



BOARD OF ESTIMATE AND CONTRACT

Jacqueline M. Izzo
Mayor
Stephanie Viscelli
Common Council President
Frederick Schmidt
Public Works Commissioner

Louise S. Glasso
City Clerk
Gerard F. Feeney
Corporation Counsel
David C. Nolan
City Treasurer

Rome City Hall
198 N. Washington St.
Rome, NY 13440
www.romenewyork.com

BOARD OF ESTIMATE AND CONTRACT MEETING REGULAR SESSION

**MAY 26, 2016
8:30 AM**

- 1. CALLING THE ROLL OF MEMBERS BY THE CLERK**
- 2. READING OF THE MINUTES OF THE PRECEDING SESSION**
(Motion in order that the reading of the minutes of the proceeding sessions be dispensed with and that they be approved.)
- 3. COMMUNICATIONS**
- 4. PUBLIC SPEAKERS**
- 5. REPORT OF DEPARTMENT HEADS**
- 6. RESOLUTIONS**

RES. NO. 116

A

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT WITH BUYER AND APPROVING THE SALE OF CITY OWNED PARCEL LOCATED AT 612 FLOYD AVENUE FOR \$7,500.00. Domenico

RES. NO. 117

B

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PROPERTY LOCATED ON 426 LIBERTY STREET FOR \$500.00. Domenico

RES. NO. 118

D

RESOLUTION PROVIDING SECTION 384-e BENEFITS FOR FIREFIGHTERS COVERED BY SECTION 384-d. Nolan

RES. NO. 119

E

AUTHORIZING 2016 BUDGETARY TRANSFERS. Domenico

RES. NO. 120

F

AUTHORIZING BUDGETARY TRANSFER. Nolan

RES. NO. 121

G

AUTHORIZING THE MAYOR TO EXECUTE COLLECTIVE BARGAINING AGREEMENT WITH THE ROME PROFESSIONAL FIREFIGHTERS UNION, LOCAL 694 FOR THE YEARS 2016 AND 2017. Feeney

RES. NO. 122

H

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AMENDMENT NO. 2 WITH O'BRIEN & GERE ENGINEERS, INC. RELATIVE TO THE MARTIN STREET/STANWIX HEIGHTS SEWER EXTENSION PROJECT. Schmidt

7. TABLED RESOLUTIONS

RES. NO. 297

A

AUTHORIZING THE DELETION OF ONE POSITION OF MAINTENANCE MAN AND THE CREATION OF ONE POSITION OF WATER & SEWER MAINTENANCE FOREMAN IN WATER SHOP DEPARTMENT AND AMENDING THE 2016 BUDGET TO REFLECT SAME. Tallarino

RES. NO. 49

G

AUTHORIZING BUDGETARY TRANSFER. Nolan

8. ADJOURNMENT

RESOLUTION NO. 116

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH BUYER AND APPROVING
THE SALE OF CITY OWNED PARCEL LOCATED AT
612 FLOYD AVENUE FOR \$7,500.00

By _____:

WHEREAS, Rome City Charter Title A, Section 33 states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, a certain city owned parcel of land is in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of six (6) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for property located at 612 Floyd Avenue with Gamdur Narain for the rehabilitation of said property located at 612 Floyd Avenue, Rome, New York, known as Tax Map No. 242.044-0002-066; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the property located at 612 Floyd Avenue, Rome, New York, known as Tax Map No. 242.044-0002-066, to Gamdur Narain in consideration of the performance of a Rehabilitation Agreement for said property, and for the sum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty days of the adoption of this Resolution; and

BE IT FURTHER RESOLVED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the property and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER RESOLVED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

RESOLUTION NO. 117

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO APPROVE THE SALE OF CITY OWNED PROPERTY LOCATED ON 426 LIBERTY STREET FOR \$500.00

By _____:

WHEREAS, Rome City Charter Section 33(3) states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome, and;

WHEREAS, as a result of tax sales, certain city owned parcels of land are in the City's possession and the City desires to sell and convey said real property to a responsible buyer, and; WHEREAS, the property is currently in compliance with the Rome Code of Ordinances and therefore there is no need for a rehabilitation agreement, now, therefore;

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to convey 426 Liberty Street to the buyer listed in Exhibit A, and;

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of 426 Liberty Street to the buyer listed in Exhibit A for the monetary consideration of \$500.00, said conveyance to take place following the contingencies hereinafter set forth, and;

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering any payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale, and;

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

EXHIBIT "A"

TAX MAP NO. 242.041-0001-003

PROPERTY ADDRESS: 426 Liberty Street

CONSIDERATION: \$500.00

BUYER: Kuo-Cheng Lee

RESOLUTION NO. 118

RESOLUTION PROVIDING SECTION 384-e BENEFITS
FOR FIREFIGHTERS COVERED BY SECTION 384-d

By _____:

BE IT RESOLVED: that the Board of Estimate and Contract of the City of Rome, New York does hereby elect to provide the additional benefits of Section 384-e of the Retirement and Social Security Law for any member of its Fire Department who duly elects Section 384-d of the Retirement and Social Security Law, as presently or hereafter amended.

BE IT FURTHER RESOLVED: that the effective date of such shall be the first, day of September, 2016.

BE IT FURTHER RESOLVED: that this Resolution shall take effect upon execution of the 2016-2017 collective bargaining agreement between the City of Rome and the Union.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

RESOLUTION NO. 119

AUTHORIZING 2016 BUDGETARY TRANSFERS

By _____:

BE IT RESOLVED, that pursuant to Rome Charter Laws, Title A, Article VII, Section 91, the City Treasurer of the City of Rome is hereby authorized and directed to make the following budgetary transfers:

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3620.151	Code Enforcement: Salaries	\$9,100.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1325.151	Treasurers: Salaries	\$9,100.00

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG3620.801	Code Enforcement: Fica/Medicare	\$696.00

<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1325.801	Treasurers: Fica/Medicare	\$696.00

REASON: Part-time employee in the Treasurer-Payroll Office.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
 Schmidt _____ Nolan _____

ADOPTED: DEFEATED:

RESOLUTION NO. 120

AUTHORIZING BUDGETARY TRANSFER

By _____:

BE IT RESOLVED, that pursuant to Rome Charter Laws, Title A, Article VII, Section 91, the City Treasurer of the City of Rome is hereby authorized and directed to make the following budgetary transfer:

<u>FROM CODE NO.</u>	<u>AMOUNT</u>
AG1680.418 IT: Contract Services	\$5,000.00

<u>TO CODE NO.</u>	<u>AMOUNT</u>
AG1680.208 IT: Equipment	\$5,000.00

REASON: Purchase of New DLT Auto Desk license to replace existing license. The City will not have two identical software licenses.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
 Schmidt _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 121

AUTHORIZING THE MAYOR TO EXECUTE COLLECTIVE BARGAINING AGREEMENT
WITH THE ROME PROFESSIONAL FIREFIGHTERS UNION, LOCAL 694
FOR THE YEARS 2016 AND 2017

By _____:

WHEREAS, a tentative collective bargaining agreement with The Rome Professional Firefighters Association, Local 694 has been presented to the Board of Estimate and Contract for the years 2016 through 2017, now, therefore,

BE IT RESOLVED, that the Board of Estimate and Contract of the City of Rome, New York, hereby approves modifications to the terms and provisions of the collective bargaining agreement with The Rome Professional Firefighters Association, Local 694, said modifications are set forth in the memorandum of Tentative Agreement, which is attached hereto, and authorizes the Mayor to execute said agreement on behalf of the City of Rome, so as to implement the terms and provisions thereof for the years 2016- 2017.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED:

DEFEATED:

MEMORANDUM OF TENTATIVE AGREEMENT

Between

CITY OF ROME NEW YORK

and

**ROME PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 694, I.A.F.F., AFL-CIO**

The City of Rome New York ("City") and the Rome Professional Firefighters Association Local 694, I.A.F.F., AFL-CIO ("Firefighters Union") are parties to a collective bargaining agreement with a stated term of January 1, 2009 through December 31, 2010 ("2009-2010 Collective Bargaining Agreement") and an Interest Arbitration Award covering the period January 1, 2011 through December 31, 2015 ("2011-2015 Interest Arbitration Award"). Subject to any necessary approvals by the Rome Common Council and/or Rome Board of Estimate and Contract, and any state agency whose approval is required, and ratification by the City and Firefighters Union, as well as confirmation and clarification to the City's satisfaction of the information provided by the New York State Retirement System in the letter dated December 31, 2015 from John Clancy to Brian Townsend and Joseph R. Fusco, the parties hereby agree to modify the 2009-2010 Collective Bargaining Agreement as modified and updated by the 2011-2015 Interest Arbitration Award and enter into a successor agreement as follows:

1. The term of the Successor Agreement shall be January 1, 2016 through December 31, 2017.
2. The terms of the 2011-2015 Interest Arbitration Award will be incorporated into the successor agreement for the period January 1, 2016-December 31, 2017, except as further modified by this agreement

3. Article XIX, Section 1 and Appendix A shall be amended to reflect the following salary increases:

- a. Effective January 1, 2016: there will be a one-time increase of \$1000.00 on each step;
- b. Effective January 1, 2016: Across the Board increase of 2% after the flat dollar increase set forth above in each step;
- c. Effective January 1, 2017: Across the Board increase of 2% in each step.

2016 salary and wage increases shall be fully retroactive to January 1, 2016 for all computation purposes, and shall be paid to bargaining unit members within ninety (90) days of ratification/approval by both parties. Attached as Exhibit "A" are the salary schedules representing the above salary increases.

4. Article XIX, Section 3 shall be amended as follows:

Competitive Positions

The positions of fireman/mechanic and fire equipment supervisor shall be competitive upon any vacancy.

Effective January 1, 1989, the position of fireman/mechanic shall receive an additional five hundred dollar (\$500.00) stipend. Effective January 1, 2016, the stipend will be increased to five hundred fifty (\$550).

5. Article V Section 4 shall be amended as follows:

Section 4. Hourly Rate

Hourly rate shall be determined by dividing the annual salary per pay plan plus differential, but not and longevity, and in the case of the firefighter mechanic the stipend, by the number of working days and the quotient divided by twenty-four (24) hours.

6. Article XII Hospitalization, Section 1. Medical Plan shall be amended to add the following:

In the event that a covered retiree or covered employee with twenty (20) or more years of service with the Rome Fire Department dies, his or her spouse and eligible dependents will continue to be covered for the benefits in this section until the deceased employee or retiree would have reached age 65, provided that an affidavit or other approved form is submitted verifying that the spouse and/or dependent(s) of said deceased employee or retiree does not have equal or greater health coverage available. To maintain coverage, said spouse shall be responsible for payment of the appropriate contribution to the plan that the deceased retiree would have paid if he/she survived.

7. Article XII Hospitalization, Section 1. Medical Plan shall be amended to add the following:

Any member who has completed 20 or more years of service who voluntarily retires from the Department effective on or before December 31, 2016 will be provided the health plan benefits of this section, contributing a total of twelve and one half percent (12.5 %) of the health plan, for as long as the retiree, spouse and qualified dependents remain eligible for coverage.

The remaining provisions of Article XII, including the requirement that an employee must be part of the City's insurance program for a minimum of one (1) year immediately prior to his date of retirement in order to qualify for insurance at the time of retirement, remain as written.

8. Article XIV – Pensions shall be amended as follows:

a). Effective April, 1984, the Employer shall provide to all employees the Twenty Year Plan established in Section 384d, the Twenty-five Year Plan and the Fifty-five Year Plan established in Section 375, New York State Police and Fireman's Retirement System. The Employer shall take all necessary steps to provide to all then current employees in this unit the opportunity to join Section 384-e of the New York State Police and Fire Retirement System during the period from January 1, 1999 the ratification date of this agreement until December 31, 1999²⁰¹⁷ and upon initial hiring for all new employees. Nothing in this agreement relieves the parties of the obligation to seek and obtain necessary approvals.

b). Employees, including new hires, who receive the benefits of 384-e who did not have the benefit prior to January 1, 2016 will forgo one vacation day each year for ten years (10). After ten years, the employees covered by this paragraph will resume the same vacation allotment as other firefighters.

9. Article XVI Section 12 will be amended as follows:

Minimum Staffing

There will be seventeen (17) firefighters on duty every day. This section does not establish any minimum manning for the department as a whole, but instead only establishes minimum manning for each shift. This section is only effective during the term of the January 1, 2009 until December 31, 2010 Agreement, and shall expire on December 31, 2010 or upon ratification of a new collective bargaining agreement, whichever is later. Upon ratification of the January 1, 2016 – December 31, 2017 agreement, the minimum number of firefighters on duty every day shall be sixteen (16). The City does not intend to lay off firefighters during the life of the January 1, 2016 – December 31, 2017 agreement, and will only reduce the table of organization needed to reach 16 firefighters on duty each day through voluntary retirements and attrition. For the purpose of achieving said reductions, the parties hereby waive the requirements of Article XI of this agreement for new hires.

10. ARTICLE XV Section 1 shall be amended as follows:

Per Diem

A) Any member assigned to perform duties out of title in a rank higher than his permanent rank shall be compensated for such performance on a per diem basis which increase pay shall reflect the differential between the employee's regular pay and the pay which would be received in the higher position in accord with the provision of the City of Rome pay plan. A Firefighter replacing any Officer and a Lieutenant or Captain acting as Deputy Chief are considered out of title work. A Lieutenant replacing a Captain is not considered out of title work. Also, a Firefighter shall be paid a Lieutenant pay when working out of title even if he is replacing a Captain.

B) The Employer agrees to pay, in addition to other compensation, sixty one hundred dollars (\$60100.00) per day to two (2) EMT's assigned to Rescue #1.

11. Article XVI Section 16 shall be amended and Appendix B shall be added as follows:

207-a Policy

The parties agree to negotiate a mutually acceptable 207-a policy. Attached as Appendix B is the parties agreed upon procedure for application of General Municipal Law §207-a.

12. Article VIII Sick Leave will be amended to include the following:

If a member is on sick leave for a non-job related sickness or injury for a period of thirty (30) or more consecutive calendar days, but in the opinion of a medical professional is able to work modified/light duty consistent with the duties of a firefighter and their sickness or injury, the Commissioner of Public Safety or designee, may assign a disabled firefighter specified light duties, consistent with his/her status as a firefighter. The Commissioner of Public Safety or designee, prior to making a light duty assignment, shall advise the firefighter on sick leave that his/her ability to perform a light duty assignment is being reviewed, and may request that the firefighter provide an opinion from his physician regarding that firefighter's ability to perform light duty. A firefighter also has the right to apply for a light duty assignment based on his/her own medical professional's opinion that he/she is able to perform a light duty assignment. Such a firefighter may submit to the Commissioner of Public Safety or designee, any document or other evidence in regard to the extent of his/her disability. The Commissioner of Public Safety or designee may cause a medical examination or examinations of the firefighter, to be made by a physician of the City's choosing at the expense of the City. The City may also accept the opinion of the firefighter's personal Physician. The physician selected, the firefighter and his/her physician, shall be provided with the list of duties and activities associated with a proposed light duty assignment. The City's physician shall make an initial evaluation as to the ability of the disabled firefighter to perform certain duties or activities, given the nature and extent of the disability. If the firefighter's physician does not agree that the firefighter is medically able to perform the light duty assignment, he/she must express, in writing, those elements of the light duty assignment which the employee cannot perform and the specific medical reasons which preclude the firefighter from performing the duties. If there is a disagreement between the City's physician and the firefighter's physician as to the firefighter's fitness to perform one or more portions of the duties of the light duty assignment, those portions cannot be assigned until the dispute is resolved pursuant to the dispute resolution procedure contained in Section 10 of the parties' GML 207-a procedure. The Public Safety Commissioner shall have the right to assign

the firefighter on light duty under this section to a Monday through Friday administrative schedule consistent with employees assigned to City Hall.

In the event that a firefighter is found to be fit for light duty and refuses to accept the assignment, he/she may be subject to penalties including but not limited to discipline and/or discontinuation of paid sick leave.

It is understood that any assignment to light duty under this article is temporary and that an employee does not have any entitlement to an assignment or continued assignment to light duty.

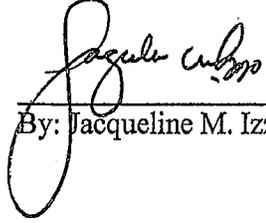
Nothing contained herein shall require the City to create light duty assignments.

13. Except as modified herein, all language and terms of the 2009-2010 Collective Bargaining Agreement as modified by the 2011-2015 Interest Arbitration Award and any other agreements between the parties shall continue unchanged and are incorporated herein by reference which shall include incorporating any previous Memoranda of Agreement and other clarifications addressing contract language as is appropriate and agreed to by the parties.

14. The parties will prepare a new comprehensive document incorporating these changes into the successor collective bargaining agreement.

Dated: 5/4/16

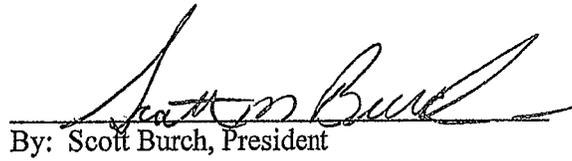
CITY OF ROME NEW YORK



By: Jacqueline M. Izzo, Mayor

Dated: 5/4/16

**ROME PROFESSIONAL FIREFIGHTERS
ASSOCIATION LOCAL 694, I.A.F.F., AFL-CIO**



By: Scott Burch, President

Appendix A

Salary Structure (2016-2017)

ROME FIRE DEPARTMENT
PAY RATES
JANUARY 1, 2017

	<u>ANNUAL</u>	<u>NEC</u>	<u>TEN DAY</u>	<u>HOURLY</u>	<u>HOURLY</u>	
<u>POSITION</u>	<u>SALARY</u>	<u>PAY</u>	<u>SALARY</u>	<u>RATE</u>	<u>OVERTIME</u>	
CHIEF						
ASS'T. D/C						
D/C	\$ 80,154.50	\$ 921.32	\$ 3,071.05	\$ 38.39	\$ 57.58	
	\$ -			Plus Longevity/2088		
CAPT.	\$ 74,280.40	\$ 853.80	\$ 2,845.99	\$ 35.57	\$ 53.36	
	\$ -			Plus Longevity/2088		
LT.	\$ 68,908.81	\$ 792.06	\$ 2,640.18	\$ 33.00	\$ 49.50	
	\$ -			Plus Longevity/2088		
FF/MECH	\$ 64,480.87	\$ 747.48	\$ 2,491.60	\$ 31.15	\$ 46.72	
	\$ -			Plus Longevity/2088		
FF TOP PAY	\$ 62,133.73	\$ 714.18	\$ 2,380.60	\$ 29.76	\$ 44.64	
	\$ -			Plus Longevity/2088		
FF 5TH YR	\$ 60,302.62	\$ 693.13	\$ 2,310.45	\$ 28.88	\$ 43.32	
	\$ -					
FF 4TH YR	\$ 57,115.88	\$ 656.50	\$ 2,188.35	\$ 27.35	\$ 41.03	
	\$ -					
FF 3RD YR	\$ 54,050.86	\$ 621.27	\$ 2,070.91	\$ 25.89	\$ 38.83	
	\$ -					
FF 2ND YR	\$ 50,237.79	\$ 577.45	\$ 1,924.82	\$ 24.06	\$ 36.09	
	\$ -					
FF 1ST YR	\$ 40,781.60	\$ 468.75	\$ 1,562.51	\$ 19.53	\$ 29.30	
FF/MECH Stipend IS		PLUS	\$550			
LONGEVITY	5 YEARS	\$ 725.00		EDUCATION	EMT	\$ 425.00
	10 YEARS	\$ 825.00			45 HRS	\$ 150.00
	15 YEARS	\$ 1,075.00			ASSOC.	\$ 250.00
	20 YEARS	\$ 1,200.00				
ACT/LT.	PER DAY	\$ 77.87				
ACT/D/C (CAPT)	PER DAY	\$ 67.52				
ACT/D/C (LT)	PER DAY	\$ 129.26				
EMT (RES 1)	DAY RATE		\$ 100.00	PER DAY		

APPENDIX "B"

General Municipal Law Section 207-a Procedure

Section 1: INTENT

This policy is intended to provide a procedure to regulate both the application for, the award of, the administration of, and the discontinuation of benefits under section 207-a of the General Municipal Law (hereafter referred to as "GML 207-a"). This policy is not intended to limit or eliminate any additional requirements or benefits regarding GML 207-a set forth in the statute or case law, or to modify any requirements set forth in the Rules and Regulations for the Bureau of Fire of the City of Rome to the extent that such Rules and/or Regulations are not inconsistent with this procedure.

Section 2: EMPLOYER

For the purpose of this procedure, the employer shall be referred to as the Public Safety Commissioner. Nothing in this procedure is intended to limit the right of the employer to designate a person other than the Public Safety Commissioner to receive applications or initially decide entitlement to benefits. In the event that someone other than the Public Safety Commissioner is designated to receive applications or render initial determinations, the employer will prominently notify the members and Firefighters' Union of the name of the individual who receives applications or renders initial decisions.

Section 3: NOTICE OF DISABILITY

(a) A member or anyone acting on his/her behalf, shall notify the Shift Commander as soon as possible, which, under normal circumstances, will be within 24 hours of any exposure, injury or reinjury or sickness claimed to have been incurred in the performance of his/her duties and which necessitates medical or other lawful remedial treatment; this initial notification must be in writing.

(b) A formal Application for GML 207-a benefits must be made within 72 hours using the annexed Application Form (Form 1). The failure to either timely report the injury/illness or complete a timely Application may be considered by the decision maker on any application as a reason to deny benefits.

(c) An Application shall be deemed "untimely" unless it is received by the Public Safety Commissioner's office within the 72 hour period. In the case of a claimed illness, the Application form must be filed within 72 hours of knowledge or claimed belief that the illness is causally related to the performance of duty. The Public Safety Commissioner or designee may, in his/her discretion, excuse the failure to file the application within the stated time period upon a showing of good cause.

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(d) The Application must include a statement from the applicant's treating physician, which may include the Fire Surgeon. Upon filing, the applicant will be given a copy of the Application stamped with the date of receipt.

(e) Notice of claimed disability must also be filed with the New York State Retirement System. Form 2 must be completed and submitted with the Application.

Section 4: APPLICATION REVIEW

(a) The Firefighter shall provide medical authorization, in the form of a Medical Release (attached Form 3), authorizing the Public Safety Commissioner or designee to obtain copies of those medical records related to the claim. In the event that a medical provider requires additional forms in order to release records to the Public Safety Commissioner, the Firefighter will execute any additional documents necessary.

(b) The Public Safety Commissioner or designee shall have the right to require the applicant to submit to one or more medical examinations as provided by law.

(c) In all circumstances, the Public Safety Commissioner or designee will provide the applicant with a copy of all medical reports he/she receives.

(d) All medical information received will remain confidential and shall not be used or released except for those purposes authorized by this Procedure, including any hearing under Section 10.

(e) The Public Safety Commissioner or designee shall have exclusive authority to initially determine the applicant's eligibility for benefits under GML 207-a. The Public Safety Commissioner or designee shall have the authority to conduct a full investigation of the facts concerning the Application (including but not limited to requiring the applicant to provide a more detailed statement of the events, gather witness statements and/or send the applicant for medical review). All parties will mutually exchange records and documents obtained or relied on during the investigation and initial determination process.

Section 5: STATUS PENDING DETERMINATION FOR ELIGIBILITY

(a) Pending the initial determination of an application, time off taken by the applicant after submission of said Application and alleged to be attributable to the injury or sickness which gave rise to the claim for GML 207-a benefits shall be charged to sick leave.

(b) In the event the employee is found to be eligible for GML 207-a benefits, the employee will have all used sick leave credits restored.

(c) In the event the employee is denied GML 207-a eligibility and either the employee does not appeal or after appealing the denial, the denial of benefits is upheld, the employer will make a determination as to the employee's eligibility to remain on sick leave if he/she is medically unable to perform the duties of his/her position. The employer reserves any

5-4-2016

and all rights it has to take further action, including but not limited to, assigning said employee to light duty as provided for in the collective bargaining agreement or exercising the rights afforded to the employer under the New York State Civil Service Law.

(d) A sick or injured firefighter who is medically capable of returning to work shall do so, even if a final determination regarding eligibility for 207-a benefits has not been made yet.

Section 6: BENEFIT DETERMINATION

(a) The Public Safety Commissioner or designee shall render a written decision on the Application for benefits as soon as practicable but in no event later than thirty (30) calendar days after receipt of all necessary information as indicated above. In the event that a written decision is not issued within thirty (30) calendar days, the applicant will be placed on administrative leave with pay pending receipt of the written decision.

(b) A copy of the decision shall be mailed to the applicant at the address specified in the Application.

(c) If the initial decision is that the applicant is eligible for GML 207-a benefits, then the applicant shall be so categorized and pursuant thereto any time off taken due to such injury or sickness (upon a showing of a causal connection to the original claim) shall be charged to GML 207-a leave. The member's GML 207-a benefits shall continue so long as the member remains eligible.

(d) The decision, if a denial, must set forth the basis for said denial.

(e) In the event the applicant is not satisfied with the decision and wishes to appeal the decision, an appeal may be taken pursuant to Section 10 of this procedure.

Section 7: RIGHT TO PERPETUAL REVIEW

(a) The Public Safety Commissioner or designee may periodically review cases of members receiving GML 207-a benefits for the purpose of determining whether the individual continues to be entitled to GML 207-a benefits. In furtherance thereof, he/she may take such action as is appropriate under the law or this Procedure including, but not limited to, taking additional statements and ordering additional medical exams.

(b) Any individual who is receiving benefits under GML 207-a continues to be subject to provisions set forth in the Department's Book of Rules and departmental orders concerning notification to the Department of the member's condition.

Section 8: TERMINATION OF BENEFITS

(a) Upon receipt of a certification from the Department Surgeon, or a physician-designee, that may include a physician designated through the Workers' Compensation process,

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that a member is able to perform the full duties of his/her position, the Public Safety Commissioner or designee shall notify the member of the termination of his GML 207-a benefit. The Public Safety Commissioner or designee shall cause service of a written notice of termination setting forth the effective date thereof and attaching a copy of the physician certification.

(b) The Public Safety Commissioner or designee may, in his/her discretion, accept the opinion of the employee's personal physician that an employee is able to return to full duty consistent with the City's standards, in which case there shall be no appeal of the termination of GML 207-a benefits.

(c) If the member disagrees with the termination of the GML 207-a benefits, he/she may serve upon the Public Safety Commissioner or his/her designated representative, within ten (10) calendar days after the receipt of the Public Safety Commissioner's or designee's notice, a written appeal for review of the decision to terminate benefits, specifying the basis for the appeal. If the basis for the appeal is that the member disagrees with the Department physician's determination, he/she will attach to his/her appeal a medical report supporting his/her position. If the appeal does not contain a medical report sustaining the member's contention, the initial determination to discontinue the benefits shall stand as of the date of that determination. The member, if unable to return to full duty, will be placed on sick leave status.

(d) Upon receipt of a timely written appeal of the Public Safety Commissioner or designee's decision to terminate GML 207-a benefits, the Public Safety Commissioner or his/her designee shall reexamine all information considered in connection with review of the member's GML 207-a status. The member may submit additional documents concerning his GML 207-a status to the Public Safety Commissioner or his designee. The Public Safety Commissioner or his/her designee may require the production of additional information concerning the member's GML 207-a status and/or may conduct an information conference with the member. The Public Safety Commissioner or his/her designee shall render a written decision on the appeal of the initial decision to terminate GML 207-a benefits no later than ten (10) calendar days after receipt of all necessary information required.

(e) In the event the applicant is not satisfied with the final decision at the Public Safety Commissioner or the Deputy Public Safety Commissioner's level and wishes to appeal the decision, an appeal may be taken pursuant to Section 10 of this procedure.

(f) GML 207-a benefits shall terminate upon the employee being retired pursuant to an accidental disability retirement or a performance of duty disability retirement as set forth in the Retirement and Social Security Law. Nothing herein shall preclude the continuation of GML 207-a.2 benefits, if appropriate, in accordance with prevailing case law.

Section 9: ASSIGNMENT TO LIGHT DUTY

(a) As authorized by the provisions of Subdivision 3 of Section 207-a, the Department, acting through the Commissioner of Public Safety or designee, may assign a

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disabled firefighter specified light duties, consistent with his/her status as a firefighter. The Commissioner of Public Safety or designee, prior to making a light duty assignment, shall advise the firefighter receiving benefits under GML 207-a that his/her ability to perform a light duty assignment is being reviewed. Such a firefighter may submit to the Commissioner of Public Safety or designee, any document or other evidence in regard to the extent of his/her disability. The Commissioner of Public Safety or designee, may cause a medical examination or examinations of the firefighter, to be made at the expense of the City. The physician selected, the firefighter and his/her physician, shall be provided with the list of duties and activities associated with a proposed light duty assignment. The City's physician shall make an initial evaluation as to the ability of the disabled firefighter to perform certain duties or activities, given the nature and extent of the disability. If the firefighter's physician does not agree that the firefighter is medically able to perform the light duty assignment, he/she must express, in writing, those elements of the light duty assignment which the employee cannot perform and the specific medical reasons which preclude the firefighter from performing the duties. If there is a disagreement between the City's physician and the firefighter's physician as to the firefighter's fitness to perform one or more portions of the duties of the light duty assignment, those portions cannot be assigned until the dispute is resolved pursuant to Section 10.

(b) If the member refuses an assignment to light duty and fails to provide medical documentation to support said refusal, GML 207-a benefits will cease.

(c) A member may appeal the cessation of benefits in accordance with this Procedure.

(d) It is understood that assignment to light duty is temporary and that a firefighter so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time.

(e) Nothing contained herein shall require the City to create light duty assignments. In the event that there is not enough light duty work to assign multiple injured members to the shift, the employer reserves the right to assign the work according to seniority and/or reassign members to other shifts where light duty work is available.

(f) The Public Safety Commissioner shall have the right to assign the firefighter on light duty under this section to a Monday through Friday administrative schedule consistent with employees assigned to City Hall.

Section 10: DISPUTE RESOLUTION PROCEDURE

(a) In the event that the decision maker denies an Application for Section 207-a benefits, seeks to discontinue Section 207-a benefits, there is a dispute about whether a firefighter is capable of performing a specific light duty assignment, or there is an issue with respect to outside employment, the matter will be submitted directly to arbitration pursuant to the rules of the Public Employment Relations Board. The Demand for Arbitration must be submitted within fifteen (15) business days of the date of the decision being challenged.

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(b) The determination of the arbitrator shall be final and binding on the City and the firefighter, but shall not preclude further review at a subsequent date based upon new or supplemental medical or other information.

(c) The cost of arbitration shall be borne equally by the City and the firefighter.

(d) In the case where an employee is appealing the denial of an award of 207-a benefits, either as a result of an initial injury or illness or the recurrence of an injury or illness the burden of proof shall be on the employee and will constitute a preponderance of the evidence. In the case where the City has made a determination that the employee is no longer eligible for a 207-a benefit or that the employee is eligible to work light duty, the burden of proof shall be on the City and shall be by a preponderance of the evidence.

(e) The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

Section 11: DISABILITY RETIREMENT

Consistent with Section 207-a, the City may file an application on the firefighter's behalf for retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick firefighter who is receiving 207-a benefits shall permit reasonable medical inspections in connection with such an application for accidental disability retirement or performance of duty disability retirement. Failure to cooperate will result in the termination of GML 207-a benefits.

Section 12: CONTINUATION OF CONTRACT BENEFITS

For the first six (6) months of leave pursuant to GML 207-a, a firefighter will continue to accrue all contract benefits. Beginning in the seventh (7th) month, the firefighter shall not accrue any contract benefits except for wages and applicable longevity. In the event that the firefighter is assigned to light duty (pursuant to Section 9, above), the firefighter will be entitled to all contractually negotiated fringe benefits with respect to holidays, clothing, vacation, sick leave, etc.

Section 13: OUTSIDE EMPLOYMENT

If, as a result of an investigation, the Commissioner of Public Safety or designee determines that a firefighter receiving benefits pursuant to GML 207-a has engaged in paid outside employment, the Commissioner of Public Safety or designee shall provide written notice of such determination. The notice shall specify in detail any and all reasons and the factual basis for those reasons for the determination. The firefighter may appeal the determination pursuant to Section 10 herein. The arbitrator shall have the authority to determine the amount of benefits to be reimbursed, if any, and direct the manner in which such reimbursement shall be made. The City, upon request, must be provided with a W-2 form or tax returns or other proof other than

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sworn statements by the firefighter. The firefighter may redact irrelevant information from the income tax information requested by the City, e.g., spousal income.

For the purposes of this section, outside employment shall include self-employment.

Section 14: HAZARDOUS EXPOSURE

A firefighter, who reasonably believes he/she may have been exposed to a health hazard, e.g., AIDS, Hepatitis-B, biological or chemical toxins, etc., as a result of the performance of his/her duties, may file a hazardous exposure incident form (*see* Form 4) at the time of the exposure. The exposure form will be maintained by the City in the firefighter's personnel file.

If a firefighter claims a job-related injury due to exposure to a health hazard, then he/she must comply with the Notice of Disability filing requirements of Section 3 as well as the other requirements of this procedure.

Section 15: REPRESENTATION

An applicant hereunder may have union and/or legal representation at any stage of this procedure.

Section 16: SEPARABILITY CLAUSE

In the event that any article, section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, section or portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any article, section or portion of this procedure, either party shall have the right immediately to reopen negotiations with respect to a substitute for such invalidated article, section or portion of this provision.

Section 17: EFFECTIVE DATE

This procedure shall take effect upon ratification by the parties and shall apply to any claim of entitlement to or use of GML 207-a benefits made after that date. In the event utilization of GML 207-a benefits after said date is based on an injury in the performance of duty or sickness as a result of the performance of duty which allegedly occurred prior to the ratification by the parties, the member shall comply with the terms of this agreement, within thirty (30) days of ratification of this agreement. Upon the filing of a claim pursuant to Section 4, the claim for utilization of GML 207-a based on a prior injury or illness shall be decided in accordance with the terms of this procedure. If there is a dispute as to the date of occurrence of this injury or sickness, the member shall have the burden of proof by a preponderance of the evidence that the injury in the performance of duty or sickness as a result of performance of duty occurred prior to the date of ratification by the parties.

Section 18: MUTUAL EXCHANGE OF RECORDS

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At all steps of this procedure the parties will mutually exchange all relevant documents, including all relevant medical records. Upon reasonable advance notice, the parties may be required to provide reasonably required medical updates.

FORM 1
City of Rome Fire Department
General Municipal Law Section 207-a
Application

1. _____
Name of firefighter

2. _____
Address

3. _____ 4. _____
Telephone number Age

5. _____
Name of supervisor

6. _____
Current job title

7. _____
Occupation at time of injury/illness

8. _____
Length of employment

9. _____ 10. _____ 11. _____
Date of Incident Day of Week Time

12.a. _____
Name of witness(es)

b. _____

c. _____

13. Describe what the firefighter was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary). _____

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14. Where did the incident occur? Specify. _____

15. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.) _____

16. When was the incident first reported? _____

To whom? _____ Time _____

Witness (if any) _____

17. Was first aid or medical treatment authorized? _____

By whom? _____ Time _____

18. Name and address of attending physician _____

19. Name of hospital _____

20. State nature of injury and part or parts of body affected _____

21. Will the officer be returning to duty? _____

When? _____

Date of report

_____, New York _____

Signature of injured officer

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FORM 2

New York State Policemen's &
Firemen's Retirement System
Governor Smith State Office Building
Albany, New York 12244

To: The Comptroller of the State of New York

In compliance with Section 363 and Section 363-c of the Retirement Law instructing me to notify your department of any and all injuries sustained in the line of duty as a member of the City of Rome Fire Department, I hereby submit the following report:

Name of injured Firefighter

Registration Number

Address

Date of incident

Time of incident

Description of injury

Medical care required

Remarks

Signature of Firefighter

Witness to injury

Date

FORM 3
City of Rome
Release of Confidential Medical Information

I do hereby authorize any physician, nurse, or other health care provider who has attended, examined or treated me, or any hospital at which I have been examined or treated, to furnish the City of Rome, New York, or its duly authorized representative, with any and all medical and billing information which may be requested regarding my injury of _____ (insert date) and treatment rendered for injury/illness to _____ [body part/condition] _____.

Signature of Firefighter

Printed name of Firefighter

Date

*This release is given upon the condition that any records provided pursuant to this medical release will be provided simultaneously to the firefighter. Any cost for these copies will be paid by the City of Rome, New York.

CONFIDENTIALITY:

The medical records released are to be used solely by the City to carry out its obligations under Section 207-a of the General Municipal Law, administering the contractual 207-a procedures, or where the release is authorized or required by law. For 207-a purposes they may only be accessed by the attorney for the City of Rome, New York, the Commissioner of Public Safety, his Deputy or designee, and their designated medical experts or to others authorized by the attorney for the City for the purpose of presenting evidence at 207-a hearings. If release of these records to others are authorized or required by law, the City will provide written notification to the firefighter listing the records released and to whom the records were released. Access without the firefighter's consent by any other individuals will be considered a breach of the City's contractual obligation to keep these records confidential.

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FORM 4
City of Rome (RFD)
Report of Exposure*

Name:

Position/Rank:

Date of claimed exposure:

Substance to which the firefighter claims to have been exposed:

Place (address) where claimed exposure took place:

Name of witnesses to exposure:

Was the exposure investigated?

By whom:

Date

Signature of Firefighter

Date

Signature of Firefighter

*This form is to be used by a firefighter to report a claimed exposure to hazardous substances. A copy of this report will be placed in the firefighter's personnel file.

Contract: Rome Firefighters

RESOLUTION NO. 122

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AMENDMENT NO. 2 WITH O'BRIEN & GERE ENGINEERS, INC. RELATIVE TO THE MARTIN STREET/STANWIX HEIGHTS SEWER EXTENSION PROJECT

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 214 adopted July 24, 2014, authorized the awarding of a contract to O'Brien and Gere Engineers, Inc., of Utica, New York, for engineering services and related work associated with the Martin Street/Stanwix Heights sewer extension project, at a total contract amount of One Hundred Fifty One Thousand Seven Hundred and 00/100 Dollars (\$151,700.00); and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 175 adopted July 23, 2015, authorized the awarding of Amendment No. 1, for additional services relative to the above referenced project, in an amount not to exceed \$18,900.00; and

WHEREAS, it has been recommended by Frederick Schmidt, Commissioner of Public Works for the City of Rome, that O'Brien and Gere Engineers, Inc., of Utica, New York be awarded Amendment No. 2 for additional services relative to the above referenced project, in an amount not to exceed \$6,400.00; now, therefore,

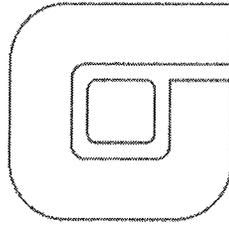
BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to O'Brien & Gere Engineers, Inc., of Utica, New York, pursuant to Resolution No. 214 adopted July 24, 2014, be and is hereby amended, whereby Amendment No. 2 is hereby awarded, to modify the contract to allow for additional work to be done, which will increase the total project cost by an amount not to exceed \$6,400.00, pursuant to the attached proposed amendment, which by this reference is made a part of this Resolution, and

BE IT FURTHER RESOLVED, that the total amount of Amendment No. 2 as described hereinabove shall be in a total amount of \$6,400.00, per the attached documentation, increasing the total contract price to \$177,000.00.

Seconded by _____.

AYES & NAYS: Mayor Izzo _____ Viscelli _____ Feeney _____
Schmidt _____ Nolan _____

ADOPTED: DEFEATED:



December 1, 2015

Mr. Frank Tallarino, PE, Commissioner

Department of Public Works

City of Rome

198 N. Washington Street

Rome, NY 13440

RE: Proposal for Additional Engineering Services (Addendum No. 2) – Martin Street Sewer Extension

FILE: 280/52310

Dear **Mr. Tallarino**:

O'Brien & Gere Engineers, Inc. (OBG) is pleased to provide this proposal to the City of Rome (City) for additional engineering services related to the Martin Street Sanitary Sewer Extension project.

To facilitate your review, this proposal is organized as follows:

- Background
- Scope of Services
- Schedule
- Fees and Terms

BACKGROUND

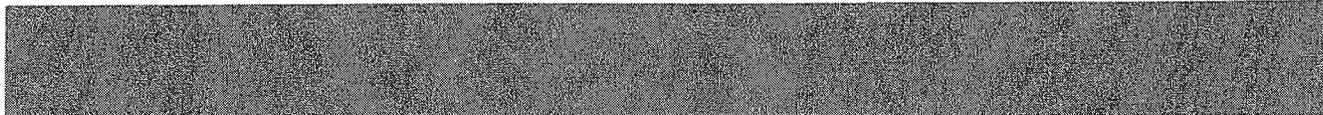
OBG is currently performing final design of the Martin Street Sewer Extension project. Based on the proposed layout, portions of the sanitary sewer are deeper than the preliminary sanitary sewer layout. As such it is recommended that 5 additional boring logs be obtained to an increased depth to provide additional subsurface information to prospective bidders. OBG is currently coordinating with geotechnical firm to provide these services.

SCOPE OF SERVICES

The following represents the additional scope of services OBG will perform:

- Subcontract surveying services to Parratt-Wolf, Inc. to obtain subsurface information at 5 locations along the proposed sanitary sewer alignment consistent with subsurface information previously obtained for the project. Parratt Wolf will also complete the following services:
 - » Drill 5 borings too approximately 25-ft with standard sampling from 0-10-ft and continuous sampling from 10-ft to 25-ft.





- » Contact the Dig Safely New York to clear underground facilities at the locations prior to initiating the drilling activities.
- » Prepare a field report summarizing the soil boring information.
- Mark the soil boring locations in the field prior to Parratt Wolf notifying Dig Safely New York.
- Meet with Parratt Wolf to review the locations prior to performing work.
- Review soil information and determine if design changes should be incorporated into the Contract Documents.

SCHEDULE

OBG is prepared to initiate the above-described services immediately upon receipt of written authorization to proceed. Parratt Wolf has indicated the soil borings can be completed within approximately 3 weeks following issuance of an amended agreement.

FEE AND TERMS

OBG proposes to perform the above described services for a lump sum amount, as summarized below:

LUMP SUM PAYMENT ITEMS:

■ Task 10 – Additional Subsurface Investigation	
» OBG	\$1,900
» Parratt-Wolf, Inc.	<u>\$4,100</u>
Total, Lump Sum:	\$6,000

Work is to be performed in accordance with our agreement dated October 28, 2014 and Addendum dated September 1, 2015 with the City. Additional services which are beyond the proposed scope of services will be considered additional work, and will require additional compensation.

We are available to begin work immediately upon authorization. Should you have any questions regarding this proposal or care to revise its contents, please do not hesitate to contact our Project Manager, Stephen Snell, PE at your convenience. If you agree with this proposal, please execute an amended agreement and return one copy to us. We appreciate the opportunity to continue working for the City of Rome on this project.

Very truly yours,
O'BRIEN & GERE ENGINEERS, INC.

Jennifer L. Olivo, PE
Vice President
cc: Stephen R. Snell, PE, CPESC - OBG

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