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THE CITY RECORD

MICHAEL R. BLOOMBERG, Mayor

EDNA WELLS HANDY, Commissioner, Department of Citywide Administrative Services.
 ELI BLACHMAN, Editor of The City Record.

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

QUEENS BOROUGH PRESIDENT

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Borough President of Queens, Helen Marshall, on **Thursday, December 9, 2010** at 10:30 A.M., in the Borough Presidents Conference Room located at 120-55 Queens Boulevard, Kew Gardens, New York 11424, on the following items:

NOTE: Individuals requesting Sign Language Interpreters should contact the Borough President's Office, (718) 286-2860, TDD users should call (718) 286-2656, no later than FIVE BUSINESS DAYS PRIOR TO THE PUBLIC HEARING.

CD11 - BSA #245-49 BZ - IN THE MATTER of an application submitted by Simons & Wright LLC, on behalf of Alley Pond Owners Corp. pursuant to Section 11-412 of the NYC Zoning Resolution to reopen and amend an existing variance to legalize an existing accessory management office and cancel the term limit in the variance which expired on June 1, 1959 in an R3-2 district located at **78-09 Springfield Boulevard**, Block 7842, Lot 33, Zoning Map 15a, Bayside, Borough of Queens.

CD07 - BSA #132-58 BZ - IN THE MATTER OF an application submitted by Sheldon Lobel, PC on behalf of Cumberland Farms, Inc., pursuant to Section 11-411 of the NYC Zoning Resolution, to extend the term of the variance that permits the continued operation of an existing automobile service station and amend the variance to allow the station to provide certain minor automotive services on Sundays in a C1-2/R3-2 district located at **17-45/55 Francis Lewis Boulevard**, Block 4747, Lot 31, Zoning Map 7d, Whitestone, Borough of Queens.

CD11 - BSA #926-86 BZ - IN THE MATTER of an application submitted by Sheldon Lobel, P.C., on behalf of Manes Bayside Realty, LLC pursuant to Sections 72-01 and 72-22 of the NYC Zoning Resolution for a variance and extension of term for a previously granted variance which expired on November 4, 2010, to permit the continued use of an existing automobile dealership for the sale and service of automobiles with incidental repairs with hand held tools in a C2-2 within an R6B/R3X district located at **217-07 Northern Boulevard**, Block 6320, Lot 18, Zoning Map 11a, Bayside, Borough of Queens.

CD03 - BSA #43-99 BZ - IN THE MATTER of an application submitted by Carl A. Sulfaro, Esq., on behalf of White Castle System, Inc., pursuant to Section 72-21 of the NYC Zoning Resolution, to extend the term of a special permit for a drive through component of an existing eating and drinking

establishment in a C1-2/R4 district located at **88-02 Northern Boulevard**, Block 1436, Lot 001, Zoning Map 9d, Jackson Heights, Borough of Queens.

CD07 - BSA #55-10 BZ - IN THE MATTER OF an application submitted by Eric Palatnik, PC on behalf of FAS Main Street Family LTD Partnership, pursuant to Section 73-44 of the NYC Zoning Resolution, for a special permit to reduce the required number of accessory off-street parking spaces for the existing office use (U.G. 6) and change of use from daycare center to ambulatory diagnostic health care treatment facility at the third floor of an existing four-story building in a C4-2 district located at **40-22 Main Street**, Block 5036, Lot 42, Zoning Map 10b, Flushing, Borough of Queens.

CD11 - BSA #174-10 BZ - IN THE MATTER of an application submitted by The Briarwood Organization, LLC, on behalf of English Evangelical Church of the Redeemer pursuant to Sections 73-44 and 36-21 of the NYC Zoning Resolution for a special permit to reduce the minimum amount of required parking (1 space per 300-sf) for a new three-story building in an R4/C2-2 district located at **36-29 Bell Boulevard**, Block 6176, Lots 55, 58, 61 and p/o Lot 2, Zoning Map 11a, Bayside, Borough of Queens.

CD13 - BSA #190-10 BZ - IN THE MATTER OF an application submitted by Sheldon Lobel PC on behalf of Yashiva Har Torah, pursuant to Section 72-21 of the NYC Zoning Resolution, for a variance from the rear yard and setback requirements to allow the addition of a third floor to an existing two-story school building in an R3-2 district located at **250-10 Grand Central Parkway**, Block 8401, Lot 7501, Zoning Map 11d, Bellerose, Borough of Queens.

d3-9

CITY COUNCIL

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN THAT the Council has scheduled the following public hearings on the matters indicated below:

The Subcommittee on Zoning and Franchises will hold a public hearing on the following matters in the Council Committee Room, 250 Broadway, 14th Floor, New York City, New York 10007, commencing at 9:30 A.M. on Tuesday, December 14, 2010:

BABY BUDDHA

MANHATTAN CB - 2 20115001 TCM
 Application pursuant to Section 20-226 of the Administrative Code of the City of New York, concerning the petition of 753 Washington Trattoria, Inc., d/b/a Baby Buddha, for a revocable consent to establish, maintain and operate an unenclosed sidewalk café located at 753 Washington Street.

GOOD RESTAURANT

MANHATTAN CB - 2 20115210 TCM
 Application pursuant to Section 20-226 of the Administrative Code of the City of New York, concerning the petition of Mestizo, Inc., d/b/a Good Restaurant, for a revocable consent to continue to maintain and operate an unenclosed sidewalk café located at 89 Greenwich Avenue.

WOGIE'S BAR & GRILL

MANHATTAN CB - 2 20115218 TCM
 Application pursuant to Section 20-226 of the Administrative Code of the City of New York, concerning the petition of Wogie's Inc., d/b/a Wogie's Bar & Grill, for a revocable consent to continue to maintain and operate an unenclosed sidewalk café located at 39 Greenwich Avenue.

The Subcommittee on Landmarks, Public Siting and Maritime Uses will hold a public hearing in the Council Committee Room, 250 Broadway, 14th Floor, New York City, New York 10007, commencing at 11:00 A.M. on Tuesday, December 14, 2010.

The Subcommittee on Planning, Dispositions and Concessions will hold a public hearing in the Council Committee Room, 250 Broadway, 14th Floor, New York City, New York 10007, commencing at 1:00 P.M. on Tuesday, December 14, 2010.

d8-14

CITY PLANNING COMMISSION

■ PUBLIC HEARINGS

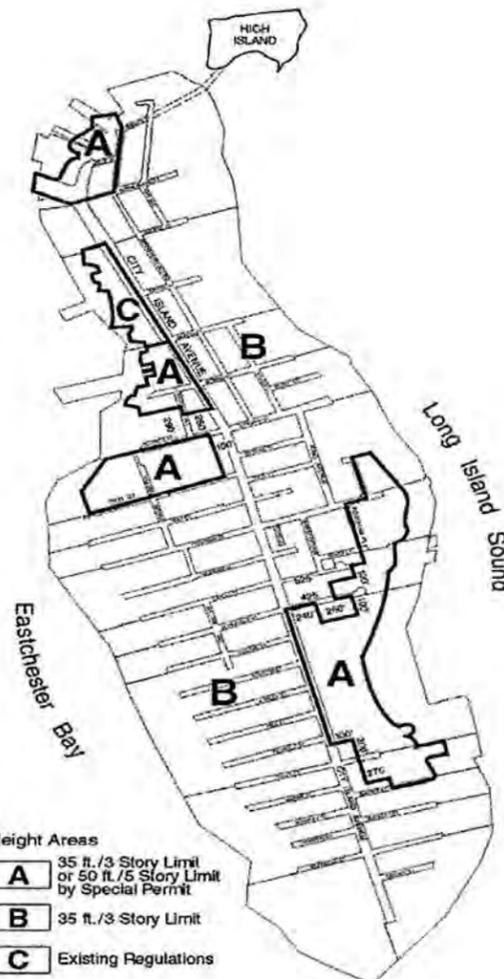
NOTICE IS HEREBY GIVEN THAT RESOLUTIONS Have been adopted by the City Planning Commission Scheduling public hearings on the following matters to be held at Spector Hall, 22 Reade Street New York, New York, on Wednesday, December 15, 2010 at 10:00 A.M.

BOROUGH OF THE BRONX

No. 1

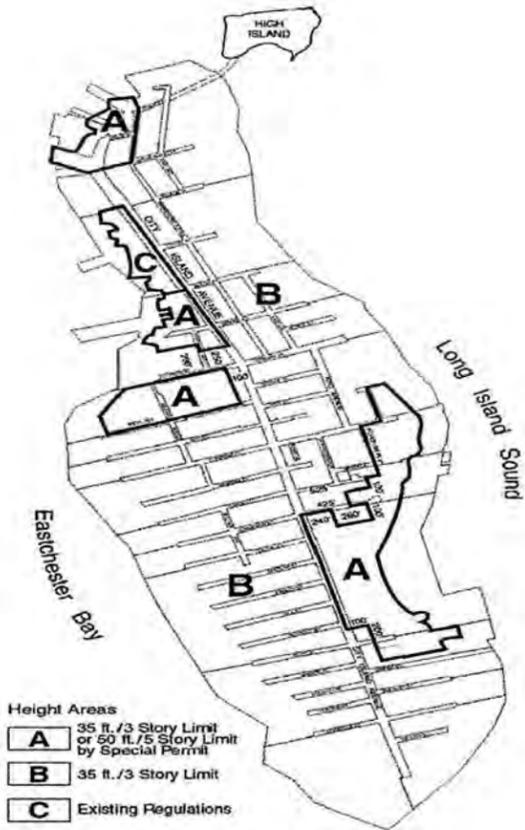
SEA BREEZE ESTATES

CD 10 N 070384 ZRX
 IN THE MATTER OF an application submitted by G.B.G. Inc pursuant to Sections 197-c and 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, relating to Article XI, Chapter 2 (Special City Island District), Appendix A (Special City Island District – Height Areas).



Height Areas
A 35 ft./3 Story Limit or 50 ft./5 Story Limit by Special Permit
B 35 ft./3-Story Limit
C Existing Regulations

To be deleted:



To be added

BOROUGH OF MANHATTAN
No. 2
1182 BROADWAY

CD 5 C 080361 ZSM
IN THE MATTER an application submitted by Mocal Enterprises, Inc. pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-711 of the Zoning Resolution to modify the use regulations of Sections 15-021(c), 42-133(a) and 42-00 to allow residential use (Use Group 2) on the 6th - 16th floors and penthouse of an existing 16-story and penthouse building on property located at 1182 Broadway (Block 830, Lot 26), in an M1-6 District, within the Madison Square North Historic District.

Plans for this proposal are on file with the City Planning Commission and may be seen in Room 3N, 22 Reade Street, New York, N.Y. 10007.

BOROUGH OF QUEENS
No. 3
36TH STREET

CD 1 C 100468 MMQ
IN THE MATTER OF an application submitted by the New York City Economic Development Corporation and the Department of Citywide Administrative Services, pursuant to Sections 197-c and 199 of the New York City Charter and Section 5-430 *et seq.* of the New York City Administrative Code, for an amendment to the City Map involving:

- the elimination, discontinuance and closing of 36th Street between 35th Avenue and 34th Avenue; and
- the delineation of a sewer corridor,

including authorization for any acquisition or disposition of real property related thereto, in accordance with Map No. 5012, dated September 17, 2010 and signed by the Borough President.

CITYWIDE
No. 4
KEY TERMS TEXT AMENDMENT

CITY WIDE N 110090 ZRY
IN THE MATTER OF an application by the Department of City Planning pursuant to Section 201 of the New York City Charter for an amendment of the Zoning Resolution of the City of New York, pertaining to the clarification of key terms including development" and "building" and the clarification of other regulations throughout the Zoning Resolution.

The proposed text amendment may be seen at the City Planning web site: (www.nyc.gov/planning).

YVETTE V. GRUEL, Calendar Officer
City Planning Commission
22 Reade Street, Room 2E
New York, New York 10007
Telephone (212) 720-3370

d2-15

COMMUNITY BOARDS

■ PUBLIC HEARINGS

PUBLIC NOTICE IS HEREBY GIVEN THAT the following matters have been scheduled for public hearing by Community Boards:

BOROUGH OF QUEENS

COMMUNITY BOARD NO. 08 - Tuesday, December 14, 2010, 7:30 P.M., Margaret Tietz Nursing Center, 164-11 Chapin Parkway, Rehabilitation Room - 1st Floor, Jamaica, NY

#C 100228MMQ
162nd Street City Map Change
IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development, pursuant to Sections 197-c and 199 of the New York City

Charter and Section 5-430 of the New York City Administrative Code for an amendment to the City Map.

#C 100229HAQ
IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development, pursuant to Section 197-c of the New York City Charter for an Urban Development Action Area designation; and an Urban Development Action Area Project for such area and the disposition of such property.

d8-14

PUBLIC NOTICE IS HEREBY GIVEN THAT the following matters have been scheduled for public hearing by Community Boards:

BOROUGH OF THE BRONX

COMMUNITY BOARD NO. 03 - Tuesday, December 14, 2010, 6:00 P.M., 1426 Boston Road (near Prospect Avenue), Bronx, NY

#C 110114HUX
IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development pursuant to Section 197-c of the New York City Charter for the 2nd amendment to the Melrose Commons Urban Renewal Plan for the Melrose Commons Urban Renewal Area.

#C 110115ZMX
IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the zoning map: changing from an R7-2 district to an R7A district property.

#C 110116HAX
IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development pursuant to Section 197-c of the New York City Charter for an Urban Development Action Area Project; and the disposition of such property to facilitate development of a 10-story building with approximately 217 dwelling units and community facility space.

d8-14

PUBLIC NOTICE IS HEREBY GIVEN THAT the following matters have been scheduled for public hearing by Community Boards:

BOROUGH OF BROOKLYN

COMMUNITY BOARD NO. 18 - Wednesday, December 15, 2010, 8:00 P.M., Kings Plaza Community Room, Flatbush Ave. and Avenue V, Brooklyn, NY

An application by YAI National Institute for People with Disabilities, 460 West 34th Street, under the auspices of the New York State Office for People with Developmental Disabilities (OPWDD). To establish a residence for six (6) individuals with intellectual disabilities, 1681 East 52nd Street, between Avenues N and O.

N 100405ECK
Premises: Karabinis Diner Corp., d/b/a Oasis Diner/3132 Flatbush Avenue
A public hearing pursuant to Section 366-A(c) of the New York City Charter, of the grant of a revocable consent to construct and operate a sidewalk cafe with 15 tables and 46 seats.

d9-15

PUBLIC NOTICE IS HEREBY GIVEN THAT the following matters have been scheduled for public hearing by Community Boards:

BOROUGH OF QUEENS

COMMUNITY BOARD NO. 05 - Wednesday, December 15, 2010 at 7:00 P.M., Christ the King High School (Cafeteria), 68-02 Metropolitan Avenue, Middle Village, NY

N# 100330ECQ
IN THE MATTER OF an application from the Pollos Mario Woodhaven Corp., doing business as Pollos Mario, for review pursuant to Section 366-a(c) of the New York City Charter, of the grant of a renewal of a revocable consent to operate an enclosed sidewalk cafe with 10 tables and 40 seats at 63-20 Woodhaven Boulevard, Queens.

d9-15

DESIGN COMMISSION

■ MEETING

Meeting Agenda
Monday, December 13, 2010

Public Meeting

1:35 p.m. Consent Items

24029: Construction of a pedestrian bridge over West 65th Street, Lincoln Center for the Performing Arts, West 65th Street between Broadway and Amsterdam Avenue, Manhattan. (Final) (CC 6, CB 7) DCLA/DPR/DOT

24030: Installation of *Diamond Matrix* by Erwin Redl, NYPD training facility, College Point Boulevard, 28th Avenue, Ulmer Street, Queens. (Conceptual) (CC 21, CB 7) DCLA%/DDC

24031: Installation of an artwork by Paul Villinski, Ocean Breeze Park, Quintard Street, Mason Avenue and Father Capodanno Boulevard, Staten Island. (Conceptual) (CC 50, CB 2) DCLA%/DPR

24032: Conservation of the federal measure plaque (ca. 1812), architect plaque (ca. 1812), building

committee plaque (ca. 1812) and commemorative plaque (1903), basement, City Hall, Manhattan. (Preliminary) DDC

24033: Construction of a temporary electrical generator, Port Richmond Water Pollution Control Plant 1801 Richmond Terrace, Staten Island. (Preliminary and Final) (CC 49, CB 1) DEP

24034: Installation of an Automated Meter Reading utility pole, Eltonville Pump Station, Arthur Kill Road at Brookfield Avenue, Staten Island. (Preliminary and Final) (CC 51, CB 3) DEP

24035: Installation of an Automated Meter Reading utility pole, Water Tank Storage 32, 227th Street, 145th Avenue, 228th Street and 145th Road, Queens. (Preliminary and Final) (CC 31, CB 13) DEP

24036: Installation of an Automated Meter Reading utility pole, Water Tank Storage 31, 130th Avenue, 144th Street, 133rd Avenue and 145th Street, Queens. (Preliminary and Final) (CC 28, CB 12) DEP

24037: Installation of an Automated Meter Reading utility pole, Pump Station 3, 120th Street, 109th Avenue, 121st Street and 111th Avenue, Queens. (Preliminary and Final) (CC 29, CB 10) DEP

24038: Installation of an Automated Meter Reading utility pole, Pump Station 11, 143rd Street, 111th Avenue, 142nd Street and Linden Boulevard, Queens. (Preliminary and Final) (CC 28, CB 12) DEP

24039: Construction of a stoop and planted area, 420 State Street, Brooklyn. (Preliminary and Final) (CC 33, CB 2) DOT

24040: Reconstruction of Orville & Wilbur (P.S. 28 Wright Brothers) Playground, St. Nicholas Avenue, Amsterdam Avenue, 155th Street and 156th Street, Manhattan. (Preliminary) (CC 7, CB 12) DPR

24020: Reconstruction of Sperandeo Brothers Playground, including the rehabilitation of a comfort station, Atlantic Avenue, Linwood Street and Elton Street, Brooklyn. (Final) (CC 37, CB 5) DPR

24041: Relocation and reconstruction of a playground, Francis Lewis Park, Third Avenue, 147th Street, the East River and Parsons Boulevard, Queens. (Preliminary) (CC 19, CB 7) DPR

24042: Construction of the Theatre for a New Audience as part of the BAM Cultural District master plan, Ashland Place between Lafayette Avenue and Fulton Street, Brooklyn. (Final) (CC 35, CB 2) EDC/DCLA

24043: Installation of streetscape improvements, including a prototypical automatic public toilet, Manhattanville/West Harlem, 125th Street between Marginal Street and Old Broadway, Old Broadway between 125th Street and 126th Street, Broadway between 124th Street and 126th Street and St. Claire Place between West 125th Street and Marginal Street, Manhattan. (Final) (CC 7, CB 9) EDC/DOT/DPR

24044: Rehabilitation of Building 138 for use as an EMS vehicle training facility, Fort Totten, Queens. (Preliminary and Final) (CC 19, CB 7) FDNY

24045: Design of a prototypical automated material handler (AMH), Queens Library, Queens, Borough-wide. (Preliminary and Final) QL

24046: Installation of prototypical signage, Bayside Community Library, 214-20 Northern Boulevard, Queens. (Preliminary and Final) (CC 19, CB 11) QL

24047: Installation of prototypical signage and an automated material handler (AMH), Corona Community Library, 38-23 104th Street, Corona, Queens. (Preliminary and Final) (CC 21, CB 3) QL

Public Hearing

1:40 p.m.
24048: Construction of Stages 10-15, Steiner Studios, 3 Welding Road, Brooklyn Navy Yard Industrial Park, Brooklyn. (Final) (CC 33, CB 2) BNYDC

2:00 p.m.
24049: Reconstruction of Harper Street Yard, including the construction of a diesel monitoring booth and pump station, 32-11 Harper Street, Queens. (Preliminary) (CC 21, CB 7) DDC

2:20 p.m.
24050: Rehabilitation of a clubhouse and construction of a maintenance building and a concession stand, Van Cortlandt Golf Course, Van Cortlandt Park, Bronx. (Preliminary) (CC 11, CB 7, 8 & 12) DPR

Design Commission meetings are held in the conference room on the fifth floor of 253 Broadway, unless otherwise indicated. Please note that all times are approximate and subject to change without notice.

Members of the public are encouraged to arrive at least 45 minutes in advance of the estimated time; those who also plan to testify are encouraged to submit their testimony in writing at least three (3) business days in advance of the meeting date.

Design Commission
253 Broadway, Fifth Floor
Phone: 212-788-3071
Fax: 212-788-3086

d9

EDUCATION

■ NOTICE

Agenda

The Department of Education's (DOE) Chancellor's Committee on Contracts (COC) has been asked for approval to enter into contract negotiations with the following

organization(s) for the services described below. Other organizations interested in providing these services to the DOE are invited to indicate their ability to do so by writing to Jay G. Miller at 65 Court Street, Room 1201, Brooklyn, NY 11201. Responses should be received no later than 9:00 A.M., Thursday, December 16, 2010. Any COC approval will be contingent upon no expressions of interest in performing services by other parties.

ITEM(S) FOR CONSIDERATION:

1. MOUSE, Inc.

Services: The Division of Instructional and Information Technology (DIIT) is seeking an agreement with MOUSE, Inc. to leverage technology and education to inspire students to become 21st century technology leaders in underserved communities.

As part of the New York City Connected Learning Program, funded primarily by the US Department of Commerce American Recovery and Resource Act (ARRA) grant, MOUSE will train a team of students and faculty, called the MOUSE Squad, to aid school staff in the management of technical support. Each participating school will utilize MOUSE's interactive curriculum to provide in-school information technology troubleshooting and on-call support. In addition, MOUSE will provide professional and youth development opportunities for its MOUSE Squad student participants in preparation for college and career.

The total funding allocated to this project is \$1,097,451, of which \$904,659 will be supported by federal funds, with the remaining balance of \$192,792 provided through DOE matching funds.

Total Contract Cost Not-to Exceed: \$1,097,451
DOE Matching Funds (for COC Action): \$192,792
Term: 3/1/10-2/28/13
Federal Funds: \$904,659

BOARD OF EDUCATION RETIREMENT SYSTEM

MEETING

The next regular meeting of the Board of Education Retirement System (BERS) of the City of New York Trustees will meet on Tuesday, December 14, 2010. This meeting will be held at Brooklyn Technical High School, 29 Fort Greene Place, Room# IW26, Brooklyn, New York 11217.

The meeting will convene at 4:30 P.M. An agenda will be distributed to BERS Trustees prior to the meeting.

If you need more information, please contact Noro Healy at (718) 935-4529 or email: nhealy@bers.nyc.gov

d7-13

EMPLOYEES' RETIREMENT SYSTEM

INVESTMENT MEETING

Please be advised that the next Investment Meeting of the Board of Trustees of the New York City Employees' Retirement System has been scheduled for Tuesday, December 14, 2010 at 9:30 A.M. to be held at the New York City Employees' Retirement System, 335 Adams Street, 22nd Floor Boardroom, Brooklyn, NY 11201-3751.

d7-13

ENVIRONMENTAL PROTECTION

BUREAU OF WATER SUPPLY

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Public Hearing will be held at the Department of Environmental Protection Offices at 59-17 Junction Boulevard, 17th Floor Conference Room, Flushing, New York, on December 23, 2010 commencing at 10:00 A.M. on the following:

IN THE MATTER of a proposed contract between the Department of Environmental Protection and Ulster County Community College, Cottekill Road, Stone Ridge, New York 12484 for CAT-398: Watershed Partnership with Ulster County Community College (UCCO) for Watershed Conservation Corps. The Contract term shall be 1461 consecutive calendar days from the date of the written notice to proceed. The Contract amount shall be \$604,506.00 - Location: NYC Watershed Region - PIN: 82611T0004001.

IN THE MATTER of a proposed contract between the Department of Environmental Protection and Siemens Water Technologies Corp, 2155 112 Street, Holland, Michigan 49424 for CAT-383: Preventative Maintenance and Repair of Siemens Microfiltration Systems. The Contract term shall be 1095 ceds from the date of the written notice to proceed. The Contract amount shall be \$253,667.00 - Location: NYC Watershed Region - EPIN: 82611S0008001.

A copy of these Contract's may be inspected at the Department of Environmental Protection, 59-17 Junction Boulevard, Flushing, New York, 11373, on the 17th Floor Bid Room, on business days from December 9, 2010 to December 23, 2010 between the hours of 9:30 A.M. - 12:00 P.M. and from 1:00 P.M. - 4:00 P.M.

Pursuant to Section 2-11(c)(3) of the Procurement Policy Board Rules, if DEP does not receive, by December 16, 2010, from any individual a written request to speak at these hearing's, then DEP need not conduct this hearing. Written notice should be sent to Ms. Debra Butlien, NYCDEP, 59-17 Junction Blvd., 17th Floor, Flushing, NY 11373 or via email to dbutlien@dep.nyc.gov.

Note: Individuals requesting Sign Language Interpreters should contact Ms. Debra Butlien, Office of the ACCO, 59-17 Junction Boulevard, 17th Floor, Flushing, New York 11373, (718) 595-3423, no later than FIVE(5) BUSINESS DAYS PRIOR TO THE PUBLIC HEARING.

d9

EQUAL EMPLOYMENT PRACTICES COMMISSION

MEETING

The next meeting of the Equal Employment Practices Commission will be held in the Commission's Conference Room/Library at 40 Rector Street (14th Floor) on Wednesday, December 15, 2010 at 9:00 A.M.

d7-14

HEALTH AND MENTAL HYGIENE

MEETING

Notice is hereby given that the Board of Health will hold a meeting on Tuesday, December 14, 2010 at 10:00 A.M. The meeting will be held at 125 Worth Street, Third Floor Boardroom, in lower Manhattan.

d9

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 25-307, 25-308, 25-309, 25-313, 25-318, 25-320) (formerly Chapter 8-A, Sections 207-6.0, 207-7.0, 207-12.0, 207-17.0, and 207-19.0), on Tuesday, **December 14, 2010 at 9:30 A.M.** in the morning of that day, a public hearing will be held in the Conference Room at 1 Centre Street, 9th Floor, Borough of Manhattan with respect to the following properties and then followed by a public meeting. Any person requiring reasonable accommodation in order to participate in the hearing or attend the meeting should call or write the Landmarks Commission no later than five (5) business days before the hearing or meeting.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 11-0403 - Block 1062, lot 8-29 8th Avenue - Park Slope Historic District
A Romanesque Revival style rowhouse designed by Charles Werner and built in 1888. Application is to legalize a roof deck constructed in non-compliance with Certificate of No Effect 10-1268. Community District 6.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 11-0461 - Block 188, lot 9-385 Greenwich Street, aka 71 North Moore Street - Tribeca West Historic District
A building originally built in 1805-08 and altered in 1874 by Peter L. P. Tostevin, and a converted dwelling built c. 1815 and altered in 1949 by John A. Knobel. Application is to construct a rooftop stair bulkhead. Community District 1.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 11-4203 - Block 1400, lot 14-195-207 Broadway, aka 2-18 Dey Street, 160-170 Fulton Street - American Telephone Company & Telegraph Building - Individual Landmark & Interior Landmark
A neo-Classical style office building designed by William Welles Bosworth and built in phases from 1912-1922. Application is to install lighting at the ceiling and to establish a master plan governing the future installation of stairs, signage, display, light fixtures, partitions, furniture, and power connections. Community District 1.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 11-4362 - Block 1400, lot 14-195-207 Broadway, aka 2-18 Dey Street, 160-170 Fulton Street - American Telephone Company & Telegraph Building - Individual Landmark & Interior Landmark
A neo-Classical style office building designed by William Welles Bosworth and built in phases from 1912-1922. Application is to create a new masonry opening, install a door, partitions, a fire stair enclosure. Community District 1.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 10-9622 - Block 210, lot 9-326 Canal Street - Tribeca East Historic District
An Italianate style store and loft building designed by John M. Hoffman and built in 1866-67, and altered by Samuel Edson Gage in 1920-21. Application is to install storefront infill. Community District 1.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 11-4143 - Block 510, lot 45-295 Lafayette Street - The Puck Building- Individual Landmark
A Romanesque Revival style building designed by Albert Wagner and built in 1885-86 with alterations in 1892-93 and 1897-99. Application is to remove a fence, install storefront infill and illuminated signage. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 11-3558 - Block 530, lot 31-53 Great Jones Street - NoHo Historic District
A storage building constructed circa 1882 and altered in 1928 by Harry Kirshbaum. Application is to alter the front parapet and install storefront infill, an awning and signage. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 11-3630 - Block 614, lot 3-

291 West 4th Street - Greenwich Village Historic District
A Federal style house built in 1827-28. Application is to construct a rear yard and rooftop additions, alter the rear facade and excavate the basement level. Zoned R6. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 11-3560 - Block 821, lot 32-11 West 19th Street - Ladies' Mile Historic District
A Beaux-Arts style store and loft building designed by Robert Maynicke and built in 1903-04. Application is to construct a rooftop addition and install rooftop mechanical equipment. Zoned C6-4A. Community District 5.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 11-3542 - Block 856, lot 7502-225 Fifth Avenue - Madison Square North Historic District
A Beaux-Arts style store building designed by Francis H. Kimball and Harry E. Donnell and built in 1906-07. Application is to modify storefront openings, install storefront infill, alter the canopy, and install signage. Community District 5.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 11-2253 - Block 1288, lot 33-360-376 Park Avenue, aka 75-83 East 52nd Street, 60-64 East 53rd Street - Racquet and Tennis Club Building- Individual Landmark
A neo-Italian Renaissance style club building, designed by McKim, Mead and White and built in 1916-1918. Application is to install storefront infill. Community District 5.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 11-3656 - Block 1381, lot 59 20 East 67th Street - Upper East Side Historic District
A neo-Georgian style apartment building designed by Mott B. Schmidt and built in 1925. Application is to install a blade sign. Community District 8.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 11-1182 - Block 1407, lot 56-1012 Lexington Avenue - Upper East Side Historic District Extension
A neo-Grec style rowhouse designed by Thom and Wilson and built in 1880-81. Application is to install storefront infill and signage. Community District 8.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 11-4165 - Block 1121, lot 51-40 West 69th Street- Upper West Side/Central Park West Historic District
A Renaissance Revival style rowhouse designed by Gilbert A. Schellenger and built in 1895-96. Application is to construct a stoop and a rear yard addition. Zoned R8B. Community District 7.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 11-3719 - Block 1127, lot 25-11 West 74th Street - Upper West Side/Central Park West Historic District
A Queen Anne style rowhouse with neo-Grec style elements designed by Daniel Burgess and built in 1889-90. Application is to modify a fence and install a barrier-free access lift. Community District 7.

d1-14

NOTICE IS HEREBY GIVEN THAT PURSUANT to the provisions of 3020 of the New York City Charter and Chapter 3 of Title 24 of the Administrative Code of the City of New York (Sections 25-303 and 25-313) that on **Tuesday, December 14, 2010 at 9:30 A.M.**, at the Landmarks Preservation Commission will conduct a *public hearing and a continued public hearing* in the Public Meeting Room of the Landmarks Preservation Commission, located at The Municipal Building, 1 Centre Street, 9th Floor North, City of New York with respect to the following proposed Landmark, Landmark Site and Historic District. Any person requiring reasonable accommodation in order to participate in the hearing should call or write the Landmarks Preservation Commission, [Municipal Building, 1 Centre Street, 9th Floor North, New York, NY 10007, (212) 669-7700] no later than five (5) business days before the hearing. There will also be a public meeting on that day.

ITEM TO BE HEARD

BOROUGH OF BROOKLYN

PUBLIC HEARING ITEM NO. 1

LP-2449

PROPOSED BOROUGH HALL SKYSCRAPER HISTORIC DISTRICT

Boundary Description

The proposed Borough Hall Skyscraper Historic District consists of the property bounded by a line beginning at the intersection of the southern curblin of Montague Street and the western curblin of Court Street, continuing southerly along the western curblin of Court Street to a point formed by its intersection with a line extending westerly from and parallel with the lowest stair riser of the front steps of Brooklyn Borough Hall at 209 Joralemon Street (aka 209-245 Joralemon Street, 1-43 Court Street, and 384 Adams Street), easterly along said line to a point formed by its intersection with a line extending northerly from and parallel to the eastern outside wall of Brooklyn Borough Hall at 209 Joralemon Street (aka 209-245 Joralemon Street, 1-43 Court Street, and 384 Adams Street), southerly along said line and across the roadbed of Joralemon Street to the southern curblin of Joralemon Street, easterly along said curblin to a point formed with its intersection with a line extending northerly along a portion of the eastern property line of 210 Joralemon Street (aka 208-230 Joralemon Street and 45-63 Court Street), southerly along a portion of said property line, easterly along a portion of the northern property line of 210 Joralemon Street (aka 208-230 Joralemon Street and 45-63 Court Street), southerly along a portion of the eastern property line of 210 Joralemon Street (aka 208-230 Joralemon Street and 45-63 Court Street) to a point formed by its

intersection with a line extending easterly from a portion of the southern property line of 210 Joralemon Street (aka 208-230 Joralemon Street and 45-63 Court Street), westerly along said line and a portion of the southern property line of 210 Joralemon Street (aka 208-230 Joralemon Street and 45-63 Court Street), southerly along a portion of the eastern property line of 210 Joralemon Street (aka 208-230 Joralemon Street and 45-63 Court Street), westerly along a portion of the southerly property line of 210 Joralemon Street (aka 208-230 Joralemon Street and 45-63 Court Street) to the eastern curbline of Court Street, southerly along said curbline to the northern curbline of Livingston Street, across the roadbed of Court Street and along the northern curbline of Livingston Street to a point formed by its intersection with a line extending southerly from the western property line of 75 Livingston Street (aka 71-75 Livingston Street and 66 Court Street), northerly along said property line and a portion of the western property line of 62 Court Street (aka 58-64 Court Street), westerly along a portion of the southern property line of 62 Court Street (aka 58-64 Court Street), a portion of the southern property line of 50 Court Street (aka 46-50 Court Street and 194-204 Joralemon Street), and a portion of the southern property line of 186 Joralemon Street (aka 186-190 Joralemon Street), northerly along a portion of the western property line of 186 Joralemon Street (aka 186-190 Joralemon Street), westerly along a portion of the southern property line of 186 Joralemon Street (aka 186-190 Joralemon Street) and along a portion of the southern property line of 184 Joralemon Street, southerly along a portion of the eastern property line of 184 Joralemon Street, westerly along a portion of the southern property line of 184 Joralemon Street, northerly along the western property line of 184 Joralemon Street, across the roadbed of Joralemon Street, and along the western property line of 191 Joralemon Street (aka 187-191 Joralemon Street), easterly along the northern property lines of 191 Joralemon Street (aka 187-191 Joralemon Street) and 193 Joralemon Street and a portion of the northern property line of 44 Court Street (aka 38-44 Court Street and 195-207 Joralemon Street), northerly along the western property line of 186 Remsen Street (aka 184-188 Remsen Street) and across the roadbed of Remsen Street to the northern curbline of Remsen Street, westerly along said curbline of to a point formed by its intersection with a line extending southerly from a portion of the western property line of 188 Montague Street (aka 188-190 Montague Street and 165 Remsen Street), northerly along said property line, westerly along a portion of the southern property line of 188 Montague Street (aka 188-190 Montague Street and 165 Remsen Street) and the southern property line of 186 Montague Street (aka 184-186 Montague Street), northerly along the western property line of 186 Montague Street (aka 184-186 Montague Street) to the southern curbline of Montague Street, easterly along said curbline to the point of the beginning.

PUBLIC HEARING ITEM NO. 2

Public Hearing Continued from October 26, 2010
LP-2427

500 FIFTH AVENUE BUILDING, 500 Fifth Avenue (aka 500-506 Fifth Avenue; 1-9 West 42nd Street), Manhattan.

Landmark Site: Borough of Manhattan Tax Map Block 1258, Lot 34

n29-d13

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 at 55 Water Street, 9th Floor, Room 945 commencing at 2:00 P.M. on Wednesday, December 22, 2010. Interested parties can obtain copies of proposed agreements or request sign-language interpreters (with at least seven days prior notice) at 55 Water Street, 9th Floor SW, New York, NY 10041, or by calling (212) 839-6550.

#1 In the matter of a proposed revocable consent authorizing 122 Washington Place LLC to continue to maintain and use a stoop on the north sidewalk of Washington Place, east of Barrow, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2010 to June 30, 2020 and provides among other terms and conditions for compensation payable to the city according to the following schedule:

For the period from July 1, 2010 to June 30, 2020 - \$25/annum the maintenance of a security deposit in the sum of \$1,200 and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#2 In the matter of a proposed revocable consent authorizing Farid Jaber to maintain and use a fenced-in planted area on the south sidewalk of Jewel Avenue, east of 112th Street and on the east sidewalk of 112th Street, south of Jewel Avenue, in the Borough of Queens. The proposed revocable consent is for a term of ten years from the date of approval by the Mayor to June 30, 2021 and provides among other terms and condition for compensation payable to the city according to the following schedule:

For the period from the date of Approval by the Mayor to June 30, 2021 - \$936/annum.

the maintenance of a security deposit in the sum of \$10,000 and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#3 In the matter of a proposed revocable consent authorizing 346 West 17th Street, LLC to construct, maintain and use a snowmelt system, under the north sidewalk of West 16th Street, east of Ninth Avenue, in the Borough of Manhattan.

The proposed revocable consent is for a term of ten years from the date of approval by the Mayor to June 30, 2021 and provides among other terms and conditions for compensation payable to the following schedule:

From the date of Approval by the Mayor to June 30, 2011- \$8,823/annum

For the period July 1, 2011 to June 30, 2012 - \$ 9,093
For the period July 1, 2012 to June 30, 2013 - \$ 9,363
For the period July 1, 2013 to June 30, 2014 - \$ 9,633
For the period July 1, 2014 to June 30, 2015 - \$ 9,903
For the period July 1, 2015 to June 30, 2016 - \$10,173
For the period July 1, 2016 to June 30, 2017 - \$10,443
For the period July 1, 2017 to June 30, 2018 - \$10,713
For the period July 1, 2018 to June 30, 2019 - \$10,983
For the period July 1, 2019 to June 30, 2020 - \$11,253
For the period July 1, 2020 to June 30, 2021 - \$11,523

the maintenance of a security deposit in the sum of \$12,000 and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#4 In the matter of a proposed revocable consent authorizing Roswell Avenue Homeowners Association, Inc. to construct, maintain and use a force main, together with a manhole, under, across and along the roadway of Melvin Avenue, northeasterly of Wild Avenue, in the Borough of Staten Island. The proposed revocable consent is for a term of ten years from the date of approval by the Mayor to June 30, 2021 and provides among other terms and condition for compensation payable to the city according to the following schedule:

From the date of Approval by the Mayor to June 30, 2011- \$5,942/annum

For the period July 1, 2011 to June 30, 2012 - \$6,124
For the period July 1, 2012 to June 30, 2013 - \$6,306
For the period July 1, 2013 to June 30, 2014 - \$6,488
For the period July 1, 2014 to June 30, 2015 - \$6,670
For the period July 1, 2015 to June 30, 2016 - \$6,852
For the period July 1, 2016 to June 30, 2017 - \$7,034
For the period July 1, 2017 to June 30, 2018 - \$7,216
For the period July 1, 2018 to June 30, 2019 - \$7,398
For the period July 1, 2019 to June 30, 2020 - \$7,580
For the period July 1, 2020 to June 30, 2021 - \$7,762

the maintenance of a security deposit in the sum of \$10,000 and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#5 In the matter of a proposed revocable consent authorizing Central Park Properties, LLC to construct, maintain and use a fenced-in planted areas and a trash enclosure on the north sidewalk of West 85th Street, between Amsterdam and Columbus Avenues, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the date to June 30, 2021 and provide among other terms and conditions for compensation payable to the city according to the following schedule:

For the period from the date of Approval by the Mayor to June 30, 2021 - \$100/annum.

the maintenance of a security deposit in the sum of \$1,500 and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

#6 In the matter of a proposed revocable consent authorizing United Jewish Appeal-Federation of Jewish Philanthropies of New York, Inc. to construct, maintain and use security bollards and a subsurface security wall on and under the south sidewalk of East 59th Street between Park Avenue and Lexington Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the date of approval by the Mayor to June 30, 2021.

There shall be no compensation required for this revocable consent.

the maintenance of a security deposit in the sum of \$20,000, and the filing of an insurance policy in the minimum amount of \$250,000/\$1,000,000 for bodily injury and property damage for each occurrence in the aggregate amount of \$100,000.

d1-22

PROPERTY DISPOSITION

CITYWIDE ADMINISTRATIVE SERVICES

MUNICIPAL SUPPLY SERVICES

■ SALE BY AUCTION

PUBLIC AUCTION SALE NUMBER 11001-K

NOTICE IS HEREBY GIVEN of a public auction of City fleet vehicles consisting of cars, vans, light duty vehicles, trucks, heavy equipment and miscellaneous automotive equipment to be held on Wednesday, January 5, 2011 (SALE NUMBER 11001-K). Viewing is on auction day only from 8:30 A.M. until 9:00 A.M. The auction begins at 9:00 A.M.

LOCATION: 570 Kent Avenue, Brooklyn, NY (in the Brooklyn Navy Yard between Taylor and Clymer Streets).

A listing of vehicles to be offered for sale in the next auction can be viewed on our website, on the Friday prior to the sale date at:

<http://www.nyc.gov/autoauction>
or
<http://www.nyc.gov/autoauctions>

Terms and Conditions of Sale can also be viewed at this site.

For further information, please call (718) 417-2155 or (718) 625-1313.

d8-j5

■ SALE BY SEALED BID

SALE OF: 7 LOTS OF MISCELLANEOUS EQUIPMENT, USED/UNUSED.

S.P.#: 11014

DUE: December 21, 2010

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.
DCAS, Division of Municipal Supply Services, 18th Floor Bid Room, Municipal Building, New York, NY 10007.
For sales proposal, contact Gladys Genoves-McCauley (718) 417-2156.

d8-21

POLICE

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

The following listed property is in the custody, of the Property Clerk Division without claimants.

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

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

INQUIRIES

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

FOR MOTOR VEHICLES

(All Boroughs):

- * College Auto Pound, 129-01 31 Avenue, College Point, NY 11354, (718) 445-0100
- * Gowanus Auto Pound, 29th Street and 2nd Avenue, Brooklyn, NY 11212, (718) 832-3852
- * Erie Basin Auto Pound, 700 Columbia Street, Brooklyn, NY 11231, (718) 246-2029

FOR ALL OTHER PROPERTY

- * Manhattan - 1 Police Plaza, New York, NY 10038, (212) 374-4925.
- * Brooklyn - 84th Precinct, 301 Gold Street, Brooklyn, NY 11201, (718) 875-6675.
- * Bronx Property Clerk - 215 East 161 Street, Bronx, NY 10451, (718) 590-2806.
- * Queens Property Clerk - 47-07 Pearson Place, Long Island City, NY 11101, (718) 433-2678.
- * Staten Island Property Clerk - 1 Edgewater Plaza, Staten Island, NY 10301, (718) 876-8484.

j1-d31

PROCUREMENT

"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."

BROOKLYN BRIDGE PARK

■ SOLICITATIONS

Services (Other Than Human Services)

BROOKLYN BRIDGE PARK PIER 6 RESTAURANT CONCESSION RFP

Request for Proposals – PIN# BBP2010-4 – DUE 01-25-11 AT 3:00 P.M. – Brooklyn Bridge Park (BBP) is pleased to announce the release of a Request for Proposals (RFP) for a restaurant concession on Pier 6 at the foot of Atlantic Avenue, the southern gateway to the Park. The restaurant concession includes the 2,000 sq. ft. indoor restaurant, an adjacent outdoor terrace and a rooftop seating area. This premier location provides a unique opportunity to lease, fit out, and operate a waterfront restaurant in a beautiful park setting.

BBP is seeking inventive and creative proposals from quality operators with solid backgrounds in the food service industry. BBP's intention is for the concessions to complement the Park's ambience and aesthetic and surrounding area while providing a convenient service to the public. There will be

informational sessions and site tours on December 13 and January 3rd. Responses to the RFP must be submitted to BBP by 3:00 P.M. on January 25, 2011.

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.
 Brooklyn Bridge Park, 334 Furman Street, Brooklyn, NY 11201. David Lowin (718) 222-9252, fax: (718) 222-9258, dlowin@bbpny.org

CITYWIDE ADMINISTRATIVE SERVICES

MUNICIPAL SUPPLY SERVICES

■ AWARDS

Goods

NYS CONTR FOR EMC PERIPHERALS/STORAGE - HPD – Intergovernmental Purchase – PIN# 8571100319 – AMT: \$139,181.00 – TO: EMC Corporation, 2 Penn Plaza, 18th Fl., New York, NY 10121. NYS Contract #PT60953.
● NYS CONTR FOR LENOVO MICROCOMPUTER AGGREGATE BUY - DHMH – Intergovernmental Purchase – PIN# 8571100322 – AMT: \$328,162.50 – TO: Lenovo Inc., 8123 South Hardy, Tempe, AZ 85284. - NYS Contract #PT61887.

Suppliers wishing to be considered for a contract with the Office of General Services of New York State are advised to contact the Procurement Services Group, Corning Tower, Room 3711, Empire State Plaza, Albany, NY 12242 or by phone: 518-474-6717.

CERVICAL EXTRICATION COLLARS (ADJUSTABLE/FDNY)

– Competitive Sealed Bids – PIN# 8571000435 – AMT: \$242,416.80 – TO: Ambu Inc., 6740 Baymeadow Drive, Glen Burnie, MD 21060.

■ VENDOR LISTS

Goods

ACCEPTABLE BRAND LIST – In accordance with PPB Rules, Section 2-05(c)(3), the following is a list of all food items for which an Acceptable Brands List has been established.

1. Mix, Biscuit - AB-14-1:92
2. Mix, Bran Muffin - AB-14-2:91
3. Mix, Corn Muffin - AB-14-5:91
4. Mix, Pie Crust - AB-14-9:91
5. Mixes, Cake - AB-14-11:92A
6. Mix, Egg Nog - AB-14-19:93
7. Canned Beef Stew - AB-14-25:97
8. Canned Ham Shanks - AB-14-28:91
9. Canned Corned Beef Hash - AB-14-26:94
10. Canned Boned Chicken - AB-14-27:91
11. Canned Corned Beef - AB-14-30:91
12. Canned Ham, Cured - AB-14-29:91
13. Complete Horse Feed Pellets - AB-15-1:92
14. Canned Soups - AB-14-10:92D
15. Infant Formula, Ready to Feed - AB-16-1:93
16. Spices - AB-14-12:95
17. Soy Sauce - AB-14-03:94
18. Worcestershire Sauce - AB-14-04:94

Application for inclusion on the above enumerated Acceptable Brand Lists for foods shall be made in writing and addressed to: Purchase Director, Food Unit, Department of Citywide Administrative Services, Division of Municipal Supply Services, 1 Centre Street, 18th Floor, New York, NY 10007. (212) 669-4207.

jy17-j4

EQUIPMENT FOR DEPARTMENT OF SANITATION

– In accordance with PPB Rules, Section 2.05(c)(3), an acceptable brands list will be established for the following equipment for the Department of Sanitation:
 A. Collection Truck Bodies
 B. Collection Truck Cab Chassis
 C. Major Component Parts (Engine, Transmission, etc.)

Applications for consideration of equipment products for inclusion on the acceptable brands list are available from: Vendor Relations, Department of Citywide Administrative Services, Division of Municipal Supply Services, 1 Centre Street, 18th Floor, New York, NY 10007. (212) 669-8610.

jy17-j4

OPEN SPACE FURNITURE SYSTEMS - CITYWIDE

– In accordance with PPB Rules, Section 2.05(c)(3), an Acceptable Brands List, #AB-17W-1:99, has been established for open space furniture systems.

Application for consideration of product for inclusion on this acceptable brands list shall be made in writing and addressed to: Vendor Relations, Department of Citywide Administrative Services, Division of Municipal Supply Services, 1 Centre Street, 18th Floor, New York, NY 10007, (212) 669-8610.

jy17-j4

DESIGN & CONSTRUCTION

CONTRACT SECTION

■ SOLICITATIONS

Construction / Construction Services

SNUG HARBOR CULTURAL CENTER BUILDING “D” ROOF REPLACEMENT - STATEN ISLAND – Competitive Sealed Bids – PIN# 85011B005 – DUE 01-18-11 AT 2:00 P.M. – PROJECT ID. PV490JNRF, PIN: 8502010PV0003C.

There will be an optional pre-bid conference on Tuesday, January 4, 2011 at 12:00 P.M. at the Snug Harbor Cultural Center Building “D” located at 1000 Richmond Terrace, Staten Island, NY 10301. Attendance strongly recommended.

Special Experience Requirements - Roofing.

Bidders are hereby advised that this contract is subject to the Project Labor Agreement (“PLA”) entered into between the City and the Building and Construction Trades Council of

Greater New York (“BCTC”) affiliated Local Unions. Refer to Volume 2 of the Bid Documents for further information.

Bid documents are available at: <http://www.nyc.gov/buildnyc> This bid solicitation includes M/WBE participation goal(s) for subcontracted work. For the M/WBE goals, please visit our website at www.nyc.gov/buildnyc see “Bid Opportunities.” For more information about M/WBE certification, please call 311 or go to www.nyc.gov/getcertified.

This contract is part of a Multi-Agency Pilot Program in which the City’s Standard Construction Contract provisions concerning Delay Damages have been revised altering the allocation of the risk of projects delays, to allow contractors appropriate compensation for certain delays that are reasonably considered to be in the City’s responsibility. Vendor Source ID#: 71906.

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. Bid document deposit - \$35.00 per set. Company check or money order only. No cash accepted. Late bids will not be accepted.
 Department of Design and Construction
 30-30 Thomson Avenue, 1st Floor, Long Island City, NY 11101. Ben Perrone (718) 391-2614.

FINANCE

■ INTENT TO AWARD

Goods & Services

STARS MAINTENANCE AND OPERATION – Negotiated Acquisition – Available only from a single source - PIN# 83602P0001CNVN001 – DUE 12-22-10 AT 3:00 P.M. – The STARS system is licensed to the City of New York by current vendors CGI and can only be operated and maintained by this vendor therefore the City is negotiating with this vendor to maintain the current system in use.

This notice is required as per Procurement Policy Board Rules of the City of New York. This is not a solicitation for work. It is an announcement only regarding the business of the City.

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.
 Department of Finance, 1 Centre Street, Rm. 1040
 New York, NY 10007. Raymond Matias (212) 669-3117
 fax: (212) 669-4294, matiasr@finance.nyc.gov

d8-14

HEALTH AND HOSPITALS CORPORATION

The New York City Health and Hospitals Corporation is regularly soliciting bids for supplies and equipment at its Central Purchasing Offices, 346 Broadway, New York City, Room 516, for its Hospitals and Diagnostic and Treatment Centers. All interested parties are welcome to review the bids that are posted in Room 516 weekdays between 9:00 a.m. and 4:30 p.m. For information regarding bids and the bidding process, please call (212) 442-4018.

j1-d31

■ SOLICITATIONS

Goods & Services

IT SOFTWARE LICENSE AND MAINTENANCE – Competitive Sealed Bids – PIN# RB11-546694-R – DUE 12-21-10 AT 3:00 P.M. – MVS-4000-L1000. Mobile View-1000 Asset License Pak for Tags and WiFi Clients and Annual Support Maintenance services.

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.
 Kings County Hospital Center, 451 Clarkson Avenue, S.O.B. Room #S218, Brooklyn, NY 11203.
 Rup Bhowmick (718) 245-2122, fax: (718) 735-5486, rup.bhowmick@nychhc.org

d9

Construction Related Services

BOILER REPAIR – Competitive Sealed Bids – PIN# QHN2011-1052EHC – DUE 01-04-11 AT 2:00 P.M. – There will be a mandatory pre-bid conference and walkthrough for this project on 12/22/10 and 12/23/10 at 10:00 A.M. For more information, please contact Boris Goltzman.

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.
 Elmhurst Hospital, 82-68 164th Street, “S” Building, 2nd Floor, Jamaica, NY 11432.
 Boris Goltzman (718) 883-6000, fax: (718) 883-6222, boris.goltzman@nychhc.org

d9

Services (Other Than Human Services)

PEGASUS INVENTORY MANAGEMENT SYSTEM SOFTWARE – Sole Source – Available only from a single source - PIN# 231-11-036SS – DUE 12-13-10 AT 10:00 A.M. – The North Brooklyn Health Network intends to enter into a sole source contract for a Pegasus Inventory Management Software with Pegasus Medical Concepts, Inc., 25108-A Marguerite Parkway, Suite 140, Mission Viejo, CA 92892.

Any other supplier who is capable of providing the Pegasus Inventory Management Software for the NBHN may express their interest in doing so by writing to Abraham Caban, Procurement Analyst, 100 North Portland Avenue, Rm. C-32, Brooklyn, NY 11205 or Abraham.Caban@woodhullhc.nychhc.org on or before 10:00 A.M., December 13, 2010.

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.
 North Brooklyn Health Network, 100 North Portland Avenue, C-32, Brooklyn, NY 11205. Abraham Caban (718) 260-7593, fax: (718) 260-7619, Abraham.Caban@nychhc.org

d6-10

HEALTH AND MENTAL HYGIENE

AGENCY CHIEF CONTRACTING OFFICER

■ SOLICITATIONS

Human / Client Services

NEW YORK/NY III SUPPORTED HOUSING CONGREGATE – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# 81608PO076300R0X00-R – DUE 03-22-12 AT 4:00 P.M. – The Department is issuing a RFP to establish 3,000 units of citywide supportive housing in newly constructed or rehabilitated single-site buildings for various homeless populations pursuant to the New York III Supported Housing agreement. The subject RFP will be open-ended and proposals will be accepted on an on-going basis. The RFP is available on-line at <http://www.nyc.gov/html/doh/html/acco/acco-rfp-nynycongregate-20070117-form.shtml>. A pre-proposal conference was held on March 6, 2007 at 2:00 P.M. at 125 Worth Street, 2nd Floor Auditorium, New York, N.Y. Any questions regarding this RFP must be sent in writing in advance to Contracting Officer at the above address or fax to (212) 219-5865. All proposals must be hand delivered at the Agency Chief Contracting Officer, 93 Worth Street, Room 812, New York, NY 10013, no later than March 22, 2012.

As a minimum qualification requirement for (1) the serious and persistent mentally ill populations, the proposer must be incorporated as a not-for-profit organization, and (2) for the young adult populations, the proposer must document site control and identify the source of the capital funding and being used to construct or renovate the building.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.
 Health and Mental Hygiene, 93 Worth Street, Room 812
 New York, NY 10013. Huguette Beauport (212) 219-5883
 fax: (212) 219-5890, hbeauport@health.nyc.gov

o1-m21

HOMELESS SERVICES

■ AWARDS

Construction Related Services

WINDOW REPLACEMENT AND INTERIOR ROOM REPAIR – Competitive Sealed Bids – PIN# 07110B0010001 – AMT: \$65,000.00 – TO: Exterior Walls, Inc., 5558 Force Four Parkway, Orlando, Florida 32839.

d9

Human / Client Services

SINGLE ROOM OCCUPANCY – Required/Authorized Source – PIN# 07110R0002009CNVR – AMT: \$660,570.00 – TO: Heritage Health and Housing, Inc., 416 West 127th Street, New York, NY 10027.

d9

Services (Other Than Human Services)

PRECISION TESTING OF UNDERGROUND FUEL TANKS – Competitive Sealed Bids – PIN# 07111S011481 – AMT: \$92,450.00 – TO: UTB-United Technology, Inc., 141 New Hyde Park Road, Franklin Square, NY 11010-3045.

d9

OFFICE OF CONTRACTS AND PROCUREMENT

■ SOLICITATIONS

Human / Client Services

CORRECTION: TRANSITIONAL RESIDENCES FOR HOMELESS/ DROP-IN CENTERS – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# 071-00S-003-262Z – DUE 06-27-11 AT 10:00 A.M. – CORRECTION: The Department of Homeless Services is soliciting proposals from organizations interested in developing and operating transitional residences for homeless adults and families including the Neighborhood Based Cluster Residence and drop-in centers for adults. This is an open-ended solicitation; there is no due date for submission.

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.
 Department of Homeless Services, 33 Beaver Street
 13th Floor, New York, NY 10004.
 Marta Zmoira (212) 361-0888, mzmoira@dhs.nyc.gov

j6-20

HUMAN RESOURCES ADMINISTRATION

■ AWARDS

Human / Client Services

PERMANENT SUPPORTIVE CONGREGATE HOUSING – Renewal – PIN# 06901P0001CNVR001 – AMT: \$7,322,515.00 – TO: Amber HDFC, 49 W. 37th Street, 12th Floor, New York, New York 10018. For Persons with AIDS and their families. Contract Term: 04/01/2010 to 03/31/2015. HRA PIN#: 06910H003605.

d9

JUVENILE JUSTICE

■ SOLICITATIONS

Human/Client Services

PROVISION OF NON-SECURE DETENTION GROUP HOMES – Negotiated Acquisition – Judgment required in evaluating proposals - PIN# 13010DJJ000 – DUE 06-30-11 AT 2:00 P.M. – The Department of Juvenile Justice is soliciting applications from organizations interested in operating non-secure detention group homes in New York City. This is an open-ended solicitation; applications will be accepted on a rolling basis until 2:00 P.M. on 6/30/11.

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.
Department of Juvenile Justice, 110 William Street, 14th Floor, New York, NY 10038.
Chuma Uwechia (212) 442-7716, cuwechia@djj.nyc.gov

jy1-d16

LAW

■ INTENT TO AWARD

Services (Other Than Human Services)

EXTENSION OF CURRENT AUTOMATED LITIGATION SUPPORT SERVICES CONTRACT – Negotiated Acquisition – PIN# 02508X0001CNVN001 – DUE 12-26-10 AT 5:00 P.M. – The New York City Law Department seeks to extend a contract for Automated Litigation Support Services for a term not to exceed 12 months. Entities interested in providing Automated Litigation Support Services to the Department in the future should contact Tom Dowling, whose contact information is given in this notice.

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.
Law Dept., 100 Church Street, NYC 10007.
Tom Dowling (212) 788-1008, tdowling@law.nyc.gov

d8-14

TRANSPORTATION

BRIDGES

■ SOLICITATIONS

Services (Other Than Human Services)

ADVANCED BRIDGE MONITORING TECHNOLOGY – Competitive Sealed Bids – PIN# 84110BXR503 – DUE 01-21-11 AT 2:00 P.M. – Remote monitoring at three Scour-Critical Bridges. A pre-bid meeting (optional) will be held on Friday, January 7, 2011 at 10:00 A.M. at 55 Water Street, Room 429, New York, NY 10041. A deposit of \$50.00 in the form of a certified check or money order made payable to New York City Department of Transportation is required to obtain Contract/Bid Documents. NO CASH ACCEPTED. Refund will be made only for Contract/Bid Proposal Documents that are returned in its original condition within 10 days after bid opening. Any persons delivering bid documents must enter the building located on the south side of the Building facing the Vietnam Veterans Memorial. All visitors must go through the building's security screening process. Bidders should allow extra time and ensure that proper government issued photo identification (ii Drivers License, Passport, Identification card) is available upon request. Please ensure that your company's address, telephone and fax numbers are submitted by your company (or messenger service) when picking up contract documents during the hours of 9:00 A.M. - 3:00 P.M. ONLY. For additional information please contact Kevin McAnulty at (212) 839-4186. Vendor Source ID#: 91845.

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.
Department of Transportation, Contract Management Unit, Office of the Agency Chief Contracting Officer, 55 Water Street, Ground Floor, New York, NY 10041.
Bid Window (212) 839-9435.

d9

AGENCY RULES

FIRE

■ NOTICE

NOTICE OF OPPORTUNITY TO COMMENT

Notice of Opportunity to Comment on the Proposed Promulgation of a New Fire Department Rule, 3 RCNY §4900-03, entitled "Schedule of Charges For Fire Department Motorist Services"

NOTICE IS HEREBY GIVEN PURSUANT TO THE AUTHORITY VESTED in the Fire Commissioner of the City of New York pursuant to Section 487 of the New York City Charter, and in accordance with the requirements of Section

1043 of the New York City Charter, that the New York City Fire Department intends to promulgate a new rule, 3 RCNY §4900-03, entitled "Schedule of Charges For Fire Department Motorist Services." The entire proposed rule is underlined to indicate that it is new.

A public hearing will be held on Friday, January 14, 2011, at 10:30 A.M., in the Auditorium at Fire Department Headquarters, located at 9 MetroTech Center, Brooklyn, New York 11201-3857. Persons seeking to testify are requested to notify the Counsel to the Department at New York City Fire Department, Bureau of Legal Affairs, 9 Metro Tech Center, 4th Floor, Brooklyn, New York 11201-3857. Persons who request that a sign language interpreter or other form of reasonable accommodation for a disability be provided at the hearing are requested to notify the Counsel of the Department at the foregoing address by December 23, 2010.

Written comments regarding this rule may be sent to the Counsel to the Department on or before January 14, 2011, at the above address. All written comments and a summary of oral comments received at the hearing will be available for public inspection within a reasonable time after receipt, between the hours of 9:00 A.M. and 5:00 P.M., at the Office of the Counsel.

The Notice of Opportunity to Comment, Proposed Rule and Statement of Basis and Purpose will be available on the New York City Rules website, www.nyc.gov/nycrules, and on the Fire Department Website at www.nyc.gov/fdny.

This Department did not include this proposed rule in a regulatory agenda because the need for such rule was not anticipated.

The Fire Department proposes to promulgate a new rule, §4900-03 of Title 3 of the Rules of the City of New York, to adopt the following schedule of charges for motorist services provided by the Fire Department:

§4900-03 Schedule of Charges for Fire Department Motorist Services

(a) Scope. This section sets forth the charges for Fire Department motorist services and provisions relating to the billing of such charges.

(b) Definitions. The following term shall, for purposes of this section and as used elsewhere in the rules, have the meaning shown herein:

Motorist. Any person who operates a motor vehicle, as that term is defined in New York State Vehicle and Traffic Law §125, or who is an owner of such vehicle, as defined in New York State Vehicle and Traffic Law §128.

Motorist services. Roadway and roadside services provided to motorists when their motor vehicles are involved in a collision or other motor vehicle-related incident on New York City highways, streets, private roads, or other locations where vehicles are operated. Such services include extinguishment of motor vehicle fires; securing the accident scene; stabilizing and searching the motor vehicle; evaluating motorists for injuries, providing first aid and assisting ambulance personnel; and washing off or otherwise removing debris from the roadway.

(c) General Provisions

(1) Billing of motorist services. The Department will bill the motorist to whom motorist services are provided; the insurance company insuring the motorist with respect to the motor vehicle for which the motorist services were provided; and/or other third party insurer or payor for such motorist. Such bill will be based on police and New York State Department of Motor Vehicles reports or other information obtained from the motorists involved in the incident or on-scene personnel. Nothing contained herein shall be deemed to affect the obligations of any other party, including the liability of the motorist at fault in the incident, or the insurance company insuring such motorist, to pay for such services under applicable insurance regulations, policies or practices.

(2) No denial of services. The Fire Department will provide motorist services irrespective of whether charges for such services have been billed or payment for such services have been received from any source.

(d) Schedule of Charges. Effective January ____, 2011, the charges for Fire Department motorist services are as follows:

Type of Service	Charge
Vehicle Fire or Other Vehicle Incident With Injuries	\$490.00
Vehicle Fire Without Injuries	\$415.00
Other Vehicle Incident Without Injuries	\$365.00

Note: Retain underlining of highlighted text in publication of final rule.

STATEMENT OF BASIS AND PURPOSE FOR PROPOSED RULEMAKING:

The Fire Department is regularly called upon to provide services to motorists at the scene of vehicle collisions and other incidents on the city's highways, streets and private roads. These roadway and roadside services are the type of motorist services that are commonly covered by automobile insurance policies. Other jurisdictions currently bill motorists

and their insurance companies as a means of recouping the high costs of providing such services. In these difficult economic times, the Fire Department can no longer afford to provide such services at no cost to those who require them.

This proposed rule sets forth the services for which motorists will be charged, the amount of the charges and the manner in which such charges will be billed.

The schedule of charges set forth in the proposed rule reflects the Fire Department's cost of providing these motorist services. The Fire Department has calculated its cost utilizing the standard City user cost analysis that includes the time spent by Fire Department engine company, ladder company and battalion personnel in providing these services; the apparatus, equipment and supplies they utilize; and administrative overhead (direct and indirect) and fringe benefits.

The Fire Department personnel costs includes the time spent responding to the accident scene; securing the roadway for safe operation; stabilizing the vehicle; searching the vehicle; evaluating motorists and their passengers for injuries; shutting off the engine and disconnecting the battery; washing off or otherwise removing debris from the roadway; and assisting other emergency responders and tow truck personnel. When there are injuries, Fire Department personnel triage the injured; provide first aid; and assist ambulance personnel. When there is a vehicle fire, Fire Department personnel open the engine compartment or trunk to facilitate firefighting operations, stretch a fire hose and/or use fire extinguishers to extinguish a fire. Regardless of the type of incident, Fire Department personnel normally remain on scene until the police arrive to ensure that there is no secondary accident.

The proposed rule specifically provides that the Fire Department will not deny motorist services based on the status of the billing or payment for such services.

d9

SPECIAL MATERIALS

HEALTH AND MENTAL HYGIENE

■ NOTICE

Notice of Concept Paper

Prior to the release of a Request for Proposals for a School-Located Influenza Vaccination Outreach Program, the NYC Department of Health and Mental Hygiene (DOHMH) and the Department of Education (DOE) will be issuing a concept paper presenting the Agencies' idea for providing seasonal influenza vaccinations to elementary school students in the City's public and non-public schools starting in October, 2011. The concept paper will be issued on December 13, 2010.

d6-10

LABOR RELATIONS

■ NOTICE

EMS CHIEFS AGREEMENT

AGREEMENT entered into this 3rd day of December, 2010 by and between the **City of New York** ("Employer"), and the **EMS Superior Officers Association** ("Union"), for the period from February 19, 2007 to January 30, 2011.

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 covered positions in the bargaining unit as defined in Board of Certification Decision No. 10-2001 dated December 5, 2001, as corrected by Board of Certification Decision No. 4-2002 dated July 9, 2002, 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:

5305E Supervising Emergency Medical Service Specialist, detailed as Deputy Chief, and Supervising Emergency Medical Service Specialist, detailed as Division Commander

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 in 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. All salary provisions of this Agreement, including minimum and maximum salaries, are based upon a normal work week of 35 hours.

- c. Employees who work on an 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:

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.

Wherever practicable, the normal work week shall consist of five (5) consecutive working days separated by two (2) consecutive days off. This shall not, however, constitute a bar to the investigation and implementation by the Employer with the Union's participation and consent of flexible work weeks, flexible work days or other alternative work schedule(s).

Section 3.

- a. Employees assigned to the following details on or after February 19, 2007 shall be paid the following specified annualized salaries:

Supervising Emergency Medical Service Specialist, detailed as Deputy Chief:

	10/10/06	9/19/07	3/19/08	1/31/09	1/31/2010
Maximum	\$76,098	\$78,944	\$82,102	\$85,386	\$88,801
2nd Step	\$75,010	\$77,815	\$80,928	\$84,165	\$87,532
1st Step	\$73,924	\$76,689	\$79,757	\$82,947	\$86,265

Supervising Emergency Medical Service Specialist, detailed as Division Commander:

	10/10/06	9/19/07	3/19/08	1/31/09	1/31/10
Maximum	\$97,840	\$101,499	\$105,559	\$109,781	\$114,172
2nd Step	\$96,753	\$100,372	\$104,387	\$108,562	\$112,904
1st Step	\$95,666	\$99,244	\$103,214	\$107,343	\$111,637

- b. An Employee shall advance one step annually, dating from the anniversary date of the assignment of the detail.

Section 3. Wage Increases

B. General Wage Increases

- a. The general increases, effective as indicated, shall be:
 - (i) Effective September 19, 2007, All Employees shall receive a general increase of 3.74%.
 - (ii) Effective March 19, 2008, All Employees shall receive an additional general increase of 4%.
 - (iii) Effective January 31, 2009, All Employees shall receive an additional general increase of 4%.
 - (iv) Effective January 31, 2010, All Employees shall receive an additional general increase of 4%.
- b. The general increases provided for in this Section 3 shall be calculated as follows:
 - (i) The increase in Section 3 B. a.(i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on September 18, 2007; and
 - (ii) The rate increase in Section 3 B. a.(ii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on March 18, 2008; and

- (iii) The rate increase in Section 3 B. a. (iii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on January 30, 2009.
- (iv) The rate increase in Section 3 B. a. (iv) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on January 30, 2010.
- c. i. The general increases provided for in this Section 3 B. a. shall also be applied to the base rates, and the minimum "hiring rates", minimum "incumbent rates" and maximum rates (including levels), if any, fixed for the applicable titles.
- ii. The general increases provided for in this Section 3 B. shall not be applied to the "additions to gross".
- iii. The general increases provided for in this Section 3 B. a.i., 3 B. a. ii., 3 B. a. iii. and 3 B. iv. shall be applied to the recurring increment payment.

ARTICLE IV - RECURRING INCREMENT PAYMENT (RIP) Recurring Increment Payment (RIP)

Section 1.

- a. Full-time per-annum Employees in the titles Supervising Emergency Medical Service Specialist, detailed as Deputy Chief and Supervising Emergency Medical Service Specialist, detailed as Division Commander, with 15 years of City service (including service at the NYC Health & Hospitals Corporation) shall be eligible to receive a Recurring Increment Payment (RIP) as specified below:

	9/19/07	9/19/07
Years of City Service After 15 years	Increment	Total RIP
	\$748	\$748
	3/19/08	3/19/08
Years of City Service After 15 years	Increment	Total RIP
	\$778	\$778
	1/31/09	1/31/09
Years of City Service After 15 years	Increment	Total RIP
	\$809	\$809
	1/31/10	1/31/10
Years of City Service After 15 years	Increment	Total RIP
	\$841	\$841
	1/30/11	1/30/11
Years of City Service After 15 years	Increment	Total RIP
	\$925	\$925

- b. The rules for eligibility for the RIP described above shall be set forth in the Appendix to this Agreement and are incorporated by reference herein.

ARTICLE V - UNIFORMS

Section 1. Quartermaster

The Employees shall continue to be part of the FDNY Quartermaster program.

Section 2. Uniform Allowance

- a. A uniform maintenance allowance in the amount specified below shall continue for the titles Supervising Emergency Medical Service Specialist, detailed as Deputy Chief and Supervising Emergency Medical Service Specialist, detailed as Division Commander.

	9/19/07
	\$126/annum
- b. There shall not be any duplication of payment of the uniform maintenance allowance; specifically, an Employee shall not receive two payments for the same fiscal year.
- c. The maintenance allowance will be issued free from Federal and New York State withholding taxes to those employees who file an affidavit with the New York City Fire Department in which they attest that the funds received are to reimburse them for expenses incurred in cleaning and maintaining their uniforms.

ARTICLE VI - SHIFT DIFFERENTIAL AND HOLIDAY PREMIUM

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

Section 2.

- a. If an employee is required to work on any of the holidays listed in Section 8 of Article VIII, the employee shall receive a fifty percent (50%) cash premium for all hours worked on the holiday and shall, in addition, receive compensatory time off at the employee's regular rate of pay. Compensatory time off earned pursuant to this Section may be scheduled by the agency either prior to or after the day on which the holiday falls.
- b. If the holiday designated pursuant to this Agreement falls on a Saturday or a Sunday the following provisions shall apply:
 - i. The fifty percent (50%) cash premium and compensatory time off at the employee's

- regular rate of pay shall be paid to all employees who work on the actual holiday only.
- ii. Employees required to work on the Friday or Monday day of observance designated pursuant to Article VIII, Section 8 shall receive compensatory time only.
- iii. For an employee scheduled to work on both the Saturday or Sunday holiday and the day designated for observance the following shall apply:
 - (1) If the employee is required to work on only one of such days, the employee shall be deemed to have received compensatory time off and shall receive the fifty percent (50%) cash premium only when required to work on the actual holiday.
 - (2) If the employee is required to work on both such days, the employee shall receive the fifty percent (50%) cash premium and compensatory time off at the employee's regular rate of pay only for all hours worked on the actual holiday.
- c. i. If an employee is required to work on a holiday which falls on the employee's scheduled day off, the employee may choose whether such holiday work is to be compensated by the fifty percent (50%) cash premium and compensatory time off provided for above, or if the employee is otherwise eligible, by the overtime provisions of Article IV.
- ii. An employee shall not receive for the same hours of work both (1) overtime pay and (2) the fifty percent (50%) cash premium and compensatory time off.
- iii. Regardless of whether the holiday falls on a regular working day or on a scheduled day off, if the number of hours worked on such holiday exceeds the employee's normal daily tour of duty, all hours of work in excess of such normal daily tour of duty shall be covered by the provisions of Article VII.

- d. Shifts which begin at 9:00 P.M. or later on the day before the holiday shall be deemed to have been worked entirely on the holiday, and shifts which begin at 9:00 P.M. or later on the holiday shall be deemed not to have been worked on the holiday.

- e. As an alternative to the methods of compensation provided in subsections 2(a), 2(b), and 2(c), an employee may elect in writing to receive compensation either entirely in cash or entirely in compensatory time for any such holiday worked. Such election shall be subject to the approval of the agency head, or their designee whose decision shall be final. In no case shall the compensation under this provision exceed or be less than the value of the compensation provided under subsections 2(a), 2(b), or 2(c).

Section 3.

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

ARTICLE VII - OVERTIME

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

Section 1.

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

Section 2.

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

Section 3.

- a. Ordered involuntary overtime which results in an employee working in excess of forty (40) hours in any calendar week shall be compensated in compensatory time at the straight time rate.
- b. For those employees whose normal work week is less than forty (40) hours, any such ordered involuntary overtime worked between the maximum of that work week and forty (40) hours in any calendar week, shall be compensated at straight time (1x).
- c. There shall be no rescheduling of days off and/or

tours of duty to avoid overtime compensation. Any work performed on a scheduled day off shall be covered by this Article.

Section 4.

Authorized voluntary overtime which results in any employee working in excess of the employee's normal work week in any calendar week shall be compensated in time off at the rate of straight time (1x).

Section 5.

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

Section 6.

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

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

$$\frac{1}{1827} \quad \text{or} \quad \frac{1}{261 \times 7}$$

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

Section 7. Overtime Cap

- a. These overtime provisions, including recall and standby provisions, shall apply to all covered employees including those working more than half time, and with permanent, provisional or temporary status, whose annual gross salary including overtime, all differentials and premium pay is not in excess of the amount set forth in subsections 7(d), 7(e) and 7(f) for eligibility for cash compensated overtime (the "cap").
- b. When an employee's annual gross salary including overtime, all differentials and premium pay is higher than the cap, compensatory time at the rate of straight time shall be credited for authorized overtime except as may be proscribed by FLSA. The gross salary shall be computed on an annual calendar year basis and for the purposes of this Section shall mean basic annual salary plus any monies earned.
- c. Employees who are not covered by FLSA whose annual gross salary including overtime, all differentials and premium pay is in excess of the cap shall be required to submit periodic time reports at intervals of not less than one week, but shall not be required to follow daily time clock or sign-in procedures. Employees covered by the overtime provisions of FLSA shall be required to follow daily time clock or sign-in procedures. The periodic time report shall be in such form as is required by the Agency.
- d. Effective September 19, 2007, the cap shall be increased to \$68,490. Thereafter, unless otherwise agreed by the parties, the cap amount shall be adjusted by future collective bargaining increases. Each time the cap is adjusted, an interpretive memorandum or similar document shall be issued setting forth the new amount.
- e. Effective March 19, 2008, the cap shall be increased to \$71,230.
- f. Effective January 31, 2009, the cap shall be increased to \$74,079.

Section 8.

- a. Effective as indicated below employees who work authorized overtime, shall be entitled to the following meal allowances:

	Effective 1/1/1995	Effective 11/26/99
For two continuous hours of overtime	\$7.50	\$8.25
For five continuous hours of overtime	\$8.00	\$8.75
For seven continuous hours of overtime	\$10.00	\$10.75
For ten continuous hours of overtime	\$11.00	\$11.75
For fifteen continuous hours of overtime	\$12.00	\$12.75

- b. Time off for meals shall not be computed as overtime. However, such time off shall not affect the continuity requirement for the above meal allowances.

Section 9.

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

for-hour basis but with minimum compensatory time of four (4) hours worked.

Section 10.

- a. Compensatory time off for voluntary overtime work as authorized in this Article shall be scheduled at the discretion of the agency head but the agency head shall not schedule its use without the consent of the employee within the thirty (30) calendar days following its earning. However, all compensatory time off must be taken by the affected employee within the four (4) months following its earning. Except for the time described in subsection 10b(ii) below, any such compensatory time not so used by the employee's choice shall be added to the employee's sick leave balance. If the agency head calls upon an employee not to take the compensatory time off or any part thereof within the four (4) months, that portion shall be carried over until such time as it can be liquidated. This subsection shall not apply to compensatory time accrued pursuant to FLSA.
- b. If compensatory time off is charged to an employee's Post-April 14, 1986 FLSA Compensatory Time Bank and as a result the employee will not be able to take his/her accrued Post-April 14, 1986 no FLSA compensatory time within the four (4) month period provided in subsection 10(a) above, the period of time in which the equivalent amount of time in the Post-April 14, 1986 non-FLSA Compensatory Time Bank which must be taken shall be extended in writing by the agency head an additional four months.

Section 11.

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

Section 12.

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

Section 13.

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

ARTICLE VIII - TIME AND LEAVE

Section 1.

- a. All provisions of the Resolution approved by the Board of Estimate on June 5, 1956 on "Leave Regulations for Employees Who Are Under the Career and Salary Plan" (hereinafter "Leave Regulations") and amendments, and official interpretations relating thereto, in effect on the effective date of this Agreement and amendments which may be required to reflect the provisions of this Agreement shall apply to all employees covered by the Agreement. Interpretations shall be defined as those rulings issued by the Commissioner of Citywide Administrative Services pursuant to Section 6.6 of the Leave Regulations and which are printed in the official Leave Regulations.

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

- b. Effective May 1, 2006, All Employees shall accrue annual leave as follows:

Years of City Service	Monthly Accrual	Annual Allowance	Days Per Year
Beginning of 15th year	14:35 hours	175 hours	25 days
Beginning with 8 year	13:25 hours	161 hours	23 days
Beginning with 5 year	10:30 hours	126 hours	18 days
First Year	7:35 hours	91 hours	13 days

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

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

If any agency head calls upon an employee to forego the employee's requested annual leave or any part thereof in any year, it must be in writing and that portion shall be carried over until such time as it can be liquidated.

- d. In order to allow employees to make advanced

plans, decisions on requests for annual leave in amounts of at least 5 consecutive work days or tours falling during an agency's designated summer peak vacation period shall be made not less than thirty (30) days prior to the scheduled commencement of said peak vacation period. Such requests must be made no later than forty-five (45) days or tours prior to the commencement of the summer peak vacation period or by the designated submission date for such requests, whichever is earlier. The summer peak vacation period shall be the period designated by an Agency as such, provided such period does not commence prior to Memorial Day Weekend or extend past September 30th. Nothing contained herein shall preclude employees from making annual leave requests in accordance with the other provisions of this Agreement.

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

Section 2.

- a. Approved sick leave and annual leave may be used in units of one (1) hour. Any employee who has completed four (4) months of service may be permitted to take approved annual leave as it accrues.
- b. Except as provided below, employees shall be credited with one day of sick leave per month. Approved sick leave may be used as it accrues. This section shall not alter the provisions of any existing unit agreement which contains a more beneficial procedure.
- c. It shall be the policy of the employer to allow employees to use during their current leave year the amount of annual leave accruable during that year, provided they have sufficient available leave balances. This provision shall be subject to the leave regulations referenced in Section 1 of this Article V and the needs of the agency. Exceptions to this policy shall be on a reasonable and case-by-case basis.

Section 3.

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

Section 4.

- a. i. Except as provided in Section 4(a)(ii), sick leave shall be used only for personal illness of the employee. Approval of sick leave in accordance with the Leave Regulations is discretionary with the agency and proof of disability must be provided by the employee, satisfactory to the agency within five (5) working days of the employee's return to work. However, the employer may request proof of disability when an employee has been on sick leave for five or more consecutive working days. Such proof satisfactory to the agency must be submitted within five working days of such request.
- ii. (1) Notwithstanding the provisions of Section 4(a)(i), effective July 1, 2004, employees may use three (3) days per year from their sick leave balances for the care of ill family members.
- (2) Approval of such leave is discretionary with the agency and proof of disability must be provided by the employee satisfactory to the agency within five (5) working days of the employee's return to work.
- (3) The use of sick leave for care of ill family members shall be limited to a maximum of one-fourth (1/4) of the amount of sick leave hours accruable by an eligible employee during the current leave year or one-fourth (1/4) of the sick leave hours accruable by a full time employee in the same title during a leave year, whichever is less. Approved usage of sick leave for care of ill family members may be charged in units of one (1) hour.
- (4) Family member shall be defined as: spouse; natural, foster or step parent; child, brother or sister; father-in-law; mother-in-law; any relative residing in the household; and domestic partner, provided such domestic partner is registered pursuant to the terms set forth in the New York City Administrative Code Section 3-240 *et seq.*
- b. The provisions of Section 4(a) above notwithstanding, the agency may waive the requirement for proof of disability unless:
- i. An employee requests sick leave for more than three (3) consecutive work days; or
- ii. An employee uses undocumented sick

leave more than five (5) times in a "sick leave period." Employees hired during a "sick leave period" shall be subject to the terms of this subsection commencing with the next complete "sick leave period"; or

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

c. For the purposes of Sections 4(b)(ii) and 4(b)(iii) above, the calendar year shall be divided into two (2), six (6) month "sick leave periods." They shall be: (1) January 1 to June 30, inclusive; and (2) July 1 to December 31, inclusive. An employee who exceeds the allowable number of undocumented absences in any "sick leave period" pursuant to Sections 4(b)(ii) and 4(b)(iii) above shall thereafter, commencing with the next "sick leave period," be required to submit medical documentation, satisfactory to the agency head, before further sick leave may be approved. The requirement for such documentation shall continue in effect until the employee has worked a complete "sick leave period" without being on sick leave more than two (2) times.

d. For the purposes of this Section 4 "one time" shall mean the consecutive use of one-half (1/2) or more work days for sick leave. Sick leave taken in units of less than one-half (1/2) work day shall be counted as "one time" on sick leave when the cumulative total of such sick leave amounts to one-half (1/2) day.

e. The provisions of Section 4(b) above notwithstanding, the agency shall have the discretion to waive the medical documentation required pursuant to Sections 4(b)(ii), 4(b)(iii) and 4(c), for employees who have completed their third year of employment and thereafter have a current sick leave balance commensurate with the number of years of employment as follows:

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

f. It is not the intent of Sections 4(b) and 4(e) for an agency to regularly require proof of disability under normal circumstances.

g. Any employee who anticipates a series of three (3) or more medical appointments, which will require a repeated use of sick leave in units of one day or less shall submit medical documentation indicating the nature of the condition and the anticipated schedule of treatment. Sick leave taken pursuant to said schedule of treatment shall be deemed documented.

h. The medical documentation required by this Section shall be from a health practitioner licensed by the state in which she/he practices to diagnose and certify illness or disability. When an employee has been recommended for relief from duty by a medical practitioner acting in behalf of the Employer's Health Service, the time granted shall be considered documented sick leave for the day of the relief from duty only, unless otherwise specified by the Employer's practitioner.

Section 5.
The number of sick leave allowance days permitted to accumulate shall be unlimited.

Section 6.
a. An employee's annual leave shall be changed to sick leave during a period of verified hospitalization. When an employee is seriously disabled but not hospitalized while on annual leave, after the employee submits proof of such disability which is satisfactory to the agency head, such leave time may be charged to sick leave and not to annual leave at the employee's option.

b. Employees on approved sick leave who have exhausted their sick leave balances shall be placed on annual leave unless otherwise requested in writing for the duration of that absence, subject to continued proof of disability satisfactory to the agency.

Section 7.
Employees who are on agency approved work-study paid leave of absence shall not have annual leave credits deducted unless they actually request and take such annual leave, provided that annual leave accruals do not exceed the maximum permitted in this Agreement.

Section 8.
a. The regular holidays with pay shall be as follows:

New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
Lincoln's Birthday *	February 12th
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11th (or other date established by NYS Legislature)

Election Day	First Tuesday following the First Monday in November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

* See Section 8(c)

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

c. Effective May 1, 2006, the floating holiday shall be eliminated for all employees.

ARTICLE IX - LINE OF DUTY BENEFITS

a. Line of Duty Injury (LODI) benefits shall be granted in accordance with the following:

Upon determination by the Employer that an Employee of the Emergency Medical Service in the title of Supervising Emergency Medical Service Specialist, detailed as Deputy Chief or Division Commander has been physically disabled as the result of an injury arising out of and in the course of the Employee's official duties, including assaults, and through no fault of the Employee, the Employer will grant the disabled Employee a leave of absence with pay not to exceed twelve (12) months.

An Employee granted a leave of absence pursuant to this Agreement shall, without charge to the Employee's annual or sick leave balances, receive his/her regular weekly salary subject to an offset for any Workers' Compensation benefits, if applicable. Such Employee shall, as a condition of receiving benefits under this Agreement, agree to examinations by Employer-designated physicians; shall participate in Employer-sponsored or designated rehabilitation programs; and shall execute an assignment of any judgment or settlement of any third-party actions arising from the injury, in the amount that the salary received pursuant to this Agreement and medical disbursements, if any, made by the Employer exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel. The disabled Employee shall also agree to undergo such medical examinations as are required by the Employer, and when found fit for duty by the Employer shall return to the Employee's employment.

Benefits provided pursuant to this Agreement shall be in addition to but not concurrent with benefits provided under Sections 7.0 and 7.1 of the Leave Regulations for Employees Who Are Under the Career and Salary Plan.

b. LODI benefits are applicable only to injuries sustained on or after October 25, 2005.

c. The parties agree that an injury arising out of and in the course of the Employee's official duties incurred by an Employee while the Employee is on duty shall be eligible for LODI coverage so long as the injury is sustained through no fault of the Employee and the Employee is not under the influence of drugs or alcohol. The term "on duty" shall be defined as the time between when the Employee signs in or clocks in and the time the Employee signs out or clocks out, including any authorized overtime work. If an Employee is on call or asked to standby in his/her home and is then called to work, the Employee shall be eligible for LODI coverage upon the Employee's signing in or clocking in for such assignment, or if the Employee is unable to sign in or clock in, then upon the arrival of the Employee at the location where the Employee was assigned to report. Eligibility for LODI coverage shall cease when such Employee signs out or clocks out or, if the Employee is unable to sign out or clock out, when the Employee is released from such assignment.

d. Employees must remain in their place of recuperation for eight (8) hours each day in accordance with EMS Operating Guide Procedure 125-02 when implemented. An Employee who is found by EMS on two (2) separate occasions to be in violation of EMS Operating Guide Procedure 125-02 shall be terminated from LODI.

e. An Employee who is terminated from LODI shall have the right to appeal such termination to the FDNY Assistant Commissioner for Human Resources, but such appeal shall not be heard by the same person who initially terminated the Employee's LODI benefits. Should a meeting be necessary to hear the appeal, the Employee shall have the right to bring a Union representative to the appeal hearing. Any further appeal shall be taken directly to Step III of the grievance procedure contained in Article XVII of this Agreement.

f. An Employee's request for annual leave when he or she will leave his or her place of recuperation for reasons unrelated to his or her LODI leave of absence shall not be unreasonably denied provided the reason for leaving the place of recuperation is consistent with the Employee's medical condition. An Employee on a leave of absence pursuant to this Agreement shall request annual leave when he or she will be away from his or her place of recuperation for one or more hours, and the reason for leaving the place of recuperation is not related to his or her LODI leave of absence. The use of annual leave by an Employee who is on LODI leave pursuant to this Agreement shall have such time charged to his or her annual leave balance.

1) An Employee on LODI leave of absence pursuant to this Agreement who has or develops a medical condition or requires medical treatment not related to his or her LODI

injury shall request sick leave for such purpose. Sick leave requests shall not be unreasonably denied. Sick leave will be granted in increments of one (1) hour. Any use of sick leave by the Employee shall have such time charged to her or his sick leave balance.

2) Use of sick leave or annual leave pursuant to this paragraph shall in all other ways conform to EMS procedures pertaining to sick leave or annual leave including required documentation. However, use of annual leave or sick leave during the LODI period shall not extend the twelve (12) month maximum LODI grant.

g. Where an Employee on LODI is required to participate in unsupervised physical or occupational therapy, the Employer may request a copy of the medical doctor's and/or therapist's prescription for unsupervised physical or occupational therapy. Further, the Employer may require the Employee to certify, on a form acceptable to the Employer, when, where, and for how long the Employee participated in such therapy. The Employer may request such certification for each unsupervised physical or occupational therapy session.

h. An Employee shall accrue annual leave and sick leave only for the first six months while on LODI leave. If an Employee returns to work in a light/limited duty capacity, the Employee shall accrue annual and sick leave during the period of the light/limited duty assignment. However, time spent in a light/limited duty assignment shall not extend the LODI period past the twelve (12) month maximum.

i. An Employee who refuses to accept a light/limited duty assignment shall have his/her LODI terminated, unless the Employer certifies that the Employee is not physically able to perform the light/limited duty assignment. If there is a disagreement about the Employee's ability to perform said assignment between the Employer and the Employee's own physician, the Employer shall request the opinion of a specialist in the area of the injury in question to determine whether the Employee is capable of performing the assignment. The decision of the specialist shall be final and binding and not subject to appeal through the parties' contractual grievance procedure.

j. An Employee who has been receiving LODI benefits for more than 60 calendar days shall be required to pick up his/her paycheck at their work location, assuming the Employee is physically able to pick up his/her paycheck.

k. The Employer agrees that employees' medical files and records concerning LODI will be kept confidential.

Section 9.
Within forty-five (45) days of the receipt by the Worker's Compensation Division of the Law Department of a claim for Worker's Compensation, the City shall notify the claimant of the approval or disapproval of the claim. Failure to notify the employee within the forty-five (45) day time limit may be grieved at Step III of the grievance procedure without resort to previous steps.

Section 10.
Pursuant to Executive Order No. 34, dated March 26, 1971, "Regulations Governing Cash Payments for Accrued Annual Leave and Accrued Compensatory Time on Death of an Employee while in the City's Employ," if an employee dies while in the Employer's employ, the employee's beneficiary or if no beneficiary is designated, then the employee's estate, shall receive payment in cash for the following:

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

Section 11.
If an employee dies during the term of this Agreement because of an injury arising out of and in the course of the employee's employment through no fault of the employee, and in the proper performance of the employee's duties, a payment of twenty-five thousand dollars (\$25,000) will be made from funds other than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the same beneficiary designated for the purposes of Section 10 of this Article, or if no beneficiary is so designated, payment shall be made to the employee's estate.

Section 12.
If while in covered employment under the terms of this Agreement an employee dies, the Employer shall notify the beneficiary designated by the employee in the personnel folder as to what benefits may be available for the employee and as to where claims may be initiated for such benefits. If no beneficiary is designated, the public administrator of the county in which the employee last resided shall be notified.

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

Section 13.
a. Every employee is obligated to report for work as scheduled.

b. Deduction for unexcused lateness shall be made on a minute for minute basis from any compensatory time standing to an employee's credit and then, if there is no such credited time, from the employee's annual leave balances.

c. The City reserves the right and power appropriately and for just cause to discipline or to

discharge an employee for excessive lateness.

- d.** Latenesses caused by a verified major failure of public transportation, such as a widespread or total power failure of significant duration or other catastrophe of similar severity, shall be excused.
- e.** The agency will prepare contingency plans for operation during a major failure of public transportation which would cause disabled employees, as defined in the Americans with Disabilities Act, great difficulty in reaching their regular work location. Such plans will include, where practicable and productive, provisions assigning disabled employees to report to agency locations closer to their homes. Such plans shall also include provisions for excusal by the agency head of absences on an individual basis for disabled employees. Decisions of the agency head with respect to absences under such plans shall not be subject to the grievance procedure.

Section 14.

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

Section 15.

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

Section 16.

- a.** Bereavement leave shall be granted for the death of an employee's spouse; "domestic partner," as defined in the New York Administrative Code Section 1-112(21); natural, foster or step parent; child; brother or sister; father-in-law; mother-in-law; or other relative residing in the household.
- b.** Effective November 26, 1999, bereavement leave shall be granted for the death of a grandchild.
- c.** When a death in an employee's family occurs while

the employee is on annual or sick leave, such time as is excusable for death in the family shall not be charged to annual or sick leave.

Section 17.

Individual employee grievants shall be granted leave with pay for such time as is necessary to testify at arbitration hearings. Leave with pay shall be granted to three (3) employees who are named grievants in a group arbitration proceeding for such time as is necessary for them to testify at their group arbitration hearings. Leave with pay for such time as is necessary to testify at their hearings shall be granted to employees who, after final adjudication of proceedings under Section 210 paragraph 2(h) of the Civil Service Law, are determined not to have been in violation of Section 210.

Section 18.

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

ARTICLE X - HEALTH INSURANCE

Section 1.

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

Section 2.

- a.** Retirees shall continue to have the option of changing their previous choice of Health Plans. This option shall be:
- i.** a onetime choice;
 - ii.** exercisable only after one year of retirement; and
 - iii.** exercisable at any time without regard to contract periods.
- Such changes to a new plan shall be effectuated as soon as practicable but no later than the first day of the month three months after the month in which the application has been received by the New York City Employee Health Benefits Program.
- b.** Effective with the reopener period for health insurance subsequent to January 1, 1980 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. This option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

ARTICLE XI - PERSONNEL AND PAY PRACTICES

Section 1.

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

Section 2.

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

Section 3.

- a.** When a transfer is accomplished with the consent of the employee, all compensatory time due for overtime worked shall be granted to the employee prior to the effective date of the transfer except where:

- i.** the receiving agency agrees in writing to accept the transfer of these accrued compensatory time balances in whole or in part to its records,
- ii.** or the employee requests in writing that these accrued compensatory time balances be converted to sick leave credits as of the date of the transfer.

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

- b.** When an employee is subjected to a functional or involuntary transfer, all the employee's accrued compensatory time balances shall be transferred to the records of the receiving agency.
- c.** When a current employee is appointed to another City agency from a list promulgated by the New York City Department of Citywide Administrative Services, all compensatory time shall be transferred to the records of the appointing agency.
- d.** The Employer shall furnish identification cards to all employees who have served continuously for six (6) months.
- e.** Each employee who is a member of the New York City Employee's Retirement System (NYCERS) shall receive a Tax-Pension Identification Card showing the name, withholding tax number, pension number, pension plan, and the date the last membership in the System began. Employees joining the NYCERS during the life of this Agreement shall be given a Tax-Pension Identification Card when the employing agency is notified by the System of the date membership was granted and the pension number assigned. In the discretion of an agency head, the identification card required by subsection 4(a) above may be combined with the Tax-Pension Identification Card.
- f.** Lost cards shall be reported immediately and replaced at cost to the employee. Upon separation from service, an employee shall not receive the employee's final paycheck until the employee has returned the identification card issued, or has submitted an appropriate affidavit of loss.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

by noncompetitive examination offered pursuant to Rule 6.1.9 of the Personnel Rules and Regulations of the City of New York.

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

Section 9.

- a.** Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred twenty (120) days after execution of the applicable agreement or one hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment.
- b.** Interest on shift differentials, holiday and overtime pay, shall accrue at the rate of three percent (3%) per annum from one hundred twenty (120) days following their earning or one hundred twenty (120) days after the execution of this Agreement, whichever is later, to the date of actual payment.
- c.** Interest accrued under subsections 9(a) or 9(b) shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.00).

Section 10.

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

Section 11.

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

Section 12.

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

Section 13.

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

Section 14.

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

Section 15.

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

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

Section 16.

a. Upon the conclusion of an investigation conducted pursuant to Executive Order 16, dated July 26, 1978, the summoned employee shall be entitled, upon request, to a copy of any sworn statement the employee has given to an Inspector General or the Inspector General's designee or representative.

b. Upon the conclusion of an investigation conducted pursuant to Executive Order 16, dated July 26, 1978, an employee who has been notified that he or she has been the subject of said investigation, shall, upon the employee's request, be advised of its disposition.

Section 17.

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

Section 18.

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

Section 19.

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

Section 20. Notice of Major Renovations

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

Section 21. Functional Transfers

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

Section 22. Metrocards

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

Section 23. Conflict of Interest Board Submissions

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

ARTICLE XII - EVALUATIONS AND PERSONNEL FOLDERS

Section 1.

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

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

Section 2.

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

ARTICLE XIII - CIVIL SERVICE, CAREER DEVELOPMENT

Section 1.

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

Section 2.

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

Section 3.

The Employer's contribution to any newly negotiated Training Fund agreements may be applied, by the agreement of the parties, to a mutually agreed upon Training Trust Fund for the purpose of establishing and administering a plan to provide opportunities for training and education for covered employees beyond those provided by the Department of Citywide Administrative Services. The Training Trust Fund shall plan, administer, and coordinate all training programs to be financed by the Training Fund. Such training programs shall be designed to increase the effectiveness and efficiency of employees covered by the agreement and to prepare such persons for advancement and upgrading.

The Training Trust Funds and training programs shall be subject to fiscal audit by the Comptroller of the City of New York and to prior approval and performance audit by the Department of Citywide Administrative Services.

All factual data necessary to evaluate the programs shall be furnished to the Department of Citywide Administrative Services by the Training Trust Fund. The Department of Citywide Administrative Services shall respond within thirty (30) days stating its objection, if any, to the proposed program.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

ARTICLE XIV - UNION RIGHTS

Section 1.

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

Section 2.

Each certified union shall have reasonable access to its dues checkoff authorization cards in the custody of the Employer.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

ARTICLE XV - WELFARE FUND

Section 1.

a. In accordance with the election by the Union pursuant to the provisions of Article XIII, Section 1(a) of the 1995-2001 Citywide Agreement as amended between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, 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, AFSCME, AFL-CIO, the provisions of Article XIII, Section 1(b) of the 1995-2001 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, 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 agreements thereto, exceed the total amount that the Union would have been entitled to receive if the separate contributions had continued.

c. The payments shall be remitted by the Employer to the *Organization of Staff Analysts Welfare Fund* subject to the said supplemental agreement to be entered into between the Employer and the Union for the benefit of each Employee and further subject to periodic audit by the Comptroller of the City of New York.

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.

Effective August 19, 2008, the City's contribution on behalf of each full-time active member and retiree shall be increased by \$100 per annum for a total of \$1,640 per annum.

ARTICLE XVI – PRODUCTIVITY AND PERFORMANCE Introduction

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

Section 1. Performance Levels

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

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

Section 2. Supervisory Responsibility

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

b. Employees who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

Section 3. Performance Compensation

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance. The Employer agrees to notify the Union of its intent to pay such additional compensation.

ARTICLE XVII – GRIEVANCE PROCEDURE

Section 1.

DEFINITION: The term "Grievance" shall mean:

a. A dispute concerning the application or interpretation of the terms of this Agreement;

b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York shall not be subject to the grievance procedure or arbitration;

c. A claimed assignment of employees to duties substantially different from those stated in their job specifications.

Section 2.

The Grievance Procedure 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 1 c, no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance unless such grievance has been filed within thirty (30) days of the assignment to 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 with the time limitation set forth in Step I below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

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

STEP II An appeal from an unsatisfactory determination at **STEP I** 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) working days of the receipt of the **STEP I** determination. The agency head or designated representative, if any, shall meet with the Employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

STEP III An appeal from an unsatisfactory determination at **STEP II** shall be presented by the Employee and/or the Union to the Commissioner of Labor Relations in writing within ten (10) working 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) working 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) working 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 heretofore 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 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, 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 grievance concerning a large number of Employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at **STEP III** of the grievance procedure. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10. Expedited Arbitration Procedure

a. The parties agree that there is a need for an expedited arbitration process which would allow for the prompt adjudication of the grievances as set forth below.

b. The parties voluntarily agree to submit matters to final and binding arbitration pursuant to the New York City Collective Bargaining Law and under the jurisdiction of the Office of Collective Bargaining. An arbitrator or panel of arbitrators, as agreed to by the parties, will act as the arbitrator of any issue submitted under the expedited procedure herein.

c. The selection of those matters which will be submitted shall be made 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 Section 10 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. 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 a good cause shown.

(3) The Arbitrator shall not be precluded from attempting to assist the parties in settling a particular case.

(4) A decision will be issued by the Arbitrator within two weeks. It will not be necessary in the Award to recount any of the facts presented. However, a brief explanation of the Arbitrator's rationale may be included. Bench decisions may also be issued by the Arbitrator.

(5) Decisions in this expedited procedure shall not be considered as precedent for any other case 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 all endeavor to stipulate to the issue in advance of the hearing date.

Section 11. FLSA Dispute Procedure

a. Any dispute, controversy or claim concerning or arising out of the application or interpretation of

the Fair Labor Standards Act ("FLSA Controversy") shall be submitted by a claimant in accordance with this section.

- b.** Any FLSA Controversy must be presented in writing and in the form prescribed by the FLSA Panel no later than sixty days after the date on which such FLSA Controversy arose.
- c.**
- i.** Any FLSA Controversy arising out of a claimed wrongful computation of benefits shall be submitted by an employee in writing to the applicable agency head or designee for review and resolution. A copy shall also be submitted to the Office of Labor Relations and to the Union. The agency shall have thirty days to resolve the matter and issue a written decision; such period may be extended by mutual agreement of the parties.
- ii.** If the matter is not satisfactorily resolved at the agency level, the claimant may, within two weeks after receipt of the agency determination, appeal the matter to the FLSA Panel in writing.
- d.** The FLSA Panel shall consist of a representative designated by the Municipal Labor Committee and a representative designated by the Commissioner of the Office of Labor Relations of the City of New York. The FLSA Panel shall establish appropriate forms and procedures to promptly review and resolve all FLSA Controversies submitted to it.
- e.** Any FLSA Controversy arising out of the classification of a position or group of positions as exempt or non-exempt from the FLSA shall be submitted by an employee in writing to the FLSA Panel.
- f.** Notwithstanding the provisions of this Section 11, the submission of a dispute by an employee under this procedure shall not constitute a waiver of the employee's rights under the FLSA.

ARTICLE XVIII - JOB SECURITY

Section 1. General Layoff Provisions

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

- a.** Notice shall be provided by the Office of Labor Relations to the union not less than thirty (30) days before the effective dates of projected layoffs. Such notification(s) shall apply to all proposed layoffs and shall include a summary by layoff unit of the number of affected positions by title (including title code number and civil service status) and shall also include in addition to the above information the name, social security number, city start date, and title start date of each affected employee. It is understood by the parties that such notice is considered to be preliminary and is subject to change during the 30 days notice period. However, if new title(s) which were not part of the original notice are added to the proposed layoff notice or the number of employees in title(s) contained in the original notice is increased beyond the number in the original notice, an additional 30 days notice will be given to the affected union(s) covering solely such additional title(s) or numbers, except, such additional 30 days notice shall not apply to employees displaced by the "bumping" provisions mandated by the Civil Service Law or by appointments from special transfer, preferred, or other civil service lists. The parties may waive such additional notice by mutual consent.
- b.** Within such 30-day period designated representatives of the Employer will meet and confer with the designated representatives of the union with the objective of considering feasible alternatives to all or part of such scheduled layoffs, including but not limited to:
- i.** the transfer of employees to other agencies with retraining, if necessary, consistent with Civil Service law but without regard to the Civil Service title,
- ii.** the use of Federal and State funds whenever possible to retain or re-employ employees scheduled for layoff,
- iii.** the elimination or reduction of the amount of work contracted out to independent contractors, and
- iv.** encouragement of early retirement and the expediting of the processing of retirement applications.
- c.** After meeting and conferring with the designated representatives of the union, the Employer shall have the right, when necessary, to transfer any employee, in lieu of layoff, from one agency to another provided such transfer is within title (and the employee meets all the legal requirements of the new position) and is being made without loss in pay, benefits, or seniority to the affected employee. The following procedure shall govern:
- i.** Volunteers in order of title seniority.
- ii.** Nonvolunteers in order of title seniority among those who would otherwise have to be laid off in the agency from which the transfer is being made.

Section 2. Competitive Class Preferred Lists

a. When a layoff occurs, the Employer shall provide to the bargaining representative a list of permanent competitive class employees who are on a preferred list with the original date of appointment utilized for the purpose of such layoff.

- b.** A laid off employee who is returned to service in the employee's former title or in a comparable title from a competitive class preferred list, shall receive the basic salary rate that would have been received by the employee had the employee never been laid off, up to a maximum of two (2) years of general salary increases.

ARTICLE XIX - OCCUPATIONAL SAFETY AND HEALTH Section 1.

- a.** Adequate, clean, structurally safe and sanitary working facilities shall be provided for all employees.
- b.** Motor vehicles and power equipment which are in compliance with minimum standards of applicable law shall be provided to employees who are required to use such devices.
- c.** Where necessary, first aid chests, adequately marked and stocked, shall be provided by the Employer in sufficient quantity for the number of employees likely to need them and such chests shall be reasonably accessible to the employees.
- d.** A Labor Management Health and Safety Committee is established in the agency. A representative of the EMS Chiefs union shall be eligible to attend as a member of the committee. The Committee shall meet at least quarterly and shall meet at the written request of the labor or the management representatives for the purpose of discussing health and safety problems in the agency and making recommendations for their resolution to the agency head. The written request for such a meeting shall indicate the specific condition for which the meeting is called. In addition to the above-described committee, sub committees may be established on an ad hoc basis upon agreement of the parties.
- e.** The sole remedy for alleged violations of this Section shall be a grievance pursuant to the grievance provisions of this Agreement. Any employee who withholds services as a means of redressing or otherwise protesting alleged violations of this Section shall be docked pay for any unauthorized non-performance of work and may be subject to any appropriate disciplinary action.
- f.** In construing this Section, an arbitrator shall initially have the power only to decide whether the subject facilities meet the standards of subsection (a) of this Section 2 but may not affirmatively direct how the Employer should comply with this Section. If the arbitrator determines that the Employer is in violation of this 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 this Section. However, such remedy shall not exceed appropriations available in the current budget allocation for the involved agency for such purposes.
- g.** In any enclosed facility where employees are assigned to work, the Employer shall make reasonable efforts to provide for the personal security of employees while they are working.
- h.** When the Employer becomes aware of a safety hazard which the Employer considers an imminent physical danger to employees at a worksite, the Employer shall remove the employees from the affected area.
- i.** The Employer shall provide to the Municipal Labor Committee a copy of the results of environmental testing by the City of a City worksite and statistics resulting from special medical testing of employees.

ARTICLE XX - BULLETIN BOARDS: EMPLOYER FACILITIES

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

ARTICLE XXI - NO STRIKES

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

ARTICLE XXII - UNION ACTIVITY

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 XXIII - FINANCIAL EMERGENCY ACT

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

ARTICLE XXIV - APPENDICES

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

ARTICLE XXV - SAVINGS CLAUSE

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

WHEREFORE, we have hereunto set our hands and seals this 3rd day of December, 2010.

**CITY OF NEW YORK AND
RELATED PUBLIC
EMPLOYERS AS
DEFINED HEREIN**

BY: _____/s/
JAMES F. HANLEY
Commissioner
Office of Labor Relations

**EMS SUPERIOR OFFICERS
ASSOCIATION**

BY: _____/s/
DEBRA CALI
President

APPROVED AS TO FORM:

BY: _____/s/
PAUL T. REPHEN
Acting Corporation Counsel

BY: _____/s/
JOAN STERN KIOK
General Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD:

_____, 2010.

UNIT: EMS CHIEFS

TERM: February 19, 2007 - January 30, 2011

Appendix

The following rules shall govern the eligibility of Employees for the Recurring Increment Payment (RIP) provided for in Article IV, Section 1 of the 2007-2011 EMS SOA Unit Agreement.

- 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.
- 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.
 - 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.
 - 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.
- 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.
- 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:
 - 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,
 - time prior to a reinstatement,
 - time on a preferred or recall list, and
 - time not in pay status of 31 days or less.
- 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.
- 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.
- A RIP shall not become pensionable until two years after the Employee begins to receive such RIP.

**THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS**
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

JAMES F. HANLEY
Commissioner

December 29, 2008

Debra Cali, President
EMS Superior Officers Association
P.O. Box 562
Maspeth, NY 11378

Joan Stern Kiok, Counsel
442 East 20th Street, #9H
New York, NY 10009-8126

Dear Ms. Cali and Ms. Kiok:

This is to confirm the parties understanding regarding the 2007-2011 SOA Unit Agreement.

Welfare Fund

- a. Effective June 19, 2007, there shall be a one-time lump sum cash payment to the welfare fund in the amount of \$166.67 on behalf of each full-time active member and retiree who is receiving benefits on June 19, 2007.
- b. The per annum contribution rate, and the one-time lump sum cash payment on behalf of 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 shall be adjusted in the same proportion heretofore utilized by the parties for all such Employees/retirees as the per annum contribution rate is adjusted for full-time Employees/retirees.

If this confirms your understanding, please execute the signature lines below.

Sincerely,

/s/
James F. Hanley
Commissioner

/s/
Debra Cali, President

/s/
Joan Stern Kiok, Counsel

THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
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JAMES F. HANLEY
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December 29, 2008

Debra Cali, President
EMS Superior Officers Association
P.O. Box 562
Maspeth, NY 11378

Joan Stern Kiok, Counsel
442 East 20th Street, #9H
New York, NY 10009-8126

Dear Ms. Cali and Ms. Kiok:

This is to confirm the parties understanding regarding the 2007-2011 SOA Unit Agreement.

Additional Compensation Fund (ACF)

Section 1. Effective January 30, 2011, the bargaining unit shall have available funds not to exceed 0.10% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 2 c. and d. of the 2007-2011 Memorandum of Agreement. The funds available shall be based on the December 31, 2007 payroll, including spinoffs and pensions.

Section 2. Effective January 30, 2011, the parties agree that the ACF monies available in Section 1 of this side letter as specified above shall be fully used for an increase of \$84.00 in the 15 year Recurring Increment Payment (RIP). See Article IV, Section 1 a. of the Agreement.

If this confirms your understanding, please execute the signature lines below.

Sincerely,

/s/
James F. Hanley
Commissioner

/s/
Debra Cali, President

/s/
Joan Stern Kiok, Counsel

THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
http://nyc.gov/olr

JAMES F. HANLEY
Commissioner

December 8, 2008

Debra Cali, President
EMS Superior Officers Association
P.O. Box 562
Maspeth, NY 11378

Joan Stern Kiok
442 East 20th Street
New York, NY 10009

Dear Ms. Cali and Ms. Kiok:

This letter is to confirm certain mutual understandings and agreements regarding the March 27, 2006 side letter of the 2003-2007 EMS Superior Officers Association Unit Agreement.

The parties agree that savings sufficient to fund an additional 0.23% un-compounded salary increase have been identified. These savings shall be applied effective October 10, 2006.

The Union agrees that the "Joint Labor Management Committee on Productivity Initiatives" referenced in the side letter to the 2003-2007 EMS Superior Officers Association Unit Agreement is no longer viable, and the Union further agrees not to pursue any further efforts in any forum in that regard.

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

Very truly yours,

/s/
JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF EMS Superior Officers Association

BY: /s/
Debra Cali, President

Y: /s/
Joan Stern Kiok, Counsel

CHANGES IN PERSONNEL

CAMPAIGN FINANCE BOARD FOR PERIOD ENDING 11/26/10						
NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE
FERRIS	JOSEPH M	06601	\$35350.0000	RESIGNED	YES	11/05/10
JEMILLO	LEAHRUTH W	06601	\$37654.0000	RESIGNED	YES	10/28/10
SEALY	SHERA N	06601	\$40000.0000	RESIGNED	YES	11/16/10

NYC EMPLOYEES RETIREMENT SYS FOR PERIOD ENDING 11/26/10						
NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE
JOHNSON	WAYNE D	40491	\$19.1000	RESIGNED	YES	11/02/10
MORALES	FERNANDO A	40491	\$36963.0000	RESIGNED	NO	10/18/10
PRAKASH	PRABESH	10050	\$129467.0000	INCREASE	YES	11/01/10
SPENCE	YALANDA	13641	\$88280.0000	RESIGNED	YES	11/16/10
WATSON	MELINDA B	10050	\$115000.0000	APPOINTED	YES	11/16/10

PRESIDENT BOROUGH OF MANHATTAN FOR PERIOD ENDING 11/26/10						
NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE
BARON	MEAGHAN E	1002C	\$50835.0000	RESIGNED	YES	11/10/10
CORSON	STEPHEN C	1002C	\$65000.0000	INCREASE	YES	11/16/10

BOROUGH PRESIDENT-BRONX FOR PERIOD ENDING 11/26/10						
NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE
HARTZOG	MELANIE J	12885	\$45688.0000	RESIGNED	YES	10/05/00

OFFICE OF THE COMPTROLLER FOR PERIOD ENDING 11/26/10						
NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE
BASTIEN	KETTLY	1002C	\$57333.0000	INCREASE	YES	11/14/10
CANCEL	ALICE	60910	\$45000.0000	APPOINTED	YES	11/07/10
PARKS	KIRK A	10026	\$120000.0000	APPOINTED	YES	11/14/10
PINK	LESLEY R	10033	\$80000.0000	APPOINTED	YES	11/07/10
SWEENEY	MATTHEW M	10033	\$80000.0000	APPOINTED	YES	11/14/10
TAVARES	MARIA L	10001	\$138000.0000	INCREASE	YES	11/14/10
TONER	PATRICK D	10001	\$161000.0000	INCREASE	NO	11/14/10

OFFICE OF MANAGEMENT & BUDGET FOR PERIOD ENDING 11/26/10						
NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE
FAJARDO	DIANA R	06088	\$49518.0000	RESIGNED	YES	10/24/10
PICCARRETO	KRISTINA F	06088	\$58993.0000	RESIGNED	YES	11/14/10

TAX COMMISSION FOR PERIOD ENDING 11/26/10						
NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE
GOMBINSKI	STEVEN J	95317	\$77.9600	RETIRED	YES	11/07/10

LAW DEPARTMENT FOR PERIOD ENDING 11/26/10						
NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE
D'ABATE	DANIELLE N	30112	\$63338.0000	RESIGNED	YES	11/11/10
JACKSON	TAMARA	30112	\$72151.0000	RESIGNED	YES	11/04/10
MILEVOJ	MELISSA K	30112	\$132189.0000	RESIGNED	YES	11/17/10
MILLER	GORDON	30112	\$105650.0000	RETIRED	YES	11/18/10
SALEM	AFSAAN	30112	\$94093.0000	RESIGNED	YES	11/11/10
STOLLER	JACK	30112	\$94092.0000	RESIGNED	YES	11/16/10

DEPARTMENT OF CITY PLANNING FOR PERIOD ENDING 11/26/10						
NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE
MARGOLIES	JANE	22122	\$54.7600	APPOINTED	YES	11/05/10
ORR	HOLLY H	22122	\$70000.0000	RESIGNED	YES	10/31/10

TEACHERS RETIREMENT SYSTEM FOR PERIOD ENDING 11/26/10						
NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE
ABREU	ANA	12626	\$54137.0000	INCREASE	YES	11/07/10
CHAN	PHILLIP D	40493	\$67223.0000	RETIRED	YES	11/10/10

HANRAHAN	ANNETTE	10050	\$168000.0000	INCREASE	NO	10/31/10
KANWAR	KAVITA	10050	\$132000.0000	INCREASE	YES	10/31/10
KRIVITSKIY	IRINA	82986	\$78404.0000	INCREASE	YES	10/31/10
MIKOFISKY	MAGDALEN A	40491	\$46860.0000	RESIGNED	NO	10/17/10
PFISTERER	FRED	13632	\$100000.0000	APPOINTED	YES	11/07/10
TSE	KA KI	40493	\$54137.0000	INCREASE	NO	11/07/10

CIVILIAN COMPLAINT REVIEW BD FOR PERIOD ENDING 11/26/10						
NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE
STEEL	ANNA F	31165	\$49045.0000	RESIGNED	YES	11/07/10

POLICE DEPARTMENT FOR PERIOD ENDING 11/26/10						
NAME	TITLE	NUM	SALARY	ACTION	PROV	EFF DATE
ADAMS	TIRZAH	10147	\$44512.0000	PROMOTED	NO	10/29/10
ADETULA	TRACY A	71651	\$33600.0000	RESIGNED	NO	10/06/10
ALI	MD Y	71652	\$43249.0000	PROMOTED	NO	10/29/10
ARENARE	GINA	10147	\$42594.0000	PROMOTED	NO	10/29/10
ARGENTO	LETTICA	10147	\$42594.0000	PROMOTED	NO	10/29/10
AUGUST	YVONNE	10147	\$42594.0000	PROMOTED	NO	10/29/10
AVERY	MILDRED	10147	\$42594.0000	PROMOTED	NO	10/29/10
BAILEY	FRANCISC V	31105	\$42259.0000	DECEASED	NO	11/07/10
BAKER	JEFFREY	7021A	\$83921.0000	RETIRED	NO	11/20/10
BALL	LAUREN E	92005	\$291.9700	RETIRED	NO	11/13/10
BARNES	CRYSTAL L	10147	\$42594.0000	PROMOTED	NO	10/29/10
BARRAZA	FRED A	70210	\$53270.0000	DECEASED	NO	11/12/10
BARSAMIAN	DIKRAN C	70210	\$76488.0000	RETIRED	NO	11/13/10
BEARY	DAVID	70265	\$140945.0000	RETIRED	NO	11/16/10
BENIK	KERRI A	70210	\$48779.0000	TERMINATED	NO	11/10/10
BHATT	ARVIN	06750	\$83221.0000	RESIGNED	YES	11/02/10
BOSCIA	LEONARD A	10074	\$142918.0000	RETIRED	YES	11/13/10
BRIGGS	GAIL	10144	\$35657.0000	RETIRED	NO	11/11/10
BRINSON	ROBERTA L	10147	\$42594.0000	PROMOTED	NO	10/29/10
BROWN	HELEN W	60817	\$35323.0000	DISMISSED	NO	11/13/10
BROWN	MARYANN	10147	\$42594.0000	PROMOTED	NO	10/29/10
BURRELL-FARROW	JACQUELI	10147	\$42594.0000	PROMOTED	NO	10/29/10
CAMARCO	DONNA M	10147	\$42594.0000	PROMOTED	NO	10/29/10
CAPERS-KEALON	CAROLYN L	70205	\$12.9100	RESIGNED	YES	10/23/10
CARRERAS	ANNMARIE	70210	\$76488.0000	RETIRED	NO	10/30/10
CARSON	SUSAN J	10147	\$42594.0000	PROMOTED	NO	10/29/10
CARTER	BRENDA L	10147	\$42594.0000	PROMOTED	NO	10/29/10
CEPHUS-ROBERTS	REGINA	10147	\$42594.0000	PROMOTED	NO	10/29/10
CHENG	WAI-FUN	10147	\$42594.0000	PROMOTED	NO	10/29/10
CLARKE	JOYCELYN A	10147	\$42594.0000	PROMOTED	NO	10/29/10
COGER	KENYA S	10147	\$42594.0000	PROMOTED	NO	10/29/10
COHEN	RUDOLPH	71651	\$33730.0000	DECEASED	NO	10/30/10
COLE	DEBORAH J	10147	\$42594.0000	PROMOTED	NO	10/29/10
COLLIN	CLAIRE R	21849	\$46455.0000	RESIGNED	YES	11/20/10
CORREA	SALVADOR	10147	\$42594.0000	PROMOTED	NO	10/29/10
COTTINGHAM	KEVIN F	70235	\$98072.0000	RETIRED	NO	11/08/10
DANI	MARYANNE	60820	\$57813.0000	PROMOTED	NO	10/29/10
DEJUANA	ZOILA	10147	\$42594.0000	PROMOTED	NO	10/29/10
DELOZIER	ELANA N	06750	\$83221.0000	RESIGNED	YES	10/08/10
DEMONTE	ANTHONY	70210	\$76488.0000	RETIRED	NO	11/15/10
DERR	BRIAN M	30087	\$69085.0000	INCREASE	YES	10/29/10
DIAZ	MARIBEL C	7021B	\$94300.0000	RETIRED	NO	11/19/10
DIAZ	RAQUEL S	10144	\$35285.0000	RESIGNED	NO	11/02/10
DIAZ-LOVELACE	DINEIL N	30087	\$53181.0000	INCREASE	YES	10/29/10
DOLAN	BRENDAN G	70235	\$79763.0000	PROMOTED	NO	11/15/10
DOLCY	TRISTAN A	71012	\$32710.0000	RESIGNED	NO	10/19/10
DOWD	CHERYL A	71012	\$32710.0000	RESIGNED	NO	10/26/10
DRAYTON	MICHAEL	10147	\$42594.0000	PROMOTED	NO	10/29/10
DUNN	CONWAY A	71651	\$36210.0000	RESIGNED	NO	10/07/10
EDWARDS	DELORES M	10147	\$42594.0000	PROMOTED	NO	10/29/10
EGHAREVBA	THERESA I	10147	\$42594.0000	PROMOTED	NO	10/29/10
FARRUGGIA	JULIANE C	30087	\$53181.0000	INCREASE	YES	10/29/10
FINNegan	VINCENT J	70210	\$76488.0000	RETIRED	NO	11/14/10
FISHON	RENEE	10144	\$35285.0000	RESIGNED	NO	10/13/10
FLOYD	SELINA	70205	\$12.9000	RESIGNED	YES	10/08/10
FOSTER	EBONY J	21849	\$46455.0000	RESIGNED	YES	09/28/10
FRAMPTON	RASHEIDA T	71012	\$33810.0000	APPOINTED	NO	10/10/10
FRANCISCO	SUSAN M	06750	\$83221.0000	INCREASE	YES	10/29/10
GRAF	RICHARD J	7026E	\$156223.0000	RETIRED	NO	11/16/10
GREENE-JAMES	LUCILLE	10147	\$42594.0000	PROMOTED	NO	10/29/10
HANCOCK	BARBARA	10147	\$43004.0000	RETIRED	NO	11/02/10
HANES	CAROL L	70205	\$9.8800	RESIGNED	YES	10/27/10
HARRIS	DONNA Y	71651	\$29217.0000	RESIGNED	NO	09/27/10
HARTS	SHAWNDEL S	7021A	\$77480.0000	PROMOTED	NO	11/09/10
HEMBERGER	STEPHEN M	70210	\$41975.0000	RESIGNED	NO	11/19/10
HENRY	REGINALD	70235	\$98072.0000	RETIRED		

NAME	NUM	SALARY	ACTION	PROV	EFF DATE
JOHNSON KEVIN M 70210	\$46132.0000	TERMINATED	NO	10/01/04	
JONES CAROL A 10144	\$37081.0000	RETIRED	NO	11/20/10	
JONES CRYSTAL S 10147	\$42594.0000	PROMOTED	NO	10/29/10	
JONES RENEE A 10124	\$51445.0000	INCREASE	NO	10/29/10	
KELLY KAREN A 10147	\$42594.0000	PROMOTED	NO	10/29/10	
KING JUANITA 10147	\$42594.0000	PROMOTED	NO	10/29/10	
LAERA ALEXANDE J 70265	\$140945.0000	RETIRED	NO	11/20/10	
LINDOR-PARKER LAURANN 70260	\$108244.0000	RETIRED	NO	11/16/10	
LONEY MARLA D 10147	\$42594.0000	PROMOTED	NO	10/29/10	
LOPEZ SUSANA L 10147	\$42594.0000	PROMOTED	NO	10/29/10	
LUPOLI TARA M 30087	\$69085.0000	INCREASE	YES	10/29/10	
MAHMOUD DAVID 70210	\$76488.0000	DECREASED	NO	11/12/10	
MARTINEZ FRANCHES J 71651	\$29217.0000	RESIGNED	NO	11/06/10	
MASTERSON ELAINE 10147	\$42594.0000	PROMOTED	NO	10/29/10	
MATTERA GIOVANNI 70235	\$79763.0000	PROMOTED	NO	10/29/10	
MATTOCKS BARBARA 10147	\$42594.0000	PROMOTED	NO	10/29/10	
MEHTA NILA 10147	\$43441.0000	PROMOTED	NO	10/29/10	
MENDOZA YOLANDA 10147	\$42594.0000	PROMOTED	NO	10/29/10	
MENZIES ANDRE 70210	\$76488.0000	DECREASED	NO	11/16/10	
MICKUS STANLEY 70210	\$76488.0000	RETIRED	NO	11/10/10	
MILLNER ERIS A 70205	\$12.9000	RESIGNED	YES	10/18/10	
MINISQUERO JOEL D 12627	\$69725.0000	RETIRED	NO	11/01/10	
MOORE DAVID 7021B	\$94300.0000	RETIRED	NO	11/14/10	
MORRIS RANDY R 70210	\$76488.0000	RETIRED	NO	11/13/10	
MOSES PATRICIA 10147	\$42594.0000	PROMOTED	NO	10/29/10	
MUMFORD LATREVA V 10147	\$42594.0000	PROMOTED	NO	10/29/10	
NAIR RENJITH G 71651	\$36210.0000	RESIGNED	NO	09/25/10	
NEEDHAM YVONNE J 10147	\$42594.0000	PROMOTED	NO	10/29/10	
NIKIFORIDIS EVANGELO T 70235	\$79763.0000	PROMOTED	NO	11/15/10	
OCHOA IRMA V 80609	\$34655.0000	INCREASE	NO	10/29/10	
ORTIZ ANA 60820	\$57813.0000	PROMOTED	NO	10/29/10	
OWENS TONI M 71651	\$36210.0000	RESIGNED	NO	10/22/10	
PABON MARTINA M 10144	\$30683.0000	RESIGNED	NO	10/30/10	
PAGE REGINA 10147	\$42594.0000	PROMOTED	NO	10/29/10	
PEYER JONATHAN R 70235	\$79763.0000	PROMOTED	NO	11/15/10	
PHIPPS MARK A 60817	\$32658.0000	DECREASE	NO	11/16/10	
POOLE DOROTHY 10144	\$35460.0000	RETIRED	NO	11/12/10	
RAMSARRAN SUNITA 21849	\$55593.0000	INCREASE	YES	10/29/10	
REESE JACQUELI E 71012	\$32710.0000	RESIGNED	NO	10/16/10	
REEVES BRITTNEY L 70210	\$48779.0000	RESIGNED	NO	11/18/10	
REYES JUAN 70210	\$76488.0000	RETIRED	NO	11/15/10	
ROBERTS VALERIE A 10147	\$42594.0000	PROMOTED	NO	10/29/10	
ROBINSON EMILY D 10147	\$42594.0000	PROMOTED	NO	10/29/10	
RODRIGUEZ ANGEL L 60820	\$57813.0000	PROMOTED	NO	10/29/10	
ROSADO MIRIAM 10147	\$42594.0000	PROMOTED	NO	10/29/10	
ROSS JEFFREY R 70210	\$43644.0000	RESIGNED	NO	10/20/10	
SAMEDY STANLEY R 70210	\$56609.0000	DISMISSED	NO	11/05/10	
SANTIAGO LOURDES E 60817	\$32658.0000	INCREASE	NO	03/30/08	
SELLITTI JOHN J 70210	\$76488.0000	APPOINTED	NO	10/29/10	
SHASHI RAJAGOPA S 13632	\$89393.0000	INCREASE	YES	10/28/10	
SHAW LADONNES V 10147	\$42594.0000	PROMOTED	NO	10/29/10	
SIRACUSA CAROLINA 60817	\$31259.0000	RESIGNED	NO	11/10/10	
SIVAKUMARAN SIVAKUMA 40526	\$45282.0000	INCREASE	NO	10/29/10	
SMALL TANYA 10147	\$42594.0000	PROMOTED	NO	10/29/10	
SMITH SEKOU A 70210	\$42488.0000	RESIGNED	NO	06/07/05	
SMITH SELENA N 10147	\$42594.0000	PROMOTED	NO	10/29/10	
SULLIVAN NOREEN P 10147	\$42594.0000	PROMOTED	NO	10/29/10	
SWEENEY THOMAS P 7026G	\$189786.0000	RETIRED	NO	12/31/09	
TAYLOR CHRISHA G 10147	\$42594.0000	PROMOTED	NO	10/29/10	
THORNTON JOHN P 70210	\$76488.0000	RETIRED	NO	11/12/10	
TOWNES WENDY E 10147	\$42594.0000	PROMOTED	NO	10/29/10	
ULMER-JOHNSON RHONDA L 10147	\$42594.0000	PROMOTED	NO	10/29/10	
VELEZ CARMEN Y 10147	\$42594.0000	PROMOTED	NO	10/29/10	
VESPA ANTHONY C 70210	\$76488.0000	RETIRED	NO	11/18/10	
WALSH ROBERT J 7021A	\$83921.0000	RETIRED	NO	11/09/10	
WALTERS NADIA M 10147	\$42594.0000	PROMOTED	NO	10/29/10	
WHITE MARGARET R 10147	\$42594.0000	PROMOTED	NO	10/29/10	
WHITE VALERIE 10147	\$42594.0000	PROMOTED	NO	10/29/10	
WILLIAMS SAUTI M 10147	\$42594.0000	PROMOTED	NO	10/29/10	
WILLIAMS SHEREE 10147	\$42594.0000	PROMOTED	NO	10/29/10	
WINSHIP VALERIE E 10147	\$42594.0000	PROMOTED	NO	10/29/10	
WINTFELD MICHAEL D 10147	\$42594.0000	PROMOTED	NO	10/29/10	
WONG HOICHING 10147	\$42594.0000	PROMOTED	NO	10/29/10	
ZHOU QI HONG 10147	\$42594.0000	PROMOTED	NO	10/29/10	

FIRE DEPARTMENT
FOR PERIOD ENDING 11/26/10

NAME	NUM	SALARY	ACTION	PROV	EFF DATE
ACERNO BRIAN L 70360	\$81120.0000	PROMOTED	NO	11/06/10	
AMBERY KEVIN H 70360	\$81120.0000	PROMOTED	NO	11/06/10	
ARCURI JOSEPH 70360	\$81120.0000	PROMOTED	NO	11/06/10	
BONFIGLIO GENNARO W 70370	\$113164.0000	PROMOTED	NO	11/06/10	
CAINE SEAN K 70360	\$81120.0000	PROMOTED	NO	11/06/10	
CAMPBELL GEORGE J 70370	\$113164.0000	PROMOTED	NO	11/06/10	
CARINO FRANK P 70365	\$99001.0000	PROMOTED	NO	11/06/10	
CHASE STEPHEN J 70360	\$98072.0000	RETIRED	NO	11/07/10	
CICERO JOSEPH A 70310	\$76488.0000	RETIRED	NO	11/16/10	
COLEMAN DANIEL P 70360	\$81120.0000	PROMOTED	NO	11/06/10	
CONNOLLY MICHAEL G 70360	\$98072.0000	RETIRED	NO	11/15/10	
CONROY THEODORE J 70360	\$81120.0000	PROMOTED	NO	11/06/10	
CORIO JOHN J 91763	\$363.2000	INCREASE	YES	11/07/10	
CORREA STEVEN J 53053	\$48153.0000	RESIGNED	NO	11/01/10	
DIMARTINO DANIEL E 70370	\$113164.0000	PROMOTED	NO	11/06/10	
DOLAN THOMAS C 70370	\$113164.0000	PROMOTED	NO	11/06/10	
DORCEMUS DURONEL 53053	\$34341.0000	RESIGNED	NO	11/09/10	
DUFF JAMES P 70365	\$99001.0000	PROMOTED	NO	11/06/10	
DUFFY BRIAN A 70370	\$113164.0000	PROMOTED	NO	11/06/10	
FORLENZA THEODORE J 70365	\$99001.0000	PROMOTED	NO	11/06/10	
FRACCALVIERI GREGORY J 70360	\$81120.0000	PROMOTED	NO	11/06/10	
GILLMAN WILLIAM J 70310	\$76488.0000	RETIRED	NO	10/28/10	
GOMOKA BRIAN P 70360	\$81120.0000	PROMOTED	NO	11/06/10	
GONZALEZ DAVID A 70360	\$81120.0000	PROMOTED	NO	11/06/10	
HOCKSTEIN EDWIN R 53054	\$59698.0000	RETIRED	NO	07/28/10	
HOURIGAN SEAN J 70360	\$81120.0000	PROMOTED	NO	11/06/10	
HUBER THOMAS J 70360	\$81120.0000	PROMOTED	NO	11/06/10	
HUNT GERALD M 70360	\$81120.0000	PROMOTED	NO	11/06/10	
HUNTER PETER R 53053	\$31931.0000	RESIGNED	YES	11/08/10	
JACOBS MATTHEW A 70360	\$81120.0000	PROMOTED	NO	11/06/10	
KELLY THOMAS J 70365	\$99001.0000	PROMOTED	NO	11/06/10	
KIVLAN JAMES M 70360	\$81120.0000	PROMOTED	NO	11/06/10	
KOLYER GLENN C 53054	\$55255.0000	RESIGNED	NO	11/11/10	
LACLAIR CHARLES 70360	\$98072.0000	RETIRED	NO	11/14/10	
LEVEROCK JOHN P 70360	\$81120.0000	PROMOTED	NO	11/06/10	
LOWERY TARSHA S 71010	\$34783.0000	RESIGNED	NO	10/27/10	
MCHUGH JOSEPH O 70370	\$113164.0000	PROMOTED	NO	11/06/10	
MINKOW ADAM S 53054	\$49403.0000	PROMOTED	NO	12/21/09	
MITCHELL NATHANIE V 53054	\$49309.0000	INCREASE	YES	10/17/10	
MULVIHILL MICHAEL J 70360	\$81120.0000	PROMOTED	NO	11/06/10	
MUNLEY MARK F 70310	\$76488.0000	RETIRED	NO	11/12/10	
MURPHY SEAN M 70365	\$99001.0000	PROMOTED	NO	11/06/10	
MURPHY WILLIAM G 70365	\$99001.0000	PROMOTED	NO	11/06/10	
NOGUE JOSE B 70310	\$76488.0000	RETIRED	NO	11/12/10	
NOON MICHAEL E 70360	\$81120.0000	PROMOTED	NO	11/06/10	
OLSEN PAUL A 70360	\$81120.0000	PROMOTED	NO	11/06/10	
PACE DAVID R 70360	\$81120.0000	PROMOTED	NO	11/06/10	
PALACIO JORGE E 70370	\$113164.0000	PROMOTED	NO	11/06/10	
PASCASCIO AISHA J 53053	\$39764.0000	RESIGNED	NO	11/20/10	
POOLE JR HARRY H 70365	\$99001.0000	PROMOTED	NO	11/06/10	
QUEALY JOHN B 70360	\$98072.0000	RETIRED	NO	11/09/10	
QUINN TERENCE K 70310	\$76488.0000	RETIRED	NO	11/17/10	
RASMUSSEN ERIC J 70360	\$81120.0000	PROMOTED	NO	11/06/10	
REGAN RUSSELL 70370	\$113164.0000	PROMOTED	NO	11/06/10	
ROBERTS EARL H 53054	\$49309.0000	INCREASE	YES	03/07/10	
ROURKE KEVIN M 70360	\$81120.0000	PROMOTED	NO	11/06/10	
SALADIS EUGENE M 70360	\$81120.0000	PROMOTED	NO	11/06/10	
SCARFONE STEVEN 70360	\$81120.0000	PROMOTED	NO	11/06/10	
SCHMIDT GREG J 70360	\$81120.0000	PROMOTED	NO	11/06/10	
SCHWEIGER DANIEL P 70360	\$81120.0000	PROMOTED	NO	11/06/10	
SIEDENBURG NICHOLAS R 70365	\$99001.0000	PROMOTED	NO	11/06/10	
SMITH JEFFREY R 70360	\$81120.0000	PROMOTED	NO	11/06/10	
SOLIS JOSE O 53054	\$43690.0000	INCREASE	YES	10/17/10	
SPILLANE JOHN W 70370	\$113164.0000	PROMOTED	NO	11/06/10	
TAYLOR ADAM W 70360	\$81120.0000	PROMOTED	NO	11/06/10	

NAME	NUM	SALARY	ACTION	PROV	EFF DATE
TIEGEN ROBERT B 53053	\$48153.0000	APPOINTED	NO	10/17/10	
TINEBRA ROCCO 92575	\$102263.0000	RETIRED	NO	11/16/10	
WAGNER CHRISTOP 70365	\$99001.0000	PROMOTED	NO	11/06/10	
WATSON JR. THOMAS W 70360	\$81120.0000	PROMOTED	NO	11/06/10	
WATT EDWARD F 70370	\$113164.0000	PROMOTED	NO	11/06/10	
WHITE JOHN M 70360	\$81120.0000	PROMOTED	NO	11/06/10	
WINKLER KENNETH B 70365	\$99001.0000	PROMOTED	NO	11/06/10	
WODZINSKI ADAM J 70360	\$81120.0000	PROMOTED	NO	11/06/10	
ZINNEL CHRIS 53054	\$59658.0000	INCREASE	YES	02/26/10	

ADMIN FOR CHILDREN'S SVCS
FOR PERIOD ENDING 11/26/10

NAME	NUM	SALARY	ACTION	PROV	EFF DATE
ADAMS JANICE J 56058	\$52457.0000	INCREASE	YES	10/05/10	
AKINKUNMI OLUWOLE 52367	\$56821.0000	PROMOTED	NO	09/26/10	
BONNEANNEE SABRINA 30087	\$60074.0000	INCREASE	YES	10/31/10	
BRATTON CHAVELA R 52366	\$49561.0000	RESIGNED	NO	11/10/10	
BRYAN DOLORES 52366	\$53129.0000	RETIRED	NO	11/19/10	
BURNS STEPHANI T 52366	\$49561.0000	RESIGNED	NO	11/07/10	
ESCOTO MAURICIO E 52366	\$49561.0000	RESIGNED	NO	10/31/10	
FLORES TERESITA M 52369	\$46937.0000	DECREASED	NO	11/14/10	
GREENE DORETTE 52366	\$49561.0000	RESIGNED	NO	11/18/10	
GRIFFIN WONDERFU N 52366	\$49561.0000	RESIGNED	NO	11/07/10	
INFANTES JOANNE C 52366	\$49561.0000	RESIGNED	NO	11/14/10	
MANTZ SHERRY A 70810	\$42332.0000	RESIGNED	NO	09/01/10	
MASON EBONI 52366	\$49561.0000	RESIGNED	NO	11/20/10	
MCLEAN VALERIE N 52366	\$49561.0000	RESIGNED	NO	11/13/10	
MILLER MONICA L 30087	\$77015.0000	RESIGNED	YES	11/17/10	
PACHECO LESLIE A 52366	\$49561.0000	RESIGNED	NO	11/04/10	
PRINCE LISA J 52367	\$72837.0000	RESIGNED	NO	11/17/10	
ROJAS ALICIA E 52366	\$49561.0000	RESIGNED	NO	11/05/10	
RUSSELL LATOYA E 52366	\$49561.0000	RESIGNED	NO	11/13/10	
SCOTT JOYCE 52366	\$49561.0000	RESIGNED	NO	11/13/10	
SHAW KIMBERLY M 52367	\$56821.0000	RESIGNED	YES	11/10/10	
SHAW KIMBERLY M 52366	\$49561.0000	RESIGNED	NO	11/10/10	
SHAW SAMANTHA E 30087	\$53181.0000	INCREASE	YES	10/24/10	
TERRY RARSHA M 52366	\$39272.0000	RESIGNED	YES	05/01/05	
THOMAS IBUKUNOL K 52366	\$42797.0000	RESIGNED	NO	11/07/10	

HRA/DEPT OF SOCIAL SERVICES
FOR PERIOD ENDING 11/26/10

NAME	NUM	SALARY	ACTION	PROV	EFF DATE
ACOSTA RICHARD 90723	\$173.8400	DISMISSED	YES	11/08/10	
ALRAIMOUNY LYN 10026	\$125547.0000	INCREASE	NO	11/07/10	
ANDRIYSHENA OLENA 10104	\$36061.0000	RESIGNED	NO	10/24/10	
ANZA VIOLET A 10251	\$32111.0000	RETIRED	NO	11/20/10	
BARBER MALISHA 10124	\$56911.0000	INCREASE	NO	11/07/10	
BERLIN VALENTIN 52312	\$58307.0000	INCREASE	YES	11/07/10	
BERYOZKINA VERA 52304	\$40324.0000	RETIRED	NO	11/20/10	
BOHM ARTHUR 10001	\$102005.0000	RETIRED	YES	05/30/10	
BOHM ARTHUR 4051					

READER'S GUIDE

The City Record (CR) is, published each business day and includes notices of proposed New York City procurement actions, contract awards, and other procurement-related information. Solicitation notices for most procurements valued at or above \$100,000 for information technology and for construction and construction related services, above \$50,000 for other services, and above \$25,000 for other goods are published for at least one day. Other types of procurements, such as sole source, require notice in the City Record for five consecutive days. Unless otherwise specified, the agencies and offices listed are open for business Mondays thru Fridays from 9:00 A.M. to 5:00 P.M. except legal holidays.

NOTICE TO ALL NEW YORK CITY CONTRACTORS

The New York State Constitution ensures that all laborers, workers or mechanics employed by a contractor or subcontractor doing public work are to be paid the same wage rate that prevails in the trade where the public work is being done. Additionally, New York State Labor Law §§ 220 and 230 provide that a contractor or subcontractor doing public work in construction or building service must pay its employees no less than the prevailing wage. Section 6-109 (the Living Wage Law) of the New York City Administrative Code also provides for a "living wage", as well as prevailing wage, to be paid to workers employed by City contractors in certain occupations. The Comptroller of the City of New York is mandated to enforce prevailing wage. Contact the NYC Comptrollers Office at www.comptroller.nyc.gov, click on Labor Law Schedules to view rates.

New York City's "Burma Law" (Local Law No. 33 of 1997) No Longer to be Enforced. In light of the United States Supreme Court's decision in **Crosby v. National Foreign Trade Council**, 530 U.S. 363 (2000), the City has determined that New York City's Local Law No. 33 of 1997 (codified in Administrative Code Section 6-115 and Charter Section 1524), which restricts City business with banks and companies doing business in Burma, is unconstitutional. This is to advise, therefore, that the language relating to Burma contained in existing New York City contracts may not be enforced.

CONSTRUCTION/CONSTRUCTION SERVICES OR CONSTRUCTION RELATED SERVICES

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.

VENDOR ENROLLMENT APPLICATION

New York City procures approximately \$7 billion worth of goods, services, construction and construction-related services every year. The NYC Procurement Policy Board Rules require that agencies primarily solicit from established mailing lists called bidder/proposer lists. To register for these lists-free of charge-, prospective suppliers should fill out and submit the NYC-FMS Vendor Enrollment application.

- Online at <http://nyc.gov/selltonyc>

- To request a hardcopy application, call the Vendor Enrollment Center at (212) 857-1680.

Attention Existing Suppliers:

Even if you already do business with NYC agencies, be sure to fill out an application. We are switching over to citywide, centralized Bidders Lists instead of the agency-specific lists previously used to issue notices about upcoming contract opportunities. To continue receiving notices of New York City contract opportunities, you must fill out and submit a NYC-FMS Vendor Enrollment application.

If you are uncertain whether you have already submitted an application, call us at (212) 857-1680.

SELLING TO GOVERNMENT TRAINING WORKSHOP

New and experienced vendors are encouraged to register for a free training course on how to do business with New York City. "Selling to Government" workshops are conducted by the Department of Small Business Services, 110 William Street, New York, NY 10038. Morning and afternoon sessions are convened on the first Tuesday of each month. For more information, and to register, call (212) 618-8845.

PRE-QUALIFIED LIST

New York City procurement policy permits agencies to develop and solicit from pre-qualified lists of vendors, under prescribed circumstance. When it is decided by an agency to develop a pre-qualified list, criteria for pre-qualification must be clearly explained in the solicitation and notice of the opportunity to pre-qualify for that solicitation must be published in at least five issues of the CR.

Information and qualification questionnaires for inclusion on such list may be obtained directly from the Agency Chief Contracting Officer at each agency, (see Vendor Information Manual). A completed qualification Questionnaire may be submitted to the Chief Contracting Officer at any time, unless otherwise indicated and action (approval or denial) shall be taken by the agency within 90 days from the date of submission. Any denial or revocation of pre-qualified status can be appealed to the Office of Administrative Trials and Hearings, (OATH), Section 3-11 of the Procurement Policy Board Rules describes the criteria for the general use of pre-qualified lists.

NON-MAYORAL ENTITIES

The following agencies are not subject to Procurement Policy Board rules and do not follow all of the above procedures: City University, Department of Education, Metropolitan Transportation Authority, Health & Hospitals Corporation, Housing Authority. Suppliers interested in applying for inclusion on bidders list should contact these entities directly (see Vendor Information Manual) at the addresses given.

PUBLIC ACCESS CENTER

The Public Access Center is available to suppliers and the public as a central source for supplier-related information through on-line computer access. The Center is located at 253 Broadway, 9th floor, in lower Manhattan, and is open Monday through Friday from 10:00 A.M to 3:00 P.M. For information, contact the Mayor's Office of Contract Services at (212) 788-0010.

ATTENTION: NEW YORK CITY MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

Join the growing number of Minority and Women Owned Business Enterprises (M/WBEs) that are competing for New York City's business. In order to become certified for the program, your company must substantiate that it: (1) is at least fifty-one percent (51%) owned, operated and controlled by a minority or woman and (2) is either located in New York City or has a significant tie to New York City's business community. To obtain a copy of the certification application and to learn more about the program, contact the New York City Department of Small Business Services, 110 William Street, 2nd Floor, New York, New York 10038 (212) 513-6311.

PROMPT PAYMENT

It is the policy of the City of New York to pay its bills promptly. The Procurement Policy Board Rules generally require that the City pay its bills within 30 days after the receipt of a proper invoice. The City now pays interest on all late invoices. The grace period that formerly existed was eliminated on July 1, 2000. However, there are certain types of payments that are not eligible for interest. These are listed in Section 4-06 of the Procurement Policy Board Rules. The Comptroller and OMB determine the interest rate on late payments twice a year, in January and in July.

PROCUREMENT POLICY BOARD RULES

The Rules may also be accessed on the City Website, <http://nyc.gov/selltonyc>

COMMON ABBREVIATIONS USED IN THE CR

The CR contains many abbreviations. Listed below are simple explanations of some of the most common ones appearing in the CR:

- AB Acceptable Brands List
- AC Accelerated Procurement
- AMT Amount of Contract
- BL Bidders List
- CSB Competitive Sealed Bidding (including multi-step)
- CB/PQ CB from Pre-qualified Vendor List
- CP Competitive Sealed Proposal (including multi-step)
- CP/PQ CP from Pre-qualified Vendor List
- CR The City Record newspaper
- DA Date bid/proposal documents available
- DUE Bid/Proposal due date; bid opening date
- EM Emergency Procurement
- IG Intergovernmental Purchasing
- LBE Locally Based Business Enterprise
- M/WBE Minority/Women's Business Enterprise
- NA Negotiated Acquisition
- NOTICE....Date Intent to Negotiate Notice was published in CR
- OLB.....Award to Other Than Lowest Responsible & Responsive Bidder/Proposer
- PIN.....Procurement Identification Number
- PPB Procurement Policy Board
- PQ Pre-qualified Vendors List
- RS.....Source required by state/federal law or grant
- SCE.....Service Contract Short-Term Extension
- DP Demonstration Project
- SS Sole Source Procurement
- ST/FED.....Subject to State &/or Federal requirements

KEY TO METHODS OF SOURCE SELECTION

The Procurement Policy Board (PPB) of the City of New York has by rule defined the appropriate methods of source selection for City procurement and reasons justifying their use. The CR procurement notices of many agencies include an abbreviated reference to the source selection method utilized. The following is a list of those methods and the abbreviations used:

- CSB **Competitive Sealed Bidding** (including multi-step)
Special Case Solicitations / Summary of Circumstances:
- CP **Competitive Sealed Proposal** (including multi-step)
- CP/1 Specifications not sufficiently definite
- CP/2 Judgement required in best interest of City
- CP/3 Testing required to evaluate
- CB/PQ/4
- CP/PQ/4 **CB or CP from Pre-qualified Vendor List/** Advance qualification screening needed
- DP Demonstration Project
- SS **Sole Source Procurement/**only one source
- RS.....Procurement from a Required Source/ST/FED
- NA.....Negotiated Acquisition
For ongoing construction project only:
- NA/8 Compelling programmatic needs

- NA/9New contractor needed for changed/additional work
- NA/10.....Change in scope, essential to solicit one or limited number of contractors
- NA/11.....Immediate successor contractor required due to termination/default
For Legal services only:
- NA/12.....Specialized legal devices needed; CP not advantageous
- WA **Solicitation Based on Waiver/Summary of Circumstances** (Client Services/BSB or CP only)
- WA1Prevent loss of sudden outside funding
- WA2Existing contractor unavailable/immediate need
- WA3Unsuccessful efforts to contract/need continues
- IG **Intergovernmental Purchasing** (award only)
- IG/F.....Federal
- IG/S.....State
- IG/OOther
- EM **Emergency Procurement** (award only) An unforeseen danger to:
- EM/A.....Life
- EM/B.....Safety
- EM/C.....Property
- EM/D.....A necessary service
- AC **Accelerated Procurement/**markets with significant short-term price fluctuations
- SCE..... **Service Contract Extension/**insufficient time; necessary service; fair price
Award to Other Than Lowest Responsible & Responsive Bidder or Proposer / Reason (award only)
- OLB/a.....anti-apartheid preference
- OLB/b.....local vendor preference
- OLB/crecycled preference
- OLB/d.....other: (specify)

HOW TO READ CR PROCUREMENT NOTICES

Procurement Notices in the CR are arranged by alphabetically listed Agencies, and within Agency, by Division if any. The notices for each Agency (or Division) are further divided into three subsections: Solicitations, Awards; and Lists & Miscellaneous notices. Each of these subsections separately lists notices pertaining to Goods, Services, or Construction.

Notices of Public Hearings on Contract Awards appear at the end of the Procurement Section. At the end of each Agency (or Division) listing is a paragraph giving the specific address to contact to secure, examine and/or to submit bid or proposal documents, forms, plans, specifications, and other information, as well as where bids will be publicly opened and read. This address should be used for the purpose specified UNLESS a different one is given in the individual notice. In that event, the directions in the individual notice should be followed. The following is a SAMPLE notice and an explanation of the notice format used by the CR.

SAMPLE NOTICE:

POLICE

DEPARTMENT OF YOUTH SERVICES

■ SOLICITATIONS

Services (Other Than Human Services)

BUS SERVICES FOR CITY YOUTH PROGRAM – Competitive Sealed Bids – PIN# 056020000293 – DUE 04-21-03 AT 11:00 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.
NYPD, Contract Administration Unit, 51 Chambers Street, Room 310, New York, NY 10007. Manuel Cruz (646) 610-5225.

☛ m27-30

ITEM	EXPLANATION
POLICE DEPARTMENT	Name of contracting agency
DEPARTMENT OF YOUTH SERVICES	Name of contracting division
■ SOLICITATIONS	Type of Procurement action
<i>Services (Other Than Human Services)</i>	Category of procurement
BUS SERVICES FOR CITY YOUTH PROGRAM	Short Title
CSB	Method of source selection
PIN # 056020000293	Procurement identification number
DUE 04-21-03 AT 11:00 am	Bid submission due 4-21-03 by 11:00 am; bid opening date/time is the same.
<i>Use the following address unless otherwise specified in notice, to secure, examine-submit bid/proposal documents; etc.</i>	Paragraph at the end of Agency Division listing giving contact information, or submit bid/information and Agency Contact address
	NYPD, Contract Administration Unit 51 Chambers Street, Room 310 New York, NY 10007. Manuel Cruz (646) 610-5225.
☛	Indicates New Ad
m27-30	Date that notice appears in City Record

NUMBERED NOTES

Numbered Notes are Footnotes. If a Numbered Note is referenced in a notice, the note so referenced must be read as part of the notice. **1.** All bid deposits must be by company certified check or money order made payable to Agency or Company.