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THE CITY RECORD

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PUBLIC HEARINGS AND MEETINGS

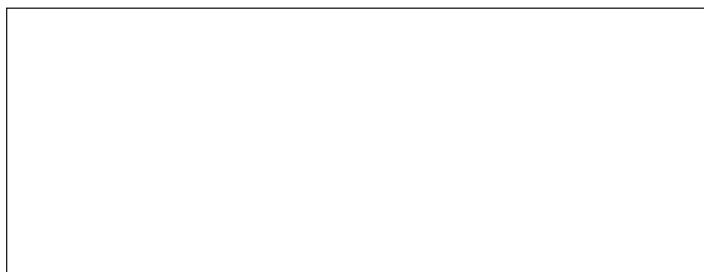
See Also: Procurement; Agency Rules

BOROUGH PRESIDENT - QUEENS

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Virtual Public Hearing, will be held by the Borough President of Queens, Donovan Richards, on **Thursday, February 3, 2022**, starting at 9:30 A.M. The public hearing will be streamed live, at www.queensbp.org.

Those who wish to testify may preregister for virtual speaking time,



by visiting, www.queensbp.org/landuse, and submitting their contact information through the preregistration link. After preregistering, the speaker will receive a confirmation email, with instructions on how to participate in the virtual public hearing. Preregistration for speaking time can also be arranged, by calling (718) 286-3000, between 9:00 A.M. to 5:00 P.M., prior to the date of the hearing.

Written testimony is welcome from those who are unable to testify virtually. All written testimony must be received by 5:00 P.M., on Thursday, February 3, 2022, and may be submitted by email, to planning@queensbp.org, or by conventional mail, sent to, the Office of the Queens Borough President, at 120-55 Queens Boulevard - Room 226, Kew Gardens, NY 11424.

CD Q01 – ULURP 220050 ZMQ – IN THE MATTER OF an application submitted by Eric Palatnik, on behalf of Agayev Holding LLC, pursuant to Sections 197-c and 201 of the New York City Charter, for an amendment of the Zoning Map, Section No. 9a:

1. changing from an R5 District to an M1-4/R7A District property bounded by Vernon Boulevard, 35th Avenue, 9th Street, and a line 175 feet southwesterly of 35th Avenue; and
2. establishing a Special Mixed Use District (MX-23) bounded by Vernon Boulevard, 35th Avenue, 9th Street, and a line 175 feet southwesterly of 35th Avenue;

Borough of Queens, Community District 1, as shown on a diagram (for illustrative purposes only), dated January 3, 2022, and subject to the conditions of CEQR Declaration E-645. (Related ULURP #220051 ZRQ)

CD Q01 – ULURP 220051 ZRQ – IN THE MATTER OF an application submitted by Eric Palatnik on behalf of Agayev Holding LLC, pursuant to Sections 197-c and 201 of the New York City Charter for a zoning text amendment, to designate the Project Area, as a Mandatory Inclusionary Housing (“MIH”) area, Borough of Queens, Community District 1, as shown on a diagram (for illustrative purposes only), dated December 21, 2021, and subject to the conditions of CEQR Declaration E-645. (Related ULURP #220050 ZMQ)

NOTE: Individuals requesting Sign Language Interpreters should contact the Borough President’s Office, (718) 286-2860, or email, planning@queensbp.org, no later than **FIVE BUSINESS DAYS PRIOR**

TO THE PUBLIC HEARING.

Accessibility questions: (718) 286-2860, by: Thursday, January 27, 2022, 4:00 P.M.



j27-f2

CITYWIDE ADMINISTRATIVE SERVICES

PUBLIC HEARINGS

DIVISION OF CITYWIDE PERSONNEL SERVICES
PROPOSED AMENDMENT TO CLASSIFICATION

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

A virtual public hearing will be held by the Commissioner of Citywide Administrative Services in accordance with Rule 2.6 of the Personnel Rules and Regulations of the City of New York via Microsoft Teams on February 14, 2022, at 10:00 A.M.

Microsoft Teams details:

Topic: Police Officer List Appropriation -- Public Hearing

Meeting Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWY5MGM5OGQtYzc2Zi00YmQ3LTg5NDEtNWQyMzQ3ZjU2ZGNg%40thread.v2?context=%7b%22Tid%22%3a%2232f56fc7-5f81-4e22-a95b-15da66513bef%22%2c%22Oid%22%3a%226424b690-9c6d-4046-97b9-cb6868382bed%22%7d

Phone number: 646-893-7101

Phone Conference ID: 331 027 744#

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

WHEREAS, the DCAS Commissioner has determined that it would be in the best interest of the Civil Service of the City of New York to make Police Officer (70210), Open Competitive, Exams No. 1802, 7326, 8339, 0320 and 2027 eligible lists appropriate for filling positions in the titles of School Safety Agent (60817) and Traffic Enforcement Agent (71651).

WHEREAS, this action is not a precedent for any future list for Police Officer (70210), unless specifically authorized by the Commissioner; Now therefore be it

RESOLVED, that it is hereby amended as follows:

I. The subject eligible lists are made appropriate for filling positions in the titles of School Safety Agent (60817) and Traffic Enforcement Agent (71651). This action is not a precedent for any future list for Police Officer (70210), unless specifically authorized by the Commissioner

1. Eligibles accepting an appointment as School Safety Agent (60817) or Traffic Enforcement Agent (71651) from the subject lists will remain on the respective open competitive list for Police Officer (70210), Exam Nos. 1802, 7326, 8339, 0320, or 2027.

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

Accessibility questions: DCAS Accessibility, (212) 386-0256, accessibility@dcas.nyc.gov, by: Friday, February 11, 2022, 5:00 P.M.



j31-f2

COMMUNITY BOARDS

PUBLIC HEARINGS

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

BOROUGH OF BROOKLYN

COMMUNITY BOARD NO. 01 – Tuesday, February 1, 2022, at 6:30 P.M., Community Board #1 Public Hearing, via WEBEX (While we cannot meet in person, we will be meeting virtually. Below are options for you to connect.) All persons who wish to speak or submit testimony, **MUST SIGN UP PRIOR** to the meeting by 2:00 P.M. **NOTE** --- All persons who wish to speak during the meeting --- Please see form: <https://www1.nyc.gov/site/brooklyn/b1/meetings/speaker-request-form.page>.

Meeting address for Attendees

<https://nycweb.webex.com/nycweb/j.php?MTID=mf8196f1c31fb317ab9537a1c6fa6eaab>

Meeting number: 2332 241 4572
Meeting Password: q3aYTP3YUt3
Audio conference: United States Toll New York
+1-646-992-2010

Access code : 2332 241 4572

PRESENTATION: Broadway Triangle (Application No. C 220209 HAK) - This is a public application by HPD requesting a UDAAP designation and disposition of City-Owned property, to facilitate the development of a new nine-story rental residential building with approximately 29 units of affordable housing, located at 29-31 Bartlett Street, located in CD 1 Williamsburg, Brooklyn. Presenters: Charlie Stewart, St. Nicks Alliance, Frank Lang, St. Nicks Alliance, Makeda Marshall-NeSmith, NYC Department of Housing Preservation and Development

Accessibility questions: CB#1, (718) 389-0009, bk01@cb.nyc.gov, by: Tuesday, February 1, 2022, 2:00 P.M.



j24-f1

HOUSING AUTHORITY

NOTICE

Because of the ongoing COVID-19 health crisis, and in relation to Chapter 1 of the Laws of 2022, the Audit & Finance Committee Meeting of the New York City Housing Authority, scheduled for Tuesday, February 8, 2022, at 10:00 A.M., will be limited to viewing the livestream or listening, via phone, instead of attendance in person.

For public access, 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>, or can be accessed, via Zoom, by calling 1 (877) 853-5247, and using Webinar ID: 853 0935 2862.

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

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

Copies of the Agenda will be available, on NYCHA's Website, no earlier than 24 hours before the upcoming Audit & Finance Committee Meeting. Copies of the draft Minutes will also be available, on NYCHA's Website, 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, via social media 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.

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

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

j28-f8

LANDMARKS PRESERVATION COMMISSION

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Title 25, Chapter 3 of the Administrative Code of the City of New York (Sections 25-303, 25-307, 25-308, 25-309, 25-313, 25-318, 25-320), on Tuesday, February 8, 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 Sasha Sealey, Community and Intergovernmental Affairs, at ssealey@lpc.nyc.gov, at least five (5) business days before the hearing or meeting. Please note: Due to the City's response to COVID-19, this public hearing and meeting is subject to change and/or cancellation.

922 Albemarle Road - Prospect Park South Historic District
LPC-22-03231 - Block 5112 - Lot 8 - **Zoning:** R1-2
CERTIFICATE OF APPROPRIATENESS

A free-standing house, designed by Benjamin Driesler and built in 1909. Application is to replace windows and install a skylight.

160 Marlborough Road - Prospect Park South Historic District
LPC-22-05801 - Block 5118 - Lot 13 - **Zoning:** R1-2
CERTIFICATE OF APPROPRIATENESS

A Mediterranean style house, designed by Robert Bryson and Carroll Pratt and built in 1905 with the porch enclosed c. 1951. Application is to modify window openings, replace windows and alter the roof.

39-38 45th Street - Sunnyside Gardens Historic District
LPC-22-04661 - Block 155 - Lot 78 - **Zoning:** R4
CERTIFICATE OF APPROPRIATENESS

A simplified Colonial Revival style rowhouse, designed by Clarence Stein and Henry Wright and built in 1926. Application is to install skylights.

259 Hollywood Avenue - Douglaston Historic District
LPC-19-36781 - Block 8046 - Lot 33 - **Zoning:** R1-2
CERTIFICATE OF APPROPRIATENESS

A vernacular Colonial Revival style house, designed by George J. Hardway and built in 1915. Application is to legalize modifications to the porch, a window opening and driveway; legalize the installation of windows and a fence, the removal of mature trees and shutters, and the construction of a retaining wall, all without Landmarks Preservation Commission permit(s), and legalize the construction of a deck in non-compliance with Landmarks Preservation Commission permit(s).

25 East 11th Street - Greenwich Village Historic District
LPC-22-05846 - Block 569 - Lot 31 - **Zoning:** R7-2
CERTIFICATE OF APPROPRIATENESS

A Greek Revival style rowhouse, built in 1842-1845. Application is to construct rear yard and rooftop additions, and alter the façade.

428 West 20th Street - Chelsea Historic District
LPC-22-01004 - Block 717 - Lot 7502 - **Zoning:** R7B
CERTIFICATE OF APPROPRIATENESS

An Italianate style residence, built in 1857. Application is to construct a rooftop addition.

44-54 9th Avenue and 351-355 West 14th Street - Gansevoort Market Historic District
LPC-22-06133 - Block 738 - Lot 1, 8 - **Zoning:** C6-2A
CERTIFICATE OF APPROPRIATENESS

A row of Greek Revival style rowhouses, with stores built c. 1845-46 and a row of Greek Revival style town houses, with stores built c. 1842-44. Application is to reconstruct facades.

541 Columbus Avenue (aka 61 West 86th Street) - Upper West Side/Central Park West Historic District
LPC-21-06610 - Block 1200 - Lot 1 - **Zoning:** R10A
CERTIFICATE OF APPROPRIATENESS

A Romanesque Revival style flats building, designed by John G. Prague and built in 1888-1889. Application is to replace ground infill.

21 East 63rd Street - Upper East Side Historic District
LPC-22-06084 - Block 1378 - Lot 113 - **Zoning:** C5-1
CERTIFICATE OF APPROPRIATENESS

A Beaux-Arts style rowhouse, built in 1900 and designed by Buchman and Fox and altered in 1980. Application is to remove the stoop, alter the ground floor and modify the areaway walls and ironwork.

j25-f7

PROPERTY DISPOSITION

CITYWIDE ADMINISTRATIVE SERVICES

■ SALE

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

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

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

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

f23-a4

HOUSING PRESERVATION AND DEVELOPMENT

■ PUBLIC HEARINGS

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

j5-d30

PROCUREMENT

"Compete To Win" More Contracts!

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

● Win More Contracts, at nyc.gov/competetowin

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

HHS ACCELERATOR PREQUALIFICATION

To respond to human services Requests for Proposals (RFPs), in accordance with Section 3-16 of the Procurement Policy Board Rules of the City of New York ("PPB Rules"), vendors must first complete and submit an electronic HHS Accelerator Prequalification Application using the City's PASSPort system. The PASSPort system is a web-based system maintained by the City of New York for use by its 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 SERVICES NAE - Negotiated Acquisition - Other - PIN#06822N0008 - Due 2-7-22 at 7:00 P.M.

ACS, intends to enter into a Negotiated Acquisition Extension with Valles Vendiola LLP, to provide Audit Services for the term of November 1, 2021 through October 31, 2022, in the amount of \$3,570,982.

Negotiated Acquisition Extension is the only way by which continuity of existing project work can be maintained.

j26-f2

ADMIN OPERATIONS

■ INTENT TO AWARD

Services (other than human services)

PREFERRED SOURCE CONTRACT FOR JANITORIAL SERVICES AT VARIOUS ACS LOCATIONS. - Required/Authorized Source - PIN#06821M0002 - Due 2-8-22 at 10:00 P.M.

ACS, intends to enter a Preferred Source Contract with New York State Industries for the Disabled [NYSID], to provide Janitorial Services, at 13 managed ACS Sites throughout the five boroughs.

j31-f7

FAMILY PERMANENCY SERVICES

■ INTENT TO AWARD

Human Services/Client Services

FOSTER CARE PRE-PLACEMENT CENTER INTENT TO AWARD - Negotiated Acquisition - Other - PIN#06822N0011 - Due 2-18-22 at 5:00 P.M.

In accordance with Section 3-04(b)(2)(i)(D)(iii) of the Procurement Policy Board Rules, the Administration for Children's Services (ACS), intends to enter into a negotiation acquisition extension contract with Sheltering Arms Children and Family Services for the provision of a Pre-Placement Reception Center. The term of the contract will be July 1, 2022 thru June 30, 2023. The proposed budget for this negotiated acquisition is a maximum of \$3,080,589. Any information concerning the provider's performance, as well as any other factors relevant, to the extension, may be expressed, by contacting Peter Pabon of the Office of Procurement, at Peter.Pabon@acs.nyc.gov.

j31-f4

AGING

■ AWARD

Human Services/Client Services

OLDER ADULT CENTER SERVICES - Competitive Sealed Proposals/Pre-Qualified List - PIN# 12521P0019082 - AMT: \$4,065,435.00 - TO: Sunnyside Community Services Inc., 43-31 39th Street, Sunnyside, NY 11104.

DFTA ID: C79

Older Adult Centers (OAC), provide an outlet aimed at socialization for community-dwelling older adults and prevent them from being isolated and disenfranchised. Older Adults engage in various programs and participate classes and activities including but not limited to art, music, dance, chronic disease self-management classes, nutrition workshops, benefits screenings, technology classes; recreational trips, transportation services; and congregate meals.

Sunnyside Community Services OAC Proposal # 1 - 43-39 39th Street, Sunnyside, NY 11104.

← fl

OLDER ADULT CENTER SERVICES - Competitive Sealed Proposals/Pre-Qualified List - PIN# 12521P0019092 - AMT: \$4,286,250.00 - TO: United Jewish Council of the East Side Inc., 465 Grand Street, New York, NY 10002.

DFTA ID: C85

Older Adult Centers (OAC), provide an outlet aimed at socialization for community-dwelling older adults and prevent them from being isolated and disenfranchised. Older Adults engage in various programs and participate classes and activities including but not limited to art, music, dance, chronic disease self-management classes, nutrition workshops, benefits screenings, technology classes; recreational trips, transportation services; and congregate meals.

UJC East Side - Lillian Wald OAC Center Proposal - 12 Avenue D, New York, NY 10009.

UJC East Side - Lunch Club OAC Submission - 15 Willett Street, New York, NY 10002.

← fl

OLDER ADULT CENTER SERVICES - Competitive Sealed Proposals/Pre-Qualified List - PIN# 12521P0019080 - AMT: \$1,868,844.00 - TO: Ridgewood Older Adult Center & Services Inc., 59-14 70th Avenue, Ridgewood, NY 11385-5654.

DFTA ID: C59

Older Adult Centers (OAC), provide an outlet aimed at socialization for community-dwelling older adults and prevent them from being isolated and disenfranchised. Older Adults engage in various programs and participate classes and activities including but not limited to art, music, dance, chronic disease self-management classes, nutrition workshops, benefits screenings, technology classes; recreational trips, transportation services; and congregate meals.

Ridgewood Older Adult Center & Services Inc. - 59-14 70th Avenue, Ridgewood, NY 11385

← fl

OLDER ADULT CENTER SERVICES - Competitive Sealed Proposals/Pre-Qualified List - PIN# 12521P0019057 - AMT: \$1,674,000.00 - TO: Ocean Bay Community Development Corp., 434 Beach 54th Street, Arverne, NY 11692.

DFTA ID: C53

Older Adult Centers (OAC), provide an outlet aimed at socialization for community-dwelling older adults and prevent them from being isolated and disenfranchised. Older Adults engage in various programs and participate classes and activities including but not limited to art, music, dance, chronic disease self-management classes, nutrition workshops, benefits screenings, technology classes; recreational trips, transportation services; and congregate meals.

Ocean Bay CDC Older Adult Center Proposal - 57 Shore Front Parkway, Queens, NY 11693.

← fl

COMPTROLLER

■ INTENT TO AWARD

Goods and Services

SHAREHOLDER RESEARCH CONSULTANT SERVICES - Negotiated Acquisition - Other - PIN#015-228-278-01 PC - Due 2-15-22 at 3:00 P.M.

In accordance with Section 3-04(b)(2)(iii) of the New York City Procurement Policy Board Rules, the New York City Comptroller Office (the "Comptroller's Office"), acting on behalf of the New York City Retirement Systems, is seeking to extend the existing Shareholder Research Consultant Services Agreement, with Glass, Lewis & Co., L.L.C. ("Glass Lewis") from January 1, 2022 to December 31, 2023. The Consultant provides Shareholder Research Services.

Vendors that are interested in expressing interest in similar procurements in the future, may contact, Yu Fen (Fannie) Moy, at ymoy@comptroller.nyc.gov. Expressions of Interest are due February 15, 2022, by 3:00 P.M. (ET).

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. Yufen Fannie Moy (212) 669-4009; ymoy@comptroller.nyc.gov

j28-f3

HOMELESS SERVICES

AWARD

Human Services/Client Services

TO DEVELOP & OPERATE A STAND-ALONE SAFE HAVEN FOR CHRONIC STREET HOMELESS SINGLE ADULTS AT 83 APOLLO STREET, BROOKLYN, NY 11222 - Competitive Sealed Proposals - Judgment required in evaluating proposals - PIN# 07122P0002001 - AMT: \$74,939,671.00 - TO: Common Ground Management d/b/a Breaking Ground Management, 505 8th Avenue, 15th Floor, New York, NY 10018.

Contract Term from 5/1/2022 thru 6/30/2030.

f1

HOUSING AUTHORITY

PROCUREMENT

SOLICITATION

Construction/Construction Services

ELEVATOR REHABILITATION AND MAINTENANCE AND SERVICE FOR TWO (2) ELEVATORS AT HYLAN HOUSES - Competitive Sealed Bids - PIN# RFQ# 340888 - Due 3-2-22 at 11:00 A.M.

RFQ Solicitation Timetable

Table with 3 columns: Event, Date, Time. Rows include Pre-Bid Site Visits (Feb 7, 2022) and Question and Answer Release Date (Feb 22, 2022, 2:00 P.M.).

- a. The release date of this RFQ is February 1, 2022.
b. A non-mandatory virtual Proposers' conference will be held on February 4, 2022 at 11:00 A.M., via Microsoft Teams.
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 February 14, 2022.
d. Bids are due March 2, 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.

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.

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. Quinsinetta Clark-Davis (212) 306-3063; quinsinetta.clark@nycha.nyc.gov

f1

HUMAN RESOURCES ADMINISTRATION

AWARD

Human Services/Client Services

PROVISION OF PERMANENT SUPPORTIVE CONGREGATION HOUSING FOR HASA CLIENTS - Competitive Sealed Proposals - Judgment required in evaluating proposals - PIN# 06922P0028001 - AMT: \$2,762,795.00 - TO: Lantern Community Services Inc., 494 Eighth Avenue, 20th Floor, New York, NY 10001.

Term: 7/1/2021 - 6/30/2026

f1

MASTER LEASING - 135TH STREET - Renewal - PIN# 06918N8230KXLR001 - AMT: \$8,143,025.00 - TO: Samaritan Daytop Village Inc., 138-02 Queens Boulevard, Briarwood, NY 11435.

f1

INTENT TO AWARD

Services (other than human services)

06922Y0092-ABIS MIGRATION SERVICE UPGRADE FOR IDNYC WINDOWS SERVERS-IDEMIA - Request for Information - PIN# 06922Y0092 - Due 2-3-22 at 2:00 P.M.

DSS/HRA, intends to enter into a Sole Source contract, with Idemia Identity & Security USA, LLC, to perform Automated Biometric Identification System (ABIS) migration, in the form of production and staging from IDNYC 2008 servers, to 2019 servers.

Idemia's main role is the provider of the ID card product and hardware that enrolls applications. Since the technology is their proprietary work, they are the only vendor capable of upgrading their own solution to support newer host operating systems of windows.

Any firm or organization which believes they can also provide this service is invited to respond to the RFI "06922Y0092-ABIS Migration service Upgrade for IDNYC Windows Servers-Idemia" on PASSPort. If you have any questions, please email "frazierjac@dss.nyc.gov" with the subject line "06922Y0092-ABIS Migration service Upgrade for IDNYC Windows Servers-Idemia".

j27-f3

PARKS AND RECREATION

REVENUE AND CONCESSIONS

SOLICITATION

Goods and Services

REQUEST FOR PROPOSALS FOR THE OPERATION AND MAINTENANCE OF A CAFE AT DAG HAMMARSKJOLD PARK, MANHATTAN. - Competitive Sealed Proposals - Judgment required in evaluating proposals - PIN# M203-C-SB-2021 - Due 3-11-22 at 3:00 P.M.

In accordance with Section 1-13 of the Concession Rules of the City of New York, the New York City Department of Parks and Recreation ("Parks") is issuing, as of the date of this notice a significant Request for Proposals ("RFP"), for the operation and maintenance of a cafe at Dag Hammarskjold Park, Manhattan.

There will be a recommended remote proposer meeting on Monday, February 7, 2022, at 12:00 P.M. If you are considering responding to this RFP, please make every effort to attend this recommended remote proposer meeting.

Subject to availability and by appointment only, we may set up a meeting at the proposed concession site, (Block #1339 & Lot #27), 47th street and First avenue in Dag Hammarskjold Park, Manhattan ("Licensed Premises").

All proposals submitted in response to this RFP must be submitted no later than Friday, March 11, 2022 at 3:00 P.M.

Hard copies of the RFP can be obtained at no cost, commencing Monday, January 31, 2022 through Friday, March 11, 2022, by contacting Phylcia Murray, Project Manager at (212) 360-3407, or at Phylcia.Murray@parks.nyc.gov.

The RFP is also available for download, on Monday, January 31, 2022 through Friday, March 11, 2022, on Parks' website. To download the RFP, visit <http://www.nyc.gov/parks/businessopportunities> and click on the "Concessions Opportunities at Parks" link. Once you have logged in, click on the "download" link that appears adjacent to the RFP's description.

For more information or to request to receive a copy of the RFP by mail, prospective proposers may contact Phylcia Murray, Project Manager, at (212) 360-3407 or at Phylcia.Murray@parks.nyc.gov.

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

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

Parks and Recreation, The Arsenal, 830 5th Avenue, New York, NY 10065. Phylcia Murray (212) 360-3407; phylcia.murray@parks.nyc.gov

j31-f11

REQUEST FOR PROPOSALS FOR THE OPERATION OF A CAFE AT PETER MINUIT PLAZA AT THE BATTERY, MANHATTAN

- Competitive Sealed Proposals - Judgment required in evaluating proposals - PIN# 2022-M5-PM-SB - Due 3-2-22 at 3:00 P.M.

The Battery Conservancy ("TBC") is issuing, as of the date of this notice, a Request for Proposals (RFP), for the operation of a cafe in the New Amsterdam Pavilion in Peter Minuit Plaza at The Battery, Manhattan. Peter Minuit Plaza, is the forecourt of Whitehall Terminal, where Staten Island ferry passengers embark and disembark.

There will be a recommended remote proposer meeting on Wednesday, February 9, 2022, at 11:00 A.M. If you are considering responding to this RFP, please make every effort to attend this recommended remote proposer meeting. Please join at:

<https://thebattery-org.zoom.us/j/82754316825?pwd=bEVFQUoyaHlIaVnLSUMyelnKVVJ5Zz09#success>

Meeting number: 82754316825 Password: 393348

Interested parties may also join the proposer meeting by telephone using the following information: 346-248-7799 Passcode: 393348

Subject to availability and by appointment only, we may set up a meeting at the proposed concession site which is located at Peter Minuit Plaza at The Battery.

All proposals must be submitted no later than Wednesday, March 2, 2022, at 3:00 P.M.

The RFP is available for download, commencing on Wednesday, January 26, 2022, on TBC's website. To download the RFP, please visit <https://www.thebattery.org/destinations/dining/>, and click on the "Peter Minuit Plaza RFP" link.

For more information, prospective proposers may contact Hope Cohen, Chief Operating Officer, at The Battery Conservancy, at (917) 409-3710, or hope.cohen@thebattery.org.

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

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

Parks and Recreation, The Battery Conservancy, ATTN: Hope Cohen, 1 Whitehall Street, 17th Floor, New York, NY 10004. Hope Cohen (917) 409-3710; hope.cohen@thebattery.org

Accessibility questions: (212) 504-4115, by: Wednesday, March 2, 2022, 3:00 P.M.



j27-f9

Services (other than human services)

ORCHARD BEACH MERCHANDISE RFB - Competitive Sealed Bids - PIN# X39-CSV2022 - Due 2-18-22 at 11:00 A.M.

In accordance with Section 1-13 of the Concession Rules of the City of New York, the New York City Department of Parks and Recreation ("Parks") is issuing, as of the date of this notice, a Request for Bids ("RFB") For the Operation of Three (3) Beach Equipment Rental and Merchandise Carts at Orchard Beach, Pelham Bay Park There will be a recommended remote proposer meeting on Thursday, January 27, 2022 at 11:00 P.M. If you are considering responding to this RFB, please make every effort to attend this recommended remote proposer meeting. All bids submitted in response to this RFB must be submitted no later than Friday, February 18, 2022 at 11:00 A.M. Hard copies of the RFB can be obtained at no cost, commencing January 27, 2022, through February 18, 2022 by contacting Angel Williams, Senior Project Manager at (212) 360-3495 or at Angel.Williams@parks.nyc.gov.

The RFB is also available for download, on January 27, 2022, through February 18, 2022, on Parks' website. To download the RFB, visit <http://www.nyc.gov/parks/businessopportunities> and click on the "Concessions Opportunities at Parks" link. Once you have logged in, click on the "download" link that appears adjacent to the RFB's description. For more information or if you cannot attend the remote Bidder meeting, prospective Bidders may contact Angel Williams, Senior Project Manager, at (212) 360-3495 or at Angel.williams@parks.nyc.gov.

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

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

Parks and Recreation, The Arsenal, Central Park, 830 Fifth Avenue, Room 407, New York, NY 10065. Angel Williams (212) 360-3495; angel.williams@parks.nyc.gov

j21-f3

RECORDS AND INFORMATION SERVICES

IT DIRECTOR/CIO

■ INTENT TO AWARD

Goods

86022Y0012-DT ATOM DIGITIZATION SYSTEM - Request for Information - PIN# 86022Y0012 - Due 2-16-22 at 2:00 P.M.

Department of Records & Information Services intends to enter into a sole source contract with Digital Transition for the printer, scanner, and scanner in our Archival unit. Any vendor who is capable of providing this goods and services to the NYC Department of Records and Information Services may express their interests in PASSPORT. Agency contact information Juliet Eke, Procurement Team, Department of Records, at procurement@records.nyc.gov. In you need assistance contact Mayor's Office of Contracts at, <https://mocsupport.atlassian.net/servicedesk/customer/portal/8>.

■ f1-8

TRANSPORTATION

HR/FACILITIES MANAGEMENT

■ SOLICITATION

Services (other than human services)

84122B0001-SANITARY WASTE WATER REMOVAL - Competitive Sealed Bids - PIN#84122B0001 - Due 3-1-22 at 11:00 A.M.

Disposal of Sanitary Waste Water and Maintenance of Equipment, at 32-11 Harper Street LL63 Plan ID: FY22NDOT192. The New York City Department of Department of Transportation (NYC DOT) is issuing a solicitation to obtain bids for a Contractor, to provide disposal of Sanitary Waste Water Removal, at 32-11 Harper Street for NYC Department of Transportation. Responses to this IFB must be submitted via PASSport. To access the IFB, vendors should visit the PASSport public Portal, at <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>. Click on the "Search Funding Opportunities in PASSport" blue box. Doing so will take one, to the public portal of all procurements in the PASSport system. To quickly locate the IFB, insert the EPIN, 84122B0001, in, to the Keyword search field. In order to respond, to the IFB, vendors must create an account within the PASSport system if they have not already done so.

A Pre-Bid Conference via ZOOM is scheduled for 2/11/22, at 11:00 A.M. Those who wish to attend, must email the authorized agency contact for a link no later than February 10, 2022 by 4:00 P.M. The deadline for the submission of questions via email is, 2/18/22 by 4:00 P.M., to the authorized agency contact person, Kathy Cornwall-Wilson-kornwallwilson@dot.nyc.gov. The bid due date (submission via PASSport) is 3/1/22 by 11:00 A.M. This procurement is subject to participation goals for Minority-Owned Business Enterprises (MBEs) as required by Section 6-129 of the New York Administrative Code. The M/WBE goal for this project is 30%. Any inquiries concerning this IFB should be directed by email, under the subject line "84122B0001 - Sanitary Waste Water Removal", to the email address of the Authorized Agency Contact, Kathy Cornwall-Wilson, at kornwallwilson@dot.nyc.gov, or through the PASSport communication function.

Pre-Bid Conference location - Virtual New York, NY 10041. Mandatory: no Date/Time - 2022-02-11 11:00:00

j31-f1

TRUST FOR GOVERNORS ISLAND

■ SOLICITATION

Services (other than human services)

ON-CALL DESIGN SERVICES - Request for Proposals - PIN# ONCALLDESIGN - Due 3-1-22 at 5:00 P.M.

The Trust for Governors Island ("The Trust"), is seeking to engage design consultants, to perform on-call design services for various projects including, but not limited to, master planning, building renovations, landscaping and site improvements, and maritime improvements located on Governors Island ("the Island") and the Battery Maritime Building ("BMB") at 10 South Street in Manhattan.

Firms who submit a response ("Submission") to this Request for Proposals ("RFP") will hereafter be referred to as "Proposer(s)". The successful Proposer(s) will be referred to as the "Consultant(s)".

The Categories of Design Services ("Categories" collectively or "Category" individually) to be performed include, but are not limited to:

1. Master Planning & Urban Design Services

Master planning and programmatic studies leading a diverse group of stakeholders:

- Historic district or Island-wide master plans, conceptual drawings, and renderings
- Public space planning
- Pedestrian, bicycle and vehicular circulation and planning
- Code/zoning studies and consulting
- Sustainability and resiliency infrastructure and improvements

2. Architectural Design Services

Design services for adaptive reuse, historic façade restoration, and major renovation projects of buildings within the Governor Island Historic District, as well as new construction opportunities:

- Feasibility and assessment reports (structural, MEP systems, ADA compliance)
- Programming studies for new facilities
- Design drawings and construction documents
- DOB filing and permitting (Alt 1, Certificate of Occupancy, TPA)
- LPC/SHPO presentations and approvals • Bidding and construction administration services
- Green building systems integration and design

3. Landscape Architecture/Civil Engineering/Maritime Engineering Services

Design services for public parks and open spaces, maritime infrastructure and coastal resilience:

- Park and public space improvements and amenity structures
- Recreation facilities (athletic fields, tennis bubbles, pools)
- On-site stormwater management (site drainage, grading, bioswales)
- Maritime infrastructure improvements (ferry landings, piers, wharf redevelopment and seawall improvements)

Note that each Proposer may provide services for one or more of the Categories of Design Services. Proposers need not specialize in all the services listed in each Category and should note and illustrate areas of their expertise in the proposal, as well as their general approach to providing those services.

Women and Minority-Owned Business ("M/WBE's") are strongly encouraged to respond to this RFP. Any proposing design firm must identify in its proposal whether it, or if applicable, any of the proposed subconsultants are M/WBE firms. Proposers are also encouraged, if applicable, to include M/WBE's as subconsultants.

Preference will be given to firms with demonstrated experience working with historic buildings, and to firms with demonstrated sustainability, resiliency, and green building design practices.

Subject to the responses to this RFP, The Trust may select multiple Proposers for each Category of Design Services. The Trust also reserves the right to select none or one Proposer for each Category of Services at its discretion.

The selected Proposer, once executed a successful 'Contract' (See Exhibit D for a Contract Template) will then be known as the 'Consultant(s)' will perform design services on a "When and Where" basis in accordance with the processes described in this RFP and in compliance with all applicable Legal Requirements. The anticipated Contract term for the

on-call services is for 3-years with 2 (two) 1-year extension options, at the Trust's option, up to a total Contract term of 5 (five) years.

The RFP is available to download at, <https://www.govisland.com/real-estate/rfps>.

A recommended Pre-Submission Conference, will be held via Zoom at 11:30 A.M., on February 2, 2022. Please email gibids@govisland.org, to receive a meeting invite. Any questions regarding this RFP must be emailed and received by The Trust no later than 5:00 P.M., on February 11, 2022. The Trust will evaluate the need to respond to inquiries. No verbal responses to questions will be provided, and any information given to a prospective Proposer will be furnished to all prospective Proposers as an addendum to the RFP (an "Addendum"). All questions must be directed to, gibids@govisland.org, with the RFP title in the subject line. Answers to all questions will be issued as an addendum by February 22, 2022.

All submissions must be delivered on or before the date and time specified above. Proposers shall deliver their digital proposals via email, to gibids@govisland.org, with a download link, with the RFP title in the subject line, or include the digital proposal on a flash drive with the two (2) bound hard copies to be delivered to: Battery Maritime Building, 10 South Street, Slip 7, New York, NY 10004. Attn: Hillary Zhao.

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.

Trust for Governors Island, 10 South Street, Slip 7, New York, NY 10007. Hillary Zhao (000) 000-0000; gibids@govisland.org

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AGENCY RULES

TRANSPORTATION

■ NOTICE

Notice of Public Hearing and Opportunity to Comment on Proposed Rules

What are we proposing? This proposed rule would amend sections 4-01 and 4-08 of Chapter 4 of Title 34 of the Rules of the City of New York ("34 RCNY") to introduce a new Pay-by-plate parking meter option by eliminating the need for using a receipt as proof of payment.

When and where is the hearing? The New York City Department of Transportation ("DOT") will hold a public hearing on the proposed rule online. Members of the public may access and participate in this hearing online or by telephone. The public hearing will take place on March 7, 2022 at 10am.

Join through Internet:

- To join the hearing via your browser, either click on the following URL link or copy and paste it into your browser's address bar.

Join Zoom Meeting
<https://zoom.us/j/97333040201?pwd=Qy9PZ3QvQVk3VVZTcDR6K3ZSbkFUT09>
 Meeting ID: 973 3304 0201
 Passcode: 972512

If you have low bandwidth or inconsistent Internet connection, we suggest you use the "Call-in" option for the hearing.

Join via phone only:

To join the meeting only by phone, use the following information to connect:

Phone: 1-646-518-9805 or 1-929-205-6099
 Access code: 973 3304 0201
 Password (if requested): 972512

How do I comment on the proposed rules? Anyone can comment on the proposed rules by:

- **Website.** You can submit comments to DOT through the NYC rules website, at <http://rules.cityofnewyork.us>.
- **Email.** You can email comments to rules@dot.nyc.gov.

- **Mail.** You can mail comments to David Stein, New York City Department of Transportation, 34-02 Queens Boulevard, 1st Floor, Long Island City, NY 11101.
- **Fax.** You can fax comments to David Stein at 646-892-5018.
- **By speaking at the hearing.** Anyone who wants to comment on the proposed rule at the public hearing must sign up to speak. You can sign up before the hearing by emailing rules@dot.nyc.gov by March 4, 2022 and including your name and affiliation. While you will be given an opportunity during the hearing to indicate that you would like to provide comments, we prefer that you sign up in advance. You can speak for up to three minutes.

Is there a deadline to submit written comments? The deadline for written comments is 5pm on March 7, 2022.

Do you need assistance to participate in the hearing? You must tell the DOT Office of the General Counsel if you need a reasonable accommodation of a disability during the hearing. You must tell us if you need a sign language interpreter. You can tell us by e-mailing, at rules@dot.nyc.gov. If you wish to receive a reasonable accommodation, you must do so by February 28, 2022.

Can I review the comments made on the proposed rules?

You can review the comments made online on the proposed rules by going to the website, at <http://rules.cityofnewyork.us/>. A few days after the hearing, a transcript or audio file of the hearing and copies of the written comments are available by submitting a Freedom of Information Law request electronically on the NYC OpenRecords Portal, at <https://a860-openrecords.nyc.gov/>.

What authorizes DOT to make this rule? Section 2903(a) of the New York City Charter (City Charter) authorizes DOT to make this proposed rule. This proposed rule was included in DOT's regulatory agenda for fiscal year 2022.

Where can I find DOT's rules? DOT's rules are in Title 34 of the RCNY.

What rules govern the rulemaking process? DOT must meet the requirements of Section 1043 of the City Charter when creating or changing rules. This notice is made according to the requirements of Section 1043(b) of the City Charter.

Statement of Basis and Purpose of Proposed Rule

The Commissioner of the New York City Department of Transportation ("DOT") is authorized to promulgate rules regarding parking and traffic operations in the City pursuant to Section 2903(a) of the New York City Charter. The rules that DOT is seeking to amend are contained within Chapter 4 ("Traffic Rules and Regulations") of Title 34 of the Rules of the City of New York.

DOT will be upgrading and retrofitting 14,500 parking meters citywide. These upgrades will convert the meters from Pay-and-display operation to a Pay-by-plate, eliminating the need for using a receipt as proof of payment. The person who is parking will need only to enter their license plate at the meter without the need to return to the vehicle to place a receipt. Further, Traffic Enforcement Agents will only need to enter the license plate rather than being required to spend time looking into the car for the receipt.

Local Law number 171 of 2021 was enacted on December 24, 2021, and goes into effect on February 22, 2022. This law amends Title 19 of the Administrative Code to authorize the use of pay-by-plate parking meters in addition to pay-and-display parking meters, and this proposed rule implements that authorization. These proposed rule changes would facilitate and enhance the enforcement and adjudication by the New York City Police Department and the Department of Transportation resulting from the adoption of such payment systems.

Specifically, the proposed amendments would be as follows:

- Section 4-01(b) would be amended by adding new definitions for "blockface", "credential", "parking field" and by amending the existing "parking meter" definition.
- Section 4-08(h) would be amended by adding a new option of using Pay-by-plate meters and by prohibiting transfer of parking time between blockfaces.

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

Section 1. Subdivision b of section 4-01 of Title 34 of the Rules of the City of New York is amended by adding the following terms and amending the definition of "parking meter," to read as follows:

- (b) *Definitions.* For purposes of this section, the following terms have the following meanings:

Blockface. The term "blockface" means that portion of the street along the curb on one side of a street which is between the boundaries of the corner area at either end of the block.

Credential. The term "credential" means any explicit approval from the Department or other authorized agency to park at a parking meter or other location, including, but not limited to, a record of payment or valid parking permit.

Parking field. The term "parking field" means any parking lot containing parking meters that is owned, operated and controlled by the city or its contractor and is available for public use. The term "parking field" does not include any parking lot operated by a City agency intended for exclusive use by such agency's employees or by the public to conduct business with such agency.

Parking meter. The term "parking meter" means [an electronic parking meter that dispenses timed receipts that must be displayed on the dashboard of a motor vehicle or in a visible and secure place on a motorcycle or as otherwise described within these rules] a device which accepts payment or a credential, including, but not limited to, a pay-and-display parking meter or a pay-by-plate parking meter.

Pay-and-display parking meter. The term "pay-and display parking meter" means an electronic parking meter that dispenses timed receipts that must be displayed on the dashboard of a motor vehicle or in a visible and secure place on a motorcycle.

Pay-by-plate parking meter. The term "pay-by-plate parking meter" means an electronic parking meter that requires entry of license plate information for proper registration of payment.

§ 2. Subparagraph (ii) of paragraph (1) of subdivision (h) of section 4-08 of Title 34 of the Rules of the City of New York is amended to read as follows:

(ii) Without displaying a payment receipt on the vehicle's dashboard or in a visible and secure place on a motorcycle, where such requirement is indicated by posted signs, unless such parking time was purchased through an authorized electronic communication device or a pay-by-plate parking meter as described in this section.

§ 3. Subparagraph (i) of paragraph (2) of subdivision (h) of section 4-08 of Title 34 of the Rules of the City of New York is amended to read as follows:

(i) Authorized payment methods. Parking meters must be activated by the insertion of coin(s) of United States currency, or by the insertion of an electronic debit card, credit card, Department issued parking card or by entry of license plate information or other credential or other authorized method of payment as described in this section. Parking at an on-street or off-street parking space controlled by a parking meter may also be paid for by an authorized electronic communication device as approved by the Department as described in paragraph (3) of this subdivision.

§ 4. Paragraphs (4) and (5) of subdivision (h) of section 4-08 of Title 34 of the Rules of the City of New York are amended to read as follows:

(4) [Transfer of parking time. A person who purchases parking time, via a payment receipt, at an on-street or off-street parking space controlled by a parking meter may, during the start and end time denoted on such payment receipt, park at:

- such on-street or off-street parking space;
- at any parking space regulated by a parking meter within the same parking area; or
- in another area regulated by a parking meter where the parking meter rate is the same as or less than the rate at the location where the parking time was purchased. This provision shall not apply when parking time is purchased via an authorized electronic communication device] Transferability of parking meter time. Parking time may only be utilized on the blockface for which it was purchased. Transfer of parking time between blockfaces is prohibited.

(5) [Parking at broken or missing parking meters.

(i) Where parking is controlled by a parking meter and such parking meter is broken or missing, the person seeking to purchase a parking receipt shall use a functional parking meter in the same parking field or on the same side of the block, to purchase a parking receipt in accordance with paragraph (1) of this subdivision.

(ii) If all parking meters in a parking field or on a block are missing or broken, a person shall be allowed to park in the parking field or on the block up to the maximum amount of time otherwise lawfully permitted by such parking meters in the controlled parking field or block]

Parking at broken or missing parking meters. If all parking meters in a parking field or on a blockface are missing or broken, a person shall be allowed to park in such parking field or on such blockface up to the maximum amount of time otherwise lawfully permitted by such parking meters in such parking field or blockface.

§ 5. Subparagraph (ii) of paragraph (3) of subdivision (i) of

section 4-08 of Title 34 of the Rules of the City of New York is amended to read as follows:

(ii) Without displaying a payment receipt on the vehicle's dashboard or in a visible and secure place on a motorcycle, where such requirement is indicated by posted signs, unless such parking time was purchased through an authorized electronic communication device or pay-by-plate parking meter as described in this section.

**NEW YORK CITY LAW DEPARTMENT
DIVISION OF LEGAL COUNSEL
100 CHURCH STREET
NEW YORK, NY 10007
212-356-4028**

**CERTIFICATION PURSUANT TO
CHARTER §1043(d)**

RULE TITLE: Amendment of Parking Meter Rules

REFERENCE NUMBER: 2022 RG 003

RULEMAKING AGENCY: Department of Transportation

I certify that this office has reviewed the above-referenced proposed rule as required by section 1043(d) of the New York City Charter, and that the above-referenced proposed rule:

- (i) is drafted so as to accomplish the purpose of the authorizing provisions of law;
- (ii) is not in conflict with other applicable rules;
- (iii) to the extent practicable and appropriate, is narrowly drawn to achieve its stated purpose; and
- (iv) to the extent practicable and appropriate, contains a statement of basis and purpose that provides a clear explanation of the rule and the requirements imposed by the rule.

/s/ STEVEN GOULDEN
Acting Corporation Counsel

Date: January 21, 2022

**NEW YORK CITY MAYOR'S OFFICE OF OPERATIONS
253 BROADWAY, 10th FLOOR
NEW YORK, NY 10007
212-788-1400**

**CERTIFICATION / ANALYSIS
PURSUANT TO CHARTER SECTION 1043(d)**

RULE TITLE: Amendment of Parking Meter Rules

REFERENCE NUMBER: DOT-65

RULEMAKING AGENCY: Department of Transportation

I certify that this office has analyzed the proposed rule referenced above as required by Section 1043(d) of the New York City Charter, and that the proposed rule referenced above:

- (i) Is understandable and written in plain language for the discrete regulated community or communities;
- (ii) Minimizes compliance costs for the discrete regulated community or communities consistent with achieving the stated purpose of the rule; and
- (iii) Does not provide a cure period because it does not establish a violation, modification of a violation, or modification of the penalties associated with a violation.

/s/ Francisco X. Navarro
Mayor's Office of Operations

January 24, 2022
Date

Accessibility questions: rules@dot.nyc.gov, by: Monday, February 28, 2022, 4:00 P.M.



SPECIAL MATERIALS

OFFICE OF COLLECTIVE BARGAINING

■ NOTICE

NOTICE OF REPRESENTATION PETITION

The New York City Office of Collective Bargaining has received the petition described below. The Board of Certification will conduct an investigation of this matter.

DATE: January 21, 2022 **DOCKET #:** VR-1688-22

FILED: Notice of Voluntary Recognition

DESCRIPTION: NYC Health + Hospitals seeks to voluntarily recognize Service Employees' International Union, Local 1199 as the bargaining representative of the following title, which it seeks to add to the Microbiologists bargaining unit, Certification No. CWR-23/67.

TITLE: **Point-of-Care Testing Coordinator – Ambulatory Care (Title Code No. 971300)**

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

BARGAINING REPRESENTATIVE: Service Employees' International Union, Local 1199
498 Seventh Avenue, 22nd Floor
New York, NY 10018

NOTICE OF REPRESENTATION PETITION

The New York City Office of Collective Bargaining has received the petition described below. The Board of Certification will conduct an investigation of this matter.

DATE: January 21, 2022 **DOCKET #:** VR-1689-22

FILED: Notice of Voluntary Recognition

DESCRIPTION: NYC Health + Hospitals seeks to voluntarily recognize International Brotherhood of Teamsters, Local 237, City Employees Union as the bargaining representative of the following title, which it seeks to add to the Public Information and Health Titles bargaining unit, Certification No. 62C-75.

TITLE: **Multimedia Producer (Title Code No. 908100)**

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

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

NOTICE OF REPRESENTATION PETITION

The New York City Office of Collective Bargaining has received the petition described below. The Board of Certification will conduct an investigation of this matter.

DATE: January 21, 2022 **DOCKET #:** VR-1690-22

FILED: Notice of Voluntary Recognition

DESCRIPTION: NYC Health + Hospitals seeks to voluntarily recognize Civil Service Technical Guild, Local 375, District Council 37, AFSCME, AFL-CIO, as the bargaining representative of the following title, which it seeks to add to the Engineering and Scientific bargaining unit, Certification No. 26-78.

TITLE: **Healthcare Engineering Technician, Levels I and II (Title Code Nos. 225710 and 225720)**

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

BARGAINING REPRESENTATIVE:
Civil Service Technical Guild, Local 375
District Council 37, AFSCME, AFL-CIO
125 Barclay Street, Room 510
New York, NY 10007

← fl

OFFICE OF LABOR RELATIONS

■ NOTICE

AGREEMENT entered into this 12th day of January, 2021, 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 Local 372, and District Council 37, A.F.S.C.M.E., AFL-CIO (hereinafter referred to as the “**Union**”), for the forty-four (44) month period from September 26, 2017 to May 25, 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:

			Incumbent			
			rate	Hired	Hired	
			hired after	between	between	
			6/30/86	7/1/85	7/1/84	Hired
		Hiring	w/ 1 year	-	-	before
		rate *	of service	6/30/86	6/30/85	7/1/84
Appt. Rate	\$12.38	\$12.61	\$12.95	\$13.17	\$13.42	
After 1 yr.	\$12.38	\$13.10	\$13.40	\$13.63	\$13.83	
After 2 yrs.		\$13.37	\$13.64	\$13.86	\$14.08	
After 3 yrs.		\$14.32	\$14.58	\$14.73	\$14.91	
	Level II **		\$15.75 (Flat Rate)			

b. Effective December 31, 2017

			Incumbent			
			rate	Hired	Hired	
			hired after	between	between	
	Level I		6/30/86	7/1/85	7/1/84	Hired

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, 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 the below listed title:

70205 School Crossing Guard

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.

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

Section 2.

Employees in the title School Crossing Guard shall be subject to the following specified hourly salary rates:

a. Effective September 26, 2017

		Hiring	w/ 1 year	-	-	before
		rate *	of service	6/30/86	6/30/85	7/1/84
Appt. Rate		\$13.50	\$13.50	\$13.50	\$13.50	\$13.50
After 1 yr.		\$13.50	\$13.50	\$13.50	\$13.63	\$13.83
After 2 yrs.			\$13.50	\$13.64	\$13.86	\$14.08
After 3 yrs.			\$14.32	\$14.58	\$14.73	\$14.91
	Level II **		\$15.75 (Flat Rate)			

c. Effective September 26, 2018

			Incumbent			
			rate	Hired	Hired	
			hired after	between	between	
			6/30/86	7/1/85	7/1/84	Hired
		Hiring	w/ 1 year	-	-	before
		rate *	of service	6/30/86	6/30/85	7/1/84
Appt. Rate		\$13.80	\$13.80	\$13.80	\$13.80	\$13.80
After 1 yr.		\$13.80	\$13.80	\$13.80	\$13.94	\$14.14
After 2 yrs.			\$13.80	\$13.95	\$14.17	\$14.40
After 3 yrs.			\$14.64	\$14.91	\$15.06	\$15.25
	Level II **		\$16.10 (Flat Rate)			

d. Effective December 31, 2018

			Incumbent			
			rate	Hired	Hired	
			hired after	between	between	
			6/30/86	7/1/85	7/1/84	Hired
		Hiring	w/ 1 year	-	-	before
		rate *	of service	6/30/86	6/30/85	7/1/84
Appt. Rate		\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
After 1 yr.		\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
After 2 yrs.			\$15.00	\$15.00	\$15.00	\$15.00
After 3 yrs.			\$15.00	\$15.00	\$15.06	\$15.25
	Level II **		\$16.10 (Flat Rate)			

e. Effective October 26, 2019

			Incumbent			
			rate	Hired	Hired	
			hired after	between	between	
			6/30/86	7/1/85	7/1/84	Hired
		Hiring	w/ 1 year	-	-	before
		rate *	of service	6/30/86	6/30/85	7/1/84
Appt. Rate		\$15.45	\$15.45	\$15.45	\$15.45	\$15.45
After 1 yr.		\$15.45	\$15.45	\$15.45	\$15.45	\$15.45
After 2 yrs.			\$15.45	\$15.45	\$15.45	\$15.45
After 3 yrs.			\$15.45	\$15.45	\$15.51	\$15.71
	Level II **		\$16.58 (Flat Rate)			

NOTE:

Rates are on a per hour basis.

* See Article III, Section 4 (New Hires).

**This level was established pursuant to September 23, 2016 agreement.

Section 3. Wage Increases.

a. General Wage Increase

i. The general wage increases, effective as indicated, shall be:

1. Effective September 26, 2017, Employees shall receive a general increase of 2.00%.
 2. Effective September 26, 2018, Employees shall receive an additional general increase of 2.25%.
 3. Effective October 26, 2019, Employees shall receive an additional general increase of 3.00%.
 4. Part-time per annum, part-time per diem Employees (including seasonal appointees), per session and hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 3, subsections a(i)(1)-(3) on the basis of computations heretofore utilized by the parties for all such Employees.
- ii. The increases provided for in Section 3(a)(i) above shall be calculated as follows:
1. The general increase in Section 3(a)(i)(1) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 25, 2017;
 2. The general increase in Section 3(a)(i)(2) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 25, 2018;
 3. The general increase in Section 3(a)(i)(3) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on October 25, 2019;
- iii.
1. The general increases provided for in this Section 3(a)(i)(1)-(3) shall be applied to the base rates, incremental salary levels, and the minimum "hiring rate" and "incumbent rate" and maximum rates (including levels), for the applicable titles.
 2. Effective October 26, 2019, the general increase provided for in this Section 3(a)(i)(3) shall be applied to "additions to gross." "Additions to gross" shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowance, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

Section 4. New Hires

- a. The appointment rate for an employee newly hired on or after September 26, 2017 and appointed at a reduced hiring rate shall be the applicable minimum "hiring rate" set forth in sections 2(a)-(e) of this Article III. On the two year anniversary of the employee's original date of appointment, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on such two year anniversary as set forth in sections 2(a)-(e) of this Article III.
- b.
 - i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(a)(iii)(1) of this Article III.
 - ii. Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- c. For the purposes of Sections 4(a) and 4(b), employees 1) who were in active pay status before September 26, 2017, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2(a)-(e) of this Article III:
 - i. Employees who return to active status from an approved leave of absence.
 - ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
 - iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or

who were subject to involuntary redeployment.

- iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
 - v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 - vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
 - vii. A provisional employee who is appointed directly from one provisional appointment to another.
 - viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article XVII of this Agreement.
- d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsection 4.

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. - Longevity Increment Agreement

- a. School Crossing Guards in assignment level I with 15 or more years of "City" service in pay status shall receive a longevity increment of 43 cents (\$0.43) per hour.
- b. School Crossing Guards in assignment level II with 15 or more years of "City" service in pay status shall receive a longevity increment of \$800 per annum.
- c. The rules for eligibility for the longevity increment described above in subsection 6a. and 6b. shall be set forth in Appendix A to this Agreement and are incorporated by reference herein.

Section 7. - Additional Days of Pay

- a. All regularly employed School Crossing Guards shall receive one additional day of pay (Martin Luther King, Jr.'s Birthday) at their regular daily rate of pay in the month of January. Said additional day of pay shall be paid in the last paycheck in January or the first paycheck in February.
- b. All regularly employed School Crossing Guards shall receive one additional day of pay (Memorial Day) at their regular daily rate of pay in the month of May. Said additional day of pay shall be paid in the first paycheck in June.
- c. Effective July 1, 2002, all regularly employed School Crossing Guards shall continue to receive four (4) additional days of pay at their regular daily rate of pay as follows: Columbus Day; Veterans Day; Thanksgiving Day, and day after Thanksgiving Day.
- d. Effective July 1, 2004, all regularly employed School Crossing Guards shall continue to receive three (3) additional days of pay at their regular daily rate of pay as follows: during "Presidents' Week/mid-Winter Recess" or equivalent period in other than Department of Education.
- e. This Section 7 shall not apply to School Crossing Guards Level II, who shall receive the paid holidays set forth in the Citywide Collective Bargaining Agreement.

Section 8. - Annuity Fund

Effective September 26, 2017, the maximum per annum annuity contribution per employee shall be as follows:

9/26/17:	\$221 per annum per employee
9/26/18	\$226 per annum per employee
7/26/19:	\$318 per annum per employee
10/26/19:	\$328 per annum per employee

Annuity contributions shall be pro-rated for part-time and hourly service and shall be increased by future collective bargained general wage increases. Contributions hereunder shall be remitted by the City each twenty-eight (28) days to a mutually agreed upon annuity fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

ARTICLE IV - HOURS

Section 1.

No School Crossing Guard Level I may work more than five (5) hours in a work-day.

Section 2.

School Crossing Guards Level II shall work 8 hours per day plus up to a 2 hour unpaid break during the work-day, one hour of which shall be an unpaid lunch

ARTICLE V - HEALTH INSURANCE

School Crossing Guards who regularly work twenty (20) or more hours per week shall be covered by the City's Basic Health Insurance Plan. Health Insurance coverage shall not be provided by the City during the summer recess except as described in Article VIII and to full-time School Crossing Guards in assignment level II.

ARTICLE VI - WELFARE FUND

Section 1.

- a. The City shall make contributions to the District Council 37, A.F.S.C.M.E., AFL-CIO Health and Security Fund on behalf of all employees who regularly work 15 hours or more per week on a continuous basis and have been so employed continuously for 90 days prior to the commencement of the obligation of the City to make its contributions provided, however, that the summer recess, authorized leaves of absence or time on a recall list shall not be considered a break in service.
- b. In accordance with the election by the **Union** pursuant to the provisions of Article XIII of the 1995-2001 **Citywide Agreement** between the City of New York and related public employers and District Council 37, A.F.S.C.M.E., AFL-CIO, or any successor(s) thereto, the Welfare Fund provisions of that **Citywide Agreement** or any successor(s) thereto shall apply to employees covered by this **Agreement**, as described in Section 1(b) of the **Citywide Agreement**.
- c. When an election is made by the **Union** pursuant to the provisions of Article XIII, Section 1(b), of the 1995-2001 **Citywide Agreement** between the City of New York and related public employers and District Council 37, A.F.S.C.M.E., AFL-CIO, or any successor(s) thereto, the provisions of Article XIII, Section 1(b) of the **Citywide Agreement** or any successor(s) thereto, shall apply to employees covered by this **Agreement**, and when such election is made, the **Union** hereby waives its right to training, education and/or legal services contributions provided in this **Agreement**. In no case shall the single contribution provided in Article XIII, Section 1(b) of the **Citywide Agreement** or any successor(s) thereto, exceed the total amount that the **Union** would have been entitled to receive if the separate contributions had continued.
- d. Effective July 1, 2002, 11 cents (\$0.11) per hour shall continue to be contributed for the provision of Welfare Fund Benefits during the summer months (from the last day of school in June to the first day of school in September) for School Crossing Guards who received Welfare Fund Benefits during the school year. The 11 cents per hour contribution will be made for each hour for which a School Crossing Guard is in pay status. Payments for this "summer" Welfare Fund contribution will be subject to a separate agreement to be entered into by the parties and no payments shall be made until said separate agreement is executed. Benefits to be provided are limited by the contribution itself. It is understood that if the benefits paid under the relevant schedule exceed the funds on hand for this purpose the benefits will be reduced or terminated. It is understood and agreed that the provisions of this Section (d), are entirely separate and apart from Welfare Fund payments that are contained in Article VI, Sections a, b, and c. It is further understood and agreed that any future increases in Welfare Fund payments as detailed in Sections a, b, and c above shall have no impact on this Section d, and that any increase contemplated for this Section d, shall be subject to negotiations between the parties applicable solely to this separate unit agreement or its successor(s).
- e. Effective July 1, 2002, 5 cents (\$0.05) per hour shall continue to be contributed to establish Welfare Fund benefits for School Crossing Guards who 1) permanently resign their positions as School Crossing Guards, 2) are at least 60 years of age, and 3) have at least 10 calendar years of continuous service as School Crossing Guards prior to leaving their position.

Continuous service shall be defined as time in pay status. However, Christmas, Easter, summer vacations and other school recesses shall not constitute a break in service.

For the purposes of this Article, School Crossing Guards who were terminated in 1975 as a result of the dissolution of the School Crossing Guard Program and who were reappointed by June 30, 1979, shall be deemed not to have had a break in service during the time the employee was terminated. However, the period of time between the employee's termination in

1975 and subsequent reappointment shall not be counted for purposes of calculating the 10 years of service required to receive this benefit.

The 5-cent contribution shall be made for each hour for which any School Crossing Guard is in pay status.

Payments for this Welfare Fund contribution will be subject to a separate agreement to be entered into by the parties, and no payments shall be made until said separate agreement is executed. Benefits to be provided are limited by the contribution itself. It is understood that if the benefits paid under the relevant schedule exceed the funds on hand for this purpose the benefits will be reduced or terminated. It is understood and agreed that the provisions of this Section (e) are entirely separate and apart from Welfare Fund payments that are contained in Article VI, Sections a, b, c, and d. It is further understood and agreed that any future increases in Welfare Fund payments as detailed in Sections a, b, c and d above shall have no impact on this Section (e), and that any increase contemplated for this Section (e) shall be subject to negotiations between the parties applicable solely to this separate unit agreement or its successor(s).

No benefits shall be provided to a School Crossing Guard who leaves her/his position prior to January 1, 1984.

Section 2.

Sections 1(d) and 1(e) of this Article VI shall not apply to School Crossing Guards Level II, who shall have welfare contributions paid on their behalf pursuant to the provisions of the Citywide Collective Bargaining Agreement.

Section 3.

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

Section 4.

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 5.

This Agreement incorporates the terms of the May 5, 2014 and June 28, 2018 Letter Agreements regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Council, as appended to this agreement.

Section 6.

This Agreement incorporates the terms of the January 12, 2017 Letter Agreement regarding welfare fund contributions, as appended to this agreement.

Section 7.

Effective April 26, 2021, there shall be a recurring \$50 per annum contribution per employee increase to the welfare fund contribution.

ARTICLE VII - ADDITIONAL HEALTH INSURANCE BENEFIT

Effective July 1, 2002, the sum of 5 cents (\$0.05) per hour shall continue to be contributed to D.C. 37 for remittance to the D.C. 37 Health and Security Fund for each hour worked by a School Crossing Guard in assignment level I. The sums shall be used to provide health insurance coverage for School Crossing Guards who are at least 60 years of age and resign on or after January 1, 1987 with at least 10 regular school years of continuous service in pay status as School Crossing Guards prior to their resignation.

For the purposes of this Article only, continuous service in pay status as a School Crossing Guard shall be counted towards the 10-year service requirement for those employees who were terminated in 1975 as a result of the disbanding of the School Crossing Guard Program and were reappointed by June 30, 1979.

The payments hereunder shall be subject to a separate agreement to be entered into by the parties and approved as to form by the Corporation Counsel. The cost of the benefits provided shall not exceed the contributions made pursuant to this Article VII. If the benefits exceed the available funds, the benefits shall be reduced or terminated.

ARTICLE VIII - SUMMER HEALTH INSURANCE

Section 1.

- a. Effective July 1, 2002 the City shall continue to pay 9 cents (\$0.09) for each hour a School Crossing Guard Level I is in pay

status to be contributed toward a trust and agency account, maintained by the New York City Employee Benefit Program.

- b. Effective July 1, 2002, the City shall contribute the sum of \$386,815.27 annually to the Summer Health Insurance Trust and Agency Account. Effective September 18, 2019, the recurring contribution shall be increased by \$1,884,643 to allow the payment of the full cost of summer health insurance for every School Crossing Guard who does not work during the summer. The amount of the recurring contribution shall be subject to future general wage increases applicable to DC37.
- c. In addition to the above, effective September 18, 2019, the City shall make a one-time contribution of \$500,000 to the Trust and Agency Account.

Section 2.

- a. The funds contributed to the trust and agency account shall be used to provide or subsidize continued health insurance during the summer months for School Crossing Guards who are eligible for health insurance benefits during the school year and who otherwise meet eligibility criteria as described in Section c below.
- b. The City and the Union shall meet each spring to determine service eligibility requirements for receipt of this benefit and to determine what portion of the health insurance cost shall be borne by the fund and what portion shall be borne by the School Crossing Guard.
- c. In the event that a shortfall in monies in the trust and agency account is projected by the City for any summer vacation period, the City and the Union shall bargain over the extent, if any, to which the City will pay from the trust and agency account towards each affected Guard's coverage.

ARTICLE IX - POST & PICK

At the beginning of each school year, employees in assignment level I shall have the opportunity to pick their posts within their precinct. Such "picks" will be based on the employee's seniority within his/her precinct at the time post and pick occurs. Should a vacancy occur during the school year, a post and pick system will be instituted on a precinct-wide basis. Such assignments shall be made on the basis of seniority. For the purposes of this Article only, seniority shall be calculated as time served in the precinct as a School Crossing Guard. Time spent within a precinct as a level II shall be included for purposes of calculating precinct seniority

ARTICLE X - ASSIGNMENT LEVEL II

Section 1.

Employees in assignment level II shall be full-time employees subject to the following articles of the School Crossing Guard Collective Bargaining Agreement, including welfare fund contributions as provided therein: I, II, III, X, XI, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XXIV, and XXV.

Section 2.

Employees in assignment level II may use annual leave on days when public schools within the employee's assigned area are not in session or during the summer, subject to the needs of the Department and any applicable state and federal laws. Where more than one level II is assigned to a precinct, annual leave requests shall be approved on the basis of seniority on a rotational basis.

Section 3.

In the event a level II returns to a level I assignment/pay, whether voluntarily or involuntarily, he or she shall be assigned to an available vacant post. At the next scheduled post and pick the school crossing guard shall be eligible to participate based on his/her precinct seniority.

In the event a level II returns to a level I assignment/pay and the school crossing guard has no prior accrued precinct seniority where there is a vacancy, the school crossing guard shall have the right of first refusal to return to his/her prior precinct should a vacancy become available; and, upon return to that precinct, his/her prior accrued precinct seniority shall be restored.

Section 4.

The employer shall post internally *first* for all available Level II positions. Seniority shall be among the factors considered by the Department in determining assignment to level II. Internal postings shall include a requirement for prior school crossing guard experience. In the event there are insufficient internal applicants who have accepted a Level II assignment, the Employer shall notify the Union, and if requested, shall meet with the Union prior to posting any available positions for the public.

ARTICLE XI - 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:

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.
- c. **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 XII - DEATH BENEFIT

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 beneficiary so designated, or if no beneficiary is so designated, payment shall be made to the employee's estate.

ARTICLE XIII - LEAVES

Section 1. - Death in Family

Absences for Death in the Family shall be excusable in the discretion of the agency head without charge to sick leave or annual leave balances, upon submittal of evidence satisfactory to the agency head.

- a. Employees shall be permitted absences not to exceed four (4) work-days in the case of death in the immediate family. Immediate family shall be defined for this purpose as spouse; natural, foster or step-parent, child, brother or sister; father-in-law; mother-in-law; or any relative residing in the household.
- b. Bereavement leave shall be granted for the death of a "domestic partner" pursuant to the terms set forth in Executive Order No. 38, dated January 7, 1993 or its successor(s).
- c. When a death in an employee's family occurs while the employee is on annual leave, such time as is excusable for death in the family shall not be charged to annual leave or sick leave.

Section 2. - Child Care Leave

- a. A child-care leave of absence without pay shall be granted to an employee (male or female) who becomes the parent of a child up to four years of age (or whose domestic partner registered pursuant to Executive Order No. 48, dated January 7, 1993, 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 confinement and 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.
- 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 3. - Sick Leave

- a. All employees in assignment level I shall continue to accrue one (1) hour of sick leave for each twenty (20) hours actually worked, to a maximum accrual of 500 hours. Effective July 1, 2004, all employees newly hired on or after July 1, 2004 shall accrue sick leave at the rate of one (1) hour of sick leave for each 24 hours actually worked for the first five (5) years of service.
- b. Employees in assignment level II shall accrue sick leave pursuant to the provisions of the Citywide Collective Bargaining Agreement, as follows:
Employees hired before July 1, 2004 shall be credited with one day of sick leave per month.
For any employees newly hired on or after July 1, 2004, a maximum sick leave accrual of ten (10) days per annum for the first five (5) years of service shall apply. At the beginning of the sixth year of service, the maximum sick leave accrual shall be twelve (12) days per annum.
- c. Effective July 1, 2004, employees may use three (3) days per year from their sick leave balances for the care of ill family members. 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) days of the employee's return to work.

Section 4. - Annual Leave

- a. All employees in assignment level I employed prior to July 1, 1985 shall continue to accrue one (1) hour of annual leave for each eleven (11) hours actually worked, to a maximum accrual of 210 hours.
- b. Employees in assignment level I newly hired on or after July 1, 1985 shall accrue annual leave as follows:
At the beginning of the employees first year: 1 hour for every 22 hours actually worked.
At the beginning of the employees second year: 1 hour for every 17 hours actually worked.
At the beginning of the employee's third year: 1 hour for every 17 hours actually worked.
At the beginning of the employee's fourth year: 1 hour for every 15 hours actually worked.
At the beginning of the employee's fifth year: 1 hour for every 11 hours actually worked.
- c. Effective July 1, 1991 employees in assignment level I hired on or after July 1, 1985 shall accrue annual leave as follows:
At the beginning of the employee's first year: 1 hour for every 15 hours worked.
At the beginning of the employee's fifth year: 1 hour for every 11 hours worked.
- d. Effective July 1, 2004 employees in assignment level I hired on or after July 1, 2004 shall accrue annual leave as follows:
At the beginning of the employee's first year: 1 hour for every 15 hours worked.
At the beginning of the employee's fifth year: 1 hour for every 14 hours worked.
At the beginning of the employee's sixth year: 1 hour for every 13 hours worked.
At the beginning of the employee's seventh year: 1 hour for every 12 hours worked.
At the beginning of the employee's ninth year: 1 hour for every 11 hours worked.
- e. Employees in assignment level II shall accrue annual leave pursuant to the provisions of the Citywide Collective Bargaining Agreement, as follows:
Employees hired prior to July 1, 2004:

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

Employees hired on or after July 1, 2004:

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

ARTICLE XIV - IDENTIFICATION CARDS

The Employer shall provide to each employee who has served continuously for six (6) months a photo I.D. card. Lost cards shall be reported immediately and replaced at the employee's expense. Upon separation from service, an employee shall not receive her/his final paycheck until the employee has returned the I.D. card issued or has submitted an appropriate affidavit of loss.

ARTICLE XV - UNIFORM ALLOWANCE

A uniform allowance in the per annum amounts set forth below shall be provided to those employees who are required to wear a uniform which is not supplied by the Employer:

<u>Effective Date</u>	<u>Annual Amount</u>
9/26/17	\$213
10/26/19	\$219

ARTICLE XVI - NON-COMPETITIVE LAYOFF PROCEDURE

If budgetary restrictions, consolidations or abolition of functions or other curtailment of activities result in the abolition of non-competitive positions, the suspension among the incumbents in the same class of positions shall be made in inverse order of their original appointment to the agency in the subject class of positions.

The date of original appointment shall be the first date of appointment followed by continuous service up to the time of the abolition or reduction of positions.

An employee who had been terminated from the subject class of positions and who was reappointed in the affected class of positions within one year thereafter shall for the purposes of this Article be deemed to have continuous service except that employees terminated in 1975 as a result of the dissolution of the School Crossing Guard Program and who were reappointed by June 30, 1979, shall for the purposes of this Article be deemed to have continuous service.

A period of an authorized leave of absence without pay or any period during which an employee is suspended from the employee's position pursuant to this Article shall not constitute an interruption of continuous service for the purposes of this Article.

Layoff shall be made from among employees in the same class of positions in the agency except that the Employer may determine the layoff unit (department, bureau, division or other subdivision). In such case layoff shall be made from among incumbents in the same class of positions in each such unit.

Where layoffs are scheduled, the following procedure shall be used:

- (1) Notice shall be provided to the union not less than 30 days before the effective date(s) of such projected layoffs.
- (2) Within such 30-day period designated representatives of the Employer will meet and confer with the designated representatives of the Union with the objective of considering feasible alternatives to all or part of such scheduled layoffs.

Employees in affected titles in the layoff unit shall be laid off in the following order:

- (1) All employees in probationary status in the same title. Among them, layoff shall be in inverse order to date of original appointment.
- (2) All employees who have satisfactorily completed their probationary periods in the same title. Among them, layoff shall be in inverse order to date of original appointment.

In the event of layoff the Employer shall place the names of such employees on a preferred list together with others who have been suspended from the same class of positions. The Employer shall certify such list for filling vacancies in the same class of positions in the layoff unit from which the suspensions were made.

Persons on the list shall be called for reinstatement in the order of their original date of appointment and upon the occurrence of a

vacancy in an appropriate position in the layoff unit shall be certified on the basis of the original date of appointment.

The eligibility for reinstatement of a person on such a preferred list shall not continue for a period longer than four (4) years from the date of separation.

No person suspended or demoted prior to completing his/her probationary term shall be certified for reinstatement until the exhaustion of all other eligibles on the preferred list and shall be required to complete his/her probationary term upon reinstatement.

Failure or refusal to accept reinstatement from preferred lists to vacancies in the same class of positions shall be deemed relinquishment of eligibility and the employee's name shall be removed from the list.

A person reinstated from a preferred list to his/her former class of positions shall receive at least the same salary he/she was receiving at the time of suspension.

Notwithstanding any other provisions of this Article, the Employer may disqualify for reinstatement and remove from a preferred list the name of any eligible who is physically or mentally disabled for the performance of the duties of the position for which such list is established, or who has been guilty of such misconduct as would result in dismissal.

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, provided, disputes involving the Personnel Rules and Regulations of the City of New York or the Rules and Regulations of the Health and Hospitals Corporation with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws 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;
- e. A claimed wrongful disciplinary action taken against a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent Employee covered by the Rules and Regulations of the Health and Hospitals Corporation 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. Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent Employee covered by the Rules and Regulations of the Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.
- g. A claimed wrongful disciplinary action taken against a Non-Competitive employee with more than three (3) months of service in title in the same agency except for employees during the period of a mutually agreed upon extension of probation.

Section 2.

The Grievance Procedure, except for grievances as defined in Sections l(d), 1(e), and 1(g) 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 I**.

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section l(c), no monetary award shall in any event cover any period prior to the date of the filing of the **STEP I** grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitation set forth in **STEP I** below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the 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 except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The Employee may also request an appointment to discuss the grievance and such request shall be granted. 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** or **STEP I(a)**, where applicable, 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**. An appeal must be made within five (5) work days of the receipt of the **STEP I** or **STEP I(a)** 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 Title 61 of the Rules of the City Of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

The 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 such Employee(s) 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.

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 issues shall be consolidated with the "group" grievance.

Section 5.

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 6.

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

Section 7.

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

Section 8.

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

Section 9.

Grievance relating to a claimed wrongful disciplinary action taken against a non-competitive employee covered by this Agreement shall be subject to and governed by the following special procedure:

The provisions contained in this section shall not apply to any of the following categories of employees:

- (a) Probationary employees
- (b) Non-competitive employees with less than three (3) months of service in title.

Step I(n) - Following the service of written charges upon an employee a conference shall be held with respect to such charges by a person who is designated by the agency head to review such charges. 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 decision in writing by the end of the fifth day following the date of the conference.

Step II(n) - If the employee is dissatisfied with the decision in **Step I(n)** above, he or she may appeal such decision. The appeal must be within five (5) work days of the receipt of such decision. Such appeal shall be treated as a grievance appeal beginning with **Step II** of the Grievance Procedure set forth herein.

Section 10.

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 11. 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 14 and notify the parties of propose 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) 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.

ARTICLE XVIII - 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 **Employer** business.

ARTICLE XIX - 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 XX - UNION ACTIVITY

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 other applicable Executive Order.

ARTICLE XXI - DIRECT DEPOSIT

Effective August 15, 2018, 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 XXII - 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. The issue of walkie-talkies as a safety matter and the subject hours of staffing needed for school crossing posts shall be appropriate subjects for labor-management discussion. 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 (6) members who shall serve for the term of this Agreement. The Union shall designate three members and the agency head shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. The committee shall select a chairperson from among its members at each meeting. The chairpersonship of the 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. The committee shall make its recommendations to the agency head in writing.

Section 4.

The labor-management committee shall meet at the call of either the Union 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 XXIII - 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 XXIV - APPENDICES

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

ARTICLE XXV - SAVINGS CLAUSE

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

ARTICLE XXVI - CONTRACTING OUT CLAUSE

The problem of "Contracting-Out" or "Farming-Out" of work normally performed by personnel covered by this Agreement shall be referred to the Labor-Management Committee as provided for in Article XX of this Agreement.

WHEREFORE, we have hereunto set our hands and seals this 12th day of January, 2021.

CITY OF NEW YORK AND RELATED PUBLIC EMPLOYERS AS DEFINED HEREIN

DISTRICT COUNCIL 37, A.F.S.C.M.E., AFL-CIO

BY: /s/ RENEE CAMPION Commissioner of Labor Relations

BY: /s/ HENRY GARRIDO Executive Director

APPROVED AS TO FORM:

LOCAL 372, DC 37, AFSCME, AFL-CIO

BY: /s/ ERIC EICHENHOLZ Acting Corporation Counsel

BY: /s/ SHAUN D. FRANCOIS I President

APPROVED: FINANCIAL CONTROL BOARD

BY: _____

UNIT: School Crossing Guards

TERM: September 26, 2017 to May 25, 2021

Appendix A

Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of Employees for the longevity increments provided for in Article III, Section 6 of the 2017 - 2021 School Crossing Guard Unit Contract:

- 1. Only service in pay status shall be used to calculate the 15 years of service, except that for other than full time per annum Employees only a continuous year of service in pay status shall be used to calculate the 15 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve-month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 15 years of service. If the normal work year for an Employee is less than the regular and customary work year for the Employee's title, it shall be counted as a continuous year of service if the Employee has customarily worked that length work year and the applicable agency verifies that information.
2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 15 years of service. Where an Employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 15 years of service. No break used to disqualify service shall be used more than once.
3. The following time in which an Employee is not in pay status shall not constitute a break in service as specified in paragraph 2 above:
(a) Time on a leave approved by the proper authority which is consistent with the Rules and Regulations of the New York City Personnel Director or the appropriate personnel authority of a covered organization.
(b) Time prior to a reinstatement.
(c) Time on a preferred list pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.
(d) Time not in pay status of 31 days or less.

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

- 4. Once an Employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$0.43 longevity increment, the \$0.43 shall become part of the Employee's base rate for all purposes except as provided in paragraph 5 below.
5. The \$0.43 longevity increment shall not become pensionable until fifteen months after the Employee begins to receive such \$0.43 increment. Fifteen months after the Employee begins to receive the \$0.43 longevity increment, such \$0.43 longevity increment shall become pensionable and as part of the Employee's base rate, the \$0.43 longevity increment shall be subject to the general increases provided in Article III, Section 3(a) of this Agreement.

November 10, 2021

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

Rose Lovaglio-Miller Director of Research and Negotiations District Council 37, AFSCME 55 Water Street New York, New York 10041

Dear Rose,

This letter serves to confirm the parties' mutual understanding regarding use of the additional compensation fund for collective bargaining units 89, 408, 411, 413, 423, 497 and 498, established pursuant to Section 5 of the 2017-2021 District Council 37 Memorandum of Agreement.

Effective July 26, 2019, the parties agree to increase the existing annuity contribution by an additional \$92 per annum for employees in the titles listed in Appendix A, pro-rated for part-time and hourly service at a rate of \$0.05 per hour (up to a maximum of \$92 per annum). This amount shall be increased by future collectively bargained general wage increases.

The parties agree that the benefits pursuant to this letter agreement fully exhaust the 0.20% additional compensation fund for the above-referenced collective bargaining units.

If the above accords with your understanding, please indicate your acceptance by signing below.

Very truly yours,

/s/

Renee Campion

Agreed and Accepted on Behalf of District Council 37, AFSCME, AFL-CIO

Agreed and Accepted on Behalf of Local 372

BY: _____/s/_____
Rose Lovaglio-Miller
Director of Research and Negotiations

By: _____/s/_____
Shaun D. Francois I
President

Agreed and Accepted on Behalf of The Department of Education

BY: _____/s/_____
Randy Asher
Deputy CEO, Labor Policy

APPENDIX A

Title Code	Alpha Title Code	Title	CBU
56056	N/A	COMMUNITY ASSISTANT	498
56057	N/A	COMMUNITY ASSOC	498
56058	N/A	COMMUNITY COORDINATOR	498
82206	RFWKN	FAMILY PARAPROFESSIONAL	423
90605	RFIAN	FILM INSPECTION ASST	411
05242	RHSAN	HEALTH SERVICE AIDE	413
56060	N/A	JR SCHOOL NEIGHBRD WRKR	498
56063	N/A	PRIN SCHL NEIGHBRD WRKR	498
82205	RAIDN	SCHOOL AIDE	413
70205	N/A	SCHOOL CROSSING GUARD	89
54503	N/A	SCHOOL LUNCH AIDE	408
54505,5450E	N/A	SCHOOL LUNCH ASSISTANT	408
54513	N/A	SCHOOL LUNCH ASST(COOK)	408
54501	RSLHN	SCHOOL LUNCH HELPER	408
54511	N/A	SCHOOL LUNCH LOAD/HAND	408
56061	N/A	SCHOOL NEIGHBORHD WRKR	498
54512	N/A	SR SCHOOL LNCH AID(COOK)	408
54504	N/A	SR SCHOOL LUNCH AIDE	408
54502	RSSLN	SR SCHOOL LUNCH HELPER	408
56062	N/A	SR SCHOOL NEIGHBRD WRKR	498
70003	SAIDN	SUB SCHOOL AIDE	413
70001	SSLHN	SUB SCHOOL LUNCH HELPER	408
70002	SSSLN	SUB SR SCHOOL LNCH HLPR	408
56073	N/A	SUBSTANCE AB PII SP SCH	497
82209	RSUDN	SUPVG SCHOOL AIDE	413

CHANGES IN PERSONNEL

POLICE DEPARTMENT FOR PERIOD ENDING 12/10/21							
NAME		TITLE	NUM	SALARY	ACTION	PROV EFF DATE	AGENCY
ACOSTA HERRERA	KEYLA	R	10234	\$17.3000	RESIGNED	YES 09/19/21	056
ADAMS-EDWARDS	KEENEN	A	70235	\$88945.0000	PROMOTED	NO 11/16/21	056
AFGAN	UMAR		70210	\$42500.0000	RESIGNED	NO 11/19/21	056
AGOSTO	JESSICA	R	70210	\$85292.0000	RETIRED	NO 11/21/21	056
AGOSTO	MARLENE		70205	\$15.4500	RESIGNED	YES 11/02/21	056
AHMAD	UDNAN		70260	\$122892.0000	PROMOTED	NO 11/02/21	056
AKEWUSOLA	BARIU	K	71651	\$42947.0000	RESIGNED	NO 11/13/21	056
ALSTON	ANNE MAR		71012	\$49742.0000	RESIGNED	NO 11/19/21	056
ALSTON	SHAWDELL	A	56056	\$32520.0000	APPOINTED	YES 11/28/21	056
ALVARADO	KRISTOPH	A	70210	\$46000.0000	RESIGNED	NO 12/03/21	056
AMPLE	EDDY	R	70210	\$42500.0000	RESIGNED	NO 11/24/21	056
ANDUJAR	CARMINE		60817	\$38287.0000	RESIGNED	NO 11/18/21	056
ANDUJAR	RAMON	A	70235	\$88945.0000	PROMOTED	NO 11/16/21	056
ANTOCI	PHILIP	R	21849	\$115350.0000	RETIRED	YES 11/01/21	056
ANTONUCCI	JOSEPH	V	70210	\$85292.0000	RESIGNED	NO 10/25/21	056
ARVELO	MELISSA	A	70210	\$85292.0000	RESIGNED	NO 12/03/21	056
ATTIYEH	SABRINA	M	10147	\$50518.0000	PROMOTED	NO 11/21/21	056
AUFFREDOU	THERESA	A	60817	\$50207.0000	RETIRED	NO 11/25/21	056
AZAD	MOHAMMAD	K	71652	\$51370.0000	PROMOTED	NO 11/21/21	056
BADILLO	CHELSEA	M	70210	\$42500.0000	RESIGNED	NO 12/03/21	056
BAKER	AMELIA	A	71651	\$42947.0000	RESIGNED	NO 11/29/21	056
BAKER	SHEREE	L	60821	\$67414.0000	RETIRED	NO 12/01/21	056
BAKER III	ALFRED	J	82802	\$161298.0000	INCREASE	YES 10/24/21	056
BALKARAN	JULIA	R	71012	\$39329.0000	RESIGNED	YES 11/17/21	056
BALSDON	SUZANNE	N	70210	\$51000.0000	RESIGNED	NO 11/23/21	056
BAMBERG	CHARMAIN	A	60817	\$50207.0000	RESIGNED	NO 11/20/21	056
BARBER	MATTHEW	G	70260	\$122892.0000	PROMOTED	NO 11/02/21	056
BARNES	SPENCER	M	10234	\$16.3500	RESIGNED	YES 09/19/21	056
BARRETO	DANIEL		70235	\$88945.0000	PROMOTED	NO 11/16/21	056
BARRETT	EDWARD	T	70260	\$122892.0000	PROMOTED	NO 11/02/21	056
BARRETT	MARCIA	P	60817	\$50207.0000	DISMISSED	NO 09/01/21	056
BAZELAIS	EVE	L	71012	\$39329.0000	RESIGNED	YES 11/18/21	056
BECKLES	MARK		70205	\$36915.0000	RESIGNED	YES 11/21/21	056
BERNOWITZ	TARA		7021A	\$97324.0000	RETIRED	NO 11/23/21	056
BERNHARDSON	JENNA	C	31170	\$87000.0000	RESIGNED	YES 11/19/21	056
BHUIYAN	MD	I	71651	\$41881.0000	RESIGNED	NO 11/07/21	056

POLICE DEPARTMENT FOR PERIOD ENDING 12/10/21							
NAME		TITLE	NUM	SALARY	ACTION	PROV EFF DATE	AGENCY
BIRCH	DOREEN		60817	\$50207.0000	RETIRED	NO 12/02/21	056
BLAIR-CALDERON	NATOYA	L	60817	\$38287.0000	RESIGNED	NO 12/01/21	056
BLAIZE	AYANNA	R	60817	\$38287.0000	RESIGNED	NO 11/20/21	056
BLASETTI	RICHARD	M	70210	\$85292.0000	RETIRED	NO 11/24/21	056
BOGUSZIEWSKI	ALESSAND		70205	\$15.4500	RESIGNED	YES 10/28/21	056
BONAVENTURE	LEE	D	70210	\$85292.0000	RETIRED	NO 12/03/21	056
BONO	GEORGIA		56056	\$32520.0000	APPOINTED	YES 11/28/21	056
BOOMER-KONATE	NETA	S	10144	\$36390.0000	RESIGNED	NO 11/27/21	056
BOWLES	DAVID	R	31105	\$44807.0000	APPOINTED	YES 11/21/21	056
BREITWISSER	CHRISTIA	R	70210	\$85292.0000	RESIGNED	NO 12/03/21	056
BRENNAN	EILEEN	P	70205	\$15.4500	RESIGNED	YES 11/09/21	056
BRICENO	MICHELLE	A	70210	\$42500.0000	RESIGNED	NO 10/25/21	056
BROOKS	RACQUEL	T	70210	\$63125.0000	RETIRED	NO 11/24/21	056
BROWN	ANILEXA	J	1002D	\$102493.0000	APPOINTED	YES 11/28/21	056
BROWN	DARRICK	L	60817	\$37136.0000	RESIGNED	NO 11/19/21	056
BROWN	JAMIAH	N	56056	\$32520.0000	APPOINTED	YES 11/28/21	056
BROWN	MELROY	C	10147	\$56376.0000	RETIRED	NO 11/25/21	056
BROWN	TROYAN	A	70235	\$88945.0000	PROMOTED	NO 11/16/21	056
BUNCHE	DOROTHY	R	10124	\$59801.0000	PROMOTED	NO 11/21/21	056
BURGOS	ANA	D	70210	\$42500.0000	RESIGNED	NO 12/03/21	056
BURNETT	BRIANA	R	71012	\$39329.0000	RESIGNED	YES 11/18/21	056
BURTON	MARK-STE	A	70210	\$45000.0000	RESIGNED	NO 11/23/21	056
BUSHUYEV	YEVGENIY	I	70260	\$122892.0000	PROMOTED	NO 11/02/21	056
CABRERA	SAMANTHA	M	70260	\$122892.0000	PROMOTED	NO 11/02/21	056
CALANDRO	NICHOLAS	P	70235	\$89371.0000	RESIGNED	NO 12/03/21	056
CALASANZ	MARIA	L	10124	\$58122.0000	PROMOTED	NO 11/21/21	056
CALDERON DE LEO	YOKAINA	E	10234	\$17.3000	RESIGNED	YES 09/19/21	056
CALZOLATO	JAMES	N	70235	\$88945.0000	PROMOTED	NO 11/16/21	056
CAMPANELLA	ELISSA	J	10147	\$50518.0000	PROMOTED	NO 11/21/21	056
CAMPBELL	ALICHA	V	70260	\$122892.0000	PROMOTED	NO 11/02/21	056
CANNIZZARO	CHRISTOP	J	7021A	\$97324.0000	RETIRED	NO 11/26/21	056
CARABALLO	HENSLEY	J	70210	\$85292.0000	RESIGNED	NO 11/25/21	056
CARABALLO	WILFREDO	F	90644	\$32260.0000	APPOINTED	YES 11/21/21	056
CARTIER	ANA	A	70205	\$15.4500	RESIGNED	YES 11/23/21	056
CARUSO JR.	MICHAEL		70210	\$42500.0000	RESIGNED	NO 11/25/21	056
CASIANO	JULIO	A	70235	\$88945.0000	PROMOTED	NO 11/16/21	056
CASSIDY	JOHN-PET	A	70210	\$85292.0000	RETIRED	NO 11/26/21	056
CASTILLO	YANNY		70210	\$42500.0000	RESIGNED	NO 12/01/21	056
CATALANO	RICKY		71652	\$51370.0000	PROMOTED	NO 11/21/21	056
CELIARE	BIANCA	A	71651	\$42947.0000	RESIGNED	NO 11/29/21	056
CEN	LIQIONG		90644	\$32260.0000	APPOINTED	YES 11/21/21	056
CHIU	CHRISTOP		70210	\$85292.0000	RETIRED	NO 11/22/21	056
CHONG	CHLOE	C	10234	\$17.3000	RESIGNED	YES 09/19/21	056
CHOWDHURY	MAHFUZ	A	71651	\$41881.0000	RESIGNED	NO 11/07/21	056
CHOWDHURY	SARAH	A	10234	\$17.3000	RESIGNED	YES 09/19/21	056
CHOWDHURY	SHARAF	U	71651	\$41493.0000	RESIGNED	NO 10/27/21	056
CLARK	ANASTASI		21744	\$97138.0000	INCREASE	YES 09/01/21	056
CLEMONS-LYNCH	NICOLE	R	60817	\$50207.0000	RESIGNED	NO 10/31/21	056
CODRU	LILLIAN		71652	\$51370.0000	PROMOTED	NO 11/21/21	056

COHEN ALEXANDE B 30087 \$72712.0000 APPOINTED YES 09/01/21 056

POLICE DEPARTMENT FOR PERIOD ENDING 12/10/21

Table with columns: NAME, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. Lists police officers including CONTRERAS, CORSO, COSTELLO, COTTO, COTTO, CRIMAUDO, CURATOLA, DACRUZ, DALY, DANESHVAR, DANIELS, DARNLEY, DAS, DASENT, DAVEN, DAVILA, DAVIS, DAWKINS, DE LA ROSA ORTE, DE LUNA PEREZ, DEAN, DEL ROSARIO, DELMONICO, DELVECCHIO, DENNIS, DEVINE-BROWN, DIAZ FINNEGAN, DOYLE, ELAZAB, ELLIOT, ELLIS, ELLIS III, ESCALERA, ESPUTE, FALZARANO, FARRROW, JR, FERGUS, FERNANDEZ, FIGUEROA, FIGUEROA, FITZMAURICE, FLYNN, FORD, FORD IV, FRANCISE, FRANCIS, FRASER, FREDA, FREEMAN, FRIAS, FRIDAY.

POLICE DEPARTMENT FOR PERIOD ENDING 12/10/21

Table with columns: NAME, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. Lists police officers including FUNK, FURELOS, GABRIEL-DACOSTA, GAO, GAON, GARCIA, GARRAN, GEORGAKI, GHOSH, GIBBS, GILBERT, GILL-MCGANEY, GIORDANO, GOLDEN, GOMEZ, GONZALEZ, GONZALEZ, GONZALEZ, GRAEBER, GRANT, GREEN, GREGORY, GRIECO, GRIGGS, GRINNAGE, GROSSETT, GUADELOUPE, GUZMAN, GUZZO, HARMON, HARRIS, HARRIS, HARVEY, HASSAN, HASSETT, HAYES-SMITH, HAYNES, HE, HECKSTALL, HEPWORTH.

Table with columns: NAME, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. Lists police officers including HERNANDEZ, HERNANDEZ, HERNANDEZ, HERNANDEZ LOPEZ, HERNANDEZ-RIVAS, HERRAN, HIGHSMITH, HILBIG, HINDS, HINES, HINESMAN.

POLICE DEPARTMENT FOR PERIOD ENDING 12/10/21

Table with columns: NAME, NUM, SALARY, ACTION, PROV EFF DATE, AGENCY. Lists police officers including HO, HOCKADAY, HOGG, HONORA, HORNE, HOTALING, HOWELL, HUANG, HUMPHREY, JR., HUNTER, HUSSAIN, HUSSAIN, HUSSEIN, IPILL, IMRAN, INNIS, ISAACS, JACKSON, JACKSON, JACKSON, JAMES, JAMES IV, JANSEN, JEAN JR., JENKINS, JEROME, JIMENEZ, JIMENEZ, JOHNSON, JOHNSON, JONES, JONES, JORDAN, JORGE, JOSEPH, JOSEPH, JUDGE, JUSTINO, KALTEN, KANE, KARIM, KEAG, KEARNEY, KELLER-CILIBERT, KENNEDY, KENTON, KHAN, KHAN, KHELLOUF, KIERNAN, KING, KINSHELLA, KLEPPER, KLICHE, KNIGHT, KOBRIIN, KOKORUDA, KOLOSIEJ, KORNBLUTH, KOSTOLNI, KOTSUR, KOWATCH III, KUAN, KULUG, KURIAN, KWAN, LA PIERRE, LABOY, LACERENZA, LAMENDOLA, LANE, LAREGINA, LASKER, LATIMORE, LATORRE, LE, LEE, LEE, LEE, LEWIS, LEZCANO.