



THE CITY RECORD

Official Journal of The City of New York

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THE CITY RECORD

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

BOROUGH PRESIDENT - BROOKLYN

■ PUBLIC HEARINGS

Uniform Land Use Review Procedure Public Hearing

NOTICE IS HEREBY GIVEN that, pursuant to Section 201 of the New York City Charter, the Brooklyn Borough President will hold a remote ULURP public hearing on the matters listed below, commencing at 6:00 P.M., on Tuesday, June 14, 2022.



Please note that this remote hearing will be recorded for public transparency.

For further information on accessibility or to make a request for accommodations, such as sign language interpretation services, please contact Stephanie Guzman, at stephanie.guzman@brooklynbp.nyc.gov, at least five (5) business days in advance to ensure availability.

The hearing will be conducted through the Webex video conferencing system.

Members of the public may join and testify using the following information:

Event Address:
<https://nycbp.webex.com/nycbp/j.php?MTID=m7729b878d8976f3ead53c1f963ccd6f3>

Event Number: 2334 293 5511
Event Password: BBUH

Those wishing to call in without video, may do so, using the following information:

Audio Conference: +1-408-418-9388
Access Code: 2334 293 5511

To testify, members of the public joining through the Webex video conferencing chat system shall write their name in that system's chat box and note the item on which they wish to testify. For members of the public joining by telephone, when prompted by the Facilitator, please state your name and agenda item on which you wish to testify. Testimony is limited to **2 minutes**, unless extended by the Chair.

Written public testimony is welcome and encouraged. Comments will be considered after the public hearing on each item listed below. Written comments or statements must be submitted to the Brooklyn Borough President, at the email address, testimony@brooklynbp.nyc.gov, no later than Wednesday, June 22, 2022, at 5:00 P.M.

The following agenda items will be heard:

1. 2080 McDonald Avenue Rezoning (210174 ZMK, 210175 ZRK)
 An application by the Jackson Group, pursuant to Section 197-c and 201 of the New York City Charter affecting four lots on the north and south side of Avenue S between Lake Street and McDonald Avenue in Brooklyn Community District 11 (CD 11). The applicant seeks a zoning map amendment to change the project area from M1-1 and R5B districts to C4-4L, and a zoning text amendment to establish a coterminous Mandatory Inclusionary Housing (MIH) area. These actions would enable an eight-story mixed-use building with 18,783 square feet (sf) of commercial space, a 3,953-sf childcare facility, and 66 apartments. Approximately 16 units would be affordable to households earning, on average 60 percent AMI, pursuant to MIH Option 1. The development would also provide 67 accessory off-street residential parking spaces.

2. Ninth Street Rezoning (210348 ZMK, 210349 ZRK, 210350 ZSK)
 An application by the Angelina Gatto Trust, pursuant to Section 197-c and 201 of the New York City Charter affecting 16 lots on the north side of Ninth Street between 2nd and 3rd avenues in Brooklyn Community District 6 (CD 6). The applicant seeks a zoning map amendment to change the project area from M2-1 to M1-4/R7A, a zoning text amendment to establish a coterminous MIH area, and a special permit to waive the required off-street residential parking. These actions would enable a nine-story, mixed-use building with 8,000 sf of ground-floor commercial space and 48 units of which approximately 13 would be affordable, pursuant to MIH Option 1.

Accessibility questions: Stephanie Guzman, stephanie.guzman@brooklynbp.nyc.gov, by: Tuesday, June 7, 2022, 5:00 P.M.



j1-14

CITY COUNCIL

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Council has scheduled the following public hearing on the matter indicated below:

The Subcommittee on Zoning and Franchises will hold a public hearing, accessible remotely, on the following matters commencing at 11:30 A.M., on June 14, 2022. The hearing will be live-streamed on the Council's website, at <https://council.nyc.gov/live/>. Please visit <https://council.nyc.gov/land-use/>, in advance for information about how to testify and how to submit written testimony.

41 SUMMIT STREET REZONING C 200317 ZMK
BROOKLYN CB - 6

Application submitted by 41 Summit Street, LLC, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment to the Zoning Map, Section No. 16a, changing from an M1-1 District to an R6B District property bounded by a line midway between Carroll Street and Summit Street, a line 350 feet northwesterly of Columbia Street, Summit Street, and a line 380 feet northwesterly of Columbia Street, as shown on a diagram (for illustrative purposes only) dated January 18, 2022, and subject to the conditions of CEQR Declaration E-658.

77-39 VLEIGH PLACE REZONING C 210128 ZMQ
QUEENS CB - 8

Application submitted by VP Capital Holdings LLC, pursuant to Sections 197-c and 201 of the New York City Charter for the amendment of the Zoning Map, Section No. 14c:

- a. eliminating from within an existing R3-2 District a C1-2 District bounded by 77th Road, a line 150 feet easterly of Vleigh Place, 78th Avenue, and Vleigh Place;
- b. changing from an R3-2 District to an R6A District property bounded by 77th Road, a line 400 feet southwesterly of Main Street, 78th Avenue, and Vleigh Place; and
- c. establish within the proposed R6A District a C2-3 District bounded by 77th Road, a line 400 feet southwesterly of Main Street, 78th Avenue, and Vleigh Place;

as shown on a diagram (for illustrative purposes only) dated January 18, 2022, and subject to the conditions of CEQR Declaration E-657.

77-39 VLEIGH PLACE REZONING N 210129 ZRQ
QUEENS CB - 8

Application submitted by VP Capital Holdings LLC, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying Appendix F for the purpose of establishing a Mandatory Inclusionary Housing area.

Matter underlined is new, to be added;
 Matter ~~struck out~~ is to be deleted;
 Matter within # # is defined in Section 12-10;

* * * indicates where unchanged text appears in the Zoning Resolution.

* * *

APPENDIX F
Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas

* * *

QUEENS

* * *

Queens Community District 8

* * *

Map 1 – [date of adoption]



■ Mandatory Inclusionary Housing Area see Section 23-154(d)(3)

Area 1 — [date of adoption] — MIH Program Option 1 and Option 2

Portion of Community District 8, Queens

11TH STREET AND 34TH AVENUE REZONING C 210234 ZMQ
QUEENS CB - 1

Application submitted by JPP 33rd Street LLC and Lily & John Realty Inc., pursuant to Sections 197-c and 201 of the New York City Charter for the amendment of the Zoning Map, Section No. 9a;

- 1. changing from an R5 District to an M1-5 / R6A District property bounded by 33rd Road, 12th Street, 34th Avenue, and 11th Street; and
- 2. establishing a Special Mixed Use District (MX-23) bounded by 33rd Road, 12th Street, 34th Avenue, and 11th Street,

as shown on a diagram (for illustrative purposes only) dated February 14, 2022, and subject to the conditions of CEQR Declaration E-661.

11TH STREET AND 34TH AVENUE REZONING N 210235 ZRQ
QUEENS CB - 1

Application submitted by JPP 33rd Street LLC and Lily & John Realty Inc., pursuant to Section 201 of the New York City Charter for an amendment to the Zoning Resolution of the City of New York, modifying provisions of Article XII, Chapter 3 (Special Mixed Use District) and APPENDIX F for the purpose of establishing a Mandatory Inclusionary Housing area.

The proposed text amendment may be seen in the City Planning Calendar of April 27, 2022 (Cal. No. 5) and the Department of City Planning web site: (www.nyc.gov/planning).

WETHEROLE STREET AND 67TH AVENUE REZONING C 210375 ZMQ
QUEENS CB - 6

Application submitted by Novel Medicine, P.C., pursuant to Sections 197-c and 201 of the New York City Charter for the amendment of the Zoning Map, Section No. 14a, changing from an R4B District to an R6A District property bounded by a line 100 feet northeasterly of Wetherole Street, 67th Avenue, Wetherole Street, and a line 175 feet northwesterly of 67th Avenue, as shown on a diagram (for illustrative purposes only) dated January 31, 2022, and subject to the conditions of CEQR Declaration E-649.

WETHEROLE STREET AND 67TH AVENUE REZONING N 210376 ZRQ
QUEENS CB - 6

Application submitted by Novel Medicine, P.C., pursuant to Section 201 of the New York City Charter, for an amendment of the

Zoning Resolution of the City of New York, modifying APPENDIX F for the purpose of establishing a Mandatory Inclusionary Housing area.

Matter underlined is new, to be added; Matter struck out is to be deleted; Matter within # # is defined in Section 12-10; * * * indicates where unchanged text appears in the Zoning Resolution.

* * *

APPENDIX F Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas

* * *

QUEENS

* * *

Queens Community District 6

* * *

Map 5- [date of adoption]



Mandatory Inclusionary Housing Area see Section 23-154(d)(3) Area # - [date of adoption] - MIH Program Option 1 and Option 2

Portion of Community District 6, Queens

For questions about accessibility and requests for additional accommodations, please contact swerts@council.nyc.gov, or nbenjamin@council.nyc.gov, or (212) 788-6936, at least three (3) business days before the hearing.

Accessibility questions: Kaitlin Greer, kgreer@council.nyc.gov, by: Thursday, June 9, 2022, 3:00 P.M.



j8-14

NOTICE IS HEREBY GIVEN THAT the Council has scheduled the following public hearing on the matter indicated below:

The Subcommittee on Landmarks, Public Sitings, and Dispositions will hold a public hearing, accessible remotely, commencing at 10:00 A.M., on June 14, 2022. The hearing will be live-streamed on the Council's website, at https://council.nyc.gov/live/. Please visit https://council.nyc.gov/land-use/, in advance for information about how to testify and how to submit written testimony.

THE LIRIO - 806 9TH AVENUE MANHATTAN CB - 4 C 220220 ZMM

Application submitted by the Department of Housing Preservation & Development, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 8c:

- 1. eliminating from within an existing R8 District a C1-5 District bounded by West 54th Street, a line 150 feet easterly of Ninth Avenue, a line midway between West 54th Street and West 53rd Street, a line 150 feet westerly of Eighth Avenue, West 53rd Street, a line 250 feet easterly of Ninth Avenue, a line 55 feet northerly of West 53rd Street, and Ninth Avenue; and
2. changing from an R8 District to a C6-2 District property bounded by West 54th Street, a line 150 feet westerly of Eighth Avenue, West 53rd Street, a line 250 feet easterly of Ninth Avenue, a line 55 feet northerly of West 53rd Street, and Ninth Avenue;

as shown on a diagram (for illustrative purposes only) dated January 3, 2022.

THE LIRIO - 806 9TH AVENUE MANHATTAN CB - 4 N 220219 ZRM

Application submitted by the Department of Housing Preservation & Development, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying a special permit provision of Article IX, Chapter 6 (Special Clinton District).

The proposed text amendment may be seen in the City Planning Calendar of April 13, 2022 (Cal. No. 2) and the Department of City Planning web site: (www.nyc.gov/planning).

For questions about accessibility and requests for additional accommodations, please contact swerts@council.nyc.gov, or nbenjamin@council.nyc.gov, or (212) 788-6936 at least three (3) business days before the hearing.

Accessibility questions: Kaitlin Greer, kgreer@council.nyc.gov, by: Thursday, June 9, 2022, 3:00 P.M.



j8-14

CITY PLANNING COMMISSION

PUBLIC HEARINGS

The City Planning Commission will hold a remote public hearing, via the teleconferencing application Zoom, at 10:00 A.M. Eastern Daylight Time, on Wednesday, June 29, 2022, regarding the calendar items listed below.

The meeting will be live streamed through Department of City Planning's (DCP's) website and accessible from the following webpage, which contains specific instructions on how to observe and participate, as well as materials relating to the meeting: https://www1.nyc.gov/site/nycengage/events/city-planning-commission-public-meeting/371025/1.

Members of the public should observe the meeting through DCP's website. Testimony can be provided verbally by joining the meeting using either Zoom or by calling the following number and entering the information listed below:

- 877 853 5247 US Toll-free
888 788 0099 US Toll-free
253 215 8782 US Toll Number
213 338 8477 US Toll Number
Meeting ID: 618 237 7396
[Press # to skip the Participation ID]
Password: 1

To provide verbal testimony via Zoom, please follow the instructions available through the above webpage (link above).

Written comments will also be accepted until 11:59 P.M., one week before the date of vote. Please use the CPC Comments form that is accessible through the above webpage.

Please inform the Department of City Planning if you need a reasonable accommodation, such as a sign language interpreter, in order to participate in the meeting. The submission of testimony, verbal or written, in a language other than English, will be accepted, and real time interpretation services will be provided based on available resources. Requests for a reasonable accommodation or foreign language assistance during the meeting should be emailed, to [AccessibilityInfo@planning.nyc.gov], or made by calling [212-720-3508]. Requests must be submitted, at least five business days before the meeting.

BOROUGH OF THE BRONX Nos. 1 & 2 BRUCKNER SITES REZONING No.1

CD 10 IN THE MATTER OF an application submitted by Throggs Neck Associates LLC, pursuant to Sections 197-c and 201 of the New York City Charter for the amendment of the Zoning Map, Section No. 4b:

- 1. eliminating from within an existing R4-1 District a C1-2 District bounded by a southerly boundary line of St. Raymonds Cemetery and its easterly prolongation, East Tremont Avenue, Bruckner Expressway, and a line 100 feet easterly of Revere Avenue;
2. eliminating from within an existing R4A District a C1-2 District bounded by Meyers Street, Edison Avenue, a line 150

feet northwesterly of Bruckner Boulevard, Crosby Avenue, Bruckner Expressway, and East Tremont Avenue;

- 3. eliminating from within an existing R4A District, a C2-2 District bounded by a line 175 feet northwesterly of Bruckner Boulevard, a line 100 feet northeasterly of East Tremont Avenue, Meyers Street, and East Tremont Avenue;
- 4. changing from an R4-1 District to an R5B District property bounded by a line 100 feet southerly of Gifford Avenue, the northwesterly centerline prolongation of Brinsmade Avenue, Bruckner Boulevard (southeasterly portion), and a line 100 feet easterly of Balcom Avenue and its southerly prolongation;
- 5. changing from an R4-1 District to an R6A District property bounded by a southerly boundary line of St. Raymonds Cemetery and its easterly prolongation, East Tremont Avenue, Bruckner Expressway, and Revere Avenue;
- 6. changing from an R4A District to an R6A District property bounded by a line 175 feet northwesterly of Bruckner Boulevard, Edison Avenue, a line 150 feet northwesterly of Bruckner Boulevard, a line 160 feet southwesterly of Crosby Avenue, a line 250 feet northwesterly of Bruckner Boulevard, Crosby Avenue, Bruckner Expressway, and East Tremont Avenue;
- 7. establishing within the proposed R5B District a C2-4 District bounded by a line 100 feet southerly of Gifford Avenue, the northwesterly centerline prolongation of Brinsmade Avenue, Bruckner Expressway, and a line 100 feet easterly of Balcom Avenue and its southerly prolongation; and
- 8. establishing within the proposed R6A District a C2-4 District bounded by a southerly boundary line of St. Raymonds Cemetery and its easterly prolongation, East Tremont Avenue, a line 175 feet northwesterly of Bruckner Boulevard, Edison Avenue, a line 150 feet northwesterly of Bruckner Boulevard, a line 160 feet southwesterly of Crosby Avenue, a line 250 feet northwesterly of Bruckner Boulevard, Crosby Avenue, Bruckner Expressway, and Revere Avenue;

as shown on a diagram (for illustrative purposes only), dated March 28, 2022, and subject to the conditions of CEQR Declaration E-669.

No. 2

CD 10 **N 220008 ZRX**
IN THE MATTER OF an application submitted by Throggs Neck Associates LLC, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying APPENDIX F, for the purpose of establishing a Mandatory Inclusionary Housing area.

Matter underlined is new, to be added;
Matter ~~struck out~~ is to be deleted;
Matter within # # is defined in Section 12-10;
* * * indicates where unchanged text appears in the Zoning Resolution.

* * *

APPENDIX F
Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas

* * *

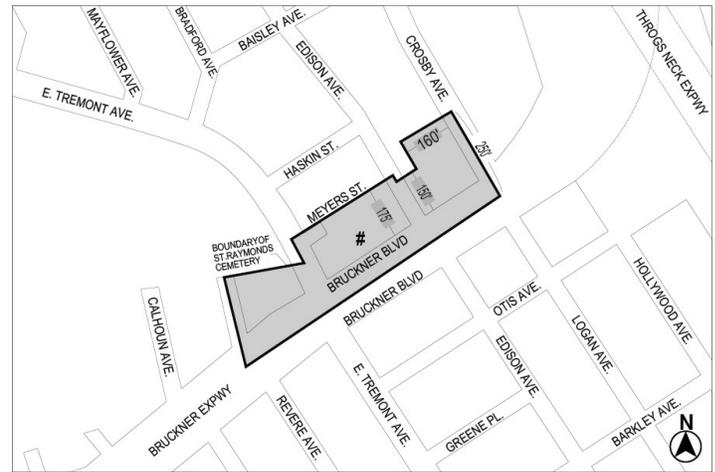
THE BRONX

* * *

The Bronx Community District 10

Map 1 – [date of adoption]

[PROPOSED MAP]



█ Mandatory Inclusionary Housing Program Area see Section 23-154(d)(3)

Area # — [date of adoption] MIH Program Option 1 and Option 2

Portion of Community District 10, The Bronx

BOROUGH OF BROOKLYN

No. 3

1 WILLOUGHBY SQUARE – OCA OFFICE SPACE

CD 2 **N 220389 PXX**
IN THE MATTER OF a Notice of Intent to acquire office space submitted by the Department of Citywide Administrative Services and the Office of Court Administration, pursuant to Section 195 of the New York City Charter, for use of property, located at 1 Willoughby Square (Block 146, p/o Lot 43), for Office of Court Administration Offices.

BOROUGH OF QUEENS

No. 4

QUEENS DA OFFICE SPACE AT 80-02 KEW GARDENS ROAD
CD 9 **N 220394 PXX**
IN THE MATTER OF a Notice of Intent to acquire office space submitted by the Department of Citywide Administrative Services and the Queens County District Attorney's Office, pursuant to Section 195 of the New York City Charter, for use of property, located at 80-02 Kew Gardens Road (Block 3348, p/o Lot 37) Queens County District Attorney's Offices.

No. 5

LAW DEPT. OFFICE SPACE AT 162-10 JAMAICA AVENUE
CD 12 **N 220395 PXX**
IN THE MATTER OF a Notice of Intent to acquire office space submitted by the Department of Citywide Administrative Services and the New York City Law Department, pursuant to Section 195 of the New York City Charter, for use of property, located at 162-10 Jamaica Avenue (Block 10102, p/o Lot 4) New York City Law Department Offices.

Sara Avila, Calendar Officer
City Planning Commission
120 Broadway, 31st Floor, New York, NY 10271
Telephone (212) 720-3366

Accessibility questions: (212) 720-3508, AccessibilityInfo@planning.nyc.gov, by: Friday, June 24, 2022, 5:00 P.M.



• j14-29

BOARD OF CORRECTION

■ MEETING

The New York City Board of Correction, will hold a public meeting on Tuesday, June 14, 2022, at 9:00 A.M. The Board will discuss issues impacting the New York City jail system. To be determined based on public health guidance.

More information is available on the Board's website-

https://nycboc.webex.com/webappng/sites/nycboc/meeting/register/e09e23268df34422985b59de943ed778?ticket=4832534b00000005b1d5e985c930b83e8c1e678e2e45e20e00880dda07c9c8e21b0007eab8ed9e83&time_stamp=165453396932&locale=en_US

BOARD OF EDUCATION RETIREMENT SYSTEM

■ MEETING

Our next Audit Committee Meeting will be held virtually via Webex, on Tuesday, June 14, 2022, from 2:00 P.M. - 3:30 P.M. If you would like to attend this meeting, please reach out to Iyekeze Ezeffili, at iezeffili@bers.nyc.gov.

j6-14

Our next Executive Committee Meeting, will be held in-person at our 55 Water Street Office location, on Thursday, June 16, 2022, from 1:00 P.M. - 3:00 P.M. If you would like to attend this meeting, please reach out to Antonio Rodriguez, at Arodriguez254@bers.nyc.gov.

j8-16

The Board of Education Retirement System Board of Trustees Meeting, will be held on Tuesday, June 21, 2022, from 4:00 P.M. - 6:00 P.M., via Webex. If you would like to attend this meeting, please contact BERS Executive Director, Sanford Rich, at Srich4@bers.nyc.gov.

j13-21

HOUSING AUTHORITY

■ MEETING

CORRECTED NOTICE

The next Audit & Finance Committee Meeting of the New York City Housing Authority is scheduled for Thursday, June 16, 2022, at 10:00 A.M., in the Ceremonial Room, on the 5th Floor, of 90 Church Street, New York, NY (unless otherwise noted). Copies of the Agenda will be available on NYCHA's Website, or may be picked up at the Department of Internal Audit and Assessment, at 90 Church Street, 9th Floor, New York, NY, no earlier than twenty-four (24) hours before the upcoming Audit & Finance Committee Meeting. Copies of the draft Minutes are available on this web page or can be picked up at the Department of Internal Audit and Assessment, no earlier than 3:00 P.M., on Thursday, two weeks after the Audit & Finance Committee Meeting.

Any changes to the schedule will be posted here and on NYCHA's website, at <https://www1.nyc.gov/site/nycha/about/audit-committee-meetings.page>, to the extent practicable at a reasonable time before the meeting.

The meeting will be streamed live on YouTube Channel and on NYCHA's Website, at <https://www1.nyc.gov/site/nycha/about/audit-committee-meetings.page> for public access.

The meeting is open to the public. For those wishing to provide public comment, pre-registration is required, via email, to audit@nychanyc.gov, or by contacting, (212) 306-3780, no later than 2:00 P.M., on the day prior to the Audit Committee Meeting. When pre-registering, please provide your name, development or organization name, contact information, email address and item you wish to comment on. You will then be contacted with instructions for providing comment. Comments are limited to the items on the Agenda.

Speaking time will be limited to three minutes. Speakers will provide comment in the order in which the requests to comment are received. The public comment period will conclude upon all speakers being heard or at the expiration of 30 minutes allotted for public comment, whichever occurs first.

Any person requiring a reasonable accommodation in order to participate in the Audit & Finance Committee Meeting, should contact the Department of Internal Audit and Assessment, by phone at (212) 306-3780, or by email, at audit@nychanyc.gov, no later than Thursday, June 9, 2022, at 4:00 P.M.

For additional information regarding the Audit & Finance Committee Meeting, please visit NYCHA's Website, contact by phone, at (212) 306-3780 or by email, at audit@nychanyc.gov.

Accessibility questions: Internal Audit, (212) 306-3780, audit@nychanyc.gov, by: Thursday, June 9, 2022, 4:00 P.M.



m25-j16

The next Board Meeting of the New York City Housing Authority, is scheduled, for Wednesday, June 15, 2022 at 10:00 A.M., in the Ceremonial Room, on the 5th Floor of 90 Church Street, New York, NY (unless otherwise noted). Copies of the Calendar will be available on

NYCHA's Website, or may be picked up, at the Office of the Corporate Secretary, at 90 Church Street, 5th Floor, New York, NY, no earlier than 24 hours before the upcoming Board Meeting. Copies of the Minutes will also be available on NYCHA's Website, or may be picked up, at the Office of the Corporate Secretary, no earlier than 3:00 P.M., on the Thursday following the Board Meeting.

Any changes to the schedule, will be posted here, and on NYCHA's Website, at <https://www1.nyc.gov/site/nycha/about/board-meetings.page>, to the extent practicable, at a reasonable time before the meeting.

The meeting is open to the public. Pre-Registration, at least 45 minutes before the scheduled Board Meeting, is required by all speakers. Comments are limited to the items on the Calendar. Speaking time will be limited to three minutes. The public comment period will conclude upon all speakers being heard or at the expiration of 30 minutes allotted by law for public comment, whichever occurs first.

The meeting will be streamed live on NYCHA's YouTube Channel, at <https://www.youtube.com/c/nycha>, and NYCHA's Website, at <https://www1.nyc.gov/site/nycha/about/board-meetings.page>.

For additional information, please visit NYCHA's Website, or contact (212) 306-6088.

m13-j15

OFFICE OF LABOR RELATIONS

■ MEETING

The New York City Deferred Compensation Board, will hold its next Deferred Compensation Board Hardship meeting, on Thursday, June 16, 2022, at 3:00 P.M. The meeting will be held, at 22 Cortlandt Street, 15th Floor, New York, NY 10007.

j9-16

LANDMARKS PRESERVATION COMMISSION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Title 25, Chapter 3 of the Administrative Code of the City of New York (Sections 25-303, 25-307, 25-308, 25-309, 25-313, 25-318, 25-320) on Tuesday, June 14, 2022, the Landmarks Preservation Commission (LPC or agency) will hold a public hearing by teleconference with respect to the properties list below, and then followed by a public meeting.

The final order and estimated times for each application will be posted on the Landmarks Preservation Commission website, the Friday before the hearing. Please note that the order and estimated times are subject to change. The teleconference will be by the Zoom app, and will be live-streamed on the LPC's YouTube channel, www.youtube.com/nyclpc. Members of the public should observe the meeting on the YouTube channel and may testify on particular matters by joining the meeting using either the Zoom app, or by calling in from any phone. Specific instructions on how to observe and testify, including the meeting ID and password, and the call-in number, will be posted on the agency's website, under the "Hearings" tab, <https://www1.nyc.gov/site/lpc/hearings/hearings.page>, on the Monday before the public hearing. Any person requiring language assistance services or other reasonable accommodation in order to participate in the hearing or attend the meeting should contact the LPC by contacting Sonia Guior, Community and Intergovernmental Affairs Coordinator, at SGuior@lpc.nyc.gov, at least five (5) business days before the hearing or meeting. Please note: Due to the City's response to COVID-19, this public hearing and meeting is subject to change and/or cancellation.

34-41 83rd Street - Jackson Heights Historic District
LPC-22-04320 - Block 1444 - Lot 48 - Zoning: R5
CERTIFICATE OF APPROPRIATENESS

An Anglo-American Garden Home style house, designed by Pierce L. Kiesewetter and built in 1928-29. Application is to legalize the installation of a fence without Landmarks Preservation Commission permit(s).

237 Hollywood Avenue - Douglaston Historic District
LPC-22-07586 - Block 8046 - Lot 45 - Zoning: R1-2
CERTIFICATE OF APPROPRIATENESS

A New England Colonial Revival freestanding house and a contemporary garage, designed by Lyle Bouleware and built in 1933. Application is to demolish a garage, remove a tree, modify an entrance, replace windows and a retaining wall, and construct an addition, driveway, and curb cut.

483 Henry Street - Cobble Hill Historic District

LPC-22-04223 - Block 323 - Lot 6 - Zoning: R6

CERTIFICATE OF APPROPRIATENESS

A rowhouse with Greek Revival style details, built in 1844-45.

Application is to construct a rear deck and canopy.

121-123 6th Avenue - Park Slope Historic District Extension II

LPC-22-04606 - Block 942 - Lot 7, 8 - Zoning: R6B

CERTIFICATE OF APPROPRIATENESS

Two altered Italianate style rowhouses, built c. 1880. Application is to replace windows and install rooftop railings.

60 Wall Street

LPC-22-09533 - Block 40 - Lot 3 - Zoning: C5-5

MISCELLANEOUS - AMENDMENT

A Postmodern style office tower, designed by Roche-Dinkeloo and built in 1985-1989, pursuant to a special permit under Zoning Resolution Section 74-79, which found a harmonious relationship between this building and the Individual Landmark, at 55 Wall Street, a Greek Revival style exchange building, designed by Isaiah Rogers and built in 1842, with an addition, designed by McKim, Mead and White and built in 1907. Application is to alter the base of the tower.

107 South Street - South Street Seaport Historic District

LPC-22-09715 - Block 97 - Lot 9 - Zoning: C6-2A

MISCELLANEOUS - AMENDMENT

A building, built in 1818-19 and altered in 1855. Application is to amend the approval under Status Update Letter 20-06856 for constructing a rooftop addition, altering the front and rear façades and replacing the storefront infill.

65 Spring Street - SoHo-Cast Iron Historic District Extension

LPC-22-05611 - Block 496 - Lot 35 - Zoning: M1-5B

CERTIFICATE OF APPROPRIATENESS

An altered Italianate style store and tenement building, designed by William E. Waring and built in 1878. Application is to construct a rear yard addition.

323 West 87th Street - Riverside - West End Historic District

LPC-22-06618 - Block 1249 - Lot 21 - Zoning: R8

CERTIFICATE OF APPROPRIATENESS

A Renaissance Revival rowhouse, designed by Francis A. Minuth and built in 1889. Application is to construct a rooftop addition.

6 West 95th Street - Upper West Side/Central Park West Historic District

LPC-22-07709 - Block 1208 - Lot 137 - Zoning: R10A

CERTIFICATE OF APPROPRIATENESS

A Renaissance Revival style rowhouse, with Churrigueresque elements, designed by Horace Edgar Hartwell and built in 1893-1894. Application is to construct rear yard and rooftop additions, modify a masonry opening, install mechanical equipment, and raise parapets.

165-167 West 86th Street, aka 541 Amsterdam Avenue-West Park Presbyterian Church- Individual Landmark

LPC-22-09135 - Block 1217- Lot 1 - Zoning R10A

CERTIFICATE OF APPROPRIATENESS

A Romanesque Revival style church complex, designed by Henry Franklin Kilburn and built in 1889-1890, which incorporated an existing chapel, designed by Leopold Eidlitz and built in 1883-1885. Application is to demolish the building, pursuant to Section 25-309(b)(2), on the grounds of hardship.

j1-14

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Title 25, Chapter 3 of the Administrative Code of the City of New York (Sections 25-303, 25-307, 25-308, 25-309, 25-313, 25-318, 25-320) on Tuesday, June 28, 2022, the Landmarks Preservation Commission (LPC or agency) will hold a public hearing by teleconference with respect to the properties list below, and then followed by a public meeting.

The final order and estimated times for each application will be posted on the Landmarks Preservation Commission website, the Friday before the hearing. Please note that the order and estimated times are subject to change. The teleconference will be by the Zoom app, and will be live-streamed on the LPC's YouTube channel, www.youtube.com/nyclpc. Members of the public should observe the meeting on the YouTube channel and may testify on particular matters by joining the meeting using either the Zoom app, or by calling in from any phone. Specific instructions on how to observe and testify, including the meeting ID and password, and the call-in number, will be posted on the agency's website, under the "Hearings" tab, <https://www1.nyc.gov/site/lpc/hearings/hearings.page>, on the Monday before the public hearing. Any person requiring language assistance services or other reasonable accommodation in order to participate in the hearing or attend the meeting should contact the LPC by contacting Sonia Guior, Community and Intergovernmental Affairs Coordinator, at SGuior@lpc.nyc.gov, at least five (5) business days before the hearing or meeting. Please note: Due to the City's response to COVID-19, this public hearing and meeting is subject to change and/or cancellation.

34-41 83rd Street - Jackson Heights Historic District

LPC-22-04320 - Block 1444 - Lot 48 - Zoning: R5

CERTIFICATE OF APPROPRIATENESS

An Anglo-American Garden Home style house, designed by Pierce L. Kiesewetter and built in 1928-29. Application is to legalize the installation of a fence without Landmarks Preservation Commission permit(s).

60-62 70th Avenue - Central Ridgewood Historic District

LPC-22-02467 - Block 3537 - Lot 4 - Zoning: R6B

CERTIFICATE OF APPROPRIATENESS

A Renaissance Revival style two-family house, designed by Louis Berger & Company and built in 1909. Application is to legalize the removal of a rear porch without Landmarks Preservation Commission Permit(s).

Fort Totten Campus - Fort Totten Historic District

LPC-22-08134 - Block 5917 - Lot 1 - Zoning: R3-1/PARK

BINDING REPORT

Various locations throughout the Fort Totten Historic District. Application is to construct a new switch gear house and install transformers and generators with enclosures.

114-14 179th Street - Addisleigh Park Historic District

LPC-21-06265 - Block - Lot 14 - Zoning: R2

CERTIFICATE OF APPROPRIATENESS

An altered Tudor Revival style free-standing house, designed by Arthur Fahr and built in 1931. Application is to install solar panels.

1 Water Street - Fulton Ferry Historic District

LPC-22-09733 - Block 25 - Lot 1 - Zoning: M2-1

BINDING REPORT

A fire boat station built in 1926. Application is to install signage.

4617 Waldo Avenue - Fieldston Historic District

LPC-22-08557 - Block 5818 - Lot 2072 - Zoning: R1-2

CERTIFICATE OF APPROPRIATENESS

A Late-20th-century Modern style house, designed by David Paul Helpert Associates and built in 1979-80. Application is to remove a retaining wall and paint the house.

60 Wall Street

LPC-22-09533 - Block 40 - Lot 3 - Zoning: C5-5

MISCELLANEOUS - AMENDMENT

A Postmodern style office tower, designed by Roche-Dinkeloo and built in 1985-1989, pursuant to a special permit under Zoning Resolution Section 74-79, which found a harmonious relationship between this building and the Individual Landmark, at 55 Wall Street, a Greek Revival style exchange building, designed by Isaiah Rogers and built in 1842, with an addition, designed by McKim, Mead and White and built in 1907. Application is to amend CR 85-004 (LPC 84-0715) to alter the base of 60 Wall Street.

468 Broome Street - SoHo-Cast Iron Historic District

LPC-22-06037 - Block 485 - Lot 40 - Zoning:

CERTIFICATE OF APPROPRIATENESS

An Italianate style store and loft building, built in 1860. Application is to paint the ground floor of the building.

332 West 11th Street - Greenwich Village Historic District

LPC-22-11131 - Block 633 - Lot 10 - Zoning: R6

CERTIFICATE OF APPROPRIATENESS

A warehouse and garage building, designed by Thomas Styles and built in 1905. Application is to alter the ground floor of the front façade, replace windows, demolish the back of the building and construct a new rear façade, and construct rooftop additions.

225 West 4th Street - Greenwich Village Historic District

LPC-22-09590 - Block 610 - Lot 9 - Zoning: C4-5

CERTIFICATE OF APPROPRIATENESS

A utilitarian brick building built in the 1920s, and two rowhouses, built in 1873. Application is to reconstruct an enclosed sidewalk café, modify openings and install storefront infill.

229 West 71st Street - West End - Collegiate Historic District Extension

LPC-22-08431 - Block 1163 - Lot 119 - Zoning: R8B

CERTIFICATE OF APPROPRIATENESS

A rowhouse, built in 1884 and altered in 1946-1948 with a new facade attributed to Irving Kudroff. Application is to substantially demolish the existing building and construct a new building.

34 West 12th Street - Greenwich Village Historic District

LPC-22-08210 - Block 575 - Lot 37 - Zoning: R6

CERTIFICATE OF APPROPRIATENESS

A late Italianate style rowhouse, built in 1860 and altered by the 1940s. Application is to construct a stoop, install ironwork, and alter the rear façade.

323 West 87th Street - Riverside - West End Historic District

LPC-22-06618 - Block 1249 - Lot 21 - Zoning: R8

CERTIFICATE OF APPROPRIATENESS

A Renaissance Revival style rowhouse, designed by Francis A. Minuth

and built in 1889. Application is to construct a rooftop addition and replace a transom window.

**105 East 64th Street - Upper East Side Historic District
LPC-22-11012 - Block 1399 - Lot 101 - Zoning:
CERTIFICATE OF APPROPRIATENESS**

A rowhouse, designed by W. P. & A. M. Parsons built in 1881-1882, and later altered c. 1941. Application is to construct a new building.

**1002 Madison Avenue - Upper East Side Historic District
LPC-22-07982 - Block 1392 - Lot 57 - Zoning: C5-1
CERTIFICATE OF APPROPRIATENESS**

A Neo-Federal style bank building, built in 1930. Application is to replace entrance infill and screen the windows.

**Central Park - Scenic Landmark
LPC-22-10603 - Block 1111 - Lot 1 - Zoning: park
BINDING REPORT**

A building, constructed c. 1910, within an English Romantic style public park, designed in 1857 by Frederick Law Olmsted and Calvert Vaux. Application is to modify masonry openings, replace infill, and install retaining walls, storage enclosures, paving and fencing.

**2041-2051 Madison Avenue, aka 50-52 East 130th Street -
Individual Landmark
LPC-22-10580 - Block 1754 - Lot 20 - Zoning: R7A, R7B
CERTIFICATE OF APPROPRIATENESS**

A Gothic Revival style parochial school building, designed by William W. Renwick in 1902-1904 and enlarged by Neville & Bagge in 1907. Application is to replace entrance infill.

✦ j14-27

RENT GUIDELINES BOARD

■ NOTICE

NOTICE IS HEREBY GIVEN THAT THE NEW YORK CITY RENT GUIDELINES BOARD (RGB) will hold a public hearing on **June 15, 2022** at the Main Theatre of Hostos Community College/CUNY, 450 Grand Concourse, Bronx, NY from 4:00 P.M. to 9:00 P.M., to consider public comments concerning proposed rent adjustments for renewal leases for apartments, lofts, hotels (including class A and class B hotels, SROs, rooming houses and lodging houses) and other housing units subject to the Rent Stabilization Law of 1969 and the Emergency Tenant Protection Act of 1974. These adjustments will affect renewal leases commencing between October 1, 2022 through September 30, 2023.

Anyone who wants to comment on the proposed rule at a public hearing must sign up to speak. People wishing to speak at the public hearings can pre-register in advance. You can pre-register online through our website, nyc.gov/rgb, by email at csuperville@nycrgb.org or you can sign up to speak by calling 212-669-7480 from 9:00 A.M. till 5:00 P.M., Monday through Friday. Pre-registration requests for the hearing must be received before 12:00 P.M. one business day **prior** to the public hearing date. For those who do not pre-register, registration is also available at the public hearings. You can register in-person from 4:00 P.M. to 8:00 P.M. on June 15. You will have two minutes to speak. For further information and to pre-register for a public hearing, call the RGB at (212) 669-7480.

Written requests for pre-registration must be received at the office of the Board at 1 Centre Street, Suite 2210, New York, NY, 10007 by 12:00 P.M. on the business day **prior** to the public hearing date. Written requests for registration can be emailed to csuperville@nycrgb.org or mailed to the Rent Guidelines Board at the address listed above.

Spanish interpretation will be provided. Persons who request that a language interpreter other than Spanish or a sign language interpreter or other form of reasonable accommodation for a disability be provided at any of the scheduled hearings must notify Ms. Charmaine Superville at the NYC Rent Guidelines Board at (212) 669-7480 or via email at csuperville@nycrgb.org by **Monday, June 8, 2022** no later than 4:30 P.M.

The public is invited to observe all public meetings and public hearings but is invited to speak only at the public hearings. All public meetings and hearings may be livestreamed from YouTube at: <https://www.youtube.com/RentGuidelinesBoard>. Members of the public must be present at the public hearing location in order to testify.

Proposed rent guidelines for all of the above classes of stabilized housing units were adopted on **May 5, 2022**. Copies of the proposed guidelines are available from the NYC Rent Guidelines Board office at the above listed address, at the Board's website nyc.gov/rgb, or at rules.cityofnewyork.us.

j3-14

TRANSPORTATION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, pursuant to law, that the following proposed revocable consents, have been scheduled for a public hearing by the New York City Department of Transportation. The hearing will be held remotely commencing on Friday, July 1, 2022 at 2:00 P.M., via the WebEx platform and in person, on the following petitions for revocable consent.

**WebEx: Meeting Number (access code): 2632 438 7087
Meeting Password: KHhA3JYMR39**

The hearing will be held in person at 55 Water Street, Bid Room, in the Borough of Manhattan. Masks are required to be worn to enter the building and during the hearing. If you or a representative are planning to attend in person, please complete the health screening available, at dotcovidvisitorscreening.info. If you do not have internet access, conduct a self-screening using the information below:

Please do not attend this meeting if:

- **You have experience any symptoms of COVID-19 within the past 10 days (a fever of 100.0 degrees Fahrenheit or greater, a new cough, new loss of taste or smell, or shortness of breath).**
- **You have tested positive for COVID-19 within the past 10 days.**
- **You have been in close contact (within 6 feet for at least 10 minutes over a 24-hour period) with anyone while they had COVID-19 within the past 10 days, and are required to quarantine under existing CDC guidance (you have not had COVID-19 within the past 3 months, and you are not fully vaccinated).**

#1 IN THE MATTER OF a proposed revocable consent authorizing CHPE LLC to develop a 1,250 MW high voltage alternating current ("HVAC") subterranean transmission connection project along with associated equipment and facilities, including 2.42 feet by 4.04 feet concrete duct bank containing six (6) eight-inch PVC duct pipes and three (3) 2-inch PVC duct pipes, running for a total length of 15,074 feet (the "Project"). The installation shall consist of up to nineteen (19) 32 feet by 12 feet by 10 feet cable splicing vaults, together with manholes, installed along an alignment to emanate from Con Edison's Astoria Generating Complex on 20th Avenue and follow the approved route through Astoria in the Borough of Queens, NY and terminate at the Con Edison Rainey Substation along 35th Avenue. The approximately 3-mile-long proposed system shall transmit the Project's power at 345kV HVAC as a component part of the Project's overall system which will be capable of delivering approximately 10.4 TWh/year of energy; to perform the Work and use the structure under, along and through the City Property located at Block 898, Lot 1, in the Borough of Queens. The proposed revocable consent is for a term of ten years from Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 2562**

From the Approval Date by the Mayor to June 30, 2023-	\$405,235/per annum
For the period July 1, 2023 to June 30, 2024 -	\$411,832
For the period July 1, 2024 to June 30, 2025 -	\$418,429
For the period July 1, 2025 to June 30, 2026 -	\$425,026
For the period July 1, 2026 to June 30, 2027 -	\$431,623
For the period July 1, 2027 to June 30, 2028 -	\$438,220
For the period July 1, 2028 to June 30, 2029 -	\$444,817
For the period July 1, 2029 to June 30, 2030 -	\$451,414
For the period July 1, 2030 to June 30, 2031 -	\$458,011
For the period July 1, 2031 to June 30, 2032 -	\$464,608
For the period July 1, 2032 to June 30, 2033 -	\$471,205

with the maintenance of a security deposit in the term of line of credit in the sum of \$6,759,906; the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

j13-jy1

PROPERTY DISPOSITION

CITYWIDE ADMINISTRATIVE SERVICES

SALE

The City of New York in partnership with PropertyRoom.com posts vehicle and heavy machinery auctions online every week, at: <https://www.propertyroom.com/s/nyc+fleet>

All auctions are open, to the public and registration is free.

Vehicles can be viewed in person, at: Kenben Industries Ltd., 1908 Shore Parkway, Brooklyn, NY 11214 Phone: (718) 802-0022

No previous arrangements or phone calls are needed to preview. Hours are Monday and Tuesday from 10:00 A.M. – 2:00 P.M.

f23-a4

HOUSING PRESERVATION AND DEVELOPMENT

PUBLIC HEARINGS

All Notices Regarding Housing Preservation and Development Dispositions of City-Owned Property, appear in the Public Hearing Section.

j5-d30

PROCUREMENT

“Compete To Win” More Contracts!

Thanks to a new City initiative - “Compete To Win” - the NYC Department of Small Business Services offers a new set of FREE services to help create more opportunities for minority and Women-Owned Businesses to compete, connect and grow their business with the City. With NYC Construction Loan, Technical Assistance, NYC Construction Mentorship, Bond Readiness, and NYC Teaming services, the City will be able to help even more small businesses than before.

- Win More Contracts, at nyc.gov/competetowin

“The City of New York is committed to achieving excellence in the design and construction of its capital program, and building on the tradition of innovation in architecture and engineering that has contributed, to the City’s prestige as a global destination. The contracting opportunities for construction/construction services and construction-related services that appear in the individual agency listings below reflect that commitment to excellence.”

HHS ACCELERATOR PREQUALIFICATION

To respond to human services Requests for Proposals (RFPs), in accordance with Section 3-16 of the Procurement Policy Board Rules of the City of New York (“PPB Rules”), vendors must first complete and submit an electronic HHS Accelerator Prequalification Application using the City’s PASSPort system. The PASSPort system is a web-based system maintained by the City of New York for use by its Mayor Agencies to manage procurement. Important business information collected in the Prequalification Application is required every three years. Documents related to annual corporate filings must be submitted on an annual basis to remain eligible to compete.

Prequalification applications will be reviewed to validate compliance with corporate filings and organizational capacity. Approved organizations will be eligible to compete and would submit electronic proposals through the PASSPort system. The PASSPort Public Portal, which lists all RFPs, including HHS RFPs that require HHS Accelerator Prequalification, may be viewed, at https://passport.cityofnewyork.us/page.aspx/en/rfp/request_browse_public. All current and prospective vendors should frequently review information listed on roadmap to take full advantage of upcoming opportunities for funding. For additional information about HHS Accelerator Prequalification and PASSPort, including background materials, user guides and video tutorials, please visit <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>.

AGING

AWARD

Human Services/Client Services

CAREGIVER SERVICES FOR THE ELDERLY - Renewal - PIN# 12519P8199KXLR001 - AMT: \$2,550,000.00 - TO: Services Now for Adult Persons Inc, 80-45 Winchester Boulevard, Building #4, Cbu #29, Queens Village, NY 11427.

DFTA ID: 4K3

Caregiver - FY23-25 Renewal DFTA Baseline funds for Caregiver Services.

j14

CAREGIVER SERVICES TO THE ELDERLY - Renewal - PIN# 12519P8204KXLR001 - AMT: \$2,550,000.00 - TO: Sunnyside Community Services Inc, 43-31 39th Street, Sunnyside, NY 11104.

DFTA ID: 4K1

Caregiver - FY23-25 Renewal DFTA Baseline funds for Caregiver Services.

j14

DESIGN AND CONSTRUCTION

AWARD

Construction Related Services

RQCM_SM, RENEWAL OF REQUIREMENTS CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES FOR SMALL PROJECTS, CITYWIDE - Renewal - PIN# 85017P8279KXLR002 - AMT: \$3,000,000.00 - TO: JED Engineering & Land Surveying PC, 65 Roosevelt Avenue, Suite 207, Valley Stream, NY 11581.

j14

DISTRICT ATTORNEY - NEW YORK COUNTY

INFORMATION TECHNOLOGY

INTENT TO AWARD

Goods and Services

INTENT TO NEGOTIATE: ANNUAL MAINTENANCE FOR CASE CATALYST SOFTWARE - Sole Source - Available only from a single source - PIN# 901CASECATALYSTSW23 - Due 6-20-22 at 12:00 P.M.

ANNUAL MAINTENANCE FOR CASE CATALYST SOFTWARE.

PPB RULES SOLE SOURCE PROCUREMENT SECTION 3-05.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

District Attorney - New York County, 80 Centre Street, 409-WS-02, New York, NY 10013. Ana Belis Molinar Montano (212) 335-3484; [molinarmonano@dany.nyc.gov](mailto:molinarmontano@dany.nyc.gov)

j13-17

EDUCATIONAL CONSTRUCTION FUND

FINANCE

SOLICITATION

Services (other than human services)

INSURANCE BROKERAGE AND ADVISORY SERVICES
- Request for Proposals - Due 6-15-22 at 12:00 P.M.

The New York City Educational Construction Fund ("ECF"), is seeking proposals from organizations that are capable of providing insurance brokerage and advisory services to review and evaluate current policies, make recommendations and manage insurance procurement and claims. A copy of the Request for Proposal (RFP), for Insurance Brokerage And Advisory Services may be obtained from ECF by contacting the Fund at lpelaez@nycsca.org. Hard copies and/or email responses are acceptable.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
Educational Construction Fund, 30-30 Thomson Avenue, 6th Floor, Long Island City, NY 11101. Lisa Pelaez (718) 752-5313; lpelaez@nycsca.org

m31-j15

ENVIRONMENTAL PROTECTION

AWARD

Goods

M3 ENTERPRISE SOFTWARE UPGRADE AND MAINTENANCE
- Renewal - PIN#82619S8203KXLR001 - AMT: \$211,551.00 - TO: OW Investors LLC, 3925 SW 13th Street, Ocala, FL 34474.

The uninterrupted continuation of this contract is needed to keep providing Technical Services, need the new M3 Enterprise Software Application Upgrade Project Team to perform a pilot implementation of an information technology solution that will generate optimal routes for the Bureau's inspectors and the Bureau's current information systems infrastructure to improve customer service.

M3 ENTERPRISE SOFTWARE LICENSE SUBSCRIPTION AND SUPPORT***** WATER METER TEST BENCH AT METER TEST FACILITY*****NOT TO EXCEED \$317,326.00 for the products and services setforth in this Agreement, for a period of three (3) years.

j14

FUEL PURCHASE/DELIVERY - Intergovernmental Purchase - PIN#82622O0004001 - AMT: \$140,000.00 - TO: Main Brothers Oil Company Inc, 1 Booth Lane, PO Box 11029, Albany, NY 12211.

BWS- Diesel fuel delivery to Ulster and Greene Counties - 2010583X.

j14

ENGINEERING, DESIGN AND CONSTRUCTION

SOLICITATION

Construction Related Services

REHABILITATION OF THE CATSKILL AQUEDUCT WALLKILL BLOW-OFF CHAMBER. - Competitive Sealed Proposals - Other - PIN#82622P0029 - Due 7-28-22 at 4:00 P.M.

CAT-523_DES_Preliminary Design Services, Design Services, and Design Services During Construction for the Rehabilitation of the Catskill Aqueduct Wallkill Blow-off Chamber.

This Request for Proposal ("RFx), is being released through PASSPort, New York City's online procurement portal. Responses to this RFx should be submitted via PASSPort. To access the solicitation, vendors should visit the PASSPort Public Portal, at <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>, and click on the "Search Funding Opportunities in PASSPort" blue box. This will take you to the Public Portal of all procurements in the PASSPort system. To quickly locate the RFx, insert the EPIN 82622P0029 into the Keywords search field. If you need assistance submitting a response, please contact help@mocs.nyc.gov.

Pre-Bid conference location - Virtual: Find Link in "Pre-Proposal Conference Link Document" Join the meeting by link or call in

347-921-5612. Phone Conference ID: 942 761 621# New York, NY 11373. Mandatory: no Date/Time - 2022-06-28 10:30:00.



j14

WASTEWATER TREATMENT

INTENT TO AWARD

Services (other than human services)

CHARACTERIZATION AND STUDY OF GRANULAR ACTIVATED CARBON - Government to Government - PIN#82622T0001 - Due 6-23-22 at 8:00 P.M.

DEP, intends to enter into a Government to Government agreement, with The City University of New York, on behalf of City College of New York for 1574-CRB: for the Characterization and Study of Granular Activated Carbon.

The New York City Department of Environmental Protection treats odorous air using granular activated carbon at various locations. Over time, as the carbon is exposed to a contaminated air stream, it becomes exhausted and is no longer able to absorb Hydrogen Sulfide (H2S), which limits its capacity to treat odorous air. It is therefore important to periodically determine the condition of the existing carbon and to determine its best and most efficient use, as well as whether other sources or products would be more effective in treating odorous air. This Project is intended to examine the condition of the existing carbon at each of the locations, as well as perform research to provide additional information regarding various properties of different types of granular activated carbon for the future benefit of DEP, CUNY and the public. Any firm which believes it can also provide the required service IN THE FUTURE, is invited to so, indicated by letter, which must be received no later than June 23, 2022, 4:00 P.M., at: Department of Environmental Protection, Agency Chief Contracting Officer, 59-17 Junction Boulevard, 17th Floor, Flushing, NY 11373, Attn: Glorivee Roman, glroman@dep.nyc.gov, (718) 595-3226.

j9-15

HEALTH AND MENTAL HYGIENE

INTENT TO AWARD

Goods

GOV'T CONTRACT FOR PURCHASE OF VACCINATIONS

- Government to Government - PIN# 81622T0004 - Due 6-24-22 at 4:00 A.M.

DOHMH, intends to enter into a Government to Government contract with Centers for Disease Control (CDC), for the purchase of adult and infant vaccinations, which will be purchased on an as needed basis. This contract will allow DOHMH to purchase vaccines at CDC's contracted prices. DOHMH determined that it is in the best interest to enter into a Government agreement with CDC, as they are a government entity. Any vendor who believes that they can provide these goods for future procurements are welcome to submit an expression of interest no later than 6/24/22. All questions and concerns regarding this Government to Government contract should also be submitted via email.

j13-17

Services (other than human services)

81622Y0250-MEDALLIA, INC. PIN 23AE003701R0X00 - Request for Information - PIN# 81622Y0250 - Due 6-29-22 at 12:00 A.M.

Pursuant to Procurement Policy Board Rule Section 3-05, Department of Health and Mental Hygiene, intends to enter into a sole source agreement with Medallia Inc., that generates and provides the data package of client and staff experience survey required by NYC DOHMH.

DOHMH, has determined that Medallia is the only vendor that generates and provides the data package of client and staff experience survey which includes 1) the usage of the proprietary software, Medallia's Experience Cloud, 2) Medallia's Professional Services to implement the software and synthesize the data package generated from the software, and 3) the dataset and dashboards.

Medallia, is the only experience management vendor that provides the suite of services that includes design, implementation, and a comprehensive client and staff experience survey data package. There are no other resellers or distributors that sells or offers Medallia Experience Cloud and Medallia's Professional Services.

Any firm which believes is qualified to provide such services is invited to do so. Please indicate your interest by responding to the RFI EPIN 81622Y0250 in PASSPort, no later than June 29, 2022, by 2:00 P.M.

j8-14

AWARD

Human Services/Client Services

FY23 RENEWAL RECREATION AND SOCIALIZATION SERVICES - Renewal - PIN#81617N0218001R002 - AMT: \$120,780.00 - TO: Giving Alternative Learners Uplifting Opportunities, 88-03 70th Road, Forest Hills, NY 11375.

Giving Alternative Learners Uplifting Opportunities Inc., will continue to provide Recreational and Socialization Services for Individuals with Autism Spectrum Disorders during the renewal term.

j14

TEEN SUICIDE PREVENTION PROGRAM - Required/Authorized Source - PIN#81622R0002001 - AMT: \$525,000.00 - TO: Comunilife Inc, 462 7th Avenue, 3rd Floor, New York, NY 10018.

New York State Office of Mental Health authorizes DOHMH, to allocate funds to Comunilife Inc., to support the Life is Precious program, for the period 7/1/2022 to 6/30/2023.

j14

EXTERNAL AFFAIRS

INTENT TO AWARD

Services (other than human services)

81622Y0245-ISLAND ADWORX ADVERTISING - Request for Information - PIN# 22OE044901R0X00 - Due 6-29-22 at 2:00 P.M.

Pursuant to Procurement Policy Board Rule Section 3-05, Department of Health and Mental Hygiene, intends to enter into a sole source agreement with Island Adworx Advertising, for the reservation of advertising space on Staten Island Ferry and terminals for public education campaigns targeting residents of Staten Island.

DOHMH, has determined that Island Adworx Advertising is the sole provider for the required advertising services, as they are the only vendor authorized (via a franchise agreement) with the City of New York to mount and maintain public information on Staten Island Ferryboats and Terminals.

Any firm which believes is qualified to provide such services is invited to do so. Please indicate your interest by responding to the RFI EPIN 81622Y0245 in PASSPort.

j8-14

HOUSING AUTHORITY

PROCUREMENT

SOLICITATION

Goods

SMD_IDIQ_MATERIALS_KALAMEIN DOORS - Competitive Sealed Bids - PIN#380896 - Due 7-5-22 at 12:00 A.M.

The New York City Housing Authority ("NYCHA"), Supply Management and Procurement Department ("SMPD"), through this Solicitation, seeks bids from qualified vendors to provide NYCHA with materials for SMD_IDIQ_MATERIALS_KALAMEIN DOORS AT VARIOUS DEVELOPMENTS LOCATED IN ALL FIVE (5) BOROUGHES OF NEW YORK CITY.

The materials to be provided by the successful vendor are described in greater detail in the RFQ Number: 380896 Interested vendors are invited to obtain a copy of the opportunity at NYCHA's website, by going to the http://www.nyc.gov/nychabusiness. On the left side, click on "iSupplier Vendor Registration/Login" link.

- (1) If you have an iSupplier account, then click on the "Login for registered vendors" link and sign into your iSupplier account.
(2) If you do not have an iSupplier account you can Request an account by clicking on "New suppliers register in iSupplier" to apply for log-in credentials. Once you have accessed your iSupplier account, log into your account, then choose under the Oracle Financials home page, the menu option "Sourcing Supplier", then choose "Sourcing", then choose "Sourcing Homepage"; and conduct a search in the "Search Open Negotiations" box for RFQ Number 380896.

Please see details regarding the RFQ below:

RFQ Number: 380896

Title: SMD_IDIQ_MATERIALS_KALAMEIN DOORS

Location: VARIOUS DEVELOPMENTS LOCATED IN ALL FIVE (5) BOROUGHES OF NEW YORK CITY

Due Date and Time: 7/5/2022, at 11:59 P.M. For all inquiries regarding the scope of materials, please contact Miguel Lamarche, by email: miguel.lamarche@nycha.nyc.gov.

A non-mandatory virtual Pre-Bid Conference, will be held, on Friday, June 17, 2022, at 10:00 A.M., and will be conducted remotely via Microsoft Teams meeting. Although attendance is not mandatory, it is strongly recommended that all interested Bidders attend, and that Bidders thoroughly review bid documents in advance of the meeting. To participate in the Pre-Bid Conference, please send me an email to add you to the invitation list.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Housing Authority, 90 Church Street, 6th Floor, New York, NY 10007. Miguel Lamarche (212) 306-3904; MIGUEL.LAMARCHE@NYCHA.NYC.GOV



j14

Goods and Services

IDIQ UNDERGROUND LEAK DETECTION AT VARIOUS DEVELOPMENTS - Request for Quote - PIN#379912 - Due 7-7-22 at 2:00 P.M.

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT FOR: SMD_RFQ_377912_IDIQ UNDERGROUND LEAK DETECTION AT VARIOUS DEVELOPMENTS. No Bid Security Required.

The Term of this Contract is Three (3) years, with the option to extend, at NYCHA's sole discretion, for two (2) one-year periods.

In addition to the documents attached below, bidders are directed to review the Special Notices and Conditions, Instructions to Bidders, and General Conditions prior to submitting a bid. To access these documents, click on the "Contract Terms" tab above, and then "Preview Contract Terms," to download a PDF version.

A non-mandatory Proposers' conference ("Proposers' Conference"), will be hosted online via Microsoft Teams, on June 21, 2022, at 11:00 A.M. Proposer's Conference Meeting Information: 646-838-1534, Conference ID: 586718445#. Although attendance is not mandatory at the Proposers' Conference, it is strongly recommended that all interested Proposers attend. Proposers who wish to attend must RSVP by email to NYCHA's Coordinator, by no later than June 20, 2022, at 2:00 P.M. NYCHA, additionally recommends that Proposers email questions to NYCHA's Coordinator, by no later than 2:00 P.M., on June 23, 2022. Questions submitted in writing must include the firm name and the name, title, address, telephone number and email address of the individual to whom responses to the Proposer's questions should be given. Proposers will be permitted to ask additional questions at the Proposers' Conference. All questions and answers will be provided to all firms that received a copy of this RFQ.

Please note that in the event NYCHA receives no responses in connection with this RFQ by the original bid submission deadline, the bid submission deadline shall be extended automatically for seven (7) calendar days. The foregoing extension does not in any way limit NYCHA's right to extend the bid submission deadline for any other reason.

Prior to submitting a bid, please confirm that your bid response includes all required forms and documentation and that all required forms and documentation are properly completed, signed, and notarized, where applicable.

Note: In response to the COVID-19 outbreak, we are accepting only electronic bids submitted online via iSupplier. Paper bids will not be accepted or considered. Please contact NYCHA Procurement, at procurement@nycha.nyc.gov, for assistance.

Please note: An Up-to-Date Prevailing Wages Links are posted on iSupplier under Quick Links Section of Sourcing Supplier. The vendors are responsible for being informed of any updates to the Prevailing Wage Schedule.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Housing Authority, See "Additional Description" for instructions on submitting documents electronically. Yesenia Rosario (212) 306-4536; yesenia.rosario@nycha.nyc.gov

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HUMAN RESOURCES ADMINISTRATION

■ AWARD

Services (other than human services)

RENEWAL- PROVISION OF FOOT AND VEHICLE MESSENGER SERVICES BETWEEN VARIOUS HRA SITES, CITYWIDE. - Renewal - PIN#06919R8241KXLR001 - AMT: \$5,098,210.12 - TO: New York State Industries for the Disabled Inc, 11 Columbia Circle Drive, Albany, NY 12203-5156.

• j14

LAW DEPARTMENT

■ INTENT TO AWARD

Services (other than human services)

RETAIN SPECIAL COUNSEL FOR THE NEW YORK CITY DISTRICTING COMMISSION - Negotiated Acquisition - Other - PIN#02522N0043 - Due 6-15-22 at 5:00 P.M.

Legal Services Procurement.

j9-15

RETAIN A SPECIAL COUNSEL FOR THE NYC DISTRICTING COMMISSION - Negotiated Acquisition - Other - PIN#02522N0043 - Due 6-16-22 at 4:00 A.M.

Pursuant to PPB Rules Section 3-04(b)(2)(iv) the Law Department may use the negotiated acquisition method to procure legal services.

j9-15

PARKS AND RECREATION

■ INTENT TO AWARD

Construction / Construction Services

R149-122M RESURFACING OF ATHLETIC TRACK AT OCEAN BREEZE ATHLETIC COMPLEX - Sole Source - Available only from a single source - PIN# R149-122M - Due 6-24-22 at 2:00 P.M.

Pursuant to Procurement Policy Board Rule Section 3-05, Department of Parks and Recreation ("Parks"), intends to enter into a sole source agreement with Miller Flooring Company, for surface renovation work on the track of the Ocean Breeze Athletic Complex in Staten Island.

Parks has determined that Miller Flooring Company is the sole provider for the required services, as they are the only vendor authorized by manufacturer Mondo USA Inc., to perform repairs or new work on the Ocean Breeze Athletics Complex. Contracting Miller to perform the resurfacing work is the only way to ensure that the facility's World Athletics certification remains intact. The athletic track is 73,110 square feet.

Any firm that believes is qualified to provide such services is invited to do so. Please indicate your interest by emailing Maureen Babis, at Maureen.Babis@parks.nyc.gov, and rfpsubmissions@parks.nyc.gov, by June 24, 2022, at 2:00 P.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Parks and Recreation, maureen.babis@parks.nyc.gov and rfpsubmissions@parks.nyc.gov. (718) 760-6921;

j13-17

POLICE DEPARTMENT**MANAGEMENT AND BUDGET**

■ INTENT TO AWARD

Services (other than human services)

05622Y0071-LIMS SOFTWARE & MAINT. - Request for Information - PIN# 05622Y0071 - Due 9-1-22 at 2:00 P.M.

Pursuant to Section 3-05 of the NYC Procurement Policy Board Rules, it is the intent of the New York City Police Department ("NYPD"), to enter into sole source negotiations with Porter Lee Corporation with the

expectation that Porter Lee Corporation will be awarded a contract with the NYPD for Laboratory Information Management System (LIMS) Maintenance & Support at the Police Laboratory in Queens. It is the NYPD's belief that the maintenance and support can only be performed exclusively by Porter Lee Corporation, due to the proprietary software including upgrades. Any vendor besides Porter Lee Corporation that believes it can provide these services is invited to do so. To respond in PASSPort, please complete the Acknowledgment tab and submit a response in the Manage Responses tab or respond by email, to christian.brown2@nypd.org. If you have questions about the details of the RFx, please submit through the Discussion with Buyer tab. If you have questions about functionality of PASSPort, please contact <https://mocsupport.atlassian.net/service/customer/portal/8>.

j13-17

SCHOOL CONSTRUCTION AUTHORITY

■ SOLICITATION

Services (other than human services)

SOFTWARE AND HARDWARE SERVICES - Request for Information - PIN# SCA-2205P - Due 6-16-22 at 12:00 AM.

Pursuant to Section 1734(6) of Title 6 of the Public Authorities Law, The New York City School Construction Authority ("SCA"), for reasons of efficiency, compatibility and maintenance reliability, intends to establish a new Qualified Products List (QPL). As such, the SCA is seeking a response from firms interested in and qualified to provide "Software Subscription and Hardware Maintenance". The SCA anticipates awarding multiple contracts with a Not To Exceed (NTE) amount to be determined. The term of the contracts shall be for one (1) year. All vendors must be able to demonstrate to the satisfaction of the SCA that they have successfully provided and can currently offer as an authorized reseller, the attached listed services, as well as be pre-qualified by the SCA at the time of award. Please see the SCA's website for further information about the prequalification process, <http://www.nycsca.org/Business/GettingStarted/Pages/PrequalificationProcess.aspx>.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

School Construction Authority, 3030 Thomson Avenue, Long Island City, NY 11101. Anthony Maffetone (718) 752-5155; amaffetone@nycsca.org

j9-15

TRANSPORTATION

■ INTENT TO AWARD

Services (other than human services)

NYC CLEAN TRUCKS - Negotiated Acquisition - Other - PIN#84122MBTP522 - Due 6-27-22 at 2:00 P.M.

The New York City Department of Transportation (NYCDOT), intends to enter into negotiations with Tetra Tech, Inc. for a Negotiated Acquisition Extension under Section 3-04(b)(2)(iii) of the Procurement Policy Board Rules, to extend for a period of one year the following contract: "Services for the Hunts Point Clean Trucks Program" (CT1-841-20171406241).

The Agency Chief Contracting Officer's office has determined, pursuant to Section 3-04(b)(2)(iii), that there is a compelling need to preserve the continuity of service during which period a solicitation for these services will have been awarded and the contract resulting therefrom registered. The term of this extension is one (1) year, commencing 6/29/22 and expiring 6/28/23. Vendors may express interest in providing this service in the future by using the contact information listed.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids, at date and time specified above.

Transportation, 55 Water Street, 8th Floor, Room 826, New York, NY 10041. David Maco (212) 839-9400; dmaco@dot.nyc.gov

j10-16

TRAFFIC OPERATIONS

SOLICITATION

Construction / Construction Services

84122B0014-84121MBTR489 INSTALLING AND RELOCATING EQUIPMENT FURNISHED BY THE CITY OR THE CONTRACTOR - ALL BOROUGHES - Competitive Sealed Bids - PIN#84122B0014 - Due 7-7-22 at 11:00 A.M.

Installing and Relocating Equipment Furnished by City or Contractor, Citywide NYCPIN: 84121MBTR489; EPIN: 84122B0014 84122B0014-84121MBTR489 Installing and Relocating Equipment Furnished by City or Contractor, Citywide.

This Competitive Sealed Bid is released through PASSPort, New York City's online procurement portal. Responses to this Bid must be submitted via PASSPort. To access the Competitive Sealed Bid, vendors should visit the PASSPort public portal, at https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page, and click on the "Search Funding Opportunities in PASSPort".

A pre-bid conference via ZOOM is scheduled for 6/6/22, at 10:00 A.M. Those wishing to attend must email the authorized agency contact for a link. The deadline for the submission of questions is 6/13/22, by 4:00 P.M.

This procurement is subject to MBE and WBE participation goals. The MBE and WBE goals for this project 9% and 13% respectively. Any inquiries concerning this Competitive Sealed Bid should be directed by email, under the subject line "Traffic Signal Maintenance in the City of New York" to the email address of the Authorized Agency Contact, Choudhry Sharif, at csharif@dot.nyc.gov, or through the PASSPort Discussion Forum.

j14



HEALTH AND MENTAL HYGIENE

NOTICE

DOHMH, has created a framework and the infrastructure for deploying teams to community, congregate residential and non-congregate residential settings to ensure equitable access to testing and vaccination services and is broadening this program to address COVID-19, influenza, and other communicable and vaccine-preventable diseases as needed.

DOHMH, proposes to issue an RFP seeking appropriately qualified contractor(s) to provide (1) onsite testing/specimen collection and/or (2) immunization services in a variety of settings to prevent, detect, or mitigate communicable and vaccine-preventable disease outbreaks, including but not limited to COVID-19, influenza, Hepatitis A, measles, and mumps outbreaks.

The Concept Paper will be posted on the DOHMH website, www.nyc.gov/health, June 20, 2022 through August 5, 2022. Written comments in response to the Concept Paper should be submitted to RFP@health.nyc.gov. Please include "On Site Specimen Collection and/or Vaccination Services Concept Paper" in the subject line.

j14-20

OFFICE OF LABOR RELATIONS

NOTICE

SANITATION OFFICERS ASSOCIATION

AGREEMENT entered into this 3 day of June, 2022, by and between the City of New York (hereinafter referred to as the "Employer"), and the Sanitation Officers Association, Local 444, Service Employees International Union AFL-CIO, (hereinafter referred to as the "Union"), for the period from July 2, 2019 to June 24, 2023.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, in the below listed titles, and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative:

- Supervisor (Sanitation)
General Superintendent (Sanitation) (Level I)

Section 2.

Except as otherwise provided herein, for purpose of this Agreement, the terms "employees" and "officers" as used in this agreement shall mean only those persons in the unit described in Section 1 of this Article.

ARTICLE II - DUES CHECKOFF

Section 1.

- (a) The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Regulations Governing Procedures for Orderly Payroll Checkoff of Union Dues."
(b) An employee may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the employee.

Section 2.

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference into this Agreement.

ARTICLE III - COMPUTATION OF BENEFITS

Since the basic forty-hour week has not been changed by this Agreement, any modification of standard charts and use of other tours shall not affect current standard practice for the computation of compensation for holidays, vacation days, annuity fund contributions and other relevant benefits, which shall remain on the basis of an eight-hour work day calculation.

ARTICLE IV - SALARIES

Section 1.

During the term of this Agreement, the following basic annual salary rates shall prevail for employees.

- (a) For employees in the title Supervisor (Sanitation):

Table with 5 columns: Title, 7/2/19, 7/2/20, 7/2/21, 7/2/22. Rows include Appointment, after 1 year, after 2 years, after 3 years, after 4 years, after 5 years.

(b) For employees in the title General Superintendent (Sanitation) (Level I):

	7/2/19	7/2/20	7/2/21
Appointment	\$106,983	\$109,658	\$112,948
after 1 year	\$107,417	\$110,102	\$113,405
after 2 years	\$107,957	\$110,656	\$113,976
after 3 years	\$129,082	\$132,309	\$136,278

Each employee shall progress one increment step in his/her rank annually on the anniversary date of his/her appointment to the class of position occupied.

Section 2. Uniform Allowance

A per annum Uniform Allowance shall be provided in accordance with existing standard procedures as follows:

Fiscal Years	Amount
2020-2023	\$830

Section 3. Longevity Adjustment

The following annual longevity adjustments shall be paid to employees upon the completion of the specified number of years' service in the Sanitation Service of the Classified Service of the City:

Title
Supervisor (Sanitation)
General Superintendent (Sanitation)(Level I)

Years of Service Completed	7/2/19	7/2/20	7/2/21
After 5 years	\$1,468	\$1,505	\$1,550
After 10 years	\$2,739	\$2,807	\$3,145
After 15 years	\$3,682	\$3,774	\$5,664
After 20 years	\$6,005	\$6,155	\$8,625

Effective July 2, 2019, the longevity schedule shall continue to be adjusted by any future across-the-board wage increases.

The adjustment after the 10th year shall not be computed as salary for pension purposes until after completing 20 years of service. The adjustment after the 20th year shall not be computed as salary for pension purposes until after the completion of 25 years of service.

In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increase cost of changing the effective date of the pensionability of the above adjustments. Such negotiations will be commenced forthwith. If no agreement is reached, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.

Section 4.

(a) **Paid Holidays** - Each employee shall receive eleven (11) paid holidays annually, payment for which shall be made in accordance with existing procedures.

Effective January 2008, each employee shall receive twelve (12) paid holidays annually, payment for which shall be made in accordance with existing procedures.

Effective April 25, 2022, Juneteenth shall be an annual paid holiday, therefore each employee shall receive thirteen (13) paid holidays annually, payment for which shall be made in accordance with existing procedures.

(b) **Sunday Work** - An employee who works on a Sunday will receive two times his/her respective pro-rated hourly rate of pay for the hours actually worked.

(c) **Night Shift Differential** - Employees shall receive a differential of ten percent of their daily rate of pay for work performed on a night shift. For the purposes of this Section, a night shift shall be any shift in which four (4) or more hours of the shift fall after 3:00 P.M. or before 7:00 A.M., except that any work performed for which any additional compensation is provided shall be excluded from this provision.

Section 5. General Wage Increase

(a) (i) Effective July 2, 2019, Employees shall receive a rate increase of 2.25%.

(ii) Effective July 2, 2020, Employees shall receive an additional rate increase of 2.5%.

(iii) Effective July 2, 2021, Employees shall receive an additional rate increase of 3%.

(b) The increase provided for in this Section 5 shall be calculated as follows:

(i) The increase in Section 5(a)(i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable title in effect on July 1, 2019; and

(ii) The increase in Section 5(a)(ii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable title in effect on July 1, 2020;

(iii) The increase in Section 5(a)(iii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable title in effect on July 1, 2021..

(c) The general increase provided in this Section 5 shall be applied to the base rates and salary grades fixed for the applicable titles.

ARTICLE V - HEALTH AND WELFARE BENEFITS

Section 1.

a. **Security Benefit Fund**

Effective February 1, 2015, the Employer agrees to continue to provide the annual amount of \$1,365 for each incumbent active employee, or the pro-rata share thereof for each employee employed during the term of this Agreement for a period less than the full term of this Agreement, for the purpose of furnishing certain supplementary benefits for the period of employment of such employee by the Employer during the term of this Agreement, all as provided for in a supplemental Agreement to be approved as to form by the Corporation Counsel.

The payments as above indicated shall be remitted by the Employer to the Sanitation Officers Security Benefit Fund subject to the said supplemental agreement to be entered into between the Employer and the Union for the benefit of each employee and further subject to periodic audit by the Comptroller of the City of New York.

b. Effective July 2, 2012, employees who have been separated from service subsequent to December 31, 1970, and who were covered by the Sanitation Officers Security Benefit Fund at the time of such separation pursuant to a separate agreement between the Employer and the Union shall continue to be so covered, subject to the provisions of Section 1(a) hereof, except that the respective annual amount provided in Section 1a. above shall not apply to retirees. Effective February 1, 2015, the pro-rata annual amount shall be \$1,261 for each retiree. Contributions shall be made only for such time as said individuals are eligible to be primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the Employer through such Program.

c. The Union agrees to provide welfare fund benefits to domestic partners of covered employees in the same manner as those benefits are provided to spouses of married covered employees.

Section 2. Annuity Fund

(a) Effective July 2, 2012, the City shall continue to contribute for each employee, on a twenty eight (28) day cycle basis, a pro-rata daily contribution for each working day for which such employee is paid by the City in full pay status in the prescribed twelve (12) month period. Contributions hereunder shall be remitted by the City each twenty-eight (28) days to a mutually agreed upon Compensation Accrual Fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel. The per annum amount of such contribution shall be as follows:

Supervisors (Sanitation) Promoted before 1/1/07

Effective Date	Per Annum Amount
7/2/2019	\$3,519.63
7/2/2020	\$3,555.17
7/2/2021	\$3,598.89
7/2/2022	\$3,898.89

General Superintendents (Sanitation) (Level I)

<u>Effective Date</u>	<u>Per Annum Amount</u>
7/2/2019	\$3,610.98
7/2/2020	\$3,646.52
7/2/2021	\$3,690.24
7/2/2022	\$3,990.24

- (b) The City shall contribute for each employee who is newly promoted on or after January 1, 2007 to Supervisor (Sanitation) during the first six (6) years of service on a twenty eight (28) day cycle basis, a pro-rata daily contribution for each working day for which such employee is paid by the City for each Supervisor (Sanitation) in full pay status in the prescribed twelve (12) month period. Upon completion of six (6) years of service, the contribution shall be made prospectively in the amount and manner prescribed in section (a), above. Contributions hereunder shall be remitted by the City each twenty-eight (28) days to a mutually agreed upon Compensation Accrual Fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

Supervisors (Sanitation) Promoted on or after 1/1/07

<u>Effective Date</u>	<u>Per Annum Amount</u>
7/2/2019	\$1,953.63
7/2/2020	\$1,989.17
7/2/2021	\$2,032.89
7/2/2022	\$2,332.89

- (c) The incremental contribution negotiated by the parties shall continue to be increased by any future collective bargaining increases, including those provided during the term of this agreement.

Section 3. Health and Hospitalization Benefits

- (a) The Employer shall continue to provide a fully paid choice of health and hospitalization insurance plans for each employee, not to exceed 100% of the full cost of HIP-HMO on a category basis. There will be an annual reopening period during the term of this Agreement for active employees to exercise their choice among medical plans.
- (b) Retirees shall continue to have the option of changing their previous choice of Health plans. This option shall be:
 - (i) a one-time choice;
 - (ii) shall be exercised only after one year of retirement; and
 - (iii) can be exercised at any time without regard to contract periods.

The effective date of change to a new plan shall be the first day of the month three (3) months after the month in which the application has been received by the New York City Health Insurance Program.

Effective with the reopener period for Health Insurance subsequent to January 1, 1980 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. The option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

- (c) (i) Effective July 1, 1983 and thereafter, the Employer's cost for each employee and each retiree under age 65 shall be equalized at the community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, e.g. the Blue Cross/GHI-CBP (21 day plan) payment for family coverage shall be equal to the HIP/HMO payment for family coverage.
- (ii) If a replacement plan is offered to employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 3(c)(i), the Employer shall not bear the additional costs.
- (iii) The City shall continue to contribute on a City employee benefits program-wide basis the additional annual amount of \$30 million to maintain the health insurance stabilization reserve fund which shall be used to continue equalization and protect the integrity of health insurance benefits.

The health insurance stabilization reserve fund shall be used: to provide a sufficient reserve; to maintain to the extent possible the current level of health insurance benefits provided under the Blue Cross/GHI-CBP plan; and, if sufficient funds are available, to fund new benefits.

The health insurance stabilization reserve fund shall be credited with the dividends or reduced by the losses attributable to the Blue Cross/GHI-CBP plan.

Pursuant to paragraph 7 of MLC Health Benefits Agreement, notwithstanding the above, in each of the fiscal years 2001 and 2002, the City shall not make the annual \$35 million contributions to the health insurance stabilization fund.

(d) In the event that there is a Citywide or program-wide health insurance package which exceeds the cost of the equalization and stabilization fund described above, the parties may negotiate reconfiguration of this package which in no event will provide for costs in excess of the total costs of this Agreement as set forth herein. However, it is understood that the SOA will not be treated any better or any worse than any other Union participating in the Citywide or Program-wide Health Program with regard to increased health insurance costs.

(e) The May 5, 2014 and June 28, 2018 Letter Agreements regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, will be attached as an Appendix, and is deemed part of this Agreement.

Section 4. Health Care Flexible Spending Account

a. A flexible health care spending account shall be established after July 1993 pursuant to Section 125 of the IRS Code. Those employees eligible for New York City health plan coverage as defined on page 32, section 4(B) of the 1992 New York City Health Summary Program Description shall be eligible to participate in the account. Participating employees shall contribute at least \$260 per year up to a maximum of \$5,000 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an employee.

b. Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.

c. An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. An employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an employee's account will not be refunded.

ARTICLE VI - TIME AND LEAVE, DEATH BENEFITS

Section 1. Sick Leave

Employees shall receive sick leave in accord with Chapter 551 of the Laws of 1962.

Section 2. Annual Leave

Each employee promoted to the title "Supervisor (Sanitation)" prior to November 1, 1992, and each employee in the title "General Superintendent (Sanitation)(Level I)" shall receive annual leave of twenty-seven (27) work days. Each employee promoted to the title "Supervisor (Sanitation)" on or after November 1, 1992, shall receive annual leave of twenty-five (25) work days for each of their first seven (7) years in said title, and after seven (7) years shall receive annual leave of twenty-seven (27) work days.

Effective July 2, 2022 the annual leave accrual for the Supervisor (Sanitation) with six (6) or seven (7) years in said title shall be increased from 25 days per annum to 27 days per annum.

Section 3. Death-in-the Family Leave

Employees shall be entitled to four (4) working days off with pay in the event of a death in the immediate family. The family shall be defined for this purpose as spouse; natural, foster, or step-parent; child, brother or sister; father-in-law or mother-in-law; grandchildren; or any relative residing in the household.

Section 4. Special Excusals

Excused time accorded to other personnel employed by the Employer under circumstances such as excusals for the Dr. Martin Luther King, Jr. and the Senator Robert F. Kennedy funerals and the Moon Landing Observation Day shall be granted equally to employees covered by this Agreement. All compensating days off shall be subject to exigencies of the Employer.

Section 5. Line-of-Duty Death Benefit

In the event an employee dies because of a line-of-duty injury received during the actual and proper performance of sanitation service and directly resulting from a characteristic hazard of such service, through no fault of his/her own, a payment of \$25,000 shall be made from funds other than those of the Retirement System in addition to any other payment which will be made as a result of such death. Such payment

shall be made to the beneficiary designated under the Retirement System or, if no beneficiary is so designated, to the estate of the deceased.

Section 6. Death Payment of Accrued Time

If an employee dies while employed by the Employer, his/her beneficiary designated under the Retirement System or, if no beneficiary is so designated, the deceased's estate shall receive payment in cash for the following as a death benefit:

- (i) All unused accrued leave up to a maximum of 54 days' credit.
- (ii) All unused accrued compensatory time earned subsequent to January 1, 1971 which is verifiable by official Department records up to a maximum of two hundred (200) hours.

ARTICLE VII - PERSONNEL AND PAY PRACTICES

Section 1. Hours.

- (a) Every Employee shall be scheduled to work eight hour and fifteen-minute shifts, including chart days, and on Sundays during a declared snow emergency or Department declared snow alert.

- (b) The following shall be the normal shifts for all employees covered by this Agreement.

Garage Shifts – 8am to 4pm, 4pm to 12am, 12am to 8am
 Solid Waste Management – 8am to 4pm, 4pm to 12am, 12am to 8am, 11pm to 7am, 7am to 3pm, 3pm to 11pm.
 Normal Field Operations – 6am to 2pm, 4pm to 12am, 12am to 8am
 Night Plow Operations – 6am to 2pm, 7am to 3pm, 4pm to 12am, 7pm-3am, 12am to 8am

- (c) The above shift hours may be modified during an emergency by order of the Commissioner of the Department.
- (d) The Employer reserves the right to reduce, add to or modify the above shifts when such changes shall be in the interest of providing more efficient service. The Union shall receive notice prior to such changes.
- (e) The work week shall consist of 40 hours, consisting of five (5) eight (8) hour days, exclusive of Sundays.

Section 2. Sunday Work

(a) Assignment of Shifts

- (i) All regularly assigned night officers (regardless of rank) will retain their shift, except by mutual agreement.
- (ii) The highest ranking officer assigned to work on a Sunday shall work the Borough day shift except for (i) above. If there is more than one officer in the highest ranking title so assigned, then, the most senior officer in that title shall have preference to shift, except for (i) above. This provision shall not apply if it requires an officer to work a double shift.
- (iii) Locked in night Officers will not have shift preference when it comes to Sunday night shifts.
- (iv) Whenever an NDS is not activated, he/she will not carry preference for Sunday work shift. However, if an NDS is in his/her assigned slot for three or more days prior to his/her scheduled Sunday, he/she will maintain his/her shift.
- (b) Supervisor and General Superintendent (Level I) Roster - Sunday work shall be offered to every Supervisor and General Superintendent (Level I), on a rotation basis, according to previous Sundays worked, on a standardized Sunday Borough Roster. The Department shall have the right to select from District rosters in the order of standing thereon in making assignment on Sundays after holidays. In making such assignments, the Department shall rotate among districts within a zone.
- (c) Transfers or Promotees - Officers transferred or promoted from one location to another, shall be slotted on the Sunday Borough Roster in accordance with the last Sunday they worked in their old location.
- (d) New Officers - Newly appointed officers shall be slotted on the Sunday Borough Roster in accordance with their date of appointment. They will be slotted to work after all officers assigned to said location have worked on a Sunday which follows this officer's appointment date.
- (e) Declination

- (i) With the exception of Officers on sick leave, Line-of-Duty Injury leave, or military duty, any officer who requests not to work on an assigned Sunday will be charged as a time worked and not offered an opportunity to work until the Officer's name is reached, in rotation, on the Sunday List. Officers on vacation, a long weekend, jury duty, or death-in-family leave shall have the option of working on a Sunday when reached on the Sunday List. If they work, they will be charged with a time worked; if they decline, they will not be

charged with a time worked on the Sunday List, but will be offered an opportunity to work when they return to duty. Officers on sick leave, military leave or Line-of-Duty Injury leave do not have the option of working a Sunday, but will be charged with a time worked on the Sunday List.

- (ii) If for any reason an officer is notified on Friday or thereafter to work a regular Sunday, he/she has the option to decline without being charged, provided, that if all officers decline, the original officer must work. However, if he/she accepts the assignment, he/she shall be charged and must take the shift that is available.
- (iii) An officer due to work a Sunday who is out sick must work if he/she returns by Thursday. If he/she resumes Friday or Saturday, he/she will be scheduled to work the following Sunday, unless he/she notifies his/her location prior to Thursday of said resumption. If he/she resumes work after the Sunday he/she was due to work, he/she shall be charged with the Sunday.
- (f) Emergency
 - (i) Any officer whose name does not appear on the Special Emergency list and is required to work on a Sunday due to an emergency, shall be called from his/her respective district list and shall be charged accordingly. All officers, except the District Superintendent, Garage Supervisor and Acting Night District Superintendent shall be called in regular rotation.
 - (ii) An officer cannot refuse to work in an emergency. A refusal will be subject to appropriate action according to the Code of Conduct.
- (g) Non-Emergency - If officers are required to work on Sundays in non-emergency situations, they shall be called from their respective Borough lists and charged accordingly.
- (h) Posting - In the Bureau of Cleaning and Collection a Sunday Borough Roster shall be posted at each District Location. In the Bureau of Solid Waste Management Sunday Roster shall be posted at each location. Sunday assignments shall be posted on the bulletin board at these locations on the Monday preceding the said Sunday.
- (i) Mutuals - No officer will be permitted to exchange Sundays for any reason at any time.
- (j) District Emergency List - There shall be a special emergency list established in each Sanitation District. Such list shall be used on a priority basis for employees called in during an emergency. There shall be no less than 30% of the employees so assigned. Assignment to such a "Special Emergency List" shall be made annually at the start of "Night Plow Season" and will be in effect for the duration of the "Night Plow Season", in accordance with this Subsection (j). Such work shall not affect an employee's position on the regular Sunday and Holiday work rotation list. The employee who signs for such "Special Emergency List" must call his/her work location during any snow alert. If the employee is not at home during a snow alert and the employer calls his/her home, whoever answers the call must contact the employee. The employee will not have the right to refuse to report to work. The provisions of this Subsection (j) shall apply only to those districts having a list of 30% or more employees so assigned. If this number is not obtained, no list shall be posted. The location will then use the regular established District list for personnel for emergencies. The provisions of this Subsection (j) which pertain to reporting when contacted during emergencies shall apply to the District list during such emergencies.
 - i. When an Officer declines to work his/her Sunday from the Borough Roster because of a long weekend, he/she still has an obligation to the Emergency List. If he/she is called in, he/she will be charged off the Emergency List. If the same Officer is not on the Emergency List, he/she will be the last to work off the District List regardless of instances worked.
 - ii. When an Officer is not on a long weekend and is up for Sunday work on the Borough List and declines, that Officer shall work in prescribed order from the District List. That Officer can get two declinations if he/she declines to work off both lists.
 - iii. When an Officer is on vacation and declines to work Sunday from the Borough Roster, but volunteers to work off the District or Emergency Lists, he/she will be charged off the Sunday Borough List.

Section 3. Vacations

- (a) Vacations shall be taken in accordance with the Department's vacation order promulgated each year. Changes in such order that

affect employees herein shall be mutually agreed upon by the Union and the Department prior to the promulgation of such order.

(b) In the event that an officer is hospitalized due to illness or injury on vacation, the Chief Medical Officer shall terminate the officer's vacation and place him/her on sick leave.

(c) When on vacation, an officer shall have the option to work as many charts that come due him/her during his/her vacation period. If he/she works, he/she will be charged, if he/she declines, he/she will not be charged with a declination but will make up charts missed when he/she returns to duty. An officer on vacation does not have the option to work his/her chart if his/her assignment is related to a Special Event.

Section 4. Holiday Work

(a) Assignments of Shifts

- (i) All regular assigned night officers regardless of rank will retain their shift, except by mutual agreement.
- (ii) The highest ranking officer assigned to work a holiday shall work the day Borough shift except for (i) above. If there is more than one officer in the highest ranking title so assigned, then, the most senior officer in that title shall have preference to shift, except for (i) above. This provision shall not apply if it requires an officer to work a double shift.
- (iii) Locked in night Officers will not have shift preference when it comes to Holiday night shifts.
- (iv) Whenever an NDS is not activated, he/she will not carry preference for Holiday work shift. However, if an NDS is in his/her assigned slot for three or more days prior to his/her scheduled Holiday, he/she will maintain his/her shift.

(b) Supervisor and General Superintendent (Level I) Roster - Holiday work shall be assigned to Supervisors and General Superintendents (Level I) initially according to previous holiday work on a rotating basis on a Standard Borough Roster.

(c) Transfers or Promotees - Officers transferred or promoted from one location to another shall be slotted on the Holiday Borough Roster in accordance with the last holiday worked in their old location.

(d) New Officers - Newly appointed officers shall be slotted on the Holiday Borough Roster in accordance with their date of appointment. They will be allotted to work after all officers assigned to said location have worked a holiday following this officer's appointment date.

(e) Declination - An Officer cannot decline to work a holiday when scheduled to work except when the Officer is on sick leave, Line-of-Duty Injury leave, vacation, Death-in-Family leave or military leave, however the Officer will work the next scheduled Holiday after returning to duty. An Officer volunteering to work while on vacation or Death-in-Family leave must work that holiday and is charged with a time worked on the Holiday List.

(f) Emergency

- (i) Any officer working a holiday for any reason, and paid for same, shall not get credit for a holiday worked on the regular list and shall work the next regular holiday.
- (ii) In the event that this holiday is Christmas Day, he/she shall work on the next regular holiday after New Years Day.

NOTE: The only exception would be if all officers worked on Christmas Day. In this case an officer would work both Christmas and New Year's Day.

(g) Christmas or New Years Day Falling on a Sunday - Any officer who works a Christmas Day, which falls on a Sunday, or a New Years Day, which falls on a Sunday, shall be charged for Sunday work on the Sunday Borough Roster and credited with working a Christmas or New Year's Day on the Holiday Borough Roster (in the remarks column) but shall not be charged with working a holiday. Any officer who previously worked on a Christmas Day or a New Years Day may decline to work on a Christmas Day or a New Years Day which falls on a Sunday and shall not be charged for declination to work on said Sunday. However, if all officers decline to work on a Christmas Day, which falls on a Sunday, the assignment shall go to the next officer on the Sunday Borough Roster who had not previously worked on a Christmas Day. The same procedure shall apply to New Years Day falling on a Sunday.

On a Monday following a Christmas or New Years Day falling on a Sunday, the Holiday Borough Roster shall be used in making assignments. However, if an officer has worked on a Christmas Day falling on a Sunday and is due to work on the following Monday, he/she shall be excused and instead work on the Monday following New Years Day. If an officer has worked on a New Years Day falling on a Sunday and is due to work on the following Monday, he/she shall be excused and instead work on the next holiday.

This option, permitting an officer who works on a Christmas Day or New Year's Day falling on a Sunday to be excused from working on the following Monday, shall not apply to an officer who has worked a Christmas Day or New Years Day in a previous year.

(h) Posting - In the Bureau of Cleaning and Collection a Holiday Borough Roster shall be posted at all District Locations. In the Solid Waste Management a Holiday Roster shall be posted at all locations. Specific holiday assignments shall be posted on the bulletin boards at these locations one week in advance of said holiday.

(i) Mutuals - No officer will be permitted to exchange Holidays for any reason at any time.

(j) Christmas Day - No officer shall be required to work Christmas Day more than once until each officer on the Borough Roster has worked at least once on that particular holiday. This holds true whether the holiday is a paid holiday or a regular holiday.

(k) New Years Day - No officer shall be required to work New Years Day more than once until each officer on the Borough Roster has worked at least once on that particular holiday. This holds true whether the holiday is a paid holiday or a regular holiday.

(l) Except in an emergency, an officer whose scheduled chart day falls on a holiday he/she is scheduled to work, may be given the option of having a different chart day or receiving compensatory time off on an hour for hour basis. The alternative chart day shall be designated solely by the Borough Superintendent or his/her alternative.

Section 5. Lunch Periods

The daily lunch period shall consist of thirty minutes.

Section 6. Transfers

(a) Seniority

(i) Full seniority in title will prevail on all voluntary transfers in the Bureau of Cleaning and Collection in the following titles:

Supervisor - General Superintendent (Level I)

(ii) Transfer requests from General Superintendents (Level I) shall be for Borough Command only. General Superintendents (Level I) requesting transfers shall submit them in the following manner, specifying from 1 to 3 choices:

- A. Borough Command
- B. Night Borough Superintendent
- C. Solid Waste Management (be specific).

The Borough Superintendent with the approval of the First Deputy Commissioner can assign a General Superintendent (Level I) to any appropriate duties within the bounds of the Borough Command with the following exception:

Night Borough Superintendent shall be assigned in accordance with seniority, subject to a six month trial period during or at the end of which that Night Borough Superintendent may be transferred to another position within the Department if in the sole judgment of the employer, he/she is unqualified.

Supervisors will be required to submit transfer requests in the following manner, specifying from 1 to 3 choices:

- A. District Command (any Sectoror R.O. assignment except Garage Supervisor).
- B. Sector (indicate specific sector number).
- C. Garage assignment (indicate specific shift).
- D. N.D.S. (indicate specific district)
- E. Solid Waste Management (indicate specific location).

(iii) Request for transfer to the Bureau of Solid Waste Management in the Fresh Kills Marine Unloading Facility shall be honored in the following manner:

- A. Employees assigned to the Bureau of Solid Waste Management may be given first priority on submitted transfers.
- B. Bureau of Solid Waste Management employees may be given first priority upon promotion to existing vacancies.
- C. Full seniority will prevail on all other voluntary transfers to the Bureau of Solid Waste Management in the following manner:
 - 1. General Superintendents (Level I) may submit transfers only to the Divisions in Solid Waste Management (Marine Unloading, Marine Transfer Stations, Land Fills).
 - 2. Supervisors may submit transfers to specific locations within the Bureau of Solid Waste Management.
 - 3. Seniority shall not be a criterion for transfer to dispatcher or other specialized position.

4. All transfers made to Marine Unloading in accordance with Subsection (a)(iii) of this Section shall be subject to a six-month trial period during or at the end of which the transferred officer may be transferred to another position within the Department if, in the sole judgment of the Employer, he/she is unqualified.

(b) Application - The following procedure shall be followed when submitting transfer applications:

1. The officer requesting a transfer shall submit his/her request to the Main Office by the posted deadline in writing on the appropriate form provided by the Employer to the First Deputy Commissioner or his/her designee.
2. The Employer (the "Main Office") shall furnish the employee requesting a transfer a dated receipt which shall be his/her record of the transfer request.

(c) Involuntary Transfers - Supervisor

When in the interest of the Employer involuntary transfers of officers in the above title are to be made, the Employer shall notify and consult with the Union one week prior to the physical implementation of such transfers.

(d) Officially Submitted - Transfer must be officially submitted at least two (2) weeks prior to the original official date of promotion, or in the absence of promotions, two (2) weeks prior to date of transfers, or they will not be honored until the next transfer.

NOTE: To be officially submitted, the officer must receive a receipt. The date on said receipt shall be the guide as to the two (2) week gap.

(e) Rotating Superintendents - Involuntary Transfer

Rotating Superintendents who have continuously served as Rotating Officer 12 or more consecutive months in the same Borough Command may be transferred involuntarily to any location in the City where a vacancy exists for which there is no request for a transfer pending. This provision shall not apply to a Rotating General Superintendent who has requested a command.

(f) Supervisor Assignment to OAU, Operations Assistance Unit:

OAU staffing will be filled as follows: 50% by management and 50% by transfer. Odd number staffing will be filled by Management with the next assignment to be filled by transfer. Assignments thereafter will continue in this fashion. Transferees must have had at least an overall Satisfactory Evaluation Rating for the last annual rating period. An employee wishing to transfer to OAU whose last annual evaluation was less than "Satisfactory" will be afforded a review of his/her application by the Commissioner and the Union President. The Commissioner's decision shall be final and not reviewable.

Current Supervisors assigned to OAU (as of the date of this Agreement) will not be affected by the "50% management/50% transfer" (odd to management) agreement stated above. Until the 50% balance is achieved, all new vacancies will be assigned to achieve the 50% balance. If all assigned slots are currently filled via transfers, until such time as there is a "50/50" balance, all the vacancies will be filled by management selection.

Any non-transferable officer cannot receive a "transfer" assignment to OAU until they have completed one year out of the unit.

District Superintendent assignment will remain non-transferable.

Section 7. Job Assignment

- (a) (i) In those districts that have a 12 midnight to 8:00 AM yearly operation, the Department will offer these positions to employees for voluntary transfers. Seniority will prevail on all such transfers. The Department will assign the current 12 - 8 field officer to this position should an officer (supervisor) be presently assigned. All further assignments will be made by voluntary transfer. However, should the Department discontinue staffing the 12:00 midnight to 8:00 AM shift, the officer will be reassigned as rotating officer in assigned district. Nothing in this subsection will impair the Department's right to create, maintain, or abolish shifts as it, in its sole discretion, may determine to be necessary.
- (ii) Shifts - Normally the following assignments will be in effect:
 - 4 to 12 NDS - Supervisor
 - 4 to 12 Garage - Supervisor
 - 12 to 8 Garage - Supervisor
 - 8 to 4 Garage - Supervisor
 - Day Sector - Supervisor
- (iii) In those districts that may require special cleaning for events (i.e. the Democratic National Convention etc.) a special cleaning officer may be assigned. The assignment will be

offered on a seniority basis among the district's rotating officers. In the absence of volunteers, the junior rotating officer shall be assigned. The rotating officer assigned as the special cleaning officer shall, for the purpose of this agreement, become the most senior rotating officer. Should insufficient district rotating officers be available, the cleaning assignment will be offered first to rotating officers within the respective borough, then on a citywide basis. The District Superintendent, after one week, shall have the right to reassign the special cleaning officer if in his/her judgment, subject to the following review, said officer is unable to perform to his/her satisfaction. The District Superintendent will notify the union forty-eight (48) hours prior to any such reassignment, except when ordered by the First Deputy Commissioner or his/her designee. The Borough Commissioner, or his/her designee, shall make him/herself available within said forty-eight (48) hours to mediate such reassignments if challenged.

(b) Time Between Shifts

- (i) A minimum of eight (8) hours must be given between any shift change, except that short shifts shall be permitted when employee swings from Sunday P.M. to Monday A.M.
- (ii) Under no circumstances shall any officer work a double shift. Should this situation arise, then the next low seniority officer will relieve the vacated shift. (Except on a voluntary basis.)
- (iii) Under no circumstances shall the eight (8) hour rule be applied to the same officer twice consecutively.

Example: 4 to 12 on Monday - 8 - 4 on Tuesday
12 to 8 on Wednesday.

(c) Span of Control/Functional Operations

(i) When any equipment is assigned to functional operations, an officer must be assigned for supervision.

- For purposes of this Section (Section 7, (c) (i), (ii)), equipment assigned to a functional operation means: On the Day Shift, equipment assigned to a District Sector. On the Night Shift, during Night Plow Season as established by Department Order, equipment assigned to a District and On the Night Shift, during the Non-Night Plow Season, equipment assigned as stated in subsections (ii) and (iv).

For purposes of this Section, Collection or Other Functional Equipment means all residential household refuse and recycling collection equipment as well as all mechanized equipment assigned to street cleaning functions. E-Z Pack and Roll On-Roll Off equipment, Wreckers and Flat-beds, etc. shall not be included as Collection or Other Functional Equipment.

- Multiple District Coverage, as stated in subsection (iv), falls within the respective boundaries of the current (7) seven Operational Borough Commands.
 - On Sundays and Holidays, assignment of an officer will be as currently assigned. Equipment assigned to Street Fair clean-up will be supervised in accordance with Section 7 (c).
 - Snow operations will continue to be staffed in accordance with current practices.
 - Subject to provisions of the effective collective bargaining agreement including but not limited to Article VIII, management recognizes that the level and manner of supervision for assignments crossing district boundaries is not the same as for assignments remaining within the boundary of one district. Prior to initiating disciplinary action for violations relating to inadequate supervision of equipment while supervising equipment crossing district boundaries, a meeting will be held within three (3) working days of notification to employee and the Union of such violation. The meeting will be held with the Unit head, the Union representative, the employee's supervisor and the employee subject to the proposed discipline. This provision will not serve to prevent the Department from taking immediate action in egregious circumstances warranting such action.
- (ii) One (1) officer for seven (7) collection trucks shall be assigned on both the day and night shifts.
- For the purpose of this Section (Section 7, (c) (ii)), one (1) officer shall be assigned on the Day Shift for seven (7) collection trucks or less plus any other functional piece(s) of equipment. If there is only one piece of equipment as defined in Section (i), above, in a Section, a Supervisor will be assigned. On the Night Shifts, one (1) supervisor shall be assigned for any combination of 7 or less pieces of equipment. No additional field supervisor will be assigned on the night shifts if there are seven (7) or less pieces of any equipment

assigned within the District during any season (Night Plow or Non-Night Plow). Assignment of a supervisor(s) to a district or multiple districts during the Non-Night Plow Season will be as stated in subsection (iv).

Span of control: The ratio of one (1) supervisor for the maximum of seven (7) collection trucks or pieces of equipment as described in this subsection (ii) (i.e., on the assignment of the 8th collection truck or piece of equipment, one (1) additional officer will be assigned, on the assignment of the 15th collection truck or piece of equipment a second additional officer will be assigned, etc.)

(iii) Notwithstanding the provisions set forth in Subsection (ii) above, the Commissioner of the Department of Sanitation or his/her designee shall have the absolute right to change the ratio of officers to collection trucks as set forth in Subsection (ii).

(iv) No additional officers will be assigned on nights if there are seven (7) or less pieces of equipment assigned within the district.

- During the Non-Night Plow Season, the assignment of a supervisor(s) to a Sector on the Day Shift and a District on the Night Shifts will be determined as follows: On the Day Shift, subject to Subsection (iii), above, seven (7) or less trucks assigned to collection, plus any other functional piece(s) of equipment. On the Night shifts, any combination of 7 or less pieces of equipment.
- It is to be clearly understood that the assignments on the night shifts are based on the total pieces of equipment, not just collection trucks, and that this language can not be used to change the ratio on the day shift assignment of a Sector officer, regardless of the season (Night Plow or Non-Night Plow).
- On the Night Shifts during the Non-Night Plow Season when there are two (2) adjoining districts with five (5) or less pieces of equipment (collection and any other functional piece(s) of equipment) assigned to a functional operation, one (1) supervisor will be assigned. This includes equipment that may be assigned for less than a full shift.

Span of control: The ratio of one (1) supervisor for the maximum of five (5) pieces of equipment as described in this subsection (iv) (i.e.: on the assignment of the 6th piece of equipment, one (1) additional officer will be assigned, on the assignment of the 11th piece of equipment a second additional officer will be assigned, etc.)

- On the Night Shifts during the Non-Night Plow Season when there are three (3) adjoining districts with four (4) or less pieces of equipment (collection and any other functional piece(s) of equipment) assigned to a functional operation, one (1) supervisor will be assigned. This includes equipment that may be assigned for less than a full shift. Full scheduled collection routes not to exceed 2 districts. This shall not preclude partial collection in the third district.

Span of control: The ratio of one (1) supervisor for the maximum of four (4) pieces of equipment as described in this subsection (iv) (i.e.: on the assignment of the 5th piece of equipment, one (1) additional officer will be assigned, on the assignment of the 9th piece of equipment a second additional officer will be assigned, etc.)

- On the Night Shifts during the Non-Night Plow Season when only one piece of equipment is assigned to a district, there is no restriction on the number of districts the assigned supervisor can cover. The assignment will go to the district dispatching equipment.
- For the purpose of clarification, "Adjoining" means: Two (2) districts that have a boundary part of which is common to both districts. Three (3) districts whereby one of the three (3) districts has a boundary part of which is common to each of the other two districts.
- For multiple district coverage as stated in this subsection (iv), Seniority will prevail amongst the officers in the affected districts dispatching equipment with preference going to transferred officers. The said district will be obligated for the season. In the event there are no volunteers, inverse seniority will be used amongst the affected officers.

(v) When overtime is ordered, all provisions of this section will remain in effect.

(d) Out of District

- (i) In the absence of volunteers, out of district assignments shall be given to the Junior Rotating Supervisor assigned on days. Junior Rotating Supervisor with prior scheduled night shift relief assignment that day shall be excluded.

(ii) When a Supervisor is to be detached, the Rotating Supervisor shall take the assignment. If there is more than one Rotating Supervisor, the Junior Rotating Supervisor will take the assignment. If no rotating Supervisor is available, the Junior Sector Supervisor assigned for day work will be assigned.

(iii) Under no circumstances shall the regularly assigned Garage Supervisor be detached.

(iv) Under no circumstances shall a Supervisor who is detached (on a daily basis) be assigned to night work, unless said location has no Supervisor working on the day line. This rule does not include the assigned Garage Supervisor.

(v) A newly promoted officer assigned to a district or any other location, shall not be assigned out of his/her location for a period of twenty-eight (28) calendar days from the date of his/her posted assignment.

(vi) If an officer is to be detached for more than one (1) week or for an indefinite period, he/she shall work night reliefs, or any other assignments in accordance with his/her seniority at detached locations.

(vii) If any officer is detached for sixty (60) days or more he/she should be placed on the Sunday and Holiday Roster at the detached location in accordance with the last Sunday or Holiday he/she worked.

(viii) If the least senior day officer is required to work a night shift in another district, he/she cannot bump the regularly assigned relief officer working in his/her district, that night.

(ix) Officers assigned to work out of zone will have four (4) hours of compensatory time added to the book on the first day that such work is performed in each zone.

(x) In the absence of volunteers from among Rotating Supervisors, when two or more Rotating Supervisors are temporarily assigned at the same time to new locations, seniority as among themselves shall prevail as to assignment location and shift. When Rotating Officers are not available, this provision shall also apply to Sector Supervisor.

(xi) Whenever an assigned line is not available (i.e., NDS; C.O.; WEP; etc.) he/she shall be considered an R.O. and he/she shall fall into the seniority of the R.O.s. He/she can go nights or out of town.

(e) Night Relief

(i) In the absence of volunteers from among Rotating Supervisors, night reliefs shall be handled by the three Junior Rotating Supervisors in each payroll location (see xii of this Subsection.)

(ii) This is re-adjusted when Night Plow begins and when Night Plow is over.

(iii) In the event of transfers, promotions or similar personnel changes, the designation of the three Junior Rotating Supervisors will be re-evaluated.

(iv) After establishing the three Junior Rotating Supervisors, they will pick the relief of their choice by seniority.

A. This applies only to the basic Night Chart relief and does not apply to any additional Nights which might come up.

NOTE: Basic Night Chart reliefs are 4/12 G NDS - 12/8 G - 12/8 Field.

B. In the event that the fourth man must make a relief, he/she does not have any choice of shift.

(iv) District night reliefs shall be filled by a Rotating Supervisor. When no Rotating Supervisor is available, the sector supervisor with the least seniority shall be assigned to night relief. When more than one sector supervisor is available, the Sector supervisor with the least seniority shall make no more than two reliefs. Reliefs, thereafter, also limited to two reliefs per Sector supervisor, shall be made in the inverse order of seniority.

(vi) Each of these three (3) must make a minimum of two (2) reliefs within a one week period, before the number four (4) man is used for relief.

(vii) If the number four (4) man is used, he/she must make two (2) reliefs before the fifth man is used, etc.

(viii) If regular night shift Supervisor goes Sick, LODI, Vacation, Jury Duty, Military, T.O, Department Request, etc., he/she will be replaced by the Junior Rotating Supervisor, unless a senior Rotating Supervisor volunteers for said assignment and will remain until incumbent returns. If no Rotating

Supervisor is available, he/she will be replaced by the Junior Section Supervisor until a Rotating Supervisor is available.

- (ix) The Assistant to the NDS or 12-8 Field is assigned by seniority amongst the District Rotating Supervisors. These assignments do not count as night reliefs.
- (x) When the Night Shift Supervisor is absent more than one day in any week, exclusive of chart day, he/she shall be replaced by seniority amongst the available District ROs. If no District RO Supervisor is available, he/she shall then be replaced by the Junior Day Supervisor. Note: The Rotating Supervisor so assigned shall be locked into the vacant position from day one and remain there until the incumbent returns or transfers are made. However, once each calendar year, on a date set by the Department of Sanitation, locked-in Rotating Supervisors assignments shall be adjusted within each District, by volunteers on the basis of seniority, among the Rotating Supervisors in the District.
- (xi) The Day Garage Supervisor shall not be used to replace any other assignment at any time regardless of seniority.
- (xii) A newly appointed Rotating Supervisor shall not be assigned on nights for a period of fourteen (14) calendar days from the date of his/her posted assignment to his/her specific location.
- (xiii) If an officer works on the same shift for four (4) or more nights per week he/she shall be treated as if he/she had a steady shift.
- (xiv) A Rotating Supervisor who volunteers for any shift during snow plow season cannot voluntarily change that shift. A Rotating Supervisor who is involuntarily assigned a shift during snow plow season, may change his/her shift if a less senior Rotating Supervisor is assigned to the district.
- (xv) Where mechanical broom depots are assigned to a district, rotating Supervisors in such district shall be assigned reliefs in such depots. When rotating supervisors are not available, reliefs will be assigned to low Sector Supervisors. Where mechanical broom depots are assigned to a Borough, rotating Supervisors in such Borough shall be assigned reliefs in such depots.
- (xvi) Where a Supervisor is assigned to the 12 midnight to 8 a.m. shift in a Borough and must be relieved, rotating Supervisors in that Borough will make the relief by seniority.
- (xvii) If a rotating Supervisor or Sector Supervisor replaces a night shift officer while on vacation, sick, etc. and the assignment includes part of a week, these nights will be considered an assignment, not a relief.
- (xviii) When an NDS/12-8 Field Officer is not activated, he/she can pick scheduled reliefs and be locked in even on day spots. But, if his/her shift is activated for any reason the NDS/12-8 Field Officer must go to his/her assigned spot.
- (xix) Night Reliefs for Superintendents (GS-I)

Relief: Replacement of night shift Superintendents (NBS) when he/she is on chart only.

Night Reliefs are readjusted when Night Plow Season begins and ends.

Superintendents in split Boroughs (i.e., QE; BkS; Manh; Bx) will pick reliefs among all GS-Is in said Borough by seniority. GS-Is will do one relief before the next GS-I is used.

In absence of volunteers: When the NBS is out for any reason other than a Chart Day, he/she will be replaced by the Junior GS-I RO.

If a night Relief GS-I is absent for any reason, in the absence of volunteers, his/her relief will be done by the Junior GS-I RO in said Borough. Exceptions: The Junior GS-I RO has a pending relief later in the week or has already done his/her one relief earlier in the week.

(f) Officer Replacement

- (i) Garages/ Sectors/Cleaning/Household Bulk - Where vacancies are expected in garage, Sector, cleaning or household bulk officer assignments that are in excess of one week, due to illness, vacation, terminal leave etc., the vacancy shall be filled by seniority from among the Rotating Supervisors in the district. The Rotating Supervisor so assigned shall be locked into the vacant position until the incumbent returns or transfers are made. However, once each calendar year, on a date set by the Department of Sanitation, locked-in Rotating Supervisor assignments shall be adjusted, within each district, on the basis of seniority, among the Rotating Supervisors in that district.

a. When no Rotating Supervisor is available to fill a different assignment (i.e. nights, out-of-town etc.), the locked in

Rotating Supervisor will be given such assignment before an assigned Sector Supervisor, regardless of seniority. In the event there is more than one locked in Rotating Supervisor in said district, seniority among affected supervisors shall prevail.

b. Locked in Rotating Supervisors assigned to a garage position will have the same assignment privileges as an assigned Garage Supervisor.

c. A Sector Supervisor whose Sector is open shall not be used as a backfill for any other Day Supervisor positions.

- (ii) Marine Transfer Station - When an 8 to 4 Marine Transfer Station Supervisor vacancy occurs, and the Department decides to fill such vacancy with an officer as defined herein, it shall be filled by seniority with preference given to the Officers assigned to Marine Transfer Stations.

(g) Notification

- (i) Officers assigned shifts will be posted at the beginning of each week for the period of Monday to Saturday inclusive.
- (ii) These assignments shall be changed only in the event of an emergency such as unexpected Sick, etc. When such changes are made, officers will be given twenty-four (24) hours notice where possible.

(h) Replacing General Superintendent (Level I)

- (i) General Superintendent (Level I) shall be replaced by Rotating Superintendent in the Borough. When no Rotating Superintendent is available, a Supervisor of the district involved will be given the assignment.
- (ii) Night Borough Superintendent shall be replaced with Rotating Superintendent in the Borough. Should the NBS and the Day District Superintendent be absent on the same day, priority shall be given to replace the Night Borough Superintendent.
- (iii) Chart days shall be rotated for Night Borough Superintendents.
- (iv) If a Night District Superintendent is used to replace the Night Borough Superintendent, on his/her chart day, the Borough Superintendent shall, subject to individual determinations, make every effort to rotate his/her assignment between all the Districts in his/her command.

Section 8. Working Conditions

- (a) The employer shall make reasonable efforts to provide employees with sanitary washing and toilet facilities including hot and cold running water, toilet paper, paper towels, proper lighting, ventilation, and adequate locker space.
- (b) An ample supply of potable drinking water shall be available to all employees in their respective work locations.

Section 9. Parking

The Department shall make reasonable efforts, without liability to the city, at locations where parking is provided on Department property for Sanitation employees and sufficient space is available for all employees, to provide an adequate area for supervisors parking. Should insufficient space be available for all employees, parking will be proportionately distributed. This expressed intent of the Department does not imply or express any obligation or commitment on the part of the City and/or Department to make available any such locations or parking facilities. Where such property is provided and so designated for this purpose, the City shall not be obligated to maintain it for parking. The Department and/or the City need not continue to provide such property for parking when the Department and/or the City, in their discretion, decides to make different use of such property. This provision shall not be subject to the grievance/arbitration procedure.

Section 10. Transportation

- (a) Any field officer who requires transportation in order to carry out his/her assignment shall be furnished such transportation by the Employer. Except in an emergency, officers, when engaged in routine supervisory assignments, will not be transported in a vehicle not designed primarily for transportation.
- (b) All vehicles so assigned must conform with all Employer safety regulations.
- (c) In the event no vehicle is available and transportation is required, the officer shall be reimbursed by the Employer for any money spent on public transportation. No officer shall use a private vehicle for official transportation during working hours, under any circumstances.

Section 11. Rights of Officers

- (a) Whenever an officer is called by any other agency of government for interrogation, he/she shall be notified of his/her right to counsel and of Union representation. The officer shall be called whenever

possible during his/her regular shift assignment. In the event the proceedings go beyond his/her normal working hours, the officer shall be compensated in accordance with the overtime provisions negotiated with the City of New York.

(b) When the presence of an officer who is assigned to a night shift is required to appear as a complainant at a Department proceeding, every effort will be made to schedule such proceeding during said officer's normal shift assignment hours. In any event, there shall be no diminution of said officer's income by reason of such required appearance.

Section 12. Summonses

(a) No officer shall be required to act as or perform the duties of a peace officer except in connection with the enforcement of Health Code, Administrative Code and Alternate-Side-of-the-Street Parking regulations which the Department is, by law, required or authorized to enforce.

(b) The Employer shall not maintain a quota system whereby an officer is required to issue a specific number of summonses for violations of Health Code, Administrative Code or Alternate-Side-of-the-Street Parking regulations.

Section 13. Grievance Arbitration Hearings

Individual employee grievants shall be granted leave with pay for such time as is necessary to testify at arbitration hearings.

Leave with pay shall be granted to three (3) employees who are named grievants in a group arbitration proceeding, for such time as is necessary for them to testify at their group arbitration hearings.

Leave with pay for such time as is necessary to testify at their hearings shall be granted to employees who, after final adjudication of proceedings under Section 210 paragraph 2h of the Civil Service Law are determined not to have been in violation of Section 210.

Section 14. Interest

(a) Interest on wage increases shall accrue at the rate of three (3%) per annum from one hundred-twenty (120) days after execution of the applicable contract or one hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment.

(b) Interest on shift differentials, holiday and overtime pay, shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days following their earning or one hundred-twenty (120) days after the execution of this Contract, whichever is later, to the date of actual payment.

(c) Interest accrued under (a) or (b) above shall be payable only if the amount due to an individual employee exceeds five dollars (\$5).

Section 15. Return to Service-Laid Off Employees.

A laid off employee who is returned to service in the employee's former title or in a comparable title from a preferred list, shall receive the basic salary rate that would have been received by the employee had the employee never been laid off, up to a maximum of two (2) years of general salary increases.

Section 16. Lump Sum Payments for Leave Entitlement

Where an employee has an entitlement to accrued annual leave and/or compensatory time, and the City's fiscal condition requires employees who are terminated, laid off or who choose to retire in lieu of layoff be removed from the payroll on or before a specific date, or where an employee reaches the mandatory retirement age, the employer shall provide a monetary value of accumulated and unused annual leave and/or compensatory time allowances standing to this credit in a lump sum. Such payment shall be in accordance with the provisions of Executive Order 30, dated June 24, 1975.

Where an employee has an entitlement to terminal leave and the City's fiscal situation requires that employees who are terminated, laid off or retire be removed from the payroll on or before a specific date, or where an employee reaches the mandatory retirement age, the employer shall provide a monetary lump sum payment for terminal leave in accordance with the provisions of Executive Order 31, dated June 24, 1975.

Section 17. Terminal Leave

(a) Effective July 1, 1977, any employee applying for either ordinary or line-of-duty disability retirement, shall begin to receive all of his/her accrued time, including accrued vacation, compensatory time, terminal leave and any other accrued leave, as of the date he/she submits a disability retirement application.

(b) The resolution of the Board of Estimate of the City of New York dated June 27, 1957, states the following:

Members of the Force shall be granted terminal leave with pay upon retirement not to exceed one month for every ten years of service, pro-rated for a fractional part thereof, provided, however, that no terminal leave shall be granted to an

employee against whom departmental disciplinary charges are pending.

Effective February 1, 2015, the parties agree that such Employees as described in the Resolution above and are entitled to payment shall now be entitled to voluntarily choose the option of a one-time lump sum payment as their terminal leave benefit in lieu of their current terminal leave benefit prior to retirement. Such payments shall be made as soon as practicable after retirement.

In the event that a change in legislation is needed to effectuate this agreement, the parties agree to jointly support the necessary legislation to implement the terms of this Section 17.

Section 18. Performance Compensation

The City acknowledges that each of the uniformed forces performs an important service that reflects the diverse missions of the City's uniformed agencies. In order to reward service of an outstanding, exceptional nature, each of the uniformed agencies will establish a performance compensation program to recognize and reward such service, tailored to the unique missions of the individual uniformed agency.

The parties agree that additional compensation may be paid to employees performing outstanding, exemplary, difficult and/or unique assignments. The City will notify and discuss with each affected union of its intent to pay such additional compensation and the individuals to be compensated.

The criteria for the granting of performance-based compensation shall be based upon outstanding performance in the work assigned, and/or performance of unique and difficult work.

The performance-based compensation payments provided for in this section shall be one-time, non-recurring cash payments subject to applicable pension law. An employee can receive no more than one payment annually.

This provision shall not affect any existing productivity programs covered in any existing collective bargaining agreements. Nor shall this provision be construed to waive any obligation of the City to negotiate over future productivity programs as required by applicable law.

ARTICLE VIII - PRODUCTIVITY AND PERFORMANCE

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness the parties hereby agree to the following terms:

Section 1. Performance Levels

(a) The Union recognizes the Department of Sanitation's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules and to measure the performance of each employee or group of employees. For the purpose of this Section the Union may, under Section 1173-4.3b of the New York City Collective Bargaining Law, assert to the Department of Sanitation and/or the Board of Collective Bargaining during the term of this agreement that the Department of Sanitation's decisions on the foregoing matters have a practical impact on employees, within the meaning of the Board of Collective Bargaining's Decision No. B-9-68. The Department of Sanitation will give the Union prior notice of establishment and/or revision of performance standards or norms hereunder.

(b) Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

Section 2. Supervisory Responsibility

The Union recognizes the Department of Sanitation's right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised employees for employees in supervisory positions. For the purposes of this Section, the Union may, under Section 1173-4.3b of the New York City Collective Bargaining Law, assert to the Department of Sanitation and/or the Board of Collective Bargaining during the term of this agreement that the Department of Sanitation's decisions on the foregoing matters have a practical impact on employees, within the meaning of the Board of Collective Bargaining Decision No. B-9-68. The Department of Sanitation will give the Union prior notice of establishment and/or revision of standards of supervisory responsibility hereunder. Employees who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

ARTICLE IX - LABOR MANAGEMENT COMMITTEESection 1.

The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee.

Section 2.

The labor-management committee shall consider and recommend to the agency head changes in working conditions of the employees within the agency who are covered by this Agreement. Matters subject to the Grievance Procedure shall not be appropriate items for consideration by the labor-management committee.

Section 3.

The labor-management committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the agency head shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. The Committee shall select a chairman from among its members at each meeting. The chairmanship of the committee shall alternate between the members designated by the agency head and the members designated by the Union. The committee shall make its recommendations to the agency head in writing.

Section 4.

The labor-management committee shall meet at the call of either the Union or the Employer members at times mutually agreeable to both parties. At least one week in advance of a meeting the party calling the meeting shall provide to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of a committee.

ARTICLE X - GRIEVANCESSection 1. Grievance Representation

- (a) There shall be one shop steward designated by the Union for each of the eleven zones in the Department plus one shop steward for Solid Waste Management.
- (b) There shall be one shop steward designated by the Union for each district and he/she shall have the right to present grievances to the supervisor in charge of the location to which he/she is assigned.
- (c) District Shop Stewards will not be assigned to night work on the nights when Union meetings are scheduled.

Section 2. Grievance Procedure

- (a) Definition: The term "grievance" shall mean:
 - (A) A dispute concerning the application or interpretation of the terms of this collective bargaining agreement;
 - (B) A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting the terms and conditions of employment; provided, disputes involving the Rules and Regulations of the City Personnel Director shall not be subject to the Grievance Procedure or arbitration;
 - (C) A claimed assignment of employees to duties substantially different from those stated in their job specifications; and
 - (D) A claimed improper holding of an open competitive rather than a promotional examination.
- (b) The Grievance Procedure, except for paragraph (D) of Subsection (a), shall be as follows:

Step 1. The employee and/or the Union shall present the grievance verbally or in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the third work day following the date of submission.

Step 2. An appeal from an unsatisfactory determination at Step 1 shall be presented in writing to the person designated by the agency head for such purpose. The appeal must be made within five (5) working days of the receipt of the Step 1 determination. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance. The person designated to receive the appeal at this Step shall meet with the employee and/or the Union for review of the grievance and shall issue a

determination in writing to the employee and/or the Union by the end of the tenth work day following the date on which the appeal was filed.

Step 3. An appeal from an unsatisfactory determination at Step 2, shall be presented in writing to the agency head or his/her designated representative. The appeal must be made within five (5) working days of the receipt of the Step 2 determination. The agency head or his/her designated representative, if any, shall meet with the employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following date on which the appeal is received.

Step 4. An appeal from an unsatisfactory determination at Step 3 shall be presented by the employee and/or the Union to the Commissioner of Labor Relations, in writing, within ten (10) working days of the receipt of the Step 3 determination. Copies of such appeal shall be sent to the agency. The Commissioner of Labor Relations or his/her designee shall review all appeals from Step 3 determinations and shall answer such appeals within ten (10) working days following the date on which the appeal was filed.

Step 5. An appeal from an unsatisfactory determination at Step 4 may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) working days of receipt of the Step 4 determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance." The Employer shall commence such arbitration by submitting a written request therefore to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accord with Title 61 of the Rules of the City of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer. The determination or award of the arbitrator shall be final and binding in accord with applicable law and shall not add to, subtract from or modify any contract, rule, regulation, written policy or order mentioned in Subsection (a) of this Section.

(c) As a condition to the right of the Union to invoke impartial arbitration set forth in this Section, including the arbitration of a grievance involving a claimed improper holding of an open-competitive rather than a promotional examination, the employee or employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the employee or employees and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

(d) Any grievance of a general nature affecting a large group of employees and which concerns the claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this agreement shall be filed at the option of the Union at Step 3 of the Grievance Procedure, without resort to previous steps.

(e) If grievances covering the same issue are filed by two or more employees without the aid or assistance of the Union, the determination of the first two of such grievances shall be dispositive of the remainder of such grievance.

(f) If a determination satisfactory to the Union at any level of the Grievance Procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at Step 3 of the Grievance Procedure; or if a satisfactory Step 3 determination has not been so implemented, the Union may institute a grievance concerning such failure to implement at Step 4 of the Grievance Procedure.

(g) If the Employer exceeds any time limit prescribed at any step in the Grievance Procedure, the grievant and/or the Union may invoke the next step of the procedure, except, however, that only the Union may invoke impartial arbitration under Step 5.

(h) The Employer shall notify the Union in writing of all grievances filed by employees, all grievance hearings, and all determinations. The Union shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours' notice of all grievance hearings.

(i) Each of the steps in the Grievance Procedure, as well as time limits prescribed at each step of this Grievance Procedure, may be waived by mutual agreement of the parties.

(j) All grievances as defined in Section 2(a)(C) shall be submitted only in writing. In no event shall any monetary award cover any period prior to the date of filing of the Step 1 grievance.

(k) (i) Any grievance relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.

(ii) A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Subsections (b) and (c) above. Such a grievance shall be presented by the Union, in writing or arbitration within 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to him/her. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

(l) The grievance and the arbitration procedure contained in this agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law. This section shall not be construed in any manner to limit the statutory rights and obligations of the Employer. The sole remedy for alleged violations of this Collective Bargaining Agreement shall be a grievance pursuant to Article X of this Agreement. Any employee who withholds services as a means of redressing or otherwise protesting alleged violations of this Collective Bargaining Agreement shall be docked pay for any unauthorized non-performance of work and may be subject to any appropriate disciplinary action.

ARTICLE XI - NO STRIKES

In accord with the New York City Collective Bargaining Law, as amended, neither the Union nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE XII - UNION ACTIVITY

Time spent by employee representatives to conduct labor relations with the City on union activities shall be governed by the terms of Mayor's Executive Order No. 75, as amended March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and its Employees and on Union Activity." No employee shall otherwise engage in Union activities during the time he/she is assigned to his/her regular duties.

ARTICLE XIII - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are modified by and subject to any applicable provisions of law, including the New York State Financial Emergency Act for the City of New York, as amended.

ARTICLE XIV - APPENDICES

The Appendix or Appendices, if any, attached hereto and initialed by the undersigned shall be deemed a part of this Agreement as if fully set forth herein.

ARTICLE XV - SAVINGS CLAUSE

Section 1.

In the event that any provisions of this Agreement are found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions thereof.

Section 2.

This Agreement expresses all agreements and understandings between the parties and no other agreement, understanding or practice shall be of any force or effect.

WHEREFORE, we have hereunto set our hands and seals this 3rd day of June 2022.

CITY OF NEW YORK

SANITATION OFFICERS
ASSOCIATION, LOCAL 444,
SERVICE EMPLOYEES
INTERNATIONAL UNION
AFL-CIO

BY: _____/s/
RENEE CAMPION
Commissioner of
Labor Relations

BY: _____/s/
JOSEPH MANNION
President

APPROVED AS TO FORM: _____/s/
_____/s/

BY: _____/s/
ERIC EICHENHOLTZ
Acting Corporation Counsel
_____/s/

SUBMITTED:
FINANCIAL CONTROL BOARD

BY: June 3, 2022

UNIT: Sanitation Officers
TERM: July 2, 2019 to June 24, 2023

The City of New York
Office of Labor Relations
22 Cortlandt St, 14th Floor
New York, NY 10007
<http://nyc.gov/olr>

May 23, 2022

Joseph Mannion
President
Sanitation Officers Association
96-10 Linden Blvd.
Ozone Park, New York 11417

RE: Agreement covering the period July 2, 2019 to June 24, 2023

Dear Mr. Mannion:

The parties recognize that, pursuant to Administrative Code Section 12-127, the City is obligated to pay for the cost of line of duty injury prescription drugs for Sanitation Officers Association ("SOA") members. The parties further recognize that a significant number of SOA members have utilized the union Health and Welfare Fund to pay for these prescription drugs without reimbursement by the City. The SOA agrees to waive any and all claims retroactively and prospectively against the City for the reimbursement of the cost of line of duty prescription drugs.

If the above conforms to your understanding, please execute the signature line below.

Sincerely,

_____/s/
_____/s/
Renee Campion
_____/s/

Agreed and Accepted on behalf of the SOA:

_____/s/
BY: _____/s/
Joseph Mannion
President
_____/s/

The City of New York
Office of Labor Relations
22 Cortlandt St, 14th Floor
New York, NY 10007
<http://nyc.gov/olr>

May 23, 2022

Joseph Mannion
President
Sanitation Officers Association
96-10 Linden Blvd.
Ozone Park, New York 11417

RE: Agreement covering the period July 2, 2019 to June 24, 2023

Dear Mr. Mannion:

This is to confirm the parties' mutual understanding and agreement regarding the Supplemental Annuity Fund to provide supplemental benefits to Sanitation Officers, represented by the Sanitation Officers Association ("SOA"), who have attained a normal service retirement after twenty (20) years of service.

Effective July 2, 2019, the City of New York shall contribute to the Supplemental Annuity Fund in the below annual amounts to provide the supplemental benefit for this category of retirees.

Effective Date	Annual Amount
7/2/2019	\$715.69
7/2/2020	\$733.58
7/2/2021	\$755.59

The annual lump-sum amount to be contributed shall be adjusted by any future across-the-board wage increases and shall be predicated on the active head count as of the cycle used for the payment of annuity monies encompassing the February 13th date in each succeeding year and paid in accordance with the terms of the supplemental agreement. These amounts shall be paid into a separate Supplemental Annuity Fund maintained for this purpose. The Fund shall be maintained in accordance with the provisions of a supplemental agreement to be entered into between the City and the Union approved as to form by the Corporation Counsel and shall be subject to periodic audit by the Comptroller of the City of New York.

In the event that enabling legislation is required to achieve the above outcome, the City and the Sanitation Officers Association agree to jointly support such legislation subject to the approval by both the City and the Union of the language and other terms of the said legislation and the understanding that the City shall not bear any other costs of the benefit improvement except to provide the annual amounts set forth herein. In such case, the provisions of the above agreement shall not become final and binding unless and until the State Legislature and the Governor enact into law the provisions of the enabling legislation. If for any reason the enabling legislation is not enacted into law, then the above agreement shall be rendered null and void from its inception, and the parties shall be required to negotiate an entirely new agreement.

In the event that any provision of the enabling legislation once enacted into law shall for any reason be adjudged to be invalid or unconstitutional by a Court of competent jurisdiction, the above agreement shall cease nunc pro tunc and the parties shall be required to negotiate a new agreement.

In the event that this agreement jeopardizes the tax qualifications of the City's pension systems, the City and the Sanitation Officers Association agree to jointly work to resolve such issues, and, if necessary, to renegotiate the terms of this agreement.

If the above conforms to your understanding, please execute the signature line below.

Sincerely,

/s/
/s/

Renee Campion
/s/

Agreed and Accepted on behalf of the SOA:

/s/

BY: _____
Joseph Mannion
President /s/

The City of New York
Office of Labor Relations
22 Cortlandt St, 14th Floor
New York, NY 10007
<http://nyc.gov/olr>

Joseph Mannion
President
Local 444, SEIU
Sanitation Officers Association
96-10 Linden Blvd., 1st Floor
Ozone Park, NY 11417

Re: Agreement covering the period from July 2, 2019 to June 24, 2023

Dear Mr. Mannion:

Effective upon ratification, there will continue to be an assignment differential, not to exceed 12% above the basic maximum salary, payable in accordance with the schedule shown below, to certain Sanitation Officers (four positions) detailed on "special assignment" in the Citywide Transportation Unit (CTU) (two positions), the Executive Officer to the Director of the Bureau of Operations (one position), and the Operations Assistance Unit (OAU) (one GS-I position).

Criteria.

- Special Assignment is revocable without review/appeal; is not subject to the transfer and assignment provisions of the collective bargaining agreement and is solely at Commissioner's discretion; assignment differential ends when assignment ends

- Employee must maintain all licenses, certifications, etc. required during assignment to CTU

"Special Assignment"	
First year of assignment:	3%
Second year of assignment:	6%
Third year of assignment:	9%
Fourth year of assignment:	12%

Very truly yours,
/s/
Renee Campion
/s/

Agreed and Accepted on Behalf of Local 444, SEIU

BY: /s/
Joseph Mannion
President
/s/

The City of New York
Office of Labor Relations
22 Cortlandt St, 14th Floor
New York, NY 10007
<http://nyc.gov/olr>

Joseph Mannion
President
Local 444, SEIU
Sanitation Officers Association
96-10 Linden Blvd., 1st Floor
Ozone Park, NY 11417

Re: Agreement covering the period from July 2, 2019 to June 24, 2023

Dear Mr. Mannion:

This is to confirm our mutual understanding and agreement that effective April 1, 2003, the Sanitation Officer Association has allocated funds from the additional compensation funds in the SOA Agreement for the period October 1, 2000 to April 30, 2003 to provide a maximum of seventy-five (75) days of release time with pay and benefits annually. Any days unused in a given year shall not be carried over.

Subject to the exigencies of the Department, the allocation of these days shall be made in the Union's discretion. The Union shall give the Department sufficient notice in advance of the Union's intent to use such days.

Very truly yours,
/s/
Renee Campion
/s/

AGREED AND ACCEPTED ON BEHALF OF LOCAL 444

BY: /s/
Joseph Mannion
President
/s/

The City of New York
Office of Labor Relations
22 Cortlandt St, 14th Floor
New York, NY 10007
<http://nyc.gov/olr>

Joseph Mannion
President
Local 444, SEIU
Sanitation Officers Association
96-10 Linden Blvd., 1st Floor
Ozone Park, NY 11417

Re: Agreement covering the period from July 2, 2019 to June 24, 2023

Dear Mr. Mannion:

This is to confirm our mutual understanding and agreement that in the context of an overall settlement in the negotiations for the collective bargaining agreement covering the period from November 13, 2007 through July 1, 2012, Local 444 agreed that any claims of any nature relating to all issues, outstanding or settled, with respect to the "Gerber" and "Kaufman" arbitration awards have been resolved and disposed of fully.

Accordingly, Local 444 agrees to refrain from seeking to enforce any of the terms of the aforementioned awards, and further agrees to refrain from seeking to enforce the Order and Judgment of the Honorable Robert D. Lippmann, dated and entered on October 16, 2006, and the Order and Judgment of the Honorable Diane A. Lebdeff, dated January 7, 1998.

Local 444 and grievants in the above-named matters hereby jointly and severally release the City of New York and the Department

from any and all claims, whether at law, in equity, or in any proceeding, contractual or otherwise, which it may now have or which they may have had theretofore in connection with the "Gerber" and "Kaufman" arbitration awards.

If the above accords with your understanding, please execute the signature line below.

Very truly yours,

/s/

RENEE CAMPION

/s/

AGREED AND ACCEPTED ON BEHALF OF LOCAL 444

BY:

/s/

Joseph Mannion
President

/s/

The City of New York
Office of Labor Relations
22 Cortlandt St, 14th Floor
New York, NY 10007
<http://nyc.gov/olr>

Joseph Mannion
President
Local 444, SEIU
Sanitation Officers Association
96-10 Lindon Blvd, 1st Floor
Ozone Park, NY 11417

Re: Agreement covering the period from July 2, 2019 to June 24, 2023

Dear Mr. Mannion:

This is to confirm our mutual understanding and agreement that effective January 1, 2007, the Sanitation Officers Association shall be permitted five (5) additional full-time positions with full pay and benefits pursuant to Executive Order No. 75.

The Union's 2003-2007 collective bargaining settlement had been charged to fully fund these additional positions.

These five (5) positions are in addition to the one (1) additional full-time position with full pay and benefits effective July 31, 1999, that the Sanitation Officers Association shall be permitted pursuant to Executive Order No. 75 which had been funded in the 2000-2003 collective bargaining settlement.

Very truly yours,

/s/

Renee Campion

/s/

The City of New York
Office of Labor Relations
22 Cortlandt St, 14th Floor
New York, NY 10007
<http://nyc.gov/olr>

Joseph Mannion
President
Local 444, SEIU
Sanitation Officers Association
96-10 Linden Blvd., 1st Floor
Ozone Park, NY 11417

Re: Agreement covering the period from July 2, 2019 to June 24, 2023

Dear Mr. Mannion:

This is to confirm our mutual understanding and agreement that effective December 13, 2008, and June 2, 20 IT, respectively, the Sanitation Officers Association shall be permitted one (1) additional full-time position with full pay and benefits pursuant to Executive Order No. 75.

The Union's collective bargaining settlement has been charged to fully fund these two (2) additional positions.

If the above conforms 10 your understanding, please execute the signature line below.

Very truly yours,

/s/

Renee Campion

Commissioner

/s/

Agreed and Accepted on Behalf of Local 444, SEIU

/s/

BY:

Joseph Mannion
President

/s/

The City of New York
Office of Labor Relations
22 Cortlandt St, 14th Floor
New York, NY 10007
<http://nyc.gov/olr>

Joseph Mannion
President
Local 444, SEIU
Sanitation Officers Association
96-10 Linden Blvd., 1st Floor
Ozone Park, NY 11417

Re: Agreement covering the period from July 2, 2019 to June 24, 2023

Dear Mr. Mannion:

This will confirm that the City of New York, as employer of the bargaining unit of Sanitation Officers, (the 'Employer') agrees, in accordance with applicable law, that any conversion of the function(s) of the Department of Sanitation to any public authority established by or at the request of the Mayor, City Council, or other Governmental body, insofar as such functions pertain to that bargaining unit, shall be conditioned upon the public authority's acceptance of (i) its obligation to recognize and bargain with the Sanitation Officers Association, Local 444, S.E.1.U. (the 'Union') and (ii) the terms of the then existing collective bargaining agreement between the Employer and the Union for the remainder of that agreement's effective period.

Very Truly yours,

/s/

Renee Campion

/s/

The City of New York
Office of Labor Relations
22 Cortlandt St, 14th Floor
New York, NY 10007
<http://nyc.gov/olr>

Joseph Mannion
President
Sanitation Officers Association
96-10 Linden Blvd.
Ozone Park, New York 11417

RE: Juneteenth Holiday

Dear Mr. Mannion,

This letter is to confirm the understanding of the parties regarding the addition of Juneteenth as a regular holiday with pay for full-time employees covered by the collective bargaining agreement between the City of New York and the Sanitation Office 1rs Association (SOA). Effective upon the date of the execution of this letter agreement, Juneteenth shall be a regular holiday with pay for all such employees, consistent with the holiday language set forth within Article IV, Section 4 of the Sanitation Officers collective bargaining agreement.

The terms of the Sanitation Officers collective bargaining agreement shall continue in full force and effect except as modified by this letter agreement. The provisions of this letter shall be deemed part of the Sanitation Officers collective bargaining agreement as if fully set forth therein.

If you concur with the contents set forth herein, please execute the signature line provide below.

Very truly yours,

/s/

RENEE CAMPION

/s/

AGREED AND ACCEPTED
ON BEHALF OF SOA

BY:

/s/

Joseph Mannion
President

/s/

The City of New York
Office of Labor Relations
22 Cortlandt St, 14th Floor
New York, NY 10007
<http://nyc.gov/olr>

May 5, 2014

Harry Nespoli
Chair, Municipal Labor Committee
125 Barclay Street
New York, NY 10007

Dear Mr. Nespoli:

This is to confirm the parties' mutual understanding concerning the following issues:

1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the \$65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.
2. Effective July 1, 2014, the Stabilization Fund shall convey \$1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of \$150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, \$ 60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties.
3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.
4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings.
5. The MLC agrees to generate cumulative healthcare savings of \$3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) \$400 million in Fiscal Year 2015; (ii) \$700 million in Fiscal Year 2016; (iii) \$1 billion in Fiscal Year 2017; (iv) \$1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than \$3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first \$365 million of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first \$365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first \$365 million. Additional savings beyond \$1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.
6. The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans, Medicare Advantage, and the more effective delivery of health care.
7. Dispute Resolution
 - A. In the event of any dispute under this agreement. the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.
 - B. Such dispute shall be resolved within 90 days.
 - C. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
 - D. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.

- E. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
- F. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

If the above accords with your understanding and agreement, kindly execute the signature line provided.

Sincerely,
/s/
Robert W. Linn Commissioner
/s/

Agreed and Accepted on behalf of the Municipal Labor Committee:

BY: /s/
Harry Nespoli, Chair
/s/

The City of New York
Office of Labor Relations
22 Cortlandt St, 14th Floor
New York, NY 10007
<http://nyc.gov/olr>

June 28, 2018

Harry Nespoli, Chair
Municipal Labor Committee
125 Barclay Street
New York, New York

Dear Mr. Nespoli:

- 1) This is to confirm the parties' mutual understanding concerning the health care agreement for Fiscal Years 2019 - 2021:
 - a) The MLC agrees to generate cumulative healthcare savings of \$1.1 billion over the course of New York City Fiscal Years 2019 through 2021. Said savings shall be generated as follows:
 - i) \$200 million in Fiscal Year 2019;
 - ii) \$300 million in Fiscal Year 2020;
 - iii) \$600 million in Fiscal Year 2021, and
 - iv) For every fiscal year thereafter, the \$600 million per year savings on a citywide basis in healthcare costs shall continue on a recurring basis.
 - b) Savings will be measured against the projected FY 2019-FY 2022 City Financial Plan (adopted on June 15, 2018) which incorporates projected City health care cost increases of 7% in Fiscal Year ("FY") 2019, 6.5% in FY 2020 and 6% in FY 2021. Non-recurring savings may be transferrable within the years FY 2019 through FY 2021 pursuant only to l(a)(i), l(a)(ii) , l(a)(iii) above. For example:
 - i) \$205 million in FY 2019 and \$295 million in FY 2020 will qualify for those years' savings targets under l(a)(i) and l(a)(ii) .
 - ii) \$210 million in FY 2019, \$310 million in FY 2020, and \$580 million in FY 2021 will qualify for those years' savings targets under l(a)(i), l(a)(ii), l(a)(iii).
 - iii) In any event, the \$600 million pursuant to I(a)(iv) must be recurring and agreed to by the parties within FY 2021, and may not be borrowed from other years.
 - c) Savings attributable to CBP programs will continue to be transferred to the City by offsetting the savings amounts documented by Empire Blue Cross and GHI against the equalization payments from the City to the Stabilization Fund for FY 19, FY 20 and FY 21, unless otherwise agreed to by the City and the MLC. In order for this offset to expire, any savings achieved in this manner must be replaced in order to meet the recurring obligation under l(a)(iv) above.
 - d) The parties agree that any savings within the period of FY 2015 - 2018 over \$3.4 billion arising from the 2014 City/MLC Health Agreement will be counted towards the FY 2019 goal. This is currently estimated at approximately \$131 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries.
 - e) The parties agree that recurring savings over \$1.3 billion for FY 2018 arising under the 2014 City/MLC Health Agreement will be counted toward the goal for Fiscal Years 2019, 2020, 2021 and for purposes of the recurring obligation under l(a)(iv) above. This is currently estimated at approximately \$40 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's

actuaries. Once the amount is finalized, that amount shall be applied to Fiscal Years 2019, 2020, 2021 and to the obligation under l(a)(iv).

- 2) After the conclusion of Fiscal Year 2021, the parties shall calculate the savings realized during the 3 year period. In the event that the MLC has generated more than \$600 million in recurring healthcare savings, as agreed upon by the City's and the MLC's actuaries, such additional savings shall be utilized as follows:
a) The first \$68 million will be used by the City to make a \$100 per member per year increase to welfare funds (actives and retirees) effective July 1, 2021. If a savings amount over \$600 million but less than \$668 million is achieved, the \$100 per member per year (actives and retirees) increase will be prorated.
b) Any savings thereafter shall be split equally between the City and the MLC and applied in a manner agreed to by the parties.
3) Beginning January 1, 2019, and continuing unless and until the parties agree otherwise, the parties shall authorize the quarterly provision of the following data to the City's and MLC's actuaries on an ongoing quarterly basis: (1) detailed claim-level health data from Emblem Health and Empire Blue Cross including detailed claim-level data for City employees covered under the GHI-CBP programs (including Senior Care and Behavioral Health information); and (2) utilization data under the HIP-HMO plan. Such data shall be provided within 60 days of the end of each quarterly period. The HIP-HMO utilization data will also be provided to the City's and MLC's actuaries within 60 days of the execution of this letter agreement for City Fiscal Year 2018 as baseline information to assess ongoing savings. The HIP-HMO data shall include: (i) utilization by procedure for site of service benefit changes; (ii) utilization by disease state, by procedure (for purposes of assessing Centers of Excellence); and (iii) member engagement data for the Wellness program, including stratifying members by three branches (level I, II and II). The data shall include baseline data as well as data regarding the assumptions utilized in determining expected savings for comparison. The data described in this paragraph shall be provided pursuant to a data sharing agreement entered into by the City and MLC, akin to prior data agreements, which shall provide for the protection of member privacy and related concerns, shall cover all periods addressed by this Agreement (i.e., through June 30, 2021 and thereafter), and shall be executed within thirty days of the execution of this letter agreement.
4) The parties agree that the Welfare Funds will receive two \$100 per member one-time lump-sum payments (actives and retirees) funded by the Joint Stabilization Fund payable effective July 1, 2018 and July 1, 2019.
5) The parties recognize that despite extraordinary savings to health costs accomplished in the last round of negotiations through their efforts and the innovation of the MLC, and the further savings which shall be implemented as a result of this agreement, that the longer term sustainability of health care for workers and their families, requires further study, savings and efficiencies in the method of health care delivery. To that end, the parties will within 90 days establish a Tripartite Health Insurance Policy Committee of MLC and City members, chaired by one member each appointed by the MLC and the City, and Martin F. Scheinman, Esq. The Committee shall study the issues using appropriate data and recommend for implementation as soon as practicable during the term of this Agreement but no later than June 30, 2020, modifications to the way in which health care is currently provided or funded. Among the topics the Committee shall discuss:
a) Self-insurance and/or minimum premium arrangements for the HIP HMO plan.
b) Medicare Advantage- adoption of a Medicare Advantage benchmark plan for retirees
c) Consolidated Drug Purchasing- welfare funds, PICA and health plan prescription costs pooling their buying power and resources to purchase prescription drugs.
d) Comparability- investigation of other unionized settings regarding their methodology for delivering health benefits including the prospect of coordination/cooperation to increase purchasing power and to decrease administrative expenses.
e) Audits and Coordination of Benefits- audit insurers for claims and financial accuracy, coordination of benefits, pre-65 disabled Medicare utilization, End Stage Renal Disease, PICA, and Payroll Audit of Part Time Employees.
f) Other areas- Centers of Excellence for specific conditions; Hospital and provider tiering; Precertification Fees; Amendment of Medicare Part B reimbursement; Reduction of cost for Pre-Medicare retirees who have access to other

coverage; Changes to the Senior Care rate; Changes to the equalization formula.

- g) Potential RFPs for all medical and hospital benefits.
h) Status of the Stabilization Fund.

The Committee will make recommendations to be considered by the MLC and the City.

- 6) The joint committee shall be known as the Tripartite Health Insurance Policy Committee (THIPC) and shall be independent of the existing "Technical Committee." The "Technical Committee" will continue its work and will work in conjunction with the THIPC as designated above to address areas of health benefit changes. The Technical Committee will continue to be supported by separate actuaries for the City and the MLC. The City and the MLC will each be responsible for the costs of its actuary.
7) In the event of any dispute under sections 1-4 of this Agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Martin Scheinman for resolution consistent with the dispute resolution terms of the 2014 City/MLC Health Agreement:
a) Such dispute shall be resolved within 90 days.
b) the equalization formula.
c) Potential RFPs for all medical and hospital benefits.
d) Status of the Stabilization Fund.

If the above conforms to your understanding, please countersign below.

Sincerely,
/s/
Robert W. Linn
/s/

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: /s/
Harry Nespole, Chair
/s/

j14

CHANGES IN PERSONNEL

ADMIN FOR CHILDREN'S SVCS
FOR PERIOD ENDING 04/29/22

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Lists personnel changes for ADMIN FOR CHILDREN'S SVCS FOR PERIOD ENDING 04/29/22.

ADMIN FOR CHILDREN'S SVCS
FOR PERIOD ENDING 04/29/22

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Lists personnel changes for ADMIN FOR CHILDREN'S SVCS FOR PERIOD ENDING 04/29/22.

Table with columns: NAME, LAST NAME, ID, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include ZENG WINNIE, ZENTENO JANETTE, ZIEGLER MICHAEL.

HRA/DEPT OF SOCIAL SERVICES FOR PERIOD ENDING 04/29/22

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include ALBERT KASSON, ALCANTARA ORQUIDEA, ALSAIDI BADR, ANTOINE JASMINE, ARCHER ALLISON, ASANTE KWAME, ASSOON RAMONA, BAE JEONG MI, BARRY AISSATOU, BATISTA CARMEN, BITAR KARINA, BOYD SHAMING, BROWN CHARNEIT, BROWN LAQUASHA, BYRON ASYA, CELESTIN MAGDALA, CHARNAYA GALINA, CHEN FENG, CLARKE TIFFANY, COYE ALEITA, CROWE LOY.

HRA/DEPT OF SOCIAL SERVICES FOR PERIOD ENDING 04/29/22

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include CUA DARYLL, DESTINVILLE EMONDE, EDWARDS DEVELYN, EDWARDS KRISTAL, ESPINOSA MARGARET, ETIENNE MONICA, FAURELUS NAHOMIE, GAO XUN, GERMAN VILLALON, GHAZNAVI CONSTANC, GIFF BRYAN, GILZEAN RONNIE, GOFF CHERYL, GOLD LEWIS, HOLMES DAVID, HOODA MAMTA, IKE SEBASTIA, IMAYEGUAAHI GRETA, IWELU KIDOCUK, JACKSON-LIPSCOM LADONNA, JAMES PHILLIP, JEAN-LOUIS MARIE, JIMENEZ MATOS KATHERIN, JONES LILLIE, KABIR MD, LABELLE CHERYL, LUTTRELL ROBERT, MADERA NURYS, MAKINDE RANTI, MARTIN MARY, MARTIN NAKIA, MASON SHANICE, MEJIAS YOLANDA, MUHIT SHILA, NOVET JAY, OBOSI AUGUSTIN, PACHECO SABRA, PARKER KAY, PEREZ ISMELDA, PHAM MIKE, POLIDURA TAISHA, PRICE LASHAWN, PUTNEY CHARITA, RAHMAN NAHDUR, RAMIREZ LINDA, REZTSOVA LELA, ROSARIO GLENYS, RUSSELL ALBERT, SAINT-VIL FRESNY, SANOGUEL CHRISTIA, SCOTT-MCFADDEN MARRICKA.

HRA/DEPT OF SOCIAL SERVICES FOR PERIOD ENDING 04/29/22

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include SECOR DANIELLE, SHAH PANNAABEN, SHERRILLS NERRISSA, SMALLS SIDNEY, SMITH TIJUANA, SPENCE RONALD, SULLIVAN DIANNE, SZYMZYK DANIEL, TEDESCO LEONARD, TOLANI HILIT, VARGAS CESAR, VELAZQUEZ-LLANE ILIA.

Table with columns: NAME, LAST NAME, ID, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include WACHUKU RASHAD, WALLER CHARLIE, WELLS DANIELLA, WILLIAMS BRIDGET, YUEN-DONG MAY.

DEPT. OF HOMELESS SERVICES FOR PERIOD ENDING 04/29/22

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include CARSON JR ROBERT, DARBY LORRAINE, GADSDEN HANNAH, GESSE-ST JOUR DIANA, HANSEN CHRISTIA, HOLMAN SHANIKU, JEUDY JEAN, JEUDY JEAN, JOHNSON MILLICEN, KEITT-MORGAN RHONDA, KEITT-MORGAN RHONDA, KUROLAPNIK VADIM, LOMAX JEFFREY, LOMAX JEFFREY, MELO ALBERTO, MOORE ASIA, OLIVER STROTHER DESTINY, PELTON JA-YRIL, PERSAUD KIERNAN, RIVERA VICTOR, ST. SAUVEUR JONATHAN, TAM TIMOTHY, VARMING NAWSHIN, WATSON HOPE.

DEPT. OF HOMELESS SERVICES FOR PERIOD ENDING 04/29/22

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Row: WHITE MONIQUE.

DEPARTMENT OF CORRECTION FOR PERIOD ENDING 04/29/22

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include AHONDOJO AKOAVI, ALBINO KIARA, ALEXANDER SILKA, ALLEN WAYNE, ANTOINE STEFAN, BAPTISTE CHEYENNE, BEE GYARANTE, BISRAM CHANDRAD, BLACK RYAN, BORBON JOAN, BRITTON YANCY, BURGOS MICHAEL, BUTLER DONNA, CADDLE EMERSON, CALISE KATHRYN, CHECO ORLANDO, COHN GABRIEL, CONNELLY ELLEEN, CORKER TYRONE, CRAWFORD DAVID, CRUZ LUZ, DE LEON JEFFREY, DELFA JAMES, DELGADO RANDY, DURAN RAYMOND, FELIZ JULIO, FERRARO PETER, FERREIRA ANTONIO, FREUDENBERG CHRISTOP, FUSCO JOSEPH, GESSE-ST JOUR DIANA, GNAMIN AMENAN, GOMEZ STEVEN, GONZALEZ MICHAEL, GRAY SHEENA, GURBILLON EDDIE, HAMMOND VANESSA, HARRELL ADRIENNE, HEYLIGER ERIKA, JACKSON KURT.

DEPARTMENT OF CORRECTION FOR PERIOD ENDING 04/29/22

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Rows include JEFFREY JAMEL, JEREZ DEURIS, JOHNSON JESTON, JONES SHEANNA, JOYNER ZAKIYA, KALINOWSKI ALEX, KIM NOORI, KWAN WAI LEON, LAMBERT FABIOLA, LAWSON ALYSON, LEARDO OLIVIA, LEDESMA JR JOSE.

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