



THE CITY RECORD

Official Journal of The City of New York

THE CITY RECORD U.S.P.S. 0114-660
Printed on paper containing 30% post-consumer material

VOLUME CXLIX NUMBER 224

WEDNESDAY, NOVEMBER 23, 2022

Price: \$4.00

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THE CITY RECORD

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Mayor

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Commissioner, Department of
Citywide Administrative Services

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Published Monday through Friday except legal holidays by the New York City Department of Citywide Administrative Services under Authority of Section 1066 of the New York City Charter.

Subscription \$500 a year, \$4.00 daily (\$5.00 by mail). Periodicals Postage Paid at New York, NY
POSTMASTER: Send address changes to
THE CITY RECORD, 1 Centre Street,
17th Floor, New York, NY 10007-1602

Editorial Office/Subscription Changes:
The City Record, 1 Centre Street, 17th Floor,
New York, NY 10007-1602 (212) 386-0055

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

ADMINISTRATIVE TRIALS AND HEARINGS

MEETING

Pursuant to Section 103-A(3) of the Public Officers Law, available, at <https://www.nysenate.gov/legislation/laws/PBO/103-A>, the Mayor's Emergency Executive Order 255, and seq., available at, <https://www1.nyc.gov/office-of-the-mayor/news.page>, and the New York City Environmental Control Board (the "Board"), Resolution Respecting the Continuation of Electronic Meetings, approved October 13, 2022,



available, at <https://www.nyc.gov/assets/oath/downloads/pdf/Board-Resolution-10-13-2022-re-Electronic-Meetings.pdf>, the Board Meeting scheduled for December 8, 2022, at 9:30 A.M., will be held electronically for the public to attend via WebEx, instead of for the public to attend in person. Members of the public may view the Board meeting by connecting through WebEx with meeting number (access code) 2344 685 4773; password 23T6GFR9tJU. Minutes of the Board Meeting will be transcribed and posted on the Office of Administrative Trials and Hearings website.

n23-28

BOROUGH PRESIDENT - BROOKLYN

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that, pursuant to Section 201 of the New York City Charter, the Brooklyn Borough President will hold an ULURP hearing on the matters below **in person**, at 6:00 P.M., on Monday, December 5, 2022, in the Borough Hall Courtroom. The meeting will be recorded for public transparency.

Please note that visitors are no longer required to wear masks, at Borough Hall, and will not be asked to show proof of vaccination to enter the building.

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

Testimony, at the hearing is limited to **2 minutes**, unless extended by the Chair. The Borough President welcomes written testimony on all agenda items. For timely consideration, comments must be submitted to testimony@brooklynbp.nyc.gov, no later than Monday, December 12, 2022.

The following agenda item will be heard:

58 Nixon Court Rezoning (210170 ZMK, 210171 ZRK)

An application by SLG Assets, Inc., pursuant to Sections 197-c and 201 of the New York City Charter affecting five lots between Murdock Court and Shore Parkway within the Special Ocean Parkway District (OP). The applicant seeks a zoning map amendment to change the project area from R5 to R7X/C2-4, and a zoning text amendment to establish a coterminous Mandatory Inclusionary Housing (MIH) area. These actions would enable a 9-story building with 21 units (approximately 5 affordable, pursuant to MIH Option 1) and 706 square feet (sf) of commercial space on a triangular corner site on the south side of Nixon Court. The development would provide 8 accessory parking spaces on the ground floor, and a 30-foot front yard to comply with OP regulations.

Accessibility questions: Corina Lozada, corina.lozada@brooklynbp.nyc.gov, by: Monday, November 28, 2022, 5:00 P.M.



← n23-d5

CITY PLANNING COMMISSION

■ PUBLIC HEARINGS

The City Planning Commission will hold a public hearing accessible both in-person and remotely via the teleconferencing application Zoom, at 10:00 A.M. Eastern Daylight Time, on Wednesday, November 30, 2022, regarding the calendar items listed below. The public hearing will be held in person in the NYC City Planning Commission Hearing Room, Lower Concourse, 120 Broadway, New York, NY. Anyone attending the meeting in-person is encouraged to wear a mask.

The meeting will be live streamed through Department of City Planning's (DCP's) website and accessible from the following webpage, which contains specific instructions on how to observe and participate, as well as materials relating, to the meeting: <https://www.nyc.gov/site/nycengage/events/city-planning-public-meeting/413961/1>

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

877 853 5247 US Toll-free
888 788 0099 US Toll-free

253 215 8782 US Toll Number
213 338 8477 US Toll Number

Meeting ID: **618 237 7396**
[Press # to skip the Participation ID]
Password: 1

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

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

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

BOROUGH OF QUEENS

Nos. 1 & 2

REFORM TEMPLE OF FOREST HILLS REZONING

No. 1

CD 6 C 220274 ZMQ

IN THE MATTER OF an application submitted by Werber Management, Inc. and Reform Temple of Forest Hills, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 14a, changing from an R1-2A District an R7D District property, bounded by 71st Avenue, a line 175 feet northeasterly of 112th Street, 71st Road, and 112th Street, as shown on a diagram (for illustrative purposes only) dated August 22nd, 2022, and subject, to the conditions of CEQR Declaration E-685.

No. 2

CD 6 N 220275 ZRQ

IN THE MATTER OF an application submitted by Werber Management, Inc. and Reform Temple of Forest Hills, 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
Housing Designated Areas and Mandatory
Inclusionary Housing Areas**

* * *

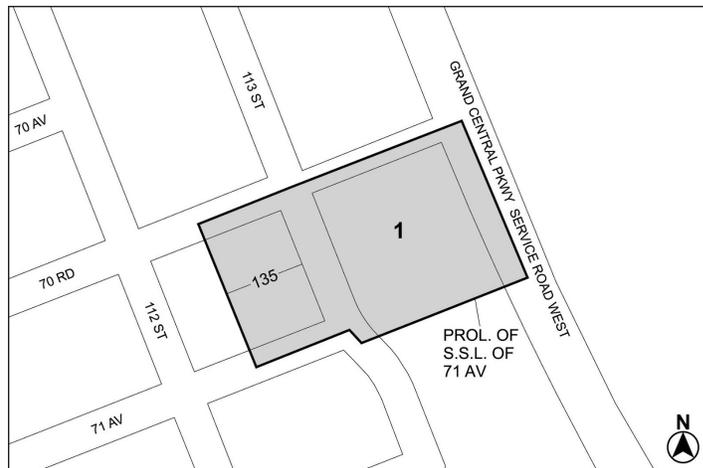
QUEENS

* * *

Queens Community District 6

Map 1 – (4/9/19) [date of adoption]

[EXISTING MAP]



Mandatory Inclusionary Housing Program area see Section 23-154(d)(3)
Area 1 – 4/9/19 MIH Program Option 1

[PROPOSED MAP]



Mandatory Inclusionary Housing Program Area see Section 23-154(d)(3)
Area 1 – 4/9/19 MIH Program Option 1
Area # – [date of adoption] MIH Program Option 1 and Option 2

Portion of Community District 6, Queens

* * *

BOROUGH OF MANHATTAN

Nos. 3 & 4

213-227 WEST 28TH STREET PARKING SPECIAL PERMITS

No. 3

CD 5 C 200012 ZSM

IN THE MATTER OF an application submitted by 215 West 28th Street Property Owner LLC, pursuant to Sections 197-c and 201 of the New York City Charter for the grant of special permits, pursuant to Sections 13-45 (Special Permits for additional parking spaces) and

13-451 (Additional parking spaces for residential growth) of the Zoning Resolution to allow an automated accessory parking garage with a maximum capacity of 41 spaces on portions of the ground floor, cellar and sub-cellar levels 1, 2 and 3, of a proposed mixed-use building, at 213-219 West 28th Street (Block 778, Lot 31), on a zoning lot located, at 213-227 West 28th Street (Block 778, Lots 25 & 31) (Block 778, Lots 25 & 31), in an M1-6D District.

Plans for this proposal are on file with the City Planning Commission and may be seen on the Zoning Application Portal, at <https://zap.planning.nyc.gov/projects/2016M0356>, or the Department of City Planning, 120 Broadway, 31st Floor, New York, NY 10271-0001.

No. 4

CD 5 C 200013 ZSM

IN THE MATTER OF an application submitted by 225 West 28th Street Property Owner LLC, pursuant to Sections 197-c and 201 of the New York City Charter for the grant of special permits, pursuant to Sections 13-45 (Special Permits for additional parking spaces) and 13-451 (Additional parking spaces for residential growth) of the Zoning Resolution to allow an automated accessory parking garage with a maximum capacity of 36 spaces on portions of the ground floor, cellar and sub-cellar levels 1, 2 and 3, of a proposed mixed-use building, at 221-227 West 28th Street (Block 778, Lot 25), on a zoning lot located, at 213-227 West 28th Street (Block 778, Lots 25 & 31), in an M1-6D District.

Plans for this proposal are on file with the City Planning Commission and may be seen on the Zoning Application Portal, at <https://zap.planning.nyc.gov/projects/2016M0356>, or the Department of City Planning, 120 Broadway, 31st Floor, New York, NY 10271-0001.

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

Accessibility questions: 212-720-3508, AccessibilityInfo@planning.nyc.gov, by: Wednesday, November 23, 2022, 5:00 P.M.



n15-30

HOUSING AUTHORITY

MEETING

The next Audit & Finance Committee Meeting of the New York City Housing Authority, is scheduled for Thursday, December 15, 2022, at 10:00 A.M. in the Ceremonial Room on the 5th Floor of 90 Church Street, New York, NY. Copies of the Agenda will be available on NYCHA's website or may be picked up, at the Department of Internal Audit and Assessment, at 90 Church Street, 9th Floor, New York, NY, no earlier than twenty-four (24) hours before the upcoming Audit & Finance Committee Meeting. Copies of the draft Minutes are available on this web page or can be picked up, at the Department of Internal Audit and Assessment no earlier than 3:00 P.M. on Thursday, two weeks after the Audit & Finance Committee Meeting.

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

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

The meeting is open, to the public. For those wishing, to provide public comment, pre-registration is required, at least 45 minutes before the scheduled Committee Meeting. Comments are limited, to the items on the Agenda.

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

Any person requiring a reasonable accommodation in order to participate in the Audit & Finance Committee Meeting, should contact the Department of Internal Audit and Assessment by phone, at (212) 306-3441 or by email, at audit@nycha.nyc.gov, no later than Thursday, December 1, 2022, at 5:00 P.M.

For additional information regarding the Audit & Finance Committee Meeting, please visit NYCHA's website, contact by phone, at (212) 306-3441 or by email, at audit@nycha.nyc.gov.

Accessibility questions: Internal Audit, (212) 306-3441, by: Thursday, December 1, 2022, 5:00 P.M.



n18-d15

The next Board Meeting of the New York City Housing Authority is scheduled for Wednesday, November 30, 2022, at 10:00 A.M., in the Ceremonial Room on the 5th Floor of 90 Church Street, New York, NY (unless otherwise noted). Copies of the Calendar will be available on NYCHA's website or may be picked up, at the Office of the Corporate Secretary, at 90 Church Street, 5th Floor, New York, NY, no earlier than 24 hours before the upcoming Board Meeting. Copies of the Minutes will also be available on NYCHA's website or may be picked up, at the Office of the Corporate Secretary no earlier than 3:00 P.M. on the Thursday following the Board Meeting.

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

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

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

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

Accessibility questions: Office of the Corporate Secretary (212) 306-6088, by: Wednesday, November 16, 2022, 4:00 P.M.



n9-23

LANDMARKS PRESERVATION COMMISSION

NOTICE

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, December 6, 2022, the Landmarks Preservation Commission (LPC or agency) will hold a public hearing by teleconference with respect to the properties list below, and then followed by a public meeting.

The final order and estimated times for each application will be posted on the Landmarks Preservation Commission website, the Friday before the hearing. Please note that the order and estimated times are subject to change. The teleconference will be by the Zoom app and will be live-streamed on the LPC's YouTube channel, www.youtube.com/nyclpc. Members of the public should observe the meeting on the YouTube channel and may testify on particular matters by joining the meeting using either the Zoom app or by calling in from any phone. Specific instructions on how to observe and testify, including the meeting ID and password, and the call-in number, will be posted on the agency's website, under the "Hearings" tab, <https://www1.nyc.gov/site/lpc/hearings/hearings.page>, on the Monday before the public hearing. Any person requiring language assistance services or other reasonable accommodation in order to participate in the hearing or attend the meeting should contact the LPC by contacting Gregory Cala, Community and Intergovernmental Affairs Coordinator, at gcala@lpc.nyc.gov, or (212) 602-7254, 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.

39-84 46th Street - Sunnyside Gardens Historic District

LPC-23-02929 - Block 154 - Lot 95 - Zoning: R4

CERTIFICATE OF APPROPRIATENESS

A Colonial Revival style rowhouse, designed by Clarence Stein & Henry Wright and built in 1926. Application is to modify a window opening.

3 Hillcrest Avenue - Douglaston Historic District

LPC-22-11971 - Block 8093 - Lot 33 - Zoning: R1-2

CERTIFICATE OF APPROPRIATENESS

A Colonial Revival freestanding house, built c. 1925. Application is to modify a masonry opening and replace a door.

43 Barrow Street - Greenwich Village Historic District

LPC-22-11159 - Block 587 - Lot 53 - Zoning: C2-6

CERTIFICATE OF APPROPRIATENESS

A Federal style rowhouse, built in 1828. Application is to construct a rooftop addition and excavate at the cellar.

817 Washington Street - Gansevoort Market Historic District
LPC-23-03843 - Block 644 - Lot 30 - **Zoning:**
CERTIFICATE OF APPROPRIATENESS
 A Queen-Anne-Style French Flats building, with stores built in 1886-87. Application is to establish a Master Plan governing the future installation of painted wall signs.

242 Lafayette Street - SoHo-Cast Iron Historic District Extension
LPC-23-02052 - Block 496 - Lot 30 - **Zoning:** M1-5B
CERTIFICATE OF APPROPRIATENESS
 A Queen-Anne-Style factory building, designed by John Sexton and built in 1881-82. Application is to replace windows.

46 Jane Street - Greenwich Village Historic District
LPC-23-00579 - Block 625 - Lot 31 - **Zoning:** C1-6
CERTIFICATE OF APPROPRIATENESS
 A Greek Revival style rowhouse, built in 1846. Application is to construct a rooftop addition.

48 West 85th Street - Upper West Side/Central Park West Historic District
LPC-23-03161 - Block 1198 - Lot 51 - **Zoning:** R8B
CERTIFICATE OF APPROPRIATENESS
 A Queen-Anne-Style rowhouse, with Neo-Grec elements, built in 1886-87, designed by Thom & Wilson. Application is to construct rooftop and rear yard additions.

21 East 90th Street - Expanded Carnegie Hill Historic District
LPC-22-12241 - Block 1502 - Lot 17 - **Zoning:** R10 R8B
CERTIFICATE OF APPROPRIATENESS
 An Art Deco style apartment building, with medieval elements, designed by George F. Pelham and built in 1927. Application is to alter the penthouse.

n22-d6

PROPERTY DISPOSITION

The City of New York in partnership with PublicSurplus.com posts online auctions. All auctions are open, to the public.

Registration is free and new auctions are added daily. To review auctions or register visit <https://publicsurplus.com>

CITYWIDE ADMINISTRATIVE SERVICES

■ SALE

The City of New York in partnership with IAAI.com posts vehicle and heavy machinery auctions online every week at:

<https://iaai.com/search?keyword=dcas+public>
 All auctions are open, to the public and registration is free.

Vehicles can be viewed in person at:
 Insurance Auto Auctions, Green Yard
 137 Peconic Avenue, Medford, NY 11763
 Phone: (631) 207-3477

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

jy29-j17

■ NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the Department of Citywide Administrative Services, Real Estate Services (DCAS) will be conducting an online public lease auction in accordance with New York Administrative Code Section 4-203. Online bids will be accepted via the DCAS auction webpage at nyc.gov/auctions from December 8, 2022 at 9:00 A.M. until December 15, 2022 at 9:00 P.M. The apparent highest bidders will be identified by December 19, 2022 and such bids will be subject to a due diligence process. Auction results will also be posted on the DCAS auction webpage at nyc.gov/auctions. The City intends to award the bids to the highest eligible bidders.

The auction will be conducted in accordance with Offering Terms and Conditions, together with any Special Terms and Conditions, if any, pertinent to specific parcels. Offering Terms and Conditions, any Special Terms and Conditions, and inspection times are available on the DCAS auction webpage at nyc.gov/auctions. For further information, or in the event potential bidders do not have access to a

computer and would like to make arrangements to utilize a computer at DCAS' office located at 1 Centre Street, Manhattan for online bid submissions, please contact Harry Doobay at (212) 386-0335 or hdoobay@dcas.nyc.gov.

Address or Location	Borough	Block	Lot(s)	Minimum Monthly Bid
271 Bowery	Manhattan	427	14	\$6,750
2521 Adam Clayton Powell Junior Boulevard	Manhattan	2015	1	\$6,830
681 Marcy Avenue	Brooklyn	1780	1	\$1,720
Bed of Calyer Street between Monitor Street and Kingsland Avenue	Brooklyn	2585	999	\$8,620
Bed of Skillman Avenue between Morgan and Vandervoort Avenues	Brooklyn	2896	999	\$15,890
279 Grafton Street	Brooklyn	3567	6	\$980
West Corner of 37 Street and Fort Hamilton Parkway	Brooklyn	5289	46p	\$5,560
Foot of Trotting Course Lane, 167 feet North of Margaret Place	Queens	3880	91p	\$12,740
Northwest Corner of 183 Street and Rockaway Boulevard	Queens	13420	8, 999	\$12,510
Foot of 150 Drive, East of 183 Street	Queens	13432	6p, 20p, 21p, 40p, 46p, 49p, 53p, 998	\$56,460
		13433	2p, 5, 10, 15p, 20p, 23p, 29p, 34p, 36p, 53p, 55p, 57, 59, 69	
Southeast Corner of 150 Road and 183 Street	Queens	13432	59p, 65p	\$4,110
		13433	2p, 999	
Willowbrook Parkway North of Clark Avenue and Amboy Road	Staten Island	4396	999	\$7,910

n14-d15

HOUSING PRESERVATION AND DEVELOPMENT

■ PUBLIC HEARINGS

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

j5-d30

PROCUREMENT

“Compete To Win” More Contracts!

Thanks to a new City initiative - “Compete To Win” - the NYC Department of Small Business Services offers a new set of FREE

services to help create more opportunities for minority and Women-Owned Businesses to compete, connect and grow their business with the City. With NYC Construction Loan, Technical Assistance, NYC Construction Mentorship, Bond Readiness, and NYC Teaming services, the City will be able to help even more small businesses than before.

● Win More Contracts, at nyc.gov/competetowin

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

HHS ACCELERATOR PREQUALIFICATION

To respond to human services Requests for Proposals (RFPs), in accordance with Section 3-16 of the Procurement Policy Board Rules of the City of New York (“PPB Rules”), vendors must first complete and submit an electronic HHS Accelerator Prequalification Application using the City’s PASSPort system. The PASSPort system is a web-based system maintained by the City of New York for use by its 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

CHILDCARE ASSISTANCE - BK - Negotiated Acquisition/Pre-Qualified List - PIN#06823N0010001 - AMT: \$2,949,600.00 - TO: Center for Family Life in Sunset Park Inc., 443 39th Street, Brooklyn, NY 11232.

The Administration for Children’s Services (ACS), intends to enter into a negotiated acquisition contract with The Family Life Center of Sunset Park for the provision of Childcare Assistance Services for Immigrant Families. ACS selected the negotiated acquisition Procurement method, pursuant to the Procurement Policy Board Rules, Sections 3-04(b)(2)(i)(D) and 3-04(b)(2)(ii). A competitive process for procuring services is incompatible with the time sensitive nature of this one-time funding and there are a limited number of vendors with demonstrated operational/administrative capacity and history running programs targeting this population.

A competitive process for procuring services from CBOs is incompatible with the time sensitive nature of this one-time budget. Given this constraint, ACS seeks to enter into contracts quickly, pursuant to Section 3-04(b)(2)(i)(D) of the (PPB) rules such that CBO programs can start issuing child care subsidies to families with eligible children by January 2023. Each day that passes to retain a select cohort of qualified community-based organizations (CBO) to administer funds to families is one less day a family can benefit from this child care assistance prior, to the end of funding on June 30, 2023. Additionally, there are a limited number of CBOs with demonstrated operational/administrative capacity and a history running programs targeting this population, especially within the specific neighborhoods identified as having the highest populations of undocumented children. Given this, ACS also makes this request, pursuant to Section 3-04(b)(2)(ii) of the PPB rules.

◀ n23

CHILDCARE ASSISTANCE - SI - Negotiated Acquisition/Pre-Qualified List - PIN#06823N0012001 - AMT: \$652,800.00 - TO: Staten Island Community Job Center Inc., 774 Port Richmond, Avenue, 2 Floor, Staten Island, NY 10302.

A competitive process for procuring services from CBOs, is incompatible with the time sensitive nature of this one-time budget. Given this constraint, ACS seeks to enter into contracts quickly, pursuant to Section 3-04(b)(2)(i)(D) of the (PPB) rules such that CBO programs can start issuing child care subsidies to families with eligible children by January 2023. Each day that passes to retain a select cohort of qualified community-based organizations (CBO), to administer funds to families is one less day a family can benefit from this child care assistance prior, to the end of funding on June 30, 2023. Additionally, there are a limited number of CBOs with demonstrated operational/administrative capacity and a history running programs targeting this population, especially within the specific neighborhoods identified as having the highest populations of undocumented children. Given this, ACS also makes this request, pursuant to Section 3-04(b)(2) (ii) of the PPB rules.

◀ n23

Services (other than human services)

DRUG SCREENING SERVICES - Competitive Sealed Bids - PIN# 06822B0003001 - AMT: \$2,191,450.00 - TO: Medrite Medical Care PC DBA Medrite Urgent Care, PO BOX 950, Monsey, NY 10952.

◀ n23

AGING

■ AWARD

Human Services/Client Services

HOME CARE SERVICES - Competitive Sealed Proposals/Pre-Qualified List - PIN# 12522P0002005 - AMT: \$4,924,917.00 - TO: Richmond Home Need Services Inc., 3155 Amboy Road, Staten Island, NY 10306.

The NYC Department for the Aging (DFTA), on an average day, serves over 3,500 functionally-impaired, non-Medicaid-eligible older New Yorkers with low- and moderate-incomes by providing personal care and housekeeping services through its Home Care Program. DFTA currently maintains five contracts – one in each borough – to provide these services. These borough-based Home Care Agencies operate in close collaboration with 21 contracted Case Management Agencies (CMAs). The CMAs authorize clients for home care services so that they may continue to live, at home and be engaged in their communities.

During the second quarter of FY21, DFTA has issued a concept paper for these services. DFTA is now releasing the RFP for these new contracts to begin on January 1, 2023.

◀ n23

CITY UNIVERSITY

FACILITIES, PLANNING, CONSTRUCTION AND MANAGEMENT

■ SOLICITATION

Construction/Construction Services

ONE AMSTERDAM REDEVELOPMENT - Request for Proposals - PIN#MC-CUCF-18-22 - Due 2-27-23 at 11:59 P.M.

The City University Construction Fund (“CUCF”), on behalf of the City University of New York (“CUNY”), is issuing this Request for Proposals (“RFP”) to redevelop via a public-private partnership the site located, at One Amsterdam Avenue, New York, NY 10019 as further described in this RFP. The RFP seeks Proposals from qualified developers to redevelop the Site under both fee purchase and long-term ground lease scenarios.

The redevelopment of the Site must include a minimum of 355,000 GSF to house CUNY operations, including classrooms, laboratories, offices, academic and student support, and meeting spaces (the “CUNY Facility”).

In addition to providing the CUNY Facility, redevelopment of the Site must also represent highest and best use (“Best Use”) of the land in order to maximize the financial return to CUCF. CUCF anticipates that redevelopment of the Site will optimally yield the following:

- 1. The Selected Developer will fund and build the CUNY Facility;
2. Selected Developer will purchase or ground lease the Site for a price that maximizes the value to CUCF;
3. The CUNY Facility Cost will be the full capital cost of developing and constructing the CUNY Facility through construction completion, including, but not limited to, the cost of approvals and

permitting; CUCF legal fees; and all design, construction, and project management costs including CUCF costs for owner's representation (the "CUNY Facility Cost");

- 4. Upon completion, the CUNY Facility will be turned over as a turnkey facility to CUNY and CUNY shall commence use and operation of the CUNY Facility for its educational purposes.

A copy of the solicitation that more fully describes the procurement process, submission requirements, evaluation criteria, timeline and Designated Contacts information is available for downloading, at www.cuny.edu/cunybuilds, under Current and Upcoming Procurements.

Proposals are not to be submitted in person. All proposals must be submitted electronically using the DropboxLink which can be found on the CUNY Builds website: www.cuny.edu/cunybuilds

This project is governed by the NYS Procurement Lobbying Law set forth in State Finance Law Sections 139-j and 139-k. The restricted period began with the publication of this Ad. Accordingly, all communications regarding advertised projects are to be channeled through the Designated Contacts set forth below. Communication with respect to this procurement initiated by or on behalf of an interested vendor through others than the Designated Contacts may constitute an "impermissible contact" under NYS law and could result in disqualification of that vendor.

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.

City University, Peter Fountis (646) 664-2700; CUNY.Builds@cuny.edu

n23

CITYWIDE ADMINISTRATIVE SERVICES

AWARD

Goods

PROCURE LABORATORY SPECIALTY GASES FOR THE CITY OF NEW YORK - Competitive Sealed Bids - PIN#85722B0145001 - AMT: \$1,538,155.50 - TO: Robinsons Industrial Gas and Equipment Corp, 920 Lincoln Avenue, Suite #14, Holbrook, NY 11741.

n23

Goods and Services

GENUINE REPLACEMENT PARTS FOR TOYOTA - Competitive Sealed Bids - PIN#85722B0131001 - AMT: \$810,000.00 - TO: City World Motors, LLC dba City World Toyota, 3333 Boston Road, Bronx, NY 10469.

Award Date: 6/23/2022

n23

ADMINISTRATION

SOLICITATION

Services (other than human services)

QUALIFIED PROVIDER LIST OF SECURITY GUARD COMPANIES - Request for Qualifications - PIN#85617QL001 - Due 4-28-23 at 5:00 P.M.

85617QL001 - The New York City Department of Citywide Administrative Services ("DCAS"), is seeking applications from qualified guard companies, to provide security guard services, at qualified Non-Public School. Applications are accepted on a continuous basis and will be processed periodically. The Qualified Provider List will be updated periodically. Applications may be downloaded online, at www.nyc.gov/cityrecord or can be obtained between the hours of 9:00 A.M. and 5:00 P.M., from office of Citywide Procurement ("OCP"), at One Centre Street, 18th Floor Bid Room, New York, NY 10007. All questions and request for additional information concerning the application should be sent via email.

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.

Citywide Administrative Services, 1 Centre Street, 18th Floor, New York, NY 10007. Nysha Hughes (212) 386-0477; nhughes@dcas.nyc.gov

n23-30

COMPTROLLER

AWARD

Services (other than human services)

FIXED INCOME/EMERGING MANAGER-OF-MANAGER INVESTMENT MANAGEMENT SERVICES - Request for Proposals - PIN#015-208-259-01 FI - AMT: \$3,769,000.00 - TO: Bivium Capital Partners LLC, 601 California Street, Suite 200, San Francisco, CA 94108.

n23

DESIGN AND CONSTRUCTION

PROGRAM MANAGEMENT

VENDOR LIST

Construction/Construction Services

PQL: GENERAL CONSTRUCTION MEDIUM PROJECTS

NYC DDC, is Certifying the GC Medium PQL With The Following Approved Vendors:

- 1. Andron Construction Corp.
2. Ashnu International Inc.
3. C&L Contracting Corp.
4. CDE Air Conditioning Co. Inc.
5. CDS Mestel Construction Corp.
6. Delric Construction Company, Inc.
7. E&A Restoration Inc.
8. Five Star Contracting Co., Inc.
9. Fratello Construction Corp.
10. Gryphon Construction Inc.
11. Iannelli Construction Co Inc.
12. Jobco Incorporated
13. Lanmark Group, Inc.
14. Litehouse Builders, Inc.
15. Metropolitan Construction Corp.
16. MPCC Corp N.S.P. Enterprises, Inc.
17. N.S.P. Enterprises Inc.
18. Neelam Construction Corp.
19. Nicholson & Gallaway Inc.
20. Padilla Construction Services, Inc. PCS
21. Paul J. Scariano Inc.
22. Sea Breeze General Construction, Inc.
23. Sharan Builders Inc.
24. SLSCO LP
25. Stalco Construction Inc.
26. XBR Inc.
27. Zaman Construction Corp.
28. ZHL Group 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. (718) 391-2410; rfq_pql@ddc.nyc.gov

n23-30

(PQL): INSTALLATION OF COLD FLUID APPLIED REINFORCED MEMBRANE ROOFING SYSTEM

NYC DDC, is certifying the Reconstruction and Restoration of Landmarked and Landmark-Quality Buildings: with the following approved vendors:

- 1. Metropolitan Construction Corp
2. Monpat Construction Inc.
3. N.S.P. Enterprises, Inc.
4. Neelam Construction Corp
5. Nicholson & Galloway 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. (718) 391-2410; rfq_pql@ddc.nyc.gov

n21-28

(PQL): GENERAL CONSTRUCTION LARGE PROJECTS

- 1. Andron Construction Corp.
2. Ashnu International Inc.

3. C&L Contracting Corp.
4. CDE Air Conditioning Co Inc.
5. Citnalta Construction Corp.
6. E&A Restoration Inc.
7. EW Howell Co LLC
8. Forte Construction Corp.
9. Iannelli Construction Co Inc.
10. Infinity Contracting Services, Corp.
11. Lanmark Group, Inc.
12. Leon D. Dematteis Construction Corp.
13. Litehouse Builders, Inc.
14. Losardo General Construction Corp.
15. MPCC Corp.
16. N.S.P. Enterprises, Inc.
17. Neelam Construction Corp.
18. Nicholson & Gallaway Inc.
19. Padilla Construction Services, Inc. PCS
20. Paul J. Scariano Inc.
21. Plaza Construction LLC
22. Prismatic Development Corp.
23. Sea Breeze General Construction, Inc.
24. SLSCO LP
25. STALCO Construction Inc.
26. Technico Construction Services Inc.
27. Tishman Construction Corporation of NY
28. ZHL Group 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. (718) 391-2410; rfq_pqi@ddc.nyc.gov

• n23-30

EDUCATION

■ AWARD

Human Services/Client Services

UPK-BTF-49688 - Competitive Sealed Proposals/Pre-Qualified List - PIN# 04022P0673160 - AMT: \$1,109,728.00 - TO: Kwang Ya Church, 27-11 Bayside Lane, Flushing, NY 11358.

The New York City Department of Education (“DOE”) hereby requests authorization to release a Request for Proposals (“RFP”) on behalf of the Division of Early Childhood Education (“DECE”), to provide 3-K and Pre-K for All services commencing in the 2022-2023 school year.

This solicitation is being conducted as an RFP, because these services are administered directly to children and must be evaluated on qualitative criteria.

• n23

UPK BTF 49675 - Competitive Sealed Proposals/Pre-Qualified List - PIN# 04022P0673176 - AMT: \$2,560,616.00 - TO: Jewish Community Center Chabad of West Queens Inc., 1029 48th Avenue, Long Island City, NY 11101-5607.

The New York City Department of Education (“DOE”) hereby requests authorization to release a Request for Proposals (“RFP”) on behalf of the Division of Early Childhood Education (“DECE”), to provide 3-K and Pre-K for All services commencing in the 2022-2023 school year.

This solicitation is being conducted as an RFP, because these services are administered directly to children and must be evaluated on qualitative criteria.

• n23

R1395 - UPK FOR ALL - Competitive Sealed Proposals/Pre-Qualified List - PIN#04022P0673084 - AMT: \$4,914,976.00 - TO: Midwood Catholic Academy, 1501 Hendrickson Street, Brooklyn, NY 11234.

The New York City Department of Education (“DOE”), hereby requests authorization to release a Request for Proposals (“RFP”) on behalf of the Division of Early Childhood Education (“DECE”), to provide 3-K and Pre-K for All services commencing in the 2022-2023 school year.

This solicitation is being conducted as an RFP, because these services are administered directly to children and must be evaluated on qualitative criteria.

• n23

UPK-BTF 49676 - Competitive Sealed Proposals/Pre-Qualified List - PIN#04022P0673180 - AMT: \$1,299,880.00 - TO: JHELIC Inc., 6156 71st Street 1st Floor, Middle Village, NY 11379.

The New York City Department of Education (“DOE”), hereby requests authorization to release a Request for Proposals (“RFP”) on behalf of the Division of Early Childhood Education (“DECE”), to provide 3-K and Pre-K for All services commencing in the 2022-2023 school year.

This solicitation is being conducted as an RFP, because these services are administered directly to children and must be evaluated on qualitative criteria.

• n23

ENVIRONMENTAL PROTECTION

WATER AND SEWER OPERATION

■ INTENT TO AWARD

Goods

82623Y0269-DRIVESAFE - Request for Information - PIN# 82623Y0269 - Due 12-6-22 at 4:00 P.M.

DEP, intends to enter into a Sole Source Agreement with Simulator Systems International, for DRIVESAFE: Full Motion Driving Simulator with Monitors and Vehicle Cockpit. NYC DEP Bureau of Water and Sewer Operations (BWSO), is looking to purchase a full motion driving simulators with monitors and vehicle cockpit. It enables a trainee to drive in virtual space while operating the controls of a large vehicle that apply to employees with Commercial Driver License CDL. Its primary use will be to train Field Operators in virtual space to drive safely. Any firm which believes it can also provide the required service IN THE FUTURE is invited to do so, indicated by letter which must be received no later than December 6, 2022, 4:00 P.M. at: Department of Environmental Protection, Agency Chief Contracting Officer, 59-17 Junction Boulevard, 17th Floor, Flushing, NY 11373, Attn: Glorivee Roman, glroman@dep.nyc.gov.

n21-28

Services (other than human services)

82623Y0261-POLECAM - Request for Information - PIN# 82623Y0261 - Due 12-6-22 at 4:00 P.M.

DEP, intends to enter into a Sole Source Agreement with Joe Johnson Equipment, for POLECAM: Envirosight Verisight Pro + and QuickView Air HD Zoom Camera Systems with Accessories. The purchase of the Envirosight Quickview Air HD Pole Cameras and the VeriSight Pro Plus Push Cameras for BWSO Field Operations will allow the operators to perform a visual inspection of the sewer system without the necessity to enter. Any firm which believes it can also provide the required service IN THE FUTURE is invited to do so, indicated by letter which must be received no later than December 6, 2022, 4:00 P.M. at: Department of Environmental Protection, Agency Chief Contracting Officer, 59-17 Junction Boulevard, 17th Floor, Flushing, NY 11373, Attn: Glorivee Roman, glroman@dep.nyc.gov.

n21-28

HEALTH AND MENTAL HYGIENE

■ AWARD

Services (other than human services)

TRAINING FOR NEW TECNOLOGICAL SYSTEMS AND SKILLS - Other - PIN#81622U0025001 - AMT: \$103,175.00 - TO: Learning Tree International USA Inc., 13650 Dulles Technology Drive, Herndon, VA 20171-6156.

DOHMH, intends to enter into a contract with LEARNING TREE INTERNATIONAL USA INC for training for new technological systems and skills. This is required for existing and new staff members to have diverse levels of knowledge on the software they use; it is important to offer training in these areas to improve knowledge levels and ease of use. Learning Tree will be providing courses in software and programming languages within the Division of Disease Control for staff to increase capacity and skills.

• n23

HOUSING PRESERVATION AND DEVELOPMENT

■ AWARD

Construction/Construction Services

IMMED EMERG DEMO AT 108-26 AVENUE N BK - Emergency Purchase - PIN#80623E0004001 - AMT: \$626,097.50 - TO: State Contracting Corp of NY, 555 Saw Mill River Road, Yonkers, NY 10701.

• n23

HUMAN RESOURCES ADMINISTRATION

■ AWARD

Human Services/Client Services

NAE(3 MONTHS)-WAREHOUSE & DELIVERY OF NON-PERISHABLE FOOD - Negotiated Acquisition - Other - PIN#06923N0006001 - AMT: \$448,103.00 - TO: Food Bank for New York City, 39 Broadway, 10th Floor, New York, NY 10006.

Negotiated Acquisition Extension (7th), to continue providing warehouse and delivery of non-perishable food to food pantries and soup kitchens. Vendor: Food bank for New York City. Contract Term: 7/1/2022 - 9/30/2022 Amount: \$448,103.00.

The Emergency and Intervention Services (EIS) needs to extend the contract with the incumbent vendor Food Bank via the Negotiated Acquisition process, to ensure the continuity of warehouse and delivery of non-perishable food to do soup kitchens. A Request for Proposal for the Emergency Food Assistance Program is being reviewed and finalized.

◀ n23

Services (other than human services)

MANPOWER GROUP IT SERVICES - Intergovernmental Purchase - PIN#06922G0050001 - AMT: \$6,164,220.00 - TO: ManpowerGroup Public Sector, Inc., 6400 Arlington Boulevard, 3rd Floor, Falls Church, VA 22042.

DSS/ITS is requesting your approval of a new award for a total contract amount of \$6,164,220.00 awarded to Manpower Group Public Sector, Inc. The vendor will provide consulting services for the project(s) mentioned below. The period of performance will be for thirty-six (36) months from January 1, 2022 to December 31, 2024. IT Development and Management OCSE Strategic Modernization Public Engagement Unit Systems NYCWAY SORTS Paperless Office System Long Term Care Web Development.

◀ n23

PROV. OF ADMINISTRATIVE SERVICES-HUNTS POINT MSC - Competitive Sealed Proposals/Pre-Qualified List - PIN#06922P0041001 - AMT: \$1.00 - TO: Promesa Housing Development Fund Corp., 300 East 175th Street, Bronx, NY 10457.

The primary responsibilities of the Multi Service Center Sponsor include the coordination of comprehensive services, and a full range of administrative functions geared to insure smooth day to day functioning of the MSC. The MSC contract is a "zero" dollar contract and there are no costs associated with this contract.

◀ n23

■ INTENT TO AWARD

Services (other than human services)

06923Y0162-MAINTENANCE SERVICE OF 2 XEROX NUVERA MICR 100 & 144 PRINTERS, INCLUDING 3X7 EXTENDED SERVICE - Request for Information - PIN#06923Y0162 - Due 11-30-22 at 4:00 P.M.

Office of Information Technology Services of the Department of Social Services, is requesting a Sole Source procurement, for maintenance of two Xerox Nuvera MICR 100 & 144 Printers. The period of service is 1/1/2023 - 12/31/2023. The amount requested for FY23 is \$210,758.81.

Maintenance for MICR machines is needed, because they are being utilized for printing of MICR line on the checks, and the line is expected to be of a certain guaranteed quality that is pre-approved by banks. Therefore, it is imperative that these printers are being serviced and maintained efficiently so that we do not have to manually program these machines in order to complete any printing task; this reduces the risk of error because of the necessary parameters (e.g., page imposition, page ordering and trimming) and these are set automatically when a job enters the workflow. It also maximizes productivity by enabling prints to be output to stack carts at full rates print speed and is also cost-effective without the need for multiple, dedicated in-line finishing devices.

Xerox Corporation, is the sole source provider for Service and Maintenance for NYC HRA Xerox Nuvera 288 printers.

If you have any questions, please email "frazierjac@dss.nyc.gov" with the subject line "06923Y0162- Maintenance Service of 2 Xerox Nuvera MICR 100 & 144 Printers, including 3x7 Extended Service. Please indicate your interest by responding to the RFI EPIN: 06923Y0162 in PASSPort, no later than 11/30/2022, 4:00 P.M.

n22-29

LAW DEPARTMENT

■ INTENT TO AWARD

Goods

02523Y0048-INSTAKNOW LICENSES AND SERVICES - 02523X001167 - Request for Information - PIN#02523Y0048 - Due 12-3-22 at 5:00 P.M.

Pursuant to Section 3-05 of the NYC Procurement Policy Board Rules, it is the intent of the New York City Law Department to enter into do sole source negotiations with Instaknow, Inc., with the expectation that Instaknow will be awarded a contract with the Law Department for the provision of Instaknow annual licenses and professional services associated with the Department's Process Automation Project, which is necessary for the Department to maintain, operate and expand its automation applications. Instaknow tools are used by the Law Department for the continuation of the Department's various applications. Instaknow will provide supportive software and services, to the Department as necessary to fulfill requirements of the process automation project.

Any vendor besides Instaknow. Inc. that believes it can provide the above referenced services may express interest by responding, to the RFI EPIN 02523Y0048 in PASSPort. If you need additional assistance please contact MOCS Service desk, at <https://mocssupport.atlassian.net/servicedesk/customer/portal/8>

n18-25

PARKS AND RECREATION

REVENUE AND CONCESSIONS

■ SOLICITATION

Goods and Services

CONEY ISLAND CAROUSEL AND FOOD SERVICE FACILITY AT STEEPLECHASE PARK, BROOKLYN - Competitive Sealed Proposals - Judgment required in evaluating proposals - PIN# B369-SB-CL-2022 - Due 12-16-22 at 3:00 P.M.

In accordance with Section 1-13 of the Concession Rules of the City of New York, the New York City Department of Parks and Recreation ("Parks") is issuing, as of the date of this notice, a significant Request for Proposals (RFP) for the Operation and Maintenance of the Coney Island Carousel and Food Service Facility at Steeplechase Park, Brooklyn.

There will be a recommended remote proposer meeting on Friday, November 18, 2022, at 1:00 P.M. If you are considering responding to this RFP, please make every effort to attend this recommended remote proposer meeting.

Subject to availability and by appointment only, we may set up a meeting at the proposed concession site, which is located at the existing facility, at West 16th Street and the Boardwalk, Brooklyn.

All proposals submitted in response to this RFP must be submitted no later than Friday, December 16, 2022, at 3:00 P.M.

Hard copies of the RFP can be obtained at no cost, commencing November 10, 2022 through December 16, 2022, by contacting Andrew Coppola, Senior Project Manager, at (212) 360-3454, or at Andrew.Coppola@parks.nyc.gov.

The RFP is also available for download, on November 10, 2022 through December 16, 2022, on Parks' website. To download the RFP, visit <http://www.nyc.gov/parks/businessopportunities>, and click on the "Concessions Opportunities at Parks" link. Once you have logged in, click on the "download" link that appears adjacent to the RFP's description.

For more information or if you cannot attend the remote proposer meeting, prospective proposers may contact Andrew Coppola, Senior Project Manager, at (212) 360-3454, or at Andrew.Coppola@parks.nyc.gov.

TELECOMMUNICATION DEVICE FOR THE DEAF (TDD)
(212) 504-4115.

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

Parks and Recreation, The Arsenal, 830 Fifth Avenue, New York, NY 10065. Andrew Coppola (212) 360-3454; andrew.coppola@parks.nyc.gov

Accessibility questions: (212) 504-4115, by: Friday, December 16, 2022, 3:00 P.M.



n10-25

POLICE DEPARTMENT

■ AWARD

Construction Related Services

LEAD REMEDIATION ABATEMENT METALS TREATMENT TECHNOLOGIES/MT2 - Renewal - PIN# 05618S8210KXLR002 - AMT: \$1,437,463.00 - TO: Metals Treatment Technologies LLC, 14045 West 66th Avenue, Arvada, CO 80004.

At the Six Outdoor Firing Ranges of the NYPD, at Rodman's Neck.

← n23

SANITATION

AGENCY CHIEF CONTRACTING OFFICE

■ INTENT TO AWARD

Services (other than human services)

DEVELOP, IMPLEMENT, UPDATE AND MAINTAIN A JOB ORDER CONTRACTING ("JOC") SYSTEM - Negotiated Acquisition - Available only from a single source PIN# 82722N0004 - Due 11-30-22 at 5:00 P.M.

The Department of Sanitation, intends to enter into negotiations with The Gordian Group, Inc., to develop, implement, update and maintain a Job Order Contracting ("JOC") system, for construction and construction-related tasks, for the agency, from 12/1/2022 to 12/1/2026. Vendors interested in responding to other future solicitations for these types of services should contact the Department of Sanitation to Mehak Kapoor and John A Gioberti, at mkapoor@dsny.nyc.gov, and jagioberti@dsny.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.

Sanitation, 44 Beaver Street, 2nd Floor, New York, NY 10004. John Gioberti (212) 437-5017; Jagioberti@dsny.nyc.gov

n22-29

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) 298-0734. 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.



INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on Tuesday, December 06, 2022, at 10:00 AM. The Public Hearing will be held via Conference Call. Call-in #: 1-917-410-4077, ACCESS CODE: 749 355 903.

IN THE MATTER OF a Purchase Order/Contract between the New York City Department of Information Technology and Telecommunications (DOITT) and Portland Williams LLC., located at 75 N Central Ave Ste 105, Elmsford, NY 10523-2537 for SANS INSTITUTE VOUCHERS AND GIAC EXAM BUNDLE. The amount of this Purchase Order/Contract will be \$234,906.00.

The term will be 1 year from the issuance of the Notice to Proceed. CB 2, Brooklyn. PIN #: 20230201430, E-PIN #: 85823W0040001.

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. In order to access the Public Hearing and testify, please call 1-917-410-4077, ACCESS CODE: 749 355 903 no later than 9:55 AM.

Pursuant to Section 2-11(c)(3) of the Procurement Policy Board Rules, if DoITT does not receive, by November 30, 2022, from any individual a written request to speak at this hearing, then DoITT need not conduct this hearing. Written notice should be sent to Sonny Chen, NYC DoITT, via email to sochen@oti.nyc.gov.

← n23

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on Tuesday, December 6, 2022, at 10:00 AM. The Public Hearing will be held via Conference Call. Call-in #: 1-917-410-4077, ACCESS CODE: 749 355 903#

IN THE MATTER OF a Purchase Order/Contract between the New York City Department of Information Technology and Telecommunications and Portland Williams LLC located 75 N Central Ave Ste 105G, Elmsford, NY 10523 for FIM- Capital Purchase Of SFPS. The amount of this Purchase Order/Contract will be \$198,025.00.

The term will be from 11/15/2022 – 11/14/2023. CB 2, Brooklyn. PIN #: 20230580130, E-PIN #: 85823W0041001.

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. In order to access the Public Hearing and testify, please call 1-917-410-4077, ACCESS CODE: 749 355 903# no later than 9:55 AM.

Pursuant to Section 2-11(c)(3) of the Procurement Policy Board Rules, if DoITT does not receive, by November 30, 2022, from any individual a written request to speak at this hearing, then DoITT need not conduct this hearing. Written notice should be sent to Joney Mai, NYC DoITT, via email to jmai@oti.nyc.gov.

← n23

PARKS AND RECREATION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on December 7 2022, at 2PM.

In order to access the public hearing and testify, please join the Zoom Virtual Meeting Link

https://us02web.zoom.us/j/2290435542?pwd=VFovbDl6UTVFNXl3ZGxP YUVsQU5kZz09

Meeting ID: 229 043 5542; Passcode: 763351 (929) 205-6099,,2290435542#,,,*,763351#

IN THE MATTER OF a proposed Purchase Order/Contract between the New York City Department of Parks and Recreation and HMD LAWN SERVICE LLC for Q392-121M/Idlewild Park Reforestation; EPIN: 84623W0008001. The amount of this Purchase Order/Contract is \$500,000.00. The term shall be 910 consecutive calendar days from the Order to Work.

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.

A draft copy of the Contract will be available for public inspection at Department of Parks, 117-02 Roosevelt Ave, Corona, NY 11368, from November 23, 2022 through December 7, 2022, excluding weekends and Holidays, from 9am-3pm (EST).

Pursuant to section 2-11(c)(3) of the procurement policy board rules, if parks does not receive, by November 30, 2022, from any individual a

written request to speak at this hearing, then parks need not conduct this hearing. Requests should be made to Ms. Catherine Brousset via email at Catherine.Brousset@parks.nyc.gov.

← n23

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on December 7 2022, at 2PM. In order to access the public hearing and testify, please join the Zoom Virtual Meeting Link

https://us02web.zoom.us/j/2290435542?pwd=VFovbDl6UTVFNXl3ZGxPYUVsQU5kZz09

Meeting ID: 229 043 5542; Passcode: 763351 (929) 205-6099,,2290435542#,,, *763351#

IN THE MATTER OF a proposed Purchase Order/Contract between the New York City Department of Parks and Recreation and HMD LAWN SERVICE LLC for X010-120M/ Crotona Park Indian Lake Shoreline Restoration; EPIN:84623W0013001. The amount of this Purchase Order/Contract is \$500,000.00. The term shall be 910 consecutive calendar days from the Order to Work.

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.

A draft copy of the Contract will be available for public inspection at Department of Parks, 117-02 Roosevelt Ave, Corona, NY 11368, from November 23, 2022 through December 7, 2022, excluding weekends and Holidays, from 9am-3pm (EST).

Pursuant to section 2-11(c)(3) of the procurement policy board rules, if parks does not receive, by November 30, 2022, from any individual a written request to speak at this hearing, then parks need not conduct this hearing. Requests should be made to Ms. Catherine Brousset via email at Catherine.Brousset@parks.nyc.gov

← n23

POLICE DEPARTMENT

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, December 12, 2022 commencing at 10:00 AM via a call-in telephone conference. The dial-in phone number is 866-500-7470 and access code is 34817009.

IN THE MATTER OF a proposed Purchase Order/Contract between the Police Department of the City of New York and ENP Environmental, Inc., located at 507A West Broadway, Long Beach, NY 11561 for the Removal of Hazardous Waste at the Outdoor Range located at 3 Rodman's Neck, Bronx NY for NYPD. The Purchase Order/Contract amount will be \$299,970.00. The Purchase Order/Contract term from Notice to Proceed through June 30, 2023. Bronx Community Board 10. PASSPort EPIN: 05623W0003001

The Vendor has been selected pursuant to Section 3-08 (c)(1)(iv) of the Procurement Policy Board Rules.

In order to access the Public Hearing and testify, please call 866-500-7470, Access code is 34817009, no later than 9:55 AM. If you require further accommodations, please send an email to contracts@nypd.org no later than five business days before the hearing date.

← n23

YOUTH AND COMMUNITY DEVELOPMENT

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on Monday, December 5, 2022 via **MS TEAMS Conference call (Dial In: +1 646-893-7101/Phone Conference ID: 310 293 357#)** commencing at 10:00 A.M on the following:

IN THE MATTER OF a proposed contract between the Department of Youth and Community Development and Dell Marketing LP, One Penn Plaza Suite 2920, NY, NY 10119 to provide licenses to providers

assisting DYCD with benefit enrollment to provide copies of eligibility verification documents. The contract amount shall be \$98,000.00. The term of this contract shall be from December 7, 2022 through December 6, 2024. PIN # 26023N0012

The proposed contractor is being selected by Negotiated Acquisition, pursuant to Section 3-04 of the Procurement Policy Board (PPB) Rules.

In order to access the Public Hearing or to testify, please join the public hearing via **MS TEAMS Conference call (Dial In: +1 646-893-7101/ Phone Conference ID: 310 293 357#)** no later than 9:50 am on the date of the hearing. If you require further accommodations, please email, ACCO@dycd.nyc.gov no later than three business days before the hearing date.

← n23

AGENCY RULES

ENVIRONMENTAL REMEDIATION

■ NOTICE

NOTICE OF ADOPTION OF OER'S ENFORCEMENT RULES

NOTICE IS HEREBY GIVEN PURSUANT TO THE AUTHORITY VESTED in the Office of Environmental Remediation ("OER") by Section 15(e)(15) and Section 1043 of the City Charter, that OER has promulgated rules relating to its enforcement authority.

The rule was proposed and published in the City Record on September 27, 2022. A public hearing was held on October 28, 2022. After receiving and reviewing public comments, OER has adopted this final rule.

Statement of Basis and Purpose of Rule

The Office of Environmental Remediation ("Office" or "OER") operates a local land cleanup program that promotes cleanup and redevelopment of vacant and contaminated land in New York City. With OER's oversight, property owners and real estate developers implement remedial actions to clean up land prior to the construction of new buildings. Having operated its program for over 10 years, OER has identified an area where owners and developers violate program requirements, which OER seeks to address through this rulemaking.

Enforcement action is appropriate when owners violate an OER Site Management Plan ("SMP") by failing to submit reports to OER certifying that their long-term site controls continue to function as intended. Depending on a project's remedy, property owners may be subject to ongoing site management obligations to ensure their sites remain safe for building occupants after cleanup is complete. Such obligations typically include periodic site inspections and reporting to OER and are documented in an SMP. Failure to comply with an SMP could undermine the efficacy of a remedy and present a risk to public health and the environment.

In accordance with New York City Administrative Code § 24-907, as amended by Local Law No. 28 of 2022, these rule amendments enable OER to issue summonses and impose civil penalties against parties that violate SMPs or other OER program requirements (43 RCNY Subchapter 8). With this new enforcement mechanism, OER's goal is to bring these parties into compliance and ensure continued protection of public health and the environment.

The amendments also clarify existing OER SMP requirements for owners of (E) Designation and Environmental Restrictive Declaration sites that implement a remedy with OER's oversight and are subject to ongoing site management obligations (43 RCNY § 1474(a)(4)(C)).

New York City Charter §§ 15(e)(4), 15(e)(15), and 15(e)(16) and Administrative Code §§ 24-903(i) and 24-907 authorize OER to administer these rules.

New material is underlined.

Section 1. Subparagraph (C) of paragraph (4) of subdivision (a) of section 43-1474 of Subchapter 7 of Chapter 14 of Title 43 of the Rules of the City of New York is amended to read as follows:

- C. The Declaration of Covenants and Restrictions may include a procedure for the periodic reporting to OER of the attainment and maintenance of any requirements contained in the Declaration of Covenants and Restrictions pursuant to this subsection;
- i. Where an OER site management plan requires periodic reporting, the owner of such site must annually submit, unless an alternate period is provided in writing by OER, a written institutional control/engineering control certification:
 - (a) by a Qualified Environmental Professional, as defined in section 43-1402 of Subchapter 1 of this Chapter, for all active remedial systems;
 - (b) by a Qualified Environmental Professional for all mitigation or passive remedial systems; or
 - (c) where the only control is an institutional control on the use of the property or a physical barrier or cover, the written certification may be made by the property owner.
 - ii. The certification must be included in a report summarizing the site management performance for the certification period, in such form and manner as OER may require, and must state that:
 - (a) the inspection of the site conducted to confirm the effectiveness of the institutional and engineering controls required by the remedy was performed under the direction of the party making the certification;
 - (b) the institutional controls and/or engineering controls employed at such site are in place;
 - (c) nothing has occurred that would impair the ability of such controls to protect the public health and environment;
 - (d) the owner will continue to allow access to such real property to representatives of OER to evaluate the continued maintenance of such controls;
 - (e) nothing has occurred affecting the institutional controls and/or engineering controls that would constitute or result in a violation or failure to comply with any site management plan for such controls;
 - (f) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;
 - (g) to the best of their knowledge and belief, the work and conclusions described in the certification are in accordance with the requirements of the site's remedy and generally accepted science and engineering practices; and
 - (h) the information contained in the certification is accurate and complete.
 - iii. Only one certification must be filed for each site. If a site is comprised of multiple properties or parcels, the owner will arrange to file one consolidated certification.
 - iv. In the event that the certification cannot be provided due to a failure of one or more of the institutional or engineering controls, the owner must provide to OER the following:
 - (a) timely notification explaining the cause for such failure;
 - (b) a work plan to implement the corrective measures necessary to provide the certification; and
 - (c) a schedule for the corrective measures.
 - v. In addition to the periodic reporting requirement, the owner must timely notify OER of any failure of one or more of the institutional or engineering controls and must provide a work plan to remedy any failure of the institutional or engineering control.
 - vi. OER will review the work plan referenced in clauses (iv) and (v) of this subparagraph as provided in sections 43-1474 and 43-1476, and the owner must implement the corrective measures in accordance with the approved work plan. The owner must submit a certification, satisfying the requirements of item (b) of clause (iv) of this subparagraph upon completion of the corrective measures.

§ 2. Chapter 14 of Title 43 of the Rules of the City of New York is amended by adding a new Subchapter 8 to read as follows:

Subchapter 8: Enforcement

§ 43-1480 Civil penalties.

Pursuant to Section 24-907 of the Administrative Code, the Office may impose civil penalties in accordance with the following penalty schedule:

<u>Section/ Rule</u>	<u>Violation Description</u>	<u>Minimum Penalty</u>	<u>Default Penalty</u>
<u>43 RCNY § 1407(1)(3); 43 RCNY § 1474(a)(4)(C)</u>	<u>Failure to submit an institutional control/engineering control certification per an OER site management plan</u>	<u>\$10,000</u>	<u>\$20,000</u>

§ 43-1481 Summons.

- a. Pursuant to Section 24-907 of the Administrative Code, civil penalties may be recovered in an action in a court of competent jurisdiction or in a proceeding before an administrative tribunal within the jurisdiction of the Office of Administrative Trials and Hearings. Such proceedings will be commenced by the service of an administrative summons returnable before such tribunal.
 - 1. A summons will be served by delivery to an owner or other person in control of the property or premises, upon a member of the partnership, limited liability company or other group, upon an officer, director or managing agent of a corporation, or upon any other person of suitable age and discretion owning or in control of such property. Service may be made to such person(s) at the address of the premises that is the subject of the summons or at such person's last known residence or business address by personal delivery in accordance with Article 3 of the New York Civil Practice Law and Rules or Article 3 of the Business Corporations Law.
- b. Unless the Office has accepted a certification of correction described in §1482 of this subchapter, failure to appear at a hearing before the tribunal will result in a default penalty indicated on the penalty schedule contained in §1480 of this subchapter.

§ 43-1482 Correction and certification of correction.

- a. If the respondent files a certification of correction acceptable to the Office within forty-five days from the date of service of the summons, the Office will withdraw prosecution of the summons before the scheduled hearing date, and the respondent will no longer be subject to monetary penalty.
 - 1. The required certification must be submitted on the form prescribed by the Office.
 - 2. The certification must be signed by an individual with personal knowledge of the correction and must be notarized.
 - 3. The certification must be accompanied by true and legible copies of any and all documentary proof of compliance. Examples of such proof include, but are not limited to, an acceptable site management inspection report.
 - 4. Where more than one violation is listed on the same summons, the respondent may submit a single certification of correction form covering all of the corrected violating conditions.
- b. The Office will review all certifications of correction and accompanying documentation to determine their acceptability. The Office will notify the respondent if the certification of correction is accepted or rejected and, if rejected, the reasons for the rejection.
- c. Failure to submit an acceptable certification of correction for all violating conditions indicated on the summons within the time period prescribed in subdivision a of this section will require the respondent to appear at a hearing before the tribunal.

SPECIAL MATERIALS

OFFICE OF COLLECTIVE BARGAINING

NOTICE

NOTICE OF VOLUNTARY RECOGNITION

Effective immediately, NYC Health + Hospitals has voluntarily recognized International Brotherhood of Teamsters, Local 237, City Employees Union, as the bargaining representative of the title described below, and the Institutional Titles bargaining unit has been amended as follows to reflect this addition:

DATE OF FILING: October 19, 2022 **DOCKET #:** VR-1702-22

TITLE: **Ultrasound Supervisor**
(Title Code No. 055060)

EMPLOYER: NYC Health + Hospitals
55 Water Street, 26th Floor
New York, NY 10041

BARGAINING REPRESENTATIVE:
International Brotherhood of Teamsters,
Local 237, City Employees Union
216 West 14th Street, 5th Floor
New York, NY 10011

← n23

NOTICE OF VOLUNTARY RECOGNITION

Effective immediately, NYC Health + Hospitals has voluntarily recognized District Council 37, AFSCME, AFL-CIO, as the bargaining representative of the title described below, and the Institutional Services bargaining unit has been amended as follows to reflect this addition:

DATE OF FILING: October 19, 2022 **DOCKET #:** VR-1703-22

TITLE: **Supervisor of Patient Transport/Escort**
(Title Code No. 002160)

EMPLOYER: NYC Health + Hospitals
55 Water Street, 26th Floor
New York, NY 10041

BARGAINING REPRESENTATIVE:
District Council 37, AFSCME, AFL-CIO
125 Barclay Street, 5th Floor
New York, NY 10007

← n23

FIRE DEPARTMENT

NOTICE

2022-2023 Fire and Emergency Preparedness Annual Bulletin
For New York City Apartment Buildings
Pursuant to Fire Department Rule 3 RCNY §401-06

NOTICE IS HEREBY GIVEN THAT THE NEW YORK CITY FIRE DEPARTMENT has published the 2022-2023 Emergency Fire and Emergency Preparedness Annual Bulletin, which supplements the NYC Apartment Building Emergency Preparedness Guide. The Bulletin is set forth below and may be downloaded from the "Fire Code Help/Reference" page on the Fire Department's website: <https://www.nyc.gov/site/fdny/codes/reference/reference.page>.

Apartment building owners are required to distribute the 2022-2023 Bulletin to all apartment building residents and building staff in the manner set forth in Fire Department rule 3 RCNY §401-06(c)(5). See Fire Code Rules: <https://www.nyc.gov/site/fdny/codes/fire-department-rules/fire-dept-rules.page>.

The Bulletin must be reproduced and distributed as a full-size, full-color document, in either single-sided or doubled-sided format.

Due to delayed posting of the bulletin, the deadline for distribution of the bulletin is extended to **April 30, 2023**.

Questions about compliance may be submitted to the Fire Department using the Public Inquiry Form on the Questions and Feedback page of the Fire Department website.



NEW YORK CITY FIRE DEPARTMENT
2022-2023 Fire and Emergency Preparedness Bulletin
For New York City Apartment Buildings

APARTMENT BUILDING FIRE SAFETY E-Bike Fire Safety (Fire Safety Hazards Associated with Powered Mobility Devices)



There have been over 140 e-bike and other lithium-ion structural fires in New York City in the first 10½ months of 2022 alone. Six persons died and 140 persons were injured in these fires. Apartments have been severely damaged.

WHAT YOU NEED TO KNOW ABOUT E-BIKE FIRE SAFETY

E-bikes, scooters, hoverboards and other mobility devices powered by lithium-ion batteries have become popular. Many people store and charge them in their apartments. However, the devices' lithium-ion batteries and chargers present serious fire safety hazards.

Immediately stop charging your e-bike and call 911 if you notice:

- Fire or Smoke
- Battery overheating
- Change in battery shape or color
- Battery leaking
- Strange battery smell
- Battery making odd noises

Powered Mobility Device Fire Safety

BUY only e-bikes or other mobility devices that are CERTIFIED by nationally recognized testing laboratory. Look for symbols such as UL, ETL and CSA.

- **WHY?** The laboratories test these products to make sure they meet industry standards and are safe to operate under normal circumstances.

USE the original battery, power adapter and power cord supplied with the device, or a manufacturer-recommended and/or a testing laboratory-certified replacement.

- **NEVER use unapproved batteries/chargers, even if they are much less expensive.**
- **WHY?** Unapproved batteries or chargers may not be designed to work with an e-bike or e-bike battery.
- **RESULT:** An unapproved battery may overcharge, overheat and catch on fire.

PLUG the e-bike directly into an electrical wall outlet when charging.

- **NEVER charge an e-bike or e-bike battery with an extension cord or power strip.**
- **WHY?** Lithium-ion battery charging requires a lot of electrical current, more than most extension cords and power strips can handle.
- **RESULT:** The extension cord or power cord can overheat and cause a fire.

CHARGE your e-bike or other device in a safe facility, not in your apartment, if possible. Ask your building or employer if they can provide a safe charging and storage facility.

- **WHY?** Lithium-ion batteries store a lot of energy and when they overheat they release intense energy. Most apartments are unsprinklered and many furnishings and household items are highly combustible.
- **RESULT:** A fire in your apartment can be devastating.

MAKE SURE you have a way out of the apartment in the event of fire!

- **NEVER charge your e-bike next to the apartment entrance door or any other place where it could prevent your escape.**

MONITOR your e-bike or e-bike battery when it is being charged.

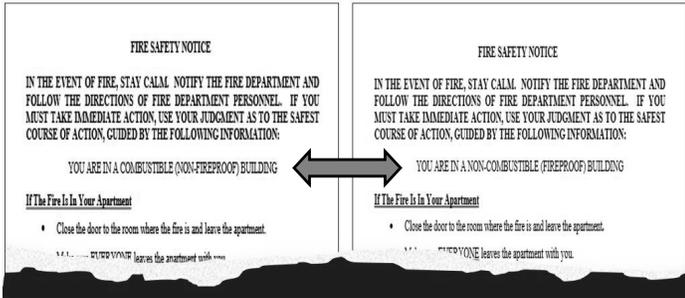
- **READ the manufacturer's charging and storage instructions and follow them.**
- **NEVER charge the battery overnight or when you are not in the apartment.**
- **NEVER charge an e-bike or e-bike battery on or near your bed or couch, or close to drapes, papers or other combustible materials.**

APARTMENT BUILDING EMERGENCY PREPAREDNESS

DO YOU HAVE A FIRE SAFETY NOTICE ON YOUR APARTMENT DOOR?

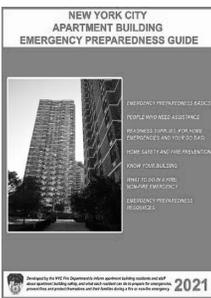
Your New York City apartment must have one of these Fire Safety Notices on the inside of the main door. The notice contains potentially life-saving guidance:

"You are in a combustible (non-fireproof) building." **-OR-** "You are in a non-combustible (fireproof) building."



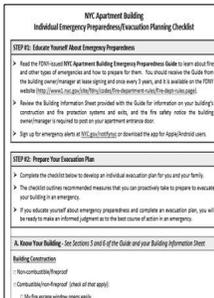
Don't have one? **Your building owner or manager must provide the correct Fire Safety Notice. If you do not have the notice on your apartment door, contact your building owner/manager or call 311.**

DID YOU RECEIVE YOUR APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE AND EVACUATION PLANNING CHECKLIST?



The 2021 New York City Apartment Building Emergency Preparedness Guide (including a Building Information Section specific to your building) contains information about your building and what to do during a fire, storm, explosion, and other emergencies.

The Emergency Preparedness/Evacuation Planning Checklist helps you plan for evacuation or sheltering in place.



Didn't get a Guide or Checklist? **Contact your building owner or manager, or notify the Fire Department by emailing FDNY.BusinessSupport@fdny.nyc.gov or calling 311. They're also posted on the Fire Department's website: www.nyc.gov/fdny (under Fire Code Help/Reference).**

IN A FIRE, CLOSE THE DOOR!

You should be aware of the importance of closing all doors behind you when evacuating your apartment and floor in a fire. Why? A closed door helps contain smoke and fire in the apartment and keeps the public hallways clear of flames, heat and smoke long enough to allow others to get out and firefighters to get in.

Apartment and stairwell doors should be kept closed at all other times just in case.

Your apartment building should have posted **Close the Door Notices** on the hallway corridor side of all stairwell doors in your building:



No Close the Door Notices in your public hallways? Contact your building owner or manager, or notify the Fire Department by emailing FDNY.BusinessSupport@fdny.nyc.gov or calling 311 (ask for the Fire Department's Customer Service Center).

HOUSING PRESERVATION AND DEVELOPMENT

NOTICE

REQUEST FOR COMMENT REGARDING AN APPLICATION FOR A CERTIFICATION OF NO HARASSMENT

Notice Date: November 15, 2022

To: Occupants, Former Occupants, and Other Interested Parties

Property: Address	Application #	Inquiry Period
72 Downing Street, Brooklyn	90/2022	October 11, 2019 to Present
565 Walton Avenue, Bronx	91/2022	October 6, 2019 to Present
174 West 72 nd Street, Manhattan	92/2022	October 11, 2019 to Present
89 South Portland Avenue, Brooklyn	93/2022	October 17, 2019 to Present
353 West 57 th Street, Manhattan	94/2022	October 18, 2019 to Present
51 10 th Avenue, Manhattan	95/2022	October 26, 2019 to Present
133 West 118 th Street, Manhattan	97/2022	October 28, 2019 to Present
48 West 85 th Street, Manhattan	98/2022	October 28, 2019 to Present
117 West 118 th Street, Manhattan	99/2022	October 31, 2019 to Present
30 Lefferts Place, Brooklyn	101/2022	October 26, 2019 to Present
251 West 131 st Street, Manhattan	102/2022	October 27, 2019 to Present
320 East 11 th Street, Manhattan	104/2022	October 28, 2019 to Present

Authority: SRO, Administrative Code §27-2093

Before the Department of Buildings can issue a permit for the alteration or demolition of a single room occupancy multiple dwelling, the owner must obtain a "Certification of No Harassment" from the Department of Housing Preservation and Development ("HPD") stating that there has not been harassment of the building's lawful occupants during a specified time period. Harassment is conduct by an owner that is intended to cause, or does cause, residents to leave or otherwise surrender any of their legal occupancy rights. It can include, but is not limited to, failure to provide essential services (such as heat, water, gas, or electricity), illegally locking out building residents, starting frivolous lawsuits, and using threats or physical force.

The owner of the building identified above has applied for a Certification of No Harassment. If you have any comments or evidence of harassment at this building, please notify HPD at **CONH Unit, 100 Gold Street, 6th Floor, New York, NY 10038** by letter postmarked not later than 30 days from the date of this notice or by an in-person statement made within the same period. To schedule an appointment for an in-person statement, please call **(212) 863-5277** or **(212) 863-8211**.

For the decision on the Certification of No Harassment Final Determination please visit our website at www.hpd.nyc.gov or call 212-863-8266.

PETICIÓN DE COMENTARIO SOBRE UNA SOLICITUD PARA UN CERTIFICACIÓN DE NO ACOSO

Fecha de notificación: November 15, 2022

Para: Inquilinos, Inquilinos Anteriores, y Otras Personas Interesadas

Propiedad:	Dirección:	Solicitud #:	Período de consulta:
72 Downing Street,	Brooklyn	90/2022	October 11, 2019 to Present
565 Walton Avenue,	Bronx	91/2022	October 6, 2019 to Present
174 West 72 nd Street,	Manhattan	92/2022	October 11, 2019 to Present
89 South Portland Avenue,	Brooklyn	93/2022	October 17, 2019 to Present
353 West 57 th Street,	Manhattan	94/2022	October 18, 2019 to Present
51 10 th Avenue,	Manhattan	95/2022	October 26, 2019 to Present
133 West 118 th Street,	Manhattan	97/2022	October 28, 2019 to Present
48 West 85 th Street,	Manhattan	98/2022	October 28, 2019 to Present
117 West 118 th Street,	Manhattan	99/2022	October 31, 2019 to Present
30 Lefferts Place,	Brooklyn	101/2022	October 26, 2019 to Present
251 West 131 st Street,	Manhattan	102/2022	October 27, 2019 to Present
320 East 11 th Street,	Manhattan	104/2022	October 28, 2019 to Present

Autoridad: SRO, Código Administrativo §27-2093

Antes de que el Departamento de Edificios pueda conceder un permiso para la alteración o demolición de una vivienda múltiple de ocupación de cuartos individuales, el propietario debe obtener una "Certificación de No Acoso" del Departamento de Preservación y Desarrollo de la Vivienda ("HPD") que indique que tiene no haber sido hostigado a los ocupantes legales del edificio durante un periodo de tiempo especificado. El acoso es una conducta por parte de un dueño de edificio que pretende causar, o causa, que los residentes se vayan o renuncien a cualquiera de sus derechos legales de ocupación. Puede incluir, entre otros, no proporcionar servicios esenciales (como calefacción, agua, gas o electricidad), bloquear ilegalmente a los residentes del edificio, iniciar demandas frívolas y utilizar amenazas o fuerza física.

El dueño del edificio identificado anteriormente ha solicitado una Certificación de No Acoso. Si tiene algún comentario o evidencia de acoso en este edificio, notifique a HPD al CONH Unit, 100 Gold Street, 6th Floor, New York, NY 10038 por carta con matasellos no mas tarde que 30 días después de la fecha de este aviso o por una declaración en persona realizada dentro del mismo periodo. Para hacer una cita para una declaración en persona, llame al (212) 863-5277 o (212) 863-8211.

Para conocer la decisión final sobre la Certificación de No Acoso, visite nuestra pagina web en www.hpd.nyc.gov o llame al 212-863-8266.

n15-23

OFFICE OF LABOR RELATIONS

■ NOTICE

FIRE OFFICERS 2018 - 2021 AGREEMENT

AGREEMENT entered into this 14 day of November 2022, by and between the City of New York (hereinafter referred to as the "Employer") and the Uniformed Fire Officers Association, Local 854, International Association of Firefighters, affiliated with the AFL-CIO, (hereinafter referred to as the "Union"), for the period from March 20, 2018 to July 30, 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:

ARTICLE I - RECOGNITION

Section 1.

The employer recognizes the Union as the sole collective bargaining agent for the unit consisting of all Lieutenants, Captains, Battalion Chiefs, Deputy Chiefs except those Deputy Chiefs designated as Deputy Assistant Chief of Department, Assistant Chief of Department and Chief in Charge (hereinafter collectively referred to as "Fire Officers (line)", and Fire Medical Officers, and Supervising Fire Marshals employed by the Employer in the Fire Department of the City of New York.

Section 2.

The terms "employee" or "employees" as used in the Agreement shall mean only those persons employed in the titles described in Section 1 of this Article.

ARTICLE II - UNION SECURITY

Section 1.

The Employer agrees that all employees may become and remain members of the Union in good standing.

Section 2.

The employer further agrees that all new employees hired subsequent to the date of signing this Agreement may become and remain members of the Union in good standing.

Section 3.

It is further agreed that the decision to become or remain members of the Union in good standing shall remain discretionary both with the employees and with the Union subject to the provisions of Section 12-314 of the Administrative Code.

Section 4.

- A. The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each employee in the Unit and the City shall checkoff and transmit such dues to the Union, all in accordance with the Mayor's Executive Order #98, dated May 15, 1969, entitled "REGULATIONS REGULATING THE CHECKOFF OF UNION DUES" and in accordance with the Mayor's Executive Order #107, dated December 29, 1986, entitled "REGULATIONS GOVERNING PROCEDURES FOR ORDERLY PAYROLL CHECKOFF OF UNION DUES."
- B. The employee may consent in writing to the authorization of the deduction of dues from wages and to the designation of the Union as the recipient thereof. Such consent if given shall be in the proper form, acceptable to the City, which bears the signature of the employee.

Section 5.

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

ARTICLE III - WORK SCHEDULE

Section 1.

- A. All the terms and conditions of Section 15-112 of the Administrative Code of the City of New York, as presently provided therein and hereby incorporated by reference.
- B. (i) Notwithstanding the above Section 1(A), the Fire Department shall have the right to schedule Fire Officers (line) assigned to nonfirefighting duties such as the Division of Training, the Bureau of Fire Prevention, Headquarters, and other similar units or administrative functions to duty schedules that do not conform to the Fire Officer duty schedule described in this Article III. For the purpose hereof, any member assigned to respond to an alarm and to perform firefighting duty or supervise firefighting duties shall be deemed to be performing firefighting duties.
- (ii) Prior to an involuntary assignment, the Department shall endeavor to obtain qualified volunteers. The determination of such Fire Officer's qualifications shall be made at the discretion of the Department, whose decision shall be final. The involuntary assignment of a Fire Officer shall be limited to one year, but may be extended to two years in such cases where unique and extraordinary skills or functions are required and where such assignment is of critical importance to the Fire Department.
- (iii) Notwithstanding the foregoing no such assignment shall be made on a punitive basis.
- C. **Communicative Time.**
Fire Officers (line) shall report for duty 15 minutes prior to the start of their tour in order to exchange information between the on-duty officer and the relieving officer. Should an alarm occur

during that 15 minute period, the relieving officer shall respond to that alarm.

In the event this provision is declared invalid under the law, the parties will reopen negotiations to resolve the issue of any increased cost which may result from such declaration. Such negotiations will be commenced forthwith. If no agreement is reached, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.

Section 2.

Fire Officers (line) when specifically directed by the Commissioner or Chief of the Department or their respective designated representatives to perform work in excess of working hours as provided in Section 1 of this Article III shall be compensated for the same by cash payment at the rate of time and one-half based on the regular salary for Fire Officers (line) for the actual period of overtime worked, except that all Deputy Chiefs and Battalion Chiefs shall be compensated for overtime worked pursuant to this Article III or any other provision of this Agreement in compensatory time off at the rate of time and one-half when such overtime is specifically directed by the Commissioner or Chief of Department or is performed at a fire emergency without prior approval and requests for compensation therefore, after being forwarded through channels together with recommendations, are approved by the Commissioner or Chief of Department or their respective designated representatives for such purposes.

Section 3.

When Fire Officers (line) are not continued on duty but are ordered to report for emergency duty from a scheduled off-tour or a scheduled rest period, they shall be compensated for a minimum of four hours if not assigned to duty and for a minimum of six hours if assigned to duty. Such compensation shall be at the overtime rate of time and one-half, in accord with Section 2 of this Article.

Section 4.

Notwithstanding anything to the contrary provided herein, any Fire Officer (line) who is recalled to duty after having completed that employee's regular tour of duty but before the commencement of the next regular tour and who is assigned to duty or held without assignment for a period which extends into the commencement of that employee's next regular tour shall be compensated pursuant to the regular overtime provisions of Section 2 of this Article only for the actual time so assigned or held; and the same shall be deemed pre-shift overtime.

Section 5.

A. The Department has adjusted the work chart applicable to Supervising Fire Marshals so as to provide for an average work week of 40.25 hours.

Effective March 20, 2006, the Supervising Fire Marshal classification shall include an Assignment Level II. The work duty chart for this detail will be five eight hour tours (5x8). Rescheduling shall be permitted (flopping).

Members assigned to SFM Level II shall receive compensatory time in lieu of cash overtime. Members assigned to SFM Level II for three or more years who are assigned to SFM I thereafter, shall continue to be compensated at the level of SFM Level II.

All other terms and conditions of employment shall be the same as those for SFM Level I, except as otherwise expressly set forth herein.

(i) The Fire Department shall have the right to schedule Supervising Fire Marshals assigned to Headquarters Special Squads such as Juvenile Firesetters, Modified Red Cap, Day Squads and other similar squads or administrative functions to duty schedules that do not conform to the Supervising Fire Marshal duty schedule referred to in this Article III.

(ii) Prior to an involuntary assignment, the Department shall endeavor to obtain qualified volunteers. The determination of such Supervising Fire Marshal's qualifications shall be made at the discretion of the Department, whose decision shall be final. The involuntary assignment of a Supervising Fire Marshal shall be limited to one year, but may be extended to two years in such cases where unique and extraordinary skills of functions are required and where such assignment is of critical importance to the Fire Department.

(iii) Notwithstanding the foregoing no such assignment shall be made on a punitive basis.

B. Ordered overtime authorized by the Commissioner or the Chief Fire Marshal as the designated representative which results in a Supervising Fire Marshal working in excess of the normal tour of duty shall be compensable in cash at time and one-half. Members assigned to SFM Level II shall receive compensatory time in lieu of cash overtime.

- C.** When Supervising Fire Marshals not continued on duty are ordered to report for Court on a scheduled off-tour or a scheduled rest period, they shall be compensated for a minimum of four hours in cash at the overtime rate. The four hours of compensation shall include any travel time to which they are presently entitled.
- D.** Supervising Fire Marshals shall not be rescheduled when required to appear in court in connection with matters assigned to them.

Section 6.

Cash payment for overtime work as provided in Article III, Section 2, of this contract, shall not exceed twenty percent (20%) of an employee's base pay in any fiscal year. Authorized overtime work which would result in a cash payment in excess of this amount shall be compensated for in compensatory time off at the rate of time and one-half.

Section 7.

Newly promoted Fire Officers shall receive either regular compensation or, in the event of overtime, appropriate overtime compensation for training required by the Department, including assessment and orientation programs.

Section 8.

Overtime generated by post coverage requirements for company officers shall, to the greatest extent practicable, be equalized among employees in rank. Specifically, allocation of overtime shall be governed by PA/ID 5-75 as amended. This Order is incorporated by reference hereto and shall not be modified, except by mutual consent, during the term of this Agreement. The Department will provide the Union with the number and location of post coverage assignments on a bi-weekly basis.

Section 9.

Notwithstanding anything herein appearing to the contrary, overtime shall continue to be calculated on the basis of 2088 hours per year.

Section 10.

The New York City Fire Department shall not assign a Supervising Fire Marshal to supervise more than twelve Field Fire Marshals. For the purposes of determining span of control for Supervising Fire Marshals, a full duty Fire Marshal shall be considered to be a Field Fire Marshal at all times that he/she is working with the exception of the following:

1. Time spent in court by off tour members,
2. Time spent in training,
3. Time spent at the base while doing paperwork following the conclusion of his/her tour, and
4. Time spent at the base when assigned to the telephone for the entire tour and no light duty personnel are available.

The Fire Department shall not attempt to evade the provisions of this definition by assigning more than one Fire Marshal to a telephone at the base.

Section 11.

a. Effective February 1, 2015, the Department may schedule two eight (8) hour training days that normally would have been scheduled at an overtime rate, at the straight time rate. Effective December 31, 2018, this paragraph b. shall be deleted and discontinued.

b. Effective January 1, 2019, the Department may schedule eight (8) hours of training that normally would have been scheduled at an overtime rate, at the straight time rate.

c. Such training sessions shall be scheduled by the Department in blocks of either 4 hours or 8 hours each.

d. As long as an employee is active in a UFOA title for at least 6 months in a calendar year, the straight-time training hours will not be carried over to the following year; i.e. if the employee is promoted from Firefighter to Lieutenant in August, the Department may carry over the straight-time training hours to the following year; however, if the employee is promoted from Firefighter to Lieutenant in June, the straight time training hours may not be carried over.

Section 12.

Effective April 20, 2010, all members requiring CFR-D recertification shall be compensated at the overtime rate for the 40 hours spent on such CFR-D training.

Effective July 30, 2021, the Department shall schedule CFR-D refresher training for Lieutenants and Captains to be performed on a regularly scheduled day off and paid as the straight-time rate.

Section 13.

Effective July 30, 2021, the parties agree that for employees assigned as Battalion Chiefs, Deputy Chiefs, and Supervising Fire Marshals up to twelve (12) hours of overtime in each calendar year

shall be calculated at a straight time (1.0x) rate, and otherwise compensated in accordance with existing contract rules. For calendar year 2021, the amount of straight-time overtime pay shall be pro-rated to five (5) hours. It is anticipated that the overtime described in this section shall be accomplished through the scheduling of Chief Officer conferences, subject to the needs of the Fire Department.

ARTICLE IV - UNION REPRESENTATION

The elected officers of the Union shall be permitted to visit all fire units to which employees are assigned on the official business of the Union. The elected official shall announce that official's presence to the officer in command and carry the function in a reasonable manner, subject to establishing labor relations and the Regulations for the Uniformed Forces.

Time spent by employee representatives to conduct labor relations with the City and on Union activities shall be governed by the terms of Executive Order No. 75, as amended, entitled "Time Spent on the Conduct of Labor Relations between the City and its Employees and on Union Activity."

ARTICLE V - SALARIES

Section 1.

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

- (i) Effective March 20, 2018, Employees shall receive a rate increase of 2.25%.
(ii) Effective March 20, 2019, Employees shall receive an additional rate increase of 2.5%.
(iii) Effective March 20, 2020, Employees shall receive an additional rate increase of 3%.

B. The increases provided for in this Section shall be calculated as follows:

- (i) The increases in Section A. (i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on the last day of the prior Agreement.
(ii) The increases in Section A. (ii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on the last day of the 12th month of the applicable Successor Separate Unit Agreement.
(iii) The increases in Section A. (iii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on the last day of the 24th month of the applicable Successor Separate Unit Agreement

C. The base annual salary rates for Fire Officers shall be as follows:

Class of Positions Or

Detail and Increment Step

(i) Lieutenant- promoted prior to March 1, 2006

Table with 4 columns: Position, 3/20/2018, 3/20/2019, 3/20/2020. Rows: Maximum, 3rd step, 2nd step, 1st step.

Lieutenant - promoted on or after March 1, 2006

Table with 4 columns: Position, 3/20/2018, 3/20/2019, 3/20/2020. Rows: Maximum, 4th step, 3rd step, 2nd step, 1st step.

(ii) Captains

Table with 4 columns: Position, 3/20/2018, 3/20/2019, 3/20/2020. Rows: Maximum, 3rd step, 2nd step, 1st step.

(iii) Battalion Chief

Table with 4 columns: Position, 3/20/2018, 3/20/2019, 3/20/2020. Rows: Maximum, 3rd step, 2nd step, 1st step.

(iv) Deputy Chief

Table with 4 columns: Position, 3/20/2018, 3/20/2019, 3/20/2020. Rows: Maximum, 3rd step, 2nd step, 1st step.

(v) Fire Medical Officer- promoted prior to March 20, 2006

Table with 4 columns: Position, 3/20/2018, 3/20/2019, 3/20/2020. Rows: Maximum, 4th step, 3rd step, 2nd step, 1st step.

Fire Medical Officer - promoted on or after March 20, 2006

Table with 4 columns: Position, 3/20/2018, 3/20/2019, 3/20/2020. Rows: Maximum, 4th step, 3rd step, 2nd step, 1st step.

(vi) Supervising Fire Marshal Level I - promoted prior to March 1, 2006

Table with 4 columns: Position, 3/20/2018, 3/20/2019, 3/20/2020. Rows: Maximum, 3rd step, 2nd step, 1st step.

Supervising Fire Marshal Level I - promoted on or after March 1, 2006

Table with 4 columns: Position, 3/20/2018, 3/20/2019, 3/20/2020. Rows: Maximum, 4th step, 3rd step, 2nd step, 1st step.

Supervising Fire Marshal Level II

Table with 4 columns: Position, 3/20/2018, 3/20/2019, 3/20/2020. Rows: Flat rate.

Note: A Lieutenant promoted to Supervising Fire Marshal shall be paid at the step of the Supervising Fire Marshal Level I schedule which the employee attained as a Lieutenant.

Members assigned to SFM Level II for three (3) or more years who are assigned to SFM Level I thereafter shall continue to be compensated at the level of SFM Level II.

Section 2.

An employee shall advance one increment step annually, dating from the anniversary date of appointment.

Section 3.

Longevity

A. Effective March 20, 2018, longevity pay shall continue to be paid as follows:

Table with 2 columns: Service years, Amount. Rows: With 5 years of service, With 10 years of service, With 15 years of service, With 20 years of service.

Effective July 30, 2021 longevity pay shall be paid as follows:

(i) Lieutenant

Longevity	<u>7/30/2021</u>
After 5 years	\$5,000
After 10 years	\$6,000
After 15 years	\$7,000
After 15 years*	\$885
Total After 15 years	\$7,885
After 20 years	\$8,000
After 20 years*	\$1,770
Total After 20 years	\$9,770
After 25 years	\$8,000
After 25 years*	\$2,655
Total After 25 years	\$10,655

(ii) Captains

Longevity	<u>7/30/2021</u>
After 5 years	\$5,000
After 10 years	\$6,000
After 15 years	\$7,000
After 15 years*	\$1,016
Total After 15 years	\$8,016
After 20 years	\$8,000
After 20 years*	\$2,032
Total After 20 years	\$10,032
After 25 years	\$8,000
After 25 years*	\$3,048
Total After 25 years	\$11,048

(iii) Battalion Chief

Longevity	<u>7/30/2021</u>
After 5 years	\$5,000
After 10 years	\$6,000
After 15 years	\$7,000
After 15 years*	\$1,323
Total After 15 years	\$8,323
After 20 years	\$8,000
After 20 years*	\$2,646
Total After 20 years	\$10,646
After 25 years	\$8,000
After 25 years*	\$3,969
Total After 25 years	\$11,969

(iv) Deputy Chief

Longevity	<u>7/30/2021</u>
After 5 years	\$5,000
After 10 years	\$6,000
After 15 years	\$7,000
After 15 years*	\$1,467
Total After 15 years	\$8,467
After 20 years	\$8,000
After 20 years*	\$2,934
Total After 20 years	\$10,934
After 25 years	\$8,000
After 25 years*	\$4,401
Total After 25 years	\$12,401

(v) (Fire) Medical Officer

Longevity	<u>7/30/2021</u>
After 5 years	\$5,000
After 10 years	\$6,000
After 15 years	\$7,000
After 15 years*	\$1,151
Total After 15 years	\$8,151
After 20 years	\$8,000
After 20 years*	\$2,302
Total After 20 years	\$10,302
After 25 years	\$8,000
After 25 years*	\$3,453
Total After 25 years	\$11,453

(vi) Supervising Fire Marshal, Level I

Longevity	<u>7/30/2021</u>
After 5 years	\$5,000
After 10 years	\$6,000
After 15 years	\$7,000
After 15 years*	\$968
Total After 15 years	\$7,968
After 20 years	\$8,000
After 20 years*	\$1,936
Total After 20 years	\$9,936
After 25 years	\$8,000
After 25 years*	\$2,904
Total After 25 years	\$10,904

(vii) Supervising Fire Marshal, Level II

Longevity	<u>7/30/2021</u>
After 5 years	\$5,000
After 10 years	\$6,000
After 15 years	\$7,000
After 15 years*	\$1,277
Total After 15 years	\$8,277
After 20 years	\$8,000
After 20 years*	\$2,554
Total After 20 years	\$10,554
After 25 years	\$8,000
After 25 years*	\$3,831
Total After 25 years	\$11,831

*Additional longevity amounts after 15 years, 20 years, and 25 years increase with future wage increases.

B. The term "service" as used herein shall mean service in the Fire Service of the City of New York.

C. The adjustment after the 5th and 10th years shall not be computed as salary for pension purposes until after completion of 20 years of service. The adjustment after the 15th and 20th years shall not be computed as salary for pension purposes until after completion of 25 years of service. In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increased cost of changing the effective date of the pensionability of the above adjustments. Such negotiations will be commenced forthwith. If no agreement is reached, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.

D. Calculation of the night shift differential shall be based upon the longevity schedules in effect prior to November 1, 1992.

Section 4.

ASSIGNMENT DIFFERENTIAL

Effective September 1, 2007, there will be an assignment differential in the annualized amount of \$2,500 for those Deputy Chiefs designated as Division Commanders and \$1,500 for those Battalion Chiefs designated as Battalion Commanders.

Section 5.

Effective July 1, 2008, each employee shall receive ten (10) paid holidays annually.

Section 6.

A Lieutenant or Captain assigned to the superpumper system shall receive, in addition to the base annual salary provided in Section 1 of this Article, an annual differential of \$600 pro-rated during the term of such assignment.

Section 7.

A Battalion Chief promoted to Deputy Chief on or after July 1, 1971 from an incremental level less than the maximum for the Battalion Chief rank shall be slotted, or be deemed slotted, into that Deputy Chief incremental level which is next higher in the amount than the sum of the Battalion Chief incremental level plus the then annual increment, if any, applicable to such Battalion Chief level, provided, however, that in no event shall such promotion result in a salary in excess of the then maximum salary for the Deputy Chief Rank.

Effective July 1, 2016, the parties agree that employees with at least 3 years of service in the Fire Marshal title shall, upon promotion to Lieutenant, be "slotted in" to the next-highest step of the Lieutenant salary schedule. Employees with less than 3 years of Fire Marshal service shall begin at the first step. In no event shall an employee move to the maximum Lieutenant salary with less than one year of Lieutenant service; if the employee's Fire Marshal salary exceeds the step before Lieutenant's basic maximum, he/she may maintain the Fire Marshal salary for the duration of the probationary period. Under these circumstances, the employee would be moved to the basic maximum salary upon completion of probation.

Section 8.

Paychecks shall be distributed to the employee's unit by 6 p.m., but not before 3 p.m. on the Thursday preceding payday.

Upon request, the Department will route and deliver a covering Officer's paycheck to any designated unit within the assigned Division.

Section 9.

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

ARTICLE VI - OUT-OF-TITLE SPECIAL ASSIGNMENT TOURS**Section 1.**

The Fire Department will use its best efforts to maintain an adequate number of Fire Officers (line) (as the term is defined in Article I, Section 1 of this Agreement) in each rank to minimize acting out-of-title tours. The Department will fill vacancies in the above ranks by promotions within sixty days unless the Department projects that the filling of these vacancies is not necessary as the Department has minimized acting out-of-title tours and that the conditions shall continue without the filling of these vacancies.

Section 2.

The Department will attempt to eliminate or minimize acting out-of-title, while keeping special assignment officer tours to a minimum. The Department will make a monthly analysis of the number of acting out-of-title tours, and special assignment tours in the Fire Officer (line) ranks described in Section 1.

The Department will: (i) each month provide the union with data on acting out-of-title and special assignment for the preceding month; and (ii) meet every sixty (60) days with the Union to review the aforesaid data.

Section 3.

Any grievance brought pursuant to this provision shall be initiated at the third step of the grievance procedure.

Section 4.

Nothing contained in this Article shall amend, alter or impair any other provision in Article III or Article VII of this Agreement.

ARTICLE VII - TEMPORARY ASSIGNMENTS**Section 1.**

Whenever a Fire Officer (line) is assigned to the duties of a higher rank for more than two hours in any tour, that Officer shall be paid cash for the entire tour at the minimum rate of pay for the higher rank in which that Officer served, even though the Department may replace that officer at any time with the appropriate officer. In the case of a Battalion Chief assigned to the duties of a Deputy Chief pursuant to the preceding sentence, that Battalion Chief shall be paid at that rate of pay for the Deputy Chief rank which is next higher than the rate of pay such Battalion Chief receives in that Chief's Battalion Chief rank. The intent is that the Department shall have two hours to obtain a Fire Officer (line) qualified in the higher rank. If, however, the Fire Officer (line) is replacing a Fire Officer (line) who is attending an authorized meeting of a certified labor organization as a delegate, such Fire Officer (line) replacement shall be paid in cash straight time at the rate of pay for the higher rank only, for the actual number of hours so served. In none of the indicated cases is a Company Officer to be replaced, if missing, by a Firefighter.

Section 2.

Post coverage is to be provided at all times for Company Officers permanently assigned on Departmental orders to a Fire Company. Any time that such a Lieutenant is absent at the outset of a tour that Lieutenant shall be replaced by another Lieutenant. Any time that such a Captain is absent at the onset of a tour that Captain shall be replaced by a Captain. Where a covering Lieutenant or Captain is not available to provide such post coverage, that post coverage shall be provided on an overtime basis to be paid in cash at time and one half. In none of the indicated cases is a Company Officer to be replaced, if missing, by a Firefighter or an acting officer.

Section 3.

No temporary assignment to Fire Officer (line) above the rank of Lieutenant shall be made out-of-title except by a Fire Officer (line) of the next lower Civil Service rank.

Section 4.

Whenever a Captain or Chief Officer is placed on leave after the start of a tour, and no special assignment officer of similar rank is available, the position shall be filled by the next lower rank and that member shall be compensated for the entire tour at the salary rate of the higher rank if assigned to the duties of the higher rank for more than two hours in any tour.

For a Captain Vacancy and no S.A. Captain is Available:

- (1) In a single house the senior Lieutenant on duty in the nearest double house within the same battalion or when not available, then from the nearest available double house, shall be detailed and designated the acting Captain of the unit wherein the original vacancy occurred.
- (2) In a double house the Lieutenant on duty in the unit housed in the same quarters shall be designated the acting Captain and detailed to the unit wherein the original vacancy occurred. That Lieutenant is to be replaced by a S.A. Lieutenant if available; and if not, by an Acting Lieutenant selected from the quarters which provided the Acting Captain.
- (3) In a double house where both units have a Captain on duty the replacement for the vacancy of one of the Captains shall be treated as in one (1) above.

The unit providing this Acting Captain shall then be staffed by a S.A. Lieutenant if available, and if not available, then by an Acting Lieutenant selected from the quarters which provided the Acting Captain.

When vacancies of this type occur at a scene of operations implementation of these procedures may be delayed until such time as conditions stabilize allowing a smooth transition.

ARTICLE VIII - NIGHT SHIFT DIFFERENTIAL

- A. There shall be a 10% differential continued for all work actually performed by Fire Officers (line) and Supervising Fire Marshals, Levels I and II, between the hours of 4 p.m. and 8 a.m., provided that more than one hour is actually worked after 4 p.m. and before 8 a.m.
- B. In lieu of the payments to Fire Officers (line) required by Article VIII, Section A above, the Employer shall pay all Fire Officers (line) and Supervising Fire Marshals, Levels I and II, pro-rata an annual amount equal to 5.4 percent of the sum of each such employee's base annual salary rate plus longevity and adjustments.
- C. In lieu of the payments to Fire Medical Officers required by Article VIII, Section A. above, the Employer shall pay to all Fire Medical Officers pro-rata an annual amount equal to 5.4 percent

of the sum of each such employee's base annual salary rate plus longevity and adjustments.

This benefit shall be computed on the basis of the rates set forth in Article V, plus the longevity adjustment for all Fire Officers (line), Supervising Fire Marshals, and Fire Medical Officers.

ARTICLE IX - FAMILY PROTECTION PLAN FUND

- A.**
1. Effective March 20, 2018, the City shall continue to contribute the pro-rata annual amount of \$1,360 for each employee for remittance to the Uniformed Fire Officers Association Family Protection Plan, ("FPP") pursuant to the terms of a supplemental agreement reached by the parties and approved by the Corporation Counsel.
 2. Effective March 20, 2018, the City shall continue to contribute the pro-rata annual amount of \$1,530 for each retired employee for remittance to the Uniformed Fire Officers Association Family Protection Plan, ("FPP") pursuant to the terms of a supplemental agreement reached by the parties and approved by the Corporation Counsel.
 3. Effective June 15, 2018, the welfare fund contribution shall be increased by \$100 per employee per annum for active employees only to \$1,460.
 4. Effective July 30, 2021, the welfare fund contribution shall be increased by \$32 per employee per annum for active and retired employees. The new active pro-rata contribution amount shall be \$1,492, and the new retiree pro-rata contribution shall be \$1,562.
- B.** Pursuant to its commitment, the UFOA will continue to provide benefits to employees' domestic partners.
- C.** Employees who have been separated from service subsequent to December 31, 1970, and who were covered by the Family Protection Plan of the Uniformed Fire Officers Association at the time of such separation pursuant to a supplementary agreement between the City and the UFOA shall continue to be so covered, subject to the provisions of Section A and B hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such times as said individuals are eligible to be primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such Program.
- D. Civil Legal Representation Fund**
- The City shall contribute \$25 per annum for each active Employee to the FPP to establish a civil legal representation fund pursuant to the terms of a supplemental agreement between the City and Union as approved by the Corporation Counsel. While these funds shall be administered by the FPP, they are to be maintained in a separate account and shall not be commingled with the other monies received by the FPP. Only the \$25 provided above may be used for civil legal representation. No additional monies from the FPP may be used for civil legal representation.
- E.** Such payments shall be made pro-rata by the City every twenty-eight (28) days.

ARTICLE X - HEALTH AND HOSPITALIZATION BENEFITS

Section 1.

The City shall continue to provide a fully paid choice of health and hospitalization insurance plans for each employee, not to exceed 100% of the full cost of HIP/HMO on a category basis. There will be an annual reopening period during the term of this agreement for active employees to exercise their choice among medical plans.

Section 2.

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

- (a) a one time choice; and
- (b) exercised only after one year of retirement; and
- (c) can be exercised at any time without regard to contract periods.

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

Effective with the reopener period for Health Insurance subsequent to January 1, 1981 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.

There shall be a sub-committee with representatives of both the City and the Uniformed Superior Officers Coalition ("USOC") to meet and

discuss issues of health coverage for employees who retire prior to the age of 55 and have health benefits coverage from another employer. The parties shall share in the savings generated. The parties may agree to expand their discussion of issues regarding retiree health subject to mutual agreement.

Section 3.

- A.** Effective November 1, 1990 and thereafter, the City's cost for each employee and for each retiree under 65 shall be equalized at the Community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, e.g. the Blue Cross/GHI-CBP payment for family coverage shall be equal to the HIP/HMO payment for family coverage.
- B.** If a replacement plan is offered to employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 3a, the City shall not bear the additional costs.
- C.** The City (and other related Employers) shall continue to contribute on a City employee benefits program-wide basis the additional annual amount of \$30 million to maintain the health insurance stabilization reserve fund which shall be used to continue equalization and protect the integrity of health insurance benefits.
- The health insurance stabilization reserve fund shall be used: to provide a sufficient reserve; to maintain to the extent possible the current level of health insurance benefits provided under the Blue Cross/GHI-CBP plan; and, if sufficient funds are available, to fund new benefits.
- The health insurance stabilization reserve fund shall be credited with the dividends or reduced by the losses attributable to the Blue Cross/GHI-CBP plan.
- D.** Pursuant to paragraph 7 of the 2005 MLC Health Benefits Agreement, notwithstanding the above, in each of the fiscal years 2001 and 2002, the City shall not make the annual \$35 million contributions to the health insurance stabilization fund.
- E.** In the event that there is a Citywide or program-wide health insurance package which exceeds the cost of the equalization and stabilization fund described above, the parties may negotiate reconfiguration of this package which in no event will provide for costs in excess of the total costs of this Agreement as set forth herein. However, it is understood that the UFOA will not be treated any better or any worse than any other Union participating in the Citywide of Program-wide Health Program with regard to increased health insurance costs.

Section 4. Health Care Flexible Spending Account.

- a.** A flexible health care spending account shall be established after July 1993 pursuant to Section 125 of the IRS Code. Those employees eligible for New York City health plan coverage as defined on page 32, section 4(B) of the 1992 New York City Health Summary Program Description shall be eligible to participate in the account. Participating employees shall contribute at least \$260 per year up to a maximum of \$5,000 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an employee.
- b.** Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.
- c.** An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. An employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an employee's account will not be refunded.

Section 5.

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.

ARTICLE XI - ANNUITY FUND

The City shall continue to contribute the following to the Annuity Fund established by the Union, for each class of positions and detail as follows

A. Effective March 20, 2018

<u>Class of Positions or Detail</u>	<u>Per Annum Amount</u>
Deputy Chief	\$2,312.00
Battalion Chief	\$1,954.43
Captain	\$1,513.34
Lieutenant	\$1,395.89
Fire Medical Officer	\$1,536.83
Supervising Fire Marshal (I and II)	\$1,395.89

B. Effective June 15, 2018

<u>Class of Positions or Detail</u>	<u>Per Annum Amount</u>
Deputy Chief	\$2,573.00
Battalion Chief	\$2,215.43
Captain	\$1,774.34
Lieutenant	\$1,656.89
Fire Medical Officer	\$1,797.83
Supervising Fire Marshal (I and II)	\$1,656.89

C. The City shall continue to contribute for each employee, on a twenty-eight (28) day cycle basis, a pro rata daily contribution for each working day for which such employee is paid by the City which amount shall not exceed the per annum amounts in Sections A. and B. for each employee in full pay status in the prescribed twelve (12) month period.

Contributions hereunder shall be remitted by the City each twenty-eight (28) days to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

ARTICLE XII - VACATION AND LEAVE

Section 1.

Each Fire Officer (line) shall be entitled to vacation leave as prescribed in the Annual Leave Allowance Program for the Fire Department as established by the Board of Estimate Resolution - 6/27/57 - (CAL. NO. 580) as amended to date, and in regulations for the Uniformed Force. Annual Leave Credit shall be pro-rated each year for the Fire Officers (line) appointed after January 1.

A. An annual leave allowance, based on service in the Department, shall be granted to Fire Officers (line) in accordance with the following:

<u>SERVICE</u>	<u>ANNUAL LEAVE</u>	<u>MONTHLY ACCRUAL</u>
3 years & Over	26 work days (10-9 hr. tours; 8-15 hr. tours)	2-2/12 work days
Less than 3 years	20 work days (8-9 hr. tours; 6-15 hr. tours)	1-8/12 work days

B. Vacations shall be in accordance with an eight group chart.

Section 2.

Present practice regarding annual leave for Fire Medical Officers and Supervising Fire Marshals I and II shall continue.

Section 3.

- A. If an employee does not receive, or because of illness or the needs of the Fire Department, is unable to take all or part of the vacation in a calendar year, that employee may be entitled to carry the unused portion over into and take such unused portion during the succeeding year but not beyond.
- B. An employee's annual leave shall be changed to sick leave during a period of verified hospitalization or if that employee is seriously disabled but not hospitalized while on annual leave. The medical leave provided herein shall be administered in the same way as the medical leave program for employees who are not on leave. The Department's decision shall be final in granting leave under this paragraph.
- C. All Fire Officers (line) shall have the right with the approval of the commander involved to make mutual exchanges in full or in part of vacation time within a company, battalion or division, or adjoining companies, battalions, or divisions, as the case may be. Present single companies shall be paired by the Department and the foregoing procedures shall apply between the paired companies.
- D. Supervising Fire Marshals I and II shall have the right with the approval of the Chief Fire Marshal to make mutual exchanges in full or in part of vacation time.

Section 4.

Excused time accorded to all other personnel employed by the City such as excusals for the Dr. Martin Luther King, Jr. and the Senator Robert F. Kennedy funerals and the Moon Landing Observation Day, shall be granted equally to employees covered by this agreement. Employees not accorded the day off shall be credited with compensatory time off.

Section 5.

Compensatory days shall be subject to the exigencies of the Department. Where an employee is entitled to receive a compensatory day and is denied the request of that employee's choice of a compensatory day, that employee shall have the right, in accordance with existing procedures, to take such compensatory time subsequently, or, subject to the discretion of the Department, receive cash, at straight time, for the applicable period in which event payment shall be made as soon as possible. This provision is not applicable to Battalion Chiefs and Deputy Chiefs. The above provision shall not diminish or impair the rights of Battalion Chiefs and Deputy Chiefs to receive compensatory days under existing procedures.

Section 6.

Any employee who is on light duty as a result of a line of duty illness or injury and who has not yet taken a vacation shall not be required to take the vacation while that employee is continued on light duty.

Rescheduling of any such vacation shall be subject to the exigencies of the Department.

Section 7.

Before commencing duty with a new group, a Fire Officer (line) who has completed working two 9-hour or two 15-hour tours and who is entitled to a 48-hour or a 72-hour leave shall be permitted to complete the full 48-hour or 72-hour leave.

Section 8.

Any employee applying for either ordinary or line-of-duty disability retirement, shall begin to receive all of that employee's accrued time, including accrued vacation, compensatory time, terminal leave and any other accrued leave, as of the date that employee submits a disability retirement application.

Section 9.

All members off line (inclusive of light and full duty) who have a work schedule which provides for a regular day off (RDO) during the workweek shall forego this RDO in the week in which a holiday occurs. In the event that more than one holiday occurs in a week, the member must forego the RDO and one tour of annual leave or compensatory time. All members off line who have a work schedule which does not provide for a RDO during the work week must forego one tour of annual leave or compensatory time. Under no circumstances where a member is regularly scheduled to work on a holiday shall that member receive overtime or compensatory time for hours actually worked per that schedule (with the exceptions of veterans working on Memorial or Veteran's day). The intent of this provision is to ensure that a total of 40 hours needs to be accounted for by all UFOA members referred to above in a week in which a holiday occurs.

In lieu of foregoing a tour of annual leave or compensatory time, the member may reschedule an additional tour of duty with the consent of the Fire Department.

ARTICLE XIII - SAFETY STANDARDS AND EQUIPMENT

Section 1.

The Department shall establish minimum safety standards for vehicles, consistent with the standards of the State Motor Vehicle Bureau for comparable vehicles, and shall have annual inspections to insure the maintenance of these standards.

Section 2.

Effective March 20, 2011, the Fire Department shall institute a ten year replacement policy for all first line (regularly assigned) ladder, squad, and rescue firefighting vehicles. The Department shall operate all first line engine, ladder, squad, and rescue companies with vehicles less than eleven (11) years of age.

Effective May 2, 2016, the Fire Department shall institute an eleven year replacement policy for all first line (regularly assigned) engine firefighting vehicles. The Department shall operate all first line engine companies with vehicles less than twelve (12) years of age.

If such vehicle is unavailable, this Section shall not affect the Fire Officer's duty to respond to all fires, other emergencies, and/or training assignments on available equipment.

ARTICLE XIV - FACILITIES

All quarters shall have adequate heating, hot water, sanitary and sanitation facilities.

Notice of any claimed violation shall be given to the Department. If the Department does not correct the claimed violation within a reasonable time the Union may file a grievance at Step III of the grievance procedure.

ARTICLE XV - TRANSPORTATION

The Department recognizes its responsibility to provide transportation to and from fires and in emergencies. When transportation is not made available, and an employee is authorized to use and uses that employee's personal car, he shall be paid \$1.75 for that use. Payment shall be made within a reasonable time.

ARTICLE XVI - VACANCIES

Section 1.

In filling vacancies, the Department recognizes the importance of seniority (measured by time in the Rank) provided the senior applicant has the ability and qualifications to perform the work involved. However, the Department's decision is final.

Section 2.

The Department shall periodically list vacancies in Department Orders.

ARTICLE XVII - INDIVIDUAL RIGHTS

It is the policy of the Employer to secure for all employees their rights and privileges as citizens in a democratic society, consistent with their duties and obligations as employees of the Fire Department and the City of New York. To further the administration of this policy, the following guidelines are established:

Section 1.

Interrogations, interviews, trials, and hearings conducted by duly authorized representatives of the Employer shall be conducted during reasonable hours, preferably when an employee is on duty. If an interrogation, interview, or hearing takes place when an employee is not on duty, that employee shall be compensated by cash payment for the time spent, including two hours of travel time, at the rate of time and one-half. If a trial takes place when an employee who is a witness is not on duty, that employee shall be compensated by cash payment for the time spent including two hours of travel time, at the rate of time and one-half. If a trial takes place when an employee who is an accused is not on duty, that employee shall be compensated by cash payment for the time spent, including two hours of travel time, at the rate of straight time, unless the trial was postponed by the accused for that employee's convenience or for the convenience of counsel and/or the union representative, in which case the accused shall receive no compensation.

Section 2.

At the time an employee is notified to appear for interrogation, interview, trial or hearing the Employer shall advise the employee either in writing, when practicable, or orally to be later confirmed in writing of (1) the specific subject matter of such interrogation, interview, trial or hearing; and (2) whether that employee is a suspect or non-suspect. If notified orally, the employee shall be given a written notice before the interrogation, interview, trial or hearing. If an interrogation or interview may lead to disciplinary action, the employee may be accompanied by counsel and/or a union representative at such interrogation or interview.

Section 3.

Notice of trial shall be in writing at least ten (10) days in advance of such trial, unless the employee waives such notice or unless that employee applies or has applied for a service retirement.

Section 4.

The employee who is the subject of interrogation, interview, trial or hearing shall be advised of the name, rank, and unit of the officer in charge of the interrogation, interview, trial or hearing and the name, rank and unit or other identification of all persons present connected with the interrogation, interview or hearing. The questioning of employees shall be of reasonable duration and the employee shall be allowed time for personal needs, meals and necessary telephone calls. Offensive or profane language shall not be used, nor shall the employee be threatened for failure to answer questions or promised anything if that employee does answer questions.

Section 5.

When an employee is a suspect in a departmental investigation or trial, the officer in charge of the investigation or trial shall give the employee the following warning before that employee is questioned:

I wish to advise you that you have all the rights and privileges guaranteed by the law of the State of New York and the Constitutions of this State and of the United States, including the right not to be compelled to incriminate yourself. You have the right to have an attorney present if you wish. I wish further to advise you that if you refuse to answer any questions relating to the performance of your duties, you will be subject to dismissal

from your employment with the City. However, if you do answer questions, neither your answers nor any information or evidence which is gained by reason of such answers can be used against you in any criminal proceeding. You are advised, however, that if you knowingly make any false answers or deceptive statements, you may be subject to criminal prosecution and disciplinary action by reason thereof.

Such employee shall also be advised of the right to union representation. When the interrogating officer is advised by the employee that employee desires the aid of counsel and/or a union representative, the interrogation shall be suspended and the employee shall be granted a reasonable time to obtain counsel and/or a union representative, which time shall be at least two working days.

If it appears that the investigation may result in a disciplinary proceeding based on the Employee's answer to questions or on the refusal to answer, a stenographic or electronic record of the questioning of the employee shall be made unless the exigencies of the situation prevent such recording.

In the event that an employee is subject to charges by the Department, any such record shall be made available to the employee or the representative. The cost of the recording shall be shared equally by the parties.

Section 6.

A. An employee shall not be questioned by the Employer on personal behavior while off duty and out of uniform except that the Employer shall continue to have the right to question an employee about personal behavior while off duty and out of uniform in the following areas:

- i. matters pertaining to official department routine or business;
- ii. extra departmental employment;
- iii. conflict of interest;
- iv. injuries or illnesses;
- v. residency;
- vi. performance as volunteer firefighter;
- vii. loss or improper use of department property.

B. If an employee alleges a breach of subdivision (a) of this Section 6., that employee has the right to a hearing and determination by the Impartial Chair within 24 hours following the claimed breach. To exercise this right, the employee must request such arbitration at the time when an official of the Employer asks questions in an area which is disputed under subdivision (a) of this section. If the employee requests such arbitration, that employee shall not be required to answer such questions until the arbitrator makes the award.

Section 7.

All employees are reminded that failure to answer relevant questions may result in disciplinary action including dismissal from the Department.

Section 8.

In the course of an investigation or interrogation, an employee who is not a suspect is required to cooperate in the investigation of a complaint. Statements the employee has made in the course thereof may not be used against that employee in a subsequent proceeding in which that employee becomes a suspect.

Section 9.

If an employee is found not guilty in a disciplinary hearing, the record of the proceedings shall not become part of that employee's personal record. An employee who is found not guilty shall have the right to examine the personal record in the presence of an official of the Department after written request to the Department to ascertain compliance.

Section 10.

If the Employer fails to comply with the provisions of this Article, any questions put to the employee shall be deemed withdrawn and the refusal to answer any such questions shall not be prejudicial to the employee. Withdrawal as herein described shall not preclude the Department from proceeding anew in the manner prescribed herein.

Section 11.

The employee shall have the right, at that employee's own expense, to have a personal physician consult with the Departmental Medical Board after the examination and interview of the employee, but before the Departmental Board completes its record and makes its recommendation. Present practice regarding filing of medical statements and documents shall continue.

Section 12.

If an employee is subpoenaed to testify before a governmental body up to a maximum of two employees "per day" in a proceeding, the employee shall be compensated by cash payment for the time spent testifying, plus two hours travel time, provided that no compensation shall be paid unless the employee notifies the Department that that employee has received a subpoena within 72 hours after receipt of it; or as soon as that employee has received it if the return date is within 72 hours thereafter. Any amounts received by the employee as witness fees shall be deducted from compensation received by the employee from the Department pursuant to this Section.

ARTICLE XVIII - GRIEVANCE PROCEDURE

Section 1.

A grievance is defined as a complaint arising out of a claimed violation, misinterpretation or inequitable application of the provisions of this contract or of existing policy or regulations of the Fire Department affecting the terms and conditions of employment. A direct order, written or verbal, by a Superior Officer, under all circumstances, must be carried out and objections raised at a later date through the formal grievance procedure. The Union has designated the appropriate delegate, as defined in Article XIX of this Agreement, as a member's representative at Step No. I of these procedures. Such Battalion or special Union delegate shall be hereinafter referred to as the delegate. In the event that any employee shall present a grievance, such grievance shall be handled in the following manner:

STEP NO. I

A-1. An aggrieved member initiates the grievance procedure by explaining a problem verbally to that member's immediate supervisor.¹ The immediate supervisor in grievance procedures, for the purpose of verbal presentation, is defined as -

- (a) For Lieutenants - The Captain or other Commanding Officer of the unit involved.
- (b) For Captains - The Battalion Chief who is responsible for the day-to-day supervision.
- (c) For Battalion Chiefs - The Deputy Chief who is responsible for day-to-day supervision.
- (d) For Deputy Chiefs - The Staff Officer charged with administrative supervision over the division involved.
- (e) For Supervising Fire Marshals - The Assistant Chief Fire Marshal.
- (f) For Fire Medical Officers - The Supervising Chief Medical Officer.
- (g) It is possible that such immediate supervisor may not be in a position to alleviate the grievance depending upon its context. However, in all cases the subordinate officer shall consult with the above-named immediate supervisor before engaging in any of the further delineated procedures. In addition, such immediate supervisor shall make every effort by consultation with superior officers involved to identify the grievance and remove the cause.

EXAMPLE: A grievance action by a Lieutenant may arise because of an action by a Battalion Chief. This Lieutenant must consult with that Lieutenant's Captain before engaging in other procedures outlined. A grievance action by a Captain may arise because of an action by the Battalion Commander, who is not that Captain's day-to-day supervisor. This Captain must consult with the Battalion Chief who is responsible for the day-to-day supervision before engaging in other procedures outlined.

- 2. If the matter is not resolved to the employee's satisfaction, the aggrieved employee may request the delegate to discuss the matter verbally with the immediate supervisor as noted above.
- 3. Prior to the formal presentation of the grievance or complaint to the immediate Commanding Officer, who, for the purpose of these grievance procedures, is defined as:
 - (a) For Lieutenants - Battalion Commander,
 - (b) For Captains - Battalion Commander,
 - (c) For Battalion Chiefs - Division Commander,
 - (d) For Supervising Fire - The Assistant Chief Fire Marshal,

1 In some instances the Commanding Officer will also be the immediate supervisor, in which case the Commanding Officer will participate in the Step No. I as the immediate supervisor. If the matter is not resolved, that Officer will then act as the Commanding Officer.

- (e) For Fire Medical Officers - Supervising Chief Medical Officer, and
- (f) For Deputy Chief - Staff Officer charged with administrative supervision over the involved division.

Every effort shall be made to find ways and means of identifying and removing the cause of the grievance or complaint.

- 4. If the matter remains unresolved following the discussion outlined above, the grievance shall formally be submitted in writing, on a prescribed form, to the immediate Commanding Officer, as noted above. Such formal submission must, in any event, occur within 120 days following the date on which the grievance arose.
- B-1.** Upon request of the aggrieved employee, the delegate shall accompany the employee at a meeting with the immediate Commanding Officer, as noted above, who shall specify date, time and place of hearing. Said Commanding Officer shall, within five (5) calendar days of receipt of appeal, notify all concerned of the date, time, place of hearing and details of grievance.²
- 2. The determination of the immediate Commanding Officer passing on the grievance shall be in writing, and a report shall be forwarded on the prescribed form to the Fire Commissioner, the aggrieved and the delegate within three (3) calendar days after the meeting.
- 3. If the grievance is not resolved to the satisfaction of the aggrieved, the employee has the right to proceed to the next step in the grievance procedure.
- C-1.** Time lost by a delegate or union representative in the adjustment of a grievance shall not be compensable.
- 2. Time lost by an aggrieved member in the adjustment of a grievance shall not be compensable.
- D-1.** Failure to Appeal - Any grievance decision not appealed within five (5) calendar days after receipt of the Department's answer in the previous step shall be considered as settled on the basis of such an answer and not subject to further appeal. This limitation is applicable to all steps.

STEP NO. II

A member of the Union Executive Board shall be the member's representative at this step of the grievance procedure. The official to whom the appeal shall be made is designated as follows:

- (a) For Company Officer - The Division Commander.
- (b) For Battalion Chiefs - The Staff Officer charged with administrative responsibility for the involved division.
- (c) For Deputy Chiefs assigned or reporting to the Bureau of Fire - The Chief of Department.
- (d) For all other Deputy Chiefs - The Chief in Charge, Bureau of Personnel and Administration.
- (e) For Supervising Fire Marshals - The Chief Fire Marshal.
- (f) For Fire Medical Officer - The Chief in Charge, Bureau of Personnel and Administration.

- A-1.** An appeal from the Step I determination shall be forwarded by the aggrieved, in writing, on the prescribed form, to the Officer to whom the appeal is to be made within five (5) calendar days after the aggrieved received a copy of the determination of the immediate Commanding Officer.
- B-1.** Upon request of the aggrieved employee, a member of the Union Executive Board shall accompany that employee at a meeting with the Officer to whom the appeal is to be made who shall specify the date, time, place of hearing and details of grievance.
- C-1.** The determination of the Officer passing upon the appeal shall be in writing and a report shall be forwarded on the prescribed form to the Fire Commissioner, the aggrieved and the Representative within five (5) calendar days after the hearing.
- 2. If the grievance is not resolved at this level, the aggrieved, either individually or by the representative has the right to proceed to the next step in the grievance procedure.

STEP NO. III.

The President and members of the Executive Board may be designated as the Union representatives on the Department level; no more than four (4) members of the Executive Board are to attend a meeting.

A-1. An appeal from the Step II determination must be forwarded in writing by the aggrieved, on the prescribed form, to the Fire

2 If the grievance relates to a nature of an order issued by a superior, Section 25.1.1 of Regulations for the Uniformed Force shall be complied with.

Commissioner within five (5) calendar days after the aggrieved receives a copy of the determination.

B-1. The Commissioner, the Chief of Department, the Chief in Charge - Bureau of Personnel and Administration, and/or their designees, the aggrieved and/or the representatives shall work for a satisfactory resolution of the grievance or complaint through conference, negotiation, and agreement. Such conference shall be held within ten (10) days of the receipt of the appeal. The Commissioner shall within five (5) days after such conference serve the determination, in writing, upon the aggrieved employee and the representative.

STEP NO. IV.

If, after completion of all of the steps provided for above, the grievance has not been resolved, the Union solely shall have the right to bring such grievance to the Impartial Chair for arbitration in accordance with the applicable provisions of the New York City Collective Bargaining Law and Consolidated Rules promulgated by the Office of Collective Bargaining with respect to arbitration. Notice of the Union's intent to proceed to arbitration shall be served on the Commissioner of Labor Relations within ten (10) days of receipt by the Union and the employee of the decision of the Commissioner or the designated representative. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined as a "grievance" herein. The Employer shall commence such arbitration by submitting a written request therefore to the Impartial Chair, with a copy to the Union, and the matter shall proceed in accordance with the Consolidated Rules of the Office of Collective Bargaining. The Impartial Chair shall hold a hearing within ten (10) days after the Chair receives a request for arbitration at a time and place convenient to the parties, and the Chair shall issue an award within ten (10) days after the completion of the hearing.

Section 2.

The time limits contained in this Article may be modified by mutual agreement. Any grievance decision not appealed within the time limits prescribed in this Agreement after receipt of the determination of the appropriate department official shall be considered settled on the basis of such determination and shall not be subject to further appeal.

In the event that the Department fails to comply with the time limits prescribed herein, the grievance automatically shall be advanced to the next step.

Section 3.

It is understood and agreed by and between the parties that there are certain grievable disputes which are of a department level or of such scope as to make adjustments at Step I and Step II of the grievance procedure impracticable, and, therefore, such grievance shall be instituted at Step III of the grievance procedure. The Union may petition the Impartial Chair for leave to file a grievance involving potential irreparable harm concerning safety and health directly at Step IV. The Impartial Chair shall have the power to permit such grievance at Step IV for good cause shown or direct said grievance to be instituted at Step III. If the Impartial Chair determines that the grievance may be properly filed directly at Step IV, the City retains its right to assert all defenses which may be properly raised at Step IV.

Section 4.

When possible, every effort shall be made to hold grievance hearings when a union representative involved is on duty.

Section 5.

Individual Borough Commands shall not establish policy and/or programs at variance with this Agreement. A copy of every Borough policy directive shall be sent to the Union when issued.

ARTICLE XIX - DELEGATES

The Union shall designate a Delegate for each Battalion and the following units:

- Office of the Chief of Department
 - Division of Fire Prevention
 - Division of Training
 - Division of Safety
 - Marine Division
- Division of Repairs and Transportation
- Community Relations Bureau
- Medical Division and Medical Office
- Fire Emergency Division
- Bureau of Fire Investigation (2 Delegates)

Each delegate shall perform the regular duties as an employee and shall be considered a representative of the Union.

ARTICLE XX - NO STRIKE

The Union and the Employees shall not induce or engage in any strikes, slowdowns, work stoppages or mass absenteeism nor shall the Union induce any mass resignations during the term of this Agreement.

ARTICLE XXI - IMPARTIAL CHAIR

As soon as practicable after the execution of this Agreement, the parties hereto will designate an Impartial Chair to act during the term of this Agreement. The Impartial Chair shall serve as arbitrator in all instances where arbitration is called for under the terms and conditions of this Agreement, and, further, he shall be available to serve as mediator in all disputes arising under this agreement or between the Union and the Employer.

Should the Impartial Chair resign, refuse to act or be incapable of acting or should the office become vacant for any reason, the parties shall immediately designate another person to act as such Impartial Chair. If the parties cannot agree on the successor Impartial Chair, then arbitrations under the grievance procedures of this Agreement shall be held pursuant to the Consolidated Rules of the Office of Collective Bargaining.

ARTICLE XXII - DETAILS TO OTHER UNITS

Section 1.

- A.** In the event that a Company Officer is detailed to a unit other than the unit to which that Officer is permanently assigned, if that Officer is required to report at the other unit at the start of a respective tour (e.g., 0900, 1800, etc.), that Officer shall receive compensation for travel to the unit to which that Officer is detailed at the rate of time and one-half for 45 minutes of travel time if the detailed unit is within the same borough as that Officer's permanent unit or 1-1/4 hours if the detailed unit is in a different borough than that of the permanent unit.
- B.** In the event that a Company Officer is detailed to a unit other than the unit to which that Officer is permanently assigned and that Officer cannot return to the permanent unit within a regular tour of duty (e.g., by 1800, 0900, etc.), that Officer shall receive compensation for travel to the permanent unit at the same rates as stated in paragraph A. hereof.
- C.** In any event, if the Department transports such detailed Company Officer, then that Officer shall receive compensation at time and one-half only for the actual travel time outside of the regular tour of duty.

Section 2.

In the event that a Company Officer is detailed for more than a single tour and is entitled to receive compensation for travel time, the Company Officer so detailed shall receive compensation for travel time in the manner prescribed in Section 1 of this Article only for the beginning of the first and the end of the last day of such detail.

Section 3.

A Company Officer shall not be eligible for compensation for travel time as provided in this Article if:

- a.** The detail is for training assignment of any type or to any training location,
- b.** The Company Officer is detailed while on light duty status,
- c.** The Company Officer who is detailed is assigned to the limited service squad,
- d.** The Company Officer is detailed from a staffing pool,
- e.** The Company Officer who is detailed earns overtime on the detail,
- f.** The Company Officer is detailed to a company in the same quarters as that Officer's own or in adjacent quarters,
- g.** The Company Officer is a covering officer.

Section 4.

When computing overtime compensation for travel time as required by this Article, the basic hourly rate excluding all premiums shall be used.

Section 5.

When a covering officer is to be given a one-tour assignment outside the assigned division and there are multiple vacancies, best efforts will be made by the Department to assign that Officer to a division as close as possible to that Officer's residence.

ARTICLE XXIII - SPECIAL EXPENSE FUND

Section 1.

The Special Expense Fund for Firehouses will be continued in the amount of \$525 per unit per year. A Unit for these purposes is defined as a Fire Company, a Rescue Company, a Squad Company, a Marine Company, a Fire Battalion, a Fire Division, a Fire Prevention District Office, and a Super Pumper Company. The purpose of establishing such Special Expense Fund is to enable certain purchases to be made with the least possible loss of time. These purchases shall entail a minor expense and shall be of an emergent nature (that is, cannot practicably be handled by normal requisition procedures).

Section 2.

The maximum expenditure per purchase shall be \$100. Expenditures in amounts not exceeding \$100 shall be authorized by the Unit

Commander. All expenditures shall be subject to the procedures set forth in annual orders issued by the Fire Department.

Section 3.

Subject to the Comptroller's approval, units shall only be required to submit annual Special Expense Fund reports, provided that such report is submitted by May 15.

Section 4.

The Fire Department shall establish a pilot program involving no more than 3 companies, wherein the Special Expense Funds of such companies shall be increased so as to allow for the purchase of necessary supplies and materials for the company quarters from such Funds. The Department shall monitor and evaluate such program and keep the Union advised.

ARTICLE XXIV - LABOR-MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union recognize that cooperation between labor and management is indispensable to the accomplishment of sound and harmonious labor relations and agree to jointly maintain and support a Labor-Management Committee ("Committee").

Section 2.

The Committee shall consider and may recommend to the Fire Commissioner changes in the working conditions of the employees, including, but not limited to, health and safety issues. Matters subject to the Grievance Procedure contained in this agreement shall be appropriate items for consideration by the Committee, but submission of a matter to the Committee shall not affect the right to grieve the matter.

Section 3.

The Committee shall consist of six members. The Fire Commissioner and the President of the Union shall each select three members, and may designate an alternate for each member authorized to act in the absence of a member. Members shall serve for the term of this Agreement, provided, however that the appointing party may remove members that party has appointed at any time. Vacancies shall be filled by the appointing party.

Section 4.

The Committee shall select a Chair from among its members at each meeting. The chair of the Committee shall alternate between the members designated by the Fire Commissioner and the members designated by the President of the Union. A quorum shall consist of a majority of the total membership of the Committee. The Committee shall meet at the call of either the Union members or the City members at times mutually agreeable to both parties. A written agenda of the matters to be discussed shall be provided by the party calling the meeting at least one week in advance of the meeting, and the other party shall provide any additions to the agenda at least one day in advance. Minutes shall be kept of each meeting with responsibility for keeping minutes alternating between the members designated by each of the parties. Copies of minutes shall be typed and promptly distributed to all members of the Committee. The Committee shall make its recommendations to the Fire Commissioner in writing.

ARTICLE XXV-A - PRODUCTIVITY ISSUES

Section 1.

The Union recognizes that the provisions of this Article XXV-A are matters concerning which the City has the right to act unilaterally. Notwithstanding the above, the parties agree to the following sections:

Section 2. Flexible Response.

The Union recognizes the unilateral right of the City to determine the type and level of response, City-wide.

Section 3. Weighted Response Index ("W.R.I.")

- A. The impact of the W.R.I. decision is suspended until July 1, 1973.
- B. Between December 31, 1972 and July 1, 1973, the Impartial Chair shall study data presented by the parties in order to determine:
 - (1) What the data shows with respect to the W.R.I.
 - (2) Whether the Impartial Chair wants to make changes in the cut-off numbers in the W.R.I.
- C. If after July 1, 1973 there is an application of the W.R.I. as it is now or may be changed by the Impartial Chair, the 52-week period of measurement referred to in the decision shall be July 1, 1972 to July 1, 1973, or such later period as the Impartial Chair may provide.
- D. After July 1, 1972, the City may make unilateral changes and install programs unilaterally subject to the following:
 - (1) Submission of the intended program to the Office of Labor Relations.

- (2) No less than 2 weeks notice of the change is to be given to the Union.
- (3) Within the two weeks the Union is to be given an opportunity to discuss the changes with the City.
- (4) If no agreement is reached as a result of such discussion, the City may install the program; and the Union reserves all rights it has to oppose the same.

Section 4.

Runs and workers shall be credited to the relocated working company.

ARTICLE XXV-B - PRODUCTIVITY ISSUES

Section 1. Attack Units

- A. The Union recognizes the right of the Fire Department to establish Attack Units as follows:
 1. In those quarters which at the time of the installation of an Attack Unit house a Tower Ladder and Rapid Water Pumper, the companies in those quarters may be merged (into 1 company) and their designation changed to Attack Unit Company. Each such company so designated and merged as an Attack Unit shall be commanded by a Company Officer of the rank of Captain at all times and on all tours. If the Tower Ladder or Rapid Water Pumper of an Attack Unit is out of service, it will be replaced by a like piece of equipment from available spares of a non-Attack Unit Company as quickly as possible.
 2. Attack Units shall be installed only in quarters currently in Type 7 Hazard Region, as that Region is now designated by the Fire Department, and in City Island, and will be relocated or interchanged only with other Attack Unit Companies.
 3. The Department may install a maximum of ten (10) Attack Units.
 4. At the time an Attack Unit is installed there will be an increase in quota in the number of Captains so that there will be a sufficient number to staff such unit and a reduction in the quota of the number of Lieutenants. This provision does not limit quota increases and/or decreases which may result due to other factors or Department policies.
 5. Each Attack Unit shall be assigned clerical help in the rank of Firefighter during the daytime tours, except Saturdays, Sundays and Holidays. Duties to be performed by such Firefighter shall be determined by the Company Commander.
 6. The Attack Unit program shall not be used as a factor in the reduction of response. However, the union recognizes the rights of management to reduce response and to change alarm assignments for other reasons. This shall not change the nature of an Attack Unit as a two-piece response.
 7. The Department shall establish a training program for Officers who are to be assigned to the Attack Units and shall familiarize the Uniformed Fire Officers Association with such training program. Any Company Officer permanently assigned to the Attack Units shall receive training in such training program prior to that Officer's assignment. Every reasonable effort shall be made to provide prior similar training to Company Officers who will be temporarily assigned to such Attack Units.
 8. The Department shall provide the Uniformed Fire Officers' Association with fourteen (14) days notice prior to the installation of any Attack Unit. Any Company Officer who by virtue of the establishment of an Attack Unit is to be reassigned to another company shall be given a reasonable priority consideration in choice of assignment. However, the Department's decision shall be final.

Section 2.

Firefighters in an Attack Unit shall not be required to perform duties of a supervisory nature on a regular and recurring basis as a result of establishment of an Attack Unit. If it is found by an arbitrator that a particular duty performed by a Firefighter in an Attack Unit is supervisory the arbitrator may order the cessation of the particular duty found to be supervisory and the arbitrator's award shall be limited solely to the ordering of such cessation. It is recognized that fire scene supervision is continued by means of a handie-talkie or similar communication by an officer during excursions (such as, without limitation, examining a floor above a fire, examining the front of a building, or attending to other matters that require that officer's presence) from the fire floor, hose line locations, apparatus locations or other fire scene operational areas. Duties performed by a Firefighter not in the presence of an officer but pursuant to handie-talkie or similar communication with an officer, including (without limitation) relaying of orders received from an officer, do not constitute supervisory work. Officer supervision via a handie-talkie or similar communication is considered to be direct supervision and control of any such operation.

ARTICLE XXV-C - NEW PROGRAMS

The Commissioner may elect to submit a proposed program under the provisions of either Article XXV-A, provided however, that having elected which procedure to follow, the Commissioner may not thereafter resubmit the same program under the alternative procedure. In the event it is determined by the appropriate forum that the Commissioner did not have the right to proceed under the Article elected, the Commissioner may then seek to proceed under the alternative procedure.

Notwithstanding the above, the Union agrees that the Commissioner's right to implement new programs under Article XXV-A has in no way been diminished by the inclusion into this agreement of Article XXV-C.

ARTICLE XXVI - LINE OF DUTY DEATH BENEFIT**Section 1.**

In the event that a Fire Officer (line) or Fire Medical Officer dies because of an injury incurred through no fault of that Officer's own while actually responding to, working at or returning from an alarm, or, in the case of a Supervising Fire Marshal I and II because of an injury directly resulting from a hazard unique to Fire Marshal duty through no fault of that Marshal's own, a payment of \$25,000 will be made from funds other than those of the Retirement System, in addition to any other payment which may be made as a result of such death. Such payment shall be made to the beneficiary designated under the Retirement System or, if no beneficiary is so designated, to the estate of the deceased.

Section 2.

Semi-private hospital accommodations shall be provided for employees injured in the line of duty.

ARTICLE XXVII - DEATH BENEFIT UNUSED LEAVE AND COMPENSATORY TIME

If an employee dies while employed by the City, that employee's estate shall receive payment in cash for the following as a death benefit:

- A. All unused accrued annual leave up to a maximum of 54 days' credit;
- B. All unused accrued compensatory time earned subsequent to March 15, 1968 which is verifiable by official Department records up to a maximum of two hundred (200) hours.

ARTICLE XXVIII - MISCELLANEOUS**Section 1.**

The City shall continue to maintain in effect for each Fire Officer (line) rank the Limited Service Status quota in effect on September 26, 1975.

Section 2.

Company relocations as provided for on assignment cards will be reviewed after the program is operational. It is intended to relieve the busiest companies from the added burden of routine relocations.

Section 3.

Damaged tools and equipment will be repaired and/or replaced promptly.

Section 4.

Photocopy machines will be provided for each Division.

Section 5.

The Fire Department will supply the Union on a regular basis, data necessary to determine compliance with the workload standards referred to in this Agreement.

Section 6.

To the maximum extent practicable and consistent with City policy, parking spaces up to a maximum of one space per unit, will be made available for the cars of employees adjacent to, part of, or as close as possible to firehouses, and such spaces will be marked appropriately. The Department will issue appropriate parking permits for the designated areas. The UFOA shall notify the Department, the Transportation Administration, and the Office of Labor Relations of any requests for parking spaces. The City shall have 10 days to respond to such requests. If the response is a denial, it shall be specific as to the reasons. If the UFOA disagrees with any such denial, it shall inform the Office of Labor Relations as to the specific reasons for its disagreement, and may refer the matter to the Impartial Chair for advisory arbitration.

Section 7.

In order to improve the efficiency, productivity, health and morale of officers, existing practices regarding meal periods shall be modified as follows:

Each unit shall be scheduled to receive one half-hour meal period in each tour as described in AUC. Response to fires and other

emergencies by a unit during its rest period shall be governed by the provisions of that circular.

Section 8.

The Department shall provide each member with a laminated identification card, including a photograph of each member. In the event the card is lost, the replacement cost shall be borne by the employee. Possession of the identification card shall be mandatory. If there is a change in the use of identification cards for purposes other than identification, the City and UFOA shall meet to discuss those changes and bargain, where necessary.

Section 9.

- A. Each member shall receive a duplicate copy of any medical records made by the Department which are included in the member's medical/personnel file at the time of the preparation of such records.
- B. The Department shall have a reasonable time to develop and implement the necessary systems and paperwork to comply with the foregoing.

Section 10.

Pursuant to regulations promulgated by the Department, the Employer shall reimburse any employee for property loss or damage sustained to the employee's personal vehicle when such vehicle's use is authorized to provide transportation while in the performance of the employee's duty.

Section 11.

The City shall furnish to each unit a copy of the collective bargaining agreement within 60 days of its final approval.

Section 12. Performance Compensation

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

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

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

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

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

Section 13.

All Fire Officers shall be required to assume all the duties associated with completing the electronic forms: PCR, CD-72, CD-73 and MD-X3. In completing the CD-72, CD-73 and MD-X3, Fire Officers shall verify an incident as a witness or indicate that the officer completing the form was not a witness to the incident.

Section 14.

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

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

Effective February 1, 2015, such employees as described in the Resolution above and are entitled to payment and who are members of the UFOA shall now be entitled to voluntarily choose the option of a one-time lump sum payment as their terminal leave benefit in lieu of their current terminal leave benefit prior to retirement. Such payments shall be made as soon as practicable after retirement. In the event that a change in legislation is needed to effectuate this agreement, the parties agree to jointly support the necessary legislation to implement these terms.

Section 15.

The Union has withdrawn the following litigation:

- BCB-2928-11 (Roster Staffing)
- BCB-3099-13 (Supervising Fire Marshal Staffing)
- BCB-4012-13 (Promotions)

The Union's withdrawal of BCB-3099-13 shall be without prejudice to its legal rights if a similar controversy arises in the future.

The Union further agrees that it will not proceed further on the following litigation:

- A-13760-11 and Index No. 152070/13 (Fire Apparatus)

ARTICLE XXIX - QUARTERMASTER SYSTEM

Section 1.

Fire Officers will be included in the Fire Department Quartermaster System and receive an annual cleaning allowance of \$520 per Fire Officer (line) and Supervisory Fire Marshal I and II and \$355 per Fire Medical Officer.

Section 2.

Fire Officers and Supervisory Fire Marshals shall be afforded the same tax treatment of the cleaning allowance as currently afforded to Firefighters in the Quartermaster System.

ARTICLE XXX - APPLICABLE LAWS

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 XXXI - SAVINGS CLAUSE

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof.

WHEREFORE, we have hereunto set our hands and seals this 14 day of November 2022

CITY OF NEW YORK

UNIFORMED FIRE OFFICERS ASSOCIATION, LOCAL 854, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, Affiliated with AFL-CIO

BY: /s/
RENEE CAMPION
Commissioner

BY: /s/
JAMES LEMONDA
President

APPROVED AS TO FORM:

BY: /s/
ERIC EICHENHOLTZ
Acting Corporation Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD:

UNIT: FIRE OFFICERS

TERM: March 20, 2018 to July 30, 2021

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

James Lemonda, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, NY 10007

Dear Mr. Lemonda:

A medical expert designated by the UFOA and the UFA and a representative designated by the Fire Department shall meet to develop procedures to monitor Firefighters who may be exposed to hazardous materials.

Very truly yours,

/s/

Renee Campion
Commissioner

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

By: /s/

James Lemonda, President UFOA

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

James Lemonda, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, NY 10007

Dear Mr. Lemonda:

Employees who have transferred from the uniformed service of the New York City Department of Correction to the Fire Department shall be treated in the same manner as if they had transferred from the uniformed service of the New York City Police Department for the purpose of calculating increments and longevity adjustments.

Very truly yours,

/s/

Renee Campion
Commissioner

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

By: /s/

James Lemonda, President UFOA

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

James Lemonda, President
Uniformed Fire Officers Association
125 Maiden Lane, 6th Floor
New York, NY 10038

Dear Mr. Lemonda:

The parties to the collective bargaining agreement between the Uniformed Fire Officers Association, Local 854, AFL-CIO ("UFOA") and the City of New York agree as follows:

- 1a. The Fire Department and the Union agree that the terms of the "Performance Based BISP" dated March 5, 2015 (also referred to as the "BISP Pilot Program") shall be become permanent effective July 30, 2021. Under this program, the Fire Department will determine each unit's weekly goals. A unit's weekly goals are determined based upon the following criteria for each unit: number of responses, number of CDA inspections, College and University inspections, theater inspections, administrative district (Hi rise vs Low rise), traffic patterns (i.e., midtown companies), specialized training (applies to Squads, Haz Mat Tech and SOC Support Ladder companies at this time).
- b. The Fire Department will not schedule BISP and other outside activities where severe weather conditions such as extreme heat or cold and heavy rain or snow exist. The parties will resolve any problems with the application of such departmental policy in the labor-management committee and such matters will not be subject to the grievance and arbitration procedure. In the event that any such problems are not resolved in the labor management committee, such scheduling in inclement weather shall be the same as that for Firefighters as of the date of this agreement.
- c. Notwithstanding the foregoing, the Fire Department will not regularly schedule BISP to be performed on weekends, holidays, or between 6 P.M. and 9 A.M.
- d. Outside activities in the morning and afternoon shall be scheduled to permit a reasonable meal period in between.
- e. The Fire Department will undertake to review and reduce paperwork required for BISP. The Fire Department will advise the UFOA of the process of such review and permit the UFOA to participate therein. Such process and the results thereof shall not be subject to Step IV of the Grievance Procedure.
- f. In the event of an exigent emergency requiring building inspections, the Fire Department shall have the right to temporarily suspend the provisions of this Section I.

- g. To the extent that the Fire Department seeks to change the Performance Based BISP, the UFOA shall be notified at least 14 days in advance of such change(s). In the event the parties cannot agree on a resolution of the proposed change(s) and there is a claim that this side letter agreement has been violated, the parties agree that the UFOA may immediately bring a grievance directly to Step IV of the grievance procedure for prompt resolution and the arbitrator shall be empowered to order rescission of the change.
- 2. The UFOA may utilize its Civil Legal Representation Fund for the purpose of providing another form of benefit to the membership than that currently in effect, subject to the written agreement of the parties as to the nature of such benefit.

Very truly yours,

/s/
Renee Campion
Commissioner

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

By: /s/
James Lemonda, President UFOA

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

James Lemonda, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, NY 10007

Dear Mr. Lemonda:

It is the intent of the City to use its best efforts to secure private room accommodations in a hospital for employees injured in the line of duty. This Section shall not be subject to the grievance procedure.

Very truly yours,

/s/
Renee Campion
Commissioner

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

By: /s/
James Lemonda, President UFOA

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

June S. 2009
Commissioner James F. Hanley
Office of Labor Relations
40 Rector Street
New York, New York 10006

Dear Commissioner Hanley:

This letter will confirm our mutual understanding that as a matter of past practice Fire Officers have taken fifteen minutes before their tours to exchange information between ingoing and outgoing officers.

Very truly yours,
/s/
John J. McDonnell

NEW YORK STATE FL•CIO

NEW YORK CITY CENTRAL LABOR COUNCIL AFL•CIO •
UARITIME PORT COUNCIL OF GREATER NEW YORK & VICINITY
UNION LABEL A SERVICE TRADES COUNCIL OF GREATER NEW
YORK & LONG ISLAND • NATIONAL SAFETY COUNCIL

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

James Lemonda, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, New York 10007

Dear Mr. Lemonda:

The City and the UFOA recognize pursuant to Administrative Code section 12-127 the City is obligated to pay for the cost of line of duty prescription drugs for UFOA members. The parties further recognize that a significant number of UFOA members have utilized the UFOA Family Protection Plan to pay for reimbursement of these prescription drugs without cost to the City. The UFOA agrees to waive any and all claims retroactively and prospectively against the City for the reimbursement of the cost of line of duty injury prescription drugs incurred in outpatient treatment.

Very truly yours,

/s/
Renee Campion
Commissioner

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

By: /s/
James Lemonda, President UFOA

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

James Lemonda, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, New York 10007

Dear Mr. Lemonda:

The City shall grant additional release time to six UFOA Executive Board members by way of releasing them from all scheduled night tours of duty (6x9). Such additional release time shall be governed by Executive Order 75, ("EO 75") except insofar as the UFOA has funded the ongoing costs of such additional release time for the term of this Agreement and thereafter out of the settlement costs of this collective bargaining agreement and therefore section 4(1) of EO 75 shall not apply to this additional release time.

Very truly yours,

/s/
Renee Campion
Commissioner

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

By: /s/
James Lemonda, President UFOA

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

James Lemonda, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, New York 10007

Dear Mr. Lemonda:

The parties shall establish a committee including the First Deputy Commissioner of the Fire Department or his/her representative, a representative of UFOA and a representative of the Office of Labor Relations to address issues of paperwork reduction. The Committee may include others on whom the parties may agree.

Very truly yours,

/s/
Renee Campion
Commissioner

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

By: /s/
James Lemonda, President UFOA

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

James Lemonda, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, N.Y. 10007

Dear Mr. Lemonda:

The City reaffirms its commitment to the concept of parity which it defines as basic maximum salary among uniformed employees.

Very truly yours,

/s/
Renee Campion
Commissioner

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

James Lemonda, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, N.Y. 10007

Dear Mr. Lemonda:

This is to confirm that the parties will jointly support legislation to allow active Tier II employees covered by this agreement to purchase Tier I benefits at their expense through payroll deductions.

This agreement is subject to the parties agreeing upon the costs of these benefit improvements. The cost of these benefit improvements and any additional health insurance costs will be borne entirely by the participating employees without any cost to the City.

A pension labor management committee will be established to agree upon the details of the proposed legislation and its attendant costs.

Very truly yours,

/s/
Renee Campion
Commissioner

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

By: /s/
James Lemonda, President UFOA

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

James Lemonda, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, NY 10007

Re: UFOA Agreement covering the period from March 20, 2018, to July 30, 2021.

Dear Mr. Lemonda:

The parties agree to the extension of the fire salvage program to all ladder companies citywide.

Very truly yours,

/s/
Renee Campion
Commissioner

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

By: /s/
James Lemonda, President UFOA

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

James Lemonda, President
Uniformed Fire Officers Association
125 Maiden Lane, 6th Floor
New York, NY 100038

Dear Mr. Lemonda:

Effective September 1, 2007, there shall be an assignment differential payable over three years (four steps) to Lieutenants, Captains, and Battalion Chiefs, assigned or long term detailed to "special assignments" in the following companies: HAZ-MAT, HAZ-MAT Battalion, Rescue Companies, SOC (Rescue) Battalion, Squads and HAZ-TECH Engine Companies. Covering officers assigned to SOC are included in the special assignment.

The four step plan will include rate increases to base salary of:

- 3% upon assignment;
- 6% upon completion of one year of assignment;
- 9% upon completion of two years of assignment; and
12% upon completion of three years of assignment (with the exception of Battalion Chiefs who shall receive 10.84%).

Effective July 30, 2021, employees assigned to the Special Operations Command (SOC) and thus eligible for the special assignment differential shall be compensated as follows:

- a. The 3% differential shall apply after the completion one year of service in the assignment, and in subsequent years according to the following schedule:

1st year	2nd year	3rd year	4th year	5th year
0%	3%	6%	9%	12%
- b. The 12% differential shall apply after the completion four years of service in the assignment (with the exception of the Battalion Chief who shall receive 10.84%).
- c. Covering officers in SOC shall receive the differential only during tours actually worked in SOC.

Notwithstanding the foregoing paragraph, members assigned or long term detailed prior to September 1, 2007 to the above "special assignments"1, including covering officers assigned to SOC, shall be slotted in at the appropriate level based upon years of service in these units in their current title.

Deputy Chiefs assigned or long term detailed to the SOC (Rescue) and HAZ-MAT Operations shall receive an annualized differential of \$2,500 upon assignment to these units.

The parties will convene a labor-management meeting to discuss implementation of this "special assignment" as well as to discuss the potential inclusion of other units in this program.

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

Very truly yours,

/s/
Renee Campion
Commissioner

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

By: /s/

James Lemonda, President UFOA

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

James Lemonda, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, New York 10007

Dear Mr. Lemonda:

The parties acknowledge that, from time to time, the headcount at the Fire Department varies. The parties agree to convene at the union's request, a Labor Management committee which shall include representative(s) from the Mayor's Office of Labor Relations to discuss changes in the headcount and its impact, if any, on UFOA members.

Very truly yours,

/s/

Renee Campion
Commissioner

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

By: /s/

James Lemonda, President UFOA

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

James Lemonda, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, New York 10007

Dear Mr. Lemonda:

Policies and procedures for Extra Departmental Employment (EDE) as described in PA/ID 12-67 will be modified to waive the requirements for EDE except as noted herein. EDE remains prohibited while members are on medical leave and light duty; however, EDE may be permissible while on light duty if approved by the Fire Commissioner or his designee. EDE will remain prohibited as per PA/ID 12-67 for Conflicts of Interest, and as noted currently in PA/ID 12-67 Section 1.8 and 1.10. In addition, EDE must not interfere or conflict with the regular departmental duties or with availability for overtime or emergency duty. Existing procedures for approval of EDE for those who will continue to be subject to such requirements will remain as per PA/ID 12-67. Lastly, the Fire Commissioner reserves the right to deny or revoke permission for any specific occupation or place of employment notwithstanding regulations and orders.

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

Very truly yours,

/s/

Renee Campion
Commissioner

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

By: /s/

James Lemonda, President UFOA

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

James Lemonda, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, New York 10007

Dear Mr. Lemonda:

At the request of the Union, the Fire Department will convene a labor management meeting to discuss the issues related to accrual and disposition of compensatory time, which will include representative(s) of the NYC Mayor's Office of Labor Relations.

Very truly yours,

/s/

Renee Campion
Commissioner

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

By: /s/

James Lemonda, President UFOA

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

June 28, 2018

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

Dear Mr. Nespoli:

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

the FY 2019 goal. This is currently estimated at approximately \$131 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries.

- e. The parties agree that recurring savings over \$1.3 billion for FY 2018 arising under the 2014 City/MLC Health Agreement will be counted toward the goal for Fiscal Years 2019, 2020, 2021 and for purposes of the recurring obligation under I (a)(iv) above. This is currently estimated at approximately \$40 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries. Once the amount is finalized, that amount shall be applied to Fiscal Years 2019, 2020, 2021 and to the obligation under I (a)(iv).
- 2. After the conclusion of Fiscal Year 2021, the parties shall calculate the savings realized during the 3 year period. In the event that the MLC has generated more than \$600 million in recurring healthcare savings, as agreed upon by the City's and the MLC's actuaries, such additional savings shall be utilized as follows:
 - a. The first \$68 million will be used by the City to make a \$100 per member per year increase to welfare funds (actives and retirees) effective July 1, 2021. If a savings amount over \$600 million but less than \$668 million is achieved, the \$100 per member per year (actives and retirees) increase will be prorated.
 - b. Any savings thereafter shall be split equally between the City and the MLC and applied in a manner agreed to by the parties.
- 3. Beginning January 1, 2019, and continuing unless and until the parties agree otherwise, the parties shall authorize the quarterly provision of the following data to the City's and MLC's actuaries on an ongoing quarterly basis: (1) detailed claim-level health data from Emblem Health and Empire Blue Cross including detailed claim-level data for City employees covered under the GHI-CBP programs (including Senior Care and Behavioral Health information); and (2) utilization data under the HIP-HMO plan. Such data shall be provided within 60 days of the end of each quarterly period. The HIP-HMO utilization data will also be provided to the City's and MLC's actuaries within 60 days of the execution of this letter agreement for City Fiscal Year 2018 as baseline information to assess ongoing savings. The HIP-HMO data shall include: (i) utilization by procedure for site of service benefit changes; (ii) utilization by disease state, by procedure (for purposes of assessing Centers of Excellence); and (iii) member engagement data for the Wellness program, including stratifying members by three tranches (level I, II and III). The data shall include baseline data as well as data regarding the assumptions utilized in determining expected savings for comparison. The data described in this paragraph shall be provided pursuant to a data sharing agreement entered into by the City and MLC, akin to prior data agreements, which shall provide for the protection of member privacy and related concerns, shall cover all periods addressed by this Agreement (i.e., through June 30, 2021 and thereafter), and shall be executed within thirty days of the execution of this letter agreement.
- 4. The parties agree that the Welfare Funds will receive two \$100 per member one-time lump-sum payments (actives and retirees) funded by the Joint Stabilization Fund payable effective July 1, 2018 and July 1, 2019.
- 5. The parties recognize that despite extraordinary savings to health costs accomplished in the last round of negotiations through their efforts and the innovation of the MLC, and the further savings which shall be implemented as a result of this agreement, that the longer term sustainability of health care for workers and their families, requires further study, savings and efficiencies in the method of health care delivery. To that end, the parties will within 90 days establish a Tripartite Health Insurance Policy Committee of MLC and City members, chaired by one member each appointed by the MLC and the City, and Martin F. Scheinman, Esq. The Committee shall study the issues using appropriate data and recommend for implementation as soon as practicable during the term of this Agreement but no later than June 30, 2020, modifications to the way in which health care is currently provided or funded. Among the topics the Committee shall discuss:
 - a. Self-insurance and/or minimum premium arrangements for the HIP HMO plan.
 - b. Medicare Advantage- adoption of a Medicare Advantage benchmark plan for retirees

- c. Consolidated Drug Purchasing- welfare funds, PICA and health plan prescription costs pooling their buying power and resources to purchase prescription drugs.
- d. Comparability- investigation of other unionized settings regarding their methodology for delivering health benefits including the prospect of coordination/cooperation to increase purchasing power and 10 decrease administrative expenses.
- e. Audits and Coordination of Benefits- audit insurers for claims and financial accuracy, coordination of benefits, pre-65 disabled Medicare utilization, End Stage Renal Disease, PICA, and Payroll Audit of Part Time Employees.
- f. Other areas- Centers of Excellence for specific conditions; Hospital and provider tiering; Precertification Fees; Amendment of Medicare Part B reimbursement; Reduction of cost for Pre-Medicare retirees who have access to other coverage; Changes to the Senior Care rate; Changes to the equalization formula.
- g. Potential RFPs for all medical and hospital benefits.
- h. Status of the Stabilization Fund.

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

- 6. The joint committee shall be known as the Tripartite Health Insurance Policy Committee (THIPC) and shall be independent of the existing "Technical Committee." The "Technical Committee" will continue its work and will work in conjunction with the THIPC as designated above to address areas of health benefit changes. The Technical Committee will continue to be supported by separate actuaries for the City and the MLC. The City and the MLC will each be responsible for the costs of its actuary.
- 7. In the event of any dispute under sections 1-4 of this Agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Martin Scheinman for resolution consistent with the dispute resolution terms of the 2014 City/MLC Health Agreement:
 - a. Such dispute shall be resolved within 90 days.
 - b. The arbitrator shall have the authority to impose Interim relief that is consistent with the parties' Intent.
 - c. The arbitrator shall have the authority to meet with the parties as such times as is appropriate to enforce the terms of this agreement.
 - d. The parties shall share the costs for the arbitrator (including Committee meetings),

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

Sincerely,
/s/
Robert W. Linn

Agreed and Accepted on behalf of the Municipal Labor Committee
/s/
Harry Nespoli

YOUTH AND COMMUNITY DEVELOPMENT

■ NOTICE

The NYC Department of Youth and Community Development (DYCD) is releasing a concept paper to obtain feedback that will assist with the development of an upcoming request for proposals (RFP) for Literacy Programs which will serve middle school in public schools serving low-income neighborhoods, and adults that are English Language Learners, lack sufficient mastery of basic educational skills and/or lack high school diplomas. The programs primary purposes are, to provide contextualized literacy services to help participants and communities thrive. The program will improve a broad range of competencies related to literacy, such as basic language skills (reading, writing, speaking, and listening), and support participants to meet their

contextualized goals in areas including but not limited to parenting, workplace, health care and civic engagement.

The Concept Paper will be released on November 28, 2022 through the PASSPort Public Portal, at https://passport.cityofnewyork.us/page.aspx/en/rfp/request_browse_public. DYCD welcomes and encourages your feedback no later than January 27, 2023 to assist with the development of the RFP.

To respond to this forthcoming RFP and all other Human/Client Services RFPs, organizations must have an account and an approved HHS Prequalification application in PASSPort. Proposals and Prequalification applications will ONLY be accepted through PASSPort. If you do not have a PASSPort account or an approved PASSPort HHS Prequalification Application, please visit www.nyc.gov/passport, to get started.

Questions regarding PASSPort can be submitted through MOCS support desk at: https://mocssupport.atlassian.net/servicedesk/customer/portal/8

n18-25

CHANGES IN PERSONNEL

BOARD OF ELECTION POLL WORKERS FOR PERIOD ENDING 09/02/22

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. Lists various poll workers and their details.

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PRESCOTT	YVONNE	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
PRESSLEY	JEANNE M	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
PROCTOR	KAYLA	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
RACANIELLO	KRISTEN N	9POLL	\$1.0000	APPOINTED	YES	08/25/22	300
RAHMAN	ANISUR	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
RAMOS	SAMANTHA	9POLL	\$1.0000	APPOINTED	YES	08/25/22	300
RAY	ELLEN	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
REID	MICHELLE	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
REYES	ROBERT	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
REYES DE JONGH	CARLOS	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300

BOARD OF ELECTION POLL WORKERS
FOR PERIOD ENDING 09/02/22

TITLE							
NAME	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY	
REYES JR	GERARDO	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
RIAZ	ABEERA	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
RICHNER	NINA	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
RIVERA	RACHEL	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
RODRIGUEZ	BELQUI A	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
RODRIGUEZ	YAMILET	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
ROGERS	MICHAEL R	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
ROMAGUERA	DIANNA	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
ROOK-LITTLE	TEOFILO E	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
ROSARIO	ZARYIAH	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
ROSE	MILEXCIA	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
RUIZ	PRISCILL	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
SAHA	SUJATA	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
SALCEDO	ANGEL R	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
SALTER	FRANCESC	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
SAMBA-NDURE	HADDY	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
SANTANA	MARLENY	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
SCHIMMER	LINDSAY B	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
SEABROOK	ESTHER P	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
SEITZ	ROBERT J	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
SELBY	FELICITA	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
SERVICE	BRENEITA M	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
SEVILLA	ORLANDO	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
SHEARIN	TUNESIA	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
SICULIANO JR	JOHN	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
SIMMONS	DEVON	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
SIMMONS	GEORGENE	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
SLIVINSKY	OLEG	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
SMITH	AARON A	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
SMITH	LAMONT	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
SOLOMON JR	CALVIN	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
STEVENS	DANIESHA	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
STEWART	JEFFREY	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
STRAUCH	GISELE	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
TALLEYRAND	ANNIE S	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
TAYLOR	TOBBY S	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
TEDESCO	PAMELA	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
THORNTON	CAMERON Q	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
TURNER	TASSIA	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
VASQUEZ	LISA	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
VELAZQUEZ	SANDRA	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
VINTIMILLA	FRANK G	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
VINTIMILLA	STEVE J	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
WAIKEL	WILLIAM R	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
WALLACE	ANIAH M	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
WANG	VENNA	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
WASHINGTON	DESTINY Y	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
WASHINGTON	GLENN	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
WEBB	TONIA F	9POLL	\$1.0000	DECEASED	YES	06/23/22	300
WEST	DAMITREA M	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
WHITE	GLENN S	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300

BOARD OF ELECTION POLL WORKERS
FOR PERIOD ENDING 09/02/22

TITLE							
NAME	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY	
WILLIAMS	MELVIN R	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
WILSON	CHANEE	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
WINGO	DIMITRIA	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
WISNIEWSKI	IRENE	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
WOOL	HERBERT	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
WRAY	DENNESE I	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
WRIGHT	KYRONE	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
YEH	YUNG H	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
YOUNG	LEROY B	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
YOUNG	RONALD	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
ZAIDI	MOHAMMAD S	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300
ZOHRA	FATEMATU	9POLL	\$1.0000	APPOINTED	YES	01/01/22	300

MANHATTAN COMMUNITY BOARD #1
FOR PERIOD ENDING 09/02/22

TITLE							
NAME	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY	
SWITAJ	DIANA	56058	\$75777.0000	RESIGNED	YES	08/23/22	341

MANHATTAN COMMUNITY BOARD #2
FOR PERIOD ENDING 09/02/22

TITLE							
NAME	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY	
THOMPSON	JOSHUA M	56087	\$52341.0000	RESIGNED	YES	08/18/22	342

MANHATTAN COMMUNITY BOARD #8
FOR PERIOD ENDING 09/02/22

TITLE							
NAME	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY	
BEIRNE	ROBERT	56057	\$42500.0000	APPOINTED	YES	08/14/22	348

GUTTMAN COMMUNITY COLLEGE
FOR PERIOD ENDING 09/02/22

TITLE							
NAME	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY	
ACOSTA	NICHOLAS T	04832	\$24.1000	RESIGNED	YES	07/21/22	462
DICKINSON	MAGGIE E	04024	\$94707.0000	RESIGNED	YES	08/25/22	462
GRANT	JORDAN A	10101	\$15.0000	APPOINTED	YES	08/22/22	462
HERRERA I	LIANNY F	10101	\$15.0000	APPOINTED	YES	08/22/22	462
PAI	GRACE H	04008	\$88602.0000	RESIGNED	YES	08/25/22	462
PHILOGENE	TINESI E	10102	\$20.0000	RESIGNED	YES	07/20/22	462
RIVERA	KRISTY L	10102	\$11.0000	RESIGNED	YES	10/25/14	462
ZHU	BAO LYN	04017	\$64633.0000	APPOINTED	YES	08/21/22	462

COMMUNITY COLLEGE (BRONX)
FOR PERIOD ENDING 09/02/22

TITLE							
NAME	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY	
ALABBADI	ALA H	10102	\$15.6100	APPOINTED	YES	08/11/22	463
BACCHUS	LATESHA O	04802	\$39485.0000	TRANSFER	NO	08/14/22	463
BELILGNE	ATLAW	04008	\$97580.0000	RETIRED	YES	08/25/22	463
BELL-GAM	MIRABEL A	04065	\$82719.0000	APPOINTED	YES	08/25/22	463
BOLNET	GINA	04293	\$150.0000	APPOINTED	YES	08/14/22	463
CLARK	MARTA A	04321	\$144840.0000	RESIGNED	YES	05/21/22	463
CURRAN	JOHN M	90698	\$239.8400	APPOINTED	YES	08/14/22	463
ESPINAL	SILVIA	04688	\$50.3100	APPOINTED	YES	06/06/22	463
GENOVA	DONNA T	04108	\$139076.0000	RETIRED	YES	08/25/22	463
GUILLEN PORTES	YADAIRA	04802	\$36080.0000	APPOINTED	YES	08/21/22	463
HARRISON	HELEN	04096	\$89527.0000	RETIRED	YES	08/25/22	463
MCPHERSON WHITE	VALENCIA	04008	\$91307.0000	APPOINTED	YES	08/25/22	463
OGUNSAKIN	CALEB O	04008	\$84946.0000	RESIGNED	YES	08/25/22	463
PASSER	EUGENE L	04108	\$139076.0000	RETIRED	YES	08/25/22	463
SANCHEZ	GEORGE	04108	\$139076.0000	RETIRED	YES	08/25/22	463
SODEMAN	ALEXANDE	04096	\$68580.0000	APPOINTED	YES	08/25/22	463
THOMAS	VASO	04008	\$97580.0000	RETIRED	YES	08/25/22	463
WILLIAMS	NICOLE	04008	\$84946.0000	RESIGNED	YES	08/21/22	463

COMMUNITY COLLEGE (QUEENSBORO)
FOR PERIOD ENDING 09/02/22

TITLE							
NAME	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY	
AKCAY OZKAN	ZEYNEP	04024	\$91658.0000	INCREASE	YES	08/25/22	464
AKPINAR	REZAN	04024	\$91658.0000	INCREASE	YES	08/25/22	464
ALLIE	SURAJ	04865	\$24.0800	RESIGNED	YES	04/22/22	464
ASCH	ARIEL L	04294	\$85.9406	APPOINTED	YES	08/14/22	464
BARTON	DAVID J	04294	\$68.7530	APPOINTED	YES	08/14/22	464
BELTRAN	SYLVIA P	04099	\$55340.0000	RESIGNED	YES	08/17/22	464
BICKRAM	JUSTINE S	04689	\$46.4900	RESIGNED	YES	08/18/22	464
BLAKE	NORMAN	04294	\$137.5050	APPOINTED	YES	08/14/22	464
BOCCIO	DONA V	04108	\$139076.0000	RETIRED	YES	08/25/22	464
BRUCE-BLAKE	JACQUELI	04294	\$85.9410	APPOINTED	YES	08/14/22	464
CASTRO	JENNIFER M	10102	\$15.6100	RESIGNED	YES	09/22/21	464
CHEN	SHIRLEY	04097	\$124289.0000	RETIRED	YES	08/19/22	464
COLLINS	MARY J	04601	\$44.2300	APPOINTED	YES	08/22/22	464
COUNIHAN	BETHANN	04108	\$113072.0000	INCREASE	YES	08/25/22	464
D'AGNES	SUZANNE B	04096	\$91027.0000	RETIRED	YES	08/25/22	464
DEMAS	JASON	04024	\$91658.0000	INCREASE	YES	08/25/22	464
DENBO	ELISE R	04024	\$102017.0000	INCREASE	YES	08/25/22	464
DIAZ	NOELIA	04024	\$91658.0000	INCREASE	YES	08/25/22	464
DILLER	EDWARD J	04096	\$73082.0000	APPOINTED	YES	08/25/22	464
DURAND	SHAINA C	10102	\$17.0000	RESIGNED	YES	06/24/22	464
FISCHBACH	STEVEN	04294	\$85.9410	APPOINTED	YES	08/14/22	464
FLAHERTY	BONNIE	04294	\$85.9410	APPOINTED	YES	08/14/22	464
FORD	ROBIN R	04024	\$94707.0000	INCREASE	YES	08/25/22	464
FRANZESE	JANET R	04024	\$102017.0000	INCREASE	YES	08/25/22	464
FUNK	JONATHON R	04024	\$91658.0000	INCREASE	YES	08/25/22	464
GARRISON-STEWAR	SHEINA	04294	\$220.0000	APPOINTED	YES	08/14/22	464
GEORGE	SUSAN	04099	\$77635.0000	INCREASE	YES	08/21/22	464
GIBSON	DEON F	04065	\$78213.0000	APPOINTED	YES	08/25/22	464
GOLDENBERG	JOSEPH	04606	\$87.6140	APPOINTED	YES	08/14/22	464
HAMMEL	STEPHEN W	04024	\$105676.0000	RETIRED	YES	08/25/22	464
HERRERA	ANDREA N	10102	\$15.6100	RESIGNED	YES	06/11/22	464
HOSSAIN	MD SHAHA	04024	\$91658.0000	INCREASE	YES	08/25/22	464
HUMPHRIES	DAVID	04605	\$105.4690	APPOINTED	YES	08/14/22	464
ISLAM	MOHD M	04841	\$36522.0000	RESIGNED	NO	08/24/22	464
JANG	KATRINA H	04167	\$58066.0000	APPOINTED	YES	08/19/22	464
JOHN	MURRY	04862	\$38939.0000	RETIRED	YES	08/23/22	464
KARIMI	SASAN	04605	\$120.6540	APPOINTED	YES	08/14/22	464
KHAN	MICHAEL J	04294	\$68.7500	APPOINTED	YES</		