

Section 8: Executive Board Members

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

Section 9: Executive Officer Release Time

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

**ARTICLE 27
CONTRACT ADMINISTRATION**

Section 1: Definitions

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

Section 2: Procedure

- A. It is important that grievances be processed as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits given below may be extended.
- B. Failure at any step of this procedure to communicate to the Club the decision on a grievance within the specified time limits shall permit the Club to proceed to the next step of the grievance procedure. Failure to announce an appeal of a grievance to the next step within the specified time limits shall terminate the grievance.
- 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 to the Manager of Labor Relations within five (5) working days after the receipt of the Chief's written decision. Upon receipt of the written record of the dispute together with a copy of the Chief's written decision, the Manager of Labor Relations shall, within five (5) working days, discuss the grievance with the Club's President or designee and shall within ten (10) working days of the receipt of the written record of the dispute and the Chief's written decision, forward his written decision to the Club President.

Step D:

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

Section 4: Arbitration

- A. An arbitration proceeding shall be conducted before the Permanent Contract Arbitrator, who shall be mutually selected by the parties no later than August 1, 1995, and shall serve until replaced by mutual agreement of the parties. The Permanent Contract Arbitrator shall have full authority pursuant to the provisions contained in this Section to resolve all pending grievances and future grievances brought by either party.

Additionally, the Permanent Contract Arbitrator shall develop, in consultation with the parties herein, an expedited arbitration procedure to resolve all pending and future grievances in an efficient, timely and cost effective manner. Such expedited arbitration procedure shall become an Appendix to the parties Agreement.

- B. Decisions of the arbitrator shall be final and binding on the Club, the City and any grievant, provided said decision is within the scope of his authority and the constraints established by this section. The arbitrator shall have no authority or power to render a decision or award inconsistent with Statutory or Appellate decisional law.
- C. The selected arbitrator shall hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator.
- D. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
- E. The authority of the arbitrator shall be limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to alter, add to or subtract from or otherwise modify the terms of this Agreement as written. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority or power to determine any other issues not submitted to him. He shall confine his decision and award solely to the interpretation and application of this Agreement.
- F. Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the Club. However, each party shall be responsible for compensating its own witnesses. If either party desires a transcript of the proceedings, it may cause the transcript to be made. Each party shall be responsible for the payment for their copy of the transcript.

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

ARTICLE 28
GRIEVANCE COMMITTEE AND REPRESENTATION

Section 1: Club Representatives

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

Section 2: Representative Pursuance

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

Section 3: Release from Assignment

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

Section 4: Representative with Grievance

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

ARTICLE 29
POLICE LABOR-MANAGEMENT COMMITTEE

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

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

ARTICLE 30
GENERAL PROVISIONS

Section 1: Applicable Laws

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

Section 2: Savings Clause

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

Section 3: Contract Modification

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

Section 4: Changes in Rules, Regulations and General Orders

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

Section 5: Printing of Contract

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

Section 6: Police Vehicles

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

Section 7: Lounge

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

Section 8: Defense and Indemnification of Police Officers

- A. The City shall pay reasonable and necessary attorney's fees at rates prevailing in the local legal community, disbursements and litigation expenses incurred by a police officer in his defense in a criminal proceeding in a state or federal court arising out of any alleged act or omission that occurred or allegedly occurred while the employee was exercising or performing or in good faith purporting to exercise or perform his powers and duties. The police officer shall be entitled to private counsel of his own choice, except that the Corporation Counsel may require that appropriate groups of police officers be represented by the same private counsel. This duty to pay for a defense in a criminal proceeding shall arise only upon the complete acquittal of a police officer, the dismissal of all criminal charges against him, or a no-bill by a Grand Jury investigating an on-duty use of a weapon. Attorney's fees, disbursements, and litigation expenses shall be submitted by the attorney within 30 days after acquittal or dismissal to the Corporation Counsel in the manner and form required by him, and shall be reviewed and approved by him prior to payment.

- 1 B. The City shall provide for the defense of a police officer in any civil
2 action or proceeding before any state or federal court or administrative
3 agency arising out of any alleged act or omission that occurred or
4 allegedly occurred while the police officer was exercising or performing
5 or in good faith purporting to exercise or perform his powers and duties.
6 This duty to provide for a defense shall not arise where the action or
7 proceeding is brought by or at the behest of the City itself unless the
8 police officer is successful in such action or proceeding.
9
- 10 C. The Corporation Counsel shall defend, or may employ special counsel to
11 defend, the police officer in any civil action or proceeding unless the
12 Corporation Counsel determines that a conflict of interest exists or may
13 arise in which case the police officer shall be entitled to private counsel
14 of his choice, except that the Corporation Counsel may require that
15 appropriate groups of police officers be represented by the same private
16 counsel. If special counsel is employed, or a police officer is represented
17 by private counsel, the City shall pay reasonable and necessary attorney's
18 fees at rates prevailing in the local legal community, disbursements, and
19 litigation expenses incurred by a police officer in his defense. Attorney's
20 fees, disbursements and litigation expenses shall be submitted by the
21 attorney promptly after the end of each month to the Corporation
22 Counsel, in the manner and form required by him, and shall be reviewed
23 and approved by him prior to payment.
24
- 25 D. The City shall indemnify and save harmless a police officer in the
26 amount of any judgment obtained against the police officer in a state or
27 federal court or administrative agency, or in the amount of any settlement
28 or a claim, provided that the act or omission occurred while the police
29 officer was exercising or performing or in good faith purporting to
30 exercise or perform his powers and duties. This duty to indemnify and
31 save harmless shall not arise where the injury or damage resulted from
32 intentional wrongdoing on the part of the police officer; nor shall it arise
33 where a judgment is obtained or claim settled as a result of an action or
34 proceeding brought by or at the behest of the City itself; nor shall it arise
35 with respect to non-automatic punitive or exemplary damages, fines or
36 penalties.
37
- 38 E. The duties to pay for or to provide a defense and to indemnify and save
39 harmless shall be conditioned upon (a) delivery by a police officer to the
40 Corporation Counsel of any notice, summons, complaint or any other
41 legal process within five (5) business days after he is served with such
42 document, and (b) the full cooperation of a police officer in the defense
43 of any action or proceeding against him or against the City based upon
44 his alleged acts or omissions, and in the taking of any appeals.
45
- 46 F. Any dispute arising under this Section shall be submitted to arbitration
47 pursuant to Article 27, Section 4, of this Agreement. A demand for
48 arbitration must be served within sixty (60) days of written notice to the
49 Club of a decision by the Corporation Counsel.
50

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

52 The Chief, at his discretion, may award a paid day off to any member who
53 has exhibited conduct above and beyond the call of duty and/or has provided
54 meritorious service.
55

ARTICLE 31
BULLETIN BOARDS AND INFORMATION UPDATE

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

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

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

ARTICLE 32
TERM OF CONTRACT

Section 1: Duration

This contract shall be for a period of five (5) years commencing July 1, 2008, and ending June 30, 2013. This agreement incorporates the award of the Arbitration Panel as signed by Chairman Ronald E. Kowalski on May 17, 2011. In the event of any conflict between the award and this Agreement, the award language and intent shall prevail. This contract shall automatically be renewed from year to year thereafter, unless either party shall notify the other party in writing not earlier than November 15th and not later than November 30th, or as hereinafter provided for any renewal period of the party's intention to change, alter, amend or terminate this contract.

Section 2: Negotiations

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

ARTICLE 33
JURY DUTY

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

- 1 C. The City shall have the right to seek a waiver from jury duty for the member.
2 Members exempted from jury duty must accept the exemption or shall not be
3 paid by the City for such time.
4
- 5 D. A member on jury duty shall receive his regular pay and shall transmit to the
6 Employer an amount equal to any jury duty allowance received for such jury
7 service.
8
9

10 **ARTICLE 34**

11 **PUBLIC SAFETY AIDES**

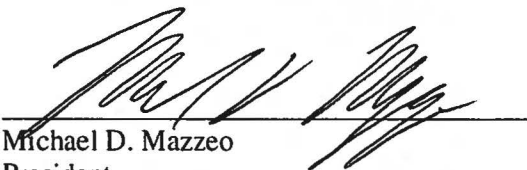
12

13
14 The City may employ "Public Safety Aides" (PSA) and may, at its
15 discretion, change their name to any non-unit designation. When doing so, the
16 following will apply:
17

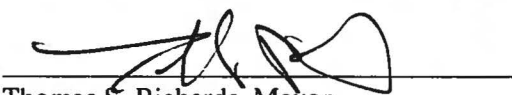
- 18 1. Public Safety Aides will not respond to any call for police service, but will
19 be allowed to take reports in police facilities and NET offices on Tele-
20 Serve eligible calls as provided in General Order 460, quality of life
21 complaints, and to take reports of "non-priority 1" calls for service or calls
22 for service which do not require the dispatch of a police officer to the
23 scene. They will not conduct investigations. They may issue parking
24 tickets and order the towing of illegally parked vehicles.
25
- 26 2. The number of Public Safety Aides shall not exceed 40.
27
- 28 3. The City will maintain the authorized number of bargaining unit positions
29 that existed on November 11, 1997 (674), except for those positions funded
30 and maintained as a result of federal or state grants.
31
- 32 4. The Public Safety Aide shall not be used to circumvent the payment of
33 overtime to any current unit member, or to replace any unit member.
34
- 35 5. The Union does not waive any current exclusivity of unit work associated
36 with the establishment of the PSA's.

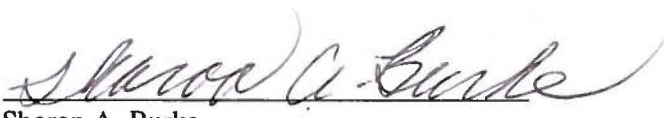
1 **IN WITNESS WHEREOF**, the parties have hereto caused this
2 Agreement to be executed by their duly authorized representatives.
3

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

6
7 
8
9
10 Michael D. Mazzeo
11 President
12

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

17
18
19 
20
21 Thomas S. Richards, Mayor
22

23
24
25 
26
27 Sharon A. Burke
28 Manager of Labor Relations
29

APPROVED AS TO FORM
CORPORATION COUNSEL

By 

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

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

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

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

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

CLASSIFICATION OF PENALTIES

**MANUAL OF RULES AND REGULATIONS
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13			
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18

19

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21

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*** SECTION I**

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

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 mutually agree to a single health insurance provider which will eliminate the current health insurance plans as referenced in the current collective bargaining agreement and replace them with the Value, Core, and Enhanced plans of benefits as developed by the joint committee;

Therefore the parties mutually agree to the following:

- I. This agreement will become an appendix to collective bargaining agreement and the effective period for this agreement is **September 1, 2009 through August 31, 2012.**
- II. Modify the Health Insurance provisions (Article 11) 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 Value, Core, and Enhanced plans as developed by the joint Labor/Management Health Care Committee. (See attached Plan summaries.)**
- 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.**
- D. For the first year of this agreement, for unit members who elect to enroll in the Core Plan or the Enhanced Plan, the employer will deposit the amount of \$400 (four hundred dollars) into an IRS Section §105h account (HRA) at the time of annual enrollment. For Unit members who elect to enroll in the Value Plan, the employer will deposit the amount of \$400 (four hundred dollars) and an additional amount equal to 50% (fifty percent) of the difference in the monthly premium between the Core and Value Plan into an IRS §105h account (HRA) at the time of annual enrollment. For the second and third years of this agreement, for unit members who elect to enroll in the Core Plan or the Enhanced Plan, the employer will deposit the amount of \$800. (eight hundred dollars) into an IRS §105h account (HRA) at the time of annual enrollment. In the second and third years of this agreement, for unit members who elect to enroll in the Value Plan, the employer will deposit the amount of \$800 (eight hundred dollars) and an additional amount equal to 50% (fifty percent) of the difference in the monthly premium between the Core and Value Plan into an IRS §105h account (HRA) at the time of annual enrollment. Monies deposited into an HRA account shall roll over year to year until expended or until the employee's death, at which time any unexpended funds shall revert to the employee's estate.**

Section 2: Cost of Benefits to Employees

For unit members electing coverage under the Core Plan, the City will contribute 100% (one hundred percent) of the premium cost of the Core Plan. For unit members electing coverage under the Value Plan, the City will contribute 100% (one hundred percent) of the premium cost of the Value Plan. For unit members electing coverage under the Enhanced Plan, the City will contribute 100% (one hundred percent) of the premium cost of the Core Plan. Unit members who elect to enroll in the Enhanced Plan will bear the expense of any amount in excess of the employer contribution through payroll deduction. For Unit members who currently have coverage under the Blue Million Plan, the City will contribute one hundred percent (100%) of the cost of the Enhanced Plan premium

Section 3: Alternative Plans

Unit members, who accept health insurance coverage from a source other than the City of Rochester shall receive \$1,500 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, if 1 through 49 unit members accept this option. If, however, 50

to 59 unit members accept this option by the **last day of the Plan year**, the payment shall increase to **\$2,000** per annum per unit member. If 60 or more unit members accept this option by the **last day of the Plan year**, the payment shall increase to **\$2,500** per annum per member.

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

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

Section 5: Payroll Deductions

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

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

Section 7: Death Benefit

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

Section 8: Dental Plan

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

Section 9: Coverage for Retirees

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

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

B. Qualified employees, as defined in subdivision A of this Section, who retire during the term of this agreement may elect to enroll in the Value, Core, or Enhanced Plan. 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 Value, Core, or Enhanced Plan. For those employees who elect to enroll in the Value Plan, the City's contribution will not exceed 100% (one hundred percent) of the cost of the Value Plan premium. The exceptions are as follows: for an employee who retires with more than 25 years but less than 30 years of service, the City shall pay 95% (ninety-five percent) of the cost of the Core Plan premium; and for an employee who retires with 30 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. For those employees who elect to enroll in the Value Plan, the City's contribution will not exceed 100% (one hundred percent) of the cost of the Value Plan.

1, When eligible for Medicare coverage, the retiree shall be covered by the City's Medicare Supplemental or Advantage Plan.

Section 10:

The Joint Labor/Management Health Care Committee will begin discussions regarding a successor to this Agreement 12 (twelve) months prior to the expiration of this MOA. If the parties fail to enter into a successor health care agreement 3 (three) months prior to the expiration of this agreement, the unit members who are enrolled in the Value, Core, or Enhanced Plans will, contribute effective September 1, 2012 (in addition to any contribution amount stated in Section 2 above) 50% (fifty percent) of any increase in the cost of the respective Plan premiums until such time as a successor MOA is reached.

Section 11: Health Care Trust Account

A City Trust Account will be established to cover unforeseen expenses related to the transition to the new Plan design during the first year. It is agreed that reasonable expenditures may be made from this Trust Account for the purpose of paying or reasonably resolving amounts due, or potentially due, to third parties relative to the coverage implemented pursuant to this agreement. Expenditures for any other purposes must be agreed to by the Labor/Management Health Care Committee. The Rochester Police Locust Club will be allotted \$300,000 (three hundred thousand dollars) into this trust account. At the beginning of year two of the Plan, Rochester Police Locust Club may designate any unused funds, as determined and agreed by the Labor/Management Health Care Committee, in the trust account toward health care related expenditures.

Section 12: Additional Savings

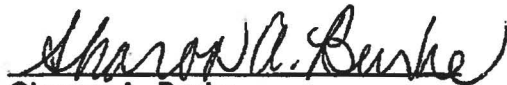
Any additional savings during the term of this agreement, as determined and agreed upon by the joint Labor/Management Committee, will be shared 50/50 between labor and management. It is agreed that up to the first \$500,000 (five hundred thousand dollars) of the Unions' portion of additional savings shall be allocated 100% to the Locust Club. Any additional Union savings greater than \$500,000 shall be apportioned as follows:

AFSCME	48.5%
IAFF	20.7%
IUOE	0.4%
Locust Club	30.3%

Apportioned funds will be placed in the established interest bearing trust account and shall be used toward healthcare related expenditures.

Section 13: The terms of this memorandum of agreement are contingent upon the execution of health care Agreements by all participating members of the joint Labor/Management Health Care Committee.

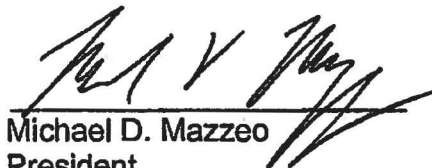
FOR THE CITY:



Sharon A. Burke
Manager of Labor Relations
City of Rochester

Date: 7/20/09

FOR THE UNION:



Michael D. Mazzeo
President
Rochester Police Locust Club

Date: 8-10-09