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THE CITY RECORD

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Citywide Administrative Services

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in the City Record.

PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

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.



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] or made by calling [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
Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas

* * *

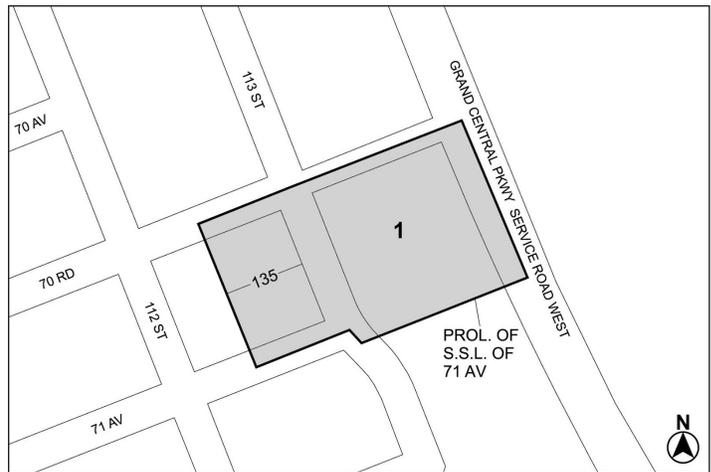
QUEENS

* * *

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

COMMUNITY BOARDS

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the following matters have been scheduled for public hearing by Community Board:

BOROUGH OF QUEENS

COMMUNITY BOARD NO. 11 - Monday, December 5, 2022, 7:30 P.M. via Zoom.

#2022-81BZ

An application for the development of a cellar and two-story, one-family residential home that does not provide a required front yard, pursuant to R3-1 Zoning guidelines at 204-34 45 Drive, Bayside, Queens.

#468-54BZ

An application to reinstate BSA Variance #468-54BZ, convert auto repair shop to an accessory convenience store and fast-food restaurant and obtain a new C of O at 175-33 Horace Harding Expressway, Fresh Meadows, Queens.

← n29-d5

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

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

TRANSPORTATION

■ PUBLIC HEARINGS

NOTICE OF A JOINT PUBLIC HEARING of the Franchise and Concession Review Committee and the New York City Department of Transportation (“DOT”), to be held remotely, via a Microsoft Teams dial-in on December 13, 2022, at 2:30 P.M. relative to:

INTENT TO AWARD as a concession a Sole Source License Agreement (“License”), to the DUMBO District Management Association, Inc. (“DUMBO BID”), whose address is 20 Jay Street, Suite 510, Brooklyn, NY 11201, to provide for the operation, management, and maintenance of a pedestrian plaza, located on Old Fulton Street, Front Street and Water Street, in the Borough of Brooklyn (“Licensed Plaza”), including through City approved plaza events, sponsorships, gifts, and subconcession(s), including but not limited to providing for the sale of any of the following: prepared food, beverages, locally grown produce or locally manufactured products, merchandise (such as souvenirs or T-shirts), and other similar merchandise within the Licensed Plaza. Subconcessions would be awarded based on solicitations issued by DUMBO BID in the basic form of a Request for Proposals or Request for Bids, subject to DOT’s prior written approval of both solicitation and award. DUMBO BID will be required to invest any revenue generated by this concession into the maintenance and/or repair, including reasonable administrative costs, of the Licensed Plaza.

The License will provide for one (1) five-year initial term, commencing upon written Notice to Proceed, which may be renewed for up to two (2) additional five-year terms, exercisable at the sole discretion of DOT.

The public may participate in the public hearing by calling the dial-in number below. Written testimony may be submitted in advance of the hearing electronically, to fcrc@mocs.nyc.gov. All written testimony must be received by December 1, 2022. In addition, the public may also testify during the hearing by calling the dial-in number.

The dial-in information is below:
Dial-in #: +1-646-893-7101
Access Code: 951 976 883
Press # on further prompts

A draft copy of the agreement may be obtained, at no cost by any of the following ways:

1. Submit a written request to DOT, at concessions@dot.nyc.gov, through December 9, 2022.
2. Submit a written request by mail to Rachel Frumin, NYC Department of Transportation, 55 Water Street, 9th Floor, New York, NY 10041. Written requests must be received by December 2, 2022. For mail-in requests, please include your name, return address and reference the “Old Fulton Plaza Concession Agreement”.
3. A transcript of the hearing will be posted on the FCRC website, at <https://www1.nyc.gov/site/mocs/reporting/agendas.page>.

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 e-mail, at DisabilityAffairs@mocs.nyc.gov, or via phone, at (646) 872- 0231. Any person requiring reasonable accommodation for the public hearing should contact MOCS at least five (5) business days in advance of the hearing to ensure availability.

n28-d12

NOTICE OF A JOINT PUBLIC HEARING of the Franchise and Concession Review Committee and the New York City Department of Transportation (“DOT”), to be held on remotely via a Microsoft Teams dial-in on December 13, 2022, at 2:30 P.M. relative to:

INTENT TO AWARD as a concession a Sole Source License Agreement (“License”), to the MetroTech Area District Management Association, Inc. d/b/a MetroTech Business Improvement District (“MetroTech BID”), whose address is 1 MetroTech Center #1003, Brooklyn, NY 11201, to provide for the operation, management, and maintenance of a pedestrian plaza, located at Willoughby Street between Pearl Street and Adams Street, in the Borough of Brooklyn (“Licensed Plaza”), including through City-Approved plaza events, sponsorships, gifts, and subconcession(s), including but not limited to providing for the sale of any of the following: prepared food, beverages, locally grown produce or locally manufactured products, merchandise

(such as souvenirs or T-shirts), and other similar merchandise within the Licensed Plaza. Subconcessions would be awarded based on solicitations issued by MetroTech BID in the basic form of a Request for Proposals or Request for Bids, subject to DOT’s prior written approval of both solicitation and award. MetroTech BID will be required to invest any revenue generated by this concession into the maintenance and/or repair, including reasonable administrative costs, of the Licensed Plaza.

The License will provide for one (1) five-year initial term, commencing upon written Notice to Proceed, which may be renewed for up to two (2) additional five-year terms, exercisable at the sole discretion of DOT.

The public may participate in the public hearing by calling the dial-in number below. Written testimony may be submitted in advance of the hearing electronically, to fcrc@mocs.nyc.gov. All written testimony must be received by December 1, 2022. In addition, the public may also testify during the hearing by calling the dial-in number.

The dial-in information is below:
Dial-in #: +1-646-893-7101
Access Code: 951 976 883
Press # on further prompts

A draft copy of the agreement may be obtained, at no cost by any of the following ways:

1. Submit a written request to DOT, at concessions@dot.nyc.gov, through December 9, 2022.
2. Submit a written request by mail to Rachel Frumin, NYC Department of Transportation, 55 Water Street, 9th Floor, New York, NY 10041. Written requests must be received by December 2, 2022. For mail-in requests, please include your name, return address and reference the “Willoughby Plaza Concession Agreement”.
3. A transcript of the hearing will be posted on the FCRC website, at <https://www1.nyc.gov/site/mocs/reporting/agendas.page>.

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 e-mail, at DisabilityAffairs@mocs.nyc.gov, or via phone, at (646) 872-0231. Any person requiring reasonable accommodation for the public hearing should contact MOCS, at least five (5) business days in advance of the hearing to ensure availability.

n28-d12

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

■ INTENT TO AWARD

Services (other than human services)

AUDIT AND RISK ASSESSMENT SERVICES - Negotiated Acquisition - Other - PIN#06823N0009 - Due 12-5-22 at 10:00 P.M.

ACS, intends to enter into a Negotiated Acquisition Extension (EPIN 06823N0006) with Valles Vendiola LLP, to continue the implementation of a fiscal monitoring system for the term of November 1, 2022 through June 30, 2024, in the amount of \$6,581,989.52.

Changing vendors at this point in the rollout of the special projects the vendor has been working on, would disrupt and undermine those projects.

n28-d2

Vendors that are interested in expressing interest in similar procurements in the future, may contact Samantha Bobb, via email, at sbobb@comptroller.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.

Comptroller, 1 Centre Street, 8th Floor, South, New York, NY 10007.
Samantha Bobb (212) 669-8106; sbobb@comptroller.nyc.gov

n28-d2

DESIGN AND CONSTRUCTION

AWARD

Construction Related Services

PW311STLS, REQUIREMENTS CONTRACT FOR PROFESSIONAL LAND SURVEYING SERVICES FOR VARIOUS PUBLIC BUILDING PROJECTS, CITYWIDE -
Competitive Sealed Proposals - Other - PIN# 85022P0012001 - AMT: \$3,000,000.00 - TO: GDB Geospatial LS PC, 88 Duryea Road, Melville, NY 11747.

← n29

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): 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_pql@ddc.nyc.gov

n23-30

EDUCATION

AWARD

Human Services / Client Services

R1395 - UPK FOR ALL - 49651 - Competitive Sealed Proposals/ Pre-Qualified List - PIN# 04022P0673009 - AMT: \$2,581,660.00 - TO: Golden Sunrise Daycare LLC, 916 58th Street, Brooklyn, NY 11219.

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.

← n29

ENVIRONMENTAL PROTECTION

WASTEWATER TREATMENT

INTENT TO AWARD

Services (other than human services)

82623Y0289-BWT INSPECTION OF COOPER ENGINES 3030459X - Request for Information - PIN#82623Y0289 - Due 12-12-22 at 2:00 P.M.

Pursuant to Procurement Policy Board Rule Section 3-05, Department of Environmental Protection, intends to enter into a sole source agreement with Cooper Machinery Services, for the inspection of Cooper Engines. DEP has determined, Cooper Machinery Services, is the sole authorized source of these services. Any firm which believes it is authorized to provide such services are welcome to submit an expression of interest. All related inquiries should be sent via the Discussion Forum in PASSPort, or to Noah Shieh, at noahs@dep.nyc.gov, no later than December 12, 2022, by 2:00 P.M.

n28-d5

HOUSING AUTHORITY

PROCUREMENT

SOLICITATION

Construction / Construction Services

ROOFING REPLACEMENT AND ROOFTOP STRUCTURE RENOVATION @ TWIN PARKS EAST (SITE 9) - Competitive Sealed Bids - PIN#388933 - Due 12-29-22 at 11:00 A.M.

RFQ Solicitation Timetable

a. The release date of this RFQ, is November 29, 2022.

b. A non-mandatory virtual Proposers' conference, will be held on December 6, 2022, at 11:00 A.M., via Microsoft Teams. Pre-Bid Teams Meeting information: 1 (646) 838-1534, Conference ID: 590 250 05#.

Although attendance is not mandatory, it is strongly recommended that all interested vendors attend. In order to RSVP, to the Pre-Bid Conference and obtain the Teams Meeting link to view the virtual conference email, cpd.procurement@nycha.nyc.gov, with the RFQ number as the Subject line to confirm attendance.

c. All questions related to this RFQ are to be submitted via email, to the CPD Procurement Unit at, cpd.procurement@nycha.nyc.gov, with the RFQ number as the Subject line by no later than 2:00 P.M. on December 13th, 2022. Proposers will be permitted to ask additional questions at the Proposers' Conference. Responses to all submitted questions will be available for public viewing in Sourcing under the RFQ.

d. Bids are due December 29, 2022 at 11:00 A.M. via iSupplier portal. Bid Submission Requirements.

Vendors shall electronically upload a single .pdf containing ALL components of the bid into iSupplier by the RFQ Bid Submission Deadline. NYCHA will NOT accept hardcopy Bids or bids via email, fax, or mail.

Instructions for registering for iSupplier can be found at http://www1.nyc.gov/site/nycha/business/isupplier-vendor-registration.page. After Proposer registers for iSupplier, it typically takes 24 to 72 hours for Proposer's iSupplier profile to be approved. It is Vendors sole responsibility to complete iSupplier registration and submit its Bid before the RFQ Bid Submission Deadline. NYCHA is not responsible for delays caused by technical difficulty or caused by any other occurrence. For assistance regarding iSupplier please email procurement@nycha.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.

Housing Authority, 90 Church Street, New York, NY 10007. Latrena Johnson (212) 306-3223; latrena.johnson@nycha.nyc.gov

◀ n29

ROOFING REPLACEMENT AND ROOFTOP STRUCTURE RENOVATION AT DEWITT CLINTON HOUSES - Competitive Sealed Bids - PIN#377904 - Due 12-29-22 at 11:00 A.M.

RFQ Solicitation Timetable.

A non-mandatory virtual Proposers' conference, will be held on 12/2/22 at 11:00 A.M., via Microsoft Teams. Pre-Bid Teams Meeting information: (646) 838-1534 Conference ID: 824 629 288# Although attendance is not mandatory, it is strongly recommended that all interested vendors attend. In order to RSVP, to the Pre-Bid Conference and obtain the Teams Meeting link to view the virtual conference email cpd.procurement@nycha.nyc.gov, with the RFQ number as the Subject line to confirm attendance.

All questions related to this RFQ are to be submitted via email, to the CPD Procurement Unit at, cpd.procurement@nycha.nyc.gov, with the RFQ number as the Subject line by no later than 2:00 P.M. on 12/13/22. Proposers will be permitted to ask additional questions at the Proposers' Conference. Responses to all submitted questions will be available for public viewing in Sourcing under the RFQ.

Bids are due 12/29/22 at 11:00 A.M. via iSupplier portal.

Bid Submission Requirements.

Vendors shall electronically upload a single .pdf containing ALL components of the bid into iSupplier by the RFQ Bid Submission Deadline. NYCHA will NOT accept hardcopy Bids or bids via email, fax, or mail.

Instructions for registering for iSupplier can be found at, http://www1.nyc.gov/site/nycha/business/isupplier-vendor-registration.page. After Proposer registers for iSupplier, it typically takes 24 to 72 hours for Proposer's iSupplier profile to be approved.

It is Vendors sole responsibility to complete iSupplier registration and submit its Bid before the RFQ Bid Submission Deadline. NYCHA is not responsible for delays caused by technical difficulty or caused by any other occurrence.

For assistance regarding iSupplier please email, procurement@nycha.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.

Housing Authority, 90 Church Street, 6th Floor, New York, NY 10007. Albina Zulkasheva (212) 306-4531; albina.zulkasheva@nycha.nyc.gov

◀ n29

HOUSING PRESERVATION AND DEVELOPMENT

EDC/HPD TECH

■ INTENT TO AWARD

Services (other than human services)

80623Y0080-SOLE SOURCE NOTICE OF INTENT - MAINTENANCE OF SANBORN MAP - Request for Information - PIN#80623Y0080 - Due 12-12-22 at 2:00 P.M.

Pursuant to Section 3-05(C) of the City's Procurement Policy Board Rules, The New York City Department of Housing Preservation and Development (HPD), intends to enter into a Sole Source negotiation, to maintain and update digital georeferenced raster imagery data and PDF maps, that are used by the Environmental units, architects and engineers from Building and Land Development Services, planners, developers from Office of Development.

Sanborn MapsTM, is a sole source product of The Sanborn Map Company, Inc. Any firm who believes it can provide this Map service is invited to send a letter or email, to the HPD contact person listed in this notice.

This Sole Source procurement is being managed through PASSPort (EPIN: 80623Y0080). If there are any expressions of interest, please send an email to Agency Contact: Gaurav Channan, Deputy Agency Chief Contracting Officer, at email address: channang@hpd.nyc.gov.

n28-d2

OFFICE OF NEIGHBORHOOD STRATEGIES

■ INTENT TO AWARD

Human Services/Client Services

HPD NOTICE OF INTENT CITYWIDE HOMEOWNER HELP DESK NA - Negotiated Acquisition - Other - PIN# 80623N0003 - Due 12-14-22 at 5:00 A.M.

Pursuant to Section 3-04(b)(2)(i)(D) and Section 3-04(b)(2)(ii) of the Procurement Policy Board Rules, the Department of Housing Preservation and Development (HPD), intends to enter into a Negotiated Acquisition contract with the Center for New York City Neighborhoods. This contract is for the implementation of the citywide expansion of the Homeowner Help Desk. The contract term will be for three years from the Notice to Proceed with one option to renew for an additional three years. The ePIN for this award is 80623N0003, and the proposed contract budget is 4,800,000.00.

THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY. Vendors can express interest in responding to a future procurement to provide these services by sending such request via email to Agency Contact, Charlisa Lanzot (lanzotc@hpd.nyc.gov).

◀ n29-d5

HUMAN RESOURCES ADMINISTRATION

■ INTENT TO AWARD

Services (other than human services)

06923Y0163-PURCHASE OF EVERYACTION SMARTVAN SOFTWARE LICENSES AND SUPPORT(SO6931R) - Request for Information - PIN# 06923Y0163 - Due 12-2-22 at 4:00 P.M.

The Department of Social Services Office of Information Technology Services (ITS), is requesting a Sole Source procurement for the Purchase of EveryAction SmartVAN Software Licenses and Support through PruTech Solutions Inc., for the service period of 11/1/2020 to 10/31/2021. The contract amount is \$99,800.00.

The Department of Social Services Public Engagement Unit (PEU) uses EveryAction's SmartVan tool for outreach along with Target Smart for data collection of the residents in the City of New York. To improve functionality of the existing systems, DSS/PEU is looking to continue its usage of the EveryAction SmartVan software licenses, services and support for the EveryAction SmartVAN tool and the DemNYC project.

PruTech Solutions Inc., is the sole source provider of EveryAction SmartVan Software Licenses and Support, and is the only authorized reseller.

If you have any questions, please email, "frazierjac@dss.nyc.gov", with the subject line "06923Y0163 - Purchase of EveryAction SmartVAN Software Licenses and Support. Please indicate your interest by

responding to the RFI EPIN: 06923Y0163 in PASSPort no later than 12/2/2022, 4:00 P.M.

n25-d2

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 FY'23 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

■ AWARD

Goods

OPERATIONS MANAGEMENT SOFTWARE - Negotiated Acquisition - Other - PIN# 02522N0026001 - AMT: \$526,660.00 - TO: UTC Associates Inc., 150 West, 30th Street, 8th Floor, New York, NY 10001.

The Law Department's current workflow system used by Operations, is MS Access based. We are ordered by DoITT cybersecurity that MS Access is a security risk that Law has to replace this software ASAP. UTC/High Gear software is the replacement for MS Access. High Gear software is cloud based, our IT and CISO has reviewed and approved this system to go forward. It is urgent that we make the change within the next few months in order to comply with the DoITT mandate.

As this procurement is for the retention of a firm to provide an upgrade to the Workflow Management System for which there is an urgent and compelling need that cannot be timely met through competitive sealed bidding or competitive sealed proposals, and it has been determined in writing that it is not practical or not advantageous to award this contract by competitive sealed proposals, the Law Department will be using the Negotiated Acquisition method of source selection to award this contract, pursuant to PPB Rules §§ 3-04(b)(2)(i)(D).

← n29

PARKS AND RECREATION

■ AWARD

Construction/Construction Services

B051-120M RECONSTRUCTION OF KELLY PARK PLAYGROUND, BROOKLYN - Competitive Sealed Bids - PIN# 84621B0183001 - AMT: \$9,577,402.10 - TO: Jr Cruz Corp., 33 West Main Street, Holmdel, NJ 07733.

← n29

POLICE DEPARTMENT

MANAGEMENT AND BUDGET

■ INTENT TO AWARD

Services (other than human services)

NEG. AQ. EXTENSION FOR INFORMATION BUILDERS, INC - Negotiated Acquisition - Other - PIN#05623N0002 - Due 12-7-22 at 5:00 A.M.

NYPD, intends to enter into a Negotiated Acquisition Extension (EPIN 05623N0002) with Information Builders, Inc., to continue providing Proprietary Software Licenses including maintenance, upgrades and support for communication and integration systems for the term of November 1, 2022 through October 31, 2023, in the amount of \$28,601,685.00.

← n29-d5

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@dssny.nyc.gov, and jagioberti@dssny.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@dssny.nyc.gov

n22-29



ENVIRONMENTAL PROTECTION

■ NOTICE

PUBLIC NOTICE

**Federal Emergency Management Agency
In accordance with 44 CFR §9.8 for Executive Orders 11988 & 11990 Proposed Stormwater Resiliency Measures
East Harlem, New York County, New York**

NOTIFICATION IS HEREBY GIVEN to the public of the intent of the Department of Homeland Security-Federal Emergency Management Agency (DHS-FEMA), to provide Federal funding to the New York City Department of Environmental Protection (NYCDEP) as Subrecipient for financial assistance to install flood control measures, including nature-based detention and retention basins, at eight locations within the Clinton Houses public housing development in the Manhattan neighborhood of East Harlem. Funds are being requested through the Building Resilient Infrastructure and Communities (BRIC) grant program. The purpose of the BRIC grant program is to proactively invest in hazard mitigation projects, reducing the risks that communities face from disasters and natural hazards. This notification is given in accordance with Executive Order (EO) 11988 (Floodplain Management), EO 11990 (Protection of Wetlands), the Federal Coastal

Zone Management Act, and 44 CFR Part 9, regulations for implementing EO 11988 and EO 11990.

The proposed project entails the installation of eight sites with green infrastructure interventions at the Clinton Houses development. These interventions will include infiltration-based stormwater system units placed under and above existing open spaces such as basketball courts, parking lots, and other locations. A conveyance system comprising of inlets, perforated pipes, spreader tanks and small bioretention nature-based channels will be utilized to route the rainfall runoff from the Clinton Houses development and surrounding streets into the eight sites. Several sites may also include "water squares," which will allow for water to be stored above ground (up to one foot) in the proposed locations. These sites will be integrated into the community as multi-functional open spaces able to store excessive rainfall runoff while incorporating green infrastructure and nature-based designs.

This action would take place within the 100-year floodplain per the current preliminary flood insurance rate map, which means that the action has the potential to affect, or be affected by, the floodplain. Alternatives considered include: 1) taking no action and 2) the proposed alternative to install the green infrastructure at the Clinton Houses development. FEMA, has determined that the proposed alternative is the most practicable to combat the increasing threat of stormwater flooding that is known to impact this community. FEMA has also determined that investment of funds to reduce flood risk is in the public interest. Potential impacts to water quality or aquatic habitat are anticipated to be negligible during construction and minimized through best management practices and conservation measures incorporated from resource agency recommendations and required regulatory permits.

Comments about this project, potential alternatives, and floodplain impacts may be submitted in writing within 15 days of the date of this publication to: FEMA Region 2, Attn: Environmental Planning and Historic Preservation, 26 Federal Plaza, New York, NY 10278, or via email, to FEMAR2COMMENT@fema.dhs.gov. If substantive comments are received, FEMA will evaluate and address the comments as part of the environmental documentation for this project.

n25-d15

OFFICE OF LABOR RELATIONS

NOTICE

Fire Alarm Dispatchers 2018-2021 Agreement

AGREEMENT entered into this 2nd day of November, 2022 by and between the City of New York and related public employers, pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and the Uniformed Fire Alarm Dispatchers Benevolent Association, Inc., (hereinafter referred to as the "Union"), for the period from January 1, 2018 to July 31, 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 - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether full time, part time per annum, hourly or per diem, in the below listed title(s), and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative and in any positions in Restored Rule X titles of the Classified Service the duties of which are or shall be equated by the City Personnel Director and the Director of the Budget for salary purposes to any of the below listed title(s):

- 71010 Fire Alarm Dispatcher
71060 Supervising Fire Alarm Dispatcher (Levels I and II)

Section 2.

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

ARTICLE II - DUES CHECKOFF

Section 1.

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

Section 2.

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

ARTICLE III - SALARIES

Section 1.

- a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.
b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 40 hours except as provided for in Article V of this Agreement.
c. Employees who work on a part-time per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro rata portion of such salary adjustment computed as follows, unless otherwise specified:

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

Hourly Rate - 40 hour week basis - 1/2088 of the appropriate minimum basic salary.

- d. The maximum salary for a title shall not constitute a bar to the payment of any salary adjustment or pay differentials provided for in this Agreement but the said increase above the maximum shall not be deemed a promotion.

Section 2.

During the term of this Agreement, the following basic salary rates shall prevail for Employees:

Table with 4 columns: TITLE, 1/1/2018, 1/1/2019, 2/1/2020. Rows include Fire Alarm Dispatcher (6th, 5th, 4th, 3rd, 2nd, 1st Grade), Supervising Fire Alarm Dispatchers Level I (4th, 3rd, 2nd, 1st Grade), and Supervising Fire Alarm Dispatchers Level II (4th, 3rd, 2nd, 1st Grade).

Section 3. Wage Increases

a. General Wage Increases

The general increase, effective as indicated, shall be:

- i. Effective January 1, 2018, Fire Alarm Dispatcher, and Supervising Fire Alarm Dispatcher, Levels I and II shall receive a general increase of 2.00%.
- ii. Effective January 1, 2019, Fire Alarm Dispatcher, and Supervising Fire Alarm Dispatcher, Levels I and II shall receive a general increase of 2.25%.
- iii. Effective February 1, 2020, Fire Alarm Dispatcher, and Supervising Fire Alarm Dispatcher, Levels I and II shall receive a general increase of 3.00%.

b. The increase provided for in Section 3(a) above shall be calculated as follows:

- i. The general increase in Section 3(a)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on December 31, 2017.
- ii. The general increase in Section 3(a)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on December 31, 2018.
- iii. The general increase in Section 3(a)(iii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on January 31, 2020.

c. The general wage increases provided for in this Section 3 shall be applied to the base rates, incremental salary levels and the minimum "hiring rate", minimum "incumbent rates" and maximum rates (including levels), fixed for the applicable titles.

d. New Hires

The following shall apply to Employees newly hired on or after September 1, 2004:

- i. Upon completion of one year of active or qualified inactive service, such employee shall be paid the indicated rate for fifth grade.
- ii. Upon completion of the second year, such employee shall be paid the indicated rate for the fourth grade.

Section 4.

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

Section 5.

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

Section 6.

The service increments listed below shall be paid to all eligible Employees upon completion of the specified years of "City" service in pay status in the pro-rated annual amounts listed below. Such Employees shall begin to receive such pro-rata payments on the Employee's anniversary date. The pro-rata payments provided for in this Section shall be deemed included in the base rate of the eligible Employee for all collective bargaining purposes. The provisions of Section 3(a) of this Agreement shall not apply to the service increment set forth in this Section 6.

Service Increments

	<u>Effective 1/1/2018</u>	<u>Effective 11/1/19</u>
10 Years of Service -	\$264	\$364
15 Years of Service -	\$1,319	\$1,730
(an additional) -	(\$1,055)	(\$1,366)
20 Years of Service -	\$2,247	\$3,508
(an additional) -	(\$928)	(\$1,778)

ARTICLE IV – SHIFT DIFFERENTIAL

Effective May 14, 2008, all employees represented in the Agreement shall continue to receive the adjusted factor with respect to the payment of Night Shift Differential of .0600 in lieu of any other shift differential.

ARTICLE V – HOURS

The hourly work week for Fire Alarm Dispatcher and Supervising Fire Alarm Dispatcher shall be 40 hours. It is understood and agreed that Fire Alarm Dispatchers and Supervising Fire Alarm Dispatchers, Level I shall continue to work on the average of 40.32 hours per week.

ARTICLE VI – HOLIDAY PREMIUM

a. If an employee is required to work on any of the holidays listed below, provided the employee is in active pay status, the employee shall receive a fifty percent (50%) cash premium for all normally scheduled hours worked on the holiday.

Employees shall receive the following eleven (11) regular holidays with pay:

New Year's Day	January 1st
Lincoln's Birthday	February 12th
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th (or other date established by N.Y.S. Legislature)
Election Day	First Tuesday following the First Monday in November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

b. Special Provisions

- i. If an employee is required to work on a holiday which falls on the employee's scheduled day off, the employee shall be compensated for overtime in accordance with the provisions of Article VII.
- ii. An employee shall not receive for the same hours of work both (1) overtime pay and (2) the fifty percent (50%) cash premium.
- iii. Regardless of whether the holiday falls on a regular working day or on a scheduled day off, if the number of hours worked on such holiday exceeds the employee's normal daily tour of duty, all hours of work in excess of such normal daily tour of duty shall be covered by the provisions of Article VII.

Applicability of Holiday Premium payment shall be for all scheduled (non-Overtime) hours worked and shall be based on "business-day processing," under which the payment of holiday premium for a full shift is determined by whether the employee's tour of duty commenced on a contractual holiday. No such payment shall be made to employees whose tour did not commence on the contractual holiday.

ARTICLE VII – OVERTIME

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

Section 1.

For purpose of the overtime provisions of this Agreement, all time during which an employee is in full pay status, whether or not such time is actually worked, shall be counted in computing the number of hours worked during the week. However, where the Fair Labor Standards Act ("FLSA") provides for more beneficial compensation than the overtime provisions of this Agreement such benefits shall be calculated on the basis of time actually worked.

Section 2.

- a. "Authorized voluntary overtime" shall be defined as overtime for work authorized by the agency head or the agency head's designee, which the employee is free to accept or decline.
- b. "Ordered involuntary overtime" shall be defined as overtime which the employee is directed in writing to work and which the employee is therefore required to work. Such overtime time may only be authorized by the agency head or a representative of the agency head who is delegated such authority in writing.
- c. Upon the written approval of an employee's request by the agency head or designee, an employee who works overtime shall have the

option of being compensated in time off at the applicable rates.

- d. There shall be no rescheduling of days off and/or tours of duty to avoid the payment of overtime compensation. Any work performed on a scheduled day off shall be covered by this Article. It is understood that the change in tours for covering Supervising Fire Alarm Dispatchers Levels I and II and employees rescheduled for training is not a violation of this section.

Section 3.

For employees covered by the provisions of FLSA, overtime actually worked in excess of forty hours in a calendar week shall be compensated at the rate of time and one-half (1½x) in time or cash provided that the total unliquidated compensatory hours credited to an employee, pursuant to this provision may not exceed 240 hours. If an employee has reached the 240 hour maximum accrual for FLSA compensatory time, all subsequent overtime earned under this provision must be compensated in cash at time and one-half (1½x).

Section 4.

No credit shall be recorded for unauthorized overtime. Credit for all authorized overtime beyond the normal work week shall accrue in units of one quarter (¼) hour to the nearest one quarter (¼) hour and, except for an employee covered by the provisions of FLSA who has actually worked in excess of forty hours in said calendar week, only after one (1) hour.

Section 5.

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

For employees whose basic work week is forty (40) hours:

$$\frac{1}{2088} \quad \text{or} \quad \frac{1}{261 \times 8}$$

Section 6.

- a. The distribution and equalization of overtime shall be in accordance with the FDNY Standard Operating Guideline No. 700-12 (Distribution of Overtime Procedures), dated June 12, 2018.
- b. Employees covered by the overtime provisions of FLSA shall be required to follow daily time clock or sign in procedures. The periodic time report shall be in such form as is required by the Agency.

Section 7.

Employees recalled from home for overtime work, shall be guaranteed overtime in accordance with section 3 for at least four (4) hours, provided the employee works the four (4) hours and the compensated hours begin from the reporting location.

Section 8.

- a. Compensatory time shall be administered in accordance with FDNY Standard Operating Guideline No. 700-21 (Compensatory Time / Holiday Bank Time Approval Policy), dated November 5, 2018.
- b. For employees covered by the Fair Labor Standards Act, accrued compensatory time usage shall be charged in the following manner and order:
 - i. First, Pre FLSA Compensatory Time Bank
 - ii. Second, Post April 14, 1986 FLSA Compensatory Time Bank
 - iii. Third, Post April 14, 1986 non FLSA Compensatory Time Bank
- c. If compensatory time off is charged to an employee's Post April 14, 1986 FLSA Compensatory Time Bank and as a result the employee will not be able to take his/her accrued Post April 14, 1986 non-FLSA compensatory time within the four (4) month period provided in subsection 10(a) above, the period of time in which the equivalent amount of time in the Post April 14, 1986 non-FLSA Compensatory Time Bank which must be taken shall be extended in writing by the agency head an additional four months.

Section 9.

The Employer and the Union may agree to apply a variation of the overtime provisions of this Agreement.

Section 10.

Except in an emergency situation, when authorized and ordered by an agency head, or a designated representative, no employee shall be required to actually work more than one and one-half (1.5) consecutive normal work shifts in any twenty four (24) hour period.

ARTICLE VIII – TIME AND LEAVE

Section 1.

- a. All provisions of the Resolution approved by the Board of Estimate on June 5, 1956 on "Leave Regulations for Employees Who Are Under the Career and Salary Plan" (hereinafter "Leave Regulations") and amendments, and official interpretations relating thereto, in effect on the effective date of this Agreement and amendments which may be required to reflect the provisions of this Agreement shall apply to all employees covered by the Agreement.

Interpretations shall be defined as those rulings issued by the Commissioner of Citywide Administrative Services, pursuant to Section 6.6 of the Leave Regulations and which are printed in the official Leave Regulations.

This Section shall not circumscribe the authority of the Commissioner of Citywide Administrative Services to issue new interpretations subsequent to the effective date of this Agreement. Such new interpretations shall be subject to the grievance and arbitration provisions of this Agreement.

- b. **Annual leave allowance—Employees hired before September 1, 2004**

The annual leave allowance for Employees hired before September 1, 2004 in a title or agency covered by the Leave Regulations shall accrue as follows:

Years of Service	Monthly Accrual	Annual Allowance
Beginning of 15th year	18:00 hours	216:00 hours
Beginning with 8th year	16:40 hours	200:00 hours
Beginning with 5th year	13:20 hours	160:00 hours
First Year	10:00 hours	120:00 hours

- c. **Annual leave allowance-- Employees hired on or after September 1, 2004**

- i. Subject to subsection c(ii) below, the annual leave allowance for Employees newly hired on or after September 1, 2004 shall accrue as follows:

Years of Service	Monthly Accrual	Annual Allowance
Beginning with 17th Year	18:00 hours	216:00 hours
Beginning with 14th Year	16:40 hours	200:00 hours
Beginning with 13th Year	16:00 hours	192:00 hours
Beginning with 12th Year	15:20 hours	184:00 hours
Beginning with 11th Year	14:40 hours	176:00 hours
Beginning with 10th Year	14:00 hours	168:00 hours
Beginning with 9th Year	13:20 hours	160:00 hours
Beginning with 8th Year	12:40 hours	152:00 hours
Beginning with 7th Year	12:00 hours	144:00 hours
Beginning with 6th Year	11:20 hours	136:00 hours
Beginning with 5th Year	10:40 hours	128:00 hours
First Year	10:00 hours	120:00 hours

- ii. Notwithstanding subsection c(i) above, effective July 1, 2016, the annual leave allowance for Employees covered by this agreement who were hired on or after September 1, 2004 shall accrue as follows:

Years of Service	Monthly Accrual	Annual Allowance
Beginning of 15th year	18:00 hours	216:00 hours
Beginning with 8th year	16:40 hours	200:00 hours
Beginning with 5th year	13:20 hours	160:00 hours
First Year	10:00 hours	120:00 hours

Section 2.

- a. **Annual leave usage, accrual**

Annual leave shall be scheduled in accordance with existing procedures and the vacation chart.

Annual leave will accrue on a "Calendar Year" basis (May of the existing year through April of the following year). Accrual balance as of April of each year will consist of accruals from the prior 12-months, and will be used as the basis for scheduling annual leave during the "Leave Year", which will begin on May 1 of the current year and continue through April 30 of the following year. Annual leave accruals that are in excess of leave balances normally accrued within a 12-month period, and are in excess of the current year accrual by a least six months accrual may be used in units of six (6) hours, upon approval.

It shall be the policy of the employer to allow employees to use, during their current leave year, the amount of annual leave accruable during the last 12-month May through April Leave year, provided they have sufficient available leave balances. This provision shall be subject to the leave regulations referenced in "the 10 group/year vacation chart" and the needs of the agency. Exceptions to this policy shall be on a reasonable and case by case basis.

- i. The Vacation Chart, which contains a ten-year repeating cycle, is designed to permit members with a 27-day vacation allowance to receive 18 12-hour tours of annual leave. Members with 25 days allowance will receive 16 12-hour tours of annual leave plus 8 hours. Members with 20 days' vacation allowance will receive 13 12-hour tours of annual leave plus 4 hours. 12-Hour tours for members with less than 20 days allowance or accrual will be scheduled in accordance with direction from Headquarters.
- ii. Since the vacation chart could not be designed to encompass all the different vacation allowances, Chief Dispatchers shall compute the return date of each member's annual leave.
- iii. Vacation Letters for Fire Alarm Dispatchers have been allocated on a borough basis and Supervising Fire Alarm Dispatchers-I have been allocated on a citywide basis. Vacation Letters are used to follow the 10-year cycle of the Vacation Chart and shall be permanent for transferred personnel. Vacation Letters may be changed at the discretion of management for detailed personnel. Permanent Vacation Letters do not follow personnel transferred from one borough to another, and may be changed by Fire Department management for detailed personnel at the beginning of and during a Leave Year.
- iv. Vacation leaves shall be taken in conformance with the vacation chart, except for approved Vacation Mutual Exchanges.
- v. Mutual exchange will be permitted consistent with the exchange of either part of a vacation letter split.
- vi. Chief Dispatchers shall forward for approval by Headquarters properly completed Vacation Mutual Exchanges on the required forms. Requests shall be verified for accuracy and conformance to the vacation letter allocation chart for each of the two mutual participants. Headquarters will notify respective Chief Dispatchers of approval and/or denials.
- vii. No more than two (2) Fire Alarm Dispatchers from the 6-groups scheduled to work on each 12-hour tour shall be on leave simultaneously, except when scheduled vacations require exceeding the limitation of two dispatchers. The types of leaves may consist of any combination of annual or discretionary leaves with the restriction that if two persons are on scheduled vacations no compensatory time leave requests shall be approved.

In order to provide the necessary flexibility to maintain adequate staffing in the event of sick leaves or other emergencies, leave approval-except for scheduled vacations- may be limited to one Fire Alarm Dispatcher from the 6-groups scheduled to work on each 12-hour tour, for the duration of the emergency.

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

Section 3.

- a. Approved sick leave may be used in units of one (1) hour.
- b. Except as provided below, employees shall be credited with an eight hour day of sick leave per month. Approved sick leave may be used as it accrues.
 - i. For any employees newly hired on or after September 1, 2004, a maximum sick leave accrual of ten (10) 8-hour days per annum for the first five (5) years of service shall apply. At the beginning of the sixth year of service, the maximum sick leave accrual shall be twelve (12) 8-hour days per annum.

Section 4.

By June 1st of each year all employees shall be given an annual statement of all leave balances as of the preceding April 30th (sick leave, annual leave, compensatory time, holiday leave credits).

Section 5.

a. Use of Sick Leave

- i. Except as provided in Section 5(a)(ii), sick leave shall be used only for personal illness of the employee. Approval of sick leave in accordance with the Leave Regulations is discretionary with the agency and proof of disability must be provided by the employee, satisfactory to the agency within five (5) working days of the employee's return to work. However, the employer may request proof of disability when an employee has been on sick leave for five or more consecutive working days. Such proof satisfactory to the agency must be submitted within five working days of such request.

ii. Use of Sick Leave for Care of Ill Family

- (1) Notwithstanding the provisions of Section 5(a)(i), effective September 1, 2004, employees may use three (3) days per year from their sick leave balances for the care of ill family members.
- (2) Approval of such leave is discretionary with the agency and proof of disability must be provided by the employee satisfactory to the agency within five (5) working days of the employee's return to work.
- (3) Effective September 1, 2004, the use of sick leave for care of ill family members shall be limited to a maximum of one-fourth (1/4) of the amount of sick leave hours accruable by an eligible employee during the current leave year or one-fourth (1/4) of the sick leave hours accruable by a full time employee in the same title during a leave year, whichever is less. Approved usage of sick leave for care of ill family members may be charged in units of one (1) hour.
- (4) Family member shall be defined as: spouse; natural, foster or step parent; child, brother or sister; father-in-law; mother-in-law; any relative residing in the household; and domestic partner, provided such domestic partner is registered, pursuant to the terms set forth in the New York City Administrative Code Section 3-240 et seq.

- b. The provisions of Section 5(a) above notwithstanding, the agency may waive the requirement for proof of disability unless:

- i. An employee requests sick leave for more than three (3) consecutive work days; or
- ii. An employee uses undocumented sick leave more than five (5) times in a "sick leave period." Employees hired during a "sick leave period" shall be subject to the terms of this subsection commencing with the next complete "sick leave period"; or
- iii. An employee uses undocumented sick leave more than four (4) times in a "sick leave period" on a day immediately preceding or following a holiday or a scheduled day off. Employees hired during a "sick leave period" shall be subject to the terms of this subsection commencing with the next complete "sick leave period."

- c. For the purposes of Sections 5(b)(ii) and 5(b)(iii) above, the calendar year shall be divided into two (2), six (6)-month "sick leave periods." They shall be: (1) January 1 to June 30, inclusive; and (2) July 1 to December 31, inclusive. An employee who exceeds the allowable number of undocumented absences in any "sick leave period", pursuant to Sections 5(b)(ii) and 5(b)(iii) above shall thereafter, commencing with the next "sick leave period," be required to submit medical documentation, satisfactory to the agency head, before further sick leave may be approved. The requirement for such documentation shall continue in effect until the employee has worked a complete "sick leave period" without being on sick leave more than two (2) times.

- d. For the purposes of this Section 5 "one time" shall mean the consecutive use of one half (1/2) or more work days for sick leave. Sick leave taken in units of less than one half (1/2) work day shall be counted as "one time" on sick leave when the cumulative total of such sick leave amounts to one half (1/2) day.

- e. The provisions of Section 5(b) above notwithstanding, the agency shall have the discretion to waive the medical documentation required, pursuant to Sections 5(b)(ii), 5(b)(iii) and 5(c), for employees who have completed their third year of employment and thereafter have a current sick leave balance commensurate with the number of years of employment as follows:

Years of Employment	Sick Leave Balance	Years of Employment	Sick Leave Balance
3 years	21 days	7 years	49 days
4 years	28 days	8 years	56 days
5 years	35 days	9 years	63 days
6 years	42 days	10 years or more	70 days

- f. It is not the intent of Sections 5(b) and 5(e) for an agency to regularly require proof of disability under normal circumstances.
- g. Any employee who anticipates a series of three (3) or more medical appointments, which will require a repeated use of sick leave in units of one day or less shall submit medical documentation indicating the nature of the condition and the anticipated schedule of treatment. Sick leave taken, pursuant to said schedule of treatment shall be deemed documented.
- h. The medical documentation required by this Section shall be from a health practitioner licensed by the state in which she/he practices to diagnose and certify illness or disability. When an employee has been recommended for relief from duty by a medical practitioner acting in behalf of the Employer's Health Service, the time granted shall be considered documented sick leave for the day of the relief from duty only, unless otherwise specified by the Employer's practitioner.

Section 6.

The number of sick leave allowance days permitted to accumulate shall be unlimited.

Section 7.

- a. An employee's annual leave shall be changed to sick leave during a period of verified hospitalization. When an employee is seriously disabled but not hospitalized while on annual leave, after the employee submits proof of such disability which is satisfactory to the agency head, such leave time may be charged to sick leave and not to annual leave at the employee's option.
- b. Employees on approved sick leave who have exhausted their sick leave balances shall be placed on annual leave unless otherwise requested in writing for the duration of that absence, subject to continued proof of disability satisfactory to the agency.

Section 8.

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

Section 9.

Notwithstanding anything to the contrary contained in the Time and Leave Rules which are incorporated by reference therein, and in lieu thereof, the Fire Department shall promulgate a ten (10) year/Letter vacation chart for Fire Alarm Dispatchers and Supervising Fire Alarm Dispatchers, Level I.

Section 10. Line of Duty Injury Due to Assault

Upon the determination by the head of an agency that an employee has been physically disabled because of an assault arising out of and in the course of the employee's employment, the agency head will grant the injured employee a leave of absence with pay not to exceed eighteen (18) months. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the head of the agency in writing that the employee's injury has been accepted by the Division as compensable under the Worker's Compensation Law, or if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law.

If a permanent employee who has five (5) years or more of service does not have sufficient leave credit to cover the employee's absence pending a determination by the Worker's Compensation Division of the Law Department, the agency head shall advance the employee up to forty five (45) calendar days of paid leave. In the event the Worker's Compensation Division of the Law Department does not accept the injury as compensable under the law or the Worker's Compensation Board determines that such injury is not compensable under such law, the employee shall reimburse the City for the paid leave advance.

If an employee is granted a leave of absence with pay, pursuant to this Section, the employee shall receive the difference between the employee's weekly salary and the employee's compensation rate without charge against annual leave or sick leave. The employee shall, as a condition of receiving benefits under this Section, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in the amount of the pay

received, pursuant to this Section and medical disbursements, if any, made by the Employer, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel. The injured employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the employee's agency, and when found fit for duty by the Worker's Compensation Board shall return to the employee's employment.

No benefits shall be paid while an employee is suspended pending disciplinary action, or if an employee is subsequently found culpable of having commenced the assault or unnecessarily continuing the assault.

Benefits provided under this Section shall be in addition to but not concurrent with benefits provided under Section 7.0 and 7.1 of the Career and Salary Plan Leave Regulations.

Section 11. Line of Duty Injury Other than Assault

For employees who do not come under the provisions of Section 10 of this Article but who are injured in the course of employment, upon determination by the head of an agency that an employee has been physically disabled because of an injury arising out of and in the course of the employee's employment, through no fault of the employee, the agency head will grant the injured employee an extended sick leave with pay not to exceed three (3) months after all the employee's sick leave and annual leave balances have been exhausted. This additional leave must be taken immediately following the exhaustion of such balances. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the agency head in writing that the employee's injury has been accepted by the Division as compensable under the Worker's Compensation Law, or if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law. If an employee is granted extended sick leave with pay, pursuant to this Section, the employee shall receive the difference between the employee's weekly salary and the employee's compensation rate for the period of time granted. The employee shall, as a condition of receiving benefits under this Section, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in the amount of the pay and medical disbursements received, pursuant to this Section, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel. The injured employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the employee's agency, and when found fit for duty by the Worker's Compensation Board shall return to the employee's employment.

Benefits provided under this Section shall be in addition to but not concurrent with benefits provided under Sections 7.0 and 7.1 of the Career and Salary Plan Leave Regulations.

Section 12.

Within forty five (45) days of the receipt by the Worker's Compensation Division of the Law Department of a claim for Worker's Compensation, the City shall notify the claimant of the approval or disapproval of the claim.

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

Section 13.

Pursuant to Executive Order No. 34, dated March 26, 1971, "Regulations Governing Cash Payments for Accrued Annual Leave and Accrued Compensatory Time on Death of an Employee while in the City's Employ," if an employee dies while in the Employer's employ, the employee's beneficiary or if no beneficiary is designated, then the employee's estate, shall receive payment in cash for the following:

- All unused accrued annual leave to a maximum of fifty-four (54) days credit.
- All unused accrued compensatory time earned subsequent to March 15, 1968 and retained, pursuant to this Agreement, verifiable by official agency records, to a maximum of two hundred (200) hours.

Section 14.

If an employee dies during the term of this Agreement because of an injury arising out of and in the course of the employee's employment through no fault of the employee, and in the proper performance of the employee's duties, a payment of twenty five thousand dollars (\$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 same beneficiary designated for the purposes of Section 12 of this Article, or if no beneficiary is so designated, payment shall be made to the employee's estate.

Section 15.

If while in covered employment under the terms of this Agreement an employee dies, the Employer shall notify the beneficiary designated by the employee in the personnel folder as to what benefits may be available for the employee and as to where claims may be initiated for such benefits. If no beneficiary is designated, the public administrator of the county in which the employee last resided shall be notified.

The employing agency shall promptly notify the appropriate retirement system and request it communicate with the beneficiary designated in the system's records.

Section 16.

- a. Every employee is obligated to report for work as scheduled.
- b. Lateness shall be classified as "excused" or "not excused" and excused lateness shall not be charged against the employee. Lateness found by the agency head or the individual designated by the agency head to have been caused by unforeseen public transportation delays or other circumstances which arise after an employee leaves for work which cannot be anticipated (e.g. elevator breakdowns or private transportation breakdowns) which are beyond the ability of the tardy employee to control shall be excused. Such findings shall be reasonably made; and the tardy employee may be required to furnish proof satisfactory to the agency head of the cause of the lateness. A request for excusal shall not be unreasonably denied. A refusal to excuse a lateness may be appealed to the Commissioner of Labor Relations whose decision shall be final.
- c. Deduction for unexcused lateness shall be made on a minute for minute basis from any compensatory time standing to an employee's credit and then, if there is no such credited time, from the employee's annual leave balances.
- d. The City reserves the right and power appropriately and for just cause to discipline or to discharge an employee for excessive lateness.
- e. Contractual provisions or agency policies regarding lateness or excusal periods or lateness penalties inconsistent with the uniform lateness policy set forth in this Section shall be superseded by this Section 15.
- f. Latenesses caused by a verified major failure of public transportation, such as a widespread or total power failure of significant duration or other catastrophe of similar severity, shall be excused.
- g. The Agency will prepare contingency plans for operation during a major failure of public transportation which would cause disabled employees, as defined in the Americans with Disabilities Act, great difficulty in reaching their regular work location. Such plans will include, where practicable and productive, provisions assigning disabled employees to report to agency locations closer to their homes. Such plans shall also include provisions for excusal by the agency head of absences on an individual basis for disabled employees. Decisions of the agency head with respect to absences under such plans shall not be subject to the grievance procedure.

Section 17.

- a. Effective January 1, 1975, the terminal leave provision for all employees except as provided in subsections b. and c., below shall be as follows:

Terminal leave with pay shall be granted prior to final separation to employees who have completed at least ten (10) years of service on the basis of one (1) – 8 hour day of terminal leave for each two (2) - 8 hour days of accumulated sick leave up to a maximum of one hundred twenty (120) - 8 hour days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.

For Employees Hired on or After September 1, 2004:

- b. Terminal leave with pay shall be granted prior to final separation to employees who have completed at least ten (10) years of service on the basis of one (1) – 8 hour day of terminal leave for each three (3) – 8 hour days of accumulated sick leave up to a maximum of one hundred twenty (120) – 8 hour days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.
- c. In the case where an employee has exhausted all or most of the employee's accrued sick leave due to a major illness, the agency head, in the agency head's discretion, may apply two and one fifth (2 1/5) work days for each year of paid service as the basis for computing terminal leave in lieu of any other terminal leave. An employee's request for the application of this subsection shall not be unreasonably denied. The denial of an employee's request may be appealed solely to the Commissioner of Labor Relations.
- d. Where an employee has an entitlement to terminal leave and the

City's fiscal situation requires that employees who are terminated, laid off or retired be removed from the payroll on or before a specific date, because of budgetary considerations, the Employer shall provide a monetary lump sum payment for terminal leave in accordance with the provisions of Executive Order 31, dated June 24, 1975.

Section 18.

- a. A child care leave of absence without pay shall be granted to any employee (male or female) who becomes the parent of a child up to four years of age (or whose domestic partner registered, pursuant to the New York City Administrative Code Section 3-240 et seq.) becomes the parent of a child up to four years of age), either by birth or by adoption, for a period of up to forty eight (48) months. The use of this maximum allowance will be limited to one instance only. All other child care leaves of an employee shall be limited to a thirty six (36) month maximum.
- b. Prior to the commencement of child care leave, an employee shall be continued in pay status for a period of time equal to all of the employee's unused accrued annual leave and compensatory time (including FLSA compensatory time).
- c. Employees, who initially elect to take less than the forty eight (48) month maximum period of leave or the thirty six (36) months, may elect to extend such leave by up to two extensions, each extension to be a minimum of six (6) months. However, in no case may the initial leave period plus the one or two extensions total more than forty eight (48) months or thirty six (36) months.
- d. This provision shall not diminish the right of the Agency Head or the Personnel Director, as set forth in Rule 5.1 of the Leave Regulations, to grant a further leave of absence without pay for child care purposes.

Section 19.

- a. Bereavement leave shall be granted for the death of an employee's spouse; "domestic partner," as defined in the New York Administrative Code Section 1-112(21); natural, foster or step parent; child; brother or sister; father-in-law; mother-in-law; or other relative residing in the household.
- b. Effective November 26, 1999, bereavement leave shall be granted for the death of a grandchild.
- c. When a death in an employee's family occurs while the employee is on annual or sick leave, such time as is excusable for death in the family shall not be charged to annual or sick leave.

Section 20.

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

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

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

Section 21.

If at any time during the period of this Agreement the parties agree that it is impracticable to recruit for certain titles covered by this Agreement, the employer with the agreement of the Union may apply a variation of the provisions contained in Article VIII of this Agreement for those titles.

ARTICLE IX – HEALTH INSURANCE**Section 1.**

The existing Labor Management Health Insurance Policy Committee, with representation from the Municipal Labor Committee and from the Employer, for the purpose of consultation on policy only shall be continued.

Section 2.

- a. Retirees shall continue to have the option of changing their previous choice of Health Plans. This option shall be:
 - i. a one-time choice;
 - ii. exercisable only after one year of retirement; and
 - iii. exercisable at any time without regard to contract periods.

Such changes to a new plan shall be effectuated as soon as practicable but no later than the first day of the month three months after the month in which the application has been received by the New York City Employee Health Benefits Program.

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

Section 3.

If an employee has filed for any disability retirement and, prior to the approval of the application makes direct payment, pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA") to prevent discontinuation of the basic health insurance coverage, upon approval of the disability application the Employer shall request the basic health insurance carrier to reimburse the employee in the amount of the direct premiums paid by the employee which premiums were also paid by the Employer. The Employer shall upon request provide the employee with a letter to the carrier indicating the effective dates of coverage under the New York City Employee Health Benefits Program.

Section 4.

If an employee is laid off, on leave, or disabled, and has City contributions for basic health insurance discontinued, the Union may make direct COBRA payments on behalf of such employee to the New York City Employee Health Benefits Program carriers at 102 percent of the group rate for such coverage for a maximum period of thirty-six (36) months from the date of discontinuance.

Section 5

The Commissioner of Labor Relations and the Commissioner of Citywide Administrative Services will recommend to the New York City Employee Health Benefits Program that retirees be permitted to add dependents to such retirees' coverage under the New York City Employee Health Benefits Program on the same terms and conditions as active employees.

Section 6.

At the present time, the Employer is providing certain electronic data and other relevant information necessary for the administration of certain supplemental health and welfare plans. The cost of supplying such electronic data and information will be borne by the entity requesting same.

ARTICLE X – CAR ALLOWANCES

Section 1.

Employees who are receiving a per diem allowance in lieu of a mileage allowance for authorized and actual use of their own cars may elect reimbursement on a standard mileage basis. Such election shall be irrevocable.

Effective as of the dates set forth below, compensation to employees for authorized and required use of their own cars shall be at the indicated rate. There shall be a minimum guarantee of thirty (30) miles for each day of authorized and actual use. Said mileage allowance is not to include payment for the distance traveled from the employee's home to the first work location in a given day or from the last work location to the employee's home unless the employee is authorized and required to carry special equipment or materials which cannot feasibly be transported via mass transit.

Effective November 26, 1999 28¢ per mile

ARTICLE XI – PERSONNEL AND PAY PRACTICES

Section 1.

All regular paychecks of City employees shall be itemized to include overtime, additional wage benefits (including back pay), and differentials.

Section 2.

Upon transfer of a permanent employee from one agency covered by the sick leave and annual leave provisions of this Agreement to another agency so covered, or appointment of any employee to another agency so covered from an eligible list promulgated by the Commissioner of Citywide Administrative Services immediately following continuous City service, all sick leave and annual leave balances shall be transferred with the employee.

Section 3.

- a. When a transfer is accomplished with the consent of the employee, all compensatory time due for overtime worked shall be granted to the employee prior to the effective date of the transfer except where:
- i. the receiving agency agrees in writing to accept the transfer of these accrued compensatory time balances in whole or in part to its records,

- ii. or the employee requests in writing that these accrued compensatory time balances be converted to sick leave credits as of the date of the transfer.

Initiation of action to liquidate this compensatory time shall be the responsibility of the transferring employee.

- b. When an employee is subjected to a functional or involuntary transfer, all the employee's accrued compensatory time balances shall be transferred to the records of the receiving agency.
- c. When a current employee is appointed to another City agency from a list promulgated by the New York City Department of Citywide Administrative Services, all compensatory time shall be transferred to the records of the appointing agency.

Section 4.

- a. The Employer shall furnish identification cards to all employees who have served continuously for six (6) months.

Each employee who is a member of the New York City Employees' Retirement System (NYCERS) as of the effective date of this Agreement shall receive a Tax Pension Identification Card showing the name, withholding tax number, pension number, pension plan, and the date the last membership in the System began. Employees joining the NYCERS during the life of this Agreement shall be given a Tax Pension Identification Card when the employing agency is notified by the System of the date membership was granted and the pension number assigned. In the discretion of an agency head, the identification card required by subsection 4(a) above may be combined with the Tax Pension Identification Card.

- b. Lost cards shall be reported immediately and replaced at cost to the employee. Upon separation from service, an employee shall not receive the employee's final paycheck until the employee has returned the identification card issued, or has submitted an appropriate affidavit of loss.

Section 5.

Any employee who is promoted or who is affected by an individual change in title or rate of compensation of an adverse nature shall be notified in writing no later than two (2) weeks after the effective date of such promotion, change in title, or rate of compensation. Present agency agreements on this subject shall not be affected by this Section.

Section 6.

Consistent with, and subject to security requirements, paychecks shall be released on the preceding day as soon as possible after 3:00 P.M. for all employees who would not normally receive their paychecks during their working hours on the scheduled payday.

Section 7.

Agencies shall be authorized to establish and maintain imprest funds for the reimbursement to employees of all necessary carfare, telephone, automobile and meal expenses and such other types of expenses as the Comptroller may approve. The funds shall be administered in accordance with the rules and regulations of the Comptroller. Authorized carfare and telephone expenses shall be reimbursed within one month of submission of an appropriate claim for reimbursement.

Section 8.

- a. In the event of an overpayment to an employee which is agreed by both parties to be erroneous, the employer shall not make wage deductions for recoupment purposes in amounts greater than: 10% if the employee's gross pay is under \$17,500, 15% if the employee's gross pay is \$17,500 or over and under \$32,500, and 25% if the employee's gross pay is \$32,500 or more. In the event the employee disputes the alleged erroneous overpayment, the employee or the union, may appeal to the Office of Labor Relations ("OLR") within 20 days of a notice by the employer of its intent to recoup the overpayment and no deduction for recoupment shall be made until OLR renders a decision, which decision shall be final. Nothing contained above shall preclude the parties or affected individuals from exercising any rights they may have under law.
- b. Any recoupment shall be limited to the period up to six years prior to the commencement of such proceedings for recoupment.
- c. In lieu of wage deductions for recoupment purposes, the Employer may, with the consent of the employee, make deductions from the employee's annual leave or compensatory leave banks.

Section 9.

Any employee who is required to take a medical examination to determine if the employee is physically capable of performing the employee's full duties, and who is found not to be so capable, shall, as far as practicable, be assigned to in title and related duties in the same title during the period of the employee's disability. If a suitable position is not available, the Employer shall offer the employee any available

opportunity to transfer to another title for which the employee may qualify by the change of title procedure followed by the New York City Department of Citywide Administrative Services, pursuant to Rule 6.1.1 of the Personnel Rules and Regulations of the City of New York or by noncompetitive examination offered, pursuant to Rule 6.1.9 of the Personnel Rules and Regulations of the City of New York. If such an employee has ten (10) years or more of retirement system membership service and is considered permanently unable to perform all the duties of the employee's title and no suitable in title position is available, the employee shall be referred to the New York City Employee's Retirement System and recommended for ordinary disability retirement.

Section 10.

- a. Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred twenty (120) days after execution of the applicable 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 subsections 10(a) or 10(b) shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.00).

Section 11.

The Employer shall make every reasonable effort to provide adequate notice of employee salary garnishments.

Section 12.

No employee shall receive a lower basic salary rate following promotion than the basic salary rate received preceding the promotion.

Section 13.

The Employer shall not withhold entire paychecks when an employee has no leave balance to cover absences without pay, due to illness, up to a maximum of five (5) days, provided the affected employee has five (5) years of service as a member of the New York City Employee's Retirement System. Appropriate deductions shall be made in a subsequent paycheck. Employees with a negative leave balance shall not be covered by this Section.

Section 14.

The Employer shall distribute material describing pension benefits and provisions to all newly hired employees who are covered at the time of appointment by the employing Agency.

Section 15.

- a. If an employee's paycheck is lost by the Employer, the Employer shall secure a supplementary paycheck for the employee within three (3) working days after receipt of an affidavit by the employee stating that he/she has not received the lost check or any proceeds from it.
- b. If the paycheck of an employee who is already on payroll is withheld as the result of an error which is solely the fault of the Employer, the Employer shall make payment in (4) four working days except when the large effort of paying retroactive monies is involved.

Section 16.

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

- a. Employees who are summoned to the appropriate office of their agency shall be notified, whenever feasible, in writing at least two (2) work days in advance of the day on which the interview or hearing is to be held, and a statement of the reason for the summons shall be attached, except where an emergency is present or where considerations of confidentiality are involved.
- b. Whenever such an employee is summoned for an interview or hearing for the record which may lead to disciplinary action, the employee shall be entitled to be accompanied by a Union representative or a lawyer, and the employee shall be informed of this right. Upon the request of the employee and at the discretion of the Inspector General, the Inspector General may agree to the employee being accompanied by a lawyer and a Union representative. Such permission shall not be unreasonably denied. If a statement is taken, the employee shall be entitled to a copy.
- c. Wherever possible, such hearings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.

- d. This Section shall not alter the provisions of any existing unit Agreement which contains a more beneficial procedure.

Section 17.

- a. Upon the conclusion of an investigation conducted, pursuant to Executive Order 16, dated July 26, 1978, the summoned employee shall be entitled, upon request, to a copy of any sworn statement the employee has given to an Inspector General or the Inspector General's designee or representative.
- b. Upon the conclusion of an investigation conducted, pursuant to Executive Order 16, dated July 26, 1978, an employee who has been notified that he or she has been the subject of said investigation, shall, upon the employee's request, be advised of its disposition.

Section 18.

The certified Union shall be provided with a copy of the applicable personnel rules, regulations, policies and procedures as distributed by the agency.

Section 19.

At the time of the final approval of an agreement, the Employer shall notify NYCERS of an adjustment in compensation to be included in retirement benefits.

Employees who have retired or left employment for other reasons shall be paid negotiated increases, premium pay, shift differential, overtime, and any other monies due them as soon as possible.

Section 20. Notice of Major Renovations

Effective November 26, 1999, Agencies shall give the Union notice two weeks in advance of the commencement of any major renovation (i.e., funded through the Capital Budget) of an agency facility.

Section 21. Functional Transfers

- a. For the purposes of Article XVII, Section (1)(f) (Disciplinary Procedure for Provisional Employees), time served immediately prior to a functional transfer of a provisional employee in the employee's former agency shall count as time served in the employee's new agency.
- b. For the purposes of Article XVIII (Job Security), time served immediately prior to a functional transfer of a non-competitive or labor class employee in the employee's former agency shall count as time served in the employee's new agency.

Section 22. Conflict of Interest Board Submissions

When permitted by law, the Employer may withhold the final paycheck of an employee who is required by law to file a report with the Conflict of Interest Board upon the termination of employment until the employee has submitted such report.

Section 23. Direct Deposit

Effective August 10, 2021, the Employer may require that all newly hired employees be paid exclusively through direct deposit or electronic funds transfer. For employees on direct deposit, the employer may provide pay stubs electronically except where the employee has requested in writing to receive a printed pay stub.

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

ARTICLE XII - EVALUATIONS AND PERSONNEL FOLDERS

Section 1.

An employee shall be required to accept a copy of any evaluatory statement of the employee's work performance or conduct prepared during the term of this Agreement if such statement is to be placed in the employee's permanent personnel folder whether at the central office of the agency or in another work location. Prior to being given a copy of such evaluatory statement, the employee must sign a form which shall indicate only that the employee was given a copy of the evaluatory statement but that the employee does not necessarily agree with its contents. The employee shall have the right to answer any such evaluatory statement filed and the answer shall be attached to the file copy. Any evaluatory statement with respect to the employee's work performance or conduct, a copy of which is not given to the employee, may not be used in any subsequent disciplinary actions against the employee. At the time disciplinary action is commenced, the Employer shall review the employee's personnel folder and remove any of the herein described material which has not been seen by the employee.

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

Section 2.

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

ARTICLE XIII – CIVIL SERVICE, CAREER DEVELOPMENT**Section 1.**

When vacancies in promotional titles covered by this Agreement are authorized to be filled by the appropriate body and the agency with such vacancies decides to fill them, a notice of such vacancies shall be posted in all relevant areas of the agency involved at least five (5) working days prior to filling except when such vacancies are to be filled on an emergency basis. Present agency agreements on this subject shall not be affected by this Section.

Section 2.

- a. The duly certified union representative shall be given a copy of proposed changes in job specifications for any title certified to such union for its perusal at least seven (7) working days in advance of the final approval of such changes.
- b. Notice of final revisions shall be distributed to the agency and shall be posted in appropriate areas for thirty (30) days.

Section 3.

After promotion, if an employee is returned to his/her former title in accordance with existing Personnel Rules and Regulations of the City of New York, the employee may request of the Employer a conference to discuss the basis for the employee's return to the former title. The Employer's decision is neither arbitrable nor reviewable under the Civil Service Law.

Section 4.

An employee on a promotion list who is on a leave of absence without pay shall be notified prior to promotions being made past the employee's list number at the last address of record on file with the City Department of Citywide Administrative Services.

Time served by an employee in a higher assignment level of the employee's permanent title shall count towards the lock in of the employee's salary at a lower level of that title.

Section 5.

The hiring agency or Department of Citywide Administrative Services, as applicable, shall notify all eligibles at least one week in advance of scheduled hiring or promotional pools or interviews from civil service lists.

ARTICLE XIV – UNION RIGHTS**Section 1.**

- a. Where orientation kits are supplied to new employees, unions certified to represent such employees shall be permitted to have included in the kits union literature, provided such literature is first approved for such purpose by the Office of Labor Relations.
- b. The Employer shall distribute to all newly hired employees information regarding their union administered health and security benefits, including the name and address of the fund that administers said benefits, provided such fund supplies the Employer the requisite information printed in sufficient quantities.
- c. The Employer shall distribute information regarding the New York City Employee Health Benefits Program and enrollment forms to eligible employees prior to the completion of thirty (30) days of employment.

Section 2.

The certified union shall have reasonable access to its dues check off authorization cards in the custody of the Employer.

Section 3.

When an employee is promoted or reclassified to another title certified to the same union as the employee's former title, the dues check off shall continue uninterrupted. The Employer will issue an appropriate administrative instruction to all agencies to insure compliance with this Section.

Section 4.

When an employee returns from an approved leave of absence without pay, is reappointed or temporarily appointed from a preferred list to the same agency in the same title or in another title represented by the same certified union, any dues check off authorization in effect prior to the approved leave or the layoff shall be reactivated. The Employer

will issue an appropriate administrative instruction to all agencies to insure compliance with this Section.

Section 5.

The Employer shall furnish to a certified union, once a year between March 15 and July 1, a listing of employees by Job Title Code, home address when available, Social Security Number and Department Code Number, as of December 31st of the preceding year. This information shall be furnished to a certified union through the Municipal Labor Committee.

Section 6.

- a. Any certified union, for the purposes of this Agreement, which elects to participate in a separate segregated fund established, pursuant to applicable law, including Title 2 USC, Section 441b, to receive contributions to be used for the support of candidates for federal office shall have the exclusive right in conformance with applicable law to the checkoff for such political purposes in a manner as described in a supplemental agreement hereby incorporated by reference into this Agreement.
- b. Any eligible employee covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from the employee's wages for such purpose in an authorization form acceptable to the employer which bears the signature of the employee.
- c. A copy of the Summary Annual Report to the Federal Elections Commission ("FEC") of each fund shall be submitted by the appropriate participating union to the Comptroller and OLR at the time of its submission to the FEC.

ARTICLE XV – WELFARE FUND**Section 1.**

In accordance with the election by the Union, pursuant to the provisions of Article XIII of the 1995-2001 Citywide Agreement negotiated, pursuant to Section 1173-4.3 (a)(2) of the New York City Collective Bargaining Law recodified as Section 12-307 (a)(2) of the current New York City Collective Bargaining Law or its successor Agreement(s), the Welfare Fund provisions of that Citywide Agreement as amended or any successor(s) thereto shall apply to Employees covered by this Agreement.

Section 2.

The unions agree to provide welfare fund benefits to domestic partners of covered Employees in the same manner as those benefits are provided to spouses of married covered Employees.

Section 3.

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

Section 4.

The May 5, 2014 and June 28, 2018 Letter Agreements regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee will be attached as an Appendix and are deemed to be part of this collective bargaining agreement.

ARTICLE XVI – PRODUCTIVITY AND PERFORMANCE**Introduction**

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

Section 1. Performance Levels

- a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, to prepare work schedules and to measure the performance of each employee or group of employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on Employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.

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

Section 2. Supervisory Responsibility

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

Section 3. Performance Compensation

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

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

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 1. - Definition:

The term "Grievance" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of Employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open competitive rather than a promotional examination; and
- e. A claimed wrongful disciplinary action taken against a permanent Employee covered by Section 75(1) of the Civil Service Law upon whom the agency head has served written charges of incompetence or misconduct while the Employee is serving in the employee's permanent title or which affects the Employee's permanent status.
- f. A claimed wrongful disciplinary action taken against a provisional Employee who has served for two years in the same or similar title or related occupational group in the same agency.

Section 2.

The Grievance Procedure, except for grievances as defined in Sections 1d, 1e and 1f of this Article, shall be as follows:

Employees may at any time informally discuss with their supervisors a matter which may become a grievance. If the results of such a discussion are unsatisfactory, the employees may present the grievance at Step 1.

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1c, no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance.

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

STEP II—An appeal from an unsatisfactory determination at **STEP I** shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in **STEP I**. The appeal must be made within five (5) work days of the receipt of the **STEP I** determination. The agency head or designated representative, if any, shall meet with the Employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

STEP III—An appeal from an unsatisfactory determination at **STEP II** shall be presented by the employee and/or the Union to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the **STEP II** determination. The grievant or the Union should submit copies of the **STEP I** and **STEP II** grievance filings and any agency responses thereto. Copies of such appeal shall be sent to the agency head. The Commissioner of Labor Relations or the Commissioner's designee shall review all appeals from **STEP II** determinations and shall issue a determination on such appeals within fifteen (15) work days following the date on which the appeal was filed.

STEP IV—An appeal from an unsatisfactory determination at **STEP III** may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the **STEP III** determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance." The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Union and the Employer. The assigned arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue an award within 30 days after the completion of the hearing.

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement. The arbitrator's award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

Section 3.

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

Section 4.

In any case involving a grievance under Section 1e of this Article, the following procedure shall govern upon service of written charges of incompetence or misconduct:

STEP A – Following the service of written charges, a conference with such Employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at **STEP I** of the Grievance Procedure set forth in this Agreement. The Employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

If the Employee is satisfied with the determination in **STEP A** above, the Employee may choose to accept such determination as an alternative to and in lieu of a determination made, pursuant to the procedures provided for in Section 75 of the Civil Service Law. As a condition of accepting such determination, the Employee shall sign a waiver of the Employee's right to the procedures available to him or her under Sections 75 and 76 of the Civil Service Law.

STEP B (i) – If the Employee is not satisfied with the determination at **STEP A** above then the Employer shall proceed in accordance with the disciplinary procedures set forth in Section 75 of the Civil Service Law. As an alternative, the Union with the consent of the Employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement, including the right to proceed to binding arbitration, pursuant to **STEP IV** of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the Employee and the Union shall file a written waiver of the right to utilize the procedures available to the employee, pursuant to Sections 75 and 76 of the Civil Service Law or any other administrative or judicial

tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

STEP B (ii) – If the election is made to proceed, pursuant to the Grievance Procedure, an appeal from the determination of **STEP A** above, shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall review the grievance and shall issue a written reply to the Employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused Employee's employment.

STEP C – If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) work days.

STEP D – If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant may proceed to arbitration, pursuant to the procedures set forth in **STEP IV** of the Grievance Procedure set forth in this Agreement.

Section 5.

In any case involving a grievance under Section 1f of this Article, all terms of the "Disciplinary Procedure for Provisional Employees", including the expiration dates, as set forth in the agreements between DC 37 and the City of New York dated August 30, 2011 and April 27, 2018, appended to this agreement, shall govern.

Section 6.

A grievance concerning a large number of employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at **STEP III** of the grievance procedure. Such group grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits including time limits set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 7.

If a determination satisfactory to the Union at any level of the Grievance Procedure is not implemented within a reasonable time, the Union may re institute the original grievance at **STEP III** of the Grievance Procedure; or if a satisfactory **STEP III** determination has not been so implemented, the Union may institute a grievance concerning such failure to implement at **STEP IV** of the Grievance Procedure.

Section 8.

If the Employer exceeds any time limit prescribed at any step in the Grievance Procedure, the grievant and/or the Union may invoke the next step of the procedure, except that only the Union may invoke impartial arbitration under **STEP IV**.

Section 9.

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

Section 10.

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

Section 11.

a. Any grievance relating to a claimed improper holding of an open-competitive rather than promotional examination shall be presented in writing by the Employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil

Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.

- b. A grievance relating to the use of an open-competitive rather than promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the employer and the Union.

Section 12.

The grievance and the arbitration procedure contained in this Agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law.

Section 13. Expedited Arbitration Procedure.

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration, pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c. The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases, pursuant to mutual agreement by the parties. The following procedures shall apply:

i. Selection and Scheduling of Cases:

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 13 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

ii. Conduct of Hearings:

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.
- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount

any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.

- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
- (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

Section 14. FLSA Dispute Procedure

- a. Any dispute, controversy or claim concerning or arising out of the application or interpretation of the Fair Labor Standards Act ("FLSA Controversy") shall be submitted by a claimant in accordance with this section.
- b. Any FLSA Controversy must be presented in writing and in the form prescribed by the FLSA Panel no later than sixty days after the date on which such FLSA Controversy arose.
- c. *Wrongful Computation of Benefits*
 - i. Any FLSA Controversy arising out of a claimed wrongful computation of benefits shall be submitted by an employee in writing to the applicable agency head or designee for review and resolution. A copy shall also be submitted to the Office of Labor Relations and to the Union. The agency shall have thirty days to resolve the matter and issue a written decision; such period may be extended by mutual agreement of the parties.
 - ii. If the matter is not satisfactorily resolved at the agency level, the claimant may, within two weeks after receipt of the agency determination, appeal the matter to the FLSA Panel in writing.
- d. The FLSA Panel shall consist of a representative designated by the Municipal Labor Committee and a representative designated by the Commissioner of the Office of Labor Relations of the City of New York. The FLSA Panel shall establish appropriate forms and procedures to promptly review and resolve all FLSA Controversies submitted to it.
- e. Any FLSA Controversy arising out of the classification of a position or group of positions as exempt or non-exempt from the FLSA shall be submitted by an employee in writing to the FLSA Panel.
- f. The Panel shall take any steps necessary for a proper disposition of any FLSA Controversy and shall issue a written determination within sixty days following the date of submission thereof. The FLSA Panel's time may be extended by mutual agreement of the parties. The decision of the Panel shall be final.
- g. Notwithstanding the provisions of this Section 14, the submission of a dispute by an employee under this procedure shall not constitute a waiver of the employee's rights under the FLSA.

ARTICLE XVIII – JOB SECURITY

Section 1. General Layoff Provisions

Where layoffs are scheduled affecting full-time employees in competitive class, non-competitive class, and labor classes the following procedures shall be used:

- a. Notice shall be provided by the Office of Labor Relations to the appropriate union(s) not less than thirty (30) days before the effective dates of projected layoffs. Such notification(s) shall apply to all proposed layoffs and shall include a summary by layoff unit of the number of affected positions by title (including title code number and civil service status) and shall also include in addition to the above information the name, social security number, city start date, and title start date of each affected employee.

It is understood by the parties that such notice is considered to be preliminary and is subject to change during the 30 days' notice period. However, if new title(s) which were not part of the original notice are added to the proposed layoff notice or the number of employees in title(s) contained in the original notice is increased beyond the number in the original notice, an additional 30 days' notice will be given to the affected union(s) covering solely such additional title(s) or numbers, except, such additional 30 days' notice shall not apply to employees displaced by the "bumping" provisions mandated by the Civil Service Law or by appointments from special transfer, preferred, or other civil service lists. The parties may waive such additional notice by mutual consent.

- b. Within such 30-day period designated representatives of the Employer will meet and confer with the designated

representatives of the appropriate union with the objective of considering feasible alternatives to all or part of such scheduled layoffs, including but not limited to:

- i. the transfer of employees to other agencies with retraining, if necessary, consistent with Civil Service law but without regard to the Civil Service title,
 - ii. the use of Federal and State funds whenever possible to retain or re employ employees scheduled for layoff,
 - iii. the elimination or reduction of the amount of work contracted out to independent contractors, and
 - iv. encouragement of early retirement and the expediting of the processing of retirement applications.
- c. After meeting and conferring with the designated representatives of the union, the Employer shall have the right, when necessary, to transfer any employee, in lieu of layoff, from one agency to another provided such transfer is within title (and the employee meets all the legal requirements of the new position) and is being made without loss in pay, benefits, or seniority to the affected employee. The following procedure shall govern:
 - i. Volunteers in order of title seniority.
 - ii. Non-volunteers in order of title seniority among those who would otherwise have to be laid off in the agency from which the transfer is being made.

Section 2. Competitive Class Preferred Lists

- a. When a layoff occurs, the Employer shall provide to the bargaining representative a list of permanent competitive class employees who are on a preferred list with the original date of appointment utilized for the purpose of such layoff.
- b. A laid off employee who is returned to service in the employee's former title or in a comparable title from a competitive class preferred list, shall receive the basic salary rate that would have been received by the employee had the employee never been laid off, up to a maximum of two (2) years of general salary increases.

ARTICLE XIX – CLASS A UNIFORMS, UNIFORM ALLOWANCE, WORK APPAREL

Section 1. Class A Uniforms

- a. Effective May 15, 2017, the Fire Department of the City of New York shall be required to provide one (1) Class A uniform to all employees in covered titles represented by this *Agreement*.
- b. The uniform shall consist of one (1) of each of the following items:
 - dress coat;
 - dress cap and shield;
 - belt;
 - tie clasp;
 - dress trousers;
 - dress footwear;
 - short-sleeve dress shirt;
 - long-sleeve dress shirt;
 - neck tie; and
 - a pair of white gloves.
- c. The uniform shall be provided on a one-time basis to each member of the Union, except in the case of circumstances meriting replacement of one or more uniform items, at the discretion of the Fire Department.

Section 2. Uniform Allowance

- a. Effective November 23, 2009, there shall be a \$100 per annum uniform allowance paid to all employees in this *Agreement* who wear a uniform.
- b. Uniform allowance payments will be made to those employees who have completed six months of service in the applicable title. Those employees who have not completed six months of service or those on leave of absence without pay or restored to duty shall, upon completion of six months of service receive the uniform allowance payment. Absence without pay in excess of six days will advance the eligibility date by the number of days absent without pay.

Section 3. Work Duty Apparel

- a. Effective May 15, 2017, the Fire Department shall be required to provide each year the following work-duty apparel items, as specified below:
 - i. To all employees in the Fire Alarm Dispatcher title:
 - Four (4) work duty pants
 - Four (4) short-sleeve golf shirts
 - Four (4) long-sleeve shirts
 - Belt

- Work shoes
 - Sweatshirt; and
 - Collar Insignia
- ii. To all employees in the Supervising Fire Alarm Dispatcher title, at Levels 1 and 2:
- Four (4) work duty pants
 - Four (4) short-sleeve button-down shirts
 - Four (4) long-sleeve shirts
 - Belt
 - Work shoes
 - Sweatshirt; and
 - Collar Insignia

ARTICLE XX – BULLETIN BOARDS: EMPLOYER FACILITIES

The Union may post notices on bulletin boards in places and locations where notices usually are posted by the Employer for the Employees to read. All notices shall be on Union stationery, and shall be used only to notify Employees of matters pertaining to Union affairs. Upon request to the responsible official in charge of a work location, the Union may use Employer premises for meetings during Employees' lunch hours, subject to availability of appropriate space and provided such meetings do not interfere with the Employer's business.

ARTICLE XXI – NO STRIKES

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

ARTICLE XXII – UNION ACTIVITY

Section 1.

Time spent by employee representatives in the conduct of labor relations with the City and on Union activities shall be governed by the terms of Executive Order No. 75, as amended, dated March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and Its employees and on Union Activity" or any successor thereto ("Executive Order 75").

Section 2.

Effective May 15, 2017, 47 additional 12-hour days per year (564 hours) of paid release time will be available for use by designated Union representatives. The release time days shall be used in a manner consistent with Executive Order 75, and approval for the use of these days shall be subject to the operational needs of the employing agency. A Union member working a 12-hour schedule who is approved for a full day of release time shall be charged for twelve (12) hours of release time. Use of release time for less than a full 12-hour tour will be charged hour for hour.

ARTICLE XXIII – LABOR-MANAGEMENT COMMITTEE

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE XXIV – FINANCIAL EMERGENCY ACT

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

ARTICLE XXV – APPENDICES

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

ARTICLE XXVI – SAVINGS CLAUSE

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

WHEREFORE, we have hereunto set our hands and seals this 2nd day of November, 2022.

FOR THE CITY OF NEW YORK:

FOR THE UNIFORMED FIRE ALARM DISPATCHERS BENEVOLENT ASSOCIATION:

BY _____ /s/ _____ BY _____ /s/ _____

RENEE CAMPION FAYE SMYTH
Commissioner of Labor Relations President

APPROVED AS TO FORM:

BY _____ /s/ _____
ERIC EICHENHOLTZ
Acting Corporation Counsel

UNIT: Fire Alarm Dispatcher, et al.

TERM: January 1, 2018 through July 31, 2021

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

Faye Smyth, President
Uniformed Fire Alarm Dispatchers Benevolent Association, Inc.
139 Fulton Street, Room 318
New York, NY 10038

RE: 2018-2021 UFADBA Agreement

Dear Ms. Smyth:

This is to confirm our mutual understanding and agreement regarding the above Agreement which was negotiated in the context of the April 15, 1986 effective date for the application of the Fair Labor Standards Act (FLSA) to State and Local governments:

Notwithstanding the provisions of the FLSA, Supervising Fire Alarm Dispatchers, Level I shall be compensated in the same manner as Fire Alarm Dispatchers for hours of work.

In the event that the FLSA is further modified by amendment, regulation or interpretation in a manner that impacts upon the costing of this Agreement, either party may reopen this Agreement for the limited and sole purpose of determining the cost impact of such modification under the above Agreement.

In the event that the Fire Department makes a change in the configuration of the work schedule which has more than a negligible impact upon the costing of this Agreement in light of the FLSA, the Union may reopen this Agreement for the limited and sole purpose of determining the cost impact of such modification under the above Agreement, and shall have the right to bargain on that impact.

In no event shall any such reopening result in a cost that exceeds the costs previously agreed upon.

Dispatcher Directive #84-7 (Revised) dated December 3, 1985, shall be amended in part to read:

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...

The availability of personnel on a city-wide basis will be the criterion upon which approval will be made. SFAD Level I requests will be approved to a level of one SFAD Level I below the scheduled citywide SFAD Level I manning for each tour. SFADs Level I on terminal leave will not be counted as part of the scheduled manning.

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

Very truly yours,
/s/
Renee Campion

Agreed and Accepted on behalf of UFADBA:

By: _____/s/
Faye Smyth, President

DISCIPLINARY PROCEDURE FOR PROVISIONAL EMPLOYEES” UPDATED

1. Purpose

New York State Civil Service Law, Article 4, Title B, §65 governs provisional appointments. The purpose of this agreement is to continue the disciplinary procedure for certain provisional employees in accordance with Section 65(5)(g) of the Civil Service Law, as amended by Chapter 467 of the Laws of 2016, so that such procedure will continue to apply during the timely submission, approval and implementation of a revised plan to reduce provisional appointments in accordance with Section 65(5)(c-3) of the Civil Service Law.

2. Eligibility Criteria

- a. The employee must have served for at least two (2) years in the same or similar title or related occupational group in the same agency without a break in service (see: below) of more than 31 days; and
- b. The employee must have been serving provisionally in such competitive class position on a full-time per annum or full-time per diem basis and assigned regularly to work the normal, full-time work week established for that title. (see: Attachment A for special provisions applicable to School Based Employees.)
- c. Prior provisional service followed by permanent service may not be aggregated with current provisional service (e.g. prior provisional service as a temporary or seasonal “step-up” followed by permanent service may not be counted towards meeting the service requirement in an employee’s current provisional position.)

The following unpaid time in excess of 31 days will not be deemed a break in service or be counted as service:

- (I) for maternity/childcare leave:
- (II) for military leave:
- (III) jury duty:
- (IV) for union business, pursuant to Executive Order 75:
- (V) while pending workers’ compensation determination:
- (VI) while on workers’ compensation option 2:
- (VII) due to illness or exhaustion of paid sick leave; and
- (VIII) due to family illness

3. Exceptions

- a. No provisional employee shall be deemed to be permanently appointed under any circumstances, nor shall this disciplinary procedure be deemed to preclude removal of any provisional employee as a result of the establishment of, or appointment from, an appropriate eligible list, or in accordance with any other provision of law.
- b. Notwithstanding the provisions in Section 2, Eligibility Criteria, above, this Disciplinary Procedure shall not be available to any employee appointed on a provisional basis to any position for which one or more appropriate eligible lists have been established including but not limited to any list established, pursuant to a plan approved in accordance with NYS Civil Service Law Section 65(5).

4. Procedure

When a claimed wrongful disciplinary action has been taken against an eligible provisional employee (see: Eligibility Criteria), the following procedure shall govern upon service of written charges of incompetence or misconduct:

STEP A Following the service of written charges, a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in Article XV of this Agreement. The employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges

and shall issue a determination in writing by the end of the fifth day following the date of the conference.

STEP B(i)

If the employee is not satisfied with the determination at STEP A above, then the employee may choose to proceed in accordance with the Grievance Procedure set forth in Article XV of this Agreement through STEP III. The Union, with the consent of the employee, shall have the right to proceed to binding arbitration, pursuant to STEP IV of such Grievance Procedure. The period of 1111 employee’s suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

STEP B(ii)

An appeal from the determination or STEP A above shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee and the Union for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee’s employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip STEP C of this Section and proceed directly to STEP D.

STEP C

If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the Commissioner of Labor Relations in writing within ten (10) days of the determination of the agency head or designated representative. The Commissioner of Labor Relations shall issue a written reply to the grievant and the Union within fifteen (15) work days.

STEP D

If the grievant is not satisfied with the determination of the Commissioner of Labor Relations, the Union with the consent of the grievant may proceed to arbitration, pursuant to the procedures set forth in STEP IV of the Grievance Procedure set forth in Article XV of this Agreement.

The arbitrator’s decision, order or award (if any) shall be limited to the application and interpretation of the Agreement and the arbitrator shall not add to, subtract from or modify the Agreement. The arbitrator’s award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth in this Procedure and any applicable limitations of law.

5. Limitations on Arbitrator’s Award

Notwithstanding any inconsistent provision of this Procedure, when an eligible list exists for the title that the employee held provisionally, an Arbitrator shall not be empowered to order reinstatement or an employee.

This limitation shall not preclude a monetary remedy for any portion of the period covered from the implementation or the disciplinary penalty at issue in the grievance to the date of the establishment of an eligible list.

6. Expiration Date

This Disciplinary Procedure shall be deemed to have been in force and effect on and after the expiration date of the original Disciplinary Procedure for Provisional Employees, as approved on August 30, 2011, and shall expire on the earlier of the following:

- a. the expiration, final disapproval or termination of a revised plan to reduce provisional appointments submitted to the New York State Civil Service Commission in accordance with Section 65(5)(c-3) of the Civil Service Law;
- or

b. November I, 2018.

FOR THE CITY OF NEW YORK FOR DISTRICT COUNCIL 37, AFSCME, AFL-CIO

BY /s/ ROBERT W. LINN Commissioner of Labor Relations Date: BY /s/ HENRY GARRIDO Executive Director Date:

APPROVED AS TO FORM:

BY /s/ Eric Eichenholtz Acting Corporation Counsel Date

Attachment A School Based Employees

An employee of the Department of Health who is regularly and exclusively assigned to work at a Board of Education facility (hereinafter, "School Based Employee" or "SBE") shall be covered by the provisional disciplinary provisions set forth herein, provided that the following criteria are met:

- a. Such SBE must regularly work the listed full-time work week established for a per annum title set forth in Appendix A of the 1995-2001 Citywide Agreement during the customary school year without a break in service of more than 31 days. b. If such SBE is placed in unpaid status at the end of the customary school year, such period in unpaid status during the customary break between school years shall be deemed an authorized leave without pay and not considered a break in service, 1-lowerver, such authorized leave without pay during the break between customary school years shall not be creditable towards meeting the required two years of service required for provisional disciplinary rights. c. Such SBE, upon return to paid status from the break between customary school years, must continue to be assigned to regularly work on a full-time basis without a break in service of more than 31 days. d. If such SBE is assigned to work during all or part of the break between customary school years, such time in paid status shall count towards meeting the two year service requirement for provisional disciplinary rights provided such service is on a full-time basis. However, no part-time service rendered during such break between customary school years shall be creditable towards meeting the required two years of service required for provisional disciplinary rights, e. SBEs meeting the above criteria shall become eligible for the provisional disciplinary rights set forth herein when their aggregated full-time service during consecutive customary school years (inclusive of any full-time service rendered during the breaks between such consecutive customary school years) totals the required two years. Under typical circumstances, this would be expected to occur sometime during their third school year of employment.

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

Attachment C

April 26, 2018

David Paskin Director of Research and Negotiations District Council 37 125 Barclay Street New York, New York 10007

Re: Pending Provisional Employee Disciplinary Cases

Dear Mr. Paskin:

This letter confirms our mutual understanding and agreement concerning certain provisional employees on whose behalf grievances

alleging claimed wrongful disciplinary actions by the agency were filed prior to and/or subsequent to the Court of Appeals' decision in CSEA 1•, long Beach but which cases have been held in abeyance and have not progressed to arbitration.

In addition to the limitation set forth in Section 5 of the "Disciplinary Process for Provisional Employees" in determining a "back pay" award, if any, the arbitrator shall exclude the period of time from the date of the long Beach decision through January 28, 2008. An arbitrator may award "back pay" for the period subsequent to the affected employee's discipline/termination but prior the Court of Appends' decision in CSEA V long Long Beach (that is, May 1, 2007.) However, in no case may "back pay" be awarded for any period during which a provisional awarding employee was serving while an eligible list existed for the title the employee held provisionally. Moreover, in awarding backpay the Arbitrator must consider the efforts of the employee in mitigating his or her damages and must also offset any backpay award by any and all interim earnings, including unemployment compensation. In no event may an employee be awarded backpay in excess of one year's base salary for the position she held provisionally.

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

Very truly yours, /s/ Robert W. Linn

Agreed and Accepted on behalf of District Council 37

BY: /s/ David Paskin

The City of New York Office of Labor Relations 22 Cortlandt St, 14th Floor New York, NY 10007 http://nyc.gov/olr May 5, 2014 Harry Nespoli Chair, Municipal Labor Committee 125 Barclay Street New York, NY 10007

Dear Mr. Nespoli:

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

- 1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the \$65 funded from the Stabilization Fund, pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee. 2. Effective July 1, 2014, the Stabilization Fund shall convey \$1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of \$150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, \$ 60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. 3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions. 4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings. 5. The MLC agrees to generate cumulative healthcare savings of \$3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) \$400 million in Fiscal Year 2015; (ii) \$700 million in Fiscal Year 2016; (iii) \$1 billion in Fiscal Year 2017; (iv) \$1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than \$3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first \$365 million

of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first \$365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first \$365 million. Additional savings beyond \$1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.

6. The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans, Medicare Advantage, and the more effective delivery of health care.

7. Dispute Resolution

- a. In the event of any dispute under this agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.
- b. Such dispute shall be resolved within 90 days.
- c. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- d. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.
- e. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
- f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

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

Sincerely,

/s/

Robert W. Linn
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY /s/

Hary Nespoli, Chair

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

June 28, 2018

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

Dear Mr. Nespoli:

1. This is to confirm the parties' mutual understanding concerning the health care agreement for Fiscal Years 2019-2021:

- a. The MLC agrees to generate cumulative healthcare savings of \$1.1 billion over the course of New York City Fiscal Years 2019 through 2021. Said savings shall be generated as follows:
 - i. \$200 million in Fiscal Year 2019;
 - ii. \$300 million in Fiscal Year 2020;
 - iii. \$600 million in Fiscal Year 2021, and
 - iv. For every fiscal year thereafter, the \$600 million per year savings on a citywide basis in healthcare costs shall continue a recurring basis.
- b. Savings will be measured against the projected FY 2019-FY 2022 City Financial Plan (adopted on June 15, 2018)

which incorporates projected City health care cost increases of 7% in Fiscal Year ("FY") 2019, 6.5% in FY 2020 and 6% in FY 2021. Non-recurring savings may be transferrable with in the years FY 2019 through FY 2021 pursuant only to l(a)(i), l(a)(ii), l(a)(iii) above. For example:

- i. \$205 million in FY 2019 and \$295 million in FY 2020 will qualify for those years' savings targets under l(a)(i) and l(a)(ii).
 - ii. \$210 million in FY 2019, \$310 million in FY 2020, and \$580 million in FY 2021 will qualify for those years' savings targets under l(a)(i), l(a)(ii), l(a)(iii).
 - iii. In any event, the \$600 million, pursuant to 1 (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 GH! against the equalization payments from the City to the Stabilization Fund for FY 19, FY 20 and FY 21, unless otherwise agreed to by the City and the MLC. In order for this offset to expire, any savings achieved in this manner must be replaced in order to meet the recurring obligation under l(a)(iv) above.
 - d. The parties agree that any savings within the period of FY 2015 - 2018 over \$3.4 billion arising from the 2014 City/MLC Health Agreement will be counted towards the FY 2019 goal. This is currently estimated at approximately \$131 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries.
 - e. The parties agree that recurring savings over \$1.3 billion for FY 2018 arising under the 2014 City/MLC Health Agreement will be counted toward the goal for Fiscal Years 2019, 2020, 2021 and for purposes of the recurring obligation under 1(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 finalized¹ that amount shall be applied to Fiscal Years 2019, 2020, 2021 and to the obligation under l(a)(iv).

- 2. After the conclusion of Fiscal Year 2021, the parties shall calculate the savings realized during the 3 year period. In the event that the MLC has generated more than \$600 million in recurring healthcare savings, as agreed upon by the City's and the MLC's actuaries, such additional savings shall be utilized as follows:
 - a) The first \$68 million will be used by the City to make a \$ 100 per member per year increase to welfare funds (actives and retirees) effective July 1, 2021. If a savings amount over \$600 million but less than \$668 million is achieved, the \$100 per member per year (actives and retirees) increase will be prorated.
 - b) Any savings thereafter shall be split equally between the City and the MLC and applied in a manner agreed to by the parties.
- 3. Beginning January 1, 2019, and continuing unless and until the parties agree otherwise, the parties shall authorize the quarterly provision of the following data to the City's and MLC's actuaries on an ongoing quarterly basis: (i) 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 II).

The data shall include baseline data as well as data regarding the assumptions utilized in determining expected savings for comparison. The data described in this paragraph shall be provided, pursuant to a data sharing agreement entered into by the City and MLC, akin to prior data agreements, which shall provide for the protection of member privacy and related concerns, shall cover all periods addressed by this Agreement (i.e., through June 30, 2021 and thereafter), and

shall be executed within thirty days of the execution of this letter agreement.

- 4. The parties agree that the Welfare Funds will receive two \$100 per member one-time lump-sum payments (actives and retirees) funded by the Joint Stabilization Fund payable effective July 1, 2018 and July 1, 2019.
- 5. The parties recognize that despite extraordinary savings to health costs accomplished in the last round of negotiations through their efforts and the innovation of the MLC, and the further savings which shall be implemented as a result of this agreement, that the longer term sustainability of health care for workers and their families, requires further study, savings and efficiencies in the method of health care delivery. To that end, the parties will within 90 days establish a Tripartite Health Insurance Policy Committee of MLC and City members, chaired by one member each appointed by the MLC and the City, and Martin F. Scheinman, Esq. The Committee shall study the issues using appropriate data and recommend for implementation as soon as practicable during the term of this Agreement but no later than June 30, 2020, modifications to the way in which health care is currently provided or funded. Among the topics the Committee shall discuss:
 - a. Self-insurance and/or minimum premium arrangements for the HIP HMO plan.
 - b. Medicare Advantage- adoption of a Medicare Advantage benchmark plan for retirees
 - c. Consolidated Drug Purchasing- welfare funds, PICA and health plan prescription costs pooling their buying power and resources to purchase prescription drugs.
 - d. Comparability investigation of other unionized settings regarding their methodology for delivering health benefits including the prospect of coordination/cooperation to increase purchasing power and to decrease administrative expenses.
 - e. Audits and Coordination of Benefits- audit insurers for claims and financial accuracy, coordination of benefits, pre-65 disabled Medicare utilization, End Stage Renal Disease) PICA, and Payroll Audit of Part Time Employees.
 - f. Other areas- Centers of Excellence for specific conditions; Hospital and provider tiering; Precertification Fees; Amendment of Medicare Part B reimbursement; Reduction of cost for Pre-Medicare retirees who have access to other coverage; Changes to the Senior Care rate; Changes to the equalization formula.
 - g. Potential RFPs for all medical and hospital benefits.
 - h. Status of the Stabilization Fund.

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

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

- a) Such dispute shall be resolved within 90 days.
- b) The 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

BY _____ /s/

Harry Nespoll, Chair

• n29

MAYOR'S OFFICE OF CONTRACT SERVICES

■ NOTICE

Notice of Intent to Extend Contract(s) Not Included in FY 2023 Annual Contracting Plan and Schedule

NOTICE IS HEREBY GIVEN that the Mayor will be entering into the following extension(s) of (a) contract(s) not included in the FY 2023 Annual Contracting Plan and Schedule that is published, pursuant to New York City Charter § 312(a):

Agency: ACS

Vendor: University of Miami

Description of Services to be Provided: Training on using the Evidence Based Model provided to prevention contractors and some ACS Staff directly. The vendor will also monitor the prevention agencies to ensure fidelity, to the model and provide outcome related data to ACS.

Anticipated Procurement Method: Renewal

Anticipated New Start Date: 4/1/23

Anticipated New End Date: 3/31/26

Anticipated Modifications to Scope: None

Reason for Renewal/Extension: To maintain services

Job Titles: None

Headcounts: 0

• n29

Notice of Intent to Extend Contract(s) Not Included in FY 2023 Annual Contracting Plan and Schedule

NOTICE IS HEREBY GIVEN that the Mayor will be entering into the following extension(s) of (a) contract(s) not included in the FY 2023 Annual Contracting Plan and Schedule that is published, pursuant to New York City Charter § 312(a):

Agency: NYCDEP

Vendor: AARCO Environmental Services Corp.

Description of services: Services of Mobile Vector – Jet Flusher Machine for Sewer and Catch Basin cleaning with an operator and laborer, Citywide.

Anticipated Procurement Method: Time Extension

Anticipated New Start Date: 3/2/23

Anticipated New End Date: 9/1/23

Anticipated Modifications to Scope: No

Reason for Renewal/Extension: Continuation of Services

Job Titles: None

Headcounts: 0

• n29

CHANGES IN PERSONNEL

DEPARTMENT OF SANITATION
FOR PERIOD ENDING 09/02/22

NAME		TITLE	TITLE					
			NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
CATALANO	FRANK	S	70112	\$40622.0000	APPOINTED	NO	08/14/22	827
CHAMBERS	MEKI	K	10234	\$17.5000	RESIGNED	YES	08/14/22	827
CHAY	YIMLAI		10250	\$32567.0000	RESIGNED	NO	08/25/22	827
CHEN	JUNKANG		10232	\$24.7300	RESIGNED	YES	08/25/22	827
CHEN	KENNETH		10234	\$17.5000	RESIGNED	YES	08/21/22	827
CICIA	PHILIP	A	70112	\$40622.0000	APPOINTED	NO	08/14/22	827
COAKLEY	RYAN	C	70112	\$40622.0000	APPOINTED	NO	08/15/22	827
CODNER	KRAIG	C	92511	\$347.2000	DECEASED	NO	07/31/22	827
COOK	TERRANCE		70112	\$40622.0000	APPOINTED	NO	08/14/22	827
CORCORAN	ETHEL	H	95005	\$200000.0000	APPOINTED	YES	08/14/22	827
CORI	MATTHEW	P	70112	\$40622.0000	APPOINTED	NO	08/14/22	827

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Lists employees from DALIPOVIC to HAYNES.

DEPARTMENT OF SANITATION FOR PERIOD ENDING 09/02/22

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Lists employees from HEGARTY to MURPHY.

DEPARTMENT OF SANITATION FOR PERIOD ENDING 09/02/22

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Lists employees from NALWASKY to OREA.

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Lists employees from ORTEGA to STASKO.

DEPARTMENT OF SANITATION FOR PERIOD ENDING 09/02/22

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Lists employees from STOKES to WRIGHT-WALKER.

BUSINESS INTEGRITY COMMISSION FOR PERIOD ENDING 09/02/22

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Lists employees AMOS, RIVERA, SCHOENBLUM, SHEEHAN.

DEPARTMENT OF FINANCE FOR PERIOD ENDING 09/02/22

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Lists employees ALESCI to HARTMAN.

JACKMAN	MARY	C	95323	\$184250.0000	INCREASE	YES	07/03/22	836
JAPFEE	DARA	S	95005	\$184250.0000	INCREASE	YES	07/03/22	836
KOKEAS	MAUREEN		10020	\$184250.0000	INCREASE	NO	07/03/22	836
KUBE	GAVERIELL	E	30087	\$82137.0000	RESIGNED	YES	08/14/22	836
LOPEZ CEDENO	FRANCIEL	D	40523	\$64415.0000	RESIGNED	NO	08/17/22	836
MARSHALL	WILLIAM	F	82994	\$133882.0000	INCREASE	NO	07/03/22	836
MARTIN	DAVID	H	10124	\$54531.0000	RESIGNED	NO	07/31/22	836
MARTHUR	JOHN	A	10232	\$24.7300	RESIGNED	YES	08/18/22	836
MOMPOINT JR	JEAN	C	40202	\$104119.0000	INCREASE	NO	08/14/22	836
MOY	SHIRLEY		40202	\$104119.0000	INCREASE	NO	08/14/22	836
PARKER-CORTIJO	PAMELA		10026	\$184250.0000	INCREASE	NO	07/03/22	836
PASKUS	ROBERT		10050	\$184250.0000	INCREASE	NO	07/03/22	836
PATE	REGINA	R	10124	\$74249.0000	INCREASE	NO	08/14/22	836
QUINTOS	CARMELA		95328	\$184250.0000	INCREASE	YES	07/03/22	836
ROMANELLO	ROBERT	D	40202	\$104119.0000	INCREASE	NO	08/14/22	836
ROSS	DIEDRE	S	40202	\$104119.0000	INCREASE	NO	08/14/22	836
SAKOL	RACHEL	E	10232	\$24.7300	RESIGNED	YES	08/19/22	836
SAMDARSHI	PRISHA		10234	\$17.5000	RESIGNED	YES	08/07/22	836
SANTIAGO	NILSA	M	1002C	\$80000.0000	PROMOTED	NO	07/31/22	836
SAWH	RODNEY	R	40202	\$117117.0000	INCREASE	NO	08/14/22	836
SMITH	PETER		10050	\$180651.0000	INCREASE	YES	07/03/22	836
SNYDER	DEIRDRE	J	95321	\$184250.0000	INCREASE	YES	07/03/22	836
SU	ZIQUI		10232	\$24.7300	RESIGNED	YES	08/21/22	836
URENA BALDEMORA	ALYSHA		10232	\$24.7300	RESIGNED	YES	08/21/22	836
VAYNSHENKER	SVETLANA		30087	\$75000.0000	APPOINTED	YES	08/21/22	836
WANG	LIDONG		10232	\$24.7300	RESIGNED	YES	08/26/22	836

DEPARTMENT OF TRANSPORTATION
FOR PERIOD ENDING 09/02/22

NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
ADAMS JR	PETER	J	92511	\$347.2000	RESIGNED	NO	08/07/22 841
BRUNO	MONA	D	54738	\$74710.0000	APPOINTED	YES	08/14/22 841
BUFFALO-WRIGHT	TASHINA	G	10124	\$61015.0000	PROMOTED	NO	08/07/22 841
CAMPBELL	LORRAINE	A	56058	\$62215.0000	APPOINTED	YES	08/14/22 841
CHANG	SUNNY		40526	\$46700.0000	APPOINTED	NO	08/14/22 841
CUETO	DARWIN	G	91529	\$51524.0000	TERMINATED	NO	08/22/22 841
DOYLE	ESTEBAN	C	22316	\$67757.0000	APPOINTED	YES	08/21/22 841
FERNANDEZ	MEGAN	E	10209	\$17.3000	APPOINTED	YES	08/14/22 841
FUNCHESS II	ARTHUR	H	90910	\$51317.0000	RESIGNED	YES	08/14/22 841
FUNG	ELLA		13632	\$104579.0000	RETIRED	NO	08/18/22 841
GARCES AGUILAR	MARGARIT	D	10251	\$36390.0000	APPOINTED	NO	08/19/22 841
GIDDINGS	SHARLON	A	90692	\$54589.0000	INCREASE	YES	08/14/22 841
GRAJALES	ALBERT		92510	\$347.2000	RETIRED	NO	08/22/22 841
HART	ROSIA		10251	\$46019.0000	APPOINTED	NO	08/14/22 841
IRIZARRY	VICTOR	G	31626	\$72000.0000	RESIGNED	NO	08/21/22 841
KANHOYE	RAJIV		90692	\$22.7342	RESIGNED	YES	06/24/22 841
KURTZ	JOSEPH	H	22426	\$65640.0000	APPOINTED	NO	04/24/22 841
KUSAYEV	YURIY		11704	\$51865.0000	RETIRED	NO	08/18/22 841

LATE NOTICE

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 E-MAIL 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.



AGING

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on Thursday, December 8, 2022, at 10:00 AM. The Public Hearing will be held via Conference Call. **Call-in #: 1-646-992-2010, ACCESS CODE: 715 951 139.**

IN THE MATTER OF a proposed contract between the City of New York Department for the Aging and Henry Street Settlement located at 265 Henry Street, New York, NY 10002, to support senior services. The contract term shall be from July 1, 2022 to June 30, 2023 with no option to renew. The contract amount will be \$170,000.00. All CBs, Manhattan. E-PIN #: 12523L0126001.

The proposed contractor is being funded through City Council Discretionary Funds/Line Item Appropriation, pursuant to Section 1-02 (e) of the Procurement Policy Board Rules.

In order to access the Public Hearing and testify, please call **1-646-992-2010, ACCESS CODE: 715 951 139** no later than 9:55 AM. If you need further accommodations, please let us know at least five business days in advance of the Public Hearing via e-mail at DisabilityAffairs@mocs.nyc.gov or via phone at 1-212-298-0734.

◀ n29

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on Thursday, December 8, 2022, at 10:00 AM. The Public Hearing will be held via Conference Call. **Call-in #: 1-646-992-2010, ACCESS CODE: 715 951 139.**

IN THE MATTER OF a proposed contract between the City of New York Department for the Aging and BronxWorks, Inc. located at 60 East Tremont Avenue, Bronx, NY 10453, to support senior services. The contract term shall be from July 1, 2022 to June 30, 2023 with no option to renew. The contract amount will be \$548,441.00. All CBs, Bronx. E-PIN #: 12523L0174001.

The proposed contractor is being funded through City Council Discretionary Funds/Line Item Appropriation, pursuant to Section 1-02 (e) of the Procurement Policy Board Rules.

In order to access the Public Hearing and testify, please call **1-646-992-2010, ACCESS CODE: 715 951 139** no later than 9:55 AM. If you need further accommodations, please let us know at least five business days in advance of the Public Hearing via e-mail at DisabilityAffairs@mocs.nyc.gov or via phone at 1-212-298-0734.

◀ n29

HUMAN RESOURCES ADMINISTRATION

■ PUBLIC HEARINGS

CORRECTED NOTICE

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on Thursday, December 8, 2022, at 10:00 AM. The Public Hearing will be held via Conference Call. **Call-in #: 1-646-992-2010, ACCESS CODE: 715 951 139.**

IN THE MATTER OF a proposed contract between the Human Resources Administration of the City of New York and the contractor listed below, for the provision of **Accounts Maintenance Services**. The term of this contract will be from May 1, 2022 to April 30, 2023.

<u>Contractor/Address</u>	<u>E-PIN #</u>	<u>Amount</u>	<u>Service Area</u>
YMS Management Associates, Inc. 160 Broadway New York, NY 10038	06922N0149001	\$3,437,280.00	Citywide

The proposed contractor has been selected by Negotiated Acquisition Extension, pursuant to Section 3-04 (b)(2)(iii) of the Procurement Policy Board Rules.

A draft copy of the proposed contract is available for public inspection at the Human Resources Administration of the City of New York, Office of Contracts, 150 Greenwich Street, 37th Floor, New York, NY 10007, on business days, from November 25, 2022 to December 8, 2022, between the hours of 10:00 AM and 5:00 PM, excluding Saturdays, Sundays, and Holidays. If you need to schedule an inspection appointment and/or need additional information, please call (929) 221-6353 or 7305.

In order to access the Public Hearing and testify, please call **1-646-992-2010, ACCESS CODE: 715 951 139** no later than 9:55 AM. If you need further accommodations, please let us know at least five business days in advance of the Public Hearing via e-mail at DisabilityAffairs@mocs.nyc.gov or via phone at 1-212-298-0734.

◀ n29