



THE CITY RECORD

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THE CITY RECORD

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

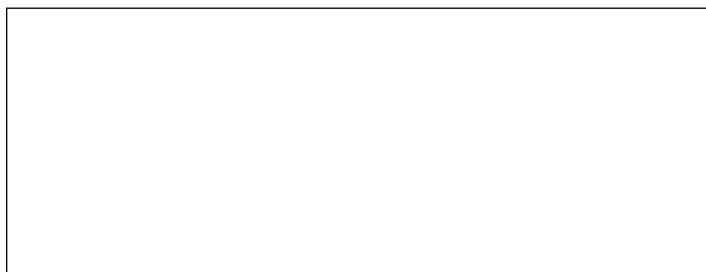
BOROUGH PRESIDENT - BRONX

■ PUBLIC HEARINGS

NOTICE OF A VIRTUAL PUBLIC HEARING

PERMANENT OPEN RESTAURANTS PROGRAM:

A VIRTUAL PUBLIC HEARING IS BEING CALLED by the President of the Borough of The Bronx, Honorable Ruben Diaz Jr. This hearing will take place on Thursday, October 14, 2021, commencing at



11:00 A.M. Those wishing to attend this hearing can do so via the Webex link as provided for here:

Public Hearing re: Open Air Restaurants

<https://nycbp.webex.com/nycbp/j.php?MTID=m7c9fbcd15390d32670591760228ed484>

Thursday, October 14, 2021, 11:00 A.M. | 2 hours | (UTC-04:00) Eastern Time (US & Canada)

Meeting number: 2348 129 6635

Password: bronx1014

Join by phone

+1-646-992-2010 United States Toll (New York City)

+1-408-418-9388 United States Toll

Access code: 234 812 96635

New York City Department of Transportation in conjunction with the New York City Department of City Planning is proposing to establish and implement a Permanent Open Restaurants Program (POR) in accordance with Law 114 of 2020 enacted by the New York City Council (the "Proposed Action"). The City seeks an amendment to the New York City Zoning Resolution (ZR) and the suspension, repeal, and amendment of certain laws and provisions of the Administrative Code of the City of New York and the Rules of the City of New York (RCNY) to establish and implement a POR to succeed the temporary program established by Local Law 77 of 2020 and Mayoral Emergency Executive Orders 126 and 128.

Please direct any questions concerning this matter to the Borough President's office at (718)-590-6124.

Accessibility questions: Sam Goodman, (718) 590-6124, by: Wednesday, October 13, 2021, 4:00 P.M.



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 remote public hearing on the following matters, at 10:00 A.M., on October 12, 2021. The hearing will be live-streamed via 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.

GOWANUS NEIGHBORHOOD PLAN

BROOKLYN CB - 6 C 210052 HAK

Application submitted by The Department of Housing Preservation and Development (HPD)

- 1) pursuant to Article 16 of the General Municipal Law of New York State for:
 - a. the designation of property located at 5th Street and 431 Hoyt Street (Block 471, Lots 1 and 100) as an Urban Development Action Area; and
 - b. Urban Development Action Area Project for such area; and
- 2) pursuant to Section 197-c of the New York City Charter for the disposition of such property to a developer to be selected by HPD;

to facilitate an affordable mixed-use development with approximately 950 units.

GOWANUS NEIGHBORHOOD PLAN

BROOKLYN CB - 6 C 210053 PPK

Application submitted by the New York City Department of Citywide Administrative Services (DCAS), pursuant to Section 197-c of the New York City Charter, for the disposition of city-owned property, located at 276 4th Avenue (Block 456, Lot 29), pursuant to zoning.

GOWANUS NEIGHBORHOOD PLAN

BROOKLYN CBs - 2 & 6 C 210177 ZMK

Application submitted by the New York City Department of City Planning pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section Nos. 16c and 16d.

The proposed map amendment may be seen in the City Planning Public Meeting Calendar of September 22, 2021 (Cal. No. 11) and the Department of City Planning web site: www.nyc.gov/planning.

GOWANUS NEIGHBORHOOD PLAN

BROOKLYN CBs - 2 & 6 N 210178 ZRK

Application submitted by New York City Department of City Planning, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York establishing the Special Gowanus Mixed Use District (Article XIII, Chapter 9) and modifying APPENDIX F for the purpose of establishing a Mandatory Inclusionary Housing area, and modifying related Sections.

The proposed text amendment may be seen in the City Planning Calendar of July 28, 2021 (Cal. No. 45) and the Department of City Planning web site: www.nyc.gov/planning.

GOWANUS NEIGHBORHOOD PLAN

BROOKLYN CB - 6 C 210179 MMK

Application submitted by the New York City Department of City Planning pursuant to Sections 197-c and 199 of the New York City Charter for an amendment to the City Map involving:

1. the establishment of Hoyt Street between 5th Street and Nelson Street;
2. the establishment of Luquer Street and Nelson Street between Smith Street and the Gowanus Canal;
3. the elimination, of a 7th Street between Smith Street and The Gowanus Canal;
4. the elimination of Public Place;
5. the establishment of legal grades;
6. the adjustment of grades and block dimensions necessitated thereby;

including authorization for any acquisition or disposition of real property related thereto, in accordance with Map No. X-2754 dated December 7, 2020 and signed by the Borough President.

GOWANUS NEIGHBORHOOD PLAN

BROOKLYN CB - 6 C 210180 MMK

Application submitted by the New York City Department of City Planning and the New York City Department of Parks and Recreation pursuant to Sections 197-c and 199 of the New York City Charter for an amendment to the City Map involving:

1. the establishment of Park within the area bounded by Huntington Street, Smith Street, Nelson Street, Hoyt Street, 4th Street, Bond Street and The Gowanus Canal;
2. the adjustment of grades and block dimensions necessitated thereby;

including authorization for any acquisition or disposition of real property related thereto, in accordance with Map Nos. X-2755 and X-2756 dated December 7, 2020 and signed by the Borough President.

**GOWANUS NEIGHBORHOOD PLAN—MERCY HOME UDAAP
BROOKLYN CB - 6 20225005 HAK**

HPD application for an Urban Development Action Area Project amendment pursuant to Section 694 of the General Municipal Law to facilitate construction of one building containing approximately 43 affordable rental units, including approximately 10 units financed through OPWDD, plus one unit for a superintendent, and approximately 2,154 square feet of ground-floor commercial space located at 485-487 4th Avenue (Block 1028, Lot 7).

GOWANUS CANAL CSO FACILITY (GOWANUS CSO - DOUGLASS STREET DEMAPPING)

BROOKLYN CB - 6 C 180039 MMK

Application submitted by the New York City Department of Environmental Protection pursuant to Sections 197-c and 199 of the New York City Charter for an amendment to the City Map involving:

- 1) the elimination of Douglass Street between Nevins Street and the Gowanus Canal;
- 2) the adjustment of grades and block dimensions necessitated thereby;

including authorization for any acquisition or disposition of real property related thereto, in accordance with Map No. N-2752 dated July 2, 2019 and signed by the Borough President.

GOWANUS CANAL CSO FACILITY (GOWANUS OWLS HEAD CSO TANK SITING)

BROOKLYN CB - 6 C 200319 PCK

Application submitted by the New York City Department of Sanitation, the New York City Department of Environmental Protection and the Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City Charter, for the site selection and acquisition of property located at 110 5th Street (Block 990, Lot 21), 122 5th Street (Block 990, Lot 16), 22 2nd Avenue (Block 990, Lot 1), 5th Street (Block 977, p/o Lot 1) and 2 2nd Avenue (Block 977, p/o Lot 3) for Department of Sanitation salt and equipment storage, environmental education activities and additional space as needed for the combined sewer overflow (CSO) control facility.

GOWANUS CANAL CSO FACILITY (GOWANUS OWLS HEAD CSO TANK SITING)

BROOKLYN CB - 6 C 200320 MMK

Application submitted by the New York City Department of Environmental Protection pursuant to Sections 197-c and 199 of the New York City Charter for an amendment to the City Map involving:

- 1) the elimination of 5th Street between 2nd Avenue and the Gowanus Canal;
- 2) the adjustment of grades and block dimensions necessitated thereby;

including authorization for any acquisition or disposition of real property related thereto, in accordance with Map No. X-2758 dated May 3, 2021 and signed by the Borough President.

GOWANUS CANAL CSO FACILITY (GOWANUS OWLS HEAD CSO TANK SITING)

BROOKLYN CB - 6 C 200321 PSK

Application submitted by the New York City Department of Environmental Protection, the New York City Department of Sanitation and the New York City Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City Charter, for the site selection of property located at 2 2nd Avenue (Block 977, Lot 3) for use as a combined sewer overflow (CSO) control facility.

**824 METROPOLITAN AVENUE
BROOKLYN CB - 1 C 200314 ZMK**

Application submitted by 824 Metropolitan Avenue Owner LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 13b:

- 1) changing from an R6B District to an R7A District property bounded by Metropolitan Avenue, a line perpendicular to the southerly street line of Metropolitan Avenue of distant 215 feet easterly (as measured along the street line) from the point of intersection of the southerly street line of Metropolitan Avenue and the northeasterly street line of Bushwick Avenue, a line midway between Metropolitan Avenue and Devoe Street, and a line 150 feet northeasterly of Bushwick Avenue;
- 2) changing from a C8-2 District to an R7A District property bounded by Metropolitan Avenue, a line 150 feet northeasterly of Bushwick Avenue, a line midway between Metropolitan Avenue and Devoe Street, and Bushwick Avenue; and
- 3) establishing within the proposed R7A District a C2-4 District bounded by Metropolitan Avenue, a line 150 feet northeasterly of Bushwick Avenue, a line midway between Metropolitan Avenue and Devoe Street, and Bushwick Avenue;

as shown on a diagram (for illustrative purposes only) dated May 17, 2021, and subject to the conditions of CEQR Declaration of E-618.

**824 METROPOLITAN AVENUE
BROOKLYN CB - 1 C 200315 ZRK**

Application submitted by 824 Metropolitan Avenue Owner 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**

* * *

BROOKLYN

* * *

Brooklyn Community District 1

* * *

Map 2 - (date of adoption)

[EXISTING]



Legend:
[Outline] Inclusionary Housing designated area
[Hatched] Excluded Area

[PROPOSED]



Legend:
[Outline] Inclusionary Housing designated area
[Hatched] Excluded Area
[Shaded] 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 1, Brooklyn

* * *

**343 MADISON AVENUE - MTA/HQ
MANHATTAN CB - 5 C 200369 ZSM**

Application submitted by BP 347 Madison Associates, LLC and Metropolitan Transportation Authority pursuant to Sections 197-c and 201 of the New York City Charter for, in conjunction with the grant of a special permit pursuant to 81-633 of the Zoning Resolution (Special permit for Grand Central public realm improvements), the grant of a special permit pursuant to Section 81-634 to modify:

1. the street wall requirements of Sections 81-43 (Street Wall Continuity along Designated Streets) and 81-671 (Special Street Wall Requirements);
2. the height and setback requirements of Section 81-27 (Alternative Height and Setback Regulations - Daylight Evaluation); and
3. the mandatory district plan elements of Section 81-42 (Retail Continuity Along Designated Streets), Section 81-45 (Pedestrian Circulation Space), Section 37-50 (REQUIREMENTS FOR PEDESTRIAN CIRCULATION SPACE), Sections 81-47 (Major Building Entrances), Section 81-674 (Ground floor use provisions), Section 81-44 (Curb Cut Restrictions), and Section 81-675 (Curb cut restrictions and loading berth requirements);

in connection with a proposed commercial development, on property located at 343 Madison Avenue (Block 1279, Lots 23, 24, 25 & 48), in a C5-3 District, within the Special Midtown District (Vanderbilt Corridor Subarea).

Plans for this proposal are on file with the City Planning Commission, and may be seen at 120 Broadway, 31st Floor, New York, NY 10271.

**343 MADISON AVENUE - MTA/HQ
MANHATTAN CB - 5 C 200370 ZSM**

Application submitted by BP 347 Madison Associates, LLC and Metropolitan Transportation Authority pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 81-633 of the Zoning Resolution to allow an increase in floor area in excess of the basic maximum floor area ratio established in the Table in Section 81-63 (Special Floor Area Provisions for the Vanderbilt Corridor Subarea) up to a maximum floor area as set forth in such Table, in connection with a proposed commercial development, on property located at 343 Madison Avenue (Block 1279, Lots 23, 24, 25 & 48), in a C5-3 District, within the Special Midtown District (Vanderbilt Corridor Subarea).

Plans for this proposal are on file with the City Planning Commission and may be seen at 120 Broadway, 31st Floor, New York, NY 10271-0001.

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: Wednesday, October 6, 2021, 3:00 P.M.



05-12

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 remote public hearing on the following matters, on Wednesday, October 13, 2021, at 10:00 A.M. The hearing will be live-streamed via 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.

GLENMORE MANOR

BROOKLYN CB - 16

C 210253 ZMK

Application submitted by New York City Housing Preservation and Development, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 17c and 17d:

- 1. changing from an R6 District to an R7A District, property bounded by Liberty Avenue, Christopher Avenue, a line 100 feet northerly of Glenmore Avenue, and a line midway between Mother Gaston Boulevard and Christopher Avenue;
2. changing from an R6 District to an R7D District, property bounded by a line 100 feet northerly of Glenmore Avenue, Christopher Avenue, Glenmore Avenue, and Mother Gaston Boulevard;
3. establishing within the proposed R7A District a C2-4 District, bounded by Liberty Avenue, Christopher Avenue, a line 100 feet northerly of Glenmore Avenue, and a line midway between Mother Gaston Boulevard and Christopher Avenue; and
4. establishing within the proposed R7D District a C2-4 District, bounded by a line 100 feet northerly of Glenmore Avenue, Christopher Avenue, Glenmore Avenue, and Mother Gaston Boulevard;

as shown on a diagram (for illustrative purposes only), dated April 19, 2021.

GLENMORE MANOR

BROOKLYN CB - 16

N 210254 ZRK

Application submitted by the New York City Department of Housing Preservation and 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 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

* * *

BROOKLYN

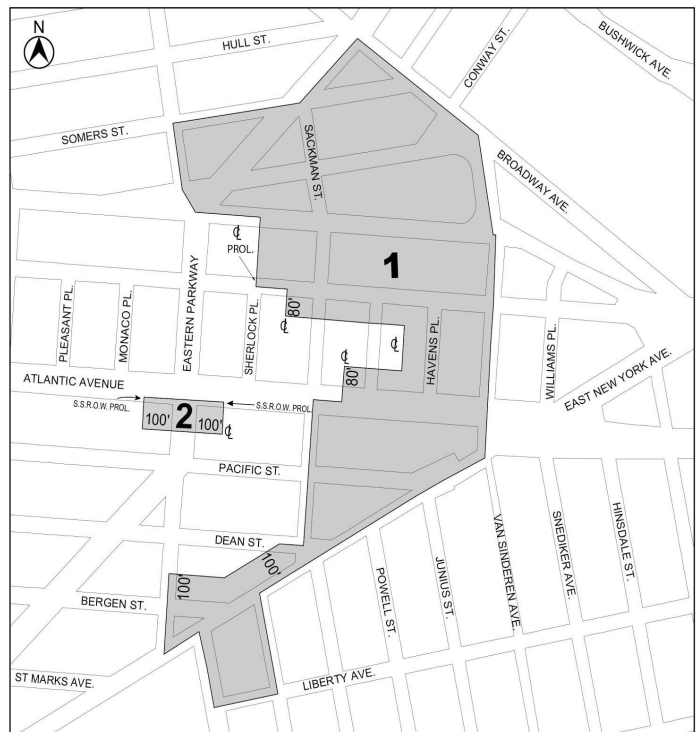
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Brooklyn Community District 16

* * *

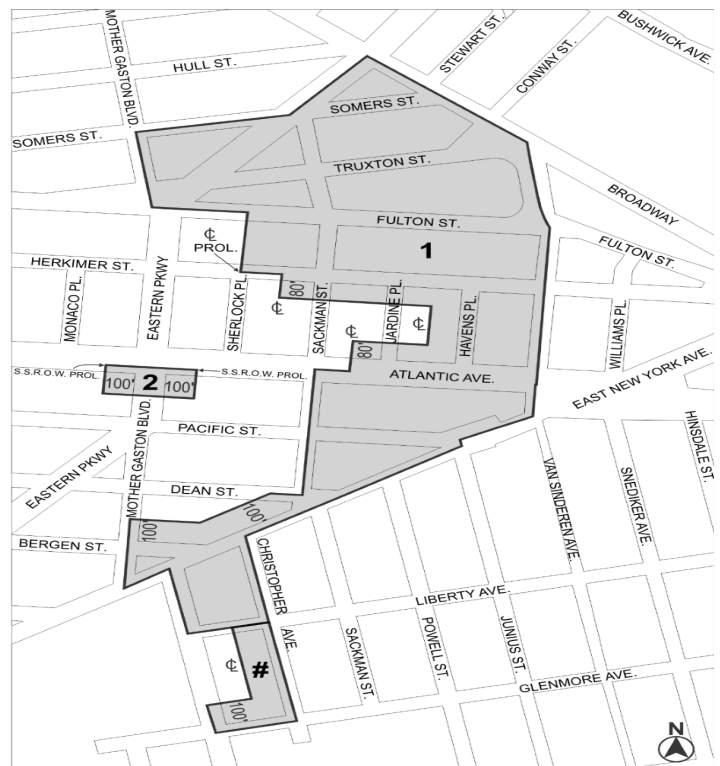
Map 1- (5/24/17) [date of adoption]

[EXISTING MAP]



Mandatory Inclusionary Housing Program Area see Section 23-154(d)(3)
Area 1 - 4/20/16 MIH Program Option 1 and Deep Affordability Option
Area 2 - 5/24/17 MIH Program Option 1

[PROPOSED MAP]



Mandatory Inclusionary Housing Program Area see Section 23-154(d)(3)
Area 1 - 4/20/16 - MIH Program Option 1 and Deep Affordability Option
Area 2 - 5/24/17 - MIH Program Option 1
Area # - [date of adoption] - MIH Program Option 1 and Option 2

Portion of Community District 16, Brooklyn

* * *

BROOKLYN CB - 16 GLENMORE MANOR C 210255 HAK

Application submitted by the Department of Housing Preservation and Development (HPD)

1. pursuant to Article 16 of the General Municipal Law of New York State for:
 - a. the designation of property, located at 305-309 Mother Gaston Boulevard (Block 3692, Lots 1, 2, 3 and 4), 46 - 64 Christopher Avenue (Block 3692, Lots 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32), 111-117 Glenmore Avenue (Block 3692, Lots 34, 35 and 37), as an Urban Development Action Area; and
 - b. Urban Development Action Area Project for such area; and
2. pursuant to Section 197-c of the New York City Charter, for the disposition of such property to a developer to be selected by HPD;

to facilitate the development of an 11-story mixed use development containing approximately 232 affordable housing units, commercial and community facility space.

BROOKLYN CB - 16 GLENMORE MANOR C 210256 HUK

Application submitted by the Department of Housing Preservation and Development (HPD), pursuant to Section 505 of Article 15 of the General Municipal (Urban Renewal) Law of New York State and Section 197-c of the New York City Charter, for the third amendment to the Brownsville II Urban Renewal Plan.

MANHATTAN CB - 10 TMN 1002 - WEST HARLEM RENAISSANCE - UDAAP/ARTICLE XI 20225004 HAM

Application submitted by the New York City Department of Housing Preservation and Development, pursuant to Article 16 of the General Municipal Law and Section 577 of Article XI of the Private Housing Finance Law, for approval of an urban development action area project, waiver of the area designation requirement, waiver of the requirements of Sections 197-c and 197-d of the New York City Charter, and approval of a real property tax exemption, for property, located at 101 West 141st Street, aka 621-23 Lenox Avenue (Block 2010, Lot 28) and 121-23 West 144th Street (Block 2013, Lot 20).

BROOKLYN CB - 1 COOPER PARK COMMONS C 210480 ZMK

Application submitted by Maspeth Manager, LLC and the New York City Department of Housing Preservation and Development, pursuant to Sections 197-c and 201 of the New York City Charter, for an amendment of the Zoning Map, Section Nos. 13a and 13b:

1. changing from an R6 District to an R7-2 District, property bounded by Jackson Street, Debevoise Avenue, Maspeth Avenue, and Kingsland Avenue; and
2. establishing within the proposed R7-2 District a C2-4 District, bounded by a line 150 feet northerly of Maspeth Avenue, Debevoise Avenue, Maspeth Avenue, and Kingsland Avenue.

as shown on a diagram (for illustrative purposes only), dated June 21, 2021, and subject to the terms of CEQR Declaration E-629.

BROOKLYN CB - 1 COOPER PARK COMMONS -C 210481 ZSK

Application submitted by Maspeth Manager, LLC and the New York City Department of Housing Preservation and Development, pursuant to Sections 197-c and 201 of the New York City Charter, for the grant of a special permit, pursuant to Section 74-743(a)(2) of the Zoning Resolution to modify the requirements of Section 23-66 (Height and Setback Requirements for Quality Housing Buildings) and Section 23-711 (Standard minimum distance between buildings), in connection the development of two new buildings and the enlargement and conversion of two existing buildings, within a large-scale general development, generally bounded by Jackson Street, Debevoise Avenue, Maspeth Avenue, and Kingsland Avenue/G rents Avenue (Block 2885, Lots 1, 20, 23, 28, and 32), in R7-2* and R7-2/C2-4* Districts.

* Note: The development site is proposed to be rezoned by changing an existing R6 District to R7-2 and R7-2/C2-4 Districts, under a concurrent related application for a Zoning Map change (C 210480 ZMK).

BROOKLYN CB - 1 COOPER PARK COMMONS N 210482 ZRK

Application submitted by Maspeth Manager, LLC and the New York City Department of Housing Preservation and 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 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;
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* * *

**APPENDIX F
Inclusionary Housing Designated Areas and Mandatory
Inclusionary Housing Areas**

* * *

BROOKLYN

* * *

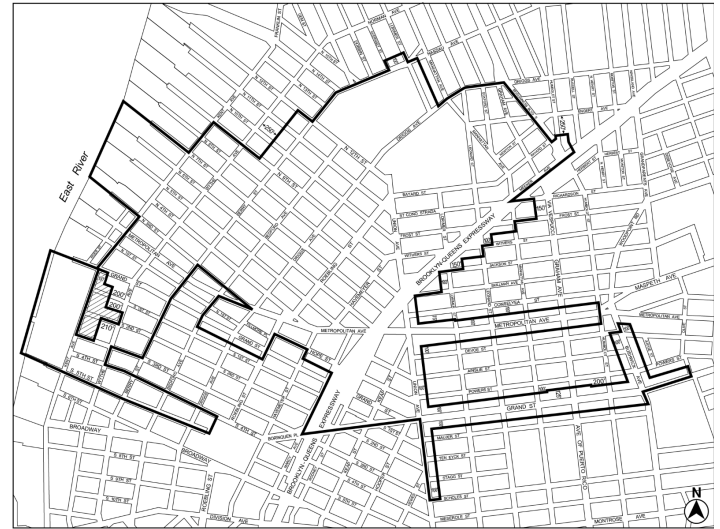
Brooklyn Community District 1

* * *

Map 2 - [date of adoption]

[EXISTING MAP]

* * *



[PROPOSED MAP]



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

**COOPER PARK COMMONS
BROOKLYN CB - 1 C 210483 HAK**

Application submitted by the New York City Department of Housing Preservation and Development (HPD)

1. pursuant to Article 16 of the General Municipal Law of New York State for:
 - a. the designation of property, located at 288 Jackson Avenue (Block 2885, Lot 1), as an Urban Development Action Area; and
 - b. an Urban Development Action Area Project for such area; and
2. pursuant to Section 197-c of the New York City Charter, for the disposition of such property, to a developer, to be selected by HPD;

to facilitate the enlargement of two existing buildings and the construction of two new buildings containing approximately 556 affordable and senior housing units, a 200-bed homeless shelter and community facility and commercial space.

**COOPER PARK COMMONS
BROOKLYN CB - 1 C 210484 PPK**

Application submitted by the New York City Department of Housing Preservation and Development (HPD), pursuant to Sections 197-c of the New York City Charter, to modify the restriction limiting use of property, located at 20 Kingsland Avenue (Block 2885, Lot 10) from a health care facility use, to general community facility uses.

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, October 7, 2021, 3:00 P.M.



o6-13

CITY PLANNING COMMISSION

■ PUBLIC HEARINGS

In light of the Governor's announcement on June 24, 2021, of the end of the State-declared state of emergency, and in support of the City's continued efforts to contain the spread of COVID-19, the City Planning Commission will hold a public hearing accessible both in person and remotely.

The public hearing will be held on Wednesday, October 20, 2021, starting at 10:00 A.M. Eastern Daylight Time. The public hearing will be held in person in the NYC City Planning Commission Hearing Room, Lower Concourse, 120 Broadway, New York, NY.

Masks are required to be worn to enter the building and during the hearing.

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 remotely via the teleconferencing application Zoom, as well as materials relating to the meeting: <https://www1.nyc.gov/site/nycengage/events/city-planning-commission-public-meeting/290346/1>

Members of the public attending remotely should observe the meeting through DCP's website. Verbal testimony can be provided remotely 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

Written comments will also be accepted until 11:59 PM, 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 QUEENS
No. 1
BEACH 79 SELF STORAGE REZONING**

CD 14 C 200299 ZMQ
IN THE MATTER OF an application submitted by 79 Arverne Development LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 30c, by changing from an M1-1 District to an M1-2 District property bounded by the U.S. Pierhead and Bulkhead Line, a line 80 feet westerly of Beach 77th Street, Rockaway Freeway, and a line 200 feet easterly of Beach 80th Street, as shown on a diagram (for illustrative purposes only) dated June 7, 2021, and subject to the conditions of CEQR Declaration E-624.

**No. 2
160-05 ARCHER AVENUE**

CD 12 N 210232 ZRQ
IN THE MATTER OF an application submitted by Archer 1 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 Article XI, Chapter 5 (Special Downtown Jamaica District).

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.

* * *

**ARTICLE XI
SPECIAL PURPOSE DISTRICTS**

**Chapter 5
Special Downtown Jamaica District (DJ)**

* * *

**115-50
SPECIAL OFF-STREET PARKING AND OFF-STREET
LOADING REGULATIONS**

* * *

**115-53
Authorization for Curb Cut**

The City Planning Commission may authorize, subject to the applicable zoning district regulations, curb cuts that are prohibited by Section 115-52 (Location of Access to the Street), provided the Commission finds that a curb cut at such location:

- (a) is not hazardous to traffic safety;
- (b) will not create or contribute to serious traffic congestion, or unduly inhibit vehicular movement;
- (c) will not adversely affect pedestrian movement;
- (d) will not interfere with the efficient functioning of bus lanes, specially designated #streets# and public transit facilities; and
- (e) will not be inconsistent with the character of the existing streetscape.

The Commission may prescribe appropriate conditions and safeguards to minimize adverse effects on the character of the surrounding area.

**115-60
SPECIAL PERMIT TO MODIFY USE OR BULK REGULATIONS**

* * *

Resolution for adoption scheduling October 20, 2021 for public hearing.

**Nos. 3 & 4
103-16 VAN WYCK EXPRESSWAY REZONING
No. 3**

CD 10 C 210164 ZMQ
IN THE MATTER OF an application submitted by 10316 Van Wyck Exp LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 18c:

1. changing from an R3A District to an R6B District property bounded by a line 100 feet southeasterly of Liberty Avenue, the northeasterly service road of Van Wyck Expressway, a line 195 feet northwesterly of 105th Avenue and its northeasterly prolongation, and a line midway between 135th Street and Van Wyck Expressway; and
2. establishing within a proposed R6B District a C2-3 District bounded by a line 100 feet southeasterly of Liberty Avenue, Van Wyck Expressway, a line 195 feet northwesterly of 105th Avenue,

and a line midway between 135th Street and Van Wyck Expressway;

as shown on a diagram (for illustrative purposes only) dated July 26, 2021.

No. 4

CD 10 N 210165 ZRQ
IN THE MATTER OF an application submitted by 10316 Van Wyck Exp 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

* * *

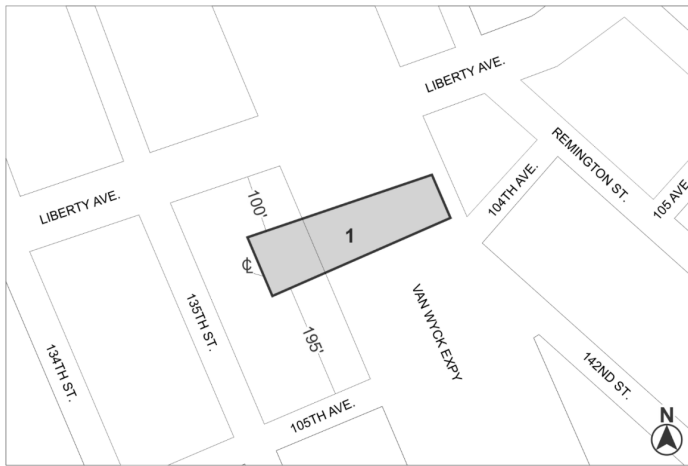
QUEENS

* * *

Queens Community District 10

* * *

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 10, Queens

* * *

BOROUGH OF MANHATTAN
Nos. 5 & 6
415 MADISON AVENUE
No. 5

CD 5 C 210453 ZSM
IN THE MATTER OF an application submitted by 415 Madison Avenue LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 81-645 of the Zoning Resolution to allow an increase in the amount of floor area ratio permitted on a qualifying site where an above-grade public concourse, in the form of an open publicly accessible space is provided, in connection with a proposed commercial building, on property located at 415 Madison Avenue (Block 1284, Lot 21), in a C5-3 District, within the Special Midtown District (Southern Subarea).

Plans for this proposal are on file with the City Planning Commission and may be seen at 120 Broadway, 31st Floor, New York, NY 10271-0001.

No. 6

CD 5 C 210454 ZSM
IN THE MATTER OF an application submitted by 415 Madison Avenue LLC pursuant to Sections 197-c and 201 of the New York City Charter for, in conjunction with the related special permit pursuant to Section 81-645, the grant of a special permit pursuant to Section 81-685 of the Zoning Resolution, to modify:

- 1. the height and setback requirements of Section 81-27 (Alternate

Height and Setback Regulations - Daylight Evaluation), as modified by Section 81-66 (Special Height and Setback Requirements);

- 2. the mandatory district plan elements of Section 81-42 (Retail Continuity Along Designated Streets); and
3. the mandatory street wall requirements of Sections 81-43 (Street Wall Continuity Along Designated Streets) and 81-671 (Special Street Wall Requirements);

in connection with a proposed commercial building, on property located at 415 Madison Avenue (Block 1284, Lot 21), in a C5-3 District, within the Special Midtown District (Southern Subarea).

Plans for this proposal are on file with the City Planning Commission and may be seen at 120 Broadway, 31st Floor, New York, NY 10271-0001.

No. 7

DISPOSITION OF SEAPORT PROPERTIES

CD 1 C 210444 PPM

IN THE MATTER OF an application submitted by the Department of Small Business Services pursuant to Section 197-c of the New York City Charter for the disposition of city owned property located at the South Street Seaport area (Block 73, p/o Lots 8 and 10, and Lot 11; Block 74, p/o Lots 1 and 20; Block 95, Lot 101; Block 96, Lot 1, and p/o Lots 5, 8, 12, 13; p/o Marginal Street; and the demapped portions of Fulton Street between South Street and Water Street, Front Street between John Street and Beekman Street, and Water Street between Fulton Street and Beekman Street.

YVETTE V. GRUEL, Calendar Officer
City Planning Commission
120 Broadway, 31st Floor, New York, NY 10271
Telephone (212) 720-3370



o5-20

CITYWIDE ADMINISTRATIVE SERVICES

PUBLIC HEARINGS

HUMAN CAPITAL LINE OF SERVICE
PROPOSED AMENDMENT TO CLASSIFICATION

PUBLIC NOTICE IS HEREBY GIVEN of a virtual public hearing to amend the Classification of the Classified Service of the City of New York.

A virtual public hearing will be held, by the Commissioner of Citywide Administrative Services, in accordance with Rule 2.6 of the Personnel Rules and Regulations of the City of New York, via Microsoft Teams on October 13, 2021 at 10:00 A.M..

Meeting details:

Topic: DCAS Classification- State Proposals Public Hearing
Video Address: Microsoft Teams
Phone number: 1-646-893-7101 (US/Canada),
Phone Conference ID: 773 958 21#

For more information go to the DCAS website at
https://www1.nyc.gov/site/dcas/about/public-hearings.page

RESOLVED, That the classification of the Classified Service of The City of New York is hereby amended, under the heading BOARD OF CORRECTION [073], as follows:

- I. By establishing the following managerial title in the Non-Competitive Class, subject to Rule X, Part I with the number of positions authorized as indicated:

Table with 4 columns: Title Code, Class of Positions, Salary Range, Number of Positions Authorized. Row 1: 31142, Confidential Agency Investigator, #, 1

If you need to request a reasonable accommodation to attend or have questions about accessibility, please contact DCAS Accessibility at 212-386-0256, or accessibility@dcas.nyc.gov.

Accessibility questions: DCAS Accessibility, (212) 386-0256, accessibility@dcas.nyc.gov, by: Wednesday, October 6, 2021, 5:00 P.M.



BOARD OF EDUCATION RETIREMENT SYSTEM

■ MEETING

Our next Executive Committee Meeting, will be held virtually via Webex on Tuesday, October 12, 2021, from 1:00 P.M. - 3:00 P.M.

The Investment team would like to call on a meeting to discuss and vote on an investment item. If you would like to attend this meeting, please reach out to Antonio Rodriguez, at Arodriguez254@bers.nyc.gov.

o7-12

EMPLOYEES' RETIREMENT SYSTEM

■ MEETING

Please be advised, that the next Regular Meeting of the Board of Trustees of the New York City Employees' Retirement System, is Thursday, October 14, 2021, at 9:30 A.M.

Due to the Covid-19 pandemic and for everyone's safety, the NYCERS Regular Board of Trustees no longer meet in person and instead the meeting is held over Zoom. However you can still view the meeting online, at www.nycers.org/meeting-webcasts.

o6-13

HOUSING AUTHORITY

■ MEETING

Because of the on-going COVID-19 health crisis and in relation to Chapter 417 of the Laws of 2021, the Board Meeting of the New York City Housing Authority, scheduled for Wednesday, October 27, 2021, at 10:00 A.M., will be limited to viewing live-stream or listening via phone instead of attendance in person.

For public access, the meeting will be streamed live on NYCHA's YouTube Channel, <http://nyc.gov/nycha>, and NYCHA's Website, <http://on.nyc.gov/boardmeetings>, or can be accessed via Zoom by calling (646) 558-8656 using Webinar ID: 842 5292 0275 and Passcode: 4145829565.

For those wishing to provide public comment, pre-registration is required via email, to corporate.secretary@nychanyc.gov, or by contacting (212) 306-6088, no later than 5:00 P.M., on the day prior to the Board Meeting. When pre-registering, please provide your name, development, or organization name, contact information 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 Calendar.

Speaking time will be limited to three (3) 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 thirty (30) minutes allotted for public comment, whichever occurs first.

Copies of the Calendar are available on NYCHA's Website, at <http://www1.nyc.gov/site/nycha/about/board-calendar.page>, to the extent practicable, no earlier than 24 hours before the upcoming Board Meeting. Copies of the draft Minutes are available on NYCHA's Website, at <http://www1.nyc.gov/site/nycha/about/board-calendar.page>, no earlier than 3:00 P.M., on the Thursday following the Board Meeting.

Any changes to the schedule will be posted on NYCHA's Website, at <http://www1.nyc.gov/site/nycha/about/board-calendar.page>, to this web page and via social media, to the extent practicable, at a reasonable time before the meeting.

Any person requiring a reasonable accommodation in order to participate in the Board Meeting, should contact the Office of the Corporate Secretary, by phone at (212) 306-6088, or by email, at corporate.secretary@nychanyc.gov, no later than Wednesday, October 20, 2021, at 5:00 P.M.

For additional information regarding the Board Meeting, please contact the Office of the Corporate Secretary, by phone at (212) 306-6088, or by e-mail, at corporate.secretary@nychanyc.gov.

o8-27

HOUSING PRESERVATION AND DEVELOPMENT

■ PUBLIC HEARINGS

PLEASE TAKE NOTICE The Subcommittee on Landmarks, Public Sitings, and Dispositions, will hold a remote public hearing on the following matters, commencing at 10:00 A.M., on October 26, 2021, 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.

Pursuant Section 576-a(2) of the Private Housing Finance Law, the Department of Housing Preservation and Development ("HPD"), of the City of New York ("City"), has proposed the sale of the following City-Owned property (collectively, "Disposition Area") in the Borough of Manhattan:

Address	Block/Lot(s)
303 East 102nd Street	1674/104
338 East 117th Street	1688/34
505 East 118th Street	1815/ 5
507 East 118th Street	1815/ 6
1761 Park Avenue	1771/1
1763 Park Avenue	1771/2

Under HPD's Neighborhood Construction Program, sponsors purchase City-Owned or privately owned land or vacant buildings and construct multifamily buildings in order to create up to 45 units of affordable rental housing on infill sites. Construction and permanent financing is provided through loans from private institutional lenders and from public sources including HPD, the New York City Housing Development Corporation, the State of New York, and the Federal Government. Additional funding may also be provided from the syndication of low-income housing tax credits. The newly constructed or rehabilitated buildings provide rental housing to low income, moderate income, and middle income families. Subject to project underwriting, up to 30% of the units may be rented to formerly homeless families and individuals.

Under the proposed project, the City will sell the Disposition Area to the Sponsor for the nominal price of one dollar per tax lot. The Sponsor will also deliver an enforcement note and mortgage for the remainder of the appraised value ("Land Debt"). The Sponsor will then construct four buildings containing a total of approximately 81 rental dwelling units, plus two units for superintendents, and approximately 10,741 square feet of community facility space on the Disposition Area.

The Land Debt or the City's capital subsidy may be repayable out of resale or refinancing profits for a period of at least thirty (30) years following completion of construction. The remaining balance, if any, may be forgiven at the end of the term.

The appraisal and the proposed Land Disposition Agreement and Project Summary are available for public examination by emailing Margaret Carey, at careym@hpd.nyc.gov, on business days during business hours.

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: swerts@council.nyc.gov, by: Thursday, October 21, 2021, 10:00 A.M.



o8

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, October 19, 2021, at 9:30 A.M., 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 Anthony Fabre, Director of Community and Intergovernmental Affairs at, anfibre@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.

282 Park Place - Prospect Heights Historic District

LPC-21-06781 - Block 1165 - Lot 15 - **Zoning:** R6B
CERTIFICATE OF APPROPRIATENESS

A Renaissance Revival style rowhouse, with Romanesque Revival elements, designed by William H. Reynolds and built c. 1897. Application is to construct a stoop.

214 Jefferson Avenue - Bedford Historic District

LPC-22-00116 - Block 1833 - Lot 16 - **Zoning:** R6B
CERTIFICATE OF APPROPRIATENESS

A Renaissance Revival style rowhouse, designed by Frederick L. Hine and built c. 1909. Application is to modify a masonry opening and install a balcony and fence.

318 College Road - Fieldston Historic District

LPC-21-07195 - Block 5816 - Lot 1867 - **Zoning:** R1-2
CERTIFICATE OF APPROPRIATENESS

A house built after 1953. Application is to construct a new house on a portion of the tax lot that is to be subdivided.

1000 Grand Concourse (aka 161 East 164th Street) - Grand Concourse Historic District

LPC-20-06753 - Block 2461 - Lot 90 - **Zoning:** R8
CERTIFICATE OF APPROPRIATENESS

An Art Deco style apartment building, designed by Sugarman & Berger and built in 1935. Application is to replace windows.

15 Shore Road - Douglaston Historic District

LPC-21-08857 - Block 8044 - Lot 5 - **Zoning:** R1-1
CERTIFICATE OF APPROPRIATENESS

A Colonial Revival style house, designed by George Hardway and built in 1910. Application is to enlarge an extension, construct a porch and patio, modify the entrance, install a skylight, relocate a driveway and curb cut, and excavate and regrade portions of the site.

182-186 Spring Street - Sullivan-Thompson Historic District

LPC-22-02315 - Block 489 - Lot 25, 23, 22 - **Zoning:** R7-2; C1-5
CERTIFICATE OF APPROPRIATENESS

A commercial building, designed by Louis A. Sheinart and built in 1921. Application is to demolish the existing building and construct a new building.

53 Pearl Street - DUMBO Historic District

LPC-21-09343 - Block 30 - Lot 4 - **Zoning:** M1-4/R8A
CERTIFICATE OF APPROPRIATENESS

An Italianate style factory building, built in c. 1880. Application is to alter ground floor openings, install new entry infill, replace the stoop and windows, and install signage.

38 East 73rd Street - Upper East Side Historic District

LPC-22-02642 - Block 1387 - Lot 49 - **Zoning:** C5-1 R8B
CERTIFICATE OF APPROPRIATENESS

A Neo-Grec/Queen Anne style house, designed by Charles Buek & Co. and built in 1886-87. Application is to legalize the construction of a rear yard addition without Landmarks Preservation Commission permit(s).

2620 Adam Clayton Powell Boulevard, 2621 Adam Clayton Powell Boulevard, 2641 Adam Clayton Powell Boulevard, 2650 Adam Clayton

LPC-22-02153 - Block Mult - Lot Mult - **Zoning:** R7-2, C1-4
CERTIFICATE OF APPROPRIATENESS

A housing project consisting of three groups of buildings and surrounding sites, designed by Archibald Manning Brown and built in 1936-1937. Application is to modify landscape elements, install miscellaneous fixtures and signage, and replace doors and storefront infill.

91 Westentry Road - Individual Landmark

LPC-21-04247 - Block 891 - Lot 99, 93 - **Zoning:** R1-1
CERTIFICATE OF APPROPRIATENESS

An empty lot, subdivided from the original lot occupied by a cottage, designed by Ernest Flagg and built in 1918. Application is to construct a new house.

TRANSPORTATION

■ NOTICE

LEGAL NOTICE

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT
NOTICE OF PUBLIC HEARING TO BE HELD TUESDAY, OCTOBER 19, 2021, PURSUANT TO SECTION 16 OF THE NEW YORK STATE URBAN DEVELOPMENT CORPORATION ACT IN CONNECTION WITH THE PROPOSED HIGH LINE MOYNIHAN CONNECTOR CIVIC PROJECT

PLEASE TAKE NOTICE that a public hearing, open to all persons, will be held, on Tuesday, October 19, 2021, from 6:00 P.M. until 8:00 P.M., by the New York State Urban Development Corporation d/b/a Empire State Development ("ESD"), pursuant to Section 16 of the New York State Urban Development Corporation Act (Chapter 174, Section 1, Laws of 1968, as amended; the "UDC Act"), to consider the General Project Plan (the "General Project Plan"), for the proposed High Line Moynihan Connector Civic Project (the "Project"). Due to the COVID-19 pandemic and restrictions on public gatherings, the public hearing will be conducted as a virtual hearing utilizing the Zoom video communications and teleconferencing platform. Detailed instructions for participation in the virtual hearing can be downloaded, at <https://esd.ny.gov/high-line-connector>.

The public hearing is for the purpose of: (1) informing the public about the Project; (2) giving all interested persons an opportunity to provide comments on the General Project Plan, pursuant to Section 16 of the UDC Act; and (3), pursuant to Chapter 14 of the City Charter and Title 34, Chapter 7 of the Rules and Regulations of the City of New York, giving all interested persons an opportunity to provide comments on the granting of a revocable consent by the City of New York (the "City"), to allow the Project to span a City right-of-way.

Project Site

The proposed Project would be located primarily on property, owned by the Port Authority of New York and New Jersey ("PANYNJ"), on Manhattan Tax Block 728, Lot 1 in Community District 4, and portions of it would extend over West 30th Street and West 31st Street, which are City-Owned streets.

Project Description

The Project is described in detail in the General Project Plan, available to the public as set forth below. The Project involves the design and construction of two new elevated bridges connecting the present terminus of the High Line spur, at West 30th Street and Tenth Avenue, to the privately-owned public open space at Manhattan West, a mixed-use development, located north of West 31st Street between Ninth and Tenth Avenues. The Project would create a seamless, safe pedestrian connection from Moynihan Train Hall to destinations on the Far West Side of Midtown, including Hudson Yards, the Javits Center and the Hudson River waterfront. The Project is anticipated to be completed in 2023.

The Project would be designed and built through a public-private partnership among ESD, PANYNJ, Friends of the High Line ("FHL") and a Brookfield Properties affiliate ("Brookfield"). FHL, which will act as the grantee for the Project, is a nonprofit organization that operates the High Line and works with the surrounding community. The grantee for purposes of the GPP will be responsible for daily maintenance and cleanliness of the Project. FHL is devoted to reimagining the role public spaces play in creating connected, healthy neighborhoods and cities. Brookfield, which will act as developer of the Project, is a global commercial real estate firm and developer, and the owner of Manhattan West. Brookfield would manage the design and construction of the Project. The budget for the Project is \$50 million and will be funded by a \$20 million State grant administered by ESD and contributions of \$20 million from Brookfield and \$10 million from FHL.

Public Purpose

The purpose of the Project is to provide a new public amenity to improve public access, connectivity and pedestrian safety between Penn Station – North America's largest transportation hub – and destinations on Manhattan's Far West Side. The Project would create two connected public bridges linking the High Line to publicly accessible open space at Manhattan West, providing an ADA-accessible passage from the High Line spur to Ninth Avenue directly across from the Farley Office Building and Moynihan Train Hall. This new elevated pathway would provide a safe, seamless, and inviting connection for pedestrians through a heavily trafficked and uninviting area, and would improve public access, pedestrian safety and pedestrian mobility for residents, commuters, and visitors between transportation hubs to the east (Moynihan Train Hall and Pennsylvania Station) and Hudson Yards, the High Line, and Manhattan's Far West Side. In doing so, the proposed Project would also complement and support the recent public and private investments that are transforming Manhattan's Far West Side.

Discretionary Actions

A number of ESD discretionary actions are subject to review, pursuant to the UDC Act. These actions include awarding a \$20 million grant to FHL for the design and construction of the Project and affirming the General Project Plan. After a public hearing is held on the draft General Project Plan and a subsequent 30-day public comment period is concluded, it is expected that if appropriate, ESD will modify and/or affirm the General Project Plan and enter into a grant disbursement agreement with FHL to administer the State's \$20 million Project grant. In addition, to effectuate the Project, as described in the General Project Plan, ESD would exercise its statutory authority to override the New York City Charter, the New York City Zoning Resolution, the New York City Administrative Code and the Rules of the City of New York to the extent they are inconsistent with the Project and the procedures for implementation of ESD projects under the UDC Act. This override includes, but is not limited to, the applicability of the Uniform Land Use Review Procedure ("ULURP") insofar as it otherwise would be applicable to the Project, Public Design Commission review, and procedures for the issuance of revocable consents by the New York City Department of Transportation and any other local laws which are inconsistent with the design/construction of the Project and the General Project Plan. Subject to such overrides, the New York State Uniform Fire Prevention and Building Code (the "Building Code") will apply, including with respect to all construction, structures and infrastructure on the Project site.

Availability of the General Project Plan

The General Project Plan, which contains a detailed description of the Project, is on file at the office of ESD, 633 Third Avenue, New York, NY 10017, and is available for inspection by the general public between the hours of 9:30 A.M. to 5:00 P.M., Monday through Friday, public holidays excluded.

The General Project Plan is available at the ESD website, at <https://esd.ny.gov/high-line-connector>. The public may also inspect and/or obtain copies of the General Project Plan, by emailing HighLineMoynihan@esd.ny.gov, or calling (212) 803-2477. Pursuant to Section 16(2) of the UDC Act, ESD also has filed a copy of the General Project Plan, including the findings required under Section 10 of the UDC Act, in the office of the New York City Clerk and has provided a copy thereof to the Mayor of the City of New York, the Manhattan Borough President, the Chair of the New York City Planning Commission and the Chair of Manhattan Community Board 4.

Comments

Comments on the General Project Plan are requested. Participants who wish to provide verbal comment during the virtual meeting will have an opportunity to sign up to speak during registration and/or once the meeting has started. Comments may also be delivered in writing to ESD, 633 Third Avenue, 37th Floor, New York, NY 10017 (Attention: Stacey Teran), up until 5:00 P.M., on Friday, November 19, 2021, or sent by email to HighLineMoynihan@esd.ny.gov, up until 5:00 P.M., on Friday, November 19, 2021. Written or emailed comments received after 5:00 P.M., on November 19, 2021, will not be considered.

All verbal comments made at the public hearing and all written comments received by ESD up to 5:00 P.M., on November 19, 2021, will be considered by ESD prior to final consideration of the General Project Plan.

Dated: September 17, 2021
New York, NY

NEW YORK STATE URBAN
DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT

By: Debbie Royce
Corporate Secretary

s28-o19

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.

j4-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 Mayoral 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>.

ADMINISTRATION FOR CHILDREN'S SERVICES

■ AWARD

Human Services/Client Services

NON-SECURE DETENTION SERVICES RENEWAL #1 - Renewal - PIN# 06819P8205KXLR001 - AMT: \$9,574,605.00 - TO: Abbott House,

100 North Broadway, Irvington, NY 10533-1254.

NSD services are needed for juvenile delinquents, ages seven through twenty-one to monitor and supervise detention youth, provide food, clothing, transportation, recreation, court-related and various services.

o8

ADMINISTRATION

■ SOLICITATION

Human Services/Client Services

CONCEPT PAPER - PARENT ADVOCATES - Request for Information - PIN#06822Y0051 - Due 12-3-21 at 12:00 A.M.

This Concept Paper outlines ACS's vision for Parent Advocate services, for parents participating in ICSCs throughout the City. Through the RFP, ACS will seek to partner with providers who will hire parents with lived experience in the child welfare system, to serve as Parent Advocates who will provide advocacy and support to parents, youth, and families.

The Concept Paper will be released on October 13, 2021, through the PASSPort Public Portal, at: https://passport.cityofnewyork.us/page.aspx/en/rfp/request_browse_public.

All comments and feedback regarding this Concept Paper, must be received, no later than December 3, 2021, by 5:00 P.M. Comments should be sent, via email, to: ParentAdvocateOOA-CP@acs.nyc.gov.

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.

Administration for Children's Services, 150 William Street, 9th Floor, New York, NY 10038. Sherene Hassen (212) 341-3443; sherene.hassen@acs.nyc.gov

o6-13

CONCEPT PAPER - SAFE WAY FORWARD - Request for Information - PIN#06822Y0050 - Due 12-3-21 at 5:00 P.M.

ACS, is releasing a Safe Way Forward Concept Paper. In the Concept Paper, ACS describes an approach that we believe will allow contractors, to serve families in child welfare experiencing intimate partner violence where there are risks to child safety and well-being. This approach has contractors work with families as systems of interconnected individuals impacted by each other's behavior; intervene in a way that is responsive to families' unique needs; and promote child safety and well-being, healing from trauma, and accountability for harmful behavior.

The Concept Paper will be released on October 13, 2021, through the PASSPort Public Portal, at: https://passport.cityofnewyork.us/page.aspx/en/rfp/request_browse_public

All comments and feedback regarding this Concept Paper must be received, no later than December 3, 2021, by 5:00 P.M. Comments should be sent, via email, to: SWF-CP@acs.nyc.gov

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.

Administration for Children's Services, 150 William Street, 9th Floor, New York, NY 10038. Sherene Hassen (212) 341-3443; sherene.hassen@acs.nyc.gov

o6-13

CHIEF MEDICAL EXAMINER

■ INTENT TO AWARD

Services (other than human services)

81622Y0121-- OCME 21M3069 STRMIX & DBLR SOFTWARE MAINT. - Request for Information - PIN# 81622Y0121 - Due 10-20-21 at 2:00 P.M.

NYC Office of Chief Medical Examiner, intends to enter into a sole source contract with Niche Vision Forensics, for the provision of annual upgrades and maintenance services on twenty-six (26) STRMix Licenses and fifteen (15) Database Likelihood Ratio Licenses for our Forensic Laboratory.

Any vendor who is capable of providing this service to the NYC Office of Chief Medical Examiner, may express their interests in writing via email, to Vilma Johnson, Contract Officer, Office of Chief Medical Examiner, at vjohnson@ocme.nyc.gov.

o5-12

DESIGN AND CONSTRUCTION

PROGRAM MANAGEMENT

■ VENDOR LIST

Construction/Construction Services

PRE-QUALIFIED LIST FOR GENERAL CONSTRUCTION-LARGE PROJECTS

1. ABC Construction Contracting Inc
2. Adam's European Contracting Inc.
3. AMCC Corp
4. Arnell Constructiion Corp
5. ASHNU International, Inc.
6. Barnard Construction Company, Inc.
7. C & L Contracting Corp.
8. C.D.E Air Conditioning Co, Inc
9. Citnalta Construction Corp.
10. Delric Construction Co., Inc.
11. Dobco Inc.
12. E&A Restoration Inc.
13. E.W. Howell Company
14. Forte Construction Corp
15. Iannelli Construction Co. Inc.
16. Infinity Contracting Services
17. Lanmark Group, Inc.
18. Lo Sardo General Contractors, Inc.
19. MLJ Contracting Corporation
20. MPCC Corp
21. Neelam Construction Corporation
22. Nicholson and Galloway
23. Padilla Construction Services Inc
24. Paul J. Scariano, Inc.
25. Pavarini McGovern
26. Peter Scalamandre & Sons, Inc.
27. Plaza Construction LLC
28. Prismatic Development Corporation
29. Pro-Metal Construction Inc
30. Richter+Ratner
31. Sea Breeze General Construction, Inc.
32. Signature Construction Group, Inc
33. Silverite Construction Co., Inc.
34. Stalco Construction, Inc.
35. Technico Construction Services, Inc.
36. Tishman/AECOM
37. Tully Construction Co. Inc.
38. Universal Construction Resources, Inc.

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.

Design and Construction, 30-30 Thomson Avenue, First Floor, Long Island City, NY 11101. Brenda Barreiro (718) 391-1041; barreibr@ddc.nyc.gov

o4-8

PRE-QUALIFIED LIST FOR RECONSTRUCTION AND RESTORATION OF LANDMARKED AND LANDMARK-QUALITY BUILDINGS

1. Adam's European Contracting Inc.
2. C & L Contracting Corp.
3. Capasso Restoration, Inc.
4. E&A Restoration Inc.
5. Lo Sardo General Contractors, Inc.
6. Mongiove Associates
7. Neelam Construction Corporation
8. Nicholson and Galloway
9. NSP Enterprises Inc
10. Padilla Construction Services Inc
11. Pavarini McGovern
12. Pullman SST, Inc.
13. Stalco Construction, Inc.
14. Technico Construction Services, Inc.
15. XBR Inc.

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.

Design and Construction, 30-30 Thomson Avenue, First Floor, Long Island City, NY 11101. Brenda Barreiro (718) 391-1041; barreibr@ddc.nyc.gov

o4-8

PRE-QUALIFIED LIST FOR GENERAL CONSTRUCTION-

MEDIUM PROJECTS

VENDOR LIST

1. Amcon Contracting Corp
2. Armstrong Roofing Corp.
3. ASHNU International, Inc.
4. C & L Contracting Corp.
5. C.D.E Air Conditioning CO, Inc
6. CDS Mestel Construction Corp.
7. Delric Construction Co., Inc.
8. Doyle-Baldante, Inc.
9. E&A Restoration Inc.
10. Elit Green Builders Corp
11. Five Star Contracting Companies Inc.
12. Iannelli Construction Co. Inc.
13. Jobco Incorporated
14. Knightsbridge Construction
15. KUNJ Construction Corp
16. Lanmark Group, Inc.
17. Litehouse Builders, Inc.
18. Lo Sardo General Contractors, Inc.
19. Metropolitan Construction Corp
20. Mongiove Associates
21. MPCC Corp
22. Neelam Construction Corporation
23. Nicholson and Galloway
24. NSP Enterprises Inc
25. Oliveira Contracting, Inc.
26. Padilla Construction Services Inc
27. Paul J. Scariano, Inc.
28. Pavarini McGovern
29. Pro-Metal Construction Inc
30. Richter+Ratner
31. Sea Breeze General Construction, Inc.
32. Sharan Builders Inc
33. Stalco Construction, Inc.
34. Universal Construction Resources, Inc.
35. UTB United Technology Inc
36. XBR Inc.

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Design and Construction, 30-30 Thomson Avenue, First Floor, Long Island City, NY 11101. Brenda Barreiro (718) 391-1041; barreibr@ddc.nyc.gov

o4-8

EDUCATION

AWARD

Goods and Services

MWBE AWARD FOR INSTALLATION AND REPAIR OF PNEUMATIC AIR COMPRESSORS IN BRONX, MANHATTAN, AND QUEENS - Innovative Procurement - Available only from a single source - PIN# R5599040 - AMT: \$384,405.00 - TO: You and Us Air Conditioning & Refrigeration LLC, 3870 White Plains Road, Bronx, NY 10467.

NYC Department of Education, has procured a vendor to provide for the repair and servicing of Pneumatic Air Compressors, for DOE schools and administrative buildings, located in the Bronx, Manhattan, and Queens. The Minority/Woman-Owned Business Enterprise (M/WBE) vendor was selected through the M/WBE Noncompetitive Purchasing Method, pursuant to Section 1-07 of the NYC DOE Procurement Policy and Procedures. Proposers had to be NYC Certified M/WBEs.

Other organizations interested in providing these services to the NYCDOE in the future are invited to indicate their ability to do so, by emailing, MWBE@Schools.nyc.gov.

The New York City Department of Education (DOE) strives to give all businesses, including Minority and Women-Owned Business Enterprises (MWBEs), an equal opportunity to compete for DOE procurements. The DOE's mission is to provide equal access to procurement opportunities for all qualified vendors, including MWBEs, from all segments of the community. The DOE works to enhance the ability of MWBEs to compete for contracts. DOE is committed to ensuring that MWBEs fully participate in the procurement process.

o8

MWBE AWARD FOR INSTALLATION AND REPAIR OF PNEUMATIC AIR COMPRESSORS IN BROOKLYN AND

RICHMOND - Innovative Procurement - Available Only From A Single Source - Pin# R5601040 - Amt: \$384,405.00 - To: You and Us Air Conditioning & Refrigeration LLC, 3870 White Plains Road, Bronx, NY 10467.

NYC Department of Education, has procured a vendor to provide for the repair and servicing of Pneumatic Air Compressors for DOE schools and administrative buildings, located in Brooklyn and Richmond. The Minority/Woman-Owned Business Enterprise (M/WBE) vendor was selected through the M/WBE Noncompetitive Purchasing Method, pursuant to Section 1-07 of the NYC DOE Procurement Policy and Procedures. Proposers had to be NYC Certified M/WBEs.

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o8

ENVIRONMENTAL PROTECTION

CUSTOMER SERVICES

INTENT TO AWARD

Goods

BCS-ACLARA METER TRANSMISSION UNITS (MTU)-SS - Request for Information - PIN#82622Y0109 - Due 10-27-21 at 2:00 P.M.

NYC Environmental Protection, intends to enter into a sole source negotiation, with Aclara for Aclara Meter Transmission Units (MTU) and accessories. Any firm which believes they can also provide this product are invited to respond to this RFI.

o7-14

WASTEWATER TREATMENT

INTENT TO AWARD

Goods

DESIGN-BUILD ARCHITECT & ENGINEERING SERVICES FOR DEP UPSTATE INFRASTRUCTURE PROJECTS. - Competitive Sealed Proposals - Other - PIN#82621P0059 - Due 11-19-21 at 2:00 P.M.

Design-Build Architect & Engineering Services for DEP Upstate Infrastructure Projects. 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 EPIN82621P0059 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 "Preproposal Conference Info document, Join the meeting, Or call in (audio only), 1 347-921-5612, ID 300086454# Queens, NY 11373. Mandatory: no Date/Time - 2021-10-18 11:00:00.

o6-13

HUMAN RESOURCES ADMINISTRATION

AWARD

Human Services/Client Services

RENEWAL OF A 52 BED EMERGENCY SHELTER FOR SURVIVORS OF DOMESTIC VIOLENCE - PARRISH I - Renewal - PIN# 06917N8252KXLR001 - AMT: \$6,118,017.59 - TO: Safe Horizon Inc., 2 Lafayette Street, 3rd Floor, New York, NY 10007.

o8

PROVISION OF SUPPORTIVE HOUSING FOR SINGLE ROOM OCCUPANCY (SRO) FOR HOMELESS SINGLE ADULTS AT COLUMBA HALL - 209 EAST 118TH ST; GEMA - 31-33 WEST

124TH ST NY 10035; EGA HALL - 507 W 142ND ST NY 10031
 - Required/Authorized Source - PIN# 06921R0283001 - AMT:
 \$3,271,866.00 - TO: Columba Services Inc., 209 East 118 Street, New
 York, NY 10035.

Term: 7/1/2021 - 6/30/2027

o8

MAYOR'S FUND TO ADVANCE NEW YORK CITY

FINANCE AND OPERATIONS

■ SOLICITATION

Goods and Services

BUILDING HEALTHY COMMUNITIES - COMMUNITY FOOD ACTION; SMALL GRANTS FOR COMMUNITY-LED FOOD PROJECTS - Request for Proposals - PIN# MF20213 - Due 11-1-21 at 11:59 P.M.

The Mayor's Fund to Advance New York City (Mayor's Fund), on behalf of the Building Healthy Communities (BHC) initiative, is accepting proposals for community-led food projects in neighborhoods that have faced especially severe impacts of COVID-19. The following neighborhoods are focus areas for the NYC Office of Neighborhood Safety as well as the Taskforce on Racial Inclusion and Equity. In order to support food security and relief, equitable access to nutritious food, and local ownership of food systems, BHC is offering small grants to community based groups interested in leading or continuing short-term community-based food access or pilot projects. Projects can include distributing food to households in need, increasing healthy food access and food justice through education and advocacy, supporting access to locally grown produce through local community gardens, hosting cooking workshops or demonstrations, and more. Groups can either have experience leading such projects or be building a new program. Youth Build Healthy Communities! This grant opportunity includes specific funds to support groups of youth who are leading community food projects for their peers and greater community. Youth groups are encouraged to apply. *Please note that being selected for this grant does not exclude grantees from standard permitting and/or licensing requirements.

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.

Mayor's Fund to Advance New York City, 253 Broadway, 6th Floor, New York, NY 10007. Cesaryna Pena (212) 788-7794; fundrfrp@cityhall.nyc.gov

o4-18

TRANSPORTATION

FRANCHISES, CONCESSIONS & CONSENTS

■ SOLICITATION

Services (other than human services)

REQUEST FOR PROPOSALS - FOOD AND BEVERAGE CONCESSION AT PIER 11 IN MANHATTAN - Request for Proposals - PIN# 84122MNAD511 - Due 11-5-21 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.

Transportation, 55 Water Street, 9th Floor, New York, NY 10041. Brandon Budelman (212) 839-9625; bbudelman@dot.nyc.gov

s29-o13

CONTRACT AWARD HEARINGS

NOTE: LOCATION(S) ARE ACCESSIBLE TO INDIVIDUALS USING WHEELCHAIRS OR OTHER MOBILITY DEVICES. FOR FURTHER INFORMATION ON ACCESSIBILITY OR TO MAKE A REQUEST FOR ACCOMMODATIONS, SUCH AS SIGN LANGUAGE INTERPRETATION SERVICES, PLEASE CONTACT THE MAYOR'S OFFICE OF CONTRACT SERVICES (MOCS) VIA EMAIL, AT DISABILITYAFFAIRS@MOCS.NYC.GOV OR

VIA PHONE, AT (212) 788-0010. ANY PERSON REQUIRING REASONABLE ACCOMMODATION FOR THE PUBLIC HEARING, SHOULD CONTACT MOCS, AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE HEARING, TO ENSURE AVAILABILITY.



ADMINISTRATION FOR CHILDREN'S SERVICES

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, October 18, 2021 commencing at 10:00 A.M. on the following contract:

IN THE MATTER OF one (1) proposed contract between the Administration for Children's Services and Allied Personnel Services, Inc. located at 118-21 Queens Blvd., Forest Hills, NY 11375, EPIN: 06822W0016001, in the amount of \$150,000.00. The proposed contract is for Temporary Staff for the Division of Youth and Family Justice with a term of November 15, 2021 to November 14, 2022.

The proposed contractor has been selected by means of the M/WBE small Purchase procurement method, pursuant to Section 3-08 (c)(1) (iv) of the Procurement Policy Board Rules.

In order to access the Public Hearing or to testify, please join the public hearing WebEx call by calling 1-646-992-2010 (New York), 1-408-418-9388 (outside of NY), Meeting ID: 179 680 8270, no later than 9:50 am on the date of the hearing. If you require further accommodations, please contact Fred Simmons at freddie.simmons@acs.nyc.gov, no later than three business days before the hearing date.

o8

ENVIRONMENTAL PROTECTION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Department of Environmental Protection via conference call on October 26, 2021 commencing at 10:00 A.M. on the following:

IN THE MATTER OF a proposed Purchase Order/Contract between the Department of Environmental Protection and Finesse Creations, Inc. located at 3004 Avenue J, Brooklyn, NY 11210 for Chemical Storage Tanks. The Contract term shall be twelve calendar months from the date of the written notice to proceed. The Contract amount shall be \$199,500.00 Location: 59-17 Junction Blvd, Flushing, NY 11373 PIN#2XC00102

The Vendor was selected by MWBE Noncompetitive Small Purchase pursuant to Section 3-08(c)(1)(iv) of the PPB Rules.

In order to access the Public Hearing and testify, please call 1-347-921-5612, Access Code: 49701999# no later than 9:55 A.M. If you need further accommodations, please let us know at least five business days in advance of the Public Hearing via e-mail at noahs@dep.nyc.gov.

Pursuant to Section 2-11(c)(3) of the Procurement Policy Board Rules, if DEP does not receive, by October 18, 2021, from any individual a written request to speak at this hearing, then DEP need not conduct this hearing. Requests should be made to Mr. Noah Shieh via email at noahs@dep.nyc.gov.

o8

INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on Tuesday, October 26, 2021, at 10:00 AM. The Public Hearing will be held via Conference Call. Call-in #: 1-917-410-4077, ACCESS CODE: 221 087 039.

IN THE MATTER OF a proposed Purchase Order/Contract between the New York City Department of Information Technology and RCI Technologies, Inc. located at 1133 Green Street, Iselin, NJ 08830, for an NYC3 EAT Project Manager. The amount of this Purchase Order/Contract will be \$225,680.00. The term will be two years from issuance of Notice to Proceed. PIN #: 20210201004, E-PIN #: 85821Y0105. The Vendor has been selected by M/WBE Noncompetitive Small Purchase

Method, pursuant to Section 3-08 (c)(1)(iv) of the Procurement Policy Board Rules.

Pursuant to Section 2-11(c)(3) of the Procurement Policy Board Rules, if DoITT does not receive, by October 19, 2021, from any individual a written request to speak at this hearing, then DoITT need not conduct this hearing. Written notice should be sent to Mark Polyak, via email to mpolyak@doitt.nyc.gov.

o8

AGENCY RULES

CONSUMER AFFAIRS

NOTICE

Notice of Adoption

Notice of Adoption to add new rules to implement Section 1043(g) of the New York City Charter, which permits any person to petition a city agency to consider the adoption of any rule and requires each agency to have rules creating a procedure for such petitions.

NOTICE IS HEREBY GIVEN PURSUANT TO THE AUTHORITY VESTED IN the Commissioner of Consumer and Worker Protection by Sections 1043, 2203(f), and 2203(g) of the New York City Charter, and in accordance with the requirements of Section 1043 of the New York City Charter, that the Department adds Chapter 13, Sections 13-01, 13-02, and 13-03 to Title 6 of the Rules of the City of New York.

This rule was proposed and published on August 13, 2020. A public hearing was held on September 14, 2020.

Statement of Basis and Purpose of Rule

The Department of Consumer and Worker Protection (“DCWP” or “Department”) adds new rules to implement Section 1043(g) of the New York City Charter, which permits any person to petition a city agency to consider the adoption of any rule and requires each agency to have rules creating a procedure for such petitions.

Specifically, the rules set forth the procedures that petitioners must follow in petitioning the Department to consider a new rule. These rules also set forth the procedure the Department must follow in considering and responding to petitions. Additionally, these rules require the Department to deny or approve petitions within 60 days and set forth a procedure for rejecting or adopting petitions.

New material is underlined.
[Deleted material is in brackets.]

“Shall” and “must” denote mandatory requirements and may be used interchangeably in the rules of this department, unless otherwise specified or unless the context clearly indicates otherwise.

Rule Amendment

Section 1. Title 6 of the Rules of the City of New York is amended by adding a new chapter 13, to read as follows:

Chapter 13: Petitions for Rulemaking

§ 13-01 Definitions.

(a) Person. “Person” means a natural person or a business entity, including but not limited to a corporation, trust, estate, partnership, cooperative, association, firm, club or society.

(b) Petition. “Petition” means a request or application for the Department to adopt a Rule.

(c) Petitioner. “Petitioner” means the person who files a Petition.

(d) Rule. “Rule” shall have the meaning set forth in § 1041 of the City Administrative Procedure Act.

§ 13-02 Procedures for Submitting Petitions.

(a) Any Person may petition the Department to consider the adoption of a Rule. The Petition may be denied if it fails to include the following information:

- (1) The Rule to be considered, with proposed language for adoption;
- (2) Petitioner’s arguments in support of adoption of the Rule;
- (3) Petitioner’s proposal for the time period the Rule should be in

effect, if applicable;

(4) The name, address, telephone number, and email address of the Petitioner or his or her authorized representative; and

(5) The signature of Petitioner or his or her authorized representative.

(b) Any change in the name, address or telephone number of the Petitioner or his or her authorized representative must be reported to the Department.

(c) All Petitions should be typewritten, if possible, but handwritten Petitions will be accepted provided they are legible.

(d) Petitions must be submitted via the email address identified on the Department’s website or by mailing or delivering the Petition to the Department’s Deputy General Counsel, 42 Broadway, 8th Fl., New York, NY 10004.

§ 13-03 Procedures for Consideration of and Responses to Petitions.

If a Petition is submitted in proper form, the Department will deny or approve the Petition within 60 days from the date it was received. The Department will either deny such Petition in a written statement or state in writing the Department’s intention to grant the Petition and to initiate rulemaking by a specified date. The Department is not required to grant the entirety of a Petition and is not bound by the language proposed by Petitioner but may amend or modify such proposed language at the Department’s discretion.

o8

FINANCE

NOTICE

Notice of Adoption

NOTICE IS HEREBY GIVEN PURSUANT TO THE AUTHORITY VESTED IN the Commissioner of Finance by sections 1043 and 1054 of the New York City Charter; Local Law number 96 for the year 2019; and Local Law number 42 for the year 2021, that the New York City Department of Finance (“DOF” or “Department”) promulgates and adopts Amendments to Chapter 58 of Title 19 of the Rules of the City of New York, regarding the Sustainable Energy Loan Program (“Program”) within the City of New York (“City”).

This rule amendment was proposed and published on June 16, 2021. A public hearing was held on July 19, 2021. In response to a question raised at the public hearing regarding the roles of the owner of the leasehold interest and the owner of the fee interest in the Program, DOF amended subdivision (b) of section 58-03 of the rule to require the consent of the fee owner when the borrower of a Program loan is an owner of a leasehold interest.

Statement of Basis and Purpose

In 2009, the New York State Legislature enacted General Municipal Law Article 5-L, which authorizes municipalities within New York State to create and administer Property Assessed Clean Energy (“PACE”) financing programs.

In April 2019, the City of New York enacted Local Law number 96 for the year 2019 (“LL 96/2019”), codified at Chapter 30 of Title 11 of the Administrative Code of the City of New York (the “Administrative Code”), which established the Sustainable Energy Loan Program (“Program”) for commercial properties in New York City. The Office of Long-Term Planning and Responsibility coordinates the Program, and, in consultation with the New York City Department of Finance (“DOF”), a third-party administrator under contract with the City, administers the Program. The Program is intended to help owners of real property reduce energy consumption and operating costs, create a healthier occupancy environment, increase the value of their buildings, and comply with recently enacted City legislation establishing greenhouse gas emissions limits for buildings within the City.

In 2020, the New York State Legislature enacted amendments to Article 5-L of the General Municipal Law that revised the definition of the term “energy efficiency improvement” to mean improvements to new construction of a building or renovations of an existing building and to add a definition of the term “real property”. In April 2021, the New York City Council enacted Local Law number 42 for the year 2021 (“LL 42/2021”), amending Chapter 30 of Title 11 of the Administrative Code to provide that the Program could be used for new construction as well as for renovation projects, and to add a definition for the term “real property”. As a result of these amendments, the construction of new buildings, as well as retrofits and renovations of existing buildings, can take part in the Program, and the Program may make loans to eligible owners of leasehold interests, as well as to eligible owners of fee interests.

These rule amendments add the new definitions to Chapter 58 of Title

19 of the Rules of the City of New York, and make a few technical changes to account for the definition of “real property”. In addition, in response to a question raised at the public hearing held on July 19, 2021 regarding the roles of the owner of the leasehold interest and the owner of the fee interest in the Program, DOF amended the rule to require the consent of the fee owner when the borrower of PACE financing is an owner of a leasehold interest. Such consent will be contained in a separate agreement in which the fee owner and PACE borrower will resolve each party’s responsibility under the loan.

DOF’s authority for these rules is found in sections 1503 and 1043(a) of the New York City Charter, Chapter 30 of Title 11 of the Administrative Code, Executive Order No. 60, dated August 31, 2020, and LL 42/2021.

New material is underlined. [Deleted material is bracketed.]

“Shall” and “must” denote mandatory requirements and may be used interchangeably in these rules, unless otherwise specified or unless the context clearly indicates otherwise.

Rule Amendments

Section 1. Subdivision (a) of section 58-01 of Title 19 of the Rules of the City of New York is amended to read as follows:

a. The purpose of the Sustainable Energy Loan Program is to assist [property] owners of real property within New York City in making improvements to their property that save energy and utility costs.

§ 2. The definitions of “energy audit,” “energy efficiency improvement,” and “statement of account” in section 58-02 of Title 19 of the Rules of the City of New York are amended to read as follows:

Energy Audit. “Energy Audit” means a formal evaluation of the energy consumption of a permanent building or structural improvement to real property, conducted by a person certified pursuant to section 58-04 of this chapter, for the purpose of identifying appropriate energy efficiency improvements that could be made to or incorporated into the construction of the property.

Energy Efficiency Improvement. “Energy Efficiency Improvement” means any improvement to real property, whether as a component of the new construction of a building or as the renovation or retrofitting of

[a] an existing building to reduce energy consumption, such as window and door replacement, lighting, caulking, weatherstripping, air sealing, insulation, and heating and cooling system upgrades, and similar improvements, determined to be cost-effective pursuant to criteria established by the Authority. However, “energy efficiency improvement” shall not include lighting measures or household appliances that are not permanently fixed to real property.

Statement of Account. “Statement of Account” means the real property tax bill issued to [a property owner] an owner of real property by the Administering Agency.

§ 3. Section 58-02 of Title 19 of the Rules of the City of New York is amended by adding a new definition of “real property” in alphabetical order to read as follows:

Real property. The term “real property” means any property, an interest in which is or is eligible to be recorded with the city register or the office of the Richmond county clerk by the possessor of such interest.

§ 4. Subdivision b of section 58-03 of Title 19 of the Rules of the City of New York is amended to read as follows:

- b. To be eligible for a Loan, an Applicant must:
 1. Be the [fee] owner of the real property, provided that such owner does not owe any civil penalties, taxes or other debt to the City, and provided further that if the Applicant is an owner of a leasehold interest in such real property, the owner of the freehold interest in such real property shall agree to the Applicant’s participation in the Program;
 2. Enter into a Program Financing Agreement with a Lender; and
 3. Comply with all project approval requirements and application requirements contained in the Program Guidelines and these rules.

§ 5. Subdivision a of section 58-08 of Title 19 of the Rules of the City of New York is amended to read as follows:

- a. [A property owner] An owner of real property shall provide the Administrator with the annual measurement and verification data for the subject property as required in the Program Guidelines.

SPECIAL MATERIALS

CITYWIDE ADMINISTRATIVE SERVICES

■ NOTICE

**OFFICIAL FUEL PRICE (\$) SCHEDULE NO. 8836
FUEL OIL AND KEROSENE**

CONTR. NO.	ITEM NO.	FUEL/OIL TYPE	DELIVERY	VENDOR	CHANGE (\$)	PRICE (\$) EFF. 10/4/2021
4087216	1.3	#2DULS	CITYWIDE BY TW	SPRAGUE	.1133 GAL.	2.5315 GAL.
4087216	2.3	#2DULS	PICK-UP	SPRAGUE	.1133 GAL.	2.4268 GAL.
4087216	3.3	#2DULS Winterized	CITYWIDE BY TW	SPRAGUE	.1133 GAL.	2.7298 GAL.
4087216	4.3	#2DULS Winterized	PICK-UP	SPRAGUE	.1133 GAL.	2.6250 GAL.
4087216	5.3	#1DULS	CITYWIDE BY TW	SPRAGUE	.0825 GAL.	2.8175 GAL.
4087216	6.3	#1DULS	PICK-UP	SPRAGUE	.0825 GAL.	2.7127 GAL.
4087216	7.3	#2DULS >=80%	CITYWIDE BY TW	SPRAGUE	.1133 GAL.	2.5593 GAL.
4087216	8.3	#2DULS Winterized	CITYWIDE BY TW	SPRAGUE	.1133 GAL.	2.8503 GAL.
4087216	9.3	B100 B100<=20%	CITYWIDE BY TW	SPRAGUE	.1439 GAL.	4.2334 GAL.
4087216	10.3	#2DULS >=80%	PICK-UP	SPRAGUE	.1133 GAL.	2.4545 GAL.
4087216	11.3	#2DULS Winterized	PICK-UP	SPRAGUE	.1133 GAL.	2.7455 GAL.
4087216	12.3	B100 B100 <=20%	PICK-UP	SPRAGUE	.1439 GAL.	4.1286 GAL.
4087216	13.3	#1DULS >=80%	CITYWIDE BY TW	SPRAGUE	.0825 GAL.	2.8271 GAL.
4087216	14.3	B100 B100 <=20%	CITYWIDE BY TW	SPRAGUE	.1439 GAL.	4.2423 GAL.
4087216	15.3	#1DULS >=80%	PICK-UP	SPRAGUE	.0825 GAL.	2.7223 GAL.
4087216	16.3	B100 B100 <=20%	PICK-UP	SPRAGUE	.1439 GAL.	4.1375 GAL.
4087216	17.3	#2DULS	BARGE MTF III & ST. WI	SPRAGUE	.1133 GAL.	2.4921 GAL.
20225400107	3.0	#2DULSB50	STATEN ISLAND	SPRAGUE	.1286 GAL.	3.1247 GAL.
3687192	1.0	Jet	FLOYD BENNETT	SPRAGUE	.1138 GAL.	3.0152 GAL.
4287030	1.0	#4B5	MANHATTAN	UNITED METRO	.0026 GAL.	1.9934 GAL.
4287030	2.0	#4B5	BRONX	UNITED METRO	.0026 GAL.	2.0134 GAL.
4287030	3.0	#4B5	BROOKLYN	UNITED METRO	.0026 GAL.	1.9534 GAL.

4287030	4.0	#4B5	QUEENS	UNITED METRO	.0026 GAL.	1.9834 GAL.
4287031	5.0	#4B5	RICHMOND	APPROVED OIL COMPANY	.0026 GAL.	2.1734 GAL.
4187014	1.0	#2B5	MANHATTAN	SPRAGUE	.1148 GAL.	2.6782 GAL.
4187014	3.0	#2B5	BRONX	SPRAGUE	.1148 GAL.	2.6302 GAL.
4187014	5.0	#2B5	BROOKLYN	SPRAGUE	.1148 GAL.	2.6432 GAL.
4187014	7.0	#2B5	QUEENS	SPRAGUE	.1148 GAL.	2.6512 GAL.
4187014	9.0	#2B5	STATEN ISLAND	SPRAGUE	.1148 GAL.	2.7302 GAL.
4187014	11.0	#2B10	CITYWIDE BY TW	SPRAGUE	.1164 GAL.	2.7330 GAL.
4187014	12.0	#2B20	CITYWIDE BY TW	SPRAGUE	.1194 GAL.	2.8966 GAL.
4187015	2.0(H)	#2B5	MANHATTAN, (RACK PICK-UP)	APPROVED OIL COMPANY	.1148 GAL.	2.4435 GAL.
4187015	4.0(I)	#2B5	BRONX, (RACK PICK-UP)	APPROVED OIL COMPANY	.1148 GAL.	2.4435 GAL.
4187015	6.0(L)	#2B5	BROOKLYN, (RACK PICK-UP)	APPROVED OIL COMPANY	.1148 GAL.	2.4435 GAL.
4187015	8.0(M)	#2B5	QUEENS, (RACK PICK-UP)	APPROVED OIL COMPANY	.1148 GAL.	2.4435 GAL.
4187015	10.0(N)	#2B5	STATEN ISLAND, (RACK PICK-UP)	APPROVED OIL COMPANY	.1148 GAL.	2.4435 GAL.
4087216	#2DULSB5	95% ITEM 7.3 & 5% ITEM 9.3	CITYWIDE BY TW	SPRAGUE	.1148 GAL.	2.6430 GAL.(A)
4087216	#2DULSB10	90% ITEM 7.3 & 10% ITEM 9.3	CITYWIDE BY TW	SPRAGUE	.1164 GAL.	2.7267 GAL.(B)
4087216	#2DULSB20	80% ITEM 7.3 & 20% ITEM 9.3	CITYWIDE BY TW	SPRAGUE	.1194 GAL.	2.8941 GAL.(C)
4087216	#2DULSB5	95% ITEM 10.3 & 5% ITEM 12.3	PICK-UP	SPRAGUE	.1148 GAL.	2.5382 GAL.(D)
4087216	#2DULSB10	90% ITEM 10.3 & 10% ITEM 12.3	PICK-UP	SPRAGUE	.1164 GAL.	2.6219 GAL.(E)
4087216	#2DULSB20	80% ITEM 10.3 & 20% ITEM 12.3	PICK-UP	SPRAGUE	.1194 GAL.	2.7893 GAL.(F)
4087216	#1DULSB20	80% ITEM 13.3 & 20% ITEM 14.3	CITYWIDE BY TW	SPRAGUE	.0948 GAL.	3.1101 GAL.
4087216	#1DULSB20	80% ITEM 15.3 & 20% ITEM 16.3	PICK-UP	SPRAGUE	.0948 GAL.	3.0053 GAL.

**OFFICIAL FUEL PRICE (\$) SCHEDULE NO. 8837
FUEL OIL, PRIME AND START**

CONTR. NO.	ITEM NO.	FUEL/OIL TYPE	DELIVERY	VENDOR	CHANGE (\$)	PRICE (\$) EFF. 10/4/2021
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**OFFICIAL FUEL PRICE (\$) SCHEDULE NO. 8838
FUEL OIL AND REPAIRS**

CONTR. NO.	ITEM NO.	FUEL/OIL TYPE	DELIVERY	VENDOR	CHANGE (\$)	PRICE (\$) EFF. 10/4/2021
20211200451		#2B5	All Boroughs (Pickup under delivery)	APPROVED OIL	.1148 GAL	2.8576 GAL.(J)
20211200451		#4B5	All Boroughs (Pickup under delivery)	APPROVED OIL	.0940 GAL	2.7487 GAL.(K)

**OFFICIAL FUEL PRICE (\$) SCHEDULE NO. 8839
GASOLINE**

CONTR. NO.	ITEM NO.	FUEL/OIL TYPE	DELIVERY	VENDOR	CHANGE (\$)	PRICE (\$) EFF. 10/4/2021
3787120	1.0	Reg UL	CITYWIDE BY TW	GLOBAL MONTELLO	.0624 GAL	2.4001 GAL.
3787120	2.0	Prem UL	CITYWIDE BY TW	GLOBAL MONTELLO	.0373 GAL	2.5709 GAL.
3787120	3.0	Reg UL	PICK-UP	GLOBAL MONTELLO	.0624 GAL	2.3351 GAL.
3787120	4.0	Prem UL	PICK-UP	GLOBAL MONTELLO	.0373 GAL	2.5059 GAL.
3787121	5.0	E85 (Summer)	CITYWIDE BY DELIVERY	UNITED METRO	-.1106 GAL	2.7926 GAL.(G)

NOTE:

- (A), (B) and (C) Contract 4087216, item 7.3 replaced item 8.3 (Winter Version) effective April 1, 2021.**
- As of February 9, 2018, the Bio-Diesel Blender Tax Credit was retroactively reinstated for calendar year 2017. Should the tax credit be further extended, contractors will resume deducting the tax credit as a separate line item on invoices.
- Federal excise taxes are imposed on taxable fuels, (i.e., gasoline, kerosene, and diesel), when removed from a taxable fuel terminal. This fuel excise tax does not include Leaking Underground Storage Tank (LUST) tax. LUST tax applies to motor fuels for both diesel and gasoline invoices. Going forward, LUST Tax will appear as an additional fee at the rate of \$0.001 per gallon and will be shown as a separate line item on your invoice.
- The National Oil Heat Research Alliance (NORA) has been extended until February 6, 2029. A related assessment of \$.002 per gallon has been added to the posted weekly fuel prices and will appear as a separate line item on invoices. This fee applies to heating oil only and since 2015 has included #4 heating oil. All other terms and conditions remain unchanged.
- Contract #4087216, effective June 1, 2020, replaces former items (1.2-17.2) on Contract #3987206.
- Due to RIN price adjustments Biomass-based Diesel (2020) is replaced by Biomass-based Diesel (2021) commencing 1/1/2021.
- Metro Environmental Services, LLC Requirement Contract #: 20201201516/4087084 for Fuel Site Maintenance Services, Citywide has been registered and Contract is available on DCAS / OCP's "Requirements Contract" website for Citywide use as of January 27, 2020. Link to Fuel Site Maintenance Services, Citywide contract via OCP website: <https://mspww-dcsocp.dcas.nycnet/nycprocurement/dmss/asp/RCDetails.asp?vContract=20201201516>
- (D), (E) and (F) Contract 4087216, item 10.3 replaced item 11.3 (Winter Version) effective April 1, 2021.**
- G) Contract 3787121, item 5.0 replaced item 6.0 (Winter Blend) effective April 1, 2021.**
- NYC Agencies are reminded to fill their fuel tanks as the end of the fiscal year approaches (June 30th).
- (J) and (K)** Effective October 1, 2020 contract #20211200451 **PICKUP (ALL BOROUGHES) under DELIVERY** by Approved Oil.
- (H), (I), (L), (M) and (N)** Items 2.0(Manhattan), 4.0(Bronx), 6.0(Brooklyn), 8.0(Queens) and 10.0(Staten Island) are for **RACK PICKUP ONLY**.
- 13. NYC Agencies are reminded to begin preparing Purchase Orders for the New Fiscal Year (FY'22) as the end of the current fiscal year approaches (June 30th) where need and encouraged to continue utilizing Direct Order system for your fuel ordering, where it's in place.**

REMINDER FOR ALL AGENCIES:

All entities utilizing DCAS fuel contracts are reminded to pay their invoices **on time** to avoid interruption of service. Please send inspection copy of receiving report for all gasoline (E70, UL & PREM) delivered by tank wagon to OCP/Bureau of Quality Assurance (BQA), 1 Centre Street, 18th Floor, New York, NY 10007.

OFFICE OF LABOR RELATIONS

■ NOTICE

2018-2021 INTERNS AND RESIDENTS AGREEMENT

AGREEMENT entered into this 7th day of May, 2020, by and between the City of New York and the New York City Health and Hospitals Corporation d/b/a NYC Health + Hospitals (hereinafter referred to as "NYC H+H") (hereinafter referred to jointly as the "Employer") and the Committee of Interns and Residents of New York City (the "Committee"), for the period from February 26, 2018 through December 15, 2021.

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:

Section 1.

ARTICLE I - RECOGNITION

The City recognizes the Committee as the sole collective bargaining representative for employees (hereinafter collectively referred to as "House Staff Officers" or "HSOs") of the City in the following titles, if any, or replacement titles, and NYC H+H recognizes the Committee as the sole collective bargaining representative for House Staff Officers of NYC H+H in the following titles or replacement titles provided such House Staff Officers are paid directly by the City or NYC H+H, whichever the employer may be, and not through an intermediary:

Title Code	Title	Title Code	Title
53005	Intern	963710	Dental Resident PGY 1
53008	Resident	963720	Dental Resident PGY 2
963610	Resident PGY 1	963730	Dental Resident PGY 3
963620	Resident PGY 2	963740	Dental Resident PGY 4
963630	Resident PGY 3	963750	Dental Resident PGY 5
963640	Resident PGY 4	963760	Dental Resident PGY 6
963650	Resident PGY 5	53205	Junior Psychiatrist
963660	Resident PGY 6	963830	Jr. Psychiatrist PGY 3
963670	Resident PGY 7	963840	Jr. Psychiatrist PGY 4
963680	Resident PGY 8	963850	Jr. Psychiatrist PGY 5
50206	Dental Intern	963860	Jr. Psychiatrist PGY 6
50211	Dental Resident	963870	Jr. Psychiatrist PGY 7

Section 2.

The terms "employee," "employees," "House Staff Officer" and "HSO" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

Section 3.

It is not the intention of NYC H+H to utilize volunteers at any NYC H+H Hospital to undermine the rights of HSOs covered by this Agreement.

ARTICLE D - COMMITTEE SECURITY, DUES AND PAC CHECKOFF

Section 1.

The City agrees that all HSOs employed by the City, if any, and NYC H+H agrees that all HSOs employed by NYC H+H are eligible to become and remain members of the Committee of Interns and Residents.

Section 2.

The City agrees and NYC H+H agrees that they will exercise their best efforts to see that such HSOs suffer no discrimination or reprisals at

City health facilities or NYC H+H health facilities, respectively, by reason of their membership in or legitimate activities on behalf of the Committee.

Section 3.

- a. The Committee shall have the exclusive right to the check-off and transmittal of dues on behalf of each HSO in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Check-off of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees.", to the extent permitted by law.
- b. Any HSO may consent in writing to the authorization of the deduction of dues from the HSO's wages and to the designation of the Committee as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the HSO.

Section 4.

- a. The Employer shall commence deduction of dues as soon as practicable, but in no case later than thirty (30) days after receiving proof of a signed dues check off authorization card.
- b. The employer shall accept signed dues check off authorization cards, signed by means of written and/or electronic signatures. The right to membership dues shall remain in effect until the (1) HSO is no longer employed in a title represented by CIR or (2) the HSO revokes such dues check off authorization pursuant to and in accordance with the terms of the dues check off authorization card.

Section 5.

Five (5) differing amounts of dues deductions will be made available to the Committee. Dues and fees shall be deductible on the basis of percentage of salary, as designated by the Committee, to the extent feasible.

Section 6.

- a. CIR, upon its election to participate in a separate segregated fund established pursuant to applicable law, including Title 2 USC, Section 441b, to receive contributions to be used for the support of candidates for federal office, shall have the exclusive right in conformance with applicable law to the check-off for such political purposes in a manner as described in a supplemental agreement to be incorporated by reference into the Agreement.
- b. Any eligible HSO covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from said HSO's wages for such purposes in authorization form acceptable to NYC H+H which bears the HSO's signature.
- c. A copy of the Summary Annual Report to the Federal Election Commission ("FEC") of any fund established pursuant to this Section shall be submitted to the Comptroller of the City of New York and the Office of Labor Relations at the time of its submission to the FEC.

ARTICLE III - PRODUCTIVITY AND PERFORMANCE

Section 1. Performance Levels

Delivery of medical services in the most efficient and effective manner and the provision of an effective training program for HSOs are of paramount importance to the City and NYC H+H. Such achievement is recognized to be a mutual obligation of all parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following:

The Committee recognizes the City's right and NYC H+H's right under the New York City Collective Bargaining Law to establish and/or revise medical performance standards or norms notwithstanding the existence of prior medical levels, norms or standards consistent with accepted medical and training program practices and requirements. Such standards may be used to determine acceptable performance levels and to measure the performance of each HSO.

Section 2. - Performance Compensation

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance.

The Employer agrees to notify the Union of its intent to pay such additional compensation.

ARTICLE IV - WAGES**Section 1. Retroactive Lump Sum payment**

The parties agree that in lieu of any retroactive wage payments to current and former Residents for the period February 25, 2018 through March 26, 2020, Residents who are in active service as of March 26, 2020 shall instead receive the following:

- a. Effective March 26, 2020, a one-time lump sum payment of one-thousand five hundred (\$1,500) dollars will be paid to each active Resident hired on or about July 1, 2019 as part of the 2019 New Resident class. The parties estimate this number to be approximately 923 Residents.
- b. Effective March 26, 2020, a one-time lump sum payment of four-thousand (\$4,000) dollars will be paid to each remaining active Resident who was **not** part of the 2019 New Resident class. The parties estimate this number to be approximately 1,380 Residents.
- c. The retroactive lumpsum payments shall not become part of the Employee's basic salary rate nor be added to the Employee's base salary for the calculation of any salary based benefits including calculation of future collective bargaining increases.
- d. All retroactive lump sum payments to individual HSO's will be subject to all legally required deductions and withholdings.
- e. The prospective payment of all the general wage increases set forth in section 6 below shall all be effective on March 26, 2020 and shall be payable as soon as practicable after the effective date.
- f. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of this Section of the collective bargaining agreement. Such case-by-case interpretations shall not be subject to dispute resolution procedures as per past practice of the parties.

Section 2.

The appointment of an HSO shall be based on the HSO's appropriate Post Graduate Year (hereinafter "PGY") which shall be determined as follows:

- a. An HSO who has not completed at least one year of service in an accredited training program shall be placed at the PGY-1 level.
- b. An HSO who has completed one or more years of service in an accredited training program shall be placed at the PGY level which equals the number of such years of service plus one (e.g., an HSO who has completed two years of service in such a training program shall be placed at PGY-3). An HSO required to spend a prerequisite period of service in an accredited training program in a specialty other than that in which the HSO is serving shall be classified on the basis of cumulative years of such service, provided, however, that in the event an HSO changes the HSO's specialty, the HSO shall receive a maximum credit of two years for prior service in such other accredited training program.
- c. When some or all of the prior service of an HSO has been in a non-accredited training program, the HSO shall, at a minimum, be classified at the PGY level appropriate to the years of service the HSO has completed in an accredited training program. Additional credit, if any, for non-accredited training programs to be granted in establishing the appropriate PGY level for an HSO shall be determined by the HSO and the HSO's Chief at the time of appointment. If after such determination a Specialty Board should grant increased standing or credit, then an appropriate adjustment shall be made in the PGY level retroactive to the appointment date preceding notice of such adjustment. Any determination made pursuant hereto shall be deemed an appropriate subject for a grievance and relief in the event that the HSO is actively assigned to perform duties at a PGY level higher than that in which the HSO has been classified pursuant to a determination made as hereinbefore provided.
- d. For purposes of determining an HSO's appropriate PGY level, an "accredited training program" is defined as a training program accredited by the Accreditation Council for Graduate Medical Education ("ACGME"), the American Dental Association ("ADA"), the American Podiatric Medical Association ("APMA"), the American Osteopathic Association ("AOA"), or the Royal College of Physicians and Surgeons of Canada ("RCPSC").

Section 3.

An HSO converted to a PGY level pursuant to Section 2 hereof shall, if hereinafter reappointed, be deemed to have served the number of years in a training program approved by the ACGME, ADA, APMA, AOA, or RCPSC applicable to the PGY level to which the HSO has been converted and equated pursuant to Section 2 hereof.

Section 4.

An HSO who, during the term of this Agreement, successfully

completes the HSO's service for a year and is reappointed to serve for an additional year shall be advanced to the next higher PGY.

Section 5.

A year of service in a training program shall mean a year of service in a training program which shall have been certified as having been completed by the appropriate Hospital authority.

Section 6.

- a. Effective as of the dates hereafter indicated, the following pay levels shall be established:

<u>PGY LEVELS</u>	<u>2/26/18</u>	<u>3/26/20</u>
PGY-1	\$61,669	\$66,247
PGY-2	\$64,221	\$68,989
PGY-3	\$69,323	\$74,469
PGY-4	\$71,724	\$77,049
PGY-5	\$73,826	\$79,307
PGY-6	\$75,777	\$81,403
PGY-7	\$79,678	\$85,593
PGY-8	\$81,343	\$87,382

- b. In those instances where housing is provided by NYC H+H to HSOs, the annual pay rates indicated above shall be reduced by the following amounts:

<u>2/26/18</u>	<u>3/26/20</u>
\$4,064	\$4,365

Section 7.

Part-time per annum, per session, hourly paid, and per diem employees and employees whose normal work year is less than a full calendar year shall receive a rate provided in Section 6 prorated on the basis of computations heretofore utilized by the parties for all such employees.

Section 8.

- a. Each Chief Resident shall receive the following annual amounts prorated for the period of service as Chief Resident:

<u>2/26/18</u>	<u>3/26/20</u>
\$4,396	\$4,722

- b. The Chief Resident differential shall be paid only when authorized in writing by the Chief of Service or, when for a period of two or more calendar months, a House Staff Officer substantially performs the duties of a Chief Resident with the knowledge and consent of the Chief of Service.

Section 9.

Effective July 1, 2009, new PGY 1 Psychiatry residents will be paid as PGY 1. First, second and third year residents in Psychiatry who, prior to July 1, 2009, were receiving pay at the rates of second, third, and fourth year residents, respectively, shall continue to receive such compensation as set forth in the prior agreement between the parties, during their service at a NYC H+H Hospital.

Section 10.

In the event of an erroneous overpayment to an HSO of an amount exceeding 25% of the HSO's regular gross pay, the City and NYC H+H will not make wage deductions for recoupment purposes in amounts greater than 25% of the HSO's regular gross pay, except if the amount of the overpayment exceeds \$1,000. In cases where the overpayment exceeds \$1,000, deductions may be made in larger installments at the discretion of the Agency Head. Any recoupment shall be limited to the period up to six years prior to the commencement of such proceedings for recoupment.

ARTICLE V - VACATIONS AND LEAVE TIME**Section 1.**

- a. The vacation for all HSOs shall be four weeks per annum (July 1 through June 30). The Hospitals will make a reasonable effort not to assign House Staff Officers on-call duty (including beeper calls) or to make rounds on shifts immediately prior to or immediately after the start of an officer's scheduled vacation.

Section 2.

When, due to the needs of a given service, it is necessary to limit vacations, they may be limited to the extent of one week per HSO, at

the discretion of the HSO's Chief of Service, and pay for lost vacation shall be granted.

Section 3.

Anything to the contrary herein notwithstanding, lesser vacation benefits may be provided where appropriate Specialty Boards require lesser vacation terms, and pay for lost vacation shall be granted.

Section 4.

Anything to the contrary herein notwithstanding, pay in lieu of vacation shall be provided in the case of Residents serving their last year of residence, where full House Staff coverage in the given service cannot, in the discretion of the appropriate Chief of Service, be obtained.

Section 5.

Medical disability due to pregnancy or childbirth shall be considered as sick leave.

Section 6.

An HSO shall be paid at the HSO's regular pay for three (3) working days' absence in the event of the death of the HSO's parent, spouse, child, brother, sister, or grandparent. Such three days must be taken consecutively within a reasonable time of the day of the death or day of the funeral and may not be split or postponed. Bereavement leave shall be granted for the death of a "domestic partner" pursuant to the terms set forth in Executive Order No. 48, dated January 7, 1993. With the prior approval of a Program Director, an HSO can use other paid leave time for additional time needed.

Section 7.

Time off with pay for specialty exams, licensure exams, and any other exams required by a program will not be unreasonably denied.

Section 8.

- a. Eligibility for non-chargeable education leave shall be as per NYC H+H policy (June 26, 1997, Memorandum, "Non-chargeable Education Leave").
- b. Effective July 1, 1989, reimbursement for conference expenses was assumed by the CIR House Staff Benefits Plan and any obligation for future funding of such expenses by the City or NYC H+H ceased.

Section 9. Personal Well-being Days

See Article XXIII section (2).

ARTICLE VI - INDIVIDUAL CONTRACTS

Section 1.

- a. Each HSO shall, prior to the HSO's employment in any Hospital of NYC H+H, receive a written contract not inconsistent with any of the provisions herein, which shall set forth the Hospital and NYC H+H commitments to such HSO in the following areas: (a) maintenance of electives, (b) rotational schedule, and (c) PGY level and wages appropriate to the PGY level. The HSO's Chief of Service shall make best efforts to notify the HSO, in writing, at least seven (7) days prior to a new rotation.
- b. In the event of a conflict between the terms of an individual written contract of HSOs who commence employment on or after July 1, 1983, and the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 2.

The form of individual contract presently used by NYC H+H shall be furnished to the Committee and, if changed, a copy of any such change will be furnished to the Committee prior to its use.

Section 3.

HSOs who have July 1st appointments will be notified in writing by November 15th(December 15th at PGY-1) and HSOs with any other appointment date will be notified in writing within four and one-half (4 1/2) months thereafter (5 1/2 months at PGY- 1), if their services are not to be renewed for the next year of a given residency program. Earlier notice, if possible, will be given to such House Staff Officers.

Section 4.

No individual waiver by an HSO of the HSO's rights or those of the Committee under the collective bargaining agreement shall be effective unless consented to in writing by the Committee.

Section 5.

- a. NYC H+H will notify each HSO affected and the Committee:
 - i. Within thirty (30) days of a decision to discontinue any training program for any reason.
 - ii. Immediately upon receipt from the ACGME, ADA, APMA, AOA, or the RCPSC of notification regarding non-

accreditation or probation or similar change in the professional status of any training program.

- b. In the event of a decision to discontinue a training program, NYC H+H's obligation with regard to each HSO affected shall be to assign such HSO, with concurrence of the Affiliate, which concurrence shall not be unreasonably withheld, to an approved program at another NYC H+H Hospital, or where appropriate, NYC H+H shall make other necessary arrangements to settle the employment contract and training program obligations.

ARTICLE VII - WORK SCHEDULES

Section 1.

The parties recognize the undesirability of excessive work hours for HSOs inconsistent with optimum patient care and high standards of training and will make every effort to resolve problems in furtherance of these principles. Subject to budgetary limitations and procedures for establishing budgets, House Staff work schedules shall be consistent with optimum patient care, high standards of training, specialty board requirements and limitations, and the health and well-being of HSOs, including their reasonable social needs and need for adequate rest. A grievance, which shall consist of a dispute concerning the application or interpretation of Sections 1 and 2 of this Article, shall be processed in accordance with the following procedure:

- Step I.** The Employee and/or the Committee shall present the grievance in the form of a memorandum to the Executive Director not later than ninety (90) days after the date on which the grievance arose. The Employee may also request an appointment to discuss the grievance. The Executive Director shall take any steps necessary for a proper disposition of the grievance and shall reply in writing by the end of the tenth (10th) work-day following the date of submission.
- Step II.** An appeal from an unsatisfactory determination at Step I shall be presented in writing to NYC H+H Director of Labor Relations. The appeal must be made within thirty (30) days of the receipt of the Step I determination. NYC H+H Director of Labor Relations, or the Director's designated representative, may meet with the Employee and/or the Committee for review of the grievance and, in any event, shall issue a written reply by the end of the tenth (10th) working day following the date on which the appeal was filed.
- Step III.** An appeal from an unsatisfactory determination at Step II shall be presented in writing within thirty (30) days to a panel consisting of one Committee representative, one physician and/or dentist selected by NYC H+H, and the Vice President responsible for medical affairs (or the equivalent officer or successor or his/her designee) as chairperson for such disposition as is appropriate. This panel shall render its decision by a majority vote within ten (10) days after completion of the appeal process, and such decision shall be final and binding.

Section 2.

Wherever practicable, changes in a work schedule during an HSO's contract term shall be the subject of reasonable prior notice to the affected HSO. If such notice does not provide sufficient time to process a grievance through Steps II and III of Section I hereof, the Committee shall be entitled to proceed directly from Step I to Step III, Section 1, hereof.

Section 3.

- a. No HSO shall be required to perform duty in the hospital more frequently than an average of ten (10) calendar nights within a thirty (30)-day calendar period.
- b. Subject to the applicable provisions of Article V, Sections 2 and 3, an HSO who uses the leave time provided for in Article V will not be required to make up on-call duty that the HSO would have otherwise worked during the period of said leave.
- c. Any grievance arising under this Section 3 shall be presented in accordance with the procedure noted in Article XVI, Grievances, Sections 2 through 10 inclusive.

Section 4.

- a. HSOs performing on-call duty in addition to their anticipated normal on-call schedule shall, subject to subsection 4(k) below, be compensated for each additional on-call duty at the rates indicated below. This provision includes HSOs listed on the "jeopardy" or "sick call" schedule:

2/26/18

Week Night	\$418
Weekend/Holiday	\$558

b. HSOs performing on-call duty in addition to their normal day's work, usually in coordination with a night float system, where a HSO is not scheduled to work overnight ("Short Call") shall, subject to subsection 4(k) below, be compensated for each additional Short Call duty at the rate indicated below:

2/26/18

\$210

c. In arranging on-call duty coverage for a sick or disabled House Staff Officer, preference shall be given to House Staff Officers within the department who agree to accept such additional on-call duty. Thereafter, insofar as is practical, preference shall be given to any other approved HSO within the facility who applies, prior to any involuntary assignment of additional on-call duty. Program Administrators or scheduling chiefs shall make reasonable efforts not to reassign a House Staff Officer from a rotation or an elective for additional on call duty. If a House Staff Officer on a rotation or an elective must be reassigned from his/her rotation or elective for additional on-call duty, he/she shall be paid at the rates indicated above.

d. Effective February 26, 2018, the payments provided in subsections 4(a) and 4(b) shall be made for all additional on-calls performed as coverage for a House Staff Officer absent due to illness or disability or personal/well-being day. An absent House Staff Officer shall not be required to make up on-call duty that the HSO would otherwise have worked during said illness or disability. Coverage for single absences due to illness or disability shall not be paid where it is practical to require the absent House Staff Officer to serve on-call in the same rotation in place of the House Staff Officer who provided coverage. Payment for additional on-call duty performed because of the absence of a HSO due to bereavement leave shall be permitted.

Effective March 26, 2020 the payments provided in subsections 4(a) and 4(b) shall be made for all additional on-calls performed as coverage for a House Staff Officer absent due to illness or disability or personal/well-being day. An absent House Staff Officer shall not be required to make up on-call duty that the HSO would otherwise have worked during said illness or disability. Coverage for single absences due to illness or disability shall not be paid where it is practical to require the absent House Staff Officer to serve on-call in the same rotation in place of the House Staff Officer who provided coverage. Payment for additional on-call duty performed because of the absence of a HSO due to bereavement leave shall be permitted.

e. Daytime coverage for a temporarily sick or disabled House Staff Officer shall be shared by the remaining House Staff Officers where such additional duties do not violate Article VII, Section I.

f. Nothing in subsections 4(a) through 4(e) above shall be construed to permit the performance of on-call duty in violation of Article VII, Section 3, above or determine the remedies thereunder.

g. When House Staff Officers voluntarily exchange on-call assignments for their mutual benefit, such on-call duties shall not be considered additional on-call duty and provisions for additional compensation in this Article shall not apply.

h. The provisions of subsection 4(d) above are not intended to alter the responsibilities and obligations of appropriate hospital authorities with regard to certification of completion by House Staff Officers of specialty board requirements.

i. The provision for payment in subsections 4(a) and 4(b) above shall be funded by NYC H+H in the annual amounts below, to be apportioned equitably among the NYC H+H facilities employing HSOs covered by this Agreement.

2/26/18

\$379,474

Effective 2/26/18 the annual rates for funding as stated above is in accordance with Article XXI, Section 15 of this agreement.

j. NYC H+H shall provide the Committee with monthly reports of expenditures at each facility, identifying each HSO receiving payment by name, department, and Social Security number. The report shall name the HSO for whom coverage was provided and the date(s) of such coverage. Should it appear that any facility may exhaust its prorated share during any July 1 - June 30 period, NYC H+H will meet with the Committee so that the parties may consider such measures as may be mutually acceptable to continue the program at the institution. Funds remaining at the end of any July I-June 30 period shall be carried forward to the succeeding year or, at the option of CIR, transferred to the Patient Care Trust Fund, or applied in such other manner as the parties may agree upon.

k. NYC H+H shall not be required to compensate HSO's in the manner set forth in subsections 4(a), (b), and (c) above if the fund established for the provision of said compensation (the "On Call

Pool") is exhausted. If the usage of the On Call Pool exceeds \$290,000 in any six month period, or \$480,000 in a calendar year, NYC H+H and CIR will meet to discuss what measures, if any, should be taken.

Section 5.

- a. Moonlighting shall be prohibited during the HSO's first post-graduate year (PGY-1).
- b. During PGY-2 and thereafter, moonlighting shall be permitted if it does not impinge on or interfere with the HSO's performance of the HSO's required duties at the hospital or with the HSO's educational obligations.
- c. If, in the opinion of a Chief of Service, moonlighting has impinged on or interfered with an HSO's primary obligations, the Chief of Service may demand that the moonlighting cease.
- d. An HSO and/or the Committee may appeal through the grievance procedure a Chief of Service's demand that the HSO cease moonlighting.

Section 6.

- a. Effective May 31, 2013, a residency training program operating within an NYC H+H facility may create a "Critical Care Coverage" elective in the program by which Residents work additional hours to cover the staffing needs of the hospital outside of their scheduled shifts, within the allowable work hours regulations set forth by the ACGME, ADA, APMA, AOA, or RCPSC as applicable.
- b. Additional work hours shall be prohibited during the HSO's first post-graduate year (PGY-1).
- c. During PGY-2 and thereafter, working additional hours as an elective of their training program shall be permitted if it does not impinge on or interfere with the HSO's performance of the HSO's required duties at the hospital or with the HSO's educational obligations.
- d. If in the opinion of the Chief of Service, working additional hours as impinged on or interfered with an HSO's primary obligations, the Chief of Service may demand that the additional hours cease. The decision to cease additional hours is final and shall not be reviewable in any forum.
- e. House Staff Officers that meet the above criteria shall be compensated at the Elective Critical Care Coverage rate of \$418 for coverage on a weekday or \$558 for coverage on a weekend or holiday. This rate shall not be increased without the express consent of the parties.

ARTICLE VIII - PATIENT CARE TRUST FUND

- a. Effective each April 1st and October 1st, NYC H+H shall transfer a sum equivalent to 0.15 percent (fifteen one-hundredths of one percent) of the Gross Annual Payroll for HSOs to the Patient Care Trust Fund (PCTF). For purposes of this provision, the Gross Annual Payroll shall be calculated by using NYC H+H's payroll for the applicable payday immediately preceding the aforementioned effective dates.
- b. Effective April 26, 2017, and continuing thereafter, in accordance with Article VIII, Section a, of this Agreement, an additional 0.06 percent of the gross annual payroll shall be paid into the PCTF.
- c. The said sums shall deposited into the PCTF shall be applied toward the improvement of patient care for the people of New York City by 1) purchasing or assisting in the purchase of equipment and/or supplies to be used in municipal NYC H+H hospitals and related NYC H+H medical facilities for the improvement of patient care; 2) supporting programs to train and educate NYC H+H health professionals, who care for the people of New York City; 3) supporting programs and research related to improved health and better patient care for the people of New York City; and/or 4) supporting programs and initiatives aligned with the mission of NYC H+H. This shall not create any obligation on the part of the City or NYC H+H to provide additional contributions or payments of any kind.
- d. Prior to the purchase of any equipment or the funding of any programs or research, the PCTF shall present its proposal(s) for the funding of programs or research or for the purchase of equipment or supplies to the President of NYC H+H or his/her designee for approval. The CIR and the PCTF shall make best efforts to invite the NYC H+H President or his/her designee to participate in discussions regarding any proposals that would require more than [\$100,000] of PCTF funds. Should the President or his/her designee accept an offer to purchase equipment, NYC H+H shall locate and use the equipment in accordance with the terms of the offer, and the equipment shall become the property and sole responsibility of NYCH+H.
- e. If the President or his/her designee rejects a proposal to fund a program or research, or a proposed purchase, the President or his/her designee shall state in writing the reasons within thirty (30)

days of the receipt of the proposal. If the President or his/her designee rejects the proposal, the PCTF shall submit alternative proposal(s) to the President or his/her designee. The decision of the President or his/her designee is final and the foregoing provision is not subject to the grievance and arbitration provisions of the Agreement. It is understood that there is no continuing obligation for the City or NYC H+H to make any additional such payment during the term of this Agreement.

ARTICLE IX – CHILD CARE FUND

Section 1.

Effective October 27, 2017, and continuing thereafter, pursuant to the provisions of a separate agreement between the City of New York, NYC H+H, and CIR, 0.52 percent of the gross payroll annually shall be paid into the HSBP for the provision of childcare benefits for covered employees. Payments shall be calculated on a quarterly basis and paid within 60 days of the end of each quarter.

Effective December 26, 2019, the above Child Care Fund contribution shall be increased by an additional 0.354% of gross annual payroll, for a new total contribution amount of 0.874% of the gross annual payroll.

In addition, effective March 26, 2020, NYC H+H shall pay a one-million (\$1,000,000) one-time lump sum payment in the above CIR Childcare Fund.

ARTICLE X - COMBINED REIMBURSEMENT FUND

- a. A Combined Reimbursement Fund is to be established for the reimbursement of employment related expenses as may be jointly approved by the parties. The Fund shall be administered by trustees appointed by CIR subject to the terms of a signed separate supplemental agreement.
- b. Effective each April and October, NYC H+H shall remit to the Combined Reimbursement Fund a contribution equivalent to 0.775 percent of the annualized base payroll for HSOs based upon NYC H+H's the first payroll in the month such payment is due. Such contributions shall be contingent upon and subject to the terms of the signed separate supplemental agreement.

ARTICLE XI - CIR HOUSE STAFF BENEFITS PLAN

- a. This Agreement incorporates the terms of 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, as appended to this agreement.
- b. Effective November 8, 2006, the contribution paid on behalf of each full-time per annum HSO to the CIR House Staff Benefits Plan shall be \$1,640 per annum. Effective March 26, 2018, that amount shall be increased to \$1,740 per annum.
- c. Contributions remitted to the CIR House Staff Benefits Plan (hereinafter "HSBP") pursuant to this Article XI are contingent upon and subject to the terms set forth in a signed separate trusted fund agreement between the City, NYC H+H and the Committee.
- d. The Committee agrees to provide welfare fund benefits to domestic partners of covered HSOs in the same manner as those benefits are provided to spouses of married covered HSOs.

ARTICLE XII- HEALTH AND HOSPITAL BENEFITS

Section 1.

The parties agree that the following provisions from the 1993 Municipal Memorandum of Economic Agreement shall remain in full force and effect, except as otherwise modified by provisions of the 2000 DC37 Memorandum of Economic Agreement and the Appendices.

Section 2.

Effective April 1, 1995 and thereafter, the Employer's cost for each contract for each Employee and for 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 payment for GHI-CBP/Blue Cross family coverage shall be equal to the payment for HIP/HMO family coverage).

Section 3.

The Employers shall continue to contribute on a City employee benefits program-wide basis the additional annual amount of \$35 million to maintain the health insurance stabilization reserve fund created in Section 7 of the 1984-87 Municipal Coalition Economic Agreement. Said funds shall be paid in two installments of seventeen million, five hundred thousand in January and July of each year.

Section 4.

Pursuant to paragraph 7 of the Health Benefits Agreement dated January 11, 2001, notwithstanding the above, in each of the fiscal years 2001 and 2002, the City shall not make the annual \$35 million

contribution to the health insurance Stabilization Fund.

Section 5.

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 a reconfiguration of this package which in no event will provide for costs in excess of the total costs of the 2000 DC 37 Memorandum of Economic Agreement as set forth therein. However, it is understood that CIR 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.

ARTICLE XIII - ON-CALL ROOMS

Section 1.

- a. On-call rooms shall be regularly cleaned and shall have functioning locks with keys available to House Staff Officers. Bathrooms and showers in on-call areas shall be regularly cleaned and properly supplied. Clean linens and towels will be supplied on a regular basis. NYC H+H will take reasonable steps to provide shower facilities accessible to on-call rooms, where feasible, provided that such shower facilities can be provided without new construction or structural renovation or significant costs.
- b. The number and location of existing on-call rooms shall not be reduced or changed without at least thirty (30) days' notice to CIR and the opportunity to discuss planned changes with the administration.

Section 2.

The sole remedy for alleged violations of this Article shall be a grievance pursuant to Article XVI of this Agreement.

Section 3.

In construing Section 1 of this Article, an arbitrator shall initially have the power only to decide whether the subject facilities meet the standards of Section 1 of this Article but may not affirmatively direct how NYC H+H should comply with Section 1. If the arbitrator determines that NYC H+H is in violation of Section 1, NYC H+H shall take appropriate steps to remedy the violation. If, in the opinion of the Committee, NYC H+H does not achieve compliance within a reasonable period of time, the Committee may reassert its claim to the arbitrator. Upon such second submission, if the arbitrator finds that NYC H+H has had a reasonable time to comply with the terms of Section 1 and has failed to do so, then, and only then, the arbitrator may order NYC H+H to follow a particular course of action which will effectuate compliance with the terms of Section 1. However, such remedy shall not exceed appropriations available in the current budget allocation for the involved facility for such purposes.

ARTICLE XIV - MEDICAL BOARD REPRESENTATION

Section 1.

Each NYC H+H Hospital Medical Board shall include in its regular voting membership two representatives of the House Staff of such Hospital, one of whom shall be the President of the House Staff, the other to be chosen by vote of the House Staff. The President of the House Staff shall also serve as a voting member of the Executive committee of the Medical Board.

Section 2.

Each NYC H+H Hospital Medical Board shall establish a Committee designated as the House Staff Affairs Committee or similar title, the primary concern of which shall be medical education, internship and residency programs, and medical policy matters directly affecting HSOs.

Section 3.

The House Staff Affairs Committee is intended to be a working committee of the Medical Board and shall meet regularly. It shall consist of not more than 10 nor less than 7 voting members. In the event that the House Staff Affairs Committee shall consist of 7-8 voting members, no fewer than 3 shall be HSOs elected by the House Staff. In the event that the House Staff Affairs Committee shall consist of 9-10 voting members, no fewer than 4 shall be HSOs elected by the House Staff. The HSOs serving on the Medical Board shall, *ex officio*, also serve on the House Staff Affairs Committee as nonvoting members thereof if not otherwise elected thereto pursuant to Section 3 hereof.

Section 4.

The Secretary to the Medical Board shall forward to the Committee of Interns and Residents the names of the Medical Board members comprising the House Staff Affairs Committee within five days succeeding its establishment.

Section 5.

Each NYC H+H Hospital will notify the Committee of the date of inspection by JCAHO and will make available to the Committee

representative or representatives on the Medical Board the JCAHO report that is presented to the Medical Board.

ARTICLE XV - MALPRACTICE INSURANCE

Section 1.

The City shall be liable for and save harmless each HSO covered hereunder for any claim for damages and/or personal injuries alleged to have been sustained by a claimant as a result of any action or omission occurring in the performance of the HSO's duties and within the scope of his or her employment.

Section 2.

The foregoing is conditioned upon each of the following:

- a. NYC H+H's HSOs shall promptly forward to NYC H+H all summonses or notices of whatsoever nature pertaining to claims received or served upon them or each of them.
- b. NYC H+H's HSOs shall cooperate fully in aiding the City to investigate, adjust, settle, or defend each claim, action, or proceeding.
- c. The defense of all claims, actions, and proceedings within the purview of this Article shall be conducted by the City. NYC H+H Counsel of the City shall appear and defend such actions and proceedings on behalf of the HSOs.
- d. No settlement shall be made without the approval of the City, including the Comptroller, and in accordance with procedures previously employed to settle actions involving municipal employees.
- e. In the event of any appeal from a judgment against NYC H+H's HSOs, the City will promptly satisfy the judgment or stay the execution thereof by filing the appropriate bonds or instruments so that execution shall not issue against the HSOs.

ARTICLE XVI - GRIEVANCE PROCEDURES

Section 1.

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, authorized existing policy, or orders of NYC H+H affecting the terms and conditions of employment;
- c. A claimed regular or recurrent assignment of HSOs to duties substantially different from those stated in their job specifications;
- d. A question regarding the non-renewal of the appointment of an HSO.
- e. The provisions of this Article XVI shall not apply to a grievance under Article VII, Sections I and 2.

Section 2.

Step I The Employee and/or the Committee shall present the grievance in writing to the Chief of Service or to the Executive Director or the Director's designee no later than ninety (90) days after the date on which the grievance arose, and in grievances brought under Section 1 (D) the grievance shall be presented no later than ninety (90) days after the date on which written notice of non-renewal is received. The individual to whom the grievance was presented shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the tenth (10th) work-day following the date of submission, except for grievances brought under Section 1 (D), where the reply shall be in writing by the end of the fifth (5th) working day following the date of submission.

For all grievances as defined in Section 1(c), no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance unless such grievance has been filed within thirty (30) days of the assignment to the alleged out-of-title work.

Step II(a) An appeal from an unsatisfactory determination at Step I, except for an appeal brought under Section 1(d), shall be presented in writing to NYC H+H's Director of Labor Relations. The appeal must be made within ten (10) working days of the receipt of the Step I determination. NYC H+H's Director of Labor Relations or his/her designated representative, if any, may meet with the Employee and/or the Committee for review of the grievance and shall in any event issue a determination in writing by the end of the tenth (10th) workday following the date on which the appeal was filed.

Step II(b) An appeal from an unsatisfactory determination at Step I in regard to a grievance brought under Section 1(d) must

be brought within fifteen (15) days of receipt of the Step I determination to the House Staff Affairs Committee of the Medical Board for evaluation and determination. An HSO and/or CIR appealing to the House Staff Affairs Committee shall be given advance written notice of when the House Staff Affairs Committee will consider the appeal. The House Staff Affairs Committee will render a written decision and provide it to the HSO and/or CIR. All decisions of the House Staff Affairs Committee may be reviewed by the Medical Board. If the Medical Board reviews the case, advance notice and a written decision will be provided the HSO and/or CIR. The decision of the Medical Board in all such matters shall be final.

Step III An appeal from an unsatisfactory determination at Step II(a) may be filed by the Committee with the Office of Collective Bargaining for impartial arbitration within thirty (30) days of receipt of the Step II(a) decision. NYC H+H shall have the right to appeal any grievance determination under Section I, except for grievances brought under Section 1(d) directly to arbitration. Such appeal shall be filed within thirty (30) days of the receipt of the determination being appealed. The Committee and/or NYC H+H shall commence such arbitration by submitting a written request therefor 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 accordance with the Consolidated Rules of the Office of Collective Bargaining, except that each party shall be separately responsible for any costs or fees of any member of the arbitration board selected by such party, other than the impartial arbitrator. The costs and fees of such arbitration shall be borne equally by the Committee and the Employer. The determination or award of the arbitrator or the arbitration board noted in Section 8 of this Article shall be final and binding and shall not add to, subtract from, or modify any contract, rule, regulation, authorized existing policy, or order mentioned in Section 1(b) and 1(c) of this Article existing at the time the grievance arose.

Section 3.

As a condition to the right of the Committee to invoke impartial arbitration set forth in this Article, the Employee or Employees and the Committee 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 Committee to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

Any grievance of a general nature affecting a large group of HSOs 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 Committee at Step II(a) of the grievance procedure, without resort to the previous step.

Section 5.

If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Committee may invoke the next step of the procedure, except, however, that only the Committee may invoke impartial arbitration under Step III.

Section 6.

The Employer shall notify the Committee in writing of all grievances filed by HSOs, all grievance hearings, and all determinations. The Committee 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.

Section 7.

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.

Section 8.

At the request of both parties after the appointment of an arbitrator, or at the request of one party and the arbitrator, there shall be constituted a tripartite arbitration board consisting of the impartial arbitrator, a physician or dentist designated by the Committee, and a physician or dentist designated by NYC H+H. The arbitrator shall be the chairperson and presiding member of the arbitration board and shall be the only voting member of the arbitration board. The determination or award of the arbitration board shall be final and binding and shall not add to, subtract from, or modify any contract, rule, regulation, authorized existing policy, or order mentioned in Section 1(b) and 1(c) of this Article existing at the time the grievance arose.

Section 9.

The grievance and 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.

Section 10.

HSOs may be assisted at all stages of the procedures herein set forth in this Article by representatives of the Committee.

ARTICLE XVII - DISCIPLINARY ACTION**Section 1.**

HSOs shall have the right to a hearing before being subject to disciplinary action except as hereinafter provided. There shall be no disciplinary action taken against an HSO except for cause and pursuant to and after completion of the procedures herein provided. Notwithstanding the provisions of Section 6(d) below, when a charge of failure to complete delinquent charts is sustained following proper notice and hearing as below, the proposed discipline may be implemented before the completion of those procedures by the Hospital Executive Director when it is a reprimand or by the Corporate Director of Labor Relations when it is other than a reprimand.

Section 2.

It is understood that an HSO may be reassigned from medical responsibilities without a hearing when the HSO's continued presence is deemed to risk the successful operation of the hospital. Following such reassignment by either the Chief of Service or the Executive Director of the hospital, the Committee shall have the right to an immediate appeal to an arbitrator or arbitration board as hereinafter provided.

Section 3.

When disciplinary action against an HSO is contemplated either by a Chief of Service or Executive Director, written charges and proposed disciplinary action shall be presented by the Executive Director to the Committee and to such HSO, who shall be notified of the HSO's right to appear before the Executive Director or duly designated representative for the purpose of an informal hearing before such Executive Director or designee. The Executive Director shall have the right to affirm, rescind, or modify the charges and/or proposed action after such informal hearing.

Section 4.

In the event that the Executive Director does not rescind the charges and proposed disciplinary action, the HSO or Committee shall appeal to NYC H+H Director of Labor Relations or the Director's designee who will hold a conference with the HSO and the Committee. The Director shall issue a determination in writing to the HSO and the Committee affirming, rescinding or modifying the charges and the proposed disciplinary action.

Section 5.

The proposed decision of NYC H+H Director of Labor Relations shall become final unless the Committee requests in writing to the Office of Collective Bargaining, with simultaneous notice to NYC H+H and the Executive Director, within 10 days after the receipt of the decision of NYC H+H Director of Labor Relations, that said decision be submitted to arbitration pursuant to this Article XVII.

Section 6.

- a. Arbitration hereunder shall determine whether just cause or basis exists to sustain the charges and, if so, whether there is just cause or basis for the proposed disciplinary action. The arbitrator shall be authorized to accept, reject, or modify the charges or proposed disciplinary action. The determination or award of the arbitration shall be final and binding and shall not add to, subtract from, or modify any contract, or any rule, regulation, existing authorized policy, or order mentioned in Section 1 (b) and (c) of Article XVI existing prior to the notice provided by Section 3 hereof.
- b. Arbitration hereunder shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining, except as modified in (c) of this Section. The costs and fees of such arbitration shall be borne by the Committee and NYC H+H as provided in Article XVI, Section 2.
- c. At the request of both parties after the appointment of an arbitrator, or at the request of one party and the arbitrator, there shall be constituted a tripartite arbitration board consisting of the impartial arbitrator, a physician or dentist designated by the Committee, and a physician or dentist designated by NYC H+H. The arbitrator shall be the chairperson and presiding member of the arbitration board and shall be the only voting member of the arbitration board. The determination or award of the arbitration board shall be final and binding and shall not add to, subtract from, or modify any contract, rule, regulation, authorized existing policy, or order mentioned in Section 1 (b) and (c) of Article XVI

existing prior to the notice provided by Section 3 hereof.

- d. No disciplinary action shall be imposed upon an HSO until said action has become final pursuant to Section 5 hereof or said action has been subject to a determination and award in arbitration pursuant to Section 6 hereof.

Section 7.

The Hospital will arrange the schedules of HSOs who are involved in disciplinary or grievance procedures so as to permit reasonable time off

Section 8. Remediation

Effective March 26, 2020, if, in the discretion of the Facility Chief Medical Officer, the HSO's chief of service, or program director, it is decided that an HSO should be placed on a remediation plan, the department will inform the HSO in a timely manner that his/her performance is considered to be substandard and will indicate what the specific aspects of the HSO's performance need improvement. Any formal remediation plan should be in writing and include a reasonable timeframe as determined by the Program Director and or Chief of Service with specific goals for improvement and a specific plan to achieve these goals. The HSO shall be given a copy of the remediation plan and have the opportunity to discuss the plan with program Director. The HSO will be allowed to file, in writing, a rebuttal/ response to the evaluation of substandard performance as part of their personnel file, but will not impact the decision for remediation. The HSO may also be assigned a mentor (attending physician) from within the program to facilitate adherence and successful fulfillment of the remediation plan. The Remediation Plan should serve as an educational tool to assist the HSO in meeting the required performance standards. HSO's should be offered the opportunity to have CIR representation in meetings with the employer to discuss their remediation plan.

Section 9. Probation

Effective, March 26, 2020, if an HSO is placed on probation (Probation defined as a process that places the HSO into a "trial period" to evaluate performance and provide necessary, outlined, performance improvements) for any reason, that action must be in writing and include: a summary of the reasons for the action, the area(s) of performance to be improved, a summary of the criteria for judging adequate improvement, and the date upon which the probation will be reviewed. Probation cannot be imposed until the HSO has received notice either in person or to his/her email address. The HSO shall be given a copy of the probation and have the opportunity to discuss the plan with program Director. HSO will have the ability to submit a written rebuttal, but that will not change probationary status. HSO should be made aware that he/she has right to CIR representation in all Probationary meetings.

The Employer is not required to place HSO's on a remediation plan and/or probation to pursue disciplinary charges and reserves its rights to proceed directly to discipline in situations where it deems appropriate.

ARTICLE XVIII - PROHIBITION AGAINST DISCRIMINATION

No NYC H+H institution shall discriminate against an HSO on account of race, color, creed, national origin, place of medical education, sex, sexual orientation, affectional preference, or age in any matter of hiring or employment, housing, credit, contracting, provision of service, or any other matter whatsoever. Further, in relation to equal employment opportunity in city employment and training for physically handicapped individuals, NYC H+H shall follow the procedures set forth in the Mayor's Executive Order No. 14, dated May 21, 1974. Standards and policies affecting HSOs for provision of facilities shall be justly applied to all HSOs.

ARTICLE XIX - LOUNGES

NYC H+H's Vice President for Corporate Affairs shall issue a memorandum within thirty (30) days of the Financial Control Board's approval of the Contract to the Hospitals' Executive Directors directing them to ascertain if lounge space can be made available for utilization by HSOs. If lounge space can be made available, the Executive Director, in conjunction with the House Staff Affairs Committee in each hospital, shall prepare a proposal recommending designation of such space for House Staff lounges. Subject to the availability of funds and the concurrence of the Executive Director, the proposal shall also recommend reasonable measures to be taken to make the lounge area clean and secure and to set forth a projected timetable for completion. Implementation of such proposals shall be within sixty (60) days after the concurrence of the Executive Director.

ARTICLE XX - NO STRIKES

Neither the Committee nor any Employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignations.

ARTICLE XXI - MISCELLANEOUS

Section 1. Interest Payments

Interest on wage increases shall accrue at the rate of three percent (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. Interest accrued shall be payable only if the amount of interest due to an individual HSO exceeds five dollars (\$5).

Section 2. Translators

Each NYC H+H Hospital will make reasonable efforts to provide or compile a list of available personnel to act as translators.

Section 3. Bulletin Boards

Each NYC H+H Hospital will provide bulletin board space for use by the Committee and conference rooms, at the Committee's request, for House Staff meetings related to the Hospital or NYC H+H.

Section 4. Rotations

- a. The parties recognize that rotation between the payrolls of NYC H+H and NYC H+H affiliates is a special concern of this unit and that, on occasion, it affects rotating House Staff Officers in various ways, including such areas as payroll lag, work week computation for pay purposes, reapplication for or redesignation of benefits, and requirements for obtaining benefits. A joint labor-management committee, consisting of representatives of NYC H+H (including the facilities involved) and the CIR shall meet as needed to discuss these and related problems and to monitor the effectiveness of any changes which may result from such discussions.
- b. The NYC H+H will notify the CIR on a periodic basis, but no less than once a year, of the malpractice insurance coverage provided to Corporate House Staff Officers upon their rotation to non-NYC H+H facilities.

Section 5. Access to Files

Each HSO shall have access, upon the HSO's request, to the HSO's personnel files. The HSO shall have the right to place in the HSO's file the HSO's response to any evaluatory statement in the HSO's personnel file. In addition, NYC H+H will allow to each HSO such rights as are provided in Article X of the 1995-2001 Citywide Agreement.

Section 6. Personal Security

NYC H+H shall make reasonable efforts to provide for the personal security of HSOs working in the facilities of NYC H+H. The remedy for any claimed violation shall be as provided in Article XIV, Section 2(e) and (f), of the 1995-2001 Citywide Agreement.

Section 7. Uniforms

Each HSO shall be assigned six serviceable uniforms at all times. At the conclusion of the HSO's employment by NYC H+H the HSO shall return all such uniforms.

Section 8. Payroll Lag

NYC H+H shall have the right to initiate a payroll lag of one week for all HSOs covered by this agreement in accordance with a schedule to be determined by NYC H+H.

Section 9. Depository Checks

The City may eliminate its depository check cashing accounts.

Section 10. Orientations

Effective February 26, 2018, when orientation kits are supplied to new House Staff, the CIR shall be permitted to have included in the kits CIR literature, provided such literature is first approved for such purpose by NYC H+H's Office of Labor Relations.

The Vice President responsible for personnel and labor relations will issue a memorandum to NYC H+H facilities requesting that they provide to CIR notice of the scheduling of orientation sessions for new House Staff. This is to enable the CIR within the time and manner allotted by the institution for this purpose, to disseminate information concerning the CIR and its benefits to the new House Staff.

Effective March 26, 2020, when orientation kits are supplied to new House Staff, the CIR shall be permitted to have included in the kits CIR literature, provided such literature is first approved for such purpose by NYC H+H's Office of Labor Relations.

The Vice-President responsible for Human Resources will issue a memorandum to NYC H+H facilities requesting that they provide the CIR notice of the scheduling of orientation sessions for new House Staff scheduled to start on or about July 1st at least thirty (30) days prior to the sessions and the CIR be provided at least sixty (60) minutes to meet with the new House Staff during the orientations. This is to enable the CIR to disseminate the information concerning the CIR and its benefits to the new House Staff.

Nothing contained above shall prevent a Facility, in their unilateral

discretion, from allowing CIR more than sixty (60) minutes to meet with new House Staff during orientations, if operationally feasible.

Section 11. House Staff Information**Effective February 26, 2018:**

- a. The NYC H+H shall provide, whether centrally or at the hospital level, the home addresses of House Staff Officers as soon after the NYC H+H or the facility obtains them as is feasible. It is understood that this provision imposes no obligation on the NYC H+H to acquire this information.
- b. The NYC H+H shall furnish to the CIR, once a year between March 15th and July 1st, a listing of House Staff by job class number, home address when available, and Social Security number as of December 31st of the preceding year.

Effective March 26, 2020:

- a. The NYC H+H shall provide, whether centrally or at the hospital level, the home addresses of House Staff Officers as soon after the NYC H+H or the facility obtains them as is feasible. It is understood that this provision imposes no obligation on the NYC H+H to acquire this information.
- b. The NYC H+H shall furnish to the CIR, once a year by June 1st, a preliminary listing of the new July 1st Resident class. A final listing of the entire bargaining unit, including the new Resident class, will be sent to the CIR by August 15th and shall include employee name, job class number, facility, Original Date of Appointment (ODA), work email, Employee ID number and if available, home address.

Section 12. Computer Tapes

Upon request, NYC H+H will provide computer tapes to CIR for which CIR will pay a one-time development fee and an on-going production fee.

Section 13. Prescription Medication

Pursuant to Operating Procedure 140-9, prescription medication shall be available to House Staff Officers through the facility pharmacy, except that, when the Employee Health Service is closed, the prescription may be written by any licensed physician other than the House Staff Officer.

Section 14. Health & Safety Committees

The NYC H+H will issue a memorandum to its facilities stating that CIR should be a member of the facility Labor-Management Health and Safety Committee established pursuant to Article XIV, Section 2(d), of the 1995-2001 Citywide Contract or any successor agreement thereto.

Section 15. Meals

- a. NYC H+H shall continue to pay House Staff Officers assigned to its facilities and on its payroll the sum of one hundred eleven dollars and twenty-three cents (\$111.23) each biweekly pay period. The total annual sum paid to each House Staff Officer shall not exceed the sum of twenty-nine hundred dollars (\$2,900). Effective December 26, 2019, the meal payment shall be increased by six hundred (\$600) dollars per year. The new total annual sum paid to each House Staff Officer shall not exceed the sum of three-thousand five hundred (\$3,500) dollars per year. All payments made under the terms of this agreement shall be subject to the applicable payroll withholding tax and other legally required deductions and shall be non-pensionable.
- b. In order to continue to provide its portion of this funding, CIR agrees to the annual reduction of \$100,000 from the On-Call Pool and of \$500,000 from the Combined Reimbursement Fund.
- c. Any issues that may arise concerning the implementation of this agreement shall be referred to a joint labor/management committee.

Section 16. Health Care Flexible Spending Account

- a. The parties agree that the following provisions from the 1993 Municipal Coalition Agreement shall remain in full force and effect, except as otherwise modified by provisions of the 2000 DC37 Memorandum of Economic Agreement and Appendices.
- b. A flexible health care spending account shall be established pursuant to Section 125 of the IRS code after July 1993. 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 dollars 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.

- c. 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 as defined as non-deductible in IRS Publication 502.
- d. 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.

Section 17. New Resident Differential

Each July 1st all Residents new to NYC H+H on that date, excluding Fellows and residents immediately transferring from another payroll, will receive a lump sum payment of \$550 gross pay.

Section 18. Required Courses and Exams

- a. NYC H+H shall, within the NYC H+H system, provide and pay for Advanced Cardiac Life Support (including Pediatric Advanced Life Support), Basic Life Support, and/or Advanced Trauma Life Support classes and materials for House Staff who are required to have such certification(s) and recertification(s). If the course is not offered at the HSO's own NYC H+H facility, the House Staff Officer can attend the course offered at another NYC H+H facility free of charge, on his/her own time, with the prior approval of the Chief of Service or his/her designee, and subject to the restrictions and rules in place at the other facility.
- b. NYC H+H shall continue, in accordance with past practices, to pay for all required in-service exams within the NYC H+H System for House Staff Officers.

Section 19. House Staff Appreciation Day

During the term of this contract, NYC H+H, in collaboration with CIR, agrees to hold an annual System-wide House Staff Appreciation Day. House Staff appreciation activities will highlight the contributions of House Staff members to the healthcare system in New York City, serve as a vehicle through which the issue of resident well-being is brought to the forefront and addressed, and boost Resident morale. The event shall include recognition of House Staff members for outstanding contributions and achievement, including in the areas of research, community engagement, academic and other accomplishments as may be determined by a working group comprising H+H and CIR representatives.

H+H will support the holding of House Staff Appreciation Days and CIR will have a total of \$150,000 available to be spent in a mutually agreeable manner as set forth in Paragraph 4 (i)(e) of the parties MOA dated December 13, 2019 to support the activities of the House Staff Appreciation Days.

The parties will meet before March 26, 2020 in order to mutually agree how the funding will be made available to CIR.

Section 20. Direct Deposit

Effective January 16, 2020 the Employer may require that all newly hired employees be paid exclusively through direct deposit or electronic funds transfer. For employees on direct deposit, the employer may provide pay stubs electronically except where the employee has requested in writing to receive a printed stub.

Further, the parties shall work together regarding incumbent employees' enrollment in direct deposit, with the objective of 100% of employees being paid electronically.

ARTICLE XXII - COMMITTEE ACTIVITY

Time spent by HSO representatives in the conduct of labor relations with the City and on Committee activities shall be governed by the terms of Executive Order No. 75, as amended, dated March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and Its Employees and on Union Activity," or any successor thereto. Pursuant to agreement of the parties, effective 7/1/05 no House Staff Officer will be eligible for full-time release pursuant to Executive Order 75.

ARTICLE XXIII - RESIDENT WELL-BEING

Section 1. Well-being Committee

The parties shall create a joint H+H, Union and Resident "Well-being Committee" made up of an equal number of H+H and Union/Residents, as determined by the H+H Chief Medical Officer and CIR. The Well-being Committee may be a Sub-committee of an existing Committee or a newly formed Committee. The Well-being Committee shall meet quarterly, with the first meeting taking place within ninety (90) calendar days of the ratification of this MOA. CIR will have \$50,000 available to be spent in a mutually agreeable manner as set forth in Paragraph 4 (i)(d) of the MOA dated December 13, 2019 to help support the activities of the Well-being Committee. The Well-being

Committee shall serve as an advisory body on Resident Well-being policies, initiatives, burnout prevention, and compliance with ACGME standards for Well-being as set forth in their Common Program Requirements (See Section VI.C, effective July 1, 2019).

The parties will meet before March 26, 2020 in order to mutually agree how the funding will be made available to CIR.

Section 2. Personal/Well-being Leave Days

The parties agree that January 15, 2020, Residents shall be eligible to use up to two (2) sick-leave days per year as "Personal/Well-being" days.

Unused Personal/Well-being days shall not be carried over from year to year and shall be scheduled, with the approval of the Program Director, at least thirty (30) days in advance, unless the Program Director/ Department and Resident come to a mutually agreeable alternative arrangement Well-being days can be taken in full or one-half day increments.

Nothing contained above shall prevent a Facility/Program, in their unilateral discretion, from allowing Residents to use additional sick leave days as Well-being days, if operationally feasible.

ARTICLE XXIV - BEEPERS

Section 1.

A committee consisting of representatives of the Central Offices of the Vice President responsible for medical affairs, the Vice President responsible for finance, and the Vice President responsible for personnel/labor relations will be established to review issues concerning beepers used by House Staff. This committee will consider comments and proposals for beepers submitted in writing by House Staff Officers (employed by NYC H+H) or by the Committee of Interns and Residents. The committee will make recommendations for guidelines and beepers to be used in corporate facilities.

Section 2.

Complaints that failure to issue a beeper causes a hardship to an individual House Staff Officer or Officers during Corporate employment shall be presented in writing by the House Staff Officer(s) or the Committee of Interns and Residents to the Chief of Service involved, with a detailed statement of the hardship. The Chief of Service shall make a determination within fifteen (15) working days and shall respond to the House Staff Officer(s) or Committee of Interns and Residents by memorandum. The decision of the Chief of Service is final and binding and is not subject to the contractual grievance procedure or arbitration.

ARTICLE XXV- MOTOR VEHICLE IDENTIFICATION

NYC H+H will establish a procedure for the issuance of a motor vehicle identification sign suitable for display in a car visor or windshield which will identify the House Staff Officer as a Resident employed by NYC H+H. NYC H+H will notify the Department of Traffic of the meaning of the sign.

ARTICLE XXVI- SAVING CLAUSE

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

ARTICLE XXVII - FINANCIAL EMERGENCY ACT

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

ARTICLE XXVIII - ATTACHMENTS

The attachment(s), if any, appended hereto shall be deemed a part of this Agreement as if fully set forth herein.

ARTICLE XXIX - TERMINATION AND RENEWAL

Section 1.

This Agreement shall be in full force and effect until December 15, 2021, and shall continue in effect and be automatically renewed from year to year thereafter until either party gives notice in writing to the other at least ninety (90) days but not more than one hundred twenty (120) days prior to the expiration date, or of any extension thereof, of its desire to terminate or modify this Agreement.

Section 2.

It is understood by the parties that the matter of pyramidal structure is an open item not settled by this Agreement. It is further understood that with respect to this item each party retains their respective rights and this Agreement does not constitute a bar.

WHEREFORE, we have hereunto set our hands and seals this 7th day of May, 2020

FOR THE CITY OF NEW YORK FOR THE COMMITTEE OF
INTERNS & RESIDENTS

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

BY: _____/s/_____
EARL MATHURIN
Associate Director

FOR THE NEW YORK CITY
HEALTH + HOSPITALS

BY: _____/s/_____
ANDREA G. COHEN
Senior Vice-President and General Counsel

DATE: _____, 2020
UNIT: Interns & Residents
TERM: February 26, 2018 through December 15, 2021

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2010-2017 BOARD OF ELECTIONS AGREEMENT

AGREEMENT entered into this 26th day of August, 2021 by and between the City of New York and the Board of Elections in the City of New York pursuant to and limited to their respective election to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and the **Communications Workers of America, AFLCIO**, on behalf of itself and its affiliated **Local 1183** (hereinafter referred to as the "Union") for the period from June 19, 2010 to June 18, 2017.

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, whether fulltime, parttime, per annum, hourly or per diem, in the below listed title(s), 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 and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed title(s):

- 94227 Accountant (Board of Elections)
- 94207 Administrative Assistant (Board of Elections)
- 94206 Administrative Associate (Board of Elections)
- 94215 Assistant Finance Officer (Board of Elections)
- 94414 Associate Staff Analyst (Board of Elections)
- 94212 Attendant (Board of Elections)
- 94226 Chief Voting Machine Technician (Board of Elections)
- 94216 Clerk to the Board (Board of Elections)
- 94389 Computer Operator (Board of Elections)
- 94526 Computer Specialist (Software-BOE)
- 94208 Director of Equipment (Board of Elections)
- 94214 Finance Officer (Board of Elections)
- 94232 Financial Clerk (Board of Elections)
- 94209 Inspector (Board of Elections)
- 94217 Key Punch Operator (Board of Elections)
- 94231 Key Punch/Tabulator Operator (Board of Elections)
- 94395 Programmer (Board of Elections)
- 94412 Project Coordinator (Board of Elections)
- 94220 Secretary to the Commissioner (Board of Elections)
- 94202 Senior Administrative Assistant (Board of Elections)
- 94375 Senior Buyer (Board of Elections)
- 94230 Senior Clerk (Board of Elections)
- 94229 Senior Computer Programmer (Board of Elections)
- 94388 Senior Systems Analyst (Board of Elections)
- 94219 Senior Tabulator Operator (Board of Elections)
- 94211 Senior Voting Machine Technician (Board of Elections)
- 94205 Stenographer (Board of Elections)
- 94374 Stenographic/Secretarial Associate (Board of Elections)
- 94218 Tabulator Operator (Board of Elections)
- 94467 Technical Support Specialist (Board of Elections)
- 94367 Temporary Clerk (Board of Elections, all specialties)
- 94524 Trainer Assistant (Board of Elections)
- 94213 Typist (Board of Elections)
- 94210 Voting Machine Technician (Board of Elections)

Section 2.

The terms "Employee" and "Employees" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

Section 3.

For the purposes of this Agreement, Temporary Clerks must meet the requirements set forth below to be eligible for benefits. Those Temporary Clerks who meet the following requirements will continue to be eligible for benefits under this Agreement effective June 19, 2010:

- (1) on the payroll on June 19, 2009, and worked at least half of the regularly scheduled days from June 19, 2009 to June 19, 2010 *
or
- (2) worked all of the regularly scheduled days in the twelve (12) month period prior to June 19, 2010 up to and including June 19, 2010.*

Those Temporary Clerks who meet the following requirement after June 19, 2010 will be eligible for the benefits provided for the title in this Agreement:

- (3) worked at least onehalf of the regularly scheduled days in each of the two (2) immediately preceding twelve (12) month periods.*
- (4) worked all of the regularly scheduled days in the immediately preceding twelve (12) month period.*

* Reasonable allowances will be made for absences for illness or vacation.

ARTICLE II - DUES CHECK OFF

Section 1.

- a. The Union shall have the exclusive right to the checkoff and transmittal of dues in 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. Any 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 - SALARIES

Section 1.

- a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended to date, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.
- b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 35 hours. In accordance with Article IX, Section 24 of the 1995-2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An Employee who works on a parttime, per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate prorata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such Employee and the number of hours in the said normal work week, unless otherwise specified.
- c. Employees who work on a part-time per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate prorata portion of such salary adjustment computed as follows, unless otherwise specified:

Per diem rate 1/261 of the appropriate minimum basic salary.

Hourly Rate - 35 hour week basis 1/1827 of the appropriate minimum basic salary.

- d. The maximum salary for a title shall not constitute a bar to the

payment of any salary adjustment or pay differentials provided for in this Agreement but the said increase above the maximum shall not be deemed a promotion.

Section 2.

Employees in the following title(s) shall be subject to the following specified salary(ies), salary adjustment(s), and/or salary range(s):

a. Effective June 19, 2010

TITLES	i. Hiring Rate	Incumbent Rate	ii. Maximum
A) Clerk to the Board	\$27,927	\$29,323	
Attendant			
Typist			
Stenographer			
Key Punch Operator			
Tabulator Operator			
Sr. Tabulator Operator			
Secretary to Commissioner			
Inspector			
B) Voting Machine Technician	\$28,655	\$30,088	
C) Sr. Voting Machine Technician	\$31,813	\$33,404	
D) Administrative Assistant	\$40,628	\$42,659	
E) Accountant	\$44,317	\$46,533	
Chief Voting Machine Technician			
F) Administrative Associate	\$48,289	\$50,703	
Assistant Finance Officer			
G) Sr. Administrative Assistant; Director of Equipment; Finance Officer	\$53,210	\$55,871	
H) Steno. Secretary Assoc.	\$35,254	\$37,017	
I) Sr. Buyer	\$49,983	\$52,482	
J) Financial Clerk	\$17.07/hour	\$17.92/hour	
K) Senior Systems Analyst	\$87,366	\$91,734	
L) Temporary Clerk*			
M) Senior Clerk*			
N) Key Punch/Tab Operator *			
O) Computer Operator	\$38,571	\$40,500	\$56,606
P) Programmer	\$43,727	\$45,913	
Q) Project Coordinator	\$77,520	\$81,396	
R) Associate Staff Analyst	\$66,391	\$69,711	\$90,257
S) Senior Computer Programmer	\$56,240	\$59,052	\$71,947
T) Technical Support Specialist	\$47,978	\$50,377	\$63,786
U) Trainer Assistant	\$24.16/hour	\$25.37/hour	
V) Computer Specialist (Software – BOE)			
Level I	\$73,352	\$77,020	\$83,472
Level II	\$76,415	\$80,236	\$89,887
Level III	\$82,522	\$86,648	\$97,752
Level IV	\$88,525	\$92,951	\$111,924

* See Page 5 below

***Effective June 19, 2010**

	Hired After	Hired Between	Hired Between	Hired Before
	6/30/86	7/1/85-6/30/86	7/1/84-6/30/85	7/1/84
L. TEMPORARY CLERK	\$12.49	\$12.67	\$12.86	\$13.04
M. SENIOR CLERK	\$13.17	\$13.29	\$13.43	\$13.63
N. KEY PUNCH/TAB OPERATOR	\$14.82	\$14.88	\$14.92	\$15.08

***Hired After June 19, 2010**

	Hired After
	6/19/10
L. TEMPORARY CLERK	\$11.90
M. SENIOR CLERK	\$12.54
N. KEY PUNCH/TAB OPERATOR	\$14.11

b. Effective December 19, 2011

TITLES	i. Hiring Rate	Incumbent Rate	ii. Maximum
A) Clerk to the Board	\$28,206	\$29,616	
Attendant			
Typist			
Stenographer			
Key Punch Operator			
Tabulator Operator			
Sr. Tabulator Operator			
Secretary to Commissioner			
Inspector			
B) Voting Machine Technician	\$28,942	\$30,389	
C) Sr. Voting Machine Technician	\$32,131	\$33,738	
D) Administrative Assistant	\$41,034	\$43,086	
E) Accountant	\$44,760	\$46,998	
Chief Voting Machine Technician			
F) Administrative Associate	\$48,771	\$51,210	
Assistant Finance Officer			
G) Sr. Administrative Assistant; Director of Equipment; Finance Officer	\$53,743	\$56,430	
H) Steno. Secretary Assoc.	\$35,607	\$37,387	
I) Sr. Buyer	\$50,483	\$53,007	
J) Financial Clerk	\$17.24/hour	\$18.10/hour	
K) Senior Systems Analyst	\$88,239	\$92,651	
L) Temporary Clerk*			
M) Senior Clerk*			
N) Key Punch/Tab Operator *			
O) Computer Operator	\$38,957	\$40,905	\$57,172
P) Programmer	\$44,164	\$46,372	
Q) Project Coordinator	\$78,295	\$82,210	
R) Associate Staff Analyst	\$67,055	\$70,408	\$91,160
S) Senior Computer Programmer	\$56,803	\$59,643	\$72,666
T) Technical Support Specialist	\$48,458	\$50,881	\$64,424
U) Trainer Assistant	\$24.40/hour	\$25.62/hour	
V) Computer Specialist (Software – BOE)			
Level I	\$74,086	\$77,790	\$84,307
Level II	\$77,179	\$81,038	\$90,786
Level III	\$83,347	\$87,514	\$98,730
Level IV	\$89,410	\$93,881	\$113,043

* See Page 6 below

***Effective December 19, 2011**

	Hired After	Hired Between	Hired Between	Hired Before
	6/30/86	7/1/85-6/30/86	7/1/84-6/30/85	7/1/84
L. TEMPORARY CLERK	\$12.61	\$12.80	\$12.99	\$13.17
M. SENIOR CLERK	\$13.30	\$13.42	\$13.56	\$13.77
N. KEY PUNCH/TAB OPERATOR	\$14.97	\$15.03	\$15.07	\$15.23

***Hired After December 19, 2011**

	Hired After
	12/19/11
L. TEMPORARY CLERK	\$12.01
M. SENIOR CLERK	\$12.67
N. KEY PUNCH/TAB OPERATOR	\$14.26

c. Effective December 19, 2012

TITLES	i. Hiring Rate	Incumbent Rate	ii. Maximum
A) Clerk to the Board	\$28,488	\$29,912	
Attendant			
Typist			
Stenographer			

Key Punch Operator			
Tabulator Operator			
Sr. Tabulator Operator			
Secretary to Commissioner			
Inspector			
B) Voting Machine Technician	\$29,231	\$30,693	
C) Sr. Voting Machine Technician	\$32,452	\$34,075	
D) Administrative Assistant	\$41,445	\$43,517	
E) Accountant	\$45,208	\$47,468	
Chief Voting Machine Technician			
F) Administrative Associate	\$49,259	\$51,722	
Assistant Finance Officer			
G) Sr. Administrative Assistant; Director of Equipment; Finance Officer	\$54,280	\$56,994	
H) Steno. Secretary Assoc.	\$35,963	\$37,761	
I) Sr. Buyer	\$50,988	\$53,537	
L) Financial Clerk	\$17.41/hour	\$18.28/hour	
M) Senior Systems Analyst	\$89,122	\$93,578	
L) Temporary Clerk*			
M) Senior Clerk*			
N) Key Punch/Tab Operator *			
O) Computer Operator	\$39,347	\$41,314	\$57,744
P) Programmer	\$44,606	\$46,836	
Q) Project Coordinator	\$79,078	\$83,032	
R) Associate Staff Analyst	\$67,726	\$71,122	\$92,072
S) Senior Computer Programmer	\$57,370	\$60,239	\$73,393
T) Technical Support Specialist	\$48,943	\$51,390	\$65,068
U) Trainer Assistant	\$24.65/hour	\$25.88/hour	
V) Computer Specialist (Software – BOE)			
Level I	\$74,827	\$78,568	\$85,150
Level II	\$77,950	\$81,848	\$91,694
Level III	\$84,180	\$88,389	\$99,717
Level IV	\$90,305	\$94,820	\$114,173

* See Pages 7-8 below

*Effective December 19, 2012

	Hired After	Hired Between	Hired Between	Hired Before
	6/30/86	7/1/85-6/30/86	7/1/84-6/30/85	7/1/84
L. TEMPORARY CLERK	\$12.74	\$12.93	\$13.12	\$13.30
M. SENIOR CLERK	\$13.43	\$13.55	\$13.70	\$13.91
N. KEY PUNCH/TAB OPERATOR	\$15.12	\$15.18	\$15.22	\$15.38

*Hired After December 19, 2012

	Hired After
	12/19/12
L. TEMPORARY CLERK	\$12.13
M. SENIOR CLERK	\$12.79
N. KEY PUNCH/TAB OPERATOR	\$14.40

d. Effective December 19, 2013

TITLES	i. Hiring Rate	Incumbent Rate	ii. Maximum
A) Clerk to the Board	\$28,772	\$30,211	
Attendant			
Typist			
Stenographer			
Key Punch Operator			
Tabulator Operator			
Sr. Tabulator Operator			
Secretary to Commissioner			
Inspector			
B) Voting Machine Technician	\$29,524	\$31,000	
C) Sr. Voting Machine Technician	\$32,777	\$34,416	
D) Administrative Assistant	\$41,859	\$43,952	

E) Accountant	\$45,660	\$47,943	
Chief Voting Machine Technician			
F) Administrative Associate	\$49,751	\$52,239	
Assistant Finance Officer			
G) Sr. Administrative Assistant; Director of Equipment; Finance Officer	\$54,823	\$57,564	
H) Steno. Secretary Assoc.	\$36,323	\$38,139	
I) Sr. Buyer	\$51,497	\$54,072	
N) Financial Clerk	\$17.58/hour	\$18.46/hour	
O) Senior Systems Analyst	\$90,013	\$94,514	
L) Temporary Clerk*			
M) Senior Clerk*			
N) Key Punch/Tab Operator *			
O) Computer Operator	\$39,740	\$41,727	\$58,321
P) Programmer	\$45,051	\$47,304	
Q) Project Coordinator	\$79,869	\$83,862	
R) Associate Staff Analyst	\$68,403	\$71,823	\$92,993
S) Senior Computer Programmer	\$57,944	\$60,841	\$74,127
T) Technical Support Specialist	\$49,432	\$51,904	\$65,719
U) Trainer Assistant	\$24.90/hour	\$26.14/hour	
V) Computer Specialist (Software – BOE)			
Level I	\$75,575	\$79,354	\$86,002
Level II	\$78,730	\$82,666	\$92,611
Level III	\$85,022	\$89,273	\$100,714
Level IV	\$91,208	\$95,768	\$115,315

* See Page 9 below

*Effective December 19, 2013

	Hired After	Hired Between	Hired Between	Hired Before
	6/30/86	7/1/85-6/30/86	7/1/84-6/30/85	7/1/84
L. TEMPORARY CLERK	\$12.87	\$13.06	\$13.25	\$13.43
M. SENIOR CLERK	\$13.56	\$13.69	\$13.84	\$14.05
N. KEY PUNCH/TAB OPERATOR	\$15.27	\$15.33	\$15.37	\$15.53

*Hired After December 19, 2013

	Hired After
	12/19/13
L. TEMPORARY CLERK	\$12.26
M. SENIOR CLERK	\$12.91
N. KEY PUNCH/TAB OPERATOR	\$14.54

e. Effective December 19, 2014

TITLES	i. Hiring Rate	Incumbent Rate	ii. Maximum
A) Clerk to the Board	\$29,204	\$30,664	
Attendant			
Typist			
Stenographer			
Key Punch Operator			
Tabulator Operator			
Sr. Tabulator Operator			
Secretary to Commissioner			
Inspector			
B) Voting Machine Technician	\$29,967	\$31,465	
C) Sr. Voting Machine Technician	\$33,269	\$34,932	
D) Administrative Assistant	\$42,487	\$44,611	
E) Accountant	\$46,345	\$48,662	
Chief Voting Machine Technician			
F) Administrative Associate	\$50,498	\$53,023	
Assistant Finance Officer			
G) Sr. Administrative Assistant; Director of Equipment; Finance Officer	\$55,645	\$58,427	
H) Steno. Secretary Assoc.	\$36,868	\$38,711	

I) Sr. Buyer	\$52,270	\$54,883	
P) Financial Clerk	\$17.85/hour	\$18.74/hour	
Q) Senior Systems Analyst	\$91,364	\$95,932	
L) Temporary Clerk*			
M) Senior Clerk*			
N) Key Punch/Tab Operator *			
O) Computer Operator	\$40,336	\$42,353	\$59,196
P) Programmer	\$45,728	\$48,014	
Q) Project Coordinator	\$81,067	\$85,120	
R) Associate Staff Analyst	\$69,429	\$72,900	\$94,388
S) Senior Computer Programmer	\$58,813	\$61,754	\$75,239
T) Technical Support Specialist	\$50,174	\$52,683	\$66,705
U) Trainer Assistant	\$25.27/hour	\$26.53/hour	
V) Computer Specialist (Software – BOE)			
Level I	\$76,709	\$80,544	\$87,292
Level II	\$79,910	\$83,906	\$94,000
Level III	\$86,297	\$90,612	\$102,225
Level IV	\$92,576	\$97,205	\$117,045

* See Page 10 below

***Effective December 19, 2014**

	Hired After	Hired Between	Hired Between	Hired Before
	6/30/86	7/1/85-6/30/86	7/1/84-6/30/85	7/1/84
L. TEMPORARY CLERK	\$13.06	\$13.26	\$13.45	\$13.63
M. SENIOR CLERK	\$13.76	\$13.90	\$14.05	\$14.26
N. KEY PUNCH/TAB OPERATOR	\$15.50	\$15.56	\$15.60	\$15.76

***Hired After December 19, 2014**

	Hired After
	12/19/14
L. TEMPORARY CLERK	\$12.44
M. SENIOR CLERK	\$13.10
N. KEY PUNCH/TAB OPERATOR	\$14.76

f. Effective December 19, 2015

TITLES	i. Hiring Rate	Incumbent Rate	ii. Maximum
A) Clerk to the Board	\$29,934	\$31,431	
Attendant			
Typist			
Stenographer			
Key Punch Operator			
Tabulator Operator			
Sr. Tabulator Operator			
Secretary to Commissioner			
Inspector			
B) Voting Machine Technician	\$30,716	\$32,252	
C) Sr. Voting Machine Technician	\$34,100	\$35,805	
D) Administrative Assistant	\$43,549	\$45,726	
E) Accountant	\$47,504	\$49,879	
Chief Voting Machine Technician			
F) Administrative Associate	\$51,761	\$54,349	
Assistant Finance Officer			
G) Sr. Administrative Assistant; Director of Equipment; Finance Officer	\$57,036	\$59,888	
H) Steno. Secretary Assoc.	\$37,790	\$39,679	
I) Sr. Buyer	\$53,576	\$56,255	
R) Financial Clerk	\$18.30/hour	\$19.21/hour	
S) Senior Systems Analyst	\$93,648	\$98,330	
L) Temporary Clerk*			
M) Senior Clerk*			
N) Key Punch/Tab Operator *			
O) Computer Operator	\$41,345	\$43,412	\$60,676
P) Programmer	\$46,870	\$49,214	

Q) Project Coordinator	\$83,093	\$87,248	
R) Associate Staff Analyst	\$71,165	\$74,723	\$96,748
S) Senior Computer Programmer	\$60,284	\$63,298	\$77,120
T) Technical Support Specialist	\$51,429	\$54,000	\$68,373
U) Trainer Assistant	\$25.90/hour	\$27.19/hour	
V) Computer Specialist (Software – BOE)			
Level I	\$78,627	\$82,558	\$89,474
Level II	\$81,909	\$86,004	\$96,350
Level III	\$88,454	\$92,877	\$104,781
Level IV	\$94,890	\$99,635	\$119,971

* See Pages 11-12 below

***Effective December 19, 2015**

	Hired After	Hired Between	Hired Between	Hired Before
	6/30/86	7/1/85-6/30/86	7/1/84-6/30/85	7/1/84
L. TEMPORARY CLERK	\$13.39	\$13.59	\$13.79	\$13.97
M. SENIOR CLERK	\$14.10	\$14.25	\$14.40	\$14.62
N. KEY PUNCH/TAB OPERATOR	\$15.89	\$15.95	\$15.99	\$16.15

***Hired After December 19, 2015**

	Hired After
	12/19/15
L. TEMPORARY CLERK	\$12.75
M. SENIOR CLERK	\$13.43
N. KEY PUNCH/TAB OPERATOR	\$15.13

g. Effective December 19, 2016

TITLES	i. Hiring Rate	Incumbent Rate	ii. Maximum
A) Clerk to the Board	\$30,832	\$32,374	
Attendant			
Typist			
Stenographer			
Key Punch Operator			
Tabulator Operator			
Sr. Tabulator Operator			
Secretary to Commissioner			
Inspector			
B) Voting Machine Technician	\$31,638	\$33,220	
C) Sr. Voting Machine Technician	\$35,123	\$36,879	
D) Administrative Assistant	\$44,855	\$47,098	
E) Accountant	\$48,929	\$51,375	
Chief Voting Machine Technician			
F) Administrative Associate	\$53,313	\$55,979	
Assistant Finance Officer			
G) Sr. Administrative Assistant; Director of Equipment; Finance Officer	\$58,748	\$61,685	
H) Steno. Secretary Assoc.	\$38,923	\$40,869	
I) Sr. Buyer	\$55,184	\$57,943	
T) Financial Clerk	\$18.85/hour	\$19.79/hour	
U) Senior Systems Analyst	\$96,457	\$101,280	
L) Temporary Clerk*			
M) Senior Clerk*			
N) Key Punch/Tab Operator *			
O) Computer Operator	\$42,585	\$44,714	\$62,496
P) Programmer	\$48,276	\$50,690	
Q) Project Coordinator	\$85,586	\$89,865	
R) Associate Staff Analyst	\$73,300	\$76,965	\$99,650
S) Senior Computer Programmer	\$62,092	\$65,197	\$79,434
T) Technical Support Specialist	\$52,971	\$55,620	\$70,424
U) Trainer Assistant	\$26.68/hour	\$28.01/hour	

V) Computer Specialist (Software – BOE)

Level I	\$80,986	\$85,035	\$92,158
Level II	\$84,366	\$88,584	\$99,241
Level III	\$91,108	\$95,663	\$107,924
Level IV	\$97,737	\$102,624	\$123,570

* See Page 13 below

***Effective December 19, 2016**

	Hired After	Hired Between	Hired Between	Hired Before
	6/30/86	7/1/85-6/30/86	7/1/84-6/30/85	7/1/84
L. TEMPORARY CLERK	\$13.79	\$14.00	\$14.20	\$14.39
M. SENIOR CLERK	\$14.52	\$14.68	\$14.83	\$15.06
N. KEY PUNCH/TAB OPERATOR	\$16.37	\$16.43	\$16.47	\$16.63

***Hired After December 19, 2016**

	Hired After
	12/19/15
L. TEMPORARY CLERK	\$13.13
M. SENIOR CLERK	\$13.83
N. KEY PUNCH/TAB OPERATOR	\$15.59

New Hires

The following provisions shall apply to Employees newly hired on or after June 19, 2010:

During the first two (2) years of service, the “appointment rate” for a newly hired employee shall be five percent (5%) less than the applicable “incumbent minimum” for said title that is in effect on the date of such appointment as set forth in the CWA/Local 1183 Agreement. The general increases provided for in subsections 3(b)(i) to 3(b)(vii) shall be applied to the “appointment rate.”

Upon completion of two (2) years of service such employees shall be paid the indicated “incumbent minimum” for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in the CWA, Local 1183 Agreement.

Section 3. Wage Increase

a. Ratification Bonus

A lump sum cash payment in the amount of \$1,000, pro-rated for other than full-time employees, shall be payable as soon as practicable upon ratification of the Agreement to those employees who are on payroll as of the date of ratification. The lump sum cash payment shall be pensionable, consistent with applicable law.

- i. Full-time per annum and full-time per diem Employees shall receive a pro-rata lump sum cash payment the computation of which shall be based on service during the period from July 1, 2013 through June 30, 2014.
- ii. Where the regular and customary work year for a title is less than a twelve-month year, such as a school year, such computations shall be based on service during the period from September 4, 2013 through June 26, 2014 or other applicable dates for school-based employees.
- iii. Part-time per annum, part-time per diem (including seasonal appointees), per session, hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment based on their regularly scheduled hours and the hours in a full calendar year.
- iv. The lump sum cash payments shall not become part of the Employee’s basic salary rate nor be added to the Employee’s basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.
- v. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning Section 10 of the instant agreement. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

b. The general increases, effective as indicated, shall be:

- i. Effective December 19, 2011, Employees shall receive a general wage increase of 1.00%.
 - ii. Effective December 19, 2012, Employees shall receive a general wage increase of 1.00%.
 - iii. Effective December 19, 2013, Employees shall receive a general wage increase of 1.00%.
 - iv. Effective December 19, 2014, Employees shall receive a general wage increase of 1.50%.
 - v. Effective December 19, 2015, Employees shall receive a general wage increase of 2.50%.
 - vi. Effective December 19, 2016, Employees shall receive a general wage increase of 3.00%.
 - vii. Parttime per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 3 (b)(i) to (b)(vi) on the basis of computations heretofore utilized by the parties for all such employees.
- c. The general increases provided for in this Section 3(b) shall be calculated as follows:
- i. The general increase in Section 3(b)(i) shall be based upon the base rates (including salary or incremental salary schedules) of applicable titles in effect on December 18, 2011;
 - ii. The general increase in Section 3(b)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of applicable titles in effect on December 18, 2012;
 - iii. The general increase in Section 3(b)(iii) shall be based upon the base rates (including salary or incremental salary schedules) of applicable titles in effect on December 18, 2013;
 - iv. The general increase in Section 3(b)(iv) shall be based upon the base rates (including salary or incremental salary schedules) of applicable titles in effect on December 18, 2014;
 - v. The general increase in Section 3(b)(v) shall be based upon the base rates (including salary or incremental salary schedules) of applicable titles in effect on December 18, 2015;
 - vi. The general increase in Section 3(b)(vi) shall be based upon the base rates (including salary or incremental salary schedules) of applicable titles in effect on December 18, 2016.
- d. i. The general increases provided for in this Section 3 shall be applied to the base rates, incremental salary levels, and the minimum rates and maximum rates (including levels), if any, fixed for the applicable titles.
- ii. The general increases provided for in this Section 3 (b)(i) to (b)(vi) shall not be applied to the “additions to gross”.
- iii. Effective December 19, 2016, the general increase provided for in subsection 3(b)(vi) shall be applied to “additions to gross.” “Additions to gross” shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowance, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

Section 4.

Each general increase provided herein, effective as of each indicated date, shall be applied to the rate in effect on the date as specified in Section 3 of this Article. In the case of a promotion or other advancement to the indicated title on the effective date of the general increase specified in Section 3 of this Article, such general increase shall not be applied, but the general increase, if any, provided to be effective as of such date for the title formerly occupied shall be applied.

Section 5.

In the case of an Employee on leave of absence without pay the salary rate of such Employee shall be changed to reflect the salary adjustments specified in Article III.

Section 6.

A person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with the Rules and Regulations of the New York City Personnel Director or, where the Rules and Regulations of the New York City Personnel Director are not applicable to a public employer, such other Rules or Regulations as are applicable to the public employer, without a break in service to any of the following title(s) from another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or

promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

ADVANCEMENT INCREASE

TITLE	Effective 6/19/10	Effective 12/19/16
Senior Voting Machine Technician (Bd. of Elections)	\$315	\$324
Administrative Assistant (Bd of Elections)	\$1,206	\$1,242
Administrative Associate (Bd of Elections)	\$1,366	\$1,407
Senior Administrative Assistant (Bd of Elections)	\$1,524	\$1,570
Assistant Finance Officer (Bd of Elections)	\$1,366	\$1,407
Finance Officer (Bd of Elections)	\$1,524	\$1,570
Director of Equipment (Bd of Elections)	\$1,524	\$1,570
Accountant (Bd of Elections)	\$1,310	\$1,349
Chief Voting Machine Technician (Bd of Elections)	\$1,469	\$1,513

Section 7. Longevity Increment

- a. Employees with 5 years or more of "City" service in pay status shall receive a longevity increment of \$466. The rules for eligibility for the longevity increment described in this subsection are set forth in the Appendix to the above agreement.
- b. Employees with 10 years or more of "City" service in pay status shall receive a longevity increment of \$250 per annum. The rules for eligibility for the longevity increment described in this subsection are set forth in the Appendix to the above Agreement.
- c. Employees with 15 years or more of "City" service in pay status who are not in a title already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive a longevity increment of \$550 per annum.
- d. The rules for eligibility for the longevity increment described in section (a) are set forth in Appendix A to this Agreement and are incorporated by reference herein.
- e. The provisions of Section 3(d)(ii) of this Agreement shall not apply to the longevity increment set forth in this Section 7.

Section 8.

- a. Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundredtwenty (120) days after execution of the applicable agreement or one hundredtwenty (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 hundredtwenty (120) days following its earning or one hundredtwenty (120) days after the execution of this Agreement, whichever is later, to the date of actual payment.
- c. Interest accrued under a. or b. above shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.00).

Section 9.

An Employee who is laid off due to budgetary reasons and who is returned to service in the Employee's former title 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.

ARTICLE IV - WELFARE FUND

Section 1.

- a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the Citywide Agreement, the Welfare Fund provisions of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement.
- b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1(b), of the Citywide Agreement, the provisions of Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this Agreement, if any. In no case shall the single contribution provided in Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.
- c. Contributions remitted to the Union pursuant to this Section 1 and Article XIII of the Citywide Agreement are contingent upon a

signed separate trusted fund agreement between the Employer and the Union.

- d. 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.

- a. Effective June 18, 2010, the contribution paid on behalf of each full-time per annum active and retiree shall be increased by \$33 per annum per Employee covered by this agreement to a mutually agreed upon Welfare Fund administered by the Union.
- b. The per annum contribution rates and the one-time lump sum payment paid on behalf of eligible part-time per annum, hourly paid, per session and per diem (including seasonal appointees) whose normal work year is less than a full calendar year shall be adjusted in the same proportion heretofore utilized by the parties for all such Employees as the per annum contribution rates are adjusted in Section 2(a) for full-time Employees.

Section 3.

Employees who are separated from service subsequent to July 1, 1974, and who are covered by the Welfare Fund provided for in this Article, shall continue to be so covered, subject to the provisions hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the Employer through such program.

Section 4.

Where an Employee is suspended without pay for disciplinary reasons and is subsequently restored to full pay status as of the effective date of the suspension, the Employee shall receive full Welfare Fund and City Health Insurance coverage for the period of the suspension.

Section 5.

- a. Effective June 30, 2002, the Employer shall contribute to the appropriate Welfare Fund a prorata annual sum of \$842.86 per Employee for all parttime per annum, hourly, per diem, per session and seasonal Employees subject to a separate agreement between the Employer and the appropriate certified union, provided said Employees are working on a regular basis at least one half the regular hours of full time Employees working on a regular basis in the same title and they do not otherwise receive a Welfare Fund contribution in their behalf.
- b. If no full time equivalent titles exist then the minimum number of hours required to be eligible to receive a contribution pursuant to this Section shall be based on the nature of employment as follows:

White Collar Employment	17 1/2 hours per week
Blue Collar Employment	20 hours per week

Section 6.

In accordance with the Health Benefits Agreement dated January 11, 2001, each welfare fund shall provide welfare fund benefits equal to the benefits provided on behalf of an active employee to widow(er)s, domestic partners and/or children of any employee who dies in the line of duty as that term is referenced in Section 12-126(b)(2) of the New York City Administrative Code. The cost of providing this benefit shall be funded by the Stabilization Fund.

Section 7.

This Agreement incorporates the terms of the May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, as appended to this agreement.

ARTICLE V - PRODUCTIVITY AND PERFORMANCE

Introduction

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, the Board of Elections and the Union. Such achievement is recognized to be a mutual obligation of all 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 Board's absolute right pursuant to Election Law Section 3300 to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels or norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to prepare work schedules and to measure the performance of each Employee or group of Employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above

matters have on Employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.

- b. Employees who work at less than acceptable levels of performance may at the discretion of the Board be subject to disciplinary measures in accordance with Election Law Section 3300.

Section 2. Supervisory Responsibility

- a. The Union recognizes the City's and the Board's absolute right pursuant to Election Law Section 3300 to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised Employees for supervisory positions listed in Article I, Section 1 of this Agreement. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.
- b. Employees who fail to meet such standards may at the discretion of the Board be subject to disciplinary measures in accordance with Election Law Section 3300.

Section 3. Performance Compensation

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance.

The Employer agrees to notify the Union of its intent to pay such additional compensation.

ARTICLE VI - UNION ACTIVITY

Section 1.

Time spent by Union officials and representatives in the conduct of labor relations shall be governed by the provisions of Mayor's Executive Order No. 75, as amended, dated March 22, 1973 or any successor or thereto. No Employee shall otherwise engage in Union activities during the time the Employee is assigned to the Employee's regular duties.

Section 2.

The Employer agrees not to discriminate in any way against any Employee for Union activity, but such activity shall not be carried on during working hours or in working areas except as specifically allowed by the provisions of this Agreement.

Section 3.

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 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 4.

- a. Where orientation kits are supplied to new Employees, unions certified to represent such Employees shall be permitted to have included in the kits union literature, provided such literature is first approved for such purpose by the Office of Labor Relations.
- b. The Employer shall distribute to all newly hired Employees information regarding their union administered health and security benefits, including the name and address of the fund that administers said benefits, provided such fund supplies the Employer the requisite information printed in sufficient quantities.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. - 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 Board of Elections issued pursuant to its authority under Section 3300 of the Election Law in reference to the terms and conditions of employment.
- c. A claimed wrongful disciplinary action taken against an Employee.

Section 2.

The grievance procedure except for paragraph (C), shall be as follows:

Employees may at any time informally discuss with their supervisors a matter which may become a grievance. If the results of such a discussion are unsatisfactory, the Employees may present the grievance at **Step I**.

Step I

The Employee and/or Union shall present the grievance verbally or in the form of a memorandum to the person designated for such purpose by the Board not 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 so designated by the agency head shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the sixth work day following the date of submission.

Step II

An appeal from an unsatisfactory decision at **Step I** shall be presented in writing to the person designated by the Board for such purpose. The appeal must be made within six (6) working days of the receipt of the **Step I** decision. 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 written reply to the Employee and/or the Union by the end of the tenth work day following the day on which the appeal was filed.

Step III

An appeal from an unsatisfactory decision at **Step II** shall be presented in writing to the agency head or the agency head's designated representative. The appeal must be made within six (6) working days of the receipt of the **Step II** decision. The agency head or the agency head's designated representative, if any, shall meet with the Employee and/or the Union for review of the grievance and shall issue a decision by the end of the tenth work day following the date on which the appeal was filed.

Step IV

An appeal from an unsatisfactory decision at **Step III** 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 III** decision. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all appeals from **Step III** decisions and shall answer such appeals within ten (10) days.

Step V

An appeal from an unsatisfactory decision at **Step IV** may be brought by the Union or the Employer to the Office of Collective Bargaining for impartial arbitration within ten (10) working days of the receipt of the **Step IV** decision. Such arbitration shall be conducted by an arbitrator designated from a panel maintained by the Office of Collective Bargaining in accordance with applicable law, rules and regulations. A copy of the notice requesting impartial arbitration shall be forwarded to the Commissioner of Labor Relations. The costs and fees of such arbitration including the cost of a stenographer, if any, shall be borne equally by the Union and the Board. The decision or award of the arbitrator shall be final and binding, to the extent permitted by and in accordance with applicable law specifically including Section 3300 of the Election Law, and shall not abridge or diminish any of the rights or obligations of the Board of Elections pursuant to said Section 3300, and shall be limited solely to the application and interpretation of this Agreement, rule, regulation, existing policy or order of the Board of Elections and shall not add to, subtract from, or modify such Agreement, rule, regulations, written policy or order.

Section 3.

As a condition to the right of the Union to invoke impartial arbitration set forth in this Article, 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.

Section 4.

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 IV** of the grievance procedure, without resort to previous steps. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 5.

If a decision satisfactory to the Union at any level of the grievance procedure is not implemented within a reasonable time, the Union may institute a grievance at **Step IV** of the grievance procedure.

Section 6.

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.

Section 7.

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 48 hours' notice of all grievance hearings.

Section 8.

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.

Section 9. Disciplinary Procedure

The Board of Elections may discuss complaints or disciplinary problems with an Employee when such discussions are deemed necessary.

- a. After service upon an Employee of written charges of incompetence or misconduct, a hearing with the Employee shall be held with respect to such charges by two Commissioners, who shall represent the borough in which the Employee works. The Employee shall be served with written charges at least ten (10) days prior to the hearing. The Employee may be represented, at the Employee's option, at such hearing by a representative of the Union. The Employee and/or the Union shall have the right to examine any witness(es) and to present a defense to the charges.
- b. Within five (5) work days of the hearing the two Commissioners shall report to the full Board, which will discuss and rule on the matter. A written decision shall be issued by the full Board by the end of the tenth workday following a meeting of the Board. Disciplinary action, if any, shall be imposed consistent with the Board's ruling.
- c. The Union may appeal the Board's decision if it is arbitrary or capricious. Such appeal shall be made within ten (10) working days of the receipt of the Board's decision to the Commissioner of Labor Relations, or the Commissioner's designee, with a copy to the Board. The Union shall submit a copy of the charges and the Board's decision to the Commissioner of Labor Relations. The Commissioner of Labor Relations, or the Commissioner's designee, shall review such appeal and shall decide from the submitted papers whether a de novo hearing is necessary. If no such hearing is held, a recommendation to the Board of Elections shall be made within fifteen (15) working days from the date of the appeal is received. If a de novo hearing is held, a recommendation to the Board of Elections shall be made within fifteen (15) working days following the close of the hearing.
- d. For Employees in the General Office, the President of the Board will appoint two Commissioners, one from each political party, to represent the Board in the disciplinary proceedings.
- e. The period of an Employee's suspension without pay, pending hearing and determination of charges, shall not exceed thirty (30) days.
- f. Notwithstanding the above, nothing in this procedure is intended to restrict the Board of Elections' rights under the Election Law.

Section 10.

- a. All Employees hired after the execution of this agreement will not have access to the disciplinary process described in Section 9 of this Article for the first twelve (12) months of their employment.
- b. All Employees described in subparagraph (a) shall be evaluated after their first three (3) months of employment. After their first six (6) months these Employees will receive a written evaluation. After their first nine (9) months any Employee who received a less than satisfactory evaluation shall be evaluated again at that time.
- c. Any extension of an Employee's inability to use the disciplinary process shall be done with the consent of the Union and the Employee.

ARTICLE VIII - OVERTIME**Section 1.**

Wherever practicable, the normal work week shall consist of five (5) consecutive working days separated by two (2) consecutive days off.

Section 2.

- a. "Authorized voluntary overtime" and "authorized voluntary standbytime" shall be defined as overtime or standbytime for work authorized by the Board of Elections, which the Employee is free to accept or decline.
- b. "Ordered involuntary overtime" and "ordered involuntary standbytime", shall be defined as overtime or standbytime which the Employee is directed in writing to work and which the Employee is therefore required to work. Such overtime or standbytime may only be authorized by the Board or a representative of the Board who is delegated such authority in writing. Whenever possible, notice of assignment to ordered involuntary overtime will be given twentyfour (24) hours in advance.

Section 3.

- a. For those Employees whose normal work week is less than forty (40) hours, any such ordered involuntary overtime worked between the maximum of that work week and forty (40) hours in any calendar week shall be compensated in cash at straight time (1 time). In computing the hours worked during the week, time during which an Employee is in full pay status, whether or not such time is actually worked, shall be counted. For Employees granted a shortened work day by the Board, compensatory time for work performed between thirty (30) and thirtyfive (35) hours a week when such shortened schedule is in effect shall be granted at the rate of straight time, but such work shall not be considered overtime.
- b. There shall be no rescheduling of days off and/or tours of duty to avoid the payment of overtime compensation. Any work performed on a scheduled day off shall be covered by this Article.
- c. Employees who are paid in cash for overtime may not credit such time for meal allowances.

Section 4.

- a. Authorized voluntary overtime which results in any Employee working in excess of the Employee's normal work week in any calendar week shall be compensated in time off at the rate of straight time. In computing the hours worked during the week, time during which an Employee is in full pay status, whether or not such time is actually worked, shall be counted.
- b. Effective January 1, 1994 for Employees covered by the provisions of FLSA, voluntary overtime actually worked in excess of forty hours in a calendar week shall be compensated at the rate of time and one half (1 1/2x) in time provided that the total unliquidated compensatory hours credited to an Employee pursuant to this provisions may not exceed 240 hours an employee subsequent overtime earned under this provision must be compensated in cash at time and one-half (1 1/2x).

Section 5.

No credit shall be recorded for unauthorized overtime. Credit for all authorized overtime beyond the normal work week shall accrue in units of one-quarter (1/4) hour to the nearest one-quarter (1/4) hour and, except for an Employee covered by the provisions of FLSA who has actually worked in excess of forty hours in said calendar week, only after one (1) hour.

Section 6.

The hourly rate of pay shall be determined by taking the below indicated fractional part of the affected employee's annual regular salary:

$$\frac{1}{261 \times 7} \quad \text{or} \quad \frac{1}{1827}$$

Payment shall be computed and paid on a basis of quarter hour units actually worked beyond the normal scheduled work week, provided at least one (1) full hour is compensable in a calendar week (unless such Employee is covered by the provisions of the Fair Labor Standards Act (FLSA) and has actually worked in excess of forty hours in said calendar week). "Annual regular salary" shall in addition to all payments included in an Employees basic annual salary include all educational, assignment, and longevity differentials, and, when mandated to be included by FLSA, such other additions to gross that are regularly part of an Employee's salary.

Section 7.

- a. These overtime provisions, including recall and standby provisions, shall apply to all covered per annum Employees including those working more than halftime, and with permanent, provisional or temporary status, whose annual gross salary including overtime, all differentials and premium pay is not in excess of the amount set forth in subsection 7(d) for eligibility for cash compensated overtime (the "cap").

- b. When an Employee's annual gross salary including overtime, all differentials and premium pay is higher than \$65,856 effective 8/1/06 and \$68,490 effective 2/1/07 compensatory time at the rate of straight time shall be credited for authorized overtime except as may be proscribed by FLSA. The gross salary shall be computed on annual calendar year basis and for the purposes of this Section shall mean basic annual salary plus any monies earned.
- c. Employees whose annual gross salary including overtime, all differentials and premium pay is in excess of \$65,856 effective 8/1/06 and \$68,490 effective 2/1/07 shall be required to submit periodic time reports at intervals of not less than one week, but shall not be required to follow daily time clock or sign-in procedures. Employees covered by the overtime provisions of FLSA shall be required to follow daily time clock or sign-in procedures. The periodic time report shall be in such form as is required by the agency.
- d. Effective September 3, 2011, the cap shall be \$74,820. Effective September 3, 2012, the cap shall be \$75,568. Effective September 3, 2013, the cap shall be \$76,324. Effective September 3, 2014, the cap shall be \$77,469. Effective September 3, 2015, the cap shall be \$79,406. Effective September 3, 2016, the cap shall be \$81,788.

Section 8.

Employees recalled from home for authorized ordered involuntary overtime work, shall be guaranteed overtime payment in cash for at least four (4) hours, if eligible for cash payment under Section 7 of this Article. When an employee voluntarily responds to a request to come from home for voluntary authorized overtime work, such overtime shall be compensated in time off on an hour for hour basis but with minimum compensatory time for four (4) hours.

Section 9.

- a. Compensatory time off for voluntary overtime work as authorized in this Article shall be scheduled at the discretion of the Board. All compensatory time off must be taken by the affected Employee within the following three (3) months. Any such time not so used by the Employee's choice shall be added to the employee's sick leave balance. If the Board calls upon an Employee not to take the compensatory time off or any part thereof within three (3) months, that portion shall be carried over until such time as it can be liquidated. This subsection shall not apply to compensatory time accrued pursuant to FLSA.
- b. For Employees covered by the Fair Labor Standards Act, accrued compensatory time usage shall be charged in the following manner and order:
 - i. First, pre-FLSA Compensatory Time Bank
 - ii. Second, FLSA Compensatory Time Bank
 - iii. Third, non-FLSA Compensatory Time Bank
- c. If compensatory time off is charged to an Employee's FLSA Compensatory Time Bank and as a result the Employee will not be able to take his/her accrued non-FLSA compensatory time within the three (3) month period provided in subsection 9(a) above, the period of time in which the equivalent amount of time in the non-FLSA Compensatory Time Bank which must be taken shall be extended in writing by the agency head an additional four months.

Section 10.

- a. Employees who volunteer to standby in their homes, as authorized by competent authority, shall receive compensatory time credit on the basis of onehalf (1/2) hour for each hour of standby time.
- b. Employees who are required, ordered and/or scheduled on an involuntary basis to standby in their homes subject to recall, as authorized by the agency head or the agency head's designated representative shall receive overtime payment in cash for such time on the basis of onehalf (1/2) hour paid overtime for such hour of standby time.

Section 11.

In an emergency situation, the Employer shall have a right, after negotiation with the Union, to apply a variation of these overtime regulations.

Section 12.

Except in emergency situations, when authorized and ordered by the Board or a designated representative, no Employee shall be required to actually work more than two (2) consecutive normal work shifts in any twentyfour (24) hour period nor shall said Employee be required to work more than two (2) consecutive work shifts for more than two (2) consecutive weeks.

Section 13.

In the event of any inconsistency between this Article and standards imposed by Federal or State Law, the Federal or State Law shall take precedence unless such Federal or State Law authorizes such inconsistency.

ARTICLE IX - LEAVE REGULATIONS

Section 1. Applicability of Regulations

These regulations shall apply to permanent, full time, per annum and parttime Employees of the Board of Elections as applicable.

Section 2. Annual Leave Allowance

(a) A combined vacation, personal business and religious holiday leave allowance shall be established which shall be known as "annual leave allowance."

(b)(1) Effective July 1, 1978, all parttime per annum, hourly, per diem, per session and seasonal Employees hired prior to July 1, 1985 who work at least one half the regular hours of fulltime Employees in the same title shall accrue leave credits as follows:

Annual leave: One (1) hour of leave for every eleven (11) hours actually worked to a maximum accrual of two hundred and ten (210) hours.

Sick leave: One (1) hour of leave for every twenty (20) hours actually worked with no maximum accrual.

(b)(2) If no full time equivalent title exists then the minimum number of hours required in order to receive leave credits pursuant to this Section shall be based on the nature of employment as follows:

- White Collar Employee 17 1/2 hour per week
- Blue Collar Employee 20 hours per week

(c) Annual leave allowance shall be granted for Employees hired prior to July 1, 1985 as follows:

Category	Annual Leave Allowance	Monthly Accrual
Employees who have completed 15 years of service.	27 work days (five weeks and two days)	2 1/4 days
Category	Annual Leave Allowance	Monthly Accrual
Employees who have completed 8 years of service.	25 work days (five weeks)	2 days, plus one additional day at end of the vacation year.
All other employees.	20 work days (four weeks)	1 2/3 days

(d) For the earning of annual leave credits, the time recorded on the payroll at the full rate of pay, and the first six months of absence while receiving Workmen's Compensation payments shall be considered as time "served" by the Employee.

In the calculation of annual leave credits, a full month's credit shall be given to an Employee who has been in full pay status for at least 15 calendar days during that month, provided however, that (a) where an Employee has been absent without pay for an accumulated total of more than 30 calendar days in the vacation year, the Employee shall lose the annual leave credits earnable in one month of each 30 days of such accumulated absence even though in full pay status for at least 15 calendar days in each month during this period; and (b) if an Employee loses annual leave credits under this rule for several months in the vacation year because the Employee has been in full pay status for fewer than 15 days in each month, but accumulates during said month a total of 30 or more calendar days in full pay status, the Employee shall be credited with the annual leave credits earnable in one month for each 30 days of such full pay status.

Section 3. Annual Leave for New Hires

(a)(1) The annual leave allowance for Employees hired on or after July 1, 1985 shall accrue as follows:

Years In Service	Annual Leave Allowance	Monthly Accrual
At the beginning of the employee's 1st year	15 work days	1.25 days per month
At the beginning of the employee's 2nd year	15 work days	1.25 days per month
At the beginning of the employee's 3rd year	15 work days	1.25 days per month
At the beginning of the employee's 4th year	15 work days	1.25 days per month
At the beginning of the employee's 5th year	20 work days	1.2/3 days per month

At the beginning of the employee's 8th year 25 work days 2 days/month plus 1 additional day at end of the leave year

At the beginning of the employee's 15th year 27 work days 21/4 days per month

(a)(2) The annual leave allowance and accrual for Employees who work other than a regularly scheduled standard work week as defined in Article VI of the 198587 Citywide Agreement hired on or after July 1, 1985 shall be prorated in accordance with the schedule in subsection (a)(1) above.

(b)(1) The annual leave allowance for parttime per annum, hourly, per diem, per session and seasonal Employees hired on or after July 1, 1985 who work at least one half the regular hours of full time employees in the same title shall accrue as follows:

Years In Service	Accrual
At the beginning of the employee's 1st year	1 hour for 15 hours worked
At the beginning of the employee's 2nd year	1 hour for 15 hours worked
At the beginning of the employee's 3rd year	1 hour for 15 hours worked
At the beginning of the employee's 4th year	1 hour for 15 hours worked
At the beginning of the employee's 5th year	1 hour for 11 hours worked

(b)(2) Where no full time equivalent title exists then the minimum number of hours required in order to receive leave credits pursuant to subsection b(1) shall be based on the nature of employment as follows:

White Collar Employees	17 1/2 hour per week
Blue Collar Employees	20 hours per week

The following modifications shall apply to employees hired on or after July 1, 2004:

Work Week	Years of Service	Monthly Accrual	Allowance
	Beginning with 17th Year	15:45 hours	189:00 hours
	Beginning with 14th Year	14:35 hours	175:00 hours
	Beginning with 13th Year	14:00 hours	168:00 hours
	Beginning with 12th Year	13:25 hours	161:00 hours
	Beginning with 11th Year	12:50 hours	154:00 hours
35	Beginning with 10th Year	12:15 hours	147:00 hours
	Beginning with 9th Year	11:40 hours	140:00 hours
	Beginning with 8th Year	11:05 hours	133:00 hours
	Beginning with 7th Year	10:30 hours	126:00 hours
	Beginning with 6th Year	9:55 hours	119:00 hours
	Beginning with 5th Year	9:20 hours	112:00 hours
	First Year	7:00 hours	84:00 hours

i. Accrual rates for annual leave and sick leave shall be adjusted accordingly.

Section 4.

Calculation of annual leave credits for vacation purposes shall be based on a year beginning May 1 hereafter known as a "vacation year". The annual leave allowance of an Employee to an Employee's credit on April 30 and not used in the succeeding vacation year may be carried over from said vacation year to the next succeeding vacation year only, with the approval of the Chairman of the Board of Elections, and any such time not used within the prescribed period shall be added to the Employee's sick leave balance.

- a. Any accumulations in excess of 54 days shall be transferred to the sick leave balances of Employees.
- b. In the event, however, that the Chairman of the Board of Elections calls upon an Employee to forego the Employee's vacation or any part thereof in any year, that portion thereof shall be carried over as vacation even though the same exceeds the limits as fixed in (a) above.

Section 5.

The normal unit of charge against annual leave allowance for vacation and personal business shall be onehalf day. Smaller units of charge are authorized for time lost due to tardiness, religious observance, and for time lost by Employee representatives duly designated by Employee organizations operating under the Mayor's Executive Order No. 75, dated March 22, 1973, engaged in the following types of union activity:

- a. Attendance at Union meetings or conventions;
- b. Organizing and recruitment;
- c. Solicitation of members;
- d. Collection of union dues;
- e. Distribution of union pamphlets, circulars and other literature.

Employees may not be permitted to use annual leave allowances for other than religious holidays until they have completed six months of continuous service.

Section 6.

The "Annual Leave Allowance" shall accrue on an hourly basis and may be so utilized. The rate of accrual for Employees hired prior to July 1, 1985 shall be based on the number of hours in the work week and the number of years of service of the respective Employee as follows:

Work Week	Years Service	Annual Leave Allowance	Monthly Accrual
35 hrs.	Begin. with 15	189 hours	15 3/4 hours
35 hrs.	Begin. with 8	175 hours	14 1/2 + 1 hour at end of year
35 hrs.	Prior to beginning 8	140 hours	11 2/3 hours

Section 7.

All approved leaves for annual leave shall be measured in units of 1 hour or a multiple thereof.

Section 8.

Penalties for unexcused tardiness may be imposed by the President of the Board of Elections in conformance with established rules of the Board. As a minimum, however, all unexcused tardiness both in the morning and upon return from lunch shall be charged to the annual leave allowance.

Section 9.

- a. Effective January 1, 1975, the terminal leave provision for all Employees except as provided in paragraphs (b), (c), below shall be as follows:

Terminal leave with pay shall be granted prior to final separation to Employees who have completed at least ten (10) years of service on the basis of one (1) day terminal leave for each two (2) days of accumulated sick leave up to a maximum of one hundredtwenty (120) days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.

For Employees Hired on or After July 1, 2004

Terminal leave with pay shall be granted prior to final separation to employees who have completed at least ten (10) years of service on the basis of one (1) day of terminal leave for each three (3) days of accumulated sick leave up to a maximum of one hundredtwenty (120) days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.

- a. Any Employee who as of January 1, 1975 has a minimum of fifteen (15) years of service as of said date may elect to receive upon retirement a terminal leave of one (1) calendar month for every ten (10) years of service prorated for a fractional part thereof in lieu of any other terminal leave. However, any sick leave taken by such Employees subsequent to July 1, 1974 in excess of an average annual usage of six (6) days per year shall be deducted from the number of days of terminal leave to which the Employee would otherwise be entitled at the time of retirement, if the Employee chooses to receive terminal leave under this paragraph.
- b. In a case where an Employee has exhausted all or most of the Employee's accrued sick leave due to a major illness, the Agency head, in the Agency head's discretion, may apply two and one-fifth (2 1/5) work days for each year paid service as the basis for computing terminal leave in lieu of any other terminal leave.
- c. Where an Employee has an entitlement to terminal leave and the City's fiscal situation requires that Employees who are terminated, laid off or retired be removed from the payroll on or before a specific date, or where an Employee cannot be considered for an extension of service past the mandatory retirement age of 65 because of budgetary considerations, 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 10. (Leave Regulations)

- a. Effective July 1, 1978, all shortened workday schedules shall be abolished except for Employees who work in nonair conditioned facilities and employees who have traditionally enjoyed shortened workday schedules or heat days in lieu thereof.

- b. No shortened workday schedules shall be granted to any Employee until the Employee has completed one year of service.
- c. All shortened workday schedules shall begin on July 1 and shall terminate on Labor Day.

Section 11.

If because of malfunctioning of heat or air conditioning apparatus, indoor temperatures fall below 55 degrees (or the current OSHA standard) in winter or above 90 degrees (or the current OSHA standard) in summer, Employees shall continue to be dismissed whenever feasible. If some or all Employees are needed in the offices or warehouses because of the workload, the decision as to how many and who shall remain shall be at the discretion of the Executive Director and the Commissioners of the Board of Elections.

Section 12.

- a. A child care leave of absence without pay shall be granted to an Employee (male or female) who becomes the parent of a child up to four years of age, either by birth or by adoption, for the period of up to fortyeight (48) months. The use of this maximum allowance will be limited to one instance only. All other child care leaves of an Employee shall be limited to a thirtysix (36) month maximum.
- b. Prior to the commencement of child care leave an Employee shall be continued in pay status for a period of time equal to all of the Employee's unused accrued annual leave.
- c. Employees who initially elect to take less than the fortyeight (48) month maximum period of leave or the thirtysix (36) months, may elect to extend such leave by up to two extensions, each extension to be a minimum of six (6) months. However, in no case may the initial leave period plus the one or two extensions total more than fortyeight (48) months or thirtysix (36) months.

Section 13.

When a death in an Employee's family occurs while the Employee is on annual leave, such time as is excusable for death in the family shall not be charged to annual leave or sick leave.

Section 14.

- a. All Employee vacations shall be scheduled at the discretion of the agency and subject to its needs.
- b. Employees shall have the right to "pick" authorized vacations on the basis of seniority in title in each work location.
- c. For purposes of this Section, seniority shall be defined as length of continuous service after appointment on a fulltime permanent basis.

ARTICLE X - SICK LEAVE REGULATIONS

Section 1.

- a. Sick leave allowance of one day per month of service shall be credited to Employees, and shall be used only for personal illness of the Employee.
Effective July 1, 2004, employees may use three (3) days per year from their sick leave balances for the care of ill family members.
Effective July 1, 2004, the use of sick leave for care of ill family members shall be limited to a maximum of one-fourth (1/4) of the amount of sick leave hours accruable by an eligible employee during the current leave year or one-fourth (1/4) of the sick leave hours accruable by a full time employee in the same title during a leave year, whichever is less. Approved usage of sick leave for care of ill family members may be charged in units of one (1) hour.
- b. The number of sick leave allowance days permitted to accumulate shall be unlimited.
- c. Sick leave may be granted at the discretion of the President or Secretary of the Board. Proof of disability must be provided by the Employee, satisfactory to the President or Secretary of the Board. Presentation of a physician's certificate in the prescribed form may be waived by the President or Secretary for absences up to and including three consecutive work days. In a case of protracted disability, such certificate shall be presented to the President or Secretary of the Board at the end of each month of continued absence.
- d. The provisions above notwithstanding, the Employer may waive the requirement for proof of disability unless:
 - (1) An Employee requests sick leave for more than three (3) consecutive work days; or
 - (2) An Employee uses undocumented sick leave more than five (5) times in any subsequent six (6) month "sick leave period." Employees hired after July 1, 1976, shall be subject to the terms of this subsection commencing with the next complete "sick leave period;" or

- (3) An Employee uses undocumented sick leave more than four (4) times in any subsequent six (6) month "sick leave period" on a day immediately preceding or following a holiday or a scheduled day off. Employees hired after July 1, 1976 shall be subject to the terms of this subsection commencing with the next complete "sick leave period."

- e. For the purposes of (d)(2) and (d)(3) above, the calendar year shall be divided into two (2), six (6) month "sick leave periods." They shall be (1) January 1 to June 30 inclusive, and (2) July 1 to December 31, inclusive. An Employee who exceeds the allowable number of undocumented absences in any "sick leave period" pursuant to paragraphs (d)(2) and (d)(3) above shall thereafter, commencing with the next "sick leave period," be required to submit medical documentation, satisfactory to the Board before further sick leave may be approved. The requirement for such documentation shall continue in effect until the employee has worked a complete "sick leave period" without being on sick leave more than two (2) times.
- f. For the purpose of this Section "one time" shall mean the consecutive use of onehalf (1/2) or more work days for sick leave. Sick leave taken in units of less than onehalf (1/2) work day shall be counted as "one time" on sick leave when the cumulative total of such sick leave amounts of onehalf (1/2) day.
- g. The provisions of paragraph d. above notwithstanding, the Board shall have the discretion to waive the medical documentation required pursuant to paragraphs d(2), and d(3), and e. for Employees who have completed their third year of employment and thereafter have a current sick leave balance commensurate with the number of years of employment as follows:

3 years	27 days
4 years	36 days
5 years	45 days
6 years	54 days
7 years	63 days
8 years	72 days
9 years	81 days
10 years or more	90 days

- h. Any Employee who anticipates a series of three (3) or more medical appointments, which will require a repeated use of sick leave in units of one day or less, shall submit medical documentation indicating the nature of the condition and the anticipated schedule of treatment. Sick leave taken pursuant to said schedule of treatment shall be deemed documented.
 - (i) The medical documentation required by this Section shall be from a health practitioner licensed by the State in which the practitioner practices to diagnose and certify illness or disability.

However, proper verification of hospital confinement by an authorized hospital official either, by telephone or physical means, and approved by the Chief Clerk or the Chief Clerk's designee, shall be acceptable as proof of hospital confinement in lieu of a document from the hospital and therefore the basis for utilization of sick leave.

Section 2.

An Employee's annual leave shall be changed to sick leave during a period of verified hospitalization. In addition, if an Employee is seriously disabled but not hospitalized while on annual leave, the Board may, at its discretion, approve a change of such leave to sick leave. The decision of the Board in such matters shall not be subject to the grievance procedure.

Section 3.

The normal unit for computation of sick leave shall not be less than onehalf days. The President or Secretary of the Board may authorize smaller units of charge in exceptional and unusual circumstances. Credits cannot be earned for the period an employee is on leave of absence without pay. For the earning of sick leave credits, the time recorded on the payroll at the full rate of pay, and the first six months of absence while receiving Worker's Compensation payments shall be considered as time "served" by the Employee.

The "Sick Leave Allowance" shall accrue on an hourly basis and may be utilized in hourly units. The number of hours of sick leave granted shall be based on the number of hours in the respective Employee's work week as follows:

<u>Work Week</u>	<u>Monthly Accrual</u>
35 hours	7 hours

In the calculation of sick leave credits, a full month's credit shall be given to an Employee who has been in full pay status for at least 15

calendar days during that month, provided, however, that (a) where an Employee has been absent without pay for an accumulated total of more than 30 calendar days in the vacation year, the employee shall lose the sick leave credits earnable in one month for each 30 days of such accumulated absence even though in full pay status for at least 15 calendar days in each month during this period, and (b) if an Employee loses sick leave credits under this rule for several months in the vacation year because the Employee has been in full pay status for fewer than 15 days in each month, but accumulated during said months a total of 30 or more calendar days in full pay status, the Employee shall be credited with sick leave credits earnable in one month of each 30 days of such full pay status.

- i. For any employees *newly* hired on or after July 1, 2004, a maximum sick leave accrual of ten (10) days per annum for the first five (5) years of service shall apply. At the beginning of the sixth year of service, the maximum sick leave accrual shall be twelve (12) days per annum.

Section 4.

At the discretion of the President or Secretary of the Board, Employees with at least one (1) year of service who have exhausted all earned sick leave and annual leave balances due to personal illness may be permitted to use unearned sick leave allowance up to the amount earnable in one year of service, chargeable against future earned sick leave.

Section 5.

At the discretion of the President or Secretary of the Board, permanent Employees may also be granted sick leave with pay for three months after ten years of service, after all credits have been used. In special instances, sick leave with pay may be further extended by the President or Secretary of the Board. The President or Secretary of the Board shall be guided in this matter by the nature and extent of illness and the length and character of service.

ARTICLE XI - HOLIDAY & LEAVE

Section 1. Authorized Absences with Pay

Absence of Employees for the reasons indicated below, shall be excusable in the discretion of the President of the Board without charge to sick leave or annual leave balances, upon submittal of evidence satisfactory to the President of the Board.

- a. Absence not to exceed four workdays in the case of death in the immediate family. Immediate 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, or any relative residing in the household.
- b. For Jury Duty. Leave for jury duty shall be granted to the Employee provided that the Employee remits to the City an amount equal to the amount received for such jury duty less any amount received as reimbursement for travel expenses; provided, however, that in no case may the Employee be required to remit to the City an amount in excess of the amount of the Employee's salary for the period of such leave with pay.
- c. For Court Attendance Under Subpoena or Court Order. Leave to attend court shall be granted when neither the Employee or anyone related to the Employee has a personal interest in the case, and where said attendance at court is not related to any other employment of the Employee.
- d. Absence required because of Health Department ruling with respect to quarantine.
- e. For attendance at New York City Civil Service examination or for official investigation interview or appointment interview in relation to the resulting eligible list.
- f. For attendance of delegates and alternates at State or National conventions of veterans' organizations and volunteer firefighter's organizations.
- g. Absence by Employee representatives, duly designated by Employee organizations operating under the Mayor's Executive Order No. 75, dated March 22, 1973, acting on matters related to the interests of Employees of the Board, to negotiate with and appear before departmental and other City officials and agencies including the Office of Labor Relations, Office of Collective Bargaining, the Board of Estimate, the City Council and the Department of Personnel.
- h. Latenesses caused by a verified major failure of public transportation, such as a widespread or total power failure of significant duration or other catastrophe of similar severity, shall be excused.

Prior notice to an authorization by the President of the Board or the President's designated representative is required for absence under (b), (c), (e), (f) and (g) of Section 1a. The Employees shall give notice to the Board as soon as possible in all other cases.

Section 2.

Employees who are on agency approved workstudy paid leave of absence shall not have annual leave credits deducted unless they actually request and take such annual leave, provided that annual leave accruals do not exceed the maximum permitted by this Agreement.

Section 3.

Leaves of absence without pay for reasons not covered in the foregoing rules may be granted to permanent full time, per annum Employees by the President of the Board not to exceed one year. Extensions of such leave may be granted by the President of the Board not to exceed an additional period of one year.

Section 4.

The regular holidays with pay shall be:

New Year's Day	Labor Day
Martin L. King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

* One additional day in lieu of Election Day to be designated by the Board after prior notification to the Union.

**Effective July 1, 2004, Lincoln's Birthday shall no longer be a regular holiday with pay for any Employee.

Section 5.

When a holiday falls on a Saturday, it shall be observed on the preceding Friday; when a holiday falls on a Sunday, it shall be observed on the following Monday. However, when the Executive Director deems it necessary to keep facilities open on both Monday and Friday, Employees may be scheduled to take time off on either the Monday or Friday.

Section 6.

- a. If an Employee is required to work on any of the eleven (11) holidays listed in this Section, the Employee shall receive a fifty percent (50%) cash premium for all hours worked on the holiday and shall, in addition, receive compensatory time off at the Employee's regular rate of pay. Compensatory time off earned pursuant to this Section may be scheduled by the agency either prior to or after the day on which the holiday falls.
- b. If a holiday designated pursuant to this Agreement falls on a Saturday, the fifty percent (50%) cash premium and compensatory time off at the Employee's regular rate of pay shall apply only to those Employees who are required to work on the Saturday holiday. Employees required to work on the Monday or Friday designated by the Board for holiday observance when a holiday falls on a Saturday or a Sunday shall receive compensatory time only. With respect to an Employee who is scheduled to work on both the Saturday holiday and the day designated for observance: (1) If the Employee is required to work on only one of such days, the Employee shall be deemed to have received compensatory time off (and shall receive the fifty percent (50%) cash premium when required to work on the Saturday holiday) or (2) if the Employee is required to work on both such days, the Employee shall receive the fifty percent (50%) cash premium and compensatory time off at the Employee regular rate of pay for all hours worked on the Saturday holiday.
- c. However, if the Employee is required to work on a holiday which falls on the Employee's scheduled day off, the Employee may choose whether such holiday work is to be compensated by the fifty percent (50%) cash premium and compensatory time off provided for above, or, if the Employee is otherwise eligible, by the overtime provisions of Article VIII. An Employee shall not receive for the same hours of work both (1) overtime pay, and (2) the fifty percent (50%) cash premium and compensatory time off.

ARTICLE XII - PERSONNEL PRACTICE

Section 1. Personnel Folder

- a. An Employee shall be required to accept a copy of any evaluatory statement of the Employee's work performance or conduct prepared during the term of this Agreement if such statement is to be placed in the Employee's permanent personnel folder whether at the central office of the agency or in another work location. Prior to being given a copy of such evaluatory statement, the Employee must sign a form which shall indicate only that the Employee was given a copy of the evaluatory statement but that the Employee does not necessarily agree with its contents. The Employee shall have the right to answer any such evaluatory statement filed and the answer shall be attached to the file copy. Any evaluatory statement with respect to the Employee's work performance or conduct, a copy of which is not given to the

Employee, may not be used in any subsequent disciplinary actions against the Employee.

An Employee shall be permitted to view the Employee's personnel folder once a year and when an adverse personnel action is initiated against the Employee by the Employer. The viewing shall be in the presence of a designee of the Employer and held at such time and place as the Employer may prescribe.

- b. All Employees who receive an evaluatory statement shall receive a form which the Employee may fill out listing their duties. Management may use this form in its evaluatory statement. This form will be attached to the evaluation in the personnel file.

Section 2.

If an Employee finds in the Employee's personnel folder any material relating to the Employee's work performance or conduct in addition to evaluatory statements prepared after July 1, 1967, the Employee shall have the right to answer any such material filed and the answer shall be attached to the file copy.

Section 3.

- a. At all times it shall be the responsibility of the Board to inform the Employee of the Employee's accumulated time sufficiently in advance to allow the Employee enough time to use accrued time prior to separation from service. It shall be the Employee's responsibility to use such accrued time prior to the date the Employee must be off payroll, whether by mandatory retirement or by the end of the extension period.
- b. Extensions shall not be granted in order to exhaust accrued leave.
- c. If while in covered employment under the terms of this Agreement an Employee dies, the Board shall notify the beneficiary designated by the Employee in the Employee's personnel folder as to what benefits may be available from the Board and as to where claims may be initiated for such benefits.
- d. The Board shall promptly notify the appropriate retirement system and request that it communicate with the beneficiary designated in the system's record.

Section 4.

Daily time records shall be maintained showing the actual hours worked by each Employee.

Section 5.

Upon appointment to a City Agency from a Civil Service eligible list immediately following continuous Board service, all sick leave, annual leave balances and compensatory time balances to a maximum of 200 hours shall be transferred with the Employee.

Section 6.

On a date prior to July 1 of each year, the Board of Elections shall furnish to each Employee an annual statement of all leave balances (sick leave, annual leave, compensatory time) accumulated as of the end of the vacation year.

Section 7.

If an Employee's paycheck is lost by the Employer, the Employer shall secure a handwritten replacement check for the Employee within three (3) working days after receipt of an affidavit by the Employee stating that the Employee has not received the lost check or any proceeds from it.

Section 8.

There shall be a shift differential of ten percent (10%) for all Employees covered by this Agreement for all scheduled hours of work between 6 P.M. and 8 A.M. with more than one hour of work between 6 P.M. and 8 A.M.

- i. For any employees *newly* hired after July 1, 2004, during their first three (3) years of employment only, this provision shall apply to scheduled hours of work between 8:00 P.M. and 8:00 A.M.

An Employee working overtime shall not receive a shift differential for such work, but shall receive overtime pay or compensatory time as provided for in Article VIII.

Section 9. Absence Due to Injury Incurred in the Performance of Official Duties

An Employee physically disabled in the performance of the Employee's official duties who has accrued sick and/or annual leave or has been advanced credits in accordance with these Leave Regulations may elect one of the following, in addition to the benefits to which the Employee is entitled under the Worker's Compensation Law, such election to be made within the first seven calendar days of absence by the Employee or someone in the Employee's behalf:

- a. To receive the difference between the amount of the Employee's weekly salary and the compensation rate, provided that:

- (1) The injured Employee or any authorized person acting in the Employee's behalf makes the request in writing, and
- (2) The injured Employee or any authorized person acting in the Employee's behalf agrees that a prorated charge be made against the Employee's sick leave and/or annual leave balances equal to the number of working days of absence less the number of working days represented by the Worker's Compensation payments, and
- (3) The injured Employee has the necessary accrued sick leave and/or annual leave balance or has been advanced credits in accordance with these against which the supplementary pay can be charged, and
- (4) The injured Employee was not guilty of willful gross disobedience of safety rules or willful failure to use a safety device or was not under the influence of alcohol or narcotics at the time of injury or did not willfully intend to bring about injury or death upon himself or another, and
- (5) The injured Employee undergoes such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the Board of Elections, when found fit for duty by said physicians, returns to employment.

- b. To receive Worker's Compensation benefits in their entirety with no charge against sick leave and/or annual leave:

During the period when an injured Employee is receiving Worker's Compensation and the differential to bring the Employee to full pay, the Employee will be carried on full pay status and this time shall be counted for retirement benefits.

The President of the Board of Elections is empowered to grant a leave of absence with pay for the first week's absence of an Employee covered by Worker's Compensation who is physically disabled in the performance of official duties.

Upon the determination of the President of the Board of Elections that an Employee has been physically disabled because of an assault arising out of and in the course of the Employee's employment, the agency head will grant the injured Employee a leave of absence with pay not to exceed eighteen months. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the President of the Board in writing that the Employee's injury has been accepted by the Division as compensable under the Worker's Compensation law, or, if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law. If an Employee is granted a leave of absence with pay pursuant to this Section, the Employee shall receive the difference between the Employee's weekly salary and the Employee's compensation rate with charge against annual leave or sick leave. The Employee shall, as a condition of receiving benefits under this Section, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in the amount of the pay and medical disbursements received pursuant to this Section but NOT to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel.

Section 10.

Within forty-five (45) days of the receipt by the Worker's Compensation Division of the Law Department of a claim for Worker's Compensation the City shall notify the claimant that the Employee's claim has been approved or disapproved.

Failure to notify the Employee within the forty-five (45) day time limit may be grieved at Step III of the grievance procedure without resort to previous steps.

Section 11.

Retirees shall continue to have the option of changing their previous choice of Health Plans. This option shall be:

- (a) a one time choice;
- (b) exercised only after one year of retirement;
- (c) can be exercised at any time without regard to contract periods;
- (d) The effective date of change to a new plan shall be the first day of the month in which the application has been received by the New York City Health Insurance Program.

Effective with the re-opener 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. This option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

Section 12.

When a permanent Employee is summoned to an interview which

may lead to a disciplinary action and which is conducted by someone outside the normal supervisory chain of command, the following procedure shall apply:

- (a) Employees who are summoned to the appropriate office of the Board shall be notified, whenever feasible, in writing, at least two (2) work days in advance of the day on which the interview or hearing is to be held, and a statement of the reason for the summons shall be attached, except where an emergency is present or where considerations of confidentiality are involved.
- (b) Whenever such an Employee is summoned for an interview or hearing for the record which may lead to disciplinary action, the Employee shall be entitled to be accompanied by a Union representative or a lawyer, and the Employee shall be informed of this right. If a statement is taken, the Employee shall be entitled to a copy.
- (c) Wherever possible, such hearings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.

ARTICLE XIII - BULLETIN BOARDS: EMPLOYER FACILITIES

Section 1.

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the Employer for the Employees to read. All notices shall be on Union stationery, and shall be used only to notify Employees of matters pertaining to Union affairs.

The Employer will make available, in each borough office, space in which the Union may place its own bulletin board, which shall be clearly marked as such.

Upon request to the responsible official in charge of a work location, the Union may use Employer premises for meetings during Employees' lunch hours, subject to availability of appropriate space and provided such meetings do not interfere with Employer business.

Section 2.

The Employer will make available a space which will be locked in which personal items may be stored during working hours.

ARTICLE XIV - LABOR MANAGEMENT COMMITTEE

Section 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 Board of Elections changes in the working conditions of the employees within the Board 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 Board of Elections 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 chairperson from among its members at each meeting. The chairpersonship of the committee shall alternate between the members designated by the Board and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. The committee shall make its recommendations to the Board in writing.

Section 4.

The labor management committee shall meet at the call of either the Union members or the Board 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 the committee.

Section 5.

The Board and the Union agree that the matters of productivity and incentives are appropriate subjects for discussion in the labor management committee.

ARTICLE XV - NO STRIKES

In accordance 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. If during the term of this Agreement, Employees independently engage in any conduct prohibited by this Article, the Union shall exert its best

efforts to cause such Employees to return to work.

ARTICLE XVI - HEALTH & SAFETY

- a. A Labor-Management Health and Safety Committee shall be established in the Board. The Committee shall be composed of three labor and three management representatives for a total of six members. The management representatives shall be designated by the agency President. The committee shall meet bimonthly or at the written request of the three labor or the three management representatives for the purpose of discussing health and safety problems in the agency and making recommendations to the President of the Board. The written request shall indicate the specific condition for which the meeting is being called.
- b. Adequate, clean, structurally safe and sanitary working facilities shall be provided for all Employees.
- c. Motor vehicles and power equipment which are in compliance with minimum standards of applicable law shall be provided to Employees who are required to use such devices.
- d. Where necessary, first aid chests, adequately marked and stocked shall be provided by the Employer in sufficient quantity for the number of Employees likely to need them and such chests shall be reasonable accessible to the Employees.
- e. The Employer agrees that the contingency plan for bomb scares which has been designed and transmitted to the operating agencies remains in effect.
- f. The sole remedy for alleged violations of this Article shall be a grievance pursuant to Article VII of this Agreement. Any Employee who withholds services as a means of redressing or otherwise protesting alleged violations of this Article shall be docked pay for any unauthorized nonperformance of work and may be subject to any appropriate disciplinary action.
- g. In construing this Article, an arbitrator shall initially have the power only to decide whether the subject facilities meet the standards of subsection b of this Article but may not affirmatively direct how the Employer should comply with this Article. If the arbitrator determines that the Employer is in violation of this Article, the Employer shall take appropriate steps to remedy the violation. If in the opinion of the Union the Employer does not achieve compliance within a reasonable period of time, the Union may reassert its claim to the arbitrator. Upon such second submission, if the arbitrator finds that the Employer has had a reasonable time to comply with the terms of this Article and has failed to do so, then and only then, the arbitrator may order the Employer to follow a particular course of action which will effectuate compliance with the terms of this Article. However, such remedy shall not exceed appropriations available in the current budget allocation for the involved agency for such purposes.
- h. The Employer shall make reasonable efforts to provide for the personal security of Employees working in office buildings operated by the Employer, during such hours as said locations are open to the public.

ARTICLE XVII - BARGAINING BAR DURING TERM OF AGREEMENT

Section 1.

The parties acknowledge that they have raised and negotiated in good faith concerning all mandatory subjects of collective bargaining and that the terms of this Agreement represent their entire agreement after such negotiations. All subjects not provided for herein were disposed of in the course of negotiations; and the parties accordingly acknowledge that there remains no further duty to bargain concerning them unless consented to in writing.

Section 2.

Nothing herein shall authorize or require collective bargaining between the parties during the term of this Agreement, except that the parties may mutually agree to engage in collective bargaining where (a) the matter was not specifically covered by the Agreement or raised as an issue during the negotiations out of which such agreements arose and (b) there shall have arisen a significant change in circumstances with respect to such matter which could not reasonably have been anticipated by both parties at the time of the conclusion of negotiations.

Section 3.

There shall be no resumption of negotiations during the term of an agreement upon the claim that the agreement is not consummated or not executed or that one of the parties promised to resume negotiations on any particular matter unless such claim is substantiated by a written document signed by the party against whom the claim is made.

ARTICLE XVIII - APPLICABLE LAWS AND REGULATIONS

Section 1.

This Agreement and each of its provisions are expressly made subject

to New York State Election Law Section 3300 and in no way are intended to, nor do they in any manner reduce, lessen, diminish nor impair the rights and obligations of the Board of Elections of the City of New York as set forth in said Section 3300 of the Election Law.

Section 2.

The provisions of the Agreement as qualified in Section 1. are further subject to and are governed by all applicable existing and future laws and regulations and Mayoral Executive Order No. 52 and the amendments thereto which are deemed applicable to this Agreement.

ARTICLE XIX - APPENDICES

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

ARTICLE XX - SAVINGS CLAUSE

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

ARTICLE XXI - FINANCIAL EMERGENCY ACT

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

WHEREFORE, we have hereunto set our hands and seals this 26th day of August, 2021

CITY OF NEW YORK AND THE BOARD OF ELECTIONS IN THE CITY OF NEW YORK

COMMUNICATIONS WORKERS OF AMERICA AFLCIO, ON BEHALF OF ITSELF AND ITS LOCAL 1183

BY: /s/
RENEE CAMPION
Commissioner, Office of Labor Relations

BY: /s/
WILLIAM GALLAGHER
Downstate New York Area Director, Communication Workers of America

BOARD OF ELECTIONS

LOCAL 1183

BY: /s/
MICHAEL B. RYAN
President, Board of Elections

BY: /s/
DONNA G. ELLABY
President, Local 1183

APPROVED AS TO FORM:

BY: /s/
ERIC EICHENHOLTZ
Acting Corporation Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD: , 2019

UNIT: BOARD OF ELECTIONS

TERM: JUNE 19, 2010 TO JUNE 18, 2017

**Appendix A
Longevity Increment Eligibility Rules**

The following rules shall govern the eligibility of Employees for the longevity increments provided for in Section 7 of the 2010-2017 CWA Agreement.

1. Only service in pay status shall be used calculate the 5, 10, and 15 years of service, except that for other than full time per annum Employees only a continuous year of service in pay status shall be used to calculate the 5, 10, and 15 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 5, 10, and 15 years of service. If the normal work year for an Employee is less than the regular and customary work year for the Employee's title, it shall be counted as a continuous year of service if the Employee has customarily worked that length of work year and the applicable agency verifies that information.
2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 5, 10, and 15 years of service. Where an Employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 15 years of service. No break used to disqualify service shall be used more than once.
3. The following time in which an Employee is not in pay status

shall not constitute a break in service as specified in the paragraph 2 above.

- a. time on a leave approved by the proper authority which is consistent with **the Personnel Rules and Regulations of the City of New York** or the appropriate personnel authority of a covered organization.
- b. time prior to a reinstatement.
- c. time on a preferred list pursuant to **Civil Service Law Sections 80 and 81** or any similar contractual provision.
- d. time not in pay status of 31 days or less.

Notwithstanding the above, such time as specified in subsection a, b and c above shall not be used to calculate the 5, 10, and 15 years of service.

4. Once an Employee has completed the 5 years of "City" service in pay status and is eligible to receive the \$466 longevity increment, the additional \$250 or \$550 longevity increment, the \$466, the additional \$250 or \$550 shall become part of the Employee's base rate for all purposes except as provided in paragraph 5 below.
5. The \$466, additional \$250 and \$550 longevity increment shall not become pensionable until fifteen months after the Employee becomes eligible to receive such \$466, \$250 or \$550 increment. Fifteen months after the Employee becomes eligible to receive the \$466, the \$250 or the \$550 longevity increment, such \$466, \$250 or \$550 longevity increment shall become pensionable and as part of the Employee's base rate, shall be subject to the general increase provided in Section 4a of the 1992-95 CWA Economic Agreement.

William Gallagher
Downstate New York Area Director
Civil Service Division
Communications Workers of America
80 Pine Street 37th floor
New York, NY 10005

Donna G. Ellaby
President, Local 1183
Communications Workers of America
80 Pine Street
New York, NY 10005

Re: 2010-2017 CWA Local 1183 Agreement

Dear Mr. Gallagher and Ms. Ellaby:

This is to confirm the understanding of the parties that the Board of Elections shall conduct fire drills twice a year at each of its borough offices. If feasible, a fire drill should be conducted within the first 10 days of the months of March and another during the first ten days of the month of October.

If this conforms with your understanding, please countersign below.

Very truly yours,
 /s/
Renee Campion

AGREED AND ACCEPTED ON BEHALF OF CWA, Local 1183

BY: /s/
William Gallagher
 /s/
Donna G. Ellaby

William Gallagher
Downstate New York Area Director
Civil Service Division
Communications Workers of America
80 Pine Street 37th floor
New York, NY 10005

Donna G. Ellaby
President, Local 1183
Communications Workers of America
80 Pine Street
New York, NY 10005

Re: 2010-2017 CWA Local 1183 Agreement

Dear Mr. Gallagher & Ms. Ellaby:

For your information, please note the following:

- 1) Where practicable the Commissioners of the Board of Elections will attempt to make promotions from within the Board of Elections.

2) The Administrative Code Title B (City Commission on Human Rights) and Executive Order No. 22 of 1970 (Prohibiting Discrimination in Employment by the City Department and Agencies) remains in full force and effect.

3) If the Union so desires and can provide to the City an estimate of the number of Local 1183 members who wish to join the CWA Savings and Retirement Trust, the City will meet with the Union and Representatives of the Comptroller Office, to attempt to devise a mechanism permitting employee deductions and transmittal of monies to the CWA Savings and Retirement Trust.

4) The Board agrees that the names and original appointment dates of all current Board of Elections employees who are represented by Local 1183 will be provided to the employees within 30 days of the final approval of Local 1183's 198487 collective bargaining agreement. However, names and appointment dates will be provided only to the extent that such information is readily accessible to the Board.

Very truly yours,
/s/
Renee Campion

AGREED AND ACCEPTED ON BEHALF OF CWA, Local 1183

BY: _____/s/_____
William Gallagher
_____/s/_____
Donna G. Ellaby

William Gallagher
Downstate New York Area Director
Communication Workers of America
80 Pine Street, 37th floor
New York, NY 10005

Donna G. Ellaby
President, Local 1183
Communications Workers of America
80 Pine Street
New York, NY 10005

Re: 2010-2017 CWA Local 1183 Agreement

Dear Mr. Gallagher and Ms. Ellaby:

This is to confirm certain mutual understandings and agreements regarding the above captioned Agreement.

For the purposes of Section 2(a), "approved leave" is further defined to include:

- a. maternity/childcare leave
- b. military leave
- c. unpaid time while on jury duty
- d. unpaid leave for union business pursuant to Executive Order 75
- e. unpaid leave pending workers' compensation determination
- f. unpaid leave while on workers' compensation option 2
- g. approved unpaid time off due to illness or exhaustion of paid sick leave
- h. approved unpaid time off due to family illness
- i. other pre-approved leaves without pay

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

Very truly yours,
/s/
Renee Campion

AGREED AND ACCEPTED ON BEHALF OF CWA, Local 1183

BY: _____/s/_____
William Gallagher
_____/s/_____
Donna G. Ellaby

William Gallagher
Downstate New York Area Director
Communication Workers of America
80 Pine Street, 37th floor
New York, NY 10005

Donna G. Ellaby
President, Local 1183
Communications Workers of America
80 Pine Street
New York, NY 10005

Re: 2010-2017 CWA Local 1183 Agreement

Dear Mr. Gallagher and Ms. Ellaby:

- a. Funding was not provided to permit the application of the general increases to the longevity increments provided in various separate unit agreements. Therefore the provisions of Section 3 (a)(i) of the *2008-2010 CWA Local 1183 Agreement* shall *not* apply to such longevity increments.
- b. Notwithstanding the above, once an employee has completed the required years of "City" service in pay status and is eligible to receive the longevity increment, the payment shall become part of the employee's base rate for all purposes except as provided in paragraph c. below.
- c. The longevity increment shall not become pensionable until fifteen months after the employee begins to receive such increment. Fifteen months after the employee begins to receive the longevity increment, such longevity increment shall become pensionable and as part of the employee's base rate, the longevity increment shall be subject to the general increases provided in Section 3 (a) of this Agreement.
- d. All other provisions of Appendix A shall remain in full force and effect.

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

Very truly yours,
/s/
Renee Campion

AGREED AND ACCEPTED ON BEHALF OF CWA, Local 1183

BY: _____/s/_____
William Gallagher
_____/s/_____
Donna G. Ellaby

o8

CHANGES IN PERSONNEL

BOARD OF ELECTION POLL WORKERS FOR PERIOD ENDING 08/06/21										
NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY			
ALLOKO	JUDITH A	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
ALMONTE	CAROL	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
AMANGA	IGABA A	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
AMINA	UMMAY ZA	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
AMOROSO	JULIENNE	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
AMPIM	VERONICA	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
AMSTRONG	NATHANIE V	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
ANAYA	GIAN E	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
ANDERSEN	JESSICA J	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
ANDINO	LIZ M	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
ANDREOU	NICHOLAS	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
ANTOIME	DEYON-AL	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
ANTON	REBECCA C	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
ARAFIN	SHAMSUL	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
ARANGO	MELINA	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
ARCE	MANUEL J	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
ARCHER	AMANDA T	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
AREVALO	MARLON V	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
ARIAS	JUNELI	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
ARIAS CIAIO	SANDRA B	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
ARIN	TASMEEN A	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
ARJOON	BHANMATE J	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
ARORA	NARINDER	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
ASIF	RABIA	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
ASOMBRADO	RAZAN	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
AUCANCELA	ERICK A	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
AUDRIN	ISABELLE A	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
AUSTIN	SEAN D	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
AVILA	GABRIELA	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
AVITAL	GILAD	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
AYALA	YOLLYCE A	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
AYALA - MISCO	STEVEN	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
AYEMMO	CAREN	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
AZAD	TASNIM	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
AZAM	HASANUL	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
AZEEM	DIAWAR	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
AZHARALI	MERSEENA	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
AZIZI	FAHIM S	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
B MICHEL	CHRISTIN	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
BABLY	MONTAZIR	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
BACKMAN	REBECCA	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
BAKER	DEJANETT	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
BAKER	SHARON	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			
BALBUENA	IVETTE	9POLL	\$1.0000	APPOINTED	YES	01/01/21	300			

Table listing names (e.g., CHU, CHENG), titles (e.g., 9POLL), salaries (\$1,000), and actions (e.g., APPOINTED).

Table listing names (e.g., EASTERLING, SOBEIRA), titles (e.g., 9POLL), salaries (\$1,000), and actions (e.g., APPOINTED).

BOARD OF ELECTION POLL WORKERS FOR PERIOD ENDING 08/06/21

Table listing names (e.g., CRAWFORD, SIRIMA), titles (e.g., 9POLL), salaries (\$1,000), and actions (e.g., APPOINTED).

BOARD OF ELECTION POLL WORKERS FOR PERIOD ENDING 08/06/21

Table listing names (e.g., FLORES, NICOLE), titles (e.g., 9POLL), salaries (\$1,000), and actions (e.g., APPOINTED).

BOARD OF ELECTION POLL WORKERS FOR PERIOD ENDING 08/06/21

Table listing names (e.g., DONG, YI), titles (e.g., 9POLL), salaries (\$1,000), and actions (e.g., APPOINTED).

BOARD OF ELECTION POLL WORKERS FOR PERIOD ENDING 08/06/21

Table listing names (e.g., GILL, SAMITI), titles (e.g., 9POLL), salaries (\$1,000), and actions (e.g., APPOINTED).

READER'S GUIDE

The City Record (CR) is published each business day. The Procurement section of the City Record is comprised of notices of proposed New York City procurement actions, contract awards, and other procurement-related information. Notice of solicitations and other notices for most procurement methods valued at or above \$100,000 for goods, services, and construction must be published once in the City Record, among other requirements. Other procurement methods authorized by law, such as sole source procurements, require notice in the City Record for five consecutive editions. Unless otherwise specified, the agencies and offices listed are open for business Monday through Friday from 9:00 A.M. to 5:00 P.M., except on legal holidays.

NOTICE TO ALL NEW YORK CITY CONTRACTORS

The New York State Constitution ensures that all laborers, workers or mechanics employed by a contractor or subcontractor doing public work are to be paid the same wage rate that prevails in the trade where the public work is being done. Additionally, New York State Labor Law §§ 220 and 230 provide that a contractor or subcontractor doing public work in construction or building service must pay its employees no less than the prevailing wage. Section 6-109 (the Living Wage Law) of the New York City Administrative Code also provides for a "living wage", as well as prevailing wage, to be paid to workers employed by City contractors in certain occupations. The Comptroller of the City of New York is mandated to enforce prevailing wage. Contact the NYC Comptroller's Office at www.comptroller.nyc.gov, and click on Prevailing Wage Schedules to view rates.

CONSTRUCTION/CONSTRUCTION SERVICES OR CONSTRUCTION-RELATED SERVICES

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.

VENDOR ENROLLMENT APPLICATION

New York City procures approximately \$17 billion worth of goods, services, construction and construction-related services every year. The NYC Procurement Policy Board Rules require that agencies primarily solicit from established mailing lists called bidder/proposer lists. Registration for these lists is free of charge. To register for these lists, prospective suppliers should fill out and submit the NYC-FMS Vendor Enrollment application, which can be found online at www.nyc.gov/selltonyc. To request a paper copy of the application, or if you are uncertain whether you have already submitted an application, call the Vendor Enrollment Center at (212) 857-1680.

SELLING TO GOVERNMENT TRAINING WORKSHOP

New and experienced vendors are encouraged to register for a free training course on how to do business with New York City. "Selling to Government" workshops are conducted by the Department of Small Business Services at 110 William Street, New York, NY 10038. Sessions are convened on the second Tuesday of each month from 10:00 A.M. to 12:00 P.M. For more information, and to register, call (212) 618-8845 or visit www.nyc.gov/html/sbs/nycbiz and click on Summary of Services, followed by Selling to Government.

PRE-QUALIFIED LISTS

New York City procurement policy permits agencies to develop and solicit from pre-qualified lists of vendors, under prescribed circumstances. When an agency decides to develop a pre-qualified list, criteria for pre-qualification must be clearly explained in the solicitation and notice of the opportunity to pre-qualify for that solicitation must be published in at least five issues of the CR. Information and qualification questionnaires for inclusion on such lists may be obtained directly from the Agency Chief Contracting Officer at each agency (see Vendor Information Manual). A completed qualification questionnaire may be submitted to an Agency Chief Contracting Officer at any time, unless otherwise indicated, and action (approval or denial) shall be taken by the agency within 90 days from the date of submission. Any denial or revocation of pre-qualified status can be appealed to the Office of Administrative Trials and Hearings (OATH). Section 3-10 of the Procurement Policy Board Rules describes the criteria for the general use of pre-qualified lists. For information regarding specific pre-qualified lists, please visit www.nyc.gov/selltonyc.

NON-MAYORAL ENTITIES

The following agencies are not subject to Procurement Policy Board Rules and do not follow all of the above procedures: City University, Department of Education, Metropolitan Transportation Authority, Health & Hospitals Corporation, and the Housing Authority. Suppliers interested in applying for inclusion on bidders lists for Non-Mayoral entities should contact these

entities directly at the addresses given in the Vendor Information Manual.

PUBLIC ACCESS CENTER

The Public Access Center is available to suppliers and the public as a central source for supplier-related information through on-line computer access. The Center is located at 253 Broadway, 9th floor, in lower Manhattan, and is open Monday through Friday from 9:30 A.M. to 5:00 P.M., except on legal holidays. For more information, contact the Mayor's Office of Contract Services at (212) 341-0933 or visit www.nyc.gov/mocs.

ATTENTION: NEW YORK CITY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

Join the growing number of Minority and Women-Owned Business Enterprises (M/WBEs) that are competing for New York City's business. In order to become certified for the program, your company must substantiate that it: (1) is at least fifty-one percent (51%) owned, operated and controlled by a minority or woman and (2) is either located in New York City or has a significant tie to New York City's business community. To obtain a copy of the certification application and to learn more about this program, contact the Department of Small Business Services at (212) 513-6311 or visit www.nyc.gov/sbs and click on M/WBE Certification and Access.

PROMPT PAYMENT

It is the policy of the City of New York to pay its bills promptly. The Procurement Policy Board Rules generally require that the City pay its bills within 30 days after the receipt of a proper invoice. The City pays interest on all late invoices. However, there are certain types of payments that are not eligible for interest; these are listed in Section 4-06 of the Procurement Policy Board Rules. The Comptroller and OMB determine the interest rate on late payments twice a year: in January and in July.

PROCUREMENT POLICY BOARD RULES

The Rules may also be accessed on the City's website at www.nyc.gov/selltonyc

COMMON ABBREVIATIONS USED IN THE CR

The CR contains many abbreviations. Listed below are simple explanations of some of the most common ones appearing in the CR:

ACCO	Agency Chief Contracting Officer
AMT	Amount of Contract
CSB	Competitive Sealed Bid including multi-step
CSP	Competitive Sealed Proposal including multi-step
CR	The City Record newspaper
DP	Demonstration Project
DUE	Bid/Proposal due date; bid opening date
EM	Emergency Procurement
FCRC	Franchise and Concession Review Committee
IFB	Invitation to Bid
IG	Intergovernmental Purchasing
LBE	Locally Based Business Enterprise
M/WBE	Minority/Women's Business Enterprise
NA	Negotiated Acquisition
OLB	Award to Other Than Lowest Responsive Bidder/Proposer
PIN	Procurement Identification Number
PPB	Procurement Policy Board
PQL	Pre-qualified Vendors List
RFEI	Request for Expressions of Interest
RFI	Request for Information
RFP	Request for Proposals
RFQ	Request for Qualifications
SS	Sole Source Procurement
ST/FED	Subject to State and/or Federal requirements

KEY TO METHODS OF SOURCE SELECTION

The Procurement Policy Board (PPB) of the City of New York has by rule defined the appropriate methods of source selection for City procurement and reasons justifying their use. The CR procurement notices of many agencies include an abbreviated reference to the source selection method utilized. The following is a list of those methods and the abbreviations used:

CSB	Competitive Sealed Bidding including multi-step Special Case Solicitations/Summary of Circumstances:
CSP	Competitive Sealed Proposal including multi-step
CP/1	Specifications not sufficiently definite
CP/2	Judgement required in best interest of City
CP/3	Testing required to evaluate
CB/PQ/4	CSB or CSP from Pre-qualified Vendor List/ Advance qualification screening needed
CP/PQ/4	Demonstration Project
DP	Sole Source Procurement/only one source
RS	Procurement from a Required Source/ST/FED
NA	Negotiated Acquisition
	<i>For ongoing construction project only:</i>
NA/8	Compelling programmatic needs
NA/9	New contractor needed for changed/additional work
NA/10	Change in scope, essential to solicit one or limited number of contractors
NA/11	Immediate successor contractor required due to termination/default
	<i>For Legal services only:</i>

NA/12	Specialized legal devices needed; CSP not advantageous
WA	Solicitation Based on Waiver/Summary of Circumstances (Client Services/CSB or CSP only)
WA1	Preventing loss of sudden outside funding
WA2	Existing contractor unavailable/immediate need
WA3	Unsuccessful efforts to contract/need continues
IG	Intergovernmental Purchasing (award only)
IG/F	Federal
IG/S	State
IG/O	Other
EM	Emergency Procurement (award only): An unforeseen danger to:
EM/A	Life
EM/B	Safety
EM/C	Property
EM/D	A necessary service
AC	Accelerated Procurement/markets with significant short-term price fluctuations
SCE	Service Contract Extension/insufficient time; necessary service; fair price Award to Other Than Lowest Responsible & Responsive Bidder or Proposer/Reason (award only) anti-apartheid preference
OLB/a	local vendor preference
OLB/b	recycled preference
OLB/c	other: (specify)

HOW TO READ CR PROCUREMENT NOTICES

Procurement notices in the CR are arranged by alphabetically listed Agencies, and within Agency, by Division if any. The notices for each Agency (or Division) are further divided into three subsections: Solicitations, Awards, and Lists & Miscellaneous notices. Each of these subsections separately lists notices pertaining to Goods, Services, or Construction.

Notices of Public Hearings on Contract Awards appear at the end of the Procurement Section.

At the end of each Agency (or Division) listing is a paragraph giving the specific address to contact to secure, examine and/or to submit bid or proposal documents, forms, plans, specifications, and other information, as well as where bids will be publicly opened and read. This address should be used for the purpose specified unless a different one is given in the individual notice. In that event, the directions in the individual notice should be followed.

The following is a SAMPLE notice and an explanation of the notice format used by the CR.

SAMPLE NOTICE

POLICE

DEPARTMENT OF YOUTH SERVICES

■ SOLICITATIONS

Services (Other Than Human Services)

BUS SERVICES FOR CITY YOUTH PROGRAM

-Competitive Sealed Bids- PIN# 056020000293 - DUE 04-21-03 AT 11:00 A.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.

NYPD, Contract Administration Unit, 51 Chambers Street, Room 310, New York, NY 10007. Manuel Cruz (646) 610-5225.

◀m27-30

ITEM	EXPLANATION
POLICE DEPARTMENT	Name of contracting agency
DEPARTMENT OF YOUTH SERVICES	Name of contracting division
■ SOLICITATIONS	Type of Procurement action
<i>Services (Other Than Human Services)</i>	Category of procurement
BUS SERVICES FOR CITY YOUTH PROGRAM	Short Title
CSB	Method of source selection
PIN #056020000293	Procurement identification number
DUE 04-21-03 AT 11:00 A.M.	Bid submission due 4-21-03 by 11:00 A.M.; bid opening date/ time is the same.
<i>Use the following address unless otherwise specified or submit bid/proposal documents; etc.</i>	Paragraph at the end of Agency Division listing providing Agency
◀	Indicates New Ad
m27-30	Date that notice appears in The City Record