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TABLE OF CONTENTS

PUBLIC HEARINGS AND MEETINGS

Borough President - Bronx	89
City Planning Commission	90
Community Boards	91
Board of Correction	92
Housing Authority	92
Independent Budget Office	93
Landmarks Preservation Commission	93
Transportation	93

PROPERTY DISPOSITION

Citywide Administrative Services	96
Housing Preservation and Development	97

PROCUREMENT

Administration for Children's Services	97
Aging	97
Chief Medical Examiner	97
City Planning	97
<i>Land Use and Environment Review</i>	97
Citywide Administrative Services	98
<i>Administration</i>	98
Correction	98
Design and Construction	98

Education	99
Environmental Protection	99
Finance	100
<i>Purchasing and Administration</i>	100
<i>TPS-Treasury</i>	100
Health and Mental Hygiene	100
Homeless Services	100
<i>(7330) Facilities, Maintenance and Repair</i>	100
Housing Authority	101
<i>Procurement</i>	101
Human Resources Administration	101
Law Department	101
Parks and Recreation	101
Police Department	101
Transportation	101
<i>Executive Operations / Traffic Operations</i>	102
<i>HR Facilities Management</i>	102

CONTRACT AWARD HEARINGS

Youth and Community Development	102
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SPECIAL MATERIALS

Comptroller	103
Office of Labor Relations	103
Mayor's Office of Contract Services	149
Changes in Personnel	149

THE CITY RECORD

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

BOROUGH PRESIDENT - BRONX

NOTICE

A VIRTUAL PUBLIC HEARING IS BEING CALLED by the President of the Borough of The Bronx, Honorable Vanessa Gibson. This hearing will take place on Tuesday, January 11, 2022 commencing, at 11:00 A.M. To attend please access the hearing with the information provided:



ULURP Hearing - Office of The Bronx Borough President

<https://nycbp.webex.com/nycbp/j.php?MTID=mbbeb17291d768bdcf0a134af019e911d>

Tuesday, January 11, 2022 11:00 A.M. | 1 hour | (UTC-05:00) Eastern Time (US & Canada)

Meeting number: 2335 749 4102

Password: bronx0111

Join by video system

Dial 23357494102@nycbp.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

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

+1-408-418-9388 United States Toll

Access code: 233 574 94102

The following matter will be heard:

CD #1: ULURP APPLICATION NO: C 210321 ZMX: Our Lady of Pity - 272 East 151st Street

IN THE MATTER OF an application submitted by Our Lady of Pity Apartments LLC, pursuant to Sections 197-c and 201 of the New York city Charter for an amendment of the Zoning Map, Section No. 6a, by changing from an R6 District to an R7A District property, bounded by East 151st Street, a line 220 feet southeasterly of Morris Avenue, a line midway between East 150th Street and East 151st Street, a line 270 feet southeasterly of Morris Avenue, East 150th Street, and Morris Avenue, Borough of The Bronx, Community District 1, as shown in a diagram (for illustrative purposes only) dated November 1, 2021 and subject, to the conditions of CEQR Declaration E-652.

PLEASE DIRECT ANY QUESTIONS CONCERNING THIS HEARING, TO THE OFFICE OF THE BOROUGH PRESIDENT, (718) 590-6124.

Accessibility questions: Sam Goodman (718) 590-6124, by: Tuesday, January 11, 2022, 10:00 A.M.



j4-10

CITY PLANNING COMMISSION

■ PUBLIC HEARINGS

In support of the City's continued efforts to contain the spread of COVID-19, the City Planning Commission will hold a public hearing accessible both in person and remotely.

The public hearing will be held, on Wednesday, January 19, 2022, starting, at 10:00 A.M. Eastern Daylight Time. The public hearing will be held in person in the NYC City Planning Commission Hearing Room, Lower Concourse, 120 Broadway, New York, NY. Masks are required to be worn to enter the building and during the hearing.

The meeting will be live streamed through Department of City Planning's (DCP's) website and accessible from the following webpage, which contains specific instructions on how to observe and participate remotely via the teleconferencing application Zoom, as well as materials relating, to the meeting: <https://www1.nyc.gov/site/nycengage/events/city-planning-commission-public-meeting/327124/1>.

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

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

253 215 8782 US Toll Number

213 338 8477 US Toll Number

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

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

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

BOROUGH OF BROOKLYN
Nos. 1 & 2
SUTTER AVENUE REZONING
No. 1

CD 5 **C 210031 ZMK**

IN THE MATTER OF an application submitted by Almonte Lincoln LLC, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section Nos. 17c and 18a:

- changing from an R5 District to an R6A District property, bounded by a line 90 feet northerly of Sutter Avenue, Lincoln Avenue, Sutter Avenue, and Autumn Avenue; and
- establishing within the proposed R6A District a C2-4 District, bounded by a line 90 feet northerly of Sutter Avenue, Lincoln Avenue, Sutter Avenue, and Autumn Avenue;

as shown on a diagram (for illustrative purposes only) dated October 4, 2021, and subject, to the conditions of CEQR Declaration E-633.

No. 2

CD 5 **N 210032 ZRK**

IN THE MATTER OF an application submitted by Almonte Lincoln 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 5

* * *

Map 4 – [date of adoption]

[PROPOSED MAP]



Mandatory Inclusionary Housing Area (see Section 23-154(d)(3))

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

Portion of Community District 5, Brooklyn

* * *

BOROUGH OF MANHATTAN

No. 3

WEST VILLAGE BID

CD 2

N 220217 BDM

IN THE MATTER OF an application submitted by New York City Department of Small Business Services on behalf of the West Village Business Improvement District Steering Committee, pursuant to Section 25-405(a) of Chapter 4 of Title 25 of the Administrative Code of the City of New York, as amended, concerning the establishment of the West Village Business Improvement District.

Nos. 4 & 5

NEW PROVIDENCE REDEVELOPMENT - 225 EAST 45TH STREET

No. 4

CD 6

C 220131 PSM

IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD) and the Department of Homeless Services (DHS), pursuant to Section 197-c of the New York City Charter, modifying the restriction limiting the capacity of the shelter facility located, at 215-225 East 45th Street (Block 1319, Lots 8 and 11) for use as supportive and affordable housing.

No. 5

CD 6

C 220132 HAM

IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD)

- pursuant to Article 16 of the General Municipal Law of New York State for:

- the designation of property, located, at 215-225 East 45th Street (Block 1319, Lots 8 and 11) as an Urban Development Action Area; and

- 2. an Urban Development Action Area Project for such area; and
- 2) pursuant to Section 197-c of the New York City Charter for the disposition of such property to a developer to be selected by HPD; to facilitate a development containing approximately 171 shelter beds and 130 supportive and affordable housing units.

BOROUGH OF QUEENS

No. 6

SUTPHIN BOULEVARD BID EXPANSION

CD 12 N 220224 BDQ

IN THE MATTER OF an application submitted by New York City Department of Small Business Services, pursuant to Section 25-405(a) of Chapter 4 of Title 25 of the Administrative Code of the City of New York, as amended, concerning amending of the Sutphin Boulevard Business Improvement District.

Nos. 7 & 8

98-81 QUEENS BOULEVARD REZONING

No. 7

CD 6 C 210161 ZMQ

IN THE MATTER OF an application submitted by Trylon LLC, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 14a:

- 1. eliminating from within an existing R7-1 District a C1-2 District, bounded by 66th Avenue, 99th Street, 66th Road and Queens Boulevard;
- 2. changing from an R7-1 District to an R8X District property, bounded by 66th Avenue, 99th Street, 66th Road and Queens Boulevard; and
- 3. establishing within the proposed R8X District a C2-4 District, bounded by 66th Avenue, 99th Street, 66th Road and Queens Boulevard;

as shown on a diagram (for illustrative purposes only) dated October 4, 2021, and subject, to the conditions of CEQR Declaration E-634.

No. 8

CD 6 N 210162 ZRQ

IN THE MATTER OF an application submitted by Trylon, 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 an Mandatory Inclusionary Housing area.

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

* * *

APPENDIX F

Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas

* * *

QUEENS

* * *

Queens Community District 6

* * *

Map 4 – [date of adoption]



█ Mandatory Inclusionary Housing Program Area see Section 23-154(d)(3)
Area # — [date of adoption] — MIH Program Option 1 and Option 2

Portion of Community District 6, Queens

* * *

No. 9

97-77 QUEENS BLVD DPR OFFICE SPACE ACQUISITION

CD 6 N 220160 PXQ

IN THE MATTER OF a Notice of Intent to acquire office space submitted by the Department of Citywide Administrative Services and the Department of Parks and Recreation, pursuant to Section 195 of the New York City Charter for use of property, located, at 97-77 Queens Boulevard (Block 2092, Lot 1) (Department of Parks and Recreation offices).

BOROUGH OF THE BRONX

No. 10

NYPD OFFICE SPACE 27 CLIFF STREET

CD 1 N 220153 PXM

IN THE MATTER OF a Notice of Intent to acquire office space submitted by the Department of Citywide Administrative Services and the New York City Police Department, pursuant to Section 195 of the New York City Charter for use of property, located, at 27 Cliff Street (Block 76, Lot 7) for offices and 80 John Street (Block 68, Condominium Lot 1003) for accessory parking (New York Police Department).

Edwin Marshall, Calendar Officer
City Planning Commission
120 Broadway, 31st Floor, New York, N.Y. 10271
Telephone (212) 720-3560

Accessibility questions: (212) 720-3508, AccessibilityInfo@planning.nyc.gov, by: Friday, January 14, 2022, 5:00 P.M.



j4-19

COMMUNITY BOARDS

■ PUBLIC HEARINGS

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

BOROUGH OF BROOKLYN

COMMUNITY BOARD NO.1 – Tuesday, January 11, 2022, at 6:00 P.M., Community Board #1 Public Hearing, via WEBEX (While we cannot meet in person, we will be meeting virtually. Below are options for you to connect.) All persons who wish to speak or submit testimony, MUST SIGN UP PRIOR to the meeting by 2:00 P.M. NOTE --- All persons who wish to speak during the meeting --- Please see form: <https://www1.nyc.gov/site/brooklynclb1/meetings/speaker-request-form.page>

Meeting Link:

<https://nycwb.webex.com/nycwb/onstage/g.php?MTID=e612f6401bfc6b617d3afa75563a41bf8>

Meeting Number: 2341 196 7133

Meeting Password: ErjJPr263

Join by phone : 1-646-992-2010 (NYC)

Access Code: 2341 196 7133

PRESENTATION: City Planning (C 210299 ZMK, 210300ZRK) 840 Lorimer Street, Brooklyn, NY 11222 - The Project Area consists of the southern most tax lots of tax block 2679, bounded by Driggs Avenue to the south, Lorimer Street to the west and Manhattan Avenue to the east. The lots in the Project Area are lots 32, 34, 42 and 43. Lot 43 is the Development Site. (Applicant/Presenter: Mr. Richard Lobel, Sheldon Lobel PC and Ms. Amanda Iannotti, Sheldon Lobel PC) **IN THE MATTER OF an application submitted by Zucker Enterprises, LLC, pursuant to Sections 197-c and 201 of the New York City Charter for the amendment of the Zoning Map, Section No. 13a;**

- 1) eliminating from within an existing R6A District a C2-4 District bounded by a line perpendicular to the northeasterly street line of Lorimer Street distant 135 feet northwesterly (a measured along the street line) from the point of intersection of the northeasterly street line of Lorimer Street and the northwesterly street line of Driggs Avenue, Manhattan Avenue, Driggs Avenue, and a line midway between Lorimer Street and Manhattan Avenue;
- 2) eliminating a Special Mixed Use District (MX-8) bounded by a line perpendicular to the northeasterly street line of Lorimer Street distant 135 feet northwesterly (a measured along the street line) from the point of intersection of the northeasterly street line of Lorimer Street and the northwesterly street line of Driggs Avenue, a line midway between Lorimer Street and Manhattan Avenue, Driggs Avenue, and Lorimer Street;
- 3) changing from an R6A District to a C4-5D District property bounded by a line perpendicular to the northeasterly street line of Lorimer Street distant 135 feet northwesterly (a measured along the street line) from the point of intersection of the northeasterly street line of Lorimer Street and the northwesterly street line of Driggs Avenue, Manhattan Avenue, Driggs Avenue, and a line midway between Lorimer Street and Manhattan Avenue; and
- 4) changing from an M1-2/R6 District to a C4-5D District property bounded by a line perpendicular to the northeasterly street line of Lorimer Street distant 135 feet northwesterly (a measured along the street line) from the point of intersection of the northeasterly street line of Lorimer Street and the northwesterly street line of Driggs Avenue, a line midway between Lorimer Street and Manhattan Avenue, Driggs Avenue, and Lorimer Street; as shown on a diagram (for illustrative purposes only), dated November 29, 2021, and subject to the conditions of CEQR Declaration E-650.

Accessibility questions: CB#1, (718) 389-0009, bk01@cb.nyc.gov, by: Monday, January 3, 2022, 2:00 P.M.



j3-11

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

BOROUGH OF BROOKLYN

COMMUNITY BOARD NO. 18 - Wednesday, January 19, 2022, 7:00 P.M., Board Office Meeting Room, 1097 Bergen Avenue and via WebEx for participants who wish to participate online.

BSA Cal. No. #337-90-BZ – Premises affected – 1415 East 92 Street, Block 8238, Lot 9. A Public Hearing on an Application filed, pursuant to Section 11-411 of the Zoning Resolution of the City of New York, as amended, to request an extension of the term of the variance previously granted, which expires on June 2, 2022, for a term of ten (10) years, that allows the continued operation of an automotive service repair station, and on-site parking for cars waiting to be serviced at the Premises.

Please Note:

The allowable occupancy for the Board Office Meeting Room (e.g. 70 members of the public will be permitted in the room). All meeting attendees will be required to practice physical distancing and all attendees over the age of two who are medically able to tolerate a face covering will be required to wear a face covering, regardless of vaccination status. Videoconferencing information for those who wish to participate online, is as follows:

REGULAR MONTHLY BOARD MEETING –
January 19, 2022, 7:00 P.M.

Event address for Attendees:

<https://nycwb.webex.com/nycwb/onstage/g.php?MTID=ed366f06cbd14972cf709a87c67694a3c>

Date and time: Wednesday, January 19, 2022, 7:00 P.M. Eastern Standard Time (New York, GMT-05:00)

Duration: 2 hours

Event number: 2349 892 8628

Event password: fkFD3HJxC32

Video Address: 23498928628@webex.com

You can also dial 173.243.2.68 and enter your meeting number.

United States Toll+1-408-418-9388 Show all global call-in numbers

Access code: 2349 892 8628

Health and Safety Statement:

Please do not attend this meeting if:

- You have experienced any symptoms of COVID-19 within the past 10 days (a fever of 100.0 degrees Fahrenheit or greater, a new cough, new loss of taste or smell, or shortness of breath).
- You have tested positive for COVID-19 within the past 10 days.
- You have been in close contact (within 6 feet for at least 10 minutes over a 24-hour period) with anyone while they had COVID-19 within the past 10 days and are required to quarantine under existing CDC guidance (you have not had COVID-19 within the past 3 months, and you are not fully vaccinated).

◀ j6-19

NOTICE IS HEREBY GIVEN that the following matter has been scheduled for a virtual public hearing by community board:

BOROUGH OF THE BRONX

COMMUNITY BOARD NO. 3 – Tuesday, January 11, 2022, at 6:00 P.M., via CISCOS Webex Teleconference,

<https://nycwb.webex.com/nycwb/j.php?MTID=m0268837761e31c8330d7e7d579c597fd-646-992-2010>,

ACCESS CODE 234 051 91809; Password: pkVkFF6ai47

A Public Hearing on 54 Single Adult Stabilization Beds at 963 Prospect Avenue - Service Provider is Acacia

j4-11

BOARD OF CORRECTION

■ NOTICE

The New York City Board of Correction will hold a public meeting on Tuesday, January 11, 2022, at 9:00 A.M. The Board will discuss issues impacting the New York City jail system. This meeting will be held remotely.

More information is available on the Board's website.

j5-11

HOUSING AUTHORITY

■ MEETING

Because of the on-going COVID-19 health crisis and in relation to Chapter 417 of the Laws of 2021, the Board Meeting of the New York City Housing Authority, scheduled for Wednesday, January 26, 2022, at 10:00 A.M., will be limited to viewing the live-stream or listening via phone instead of attendance in person.

For public access, the meeting will be streamed live on NYCHA's YouTube Channel, <http://nyc.gov/nycha>, and NYCHA Website, <https://www1.nyc.gov/site/nycha/about/board-meetings.page>, or can be accessed via Zoom, by calling (646) 558-8656 using Webinar ID: 862 5078 6041 and Passcode: 7368587680.

For those wishing to provide public comment, pre-registration is required via email, to corporate.secretary@nychanyc.gov, or by contacting (212) 306-6088, no later than 5:00 P.M., on the day prior to the Board Meeting. When pre-registering, please provide your name, development, or organization name, contact information and item you wish to comment on. You will then be contacted with instructions for providing comment. Comments are limited to the items on the Calendar.

Speaking time will be limited to three (3) minutes. Speakers will provide comment in the order in which the requests to comment are received. The public comment period will conclude upon all speakers being heard or at the expiration of thirty (30) minutes allotted for public comment, whichever occurs first.

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

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

Any person requiring a reasonable accommodation in order to participate in the Board Meeting, should contact the Office of the Corporate Secretary, by phone, at (212) 306-6088, or by email, at corporate.secretary@nycha.nyc.gov, no later than January 12, 2022, at 5:00 P.M.

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

◀ j6-26

INDEPENDENT BUDGET OFFICE

■ PUBLIC HEARINGS

The NYC Independent Budget Office, will hold an Advisory Board Meeting on Thursday, January 6, 2022, beginning at 8:30 A.M. This meeting will be held via Zoom. For log on information, please email iboenews@ibo.nyc.ny.us, by 8:00 A.M. 1/6/2022.

Accessibility questions: Lisa Neary, lisan@ibo.nyc.ny.us, by: Wednesday, January 5, 2022, 5:00 P.M.



d14-j6

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 11, 2022, the Landmarks Preservation Commission (LPC or Preservation Commission (LPC or agency), will hold a public hearing by teleconference, with respect to the properties list below, and then followed by a public meeting.

The final order and estimated times for each application will be posted on the Landmarks Preservation Commission website, the Friday before the hearing. Please note that the order and estimated times are subject to change. The teleconference will be by the Zoom app and will be live streamed on the LPC's YouTube channel, www.youtube.com/nyclpc. Members of the public should observe the meeting on the YouTube channel and may testify on particular matters by joining the meeting using either the Zoom app or by calling in from any phone. Specific instructions on how to observe and testify, including the meeting ID and password, and the call-in number, will be posted on the agency's website, under the "Hearings" tab, <https://www1.nyc.gov/site/lpc/hearings/hearings.page>, on the Monday before the public hearing. Any person requiring language assistance services or other reasonable accommodation in order to participate in the hearing or attend the meeting, should contact the LPC, by contacting Sasha Sealey, Community and Intergovernmental Affairs, at ssealey@lpc.nyc.gov, at least five (5) business days before the hearing or meeting. Please note: Due to the City's response to COVID-19, this public hearing and meeting is subject to change and/or cancellation.

403 Pacific Street - Boerum Hill Historic District
LPC-22-04819 - Block 184 - Lot 7502 - **Zoning:** R6B
CERTIFICATE OF APPROPRIATENESS

A modified Italianate style rowhouse, designed by John Doherty & Michael Murray and built in 1850-1855. Application is to construct a rear yard addition and alter the rear façade.

204 Washington Park - Fort Greene Historic District
LPC-22-04314 - Block 2089 - Lot 6 - **Zoning:** R6B
CERTIFICATE OF APPROPRIATENESS

An Italianate style rowhouse, built c. 1870. Application is to remove a bay window and alter the rear extension and rear façade.

37-02 82nd Street - Jackson Heights Historic District
LPC-21-02429 - Block 1292 - Lot 6 - **Zoning:** C4-3
CERTIFICATE OF APPROPRIATENESS

A Neo-Tudor style commercial building, designed by Morrell Smith and built in 1928-29. Application is to install a barrier-free access

5 Crosby Street - SoHo-Cast Iron Historic District Extension
LPC-22-04305 - Block 233 - Lot 30 - **Zoning:** M1-5B
CERTIFICATE OF APPROPRIATENESS

A Neo-Grec style warehouse building, designed by Detlef Lienau and built in 1864-65. Application is to establish a Master Plan governing the future installation of painted wall signs.

114 Waverly Place - Greenwich Village Historic District
LPC-22-05386 - Block 552 - Lot 51 - **Zoning:** R7-2
CERTIFICATE OF APPROPRIATENESS

A rowhouse originally built in 1826 and altered in the French Art Nouveau style by William Sanger in 1920. Application is to paint the façade.

165 Waverly Place - Greenwich Village Historic District
LPC-22-04850 - Block 593 - Lot 51 - **Zoning:** R6
CERTIFICATE OF APPROPRIATENESS

A vernacular style dispensary building, built in 1831, and altered in 1854. Application is to install a barrier-free access lift and reconstruct and modify the stoop.

315 Central Park West - Upper West Side/Central Park West Historic District
LPC-21-08769 - Block 1205 - Lot 29 - **Zoning:** R10A
CERTIFICATE OF APPROPRIATENESS

A Neo-Renaissance style apartment building, designed by Schwartz & Gross and built in 1911-12. Application is to install banner signs.

23 West 83rd Street - Upper West Side/Central Park West Historic District
LPC-22-03260 - Block 1197 - Lot 119 - **Zoning:** R8B
CERTIFICATE OF APPROPRIATENESS

A Romanesque Revival style rowhouse, designed by Charles H. Lindsley and built in 1891-92. Application is to replace a window.

256 West 88th Street - Riverside - West End Historic District
LPC-22-01831 - Block 1235 - Lot 156 - **Zoning:** R10A
CERTIFICATE OF APPROPRIATENESS

A Renaissance Revival style rowhouse, designed by Nelson M. Whipple and built in 1884, and altered by C. Jackson in 1911. Application is to construct rooftop and rear yard additions.

173-175 Riverside Drive - Riverside - West End Historic District
LPC-22-03297 - Block 1250 - Lot 67 - **Zoning:** R10A; R8
CERTIFICATE OF APPROPRIATENESS

A Neo-Renaissance style apartment building, designed by J.E.R. Carpenter and built in 1925-26. Application is to reconstruct and modify the rooftop parapet and balustrade.

980 Park Avenue - Park Avenue Historic District
LPC-22-04473 - Block 1495 - Lot 132 - **Zoning:** R10
CERTIFICATE OF APPROPRIATENESS

A Second Empire/Gothic Revival style church parish hall and rectory, designed by Patrick Charles Keely and built in 1881-1883. Application is to install a canopy.

Jumel Terrace; West 162nd Street - Jumel Terrace Historic District
LPC-22-05047 - Block - Lot - **Zoning:** R7-2
BINDING REPORT

Two sites, located on concrete sidewalks within the historic district. Application is to install historical marker signs.

d28-j11

TRANSPORTATION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, pursuant to law, that the following proposed revocable consents, have been scheduled for a public hearing by the New York City Department of Transportation. The hearing will be held remotely commencing on Thursday, January 20, 2022 at 2:00 P.M., via the WebEx platform and in person, on the following petitions for revocable consent.

WebEx:
Meeting Number (access code): 2630 044 0643
Meeting Password: F2RsnQ4xzm5

The hearing will be held in person at 55 Water Street, BID ROOM, in the Borough of Manhattan. Masks are

required to be worn to enter the building and during the hearing. If you or a representative are planning to attend in person, please complete the health screening available at [dotcovidvisitorscreening.info](https://www.nyc.gov/dotcovidvisitorscreening.info). If you do not have internet access, conduct a self-screening using the information below:

Please do not attend this meeting if:

- You have experience any symptoms of COVID-19 within the past 10 days (a fever of 100.0 degrees Fahrenheit or greater, a new cough, new loss of taste or smell, or shortness of breath).
- You have tested positive for COVID-19 within the past 10 days.
- You have been in close contact (within 6 feet for at least 10 minutes over a 24-hour period) with anyone while they had COVID-19 within the past 10 days, and are required to quarantine under existing CDC guidance (you have not had COVID-19 within the past 3 months, and you are not fully vaccinated).

#1 IN THE MATTER OF a proposed revocable consent authorizing 224 Shur LLC to construct, maintain and use a vault under the roadway beyond the south curb line of West 57th Street between Broadway and 7th Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 2559**

From the Approval Date by the Mayor to June 30, 2022 - \$27,430/ per annum.

For the period July 1, 2022 to June 30, 2023 - \$27,877
 For the period July 1, 2023 to June 30, 2024 - \$28,324
 For the period July 1, 2024 to June 30, 2025 - \$28,771
 For the period July 1, 2025 to June 30, 2026 - \$29,218
 For the period July 1, 2026 to June 30, 2027 - \$29,665
 For the period July 1, 2027 to June 30, 2028 - \$30,112
 For the period July 1, 2028 to June 30, 2029 - \$30,559
 For the period July 1, 2029 to June 30, 2030 - \$31,006
 For the period July 1, 2030 to June 30, 2031 - \$31,453
 For the period July 1, 2031 to June 30, 2032 - \$31,900

With the maintenance of a security deposit in the sum of \$32,000 the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#2 IN THE MATTER OF a proposed revocable consent authorizing BOP NW LLC, to construct, maintain and use Five (5) security bollards on the south sidewalk of West 33rd Street, between Ninth Avenue and Tenth Avenue, in front of the property located at 442 West 33rd Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 2508**

There shall be no compensation required for this Consent in accordance with Title 34 Section 7-04(a)(33) of the Rules of the City of New York.

With the maintenance of a security deposit in the sum of \$10,000 the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#3 IN THE MATTER OF a proposed revocable consent authorizing BOP SE LLC, to construct, maintain and use 49 security bollards on the north sidewalk of West 31st Street, between Ninth Avenue and Tenth Avenue, in front of the property located at 401 West 31st Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 2505**

There shall be no compensation required for this Consent in accordance with Title 34 Section 7-04(a)(33) of the Rules of the City of New York.

With the maintenance of a security deposit in the sum of \$50,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations

#4 IN THE MATTER OF a proposed revocable consent authorizing New York Society for the Relief of the Ruptured and Crippled,

Maintaining the Hospital for Special Surgery, to continue to maintain and use a conduit under and across East 71st Street, west of Franklin D. Roosevelt Drive, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2020 to June 30, 2030 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 603**

For the period July 1, 2020 to June 30, 2021 - \$5,819/per annum

For the period July 1, 2021 to June 30, 2022 - \$5,913
 For the period July 1, 2022 to June 30, 2023 - \$6,007
 For the period July 1, 2023 to June 30, 2024 - \$6,101
 For the period July 1, 2024 to June 30, 2025 - \$6,195
 For the period July 1, 2025 to June 30, 2026 - \$6,289
 For the period July 1, 2026 to June 30, 2027 - \$6,383
 For the period July 1, 2027 to June 30, 2028 - \$6,477
 For the period July 1, 2028 to June 30, 2029 - \$6,571
 For the period July 1, 2029 to June 30, 2030 - \$6,665

With the maintenance of a security deposit in the sum of \$6,700 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#5 IN THE MATTER OF a proposed revocable consent authorizing The Future Condominium Association, to continue to maintain and use bollards on the east sidewalk of Third Avenue, between East 31st and East 32nd Streets, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2018 to June 30, 2028 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 1560**

For the period July 1, 2018 to June 30, 2028 - \$1,375/per annum

With the maintenance of a security deposit in the sum of \$1,300 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations

#6 IN THE MATTER OF a proposed revocable consent authorizing 230 16th Street Condominium, to continue to maintain and use planted areas on the south sidewalk of 16th Street, west of Sixth Avenue, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from July 1, 2018 to June 30, 2028 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 2046**

For the period July 1, 2021 to June 30, 2022 - \$89/per annum

With the maintenance of a security deposit in the sum of \$1,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations

#7 IN THE MATTER OF a proposed revocable consent authorizing Beth Israel Medical Center, to continue to maintain and use the vaults under the south sidewalk of East 17th Street east of Nathan D. Perlman Place, and under the east sidewalk of Nathan D. Perlman Place south of East 17th Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2019 to June 30, 2029 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 1712**

For the period July 1, 2019 to June 30, 2020 - \$28,470
 For the period July 1, 2020 to June 30, 2021 - \$28,904
 For the period July 1, 2021 to June 30, 2022 - \$29,338
 For the period July 1, 2022 to June 30, 2023 - \$29,772
 For the period July 1, 2023 to June 30, 2024 - \$30,206
 For the period July 1, 2024 to June 30, 2025 - \$30,640
 For the period July 1, 2025 to June 30, 2026 - \$31,074
 For the period July 1, 2026 to June 30, 2027 - \$31,508
 For the period July 1, 2027 to June 30, 2028 - \$31,942
 For the period July 1, 2028 to June 30, 2029 - \$32,376

With the maintenance of a security deposit in the sum of \$32,400 the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#8 IN THE MATTER OF a proposed revocable consent authorizing Diann Uma Devi Beharry and Devindra Narine, to construct, maintain and use a walled-in area with gates and planters on the west sidewalk of 130th Street, between Old South Road and 150th Avenue, in the Borough of Queens. The proposed revocable consent is for a term of ten

years from the Approval by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 2549**

From the date of the final approval by the Mayor to June 30, 2031 - \$100/per annum.

With the maintenance of a security deposit in the sum of \$15,450 the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#9 IN THE MATTER OF a proposed revocable consent authorizing Hudson Transmission Partners LLC, to continue to maintain and use a 345kw cable system under and across Pier 94, under, across and along West 52nd Street, and under and along Twelfth Avenue, to Consolidated Edison Company of New York, Inc.'s 49th Street Substation, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2021 to June 30, 2031 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 2146**

For the period July 1, 2021 to June 30, 2022 - \$ 111,639
 For the period July 1, 2022 to June 30, 2023 - \$ 113,427
 For the period July 1, 2023 to June 30, 2024 - \$ 115,215
 For the period July 1, 2024 to June 30, 2025 - \$ 117,003
 For the period July 1, 2025 to June 30, 2026 - \$ 118,791
 For the period July 1, 2026 to June 30, 2027 - \$ 120,579
 For the period July 1, 2027 to June 30, 2028 - \$ 122,367
 For the period July 1, 2028 to June 30, 2029 - \$ 124,155
 For the period July 1, 2029 to June 30, 2030 - \$ 125,943
 For the period July 1, 2030 to June 30, 2031 - \$ 127,731

With the maintenance of a security deposit in the sum of \$127,700 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#10 IN THE MATTER OF a proposed revocable consent authorizing Iris Foundation, to continue to maintain and use a conduit under and along West 86th Street, between Central Park West and Columbus Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2020 to June 30, 2030 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 1733**

For the period July 1, 2020 to June 30, 2021 - \$ 9,129
 For the period July 1, 2021 to June 30, 2022 - \$ 9,274
 For the period July 1, 2022 to June 30, 2023 - \$ 9,418
 For the period July 1, 2023 to June 30, 2024 - \$ 9,563
 For the period July 1, 2024 to June 30, 2025 - \$ 9,708
 For the period July 1, 2025 to June 30, 2026 - \$ 9,853
 For the period July 1, 2026 to June 30, 2027 - \$ 9,998
 For the period July 1, 2027 to June 30, 2028 - \$10,143
 For the period July 1, 2028 to June 30, 2029 - \$10,287
 For the period July 1, 2029 to June 30, 2030 - \$10,432

With the maintenance of a security deposit in the sum of \$10,400 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#11 IN THE MATTER OF a proposed revocable consent authorizing Katz-Auerbacher Corp., to construct, maintain and use a ramp on the west sidewalk of Hudson Street, between Horatio Street and Gansevoort Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 2542**

From the date of the final approval by the Mayor to June 30, 2031 - \$25/per annum.

With the maintenance of a security deposit in the sum of \$3,700 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#12 IN THE MATTER OF a proposed revocable consent authorizing Packer Brown LLC, to construct, maintain and use a fenced-in area, including steps, planters and trash enclosure on the north sidewalk of West 11th Street, between West 4th Street and Bleecker Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the Approval Date by the Mayor and provides among

other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 2541**

From the date of the final approval by the Mayor to June 30, 2031 - \$25/per annum.

With the maintenance of a security deposit in the sum of \$5,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#13 IN THE MATTER OF a proposed revocable consent authorizing St. George Theater Restoration, Inc., to construct, maintain and use an accessibility ramp with steps and a drainage channel on the north sidewalk of Hyatt Street east of St. Marks Place, in the Borough of Staten Island. The proposed revocable consent is for a term of ten years from the Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 2547**

From the Approval Date by the Mayor to June 30, 2022 - \$1,525/per annum

For the period July 1, 2022 to June 30, 2023 - \$1,549
 For the period July 1, 2023 to June 30, 2024 - \$1,573
 For the period July 1, 2024 to June 30, 2025 - \$1,597
 For the period July 1, 2025 to June 30, 2026 - \$1,621
 For the period July 1, 2026 to June 30, 2027 - \$1,645
 For the period July 1, 2027 to June 30, 2028 - \$1,669
 For the period July 1, 2028 to June 30, 2029 - \$1,693
 For the period July 1, 2029 to June 30, 2030 - \$1,717
 For the period July 1, 2030 to June 30, 2031 - \$1,741
 For the period July 1, 2031 to June 30, 2032 - \$1,765

With the maintenance of a security deposit in the sum of \$20,500 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#14 IN THE MATTER OF a proposed revocable consent authorizing The Lincoln Square Condominium, to continue to maintain and use tree pit light receptacles, together with electrical conduits, in the north sidewalk of West 67th Street, in the south sidewalk of West 68th Street, between Broadway and Columbus Avenue, and in the west sidewalk of Columbus Avenue, between West 67th and West 68th Streets, and an overhead building projection on the west side of Columbus Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2017 to June 30, 2027 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 1565**

For the period July 1, 2021 to June 30, 2022 - \$17,356
 For the period July 1, 2022 to June 30, 2023 - \$17,661
 For the period July 1, 2023 to June 30, 2024 - \$17,966
 For the period July 1, 2024 to June 30, 2025 - \$18,271
 For the period July 1, 2025 to June 30, 2026 - \$18,576
 For the period July 1, 2026 to June 30, 2027 - \$18,881
 For the period July 1, 2027 to June 30, 2028 - \$19,186
 For the period July 1, 2028 to June 30, 2029 - \$19,491
 For the period July 1, 2029 to June 30, 2030 - \$19,796
 For the period July 1, 2030 to June 30, 2031 - \$20,101

With the maintenance of a security deposit in the sum of \$20,100 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#15 IN THE MATTER OF a proposed revocable consent authorizing 20-30 Hudson Yards Condominium, acting by and through The Board of Managers of the 20-30 Hudson Yards Condominium, has petitioned for consent to construct, maintain and use 133 security bollards in front of 500 West 33rd Street, along West 33rd Street and along 10th Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 2467**

There shall be no compensation required for this consent in accordance with Title 34 Section 7-04(a) (33) of the Rules of the City of New York.

With the maintenance of a security deposit in the sum of \$83,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#16 IN THE MATTER OF a proposed revocable consent authorizing 125 Broad Condominium, to continue to maintain and use a conduit and pipes under and across Broad Street, north of South Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2020 to June 30, 2030 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 981**

- For the period July 1, 2020 to June 30, 2021 - \$18,335
- For the period July 1, 2021 to June 30, 2022 - \$18,631
- For the period July 1, 2022 to June 30, 2023 - \$18,927
- For the period July 1, 2023 to June 30, 2024 - \$19,223
- For the period July 1, 2024 to June 30, 2025 - \$19,519
- For the period July 1, 2025 to June 30, 2026 - \$19,815
- For the period July 1, 2026 to June 30, 2027 - \$20,111
- For the period July 1, 2027 to June 30, 2028 - \$20,407
- For the period July 1, 2028 to June 30, 2029 - \$20,703
- For the period July 1, 2029 to June 30, 2030 - \$20,999

With the maintenance of a security deposit in the sum of \$20,100 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#17 IN THE MATTER OF a proposed revocable consent authorizing 1301 Properties Owner LP, RXR 1285 Owner LLC, RXR 1285 Owner all LLC and C&K 1285 Owner LLC, to continue to maintain and use a pedestrian tunnel under and across West 52nd Street, west of Avenue of the Americas, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 18, 2018 to June 30, 2028 and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 883B**

- For the period July 1, 2018 to June 30, 2019 - \$213,840
- For the period July 1, 2019 to June 30, 2020 - \$217,259
- For the period July 1, 2020 to June 30, 2021 - \$220,678
- For the period July 1, 2021 to June 30, 2022 - \$224,097
- For the period July 1, 2022 to June 30, 2023 - \$227,516
- For the period July 1, 2023 to June 30, 2024 - \$230,935
- For the period July 1, 2024 to June 30, 2025 - \$234,354
- For the period July 1, 2025 to June 30, 2026 - \$237,773
- For the period July 1, 2026 to June 30, 2027 - \$241,192
- For the period July 1, 2027 to June 30, 2028 - \$244,611

With the maintenance of a security deposit in the sum of \$244,700 and the insurance shall be in the amount of Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Five Million Dollars (\$5,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#18 IN THE MATTER OF a proposed revocable consent authorizing Levanic, Inc., to construct, maintain and use steps with railing on the south sidewalk of 3rd Street, west of 3rd Avenue, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from the Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 2550**

From the Approval Date by the Mayor to June 30, 2022 -\$3,000/ per annum

- For the period July 1, 2022 to June 30, 2023 - \$3,049
- For the period July 1, 2023 to June 30, 2024 - \$3,098
- For the period July 1, 2024 to June 30, 2025 - \$3,147
- For the period July 1, 2025 to June 30, 2026 - \$3,196
- For the period July 1, 2026 to June 30, 2027 - \$3,245
- For the period July 1, 2027 to June 30, 2028 - \$3,294
- For the period July 1, 2028 to June 30, 2029 - \$3,343
- For the period July 1, 2029 to June 30, 2030 - \$3,392
- For the period July 1, 2030 to June 30, 2031 - \$3,441
- For the period July 1, 2031 to June 30, 2032 - \$3,490

With the maintenance of a security deposit in the sum of \$25,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#19 IN THE MATTER OF a proposed revocable consent authorizing One Vanderbilt Owner LLC, to construct, maintain and use 162 security bollards along the south sidewalk of East 43rd Street, the east sidewalk of Madison Avenue, and the north sidewalk of East 42nd Street, in front of 10 Vanderbilt Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 2517**

There shall be no compensation required for this Consent in accordance with Title 34 Section 7-04(a) (33) of the Rules of the City of New York.

With the maintenance of a security deposit in the sum of \$143,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#20 IN THE MATTER OF a proposed modification to a revocable consent authorizing 33 Ninth Retail Owner LLC, to construct, maintain and use an ADA lift and metal stairs and platforms on the north sidewalk of West 13th Street, west of Ninth Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 1954**

For the period July 1, 2021 to June 30, 2022 -\$7,248/per annum (prorated from the date of Approval by the Mayor)

- For the period July 1, 2022 to June 30, 2023 - \$ 7,366
- For the period July 1, 2023 to June 30, 2024 - \$ 7,484
- For the period July 1, 2024 to June 30, 2025 - \$ 7,602
- For the period July 1, 2025 to June 30, 2026 - \$ 7,720
- For the period July 1, 2026 to June 30, 2027 - \$ 7,838
- For the period July 1, 2027 to June 30, 2028 - \$ 7,956

With the maintenance of a security deposit in the sum of \$7,000 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

#21 IN THE MATTER OF a proposed revocable consent authorizing New York University, to construct, maintain and use light poles and underground conduit on the south sidewalk of Bleecker Street, between LaGuardia Place and Mercer Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the Approval Date by the Mayor and provides among other terms and conditions for compensation payable to the City according to the following schedule: **R.P. # 2535**

From the Approval Date by the Mayor to June 30, 2021 -\$1,654/ per annum

- For the period July 1, 2021 to June 30, 2022 - \$1,674
- For the period July 1, 2022 to June 30, 2023 - \$1,693
- For the period July 1, 2023 to June 30, 2024 - \$1,712
- For the period July 1, 2024 to June 30, 2025 - \$1,731
- For the period July 1, 2025 to June 30, 2026 - \$1,750
- For the period July 1, 2026 to June 30, 2027 - \$1,769
- For the period July 1, 2027 to June 30, 2028 - \$1,788
- For the period July 1, 2028 to June 30, 2029 - \$1,807
- For the period July 1, 2029 to June 30, 2030 - \$1,826
- For the period July 1, 2030 to June 30, 2031 - \$1,845

With the maintenance of a security deposit in the sum of \$6,500 and the insurance shall be in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) for personal and advertising injury, Two Million Dollars (\$2,000,000) aggregate, and Two Million Dollars (\$2,000,000) products/completed operations.

d29-j20

PROPERTY DISPOSITION

CITYWIDE ADMINISTRATIVE SERVICES

■ SALE

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

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

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

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

f23-a4

HOUSING PRESERVATION AND DEVELOPMENT

■ PUBLIC HEARINGS

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

j5-d30

PROCUREMENT

“Compete To Win” More Contracts!

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

- Win More Contracts, at nyc.gov/competetowin

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

HHS ACCELERATOR PREQUALIFICATION

To respond to human services Requests for Proposals (RFPs), in accordance with Section 3-16 of the Procurement Policy Board Rules of the City of New York (“PPB Rules”), vendors must first complete and submit an electronic HHS Accelerator Prequalification Application using the City’s PASSPort system. The PASSPort system is a web-based system maintained by the City of New York for use by its Mayoral Agencies to manage procurement. Important business information collected in the Prequalification Application is required every three years. Documents related to annual corporate filings must be submitted on an annual basis to remain eligible to compete. Prequalification applications will be reviewed to validate compliance with corporate filings and organizational capacity. Approved organizations will be eligible to compete and would submit electronic proposals through the PASSPort system. The PASSPort Public Portal, which lists all RFPs, including HHS RFPs that require HHS Accelerator Prequalification, may be viewed, at https://passport.cityofnewyork.us/page.aspx/en/rfp/request_browse_public. All current and prospective vendors should frequently review information listed on roadmap to take full advantage of upcoming opportunities for funding. For additional information about HHS Accelerator Prequalification and PASSPort, including background materials, user guides and video tutorials, please visit <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>.

ADMINISTRATION FOR CHILDREN’S SERVICES

■ AWARD

Human Services/Client Services

COMMUNITY PARTNERSHIP PROGRAM (CPP) - Renewal - PIN# 06819P8212KXLR001 - AMT: \$1,050,000.00 - TO: Little Flower

Children’s & Family Services of New, 2450 North Wading River Road, Wading River, NY 11792-1402.

Community Partnership Program Renewal Contract.

☛ j6

AGING

■ AWARD

Human Services/Client Services

PROVIDE OLDER ADULT CENTER SERVICES - Competitive Sealed Proposals/Pre-Qualified List - PIN# 12521P0019042 - AMT: \$2,320,456.00 - TO: Stanley M Isaacs Neighborhood Center Inc, 415 East 93rd Street, New York, NY 10128.

DFTA ID: C76

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

☛ j6

PROVIDE OLDER ADULT CENTER SERVICES - Competitive Sealed Proposals/Pre-Qualified List - PIN# 12521P0019103 - AMT: \$1,841,400.00 - TO: Rochdale Village Social Services Inc, 169-65 137th Avenue, Jamaica, NY 11434.

DFTA ID: C63

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

☛ j6

PROVIDE NORC SERVICES TO OLDER ADULTS - Competitive Sealed Proposals/Pre-Qualified List - PIN# 12521P0019036 - AMT: \$1,307,108.00 - TO: Stanley M Isaacs Neighborhood Center Inc, 415 East 93rd Street, New York, NY 10128.

DFTA ID: N65

Naturally Occurring Retirement Communities (NORCs), provide an outlet aimed at socialization for community-dwelling older adults and prevent them from being isolated and disenfranchised. Residents engage in various programs to receive case management or assistance for help with social services, speak with a healthcare professional on issues of concern, participate in health and wellness activities, learn ways to better manage chronic health conditions, and to enjoy an educational or recreational afternoon with neighbors.

☛ j6

CHIEF MEDICAL EXAMINER

■ AWARD

Services (other than human services)

STAR INSTRUMENT B656 & B657 MAINTENANCE & REPAIR SERVICES - Renewal - PIN# 81621X8002KXLR001 - AMT: \$229,346.00 - TO: Hamilton Company, PO Box 10030, Reno, NV 89520.

3 year renewal.

☛ j6

CITY PLANNING

LAND USE AND ENVIRONMENT REVIEW

■ INTENT TO AWARD

Services (other than human services)

MICROFILMS SCANNING - Required/Authorized Source - PIN# 03022M0002 - Due 1-14-22 at 5:00 A.M.

Convert rolls of microfilm to electronic format.

j5-12

CITYWIDE ADMINISTRATIVE SERVICES

■ AWARD

Services (other than human services)

TECHNOLOGY SKILLS TRAINING RENEWAL - Renewal - PIN# 85622X8001KXLR001 - AMT: \$1,575,000.00 - TO: United Training Commercial LLC, 707 Landa Street, New Braunfels, TX 78130.

Renewal for Technology skills Training Services. Renewal required to be compliant with Mayoral policy directives and to allow for the uninterrupted flow of technology skills training to City employees.

Local Law 63 Plan ID: FY22RNDCAS23

◀ j6

ADMINISTRATION

■ SOLICITATION

Goods

FIRE HYDRANT (SMITH TYPE) - Competitive Sealed Bids - PIN# 85722B0117 - Due 2-9-22 at 10:30 A.M.

All bids are done on PASSPort. To review the details for this solicitation and participate, please use the following link below and use the keyword search fields, to find the solicitation: https://passport.cityofnewyork.us/page.aspx/en/rfp/request_browse_public

If there are any issues with PASSPort, contact: help@mocs.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.

Citywide Administrative Services, 1 Centre Street, 18th Floor, New York, NY 10007. Fenglin Guo (212) 386-5024; feguo@dcas.nyc.gov

◀ j6

CORRECTION

■ INTENT TO AWARD

Services (other than human services)

MAINTENANCE AND SOFTWARE SUPPORT OF THE INMATE INFORMATION SYSTEM (IIS) - Negotiated Acquisition - Other - PIN# 07222N0010 - Due 1-17-22 at 9:00 P.M.

The New York City Department of Correction, is contracting with Rangam Consulting for provision of maintenance and software support of the Inmate Information System (IIS). The Department is legally obligated to track its inmates in custody and provide for commissary services among other data collection. DOC still operates legacy software for these functions, and given the uncommon software programming languages, the Department is not able to hire a C++ or Java programmer to do the work that system administrators perform for DOC. The work involves making changes to the systems as needed, whether doing backend changes when there is an anomaly event such as an error in the database as far as reporting where an inmate is in the chain of custody to an error in how much is in an inmate commissary account to software failure glitches that need to be resolved, staff log in account management and resets, or anything else that needs to be resolved to ensure DOC staff can use the software. General expertise required: provide maintenance and support for NYCDOC servers that host the production and non-production versions of the business-related IIS system. Design and development business critical system enhancements. Provide 24/7 technical support.

There is a compelling need for good and services that cannot be timely met through a sealed bidding or competitive sealed proposals. There are a limited number of vendors able to provide System maintenance and support to the Inmate Information System (IIS) by the Department of Correction.

◀ j6-13

MAINTENANCE AND SOFTWARE SUPPORT OF THE INMATE FINANCIAL & COMMISSARY SYSTEM (IFCOM) - Negotiated Acquisition - Other - PIN# 07222N0009 - Due 1-17-22 at 9:00 P.M.

The New York City Department of Correction, is contracting with GCOM Software LLC, for provision of maintenance and software support of the Inmate Financial and Commissary System (IFCOM). The Department is legally obligated to track its inmates in custody and provide for commissary services among other data collection. DOC still operates legacy software for these functions, and given the uncommon

software programming languages, the Department is not able to hire a C++ or Java programmer to do the work that system administrators perform for DOC. General expertise required: maintaining, designing, developing client/server systems using DECTP products on OpenVMS Alpha and Integrity-64 based clustered systems, including support level expertise. Any firm which believes it can provide the required services in the future is invited to express interest, via email, at Lilliana.alvarez-cano@doc.nyc.gov.

There is a compelling need for good and services that cannot be timely met through competitive sealed bidding or competitive sealed proposals. There are limited number of vendors able to provide the Inmate Financial & Commissary System (IFCOM) required by the Department of Correction.

◀ j6-13

DESIGN AND CONSTRUCTION

■ SOLICITATION

Construction/Construction Services

85022B0036 - HWPR21MQ - REHABILITATION OF PEDESTRIAN RAMPS AT DESIGNATED LOCATIONS - Competitive Sealed Bids - PIN# 85022B0036 - Due 2-1-22 at 11:00 A.M.

Rehabilitation of pedestrian ramps, at designated locations together with all work incidental thereto Borough of Manhattan & Queens, City of New York.

Project #: HWPR21MQ/EPIN: 85022B0036. Late Bids will not be accepted. This contract is subject to Special Experience Requirements. *This project is subject to HireNYC*. This Competitive Sealed Bid (CSB), is being released through PASSPort, New York City's online procurement portal. Responses to this CSB, must be submitted, via PASSPort. To access the solicitation, vendors should visit the PASSPort Public Portal, at <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>, and click on the "Search Funding Opportunities in PASSPort" blue box. This will take you to the Public Portal of all procurements in the PASSPort system. To quickly locate the CSB, insert the EPIN (85022B0036) into the Keywords search field.

Bid opening Location - Virtual Bid Opening at Zoom Link: <https://us02web.zoom.us/j/88367446525?pwd=aEVScDlwU8wbEhUU2Jzd3pxdDJPOT09>. Meeting ID: 883 6744 6525 NY Code: DDC2022.

◀ j6

85022B0032-GKCI05-1A - CONSTRUCTION OF RIGHT-OF-WAY GREEN INFRASTRUCTURE IN THE CI-005 CSO TRIBUTARY AREA, PHASE 1A, BOROUGH OF BROOKLYN - Competitive Sealed Bids - PIN# 85022B0032 - Due 2-3-22 at 11:00 A.M.

Project #: GKCI05-1A/EPIN: 85022B0032. Late Bids will not be accepted. This contract is subject to Special Experience Requirements. *This project is subject to HireNYC*. This Competitive Sealed Bid (CSB), is being released through PASSPort, New York City's online procurement portal. Responses to this CSB must be submitted, via PASSPort. To access the solicitation, vendors should visit the PASSPort Public Portal, at <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>, and click on the "Search Funding Opportunities in PASSPort" blue box. This will take you to the Public Portal of all procurements in the PASSPort system. To quickly locate the CSB, insert the EPIN (85022B0032), into the Keywords search field.

Bid opening Location - Virtual Bid Opening at Zoom Link: <https://us02web.zoom.us/j/86127579927?pwd=QVlzZFBVUFEFDMU52WExBMlFMtK9SZZz09>. Meeting ID: 861 2757 9927 NY Code: DDC2022.

◀ j6

85021B0132 - SER200258 THE CONSTRUCTION OF STORM AND SANITARY SEWER AND APPURTENANCES IN WEST CASTOR PLACE - Competitive Sealed Bids - PIN# 85021B0132 - Due 2-1-22 at 11:00 A.M.

Between Alverson Avenue and Powell Street, Alverson Avenue between Mason Boulevard and Woodrow Road, Gilroy Street between West Castor Place and Woodrow Road

Project #: SER200258/EPIN: 85021B0132. Late Bids Will Not Be Accepted. This contract is subject to Special Experience Requirements. *This project is subject to HireNYC*. This Competitive Sealed Bid (CSB), is being released through PASSPort, New York City's online procurement portal. Responses to this CSB should be submitted, via PASSPort. To access the solicitation, vendors should visit the PASSPort Public Portal, at <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>, and click on the "Search Funding Opportunities in PASSPort" blue box. This will take you to the Public Portal of all procurements in the PASSPort system. To quickly locate the CSB, insert the EPIN (85021B0132), into the Keywords search field.

Bid opening Location - Virtual Bid Opening at Zoom Link: https://us02web.zoom.us/j/88367446525?pwd=aEVScDlwdU8wbEhUU2Jzd3pxdDJPOT09. Meeting ID: 883 6744 6525 NY Code: DDC2022.

✦ j6

85022B0014 - PS-312MX (REBID 3) REHABILITATION OF INTERCEPTOR SEWER IN SOUTH STREET BETWEEN FULTON STREET AND DOVER STREET - Competitive Sealed Bids - PIN# 85022B0014 - Due 2-3-22 at 11:00 A.M.

Project #: PS-312MX (Rebid 3)/EPIN: 85022B0014. Late Bids will not be accepted. This contract is subject to Special Experience Requirements. *This project is subject to HireNYC*. This Competitive Sealed Bid (CSB), is being released through PASSPort, New York City's online procurement portal. Responses to this CSB must be submitted via PASSPort. To access the solicitation, vendors should visit the PASSPort Public Portal, at https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page, and click on the "Search Funding Opportunities in PASSPort" blue box. This will take you to the Public Portal of all procurements in the PASSPort system. To quickly locate the CSB, insert the EPIN (85022B0014), into the Keywords search field.

Bid opening Location - Virtual Bid Opening at Zoom Link: https://us02web.zoom.us/j/86127579927?pwd=QVlzZFBUVEFDMU52WEExBMlFMtRk9SZz09. Meeting ID: 861 2757 9927 NY Code: DDC2022.

✦ j6

85022B0052-HWMWTCB1 - NASSAU STREET RECONSTRUCTION - Competitive Sealed Bids - PIN# 85022B0052 - Due 2-2-22 at 11:00 A.M.

Nassau Street Reconstruction from Pine Street to Maiden Lane. Project #: HWMWTCB1/EPIN: 85022B0052. Late Bids will not be accepted. This contract is subject to Special Experience Requirements. *This project is subject to HireNYC*.

This Competitive Sealed Bid (CSB), is being released through PASSPort, New York City's online procurement portal. Responses to this CSB must be submitted via PASSPort. To access the solicitation, vendors should visit the PASSPort Public Portal, at https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page, and click on the "Search Funding Opportunities in PASSPort" blue box. This will take you to the Public Portal of all procurements in the PASSPort system. To quickly locate the CSB, insert the EPIN (850XXB0XXX), into the Keywords search field.

Bid opening Location - Virtual Bid Opening at Zoom Link: https://us02web.zoom.us/j/84485973709?pwd=cHlzY1lyM0llbE10bGEwZiZzUlJlVU09. Meeting ID: 844 8597 3709 NY Code: DDC2022

✦ j6

85022B0043-RED386 REPLACEMENT OF DISTRIBUTION WATER MAIN AND APPURTENANCES IN SOUTH AVENUE - Competitive Sealed Bids - PIN# 85022B0043 - Due 2-2-22 at 11:00 A.M.

Between Richmond Terrace and Netherland Avenue, Arlington Place Between South Avenue and Arlington Place, etc.

✦ j6

EDUCATION

■ SOLICITATION

Goods and Services

INVESTMENT MANAGER SEARCH FOR GLOBAL LISTED INFRASTRUCTURE EX FOSSIL FUELS - Request for Proposals - PIN# BER13041 - Due 1-19-22 at 5:00 P.M.

Investment Manager Search, for Global Listed Infrastructure Ex Fossil Fuels The New York City Board of Education Retirement System ("BERS"), is conducting this investment manager search (this "Search"), to identify and select investment management firms, or a pool of investment management firms, to create and manage one or more Global Listed Infrastructure (Ex Fossil Fuels) Equity Portfolio for BERS. How to Participate in this Search: To be considered, investment management firms must comply with the requirements (1) – (3) listed below: 1. All firms shall carefully review the Notice of Search and the Minimum Requirements described in Section 1.4 of the Investment Manager Notice of Search. Interested firms that meet the Minimum Requirements must enter their information in eVestment Alliance's database to be considered by Segal Marco Advisors, BERS' Investment Consultant. Information on requirements for entering information into these databases can be found at, https://www.evestment.com (click on "Submit My Data"). The Investment Consultant will review the database and provide BERS with a written report identifying the investment managers that meet the Minimum Requirements. 2. All firms must ensure that they completely identify their firm and product information in the aforementioned databases. Additionally, firms must ensure that the information (such as organization, product, returns, portfolio characteristics and AUM data) is current and accurate as of September 30, 2021. 3. There is no fee for

entering information into the aforementioned database. Firms are advised that information in the database may become part of any pool contract that results from this Search. Current and accurate data must be in the aforementioned databases by the deadline stated in Section I of this Notice of Search, at which time the Investment Consultant shall commence its review of the database. Consistent with the policies expressed by the City of New York, participation by Minority-Owned and Women-Owned businesses or partnering arrangements with Minority-Owned and Women-Owned investment firms are encouraged. Additionally, participation by small and New York City-based businesses is also encouraged. The Notice of Search which fully describes the scope of the search, minimum requirements, how to participate and the evaluation process, will be available for download from the BERS' website, https://www.bers.nyc.gov/site/bers/notices/requests-for-proposals.page, on or about December 15, 2021. To download the Notice of Search, from BERS' website, select "RFPs & Solicitations" then "Notice of Search for "Investment Manager Search for Global Listed Infrastructure Ex Fossil Fuels" and complete the form. Questions about the Notice of Search should be transmitted by email, to Sabrina Hayat, at BERSProcurement@bers.nyc.gov, by January 19, 2022, by 3:00 P.M. EST.

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.

Education, 55 Water Street, 50th Floor, New York, NY 10041. Sabrina Hayat (929) 305-3874; BERSProcurement@bers.nyc.gov

d21-j19

ENVIRONMENTAL PROTECTION

■ AWARD

Construction/Construction Services

SEQ-BEACH67 GREEN STREET MEDIA - Competitive Sealed Bids - PIN# 82621B0042001 - AMT: \$1,193,212.00 - TO: J Anthony Enterprises Inc, 175 Engineers Road, Hauppauge, NY 11788.

The scope of Beach 67th Street median green infrastructure (between Thursby and Alameda Avenue) project, has been prepared to address the flowing major issues listed below using the existing asset (Median) and incorporating green infrastructure elements along the length of the Beach 67th Street. The design elements identified in this scope are intended to fit within the existing street. All modifications that require additional design such as an extension of the median and the pedestrian ramp improvements for ADA compliance are noted. This work will jointly funded by DEP and DOT - Reduce flooding and the flooding depth at the intersection of Beach 67th street and Alameda Avenue - Improve the drainage conveyance through rehabilitation of the existing Beach 67th Street medians and the construction of new inlet facilities when appropriate, - Pavement Resurfacing to enhance and/or maintain Beach 67th street in good condition. The resurfacing will return the pavement to a high level of serviceability and extend the service life. - Landscape work to increase the aesthetic value of the surrounding area and other additional benefits. - Pedestrian ramp improvements for ADA compliance - Reconstruct and extend the Medians.

✦ j6

Services (other than human services)

1544-HAZ NON-HAZARDOUS AND HAZARDOUS WASTE REMOVAL AND DISPOSAL - Competitive Sealed Bids - PIN# 82621B0053002 - AMT: \$730,995.75 - TO: AARCO Environmental Services Corp, 50 Gear Avenue, Lindenhurst, NY 11757.

BWT 1544-HAZ AT BWT facilities, inadvertently, hazardous substances or petroleum products may spill, hazardous waste may be generated, hazardous materials need to be removed. Further, BWT may also need to sample waste to properly determine where they can be disposed. Large scale cleanups may be needed in the aftermath of incident. The Work under this Contract is to provide all necessary labor, parts, materials and equipment for the remediation and handling, cleanup, removal and disposal of regulated waste including, but not limited to, hazardous substances, hazardous waste, hazardous materials, petroleum products and contaminated equipment and materials. The Work also includes use of an independent laboratory for air monitoring and sampling and testing of materials and waste prior to disposal. The Contractor shall be on call to provide 24-hour Emergency Response Work for releases of hazardous substances, hazardous waste, hazardous materials and/or petroleum products.

✦ j6

FINANCE

PURCHASING AND ADMINISTRATION

■ INTENT TO AWARD

Services (other than human services)

OUT OF STATE DMV REGISTRATION IDENTIFICATION SERVICES - Negotiated Acquisition - Judgment required in evaluating proposals - PIN# 83622N0006 - Due 1-27-22 at 10:00 A.M.

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

Finance, 59 Maiden Lane, 32nd Floor, New York, NY 10038. Annabelle Villegas (212) 291-4415; villegasa@finance.nyc.gov

✦ j6-12

TPS-TREASURY

■ INTENT TO AWARD

Services (other than human services)

GENERAL BANKING SERVICES - Negotiated Acquisition - Other - PIN# 83622N0003 - Due 1-18-22 at 8:00 P.M.

This is a time sensitive contract and transferring to a new vendor will cost the City of New York tremendous loss.

✦ j6-13

COURT TRACKING SYSTEMS(CATS) - Negotiated Acquisition - Other - PIN# 83622N0004 - Due 1-14-22 at 8:00 P.M.

Maintenance and support for the Court Asset Tracking System (CATS). Negotiated Acquisition Extension, two (2) year agreement.

<https://www1.nyc.gov/site/finance/about/procurements.page>

The cost of utilizing a new vendor will be a loss to the City.

d30-j6

HEALTH AND MENTAL HYGIENE

■ AWARD

Services (other than human services)

MOTIVATIONAL INTERVIEWING AND MENTAL HEALTH TRAINING - Other - PIN# 81622U0008001 - AMT: \$65,000.00 - TO: Relationship & Psychology Consulting PLLC, 79 Walker Street, 2nd Floor, New York, NY 10013.

Training for Motivational interviewing to support day to day practice with respect to goal setting, change management and performance and various Mental Health trainings for clinicians, in School Based Health Center settings. - Effective 10/1/2021 to 12/23/2022.

✦ j6

HOMELESS SERVICES

■ AWARD

Human Services/Client Services

SHELTER FACILITIES FOR HOMELESS SINGLE ADULTS - 2ND AVENUE - Competitive Sealed Proposals - Other - PIN# 07121P0119001 - AMT: \$28,813,032.00 - TO: Samaritan Daytop Village Inc, 138-02 Queens Boulevard, Briarwood, NY 11435.

Shelter Facilities for Homeless Single Adults, at 2nd Avenue Shelter, located at 5113 2nd Avenue, Brooklyn, NY 11232 (Group 15).

✦ j6

HOMELESS SHELTER SERVICES FOR SINGLE ADULTS - Renewal - PIN# 07117P8278KXLR001 - AMT: \$96,389,629.00 - TO: Neighborhood Association for Inter-Cultural Affair, 1075 Grand Concourse, Suite 1B, Bronx, NY 10452.

Renewal - 321 East Tremont Avenue, Bronx, NY 10457.

✦ j6

SINGLE ADULT SERVICES AT VAN SICLEN SHELTER - Competitive Sealed Proposals - Other - PIN# 07121P0111001 - AMT: \$56,743,735.00 - TO: Samaritan Daytop Village Inc, 138-02 Queens Boulevard, Briarwood, NY 11435.

Provision of Shelter Facilities for Homeless Single Adults, at Van Siclen Shelter, located at 645 Van Siclen Avenue, Brooklyn, NY 11207 (Group 52).

✦ j6

SHELTER FACILITIES AT: DOÑA CARMEN'S PLACE - Competitive Sealed Proposals - Other - PIN# 07119P0001009 - AMT: \$32,404,006.00 - TO: Neighborhood Association for Inter-Cultural Affair, 1075 Grand Concourse, Suite 1B, Bronx, NY 10452.

Shelter Facilities for Homeless Single Adults at: Doña Carmen's Place, 413 East 152nd Street, Bronx, NY 10455.

✦ j6

SHELTER FACILITIES FOR HOMELESS SA AT PHELANS PLACE - Competitive Sealed Proposals/Pre-Qualified List - PIN# 07119P0001023 - AMT: \$39,638,902.00 - TO: Samaritan Daytop Village Inc, 138-02 Queens Boulevard, Briarwood, NY 11435.

Shelter Facilities for Homeless Single Adults, at Phelans Place, 1851 Phelan Place, Bronx, NY 10453 (Grp 29).

✦ j6

SHELTER FACILITIES FOR HOMELESS SINGLE ADULTS AT LANET'S PLACE - Competitive Sealed Proposals - Other - PIN# 07119P0001026 - AMT: \$41,388,130.00 - TO: Bronx Parent Housing Network Inc, 488 East 164th Street, Bronx, NY 10456.

Provision of Shelter Facilities for Homeless Single Adults, at Lanet's Place, located at 463 East 173rd Street, Bronx, NY 10457 (Grp. 31).

✦ j6

(7330) FACILITIES, MAINTENANCE AND REPAIR

■ SOLICITATION

Construction Related Services

07121B0002-MAINTENANCE AND REPAIR OF HEATING, VENTILATION, AND AIR CONDITIONING SYSTEMS, CITYWIDE - Competitive Sealed Bids - PIN# 07121B0002 - Due 2-10-22 at 2:00 P.M.

The New York City Department of Social Services (DSS)/Department of Homeless Services (DHS), will be accepting Competitive Sealed Bids, for the provision of Maintenance and Repair of Heating, Ventilation, and Air Conditioning Systems, Citywide (PIN: 21BSEDM00901/EPIN: 07121B0002). Bidders are hereby notified that this contract is subject to Local Law 1, Minority-Owned and Women-Owned Business Enterprises (MWBE) Requirements and Prevailing Wage Rates. This Competitive Sealed Bid ("RFx") is being released through PASSPort, New York City's online procurement portal, on Thursday, January 6, 2022. To access the solicitation, vendors should visit the PASSPort Public Portal, at <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>, and click on the "Search Funding Opportunities in PASSPort" blue box. This will take you to the Public Portal of all procurements in the PASSPort system. To quickly locate the RFx, insert the EPIN 07121B0002, into the Keywords search field. Instructions for submitting responses to this RFx can be found via PASSPort. Please submit your bids by both acknowledging the receipt of the RFx in the Acknowledgement tab and completing your response in the Manage Responses tab. If you need additional assistance with PASSPort, please contact the MOCS Service Desk, at <https://mocssupport.atlassian.net/servicedesk/customer/portal/8>. Vendor resources can also be found at the link below, under the Finding and Responding to RFx heading. Link: <https://www1.nyc.gov/site/mocs/systems/passport-user-materials.page>. Until further notice, the Department of Social Services (HRA/DHS), will conduct all in-person meetings (Pre-Bid conferences and bid openings), that would normally be open to the public, via conference call and/or video-conference only using the Cisco Webex platform. You may participate using your computer, tablet, or smartphone. You will need to download the Webex plug-in or mobile app. The non-mandatory Cisco Webex platform pre-bid conference, will be held on Thursday, January 13, 2022, at 11:00 A.M., at <https://nyc-dss.webex.com/nyc-dss/j.php?MTID=m19a4ae1857ba226c7d87c9077b65b282>. Meeting number: 2344 932 0544 Password: bids or by phone +1-646-992-2010. United States Toll (New York City) +1-408-418-9388 United States Toll; Access code: 234 493 20544. Attendance is Strongly Recommended. If you have any questions, please email bredhoffe@dss.nyc.gov, and boonem@dss.nyc.gov, with the subject line "07121B0002-Maintenance and Repair of Heating, Ventilation, and Air Conditioning Systems, Citywide", by the close of business Tuesday, January 18, 2022. Please submit your response to the RFx EPIN: 07121B0002, in PASSPort, no later than Thursday, February 10, 2022, at 2:00 P.M. Please note, the bid opening will be held on Friday, February 11, 2022, at 2:00 P.M., via the Cisco Webex platform.

Pre bid conference location - Webex <https://nyc-dss.webex.com/nyc-dss/j.php?MTID=m19a4ae1857ba226c7d87c9077b65b282> | Meeting number: 2344 932 0544 Password: bids | Dial in number: 1-646-992-

2010, Access code: 234 493 20544, New York, NY 10007. Mandatory: no
Date/Time - 2022-1-13 11:00:00.

← j6

HOUSING AUTHORITY

PROCUREMENT

■ SOLICITATION

Construction Related Services

SMD SERVICES MAINTENANCE PAINTING OF APARTMENTS-VARIOUS DEVELOPMENTS WITHIN THE BOROUGHS OF BRONX AND BROOKLYN - Competitive Sealed Bids - Due 2-1-22 at 12:00 A.M.

PIN# 356913 - Edenwald Houses, Bronx - Due at 10:00 A.M.
PIN# 356914 - Ingersoll Houses, Brooklyn - Due at 10:05 A.M.
PIN# 356915 - Farragut Houses, Brooklyn - Due at 10:10 A.M.

The Work shall consist of furnishing labor, material, equipment, insurance, incidental items and permits, all in accordance with the Contract Documents, for the painting of residential apartments in any of the Buildings constituting the Development(s) included in this Contract. The Contractor must paint complete apartments (including all bedrooms, kitchen, living room, foyer, dinette, halls, bathrooms) in the manner described below, using a Standard One (1) Coat Paint System or a Standard Two (2) Coat Paint System or Three (3) Coat Paint System Modernization as stated in the Specifications and as directed by the Authority in Work Authorizations.

Interested vendors are invited to obtain a copy of the opportunity at NYCHA's website, by going to the <http://www.nyc.gov/nychabusiness>. On the left side, click on "iSupplier Vendor Registration/Login" link. (1) If you have an iSupplier account, then click on the "Login for registered vendors" link and sign into your iSupplier account. (2) If you do not have an iSupplier account you can Request an account by clicking on "New suppliers register in iSupplier" to apply for log-in credentials. Once you have accessed your iSupplier account, log into your account, then choose under the Oracle Financials home page, the menu option "Sourcing Supplier", then choose "Sourcing", then choose "Sourcing Homepage"; and conduct a search in the "Search Open Negotiations" box for the RFQ Number (s) 356913, 356914, 356915.

Note: In response to the COVID-19 outbreak, we are accepting only electronic bids submitted online via iSupplier. Paper bids will not be accepted or considered. Please contact NYCHA Procurement, at procurement@nycha.nyc.gov, for assistance.

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

Housing Authority, 90 Church St, 6th Floor, New York, NY 10007.
Anush Arustamyan (212) 306-4533; Anush.Arustamyan@nycha.nyc.gov

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HUMAN RESOURCES ADMINISTRATION

■ INTENT TO AWARD

Human Services/Client Services

EMERGENCY AND ON-CALL CASE MANAGEMENT SERVICES IN THE BOROUGH OF MANHATTAN - Negotiated Acquisition - Other - PIN# 06922N0022 - Due 1-7-22 at 2:00 P.M.

Negotiated Acquisition Extension for 1 year to continue services.

This NAE request is with the incumbent provider, is needed to maintain the continuity of services until a new RFP is processed.

d30-j6

ON CALL CASE MANAGEMENT - Negotiated Acquisition - Other - PIN# 06922N0024 - Due 1-7-22 at 2:00 P.M.

Emergency and on-call case management services in the Borough of Staten Island.

d30-j6

HELP HAVEN NAE - Negotiated Acquisition - Other - PIN# 06922N0030 - Due 1-7-22 at 2:00 P.M.

The procurement action is to extend the contract with the current vendor for emergency shelter services for survivors of domestic violence

until an RFP is processed. HELP Haven has demonstrated extensive experience providing these vital services for HRA clients.

d30-j6

LAW DEPARTMENT

■ AWARD

Services (other than human services)

LEGAL PUBLISHING AND INFORMATION SERVICES - Negotiated Acquisition - Other - PIN# 02522N0005001 - AMT: \$75,000.00 - TO: American Legal Publishing Corporation, 525 Vine Street, Suite 310, Cincinnati, OH 45202.

The New York City Law Department (the "Department"), is seeking a negotiated acquisition extension contract with our current contractor, New York Legal Publishing, Inc., to provide legal publishing and information services. This project has two components: 1) the publication and marketing of a multi-volume compilation of the Rules of the City of New York ("RCNY"), including, for the term of the contract, the monthly supplementation of the compilation, and 2) the creation and maintenance of an electronic database, accessible at no cost to the public, via the Internet, of the text of the New York City Charter (the "Charter"), the New York City Administrative Code (the "Code") and the RCNY. For Legal Counsel division. PIN 02522X00212.

The Department needs to enter into an extension contract with the current contractor because of the need to maintain continuity of services while the Department completes the procurement of a new contract for these services. The contract resulting from this negotiated acquisition extension procurement will be terminated if the new contract awards are registered prior to the end date of the negotiated acquisition contract.

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PARKS AND RECREATION

■ AWARD

Services (other than human services)

BLOCK PRUNING IN STATEN ISLAND - Competitive Sealed Bids - PIN# 84620B0141001 - AMT: \$1,650,320.50 - TO: Clearway Industries LLC, 2 Stage Road, Pine Island, NY 10969.

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POLICE DEPARTMENT

■ AWARD

Goods

FURNITURE - EXECUTIVE CHAIRS - Intergovernmental Purchase - PIN# 05622O0001001 - AMT: \$87,102.05 - TO: VRD Contracting Inc, 25 Andrea Road, Holbrook, NY 11741.

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Services (other than human services)

MAINTENANCE OF XEROX COLOR COPIER XC1000I - Intergovernmental Purchase - PIN# 05621O0006001 - AMT: \$212,247.00 - TO: Xerox Corporation, 201 Merritt 7, Norwalk, CT 06851-1056.

3 Year Maintenance Contract of Xerox Color Copier XC1000i

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TRANSPORTATION

■ SOLICITATION

Construction/Construction Services

BUILDING 45 REHABILITATION - Competitive Sealed Bids - PIN# 84120SISI353 - Due 2-22-22 at 11:00 A.M.

Hard copies of the Specification Books will not be available at Bid Window for purchase.

A Pre-Bid meeting (Optional), has been scheduled for: January 18, 2022, Time: 10:00 A.M., via Zoom. Bidders who wish to connect to the Zoom Conference will need an ID and Password or the link. Therefore, bidders who wish to connect will need to contact the Authorized Agency

Contact Person, as indicated below, via email, at least three (3) days prior to the pre-bid meeting in order to obtain the information to connect. Bidders will need to provide the first name, last name of everyone who wishes to connect, name of the organization, phone number and email address.

An Optional Site Visit will be held on February 2, 2022, at 1:00 P.M., or February 4, 2022, at 10:00 A.M. Location: Meeting Location: Meet at Miller's Launch (15 Murray Hulbert Avenue, Staten Island, NY 10301), Staten Island. Building 45 Project site is across the Street. Attendees of the site visit must comply with all COVID safety protocols and procedures. In order to attend, bidders must contact the authorized agency contact person, via email, at least two (2) days before the schedule Optional Site Visit.

All questions shall be submitted in writing to the designated person indicated below. Deadline for submission of questions is, February 3, 2022, by 4:00 P.M., Josiane, Destra-Louis Agency Contact, Office of the Agency Chief Contracting Officer, Email: jdestra-louis@dot.nyc.gov. All Bids must be received by mail or hand delivery before the Bid Due Date, February 22, 2022, no later than 11:00 A.M. Bids should be mailed to New York City Department of Transportation, Office of the Agency Chief Contracting Officer/Contact Management Unit, 55 Water Street, Ground Floor, New York, NY 10041, PIN: 84120SISI353 and Your Company Email Address.

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EXECUTIVE OPERATIONS/TRAFFIC OPERATIONS

SOLICITATION

Services (other than human services)

MANAGEMENT AND OPERATION OF JEROME/GUNHILL MUNICIPAL PARKING GARAGE - Competitive Sealed Bids - PIN#84121B0016 - Due 2-7-22 at 11:00 A.M.

The services required by this contract are for the Management and Operation of the Jerome/Gunhill Municipal Parking Garage on a 24-hour basis. This will permit an extension of the on-street parking available to motorists, thus reducing traffic congestion in New York City. Bid Opening Information You are invited to a Zoom webinar. When: Feb 7, 2022 12:00 PM Eastern Time (US and Canada) Topic: 84121B0016-84121BXTR425 Management and Operation of Jerome/Gunhill Municipal Parking Garage Please click the link below to join the webinar: <https://zoom.us/j/95035036599?pwd=cDZiODFqaWNNTWJFbCt2SExSbTAydz09> Passcode: 256646, Or One tap mobile: US: +192 92056099,,95035036599#,,, *256646# or +13126266799,,95035036599#,,, *256646# Or Telephone: Dial (for higher quality, dial a number based on your current location): US: +1 929 205 6099 or +1 312 626 6799 or +1 301 715 8592 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833. Webinar ID: 950 3503 6599 Passcode: 256646. International numbers available: <https://zoom.us/j/95035036599>. Responses to this IFB must be submitted via PASSPort. To access the IFB, vendors should visit the PASSPort public Portal, at <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>. Click on the "Search Funding Opportunities in PASSPort" blue box. Doing so will take one to the public portal of all procurements in the PASSPort system. To quickly locate the IFB, insert the EPIN, 84121B0016, into the Keyword search field. In order to respond to the IFB, vendors must create an account within the PASSPort system if they have not already done so. A pre-bid conference via ZOOM, is scheduled for 1/19/22, at 11:00 A.M. Those who wish to attend must email the authorized agency contact for a link, no later than January 14, 2022, by 4:00 P.M. The deadline for the submission of questions, via email, is 1/25/22, by 4:00 P.M., to the authorized agency contact person. The bid due date (submission via PASSPort) is 2/7/22, by 11:00 A.M. This procurement is subject to participation goals for Minority-Owned Business Enterprises (MBEs) as required by Section 6-129 of the New York Administrative Code. The M/WBE goal for this project is 30%. Any inquiries concerning this IFB should be directed by email, under the subject line "84121B0016-84121BXTR425 Management and Operation of Jerome/Gunhill Municipal Parking Garage" to the email address of the Authorized Agency Contact, Shaneza Shinath, at sshinath@dot.nyc.gov, or through the PASSPort communication function.

✶ j6

84121B0015-84121QUTR423 MANAGEMENT AND OPERATION OF THE COURT SQUARE MUNICIPAL PARKING GARAGE - Competitive Sealed Bids - PIN#84121B0015 - Due 2-7-22 at 11:00 A.M.

Management and Operation of the Court Square Municipal Parking Garage on a 24-hour basis. This will permit an extension of the on-street parking available to motorists, thus reducing traffic congestion in New York City. Bid Opening Zoom Information You are invited to a Zoom webinar. When: February 7, 2022, 12:00 P.M. Eastern Time (US and Canada) Topic: 84121B0015-84121QUTR423 Management and Operation of the Court Square Municipal Parking Garage. Please click the link below to join the webinar: <https://zoom.us/j/95035036599?pwd=cDZiODFqaWNNTWJFbCt2SExSbTAydz09> Passcode: 256646 Or One tap mobile: US: +19292056099,,95035036599

#,,, *256646# or +13126266799,,95035036599#,,, *256646# Or Telephone: Dial (for higher quality, dial a number based on your current location): US: +1 929 205 6099 or +1 312 626 6799 or +1 301 715 8592 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 Webinar ID: 950 3503 6599 Passcode: 256646. International numbers available: <https://zoom.us/j/95035036599>. Responses to this IFB must be submitted via PASSPort. To access the IFB, vendors should visit the PASSPort public Portal, at <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>. Click on the "Search Funding Opportunities in PASSPort" blue box. Doing so will take one to the public portal of all procurements in the PASSPort system. To quickly locate the IFB, insert the EPIN, 84121B0015, into the Keyword search field. In order to respond to the IFB, vendors must create an account within the PASSPort system if they have not already done so. A pre-bid conference via ZOOM is scheduled for 1/19/22, at 11:00 A.M. Those who wish to attend must email the authorized agency contact for a link no later than January 14, 2022, by 4:00 P.M. The deadline for the submission of questions, via email, is 1/25/22 by 4:00 P.M., to the authorized agency contact person. The bid due date (submission via PASSPort) is 2/7/22, by 11:00 A.M. This procurement is subject to participation goals for Minority-Owned Business Enterprises (MBEs), as required by Section 6-129 of the New York Administrative Code. The M/WBE goal for this project is 30%. Any inquiries concerning this IFB should be directed by email, under the subject line "84121B0015-84121QUTR423 Management and Operation of Court Square Municipal Parking Garage", to the email address of the Authorized Agency Contact, Shaneza Shinath, at sshinath@dot.nyc.gov, or through the PASSPort communication function.

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HR FACILITIES MANAGEMENT

INTENT TO AWARD

Services (other than human services)

JANITORIAL SERVICES FOR DOT FACILITIES-ALL BOROUGHES - Required/Authorized Source - PIN#84121M0001 - Due 1-17-22 at 5:00 A.M.

j3-10

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.



YOUTH AND COMMUNITY DEVELOPMENT

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on Wednesday, January 19, 2022 via **MS TEAMS Conference call (Dial In: +1 646-893-7101 / Phone Conference ID: 117 853 486#)** commencing at 10:00 A.M. on the following:

IN THE MATTER of the proposed contract between the Department of Youth and Community Development and the Contractors listed below. The funding will a Software Developer to extend the DYCD Connect application to incorporate requirements of the Unity Works program. This will include functionality for capturing and reporting on the participant life cycle as well as the evaluation and monitoring of the program by itself. The term of the contract shall be May 3, 2021 through March 31, 2022. The Contractor's PIN, Amount, Name and Addresses are as followed:

PIN: 26021W0006001A001
Name: Purtech Solutions, Inc
Address: 22 Cortland Street, New York, NY 10007
Amount: \$163,030.00

The proposed contractor is being selected pursuant to the M/WBE Noncompetitive small Purchase Method, Section 3-08 of the Procurement Policy Board Rules.

In order to access the Public Hearing or to testify, please join the public hearing via **MS TEAMS Conference call (Dial In: +1 646-893-7101/ Phone Conference ID: 117 853 486#)** no later than 9:50 A.M. on the date of the hearing. If you require further accommodations, please Wendy Johnson via email, wjohnson@dycd.nyc.gov no later than three business days before the hearing date.

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COMPTROLLER

■ NOTICE

NOTICE OF ADVANCE PAYMENT OF AWARDS PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that the Comptroller of the City of New York, will be ready to pay, at 1 Centre Street, Room 629, New York, NY 10007 on 1/13/2022, to the person or persons legally entitled an amount as certified, to the Comptroller by the Corporation Counsel on damage parcels, as follows:

Damage Parcel No.	Block	Lot
16A & 16B	ADJACENT TO 8007	ADJACENT TO 59

Acquired in the proceeding entitled: AMBOY ROAD NORTHEAST AND SOUTHWEST OF PAGE AVENUE subject to any liens and encumbrances of record on such property. The amount advanced shall cease to bear interest on the specified date above.

Scott M. Stringer
Comptroller

d29-j12

NOTICE OF ADVANCE PAYMENT OF AWARDS PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that the Comptroller of the City of New York, will be ready to pay, at 1 Centre Street, Room 629, New York, NY 10007 on 1/13/2022, to the person or persons legally entitled an amount as certified, to the Comptroller by the Corporation Counsel on damage parcels, as follows:

Damage Parcel No.	Block	Lot
37A	13631	15
38A	13631	13
39A	13631	11
40A	13631	9
43A & 43B	13603	29
44A	13603	28
45A	13603	25
53A	13603	8
59A	13604	46
60A	13604	45
116A	13607	27

Acquired in the proceeding entitled: ROSEDALE AVENUE AREA STREETS – STAGE 1 subject to any liens and encumbrances of record on such property. The amount advanced shall cease to bear interest on the specified date above.

Scott M. Stringer
Comptroller

d29-j12

NOTICE OF ADVANCE PAYMENT OF AWARDS PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that the Comptroller of the City of New York, will be ready to pay, at 1 Centre Street, Room 629, New York, NY 10007 on 1/13/2022, to the person or persons legally entitled an amount as certified, to the Comptroller by the Corporation Counsel on damage parcels, as follows:

Damage Parcel No.	Block	Lot
4, 4A	5497	PART OF & ADJACENT TO LOT 89
5, 5A	5497	PART OF & ADJACENT TO LOT 84
6, 6A	5497	PART OF & ADJACENT TO LOT 80
7, 7A	5497	PART OF & ADJACENT TO LOT 72
15A, 15B	5237	ADJACENT TO LOT 48
16A, 16B, 16C, 16D, 16E	5237	ADJACENT TO LOT 45

Acquired in the proceeding entitled: AMBOY ROAD AND ELTINGVILLE subject to any liens and encumbrances of record on such property. The amount advanced shall cease to bear interest on the specified date above.

Scott M. Stringer
Comptroller

d29-j12

OFFICE OF LABOR RELATIONS

■ NOTICE

**Local 246, SEIU
2017-2021 Automotive Service Worker
Collective Bargaining Agreement**

COLLECTIVE BARGAINING AGREEMENT entered into this 27th day of December 2021 by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the **New York City Health and Hospitals Corporation** (d/b/a NYC Health + Hospitals (“NYC H+H”)) (hereinafter referred to jointly as the “**Employer**”), and **Local 246, Service Employees International Union, AFL-CIO** (hereinafter referred to as the “**Union**”), for the forty three month period from December 7, 2017 through July 6, 2021.

WITNESSETH:

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

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

Title Code	Title
92501	Autobody Worker
92508	Automotive Service Worker Level I
92508	Automotive Service Worker Level II
05205, 91237	Oil Burner Specialist
92587	Marine Maintenance Mechanic Level I
92587	Marine Maintenance Mechanic 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, entitled “**Regulations Relating to the Checkoff of Union Dues**” and in accordance with the Mayor’s Executive Order No. 107, dated December 29, 1989, entitled “**Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees**” or any other applicable Executive Order.
- 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 increases, general increases and any other salary adjustments, are based upon a normal work week of 40 hours, except for the titles Marine Maintenance Mechanic Level I and Level II, which are based upon a normal work week of 35 hours. An **employee** who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this **Agreement** shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such **employee** and the number of hours in the said normal work week, unless otherwise specified.
- c. Employees who work on a 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.

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

Section 2.

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

a. EFFECTIVE December 7, 2017

<u>TITLE</u>	<u>i. Minimum (1) Hiring Rate*</u>	<u>Minimum (2) Incumbent Rate</u>	<u>ii. Maximum</u>
Autobody Worker	\$47,933	\$54,164	\$61,889
Automotive Service Worker **			
Level I	\$34,550	\$39,041	\$40,180
Level II	\$40,457	\$45,716	\$51,515
Oil Burner Specialist	\$49,338	\$55,752	\$66,897
Marine Maintenance Mechanic			
Level I	\$60,124	\$67,940	\$82,637
Level II	\$66,627	\$75,288	\$91,817

EFFECTIVE December 7, 2017 (second year rate)

<u>TITLE</u>	<u>i. Minimum (1) Hiring Rate*</u>	<u>Minimum (2) Incumbent Rate</u>	<u>ii. Maximum</u>
Autobody Worker	\$49,240	\$54,164	\$61,889
Automotive Service Worker **			
Level I	\$35,492	\$39,041	\$40,180

Level II	\$41,560	\$45,716	\$51,515
Oil Burner Specialist	\$50,684	\$55,752	\$66,897
Marine Maintenance Mechanic			
Level I	\$61,764	\$67,940	\$82,637
Level II	\$68,444	\$75,288	\$91,817

b. EFFECTIVE December 7, 2018

<u>TITLE</u>	<u>i. Minimum (1) Hiring Rate*</u>	<u>Minimum (2) Incumbent Rate</u>	<u>ii. Maximum</u>
Autobody Worker	\$49,012	\$55,383	\$63,282
Automotive Service Worker **			
Level I	\$35,327	\$39,919	\$41,084
Level II	\$41,367	\$46,745	\$52,674
Oil Burner Specialist	\$50,448	\$57,006	\$68,402
Marine Maintenance Mechanic			
Level I	\$61,477	\$69,469	\$84,496
Level II	\$68,126	\$76,982	\$93,883

EFFECTIVE December 7, 2018 (second year rate)

<u>TITLE</u>	<u>i. Minimum (1) Hiring Rate*</u>	<u>Minimum (2) Incumbent Rate</u>	<u>ii. Maximum</u>
Autobody Worker	\$50,348	\$55,383	\$63,282
Automotive Service Worker **			
Level I	\$36,290	\$39,919	\$41,084
Level II	\$42,495	\$46,745	\$52,674
Oil Burner Specialist	\$51,824	\$57,006	\$68,402
Marine Maintenance Mechanic			
Level I	\$63,154	\$69,469	\$84,496
Level II	\$69,984	\$76,982	\$93,883

c. EFFECTIVE January 7, 2020

<u>TITLE</u>	<u>i. Minimum (1) Hiring Rate*</u>	<u>Minimum (2) Incumbent Rate</u>	<u>ii. Maximum</u>
Autobody Worker	\$50,604	\$57,183	\$65,339
Automotive Service Worker **			
Level I	\$36,474	\$41,216	\$42,419
Level II	\$42,712	\$48,264	\$54,386
Oil Burner Specialist	\$52,088	\$58,859	\$70,625
Marine Maintenance Mechanic			
Level I	\$63,475	\$71,727	\$87,242
Level II	\$70,340	\$79,484	\$96,934

EFFECTIVE January 7, 2020 (second year rate)

TITLE	i. Minimum (1) Hiring Rate*	Minimum (2) Incumbent Rate	ii. Maximum
Autobody Worker	\$51,985	\$57,183	\$65,339
Automotive Service Worker **			
Level I	\$37,469	\$41,216	\$42,419
Level II	\$43,876	\$48,264	\$54,386
Oil Burner Specialist	\$53,508	\$58,859	\$70,625
Marine Maintenance Mechanic			
Level I	\$65,206	\$71,727	\$87,242
Level II	\$72,258	\$79,484	\$96,934

* See Article III, Section 4 (New Hires)

** This title was revised pursuant to DCAS Resolution 12-08 dated March 7, 2012.

Section 3. - Wage Increase:

A. General Wage Increases

- a. The general increases, effective as indicated, shall be:
 - (i) Effective December 7, 2017, employees shall receive a general increase of 2.00%.
 - (ii) Effective December 7, 2018, employees shall receive a general increase of 2.25%.
 - (iii) Effective January 7, 2020, employees shall receive a general increase of 3.25%.
 - (iv) Part-time per annum, per session, hourly paid and 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 Sections 3(A)(a)(i) through 3(A)(a)(iii) on the basis of computations heretofore utilized by the parties for all such Employees.
- b. The general increases provided for in Section 3(A) shall be calculated as follows:
 - (i) The general increase in Section 3(A)(a)(i) shall be based upon the base rates (which shall include salary or incremental schedules) of applicable titles in effect on December 6, 2017;
 - (ii) The general increase in Section 3(A)(a)(ii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on December 6, 2018;
 - (iii) The general increase in Section 3(A)(a)(iii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on January 6, 2020;
- c. The general increases provided for in this Section 3(A)(a)(i) through 3(A)(a)(iii) shall be applied to the base rates, the minimum and maximum rates (including levels), if any, fixed for the applicable titles.

Section 4. New Hires

- a. The following provisions shall apply to Employees newly hired on or after May 1, 2005:
 - i. During the first year of service, the "appointment rate" for a newly hired employee shall be thirteen percent (13%) less than the applicable "incumbent minimum" for said title that is in effect on the date of such appointment as set forth in this Agreement.
 - ii. Upon completion of one (1) year of service such employees shall be paid ten percent (10%) less than the applicable "incumbent minimum" for the applicable title that is in effect on the one (1) year anniversary of their original date of appointment as set forth in this Agreement.
 - iii. Upon completion of two (2) years of service, such employees shall be paid the applicable "incumbent minimum" for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment.
- b.
 - i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service.

- ii. Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- c. For the purposes of Section 4(a), employees 1) who were in active pay status before May 1, 2005, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2(a)(i)(2), 2(b)(i)(2) and 2(c)(i)(2), of this Article III:
 - i. Employees who return to active status from an approved leave of absence.
 - ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
 - iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
 - iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
 - v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 - vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
 - vii. A provisional employee who is appointed directly from one provisional appointment to another.
 - viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.
- d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsection 4(a).

Section 5.

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

Section 6.

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 7. Advancement Increase

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

Title	Effective
Automotive Service Worker Level II	12/7/17
	\$845

Section 8. Service Increment

Employees in the below titles with one year or more of service shall receive a service increment in the pro-rata amounts set below. Eligible employees shall begin to receive such pro-rata payments on their anniversary date. The pro-rata payments provided for in this section shall be deemed included in the base rate for all purposes.

Title	Effective 12/7/17
Autobody Worker	\$170
Automotive Service Worker Level I, II	\$170
Oil Burner Specialist	\$170

Section 9. Annuity Fund

a. Effective December 7, 2017, contributions on behalf of covered employees shall continue to be remitted by the Employer to a mutually agreed upon annuity fund subject to the terms of a signed supplemental agreement approved by the Corporation Counsel.

- i. The employer shall pay into the fund on behalf of covered full-time per annum and full-time per diem employees, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day, in the applicable amount identified in Section 9(b) for each employee in full pay status in the prescribed twelve (12) month period.
- ii. For covered employees who work a compressed work week, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each set of paid working hours which equate to the daily number of hours that title is regularly scheduled to work, in the applicable amount identified in Section 9(b) for each employee in full pay status in the prescribed twelve (12) month period.
- iii. For covered employees who work less than the number of hours for their full-time equivalent title, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution calculated against the number of hours associated with their full-time equivalent title, in the applicable amount identified in Section 9(b) for each employee in full pay status in the prescribed twelve (12) month period.
- iv. For those covered employees who are appointed on a seasonal basis, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day, in the applicable amount identified in Section 9(b) for each employee in full pay status in the prescribed twelve (12) month period.

- b.
 - i. Effective December 7, 2017, the contribution shall continue to be \$5.42 for each paid working day, which amount shall not exceed \$1,415.74 per annum.
 - ii. Effective January 7, 2020, the contribution shall be \$6.26 for each paid working day, which amount shall not exceed \$1,633.86 per annum.

c. For the purpose of this Section 9 excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime. All days in non-pay status as used in this Section 9(b) shall be defined as including, but not limited to, the following:

- i. time on preferred or recall lists;
- ii. time on the following approved unpaid leaves:
 - (1) maternity/child care leave;
 - (2) military leave;
 - (3) unpaid time while on jury duty;
 - (4) unpaid leave for union business pursuant to Executive Order 75;
 - (5) unpaid leave pending workers compensation determination;
 - (6) unpaid leave while on workers compensation option 2;
 - (7) approved unpaid time off due to illness or exhaustion of paid sick leave;
 - (8) approved unpaid time off due to family illness; and
 - (9) other pre-approved leaves without pay;
- iii. time while on absence without leave;
- iv. time while on unapproved leave without pay; or
- v. time while on unpaid suspensions.

Section 10. Longevity Differential

a. Effective December 7, 2017, employees in the title of Autobody Worker (Title Code 92501) shall receive the following longevity differential based on years of service within the occupational group:

	After 5 years of service	After 10 years of service
b.	\$500	\$1,300

The longevity differentials set forth in this Article III, Section 10 shall not become part of the basic salary rate and shall not pensionable until they have been received by the employee for two years. The longevity shall be effective on the January 1st, April 1st, July 1st, or October 1st immediately following the employee's anniversary date.

ARTICLE IV - WELFARE FUND

Section 1.

a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the **1995-2001 Citywide Agreement** as amended between the City of New York and related public employers and District Council 37, A.F.S.C.M.E., AFL-CIO, or its successor(s), the Welfare Fund provisions of that **Citywide Agreement** as amended or any successor(s) thereto shall apply to employees covered by this **Agreement**.

b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1(b), of the **1995-2001 Citywide Agreement** as amended between the City of New York and related public employers and District Council 37, A.F.S.C.M.E., AFL-CIO, or any successor(s) thereto, the provisions of Article XIII, Section 1(b) of the **Citywide Agreement** as amended or any successor(s) thereto, shall apply to employees covered by this **Agreement**, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this **Agreement**. In no case shall the single contribution provided in Article XIII, Section 1(b) of the **Citywide Agreement** as amended or any successor(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

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 and June 28, 2018 Letter Agreements regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, as appended to this agreement.

ARTICLE V - MANAGEMENT RIGHTS

It is the right of the Employer to determine the standards of service to be offered by the agency; determine the standards of selection for employment; direct its employees; determine, establish and revise standards of acceptable employee performance; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reasons; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1.

Definition: The term "Grievance" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this **Collective Bargaining Agreement**;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the **Employer** applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the **Rules and Regulations of the New York City Civil Service Commission** or the **Rules and Regulations of the Health and Hospitals Corporation** with respect to those matters set forth in the first paragraph of **Section 7390.1 of the Unconsolidated Laws** shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of **employees** to duties substantially different from those stated in their job specifications;

- d. A claimed improper holding of an open-competitive rather than a promotional examination;
- e. A claimed wrongful disciplinary action taken against a permanent **employee** covered by **Section 75(1) of the Civil Service Law** or a permanent **employee** covered by the **Rules and Regulations of the Health and Hospitals Corporation** upon whom the agency head has served written charges of incompetency or misconduct while the **employee** is serving in the **employee's** permanent title or which affects the **employee's** permanent status.
- f. Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent employee covered by Section 75 (1) of the Civil Service Law or a permanent competitive employee covered by the Rules and Regulations of the Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75 (3) of the Civil Service Law have been imposed.
- g. A claimed wrongful disciplinary action taken against an eligible provisional employee. In any case involving a grievance by an employee under this Section 1(g) of this Article, all terms of the "Disciplinary Procedure for Provisional Employees" shall govern, as set forth in the appended agreement between DC37 and the City of New York dated August 30, 2011 and April 27, 2018 (appended).

Section 2.

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

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

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1c, no monetary award shall in any event cover any period prior to the date of the filing of the **Step I** grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitations set forth in Step I below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

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

NOTE: *The following **STEP I(a)** shall be applicable only in the Health and Hospitals Corporation in the case of grievances arising under Section 1a through 1c and 1f of this Article and shall be applied prior to **Step II** of this Section:*

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 meet with the **employee** and/or the **Union** for review of the grievance and shall issue a written reply to the **employee** and/or the **Union** by the end of the 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 meet with the **employee** and/or the **Union** for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

STEP III - An appeal from an unsatisfactory determination at **STEP II** shall be presented by the **employee** and/or the **Union** to the **Commissioner of Labor Relations** in writing within ten (10) work days of the receipt of the **STEP II** determination. 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.

Section 3.

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

Section 4.

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

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

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

STEP B(i) - If the **employee** is not satisfied with the determination at **STEP A** above then the **Employer** shall proceed in accordance with the disciplinary procedures set forth in **Section 75 of the Civil Service Law** or the **Rules and Regulations of the Health and Hospitals Corporation**. As an alternative, the **Union** with the consent of the **employee** may choose to proceed in accordance with the Grievance Procedure set forth in this **Agreement**, including the right to proceed to binding arbitration pursuant to **STEP IV** of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the **employee** and the **Union** shall file a written waiver of the right to utilize the procedures available to the **employee** pursuant to **Sections 75 and 76 of the Civil Service Law** or the **Rules and Regulations of the Health and Hospitals Corporation** or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an **employee's** suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

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

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

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

Section 5.

Any grievance of a general nature affecting a large number of **employees** and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this **Agreement** shall be filed at the option of the **Union** at **STEP III** of the grievance procedure, without resort to previous steps.

Section 6.

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 7.

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 8.

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 9.

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 10.

- a. Any grievance 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.
- b. 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 of such grievance to the **Commissioner of Labor Relations**, and the arbitrator 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 11.

A non-Mayoral agency not covered by this **Agreement** but which employs **employees** in titles identical to those certified by this contract may elect to permit the **Union** to appeal an unsatisfactory decision received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the **Commissioner of Labor Relations**. If such election is made, the **Union** shall present its appeal to the **Commissioner of Labor Relations** in writing within ten (10) work days of the receipt of the last step determination. Copies of such appeals shall be sent to the agency head. The **Commissioner of Labor Relations**, or the **Commissioner's** designee, shall review all such appeals and answer all such appeals within ten (10) work days. An appeal from a determination of the **Commissioner of Labor**

Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

Section 12.

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

Section 13. Expedited Arbitration Procedure

- a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of grievances as set forth below.
- b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.
- c. The selection of those matters which will be submitted shall include, but not be limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:
 - i. SELECTION AND SCHEDULING OF CASES:
 - (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 13 and notify the parties of proposed hearing dates for such cases.
 - (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
 - (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
 - (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.
 - ii. CONDUCT OF HEARINGS
 - (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
 - (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.
 - (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
 - (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
 - (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
 - (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE VII - UNION ACTIVITY**Section 1.**

Time spent by Union Officials and 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. No employee shall otherwise engage in union activities during the time he/she is assigned to his/her regular duties.

Section 2.

The Employer agrees not to discriminate in any way against any employee for union activity, but such activity shall not be carried on during working hours or in working areas.

Section 3.

There shall be no union activity on Employer time other than that which is specifically permitted by the terms of this Agreement.

ARTICLE VIII - 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 IX - OVERTIME**Section 1.**

All overtime shall, as far as practicable, be distributed equitably among the employees in each work area within a department.

Section 2.

The designation of work areas for the purposes of overtime shall be made by each department.

Section 3.

Overtime records in each department may be available for inspection by a duly authorized officer of the Union.

Section 4.

Whenever possible, officers of the Union will be notified of the distribution of overtime.

Section 5.

An employee directed to return to work after completing a shift shall be guaranteed a minimum of two (2) hours of work.

ARTICLE X - TRANSFERS**Section 1.**

The term "transfer" shall mean the reassigning of an employee from one "geographic location" to another. For purposes of the Article, the parties shall define "geographic location" as it applies to the Department of Sanitation, the Police Department and the Fire Department.

Section 2.

With the exception of temporary transfers, voluntary transfers from one geographic location to another shall be made on the basis of seniority in title, work performance, attendance record, disciplinary record, as well as the qualifications to perform the specific work.

Section 3.

With the exception of temporary transfers, involuntary transfers from one geographic location to another shall be made on the basis of least seniority in title, providing the remaining personnel have the ability and qualifications to perform the required work.

Section 4.

Temporary transfers shall be limited to a period of not more than thirty (30) calendar days. Effective January 1, 2018, involuntary temporary transfers shall be limited no more than two (2) per employee in a calendar year.

Section 5.

With the exception of temporary transfers, all vacancies that the Employer has decided to fill shall be posted on a department bulletin board five (5) working days in advance of the effective date prior to filling except when such vacancies are to be filled in an emergency. (With respect to the Department of Sanitation, the posting period as set forth in this Section, shall be for ten (10) working days and shall apply to transfers between zones only).

Section 6.

In the event that the Employer subsequently hires employees, an employee who was involuntarily transferred pursuant to Section 3 of this Article, has the right within one year and without a bid to return

to the work location from which he was transferred before any other employee can be placed in that work location.

Section 7.

With the exception of temporary transfers, an opening from which an employee is transferred and its resulting vacancy, if any, may be processed in accordance with Section two (2) and three (3) of this Article. Further transfers resulting from the aforementioned vacancy shall be exempt from this Article VI and filled in the manner set forth in Section three (3) of this Article.

ARTICLE XI - BULLETIN BOARDS AND NOTICES**Section 1.**

The **Union** may post notices on bulletin boards in places and locations where notices usually are posted by the **Employer** for the **employees** to read. All notices shall be on **Union** stationery, and shall be used only to notify **employees** of matters pertaining to **Union** affairs. The minimum space to be provided on any such bulletin board shall be sufficient for a document on paper size "8-1/2 x 13".

Section 2.

Notices or announcements shall not contain anything political or controversial or anything reflecting upon the Employer, any of its employees, or any labor organization among its employees and no material, notices or announcements which violate the provisions of this Section shall be posted. A violation of this Section which continued after notice to the Union shall result in revocation of the rights and privileges contained in this Article XI.

Section 3.

The Union shall be given copies of all notices which pertain to the employees and which a department has decided to post or otherwise publicize within the department.

ARTICLE XII - WORKING CONDITIONS**Section 1.**

Where practicable a minimum temperature of 50 degrees Fahrenheit shall be maintained in all indoor areas where employees are directed to work, wash up, and dress.

Section 2.

Where practicable, areas not exclusively used for repairs and in which traffic is allowed, shall be segregated for employees when they are required to work in said areas. Such segregated areas shall have warning devices such as signs, lights, and other safety equipment to prevent accidental entrance of vehicles.

Section 3.

The Employer shall make all reasonable efforts to provide employees with sanitary washing and toilet facilities, including hot and cold running water, toilet paper, paper towels, proper lighting, and ventilation.

Section 4.

An ample supply of potable drinking water shall be available to all employees in their respective work locations.

Section 5.

Adequate locker space shall be provided for each employee.

Section 6.

All vehicles shall be reasonably free of debris, human waste, insects, animals, and other such waste which would lead to an unhealthy and unsafe condition before employees shall be required to work on them.

Section 7.

All employee work areas shall be properly ventilated in order to prevent the collection of noxious, explosive or other dangerous fumes.

Section 8.

The City agrees to take all necessary steps to safeguard all tools and tool cabinets, brought on its property by the members of Local 246, SEIU, in the titles covered by this agreement.

To the extent that there are issues at agencies and/or facilities regarding the appropriate safeguarding of personal equipment, the parties shall form a joint labor-management committee to quickly address those concerns.

This Section 8 shall not be construed to change any existing policies, practices, or procedures relating to Local 246 members bringing their own tools into the workplace.

ARTICLE XIII - 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 in each of the agencies having at least fifty **employees** covered by this **Agreement**.

Section 2.

Each 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.

Each 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 chairperson ship of each committee shall alternate between the members designated by the agency head and the members designated by the **Union**. 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 XIV - SAFETY

Section 1.

Adequate, clean, structurally safe and sanitary working facilities shall be provided for all employees covered by this Agreement.

Section 2.

All alleged unsafe conditions not acted upon expeditiously may become the subject of a grievance.

Section 3:

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

ARTICLE XV - BARGAINING BAR DURING TERM OF AGREEMENT

Section 1.

The parties acknowledge that they have raised and negotiated in good faith concerning all mandatory subjects of collective bargaining. The parties acknowledge that when a successor agreement to this collective bargaining agreement is fully executed, including all required approvals, such successor agreement shall supersede this Agreement. A dispute concerning the application or interpretation of the terms of this economic collective bargaining agreement shall be subject to the Grievance Procedure of this Agreement. Except for the foregoing, the terms of this collective bargaining agreement represent the entire agreement of the parties. All subjects, not provided for herein, were disposed of in the course of negotiations; and the parties, accordingly, acknowledge that there remains no further duty to bargain concerning them unless consented to in writing.

Section 2.

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

Section 3.

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

Section 4.

This contract expresses all agreements and understandings between the parties and no other agreements, understanding or practice shall be of any force or effect.

ARTICLE XVI - PERSONNEL AND PAY PRACTICES

In the scheduling of vacations for employees, subject to the vacation policy and procedures of the employer, the employer agrees that vacation picks for employees covered by this Agreement shall be, by seniority in the employee's Civil Service Title.

ARTICLE XVII - 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 XVIII - APPENDICES

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

ARTICLE XIX - SAVINGS CLAUSE

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

ARTICLE XX - CITYWIDE ISSUES

Section 1.

Except as provided in Section 2 of this Article XX, this Agreement is subject to the provisions, terms and conditions of the Agreement which has been or may be negotiated between the City and the Union recognized as the exclusive collective bargaining representative on Citywide matters which must be uniform for specified employees, including the employees covered by this Agreement.

Employees in Rule X titles shall receive the benefits of the *Citywide Agreement* unless otherwise specifically excluded herein.

Section 2.

Pursuant to the 2002-2005 agreement between the parties, Lincoln's Birthday shall continue to be a regular holiday with pay for employees covered by this agreement.

ARTICLE XXI - 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.

WHEREFORE, we have hereunto set our hands and seals this **27th day of December 2021**.

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

FOR LOCAL 246, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

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

BY: _____/s/_____
JOSEPH A. COLANGELO
President

FOR NEW YORK CITY HEALTH + HOSPITALS

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

APPROVED AS TO FORM:

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

UNIT: Automotive Service Worker

TERM: December 7, 2017 through July 6, 2021

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

December 27, 2021

Mr. Joseph A. Colangelo
President
Local 246, SEIU
217 Broadway - Room 501
New York, New York 10007

RE: 2017-2021 Auto Service Worker Agreement

Dear Mr. Colangelo:

Pursuant to Article X, Section 1 of the labor agreement between the parties dated for the duration of the term of said agreement, the term "Geographic Location" shall have the following meaning in the following administrations and/or departments.

In the Sanitation Department the term geographic location shall mean a "zone", i.e., a borough shop and its satellite garages.

The borough shops and satellite garages are presently designated as follows:

Manhattan Command

Borough Shop, M1, M2, M3, M3A, M4, M4A, M5, M6, M7, M8, M8A, M9, M10, M11, M12, Manhattan Lot Cleaning

Bronx Command

Borough Shop, BX1, BX2, BX3, BX3A, BX4, BX5, BX6, BX6A, BX7, BX8, BX9, BX10, BX11, BX12, Bronx Lot Cleaning

Queens Command

Queens North Borough Shop, BKN1, BKN2, BKN3, BKN4, BKW6, BKSA, QW1, QW2, QW3, QW4, QW5, QW5A, QW6, QN7, QN7A, QW9, QN11B, QN13A, Enforcement.

Cioffe Command

Cioffe Borough Shop, BKN5, BKS7, BKN8, BKS9, BKS10, BKS11, BKS12, BKS13, BKS14, BKS15, BKS15A, BKS16, BKS17, BKS18, BK Lot Cleaning, Derelict Vehicle Operations, QN8, QN10, QN12, QS13, QS14.

Richmond Command

Richmond Borough Shop, R1, R2, R3, Transfer Station and Plant 1

Central Repair Shop - 5th Floor Operations

Special Chassis Shop, Forge Shop, Body Shop and Passenger Car Shop.

Central Repair Shop - 4th Floor Operations

Major Component Shop, Minor Component Shop, Motor Room and Machine Shop.

In the Police Department "geographic locations" shall be co-extensions with the following subgroups:

1. All shops within the borough of the Bronx.
2. All shops within the borough of Manhattan.
3. All shops within the borough of Brooklyn.
4. All shops within the borough of Staten Island.
5. The Central Repair Shop in Queens.
6. All other shops in the borough of Queens.

For the Fire Department "Geographic Locations" shall include:

35th Street (Fire), Pumper Section, Chiefs Cars, Ladder Section, Machine Shop, Electrical Shop, Randalls Island Preventive Maintenance, Tire Shop.

58th Street (EMS), Support Shop, Ambulance Shop, Body Repair Section, Satellite Shops:

1. Coney Island
2. Seaview
3. Gouverneur
4. Jacobi
5. Randalls Island

Very truly yours,

/s/

Renee Campion

Agreed and Accepted on Behalf of SEIU Local 246,

BY: _____/s/_____
Joseph A. Colangelo, President

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

December 27, 2021
Mr. Joseph A. Colangelo
President
Local 246, SEIU
217 Broadway - Room 501
New York, New York 10007

Re: 2017-2021 Auto Service Worker Agreement

Dear Mr. Colangelo:

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

For the purposes of Article III Section 4(c)(i), "approved leave" is further defined to include:

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

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

Very truly yours,

/s/

Renee Campion

Agreed and Accepted on Behalf of SEIU Local 246,

BY: _____/s/_____
Joseph A. Colangelo, President

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

December 27, 2021
Mr. Joseph A. Colangelo
President
Local 246, SEIU
217 Broadway - Room 501
New York, New York 10007

Re: 2017-2021 Auto Service Worker Agreement

Dear Mr. Colangelo:

This is to confirm the understanding of the parties that nothing in this agreement shall preclude the parties from their continuing discussions to identify, review, recommend, and develop initiatives that will generate workplace savings, maximize the potential of the City workforce, and ensure the provision of essential services, while at the same time providing increased compensation for the workforce. These discussions may include proposals related to the use of personal equipment to increase worker productivity and efficiency. Any claim that either party has of enforcement of a mutually agreed upon savings proposal shall be submitted to an expedited arbitration panel with the assistance of the Office of Collective Bargaining. The expedited arbitration panel shall not be used to decide the substance, merit, or value of either of the parties' specific savings proposals.

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

Very truly yours,

/s/

Renee Campion

Agreed and Accepted on Behalf of SEIU Local 246,

BY: _____/s/_____
Joseph A. Colangelo, President

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

December 27, 2021
Joseph Colangelo
President
SEIU Local 246
217 Broadway, Suite 501
New York, NY 10007

Re: Direct Deposit 2017-2021 Auto Service Worker

Dear Mr. Colangelo:

This is to confirm the understanding and agreement of the parties concerning enrollment in direct deposit for employees covered under the Auto Service Worker Agreement for the period December 7, 2017 through July 6, 2021.

Effective September 6, 2019, the employer may require that all newly hired employees be paid exclusively through direct deposit or electronic funds transfer. For employees on direct deposit, the employer may provide stubs electronically except where the employee has requested in writing to receive a printed pay stub.

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

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

Very truly yours,

/s/

Renee Campion

Agreed and Accepted on Behalf of SEIU Local 246,

BY: _____/s/_____
Joseph A. Colangelo, President

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

December 27, 2021
Joseph Colangelo
President
SEIU Local 246
217 Broadway, Suite 501
New York, NY 10007

Re: Paid Family Leave 2017-2021 Auto Service Worker Agreement

Dear Mr. Colangelo:

This is to confirm the understanding and agreement of the parties concerning paid family leave for employees covered by the Auto Service Worker for the period December 7, 2017 through July 6, 2021.

The parties agree to "opt in" to the New York State Paid Family Leave Program, as implemented by the City of New York, as soon as practicable, and agree to take the necessary steps to implement, subject to ratification by the membership.

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

Very truly yours,

/s/

Renee Campion

Agreed and Accepted on Behalf of SEIU Local 246,

BY: _____/s/_____
Joseph A. Colangelo, President

⤵ j6

New York City Health and Hospitals Corporation (d/b/a NYC Health + Hospitals ("NYC H+H")) (hereinafter referred to jointly as the "Employer"), and **District Council 37, AFSCME, AFL-CIO** (hereinafter referred to as the "Union"), for the ninety(90) month and twenty-three (23) day period from March 3, 2010 to September 25, 2017.

WITNESSETH:

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether 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):

Title Code	Title
40510, 405100	Accountant
09521	Accountant (JOP)
40710	Actuary
40731	Actuarial Specialist, Level I and I-A
40505, 405050	Assistant Accountant
09523	Assistant Accountant (JOP)
40705	Assistant Actuary
40905	Assistant Economist ***
09526	Assistant Research Aide (JOP)
40491	Assistant Retirement Benefits Examiner
40605, 406050	Assistant Statistician ***
040010	Assistant Systems Analyst (EDP)
12646	Assistant Systems Analyst (Finance)
039310	Assistant Systems Analyst (Finance)
40481	Assistant Workers' Compensation Benefits Examiner
40517, 405170	Associate Accountant
40527, 405270	Associate Bookkeeper ***
60861	Associate Business Promotion Coordinator ***
40503, 09762	Associate Management Auditor ***
40493	Associate Retirement Benefits Examiner
40522	Associate Tax Auditor
40483	Associate Workers' Compensation Benefits Examiner
40526, 405260,	Bookkeeper (Level I, II, III)
360	
60860	Business Promotion Coordinator (Level I, II, III)
06748*, 13693	Certified Applications Developer
06749*, 13694	Certified Database Administrator
06746*, 13691	Certified Local Area Network Administrator
06747*, 13692	Certified Wide Area Network Administrator
13641	Certified IT Administrator (LAN)***
13642	Certified IT Administrator (WAN)***
13652	Certified IT Administrator (LAN/WAN)
13643	Certified IT Developer (Applications)
13644	Certified IT Administrator (Database)
40523	City Tax Auditor
1020B	College Aide (Level II, III)*
13620, 961410,	Computer Aide
20	
13621, 961310,	Computer Associate (Operations)
20, 30	
13631, 963110,	Computer Associate (Software)
20, 30	
13511	Computer Operator
13651, 961110,	Computer Programmer Analyst
20	
13650, 961500	Computer Programmer Analyst Trainee
13530	Computer Programmer
13615	Computer Service Technician
13632, 966710,	Computer Specialist (Software)
20	
13622	Computer Specialist (Operations)
40910	Economist (Level I, II, III)
001040, 001050	Health Information Management Specialist**
13125	Income Tax Systems Analyst
40925	Investment Analyst

2010 - 2017 Accounting and EDP Unit Agreement

AGREEMENT entered into this 16th day of December, 2021, by and between the **City of New York** and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the

40924	Investment Analyst Trainee ***
40501, 09764	Management Auditor Trainee
40502	Management Auditor (Level I, II)
13514	Principal Computer Operator
13550	Principal Computer Programmer
40495	Principal Retirement Benefits Examiner
40625, 406250	Principal Statistician ***
60910, 609100	Research Assistant
40492	Retirement Benefits Examiner
40515, 405150	Senior Accountant
40715	Senior Actuary
40725	Senior Actuary (Group Chief)
002630	Senior Associate Accountant
40915	Senior Economist ***
40926	Senior Investment Analyst ***
40615, 406150	Senior Statistician ***
040030	Senior Systems Analyst (EDP)
039330	Senior Systems Analyst (Finance)
40610, 03719, 406100	Statistician (Level I, II, III)
40520	Supervising Accountant
13513	Supervising Computer Operator
13616	Supervising Computer Service Technician
40920	Supervising Economist ***
40927	Supervising Investment Analyst ***
06602	Systems Administrator (CFB)
040020	Systems Analyst (EDP)
039320	Systems Analyst (Finance)
40521	Tax Auditor
20243, 966210, 20	Telecommunications Associate***
20245	Telecommunications Specialist***
20246, 202410-30	Telecommunications Associate (Data)
20247, 202510-30	Telecommunications Associate (Voice)
20248, 202440	Telecommunications Specialist (Data)
20249, 202540	Telecommunications Specialist (Voice)
40482	Workers' Compensation Benefits Examiner

*Certified December 10, 2013 – OCB Docket #AC-68-12
 **Certified March 26, 2015 – OCB Docket #AC-1596-15
 *** To be deleted.

Section 2.

The terms “employee” and “employees” as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

ARTICLE II - DUES CHECKOFF

Section 1.

- a. The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each employee in accordance with the Mayor’s Executive Order No. 98, dated May 15, 1969, entitled “Regulations Relating to the Checkoff of Union Dues” and in accordance with the Mayor’s Executive Order No. 107, dated December 29, 1986 entitled “Procedures for Orderly Payroll Checkoff 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 35 hours. In accordance with Article IX,

Section 24 of the 1995 – 2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.

- c. Employees who work on a part-time per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate 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 - 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.

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

TITLE	Effective 3/3/10		
	i. Minimum		
	(1)	(2)	ii.
	Hiring Rate*	Incumbent Rate	Maximum Rate
Accountant			
Level I	\$38,303	\$44,048	\$57,533
Level II	\$47,228	\$54,312	\$75,555
Accountant (JOP)	\$38,303	\$44,048	\$57,533
Actuarial Specialist Level I	\$38,303	\$44,048	\$75,555
Actuarial Specialist Level I-A	\$38,303	\$44,048	\$94,680
Actuary ###	\$38,303	\$44,048	\$57,533
Assistant Accountant	\$33,914	\$39,001	\$48,857
Assistant Accountant (JOP)	\$33,914	\$39,001	\$48,857
Assistant Actuary ###	\$33,914	\$39,001	\$48,857
Assistant Economist ###	\$33,914	\$39,001	\$47,336
Assistant Systems Analyst (EDP) ##	\$27,738	\$31,899	\$59,067
Assistant Systems Analyst (Finance)	\$27,738	\$31,899	\$59,067
Assistant Systems Analyst (Finance) ##	\$27,738	\$31,899	\$59,067
Assistant Research Aide (JOP)	\$31,321	\$36,019	Flat Rate
Asst. Retirement Benefits Examiner ###			
At Appt.	\$34,898	\$40,133	Flat Rate
After 1 yr.	\$36,694	\$42,198	\$47,080
Assistant Statistician	\$33,914	\$39,001	\$48,857
Asst. Workers' Comp. Benefits Examiner			
At Appt.	\$34,898	\$40,133	Flat Rate
After 1 yr.	\$36,694	\$42,198	\$47,080
Associate Accountant ###	\$47,228	\$54,312	\$75,555
Associate Bookkeeper ###	\$39,376	\$45,282	\$57,412
Associate Business Promotion Coordinator ###			
Level I	\$54,087	\$62,200	\$67,236
Level II	\$58,468	\$67,238	\$80,675
Associate Management Auditor ###	\$54,684	\$62,887	\$82,715
Assoc. Retirement Benefits Examiner			
Level I	\$39,979	\$45,976	\$57,560
Level II	\$43,266	\$49,756	\$64,067
Level III	\$50,963	\$58,608	\$73,737
Associate Tax Auditor ###	\$47,228	\$54,312	\$75,555

Assoc. Workers' Comp. Benefits Examiner ###	\$43,266	\$49,756	\$64,067	Level III	\$64,571	\$74,257	\$94,528
Bookkeeper				Computer Operator	\$30,622	\$35,215	\$45,678
Level I	\$32,345	\$37,197	\$42,858	Computer Programmer Analyst ##			
Level II	\$36,564	\$42,049	\$48,515	Level I	\$43,197	\$49,676	\$59,642
Level III	\$39,376	\$45,282	\$57,412	Level II	\$50,393	\$57,952	\$70,607
Business Promotion Coordinator				Computer Programmer Analyst Trainee ####	\$34,588	\$39,776	Flat Rate
Level I	\$35,686	\$41,039	\$61,359	Computer Programmer	\$40,246	\$46,283	\$60,823
Level II	\$54,087	\$62,200	\$67,236	Computer Service Technician			
Level III	\$58,468	\$67,238	\$80,675	Level I	\$34,563	\$39,747	\$44,739
Certified Applications Developer ##				Level II	\$37,439	\$43,055	\$55,553
Level I	\$69,097	\$79,462	\$93,867	Computer Specialist (Software) ##			
Level II	\$71,982	\$82,779	\$101,080	Level I	\$69,097	\$79,462	\$86,117
Level III	\$77,733	\$89,393	\$109,925	Level II	\$71,982	\$82,779	\$92,738
Level IV	\$83,388	\$95,896	\$125,864	Level III	\$77,733	\$89,393	\$100,849
Certified Database Administrator##				Level IV	\$83,388	\$95,896	\$115,470
Level I	\$69,097	\$79,462	\$93,867	Computer Specialist (Operations) ##	\$64,609	\$74,300	\$100,849
Level II	\$71,982	\$82,779	\$101,080	Economist			
Level III	\$77,733	\$89,393	\$109,925	Level I	\$38,303	\$44,048	\$57,959
Level IV	\$83,388	\$95,896	\$125,864	Level II	\$47,228	\$54,312	\$71,550
Certified Local Area Network Administrator ##				Level III	\$50,103	\$57,618	\$78,208
Level I	\$69,097	\$79,462	\$93,867	Income Tax Systems Analyst	\$51,973	\$59,769	\$77,015
Level II	\$71,982	\$82,779	\$101,080	Investment Analyst			
Level III	\$77,733	\$89,393	\$109,925	Level I	\$38,303	\$44,048	\$56,967
Level IV	\$83,388	\$95,896	\$125,864	Level II	\$47,228	\$54,312	\$71,550
Certified Wide Area Network Administrator ##				Level III	\$58,448	\$67,215	\$84,902
Level I	\$69,097	\$79,462	\$93,867	Investment Analyst Trainee ###	\$33,940	\$39,031	Flat Rate
Level II	\$71,982	\$82,779	\$101,080	Management Auditor Trainee	\$38,303	\$44,048	Flat Rate
Level III	\$77,733	\$89,393	\$109,925	Management Auditor			
Level IV	\$83,388	\$95,896	\$125,864	Level I	\$47,228	\$54,312	\$75,555
Certified IT Administrator (LAN)				Level II	\$54,684	\$62,887	\$82,715
Level I	\$69,097	\$79,462	\$93,867	Principal Computer Operator	\$44,422	\$51,085	\$66,545
Level II	\$71,982	\$82,779	\$101,080	Principal Computer Programmer	\$51,540	\$59,271	\$73,406
Level III	\$77,733	\$89,393	\$109,925	Principal Retirement Benefits Examiner ###	\$50,963	\$58,608	\$73,737
Level IV	\$83,388	\$95,896	\$125,864	Principal Statistician	\$50,103	\$57,618	\$75,555
Certified IT Administrator (WAN)				Research Assistant	\$38,303	\$44,048	\$57,959
Level I	\$69,097	\$79,462	\$93,867	Retirement Benefits Examiner	\$39,979	\$45,976	\$57,560
Level II	\$71,982	\$82,779	\$101,080	Senior Accountant #	\$42,402	\$48,762	\$67,382
Level III	\$77,733	\$89,393	\$109,925	Senior Actuary ###	\$42,402	\$48,762	\$67,382
Level IV	\$83,388	\$95,896	\$125,864	Senior Actuary (Group Chief) ###	\$47,228	\$54,312	\$75,555
Certified IT Developer (Applications)				Senior Associate Accountant	\$60,176	\$69,202	\$87,612
Level I	\$69,097	\$79,462	\$93,867	Senior Economist ###	\$47,228	\$54,312	\$71,550
Level II	\$71,982	\$82,779	\$101,080	Senior Investment Analyst ###	\$47,228	\$54,312	\$71,550
Level III	\$77,733	\$89,393	\$109,925	Senior Statistician	\$42,402	\$48,762	\$67,382
Level IV	\$83,388	\$95,896	\$125,864	Senior Systems Analyst (EDP) ##	\$33,203	\$38,183	\$71,320
Certified IT Administrator (Database)				Senior Systems Analyst (EDP) (HMH) @	\$33,203	\$38,183	\$71,320
Level I	\$69,097	\$79,462	\$93,867	Senior Systems Analyst (Finance) ##	\$33,203	\$38,183	\$71,320
Level II	\$71,982	\$82,779	\$101,080	Statistician			
Level III	\$77,733	\$89,393	\$109,925	Level I	\$38,303	\$44,048	\$57,533
Level IV	\$83,388	\$95,896	\$125,864	Level II	\$42,402	\$48,762	\$67,382
City Tax Auditor **, ##				Level III	\$50,103	\$57,618	\$75,555
Level I	\$38,303	\$44,048	\$57,533	Supervising Accountant #	\$53,555	\$61,588	\$83,988
Level II	\$47,228	\$54,312	\$75,555	Supervising Computer Operator	\$39,018	\$44,871	\$62,200
Computer Aide ##				Supervising Computer Service Technician	\$51,830	\$59,604	\$77,224
Level I	\$34,563	\$39,747	\$44,739	Supervising Economist ###	\$50,103	\$57,618	\$78,208
Level II	\$37,439	\$43,055	\$55,553	Supervising Investment Analyst ###	\$58,448	\$67,215	\$84,902
Computer Associate (Operations) ##				Systems Administrator (CFB)			
Level I	\$43,197	\$49,676	\$62,943	Level I	\$29,354	\$33,757	\$50,669
Level II	\$51,830	\$59,604	\$77,224	Level II	\$37,977	\$43,674	\$72,777
Level III	\$61,853	\$71,131	\$94,528	Level III	\$46,325	\$53,274	\$95,421
Computer Associate (Software) ##				Systems Analyst (EDP) ##	\$30,018	\$34,521	\$63,394
Level I	\$56,151	\$64,574	\$77,844	Systems Analyst (Finance) ##	\$30,018	\$34,521	\$63,394
Level II	\$60,460	\$69,529	\$84,151	Tax Auditor ###	\$38,303	\$44,048	\$57,533

Telecommunications Associate ###				
Level I	\$36,587	\$42,075	\$63,605	
Level II	\$51,053	\$58,711	\$69,969	
Level III	\$54,867	\$63,097	\$76,326	
Telecommunications Associate (Data)				
Level I	\$36,587	\$42,075	\$63,605	
Level II	\$51,053	\$58,711	\$69,969	
Level III	\$54,867	\$63,097	\$76,326	
Level IV	\$61,266	\$70,456	\$95,630	
Telecommunications Associate (Voice)				
Level I	\$36,587	\$42,075	\$63,605	
Level II	\$51,053	\$58,711	\$69,969	
Level III	\$54,867	\$63,097	\$76,326	
Level IV	\$61,266	\$70,456	\$95,630	
Telecommunications Specialist ###				
Telecommunications Specialist (Data)	\$61,266	\$70,456	\$95,630	
Telecommunications Specialist (Voice)	\$61,266	\$70,456	\$95,630	
Workers' Compensation Benefits Examiner				
Level Ia	\$34,898	\$40,133	Flat Rate	
Level Ib	\$36,694	\$42,198	\$47,080	
Level II	\$39,979	\$45,976	\$57,560	
Level III	\$43,266	\$49,756	\$64,067	

* Employees hired on or after 3/3/10 shall be paid the hiring rate effective 3/3/10. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated hiring rate.

** Upon completion of one year of satisfactory service in the title, employees shall be granted a \$1,000 per annum salary increase. However, in no case shall the salary of the employee exceed the maximum salary of the title. (CITY TAX AUDITOR LEVEL I ONLY)

For present incumbents only

Each appointment to this position above the March 3, 2010 hiring rate will be handled on a case by case basis.

To be deleted.

This is a trainee class of positions with a twelve (12) month term for all employees. Trainees who satisfactorily complete the required trainee term in this class of positions will receive permanent appointment to the title of Computer Programmer Analyst.

@ Established pursuant to DCAS Resolution # 2007-7 dated August 1, 2007. For incumbents of this title who are transferred from HHC to HMH only. No new appointments shall be made to this title.

+ Certified pursuant to Board of Certification Decision 6 OCB2d 32 dated December 10, 2013.

b.) Effective 9/3/11

TITLE	i. Minimum			ii. Maximum Rate
	Hiring Rate*	Incumbent Rate	Rate	
Accountant				
Level I	\$38,685	\$44,488	\$58,108	
Level II	\$47,700	\$54,855	\$76,311	
Accountant (JOP)	\$38,685	\$44,488	\$58,108	
Actuarial Specialist Level I	\$38,685	\$44,488	\$76,311	
Actuarial Specialist Level I-A	\$38,685	\$44,488	\$95,627	
Actuary ###	\$38,685	\$44,488	\$58,108	
Assistant Accountant	\$34,253	\$39,391	\$49,346	
Assistant Accountant (JOP)	\$34,253	\$39,391	\$49,346	
Assistant Actuary ###	\$34,253	\$39,391	\$49,346	
Assistant Economist ###	\$34,253	\$39,391	\$47,809	

Assistant Systems Analyst (EDP) ##			
	\$28,016	\$32,218	\$59,658
Assistant Systems Analyst (Finance)			
	\$28,016	\$32,218	\$59,658
Assistant Systems Analyst (Finance) ##			
	\$28,016	\$32,218	\$59,658
Assistant Research Aide (JOP)			
	\$31,634	\$36,379	Flat Rate
Asst. Retirement Benefits Examiner ###			
At Appt.	\$35,247	\$40,534	Flat Rate
After 1 yr.	\$37,061	\$42,620	\$47,551
Assistant Statistician			
	\$34,253	\$39,391	\$49,346
Asst. Workers' Comp. Benefits Examiner			
At Appt.	\$35,247	\$40,534	Flat Rate
After 1 yr.	\$37,061	\$42,620	\$47,551
Associate Accountant ###			
	\$47,700	\$54,855	\$76,311
Associate Bookkeeper ###			
	\$39,770	\$45,735	\$57,986
Associate Business Promotion Coordinator ###			
Level I	\$54,628	\$62,822	\$67,908
Level II	\$59,052	\$67,910	\$81,482
Associate Management Auditor ###			
	\$55,231	\$63,516	\$83,542
Assoc. Retirement Benefits Examiner			
Level I	\$40,379	\$46,436	\$58,136
Level II	\$43,699	\$50,254	\$64,708
Level III	\$51,473	\$59,194	\$74,474
Associate Tax Auditor ###			
	\$47,700	\$54,855	\$76,311
Assoc. Workers' Comp. Benefits Examiner ###			
	\$43,699	\$50,254	\$64,708
Bookkeeper			
Level I	\$32,669	\$37,569	\$43,287
Level II	\$36,930	\$42,469	\$49,000
Level III	\$39,770	\$45,735	\$57,986
Business Promotion Coordinator			
Level I	\$36,043	\$41,449	\$61,973
Level II	\$54,628	\$62,822	\$67,908
Level III	\$59,052	\$67,910	\$81,482
Certified Applications Developer ##			
Level I	\$69,789	\$80,257	\$94,806
Level II	\$72,702	\$83,607	\$102,091
Level III	\$78,510	\$90,287	\$111,024
Level IV	\$84,222	\$96,855	\$127,123
Certified Database Administrator##			
Level I	\$69,789	\$80,257	\$94,806
Level II	\$72,702	\$83,607	\$102,091
Level III	\$78,510	\$90,287	\$111,024
Level IV	\$84,222	\$96,855	\$127,123
Certified Local Area Network Administrator ##			
Level I	\$69,789	\$80,257	\$94,806
Level II	\$72,702	\$83,607	\$102,091
Level III	\$78,510	\$90,287	\$111,024
Level IV	\$84,222	\$96,855	\$127,123
Certified Wide Area Network Administrator ##			
Level I	\$69,789	\$80,257	\$94,806
Level II	\$72,702	\$83,607	\$102,091
Level III	\$78,510	\$90,287	\$111,024
Level IV	\$84,222	\$96,855	\$127,123
Certified IT Administrator (LAN)			
Level I	\$69,789	\$80,257	\$94,806
Level II	\$72,702	\$83,607	\$102,091
Level III	\$78,510	\$90,287	\$111,024
Level IV	\$84,222	\$96,855	\$127,123
Certified IT Administrator (WAN)			
Level I	\$69,789	\$80,257	\$94,806
Level II	\$72,702	\$83,607	\$102,091

Level III	\$78,510	\$90,287	\$111,024
Level IV	\$84,222	\$96,855	\$127,123
Certified IT Developer (Applications)			
Level I	\$69,789	\$80,257	\$94,806
Level II	\$72,702	\$83,607	\$102,091
Level III	\$78,510	\$90,287	\$111,024
Level IV	\$84,222	\$96,855	\$127,123
Certified IT Administrator (Database)			
Level I	\$69,789	\$80,257	\$94,806
Level II	\$72,702	\$83,607	\$102,091
Level III	\$78,510	\$90,287	\$111,024
Level IV	\$84,222	\$96,855	\$127,123
City Tax Auditor **, ##			
Level I	\$38,685	\$44,488	\$58,108
Level II	\$47,700	\$54,855	\$76,311
Computer Aide ##			
Level I	\$34,908	\$40,144	\$45,186
Level II	\$37,814	\$43,486	\$56,109
Computer Associate (Operations) ##			
Level I	\$43,629	\$50,173	\$63,572
Level II	\$52,348	\$60,200	\$77,996
Level III	\$62,471	\$71,842	\$95,473
Computer Associate (Software) ##			
Level I	\$56,713	\$65,220	\$78,622
Level II	\$61,064	\$70,224	\$84,993
Level III	\$65,217	\$75,000	\$95,473
Computer Operator	\$30,928	\$35,567	\$46,135
Computer Programmer Analyst ##			
Level I	\$43,629	\$50,173	\$60,238
Level II	\$50,897	\$58,532	\$71,313
Computer Programmer Analyst Trainee ####	\$34,934	\$40,174	Flat Rate
Computer Programmer	\$40,649	\$46,746	\$61,431
Computer Service Technician			
Level I	\$34,908	\$40,144	\$45,186
Level II	\$37,814	\$43,486	\$56,109
Computer Specialist (Software) ##			
Level I	\$69,789	\$80,257	\$86,978
Level II	\$72,702	\$83,607	\$93,665
Level III	\$78,510	\$90,287	\$101,857
Level IV	\$84,222	\$96,855	\$116,625
Computer Specialist (Operations) ##	\$65,255	\$75,043	\$101,857
Economist			
Level I	\$38,685	\$44,488	\$58,539
Level II	\$47,700	\$54,855	\$72,266
Level III	\$50,603	\$58,194	\$78,990
Income Tax Systems Analyst	\$52,493	\$60,367	\$77,785
Investment Analyst			
Level I	\$38,685	\$44,488	\$57,537
Level II	\$47,700	\$54,855	\$72,266
Level III	\$59,032	\$67,887	\$85,751
Investment Analyst Trainee ###	\$34,279	\$39,421	Flat Rate
Management Auditor Trainee	\$38,685	\$44,488	Flat Rate
Management Auditor			
Level I	\$47,700	\$54,855	\$76,311
Level II	\$55,231	\$63,516	\$83,542
Principal Computer Operator	\$44,866	\$51,596	\$67,210
Principal Computer Programmer	\$52,056	\$59,864	\$74,140
Principal Retirement Benefits Examiner ###	\$51,473	\$59,194	\$74,474
Principal Statistician	\$50,603	\$58,194	\$76,311
Research Assistant	\$38,685	\$44,488	\$58,539
Retirement Benefits Examiner	\$40,379	\$46,436	\$58,136
Senior Accountant #	\$42,826	\$49,250	\$68,056
Senior Actuary ###	\$42,826	\$49,250	\$68,056

Senior Actuary (Group Chief) ###	\$47,700	\$54,855	\$76,311
Senior Associate Accountant	\$60,777	\$69,894	\$88,488
Senior Economist ###	\$47,700	\$54,855	\$72,266
Senior Investment Analyst ###	\$47,700	\$54,855	\$72,266
Senior Statistician	\$42,826	\$49,250	\$68,056
Senior Systems Analyst (EDP) ##	\$33,535	\$38,565	\$72,033
Senior Systems Analyst (EDP) (HMH) @	\$33,535	\$38,565	\$72,033
Senior Systems Analyst (Finance) ##	\$33,535	\$38,565	\$72,033
Statistician			
Level I	\$38,685	\$44,488	\$58,108
Level II	\$42,826	\$49,250	\$68,056
Level III	\$50,603	\$58,194	\$76,311
Supervising Accountant #	\$54,090	\$62,204	\$84,828
Supervising Computer Operator	\$39,409	\$45,320	\$62,822
Supervising Computer Service Technician	\$52,348	\$60,200	\$77,996
Supervising Economist ###	\$50,603	\$58,194	\$78,990
Supervising Investment Analyst ###	\$59,032	\$67,887	\$85,751
Systems Administrator (CFB)			
Level I	\$29,648	\$34,095	\$51,176
Level II	\$38,357	\$44,111	\$73,505
Level III	\$46,789	\$53,807	\$96,375
Systems Analyst (EDP) ##	\$30,318	\$34,866	\$64,028
Systems Analyst (Finance) ##	\$30,318	\$34,866	\$64,028
Tax Auditor ###	\$38,685	\$44,488	\$58,108
Telecommunications Associate ###			
Level I	\$36,953	\$42,496	\$64,241
Level II	\$51,563	\$59,298	\$70,669
Level III	\$55,416	\$63,728	\$77,089
Telecommunications Associate (Data)			
Level I	\$36,953	\$42,496	\$64,241
Level II	\$51,563	\$59,298	\$70,669
Level III	\$55,416	\$63,728	\$77,089
Level IV	\$61,879	\$71,161	\$96,586
Telecommunications Associate (Voice)			
Level I	\$36,953	\$42,496	\$64,241
Level II	\$51,563	\$59,298	\$70,669
Level III	\$55,416	\$63,728	\$77,089
Level IV	\$61,879	\$71,161	\$96,586
Telecommunications Specialist ###	\$61,879	\$71,161	\$96,586
Telecommunications Specialist (Data)	\$61,879	\$71,161	\$96,586
Telecommunications Specialist (Voice)	\$61,879	\$71,161	\$96,586
Workers' Compensation Benefits Examiner			
Level Ia	\$35,247	\$40,534	Flat Rate
Level Ib	\$37,061	\$42,620	\$47,551
Level II	\$40,379	\$46,436	\$58,136
Level III	\$43,699	\$50,254	\$64,708

* Employees hired on or after 9/3/11 shall be paid the hiring rate effective 9/3/11. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated hiring rate.

** Upon completion of one year of satisfactory service in the title, employees shall be granted a \$1,000 per annum salary increase. However, in no case shall the salary of the employee exceed the maximum salary of the title. (CITY TAX AUDITOR LEVEL I ONLY)

For present incumbents only

Each appointment to this position above the September 3, 2011 hiring rate will be handled on a case by case basis.

To be deleted.
 ##### This is a trainee class of positions with a twelve (12) month term for all employees. Trainees who satisfactorily complete the required trainee term in this class of positions will receive permanent appointment to the title of Computer Programmer Analyst.
 @ Established pursuant to DCAS Resolution # 2007-7 dated August 1, 2007. For incumbents of this title who are transferred from HHC to HMH only. No new appointments shall be made to this title.
 + Certified pursuant to Board of Certification Decision 6 OCB2d 32 dated December 10, 2013.

c.) Effective 9/3/12

TITLE	i. Minimum		ii. Maximum
	(1) Hiring Rate*	(2) Incumbent Rate	
Accountant			
Level I	\$39,072	\$44,933	\$58,689
Level II	\$48,177	\$55,404	\$77,074
Accountant (JOP)	\$39,072	\$44,933	\$58,689
Actuarial Specialist Level I	\$39,072	\$44,933	\$77,074
Actuarial Specialist Level I-A	\$39,072	\$44,933	\$96,583
Actuary ###	\$39,072	\$44,933	\$58,689
Assistant Accountant	\$34,596	\$39,785	\$49,839
Assistant Accountant (JOP)	\$34,596	\$39,785	\$49,839
Assistant Actuary ###	\$34,596	\$39,785	\$49,839
Assistant Economist ###	\$34,596	\$39,785	\$48,287
Assistant Systems Analyst (EDP) ##	\$28,296	\$32,540	\$60,255
Assistant Systems Analyst (Finance)	\$28,296	\$32,540	\$60,255
Assistant Systems Analyst (Finance) ##	\$28,296	\$32,540	\$60,255
Assistant Research Aide (JOP)	\$31,950	\$36,743	Flat Rate
Asst. Retirement Benefits Examiner ###			
At Appt.	\$35,599	\$40,939	Flat Rate
After 1 yr.	\$37,431	\$43,046	\$48,027
Assistant Statistician	\$34,596	\$39,785	\$49,839
Asst. Workers' Comp. Benefits Examiner			
At Appt.	\$35,599	\$40,939	Flat Rate
After 1 yr.	\$37,431	\$43,046	\$48,027
Associate Accountant ###	\$48,177	\$55,404	\$77,074
Associate Bookkeeper ###	\$40,167	\$46,192	\$58,566
Associate Business Promotion Coordinator ###			
Level I	\$55,174	\$63,450	\$68,587
Level II	\$59,643	\$68,589	\$82,297
Associate Management Auditor ###	\$55,783	\$64,151	\$84,377
Assoc. Retirement Benefits Examiner			
Level I	\$40,783	\$46,900	\$58,717
Level II	\$44,137	\$50,757	\$65,355
Level III	\$51,988	\$59,786	\$75,219
Associate Tax Auditor ###	\$48,177	\$55,404	\$77,074
Assoc. Workers' Comp. Benefits Examiner ###	\$44,137	\$50,757	\$65,355
Bookkeeper			
Level I	\$32,996	\$37,945	\$43,720
Level II	\$37,299	\$42,894	\$49,490
Level III	\$40,167	\$46,192	\$58,566
Business Promotion Coordinator			
Level I	\$36,403	\$41,863	\$62,593
Level II	\$55,174	\$63,450	\$68,587
Level III	\$59,643	\$68,589	\$82,297
Certified Applications Developer ##			
Level I	\$70,487	\$81,060	\$95,754
Level II	\$73,429	\$84,443	\$103,112
Level III	\$79,296	\$91,190	\$112,134
Level IV	\$85,064	\$97,824	\$128,394

Certified Database Administrator##			
Level I	\$70,487	\$81,060	\$95,754
Level II	\$73,429	\$84,443	\$103,112
Level III	\$79,296	\$91,190	\$112,134
Level IV	\$85,064	\$97,824	\$128,394
Certified Local Area Network Administrator ##			
Level I	\$70,487	\$81,060	\$95,754
Level II	\$73,429	\$84,443	\$103,112
Level III	\$79,296	\$91,190	\$112,134
Level IV	\$85,064	\$97,824	\$128,394
Certified Wide Area Network Administrator ##			
Level I	\$70,487	\$81,060	\$95,754
Level II	\$73,429	\$84,443	\$103,112
Level III	\$79,296	\$91,190	\$112,134
Level IV	\$85,064	\$97,824	\$128,394
Certified IT Administrator (LAN)			
Level I	\$70,487	\$81,060	\$95,754
Level II	\$73,429	\$84,443	\$103,112
Level III	\$79,296	\$91,190	\$112,134
Level IV	\$85,064	\$97,824	\$128,394
Certified IT Administrator (WAN)			
Level I	\$70,487	\$81,060	\$95,754
Level II	\$73,429	\$84,443	\$103,112
Level III	\$79,296	\$91,190	\$112,134
Level IV	\$85,064	\$97,824	\$128,394
Certified IT Developer (Applications)			
Level I	\$70,487	\$81,060	\$95,754
Level II	\$73,429	\$84,443	\$103,112
Level III	\$79,296	\$91,190	\$112,134
Level IV	\$85,064	\$97,824	\$128,394
Certified IT Administrator (Database)			
Level I	\$70,487	\$81,060	\$95,754
Level II	\$73,429	\$84,443	\$103,112
Level III	\$79,296	\$91,190	\$112,134
Level IV	\$85,064	\$97,824	\$128,394
City Tax Auditor **, ##			
Level I	\$39,072	\$44,933	\$58,689
Level II	\$48,177	\$55,404	\$77,074
Computer Aide ##			
Level I	\$35,257	\$40,545	\$45,638
Level II	\$38,192	\$43,921	\$56,670
Computer Associate (Operations) ##			
Level I	\$44,065	\$50,675	\$64,208
Level II	\$52,871	\$60,802	\$78,776
Level III	\$63,096	\$72,560	\$96,428
Computer Associate (Software) ##			
Level I	\$57,280	\$65,872	\$79,408
Level II	\$61,675	\$70,926	\$85,843
Level III	\$65,870	\$75,750	\$96,428
Computer Operator	\$31,237	\$35,923	\$46,596
Computer Programmer Analyst ##			
Level I	\$44,065	\$50,675	\$60,840
Level II	\$51,406	\$59,117	\$72,026
Computer Programmer Analyst Trainee #####	\$35,283	\$40,576	Flat Rate
Computer Programmer	\$41,055	\$47,213	\$62,045
Computer Service Technician			
Level I	\$35,257	\$40,545	\$45,638
Level II	\$38,192	\$43,921	\$56,670
Computer Specialist (Software) ##			
Level I	\$70,487	\$81,060	\$87,848
Level II	\$73,429	\$84,443	\$94,602
Level III	\$79,296	\$91,190	\$102,876
Level IV	\$85,064	\$97,824	\$117,791

Computer Specialist(Operations) ##	\$65,907	\$75,793	\$102,876
Economist			
Level I	\$39,072	\$44,933	\$59,124
Level II	\$48,177	\$55,404	\$72,989
Level III	\$51,110	\$58,776	\$79,780
Income Tax Systems Analyst	\$53,018	\$60,971	\$78,563
Investment Analyst			
Level I	\$39,072	\$44,933	\$58,112
Level II	\$48,177	\$55,404	\$72,989
Level III	\$59,623	\$68,566	\$86,609
Investment Analyst Trainee ###	\$34,622	\$39,815	Flat Rate
Management Auditor Trainee	\$39,072	\$44,933	Flat Rate
Management Auditor			
Level I	\$48,177	\$55,404	\$77,074
Level II	\$55,783	\$64,151	\$84,377
Principal Computer Operator	\$45,315	\$52,112	\$67,882
Principal Computer Programmer	\$52,577	\$60,463	\$74,881
Principal Retirement Benefits Examiner ###	\$51,988	\$59,786	\$75,219
Principal Statistician	\$51,110	\$58,776	\$77,074
Research Assistant	\$39,072	\$44,933	\$59,124
Retirement Benefits Examiner	\$40,783	\$46,900	\$58,717
Senior Accountant #	\$43,255	\$49,743	\$68,737
Senior Actuary ###	\$43,255	\$49,743	\$68,737
Senior Actuary (Group Chief) ###	\$48,177	\$55,404	\$77,074
Senior Associate Accountant	\$61,385	\$70,593	\$89,373
Senior Economist ###	\$48,177	\$55,404	\$72,989
Senior Investment Analyst ###	\$48,177	\$55,404	\$72,989
Senior Statistician	\$43,255	\$49,743	\$68,737
Senior Systems Analyst (EDP) ##	\$33,870	\$38,951	\$72,753
Senior Systems Analyst (EDP) (HMH) @	\$33,870	\$38,951	\$72,753
Senior Systems Analyst (Finance) ##	\$33,870	\$38,951	\$72,753
Statistician			
Level I	\$39,072	\$44,933	\$58,689
Level II	\$43,255	\$49,743	\$68,737
Level III	\$51,110	\$58,776	\$77,074
Supervising Accountant #	\$54,631	\$62,826	\$85,676
Supervising Computer Operator	\$39,803	\$45,773	\$63,450
Supervising Computer Service Technician	\$52,871	\$60,802	\$78,776
Supervising Economist ###	\$51,110	\$58,776	\$79,780
Supervising Investment Analyst ###	\$59,623	\$68,566	\$86,609
Systems Administrator(CFB)			
Level I	\$29,944	\$34,436	\$51,688
Level II	\$38,741	\$44,552	\$74,240
Level III	\$47,257	\$54,345	\$97,339
Systems Analyst (EDP) ##	\$30,622	\$35,215	\$64,668
Systems Analyst (Finance) ##	\$30,622	\$35,215	\$64,668
Tax Auditor ###	\$39,072	\$44,933	\$58,689
Telecommunications Associate ###			
Level I	\$37,323	\$42,921	\$64,883
Level II	\$52,079	\$59,891	\$71,376
Level III	\$55,970	\$64,365	\$77,860
Telecommunications Associate (Data)			
Level I	\$37,323	\$42,921	\$64,883
Level II	\$52,079	\$59,891	\$71,376
Level III	\$55,970	\$64,365	\$77,860
Level IV	\$62,498	\$71,873	\$97,552
Telecommunications Associate (Voice)			
Level I	\$37,323	\$42,921	\$64,883
Level II	\$52,079	\$59,891	\$71,376
Level III	\$55,970	\$64,365	\$77,860
Level IV	\$62,498	\$71,873	\$97,552
Telecommunications Specialist ###	\$62,498	\$71,873	\$97,552

Telecommunications Specialist (Data)	\$62,498	\$71,873	\$97,552
Telecommunications Specialist (Voice)	\$62,498	\$71,873	\$97,552
Workers' Compensation Benefits Examiner			
Level Ia	\$35,599	\$40,939	Flat Rate
Level Ib	\$37,431	\$43,046	\$48,027
Level II	\$40,783	\$46,900	\$58,717
Level III	\$44,137	\$50,757	\$65,355
* Employees hired on or after 9/3/12 shall be paid the hiring rate effective 9/3/12. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated hiring rate.			
** Upon completion of one year of satisfactory service in the title, employees shall be granted a \$1,000 per annum salary increase. However, in no case shall the salary of the employee exceed the maximum salary of the title. (CITY TAX AUDITOR LEVEL I ONLY)			
# For present incumbents only			
## Each appointment to this position above the September 3, 2012 hiring rate will be handled on a case by case basis.			
### To be deleted.			
#### This is a trainee class of positions with a twelve (12) month term for all employees. Trainees who satisfactorily complete the required trainee term in this class of positions will receive permanent appointment to the title of Computer Programmer Analyst.			
@ Established pursuant to DCAS Resolution # 2007-7 dated August 1, 2007. For incumbents of this title who are transferred from HHC to HMH only. No new appointments shall be made to this title.			
+ Certified pursuant to Board of Certification Decision 6 OCB2d 32 dated December 10, 2013.			
d.)	Effective 9/3/13		
	i. Minimum		
	(1)	(2)	ii.
	Hiring Rate*	Incumbent Rate	Maximum Rate
TITLE			
Accountant			
Level I	\$39,463	\$45,382	\$59,276
Level II	\$48,659	\$55,958	\$77,845
Accountant (JOP)	\$39,463	\$45,382	\$59,276
Actuarial Specialist Level I	\$39,463	\$45,382	\$77,845
Actuarial Specialist Level I-A	\$39,463	\$45,382	\$97,549
Actuary ###	\$39,463	\$45,382	\$59,276
Assistant Accountant	\$34,942	\$40,183	\$50,337
Assistant Accountant (JOP)	\$34,942	\$40,183	\$50,337
Assistant Actuary ###	\$34,942	\$40,183	\$50,337
Assistant Economist ###	\$34,942	\$40,183	\$48,770
Assistant Systems Analyst (EDP) ##	\$28,578	\$32,865	\$60,858
Assistant Systems Analyst (Finance)	\$28,578	\$32,865	\$60,858
Assistant Systems Analyst (Finance) ##	\$28,578	\$32,865	\$60,858
Assistant Research Aide (JOP)	\$32,270	\$37,110	Flat Rate
Asst. Retirement Benefits Examiner ###			
At Appt.	\$35,955	\$41,348	Flat Rate
After 1 yr.	\$37,805	\$43,476	\$48,507
Assistant Statistician	\$34,942	\$40,183	\$50,337
Asst. Workers' Comp. Benefits Examiner			
At Appt.	\$35,955	\$41,348	Flat Rate
After 1 yr.	\$37,805	\$43,476	\$48,507
Associate Accountant ###	\$48,659	\$55,958	\$77,845
Associate Bookkeeper ###	\$40,569	\$46,654	\$59,152

Associate Business Promotion Coordinator ###					Graduate	N/A	\$16.77	\$18.00
Level I	\$55,726	\$64,085	\$69,273		College Aide Level III +			
Level II	\$60,239	\$69,275	\$83,120		Undergraduate	N/A	\$14.48	Flat Rate
Associate Management Auditor ###	\$56,342	\$64,793	\$85,221		Graduate	N/A	\$17.35	\$18.57
Assoc. Retirement Benefits Examiner					Computer Aide ##			
Level I	\$41,190	\$47,369	\$59,304		Level I	\$35,609	\$40,950	\$46,094
Level II	\$44,578	\$51,265	\$66,009		Level II	\$38,574	\$44,360	\$57,237
Level III	\$52,508	\$60,384	\$75,971		Computer Associate (Operations) ##			
Associate Tax Auditor ###	\$48,659	\$55,958	\$77,845		Level I	\$44,506	\$51,182	\$64,850
Assoc. Workers' Comp. Benefits Examiner ###	\$44,578	\$51,265	\$66,009		Level II	\$53,400	\$61,410	\$79,564
Bookkeeper					Level III	\$63,727	\$73,286	\$97,392
Level I	\$33,325	\$38,324	\$44,157		Computer Associate (Software) ##			
Level II	\$37,672	\$43,323	\$49,985		Level I	\$57,853	\$66,531	\$80,202
Level III	\$40,569	\$46,654	\$59,152		Level II	\$62,291	\$71,635	\$86,701
Business Promotion Coordinator					Level III	\$66,529	\$76,508	\$97,392
Level I	\$36,767	\$42,282	\$63,219		Computer Operator	\$31,550	\$36,282	\$47,062
Level II	\$55,726	\$64,085	\$69,273		Computer Programmer Analyst ##			
Level III	\$60,239	\$69,275	\$83,120		Level I	\$44,506	\$51,182	\$61,448
Certified Applications Developer ##					Level II	\$51,920	\$59,708	\$72,746
Level I	\$71,192	\$81,871	\$96,712		Computer Programmer Analyst Trainee ####	\$35,637	\$40,982	Flat Rate
Level II	\$74,163	\$85,287	\$104,143		Computer Programmer	\$41,465	\$47,685	\$62,665
Level III	\$80,089	\$92,102	\$113,255		Computer Service Technician			
Level IV	\$85,915	\$98,802	\$129,678		Level I	\$35,609	\$40,950	\$46,094
Certified Database Administrator##					Level II	\$38,574	\$44,360	\$57,237
Level I	\$71,192	\$81,871	\$96,712		Computer Specialist (Software) ##			
Level II	\$74,163	\$85,287	\$104,143		Level I	\$71,192	\$81,871	\$88,726
Level III	\$80,089	\$92,102	\$113,255		Level II	\$74,163	\$85,287	\$95,548
Level IV	\$85,915	\$98,802	\$129,678		Level III	\$80,089	\$92,102	\$103,905
Certified Local Area Network Administrator ##					Level IV	\$85,915	\$98,802	\$118,969
Level I	\$71,192	\$81,871	\$96,712		Computer Specialist(Operations) ##	\$66,566	\$76,551	\$103,905
Level II	\$74,163	\$85,287	\$104,143		Economist			
Level III	\$80,089	\$92,102	\$113,255		Level I	\$39,463	\$45,382	\$59,715
Level IV	\$85,915	\$98,802	\$129,678		Level II	\$48,659	\$55,958	\$73,719
Certified Wide Area Network Administrator ##					Level III	\$51,621	\$59,364	\$80,578
Level I	\$71,192	\$81,871	\$96,712		Income Tax Systems Analyst	\$53,549	\$61,581	\$79,349
Level II	\$74,163	\$85,287	\$104,143		Investment Analyst			
Level III	\$80,089	\$92,102	\$113,255		Level I	\$39,463	\$45,382	\$58,693
Level IV	\$85,915	\$98,802	\$129,678		Level II	\$48,659	\$55,958	\$73,719
Certified IT Administrator (LAN)					Level III	\$60,219	\$69,252	\$87,475
Level I	\$71,192	\$81,871	\$96,712		Investment Analyst Trainee ###	\$34,968	\$40,213	Flat Rate
Level II	\$74,163	\$85,287	\$104,143		Management Auditor Trainee	\$39,463	\$45,382	Flat Rate
Level III	\$80,089	\$92,102	\$113,255		Management Auditor			
Level IV	\$85,915	\$98,802	\$129,678		Level I	\$48,659	\$55,958	\$77,845
Certified IT Administrator (WAN)					Level II	\$56,342	\$64,793	\$85,221
Level I	\$71,192	\$81,871	\$96,712		Principal Computer Operator	\$45,768	\$52,633	\$68,561
Level II	\$74,163	\$85,287	\$104,143		Principal Computer Programmer	\$53,103	\$61,068	\$75,630
Level III	\$80,089	\$92,102	\$113,255		Principal Retirement Benefits Examiner ###	\$52,508	\$60,384	\$75,971
Level IV	\$85,915	\$98,802	\$129,678		Principal Statistician	\$51,621	\$59,364	\$77,845
Certified IT Developer (Applications)					Research Assistant	\$39,463	\$45,382	\$59,715
Level I	\$71,192	\$81,871	\$96,712		Retirement Benefits Examiner	\$41,190	\$47,369	\$59,304
Level II	\$74,163	\$85,287	\$104,143		Senior Accountant #	\$43,687	\$50,240	\$69,424
Level III	\$80,089	\$92,102	\$113,255		Senior Actuary ###	\$43,687	\$50,240	\$69,424
Level IV	\$85,915	\$98,802	\$129,678		Senior Actuary (Group Chief) ###	\$48,659	\$55,958	\$77,845
Certified IT Administrator (Database)					Senior Associate Accountant	\$61,999	\$71,299	\$90,267
Level I	\$71,192	\$81,871	\$96,712		Senior Economist ###	\$48,659	\$55,958	\$73,719
Level II	\$74,163	\$85,287	\$104,143		Senior Investment Analyst ###	\$48,659	\$55,958	\$73,719
Level III	\$80,089	\$92,102	\$113,255		Senior Statistician	\$43,687	\$50,240	\$69,424
Level IV	\$85,915	\$98,802	\$129,678		Senior Systems Analyst (EDP) ##	\$34,210	\$39,341	\$73,481
City Tax Auditor **, ##					Senior Systems Analyst (EDP) (HMH) @	\$34,210	\$39,341	\$73,481
Level I	\$39,463	\$45,382	\$59,276		Senior Systems Analyst (Finance) ##	\$34,210	\$39,341	\$73,481
Level II	\$48,659	\$55,958	\$77,845		Statistician			
College Aide Level II + Undergraduate	N/A	\$13.92	Flat Rate		Level I	\$39,463	\$45,382	\$59,276
					Level II	\$43,687	\$50,240	\$69,424
					Level III	\$51,621	\$59,364	\$77,845
					Supervising Accountant #	\$55,177	\$63,454	\$86,533

Supervising Computer Operator	\$40,201	\$46,231	\$64,085
Supervising Computer Service Technician	\$53,400	\$61,410	\$79,564
Supervising Economist ###	\$51,621	\$59,364	\$80,578
Supervising Investment Analyst ###	\$60,219	\$69,252	\$87,475
Systems Administrator(CFB)			
Level I	\$30,243	\$34,780	\$52,205
Level II	\$39,129	\$44,998	\$74,982
Level III	\$47,729	\$54,888	\$98,312
Systems Analyst (EDP) ##	\$30,928	\$35,567	\$65,315
Systems Analyst (Finance) ##	\$30,928	\$35,567	\$65,315
Tax Auditor ###	\$39,463	\$45,382	\$59,276
Telecommunications Associate ###			
Level I	\$37,696	\$43,350	\$65,532
Level II	\$52,600	\$60,490	\$72,090
Level III	\$56,530	\$65,009	\$78,639
Telecommunications Associate (Data)			
Level I	\$37,696	\$43,350	\$65,532
Level II	\$52,600	\$60,490	\$72,090
Level III	\$56,530	\$65,009	\$78,639
Level IV	\$63,123	\$72,592	\$98,528
Telecommunications Associate (Voice)			
Level I	\$37,696	\$43,350	\$65,532
Level II	\$52,600	\$60,490	\$72,090
Level III	\$56,530	\$65,009	\$78,639
Level IV	\$63,123	\$72,592	\$98,528
Telecommunications Specialist ###	\$63,123	\$72,592	\$98,528
Telecommunications Specialist (Data)	\$63,123	\$72,592	\$98,528
Telecommunications Specialist (Voice)	\$63,123	\$72,592	\$98,528
Workers' Compensation Benefits Examiner			
Level Ia	\$35,955	\$41,348	Flat Rate
Level Ib	\$37,805	\$43,476	\$48,507
Level II	\$41,190	\$47,369	\$59,304
Level III	\$44,578	\$51,265	\$66,009

* Employees hired on or after 9/3/13 shall be paid the hiring rate effective 9/3/13. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated hiring rate.

** Upon completion of one year of satisfactory service in the title, employees shall be granted a \$1,000 per annum salary increase. However, in no case shall the salary of the employee exceed the maximum salary of the title. (CITY TAX AUDITOR LEVEL I ONLY)

For present incumbents only

Each appointment to this position above the September 3, 2013 hiring rate will be handled on a case by case basis.

To be deleted.

This is a trainee class of positions with a twelve (12) month term for all employees. Trainees who satisfactorily complete the required trainee term in this class of positions will receive permanent appointment to the title of Computer Programmer Analyst.

@ Established pursuant to DCAS Resolution # 2007-7 dated August 1, 2007. For incumbents of this title who are transferred from HHC to HMM only. No new appointments shall be made to this title.

+ Certified pursuant to Board of Certification Decision 6 OCB2d 32 dated December 10, 2013.

e.)	Effective 9/3/14		
	i. Minimum		
TITLE	(1)	(2)	ii.
	Hiring Rate*	Incumbent Rate	Maximum Rate
Accountant			
Level I	\$40,055	\$46,063	\$60,165
Level II	\$49,389	\$56,797	\$79,013
Accountant (JOP)	\$40,055	\$46,063	\$60,165
Actuarial Specialist Level I	\$40,055	\$46,063	\$79,013
Actuarial Specialist Level I-A	\$40,055	\$46,063	\$99,012
Actuary ###	\$40,055	\$46,063	\$60,165
Assistant Accountant	\$35,466	\$40,786	\$51,092
Assistant Accountant (JOP)	\$35,466	\$40,786	\$51,092
Assistant Actuary ###	\$35,466	\$40,786	\$51,092
Assistant Economist ###	\$35,466	\$40,786	\$49,502
Assistant Systems Analyst (EDP) ##	\$29,007	\$33,358	\$61,771
Assistant Systems Analyst (Finance)	\$29,007	\$33,358	\$61,771
Assistant Systems Analyst (Finance) ##	\$29,007	\$33,358	\$61,771
Assistant Research Aide (JOP)	\$32,754	\$37,667	Flat Rate
Asst. Retirement Benefits Examiner ###			
At Appt.	\$36,494	\$41,968	Flat Rate
After 1 yr.	\$38,372	\$44,128	\$49,235
Assistant Statistician	\$35,466	\$40,786	\$51,092
Asst. Workers' Comp. Benefits Examiner			
At Appt.	\$36,494	\$41,968	Flat Rate
After 1 yr.	\$38,372	\$44,128	\$49,235
Associate Accountant ###	\$49,389	\$56,797	\$79,013
Associate Bookkeeper ###	\$41,177	\$47,354	\$60,039
Associate Business Promotion Coordinator ###			
Level I	\$56,562	\$65,046	\$70,312
Level II	\$61,143	\$70,314	\$84,367
Associate Management Auditor ###	\$57,187	\$65,765	\$86,499
Assoc. Retirement Benefits Examiner			
Level I	\$41,809	\$48,080	\$60,194
Level II	\$45,247	\$52,034	\$66,999
Level III	\$53,296	\$61,290	\$77,111
Associate Tax Auditor ###	\$49,389	\$56,797	\$79,013
Assoc. Workers' Comp. Benefits Examiner ###	\$45,247	\$52,034	\$66,999
Bookkeeper			
Level I	\$33,825	\$38,899	\$44,819
Level II	\$38,237	\$43,973	\$50,735
Level III	\$41,177	\$47,354	\$60,039
Business Promotion Coordinator			
Level I	\$37,318	\$42,916	\$64,167
Level II	\$56,562	\$65,046	\$70,312
Level III	\$61,143	\$70,314	\$84,367
Certified Applications Developer ##			
Level I	\$72,260	\$83,099	\$98,163
Level II	\$75,275	\$86,566	\$105,705
Level III	\$81,290	\$93,484	\$114,954
Level IV	\$87,203	\$100,284	\$131,623
Certified Database Administrator##			
Level I	\$72,260	\$83,099	\$98,163
Level II	\$75,275	\$86,566	\$105,705
Level III	\$81,290	\$93,484	\$114,954
Level IV	\$87,203	\$100,284	\$131,623
Certified Local Area Network Administrator ##			
Level I	\$72,260	\$83,099	\$98,163
Level II	\$75,275	\$86,566	\$105,705
Level III	\$81,290	\$93,484	\$114,954
Level IV	\$87,203	\$100,284	\$131,623

Certified Wide Area Network Administrator ##					Investment Analyst			
Level I	\$72,260	\$83,099	\$98,163		Level I	\$40,055	\$46,063	\$59,573
Level II	\$75,275	\$86,566	\$105,705		Level II	\$49,389	\$56,797	\$74,825
Level III	\$81,290	\$93,484	\$114,954		Level III	\$61,123	\$70,291	\$88,787
Level IV	\$87,203	\$100,284	\$131,623		Investment Analyst Trainee ###	\$35,492	\$40,816	Flat Rate
Certified IT Administrator (LAN)					Management Auditor Trainee	\$40,055	\$46,063	Flat Rate
Level I	\$72,260	\$83,099	\$98,163		Management Auditor			
Level II	\$75,275	\$86,566	\$105,705		Level I	\$49,389	\$56,797	\$79,013
Level III	\$81,290	\$93,484	\$114,954		Level II	\$57,187	\$65,765	\$86,499
Level IV	\$87,203	\$100,284	\$131,623		Principal Computer Operator	\$46,454	\$53,422	\$69,589
Certified IT Administrator (WAN)					Principal Computer Programmer	\$53,899	\$61,984	\$76,764
Level I	\$72,260	\$83,099	\$98,163		Principal Retirement Benefits Examiner ###	\$53,296	\$61,290	\$77,111
Level II	\$75,275	\$86,566	\$105,705		Principal Statistician	\$52,395	\$60,254	\$79,013
Level III	\$81,290	\$93,484	\$114,954		Research Assistant	\$40,055	\$46,063	\$60,611
Level IV	\$87,203	\$100,284	\$131,623		Retirement Benefits Examiner	\$41,809	\$48,080	\$60,194
Certified IT Developer (Applications)					Senior Accountant #	\$44,343	\$50,994	\$70,465
Level I	\$72,260	\$83,099	\$98,163		Senior Actuary ###	\$44,343	\$50,994	\$70,465
Level II	\$75,275	\$86,566	\$105,705		Senior Actuary (Group Chief) ###	\$49,389	\$56,797	\$79,013
Level III	\$81,290	\$93,484	\$114,954		Senior Associate Accountant	\$62,929	\$72,368	\$91,621
Level IV	\$87,203	\$100,284	\$131,623		Senior Economist ###	\$49,389	\$56,797	\$74,825
Certified IT Administrator (Database)					Senior Investment Analyst ###	\$49,389	\$56,797	\$74,825
Level I	\$72,260	\$83,099	\$98,163		Senior Statistician	\$44,343	\$50,994	\$70,465
Level II	\$75,275	\$86,566	\$105,705		Senior Systems Analyst (EDP) ##	\$34,723	\$39,931	\$74,583
Level III	\$81,290	\$93,484	\$114,954		Senior Systems Analyst (EDP) (HMH) @	\$34,723	\$39,931	\$74,583
Level IV	\$87,203	\$100,284	\$131,623		Senior Systems Analyst (Finance) ##	\$34,723	\$39,931	\$74,583
City Tax Auditor **, ##					Statistician			
Level I	\$40,055	\$46,063	\$60,165		Level I	\$40,055	\$46,063	\$60,165
Level II	\$49,389	\$56,797	\$79,013		Level II	\$44,343	\$50,994	\$70,465
College Aide Level II +					Level III	\$52,395	\$60,254	\$79,013
Undergraduate	N/A	\$14.13	Flat Rate		Supervising Accountant #	\$56,005	\$64,406	\$87,831
Graduate	N/A	\$17.02	\$18.27		Supervising Computer Operator	\$40,803	\$46,924	\$65,046
College Aide Level III +					Supervising Computer Service Technician	\$54,201	\$62,331	\$80,757
Undergraduate	N/A	\$14.70	Flat Rate		Supervising Economist ###	\$52,395	\$60,254	\$81,787
Graduate	N/A	\$17.61	\$18.85		Supervising Investment Analyst ###	\$61,123	\$70,291	\$88,787
Computer Aide ##					Systems Administrator(CFB)			
Level I	\$36,143	\$41,564	\$46,785		Level I	\$30,697	\$35,302	\$52,988
Level II	\$39,152	\$45,025	\$58,096		Level II	\$39,716	\$45,673	\$76,107
Computer Associate (Operations) ##					Level III	\$48,444	\$55,711	\$99,787
Level I	\$45,174	\$51,950	\$65,823		Systems Analyst (EDP) ##	\$31,392	\$36,101	\$66,295
Level II	\$54,201	\$62,331	\$80,757		Systems Analyst (Finance) ##	\$31,392	\$36,101	\$66,295
Level III	\$64,683	\$74,385	\$98,853		Tax Auditor ###	\$40,055	\$46,063	\$60,165
Computer Associate (Software) ##					Telecommunications Associate ###			
Level I	\$58,721	\$67,529	\$81,405		Level I	\$38,261	\$44,000	\$66,515
Level II	\$63,226	\$72,710	\$88,002		Level II	\$53,389	\$61,397	\$73,171
Level III	\$67,527	\$77,656	\$98,853		Level III	\$57,377	\$65,984	\$79,819
Computer Operator	\$32,023	\$36,826	\$47,768		Level IV	\$64,070	\$73,681	\$100,006
Computer Programmer Analyst ##					Telecommunications Associate (Data)			
Level I	\$45,174	\$51,950	\$62,370		Level I	\$38,261	\$44,000	\$66,515
Level II	\$52,699	\$60,604	\$73,837		Level II	\$53,389	\$61,397	\$73,171
Computer Programmer Analyst Trainee ####	\$36,171	\$41,597	Flat Rate		Level III	\$57,377	\$65,984	\$79,819
Computer Programmer	\$42,087	\$48,400	\$63,605		Level IV	\$64,070	\$73,681	\$100,006
Computer Service Technician					Telecommunications Associate (Voice)			
Level I	\$36,143	\$41,564	\$46,785		Level I	\$38,261	\$44,000	\$66,515
Level II	\$39,152	\$45,025	\$58,096		Level II	\$53,389	\$61,397	\$73,171
Computer Specialist (Software) ##					Level III	\$57,377	\$65,984	\$79,819
Level I	\$72,260	\$83,099	\$90,057		Level IV	\$64,070	\$73,681	\$100,006
Level II	\$75,275	\$86,566	\$96,981		Telecommunications Specialist ###	\$64,070	\$73,681	\$100,006
Level III	\$81,290	\$93,484	\$105,464		Telecommunications Specialist (Data)	\$64,070	\$73,681	\$100,006
Level IV	\$87,203	\$100,284	\$120,754		Telecommunications Specialist (Voice)	\$64,070	\$73,681	\$100,006
Computer Specialist(Operations) ##	\$67,564	\$77,699	\$105,464		Workers' Compensation Benefits Examiner			
Economist					Level Ia	\$36,494	\$41,968	Flat Rate
Level I	\$40,055	\$46,063	\$60,611		Level Ib	\$38,372	\$44,128	\$49,235
Level II	\$49,389	\$56,797	\$74,825					
Level III	\$52,395	\$60,254	\$81,787					
Income Tax Systems Analyst	\$54,352	\$62,505	\$80,539					

	Level II	\$41,809	\$48,080	\$60,194
	Level III	\$45,247	\$52,034	\$66,999
*	Employees hired on or after 9/3/14 shall be paid the hiring rate effective 9/3/14. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated hiring rate.			
**	Upon completion of one year of satisfactory service in the title, employees shall be granted a \$1,000 per annum salary increase. However, in no case shall the salary of the employee exceed the maximum salary of the title. (CITY TAX AUDITOR LEVEL I ONLY)			
#	For present incumbents only			
##	Each appointment to this position above the September 3, 2014 hiring rate will be handled on a case by case basis.			
###	To be deleted.			
####	This is a trainee class of positions with a twelve (12) month term for all employees. Trainees who satisfactorily complete the required trainee term in this class of positions will receive permanent appointment to the title of Computer Programmer Analyst.			
@	Established pursuant to DCAS Resolution # 2007-7 dated August 1, 2007. For incumbents of this title who are transferred from HHC to HMH only. No new appointments shall be made to this title.			
+	Certified pursuant to Board of Certification Decision 6 OCB2d 32 dated December 10, 2013.			

f.)	Effective 9/3/15			
	i. Minimum			
	(1)	(2)	ii.	
TITLE	Hiring Rate*	Incumbent Rate	Maximum Rate	
Accountant (Mayoral)				
Level I	\$45,385	\$52,193	\$61,669	
Level II	\$50,623	\$58,217	\$80,988	
Accountant (H+H)				
Level I	\$41,057	\$47,215	\$61,669	
Level II	\$50,623	\$58,217	\$80,988	
Accountant (JOP)	\$41,057	\$47,215	\$61,669	
Actuarial Specialist Level I	\$41,057	\$47,215	\$80,988	
Actuarial Specialist Level I-A	\$41,057	\$47,215	\$101,487	
Actuary ###	\$41,057	\$47,215	\$61,669	
Assistant Accountant	\$36,353	\$41,806	\$52,369	
Assistant Accountant (JOP)	\$36,353	\$41,806	\$52,369	
Assistant Actuary ###	\$36,353	\$41,806	\$52,369	
Assistant Economist ###	\$36,353	\$41,806	\$50,740	
Assistant Systems Analyst (EDP) ##	\$29,732	\$34,192	\$63,315	
Assistant Systems Analyst (Finance)	\$29,732	\$34,192	\$63,315	
Assistant Systems Analyst (Finance) ##	\$29,732	\$34,192	\$63,315	
Assistant Research Aide (JOP)	\$33,573	\$38,609	Flat Rate	
Asst. Retirement Benefits Examiner ###				
At Appt.	\$37,406	\$43,017	Flat Rate	
After 1 yr.	\$39,331	\$45,231	\$50,466	
Assistant Statistician	\$36,353	\$41,806	\$52,369	
Asst. Workers' Comp. Benefits Examiner				
At Appt.	\$37,406	\$43,017	Flat Rate	
After 1 yr.	\$39,331	\$45,231	\$50,466	
Associate Accountant ###	\$50,623	\$58,217	\$80,988	
Associate Bookkeeper ###	\$42,207	\$48,538	\$61,540	
Associate Business Promotion Coordinator ###				
Level I	\$57,976	\$66,672	\$72,070	
Level II	\$62,671	\$72,072	\$86,476	
Associate Management Auditor ###	\$58,617	\$67,409	\$88,661	

Assoc. Retirement Benefits Examiner			
Level I	\$42,854	\$49,282	\$61,699
Level II	\$46,378	\$53,335	\$68,674
Level III	\$54,628	\$62,822	\$79,039
Associate Tax Auditor ###	\$50,623	\$58,217	\$80,988
Assoc. Workers' Comp. Benefits Examiner ###	\$46,378	\$53,335	\$68,674
Bookkeeper			
Level I	\$34,670	\$39,871	\$45,939
Level II	\$39,193	\$45,072	\$52,003
Level III	\$42,207	\$48,538	\$61,540
Business Promotion Coordinator			
Level I	\$38,251	\$43,989	\$65,771
Level II	\$57,976	\$66,672	\$72,070
Level III	\$62,671	\$72,072	\$86,476
Certified Applications Developer ##			
Level I	\$74,066	\$85,176	\$100,617
Level II	\$77,157	\$88,730	\$108,348
Level III	\$83,323	\$95,821	\$117,828
Level IV	\$89,383	\$102,791	\$134,914
Certified Database Administrator ##			
Level I	\$74,066	\$85,176	\$100,617
Level II	\$77,157	\$88,730	\$108,348
Level III	\$83,323	\$95,821	\$117,828
Level IV	\$89,383	\$102,791	\$134,914
Certified Local Area Network Administrator ##			
Level I	\$74,066	\$85,176	\$100,617
Level II	\$77,157	\$88,730	\$108,348
Level III	\$83,323	\$95,821	\$117,828
Level IV	\$89,383	\$102,791	\$134,914
Certified Wide Area Network Administrator ##			
Level I	\$74,066	\$85,176	\$100,617
Level II	\$77,157	\$88,730	\$108,348
Level III	\$83,323	\$95,821	\$117,828
Level IV	\$89,383	\$102,791	\$134,914
Certified IT Administrator (LAN)			
Level I	\$74,066	\$85,176	\$100,617
Level II	\$77,157	\$88,730	\$108,348
Level III	\$83,323	\$95,821	\$117,828
Level IV	\$89,383	\$102,791	\$134,914
Certified IT Administrator (WAN)			
Level I	\$74,066	\$85,176	\$100,617
Level II	\$77,157	\$88,730	\$108,348
Level III	\$83,323	\$95,821	\$117,828
Level IV	\$89,383	\$102,791	\$134,914
Certified IT Developer (Applications)			
Level I	\$74,066	\$85,176	\$100,617
Level II	\$77,157	\$88,730	\$108,348
Level III	\$83,323	\$95,821	\$117,828
Level IV	\$89,383	\$102,791	\$134,914
Certified IT Administrator (Database)			
Level I	\$74,066	\$85,176	\$100,617
Level II	\$77,157	\$88,730	\$108,348
Level III	\$83,323	\$95,821	\$117,828
Level IV	\$89,383	\$102,791	\$134,914
City Tax Auditor **, ##, +, +++			
Level I	\$41,057	\$47,215	\$61,669
Level II	\$50,623	\$58,217	\$80,988
Level III +, +++	\$59,883	\$68,866	\$87,467
Level IV	\$64,231	\$73,866	\$92,467
College Aide Level II +, +, +, +, +			
Undergraduate	N/A	\$14.48	Flat Rate
Graduate	N/A	\$17.45	\$18.73
College Aide Level III +, +, +, +, +			
Undergraduate	N/A	\$15.07	Flat Rate

Graduate	N/A	\$18.05	\$19.32
Computer Aide ##			
Level I	\$37,046	\$42,603	\$47,955
Level II	\$40,131	\$46,151	\$59,548
Computer Associate (Operations) ##			
Level I	\$46,303	\$53,249	\$67,469
Level II	\$55,556	\$63,889	\$82,776
Level III	\$66,300	\$76,245	\$101,324
Computer Associate (Software) ##			
Level I	\$60,189	\$69,217	\$83,440
Level II	\$64,807	\$74,528	\$90,202
Level III	\$69,215	\$79,597	\$101,324
Computer Operator	\$32,823	\$37,747	\$48,962
Computer Programmer Analyst ##			
Level I	\$46,303	\$53,249	\$63,929
Level II	\$54,017	\$62,119	\$75,683
Computer Programmer Analyst Trainee ####	\$37,076	\$42,637	Flat Rate
Computer Programmer	\$43,139	\$49,610	\$65,195
Computer Service Technician			
Level I	\$37,046	\$42,603	\$47,955
Level II	\$40,131	\$46,151	\$59,548
Computer Specialist (Software) ##			
Level I	\$74,066	\$85,176	\$92,308
Level II	\$77,157	\$88,730	\$99,406
Level III	\$83,323	\$95,821	\$108,101
Level IV	\$89,383	\$102,791	\$123,773
Computer Specialist(Operations) ##	\$69,253	\$79,641	\$108,101
Economist			
Level I	\$41,057	\$47,215	\$62,126
Level II	\$50,623	\$58,217	\$76,696
Level III	\$53,704	\$61,760	\$83,832
Health Information Management Specialist +, #####			
Level I	N/A	\$71,750	\$102,500
Level II	N/A	\$82,000	\$123,000
Income Tax Systems Analyst	\$55,711	\$64,068	\$82,552
Investment Analyst			
Level I	\$41,057	\$47,215	\$61,062
Level II	\$50,623	\$58,217	\$76,696
Level III	\$62,650	\$72,048	\$91,007
Investment Analyst Trainee ###	\$36,379	\$41,836	Flat Rate
Management Auditor Trainee	\$41,057	\$47,215	Flat Rate
Management Auditor			
Level I	\$50,623	\$58,217	\$80,988
Level II	\$58,617	\$67,409	\$88,661
Principal Computer Operator	\$47,616	\$54,758	\$71,329
Principal Computer Programmer	\$55,247	\$63,534	\$78,683
Principal Retirement Benefits Examiner ###	\$54,628	\$62,822	\$79,039
Principal Statistician	\$53,704	\$61,760	\$80,988
Research Assistant	\$41,057	\$47,215	\$62,126
Retirement Benefits Examiner	\$42,854	\$49,282	\$61,699
Senior Accountant #	\$45,451	\$52,269	\$72,227
Senior Actuary ###	\$45,451	\$52,269	\$72,227
Senior Actuary (Group Chief) ###	\$50,623	\$58,217	\$80,988
Senior Associate Accountant	\$64,502	\$74,177	\$93,912
Senior Economist ###	\$50,623	\$58,217	\$76,696
Senior Investment Analyst ###	\$50,623	\$58,217	\$76,696
Senior Statistician	\$45,451	\$52,269	\$72,227
Senior Systems Analyst (EDP) ##	\$35,590	\$40,929	\$76,448
Senior Systems Analyst (EDP) (HMH) @	\$35,590	\$40,929	\$76,448
Senior Systems Analyst (Finance) ##	\$35,590	\$40,929	\$76,448
Statistician			
Level I	\$41,057	\$47,215	\$61,669
Level II	\$45,451	\$52,269	\$72,227
Level III	\$53,704	\$61,760	\$80,988

Supervising Accountant #	\$57,405	\$66,016	\$90,027
Supervising Computer Operator	\$41,823	\$48,097	\$66,672
Supervising Computer Service Technician	\$55,556	\$63,889	\$82,776
Supervising Economist ###	\$53,704	\$61,760	\$83,832
Supervising Investment Analyst ###	\$62,650	\$72,048	\$91,007
Systems Administrator (CFB)			
Level I	\$31,465	\$36,185	\$54,313
Level II	\$40,709	\$46,815	\$78,010
Level III	\$49,656	\$57,104	\$102,282
Systems Analyst (EDP) ##	\$32,177	\$37,004	\$67,952
Systems Analyst (Finance) ##	\$32,177	\$37,004	\$67,952
Tax Auditor ###	\$41,057	\$47,215	\$61,669
Telecommunications Associate ###			
Level I	\$39,217	\$45,100	\$68,178
Level II	\$54,723	\$62,932	\$75,000
Level III	\$58,812	\$67,634	\$81,814
Telecommunications Specialist ###	\$65,672	\$75,523	\$102,506
Telecommunications Associate (Data)			
Level I	\$39,217	\$45,100	\$68,178
Level II	\$54,723	\$62,932	\$75,000
Level III	\$58,812	\$67,634	\$81,814
Level IV	\$65,672	\$75,523	\$102,506
Telecommunications Associate (Voice)			
Level I	\$39,217	\$45,100	\$68,178
Level II	\$54,723	\$62,932	\$75,000
Level III	\$58,812	\$67,634	\$81,814
Level IV	\$65,672	\$75,523	\$102,506
Telecommunications Specialist (Data)	\$65,672	\$75,523	\$102,506
* Employees hired on or after 9/3/15 shall be paid the hiring rate effective 9/3/15. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated hiring rate.			
** Upon completion of one year of satisfactory service in the title, employees shall be granted a \$1,000 per annum salary increase. However, in no case shall the salary of the employee exceed the maximum salary of the title. (CITY TAX AUDITOR LEVEL I ONLY)			
# For present incumbents only			
## Each appointment to this position above the September 3, 2015 hiring rate will be handled on a case by case basis.			
### To be deleted.			
#### This is a trainee class of positions with a twelve (12) month term for all employees. Trainees who satisfactorily complete the required trainee term in this class of positions will receive permanent appointment to the title of Computer Programmer Analyst.			
##### Footnote *** does not apply.			
@ Established pursuant to DCAS Resolution # 2007-7 dated August 1, 2007. For incumbents of this title who are transferred from HHC to HMH only. No new appointments shall be made to this title.			
+ Established pursuant to Board of Certification Decision 8 OCB2d7 dated March 26, 2015. For incumbents of this title who are transferred from HMH to HHC only. No new appointments shall be made to this title.			
++ Established and designated only for present Correctional Health Services incumbent(s) functionally transferred from HMH to HHC.			
+++ Expanded to include Assignment Level III and is designated for corporate-wide use.			
++++ Established Assignment Level III pursuant to DCAS Resolution # 2015-3 dated May 20, 2015.			
+++++ Established pursuant to Board of Certification Decision 6 OCB2d 32 dated December 10, 2013.			

g.)		Effective 9/3/16		
		i. Minimum		
		(1)	(2)	ii.
TITLE	Hiring Rate*	Incumbent Rate	Maximum Rate	
Accountant (Mayoral)				Level II \$79,471 \$91,392 \$111,598
Level I	\$46,747	\$53,759	\$63,519	Level III \$85,823 \$98,696 \$121,363
Level II	\$52,143	\$59,964	\$83,418	Level IV \$92,065 \$105,875 \$138,961
Accountant (H+H)				Certified Wide Area Network Administrator ##
Level I	\$42,288	\$48,631	\$63,519	Level I \$76,288 \$87,731 \$103,636
Level II	\$52,143	\$59,964	\$83,418	Level II \$79,471 \$91,392 \$111,598
Accountant (JOP)	\$42,288	\$48,631	\$63,519	Level III \$85,823 \$98,696 \$121,363
Actuarial Specialist Level I	\$42,288	\$48,631	\$83,418	Level IV \$92,065 \$105,875 \$138,961
Actuarial Specialist Level I-A	\$42,288	\$48,631	\$104,532	Certified IT Administrator (LAN)
Actuary ###	\$42,288	\$48,631	\$63,519	Level I \$76,288 \$87,731 \$103,636
Assistant Accountant	\$37,443	\$43,060	\$53,940	Level II \$79,471 \$91,392 \$111,598
Assistant Accountant (JOP)	\$37,443	\$43,060	\$53,940	Level III \$85,823 \$98,696 \$121,363
Assistant Actuary ###	\$37,443	\$43,060	\$53,940	Level IV \$92,065 \$105,875 \$138,961
Assistant Economist ###	\$37,443	\$43,060	\$52,262	Certified IT Administrator (WAN)
Assistant Systems Analyst (EDP) ##	\$30,624	\$35,218	\$65,214	Level I \$76,288 \$87,731 \$103,636
Assistant Systems Analyst (Finance)	\$30,624	\$35,218	\$65,214	Level II \$79,471 \$91,392 \$111,598
Assistant Systems Analyst (Finance) ##	\$30,624	\$35,218	\$65,214	Level III \$85,823 \$98,696 \$121,363
Assistant Research Aide (JOP)	\$34,580	\$39,767	Flat Rate	Level IV \$92,065 \$105,875 \$138,961
Asst. Retirement Benefits Examiner ###				Certified IT Administrator (LAN/WAN)
At Appt.	\$38,529	\$44,308	Flat Rate	Level I \$76,288 \$87,731 \$103,636
After 1 yr.	\$40,511	\$46,588	\$51,980	Level II \$79,471 \$91,392 \$111,598
Assistant Statistician	\$37,443	\$43,060	\$53,940	Level III \$85,823 \$98,696 \$121,363
Asst. Workers' Comp. Benefits Examiner				Level IV \$92,065 \$105,875 \$138,961
At Appt.	\$38,529	\$44,308	Flat Rate	Certified IT Developer (Applications)
After 1 yr.	\$40,511	\$46,588	\$51,980	Level I \$76,288 \$87,731 \$103,636
Associate Accountant ###	\$52,143	\$59,964	\$83,418	Level II \$79,471 \$91,392 \$111,598
Associate Bookkeeper ###	\$43,473	\$49,994	\$63,386	Level III \$85,823 \$98,696 \$121,363
Associate Business Promotion Coordinator ###				Level IV \$92,065 \$105,875 \$138,961
Level I	\$59,715	\$68,672	\$74,232	City Tax Auditor ** , ## , + + + +
Level II	\$64,551	\$74,234	\$89,070	Level I \$42,288 \$48,631 \$63,519
Associate Management Auditor ###	\$60,375	\$69,431	\$91,321	Level II \$52,143 \$59,964 \$83,418
Assoc. Retirement Benefits Examiner				Level III + + + + \$61,680 \$70,932 \$90,091
Level I	\$44,139	\$50,760	\$63,550	Level IV \$66,158 \$76,082 \$95,241
Level II	\$47,770	\$54,935	\$70,734	College Aide Level II + + + + +
Level III	\$56,267	\$64,707	\$81,410	Undergraduate N/A \$14.91 Flat Rate
Associate Tax Auditor ###	\$52,143	\$59,964	\$83,418	Graduate N/A \$17.97 \$19.29
Assoc. Workers' Comp. Benefits Examiner ###	\$47,770	\$54,935	\$70,734	College Aide Level III + + + + +
Bookkeeper				Undergraduate N/A \$15.52 Flat Rate
Level I	\$35,710	\$41,067	\$47,317	Graduate N/A \$18.59 \$19.90
Level II	\$40,369	\$46,424	\$53,563	Computer Aide ##
Level III	\$43,473	\$49,994	\$63,386	Level I \$38,157 \$43,881 \$49,394
Business Promotion Coordinator				Level II \$41,336 \$47,536 \$61,334
Level I	\$39,399	\$45,309	\$67,744	Computer Associate (Operations) ##
Level II	\$59,715	\$68,672	\$74,232	Level I \$47,692 \$54,846 \$69,493
Level III	\$64,551	\$74,234	\$89,070	Level II \$57,223 \$65,806 \$85,259
Certified Applications Developer ##				Level III \$68,289 \$78,532 \$104,364
Level I	\$76,288	\$87,731	\$103,636	Computer Associate (Software) ##
Level II	\$79,471	\$91,392	\$111,598	Level I \$61,995 \$71,294 \$85,943
Level III	\$85,823	\$98,696	\$121,363	Level II \$66,751 \$76,764 \$92,908
Level IV	\$92,065	\$105,875	\$138,961	Level III \$71,291 \$81,985 \$104,364
Certified Database Administrator ##				Computer Operator \$33,808 \$38,879 \$50,431
Level I	\$76,288	\$87,731	\$103,636	Computer Programmer Analyst ##
Level II	\$79,471	\$91,392	\$111,598	Level I \$47,692 \$54,846 \$65,847
Level III	\$85,823	\$98,696	\$121,363	Level II \$55,637 \$63,983 \$77,953
Level IV	\$92,065	\$105,875	\$138,961	Computer Programmer Analyst Trainee #### \$38,188 \$43,916 Flat Rate
Certified Local Area Network Administrator ##				Computer Programmer \$44,433 \$51,098 \$67,151
Level I	\$76,288	\$87,731	\$103,636	Computer Service Technician
				Level I \$38,157 \$43,881 \$49,394
				Level II \$41,336 \$47,536 \$61,334

Computer Specialist (Software) ##			
Level I	\$76,288	\$87,731	\$95,077
Level II	\$79,471	\$91,392	\$102,388
Level III	\$85,823	\$98,696	\$111,344
Level IV	\$92,065	\$105,875	\$127,486
Computer Specialist(Operations) ##	\$71,330	\$82,030	\$111,344
Economist			
Level I	\$42,288	\$48,631	\$63,990
Level II	\$52,143	\$59,964	\$78,997
Level III	\$55,316	\$63,613	\$86,347
Health Information Management Specialist +, #####			
Level I			
Level II	N/A	\$73,903	\$105,575
Income Tax Systems Analyst	N/A	\$84,460	\$126,690
Investment Analyst	\$57,383	\$65,990	\$85,029
Level I			
Level II	\$42,288	\$48,631	\$62,894
Level III	\$52,143	\$59,964	\$78,997
Investment Analyst Trainee ###	\$64,530	\$74,209	\$93,737
Management Auditor Trainee	\$37,470	\$43,091	Flat Rate
Management Auditor	\$42,288	\$48,631	Flat Rate
Level I			
Level II	\$52,143	\$59,964	\$83,418
Principal Computer Operator	\$60,375	\$69,431	\$91,321
Principal Computer Programmer	\$49,044	\$56,401	\$73,469
Principal Retirement Benefits Examiner ###	\$56,904	\$65,440	\$81,043
Principal Statistician	\$56,267	\$64,707	\$81,410
Research Assistant	\$55,316	\$63,613	\$83,418
Retirement Benefits Examiner	\$42,288	\$48,631	\$63,990
Senior Accountant #	\$44,139	\$50,760	\$63,550
Senior Actuary ###	\$46,815	\$53,837	\$74,394
Senior Actuary (Group Chief) ###	\$46,815	\$53,837	\$74,394
Senior Associate Accountant	\$52,143	\$59,964	\$83,418
Senior Economist ###	\$66,437	\$76,402	\$96,729
Senior Investment Analyst ###	\$52,143	\$59,964	\$78,997
Senior Statistician	\$52,143	\$59,964	\$78,997
Senior Systems Analyst (EDP) ##	\$46,815	\$53,837	\$74,394
Senior Systems Analyst (EDP) (HMH) @	\$36,658	\$42,157	\$78,741
Senior Systems Analyst (Finance) ##	\$36,658	\$42,157	\$78,741
Statistician	\$36,658	\$42,157	\$78,741
Level I			
Level II	\$42,288	\$48,631	\$63,519
Level III	\$46,815	\$53,837	\$74,394
Supervising Accountant #	\$55,316	\$63,613	\$83,418
Supervising Computer Operator	\$59,127	\$67,996	\$92,728
Supervising Computer Service Technician	\$43,078	\$49,540	\$68,672
Supervising Economist ###	\$57,223	\$65,806	\$85,259
Supervising Investment Analyst ###	\$55,316	\$63,613	\$86,347
Systems Administrator(CFB)	\$64,530	\$74,209	\$93,737
Level I			
Level II	\$32,410	\$37,271	\$55,942
Level III	\$41,930	\$48,219	\$80,350
Systems Analyst (EDP) ##	\$51,145	\$58,817	\$105,350
Systems Analyst (Finance) ##	\$33,143	\$38,114	\$69,991
Tax Auditor ###	\$33,143	\$38,114	\$69,991
Telecommunications Associate ###	\$42,288	\$48,631	\$63,519
Level I			
Level II	\$40,394	\$46,453	\$70,223
Level III	\$56,365	\$64,820	\$77,250
Telecommunications Specialist ###	\$60,577	\$69,663	\$84,268
Telecommunications Associate (Data)	\$67,643	\$77,789	\$105,581
Level I			
Level II	\$40,394	\$46,453	\$70,223
Level III	\$56,365	\$64,820	\$77,250

Level IV	\$60,577	\$69,663	\$84,268
Telecommunications Associate (Voice)	\$67,643	\$77,789	\$105,581
Level I			
Level II	\$40,394	\$46,453	\$70,223
Level III	\$56,365	\$64,820	\$77,250
Level IV	\$60,577	\$69,663	\$84,268
Telecommunications Specialist (Data)	\$67,643	\$77,789	\$105,581
*	Employees hired on or after 9/3/16 shall be paid the hiring rate effective 9/3/16. Upon completion of two (2) years of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated hiring rate.		
**	Upon completion of one year of satisfactory service in the title, employees shall be granted a \$1,000 per annum salary increase. However, in no case shall the salary of the employee exceed the maximum salary of the title. (CITY TAX AUDITOR LEVEL I ONLY)		
#	For present incumbents only		
##	Each appointment to this position above the September 3, 2016 hiring rate will be handled on a case by case basis.		
###	To be deleted.		
####	This is a trainee class of positions with a twelve (12) month term for all employees. Trainees who satisfactorily complete the required trainee term in this class of positions will receive permanent appointment to the title of Computer Programmer Analyst.		
#####	Footnote *** does not apply.		
@	Established pursuant to DCAS Resolution # 2007-7 dated August 1, 2007. For incumbents of this title who are transferred from HHC to HMH only. No new appointments shall be made to this title.		
+	Established pursuant to Board of Certification Decision 8 OCB2d7 dated March 26, 2015. For incumbents of this title who are transferred from HMH to HHC only. No new appointments shall be made to this title.		
++	Established and designated only for present Correctional Health Services incumbent(s) functionally transferred from HMH to HHC.		
+++	Expanded to include Assignment Level III and is designated for corporate-wide use.		
++++	Established Assignment Level III pursuant to DCAS Resolution # 2015-3 dated May 20, 2015.		
+++++	Established pursuant to Board of Certification Decision 6 OCB2d 32 dated December 10, 2013.		

Section 3. Wage Increases.

a. Ratification Bonus

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

- i. Full-time per annum and full-time per diem Employees shall receive a pro-rata lump sum cash payment the computation of which shall be based on service during the period from July 1, 2013 through June 30, 2014.
- ii. Where the regular and customary work year for a title is less than a twelve-month year, such as a school year, such computations shall be based on service during the period from September 5, 2013 through June 26, 2014 or other applicable dates for other school-based employees.
- iii. Part-time per annum, part-time per diem (including seasonal appointees), per session, hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment based on their regularly scheduled hours and the hours in a full calendar year.
- iv. The lump sum cash payments shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.

- v. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of Section 3(A) of this agreement. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.
- b. General Wage Increase**
- i. The general wage increases, effective as indicated, shall be:
1. Effective September 3, 2011, Employees shall receive a general increase of 1.00%.
 2. Effective September 3, 2012, Employees shall receive an additional general increase of 1.00%.
 3. Effective September 3, 2013, Employees shall receive an additional general increase of 1.00%.
 4. Effective September 3, 2014, Employees shall receive an additional general increase of 1.50%.
 5. Effective September 3, 2015, Employees shall receive an additional general increase of 2.50%.
 6. Effective September 3, 2016, Employees shall receive an additional general increase of 3.00%.
 7. Part-time per annum, part-time per diem Employees (including seasonal appointees), per session and hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 3, subsections a(i)(1)-(6) on the basis of computations heretofore utilized by the parties for all such Employees.
- ii. The increases provided for in Section 3(b)(i) above shall be calculated as follows:
1. The general increase in Section 3(b)(i)(1) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2011;
 2. The general increase in Section 3(b)(i)(2) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2012;
 3. The general increase in Section 3(b)(i)(3) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2013;
 4. The general increase in Section 3(b)(i)(4) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2014;
 5. The general increase in Section 3(b)(i)(5) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2015;
 6. The general increase in Section 3(b)(i)(6) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2016;
- iii.
1. The general increases provided for in this Section 3(b)(i)(1)-(6) shall be applied to the base rates, incremental salary levels, and the minimum "hiring rate" and "incumbent rate" and maximum rates (including levels), for the applicable titles.
 2. Effective September 3, 2016, the general increase provided for in this Section 3(b)(i)(6) shall be applied to "additions to gross." "Additions to gross" shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowance, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.
 3. Section 3(b)(iii)(2) does not apply to Recurring Increment Payments (RIPs) that automatically increase with wage increases.
 4. Section 3(b)(iii)(2) does not apply to Service Increments once earned for two years that are rolled into base salary and increased with wage increases.
- iv. Employees in titles certified to the bargaining unit during the term of this agreement shall receive only the general wage

increases in Section 3(b)(i) that occur after the date of certification.

Section 4. New Hires.

- a. The appointment rate for an employee newly hired on or after March 3, 2010 and appointed at a reduced hiring rate shall be the applicable minimum "hiring rate" set forth in subsections 2(a)(i)(1), 2(b)(i)(1), 2(c)(i)(1), 2(d)(i)(1), 2(e)(i)(1), 2(f)(i)(1), and 2(g)(i)(1). On the two year anniversary of the employee's original date of appointment, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on such two year anniversary as set forth in subsection 2(a)(i)(2), 2(b)(i)(2), 2(c)(i)(2), 2(d)(i)(2), 2(e)(i)(2), 2(f)(i)(2), and 2(g)(i)(2) of this Article III.
- b. i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(b)(i) of this Article III.
- ii. Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- c. For the purposes of Sections 4(a) and 4(b), employees 1) who were in active pay status before March 3, 2010, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2(a)(i)(2), 2(b)(i)(2), 2(c)(i)(2), 2(d)(i)(2), 2(e)(i)(2), 2(f)(i)(2), and 2(g)(i)(2) of this Article III:
- i. Employees who return to active status from an approved leave of absence.
 - ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
 - iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
 - iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
 - v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 - vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
 - vii. A provisional employee who is appointed directly from one provisional appointment to another.
 - viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.
- d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsection 4.

Section 5.

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

Section 6.

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 7.

A person permanently employed by the **Employer** who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with the Rules and Regulations of the New York City Personnel Director or, where the Rules and Regulations of the New York City Personnel Director are not applicable to a public employer,

such other Rules or Regulations as are applicable to the public employer, without a break in service to any of the following title(s) from another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

ADVANCEMENT INCREASES

<u>TITLE</u>	<u>3/3/10</u>	<u>9/3/16</u>
Accountant	\$1,592	\$1,640
Accountant JOP)	\$1,592	\$1,640
Actuary **	\$1,592	\$1,640
Associate Accountant	\$1,833	\$1,888
Associate Management Auditor	\$1,833	\$1,888
Associate Retirement Benefits Examiner Level I	\$1,592	\$1,640
Associate Tax Auditor **	\$1,833	\$1,888
City Tax Auditor Level I	\$1,592	\$1,640
Computer Aide Level I	\$978	\$1,007
Computer Associate (Operations) Level I	\$1,405	\$1,447
Computer Associate (Software) Level I	\$1,954	\$2,013
Computer Operator	\$982	\$1,011
Computer Programmer	\$1,468	\$1,512
Computer Programmer Analyst Level I	\$1,468	\$1,512
Computer Specialist (Operations)	\$1,901	\$1,958
Computer Specialist (Software) Level I	\$2,199	\$2,265
Economist (Level I)	\$1,527	\$1,573
Management Auditor (Level II)	\$1,655	\$1,705
Principal Computer Operator	\$1,954	\$2,013
Principal Computer Programmer	\$1,833	\$1,888
Principal Retirement Benefits Examiner **	\$1,954	\$2,013
Principal Statistician (Statistician Level III)	\$1,592	\$1,640
Senior Accountant *	\$1,592	\$1,640
Senior Actuary **	\$1,833	\$1,888
Senior Actuary (Group Chief) **	\$2,199	\$2,265
Senior Associate Accountant	\$1,715	\$1,766
Senior Economist (Economist Level II)	\$1,715	\$1,766
Senior Investment Analyst	\$1,592	\$1,640
Senior Statistician (Statistician Level II)	\$1,029	\$1,060
Senior Systems Analyst (EDP)	\$1,029	\$1,060
Senior Systems Analyst (Finance)	\$1,592	\$1,640
Statistician (Level I)	\$2,079	\$2,141
Supervising Accountant *	\$1,405	\$1,447
Supervising Computer Operator	\$1,833	\$1,888
Supervising Economist (Economist Level III)	\$1,954	\$2,013
Supervising Investment Analyst	\$1,029	\$1,060
Systems Analyst (EDP)	\$1,029	\$1,060
Systems Analyst (Finance)	\$1,592	\$1,640
Tax Auditor **	\$1,592	\$1,640

NOTE:

* For present incumbents only

** To be deleted

Section 8.

An employee assigned to a higher level in the titles listed below shall receive upon the effective date of such assignment either the minimum salary rate of the new level or the advancement increase listed below, whichever is greater. Neither an advancement to a higher level nor the receipt of an advancement increase for such an assignment shall be considered a promotion.

LEVEL INCREASE

<u>TITLE</u>	<u>3/3/10</u>	<u>9/3/16</u>
Accountant Level II	\$1,833	\$1,888
Associate Management Auditor Level II	\$1,833	\$1,888
Associate Retirement Benefits Examiner Level II	\$1,592	\$1,640

City Tax Auditor	Level III	\$1,833	\$1,888
	Level II	\$1,833	\$1,888
	Level III	\$1,833	\$1,888
	Level IV	\$1,833	\$1,888
Computer Aide			
Computer Associate (Operations)	Level II	\$1,227	\$1,264
	Level II	\$1,655	\$1,705
	Level III	\$1,901	\$1,958
Computer Associate (Software)			
	Level II	\$2,078	\$2,140
	Level III	\$2,199	\$2,265
Computer Programmer Analyst			
Computer Specialist (Software)	Level II	\$1,778	\$1,831
	Level II	\$2,328	\$2,398
	Level III	\$2,448	\$2,521
Economist			
	Level II	\$1,715	\$1,766
	Level III	\$1,833	\$1,888
Investment Analyst			
	Level II	\$1,715	\$1,766
	Level III	\$1,954	\$2,013
Management Auditor Level II		\$1,833	\$1,888
Statistician			
	Level II	\$1,592	\$1,640
	Level III	\$1,954	\$2,013

Section 9. Longevity Increment.

- a. Employees with 15 years or more of "City" service in pay status (except those eligible for a service increment pursuant to section 11 or a longevity differential pursuant to section 12 shall receive a longevity increment of \$800 per annum.
- b. The rules for eligibility for the longevity increment described above in subsection a, shall be set forth in Appendix A of this Agreement and are incorporated by reference herein.

Section 10 - Differentials.

- a. Thirty Six Hour Week - EDP Titles

Incumbents in the electronic data processing related titles covered by this Agreement, duly assigned to and working a three day per week, twelve hour per day schedule shall be paid, in addition to their regular annual salary, one (1) hour's pay at straight time, for the 36th hour in each week plus a ten percent (10%) premium. Said one (1) hour's pay shall be calculated as 1/1827 of the employee's annual salary as described in Article III, Section 2. Employees shall receive the payment for the 36th hour of work described above as long as the employee is regularly assigned to a 3-day, 12 hour per day work week and remains in pay status.

- b. Associate Accountants

- i. An Associate Accountant who is duly assigned in writing by the agency head to supervise on a regular basis a clearly differentiated accounting unit comprised of at least six employees in the Accounting Occupational Group shall during the period so assigned continue to receive a differential in the prorated annual amount stated below:

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/10	\$1,916
9/3/16	\$1,973

Said differentials shall remain in effect only for such time as the requisite number of employees remain in the supervised unit.

- ii. An Associate Accountant who is duly so assigned in writing by the agency head to supervise a clearly differentiated accounting unit comprised of at least five employees in the Accounting Occupational Group, at least two of whom are Associate Accountants, shall during the period so assigned receive a differential in the prorated annual amount stated below:

<u>Effective Date</u>	<u>Annual Amount</u>
3/3/10	\$2,559
9/3/16	\$2,636

Said differentials shall remain in effect only for such time as the requisite number of employees remain in the supervised unit.

iii. No Associate Accountant shall receive both of the differentials in this subsection b. An Associate Accountant who is receiving one of these differentials and who is reclassified into the Tax Auditor series shall have the assignment differentials rolled into the employee's rate.

c. Group Chief - Special Auditor

i. Incumbents in the title of Associate Tax Auditor when assigned as Group Chief or Special Auditor as described in the class specification shall be paid an assignment differential in the amount stated below in order to bring their annual salary to an amount above the minimum salary for Associate Tax Auditor equal to the amounts stated below. Payment of this pro-rata annual differential shall be continued only for so as long as the incumbents continue to perform these duties. This assignment differential does not become part of the basic salary of affected individuals.

Effective Date	Annual Amount
3/3/10	\$10,389
9/3/16	\$10,701

ii. Incumbents in the title of City Tax Auditor Level II, when assigned as Special Auditor as described in the class specification shall be paid an assignment differential in the amount stated below in order to bring their annual salary to an amount above the minimum salary for Associate Tax Auditor equal to the amounts stated below. Payment of this pro-rata annual differential shall be continued only for so as long as the incumbents continue to perform these duties. This assignment differential does not become part of the basic salary of affected individuals. Effective May 6, 2015, this differential shall be eliminated.

Effective Date	Annual Amount
3/3/10	\$10,389

iii. Incumbents in the title of City Tax Auditor Level II, III, or IV, when assigned as Group Chief as described in the class specification shall be paid an assignment differential in the amount stated below. Payment of this pro-rata annual differential shall be continued only for so as long as the incumbents continue to perform these duties. This assignment differential does not become part of the basic salary of affected individuals.

Effective Date	Annual Amount
3/3/10	\$10,389
5/6/15	\$6,500
9/3/16	\$6,695

NOTE: Incumbent Group Chiefs earning a Group Chief assignment differential other than the amounts listed in Section 10(c)(iii), pursuant to the May 6, 2015 and August 9, 2016 letter agreements regarding the creation of assignment levels III and IV, shall continue to receive such differential and, effective 9/3/16, such differential shall be increased by 3%.

d. Accountant Hiring Rate

Employees hired into the title Accountant on or after July 1, 1984, who graduated in the top 25% of their class shall be paid \$1,000 above the minimum.

Section 11. Service Increments

The service increment becomes part of each eligible employee's basic salary rate. Service eligibility is related to length of City service in the appropriate occupational group, except that time served as an Assistant Workers Compensation Benefits Examiner (Workers Compensation Benefits Examiner, Level Ia) does not count toward eligibility for the one year service increment for the titles Workers Compensation Benefits Examiner and Associate Worker Compensation Benefits Examiner. An Accountant or Management Auditor who has received a service increment and is subsequently promoted to Associate Accountant or Associate Management Auditor will receive the difference between the increment amounts of the titles. Future eligibility shall be effective on the January 1, April 1, July 1, or October 1 subsequent to the employee's anniversary date. The service increment shall not be pensionable until the employee has received it for two years.

a. For Employees who had a pensionable service increment on or before 3/3/08:

(1) Employees in the below listed titles shall receive service increments as follows:

- Eligible Titles
- Accountant Level I
- City Tax Auditor Level I

Management Auditor Level I
Tax Auditor

Service	3/3/10	9/3/16
After 3 years of service	\$2,121	\$2,185
After 5 years of service	\$5,234	\$5,391
(An additional)	(\$3,113)	(\$3,206)
After 12 years of service	\$8,079	\$8,321
(An additional)	(\$2,845)	(\$2,930)

(2) Employees in the below listed titles shall receive service increments as follows:

Eligible Titles

- Associate Accountant
- Accountant Level II
- Associate Business Promotion Coordinator
- Associate Management Auditor
- Business Promotion Coordinator Level I, II, III
- City Tax Auditor Level II, III, and IV
- Management Auditor Level II
- Senior Associate Accountant

Years of Service	3/3/10	9/3/16
After 3 years of Service	\$2,121	\$2,185
After 5 years of service	\$5,687	\$5,858
(An additional)	(\$3,566)	(\$3,673)
After 12 years of service	\$8,534	\$8,790
(An additional)	(\$2,847)	(\$2,932)

(3) Employees in the below listed titles shall receive service increments as follows:

Eligible Titles

- Actuary
- Associate Retirement Benefits Examiner I
- Economist Level I
- Investment Analyst Level I
- Statistician Level I

Years of Service	3/3/10	9/3/16
After 3 Years of Service	\$1,092	\$1,125
After 5 Years of Service	\$4,209	\$4,335
(An additional)	(\$3,117)	(\$3,210)
After 12 Years of Service	\$7,262	\$7,480
(An additional)	(\$3,053)	(\$3,145)

Eligible Title

- Retirement Benefits Examiner

Years of Service	3/3/10	9/3/16
After 3 years of service	\$628	\$647
After 5 years of service	\$3,644	\$3,753
(An additional)	(\$3,016)	(\$3,106)
After 12 years of service	\$6,602	\$6,800
(An additional)	(\$2,958)	(\$3,047)

((4) Employees in the below listed titles shall receive service increments as follows:

Eligible Titles

- Associate Retirement Benefits Examiner II, III
- Economist Level II, III
- Investment Analyst Level II, III
- Principal Retirement Benefits Examiner
- Principal Statistician
- Senior Actuary
- Senior Actuary (Group Chief)
- Senior Economist
- Senior Investment Analyst
- Senior Statistician
- Statistician Level II, III
- Supervising Economist
- Supervising Investment Analyst

Years of Service	3/3/10	9/3/16
After 3 Years of Service	\$1,092	\$1,125
After 5 Years of Service	\$4,664	\$4,804
(An additional)	(\$3,572)	(\$3,679)
After 12 Years of Service	\$7,714	\$7,945
(An additional)	(\$3,050)	(\$3,141)

(5) Employees in the below listed title shall receive service increments as follows:

Eligible Title

- Income Tax Systems Analyst

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of service	\$628	\$647
After 5 years of service	\$4,099	\$4,222
(An additional)	(\$3,471)	(\$3,575)
After 12 years of service	\$7,054	\$7,266
(An additional)	(\$2,955)	(\$3,044)

(6) Employees in the below listed title shall receive service increments as follows:

Eligible Title

Research Assistant

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 Years of Service	\$809	\$833
After 5 Years of Service	\$1,623	\$1,672
(An Additional)	(\$814)	(\$839)

Employees in the above-listed title shall also be entitled to the 15-year longevity increment described in Article III, Section 9.

(7) Employees in the below listed titles shall receive service increments as follows:

Eligible Titles

Assistant Systems Analyst (EDP)
Systems Analyst (EDP)
Senior Systems Analyst (EDP)

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 Years of Service	\$1,748	\$1,800

Employees in the above-listed titles shall also be entitled to the 15-year longevity increment described in Article III, Section 9.

(8) Employees in the below listed title shall receive service increment as follows:

Eligible Titles

Workers Compensation Benefits Examiner Level Ib and II

<u>Years of Service (See: Note)</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 1 Year of Service	\$3,139	\$3,233
After 3 Years of Service	\$4,232	\$4,359
(An additional)	(\$1,093)	(\$1,126)
After 5 Years of Service	\$7,349	\$7,569
(An additional)	(\$3,117)	(\$3,210)
After 12 Years of Service	\$10,401	\$10,713
(An additional)	(\$3,052)	(\$3,144)

Note: Effective June 6, 2004, the above schedule applies after one (1) year of service in Level Ib. Time served in the title that counted toward the longevity differential in Section 12 (2) shall count toward the service increment.

(9) Employees in the below listed title shall receive service increment as follows

Eligible Title

Associate Workers Compensation Benefits Examiner
Workers Compensation Benefits Examiner, Level III

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 1 year of service	\$3,139	\$3,233
After 3 years of service	\$4,232	\$4,359
(An additional)	(\$1,093)	(\$1,126)
After 5 years of service	\$7,803	\$8,037
(An additional)	(\$3,571)	(\$3,678)
After 12 years of service	\$10,854	\$11,180
(An additional)	(\$3,051)	(\$3,143)

(10) Employees in the below listed title shall receive service increment as follows

Eligible Title

Management Auditor Trainee

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of service	\$464	\$478
After 5 years of service	\$566	\$583
(An additional)	(\$102)	(\$105)
After 12 years of service	\$660	\$680
(An additional)	(\$94)	(\$97)

(11) Employees in the below listed title shall receive service increment as follows

Eligible Title

Actuarial Specialist Level I

Hired After January 1, 2000

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of service	\$1,092	\$1,125
After 5 years of service	\$4,437	\$4,570
(An additional)	(\$3,345)	(\$3,445)
After 12 years of service	\$7,490	\$7,715
(An additional)	(\$3,053)	(\$3,145)

Actuarial Specialist Level I

Hired Before January 1, 2000

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of service	\$1,092	\$1,125
After 5 years of service	\$4,664	\$4,804
(An additional)	(\$3,572)	(\$3,679)
After 12 years of service	\$7,714	\$7,945
(An additional)	(\$3,050)	(\$3,141)

(12) Employees in the below listed titles shall receive service increment as follows:

Associate Tax Auditor
Senior Accountant
Supervising Accountant

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of service	\$1,656	\$1,706
After 5 years of service	\$5,121	\$5,275
(An additional)	(\$3,465)	(\$3,569)
After 12 years of service	\$7,873	\$8,109
(An additional)	(\$2,752)	(\$2,834)

(13) Employees in the below listed titles shall receive service increment as follows:

Accountant Level I, II
Accountant (JOP)
Actuarial Specialist Level I, I-A
Actuary
Assistant Accountant
Assistant Accountant (JOP)
Assistant Actuary
Assistant Economist
Assistant Retirement benefits Examiner
Assistant Statistician
Assistant Systems Analyst (Finance)
Assistant Workers Compensation Benefits Examiner
Associate Accountant
Associate Bookkeeper
Associate Business Promotion Coordinator
Associate Management Auditor
Associate Retirement Benefits Examiner
Associate Tax Auditor
Associate Workers Compensation Benefits Examiner
Bookkeeper
Business Promotion Coordinator Level I, II, III
City Tax Auditor
Economist Level I, II, III
Investment Analyst Level I, II, III
Investment Analyst Trainee
Management Auditor Trainee*
Management Auditor Level I, II
Principal Retirement benefits Examiner
Principal Statistician
Retirement Benefits Examiner
Senior Accountant
Senior Actuary
Senior Actuary (Group Chief)
Senior Associate Accountant
Senior Economist
Senior Investment Analyst
Senior Statistician
Senior Systems Analyst (Finance)
Statistician Level I, II, III
Supervising Accountant
Supervising Economist
Senior Investment Analyst
Senior Statistician
Senior Systems Analyst (Finance)
Statistician Level I, II, III
Supervising Accountant
Supervising Economist
Supervising Investment Analyst
Systems Analyst (Finance)
Tax Auditor
Workers Compensation Benefits Examiner

* Employees in the asterisked title shall also be entitled to the 15-year longevity increment described in Article III, Section 9.

	<u>3/3/10</u>	<u>9/3/16</u>	<u>3/3/17</u>
<u>Years of Service</u>			
After 15 years of service	\$379	\$390	\$627

b. For Employees who did not have a Pensionable Service Increment prior to 3/3/08:

(1) Employees in the below listed titles shall receive service increments as follows:

Eligible Titles

Accountant Level I
 City Tax Auditor Level I
 Management Auditor Level I
 Tax Auditor

<u>Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of service	\$2,237	\$2,304
After 5 years of service	\$5,520	\$5,686
(An additional)	(\$3,283)	(\$3,382)
After 12 years of service	\$8,521	\$8,777
(An additional)	(\$3,001)	(\$3,091)

(2) Employees in the below listed titles shall receive service increments as follows:

Eligible Titles

Associate Accountant
 Accountant Level II
 Associate Business Promotion Coordinator
 Associate Management Auditor
 Business Promotion Coordinator Level I, II, III
 City Tax Auditor Level II, III, and IV
 Management Auditor Level II
 Senior Associate Accountant

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of Service	\$2,237	\$2,304
After 5 years of service	\$5,998	\$6,178
(An additional)	(\$3,761)	(\$3,874)
After 12 years of service	\$9,001	\$9,271
(An additional)	(\$3,003)	(\$3,093)

(3) Employees in the below listed titles shall receive service increments as follows:

Eligible Titles

Actuary
 Associate Retirement Benefits Examiner I
 Economist Level I
 Investment Analyst Level I
 Statistician Level I

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of Service	\$1,152	\$1,187
After 5 years of service	\$4,439	\$4,572
(An additional)	(\$3,287)	(\$3,385)
After 12 years of service	\$7,659	\$7,889
(An additional)	(\$3,220)	(\$3,317)

Eligible Title

Retirement Benefits Examiner

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of service	\$662	\$682
After 5 years of service	\$3,843	\$3,958
(An additional)	(\$3,181)	(\$3,276)
After 12 years of service	\$6,963	\$7,172
(An additional)	(\$3,120)	(\$3,214)

(4) Employees in the below listed titles shall receive service increments as follows:

Eligible Titles

Associate Retirement Benefits Examiner II, III
 Economist Level II, III
 Investment Analyst Level II, III
 Principal Retirement Benefits Examiner
 Principal Statistician

Senior Actuary
 Senior Actuary (Group Chief)
 Senior Economist
 Senior Investment Analyst
 Senior Statistician
 Statistician Level II, III
 Supervising Economist
 Supervising Investment Analyst

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of Service	\$1,152	\$1,187
After 5 years of service	\$4,919	\$5,067
(An additional)	(\$3,767)	(\$3,880)
After 12 years of service	\$8,136	\$8,380
(An additional)	(\$3,217)	(\$3,313)

(5) Employees in the below listed title shall receive service increments as follows:

Eligible Title

Income Tax Systems Analyst

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of service	\$662	\$682
After 5 years of service	\$4,323	\$4,453
(An additional)	(\$3,661)	(\$3,771)
After 12 years of service	\$7,440	\$7,663
(An additional)	(\$3,117)	(\$3,210)

(6) Employees in the below listed title shall receive service increments as follows:

Eligible Title

Research Assistant

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of service	\$853	\$879
After 5 years of service	\$1,712	\$1,763
(An Additional)	(\$859)	(\$884)

Employees in the above-listed title shall also be entitled to the 15-year longevity increment described in Article III, Section 9.

(7) Employees in the below listed titles shall receive service increments as follows:

Eligible Titles

Assistant Systems Analyst (EDP)
 Systems Analyst (EDP)
 Senior Systems Analyst (EDP)

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of service	\$1,844	\$1,899

Employees in the above-listed title shall also be entitled to the 15-year longevity increment described in Article III, Section 9.

(8) Employees in the below listed title shall receive service increment as follows:

Eligible Titles

Workers Compensation Benefits Examiner Levels Ib and II

<u>Years of Service (See: Note)</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 1 year of service	\$3,311	\$3,410
After 3 years of service	\$4,463	\$4,597
(An additional)	(\$1,152)	(\$1,187)
After 5 years of service	\$7,751	\$7,984
(An additional)	(\$3,288)	(\$3,387)
After 12 years of service	\$10,970	\$11,299
(An additional)	(\$3,219)	(\$3,315)

Note: Effective June 6, 2004, the above schedule applies after one (1) year of service in Level Ib. Time served in the title that counted toward the longevity differential in Section 12 (2) shall count toward the service increment.

(9) Employees in the below listed title shall receive service increment as follows

Eligible Title

Associate Workers Compensation Benefits Examiner
 Workers Compensation Benefits Examiner, Level III

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 1 year of service	\$3,311	\$3,410
After 3 years of service	\$4,463	\$4,597
(An additional)	(\$1,152)	(\$1,187)
After 5 years of service	\$8,230	\$8,477
(An additional)	(\$3,767)	(\$3,880)
After 12 years of service	\$11,448	\$11,791
(An additional)	(\$3,218)	(\$3,314)

(10) Employees in the below listed title shall receive service increment as follows

Eligible Title

Management Auditor Trainee

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of service	\$489	\$504
After 5 years of service	\$597	\$615
(An additional)	(\$108)	(\$111)
After 12 years of service	\$696	\$717
(An additional)	(\$99)	(\$102)

(11) Employees in the below listed title shall receive service increment as follows

Eligible Title

Actuarial Specialist Level I

Hired After January 1, 2000

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of service	\$1,152	\$1,187
After 5 years of service	\$4,680	\$4,820
(An additional)	(\$3,528)	(\$3,633)
After 12 years of service	\$7,900	\$8,137
(An additional)	(\$3,220)	(\$3,317)

Actuarial Specialist Level I

Hired Before January 1, 2000

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of service	\$1,152	\$1,187
After 5 years of service	\$4,919	\$5,067
(An additional)	(\$3,767)	(\$3,880)
After 12 years of service	\$8,136	\$8,380
(An additional)	(\$3,217)	(\$3,313)

(12) Employees in the below listed titles shall receive service increment as follows:

Associate Tax Auditor
 Senior Accountant
 Supervising Accountant

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of service	\$1,747	\$1,799
After 5 years of service	\$5,401	\$5,563
(An additional)	(\$3,654)	(\$3,764)
After 12 years of service	\$8,304	\$8,553
(An additional)	(\$2,903)	(\$2,990)

(13) Employees in the below listed titles shall receive service increment as follows:

Accountant Level I, II
 Accountant (JOP)
 Actuarial Specialist Level I, I-A
 Actuary
 Assistant Accountant
 Assistant Accountant (JOP)
 Assistant Actuary
 Assistant Economist
 Assistant Retirement benefits Examiner
 Assistant Statistician
 Assistant Systems Analyst (Finance)
 Assistant Workers Compensation Benefits Examiner
 Associate Accountant
 Associate Bookkeeper
 Associate Business Promotion Coordinator
 Associate Management Auditor
 Associate Retirement Benefits Examiner
 Associate Tax Auditor
 Associate Workers Compensation Benefits Examiner
 Bookkeeper
 Business Promotion Coordinator Level I, II, III
 City Tax Auditor
 Economist Level I, II, III
 Investment Analyst Level I, II, III
 Investment Analyst Trainee
 Management Auditor Trainee*
 Management Auditor Level I, II
 Principal Retirement benefits Examiner
 Principal Statistician
 Retirement Benefits Examiner
 Senior Accountant
 Senior Actuary
 Senior Actuary (Group Chief)
 Senior Associate Accountant
 Senior Economist
 Senior Investment Analyst
 Senior Statistician
 Senior Systems Analyst (Finance)
 Statistician Level I, II, III
 Supervising Accountant
 Supervising Economist
 Senior Investment Analyst
 Senior Statistician
 Senior Systems Analyst (Finance)
 Statistician Level I, II, III
 Supervising Accountant
 Supervising Economist
 Supervising Investment Analyst
 Systems Analyst (Finance)
 Tax Auditor
 Workers Compensation Benefits Examiner

* Employees in the asterisked title shall also be entitled to the 15-year longevity increment described in Article III, Section 9.

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>	<u>3/3/17</u>
After 15 years of service	\$400	\$412	\$649

Section 12. Longevity Differential

The longevity differential does not become part of the basic salary rate and shall not be pensionable until the employee has received it for two years. Service eligibility is related to the length of service in the appropriate occupational group. Future eligibility shall be effective on January 1, April 1, July 1, or October 1 following the employee's anniversary date. When an employee receiving a longevity differential is promoted to a title eligible for the service increment in Section 10, the eligibility for the longevity ends and the employee would receive the appropriate service increment.

- a. Employees in the titles listed below shall receive longevity differential payments as follows:

Eligible Titles

- Assistant Accountant
- Assistant Actuary
- Assistant Economist
- Asst. Retirement Benefits Examiner
- Assistant Statistician
- Associate Bookkeeper
- Bookkeeper Levels I, II, III

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of service	\$1,274	\$1,312
After 5 years of service	\$3,105	\$3,198
(An additional)	(\$1,831)	(\$1,886)
After 12 years of service	\$4,366	\$4,497
(An additional)	(\$1,261)	(\$1,299)

- b. Employees in the titles listed below shall receive longevity differential payments as follows:

Eligible Titles

- Certified Applications Developer
- Certified Database Administrator
- Certified Local Area Network Administrator
- Certified Wide Area Network Administrator
- Certified IT Administrator (LAN)
- Certified IT Administrator (WAN)
- Certified IT Administrator (LAN/WAN)*
- Certified IT Developer (Applications)
- Certified IT Administrator (Database)
- Computer Associate (Operations)
- Computer Associate (Software)
- Computer Service Technician
- Computer Specialist (Operations)
- Computer Specialist (Software)
- Telecommunications Associate Levels I, II, III
- Telecommunications Associate (Data)
- Telecommunications Associate (Voice)
- Telecommunications Specialist

- Telecommunications Specialist (Data)
- Telecommunications Specialist (Voice)
- Supervising Computer Service Technician

*Eligible effective 5/20/2015

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of service	\$4,512	\$4,647

Employees in the above-listed titles shall also be entitled to the 15 year longevity increment described in Article III, Section 9.

- c. Employee in the titles listed below shall receive longevity differential payments as follows:

Eligible Titles

- Computer Aide
- Computer Programmer Analyst Levels I, II

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 1 year of service	\$4,509	\$4,644

Employees in the above-listed titles shall also be entitled to the 15-year longevity increment described in Article III, Section 9.

- d. Employee in the title listed below shall receive longevity differential payments as follows:

Eligible Title

- System Administrator (Campaign Finance Board)

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 3 years of service	\$2,252	\$2,320

Employees in the above-listed titles shall also be entitled to the 15-year longevity increment described in Article III, Section 9.

- e. Employees in the titles listed below shall receive longevity differential payments as follows:

Eligible Titles

- Research Assistant

<u>Years of Service</u>	<u>3/3/10</u>	<u>9/3/16</u>
After 7 years of service	\$225	\$232
After 10 years of service	\$450	\$464
(An additional)	\$225	\$232

Section 13. Recurring Increment Payment

- a. Full-time employees in the below listed titles shall be eligible to receive the Recurring Increment Payments ("RIP") set forth below.

Eligible Titles

- Assistant Systems Analyst (Finance)
- Health Information Management Specialist*
- Systems Analyst (Finance)
- Senior Systems Analyst (Finance)

*Eligible effective 3/3/17

<u>Years of Service</u>	<u>Increment</u>	<u>Total RIP</u>	<u>Increment</u>	<u>Total RIP</u>	<u>Increment</u>	<u>Total RIP</u>
9/2/11	9/2/11	9/3/11	9/3/11	9/3/12	9/3/12	
After 3 years of service	\$1,512	\$1,512	\$1,527	\$1,527	\$1,542	\$1,542

<u>Years of Service</u>	<u>Increment</u>	<u>Total RIP</u>	<u>Increment</u>	<u>Total RIP</u>	<u>Increment</u>	<u>Total RIP</u>
9/3/13	9/3/13	9/3/14	9/3/14	9/3/2015	9/3/2015	
After 3 years of service	\$1,557	\$1,557	\$1,580	\$1,580	\$1,620	\$1,620

<u>Years of Service</u>	<u>Increment</u>	<u>Total RIP</u>
9/3/2016	9/3/2016	
After 3 years of service	\$1,669	\$1,669

b. Full-time employees in the below listed titles shall be eligible to receive the Recurring RIP set forth below.

Eligible Titles

- Certified Applications Developer
- Certified Database Administrator
- Certified Local Area Network Administrator
- Certified Wide Area Network Administrator
- Sr Systems Analyst – EDP (HMH)
- Asst Systems Analyst (EDP)
- Certified It Administrator (Database)
- Certified It Administrator (LAN)
- Certified It Administrator (WAN)
- Certified It Developer (Applications)
- Computer Aide
- Computer Associate (Operations)
- Computer Associate (Software)
- Computer Programmer Analyst
- Computer Programmer Analyst Trainee
- Computer Service Technician
- Computer Specialist (Operations)
- Computer Specialist (Software)
- School Computer Technology Specialist (DOE)
- Sr Systems Analyst (EDP)
- Supervising Computer Service Technician
- Systems Administrator-Cam Fin Bd
- Systems Analyst (EDP)
- Telecommunications Associate (Data)
- Telecommunications Associate (Voice)
- Telecommunications Specialist (Data)
- Telecommunications Specialist (Voice)

<u>Years of Service</u>	<u>Increment</u>
3/3/17	
After 3 years of service	\$468

c. Full-time employees in the below title of Research Assistant shall be eligible to receive RIP set forth below.

<u>Years of Service</u>	<u>Increment</u>
3/3/17	
After 6 years of service	\$389

d. The RIPs shall be based upon years of City service and shall be paid in addition to the longevity increment set forth in Section 9. RIPs shall be payable on the January 1, April 1, July 1, or October 1 subsequent to the qualifying employee's anniversary date, subject to the rules for eligibility set forth in Appendix B of this Agreement.

Section 14. Training Fund

Effective July 1980, the following Training Fund contributions shall be made to the District Council 37 Education Fund on behalf of each full time per annum employee in a designated class of positions included herein:

a. For incumbents in all titles in the Computer Operation, Computer Programming and Computer Systems Analysis Occupational Groups and related classes of positions with the exception of incumbents in the titles Assistant Systems Analyst (EDP), Systems Analyst (EDP), and Senior Systems Analyst (EDP):

Twenty-five dollars (\$25) per annum.

b. For incumbents in all titles in the Accounting, Actuarial, Rent and Rehabilitation, Economist, Statistical and Investment Analysis Occupational Groups and related classes of positions with the exception of incumbents in the titles Assistant Systems Analyst (Finance), Systems Analyst (Finance), Senior Systems Analyst (Finance), Bookkeeper, and Associate Bookkeeper:

The contribution rate shall be determined by dividing the total number of employees in B, above, in the bargaining unit at the time the contribution is made into \$20,000.

This Section shall be subject to the waiver in Article IV, Section 1b of this Contract.

ARTICLE IV - WELFARE FUND

Section 1.

- a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement.
- b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1(b), of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the provisions of Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this Agreement, if any. In no case shall the single contribution provided in Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

Section 2.

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

Section 3.

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

Section 4.

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.

Section 5.

This Agreement incorporates the terms of the January 12, 2017 Letter Agreement regarding welfare fund contributions for eligible part-time per annum, hourly paid, per session and per diem (including seasonal appointees) whose normal work year is less than a full calendar year, as appended to this agreement.

ARTICLE V - PRODUCTIVITY AND PERFORMANCE

Introduction

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the 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 VI - GRIEVANCE PROCEDURE

Section 1. - Definition:

The term "Grievance" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York or the Rules and Regulations of the Health and Hospitals Corporation with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;
- e. A claimed wrongful disciplinary action taken against a permanent employee covered by Section 75(1) of the Civil Service Law or a permanent employee covered by the Rules and Regulations of the Health and Hospitals Corporation upon whom the agency head has served written charges of incompetence or misconduct while the employee is serving in the employee's permanent title or which affects the employee's permanent status.
- f. Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent employee covered by Section 75(1) of the Civil Service Law or a permanent employee covered by the Rules and Regulations of the Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.
- g. A claimed wrongful disciplinary action taken against an eligible provisional employee of a Mayoral agency who has served without a break in service for two years in the same or similar title or related occupational group in the same agency on a full-time per annum or full-time per diem basis and has been assigned regularly to work the normal, full-time work week established for that title.
- h. A claimed wrongful disciplinary action taken against a full-time non-competitive employee with one year of service in title, except for employees during the period of a mutually agreed upon extension of probation, as defined in Section 7 of this Article.

Section 2.

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

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

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1c, no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitation set forth in Step I below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

Step I - The employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The employee may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

NOTE: *The following STEP I(a) shall be applicable only in the Health and Hospitals Corporation in the case of grievances arising under Section 1a through 1c of this Article and shall be applied prior to Step II of this Section:*

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 meet with the employee and/or the Union for review of the grievance and shall issue a determination 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 meet with the employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

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

STEP IV - An appeal from an unsatisfactory determination at STEP III may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the STEP III determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to

the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with Title 61 of the Rules of the City of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

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

Section 3.

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

Section 4.

a. Any grievance under Section 1(d) 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.

b. 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 5.

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

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

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

STEP B(i) - If the Employee is not satisfied with the determination at STEP A above then the Employer shall proceed in accordance with the disciplinary procedures set forth in Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation. As an alternative, the Union with the consent of the employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement, including the right

to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the Employee and the Union shall file a written waiver of the right to utilize the procedures available to the employee pursuant to Sections 75 and 76 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty (30) days.

STEP B(ii) - If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of STEP A above, shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee and the Union for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the

discipline, if any, decided upon, up to and including termination of the accused Employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip STEP C of this Section and proceed directly to STEP D.

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

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

Section 6.

In any case involving a grievance under Section 1g of this Article, the "Disciplinary Procedure for Provisional Employees", including side-letter, appended, shall govern.

Section 7.

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

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

- a. Per diem employees.
- b. Temporary employees.
- c. Probationary employees.
- d. Trainees, provisionals.
- e. Non-competitive employees with less than one year of service in the title.
- f. Competitive class employees.
- g. Employees covered by section 75(1) of the Civil Service Law or Section 7:5:1 of the Rules and Regulations of the Health and Hospitals Corporation.
- h. Non-competitive employees hired under Personnel Rule 3.2.10 or Section 3:3:3 or 3:3:4 of the New York City Health and Hospital Corporation's Personnel Rules and Regulations

Step I(n) - Following the service of written charges upon an employee a conference shall be held with respect to such charges by a person who is designated by the agency head to review such charges. The employee may be represented by such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue decision in writing by the end of the fifth day following the date of the conference.

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

Section 8.

In any case involving a grievance under Section 1 (h) of this Article, the following procedures shall apply upon service of charges of incompetence or misconduct:

STEP A Following the service of written charges upon an employee a conference with such employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at STEP I of the Grievance Procedure set forth in this Agreement. The employee may be represented at such conference by a representative of the Union. At the conference the person designated by the agency head to review the charges shall: (1) verbally communicate to the employee any information reasonably necessary for the employee to understand the nature of the charges; (2) furnish to the employee copies of documentary evidence necessary to support the charges; and (3) furnish to the employee the names of potential witnesses except under unusual circumstances. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

STEP B If the employee is dissatisfied with the determination in STEP A above, he or she may appeal such determination. The appeal must be made within five (5) working days of the receipt of such determination. Such appeal shall be treated as a grievance appeal beginning with STEP II of the Grievance Procedure set forth herein.

Section 9.

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 except that a grievance concerning employees of the Health and Hospitals Corporation may be filed directly at STEP II of the grievance procedure. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 10.

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 11.

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 12.

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 13.

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 14.

A non-Mayoral agency not covered by this Agreement but which employs employees in titles identical to those covered by this Agreement may elect to permit the Union to appeal an unsatisfactory determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the last step determination. The Union should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all such appeals and answer all such appeals within fifteen (15) work days. An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

Section 15.

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 16. Expedited Arbitration Procedure.

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

i. SELECTION AND SCHEDULING OF CASES:

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 16 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

ii. CONDUCT OF HEARINGS:

- (1) The presentation of the case, to the extent possible, shall be made in the narrative form. To the degree that witnesses are necessary, examination will be limited to questions of material fact and cross examination will be similarly limited. Submission of relevant documents, etc., will not be unreasonably limited and may be submitted as a "packet" exhibit.
- (2) In the event either party is unable to proceed with hearing a particular case, the case shall be rescheduled. However, only one adjournment shall be permitted. In the event that either party is unable to proceed on a second occasion, a default judgment may be entered against the adjourning party at the Arbitrator's discretion absent good cause shown.
- (3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.
- (4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.
- (5) Decisions in this expedited procedure shall not be considered as precedent for any other case nor entered into evidence in any other forum or dispute except to enforce the Arbitrator's award.
- (6) The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE VII - 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 VIII - 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 IX - CITYWIDE ISSUES

This Agreement is subject to the provisions, terms and conditions of the Agreement which has been or may be negotiated between the City and the Union recognized as the exclusive collective bargaining representative on Citywide matters which must be uniform for specified employees, including the employees covered by this Agreement.

Employees in Rule X titles shall receive the benefits of the *Citywide Agreement* unless otherwise specifically excluded herein.

ARTICLE X - 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 XI - 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 in each of the agencies having at least fifty employees covered by this Agreement.

Section 2.

Each 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.

Each 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 XII - 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 XIII - 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 XIV - SAVINGS CLAUSE

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

ARTICLE XV - CONTRACTING-OUT CLAUSE

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

WHEREFORE, we have hereunto set our hands and seals this 16th day of December, 2021

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

FOR DISTRICT COUNCIL 37 AFSCME, AFL-CIO

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

BY: _____ /s/_____
HENRY GARRIDO
Executive Director

FOR NYC HEALTH + HOSPITALS

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

APPROVED AS TO FORM:

BY: _____ /s/_____
Eric Eichenholtz
Acting Corporation Counsel

SUBMITTED TO THE FINANCIAL CONTROL BOARD:

DATE: _____

UNIT: Accounting and EDP

TERM: March 3, 2010 to September 25, 2017

**APPENDIX A
Longevity Increment Eligibility Rules**

The following rules shall govern the eligibility of employees for the longevity increments provided for in Article III, Section 9 of the *2010-2017 Accounting and EDP Agreement*:

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

Notwithstanding the above, such time as specified in subsections a, b and c above shall not be used to calculate the 15 years of service.
4. Once an employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$800 longevity increment, the \$800 shall become part of the employee's base rate for all purposes except as provided in paragraph 5 below.
5. The \$800 longevity increment shall not become pensionable until fifteen months after the employee begins to receive such \$800 increment. Fifteen months after the employee begins to receive

the \$800 longevity increment, such \$800 longevity increment shall become pensionable and as part of the employee's base rate, the \$800 longevity increment shall be subject to the general increases provided in Article III, Section 3a of this Agreement.

**APPENDIX B
Recurring Increment
Payment Eligibility Rules**

The following rules shall govern the eligibility of Employees for the Recurring Increment Payment ("RIP") provided for in Article III, Section 13 of the 2010-2017 Accounting and EDP Unit Agreement.

1. Only service in pay status shall be used to calculate the qualifying years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the qualifying years of service. If the normal work year for an employee is less than the regular and customary work year for the employee's title, it shall be counted as a continuous year of service if the employee has customarily worked that length work year and the applicable agency verifies that information
2. Part-time employees shall be ineligible to receive RIPs, but prior part-time service shall be credited to full-time employees on a pro rata basis, provided all other terms and conditions set forth herein are met.
 - a. An employee must have regularly worked at least one half the regular hours of full time employees in the same title or if no full-time equivalent title exists then at least 17-1/2 hours for white collar positions or 20 hours for blue collar positions.
 - b. Such part time service shall be prorated by dividing the number of hours worked per week by a part-time employee by the number of hours worked per week by a full-time employee in the same title. If no full-time equivalent title exists then the divisor shall be 35 hours for white collar positions or 40 hours for blue collar positions.
3. Service in pay status prior to a break in service of more than one year shall **not** be used to calculate the qualifying years of service.
4. The following time in which an Employee is not in pay status shall not constitute a break in service, but such time shall **not** be used to calculate the qualifying years of service:
 - a. time on a leave approved by the proper authority which is consistent with the Personnel Rules and Regulations of the City of New York or the appropriate personnel authority of a covered organization,
 - b. time prior to a reinstatement,
 - c. time on a preferred or recall list, and
 - d. time not in pay status of 31 days or less.
5. RIPs shall be considered a salary adjustment for the purposes of Article III, Section 1(d) of this Agreement and the maximum salary of an eligible title shall not constitute a bar to the payment thereof.
6. Once an Employee has qualified for a RIP and is receiving it, the RIP shall become part of the Employee's base rate and included in calculating all salary based payments, except as provided in paragraph 7 below. Any future negotiated general increases shall be applied to RIPs.
7. A RIP shall not become pensionable until two years after the Employee begins to receive such RIP.

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AGREEMENT entered into this 16th day of December, 2021 by and between the **City of New York** and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the **New York City Health and Hospitals Corporation (d/b/a NYC Health + Hospitals)** (hereinafter referred to jointly as the "Employer"), and **District Council 37, A.F.S.C.M.E., AFL-CIO** (hereinafter referred to as the "Union"), for the ninety(90) month and twenty-three (23) day period from March 3, 2010 to September 25, 2017.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,
NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I – UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, whether 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):

- | | |
|---------------|---------------------------------|
| 91212, 912120 | Motor Vehicle Operator |
| 91232, 912320 | Motor Vehicle Supervisor |
| 91233, 912330 | Senior Motor Vehicle Supervisor |

Section 2.

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

ARTICLE II – DUES CHECKOFF

Section 1.

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

Section 2.

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

ARTICLE III – SALARIES

Section 1.

- a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.
- b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 40 hours, except for Employees of NYC Health + Hospitals, whose normal work week is 37 1/2 hours. In accordance with Article IX, Section 24 of the 1995–2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum Employee. An Employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such Employee and the number of hours in the said normal work week, unless otherwise specified.
- c. Employees who work on a part-time per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate 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 -	37-1/2 hour week basis – 1/1957.5 of the appropriate minimum basic salary. 40 hour week basis – 1/2088 of the appropriate minimum basic salary.
- d. The maximum salary for a title shall not constitute a bar to the payment of any salary adjustment or pay differentials provided for in this Agreement but the said increase above the maximum shall not be deemed a promotion.

Section 2.

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

a. Effective March 3, 2010

Title	i. Minimum		ii. Maximum
	(1) Hiring Rate*	(2) Incumbent Rate	
Motor Vehicle Supervisor			
Level I	\$42,506	\$48,882	Flat Rate
Level II	\$45,607	\$52,448	Flat Rate
Motor Vehicle Operator			
Hiring Rate	\$33,695	\$38,749	
after 1 year	\$34,833	\$40,058	
after 2 years		\$41,377	
after 3 years		\$42,095	
Sr. Motor Vehicle Supervisor**	\$45,607	\$52,448	Flat Rate

b. Effective September 3, 2011

Title	i. Minimum		ii. Maximum
	(1) Hiring Rate*	(2) Incumbent Rate	
Motor Vehicle Supervisor			
Level I	\$42,931	\$49,371	Flat Rate
Level II	\$46,063	\$52,972	Flat Rate
Motor Vehicle Operator			
Hiring Rate	\$34,031	\$39,136	
after 1 year	\$35,182	\$40,459	
after 2 years		\$41,791	
after 3 years		\$42,516	
Sr. Motor Vehicle Supervisor**	\$46,063	\$52,972	Flat Rate

c. Effective September 3, 2012

Title	i. Minimum		ii. Maximum
	(1) Hiring Rate*	(2) Incumbent Rate	
Motor Vehicle Supervisor			
Level I	\$43,361	\$49,865	Flat Rate
Level II	\$46,523	\$53,502	Flat Rate
Motor Vehicle Operator			
Hiring Rate	\$34,371	\$39,527	
after 1 year	\$35,534	\$40,864	
after 2 years		\$42,209	
after 3 years		\$42,941	
Sr. Motor Vehicle Supervisor**	\$46,523	\$53,502	Flat Rate

d. Effective September 3, 2013

Title	i. Minimum		ii. Maximum
	(1) Hiring Rate*	(2) Incumbent Rate	
Motor Vehicle Supervisor			
Level I	\$43,795	\$50,364	Flat Rate
Level II	\$46,989	\$54,037	Flat Rate
Motor Vehicle Operator			
Hiring Rate	\$34,715	\$39,922	
after 1 year	\$35,890	\$41,273	
after 2 years		\$42,631	
after 3 years		\$43,370	
Sr. Motor Vehicle Supervisor**	\$46,989	\$54,037	Flat Rate

e. Effective September 3, 2014

Title	i. Minimum		ii. Maximum
	(1) Hiring Rate*	(2) Incumbent Rate	
Motor Vehicle Supervisor			
Level I	\$44,451	\$51,119	Flat Rate
Level II	\$47,694	\$54,848	Flat Rate
Motor Vehicle Operator			
Hiring Rate	\$35,236	\$40,521	
after 1 year	\$36,428	\$41,892	
after 2 years		\$43,270	
after 3 years		\$44,021	
Sr. Motor Vehicle Supervisor**	\$47,694	\$54,848	Flat Rate

f. Effective September 3, 2015

Title	i. Minimum		ii. Maximum
	(1) Hiring Rate*	(2) Incumbent Rate	
Motor Vehicle Supervisor			
Level I	\$45,563	\$52,397	Flat Rate
Level II	\$48,886	\$56,219	Flat Rate
Motor Vehicle Operator			
Hiring Rate	\$36,117	\$41,534	
after 1 year	\$37,338	\$42,939	
after 2 years		\$44,352	
after 3 years		\$45,122	
Sr. Motor Vehicle Supervisor**	\$48,886	\$56,219	Flat Rate

g. Effective September 3, 2016

Title	i. Minimum		ii. Maximum
	(1) Hiring Rate*	(2) Incumbent Rate	
Motor Vehicle Supervisor			
Level I	\$46,930	\$53,969	Flat Rate
Level II	\$50,353	\$57,906	Flat Rate
Motor Vehicle Operator			
Hiring Rate	\$37,200	\$42,780	
after 1 year	\$38,458	\$44,227	
after 2 years		\$45,683	
after 3 years		\$46,476	
Sr. Motor Vehicle Supervisor**	\$50,353	\$57,906	Flat Rate

*Employees hired on or after 9/3/11, 9/3/12, 9/3/13, 9/3/14, 9/3/15, or on or after 9/3/16 shall be paid the hiring rate effective after 9/3/11, 9/3/12, 9/3/13, 9/3/14, 9/3/15, or 9/3/16, respectively. Upon completion of two (2) years of active or qualified inactive service, such employees shall be paid the indicated "minimum" for the applicable title that is in effect on the two year anniversary of their original appointment as set forth in the applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated hiring rate.

** To be deleted

Section 3. - Wage Increases

a. Ratification Bonus

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

- i. Full-time per annum and full-time per diem Employees shall receive a pro-rata lump sum cash payment the computation of which shall be based on service during the period from July 1, 2013 through June 30, 2014.
- ii. Where the regular and customary work year for a title is less than a twelve-month year, such as a school year, such computations shall be based on service during the period from September 5, 2013 through June 26, 2014 or other applicable dates for other school-based employees.

- iii. Part-time per annum, part-time per diem (including seasonal appointees), per session, hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment based on their regularly scheduled hours and the hours in a full calendar year.
- iv. The lump sum cash payments shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.
- v. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of Section 3(A) of this agreement. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

b. General Wage Increase

- i. The general wage increases, effective as indicated, shall be:
 - 1. Effective September 3, 2011, Employees shall receive a general increase of 1.00%.
 - 2. Effective September 3, 2012, Employees shall receive an additional general increase of 1.00%.
 - 3. Effective September 3, 2013, Employees shall receive an additional general increase of 1.00%.
 - 4. Effective September 3, 2014, Employees shall receive an additional general increase of 1.50%.
 - 5. Effective September 3, 2015, Employees shall receive an additional general increase of 2.50%.
 - 6. Effective September 3, 2016, Employees shall receive an additional general increase of 3.00%.
 - 7. Part-time per annum, part-time per diem Employees (including seasonal appointees), per session and hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 3, subsections b(i)(1)-(6) on the basis of computations heretofore utilized by the parties for all such Employees.
- ii. The increases provided for in Section 3(b)(i) above shall be calculated as follows:
 - 1. The general increase in Section 3(b)(i)(1) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2011;
 - 2. The general increase in Section 3(b)(i)(2) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2012;
 - 3. The general increase in Section 3(b)(i)(3) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2013;
 - 4. The general increase in Section 3(b)(i)(4) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2014;
 - 5. The general increase in Section 3(b)(i)(5) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2015;
 - 6. The general increase in Section 3(b)(i)(6) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on September 2, 2016;
- iii.
 - 1. The general increases provided for in this Section 3(b)(i)(1)-(6) shall be applied to the base rates, incremental salary levels, and the minimum "hiring rate" and "incumbent rate" and maximum rates (including levels), for the applicable titles.
 - 2. Effective September 3, 2016, the general increase provided for in this Section 3(b)(i)(6) shall be applied to "additions to gross." "Additions to gross" shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowance, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and

experience, certification, educational, license, evening, or night shift differentials.

- 3. Section 3(b)(iii)(2) does not apply to Recurring Increment Payments (RIPs) that automatically increase with wage increases.
- 4. Section 3(b)(iii)(2) does not apply to Service Increments once earned for two years that are rolled into base salary and increased with wage increases.

Section 4. New Hires

- a. The following provisions shall apply to Employees newly hired on or after March 3, 2010:
 - i. During the first two (2) years of service, the "appointment rate" for a newly hired employee shall be fifteen percent (15%) less than the applicable "incumbent minimum" for said title that is in effect on the date of such appointment as set forth in this Agreement. The general increases provided for in subsections 3(b)(i), 3(b)(ii), 3(b)(iii), 3(b)(iv), 3(b)(v), and 3(b)(vi) shall be applied to the "appointment rate."
 - ii. Upon completion of two (2) years of service such employees shall be paid the indicated "incumbent minimum" for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment as set forth in this Agreement.
- b. For the purposes of Section 4(a) and 4(c), employees 1) who were in active pay status before March 3, 2010, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2(a)(i)(2), 2(b)(i)(2), 2(c)(i)(2), 2(d)(i)(2), 2(f)(i)(2), and 2(g)(i)(2) of this Article III:
 - i. Employees who return to active status from an approved leave of absence.
 - ii. Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
 - iii. Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
 - iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
 - v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 - vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
 - vii. A provisional employee who is appointed directly from one provisional appointment to another.
 - viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VII of this Agreement.
- c.
 - i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service.
 - ii. Employees who change titles or levels before attaining two years of service will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- d. The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsection 4.

Section 5.

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

Section 6.

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 7. Advancement Increase

A person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with Personnel Rules and Regulations of the City of New York or, where the Personnel Rules and Regulations of the City of New York are inapplicable to a public employer, such other Rules or Regulations as are applicable to the public employer, without a break in service to any of the following title(s) from another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

	<u>Effective 3/3/2010</u>	<u>Effective 9/3/2016</u>
Motor Vehicle Supervisor*		
Level I	\$1,347	\$1,387
Level II	\$1,833	\$1,888
Senior Motor Vehicle Supervisor	\$1,833	\$1,888

*This title was revised pursuant to DCAS Resolution # 2012-1 dated January 24, 2012.

Section 8. Assignment Level Increase

An Employee assigned to a higher assignment level shall receive as of the effective date of such assignment, either the appointment rate for the assigned level or the rate received in the former level plus the specified amount listed below, whichever is greater:

	<u>Effective 3/3/2010</u>	<u>Effective 9/3/2016</u>
Motor Vehicle Supervisor Level II*	\$1,833	\$1,888

* This title was revised pursuant to DCAS Resolution # 2012-1 dated January 24, 2012.

Section 9. Longevity Increment

- a. Employees with 15 years or more of "City" service in pay status shall receive a longevity increment of \$800 per annum.
- b. The rules for eligibility for the longevity increment described above in subsection a, shall be set forth in Appendix A of this Agreement and are incorporated by reference herein.

Section 10. Recurring Increment Payment

- a. All full-time per annum and full time per diem Employees covered by this agreement shall be eligible to receive the RIP as set forth below:

<u>Years of Service</u>	<u>3/3/10</u>	<u>3/3/10</u>	<u>9/3/11</u>	<u>9/3/11</u>	<u>9/3/12</u>	<u>9/3/12</u>
	<u>Increment</u>	<u>Total RIP</u>	<u>Increment</u>	<u>Total RIP</u>	<u>Increment</u>	<u>Total RIP</u>
After 10 years of service	\$1,361	\$1,361	\$1,375	\$1,375	\$1,389	\$1,389
	<u>9/3/13</u>	<u>9/3/13</u>	<u>9/3/14</u>	<u>9/3/14</u>	<u>9/3/2015</u>	<u>9/3/2015</u>
	<u>Increment</u>	<u>Total RIP</u>	<u>Increment</u>	<u>Total RIP</u>	<u>Increment</u>	<u>Total RIP</u>
After 10 years of service	\$1,403	\$1,403	\$1,424	\$1,424	\$1,460	\$1,460
	<u>9/3/2016</u>	<u>9/3/2016</u>	<u>3/3/17</u>	<u>3/3/17</u>		
	<u>Increment</u>	<u>Total RIP</u>	<u>Increment</u>	<u>Total RIP</u>		
After 10 years of service	\$1,504	\$1,504	\$1,504	\$1,504		
After 15 years of service	N/A	N/A	\$413	\$1,917		
After 20 years of service	N/A	N/A	\$412	\$2,329		

- b. The RIP shall be based upon years of City service and shall be paid in addition to the Longevity Increment in Section 9. RIPs shall be payable January 1, April 1, July 1, or October 1 subsequent to the qualifying employee's anniversary date, subject to the eligibility set forth in Appendix B of this Agreement.

Section 11. Assignment Differentials

- a. Effective as of the dates indicated, a differential in the amounts set forth below shall be paid to an Employee in the title of Motor Vehicle Operator for each normal work shift during which the Employee actually drives one of the following vehicles:

<u>Effective</u>	<u>Effective</u>
<u>3/3/10</u>	<u>9/3/16</u>
\$5.14/shift	\$5.29/shift

1. A vehicle having a maximum gross weight of between 18,000 lbs. and 28,999 lbs.
2. Tow Truck
3. Tower Truck
4. Sweeper
5. Dump Truck (must have power take off and/or hydraulic unit for raising or lowering dump body.)
6. Zamboni
7. Mounted Compressor
8. Cherry Picker, High Ranger, Tree Lift or Tree Trimmer
9. Dempster Dumpster
10. Gasoline and Kerosene Truck with mounted tank (tank must be mounted on chassis.)
11. Moline Snow Plow, Cross Walk Plow
12. Iron Horse
13. Bus seating between 14 and 39 passengers
14. Truck when towing generator or compressor
15. Patrol Wagon

- i. In addition to any differential payable under Section 11 (a) (2) above, effective as of the dates indicated, an assignment differential in the pro-rated annual amount set forth below, shall be paid to Motor Vehicle Operators in the Police Department who actually drive a Tow Truck:

<u>Effective</u>	<u>Effective</u>
<u>3/3/10</u>	<u>9/3/16</u>
\$1,272/per annum	\$1,310/per annum

- b. Effective as of the dates indicated, a differential in the amounts set forth below shall be paid to an Employee in the title of Motor Vehicle Operator for each normal work shift during which the Employee actually drives one of the following vehicles:

<u>Effective</u>	<u>Effective</u>
<u>3/3/10</u>	<u>9/3/16</u>
\$10.22/shift	\$10.53/shift

1. A vehicle having a maximum gross weight of 29,000 lbs. or more.
2. Packer Loader
3. Motor Grader
4. Bulldozer
5. Bus seating 40 or more passengers
6. MERVAN
7. Front End Loader
8. Back Hoe
9. Tractor Trailer
10. Wengill Wagon

- 11. Large Wrecker and/or Large Twin Boom Tow Truck
- 12. Boom Truck
- 13. Scavenger and/or Beach Sanitizer
- 14. Truck when towing powerray portable asphalt storage unit.
- 15. Roll Back and Winch Truck
- 16. Large Furniture Van

In lieu of any differential payable under Section 11 (b) (1), effective as of the dates indicated, an assignment differential in the amount set forth below shall be paid to Motor Vehicle Operators specified in the agencies listed below:

In the Fire Department for each normal work shift for those periods when the Employee operates a Tiller Truck (29,000 lbs. or more):

Effective 3/3/10
\$19.64/shift

Effective 9/3/16
\$20.23/shift

In the Police Department for each normal work shift for those periods when the Employee operates a Large Wrecker or Twin Boom Tow Truck:

In the Department of Correction for each normal work shift for those periods when the Employee operates a Large Wrecker or Twin Boom Tow Truck:

Effective 3/3/10
\$40.08/shift

Effective 9/3/16
\$41.28/shift

- i. In addition to any differential payable under Section 11 a (i), 11 (b) (1) or 11 (b) (9), effective as of the dates indicated, an assignment differential in the amount set forth below shall be paid to Motor Vehicle Operators in the Police Department for each normal work shift for those periods when the Employee operates a Tractor Trailer or a Truck having a maximum gross weight of 29,000 lbs. or more:

Effective 3/3/10
\$19.64/shift

Effective 9/3/16
\$20.23/shift

- ii. In addition to any differential payable under Section 11 (b) (1), effective as of the dates indicated, an assignment differential in the amount set forth below shall be paid to an employee in the title of Motor Vehicle Operator in the Department of Environmental Protection for each normal work shift during which the Employee is assigned to the Residual Unit or Lug Unit and actually drives a truck having a maximum gross weight of 29,000 lbs. or more.

Effective 3/3/10
\$19.64/shift

Effective 9/3/16
\$20.23/shift

- c. In addition to any differential payable under Section 11(a), 11 (a) (i), 11(b), 11(b)(i) or 11(b)(ii), a differential in the amount indicated below shall be paid to each Employee in the title Motor Vehicle Operator for each work shift or any part thereof during which said employee is required to drive an Eleven Cubic Yard Dump Truck ("Queen Mary") or a vehicle with an equivalent or greater capacity or weight when used to plow snow on public street or limited access highways. Employees who are normally required to drive such vehicles shall, where possible, be granted preference in driving such vehicles when used to plow snow on public street or limited access highways, including on an overtime basis.

Effective 3/3/10
\$10.22/shift

Effective 9/3/16
\$10.53/shift

d. Applicable Rules for Assignment Differentials Provided in Subsections a, b, c and l:

- (i) The differential shall not be paid for driving a heavy duty or special vehicle within the yard unless its special purpose is to be driven within the yard.
- (ii) When an Employee in the title of Motor Vehicle Supervisor or Senior Motor Vehicle Supervisor is assigned as a replacement for a Motor Vehicle Operator and drives a Heavy Duty and/or Special Vehicle as described in subsections 11 (a), 11(a)(i), 11 (b), 11 (b) (i), 11 (b) (ii) and 11 (c) above, the Employee shall receive the specific assignment differential assigned to the vehicle.
- (iii) Except for the differentials provided in subsections 11(a)(i), 11(b)(i), 11(b)(ii), 11(c) and 11 (l), an Employee shall not receive more than one differential payment for a work shift.

- (iv) The first eligible Employee assigned to a vehicle for a shift shall receive the differential and shall continue to be assigned to said vehicle. In other situations, the principle of seniority shall prevail if the Employee is capable of driving the vehicle.

- e. An assignment differential in the pro-rated annual amount set forth below shall be paid to Motor Vehicle Operators in the Fire Department assigned within the Ambulance Division of the Emergency Medical Service (except those working in the Communication Center of the Emergency Medical Service who shall not be eligible for this assignment differential):

Effective 3/3/10
\$1,049/annum

Effective 9/3/16
\$1,080/annum

- f. An assignment differential in addition to any other differential (s) to which the Employee is entitled shall be paid to Motor Vehicle Operators in the Bureau of Motor Equipment of the Department of Sanitation in the pro-rated annual amount indicated below for those periods when the Employee is assigned and actually drives the tire delivery trucks and, in addition to their other duties and as part of their duties on tire delivery trucks, loads and unloads tires, parts, and equipment:

Effective 3/3/10
\$5,456/annum

Effective 9/3/16
\$5,620/annum

- g. An assignment differential in the pro-rated annual amount set forth below, shall be paid to Motor Vehicle Operators in the Department of Citywide Administrative Services for those periods when the Employee is assigned to load and unload heavy equipment and materials at warehouses, delivery points, platforms, moving vans or trucks and other duties generally performed by Group B Laborers as part of their duties on delivery trucks.

Effective 3/3/10
\$5,456/annum

Effective 9/3/16
\$5,620/annum

- h. An assignment differential in the pro-rated annual amount set forth below, shall be paid to Motor Vehicle Operators in the Financial Information Systems Agency for those periods when the Employee is assigned on a regular basis to perform duties of loading and unloading vehicles, sorting, making pick-ups and room deliveries of mail, packages and heavy boxed documents to agencies which send or receive such mail, documents, packages and/or boxes from the Agency:

Effective 3/3/10
\$2,682/annum

Effective 9/3/16
\$2,762/annum

- i. Effective as of the date indicated, an assignment differential as set forth below shall be paid to Motor Vehicle Operators in the Department of Health and Mental Hygiene for each normal work shift during which the employee is assigned to the Morgue Driver Detail.

Effective 3/3/10
\$4.89/shift

Effective 9/3/16
\$5.04/shift

- j. In addition to any differential payable under Section 11(b)(1)(2) and (16), an assignment differential in the amount set forth below, shall be paid to an Employee in the title of Motor Vehicle Operator in the Department of Education for each normal work shift during which the Employee actually drives a vehicle having a maximum gross weight of 29,000 lbs. or more, a large furniture van or a packer loader.

Effective 3/3/10
\$19.64/shift

Effective 9/3/16
\$20.23/shift

- k. A differential, as indicated below, per normal work shift shall be paid to an Employee in the title of Motor Vehicle Operator required to drive a Laundry Truck in the Department of Homeless Services.

Effective 3/3/10
\$19.64/shift

Effective 9/3/16
\$20.23/shift

- l. Effective as of the dates indicated, an assignment differential, in the pro-rated annual amount as set forth below, shall be paid to Motor Vehicle Operators in the Health and Hospitals Corporation when assigned on a regular basis to the Cook-Chill Plant on the campus of Kings County Hospital Center.

Effective 3/3/10
\$2,909/annum

Effective 9/3/16
\$2,996/annum

Section 12. Uniform Allowance

The enumerated pro-rated annual sums shall be provided to employees in the listed classes of positions who are required to wear uniforms in the indicated agencies:

Title	Effective 3/3/10	Effective 9/3/16	Effective 3/3/17
Motor Vehicle Operator			
Health + Hospitals	\$286	\$295	\$295
Department of Sanitation	\$286	\$295	\$295
Department of Correction	\$286	\$295	\$295
Police Department	\$331	\$341	\$341
Department of Cultural Affairs	\$235	\$242	\$242
EMS/Fire	\$286	\$295	\$295
Motor Vehicle Supervisor Level I			
Health + Hospitals	\$286	\$295	\$295
Department of Correction (uniform maintenance allowance)	N/A	N/A	\$331
Department of Cultural Affairs	\$369	\$380	\$380
EMS/Fire	\$286	\$295	\$295
Motor Vehicle Supervisor Level II			
Department of Correction (uniform maintenance allowance)	N/A	N/A	\$331
Department of Cultural Affairs	\$286	\$295	\$295
EMS/Fire	\$286	\$295	\$295
Senior Motor Vehicle Supervisor			
Health + Hospitals	\$286	\$295	\$295
Department of Cultural Affairs	\$286	\$295	\$295
EMS/Fire	\$286	\$295	\$295

ARTICLE IV – WELFARE FUND

Section 1.

- a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement.
- b. When an election is made by the Union pursuant to the provisions of Article XIII, Section 1(b), of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the provisions of Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement, and when such election is made, the Union hereby waives its right to training, education and/or legal services contributions provided in this Agreement, if any. In no case shall the single contribution provided in Article XIII, Section 1(b) of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

Section 2.

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

Section 3.

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

Section 4.

The May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, will be attached as an Appendix, and is deemed to be part of this 2010-2017 DC 37 MEA.

Section 5.

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

ARTICLE V – PRODUCTIVITY AND PERFORMANCE

Introduction

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the 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.

Section 4.

The Employer and the Union recognize the need to continue and develop incentives for safe driving and the importance of promotional opportunities as an incentive to efficiency in all agencies.

Section 5.

A Motor Vehicle Operator may be required to perform any assignment consistent with the New York City Department of Personnel Specification, CODE NO. 91212 promulgated November 29, 1965, or any subsequent superseding specifications.

Section 6.

When not driving, any Motor Vehicle Operator may be required to perform such additional duties as running errands, answering phones and delivering mail and/or small packages.

Section 7.

The Motor Vehicle Operator shall load, unload and make deliveries as required. Should delivery of heavy or bulky items require the services of more than one individual, then the Motor Vehicle Operator shall assist.

ARTICLE VI – PRODUCTIVITY BY AGENCY

Introduction

Productivity in the various agencies may best be improved by focusing on specific assignments; thus the parties further agree:

Section 1.

In the Department of Citywide Administrative Services, the Motor Vehicle Operator shall perform their present normal duties and those additional productivity duties as outlined in the following subsections:

- a. Passenger Car – (Division of Public Structures): When the official whom a Motor Vehicle Operator drives is absent for a day or for a length of time, then said Motor Vehicle Operator shall be assigned to other Motor Vehicle Operator duties.
- b. Station Wagon – (Division of Public Structures): When not actually driving, Motor Vehicle Operators shall assist in loading and unloading of materials.
- c. Bus (20 Passenger) – (Division of Public Structures): Motor Vehicle Operators shall assist passengers getting on or off the bus, perform preventive care of vehicle, and clean the windows, interior and exterior of the bus. When not driving the bus, Motor Vehicle Operators shall be assigned to other driving duties or detailing in garage area.
- d. Moving Van (Furniture) – (Division of Public Structures): Motor Vehicle Operators shall assist in loading and unloading the Van. Motor Vehicle Operators shall make light deliveries and light pick-ups by themselves. When not driving the Van, Motor Vehicle Operators shall be assigned to other driving duties.
- e. Tow Trucks – (Division of Public Structures): When not operating tow trucks, Motor Vehicle Operators shall be assigned to work around the garage area. Such work shall include but not be limited to moving cars awaiting repairs, moving heavy supplies with the use of mechanical assistance such as chain hoists, and hand trucks or dollies, moving cars obstructing traffic in the vicinity of the repair area, operating the snow plow in the vicinity of the garage and/or answer phones.
- f. Small Panel Truck – (Municipal Broadcasting System): Motor Vehicle Operators shall assist in loading, delivering, setting up, dismantling and/or unloading equipment, and assisting the Engineer in non-technical work.
- g. Sedan – (Division of Municipal Supplies): This is a solo operation. Upon completion of messenger service (mail pick-up and delivery), if time permits, Motor Vehicle Operators shall sort mail, answer phones, and perform related activities as may be assigned by the Supervisor.
- h. Small Van Truck – (Typewriter Service): This is a solo operation. Motor Vehicle Operators shall load, unload, make pick-ups and room deliveries except at Correctional Institutions, Hospitals and Colleges where pick-up and deliveries shall be at designated areas.
- i. All Motor Vehicle Operators in the Department of Citywide Administrative Services shall operate snow plows in the vicinity of garages and warehouses when not performing their regular duties.

Section 2.

In the Department of Transportation, Bureau of Highway Operations, Motor Vehicle Operators shall perform their present normal duties and those additional productivity duties as outlined in the following subsections:

- a. At the direction of the Supervisor, unless extraordinary conditions prevent it, Motor Vehicle Operators assigned to the asphalt resurfacing program shall pick up and deliver at least three (3) loads per day.
- b. Motor Vehicle Operators shall be responsible for assisting in "chaining-up" of vehicles to be used in snow emergency.
- c. In inclement weather, after loading at the asphalt plant, Motor Vehicle Operators assigned to the asphalt resurfacing program shall assist and see to it that the hot asphalt is covered with a tarpaulin.
- d. When not operating a vehicle at a work site, Motor Vehicle Operators shall place cones in designated areas, set up barricades when necessary, and flag on-coming vehicles as directed.

Section 3.

In the Department of Records and Information Services, Motor Vehicle Operators shall perform their present normal duties and the following additional productivity duties: load and unload the vehicles; pick up and deliver by themselves records as requested by City agencies; and also deliver empty cartons.

Section 4.

In the New York City Fire Department, Motor Vehicle Operators shall perform their present normal duties and those additional productivity duties as outlined in the following subsections:

- a. Duties required of Motor Vehicles Operators assigned to Emergency Medical Service Ambulances:

Specification A. – Assignment to Ambulance:

1. Motor Vehicle Operator shall check ambulance for gas, oil, water, battery, radio (Two-way), lights, damages, etc.
2. Shall maintain interior, exterior of ambulance for cleanliness. Shall wash vehicle whenever required.
3. Shall perform minor repairs required for safe operation of assigned vehicle, such as replace light bulbs, wiper blades, flat tires, grease or other related preventive maintenance as required.
4. Shall be familiar with all two-way radio code signal for ambulance operation.
5. Shall prepare Motor Vehicle Operator's Trip Log Sheet (C.O. 4) and Motor Vehicle Operator's Recap Sheet.
6. Shall check ambulance for all medical equipment under his jurisdiction, such as body bags, stretcher, poles, pads, etc.

Specification B – Operation in Emergency Medical Service:

1. Motor Vehicle Operators shall maintain communications via radio or land line to ambulance communication division for continuity of availability.
2. Motor Vehicle Operators may be assigned to dispatch, record, time stamp, emergency ambulance calls in the absence of a Supervisor. They shall maintain the ambulance log books for proper recording of all calls.
3. Shall alert the Communications Division of any unusual or multiple casualty conditions upon arrival or in route to a call.
4. Shall, upon arrival at place of call, assist with emergency treatment, removal, (chair, stretcher or assisting to walk) with ambulance technicians or other authorized personnel, injured or ill patients.
5. Shall take normal precautions to prevent loss of ambulance and equipment.
6. Shall report loss or theft.
7. Shall report all accidents to proper authority and also prepare required written reports.
8. Upon completion of assigned calls, shall as required replace all needed equipment. Clean and prepare ambulance for next assignment.

Specification C. – Department:

1. Motor Vehicle Operators shall be in proper authorized uniform during assigned tour of duty.
2. Motor Vehicle Operators' conduct shall be courteous and efficient at all times during his/her tour of duty.
3. Motor Vehicle Operator shall operate their assigned vehicles in a safe and lawful manner as prescribed by all applicable laws and regulations including the Emergency Medical Service Directives.

- b. The following duties shall be required of Motor Vehicle Operators assigned to MERVAN in addition to Specifications A, B, and C set forth in Subsection 4(a) above:

1. Inspect and operate auxiliary power supply.
2. Inspect and fill water tanks.
3. Inspect and check all water lines.
4. Inspect and check outside power lines.
5. Then in service, shall also act as radio communicator for central disaster control unit.

Section 5.

In the Department of Health and Mental Hygiene, Motor Vehicle Operators shall perform their present normal duties and those additional productivity duties as outlined in the following subsections:

- a. Motor Vehicle Operators when assigned to Mortuary Service shall be subject to Specifications A (except as noted below) and C as set forth in Subsection 4(a) above and shall also be required to perform the following duties:

Specification B – Operation in Mortuary Service:

1. Motor Vehicle Operators shall maintain land line communication with Mortuary Office for continued availability to pick up "Emergency Medical Examiner" cases. (possible homicides, suicides, possible foul play).

2. Shall be required to assist in the removal and carrying of bodies from homes, hospitals or other institutions or public places to county morgues.

Section 6.

In the New York City Human Resources Administration, Motor Vehicle Operators shall perform their present normal duties and those additional productivity duties as outlined in the following subsections:

- a. Motor Vehicle Operators when assigned to Home Care Services shall be subject to Specifications A (except item 4) and C as set forth in Subsection 4(a) above and shall also be required to perform the following duties:

Specification C – Operation in the Home Care Service:

1. Motor Vehicle Operators shall maintain communication with the Director of Home Care Service in order to insure continuity of availability.
2. Motor Vehicle Operators shall maintain accurate trip tickets of all trips to patients’ homes, clinics, doctors visits to patients’ homes, drug deliveries, etc.
3. Same as Ambulance
4. Shall when required assist Home Care Technician or Doctor in transporting a patient to or from hospital or clinic.
5. Items 5, 6, and 7 same as Ambulance

ARTICLE VII – GRIEVANCE PROCEDURE

Section 1. – Definition:

The term “Grievance” shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, *written* policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Rules and Regulations of the City of New York or the Rules and Regulations of NYC Health + Hospitals with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of Employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;
- e. A claimed wrongful disciplinary action taken against a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent Employee covered by the Rules and Regulations of NYC Health + Hospitals upon whom the agency head has served written charges of incompetence or misconduct while the Employee is serving in the Employee’s permanent title or which affects the Employee’s permanent status.
- f. Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent Employee covered by the Rules and Regulations of NYC Health + Hospitals where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.
- g. A claimed wrongful disciplinary action taken against an eligible provisional employee of a Mayoral agency who has served without a break in service for two years in the same or similar title or related occupational group in the same agency on a full-time per annum or full-time per diem basis and has been assigned regularly to work the normal, full-time work week established for that title.

Section 2.

The Grievance Procedure, except for grievances as defined in Sections l(d), II, and 1(g) of this Article, shall be as follows:

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

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section II, no monetary award shall in any event cover any period prior to the date of the filing of the **STEP I** grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work. No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed within the time limitation set

forth in **STEP I** below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

STEP I

The Employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The Employee may also request an appointment to discuss the grievance and such request shall be granted.

The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

The following STEP I(a) shall be applicable only in NYC Health + Hospitals in the case of grievances arising under Section 1(a) through 1(c) of this Article and shall be applied prior to Step II of this Section:

- 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. An 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 I** shall meet with the Employee and/or the Union for review of the grievance and shall issue a determination 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**. An appeal must be made within five (5) work days of the receipt of the **STEP I** or **STEP I(a)** determination. The agency head or designated representative, if any, shall meet with the Employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

STEP III

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

STEP IV

An appeal from an unsatisfactory determination at **STEP III** may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the **STEP III** determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a “grievance.” The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Title 61 of the Rules of the City Of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer. The arbitrator’s decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement. The arbitrator’s award shall be final and binding and enforceable in any appropriate tribunal in accordance with Article 75 of the Civil Practice Law and Rules. The arbitrator may provide for and direct such relief

as the arbitrator deems necessary and proper, subject to the limitations set forth above and any applicable limitations of law.

Section 3.

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

Section 4.

- a. Any grievance under Section 1(d) 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.
- b. 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 5. Disciplinary Procedures for Permanent Competitive Employees

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

- STEP A** Following the service of written charges, a conference with such Employee shall be held with respect to such charges by the person designated by the agency head to review a grievance at **STEP I** of the Grievance Procedure set forth in this Agreement. The Employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference. If the Employee is satisfied with the determination in **STEP A** above, the Employee may choose to accept such determination as an alternative to and in lieu of a determination made pursuant to the procedures provided for in Section 75 of the Civil Service Law or the Rules and Regulations of NYC Health + Hospitals. As a condition of accepting such determination, the Employee shall sign a waiver of the Employee's right to the procedures available to him or her under Sections 75 and 76 of the Civil Service Law or the Rules and Regulations of NYC Health + Hospitals.
- STEP B (i)** If the Employee is not satisfied with the determination at **STEP A** above then the Employer shall proceed in accordance with the disciplinary procedures set forth in Section 75 of the Civil Service Law or the Rules and Regulations of NYC Health + Hospitals. As an alternative, the Union with the consent of the Employee may choose to proceed in accordance with the Grievance Procedure set forth in this Agreement, including the right to proceed to binding arbitration pursuant to **STEP IV** of such Grievance Procedure. As a condition for submitting the matter to the Grievance Procedure the Employee and the Union shall file a written waiver of the right to utilize the procedures available to the Employee pursuant to Sections 75 and 76 of the Civil Service Law or the Rules and Regulations of NYC Health + Hospitals or any other administrative or judicial tribunal, except for the purpose of enforcing an arbitrator's award, if any. Notwithstanding such waiver, the period of an Employee's suspension without pay

pending hearing and determination of charges shall not exceed thirty (30) days.

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

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

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

Section 6. Disciplinary Procedure for Provisional Employees

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

Section 7.

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 except that a grievance concerning Employees of NYC Health + Hospitals may be filed directly at **STEP II** of the grievance procedure. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 8.

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 9.

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 10.

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 11.

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 12.

A non-Mayoral agency not covered by this Agreement but which employs Employees in titles identical to those covered by this Agreement may elect to permit the Union to appeal an unsatisfactory

determination received at the last step of its Grievance Procedure prior to arbitration on fiscal matters only to the Commissioner of Labor Relations. If such election is made, the Union shall present its appeal to the Commissioner of Labor Relations in writing within ten (10) work days of the receipt of the last step determination. The Union should submit copies of the grievance filings at the prior steps of its Grievance Procedure and any agency responses thereto. Copies of such appeals shall be sent to the agency head. The Commissioner of Labor Relations, or the Commissioner's designee, shall review all such appeals and answer all such appeals within fifteen (15) work days. An appeal from a determination of the Commissioner of Labor Relations may be taken to arbitration under procedures, if any, applicable to the non-Mayoral agency involved.

Section 13.

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 14. Expedited Arbitration Procedure.

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

i. SELECTION AND SCHEDULING OF CASES:

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 14 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

ii. CONDUCT OF HEARINGS:

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

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

ARTICLE VIII – 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 IX – 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 X – CITYWIDE ISSUES

This Agreement is subject to the provisions, terms and conditions of the Agreement which has been or may be negotiated between the City and the Union recognized as the exclusive collective bargaining representative on Citywide matters which must be uniform for specified employees, including the employees covered by this Agreement. Employees in Rule X titles shall receive the benefits of the *Citywide Agreement* unless otherwise specifically excluded herein.

ARTICLE XI – 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 XII – 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 in each of the agencies having at least fifty employees covered by this Agreement.

Section 2.

Each 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.

Each 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 XIII – 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 XIV – 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 XV – SAVINGS CLAUSE

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

ARTICLE XVI – CONTRACTING-OUT CLAUSE

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

ARTICLE XVII – WORK SHIFTS AND SENIORITY

The length of the work shift for all Employees covered by this Agreement shall be negotiated on an agency by agency basis. Supplementary seniority provisions shall be negotiated for each mayoral agency upon demand of the Union through the Office of Labor Relations. The negotiations shall be limited to seniority for purposes within the agency, and shall not deal with seniority rights which may be extra-departmental or Citywide in scope, or with seniority as governed by the provisions of the Civil Service Law and the rules and regulations of the City Personnel Director.

ARTICLE XVIII – CORPSMAN AND EMERGENCY MEDICAL SERVICE SPECIALIST

The titles of Corpsman and Emergency Medical Service Specialist have been established and Motor Vehicle Operators, among others, may be trained in health care, as well as driving. Nothing contained in this Agreement shall be construed to interfere with training of Motor Vehicle Operators to become Corpsmen or Emergency Medical Service Specialists in the utilization of the Corpsman or Emergency Medical Service Specialist titles.

WHEREFORE, we have hereunto set our hands and seals this 16th day of December, 2021.

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

FOR DISTRICT COUNCIL 37 AFSCME, AFL-CIO

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

BY: _____/s/_____
HENRY GARRIDO
Executive Director

FOR NYC HEALTH = HOSPITALS

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

APPROVED AS TO FORM:

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

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD: _____.

UNIT: Motor Vehicle Operators

TERM: March 3, 2010 – September 25, 2017

Appendix A

Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of employees for the longevity increments provided for in Article III, Section 9 of the 2010-2017 Motor Vehicle Operators Agreement:

1. Only service in pay status shall be used to calculate the 15 years of service, except that for other than full time per annum Employees only a continuous year of service in pay status shall be used to calculate the 15 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of

service counting towards the 15 years of service. If the normal work year for an Employee is less than the regular and customary work year for the Employee’s title, it shall be counted as a continuous year of service if the Employee has customarily worked that length work year and the applicable agency verifies that information.

2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 15 years of service. Where an Employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated breaks shall not be used to calculate the 15 years of service. No break used to disqualify service shall be used more than once.
3. The following time in which an Employee is not in pay status shall not constitute a break in service as specified in paragraph 2 above:
 - a. Time on a leave approved by the proper authority which is consistent with the Rules and Regulations of the New York City Personnel Director or the appropriate personnel authority of a covered organization.
 - b. Time prior to a reinstatement.
 - c. Time on a preferred list pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.
 - d. Time not in pay status of 31 days or less.

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

4. Once an Employee has completed the 15 years of “City” service in pay status and is eligible to receive the \$800 longevity increment, the \$800 shall become part of the Employee’s base rate for all purposes except as provided in paragraph 5 below.
5. The \$800 longevity increment shall not become pensionable until fifteen months after the employee begins to receive such \$800 increment. Fifteen months after the Employee begins to receive the \$800 longevity increment, such \$800 longevity increment shall become pensionable and as part of the Employee’s base rate, the \$800 longevity increment shall be subject to the general increases provided in Article III, Section 3b of this Agreement.

Appendix B

The following rules shall govern the eligibility of Employees for the Recurring Increment Payment (“RIP”) provided for in Article III, Section 10 of the 2010-2017 Motor Vehicle Operators Agreement.

1. Only service in pay status shall be used to calculate the qualifying years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the qualifying years of service. If the normal work year for an Employee is less than the regular and customary work year for the Employee’s title, it shall be counted as a continuous year of service if the Employee has customarily worked that length work year and the applicable agency verifies that information.
2. Part-time Employees shall be ineligible to receive RIPs, but prior part-time service shall be credited to full-time Employees on a pro rata basis, provided all other terms and conditions set forth herein are met.
 - a. An Employee must have regularly worked at least one half the regular hours of full time Employees in the same title or if no full-time equivalent title exists then at least 17 1/2 hours for white collar positions or 20 hours for blue collar positions.
 - b. Such part time service shall be prorated by dividing the number of hours worked per week by a part-time Employee by the number of hours worked per week by a full-time Employee in the same title. If no full-time equivalent title exists then the divisor shall be 35 hours for white collar positions or 40 hours for blue collar positions.
3. Service in pay status prior to a break in service of more than one year shall not be used to calculate the qualifying years of service.
4. The following time in which an Employee is not in pay status shall not constitute a break in service, but such time shall not be used to calculate the qualifying years of service.

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

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Lists employees from PETITTO to RAHMAN MOHAMMAD.

POLICE DEPARTMENT FOR PERIOD ENDING 11/12/21

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Lists police officers from NUNEZ JR to PEPAJ.

POLICE DEPARTMENT FOR PERIOD ENDING 11/12/21

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Lists police officers from PERALTA to PETERSON.

POLICE DEPARTMENT FOR PERIOD ENDING 11/12/21

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Lists police officers from RAHMAN NAHIDUR to RODRIGUEZ RAIFIS.

POLICE DEPARTMENT FOR PERIOD ENDING 11/12/21

Table with columns: NAME, TITLE, NUM, SALARY, ACTION, PROV, EFF DATE, AGENCY. Lists police officers from RODRIGUEZ SAVIEL to RODRIGUEZ-NUNEZ RONNAIRY.

Table with columns: NAME, MINA, 70210, \$42500.0000, PROMOTED, NO, 10/12/21, 056. Lists various personnel records including ROFAEL, ROGERS, ROMAN, etc.

POLICE DEPARTMENT FOR PERIOD ENDING 11/12/21

Table with columns: NAME, MINA, 70210, \$42500.0000, APPOINTED, NO, 10/12/21, 056. Lists various personnel records including SANTIAGO, SANTIZO, SAVORITO, etc.

POLICE DEPARTMENT FOR PERIOD ENDING 11/12/21

Table with columns: NAME, MINA, 70210, \$42500.0000, APPOINTED, NO, 10/12/21, 056. Lists various personnel records including STEVENS, STEWARD, STROEHLEIN, etc.

POLICE DEPARTMENT FOR PERIOD ENDING 11/12/21

Table with columns: NAME, MINA, 70210, \$42500.0000, APPOINTED, NO, 10/12/21, 056. Lists various personnel records including TOOMER, TOOMER, TORRES, etc.

