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THE CITY RECORD

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

CITY PLANNING COMMISSION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that resolutions have been adopted by the City Planning Commission, scheduling a public hearing on the following matters to be held at NYC City Planning Commission Hearing Room, Lower Concourse, 120 Broadway, New York, NY, on Wednesday, January 30, 2019 at 10:00 A.M.

BOROUGH OF THE BRONX

Nos. 1, 2 & 3

BLONDELL COMMONS

No. 1

CD 11 C 170438 ZMX
IN THE MATTER OF an application submitted by Blondell Equities LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 4b:

- changing from an M1-1 District to an R7A District property bounded by Ponton Avenue, a line 230 feet northeasterly of Blondell Avenue, Westchester Avenue, and Blondell Avenue; and
- establishing within the proposed R7A District a C2-4 District bounded by Ponton Avenue, a line 230 feet northeasterly of Blondell Avenue, Westchester Avenue, and Blondell Avenue;

as shown on a diagram (for illustrative purposes only) dated October 15, 2018, and subject to the conditions of CEQR Declaration E-505.

No. 2

CD 11 N 170439 ZRX
IN THE MATTER OF an application submitted by Blondell Equities LLC, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying APPENDIX F for the purpose of establishing a Mandatory Inclusionary Housing area.

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

* * *

APPENDIX F Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas

* * *

THE BRONX

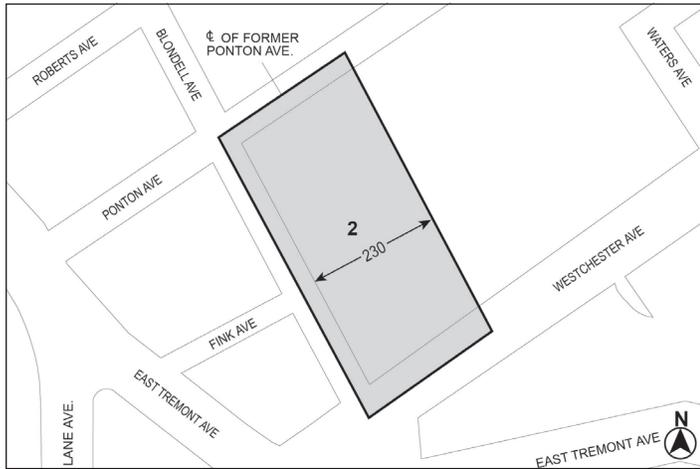
* * *

The Bronx Community District 11

* * *

Map 2 – [date of adoption]

[PROPOSED MAP]



Mandatory Inclusionary Housing Program area *see Section 23-154(d)(3)*
 Area 2 — [date of adoption] MIH Program Option 2

Portion of Community District 11, The Bronx

* * *

No. 3

CD 11 IN THE MATTER OF C 170353 MMX

an application submitted by Blondell Equities LLC pursuant to Sections 197-c and 199 of the New York City Charter and Section 5-430 et seq. of the New York City Administrative Code for an amendment to the City Map involving:

- the elimination, discontinuance and closing of Fink Avenue between Blondell Avenue and Waters Avenue; and
- the adjustment of grades necessitated thereby;

including authorization for any acquisition or disposition of real property related thereto, in accordance with Map No. 13141 dated December 13, 2017 and signed by the Borough President.

BOROUGH OF BROOKLYN
Nos. 4, 5 & 6
103 NORTH 13TH STREET
No. 4

CD 1 IN THE MATTER OF N 190083 ZRK

an application submitted by North 13th Holdings LLC pursuant to Section 201 of the New York City Charter for an amendment of the Zoning Resolution of the City of New York, adding an Industrial Business Incentive Area in Article VII, Chapter 4 (Special Permits by the City Planning Commission).

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

ARTICLE VII ADMINISTRATION

Chapter 4 Special Permits by the City Planning Commission

* * *

74-96 Modification of Use, Bulk, Parking and Loading Regulations in Industrial Business Incentive Areas

For #developments# or #enlargements# on #zoning lots# located within any Industrial Business Incentive Area specified on the map in this Section, the City Planning Commission may increase the maximum permitted #floor area ratio# and modify the #use#, #bulk# and #public plaza# regulations as set forth in Section 74-962 (Floor area increase and public plaza modifications in Industrial Business Incentive Areas). The Commission may also modify parking and loading requirements for such #developments# or #enlargements# pursuant to Section 74-963 (Parking and loading modifications in Industrial Business Incentive Areas).

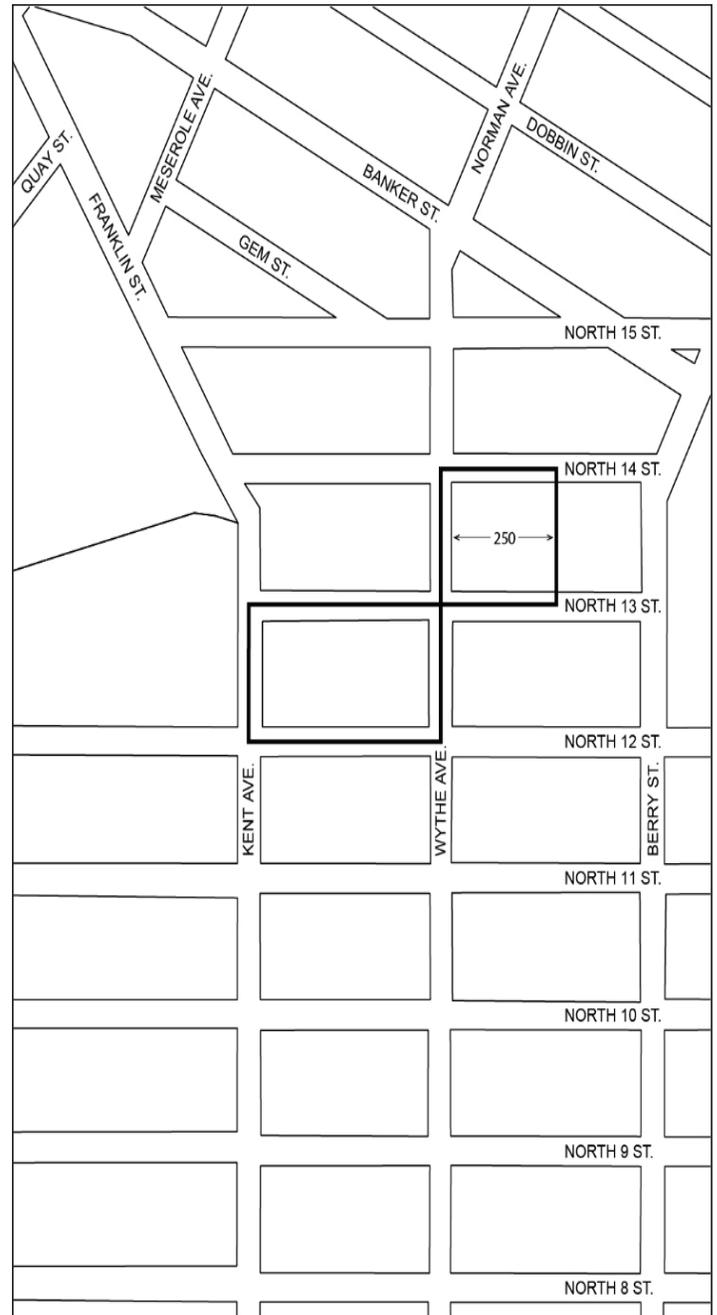
For #developments# or #enlargements# receiving a #floor

area# increase pursuant to this Section, Section 43-20 (YARD REGULATIONS), inclusive, shall be modified as follows: #rear yard# regulations shall not apply to any #development# or #enlargement# on a #through lot#.

Map of Industrial Business Incentive Areas specified:

Community District 1, Borough of Brooklyn: The block bounded by North 12th Street, Kent Avenue, North 13th Street and Wythe Avenue

[PROPOSED MAP]



Industrial Business Incentive Area
 Portion of Community District 1, Borough of Brooklyn

* * *

No. 5

CD 1 IN THE MATTER OF C 190084 ZSK

an application submitted by North 13 Holdings LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-962 of the Zoning Resolution to modify the permitted floor area requirements of Section 43-12 (Maximum Floor Area Ratio) for a proposed 7-story mixed-use building within an Industrial Business Incentive Area, on property located at 103 North 13th Street (Block 2279, Lot 34), in an M1-2 District.

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

No. 6

CD 1 C 190085 ZSK

IN THE MATTER OF an application submitted by North 13 Holdings LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-963 of the Zoning Resolution to reduce the off-street parking requirements of Section 44-20 (Required accessory off-street parking spaces for manufacturing, commercial or community facility uses) and to reduce the loading berth requirements of Section 44-50 (Off-street loading regulations), for a proposed 7-story mixed-use building within an Industrial Business Incentive Area, on property located at 103 North 13th Street (Block 2279, Lot 34), in an M1-2 District.

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

No. 7

McDONALD AVENUE CATERING

CD 12 C 180171 ZMK

IN THE MATTER OF an application submitted by Congregation Chasdei Belz Beth Malka pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 22c, by establishing within an existing R5 District a C2-4 District bounded by Avenue C, McDonald Avenue, a line 150 feet northerly of Cortelyou Road, a line 100 feet easterly of Dahill Road, a line 180 feet southerly of Avenue C, and Dahill Road, as shown on a diagram (for illustrative purposes only) dated October 15, 2018.

Nos. 8-11

809 ATLANTIC AVENUE REZONING

No. 8

CD 2 C 190071 ZMK

IN THE MATTER OF an application submitted by 550 Clinton Partners LLC and 539 Vanderbilt Partners LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 16c:

- eliminating from within an existing R7A District a C2-4 District bounded by a line 100 feet northerly of Atlantic Avenue, Clinton Avenue, Atlantic Avenue, and Vanderbilt Avenue;
- changing from an R7A District to an R6A District property bounded by a line 100 feet northerly of Atlantic Avenue, a line perpendicular to the westerly street line of Clinton Avenue distant 100 feet northerly (as measure along the street line) from the point of intersection of northerly street line of Atlantic Avenue and the westerly street line of Clinton Avenue, and a line midway between Vanderbilt Avenue and Clinton Avenue;
- changing from an R6A District to an R9 District property bounded by:
 - a line perpendicular to the easterly street line of Vanderbilt Avenue distant 135 feet northerly (as measured along the street line) from the point of intersection of the northerly street line of Atlantic Avenue and the easterly street line of Vanderbilt Avenue, a line midway between Vanderbilt Avenue and Clinton Avenue, a line 100 feet northerly of Atlantic Avenue, and a line 80 feet easterly of Vanderbilt Avenue; and
 - a line perpendicular to the westerly street line of Clinton Avenue distant 100 feet northerly (as measure along the street line) from the point of intersection of the northerly street line of Atlantic Avenue and the westerly street line of Clinton Avenue, Clinton Avenue, and a line 100 feet northerly of Atlantic Avenue;
- changing from an R7A District to an R9 District property bounded by a line perpendicular to the easterly street line of Vanderbilt Avenue distant 135 feet northerly (as measured along the street line) from the point of intersection of the northerly street line of Atlantic Avenue and the easterly street line of Vanderbilt Avenue, a line 80 feet easterly of Vanderbilt Avenue, a line 100 feet northerly of Atlantic Avenue, a line midway between Vanderbilt Avenue and Clinton Avenue, a line perpendicular to the westerly street line of Clinton Avenue distant 100 feet northerly (as measure along the street line) from the point of intersection of the northerly street line of Atlantic Avenue and the westerly street line of Clinton Avenue, a line 100 feet northerly of Atlantic Avenue, Clinton Avenue, Atlantic Avenue, and Vanderbilt Avenue; and
- establishing within the proposed R9 District a C2-5 District bounded by a line perpendicular to the easterly street line of Vanderbilt Avenue distant 135 feet northerly (as measured along the street line) from the point of intersection of the northerly street line of Atlantic Avenue and the easterly street line of Vanderbilt Avenue, a line midway between Vanderbilt Avenue and Clinton Avenue, a line perpendicular to the westerly street line of Clinton Avenue distant 100 feet northerly (as measure along the street line) from the point of intersection of the northerly street line of Atlantic Avenue and the westerly street line of Clinton Avenue and the westerly street line of Clinton Avenue

Avenue, Clinton Avenue, Atlantic Avenue, and Vanderbilt Avenue; as shown on a diagram (for illustrative purposes only) dated September 24, 2018, and subject to the conditions of CEQR Declaration E-499.

No. 9

CD 2 C 190072 ZSK

IN THE MATTER OF an application submitted by 550 Clinton Partners LLC and 539 Vanderbilt Partners LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-711 of the Zoning Resolution to modify:

- the zoning lot divided by district boundaries regulations of Section 77-02 (Zoning Lots not Existing Prior to Effective Date or Amendment of Resolution) and Section 77-22 (Floor Area Ratio);
- the lot coverage regulations of Section 23-16 (Special Floor Area and Lot Coverage Provisions for Certain Areas);
- the rear yard regulations of Section 23-52 (Special Provisions for Shallow Interior Lots), Section 33-26 (Minimum Required Rear Yards), and Section 33-29 (Special Provisions Applying along District Boundaries);
- the tower-on-a-base regulations of Section 23-651(a) (Tower regulations) and Section 23-651(b) (Building base regulations);
- the inner court regulations of Section 23-851 (Minimum dimensions of inner courts) and the inner recess regulations of Section 23-852 (Inner court recesses); and
- the minimum distance between legally required windows and lot line regulations of Section 23-86 (Minimum Distance Between Legally Required Windows and Walls or Lot Lines)

in connection with a proposed mixed-use development on property located at 550 Clinton Avenue a.k.a. 539 Vanderbilt Avenue (Block 2010, Lots 1, 10, 51, 59, 1001-1010, and 1101-1118), in R6A, R7A and R9/C2-5* Districts.

*Note: The site is proposed to be rezoned by eliminating a C2-4 District from within an existing R7A District, by changing from R6A and R7A Districts to R6A and R9 Districts, and by establishing a C2-5 District within the proposed R9 District, under a concurrent related application for a Zoning Map change (C 190071 ZMK).

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

No. 10

CD 2 C 190073 ZSK

IN THE MATTER OF an application submitted by 550 Clinton Partners LLC and 539 Vanderbilt Partners LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-533 of the Zoning Resolution to waive the required number of accessory off-street parking spaces for dwelling units in a development within a Transit Zone, that includes at least 20 percent of all dwelling units as income-restricted housing units, in connection with a proposed mixed-use development on property located at 550 Clinton Avenue a.k.a. 539 Vanderbilt Avenue (Block 2010, Lots 1, 10, 51, 59, 1001-1010, and 1101-1118), in R6A, R7A and R9/C2-5* Districts.

*Note: The site is proposed to be rezoned by eliminating a C2-4 District from within an existing R7A District, by changing from R6A and R7A Districts to R6A and R9 Districts, and by establishing a C2-5 District within the proposed R9 District, under a concurrent related application for a Zoning Map change (C 190071 ZMK).

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

No. 11

CD 2 N 190074 ZRK

IN THE MATTER OF an application submitted by 550 Clinton Partners LLC and 539 Vanderbilt Partners LLC pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying APPENDIX F for the purpose of establishing a Mandatory Inclusionary Housing area.

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

* * *

APPENDIX F
Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas

* * *

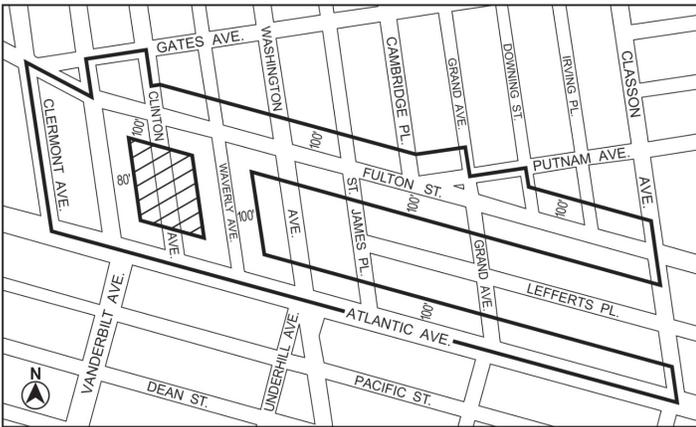
BROOKLYN

* * *

Brooklyn Community District 2

* * *
[EXISTING MAP]

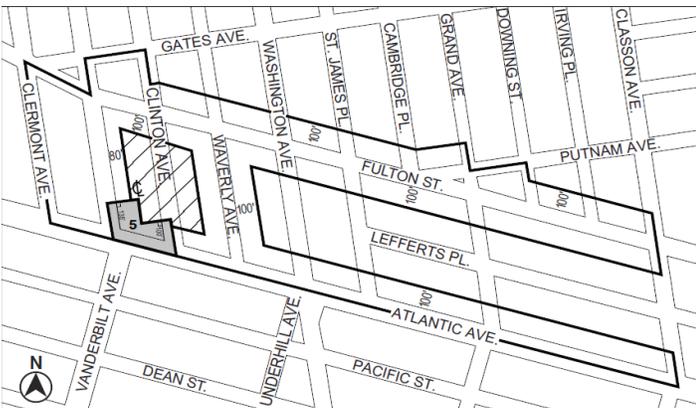
Map 3 – (9/30/09)



-  Inclusionary Housing designated area
-  Excluded area

[PROPOSED MAP]

Map 3 – [date of adoption]



-  Inclusionary Housing designated area
 -  Mandatory Inclusionary Housing Area (see Section 23-154 (d) (3))
 -  Excluded area
- Area 5 — (Date of Adoption), MIH Program Option 2

Portion of Community District 2, Brooklyn

* * *

BOROUGH OF MANHATTAN

No. 12

PARK TERRACE WEST – WEST 217TH STREET HISTORIC DISTRICT

CD 12 N 190233 HKM

IN THE MATTER OF a communication dated December 20, 2018, from the Executive Director of the Landmarks Preservation Commission regarding Park Terrace West – West 217th Street Historic District, designated by the Landmarks Preservation Commission on December 11, 2018 (Designation List No. 511/LP-2621), which consists of the property bounded by a line beginning on the southwest corner of 91 Park Terrace West, Block 2243, Lot 385, extending northerly along the western property lines of 91 to 97 Park Terrace West, then extending northerly to the south curblines of West 218th Street, extending easterly along West 218th Street, to the western curblines of Park Terrace West, then extending southerly along the western curblines of Park Terrace West to 93 Park Terrace West, then easterly across Park Terrace West, along the northern property line of 96 Park Terrace West, and along the northern property lines of 539 to 527 West 217th Street, then extending southerly along the eastern property line of 527 West 217th Street, then

to the northern curblines of West 217th Street, then extending westerly along the northern curblines of West 217th Street, then across Park Terrace West to the western curblines of Park Terrace West, then southerly along the western curblines of Park Terrace West, to the southern property line of 77 Park Terrace West, then westerly along the southern property line of 77 Park Terrace West, then northerly along the western property lines of 77 to 81 Park Terrace West, then easterly along the northern property line of 81 Park Terrace West, then northerly along the western curblines of Park Terrace West to the southern property line of 91 Park Terrace West, then westerly along the southern property line of 91 Park Terrace West, to the point of beginning, Borough of Manhattan, Community District 12.

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



j15-30

CITYWIDE ADMINISTRATIVE SERVICES

■ PUBLIC HEARINGS

**DIVISION OF CITYWIDE PERSONNEL SERVICES
PROPOSED AMENDMENT TO CLASSIFICATION**

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

A 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, at 22 Reade Street, Spector Hall, 1st Floor, New York, NY 10007, on, **January 30, 2019, at 10:00 A.M.**

For more information go to the DCAS website at:
http://www.nyc.gov/html/dcas/html/work/Public_Hearing.shtml.

RESOLVED, that the Classification of the Classified Service of the City of New York is hereby amended under the heading of **DEPARTMENT OF CORRECTION [072]** as follows:

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

Title Code Number	Class of Positions	Salary Range	Number of Authorized Positions
M31142	Confidential Agency Investigator	#	34# #Increase from 10 to 34

This is a Management Class of position paid in accordance with the Pay Plan for Management Employees. Salaries for these positions are set at a rate in accordance with duties and responsibilities.

Part I positions are designated as confidential or policy influencing under Rule 3.2.3. (b) of the Personnel Rules and Regulations of the City of New York and therefore are not covered by Section 75 of the Civil Service Law.

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

Title Code Number	Class of Positions	Annual Salary Range			Number of Authorized Positions
		New Hire Minimum	Incumbent Minimum	Maximum	
31164	Investigator (Discipline) (DOC)	\$41,061	\$47,220	\$87,206	150# #Increase from 60 to 150
	Assignment Level I	\$41,061	\$47,220	\$61,847	
	Assignment Level II	\$49,107	\$56,473	\$69,914	
	Assignment Level III	\$58,459	\$67,228	\$87,206	

Part I positions are designated as confidential or policy influencing under Rule 3.2.3. (b) of the Personnel Rules and Regulations of the City of New York and therefore are not covered by Section 75 of the Civil Service Law.

Accessibility questions: DCAS Accessibility (212) 386-0256, accessibility@dcas.nyc.gov, by: Wednesday, January 23, 2019, 5:00 P.M.



j18-23

COMPTROLLER

MEETING

The City of New York Audit Committee Meeting is scheduled for Wednesday, January 23, 2019, from 9:30 A.M. to NOON, at 1 Centre Street, Room 1005 North, New York, NY 10007. Meeting is open to the general public.

j16-23

HOUSING AUTHORITY

MEETING

The next Board Meeting of the New York City Housing Authority is scheduled for Wednesday, January 30, 2019, at 10:00 A.M., in the Board Room, on the 12th Floor, of 250 Broadway, New York, NY (unless otherwise noted). Copies of the Calendar are available on NYCHA's Website or can be picked up at the Office of the Corporate Secretary, at 250 Broadway, 12th Floor, New York, NY, no earlier than 24 hours before the upcoming Board Meeting. Copies of the Minutes are also available on NYCHA's Website or can be picked up at the Office of the Corporate Secretary, no earlier than 3:00 P.M., on the Thursday after the Board Meeting.

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

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

The meeting will be streamed live on NYCHA's website at <http://nyc.gov/nycha> and <http://on.nyc.gov/boardmeetings>.

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

Accessibility questions: Office of the Corporate Secretary, by phone at (212) 306-6088 or by email at corporate.secretary@nycha.nyc.gov, by: Wednesday, January 16, 2019, 5:00 P.M.



j9-30

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, January 22, 2019, a public hearing will be held at 1 Centre Street, 9th Floor, Borough of Manhattan with respect to the following properties 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. Any person requiring reasonable accommodation in order to participate in the hearing or attend the meeting should contact the Landmarks Commission no later than five (5) business days before the hearing or meeting.

171 Baltic Street - Cobble Hill Historic District
LPC-19-24586 - Block 306 - Lot 7501 - Zoning: R6
CERTIFICATE OF APPROPRIATENESS
A house built c. 1960. Application is to alter the front façade.

281 Jefferson Avenue - Bedford Historic District
LPC-19-31556 - Block 1829 - Lot 74 - Zoning: R6B
CERTIFICATE OF APPROPRIATENESS
A vacant lot. Application is to construct a new building.

324 Macon Street - Bedford-Stuyvesant/Expanded Stuyvesant Heights Historic District

LPC-19-32410 - Block 1669 - Lot 2 - Zoning: R6B
CERTIFICATE OF APPROPRIATENESS

A vacant lot. Application is to construct a new building.

1370 Dean Street - Crown Heights North Historic District

LPC-19-33774 - Block 1215 - Lot 18 - Zoning: R6
CERTIFICATE OF APPROPRIATENESS

A Queen Anne style semi-attached house designed by Gilbert A. Schellenger and built c. 1885. Application is to alter the stoop and install a barrier-free access lift.

615 Eastern Parkway - Crown Heights North Historic District

LPC-19-26973 - Block 1262 - Lot 41 - Zoning: R6
CERTIFICATE OF APPROPRIATENESS

A Chateausque style rowhouse designed by Frederick L. Hine and built c. 1899. Application is to amend a prior Commission approval (LPC 19-1050), including replacing the cornice, installing roof railings, louvers, areaway walls and ironwork, modifying the porch, entrance door and driveway, and excavating the side yard for a below-grade addition.

23 Washington Place - Individual Landmark

LPC-19-33265 - Block 547 - Lot 8 - Zoning: R7-2
CERTIFICATE OF APPROPRIATENESS

A neo-Renaissance style loft building designed by John Woolley and built in 1900-01. Application is to install artwork and lighting.

87 Lafayette Street - Individual Landmark

LPC-19-32476 - Block 197 - Lot 1 - Zoning: C6-4
CERTIFICATE OF APPROPRIATENESS

A French Renaissance Eclectic style fire house designed by Napoleon Le Brun & Sons and built in 1895. Application is to modify a window opening, and install storefront infill and a marquee with illuminated signage.

357 West Broadway - SoHo-Cast Iron Historic District

LPC-19-30335 - Block 475 - Lot 10 - Zoning: M1-5A
CERTIFICATE OF APPROPRIATENESS

A Federal style dwelling built c. 1830. Application is to construct a rear yard addition.

550 West 27th Street, 260 11th Avenue, and 549 West 26th Street - West Chelsea Historic District

LPC-19-34154 - Block 698 - Lot 1, 2 - Zoning: C6-3 and M1-5
CERTIFICATE OF APPROPRIATENESS

An Italian Renaissance Revival style office and factory building designed by Clinton & Russell and built in 1911-1912, an American Round Arch style factory building designed by Charles H. Caldwell and built in 1900-1901, and an empty lot. Application is to construct a new building and rooftop additions, and alter the facades.

241-243 West 75th Street - West End - Collegiate Historic District Extension

LPC-19-32671 - Block 1167 - Lot 1167 - Zoning: R8B
CERTIFICATE OF APPROPRIATENESS

Two Romanesque Revival style rowhouses designed by William J. Merritt and built in 1884-1885, altered and combined in the 20th Century. Application is to construct rear yard additions and rooftop additions, excavate for the construction of below-grade additions, and construct a barrier-free access ramp.

828 Madison Avenue - Upper East Side Historic District

LPC-19-33789 - Block 1384 - Lot 7502 - Zoning: C5-1
CERTIFICATE OF APPROPRIATENESS

A neo-Renaissance style apartment building designed by George F. Pelham and built in 1925-26. Application is to modify the marquee.

274 Lenox Avenue - Mount Morris Park Historic District

LPC-19-33694 - Block 1721 - Lot 72 - Zoning: R7-2
CERTIFICATE OF APPROPRIATENESS

A rowhouse designed by Charles H. Beer and built in 1885-1886. Application is to modify and legalize storefront infill installed without Landmarks Preservation Commission permit(s).

j8-22

BOARD OF STANDARDS AND APPEALS

PUBLIC HEARINGS

February 5, 2019, 10:00 A.M.

NOTICE IS HEREBY GIVEN of a public hearing, Tuesday morning, February 5, 2019, 10:00 A.M., in Spector Hall, 22 Reade Street, New York, NY 10007, on the following matters:

SPECIAL ORDER CALENDAR

244-97-BZ

APPLICANT – Rothkrug Rothkrug & Spector LLP, for Parkwood Realty Associates, LLC, owner; Crunch 83rd Street LLC, lessee.
SUBJECT – Application October 18, 2018 – Extension of Term of a previously approved Special Permit (§73-36) permitting the operation of a Physical Cultural Establishment (Crunch Fitness) which expires on November 4, 2018; Extension of Time to Obtain a Certificate of Occupancy which expired on September 25, 2008; Waiver of the Board's Rules. C2-5/R8B zoning district.

PREMISES AFFECTED – 158/62 West 83rd Street, Block 1213, Lot 58, Borough of Manhattan.

COMMUNITY BOARD #7M**156-03-BZ**

APPLICANT – Goldman Harris LLC, for Queens Theater Owner LLC, owner.

SUBJECT – Application November 8, 2018 – Extension of Time to commence construction of a previously granted Variance § (72-21) for the construction of a 16-story mixed-use commercial/community facility/ residential building contrary to the bulk regulations which expires on October 21, 2019. C2-2/R6 zoning district.

PREMISES AFFECTED – 135-35 Northern Boulevard, Block 4958, Lot 38, Borough of Queens.

COMMUNITY BOARD #7Q**127-15-BZ**

APPLICANT – Goldman Harris LLC, for Xin Development Group International, Inc., owner.

SUBJECT – Application November 8, 2018 – Extension of Time to commence construction of a previously approved Special Permit (§73-66) permitting construction of building more than the height limits established, pursuant Z.R. §§61-211 & 61-22 which expires on October 27, 2019. The proposed building was approved by the Board, pursuant to BSA Calendar Number 156-03-BZ. C2-2/R6 zoning district.

PREMISES AFFECTED – 135-35 Northern Boulevard, Block 4958, Lot 38, Borough of Queens.

COMMUNITY BOARD #7Q**61-08-BZ**

APPLICANT – Law Office of Fredrick A. Becker, for 429-441 86th Street, LLC, owner; TSI Bay Ridge 86th Street, LLC dba New York Sports Club, lessee.

SUBJECT – Application September 21, 2018 – Extension of Term of a previously approved Special Permit (§73-36) permitting the operation of a Physical Cultural Establishment (New York Sports Club) located on the second and third floors of a three-story commercial building, which expired on June 1, 2018; Waiver of the Board's Rules. C4-2A zoning district and Special Bay Ridge District.

PREMISES AFFECTED – 439 86th Street, Block 6035, Lot 64, Borough of Brooklyn.

COMMUNITY BOARD #10BK**89-10-BZ**

APPLICANT – Kramer Levin Naftalis & Frankel LLP, for Mercer Sunshine LLC, owner.

SUBJECT – Application February 5, 2019 – Extension of Time to Complete Construction of a previously approved Variance (§72-21) permitting commercial use below the floor level of the second story, contrary to §§42-14(D)(2)(b) which expired on November 23, 2018. M1-5B zoning district.

PREMISES AFFECTED – 53 Mercer Street, Block 474, Lot 14, Borough of Manhattan.

COMMUNITY BOARD #2M

APPEAL CALENDAR

2018-47-A

APPLICANT – Jeffrey Geary, for Philip Deangelis, owner.

SUBJECT – Application March 30, 2018 – Common Law Vesting application requesting that the Board determine that the property owner secured a vested right to complete construction of a proposed development under the prior R3X zoning prior to a rezoning which occurred on February 2, 2011.

PREMISES AFFECTED – 45 Case Avenue, Block 6670, Lot 70, Borough of Staten Island.

COMMUNITY BOARD #3SI

February 5, 2019, 1:00 P.M.

NOTICE IS HEREBY GIVEN of a public hearing, Tuesday afternoon, February 5, 2019, 1:00 P.M., in Spector Hall, 22 Reade Street, New York, NY 10007, on the following matters:

ZONING CALENDAR

2017-231-BZ

APPLICANT – Eric Palatnik, P.C., for PMG NE LLC, owner.

SUBJECT – Application July 28, 2017 – Special Permit (§73-211) to permit the operation of an Automotive Service Station (UG 16B) with an accessory convenience store. C2-3/R6 zoning district.

PREMISES AFFECTED – 765 Pennsylvania Avenue, Block 4323, Lot 40, Borough of Brooklyn.

COMMUNITY BOARD #5BK

2018-103-BZ

APPLICANT – Law Office of Lyra J. Altman, for Jacqueline Mosseri and Alan Mosseri, owners.

SUBJECT – Application June 28, 2018 – Special Permit (§73-622) to permit the enlargement of an existing single-family home, contrary to ZR §23-47 (less than the required rear yard). R5 (Special Ocean Parkway) and R5 (Special Ocean Parkway Sub-district).

PREMISES AFFECTED – 936 Avenue R, Block 6685, Lot 15, Borough of Brooklyn.

COMMUNITY BOARD #15BK**2018-106-BZ**

APPLICANT – Eric Palatnik, P.C., for Tatiana Markel, owner.

SUBJECT – Application July 3, 2018 – Special Permit (§73-622) to permit the enlargement of an existing two-family residence to be converted to a single-family home, contrary to floor area, lot coverage and open space (§23-142); side yard requirements (§§23-461) and less than the required rear yard (§23-47). R3-1 zoning district.

PREMISES AFFECTED – 124 Hastings Street, Block 8750, Lot 336, Borough of Brooklyn.

COMMUNITY BOARD #15BK**2018-120-BZ**

APPLICANT – Bryan Cave Leighton Paisner LLP, for Silverstein MB LLC, owner; Silverstein MB LLC, lessee.

SUBJECT – Application July 19, 2018 – Special Permit (§73-36) to permit the operation of a Physical Cultural Establishment (550 West 41st Gym) to be located within a proposed building contrary to ZR §32-10. C6-4 Special Hudson Yards District.

PREMISES AFFECTED – 550 West 41st Street, Block 1069, Lot 1, Borough of Manhattan.

COMMUNITY BOARD #4M

Margery Perlmutter, Chair/Commissioner

Accessibility questions: mmilfort@bsa.nyc.gov, (212) 386-0078, by: Friday, February 1, 2019, 4:00 P.M.



• j22-23

TRANSPORTATION

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, pursuant to law, that the following proposed revocable consent, has been scheduled for a public hearing by the New York City Department of Transportation. The hearing will be held, at 55 Water Street, 9th Floor, Room 945, commencing at 2:00 P.M., on Wednesday, January 23, 2019. Interested parties can obtain copies of proposed agreement or request sign-language interpreters (with at least seven days prior notice), at 55 Water Street, 9th Floor SW, New York, NY 10041, or by calling (212) 839-6550.

#1 IN THE MATTER OF a proposed Fourth Modification to a revocable consent authorizing Consolidated Edison Company of New York, Inc., to construct, maintain and use improvements ancillary to, but not within, a franchise granted prior to July 1, 1990. The improvements consist of antenna equipment boxes and conduits and related appurtenances on the tops and sides of New York City Department of Transportation street lights poles, in the Boroughs of Brooklyn and Queens. The proposed revocable consent is for a term of three years from Date of Approval by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 2181.**

For the period July 1, 2018 to June 30, 2019 - \$846,573/per annum + \$1,500/per subsequent location/per annum (prorated from the Approval Date by the Mayor)

For the period July 1, 2019 to June 30, 2020 - \$993,794

For the period July 1, 2020 to June 30, 2021 - \$998,515

For the period July 1, 2021 to June 30, 2022 - \$1,003,236

the maintenance of additional security deposit in the sum of \$65,000 and the insurance shall be the amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000), per occurrence for bodily and property damage, Seven Million Hundred Thousand Dollars (7,500,000), for personal and advertising injury, Seven Million Five Hundred Thousand Dollars (\$7,500,000) aggregate, and Seven Million Five Thousand Dollars (\$7,500,000) products/completed operations, and Ten Million Dollars (\$10,000,000), excess liability coverage and in the aggregate.

j2-23

COURT NOTICES

SUPREME COURT

QUEENS COUNTY

■ NOTICE

**QUEENS COUNTY
I.A.S. PART 38
NOTICE OF ACQUISITION
INDEX NUMBER 712649 /2018
CONDEMNATION PROCEEDING**

IN THE MATTER OF the Application of the CITY OF NEW YORK, relative to acquiring title in fee simple to property, located in Queens, including all or parts of

151ST PLACE from 135TH AVENUE to NORTH CONDUIT AVENUE

in the Borough of Queens, City and State of New York.

PLEASE TAKE NOTICE, that by order of the Supreme Court of the State of New York, County of Queens, IAS Part 38 (Hon. Carmen R. Velasquez, J.S.C.), duly entered in the office of the Clerk of the County of Queens on December 17, 2018 (“Order”), the application of the City of New York to acquire certain real property for the construction of storm and sanitary sewers, in the Borough of Queens, City and State of New York, was granted and the City was thereby authorized to file an acquisition map with the Office of the City Register. Said map, showing the property acquired by the City, was filed with the City Register. Title to the real property vested in the City of New York on December 18, 2018 (“Vesting Date”).

PLEASE TAKE FURTHER NOTICE, that the City has acquired the following parcels of real property:

Damage Parcel	Block	Lot
1A	12132	Adjacent to 25
2A	12133	Adjacent to 1

PLEASE TAKE FURTHER NOTICE, that pursuant to said Order and to §§ 503 and 504 of the Eminent Domain Procedure Law of the State of New York, each and every person interested in the real property acquired in the above-referenced proceeding and having any claim or demand on account thereof shall have a period of one calendar year from the Vesting Date for this proceeding in which to file a written claim with the Clerk of the Court of Queens County, and to serve within the same time a copy thereof on the Corporation Counsel of the City of New York, Tax and Bankruptcy Litigation Division, 100 Church Street, New York, NY 10007. Pursuant to EDPL § 504, the claim shall include:

- a. the name and post office address of the condemnee;
- b. reasonable identification by reference to the acquisition map, or otherwise, of the property affected by the acquisition, and the condemnee’s interest therein;
- c. a general statement of the nature and type of damages claimed, including a schedule of fixture items which comprise part or all of the damages claimed; and,
- d. if represented by an attorney, the name, address and telephone number of the condemnee’s attorney.

Pursuant to EDPL § 503(C), in the event a claim is made for fixtures or for any interest other than the fee in the real property acquired, a copy of the claim, together with the schedule of fixture items, if applicable, shall also be served upon the fee owner of said real property.

PLEASE TAKE FURTHER NOTICE, that pursuant to § 5-310 of the New York City Administrative Code, proof of title shall be submitted to the Corporation Counsel of the City of New York, Tax and Bankruptcy Litigation Division, 100 Church Street, New York, NY 10007.

Dated: New York, NY
January 2, 2019

ZACHARY W. CARTER
Corporation Counsel of the City of New York
100 Church Street
New York, NY 10007
Telephone: (212) 356-4064

j14-28

**QUEENS COUNTY
I.A.S. PART 38
NOTICE OF ACQUISITION
INDEX NUMBER 715181/2018
CONDEMNATION PROCEEDING**

IN THE MATTER OF the Application of the CITY OF NEW YORK, relative to acquiring title in fee simple absolute to certain real property known as Queens County Tax Block 2448, Lot 60, required as a site for the construction of and access to the

THIRD WATER TUNNEL SHAFT 18B – STAGE 2

Located in the Borough of Queens, City and State of New York

PLEASE TAKE NOTICE, that by order of the Supreme Court of the State of New York, County of Queens, IA Part 38 (Hon. Carmen R. Velasquez, J.S.C.), duly entered in the office of the Clerk of the County of Queens on December 20, 2018 (“Order”), the application of the City of New York to acquire certain real property, for the construction of and access to Shaft 18B of the City’s Third Water Tunnel, was granted and the City was thereby authorized to file an acquisition map with the Office of the City Register. Said map, showing the property acquired by the City, was filed with the Office of the City Register. Title to the real property vested in the City of New York on December 28, 2018 (“Vesting Date”).

PLEASE TAKE FURTHER NOTICE, that the City has acquired the following parcels of real property as more particularly described in the Order and shown on the Damage and Acquisition map for this proceeding:

Damage Parcel	Block	Lot
1	2448	60

PLEASE TAKE FURTHER NOTICE, that pursuant to said Order and to §§ 503 and 504 of the Eminent Domain Procedure Law (“EDPL”) of the State of New York, each and every person interested in the real property acquired in the above-referenced proceeding and having any claim or demand on account thereof, shall have a period of one calendar year from the Vesting Date for this proceeding, to file a written claim with the Clerk of the Court of Queens County, and to serve within the same timeframe a copy thereof on the Corporation Counsel of the City of New York, Tax and Bankruptcy Litigation Division, 100 Church Street, New York, NY 10007. Pursuant to EDPL § 504, the claim shall include:

- a. the name and post office address of the condemnee;
- b. reasonable identification by reference to the acquisition map, or otherwise, of the property affected by the acquisition, and the condemnee’s interest therein;
- c. a general statement of the nature and type of damages claimed, including a schedule of fixture items which comprise part or all of the damages claimed; and,
- d. if represented by an attorney, the name, address and telephone number of the condemnee’s attorney.

Pursuant to EDPL § 503(C), in the event a claim is made for fixtures or for any interest other than the fee in the real property acquired, a copy of the claim, together with the schedule of fixture items, if applicable, shall also be served upon the fee owner of said real property.

PLEASE TAKE FURTHER NOTICE, that, pursuant to § 5-310 of the New York City Administrative Code, proof of title shall be submitted to the Corporation Counsel of the City of New York, Tax and Bankruptcy Litigation Division, 100 Church Street, New York, NY 10007.

Dated: New York, NY
January 3, 2019
ZACHARY W. CARTER
Corporation Counsel of the City of New York
100 Church Street
New York, NY 10007

j11-25

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 by appointment at: Kenben Industries Ltd., 1908 Shore Parkway, Brooklyn, NY 11214. Phone: (718) 802-0022

m30-s11

OFFICE OF CITYWIDE PROCUREMENT

■ SALE

The Department of Citywide Administrative Services, Office of Citywide Procurement is currently selling surplus assets on the Internet. Visit <http://www.publicsurplus.com/sms/nycdcas.ny/browse/home>

To begin bidding, simply click on 'Register' on the home page.

There are no fees to register. Offerings may include but are not limited to: office supplies/equipment, furniture, building supplies, machine tools, HVAC/plumbing/electrical equipment, lab equipment, marine equipment, and more.

Public access to computer workstations and assistance with placing bids is available at the following locations:

- DCAS Central Storehouse, 66-26 Metropolitan Avenue, Middle Village, NY 11379
- DCAS, Office of Citywide Procurement, 1 Centre Street, 18th Floor, New York, NY 10007

j2-d31

HOUSING PRESERVATION AND DEVELOPMENT

■ PUBLIC HEARINGS

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

j9-30

POLICE

■ NOTICE

OWNERS ARE WANTED BY THE PROPERTY CLERK DIVISION OF THE NEW YORK CITY POLICE DEPARTMENT

The following list of properties is in the custody of the Property Clerk Division without claimants:

Motor vehicles, boats, bicycles, business machines, cameras, calculating machines, electrical and optical property, furniture, furs, handbags, hardware, jewelry, photographic equipment, radios, robes, sound systems, surgical and musical instruments, tools, wearing apparel, communications equipment, computers, and other miscellaneous articles.

Items are recovered, lost, abandoned property obtained from prisoners, emotionally disturbed, intoxicated and deceased persons; and property obtained from persons incapable of caring for themselves.

INQUIRIES

Inquiries relating to such property should be made in the Borough concerned, at the following office of the Property Clerk.

FOR MOTOR VEHICLES (All Boroughs):

- Springfield Gardens Auto Pound, 174-20 North Boundary Road, Queens, NY 11430, (718) 553-9555
- Erie Basin Auto Pound, 700 Columbia Street, Brooklyn, NY 11231, (718) 246-2030

FOR ALL OTHER PROPERTY

- Manhattan - 1 Police Plaza, New York, NY 10038, (646) 610-5906
- Brooklyn - 84th Precinct, 301 Gold Street, Brooklyn, NY 11201, (718) 875-6675
- Bronx Property Clerk - 215 East 161 Street, Bronx, NY 10451, (718) 590-2806
- Queens Property Clerk - 47-07 Pearson Place, Long Island City, NY 11101, (718) 433-2678
- Staten Island Property Clerk - 1 Edgewater Plaza, Staten Island, NY 10301, (718) 876-8484

j2-d31

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

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 prequalification application using the City's Health and Human Services (HHS) Accelerator System. The HHS Accelerator System is a web-based system maintained by the City of New York for use by its human services Agencies to manage procurement. The process removes redundancy by capturing information about boards, filings, policies, and general service experience centrally. As a result, specific proposals for funding are more focused on program design, scope, and budget.

Important information about the new method

- Prequalification applications are 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, organizational capacity, and relevant service experience.
- Approved organizations will be eligible to compete and would submit electronic proposals through the system.

The Client and Community Service Catalog, which lists all Prequalification service categories and the NYC Procurement Roadmap, which lists all RFPs to be managed by HHS Accelerator may be viewed at <http://www.nyc.gov/html/hhsaccelerator/html/roadmap/roadmap.shtml>. All current and prospective vendors should frequently review information listed on roadmap to take full advantage of upcoming opportunities for funding.

Participating NYC Agencies

HHS Accelerator, led by the Office of the Mayor, is governed by an

Executive Steering Committee of Agency Heads who represent the following NYC Agencies:

Administration for Children's Services (ACS)
 Department for the Aging (DFTA)
 Department of Consumer Affairs (DCA)
 Department of Corrections (DOC)
 Department of Health and Mental Hygiene (DOHMH)
 Department of Homeless Services (DHS)
 Department of Probation (DOP)
 Department of Small Business Services (SBS)
 Department of Youth and Community Development (DYCD)
 Housing and Preservation Department (HPD)
 Human Resources Administration (HRA)
 Office of the Criminal Justice Coordinator (CJC)

To sign up for training on the new system, and for additional information about HHS Accelerator, including background materials, user guides and video tutorials, please visit www.nyc.gov/hhsaccelerator

ADMINISTRATION FOR CHILDREN'S SERVICES

■ AWARD

Human Services/Client Services

CHILD CARE SERVICES - BP/City Council Discretionary - PIN# 06819L0001001 - AMT: \$1,017,530.00 - TO: Nasry Michelen Day Care Center Inc., 415 West 150th Street, New York, NY 10031.

◀ j22

AGING

CONTRACT PROCUREMENT AND SUPPORT SERVICES

■ AWARD

Human Services/Client Services

SENIOR SERVICES - BP/City Council Discretionary - PIN# 12519L0084001 - AMT: \$251,000.00 - TO: Catholic Charities Neighborhood Services Inc., 191 Joralemon Street, 14th Floor, Brooklyn, NY 11201.

City Council/Borough President discretionary - funds for this contract have been provided through a discretionary award, to enhance services to New York City's older adults.

◀ j22

CITYWIDE ADMINISTRATIVE SERVICES

■ AWARD

Services (other than human services)

DIVERSITY AND EEO TRAINING - Renewal - PIN# 85614P0002002R001 - AMT: \$198,000.00 - TO: Corporate Counseling Association Inc., 475 Park Avenue, South, 5th Floor, New York, NY 10016.

◀ j22

DESIGN AND CONSTRUCTION

AGENCY CHIEF CONTRACTING OFFICER

■ SOLICITATION

Construction/Construction Services

CONSTRUCTION OF STORM SEWERS AND APPURTENANCES AND RECONSTRUCTION OF WATER MAINS IN 84TH ROAD-BOROUGH OF QUEENS - Competitive Sealed Bids - PIN# 85019B0033 - Due 2-13-19 at 11:00 A.M.

PROJECT NO.: SEQ200553/DDC PIN: 8502016SE0003C
 Bid document deposit-\$35.00 per set-company check or money order only-no cash accepted-late bids will not be accepted.
 Special Experience Requirements
 Apprenticeship Participation Requirements apply to this contract.
 Bid documents are available at: <http://ddcbiddocuments.nyc.gov/inet/html/contrbid.asp>

As of August 1, 2017, the New York City Mayor's Office of Contract Services (MOCS) has launched the Procurement and Sourcing

Solutions Portal (PASSPort), a new procurement system that will replace the paper – VENDEX process.

All organizations intending to do business with the City of New York should complete an online disclosure process to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. In anticipation of awards, bidders/proposers must create an account and enroll in PASSPort, and file all disclosure information. Paper submissions, including Certifications of No Changes to existing VENDEX packages will not be accepted in lieu of complete online filings. You can access PASSPort from the following link: <http://www.nyc.gov/passport>

Companies certified by the New York City Department of Small Business Services as Minority-or Women-Owned Business Enterprises ("M/WBE") are strongly encouraged to submit a bid. This procurement is subject to Minority-Owned and Women-Owned Business Enterprises (MWBE) participation goals as required by Local Law 1 of 2013. All respondents will be required to submit an M/WBE Participation Plan with their response. For the MWBE goals, please visit our website at <http://ddcbiddocuments.nyc.gov/inet/html/contrbid.asp> see "Bid Opportunities". For a list of companies certified by the NYC Department of Small Business Services, please visit www.nyc.gov/buycertified. To find out how to become certified, visit www.nyc.gov/getcertified or call the DSBS certification helpline, at (212) 513-6311.

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

Design and Construction, 30-30 Thomson Avenue, 1st Floor, Long Island City, NY 11101. Brenda Barreiro (718) 391-1041; csb_projectinquiries@ddc.nyc.gov

◀ j22

RECONSTRUCTION OF COLLAPSED VITRIFIED CLAY PIPE SEWERS-BOROUGH OF BROOKLYN - Competitive Sealed Bids - PIN# 85019B0041 - Due 2-14-19 at 11:00 A.M.

PROJECT NO.: SEK201BN8/DDC PIN: 8502019SE0015C
 Bid Document Deposit-\$35.00 per set-company check or money order only-no cash accepted-late bids will not be accepted.
 Special Experience Requirements
 Apprenticeship Participation Requirements apply to this contract.
 Bid documents are available at: <http://ddcbiddocuments.nyc.gov/inet/html/contrbid.asp>

As of August 1, 2017, the New York City Mayor's Office of Contract Services (MOCS) has launched the Procurement and Sourcing Solutions Portal (PASSPort), a new procurement system that will replace the paper – VENDEX process.

All organizations intending to do business with the City of New York should complete an online disclosure process to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. In anticipation of awards, bidders/proposers must create an account and enroll in PASSPort, and file all disclosure information. Paper submissions, including Certifications of No Changes to existing VENDEX packages will not be accepted in lieu of complete online filings. You can access PASSPort from the following link: <http://www.nyc.gov/passport>

THIS PROJECT IS SUBJECT TO HireNYC

This procurement is subject to Minority-Owned and Women-Owned Business Enterprises (MWBE) participation goals as required by Local Law 1 of 2013. All respondents will be required to submit an M/WBE Participation Plan with their response. For the MWBE goals, please visit our website at <http://ddcbiddocuments.nyc.gov/inet/html/contrbid.asp> see "Bid Opportunities". For a list of companies certified by the NYC Department of Small Business Services, please visit www.nyc.gov/buycertified. To find out how to become certified, visit www.nyc.gov/getcertified or call the DSBS certification helpline, at (212) 513-6311.

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

Design and Construction, 30-30 Thomson Avenue, 1st Floor, Long Island City, NY 11101. Brenda Barreiro (718) 391-1041; csb_projectinquiries@ddc.nyc.gov

◀ j22

ENVIRONMENTAL PROTECTION

PURCHASING MANAGEMENT

■ AWARD

Services (other than human services)

BRANDING SERVICES - Innovative Procurement - Other - PIN# 9089008 - AMT: \$87,500.00 - TO: Monaghan Farkas Inc., DBA Smakk Studios, 181 North 11th Street, Suite 207, Brooklyn, NY 11211.

MWBE Innovative Procurement.

◀ j22

BOILER MAINTENANCE - Innovative Procurement - Other - PIN# 9200062 - AMT: \$132,500.00 - TO: Building Maintenance Corp., 68-30 Jay Avenue, Maspeth, NY 11378.

MWBE Innovative Procurement.

◀ j22

HEALTH AND MENTAL HYGIENE

■ AWARD

Human Services/Client Services

OUTREACH AND EDUCATION EFFORTS REGARDING HEALTHCARE ACCESS - BP/City Council Discretionary - PIN# 19HN036101ROX00 - AMT: \$182,331.00 - TO: Urban Health Plan Inc., 1065 Southern Boulevard, Bronx, NY 10459.

◀ j22

AGENCY CHIEF CONTRACTING OFFICER

■ SOLICITATION

Construction Related Services

ARCHITECTURAL AND ENGINEERING SERVICES - Competitive Sealed Proposals - Judgment required in evaluating proposals - PIN# 19BS013100ROX00 - Due 3-4-19 at 2:00 P.M.

The New York City Department of Health and Mental Hygiene (The Agency/DOHMH), is seeking an appropriately qualified contractor by Quality Based Selection (QBS) to provide professional Architectural and Engineering ("AE") services for preparation of related design and construction documentation services for renovation, rehabilitation, and new construction projects at various existing and new DOHMH facilities located within the five (5) boroughs of New York City.

The Request for Proposal document will be available to access online at: <http://www1.nyc.gov/site/doh/business/opportunities/contracting-opportunities.page>, or for pick up at the address listed below weekdays from 10:00 A.M. - 4:00 P.M.

There will be a Pre-Proposal Conference at 11:30 A.M., on January 29, 2019, at 42-09 28th Street, Room 16-49, Long Island City, NY 11101. Attendance by proposers is optional, but strongly recommended. Please RSVP for the conference by 2:00 P.M., on January 28, 2019, by emailing the name, title, and affiliation of each attendee to RFP@health.nyc.gov. Please state "A and E Attendee" in the subject line.

Any questions regarding this solicitation must be submitted in writing by 2:00 P.M., on February 7, 2019, to RFP@health.nyc.gov.

Proposals must conform with the requirements indicated in the solicitation document and must be received by 2:00 P.M., on March 4, 2019.

This procurement is subject to participation goals for MBEs and/or WBEs as required by Section 6-129 of the New York City Administrative Code.

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.

Health and Mental Hygiene, 42-09 28th Street, 17th Floor, CN#30A, Long Island City, NY 11101. Dara Lewohl (347) 396-4390; rfp@health.nyc.gov

◀ j22

MAYOR'S OFFICE OF CRIMINAL JUSTICE

■ SOLICITATION

Human Services/Client Services

HIGH-RISK YOUTH PROGRAM - Negotiated Acquisition - Other - PIN #00219N0002 - Due 2-22-19 at 5:00 P.M.

The Mayor's Office of Criminal Justice seeks to procure a program aimed at serving high-risk, justice-involved young people with exhibited challenges succeeding in other programs or diversion efforts.

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

Mayor's Office of Criminal Justice, 1 Centre Street, Room 1012N, New York, NY 10007. Gerald Foley (646) 576-3471; Fax: (212) 312-0825; gfoley@cityhall.nyc.gov

j15-22

PARKS AND RECREATION

■ VENDOR LIST

Construction Related Services

PREQUALIFIED VENDOR LIST: GENERAL CONSTRUCTION, NON-COMPLEX GENERAL CONSTRUCTION SITE WORK ASSOCIATED WITH NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION ("DPR") AND/OR "PARKS") PARKS AND PLAYGROUNDS CONSTRUCTION AND RECONSTRUCTION PROJECTS.

NYC DPR is seeking to evaluate and pre-qualify a list of general contractors (a "PQL") exclusively to conduct non-complex general construction site work involving the construction and reconstruction of NYC DPR parks and playgrounds projects not exceeding \$3 million per contract ("General Construction").

By establishing contractor's qualification and experience in advance, NYC DPR will have a pool of competent contractors from which it can draw to promptly and effectively reconstruct and construct its parks, playgrounds, beaches, gardens and green-streets. NYC DPR will select contractors from the General Construction PQL for non-complex general construction site work of up to \$3,000,000.00 per contract, through the use of a Competitive Sealed Bid solicited from the PQL generated from this RFQ.

The vendors selected for inclusion in the General Construction PQL, will be invited to participate in the NYC Construction Mentorship. NYC Construction Mentorship focuses on increasing the use of small NYC contracts, and winning larger contracts with larger values. Firms participating in NYC Construction Mentorship will have the opportunity to take management classes and receive on-the-job training provided by a construction management firm.

NYC DPR will only consider applications for this General Construction PQL from contractors who meet any one of the following criteria:

- 1) The submitting entity must be a Certified Minority/Woman Business enterprise (M/WBE)*;
- 2) The submitting entity must be a registered joint venture or have a valid legal agreement as a joint venture, with at least one of the entities in the joint venture being a certified M/WBE*;
- 3) The submitting entity must indicate a commitment to sub-contract no less than 50 percent of any awarded job to a certified M/WBE for every work order awarded.

* Firms that are in the process of becoming a New York City-Certified M/WBE, may submit a PQL application and submit a M/WBE Acknowledgement Letter, which states the Department of Small Business Services has begun the Certification process.

Application documents may also be obtained online at: <http://a856-internet.nyc.gov/nycvendoronline/home.asap>; or <http://www.nycgovparks.org/opportunities/business>.

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, Olmsted Center Annex, Flushing Meadows - Corona Park, Flushing, NY 11368. Alicia H. Williams (718) 760-6925; Fax: (718) 760-6885; dmwbe.capital@parks.nyc.gov

j2-d31

CONTRACTS**■ SOLICITATION***Construction / Construction Services*

RECONSTRUCTION OF A COMFORT STATION - Competitive Sealed Bids - PIN# M240-218MA - Due 2-20-19 at 10:30 A.M.

The Reconstruction of Audubon Comfort Station, located on Audubon Avenue between West 169th and West 170th Street, Borough of Manhattan. E-Pin# 84619B0073.

Pre-Bid Meeting: Monday, February 4, 2019, Time: 11:30 A.M., Location: Olmsted Center Annex Bid Room.

This procurement is subject to participation goals for MBEs and/or WBEs, as required by Local Law 1 of 2013. Contract Under Project Labor Agreement.

Bidders are hereby advised that this contract is subject to the Project Labor Agreement (PLA) Covering Specified Renovation and Rehabilitation of City-Owned Buildings and Structures entered into between the City and the Building and Construction Trades Council of Greater New York ("BCTC") affiliated local unions. Please refer to the bid documents for further information.

Bid Security: Bid Bond in the amount of 10 percent of Bid Amount or Bid Deposit in the amount of 5 percent of Bid Amount. The Cost Estimate Range is: Less than \$1,000,000.00.

To request the Plan Holder's List, please call the Blue Print Room, at (718) 760-6576.

To manage your vendor name and commodity codes on file with the City of New York, please go to New York City's Procurement and Sourcing Solutions Portal (PASSPort) at <https://a858-login.nyc.gov/osp/a/t1/auth/saml2/sso>. To manage or update your email, address or contact information, please go to New York City's Payee Informational Portal at <https://a127-pip.nyc.gov/webapp/PRDPCW/SelfService>.

Bid documents are available for a fee of \$25.00 in the Blueprint Room, Room #64, Olmsted Center, from 8:00 A.M. to 3:00 P.M. The fee is payable by company check or money order to the City of New York, Parks and Recreation. A separate check/money order is required for each project. The company name, address and telephone number as well as the project contract number must appear on the check/money order. Bidders should ensure that the correct company name, address, telephone number and email address information are submitted by your company/messenger service when picking up bid documents.

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, Olmsted Center, Room 64, Flushing Meadows - Corona Park, Flushing, NY 11368. Kylie Murphy (718) 760-6855; kylie.murphy@parks.nyc.gov

◀ j22

POLICE**CONTRACT ADMINISTRATION****■ INTENT TO AWARD***Services (other than human services)*

5 DAY PATROL RESPONSE TO ACTIVE SHOOTER TRAINING

- Sole Source - Available only from a single source - PIN# 0561900001500 - Due 1-28-19 at 2:00 P.M.

The New York City Police Department, intends to enter into Sole Source negotiations with Reston Group, LLC, located at 505 Sebastian Square, Saint Augustine, FL 32095, for the 5 Day Patrol Response to Active Shooter Training. Such training is commercially available offered by Reston Group, LLC. Any entity which believes that it can provide the required services, is invited to indicate such interest by email, to Administrative Procurement Analyst, Sheanni Gunasekera, at Sheanni.Gunasekera@nypd.org, on or before January 28, 2019, 2:00 P.M.

Pursuant to Section 3-05(b) of the NYC Procurement Policy Board Rules, the Agency Chief Contracting Officer, in consultation with the NYPD's Counterterrorism Bureau, has made a determination that a Sole Source procurement is justified due to the fact that Reston Group, LLC, is the only company that conducts their training in accordance with the tactics used and the response system currently taught by the NYPD, is the sole provider of the "5 Day Patrol Response to Active Shooter" training course, the certification course and any associated materials. Reston Group, LLC concepts in the designing of these courses are the intellectual property of Reston Group, LLC.

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.

Police, 90 Church Street, 12th Floor, Suite 1206, New York, NY 10007. Sheanni Gunasekera (646) 610-5221; Fax: (646) 610-5224; sheanni.gunasekera@nypd.org

j18-25

SCHOOL CONSTRUCTION AUTHORITY**■ SOLICITATION***Construction / Construction Services*

ROOFTOP PLAYGROUND - Competitive Sealed Bids - PIN# SCA19-17279D-1 - Due 2-5-19 at 11:00 A.M.

PS 151 (Manhattan)

SCA system-generated category: (not to be interpreted as a "bid range") \$1,000,001 to \$4,000,000.

Documents Available: January 15, 2019.

Pre-Bid Walk Through Date: January 25, 2019, at 10:00 A.M., at: 421 East 88 Street, New York, NY 10128. Potential bidders are encouraged to attend but this walkthrough is not mandatory. Meet at the Custodian's Office.

BIDDERS MUST BE PRE-QUALIFIED BY THE SCA AT THE TIME OF THE BID OPENING DATE.

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

School Construction Authority, 30-30 Thomson Avenue, Long Island City, NY 11101. Lily Persaud (718) 752-5852.

◀ j22

TRANSPORTATION**BRIDGES****■ SOLICITATION***Construction / Construction Services*

REHABILITATION OF 678I (SB) TO BCIP (EB) BRIDGE OVER ACCESS ROAD 678I, BOROUGH OF QUEENS - Competitive Sealed Bids - PIN# 84118QUBR230 - Due 3-5-19 at 11:00 A.M.

THIS PROCUREMENT IS SUBJECT TO PARTICIPATION GOALS FOR MINORITY OWNED BUSINESS ENTERPRISES (MBEs) AND/OR WOMEN-OWNED BUSINESS ENTERPRISES (WBEs) AS REQUIRED BY SECTION 6-129 OF THE NEW YORK CITY ADMINISTRATIVE CODE (Target/Goal for M/WBE can be seen in the Schedule B of the Bid Book Number 1 of 2). This Contract is also Subject to the APPRENTICESHIP PROGRAM and the NYC Comptrollers Labor Law 220 prevailing wages requirements as described in the Solicitation Materials.

MINORITY OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES (M/WBE) will be afforded full opportunity to submit bids and the City of New York hereby notifies all bidders that it will affirmatively ensure that any contract entered into, pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the basis of race, color, sex, sexual orientation, national origin, age or place of residence. Prospective bidder's attention is also directed to the requirements of schedule "B" in the proposal concerning M/WBE participation in the contract. The schedule of proposed M/WBE participation is to be submitted by the apparent low bidder within seven (7) calendar days after the date of opening of bids. The M/WBE goal for this project is 30 percent.

Solicitation documents (Specifications ONLY) will be available for download free of charge starting January 22, 2019, for the full duration of the Solicitation Time from the City Record Website at City Record On-Line (<https://a856-cityrecord.nyc.gov/>)

Drawings are not available for download and MUST be purchased. A printed copy of the solicitation and drawing set can be purchased at:

New York City Department of Transportation, Office of the Agency Chief Contracting Officer/Contract Management Unit, 55 Water Street, Ground Floor, New York, NY 10041, between 9:00 A.M. - 3:00 P.M., Monday to Friday, excludes holidays. The entrance is located on the South Side of the Building facing the Vietnam Veterans Memorial. You will not be allowed in the building without government issued identification (driver's license, passport, etc.). A deposit of \$50.00 is required for the specification book and a deposit of \$50.00 is required

for drawings set in the form of a certified check or money order payable to the New York City Department of Transportation. No Cash or Personal Checks Accepted.

A Pre-Bid Meeting (Optional) has been scheduled for February 6, 2019, at 3:00 P.M., in the Agency Chief Contracting Officer Bid Room, Ground Floor, 55 Water Street, NYC. All prospective bidders are requested to attend. Seats are limited. In this connection, please limit the number of attendees to maximum of two personnel per firm. Please submit the name(s) of attendees to the Project Manager no later than two (2) business days prior to the Pre-Bid Meeting date. All questions shall be submitted in writing to the designated person indicated below. Deadline for submission of questions is February 11, 2019, by 5:00 P.M., please contact Mr. Hari Velkur, New York City Department of Transportation, 55 Water Street, 8th Floor, New York, NY 10041, Telephone No. (212) 839-9403, Email: hvelkur@dot.nyc.gov.

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

Transportation, Contract Management Unit, 55 Water Street, Ground Floor, New York, NY 10041. Bid Window (212) 839-9435.

◀ j22

CITYSCAPE AND FRANCHISES

■ SOLICITATION

Services (other than human services)

FLATIRON PLAZA FOOD AND BEVERAGE SUBCONCESSION OPPORTUNITIES - Request for Proposals - PIN# FLATIRON2019 - Due 2-22-19 at 5:00 P.M.

The Flatiron/23rd Street Partnership Business Improvement District ("BID"), a not-for-profit corporation organized under the laws of the State of New York, is seeking proposals ("Proposals") from qualified firms ("Proposers") by two Requests for Proposal ("Request" or "RFP") to manage and operate outdoor food and beverage kiosk subconcessions ("Subconcession") at the Flatiron North Plaza, located 23rd Street, Broadway, and Fifth Avenue; and the Flatiron South Plaza, located on Broadway between 22nd and 23rd Streets.

A pre-Proposal Conference will be held on Thursday, January 24th, 2019, at the BID's office (27 West 24th Street, Suite 800B, New York, NY 10010) that will include a site visit to the plaza. All questions regarding the RFP must be in writing and should be directed to Kurt Cavanaugh, Deputy Director, via electronic mail. Questions should be submitted no later than February 1, 2019 at 5:00 P.M.

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

Transportation, 27 West 24th Street, Suite 800B, New York, NY 10010. Kurt Cavanaugh (212) 741-2323; Fax: (212) 839-9895; kcavanaugh@flatironbid.org

◀ j22

CONTRACT AWARD HEARINGS

NOTE: LOCATION(S) ARE ACCESSIBLE TO INDIVIDUALS USING WHEELCHAIRS OR OTHER MOBILITY DEVICES. FOR FURTHER INFORMATION ON ACCESSIBILITY OR TO MAKE A REQUEST FOR ACCOMMODATIONS, SUCH AS SIGN LANGUAGE INTERPRETATION SERVICES, PLEASE CONTACT THE MAYOR'S OFFICE OF CONTRACT SERVICES (MOCS) VIA E-MAIL AT DISABILITYAFFAIRS@MOCS.NYC.GOV OR VIA PHONE AT (212) 788-0010. ANY PERSON REQUIRING REASONABLE ACCOMMODATION FOR THE PUBLIC HEARING SHOULD CONTACT MOCS AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE HEARING TO ENSURE AVAILABILITY.



ADMINISTRATION FOR CHILDREN'S SERVICES

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Public Hearing, will be held at 150 William Street, 9th Floor, Room 9-C1 New York, NY 10038, on

February 4, 2019, commencing at 10:00 A.M.

IN THE MATTER OF one (1) proposed contract between the Administration for Children's Services of the City of New York and the contractor listed below, for the provision of Wrap-Around Support for Transitional-Aged Foster Youth Initiative. The term of the contract will be from July 1, 2018 to June 30, 2019.

Contractor/Address	PIN	Amount
SCO Family of Services 1 Alexander Place Glen Cove, NY 11542	06819L0013001	\$245,000

The proposed contractor has been selected by means of a Line Item Appropriation – City Council Discretionary Funding award, pursuant to Section 1-02 (e) of the Procurement Policy Board Rules.

A copy of the draft contract is available for public inspection at the New York City Administration for Children's Services, Office of Child Welfare Services, 150 William Street, 9th Floor, Borough of Manhattan, on business days from January 22, 2019 through February 4, 2019, exclusive of holidays, between the hours of 10:00 A.M. and 4:00 P.M. Please contact Socorro Corpuz of the Office of Child Welfare Services Contracts, at (212) 341-3493 to arrange a visit.

◀ j22

AGENCY RULES

ADMINISTRATIVE TRIALS AND HEARINGS

■ NOTICE

Notice of Public Hearing and Opportunity to Comment on Proposed Rule

What are we proposing? The Office of Administrative Trials and Hearings (OATH) proposes to amend Sections 3-15 and 3-16 of subchapter A of Chapter 3 of Title 48 of the rules of the City of New York, concerning the appellate procedures that apply to proceedings conducted by OATH pursuant to § 1049-a of the New York City Charter.

When and where is the Hearing? OATH will hold a public hearing on the proposed rule. The public hearing will take place from **10:00 A.M. through 11:00 A.M., on February 21, 2019**. The hearing will be in the OATH Conference Room, located at 66 John Street, 10th Floor, New York, NY 10038.

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

- **Website.** You can submit comments to OATH through the NYC rules website at <http://rules.cityofnewyork.us/>.
- **Email.** You can email written comments to Rules_Oath@oath.nyc.gov.
- **Mail.** You can mail written comments to OATH, Attention: Simone Salloum, Senior Counsel, 100 Church Street, 12th Floor, New York, NY 10007.
- **Fax.** You can fax written comments to OATH, Attention: Simone Salloum, Senior Counsel, at (646) 500-5742.
- **Hearing.** You can speak 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 calling OATH at (212) 436-0708, or you can also sign up in the hearing room before the hearing begins on **February 21, 2019**. You can speak for up to three (3) minutes.

Is there a deadline to submit written comments? You may submit written comments up to **5:00 P.M., on February 21, 2019**.

What if I need assistance to participate in the Hearing? You must tell us if you need a reasonable accommodation of a disability at the Hearing. You must tell us if you need a sign language interpreter. You can tell us by mail at 100 Church Street, 12th Floor, New York, NY 10007. You may also tell us by telephone at (212) 436-0708. Advance notice is requested to allow sufficient time to arrange the accommodation. Please tell us by **February 14, 2019**.

This location has the following accessibility option(s) available:

Wheelchair Accessible.

Can I review the comments made on the proposed rule? You can review the comments that have been submitted online by visiting the NYC rules website at <http://rules.cityofnewyork.us/>. A few days after the hearing, a transcript of the hearing and copies of the written comments will be available to the public at OATH, 66 John Street, 10th Floor, New York, NY 10038.

What authorizes OATH to make this rule? Section 1049-a of the City Charter authorizes OATH to make this proposed rule. This proposed rule was included in OATH's regulatory agenda for this Fiscal Year.

Where can I find OATH's rules? OATH's rules are in Title 48 of the Rules of the City of New York.

What laws govern the rulemaking process? OATH must meet the requirements of Section 1043(b) of the City Charter when creating or changing rules. This notice is made according to the requirements of Sections 1043(b) and 1049-a of the City Charter.

Statement of Basis and Purpose of Proposed Rule

The Office of Administrative Trials and Hearings (OATH) proposes to amend Sections 3-15 and 3-16 of subchapter A of Chapter 3 of Title 48 of the Rules of the City of New York, concerning the appellate procedures that apply to proceedings conducted by OATH pursuant to § 1049-a of the New York City Charter. The amendments to subdivision a of Section 3-15 clarify that, unless a request for a superseding appeal is timely filed, appeals decisions issued by OATH's Environmental Control Board are final determinations of the Tribunal subject to judicial review pursuant to Article 78 of the Civil Practice Law and Rules (CPLR). The amendments to subdivision b of Section 3-15 explain that: (1) a request for a superseding appeal must be served upon the non-requesting party; (2) a decision denying a request for a superseding appeal incorporates by reference the initial appeals decision while a decision granting a request for a superseding appeal vacates the initial appeals decision; and (3) a superseding appeals decision granting or denying a request for a superseding appeal is the final determination of the Tribunal subject to judicial review, pursuant to Article 78 of the CPLR.

The amendments to the title of Section 3-16 clarify that this section provides the procedure for seeking judicial review when the board has either not issued an appeals decision after 180 days from the filing of an appeal, or has not issued a superseding appeals decision after 180 days from requesting a superseding appeal. These amendments also provide a more organized explanation of the conditions necessary to rely upon the recommended decision as a final determination.

This proposal was included in OATH's FY 2018 and 2019 Regulatory Agendas.

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

Section 1. Sections 3-15 and 3-16 of Chapter 3 of Title 48 of the Rules of the City of New York are amended to read as follows:

§ 3-15 Panel or Board Review of Appeals.

(a) The Board will establish panels from among its members to review recommended decisions [issued] prepared by the Appeals Unit pursuant to § 6-19(e), and to issue appeals decisions. A panel may refer a case to the Board for review if the panel is unable to reach a decision. Such case will be considered by the Board and the Board will issue [a] an appeals decision. Unless a party files a request pursuant to subdivision (b) of this section, the appeals decision of the panel or the Board will be deemed to have been issued by, and become the final [decision] determination [of,] the Board, which is also a final determination of the Tribunal. [The Board's final decision is also the final decision of the Tribunal] Judicial review of such determination may be sought pursuant to Article 78 of the New York Civil Practice Law and Rules (CPLR).

(b) Superseding appeals decisions. Within 10 days of the mailing of the Board's appeals decision, a party may apply to the Board for a superseding appeals decision to correct ministerial errors or errors due to mistake of fact or law. The request for a superseding appeals decision must be served upon the non-requesting party. A decision denying a request for a superseding appeal incorporates by reference the initial appeals decision. A decision granting a request for a superseding appeal vacates the initial appeals decision. This superseding appeals decision will become the final [decision] determination of the Board, which is also the final determination of the Tribunal. [The Board's final decision is also the final decision of the Tribunal] Judicial review of such determination may be sought pursuant to Article 78 of the CPLR.

§ 3-16 Judicial Review [of] When Board Decision[s] is Delayed.

(a) [If a Respondent appeals and] the Board has not issued [a final] an appeals decision within 180 days from the filing of the appeal, or if the Board has not issued a superseding appeals decision within 180 days from the request for superseding appeal, the Respondent may at any time file a petition seeking judicial review of the Hearing

Officer's recommended decision pursuant to Article 78 of the New York Civil Practice Law and Rules (CPLR). Such Respondent may rely on the recommended decision of the Hearing Officer as the final [decision] determination of the Board, provided that the following three conditions are met:

- (1) at least forty-five days before the filing of such petition, the Respondent files with the Board written notice of the Respondent's intention to file the Article 78 petition;
 - (2) [the Board has still not issued a final decision when the Respondent files the petition] the Respondent serves and files the Article 78 petition on the Board pursuant to the CPLR; and
 - (3) [the Respondent serves the petition on the Board, pursuant to the CPLR] the Board has not issued an appeals decision or, if applicable, a superseding appeals decision at the time of filing the petition.
- (b) The Board may issue a final [decision] determination after a Respondent files with the Board written notice of intention to file a petition for judicial review under subdivision (a) and before the Respondent has filed the petition.

**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: Appellate Decisions of Environmental Control Board

REFERENCE NUMBER: 2018 RG 095

RULEMAKING AGENCY: Office of Administrative Trials and Hearings

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: December 31, 2018

**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 Rules of Appellate Procedure

REFERENCE NUMBER: OATH-ECB-87

RULEMAKING AGENCY: Office of Administrative Trials and Hearings

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 a cure period does not apply to the issuance of a final appeals determination.

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

December 31, 2018
Date

Accessibility questions: (212) 436-0708, by: Thursday, February 14, 2019, 5:00 P.M.



SPECIAL MATERIALS

HEALTH AND MENTAL HYGIENE

■ NOTICE

The New York City Department of Health and Mental Hygiene (DOHMH), intends to issue an RFP to provide swim instruction and the required lifeguard supervision at multiple Department of Education pool locations throughout NYC for a six week period each summer. All services would be performed in conformance with New York State and New York City swimming regulations. The goals of this RFP are to: provide free summer swim lessons, familiarize youth with water safety skills, reduce the disproportionate risk of drowning, especially among Black and Latino youth, provide opportunities to youth, ages 6 – 18, for physical activity and recreation, and provide youth with employment opportunities via lifeguard training and swim instruction certification.

The Concept Paper will be posted on the DOHMH website, www.nyc.gov/health, January 24, 2019 through March 11, 2019. Comments in response to the Concept Paper should be submitted, in writing, to RFP@health.nyc.gov, no later than March 8, 2019. Make sure to include "Making Waves Concept Paper" in the subject line.

j16-23

HOUSING PRESERVATION AND DEVELOPMENT

■ NOTICE

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

Notice Date: January 11, 2019

To: Occupants, Former Occupants, and Other Interested Parties

Property:	Address	Application #	Inquiry Period
	330 West 45 th Street, Manhattan	148/18	December 10, 2003 to Present

Authority: Special Clinton District, Zoning Resolution §96-110

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

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

j11-22

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

Notice Date: January 11, 2019

To: Occupants, Former Occupants, and Other Interested Parties

Property:	Address	Application #	Inquiry Period
	316 West 95 th Street, Manhattan	135/18	December 6, 2015 to Present
	40 West 35 th Street, Manhattan	147/18	December 5, 2015 to Present
	a/k/a 42 West 35 th Street, 611 West 142 nd Street, Manhattan	154/18	December 17, 2015 to Present
	880 5 th Avenue, Manhattan	161/18	December 21, 2015 to Present

Authority: SRO, Administrative Code §27-2093

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

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

j11-22

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

Notice Date: January 11, 2019

To: Occupants, Former Occupants, and Other Interested Parties

Property:	Address	Application #	Inquiry Period
	9 Post Avenue, Manhattan	136/18	December 18, 2013 to Present
	a/k/a 9-15 Post Avenue		
	66 Vermilyea Avenue, Manhattan	137/18	December 18, 2013 to Present
	390 Wadsworth Avenue, Manhattan	155/18	December 18, 2013 to Present
	711 West 180 th Street, Manhattan	156/18	December 19, 2013 to Present
	146 Mulberry Street, Manhattan	159/18	December 19, 2013 to Present
	247 Audubon Avenue, Manhattan	160/18	December 20, 2013 to Present
	a/k/a 519 West 177 th Street,		
	4018 15 th Avenue, Brooklyn	152/18	December 7, 2013 to Present
	a/k/a 1475 41 st Street		
	690 Cleveland Street, Brooklyn	153/18	December 14, 2013 to Present

Authority: Pilot Program Administrative Code §27-2093.1, §28-505.3

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

The owner of the building identified above has applied for a Certification of No Harassment. If you have any comments or evidence of harassment at this building, please notify HPD at **CONH Unit, 100 Gold Street, 6th Floor, New York, NY 10038**, by letter postmarked not later than

45 days from the date of this notice or by an in-person statement made within the same period. To schedule an appointment for an in-person statement, please call (212) 863-5277 or (212) 863-8211.

j11-22

OFFICE OF LABOR RELATIONS

NOTICE

Deputy Sheriffs Association 2011-2018 Agreement

AGREEMENT entered into this 28th day of December, 2018 by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and the New York City Deputy Sheriffs Association (hereinafter referred to as the "Union"), for the period from May 1, 2011 through April 30, 2018.

WITNESSETH:

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

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

- Deputy Sheriff (Level I)
Deputy Sheriff (Level II)
Supervising Deputy Sheriff (Level I)
Supervising Deputy Sheriff (Level II)

Section 2.

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

ARTICLE II - DUES CHECKOFF

Section 1.

a. The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each Employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969,

Title:

a. Deputy Sheriff - Level I
hired prior to 1/1/06

Table with 10 columns: Title, 3/31/12, 4/1/12, 11/1/12, 11/1/13, 11/1/14, 11/1/15, 11/1/16, 11/1/17. Rows include 6th Grade, 5th Grade, 4th Grade, 3rd Grade, 2nd Grade, 1st Grade.

Title:

b. Deputy Sheriff - Level I
Hired on or after 1/1/06

Table with 10 columns: Title, 3/31/12, 4/1/12, 11/1/12, 11/1/13, 11/1/14, 11/1/15, 11/1/16, 11/1/17. Rows include 1st 6 months, 6th Grade - after 6 months.

entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."

b. Any Employee may consent in writing to the authorization of the deduction of dues from the Employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the Employee.

Section 2.

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

ARTICLE III - SALARIES

Section 1.

- a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.
b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of either thirty five (35) or forty (40) hours.
c. Employees who work on a per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:
Per diem rate - 1/261 of the appropriate minimum basic salary.
Hourly Rate - 40 hour week basis - 1/2088 of the appropriate minimum basic salary.
35 hour week basis - 1/1827 of the appropriate minimum basic salary.
d. The maximum salary for a title shall not constitute a bar to the payment of any salary adjustment or pay differentials provided for in this Agreement but the said increase above the maximum shall not be deemed a promotion.

Section 2.

Employees in the following title(s), except for new employees, shall be subject to the following specified basic amounts, which, where specified, include both salary rates and longevity adjustments.

5th Grade - after 1.5 years	\$43,644	\$44,080	\$44,521	\$44,966	\$45,416	\$46,097	\$47,249	\$48,666
4th Grade - after 2.5 years	\$48,779	\$49,267	\$49,760	\$50,258	\$50,761	\$51,522	\$52,810	\$54,394
3rd Grade -after 3.5 years	\$53,270	\$53,803	\$54,341	\$54,884	\$55,433	\$56,264	\$57,671	\$59,401
2nd Grade - after 4.5 years	\$56,609	\$57,175	\$57,747	\$58,324	\$58,907	\$59,791	\$61,286	\$63,125
1st Grade - after 5.5 years	\$76,488	\$77,253	\$78,026	\$78,806	\$79,594	\$80,788	\$82,808	\$85,292

Title:

c. Deputy Sheriff - Level II
Hired/promoted prior to 1/1/06

	<u>3/31/12</u>	<u>4/1/12</u>	<u>11/1/12</u>	<u>11/1/13</u>	<u>11/1/14</u>	<u>11/1/15</u>	<u>11/1/16</u>	<u>11/1/17</u>
6th Grade	\$80,974	\$81,784	\$82,602	\$83,428	\$84,262	\$85,526	\$87,664	\$90,294
5th Grade	\$82,092	\$82,913	\$83,742	\$84,579	\$85,425	\$86,706	\$88,874	\$91,540
4th Grade	\$83,210	\$84,042	\$84,882	\$85,731	\$86,588	\$87,887	\$90,084	\$92,787
3rd Grade	\$84,328	\$85,171	\$86,023	\$86,883	\$87,752	\$89,068	\$91,295	\$94,034
2nd Grade	\$85,448	\$86,302	\$87,165	\$88,037	\$88,917	\$90,251	\$92,507	\$95,282
1st Grade	\$86,571	\$87,437	\$88,311	\$89,194	\$90,086	\$91,437	\$93,723	\$96,535

Title:

d. Deputy Sheriff - Level II
Hired/promoted on or after 1/1/06

	<u>3/31/12</u>	<u>4/1/12</u>	<u>11/1/12</u>	<u>11/1/13</u>	<u>11/1/14</u>	<u>11/1/15</u>	<u>11/1/16</u>	<u>11/1/17</u>
6th Grade	\$78,301	\$79,084	\$79,875	\$80,674	\$81,481	\$82,703	\$84,771	\$87,314
5th Grade	\$78,942	\$79,731	\$80,528	\$81,333	\$82,146	\$83,378	\$85,462	\$88,026
4th Grade	\$79,585	\$80,381	\$81,185	\$81,997	\$82,817	\$84,059	\$86,160	\$88,745
3rd Grade	\$80,228	\$81,030	\$81,840	\$82,658	\$83,485	\$84,737	\$86,855	\$89,461
2nd Grade	\$80,869	\$81,678	\$82,495	\$83,320	\$84,153	\$85,415	\$87,550	\$90,177
1st Grade	\$86,571	\$87,437	\$88,311	\$89,194	\$90,086	\$91,437	\$93,723	\$96,535

Title:

e. Supervising Deputy City Sheriffs Level I
Hired/promoted prior to 1/1/06

	<u>3/31/12</u>	<u>4/1/12</u>	<u>11/1/12</u>	<u>11/1/13</u>	<u>11/1/14</u>	<u>11/1/15</u>	<u>11/1/16</u>	<u>11/1/17</u>
3rd Grade	\$91,676	\$92,593	\$93,519	\$94,454	\$95,399	\$96,830	\$99,251	\$102,229
2nd Grade	\$93,796	\$94,734	\$95,681	\$96,638	\$97,604	\$99,068	\$101,545	\$104,591
1st Grade	\$95,910	\$96,869	\$97,838	\$98,816	\$99,804	\$101,301	\$103,834	\$106,949

Title:

f. Supervising Deputy City Sheriffs Level I
Hired/promoted on/after 1/1/06

	<u>3/31/12</u>	<u>4/1/12</u>	<u>11/1/12</u>	<u>11/1/13</u>	<u>11/1/14</u>	<u>11/1/15</u>	<u>11/1/16</u>	<u>11/1/17</u>
5th Grade	\$88,571	\$89,457	\$90,352	\$91,256	\$92,169	\$93,552	\$95,891	\$98,768
4th Grade	\$89,854	\$90,753	\$91,661	\$92,578	\$93,504	\$94,907	\$97,280	\$100,198
3rd Grade	\$91,137	\$92,048	\$92,968	\$93,898	\$94,837	\$96,260	\$98,667	\$101,627
2nd Grade	\$92,421	\$93,345	\$94,278	\$95,221	\$96,173	\$97,616	\$100,056	\$103,058
1st Grade	\$95,910	\$96,869	\$97,838	\$98,816	\$99,804	\$101,301	\$103,834	\$106,949

Title:

g. Supervising Deputy City Sheriff Level II
Hired/promoted prior to 1/1/06

	<u>3/31/12</u>	<u>4/1/12</u>	<u>11/1/12</u>	<u>11/1/13</u>	<u>11/1/14</u>	<u>11/1/15</u>	<u>11/1/16</u>	<u>11/1/17</u>
	\$103,655	\$104,692	\$105,739	\$106,796	\$107,864	\$109,482	\$112,219	\$115,586

Title:

h. Supervising Deputy City Sheriff Level II
Hired/promoted on/after 1/1/06

	<u>3/31/12</u>	<u>4/1/12</u>	<u>11/1/12</u>	<u>11/1/13</u>	<u>11/1/14</u>	<u>11/1/15</u>	<u>11/1/16</u>	<u>11/1/17</u>
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3rd Grade	\$97,556	\$98,532	\$99,517	\$100,512	\$101,517	\$103,040	\$105,616	\$108,784
2nd Grade	\$98,840	\$99,828	\$100,826	\$101,834	\$102,852	\$104,395	\$107,005	\$110,215
1st Grade	\$103,655	\$104,692	\$105,739	\$106,796	\$107,864	\$109,482	\$112,219	\$115,586

i. Grades - An Employee shall advance one grade annually on the anniversary of their employment and/or promotion.

j. Longevity Adjustments - Longevity adjustments shall be paid as follows:

Deputy Sheriff Level I and II and Supervising Deputy Sheriff Level I:

(i) Effective May 1, 2011, Employees shall continue to receive \$2,000 after five (5) years of service; \$5,000 after ten (10) years of service; \$6,245 after fifteen (15) years of service; and \$7,495 after twenty (20) years of service.

Supervising Deputy Sheriff Level II:

(ii) Effective May 1, 2011, Employees shall continue to receive \$6,245 after fifteen (15) years of service and \$7,495 after twenty (20) years of service.

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

(iv) The calculation of night shift differential payments shall be based upon the same factors, amounts and methodology as previously utilized.

(v) ITHP and pension benefit calculations shall only include the amount of the longevity payment that is pensionable.

Section 3. General Wage Increase:

a. Ratification Bonus

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

i. Part-time per annum and full-time per diem Employees shall receive a pro-rata lump sum cash payment the computation of which shall be based on service during the period from May 1, 2014 through April 30, 2015.

ii. Part-time per annum, part-time per diem (including seasonal appointees), per session, hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment based on their regularly scheduled hours and the hours in a full calendar year.

iii. The lump sum cash payments shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.

iv. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of Section 3a of this Article III. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

b. General Wage Increases

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

1. Effective April 1, 2012, Employees shall receive a general increase of 1.00%.
2. Effective November 1, 2012, Employees shall receive a general increase of 1.00%.
3. Effective November 1, 2013, Employees shall receive a general increase of 1.00%.
4. Effective November 1, 2014, Employees shall receive a general increase of 1.00%.
5. Effective November 1, 2015, Employees shall receive a

general increase of 1.50%.

6. Effective November 1, 2016, Employees shall receive a general increase of 2.50%.

7. Effective November 1, 2017, Employees shall receive a general increase of 3.00%.

ii. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 3a on the basis of computations heretofore utilized by the parties for all such Employees.

iii. The general increases provided for in Section 3b above shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the day prior to the general increase, e.g. the general increase provided for in Section 3 b.i.1 shall be based on the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 31, 2012.

iv. The general increases shall be applied to the base rates, incremental salary levels and the minimum "hiring rates", minimum "incumbent rates" and maximum rates (including levels) if any, fixed for the applicable titles.

Section 4. New Hires

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 5.

A person employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis shall receive upon the date of such appointment or promotion the minimum salary for the title to which such appointment or promotion is made.

Class of Positions

- Deputy Sheriff (Level II)
- Supervising Deputy Sheriff (Level I)
- Supervising Deputy Sheriff (Level II)

Section 6. Annuity Fund

Effective May 1, 2011, the City shall continue to contribute the total contribution of \$1,349 per annum for each Employee on full pay status for an entire year. 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.

Effective June 1, 2014, the annual annuity contribution shall be increased by \$146, for a total contribution of \$1,495 per annum.

Effective November 1, 2017, the annual annuity contribution shall be increased by \$79.20, for a total contribution of \$1,574.20 per annum.

ARTICLE IV – SHIFT DIFFERENTIAL AND HOLIDAY PREMIUM

Section 1.

There shall be a shift differential of ten percent (10%) for all employees covered by this Agreement for all scheduled hours worked between 6:00 P.M. and 8:00 A.M. with more than one hour of work between 6:00 P.M. and 8:00 A.M.

Section 2.

a. If an employee is required to work on any of the holidays listed in Section 9 of Article V, the employee shall receive a fifty percent (50%) cash premium for all hours worked on the holiday and shall, in addition, receive compensatory time off at the employee's regular rate of pay. Compensatory time off earned pursuant to this Section may be scheduled by the agency either prior to or after the day on which the holiday falls.

b. If the holiday designated pursuant to this Agreement falls on a Saturday or a Sunday the following provisions shall apply:

- i. The fifty percent (50%) cash premium and compensatory time off at the employee's regular rate of pay shall be paid to all employees who work on the actual holiday only.
- ii. Employees required to work on the Friday or Monday day of observance designated pursuant to Article V, Section 9 shall receive compensatory time only.

- iii. For an employee scheduled to work on both the Saturday or Sunday holiday and the day designated for observance the following shall apply:
 - (1) If the employee is required to work on only one of such days, the employee shall be deemed to have received compensatory time off and shall receive the fifty percent (50%) cash premium only when required to work on the actual holiday.
 - (2) If the employee is required to work on both such days, the employee shall receive the fifty percent (50%) cash premium and compensatory time off at the employee's regular rate of pay only for all hours worked on the actual holiday.
- c. i. If an employee is required to work on a holiday which falls on the employee's scheduled day off, the employee may choose whether such holiday work is to be compensated by the fifty percent (50%) cash premium and compensatory time off provided for above, or if the employee is otherwise eligible, by the overtime provisions of Article VI.
- ii. An employee shall not receive for the same hours of work both (1) overtime pay and (2) the fifty percent (50%) cash premium and compensatory time off.
- iii. Regardless of whether the holiday falls on a regular working day or on a scheduled day off, if the number of hours worked on such holiday exceeds the employee's normal daily tour of duty, all hours of work in excess of such normal daily tour of duty shall be covered by the provisions of Article VI.
- d. Shifts which begin at 11 P.M. or later on the day before the holiday shall be deemed to have been worked entirely on the holiday, and shifts which begin at 11 P.M. or later on the holiday shall be deemed not to have been worked on the holiday.
- e. As an alternative to the methods of compensation provided in subsections 2(a), 2(b), and 2(c), an employee may elect in writing to receive compensation either entirely in cash or entirely in compensatory time for any such holiday worked. Such election shall be subject to the approval of the agency head, executive director of a hospital, or the Chief of Personnel in the Police Department, or their designee whose decision shall be final. In no case shall the compensation under this provision exceed or be less than the value of the compensation provided under subsections 2(a), 2(b), or 2(c).

Section 3.

- a. An employee may receive both a shift differential and holiday premium pay for the same hours of work, but in such cases each shall be computed separately according to subsection 3(b), below.
- b. Shift differentials and holiday premium pay shall in all cases be computed on the individual employee's hourly rate of pay.

ARTICLE V – OVERTIME

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

Section 1.

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

Section 2.

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

Section 3.

- a. Ordered involuntary overtime which results in an employee working in excess of forty (40) hours in any calendar week shall be compensated in cash at time and one half (1-1/2 times).
- b. For those employees whose normal work week is less than forty (40) hours, any such ordered involuntary overtime worked between

the maximum of that work week and forty (40) hours in any calendar week, shall be compensated in cash at straight time (1x).

- c. Upon the written approval of an employee's request by the agency head or designee, an employee who works ordered involuntary overtime shall have the option of being compensated in time off at the applicable rates provided in Sections 3(a) and 3(b) provided that the exercise of such option does not violate the provisions of ("FLSA").
- d. There shall be no rescheduling of days off and/or tours of duty to avoid the payment of overtime compensation. Any work performed on a scheduled day off shall be covered by this Article.
- e. Employees who are paid in cash or who are compensated in time at the rate of time and one-half (1½X) for overtime pursuant to subsection c of this Section or the Fair Labor Standards Act may not credit such time for meal allowance.

Section 4.

- a. Authorized voluntary overtime which results in any employee working in excess of the employee's normal work week in any calendar week shall be compensated in time off at the rate of straight time (1x).
- b. For employees covered by the provisions of FLSA, voluntary overtime actually worked in excess of forty hours in a calendar week shall be compensated at the rate of time and one-half (1½x) in time provided that the total unliquidated compensatory hours credited to an employee pursuant to this provision may not exceed 240 hours. If an employee has reached the 240 hour maximum accrual for FLSA compensatory time, all subsequent overtime earned under this provision must be compensated in cash at time and one-half (1½x).

Section 5.

- a. No credit shall be recorded for unauthorized overtime. Credit for all authorized overtime beyond the normal work week shall accrue in units of one-quarter (¼) hour to the nearest one-quarter (¼) hour and, except for an employee covered by the provisions of FLSA who has actually worked in excess of forty hours in said calendar week, only after one (1) hour.
 - i. Effective July 15, 1996, credit for all authorized overtime, beyond the normal work week, shall accrue in units of **one-half (½) hour** to the nearest **one-half (½) hour**.
 - ii. For employees covered by Unit Agreements that expire March 31, 2000, subsection 5(a)(i) shall be in effect from July 15, 1996 to March 31, 2000.
 - iii. For employees covered by Unit Agreements that expire December 31, 1999, subsection 5(a)(i) shall be in effect from July 15, 1996 to December 31, 1999.

Section 6.

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

- a. For employees whose basic work week is thirty-five (35) hours:

$$\frac{1}{11827} \quad \text{or} \quad \frac{1}{1261 \times 7}$$

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

$$\frac{1}{12088} \quad \text{or} \quad \frac{1}{1261 \times 8}$$

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

Section 7. Overtime Cap

- a. These overtime provisions, including recall and standby provisions, shall apply to all covered employees including those working more than half-time, and with permanent, provisional or temporary status, whose annual gross salary including overtime, all differentials and premium pay is not in excess of the amount set forth in subsections 7(d) and 7(e) for eligibility for cash compensated overtime (the "cap").
- b. When an employee's annual gross salary including overtime, all differentials and premium pay is higher than the cap, compensatory time at the rate of straight time shall be credited for authorized overtime except as may be proscribed by FLSA. The gross salary shall be computed on an annual calendar year basis

and for the purposes of this Section shall mean basic annual salary plus any monies earned.

- c. Employees who are not covered by FLSA whose annual gross salary including overtime, all differentials and premium pay is in excess of the cap shall be required to submit periodic time reports at intervals of not less than one week, but shall not be required to follow daily time clock or sign-in procedures. Employees covered by the overtime provisions of FLSA shall be required to follow daily time clock or sign-in procedures. The periodic time report shall be in such form as is required by the Agency.
- d. Effective May 1, 2011, the cap shall be \$74,079.
- e. Effective September 3, 2011, the cap shall be increased to \$74,820.
- f. Effective September 3, 2012, the cap shall be increased to \$75,568.
- g. Effective September 3, 2013, the cap shall be increased to \$76,324.
- h. Effective September 3, 2014, the cap shall be increased to \$77,469.
- i. Effective September 3, 2015, the cap shall be increased to \$79,406.
- j. Effective September 3, 2016, the cap shall be increased to \$81,788. Thereafter, unless otherwise agreed by the parties, the cap amount shall be adjusted by any adjustments made to the Citywide overtime cap.

Section 8.

- a. Employees who work authorized overtime, except as set forth in Section 3(e) of this Article, shall be entitled to the following meal allowances:

For two continuous hours of overtime	\$ 8.25
For five continuous hours of overtime	\$ 8.75
For seven continuous hours of overtime	\$10.75
For ten continuous hours of overtime	\$11.75
For fifteen continuous hours of overtime	\$12.75
- b. Time off for meals shall not be computed as overtime. However, such time off shall not affect the continuity requirement for the above meal allowances.

Section 9.

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

- a. Effective July 15, 1996, for all employees who are recalled from home for authorized ordered involuntary overtime work, the minimum guaranteed cash overtime payment shall be **two (2) hours**.
- b. For employees covered by Unit Agreements that expire March 31, 2000, subsection 9(a) shall be in effect from July 15, 1996 to March 31, 2000.
- c. For employees covered by Unit Agreements that expire December 31, 1999, subsection 9(a) shall be in effect from July 15, 1996 to December 31, 1999.

Section 10.

- a. Compensatory time off for voluntary overtime work as authorized in this Article shall be scheduled at the discretion of the agency head but the agency head shall not schedule its use without the consent of the employee within the thirty (30) calendar days following its earning. However, all compensatory time off must be taken by the affected employee within the four (4) months following its earning. Except for the time described in subsection 10b(ii) below, any such compensatory time not so used by the employee's choice shall be added to the employee's sick leave balance. If the agency head calls upon an employee not to take the compensatory time off or any part thereof within the four (4) months, that portion shall be carried over until such time as it can be liquidated. This subsection shall not apply to compensatory time accrued pursuant to FLSA.
- b. For employees covered by the Fair Labor Standards Act, accrued compensatory time usage shall be charged in the following manner and order:
 - i. First, Pre-FLSA Compensatory Time Bank
 - ii. Second, Post-April 14, 1986 FLSA Compensatory Time Bank
 - iii. Third, Post-April 14, 1986 non-FLSA Compensatory Time Bank
- c. If compensatory time off is charged to an employee's Post-April 14, 1986 FLSA Compensatory Time Bank and as a result the employee will not be able to take his/her accrued Post-April 14, 1986

non-FLSA compensatory time within the four (4) month period provided in subsection 10(a) above, the period of time in which the equivalent amount of time in the Post-April 14, 1986 non-FLSA Compensatory Time Bank which must be taken shall be extended in writing by the agency head an additional four months.

Section 11.

- a. Employees who volunteer to stand by in their homes, as authorized by competent authority, shall receive compensatory time credit on the basis of one-half (1/2) hour for each hour of standby time.
- b. Employees who are required, ordered and/or scheduled on an involuntary basis to stand by in their homes subject to recall, as authorized by the agency head or the agency head's designated representative shall receive overtime payment in cash for such time on the basis of one-half (1/2) hour paid overtime for each hour of standby time. Employees who reside on the work premises or are in post-graduate training status shall not be included in this provision.

Section 12.

Employees who are required to carry communication devices (or "beepers") shall not be restricted in their ability to travel. Notwithstanding the above, they may be required to call in or may make other mutually agreeable accommodations with the agency.

Section 13.

Except in an emergency situation, when authorized and ordered by an agency head or a designated representative, no employee shall be required to actually work more than two (2) consecutive normal work shifts in any twenty-four (24) hour period nor shall said employee be required to work more than two (2) consecutive work shifts for more than two (2) consecutive weeks.

ARTICLE VI - TIME AND LEAVE

Section 1.

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

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

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

- b. The annual leave allowance for Employees shall accrue as follows: Employees hired prior to January 1, 2006:

New hires	15 days
Beginning 6th Year	20 days
Beginning 8th Year	25 days
Beginning 15th Year	27 days

Employees hired on or after January 1, 2006:

New hires	13 days
Beginning 6th Year	18 days
Beginning 8th Year	23 days
Beginning 15th Year	25 days

Section 2.

- a. Employee requests for annual leave made pursuant to agency policy or collective bargaining agreement, shall be in writing on a form supplied by the agency. Approval or disapproval of the request shall be made on the same form by a supervisor authorized to do so by the agency.

Decisions on requests for annual leave or for leave with pay shall be made within seven (7) working days of submission except for requests which cannot be approved at the local level or requests for leave during the summer peak vacation period or other such periods for which the Employer has established and promulgated a schedule for submission and decision of leave requests. Once a leave request has been approved, the approval may not be rescinded except in writing by the agency head.

If any agency head calls upon an employee to forego the employee's requested annual leave or any part thereof in any year, it must be

in writing and that portion shall be carried over until such time as it can be liquidated.

- b. In order to allow employees to make advanced plans, decisions on requests for annual leave in amounts of at least 5 consecutive work days or tours falling during an agency's designated summer peak vacation period shall be made not less than thirty (30) days prior to the scheduled commencement of said peak vacation period. Such requests must be made no later than forty-five (45) days or tours prior to the commencement of the summer peak vacation period or by the designated submission date for such requests, whichever is earlier. The summer peak vacation period shall be the period designated by an Agency as such, provided such period does not commence prior to Memorial Day Weekend or extend past September 30th. Nothing contained herein shall preclude employees from making annual leave requests in accordance with the other provisions of this Agreement.
- c. Where an employee has an entitlement to accrued annual leave and/or compensatory time, and the City's fiscal condition requires employees who are terminated, laid off or who choose to retire in lieu of layoff, be removed from the payroll on or before a specific date because of budgetary considerations, the Employer shall provide the monetary value of accumulated and unused annual leave and/or compensatory time allowances standing to the employee's credit in a lump sum. Such payments shall be in accordance with the provisions of Executive Order 30, dated June 24, 1975, and the FLSA.

Section 3.

- a. Approved sick leave and annual leave may be used in units of one (1) hour. Any employee who has completed four (4) months of service may be permitted to take approved annual leave as it accrues.
- b. Except as provided below, employees shall be credited with one day of sick leave per month. Approved sick leave may be used as it accrues.
- c. It shall be the policy of the employer to allow employees to use during their current leave year the amount of annual leave accruable during that year; provided they have sufficient available leave balances. This provision shall be subject to the leave regulations referenced in Section 1 of this Article VI and the needs of the agency. Exceptions to this policy shall be on a reasonable and case-by-case basis.

Section 4.

- a. i. Except as provided in Section 4(a)(ii), sick leave shall be used only for personal illness of the employee. Approval of sick leave in accordance with the Leave Regulations is discretionary with the agency and proof of disability must be provided by the employee, satisfactory to the agency within five (5) working days of the employee's return to work. However, the employer may request proof of disability when an employee has been on sick leave for five or more consecutive working days. Such proof satisfactory to the agency must be submitted within five working days of such request.
- ii. (1) Notwithstanding the provisions of Section 4(a)(i), employees may use three (3) days per year from their sick leave balances for the care of ill family members.
- (2) Approval of such leave is discretionary with the agency and proof of disability must be provided by the employee satisfactory to the agency within five (5) working days of the employee's return to work.
- (3) The use of sick leave for care of ill family members shall be limited to a maximum of one-fourth (1/4) of the amount of sick leave hours accruable by an eligible employee during the current leave year or one-fourth (1/4) of the sick leave hours accruable by a full time employee in the same title during a leave year, whichever is less. Approved usage of sick leave for care of ill family members may be charged in units of one (1) hour.
- (4) Family member shall be defined as: spouse; natural, foster or step parent; child, brother or sister; father-in-law; mother-in-law; any relative residing in the household; and domestic partner, provided such domestic partner is registered pursuant to the terms set forth in the New York City Administrative Code Section 3-240 *et seq.*
- b. The provisions of Section 4(a) above notwithstanding, the agency may waive the requirement for proof of disability unless:
- i. An employee requests sick leave for more than three (3) consecutive work days; or
- ii. An employee uses undocumented sick leave more than five (5) times in a "sick leave period." Employees hired during a "sick leave period" shall be subject to the terms of this subsection commencing with the next complete "sick leave period"; or

iii. An employee uses undocumented sick leave more than four (4) times in a "sick leave period" on a day immediately preceding or following a holiday or a scheduled day off. Employees hired during a "sick leave period" shall be subject to the terms of this subsection commencing with the next complete "sick leave period."

- c. For the purposes of Sections 4(b)(ii) and 4(b)(iii) above, the calendar year shall be divided into two (2), six (6) month "sick leave periods." They shall be: (1) January 1 to June 30, inclusive; and (2) July 1 to December 31, inclusive. An employee who exceeds the allowable number of undocumented absences in any "sick leave period" pursuant to Sections 5(b)(ii) and 5(b)(iii) above shall thereafter, commencing with the next "sick leave period," be required to submit medical documentation, satisfactory to the agency head, before further sick leave may be approved. The requirement for such documentation shall continue in effect until the employee has worked a complete "sick leave period" without being on sick leave more than two (2) times.
- d. For the purposes of this Section 4 "one time" shall mean the consecutive use of one-half (1/2) or more work days for sick leave. Sick leave taken in units of less than one-half (1/2) work day shall be counted as "one time" on sick leave when the cumulative total of such sick leave amounts to one-half (1/2) day.
- e. The provisions of Section 4(b) above notwithstanding, the agency shall have the discretion to waive the medical documentation required pursuant to Sections 4(b)(ii), 4(b)(iii) and 4(c), for employees who have completed their third year of employment and thereafter have a current sick leave balance commensurate with the number of years of employment as follows:

3 years	21 days	7 years	49 days
4 years	28 days	8 years	56 days
5 years	35 days	9 years	63 days
6 years	42 days	10 years or more	70 days

- f. It is not the intent of Sections 4(b) and 4(e) for an agency to regularly require proof of disability under normal circumstances.
- g. Any employee who anticipates a series of three (3) or more medical appointments, which will require a repeated use of sick leave in units of one day or less shall submit medical documentation indicating the nature of the condition and the anticipated schedule of treatment. Sick leave taken pursuant to said schedule of treatment shall be deemed documented.
- h. The medical documentation required by this Section shall be from a health practitioner licensed by the state in which she/he practices to diagnose and certify illness or disability. When an employee has been recommended for relief from duty by a medical practitioner acting in behalf of the Employer's Health Service, the time granted shall be considered documented sick leave for the day of the relief from duty only, unless otherwise specified by the Employer's practitioner.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

- a. The regular holidays with pay shall be as follows:

New Year's Day	January 1 st
Martin Luther King, Jr. Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 th (or other date established by NYS Legislature)
Election Day	First Tuesday following the First Monday in November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th

- b. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. However, when an agency head deems it necessary to keep facilities open on both Monday and Friday, employees may be scheduled to take time off on either the Monday or Friday. When either the holiday, or the day designated for observance, occurs on an employee's scheduled day off and the employee does not work on such day, the employee shall be entitled to one compensatory day off in lieu of the holiday.

Section 9. General Municipal Law 207-c

The procedure attached to this agreement as Appendix A shall cover claims for line of duty injury benefits pursuant to Section 207-c of the General Municipal Law.

Section 10.

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

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

Section 11.

If an employee dies during the term of this Agreement because of an injury arising out of and in the course of the employee's employment through no fault of the employee, and in the proper performance of the employee's duties, a payment of twenty-five thousand dollars (\$25,000) will be made from funds other than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the same beneficiary designated for the purposes of Section 13 of this Article, or if no beneficiary is so designated, payment shall be made to the employee's estate.

Section 12.

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

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

Section 13.

- Every employee is obligated to report for work as scheduled.
- Except for the employees described in subsection c below, there shall be a grace period of five minutes at the beginning of the work shift. When an employee's lateness extends beyond the five-minute grace period, the full period of time between the scheduled reporting time and the actual reporting time shall be charged against such employee (e.g. an employee whose starting time is 9:00 A.M. who reports to work at 9:05 A.M. would not be "late," but such an employee with such a starting time who reports to work at 9:06 A.M. would be charged with six (6) minutes of lateness).
- The following employees shall not be entitled to the five-minute grace period described in subsection b above:
 - Emergency personnel, including, but not limited to, Fire Alarm Dispatchers, Police Communication Technicians, Emergency Medical Services Specialists. The City shall furnish the Union with a full list of such positions.
 - Employees whose positions require, in the event of late reporting for work, that another be held over from a previous shift or be called in to substitute for the late employee, at premium rates of pay.

- Employees subject to flexible work schedules.

- Lateness beyond the five-minute grace period shall be classified as "excused" or "not excused" and excused lateness shall not be charged against the employee. Lateness found by the agency head or the individual designated by the agency head to have been caused by unforeseen public transportation delays or other circumstances which arise after an employee leaves for work which cannot be anticipated (e.g. elevator breakdowns or private transportation breakdowns) which are beyond the ability of the tardy employee to control shall be excused. Such findings shall be reasonably made; and the tardy employee may be required to furnish proof satisfactory to the agency head of the cause of the lateness. A request for excusal shall not be unreasonably denied. A refusal to excuse a lateness may be appealed to the Commissioner of Labor Relations whose decision shall be final.
- Deduction for unexcused lateness shall be made on a minute for minute basis from any compensatory time standing to an employee's credit and then, if there is no such credited time, from the employee's annual leave balances.
- The City reserves the right and power appropriately and for just cause to discipline or to discharge an employee for excessive lateness.
- Contractual provisions or agency policies regarding lateness, grace or excusal periods or lateness penalties inconsistent with the uniform lateness policy set forth in this Section shall be superseded by this Section 16.
- Latenesses caused by a verified major failure of public transportation, such as a widespread or total power failure of significant duration or other catastrophe of similar severity, shall be excused.
- Each agency will prepare contingency plans for operation during a major failure of public transportation which would cause disabled employees, as defined in the Americans with Disabilities Act, great difficulty in reaching their regular work location. Such plans will include, where practicable and productive, provisions assigning disabled employees to report to agency locations closer to their homes. Such plans shall also include provisions for excusal by the agency head of absences on an individual basis for disabled employees. Decisions of the agency head with respect to absences under such plans shall not be subject to the grievance procedure.

Section 17.

- Effective January 1, 1975, the terminal leave provision for all employees except as provided in subsections b. and c., below shall be as follows:
Terminal leave with pay shall be granted prior to final separation to employees who have completed at least ten (10) years of service on the basis of one (1) day of terminal leave for each three (3) days of accumulated sick leave up to a maximum of one hundred-twenty (120) days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.
- Any employee who as of January 1, 1975 had a minimum of fifteen (15) years of service as of said date may elect to receive upon retirement a terminal leave of one (1) calendar month for every ten (10) years of service pro-rated for a fractional part thereof in lieu of any other terminal leave. However, any sick leave taken by such employees subsequent to July 1, 1974 in excess of an average annual usage of six (6) days per year shall be deducted from the number of days of terminal leave to which the employee would otherwise be entitled at the time of retirement, if the employee chooses to receive terminal leave under this subsection.
- In the case where an employee has exhausted all or most of the employee's accrued sick leave due to a major illness, the agency head, in the agency head's discretion, may apply two and one-fifth (2 1/5) work days for each year of paid service as the basis for computing terminal leave in lieu of any other terminal leave. An employee's request for the application of this subsection shall not be unreasonably denied. The denial of an employee's request may be appealed solely to the Commissioner of Labor Relations.
- Where an employee has an entitlement to terminal leave and the City's fiscal situation requires that employees who are terminated, laid off or retired be removed from the payroll on or before a specific date, because of budgetary considerations, the Employer shall provide a monetary lump sum payment for terminal leave in accordance with the provisions of Executive Order 31, dated June 24, 1975.

Section 18.

- A child care leave of absence without pay shall be granted to any employee (male or female) who becomes the parent of a child up to four years of age (or whose domestic partner registered pursuant to the New York City Administrative Code Section 3-240 et seq.) becomes the parent of a child up to four years of age), either by

birth or by adoption, for a period of up to forty-eight (48) months. The use of this maximum allowance will be limited to one instance only. All other child care leaves of an employee shall be limited to a thirty-six (36) month maximum.

- b. Prior to the commencement of child care leave, an employee shall be continued in pay status for a period of time equal to all of the employee's unused accrued annual leave and compensatory time (including FLSA compensatory time).
- c. Employees, who initially elect to take less than the forty-eight (48) month maximum period of leave or the thirty-six (36) months, may elect to extend such leave by up to two extensions, each extension to be a minimum of six (6) months. However, in no case may the initial leave period plus the one or two extensions total more than forty-eight (48) months or thirty-six (36) months.
- d. This provision shall not diminish the right of the Agency Head or the Personnel Director, as set forth in Rule 5.1 of the Leave Regulations, to grant a further leave of absence without pay for child care purposes.

Section 19.

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

Section 20.

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

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

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

ARTICLE VII - HEALTH INSURANCE

Section 1.

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

Section 2.

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

Such changes to a new plan shall be effectuated as soon as practicable but no later than the first day of the month three months after the month in which the application has been received by the New York City Employee Health Benefits Program.
- b. Effective with the reopener period for health insurance subsequent to January 1, 1980 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. This option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

Section 3.

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

Section 4.

If an employee is laid off, on leave, or disabled, and has City contributions for basic health insurance discontinued, the Union may make direct COBRA payments on behalf of such employee to the New

York City Employee Health Benefits Program carriers at 102 percent of the group rate for such coverage for a maximum period of thirty-six (36) months from the date of discontinuance.

Section 5.

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

Section 6.

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

ARTICLE VIII - CAR ALLOWANCES

Section 1.

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

Section 2.

Effective May 1, 2011, compensation to employees for authorized and required use of their own cars shall be at the rate of 28¢ per mile. There shall be a minimum guarantee of thirty (30) miles for each day of authorized and actual use. Said mileage allowance is not to include payment for the distance traveled from the employee's home to the first work location in a given day or from the last work location to the employee's home unless the employee is authorized and required to carry special equipment or materials which cannot feasibly be transported via mass transit.

ARTICLE IX - PERSONNEL AND PAY PRACTICES

Section 1.

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

Section 2.

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

Section 3.

- a. When a transfer is accomplished with the consent of the employee, all compensatory time due for overtime worked shall be granted to the employee prior to the effective date of the transfer except where:
 - i. the receiving agency agrees in writing to accept the transfer of these accrued compensatory time balances in whole or in part to its records,
 - ii. or the employee requests in writing that these accrued compensatory time balances be converted to sick leave credits as of the date of the transfer. Initiation of action to liquidate this compensatory time shall be the responsibility of the transferring employee.
- b. When an employee is subjected to a functional or involuntary transfer, all the employee's accrued compensatory time balances shall be transferred to the records of the receiving agency.
- c. When a current employee is appointed to another City agency from a list promulgated by the New York City Department of Citywide Administrative Services, all compensatory time shall be transferred to the records of the appointing agency.

Section 4.

- a. The Employer shall furnish identification cards to all employees who have served continuously for six (6) months.
- b. Each employee who is a member of the New York City Employee's Retirement System (NYCERS) as of the effective date of this Agreement shall receive a Tax-Pension Identification Card showing the name, withholding tax number, pension number, pension plan, and the date the last membership in the System began. Employees joining the NYCERS during the life of this Agreement shall be given a Tax-Pension Identification Card when the employing agency is notified by the System of the date membership was

granted and the pension number assigned. In the discretion of an agency head, the identification card required by subsection 4(a) above may be combined with the Tax-Pension Identification Card.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

- a. In the event of an overpayment to an employee which is agreed by both parties to be erroneous, the employer shall not make wage deductions for recoupment purposes in amounts greater than: 10% if the employee's gross pay is under \$17,500, 15% if the employee's gross pay is \$17,500 or over and under \$32,500, and 25% if the employee's gross pay is \$32,500 or more. In the event the employee disputes the alleged erroneous overpayment, the employee or the union, except as provided in Section 8(b), may appeal to the Office of Labor Relations ("OLR") within 20 days of a notice by the employer of its intent to recoup the overpayment and no deduction for recoupment shall be made until OLR renders a decision, which decision shall be final. Nothing contained above shall preclude the parties or affected individuals from exercising any rights they may have under law.
- b. Any recoupment shall be limited to the period up to six years prior to the commencement of such proceedings for recoupment.
- c. In lieu of wage deductions for recoupment purposes, the Employer may, with the consent of the employee, make deductions from the employee's annual leave or compensatory leave banks.

Section 9.

Any employee who is required to take a medical examination to determine if the employee is physically capable of performing the employee's full duties, and who is found not to be so capable, shall, as far as practicable, be assigned to in-title and related duties in the same title during the period of the employee's disability. If a suitable position is not available, the Employer shall offer the employee any available opportunity to transfer to another title for which the employee may qualify by the change of title procedure followed by the New York City Department of Citywide Administrative Services pursuant to Rule 6.1.1 of the Personnel Rules and Regulations of the City of New York or by noncompetitive examination offered pursuant to Rule 6.1.9 of the Personnel Rules and Regulations of the City of New York.

If such an employee has ten (10) years or more of retirement system membership service and is considered permanently unable to perform all the duties of the employee's title and no suitable in-title position is available, the employee shall be referred to the New York City Employee's Retirement System and recommended for ordinary disability retirement.

Section 10.

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

- c. Interest accrued under subsections 10(a) or 10(b) shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.00).

Section 11.

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

Section 12.

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

Section 13.

For the purposes of this Agreement employees in all classes of positions not yet classified by the appropriate competent body shall be presumptively covered by the terms of this Agreement pending final classification of the affected class of positions.

Section 14.

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

Section 15.

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

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

Section 16.

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

Section 17.

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

Section 18.

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

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

Section 19. Notice of Major Renovations

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

Section 20. Functional Transfers

For the purposes of Article XVII (Job Security), time served immediately prior to a functional transfer of a non-competitive or labor class employee in the employee's former agency shall count as time served in the employee's new agency.

Section 21. Metrocards

The City with the Union's participation shall continue to implement procedures enabling employees to purchase Metrocards through pre-tax payroll deductions.

Section 22. Conflict of Interest Board Submissions

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

ARTICLE X - EVALUATIONS AND PERSONNEL FOLDERS

Section 1.

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

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

Section 2

If an employee finds in the employee's personnel folder any material relating to the employee's work performance or conduct in addition to evaluatory statements prepared after July 1, 1967 (or the date the agency came under the provisions of the Citywide Agreement, whichever is later), the employee shall have the right to answer any such material filed and the answer shall be attached to the file copy.

ARTICLE XI - CIVIL SERVICE, CAREER DEVELOPMENT

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

ARTICLE XII - UNION RIGHTS

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

When an employee returns from an approved leave of absence without pay, is reappointed or temporarily appointed from a preferred list to the same agency in the same title or in another title represented by the same certified union, any dues check-off authorization in effect prior to the approved leave or the layoff shall be reactivated. The Employer will issue an appropriate administrative instruction to all agencies to insure compliance with this Section.

Section 5.

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

Section 6.

- a. District Council 37 or any other certified union represented by D.C. 37 for the purposes of this Agreement which elects to participate in a separate segregated fund established pursuant to applicable law, including Title 2 USC, Section 441b, to receive contributions to be used for the support of candidates for federal office shall have the exclusive right in conformance with applicable law to the checkoff for such political purposes in a manner as described in a supplemental agreement hereby incorporated by reference into this Agreement.
- b. Any eligible employee covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from the employee's wages for such purpose in an authorization form acceptable to the employer which bears the signature of the employee.
- c. A copy of the Summary Annual Report to the Federal Elections Commission ("FEC") of each fund shall be submitted by the appropriate participating union to the Comptroller and OLR at the time of its submission to the FEC.

ARTICLE XIII - WELFARE FUND

Section 1.

- a. The City shall continue to contribute the pro-rata amount of \$1,300 per annum for each full-time Employee for remittance to the New York City Deputy Sheriffs Association Security Benefits Fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.
- b. Such payments shall be made pro-rata by the City each twenty-eight days.

- b. Employees who have been separated from service subsequent to June 30, 1970, and who were covered by the New York City Deputy Sheriffs Association Security Benefits Fund at the time of such separation pursuant to a separate agreement between the Employer and the New York City Deputy Sheriffs Association shall continue to be so covered, subject to the provisions of hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such times as said individuals remain primary beneficiaries of the New York City Employee Health Benefits Program and are entitled to benefits paid for by the Employer through such Program or are retirees of the New York City Employee's Retirement System who have completed at least five (5) years of full-time service with the City.

Section 2.

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 3.

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

Section 4.

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

ARTICLE XIV - PRODUCTIVITY AND PERFORMANCE

Introduction

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

Section 1. Performance Levels

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

Section 2. Supervisory Responsibility

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

Section 3. Performance Compensation

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

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

ARTICLE XV - GRIEVANCE PROCEDURE

Section 1. Definition: The term "Grievance" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- c. A claimed violation, misinterpretation or misapplication of the

- rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;

The Grievance Procedure, except for grievances as defined in Sections 1d, 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. Grievances must cite the contractual provision which is alleged to have been violated and the remedy requested. For all grievances as defined in Section 1 c, no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance.

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

STEP I(a) - An appeal from an unsatisfactory determination at **Step I** shall be presented in writing to the person designated by the agency head for such purpose. The appeal must be made within five (5) work days of the receipt of the **Step I** determination. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance. The person designated to receive the appeal at this Step shall review the Grievance and shall issue a written reply to the Employee and/or the **Union** by the end of the fifth work day following the day on which the appeal was filed.

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**. The 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 review the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

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

STEP IV - An appeal from an unsatisfactory determination at **STEP III** may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the **STEP III** determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Union and the Employer. The determination or award of the arbitrator shall be final and binding in accord with applicable law and shall not add to, subtract from or modify any contract, rule, regulation, written policy or order mentioned in Section 1 of this Article.

A transcript shall be taken of all arbitrations unless the taking of a transcript is waived by both parties. The costs of one (1) copy for each party and one (1) copy for the arbitrator of the transcripts shall be borne equally by the parties.

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 accord with Article 75 of the Civil Practice Law and Rules. An arbitrator may provide for and direct such relief as the arbitrator deems shall be necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

Section 2.

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

Section 3.

- a. Any grievance under Section 1d relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the Employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.
- d. A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

Section 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. All other grievances in process shall be dropped. If OLR determines that a grievance does not fall within this provision, the grievance shall be remanded to the agency for determination. Such determination by OLR shall not be subject to the grievance procedure.

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.

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 10. 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 the 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 a 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 11 and notify the parties of proposed hearing dates for such cases.
 - (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
 - (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
 - (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.
 - ii. **CONDUCT OF HEARINGS:**
 - (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibition.
 - (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 a 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 or 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 all endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE XVI - JOB SECURITY

Section 1. General Layoff Provisions

Where layoffs are scheduled affecting employees covered by this Agreement, the following procedures shall be used:

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

It is understood by the parties that such notice is considered to be preliminary and is subject to change during the 30 days' notice period. However, if new title(s) which were not part of the original notice are added to the proposed layoff notice or the number of employees in title(s) contained in the original notice is increased

beyond the number in the original notice, an additional 30 days' notice will be given to the Union covering solely such additional title(s) or numbers, except, such additional 30 days' notice shall not apply to employees displaced by the "bumping" provisions mandated by the Civil Service Law or by appointments from special transfer, preferred, or other civil service lists. The parties may waive such additional notice by mutual consent.

- b. Within such 30-day period designated representatives of the Employer will meet and confer with the designated representatives of the Union with the objective of considering feasible alternatives to all or part of such scheduled layoffs, including but not limited to:
 - i. the transfer of employees to other agencies with retraining, if necessary, consistent with Civil Service law but without regard to the Civil Service title,
 - ii. the use of Federal and State funds whenever possible to retain or re-employ employees scheduled for layoff,
 - iii. the elimination or reduction of the amount of work contracted out to independent contractors, and
 - iv. encouragement of early retirement and the expediting of the processing of retirement applications.

Section 2. Competitive Class Preferred Lists

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

ARTICLE XVII - VDT OPERATORS

Section 1. Applicability:

Except as otherwise specifically indicated in this Article XVII, the terms "employee" and "employees shall mean only a full-time worker who regularly and for continuous periods of time operate VDT terminals 20 hours or more per week.

Section 2. Alternative Work Break:

Employees covered by this Article shall not be required to *continuously* operate a VDT terminal for more than two (2) consecutive hours without an assignment to alternative work of a visually less demanding nature for a period of not less than fifteen (15) minutes. Meal periods and any previously established rest periods shall count towards meeting the requirement for alternative work, but this provision shall not be construed as providing any additional non-work break time.

Section 3. Alternative Work:

- a. Upon submission of proof satisfactory to the agency head or the agency head's designee that an employee covered by this Article is physically incapable of operating a VDT terminal due to injury, disability, or pregnancy, the Employer shall make every effort to assign such employee to appropriate, alternative duties in the same title for the period of such disability, provided that such temporary assignments shall not be required to exceed one year. If a suitable position is not available, the Employer shall offer the employee any available opportunity to transfer to another title for which the employee may qualify by the change of title procedure followed by the New York City Department of Citywide Administrative Services pursuant to Rule 6.1.1. of the Personnel Rules and Regulations of the City of New York or by non-competitive examination offered pursuant to Rule 6.1.9. of the Personnel Rules and Regulations of the City of New York.
- b. If such an employee has ten (10) or more years of retirement system membership service and is considered permanently unable to perform all the duties of the employee's title and no suitable in-title position is available, the employee shall be referred to the New York City Employee's Retirement System and recommended for ordinary disability retirement.

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 the Employer's 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 - LABOR-MANAGEMENT COMMITTEE

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE XXII - 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 XXIII - 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 XXIV - SAVINGS CLAUSE

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

WHEREFORE, we have hereunto set our hands and seals this day of December 28th, 2018.

FOR THE CITY OF NEW YORK AND RELATED PUBLIC EMPLOYERS AS DEFINED HEREIN:

FOR NEW YORK CITY DEPUTY SHERIFFS ASSOCIATION:

BY: _____ /s/ _____
ROBERT W. LINN
Commissioner of Labor Relations

By: _____ /s/ _____
JAMES R. DAVIS III
President

APPROVED AS TO FORM:

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

SUBMITTED TO THE FINANCIAL CONTROL BOARD: _____ /s/ _____

UNIT: Deputy Sheriff, et al.

TERM: May 1, 2011 – April 30, 2018

APPENDIX A – GML 207-c Procedure

Section 1. Purpose

The following procedure shall be utilized to make determinations in regard to benefits and/or light duty assignments authorized by Section 207-c of the General Municipal Law.

The term “employee”, as used herein, shall include all Deputy Sheriffs and Supervising Deputy Sheriffs employed by the New York City Department of Finance (“DOF,” or “Employer”).

For purposes of this procedure and General Municipal Law 207-c, any reference to the Sheriff or the Sheriff’s Office shall mean the Department of Finance.

Section 2. Notice of Disability

An employee who alleges to be injured in the performance of duties shall file with DOF, within five (5) days of the incident causing such injury, a General Municipal Law 207-c application (hereinafter “Application”). All injuries incurred in the performance of duties must be reported by submission of such an application regardless of whether the officer lost time or received medical attention. If the employee is unable to file the application within five (5) days due to his or her injury, a representative may file the application on his or her behalf. If the severity of the injury prevents the filing of such application within five (5) days, the application shall be filed as soon as practicable.

In the event further medical verification is deemed necessary, the officer will submit to medical examination as directed by DOF as detailed in this procedure, including those detailed in Sections 4 and 5, below.

Employees shall continue to file worker’s compensation claims as they did prior to establishment of this procedure, and continue to be subject to existing rules and regulations relating to worker’s compensation.

Section 3. Status Pending Determination of Eligibility for Benefits

- (a) In the event an employee asserts an inability to perform some or all of his or her duties due to an injury suffered in the performance of such duties, he or she shall be placed on sick leave until such time as it is determined whether he or she is eligible for the benefits of Section 207-c.
- (b) In the case of any employee who has no sick leave time accrued to his/her credit, DOF will advance sick leave for the purposes of this Section 3, until such time as a determination pursuant to Section 4, below, is made. In the event that the employee is denied 207-c eligibility and either the employee does not appeal this denial, or after appealing the denial, the denial of benefits is upheld, the employee will reimburse DOF in time or money for the sick leave time advanced.
- (c) In the event that an employee is found to be eligible for Section 207-c benefits, DOF will restore all sick leave used by the employee while the determination was pending.

Section 4. Benefit Determinations

An application for the benefits of Section 207-c of the General Municipal Law shall be processed in the following manner:

- (a) DOF shall receive the application for the benefits and, within one (1) month of receipt, the Commissioner or his designee shall make a determination as to whether the applicant was injured in the performance of duty and is unable to perform his or her regular duties by reason of such injury. If he so determines, DOF shall pay the full amount of the employee’s regular salary or wages until the disability arising from the injury has ceased, the employee is able to return to his or her regular duties, the employee is assigned to light duty in accordance with this procedure, or benefits are otherwise discontinued pursuant to this procedure and GML 207-c.
- (b) The City will be responsible for the cost of any medical care associated with the injury of any employee granted 207-c benefits under this section. The employee shall submit any medical bills or requests for reimbursement of medical costs to the Worker’s Compensation Division of the New York City Law Department.
- (c) In order to determine an employee’s initial or continued eligibility for Section 207-c benefits, DOF may require the employee to submit to one or more medical examinations as may be necessary to determine the existence of a disability or illness and its extent. To resolve a question of initial or continued eligibility for the benefits, the Sheriff shall make a decision on the basis of medical evaluations and other information as may be available and/or as may be provided by the employee. An employee or his/her representative may produce any document, sworn statement, or other record relating to the alleged injury or sickness or the incident alleged to have caused such. DOF shall have the authority to order an independent medical examination by a physician of the employer’s choosing; may at reasonable times and at reasonable notice, require the attendance of the employee or any witness to an incident to secure information; may require the employee to sign

a release or waiver for information of his/her medical history; and may undertake any other reasonable act necessary for making a determination pursuant to this procedure.

All medical examinations directed by DOF shall be at the expense of the Employer.

- (d) DOF may, at any time, review an employee’s continued eligibility for Section 207-c benefits. In the event it is determined the employee is no longer eligible for continued Section 207-c benefits, DOF shall direct the employee to return to his or her regular assigned duties. If the employee refuses to do so, such benefits will be discontinued effective the date the employee was directed to report for duty.
- (e) The employee shall be notified in writing of any determination made concerning initial or continued eligibility for benefits. In the event an employee is denied initial or continued eligibility, he or she may request a hearing in accordance with the procedure set forth in Section 6 of this procedure.

Section 5. Assignment to Light Duty

As authorized by the provisions of Subdivision 3 of Section 207-c, DOF, on its own initiative or at the request of the employee, may assign a disabled employee to a light duty assignment. Prior to making a light duty assignment, DOF shall advise the employee receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such an employee may submit to DOF any document or other evidence in regard to the extent of his/her disability. DOF may cause a medical examination or examinations of the employee, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled employee to perform certain duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the employee’s ability to perform a proposed light duty assignment and other pertinent information, DOF may order the employee to a light duty assignment consistent with medical opinion and such other information as he or she may possess. Pursuant to Section 207-c, if the employee refuses to perform the designated light duty assignment, his/her 207-c benefit shall be discontinued effective the date the employee was directed to report to perform the assigned light duties. If the employee wishes to challenge the discontinuance of benefits, he/she may do so pursuant to Section 6 below.

Section 6. Appeal of Adverse Determinations

In the event that an employee disagrees with any determination regarding a proposed light duty assignment or the initial or continued eligibility for benefits, he or she shall submit a medical assessment to DOF indicating he or she is not medically able to perform his or her regular or assigned light duties, and the following procedure shall apply:

- (a) DOF shall order an additional medical examination at the expense of the employer to determine if the employee is able to perform his or her regular or assigned light duties. The results of such examination shall be forwarded to both parties. Subsequent to receipt of the results of such examination, the parties shall meet to attempt to resolve the dispute.
- (b) In the event the matter is not resolved, the employee shall submit a request for a hearing to DOF. DOF shall appoint a hearing officer, who shall convene a hearing within fifteen (15) business days after receipt of the request for a hearing. The parties shall have the opportunity to present witnesses and documentary evidence.
- (c) Within fifteen (15) business days after the hearing, the hearing officer shall issue a written determination to the Commissioner or his designee, based upon the evidence presented at the hearing, recommending that the initial determination be affirmed or reversed. The medical opinion of the physician appointed pursuant to Section 6 (a) shall be controlling unless disproven by clear and convincing evidence.
- (d) The Commissioner or his designee shall, within five (5) business days of receipt, make a final determination regarding the eligibility of the employee for continued Section 207-c benefits.
- (e) In the event the union wishes to appeal the final determination under Section 6 (d), it may, within fifteen (15) business days of receipt of the determination, make an appeal to binding arbitration under Article VI of the Parties’ Collective Bargaining Agreement. In such arbitration, the medical opinion of the physician appointed pursuant to Section 6 (a) shall be controlling unless disproven by clear and convincing evidence. This shall be the sole and exclusive means of appeal of determinations under Section 6 (d). The parties shall mutually agree upon a panel of arbitrators to hear disputes under this procedure.
- (f) Any time limits under this section may be modified by mutual agreement of the parties.

Section 7. Reasonable Requests

Any employee who fails to abide by a reasonable request made pursuant to this procedure shall be deemed to have waived his/her right to such benefits until compliance with the request. If the employee wishes to challenge a decision made pursuant to this Section 7, he/she may do so pursuant to a hearing under Section 6, above.

Section 8. Disability Retirement

DOF may, at any time, submit to the New York City Employee Retirement System an application for disability retirement for an employee who is receiving Section 207-c benefits. In the event that a disability retirement is granted, benefits pursuant to Section 207-c and this procedure shall cease.

Section 9. Continuation of Contract Benefits

- (a) While on leave pursuant to Section 207-c for a period not exceeding eighteen (18) months, the employee shall be entitled to all contractually negotiated benefits, including leave accrual and annuity payments.
- (b) While on leave pursuant to Section 207-c for any period exceeding eighteen (18) months, the employee shall be entitled to payment of salary and longevity.

Section 10. Outside Employment

Section 207-c benefits are afforded to employees only when they act within the scope of their City employment and in discharge of official duties. Employees injured performing work for private employers, including employees injured while affecting an arrest in furtherance of the private employer's interest, will not receive Section 207-c benefits for such injuries.

Section 11. Assignment of Judgment or Settlement

An employee shall, as a condition of receiving benefits under this procedure, execute an assignment of the proceeds of any judgment or settlement in any third-party action arising from the injury, in the amount of the pay received pursuant to this procedure.

◀ j22

MAYOR'S OFFICE OF CONTRACT SERVICES

■ NOTICE

Notice of Intent to Issue New Solicitations Not Included in FY 2019 Annual Contracting Plan and Schedule

NOTICE IS HEREBY GIVEN that the Mayor will be issuing the following solicitation(s) not included in the FY 2019 Annual Contracting Plan and Schedule that is published, pursuant to New York City Charter § 312(a):

Agency: Department of Parks and Recreation (DPR-E)
 Description of services sought: Maintenance and Repair of Electric Security Barriers at City Hall
 Start date of the proposed contract: 6/1/2019
 End date of the proposed contract: 5/31/2021
 Method of solicitation the agency intends to utilize: CSB
 Personnel in substantially similar titles within agency: None
 Headcount of personnel in substantially similar titles within agency: 0

◀ j22

Notice of Intent to Extend Contract(s) Not Included in FY 2019 Annual Contracting Plan and Schedule

NOTICE IS HEREBY GIVEN that the Mayor will be entering into the following extension(s) of (a) contract(s) not included in the FY 2019 Annual Contracting Plan and Schedule that is published, pursuant to New York City Charter § 312(a):

Agency: Department of Environmental Protection
 FMS Contract #: 1417-PS
 Vendor: National Water Main Cleaning Company
 Description of services: Removal and Disposal of Residuals from Large Diameter and Long Sewers
 Award method of original contract: Competitive Sealed Bid
 FMS Contract type: 50
 End date of original contract: 5/22/2019
 Method of renewal/extension the agency intends to utilize: Extension
 New start date of the proposed renewed/extended contract: 5/23/2019
 New end date of the proposed renewed/extended contract: 5/22/2020
 Modifications sought to the nature of services performed under the contract: None
 Reason(s) the agency intends to renew/extend the contract: For a continuity of this critical service
 Personnel in substantially similar titles within agency: None

Headcount of personnel in substantially similar titles within agency: 0

Agency: Department of Environmental Protection
 FMS Contract #: 1442-RDT
 Vendor: Tully Environmental, Inc.
 Description of services: Removal, transportation and disposal of residuals
 Award method of original contract: Competitive sealed bids
 FMS Contract type: 50
 End date of original contract: 6/30/2019
 Method of renewal/extension the agency intends to utilize: Renewal
 New start date of the proposed renewed/extended contract: 7/1/2019
 New end date of the proposed renewed/extended contract: 6/30/2021
 Modifications sought to the nature of services performed under the contract: None
 Reason(s) the agency intends to renew/extend the contract: To provide time for the replacement contract to be prepared
 Personnel in substantially similar titles within agency: None
 Headcount of personnel in substantially similar titles within agency: 0

Agency: Department of Environmental Protection
 FMS Contract #: CT1 826 20151429103
 Vendor: The Gordian Group Inc.
 Description of services: DEP Consultant Contract for Job Order Contracts (JOC).
 Award method of original contract: CSP
 FMS Contract type: 10
 End date of original contract: 4/6/2019
 Method of renewal/extension the agency intends to utilize: Renewal
 New start date of the proposed renewed/extended contract: 4/7/2019
 New end date of the proposed renewed/extended contract: 4/5/2021
 Modifications sought to the nature of services performed under the contract: N/A
 Reason(s) the agency intends to renew/extend the contract: Continued need of Services
 Personnel in substantially similar titles within agency: None
 Headcount of personnel in substantially similar titles within agency: 0

Agency: Department of Environmental Protection
 FMS Contract #: 826 20171422232
 Vendor: Nichem Co.
 Description of services: Carbon Odor Control Services at DEP Facilities Citywide
 Award method of original contract: Bid
 FMS Contract type: 50
 End date of original contract: 2/2/2019
 Method of renewal/extension the agency intends to utilize: Extension
 New start date of the proposed renewed/extended contract: 2/3/2019
 New end date of the proposed renewed/extended contract: 2/2/2020
 Modifications sought to the nature of services performed under the contract: None
 Reason(s) the agency intends to renew/extend the contract: Ongoing Carbon Odor Control Services as a results of odors nuisance in communities surrounding Wastewater/Collections Facilities, and NYS DEC compliance at some of the facilities.
 Personnel in substantially similar titles within agency: None
 Headcount of personnel in substantially similar titles within agency: 0

Agency: Department of Environmental Protection
 FMS Contract #: 1427-GEN
 Vendor: H.O. Penn Machinery Co., Inc.
 Description of services: Service and Repair of the EMD 900RPM engine generators at the Red Hook plant
 Award method of original contract: Competitive Sealed Bid
 FMS Contract type: 50
 End date of original contract: 6/30/2019
 Method of renewal/extension the agency intends to utilize: Renewal
 New start date of the proposed renewed/extended contract: 7/1/2019
 New end date of the proposed renewed/extended contract: 6/30/2020
 Modifications sought to the nature of services performed under the contract: None
 Reason(s) the agency intends to renew/extend the contract: Currently, Legal is reviewing a 1511-GEN contract document, which is going to replace this contract. Renewal of 1427-GEN contract is necessary until new contract is in place.
 Personnel in substantially similar titles within agency: None
 Headcount of personnel in substantially similar titles within agency: 0

◀ j22

CHANGES IN PERSONNEL

ADMIN FOR CHILDREN'S SVCS FOR PERIOD ENDING 11/30/18						
NAME		TITLE	TITLE			
			NUM	SALARY	ACTION	PROV EFF DATE AGENCY
ISARDEEN		THANUJA	52366	\$57070.0000	RESIGNED	NO 11/11/18 067
JEFFRY	R	CURITY	52366	\$53519.0000	RESIGNED	NO 11/04/18 067
JOHNSON	L	QUEVON	12200	\$35190.0000	APPOINTED	NO 11/18/18 067

JONES	KIMBERLY P	95005	\$133000.0000	INCREASE	YES	11/04/18	067
KELLY	RENEE S	10056	\$97000.0000	INCREASE	NO	11/11/18	067
LOVE	SHERYL M	52366	\$57070.0000	RESIGNED	NO	11/05/18	067
LY	MAMADOU L	52287	\$44426.0000	RESIGNED	YES	10/23/18	067
MCCOLLIN	PATRICIA A	52366	\$37300.0000	RESIGNED	YES	07/25/06	067
MCDUGALL	SHARON	95601	\$150574.0000	INCREASE	YES	09/02/18	067
MCKNIGHT	PAMELA L	10124	\$64519.0000	APPOINTED	YES	11/11/18	067
MITCHELL	ROBIN L	52370	\$62734.0000	APPOINTED	YES	11/18/18	067
MUZQUIZ	MINERVA M	95600	\$91000.0000	INCREASE	YES	11/11/18	067
NG	IVAN Y	30087	\$76275.0000	RESIGNED	YES	11/13/18	067

ADMIN FOR CHILDREN'S SVCS
FOR PERIOD ENDING 11/30/18

TITLE							
NAME	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY	
OMEALLY	TERIANN M	52366	\$53519.0000	RESIGNED	NO	11/18/18	067
OWENS	LAKENYA A	52287	\$44426.0000	RESIGNED	YES	11/18/18	067
PARTSINEVELOS	JOHN	10251	\$42839.0000	INCREASE	NO	11/11/18	067
PERSON	RIAN G	52287	\$44426.0000	RESIGNED	YES	10/28/18	067
PULLINTHITTA	ASHVIN G	10124	\$44142.0000	APPOINTED	NO	11/04/18	067
RAMIREZ	YINIA I	52416	\$73000.0000	APPOINTED	YES	11/13/18	067
RHODEN	RICARDO A	52287	\$44426.0000	RESIGNED	YES	11/04/18	067
RIVERA	JOHN C	52366	\$49279.0000	RESIGNED	NO	11/04/18	067
RODRIGUEZ	YAMILET	10251	\$45168.0000	APPOINTED	NO	11/18/18	067
ROSE	JOANNA F	95005	\$103880.0000	INCREASE	YES	11/04/18	067
SCOTT	TAMIKO	52367	\$62734.0000	PROMOTED	NO	11/04/18	067
SERRATY	NOEL	52287	\$44426.0000	RESIGNED	YES	11/11/18	067
SUGGS	MEREDITH L	52366	\$51315.0000	DECREASE	NO	11/13/18	067
SWANSON	LISA L	30087	\$67523.0000	RESIGNED	YES	11/18/18	067
TORRES	RAYMOND	10056	\$104094.0000	INCREASE	NO	09/02/18	067
TRACY	TANNISEA R	52366	\$57070.0000	RESIGNED	NO	11/08/18	067
WALTON	ALICIA J	10056	\$97000.0000	INCREASE	NO	11/11/18	067
WILSON	JAIME L	30087	\$67523.0000	INCREASE	YES	11/04/18	067

HRA/DEPT OF SOCIAL SERVICES
FOR PERIOD ENDING 11/30/18

TITLE							
NAME	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY	
AJAYI	OLUBUNMI E	10124	\$56798.0000	INCREASE	NO	11/18/18	069
AKTAR	MAHMUDA	10104	\$36649.0000	RESIGNED	NO	11/18/18	069
ALEXIS	DEXTER A	52314	\$47327.0000	RESIGNED	NO	11/11/18	069
ARROYO-NIEVES	DIANA	10124	\$50763.0000	PROMOTED	NO	11/04/18	069
AU	PUI CHI	1002F	\$58926.0000	APPOINTED	NO	02/25/18	069
BARNES	CARLA M	10124	\$50763.0000	PROMOTED	NO	08/06/17	069
BARROW	KEISHA T	13369	\$76589.0000	RESIGNED	YES	11/04/18	069
BELUCKMAN	EMMANUEL A	52314	\$47494.0000	DISMISSED	NO	11/19/18	069
BOUCICAUT	YVEL J	52314	\$47327.0000	RESIGNED	NO	11/16/18	069
BRAVO	KERVIN	70810	\$34570.0000	RESIGNED	NO	11/11/18	069
CAESAR	SHELLY	10124	\$56798.0000	INCREASE	NO	10/21/18	069
CAMACHO	MAYRA E	10104	\$42229.0000	RESIGNED	NO	11/21/18	069
CLECKLEY	VIVIAN C	31113	\$57352.0000	DECEASED	NO	11/11/18	069
DAVIS	JOHN Q	52313	\$74538.0000	RETIRED	NO	11/22/18	069
DEJESUS-ZULLO	SANDY	56057	\$50555.0000	RESIGNED	YES	11/21/18	069
DIALAH	CHIMA A	31113	\$40275.0000	APPOINTED	NO	11/13/18	069
DIAZ	ANA D	10124	\$50763.0000	PROMOTED	NO	11/04/18	069
DICKENSON	ETHNI G	31118	\$67138.0000	PROMOTED	NO	11/11/18	069
DOMINGUEZ	WENDY	52304	\$46316.0000	RESIGNED	NO	11/11/18	069
DUKE	TRAVIS M	52311	\$57198.0000	RESIGNED	NO	11/17/18	069
FORD	JONATHAN	10124	\$62834.0000	INCREASE	NO	11/18/18	069
FROST	PATRICIA	10124	\$56798.0000	INCREASE	NO	11/18/18	069
FULLER	DANA	10104	\$36602.0000	INCREASE	NO	02/22/09	069

HRA/DEPT OF SOCIAL SERVICES
FOR PERIOD ENDING 11/30/18

TITLE							
NAME	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY	
GARCIA	MERCEDES V	10124	\$50763.0000	PROMOTED	NO	11/04/18	069
GITTENS	GLENORA J	31113	\$40275.0000	APPOINTED	NO	11/11/18	069
GONZALEZ	MARIA E	52314	\$47407.0000	RETIRED	NO	11/02/18	069
GREENE	SHEILA L	56058	\$67498.0000	RETIRED	YES	11/21/18	069
HARTRIDGE	KAREN	10124	\$56798.0000	INCREASE	NO	11/18/18	069
HOEY	EILEEN	13632	\$79564.0000	APPOINTED	NO	10/21/18	069
IOFE	MATTHEW G	31113	\$40275.0000	APPOINTED	NO	11/13/18	069
JACKSON	ASHAKI L	10251	\$36677.0000	RESIGNED	NO	10/07/18	069
JACOBS	DANIEL R	70810	\$32426.0000	RESIGNED	NO	11/01/18	069
JEAN PIERRE	ERNA	52314	\$47615.0000	RETIRED	NO	11/14/18	069
JONES	TRACEY L	10251	\$40629.0000	RESIGNED	NO	10/24/18	069
JOSEPH	CORDELIA G	31113	\$40275.0000	APPOINTED	NO	11/13/18	069
KHALIL	HAIBA	56057	\$61047.0000	RESIGNED	YES	11/24/18	069
KING	MARIEL K	10124	\$50763.0000	PROMOTED	NO	11/04/18	069
KINLOCK	JAMELA C	10124	\$50763.0000	PROMOTED	NO	11/04/18	069
KIRCHHEIMER	REBECCA R	10050	\$126000.0000	INCREASE	YES	11/18/18	069
KLEIN	DEBORAH	52311	\$57288.0000	RETIRED	NO	11/21/18	069
KO-ARMINAS	YUK SUM	10104	\$42146.0000	RESIGNED	NO	11/18/18	069
KOSOWITZ	SUSAN	30087	\$88808.0000	RETIRED	YES	11/14/18	069
LAWRENCE	SALENA R	31113	\$40275.0000	APPOINTED	NO	11/13/18	069
LEWIS-MCGREGOR	GISELLE	10251	\$40225.0000	INCREASE	NO	10/14/18	069
LI	HUAN RON	10124	\$50763.0000	PROMOTED	NO	11/04/18	069
LOUIS-JEAN	LOURNE	10124	\$50763.0000	PROMOTED	NO	11/04/18	069
MAHONEY	RENEE A	10104	\$42146.0000	RESIGNED	NO	10/14/18	069
MCLAREN	JERMAINE A	91212	\$38798.0000	APPOINTED	NO	11/18/18	069
MERCER	RALPH	10124	\$50763.0000	PROMOTED	NO	11/04/18	069
MOK	MAN T	13631	\$69618.0000	APPOINTED	NO	11/18/18	069
MONGER	VRGINIA A	10104	\$42229.0000	RESIGNED	NO	11/17/18	069
MOORE	MAYRA	10124	\$56798.0000	INCREASE	NO	11/18/18	069
MUNIZ	MARISOL	10104	\$42146.0000	RESIGNED	NO	11/09/18	069
NELSON	SADE	52314	\$47327.0000	RESIGNED	NO	11/09/18	069
OLATUNJI	NURUDEEN	12627	\$75591.0000	INCREASE	NO	11/18/18	069
PARKER	KATHLEEN J	1024A	\$142000.0000	INCREASE	YES	11/18/18	069
PEAKES	WANDA J	1002C	\$66924.0000	PROMOTED	NO	11/11/18	069
PERLYUK	DINA	13632	\$106134.0000	RESIGNED	NO	11/11/18	069
POLLACK	NEAL S	10251	\$31893.0000	APPOINTED	YES	11/13/18	069

QASIM	YAHYA	52304	\$46376.0000	RETIRED	NO	11/16/18	069
RAY	RASHIDA I	10251	\$31893.0000	APPOINTED	NO	11/13/18	069
RAY	SANHITA	31113	\$46316.0000	APPOINTED	NO	11/11/18	069
RIVERS	TYNSHA A	70810	\$32435.0000	RESIGNED	NO	06/15/16	069
ROLAND	NASHA	10124	\$50763.0000	PROMOTED	NO	11/04/18	069
RUZA	JOSEPH M	13632	\$91499.0000	INCREASE	NO	10/21/18	069
SHUKHAT	MILA	52304	\$46428.0000	RETIRED	NO	11/17/18	069
SIFAT	AKTER	31113	\$40275.0000	APPOINTED	NO	11/13/18	069
SLIGH	PARRISH	10124	\$50763.0000	PROMOTED	NO	11/04/18	069
SMITH	MAYRA S	10124	\$62834.0000	INCREASE	NO	11/18/18	069
SPEIGHTS	JASON A	31113	\$49591.0000	INCREASE	NO	11/11/18	069
STROUD	TERRANCE	10026	\$136000.0000	APPOINTED	YES	11/11/18	069
STURUA	SALOME	12627	\$65731.0000	APPOINTED	NO	10/28/18	069
SUCHDEVE	NITI	56058	\$52525.0000	RESIGNED	YES	11/11/18	069
TAITT	TANYA	10124	\$50763.0000	PROMOTED	NO	11/04/18	069

HRA/DEPT OF SOCIAL SERVICES
FOR PERIOD ENDING 11/30/18

TITLE							
NAME	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY	
TAYLOR	ARNEICE	10124	\$56798.0000	INCREASE	NO	11/18/18	069
VARGAS	ORLANDO	10124	\$50849.0000	RETIRED	NO	11/17/18	069
VARGAS	STEPHANI	31118	\$67138.0000	PROMOTED	NO	11/11/18	069
VARGHESE	SUSAN	56058	\$52525.0000	RESIGNED	YES	11/20/18	069
WANG	SHU MEIR	21744	\$84301.0000	RESIGNED	YES	11/11/18	069
WARREN	SHANOAH	10124	\$56798.0000	INCREASE	NO	11/11/18	069
WASHINGTON	ALEXIS D	56056	\$36337.0000	RESIGNED	YES	11/10/18	069
WEDDERBURN	SAUNA A	31113	\$40275.0000	APPOINTED	NO	11/13/18	069
WEST	WHITNEY K	31113	\$58987.0000	APPOINTED	NO	11/11/18	069
WILLIAMS	ALEXANDR	10252	\$40953.0000	DISMISSED	NO	11/18/18	069
WILLIAMS	CINDY A	31113	\$46316.0000	APPOINTED	NO	11/11/18	069
WILLIAMS	KEVIN J	70810	\$45597.0000	DISMISSED	NO	11/14/18	069
WILLIAMS	SHENETTE	1002C	\$63929.0000	PROMOTED	NO	11/11/18	069
WRIGHT	MARLENE R	31113	\$58987.0000	APPOINTED	NO	11/11/18	069
ZEME	LOSSENI	31113	\$46316.0000	INCREASE	NO	11/11/18	069

DEPT. OF HOMELESS SERVICES
FOR PERIOD ENDING 11/30/18

TITLE							
NAME	NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY	
BAILEY	EBONY D	56058	\$52524.0000	APPOINTED	YES	11/18/18	071
BARROW	KEISHA T	1002F	\$106809.0000	APPOINTED	NO	11/04/18	071
BROWN	SHATINA T	56058	\$60403.0000	APPOINTED	YES	11/18/18	071
CLECKLEY-COOKE	TRACY	56058	\$60403.0000	APPOINTED	YES	11/18/18	071
DANIEL	TITTILOLA B	56058	\$60403.0000	APPOINTED	YES	11/18/18	071
DAVY	DEBORAH	56058	\$60403.0000	APPOINTED	YES	11/18/18	071
DIAZ	GLORIA	56057	\$46247.0000	RESIGNED	YES	11/16/18	071
DIAZ - MENDOZA	MAYLINEN	10124	\$62899.0000	APPOINTED	YES	04/15/18	071
EDUVIE	EDWIN O	56058	\$60403.0000	APPOINTED	YES	11/18/18	071
EGHARVEBA	HILDA O	10056	\$70225.0000	INCREASE	NO	11/11/18	071
FAISON	BERNIE L	70810	\$34570.0000	RESIGNED	NO	09/05/18	071
FERNANDEZ	JORGE A	10056	\$120000.0000	APPOINTED	NO	11/11/18	071
GUTHRIE	SHAWN J	31113	\$40275.0000	APPOINTED	NO	11/13/18	071
JAMES	VELVAUNC N	1002D	\$116000.0000	APPOINTED	YES	11/04/18	071
LLERENA SALAZAR	ALEX J	31113	\$40275.0000	APPOINTED	NO	11/13/18	071
MILLER	MARILYN	56058	\$60403.0000	APPOINTED	YES	11/18/18	071
MOORE	RUBEN	31113	\$46376.0000	RETIRED	NO	11/16/18	071
MOORE	LAMONT	56058	\$60403.0000	APPOINTED	YES	11/18/18	071
OLAJUJI	AMBROSE A	56058	\$60403.0000	APPOINTED	YES	11/18/18	071
PARFAIT	ANNE	56058	\$60403.0000	APPOINTED	YES	11/18/18	071
PATTERSON	BERYL	56058	\$60403.0000	APPOINTED	YES	11/18/18	071
PHAM	MIKE	56058	\$60403.0000	APPOINTED	YES	11/18/18	071
POWE	VALERIE	52633	\$78177.0000	INCREASE	YES	11/13/18	071
RALPH	NORA V	70810	\$3				

CHARLES	JAMES	70410	\$48371.0000	TERMINATED	NO	11/08/18	072
CHEN	WING TAN	70410	\$44333.0000	RESIGNED	NO	11/11/18	072
CHUNG	GREG K	30087	\$70000.0000	INCREASE	YES	11/04/18	072
COHEN	AMANDA	70410	\$48371.0000	RESIGNED	NO	11/19/18	072
CORNEJO JR	SANTIAGO A	06316	\$56473.0000	RESIGNED	YES	10/28/18	072
DANIEL	RAMELL	70410	\$48371.0000	RESIGNED	NO	11/11/18	072
DAVIS	MARY	70410	\$44333.0000	TERMINATED	NO	11/22/18	072
DIGIROLAMO	FRANCESCA	12626	\$67585.0000	RESIGNED	NO	11/16/18	072
DILLUVIO	ANTHONY M	70410	\$44333.0000	RESIGNED	NO	10/28/18	072
DUENO	DAVID	7048C	\$158878.0000	RETIRED	NO	10/18/18	072
DUNKLEY	LACYANN	60948	\$67138.0000	APPOINTED	NO	11/02/18	072
EDWARDS	NINA J	60948	\$79935.0000	RETIRED	NO	11/16/18	072
FERNANDEZ	JORGE A	52615	\$78221.0000	RESIGNED	YES	11/11/18	072
FERNANDEZ	SHAKINA S	70410	\$85292.0000	RESIGNED	NO	11/11/18	072
FOSTER	ALISA	70410	\$44333.0000	RESIGNED	NO	10/28/18	072

DEPARTMENT OF CORRECTION
FOR PERIOD ENDING 11/30/18

TITLE							
NAME		NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
FREEMAN	STEPHANI G	30087	\$70000.0000	INCREASE	YES	11/04/18	072
GARCIA JR	RICARDO R	70410	\$44333.0000	RESIGNED	NO	10/14/18	072
GERMAIN	JEANDONA	70410	\$44333.0000	RESIGNED	NO	11/12/18	072
GOODMAN	ROGER D	70410	\$85292.0000	RETIRED	NO	10/17/18	072
GRAMOZIS	CONSTANT	70410	\$85292.0000	RETIRED	NO	10/25/18	072
HAFFENDEN	PHILLISH	70410	\$44333.0000	RESIGNED	NO	11/11/18	072
HIGHTOWER	ANTHONY	70410	\$85292.0000	RETIRED	NO	10/31/18	072
HOLLIDAY	LEWIS	70410	\$85292.0000	RETIRED	NO	10/31/18	072
INSALACO	MICHAEL	70410	\$44333.0000	RESIGNED	NO	09/02/18	072
IRISH	ELYSE V	90210	\$38528.0000	RESIGNED	YES	11/05/18	072
IRZARRY	MATTHEW	70410	\$44333.0000	RESIGNED	NO	11/11/18	072
JOHNSON	DION	70410	\$48371.0000	RESIGNED	NO	10/13/18	072
KESSBA	MAHMOUD M	70410	\$44333.0000	RESIGNED	NO	11/18/18	072
KOFFSKY	ZACHARY J	70410	\$44333.0000	RESIGNED	NO	11/11/18	072
KOLBERT	MITCHELL T	70410	\$44333.0000	RESIGNED	NO	11/11/18	072
KWOK	MARY	13632	\$91499.0000	APPOINTED	NO	09/21/18	072
LAMARCA	ANTHONY F	70410	\$43042.0000	RESIGNED	NO	10/28/18	072
LEWIS	RICHARD E	60948	\$43470.0000	APPOINTED	NO	11/18/18	072
LI	NANCY	56058	\$59517.0000	APPOINTED	YES	11/15/18	072
LIN	FENG GUA	70410	\$44333.0000	RESIGNED	NO	10/21/18	072
LINDSAY	CHARLES	51274	\$67198.0000	RETIRED	NO	11/10/18	072
MARQUEZ	ANDRES	70410	\$48371.0000	RESIGNED	NO	10/28/18	072
MARRERO	ALBERT	70410	\$44333.0000	RESIGNED	NO	11/20/18	072
MAZZIE	SAMUEL J	70410	\$52170.0000	RESIGNED	NO	10/28/18	072
MCLEAN MORGAN	ZINA	7048B	\$121875.0000	RETIRED	NO	10/16/18	072
MEJIA	LUIS	70410	\$44333.0000	RESIGNED	NO	10/28/18	072
MORALES	LUIS	70410	\$44333.0000	RESIGNED	NO	11/07/18	072
MORALES	MICHELLE E	06316	\$56473.0000	RESIGNED	YES	11/11/18	072
NILES	SOPHIA	70410	\$85292.0000	RETIRED	NO	11/02/18	072
ORTIZ	JUSTIN J	70410	\$44333.0000	RESIGNED	NO	11/11/18	072
ORTIZ	RAYMOND	70410	\$48371.0000	RESIGNED	NO	10/28/18	072
PAL	JOSHUA J	30087	\$97200.0000	INCREASE	YES	11/11/18	072
PANKRATYEVA	OLESYA	70410	\$44333.0000	RESIGNED	NO	07/24/18	072
PINALES	CHRISTIN M	70410	\$44333.0000	TERMINATED	NO	11/06/18	072
PRINCE-RICHARD	KIM P	70410	\$85292.0000	RETIRED	NO	10/31/18	072
RAHMAN	MOHAMMAD Z	70410	\$44333.0000	RESIGNED	NO	11/11/18	072
RAMKISSOON	LYDIA D	56058	\$52524.0000	APPOINTED	YES	11/18/18	072
RIOS	RICHARD	70410	\$44333.0000	RESIGNED	NO	11/11/18	072
RIVERA	ELYN	7048C	\$120283.0000	PROMOTED	NO	11/16/18	072
ROBERTS	SHAREEDA	70410	\$44333.0000	RESIGNED	NO	11/11/18	072
ROBINSON	KISHA	70410	\$85292.0000	RETIRED	NO	10/22/18	072
ROMAIN	ELIZABET J	70410	\$85292.0000	RETIRED	NO	10/20/18	072
ROSA JR	LUIS A	70410	\$85292.0000	RESIGNED	NO	11/02/18	072
ROSALY	RODY	70410	\$85292.0000	RETIRED	NO	11/01/18	072
SALAZAR	KEVIN O	70410	\$44333.0000	RESIGNED	NO	08/04/18	072
SAMUEL	MATTHEW E	70410	\$44333.0000	RESIGNED	NO	10/28/18	072
SANCHEZ	KARINA	70410	\$44333.0000	RESIGNED	NO	10/28/18	072
SARVIS	SANDRA	70410	\$85292.0000	RETIRED	NO	10/16/18	072
SCOTT	LISA E	51274	\$49591.0000	INCREASE	YES	10/21/18	072
SCOTT	MARGARET E	60948	\$50187.0000	RETIRED	NO	11/02/18	072
SESSION	KE'ASIA T	56058	\$52524.0000	APPOINTED	YES	11/11/18	072

DEPARTMENT OF CORRECTION
FOR PERIOD ENDING 11/30/18

TITLE							
NAME		NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
SIROTENKO	OLEG	90698	\$220.6400	APPOINTED	NO	11/18/18	072
SOW	THIERNO	70410	\$44333.0000	RESIGNED	NO	11/11/18	072
SPENCER	JEFFREY	70410	\$85292.0000	RETIRED	NO	11/06/18	072
SPIVEY	ZENDEL	70410	\$48371.0000	RESIGNED	NO	04/25/18	072
STEVENSON	ANGELA M	10124	\$56854.0000	RESIGNED	NO	11/19/18	072
TAVAREZ	JOSTINN	70410	\$44333.0000	RESIGNED	NO	09/06/18	072
TAVERA	BRYAN	70410	\$48371.0000	RESIGNED	NO	10/28/18	072
TEJADA	VINCENTE	90234	\$43005.0000	RETIRED	YES	11/09/18	072
THOMPSON	KEIANNA	30086	\$66950.0000	RESIGNED	YES	11/15/18	072
TONG	WILLIAM Y	70410	\$85292.0000	RETIRED	NO	11/01/18	072
TORRES	GONZALO	70410	\$85292.0000	RETIRED	NO	11/10/18	072
TURNER	TAMELA	70410	\$44333.0000	RESIGNED	NO	09/22/18	072
VALES	SUHAIL M	70410	\$52170.0000	RESIGNED	NO	11/11/18	072
WALKER	DEON	70410	\$85292.0000	RETIRED	NO	11/02/18	072
WHITE	TAMIKA R	7048C	\$120283.0000	PROMOTED	NO	11/15/18	072
WILSON	PAIGE D	70410	\$48371.0000	RESIGNED	NO	10/28/18	072
ZHAO	MAGGIE	70410	\$44333.0000	RESIGNED	NO	09/01/18	072
ZOQUIER	MANUEL	70410	\$48371.0000	RESIGNED	NO	10/28/18	072

MAYORS OFFICE OF CONTRACT SVCS
FOR PERIOD ENDING 11/30/18

TITLE							
NAME		NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
GUNN	JAMES A	0527A	\$65000.0000	INCREASE	YES	11/04/18	082
NAZIRUDDIN	TUBA	05277	\$70000.0000	APPOINTED	YES	11/18/18	082
PYLE	ADRIAN D	0527A	\$95000.0000	INCREASE	YES	11/11/18	082

CITY COUNCIL
FOR PERIOD ENDING 11/30/18

TITLE							
NAME		NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
CARDOZO	IVIA M	94074	\$77500.0000	RESIGNED	YES	11/17/18	102
FAHEY	CAITLIN C	94451	\$88000.0000	RESIGNED	YES	11/20/18	102
GARTLAND	MICHAEL A	94440	\$115000.0000	RESIGNED	YES	11/09/18	102
LUNA	JESSICA L	94074	\$50000.0000	RESIGNED	YES	11/11/18	102
MEDINA	ALEXANDR G	94074	\$37000.0000	RESIGNED	YES	11/11/18	102
MORAN MORENO	GUSTAVO	94425	\$15.0000	APPOINTED	YES	11/05/18	102
NEWMAN	SARA A	94074	\$40000.0000	APPOINTED	YES	11/14/18	102
NUZHAT	NAMEERA	94069	\$75000.0000	RESIGNED	YES	11/10/18	102
O'BRIEN	JOSEPHIN T	94425	\$15.0000	APPOINTED	YES	11/05/18	102
PATE	TAMIKA F	94451	\$88000.0000	APPOINTED	YES	11/14/18	102

CITY COUNCIL
FOR PERIOD ENDING 11/30/18

TITLE							
NAME		NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
PAULINO	EDWARD	94074	\$53000.0000	RESIGNED	YES	11/11/18	102
PENA GUILLEN	DESIREE	94074	\$40000.0000	RESIGNED	YES	11/17/18	102
ROBINSON	DESIREE L	94378	\$40000.0000	APPOINTED	YES	11/13/18	102
STABILE	NICHOLAS P	94451	\$90000.0000	APPOINTED	YES	11/18/18	102
VITALE	BIANCA A	94451	\$84000.0000	APPOINTED	YES	11/18/18	102

CITY CLERK
FOR PERIOD ENDING 11/30/18

TITLE							
NAME		NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
GONIK	MARINA	30087	\$83000.0000	APPOINTED	YES	11/18/18	103

DEPARTMENT FOR THE AGING
FOR PERIOD ENDING 11/30/18

TITLE							
NAME		NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
ARAUJO	ANA M	56058	\$60403.0000	APPOINTED	YES	11/13/18	125
FERNANDEZ	SARA G	40526	\$46424.0000	APPOINTED	YES	08/16/18	125
JONES	EVELYN	09749	\$13.0000	RESIGNED	YES	10/29/18	125
LASHLEY	LOQUINNE	09749	\$13.0000	RESIGNED	YES	10/29/18	125
RODRIGUEZ	VIVIAN	09749	\$13.0000	RESIGNED	YES	01/23/18	125
ZIVANOVIC	DUSAN M	12158	\$73007.0000	RESIGNED	NO	11/01/18	125

CULTURAL AFFAIRS
FOR PERIOD ENDING 11/30/18

TITLE							
NAME		NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
RAGHAVAN	PRANITA A	95005	\$150000.0000	APPOINTED	YES	11/13/18	126

OFF OF PAYROLL ADMINISTRATION
FOR PERIOD ENDING 11/30/18

TITLE							
NAME		NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
CLAUDIO	MAGDA M	40526	\$55000.0000	APPOINTED	YES	11/11/18	131

LANDMARKS PRESERVATION COMM
FOR PERIOD ENDING 11/30/18

TITLE							
NAME		NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
KNOWLES	JARED A	10034	\$86000.0000	DECREASE	NO	11/18/18	136

TAXI & LIMOUSINE COMMISSION
FOR PERIOD ENDING 11/30/18

TITLE							
NAME		NUM	SALARY	ACTION	PROV	EFF DATE	AGENCY
ADOMAITIS	CLARK S	10209	\$13.5000	APPOINTED	YES	11/13/18	156
BILLUPS JR	JEFFREY L	10124	\$80000.0000	RESIGNED	NO	11/22/18	156
COHEN	RACHEL B	56058	\$71575.0000	RESIGNED	YES	11/20/18	156
CONWAY	RENISHA C	30087	\$67523.0000	RESIGNED	YES	11/18/18	156
FIMIARZ	ZBIGNIEW	35143	\$50918.0000	PROMOTED	NO	11/18/18	156
JLELATY	EMAD	35143	\$50918.0000	PROMOTED	NO	11/18/18	156
KUMAR	PARVESH	35143	\$50918.0000	PROMOTED	NO	11/18/18	156
MARTE PILAR	WENDY M	56057	\$47500.0000	APPOINTED	YES	11/11/18	156
MCBRIDE	RAHEEM R	35116	\$38305.0000	RESIGNED	YES	11/23/18	156
OCAL	ATILLA	35143	\$50918.0000	PROMOTED	NO	11/18/18	156
PANCHAL	ABHIJIT S	20246	\$90000.0000	APPOINTED	YES	11/13/18	156
RAMPERSAUD	CHATTERP	35143	\$50918.0000	PROMOTED	NO	11/18/18	156
RIVERA	BRYAN P	35143	\$50918.0000	PROMOTED	NO	11/18/18	156
ROBERTS	KEREN	35116	\$38305.0000	RESIGNED	YES	11/16/18	156
SIMMONS	SELINA S	35143	\$50918.0000	PROMOTED	NO	11/18/18	156
TORO	STEPHANI A	56058	\$52524.0000	INCREASE	YES	11/	

NAME	NUM	SALARY	ACTION	PROV EFF DATE	AGENCY
HUMAN RIGHTS COMMISSION FOR PERIOD ENDING 11/30/18					
SOLE	ABIGAIL H 30098	\$155000.0000	APPOINTED	YES 11/07/18	214
HOY	SETH 10033	\$100000.0000	INCREASE	NO 11/18/18	226

NAME	NUM	SALARY	ACTION	PROV EFF DATE	AGENCY
DEPT OF YOUTH & COMM DEV SRVS FOR PERIOD ENDING 11/30/18					
ABDO	DAHAN K 10050	\$161000.0000	RESIGNED	NO 06/30/18	261
BALDEON	JAVIER A 56101	\$18.7200	RESIGNED	YES 11/11/18	261
CALDRON	TRACY A 10095	\$155000.0000	INCREASE	NO 11/18/18	261
SAMMIS	CAROLYN 10050	\$132926.0000	RETIRED	NO 07/28/18	261
SMYTH	SARA E 56056	\$15.3000	RESIGNED	YES 09/20/18	261
THOMAS	TREVOR R 10026	\$81245.0000	RESIGNED	NO 11/18/18	261

NAME	NUM	SALARY	ACTION	PROV EFF DATE	AGENCY
BOARD OF ELECTION POLL WORKERS FOR PERIOD ENDING 11/30/18					
ABRAMS	NIKKI Z 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
AFRIYIE	ALBERTA 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
AHMAD	LIALA 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
AHMED	IMTIAZ 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
AHMED	MASHAL 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
AHMED	NAIMA 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
AHMED	SHARIAR 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
AHMED	TANVIR 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
AKTER	AKLIMA 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
AKTHER	NASRIN 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
ALBERTS	ARIELA 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
ALCHERMES	CONSTANC 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
ALEXANDER	GARY 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
ALEXANDER	TANYA 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
ALEXANDER-THOMA	REZZIEA 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
ALI	MOHAMMED 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
ALLAOUI	DJAMEL 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
ALLSOPP	AUDREY L 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
ALVARADO	DILCIA E 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
ALVARDO	ALFREDO 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
ANANE	NANA S 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
ANDREWS	CHIMENE 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
ANGELLO	MARY A 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
ANOUS	INES 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
APPA	MARIANNE 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
ARNOLD	IMANI 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
ARROYO	ERIC A 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
ASKEW	ZANEA 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
ASTUDILLO	KATHERIN 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BAADE	BRIAN 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BACCHUS	MATTHEW B 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BACKER	ANDREE 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BALLEY	ANTHONY 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BAIRD	RANDOLPH 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BAKER	JACQULEN 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BANKS	DAYNE E 9POLL	\$1.0000	APPOINTED	YES 07/01/18	300
BANKS	SHAUNTE 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BAPTISE	TODD 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BARALES	LUZ E 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BARBER	RODNEY T 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BARNES	KENNETH 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BARNHILL	ALICIA T 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BARRERA	CHRISTIN N 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BARTHOLOMEW	GEORGINA 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BASKIN	GLORIA 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BATIZ	JANNET J 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BATSON	WENDY A 9POLL	\$1.0000	APPOINTED	YES 11/16/18	300
BATUTA	KHADIA L 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BAXT	ALEC 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BEATTY	MATTHEW 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BECKLES	ANDY B 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300

NAME	NUM	SALARY	ACTION	PROV EFF DATE	AGENCY
BOARD OF ELECTION POLL WORKERS FOR PERIOD ENDING 11/30/18					
BEDNAR	ANGELA E 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BEGUM	HASNE 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BEGUM	NUSRAT A 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BEIDERMAN	EMMA 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BELANFANTI	KIMEISHA S 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BELL	ERIC 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BENNETT	DANASIA 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BENNETT	FRANCENA 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BERGOLD	NINA D 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BERGQUIST	JEANNE 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BERKELEY	STERLING 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BIGBY	OCKACIA K 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BLACKMAN	ROSLYN E 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BLAKE	EWART 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BLANCHARD	SHANNA 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BLANCO	SOPHIA L 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BLAU	MARY A 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BLOCK	JUSTIN 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BLUTCHER	PATRICE 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BOAHEN	BISMARCK 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BOONE	NICOLE 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BORDE	WAYNE I 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BORGES	GIOVANNI 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300

BOST	CAROLYN C 9POLL	\$1.0000	APPOINTED	YES 11/13/18	300
BOUTIN	BISHOPP L 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BOWSER	CHASITY O 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BRADY	BLAIR 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BRADY	KRISTIN 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BRADY	MARGARET 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BRANNAM	BETTY J 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BRAVO	MICHELLE E 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BRESIL	DIAMOND 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BRIGHT	ERIC A 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BRIGHT JR	HAROLD F 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BROOKS	QUANISHA 9POLL	\$1.0000	APPOINTED	YES 01/02/18	300
BROWN	ALWEINA 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BROWN	BEVERLY 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BROWN	SHANTA 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300
BROWN	YVONNE 9POLL	\$1.0000	APPOINTED	YES 01/01/18	300



ECONOMIC DEVELOPMENT CORPORATION

CONTRACTS

■ SOLICITATION

Goods and Services

AMAZON NYC HQ WORKFORCE PLANNING - Request for Information - PIN# 7826-00 - Due 2-20-19 at 4:00 P.M.

New York City Economic Development Corporation (NYCEDC) is seeking responses to this RFEI from interested and qualified organizations to research and propose effective and innovative ways that the City, State and Amazon could advance workforce development in NYC, especially to ensure that underrepresented populations benefit from the opportunities arising out of the development of a new corporate headquarters for Amazon.Com Inc., in Long Island City, Queens ("HQ2"). More information about the development project is available at <https://www.hq2.nyc/>.

NYCEDC plans to select a consultant on the basis of factors stated in the RFEI, which include, but are not limited to: the quality of the proposal, experience of key staff identified in the proposal and demonstrated successful experience in performing services similar to those encompassed in the RFEI.

It is the policy of NYCEDC to comply with all Federal, State and City laws and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, age, disability, marital status and other protected category and to take affirmative action in working with contracting parties to ensure certified Minority and Women-Owned Business Enterprises (MWBEs) share in the economic opportunities generated by NYCEDC's projects and initiatives. Please refer to the Equal Employment and Affirmative Compliance for Non-Construction Contracts Addendum in the RFP.

Companies who have been certified with the New York City Department of Small Business Services as Minority and Women Owned Business Enterprises ("M/WBE") are strongly encouraged to apply. To learn more about M/WBE certification and NYCEDC's M/WBE program, please visit <http://www.nycedc.com/opportunitymwdb>.

Respondents may submit questions and/or request clarifications from NYCEDC no later than 5:00 P.M., on Friday, February 1, 2019. Questions regarding the subject matter of this RFEI should be directed to WorkdevplanningRFEI@edc.nyc. For all questions that do not pertain to the subject matter of this RFEI please contact NYCEDC's Contracts Hotline at (212) 312-3969. Answers to all questions will be posted by Friday, February 8, 2019, to www.nycedc.com/RFP.

The RFEI is available for inperson pick-up between 9:30 A.M. and 4:30 P.M., Monday through Friday, from NYCEDC. Please submit three (3) sets of your proposal and one electronic copy to: NYCEDC, Attention: Maryann Catala-no, Chief Contracting Officer, Contracts.

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.
 Economic Development Corporation, 110 William Street, 4th Floor, New York, NY 10038. Maryann Catalano (212) 312-3969; Fax: (212) 312-3918; workdevplanningrfei@edc.nyc