

CD 10-ULURP APPLICATION NO: C 060288 ZMX-IN THE MATTER OF AN application submitted by City Island Estates, LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 4d, by changing from an M1-1 District to an R3A District property bounded by Fordham Street, the shoreline of Long Island Sound, the northeasterly prolongation of a line 100 feet northwesterly of Caroll Street (straight line portion), and Fordham Place, Borough of the Bronx, Community District 10, as shown on a diagram (for illustrative purposes only) dated May 4, 2009, and subject to the conditions of CEQR Declaration E-237.

CD-10-ULURP APPLICATION NO: C 060289 ZMX-IN THE MATTER OF AN application submitted by City Island Estates, LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 112-107 to modify the height and setback regulations of Sections 112-103 (Special height and setback regulations) and Section 23-631 (Maximum Height of Walls Required Setbacks) to facilitate a 43-unit residential development on property located at 226 Fordham Place (Block 5643, Lot 235), in an R3A* District, within the Special City Island District (Area A), Borough of the Bronx, Community District 10.

* Note: The site is proposed to be rezoned from M1-1 to an R3A District under a related application (C 060288 ZMX)

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

jy7-13

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, July 16, 2009** 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.

CD13 - BSA #826-86 BZ IN THE MATTER of an application submitted by Eric Palatnik, P.C. on behalf of North Shore Tower Apartment, Inc. pursuant to Section 73-11 of the NYC Zoning Resolution, to waive the Rules of Practice and Procedure; to extend the time to obtain a Certificate of Occupancy; to extend the term of the special permit which expired on March 28, 2008; to permit not more than seventy-five (75) non-accessory radio towers and transmitting equipment on the roof of an existing thirty-three (33) story building and to eliminate the condition that a new certificate of occupancy be obtained located at **269-10 Grand Central Parkway** in an R3-2 district, Block 8489, Lot 1, Zoning Map 11d, Floral Park, Borough of Queens.

CD13 - BSA #827-86 BZ IN THE MATTER of an application submitted by Eric Palatnik, P.C. on behalf of North Shore Tower Apartment, Inc. pursuant to Section 73-11 of the NYC Zoning Resolution, to waive the Rules of Practice and Procedure; to extend the time to obtain a Certificate of Occupancy; to extend the term of the special permit which expired on March 28, 2008; to permit not more than seventy-five (75) non-accessory radio towers and transmitting equipment on the roof of an existing thirty-three (33) story building and to eliminate the condition that a new certificate of occupancy be obtained located at **270-10 Grand Central Parkway** in an R3-2 district, Block 8489, Lot 1, Zoning Map 11d, Floral Park, Borough of Queens.

CD13 - BSA #828-86 BZ IN THE MATTER of an application submitted by Eric Palatnik, P.C. on behalf of North Shore Tower Apartment, Inc. pursuant to Section 73-11 of the NYC Zoning Resolution, to waive the Rules of Practice and Procedure; to extend the time to obtain a Certificate of Occupancy; to extend the term of the special permit which expired on March 28, 2008; to permit not more than seventy-five (75) non-accessory radio towers and transmitting equipment on the roof of an existing thirty-three (33) story building and to eliminate the condition that a new certificate of occupancy be obtained located at **271-10 Grand Central Parkway** in an R3-2 district, Block 8489, Lot 1, Zoning Map 11d, Floral Park, Borough of Queens.

CD07 - BSA #177-09 BZ IN THE MATTER of an application submitted by Raymond H. Levin Esq. on behalf of FTC Residential Company III, L.P. pursuant to Section 73-66 of the NYC Zoning Resolution, for a special permit for modification of height regulations applying to areas around major airports to allow the continued construction of a mixed-use development located at **40-22 College Point Boulevard/131-07 40th Road** in a C4-2 district, Block 5066, Lots 1 and 100, Zoning Map 10d, Flushing, Borough of Queens.

CD13 - ULURP #030129 ZMQ IN THE MATTER of an application submitted by Joseph P. Morsellino, Esq. on behalf of MCM Realty Associates, LLC. pursuant to Section 197-c of the NYC Charter, for an amendment to the Zoning Map from R3-2 to R6A, **an area bounded by the prolongation of the centerline of 72nd Avenue on the west, a line 500 feet south of and parallel to the Grand Central Parkway South Service Road to the south, the prolongation of the centerline of 247th Street to the east and Grand Central Parkway to the north**, Block 8401, Lots 550, 600, part of 620 and part of 1, Zoning Map 11d, Glen Oaks, Borough of Queens.

CD13 - ULURP #C060419 ZMQ IN THE MATTER of an application submitted by Rothkrug, Rothkrug & Spector LLP on behalf of Parkway Properties LLC, pursuant to Section 197-c of New York City Charter, for an amendment to the Zoning Map by establishing a C1-3 commercial overlay within an existing R3-1 district, bounded by South Conduit Avenue, Lansing Avenue, a line perpendicular to the southwesterly street line of Lansing Avenue, distant 75 feet southeasterly from the point of intersection of the southerly street line of South Conduit Avenue and the southwesterly street line of Lansing Avenue, and a line 100 feet northeasterly of Edgewood Avenue, Block 13513 Lot 58, Zoning Map 19b, Brookville, Borough of Queens.

CD07 - ULURP #090403 PSQ IN THE MATTER of an application submitted by the New York City Police Department and Department of Citywide Administrative Services, pursuant to Section 197-c of New York City Charter, for site selection to facilitate the development of a

modern academic complex to be operated by the NYPD which would consolidate facilities for recruits, civilians and active police officers that are currently spread across the City located at 28-11 28th Avenue, in M1-1 and M3-1 districts, Block 4301, part of Lot 1; Block 4321 Lot 48; Block 4323, Lot 1; Block 4325, Lot 1; Block 4326, Lot 1; Block 4327, part of Lot 1; Block 4328 part of Lot 1; Block 4329, Lots 1, 7, 10, 75; Block 4359, part of Lot 1; Block 4358, part of Lot 1; Block 4357, part of Lot 1; Block 4356, part of Lot 30; and Block 4354, Lot 50, Zoning Map 10a, College Point, Borough of Queens.

CD07 - ULURP #090470 PPQ IN THE MATTER of an application submitted by the New York City Department of Citywide Administrative Service, pursuant to Section 197-c of New York City Charter, for the disposition of a City-owned property in the College Point Corporate Park, in an M1-1 district, Block 4208 part of Lot 1, Zoning Map 10a, College Point, Borough of Queens.

jy10-16

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, July 22, 2009, commencing at 10:00 A.M.

BOROUGH OF THE BRONX

No. 1

FIVE STAR DAY CARE CENTER

CD 3 C 090324 PQX IN THE MATTER OF an application submitted by the Administration For Children's Services and the Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City Charter, for the acquisition of property located at 3261 Third Avenue (Block 2368, Lot 39) for continued use as a child care center.

BOROUGH OF BROOKLYN

No. 2

640 BROADWAY

CD 1 C 090379 HAK IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD):

- 1) pursuant to Article 16 of the General Municipal Law of New York State for:
 - a) the designation of property located at 640 Broadway (Block 2270, Lots 10), site 6 within the Broadway Triangle Urban Renewal Area, as an Urban Development Action Area; and
 - b) an Urban Development Action Area Project for such area; and
- 2) pursuant to Section 197-c of the New York City Charter for the disposition of such property to a developer to be selected by HPD;

to facilitate the development of a five-story mixed-use building, tentatively known as 640 Broadway, with approximately 9 residential units and commercial space to be developed under the Department of Housing Preservation and Development's Participation Loan Program.

**Nos. 3, 4 & 5
NAVY GREEN
No. 3**

CD 2 C 090444 ZMK IN THE MATTER OF an application submitted by the New York City 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, Section No. 12d:

1. changing from an M1-2 District to an R8 District property bounded by Flushing Avenue, Vanderbilt Avenue, a line perpendicular to the westerly street line of Vanderbilt Avenue distant 85 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Vanderbilt Avenue and northerly street line of Park Avenue, and Clermont Avenue; and
2. establishing within the proposed R8 District a C2-4 District bounded by Flushing Avenue, Vanderbilt Avenue, a line perpendicular to the westerly street line of Vanderbilt Avenue distant 85 feet northerly (as measured along the street line) from the point of intersection of the westerly street line of Vanderbilt Avenue and northerly street line of Park Avenue, and Clermont Avenue;

as shown a diagram (for illustrative purposes only) dated June 1, 2009.

No. 4

CD 2 C 090445 ZSK IN THE MATTER OF an application submitted by the New York City Department of Housing Preservation and Development pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 73-312(d) of the Zoning Resolution to modify the height and setback requirements of Section 23-632 (Front Setbacks in districts where front yards are not required) to facilitate the construction of a mixed-use development on property located at 136-50 Flushing Avenue (Block 2033, Lot 1), in an R8/C2-4 District*, within a Large-Scale Residential Development.

*Note: The site is proposed to be rezoned from an M1-2 District to an R8/C2-4 District under a concurrent related application (C 090444 ZMK).

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.

No. 5

CD 2 C 090446 HAK IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD):

- 1) pursuant to Article 16 of the General Municipal Law of New York State for:
 - a) the designation of property located at 136-50 Flushing Avenue (Block 2033, Lot

1), as an Urban Development Action Area; and

b) an Urban Development Action Area Project for such area; and

2) pursuant to Section 197-c of the New York City Charter for the disposition of such property to a developer to be selected by HPD;

to facilitate the development of a mixed-use development, tentatively known as Navy Green, with approximately 455 residential units, commercial and community facility space.

**Nos. 6, 7 & 8
470 VANDERBILT AVENUE
No. 6**

CD 2 C 090441 ZMK IN THE MATTER OF an application submitted by Atara Vanderbilt, LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 16c:

1. eliminating from an existing R6 District a C2-3 District bounded by Fulton Street, Vanderbilt Avenue, and a line 100 feet southeasterly of Fulton Street, and Clermont Avenue;
2. changing from an R6 District to a C6-3A District property bounded by Fulton Street, Vanderbilt Avenue, a line 100 feet southeasterly of Fulton Street, and Clermont Avenue; and
3. changing from an M1-1 District to a C6-3A District property bounded by a line 100 feet southeasterly of Fulton Street, Vanderbilt Avenue, Atlantic Avenue, and Clermont Avenue;

as shown on a diagram (for illustrative purposes only) dated June 1, 2009.

No. 7

CD2 N 090442 ZRK IN THE MATTER OF an application submitted by the Atara Vanderbilt, LLC pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, **concerning Article II, Chapter 3 (Bulk regulations for Residential Buildings in Residence Districts), relating to the application of the Inclusionary Housing Program to R9A districts in Community District 2, Borough of Brooklyn.**

Matter in underline is new, to be added; Matter in ~~strikeout~~ is to be deleted; Matter with # # is defined in Section 12-10; * * * indicates where unchanged text appears in the Zoning Resolution

* * *
23-144
In designated areas where the Inclusionary Housing Program is applicable

In #Inclusionary Housing designated areas#, as listed in the following table, the maximum permitted #floor area ratios# shall be as set forth in Section 23-942 (In Inclusionary Housing designated areas). The locations of such districts are specified in Section 23-922 (Inclusionary Housing designated areas).

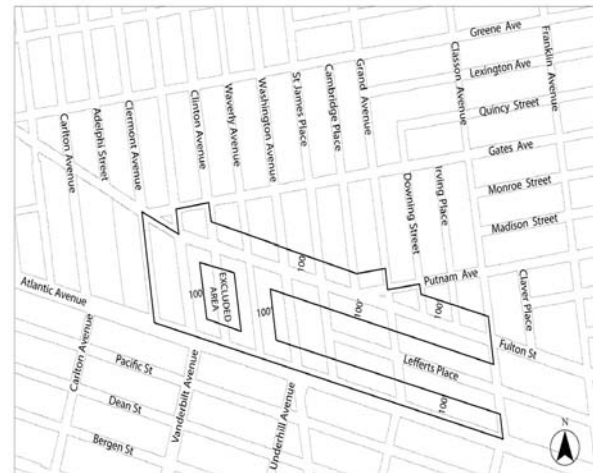
Community District	Zoning District
Community District 1, Brooklyn	R6 R6A R6B R7A
Community District 2, Brooklyn	R7A <u>R9A</u>
Community District 3, Brooklyn	R7D
Community District 6, Brooklyn	R7-2
Community District 7, Brooklyn	R8A
Community District 3, Manhattan	R7A R8A R9A
Community District 6, Manhattan	R10
Community District 7, Manhattan	R9A
Community District 2, Queens	R7X

* * *
23-922
Inclusionary housing designated areas

The Inclusionary Housing Program shall apply in the following areas:

* * *
(e) In Community District 2, in the Borough of Brooklyn, in the R7A and R9A Districts within the areas shown on the following Maps 7, 8 and 9:

* * *
Map 8
Portion of Community District 2, Brooklyn



Map 9
Portion of Community District 2, Brooklyn
(Revised Map - Applicable Inclusionary housing area expanded)

* * *
No. 8
CD 2 C 090443 ZSK IN THE MATTER OF an application submitted by Atara Vanderbilt, LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-743(a) of the Zoning Resolution to modify the requirements of Section 23-145 (For residential buildings developed or enlarged pursuant to the Quality Housing Program), Section 23-852 (Inner court recess), and Section 35-24 (Special Street Wall Location and Height and Setback Regulations in Certain Districts) to facilitate a mixed use development on property located at 470 Vanderbilt Avenue (Block 2009, Lots 1, 19, 20, 23, 26, 31-44), in a C6-3A*

COURT NOTICE

SUPREME COURT

■ NOTICE

**RICHMOND COUNTY
IA PART 74
NOTICE OF ACQUISITION
INDEX NUMBER (CY) 4009/09**

In the Matter of the Application of THE CITY OF NEW YORK relative to acquiring title in fee simple where not heretofore acquired for the same purpose for **OAKWOOD BEACH BLUEBELT - STAGE 1** Generally bounded by Fairbanks Avenue and Dugdale Street to the North; Riga Street to the East; Emmet Avenue to the South; and Grayson Street to the West; in the County of Richmond, City and State of New York.

PLEASE TAKE NOTICE, that by order of the Supreme Court of the State of New York, County of Richmond, IA Part 74 (Hon. Abraham G. Gerges, J.S.C.), duly entered in the office of the Clerk of the County of Richmond on June 25, 2009, the application of the City of New York to acquire certain real property, for **OAKWOOD BEACH BLUEBELT - STAGE 1**, was granted and the City was thereby authorized to file an acquisition map with the Clerk of Richmond County. Said map, showing the property acquired by the City, was filed with the Clerk of Richmond County on June 25, 2009. Title to the real property vested in the City of New York on June 25, 2009.

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

Damage Parcel	Block	Lot
3	4728	2
4	4740	15
5	4740	16
6	4740	14
7	4740	13
8	4740	11
9	4740	9
10	4740	7
11	4736	15
12	4736	12
13	4740	1
12	4736	1
15	4736	6
18	4740	21
19	4740	24
20	4740	33
21	4737	18
22	4737	14
23	4737	13
24	4737	1
25	4737	5
26	4737	7
27	4737	9
30	4740	35
31	4740	36
32	4740	37
33	4740	41
34	4740	43
35	4740	46
36	4738	3
37	4738	13
38	4738	1
41	4739	29
42	4739	20
43	4739	3
44	4739	1
45	4739	9
46	4692	21
47	4692	18
48	4692	28
49	4692	11
50	4692	33
51	4692	1

PLEASE TAKE FURTHER NOTICE, that pursuant to said Order and to §§503 and 504 of the Eminent Domain Procedure Law of the State of New York, each and every person interested in the real property acquired in the above-referenced proceeding and having any claim or demand on account thereof is hereby required, on or before June 25, 2010, (which is one (1) calendar year from the title vesting date), to file a written claim with the Clerk of the Court of Richmond County, and to serve within the same time a copy thereof on the Corporation Counsel of the City of New York, Tax and Bankruptcy Litigation Division, 100 Church Street, New York, New York 10007. Pursuant to EDPL §504, the claim shall include:

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

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

PLEASE TAKE FURTHER NOTICE, that, pursuant to §5-310 of the New York City Administrative Code, proof of title shall be submitted to the Corporation Counsel of the City of New York, Tax and Bankruptcy Litigation Division, 100 Church Street, New York, New York 10007 on or before June 25, 2011 (which is two (2) calendar years from the title vesting date).

Dated: July 1, 2009, New York, New York
MICHAEL A. CARDOZO
Corporation Counsel of the City of New York
100 Church Street
New York, New York 10007
Tel. (212) 788-0425

jy8-21

**BRONX COUNTY
IA PART 6
NOTICE OF MOTION
INDEX NUMBER 650/07**

In the Matter of Acquiring Fee Title, Permanent and Temporary Easements, and an Access Corridor Where not Heretofore Acquired for the **WILLIS AVENUE BRIDGE REPLACEMENT** in the area generally bounded by Bruckner Boulevard, Brown Place, the Bronx Kill, the Harlem River, and Lincoln Avenue in the Borough of Bronx, City and State of New York.

PLEASE TAKE NOTICE, that, upon the annexed affirmation of MARY SWARTZ and the exhibits annexed thereto, and upon all prior proceedings had herein, the City of New York ("City") will move in IA Part 6 of the Supreme Court of the State of New York, County of the Bronx, in Room 625 of the Courthouse located at 851 Grand Concourse, in the Borough of Bronx, City and State of New York on the 27th day of July, 2009, at 2:00 P.M. or as soon thereafter as counsel may be heard, for an Amended Vesting Order, issued pursuant to Sec. 5-331 of the New York City Administrative Code, superseding the Vesting Order filed March 20, 2007 and granting the City leave to file an Amended Acquisition and Damage Map to be deemed filed as of March 27, 2007, *nunc pro tunc*, in order to clarify the extent and scope of the permanent easements taken in this proceeding with respect to Bronx Tax block 2260 Lot 62.

PLEASE TAKE FURTHER NOTICE that, pursuant to CPLR Section 2214(b), any papers submitted in opposition to this motion, and any notice of cross-motion (and any papers in support of a cross-motion) must be served upon the undersigned at least seven (7) days before the return date of this motion.

Dated: June 22, 2009, New York, New York
MICHAEL A. CARDOZO
Corporation Counsel of the City of New York
100 Church Street, Rm. 5-203
New York, New York 10007
(212) 788-0715

By: _____
Mary Swartz
Assistant Corporation Counsel

TO: Harlem River Yard Ventures, Inc.
By: Goldstein, Goldstein, Rikon & Gottlieb, P.C.
ATTN: John Houghton, Esq.
80 Pine St. 32 floor
New York, New York 10005

Waste Management of New York, LLC (a/k/a USA
Waste Services of NYC, Inc.)
By: Harris Beach PLLC
ATTN: Phillip Spellane, Esq.
99 Garnsey Road, Pittsford, New York 14534

82 Willis LLC
By: Jaspán Schlesinger Hoffman LLP
ATTN: Andrew M. Mahony, Esq.
300 Garden City Plaza, Fifth Floor, Garden City,
New York 11530

Cons Rail Co. # Schenberg
P.O. Box 8499, Philadelphia, PA 19101-8499
Properties Hacker, LLC
P.O. Box 770-538, Woodside, NY 11377

Properties Hacker, LLC
c/o Moe Malik
84-11 Elmhurst Ave. Apt. 1F, Elmhurst, NY 11373

The People of the State of New York acting by and through
The New York State Department of Transportation
Building 5, State Office Campus
1220 Washington Avenue, Albany, NY 12232

New York City Industrial Development Agency
110 William Street, New York, NY 10038

United States Trust Company of New York, as
Trustee
114 West 47th Street, New York, NY 10036

Mary Caiola
5 Hale Place, Tappan, NY 10983

The Bank of New York, as Collateral Agent and
Custodian
101 Barclay Street, New York, NY 10286
Attn.: Corporate Trust Department

Bank of America, N.A.
1185 Avenue of the Americas, 16th fl.,
New York, NY 10036

Clear Channel Outdoor, Inc.
By: Davidoff Malito & Hutcher LLP
ATTN: Patrick J. Kilduff, Esq.
605 Third Avenue, 34th floor,
New York, New York 10158

SEE COURT NOTICE MAP ON BACK PAGES

j30-jy14

PROPERTY DISPOSITION

CITYWIDE ADMINISTRATIVE SERVICES

DIVISION OF MUNICIPAL SUPPLY SERVICES

■ AUCTION

PUBLIC AUCTION SALE NUMBER 01001 - B

NOTICE IS HEREBY GIVEN of a bi-weekly 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, JULY 22, 2009

(SALE NUMBER 01001-B). This auction is held every other Wednesday unless otherwise notified. 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 Web site, on the Friday prior to the sale date at:

http://www.nyc.gov/auctions

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

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

jy8-22

■ SALE BY SEALED BID

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

S.P.#: 09031 DUE: July 14, 2009

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

j30-jy14

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

■ AUCTION

PUBLIC AUCTION SALE NUMBER 1162

NOTICE IS HEREBY GIVEN of a ONE (1) day public auction of unclaimed salvage vehicles, motorcycles, automobiles, trucks, and vans. Inspection day is July 13, 2009 from 10:00 A.M. - 2:00 P.M.

Salvage vehicles, motorcycles, automobiles, trucks, and vans will be auctioned on July 14, 2009 at approximately 9:30 A.M.

Auction will be held at the Erie Basin Auto Pound, 700 Columbia Street (in Redhook area of B'klyn., 2 blocks from Halleck St.)

For information concerning the inspection and sale of these items, call the Property Clerk Division's Auction Unit information line (646) 610-4614.

j30-jy14

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."

salary in excess of the then maximum salary for the Deputy Chief Rank.

Section 8. Paychecks shall be distributed to the employee's unit by 6 p.m., but not before 3 p.m. on the Thursday preceding payday.

Upon request, the Department will route and deliver a covering Officer's paycheck to any designated unit within the assigned Division.

- Section 9. Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days after the 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. ... Section 9. Interest accrued under A. or B. above shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.00)

ARTICLE VI - OUT-OF-TITLE SPECIAL ASSIGNMENT TOURS Section 1. The Fire Department will use its best efforts to maintain an adequate number of Fire Officers (line) (as the term is defined in Article I, Section 1 of this Agreement) in each rank to minimize acting out-of-title tours. The Department will fill vacancies in the above ranks by promotions within sixty days unless the Department projects that the filling of these vacancies is not necessary as the Department has minimized acting out-of-title tours and that the conditions shall continue without the filling of these vacancies.

Section 2. The Department will attempt to eliminate or minimize acting out-of-title, while keeping special assignment officer tours to a minimum. The Department will make a monthly analysis of the number of acting out-of-title tours, and special assignment tours in the Fire Officer (line) ranks described in Section 1.

The Department will: (i) each month provide the union with data on acting out-of-title and special assignment for the preceding month; and (ii) meet every sixty (60) days with the Union to review the aforesaid data.

Section 3. Any grievance brought pursuant to this provision shall be initiated at the third step of the grievance procedure.

Section 4. Nothing contained in this Article shall amend, alter or impair any other provision in Article III or Article VII of this Agreement.

ARTICLE VII - TEMPORARY ASSIGNMENTS Section 1.

Whenever a Fire Officer (line) is assigned to the duties of a higher rank for more than two hours in any tour, that Officer shall be paid cash for the entire tour at the minimum rate of pay for the higher rank in which that Officer served, even though the Department may replace that officer at any time with the appropriate officer. In the case of a Battalion Chief assigned to the duties of a Deputy Chief pursuant to the preceding sentence, that Battalion Chief shall be paid at that rate of pay for the Deputy Chief rank which is next higher than the rate of pay such Battalion Chief receives in that Chief's Battalion Chief rank. The intent is that the Department shall have two hours to obtain a Fire Officer (line) qualified in the higher rank. If, however, the Fire Officer (line) is replacing a Fire Officer (line) who is attending an authorized meeting of a certified labor organization as a delegate, such Fire Officer (line) replacement shall be paid in cash straight time at the rate of pay for the higher rank only, for the actual number of hours so served. In none of the indicated cases is a Company Officer to be replaced, if missing, by a Firefighter.

Section 2. Post coverage is to be provided at all times for Company Officers permanently assigned on Departmental orders to a Fire Company. Any time that such a Lieutenant is absent at the outset of a tour that Lieutenant shall be replaced by another Lieutenant. Any time that such a Captain is absent at the onset of a tour that Captain shall be replaced by a Captain. Where a covering Lieutenant or Captain is not available to provide such post coverage, that post coverage shall be provided on an overtime basis to be paid in cash at time and one half. In none of the indicated cases is a Company Officer to be replaced, if missing, by a Firefighter or an acting officer.

Section 3. No temporary assignment to Fire Officer (line) above the rank of Lieutenant shall be made out-of-title except by a Fire Officer (line) of the next lower Civil Service rank.

Section 4. Whenever a Captain or Chief Officer is placed on leave after the start of a tour, and no special assignment officer of similar rank is available, the position shall be filled by the next lower rank and that member shall be compensated for the entire tour at the salary rate of the higher rank if assigned to the duties of the higher rank for more than two hours in any tour.

For a Captain Vacancy and no S.A. Captain is Available:

- (1) In a single house the senior Lieutenant on duty in the nearest double house within the same battalion or when not available, then from the nearest available double house, shall be detailed and designated the acting Captain of the unit wherein the original vacancy occurred. (2) In a double house the Lieutenant on duty in the unit housed in the same quarters shall be designated the acting Captain and detailed to the unit wherein the original vacancy occurred. That Lieutenant is to be replaced by a S.A. Lieutenant if available; and if not, the by an Acting Lieutenant selected from the quarters which provided the Acting Captain. (3) In a double house where both units have a Captain on duty the replacement for the vacancy of one of

the Captains shall be treated as in one (1) above.

The unit providing this Acting Captain shall then be staffed by a S.A. Lieutenant if available, and if not available, then by an Acting Lieutenant selected from the quarters which provided the Acting Captain.

When vacancies of this type occur at a scene of operations implementation of these procedures may be delayed until such time as conditions stabilize allowing a smooth transition.

ARTICLE VIII - NIGHT SHIFT DIFFERENTIAL

- A. There shall be a 10% differential continued for all work actually performed by Fire Officers (line) and Supervising Fire Marshals, Levels I and II, between the hours of 4:00 P.M. and 8:00 A.M., provided that more than one hour is actually worked after 4:00 P.M. and before 8:00 A.M. B. In lieu of the payments to Fire Officers (line) required by Article VIII, Section A above, the Employer shall pay all Fire Officers (line) and Supervising Fire Marshals, Levels I and II, pro-rata an annual amount equal to 5.4 percent of the sum of each such employee's base annual salary rate plus longevity and adjustments. C. In lieu of the payments to Fire Medical Officers required by Article VIII, Section A. above, the Employer shall pay to all Fire Medical Officers pro-rata an annual amount equal to 5.4 percent of the sum of each such employee's base annual salary rate plus longevity and adjustments.

This benefit shall be computed on the basis of the rates set forth in Article V, plus the longevity adjustment for all Fire Officers (line), Supervising Fire Marshals, and Fire Medical Officers.

ARTICLE IX - FAMILY PROTECTION PLAN FUND

- A. 1. Effective March 20, 2007, the City shall continue to contribute the pro-rata annual amount of \$1,410 for each employee for remittance to the Uniformed Fire Officers Association Family Protection Plan, ("FPP") pursuant to the terms of a supplemental agreement reached by the parties and approved by the Corporation Counsel. Effective April 20, 2010, the pro-rata annual amount shall be increased to \$1,460 for each employee. 2. Effective March 20, 2007, the City shall continue to contribute the pro-rata annual amount of \$1,410 for each retired employee for remittance to the Uniformed Fire Officers Association Family Protection Plan, ("FPP") pursuant to the terms of a supplemental agreement reached by the parties and approved by the Corporation Counsel. Effective March 20, 2008, the pro-rata annual amount shall be increased to \$1,470 for each retired employee. Effective April 20, 2010, the pro-rata annual amount shall be increased to \$1,530 for each retired employee. B. Pursuant to its commitment, the UFOA will continue to provide benefits to employees' domestic partners. C. Employees who have been separated from service subsequent to December 31, 1970, and who were covered by the Family Protection Plan of the Uniformed Fire Officers Association at the time of such separation pursuant to a supplementary agreement between the City and the UFOA shall continue to be so covered, subject to the provisions of Section A and B hereof, on the same contributory basis as incumbent employees. Contributions shall be made only for such times as said individuals are eligible to be primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such Program. D. Civil Legal Representation Fund

The City shall contribute \$25 per annum for each active Employee to the FPP to establish a civil legal representation fund pursuant to the terms of a supplemental agreement between the City and Union as approved by the Corporation Counsel. While these funds shall be administered by the FPP, they are to be maintained in a separate account and shall not be commingled with the other monies received by the FPP. Only the \$25 provided above may be used for civil legal representation. No additional monies from the FPP may be used for civil legal representation. E. Such payments shall be made pro-rata by the City every twenty-eight (28) days.

ARTICLE X - HEALTH AND HOSPITALIZATION BENEFITS

- Section 1. The City shall continue to provide a fully paid choice of health and hospitalization insurance plans for each employee, not to exceed 100% of the full cost of HIP/HMO on a category basis. There will be an annual reopening period during the term of this agreement for active employees to exercise their choice among medical plans. Section 2. Retirees shall have the option of changing their previous choice of Health Plans. This option shall be: (a) a one time choice; and (b) exercised only after one year of retirement; and (c) can be exercised at any time without regard to contract periods. The effective date of change to a new plan shall be the first day of the month three months after the month in which the application has been received by the New York City Health Insurance Program. Effective with the reopener period for Health Insurance subsequent to January 1, 1981 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. A. Effective November 1, 1990 and thereafter, the City's cost for each employee and for each retiree under 65 shall be equalized at the Community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on

a category basis of individual or family, e.g. the Blue Cross/GHI-CBP payment for family coverage shall be equal to the HIP/HMO payment for family coverage. B. If a replacement plan is offered to employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 3a, the City shall not bear the additional costs. C. The City (and other related Employers) shall continue to contribute on a City employee benefits program-wide basis the additional annual amount of \$30 million to maintain the health insurance stabilization reserve fund which shall be used to continue equalization and protect the integrity of health insurance benefits. The health insurance stabilization reserve fund shall be used: to provide a sufficient reserve; to maintain to the extent possible the current level of health insurance benefits provided under the Blue Cross/GHI-CBP plan; and, if sufficient funds are available, to fund new benefits. The health insurance stabilization reserve fund shall be credited with the dividends or reduced by the losses attributable to the Blue Cross/GHI-CBP plan. D. Pursuant to paragraph 7 of MLC Health Benefits Agreement, notwithstanding the above, in each of the fiscal years 2001 and 2002, the City shall not make the annual \$35 million contributions to the health insurance stabilization fund. E. In the event that there is a Citywide or program-wide health insurance package which exceeds the cost of the equalization and stabilization fund described above, the parties may negotiate reconfiguration of this package which in no event will provide for costs in excess of the total costs of this Agreement as set forth herein. However, it is understood that the UFOA will not be treated any better or any worse than any other Union participating in the Citywide of Program-wide Health Program with regard to increased health insurance costs.

Section 4. Health Care Flexible Spending Account. a. A flexible health care spending account shall be established after July 1993 pursuant to Section 125 of the IRS Code. Those employees eligible for New York City health plan coverage as defined on page 32, section 4(B) of the 1992 New York City Health Summary Program Description shall be eligible to participate in the account. Participating employees shall contribute at least \$260 per year up to a maximum of \$5,000 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an employee. b. Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502. c. An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. An employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an employee's account will not be refunded.

ARTICLE XI - ANNUITY FUND The City shall continue to contribute the following to the Annuity Fund established by the Union, for each class of positions and detail as follows

A.	Effective April 1, 2006:														
	<table border="1"><thead><tr><th>Class of Positions or Detail</th><th>Per Annum Amount</th></tr></thead><tbody><tr><td>Deputy Chief</td><td>\$2,349.00</td></tr><tr><td>Battalion Chief</td><td>\$1,991.43</td></tr><tr><td>Captain</td><td>\$1,550.34</td></tr><tr><td>Lieutenant</td><td>\$1,432.89</td></tr><tr><td>Fire Medical Officer</td><td>\$1,573.83</td></tr><tr><td>Supervising Fire Marshal (I and II)</td><td>\$1,432.89</td></tr></tbody></table>	Class of Positions or Detail	Per Annum Amount	Deputy Chief	\$2,349.00	Battalion Chief	\$1,991.43	Captain	\$1,550.34	Lieutenant	\$1,432.89	Fire Medical Officer	\$1,573.83	Supervising Fire Marshal (I and II)	\$1,432.89
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E.	The City shall continue to contribute for each employee, on a twenty-eight (28) day cycle basis, a pro rata daily contribution for each working day for which such employee is paid by the City which amount shall not exceed the per annum amounts in Sections A and B for each employee in full pay status in the prescribed twelve (12) month period. Contributions hereunder shall be remitted by the														

subordinate officer shall consult with the above named immediate supervisor before engaging in any of the further delineated procedures. In addition, such immediate supervisor shall make every effort by consultation with superior officers involved to identify the grievance and remove the cause.

¹ In some instances the Commanding Officer will also be the immediate supervisor, in which case the Commanding Officer will participate in the Step No. 1 as the immediate supervisor. If the matter is not resolved, that Officer will then act as the Commanding Officer.

EXAMPLE: A grievance action by a Lieutenant may arise because of an action by a Battalion Chief. This Lieutenant must consult with that Lieutenant's Captain before engaging in other procedures outlined. A grievance action by a Captain may arise because of an action by the Battalion Commander, who is not that Lieutenant's day-to-day supervisor. This Captain must consult with the Battalion Chief who is responsible for the day-to-day supervision before engaging in other procedures outlined.

2. If the matter is not resolved to the employee's satisfaction, the aggrieved employee may request the delegate to discuss the matter verbally with the immediate supervisor as noted above.
3. Prior to the formal presentation of the grievance or complaint to the immediate Commanding Officer, who, for the purpose of these grievance procedures, is defined as:

- (a) For Lieutenants - Battalion Commander,
- (b) For Captains - Battalion Commander,
- (c) For Battalion Chiefs - Division Commander,
- (d) For Supervising Fire - The Assistant Chief Fire Marshal,
- (e) For Fire Medical Officers - Supervising Chief Medical Officer, and
- (f) For Deputy Chief - Staff Officer charged with administrative supervision over the involved division.

Every effort shall be made to find ways and means of identifying and removing the cause of the grievance or complaint.

4. If the matter remains unresolved following the discussion outlined above, the grievance shall formally be submitted in writing, on a prescribed form, to the immediate Commanding Officer, as noted above. Such formal submission must, in any event, occur within 120 days following the date on which the grievance arose.

- B-1.** Upon request of the aggrieved employee, the delegate shall accompany the employee at a meeting with the immediate Commanding Officer, as noted above, who shall specify date, time and place of hearing. Said Commanding Officer shall, within five (5) calendar days of receipt of appeal, notify all concerned of the date, time, place of hearing and details of grievance.²
2. The determination of the immediate Commanding Officer passing on the grievance shall be in writing, and a report shall be forwarded on the prescribed form to the Fire Commissioner, the aggrieved and the delegate within three (3) calendar days after the meeting.
3. If the grievance is not resolved to the satisfaction of the aggrieved, the employee has the right to proceed to the next step in the grievance procedure.
- C-1.** Time lost by a delegate or union representative in the adjustment of a grievance shall not be compensable.
2. Time lost by an aggrieved member in the adjustment of a grievance shall not be compensable.
- D-1.** Failure to Appeal - Any grievance decision not appealed within five (5) calendar days after receipt of the Department's answer in the previous step shall be considered as settled on the basis of such an answer and not subject to further appeal. This limitation is applicable to all steps.

² If the grievance relates to a nature of an order issued by a superior, Section 25.1.1 of Regulations for the Uniformed Force shall be complied with.

STEP NO. II

A member of the Union Executive Board shall be the member's representative at this step of the grievance procedure. The official to whom the appeal shall be made is designated as follows:

- (a) For Company Officer - The Division Commander.
- (b) For Battalion Chiefs - The Staff Officer charged with administrative responsibility for the involved division.
- (c) For Deputy Chiefs assigned or reporting to the Bureau of Fire - The Chief of Department.
- (d) For all other Deputy Chiefs - The Chief in Charge, Bureau of Personnel and Administration.
- (e) For Supervising Fire Marshals - The Chief Fire Marshal.
- (f) For Fire Medical Officer - The Chief in Charge, Bureau of Personnel and Administration.

- A-1.** An appeal from the Step I determination shall be forwarded by the aggrieved, in writing, on the prescribed form, to the Officer to whom the appeal is to be made within five (5) calendar days after the aggrieved received a copy of the determination of the immediate Commanding Officer.
- B-1.** Upon request of the aggrieved employee, a member of the union Executive Board shall accompany that employee at a meeting with the Officer to whom the appeal is to be made who shall specify the date, time, place of hearing and details of grievance.
- C-1.** The determination of the Officer passing upon the appeal shall be in writing and a report shall be

forwarded on the prescribed form to the Fire Commissioner, the aggrieved and the Representative within five (5) calendar days after the hearing.

2. If the grievance is not resolved at this level, the aggrieved, either individually or by the representative has the right to proceed to the next step in the grievance procedure.

STEP NO. III

The President and members of the Executive Board may be designated as the Union representatives on the Department level; no more than four (4) members of the Executive Board are to attend a meeting.

- A-1.** An appeal from the Step II determination must be forwarded in writing by the aggrieved, on the prescribed form, to the Fire Commissioner within five (5) calendar days after the aggrieved receives a copy of the determination.
- B-1.** The Commissioner, the Chief of Department, the Chief in Charge - Bureau of Personnel and Administration, and/or their designees, the aggrieved and/or the representatives shall work for a satisfactory resolution of the grievance or complaint through conference, negotiation, and agreement. Such conference shall be held within ten (10) days of the receipt of the appeal. The Commissioner shall within five (5) days after such conference serve the determination, in writing, upon the aggrieved employee and the representative.

STEP NO. IV

If, after completion of all of the steps provided for above, the grievance has not been resolved, the Union solely shall have the right to bring such grievance to the Impartial Chair for arbitration in accordance with the applicable provisions of the New York City Collective Bargaining Law and Consolidated Rules promulgated by the Office of Collective Bargaining with respect to arbitration. Notice of the Union's intent to proceed to arbitration shall be served on the Commissioner of Labor Relations within ten (10) days of receipt by the Union and the employee of the decision of the Commissioner or the designated representative. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined as a "grievance" herein. The Employer shall commence such arbitration by submitting a written request therefore to the Impartial Chair, with a copy to the Union, and the matter shall proceed in accordance with the Consolidated Rules of the Office of Collective Bargaining. The Impartial Chair shall hold a hearing within ten (10) days after the Chair receives a request for arbitration at a time and place convenient to the parties, and the Chair shall issue an award within ten (10) days after the completion of the hearing.

Section 2. The time limits contained in this Article may be modified by mutual agreement. Any grievance decision not appealed within the time limits prescribed in this Agreement after receipt of the determination of the appropriate department official shall be considered settled on the basis of such determination and shall not be subject to further appeal.

In the event that the Department fails to comply with the time limits prescribed herein, the grievance automatically shall be advanced to the next step.

Section 3. It is understood and agreed by and between the parties that there are certain grievable disputes which are of a department level or of such scope as to make adjustments at Step I and Step II of the grievance procedure impracticable, and, therefore, such grievance shall be instituted at Step III of the grievance procedure. The Union may petition the Impartial Chair for leave to file a grievance involving potential irreparable harm concerning safety and health directly at Step IV. The Impartial Chair shall have the power to permit such grievance at Step IV for good cause shown or direct said grievance to be instituted at Step III. If the Impartial Chair determines that the grievance may be properly filed directly at Step IV, the City retains its right to assert all defenses which may be properly raised at Step IV.

Section 4. When possible, every effort shall be made to hold grievance hearings when a union representative involved is on duty.

Section 5. Individual Borough Commands shall not establish policy and/or programs at variance with this Agreement. A copy of every Borough policy directive shall be sent to the Union when issued.

ARTICLE XIX - DELEGATES

The union shall designate a Delegate for each Battalion or following units:

- Office of the Chief of Department
- Division of Fire Prevention
- Division of Training
- Division of Safety
- Marine Division
- Division of Repairs and Transportation
- Community Relations Bureau
- Medical Division and Medical Office
- Fire Emergency Division
- Bureau of Fire Investigation (2 Delegates)

Each delegate shall perform the regular duties as an employee and shall be considered a representative of the Union.

ARTICLE XX - NO STRIKE

The Union and the Employees shall not induce or engage in any strikes, slowdowns, work stoppages or mass absenteeism nor shall the Union induce any mass resignations during the term of this Agreement.

ARTICLE XXI - IMPARTIAL CHAIR

As soon as practicable after the execution of this Agreement, the parties hereto will designate an Impartial Chair to act during the term of this Agreement. The Impartial Chair shall serve as arbitrator in all instances where arbitration is called for under the terms and conditions of this Agreement, and, further, he shall be available to serve as mediator in all disputes arising under this agreement or between the Union and the Employer.

Should the Impartial Chair resign, refuse to act or be incapable of acting or should the office become vacant for any reason, the parties shall immediately designate another

person to act as such Impartial Chair. If the parties cannot agree on the successor Impartial Chair, then arbitrations under the grievance procedures of this Agreement shall be held pursuant to the Consolidated Rules of the Office of Collective Bargaining.

ARTICLE XXII - DETAILS TO OTHER UNITS

- Section 1.**
- A.** In the event that a Company Officer is detailed to a unit other than the unit to which that Officer is permanently assigned, if that Officer is required to report at the other unit at the start of a respective tour (e.g., 0900, 1800, etc.), that Officer shall receive compensation for travel to the unit to which that Officer is detailed at the rate of time and one-half for 45 minutes of travel time if the detailed unit is within the same borough as that Officer's permanent unit or 1-1/4 hours if the detailed unit is in a different borough than that of the permanent unit.
 - B.** In the event that a Company Officer is detailed to a unit other than the unit to which that Officer is permanently assigned and that Officer cannot return to the permanent unit within a regular tour of duty (e.g., by 1800, 0900, etc.), that Officer shall receive compensation for travel to the permanent unit at the same rates as stated in paragraph A. hereof.
 - C.** In any event, if the Department transports such detailed Company Officer, then that Officer shall receive compensation at time and one-half only for the actual travel time outside of the regular tour of duty.

Section 2. In the event that a Company Officer is detailed for more than a single tour and is entitled to receive compensation for travel time, the Company Officer so detailed shall receive compensation for travel time in the manner prescribed in Section 1 of this Article only for the beginning of the first and the end of the last day of such detail.

Section 3. A Company Officer shall not be eligible for compensation for travel time as provided in this Article if:

- a. The detail is for training assignment of any type or to any training location,
- b. The Company Officer is detailed while on light duty status,
- c. The Company Officer who is detailed is assigned to the limited service squad,
- d. The Company Officer is detailed from a staffing pool,
- e. The Company Officer who is detailed earns overtime on the detail,
- f. The Company Officer is detailed to a company in the same quarters as that Officer's own or in adjacent quarters,
- g. The Company Officer is a covering officer.

Section 4. When computing overtime compensation for travel time as required by this Article, the basic hourly rate excluding all premiums shall be used.

Section 5. When a covering officer is to be given a one-tour assignment outside the assigned division and there are multiple vacancies, best efforts will be made by the Department to assign that Officer to a division as close as possible to that Officer's residence.

ARTICLE XXIII - SPECIAL EXPENSE FUND

Section 1. The Special Expense Fund for Firehouses will be continued in the amount of \$100 per unit per year. A Unit for these purposes is defined as a Fire Company, a Rescue Company, a Squad Company, a Marine Company, a Fire Battalion, a Fire Division, a Fire Prevention District Office, and a Super Pumper Company. The purpose of establishing such Special Expense Fund is to enable certain purchases to be made within the least possible loss of time. These purchases shall entail a minor expense and shall be of an emergent nature (that is, cannot practically be handled by normal requisition procedures).

Section 2. The maximum expenditure per purchase shall be \$25. Expenditures in amounts not exceeding \$25 shall be authorized by the Unit Commander. All expenditures shall be subject to the procedures as set forth in PA/ID 2-70, effective January 26, 1970.

Section 3. Subject to the Comptroller's approval, units shall only be required to submit annual Special Expense Fund reports, provided that such report is submitted by May 15.

Section 4. The Fire Department shall establish a pilot program involving no more than 3 companies, wherein the Special Expense Funds of such companies shall be increased so as to allow for the purchase of necessary supplies and materials for the company quarters from such Funds. The Department shall monitor and evaluate such program and keep the Union advised.

ARTICLE XXIV - LABOR-MANAGEMENT COMMITTEE

Section 1. The Employer and the Union recognize that cooperation between labor and management is indispensable to the accomplishment of sound and harmonious labor relations and agree to jointly maintain and support a Labor-Management Committee ("Committee").

Section 2. The Committee shall consider and may recommend to the Fire Commissioner changes in the working conditions of the employees, including, but not limited to, health and safety issues. Matters subject to the Grievance Procedure contained in this agreement shall be appropriate items for consideration by the Committee, but submission of a matter to the Committee shall not affect the right to grieve the matter.

Section 3. The Committee shall consist of six members. The Fire Commissioner and the President of the Union shall each select three members, and may designate an alternate for each member authorized to act in the absence of a member. Members shall serve for the term of this Agreement, provided, however that the appointing party may remove members that party has appointed at any time. Vacancies shall be filled by the appointing party.

Section 4.
The Committee shall select a Chair from among its members at each meeting. The chair of the Committee shall alternate between the members designated by the Fire Commissioner and the members designated by the President of the Union. A quorum shall consist of a majority of the total membership of the Committee. The Committee shall meet at the call of either the Union members or the City members at times mutually agreeable to both parties. A written agenda of the matters to be discussed shall be provided by the party calling the meeting at least one week in advance of the meeting, and the other party shall provide any additions to the agenda at least one day in advance. Minutes shall be kept of each meeting with responsibility for keeping minutes alternating between the members designated by each of the parties. Copies of minutes shall be typed and promptly distributed to all members of the Committee. The Committee shall make its recommendations to the Fire Commissioner in writing.

ARTICLE XXV-A - PRODUCTIVITY ISSUES

Section 1.
The Union recognizes that the provisions of this Article XXV A are matters concerning which the City has the right to act unilaterally. Notwithstanding the above, the parties agree to the following sections:

Section 2. Flexible Response.
The Union recognizes the unilateral right of the City to determine the type and level of response, Citywide.

Section 3. Weighted Response Index ("W.R.I.")
A. The impact of the W.R.I. decision is suspended until July 1, 1973.

B. Between December 31, 1972 and July 1, 1973, the Impartial Chair shall study data presented by the parties in order to determine:

- (1) What the data shows with respect to the W.R.I.
- (2) Whether the Impartial Chair wants to make changes in the cut-off numbers in the W.R.I.

C. If after July 1, 1973 there is an application of the W.R.I. as it is now or may be changed by the Impartial Chair, the 52-week period of measurement referred to in the decision shall be July 1, 1972 to July 1, 1973, or such later period as the Impartial Chair may provide.

D. After July 1, 1972, the City may make unilateral changes and install programs unilaterally subject to the following:

- (1) Submission of the intended program to the Office of Labor Relations.
- (2) No less than 2 weeks notice of the change is to be given to the Union.
- (3) Within the two weeks the Union is to be given an opportunity to discuss the changes with the City.
- (4) If no agreement is reached as a result of such discussion, the City may install the program; and the Union reserves all rights it has to oppose the same.

Section 4.
Runs and workers shall be credited to the relocated working company.

ARTICLE XXV-B - PRODUCTIVITY ISSUES

Section 1. Attack Units
A. The Union recognizes the right of the Fire Department to establish Attack Units as follows:

- 1. In those quarters which at the time of the installation of an Attack Unit house a Tower Ladder and Rapid Water Pumper, the companies in those quarters may be merged (into 1 company) and their designation changed to Attack Unit Company. Each such company so designated and merged as an Attack Unit shall be commanded by a Company Officer of the rank of Captain at all times and on all tours. If the Tower Ladder or Rapid Water Pumper of an Attack Unit is out of service, it will be replaced by a like piece of equipment from available spares of a non-Attack Unit Company as quickly as possible.
- 2. Attack Units shall be installed only in quarters currently in Type 7 Hazard Region, as that Region is now designated by the Fire Department, and in City Island, and will be relocated or interchanged only with other Attack Unit Companies.
- 3. The Department may install a maximum of ten (10) Attack Units.
- 4. At the time an Attack Unit is installed there will be an increase in quota in the number of Captains so that there will be a sufficient number to staff such unit and a reduction in the quota of the number of Lieutenants. This provision does not limit quota increases and/or decreases which may result due to other factors or Department policies.
- 5. Each Attack Unit shall be assigned clerical help in the rank of Firefighter during the daytime tours, except Saturdays, Sundays and Holidays. Duties to be performed by such Firefighter shall be determined by the Company Commander.
- 6. The Attack Unit program shall not be used as a factor in the reduction of response. However, the union recognizes the rights of management to reduce response and to change alarm assignments for other reasons. This shall not change the nature of an Attack Unit as a two-piece response.
- 7. The Department shall establish a training program for Officers who are to be assigned to the Attack Units and shall familiarize the Uniformed Fire Officers Association with such training program. Any Company Officer permanently assigned to the Attack Units shall receive training in such training program prior to

that Officer's assignment. Every reasonable effort shall be made to provide prior similar training to Company Officers who will be temporarily assigned to such Attack Units.

- 8. The Department shall provide the Uniformed Fire Officers' Association with fourteen (14) days notice prior to the installation of any Attack Unit. Any Company Officer who by virtue of the establishment of an Attack Unit is to be reassigned to another company shall be given a reasonable priority consideration in choice of assignment. However, the Department's decision shall be final.

Section 2.
Firefighters in an Attack Unit shall not be required to perform duties of a supervisory nature on a regular and recurring basis as a result of establishment of an Attack Unit. If it is found by an arbitrator that a particular duty performed by a Firefighter in an Attack Unit is supervisory the arbitrator may order the cessation of the particular duty found to be supervisory and the arbitrator's award shall be limited solely to the ordering of such cessation. It is recognized that fire scene supervision is continued by means of a handie-talkie or similar communication by an officer during excursions (such as, without limitation, examining a floor above a fire, examining the front of a building, or attending to other matters that require that officer's presence) from the fire floor, hose line locations, apparatus locations or other fire scene operational areas. Duties performed by a Firefighter not in the presence of an officer but pursuant to handie-talkie or similar communication with an officer, including (without limitation) relaying of orders received from an officer, do not constitute supervisory work. Officer supervision via a handie-talkie or similar communication is considered to be direct supervision and control of any such operation.

ARTICLE XXV-C - NEW PROGRAMS

The Commissioner may elect to submit a proposed program under the provisions of either Article XXV-A, provided however, that having elected which procedure to follow, the Commissioner may not thereafter resubmit the same program under the alternative procedure. In the event it is determined by the appropriate forum that the Commissioner did not have the right to proceed under the Article elected, the Commissioner may then seek to proceed under the alternative procedure.

Notwithstanding the above, the Union agrees that the Commissioner's right to implement new programs under Article XXVI-A has in no way been diminished by the inclusion into this agreement of Article XXVI-C.

ARTICLE XXVI - LINE OF DUTY DEATH BENEFIT

Section 1.
In the event that a Fire Officer (line) or Fire Medical Officer dies because of an injury incurred through no fault of that Officer's own while actually responding to, working at or returning from an alarm; or, in the case of a Supervising Fire Marshal I and II because of an injury directly resulting from a hazard unique to Fire Marshal duty through no fault of that Marshal's own, a payment of \$25,000 will be made from funds other than those of the Retirement System, in addition to any other payment which may be made as a result of such death. Such payment shall be made to the beneficiary designated under the Retirement System or, if no beneficiary is so designated, to the estate of the deceased.

Section 2.
Semi-private hospital accommodations shall be provided for employees injured in the line of duty.

ARTICLE XXVII - DEATH BENEFIT UNUSED LEAVE AND COMPENSATORY TIME

If an employee dies while employed by the City, that employee's estate shall receive payment in cash for the following as a death benefit:

- A. All unused accrued annual leave up to a maximum of 54 days' credit;
- B. All unused accrued compensatory time earned subsequent to March 15, 1968 which is verifiable by official Department records up to a maximum of two hundred (200) hours.

ARTICLE XXVIII - MISCELLANEOUS

Section 1.
The City shall continue to maintain in effect for each Fire Officer (line) rank the Limited Service Status quota in effect on September 26, 1975.

Section 2.
Company relocations as provided for on assignment cards will be reviewed after the program is operational. It is intended to relieve the busiest companies from the added burden of routine relocations.

Section 3.
Damaged tools and equipment will be repaired and/or replaced promptly.

Section 4.
Photocopy machines will be provided for each Division.

Section 5.
The Fire Department will supply the Union on a regular basis, data necessary to determine compliance with the workload standards referred to in this Agreement.

Section 6.
To the maximum extent practicable and consistent with City policy, parking spaces up to a maximum of one space per unit, will be made available for the cars of employees adjacent to, part of, or as close as possible to firehouses, and such spaces will be marked appropriately. The Department will issue appropriate parking permits for the designated areas. The UFOA shall notify the Department, the Transportation Administration, and the Office of Labor Relations of any requests for parking spaces. The City shall have 10 days to respond to such requests. If the response is a denial, it shall be specific as to the reasons. If the UFOA disagrees with any such denial, it shall inform the Office of Labor Relations as to the specific reasons for its disagreement, and may refer the matter to the Impartial Chair for advisory arbitration.

Section 7.
In order to improve the efficiency, productivity, health and morale of officers, existing practices regarding meal periods shall be modified as follows:

Each unit shall be scheduled to receive one half-hour meal

period in each tour as described in AUC. Response to fires and other emergencies by a unit during its rest period shall be governed by the provisions of that circular.

Section 8.
The Department shall provide each member with a laminated identification card, including a photograph of each member. In the event the card is lost, the replacement cost shall be borne by the employee. Possession of the identification card shall be mandatory. If there is a change in the use of identification cards for purposes other than identification, the City and UFOA shall meet to discuss those changes and bargain, where necessary.

Section 9.
A. Each member shall receive a duplicate copy of any medical records made by the Department which are included in the member's medical/personnel file at the time of the preparation of such records.

B. The Department shall have a reasonable time to develop and implement the necessary systems and paperwork to comply with the foregoing.

Section 10.
Pursuant to regulations promulgated by the Department, the Employer shall reimburse any employee for property loss or damage sustained to the employee's personal vehicle when such vehicle's use is authorized to provide transportation while in the performance of the employee's duty.

Section 11.
The City shall furnish to each unit a copy of the collective bargaining agreement within 60 days of its final approval.

Section 12. - Performance Compensation
The City acknowledges that each of the uniformed forces performs an important service that reflects the diverse missions of the City's uniformed agencies. In order to reward service of an outstanding, exceptional nature, each of the uniformed agencies will establish a performance compensation program to recognize and reward such service, tailored to the unique missions of the individual uniformed agency.

The parties agree that additional compensation may be paid to employees performing outstanding, exemplary, difficult and/or unique assignments. The City will notify and discuss with each affected union of its intent to pay such additional compensation and the individuals to be compensated.

The criteria for the granting of performance-based compensation shall be based upon outstanding performance in the work assigned, and/or performance of unique and difficult work.

The performance-based compensation payments provided for in this section shall be one-time, non-recurring cash payments subject to applicable pension law. An employee can receive no more than one payment annually.

This provision shall not affect any existing productivity programs covered in any existing collective bargaining agreements. Nor shall this provision be construed to waive any obligation of the City to negotiate over future productivity programs as required by applicable law.

Section 13.
All Fire Officers shall be required to assume all the duties associated with completing the electronic forms: PCR, CD-72, CD-73 and, MD-X3. In completing the CD-72, CD-73 and MD-X3, Fire Officers shall verify an incident as a witness or indicate that the officer completing the form was not a witness to the incident.

ARTICLE XXIX - QUARTERMASTER SYSTEM

Section 1.
Fire Officers will be included in the Fire Department Quartermaster System and receive an annual cleaning allowance of \$520 per Fire Officer (line) and Supervisory Fire Marshal I and II, and \$355 per Fire Medical Officer.

Section 2.
Fire Officers and Supervisory Fire Marshals shall be afforded the same tax treatment of the cleaning allowance as currently afforded to Firefighters in the Quartermaster System.

ARTICLE XXX - APPLICABLE LAWS

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 XXXI - SAVINGS CLAUSE

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof.

WHEREFORE, we have hereunto set our hands and seals this 25th day of June, 2009.

UNIFORMED FIRE OFFICERS ASSOCIATION,
LOCAL 854, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, Affiliated with AFLCIO

BY: _____ /s/ _____ BY: _____ /s/ _____
JAMES F. HANLEY JOHN J. McDONNELL
Commissioner President

APPROVED AS TO FORM:

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

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD:

UNIT: FIRE OFFICERS

TERM: March 20, 2007 to March 19, 2011 Modified by Reopener

John J. McDonnell, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, NY 10007

Dear Mr. McDonnell:

A medical expert designated by the UFOA and the UFA and a representative designated by the Fire Department shall meet to develop procedures to monitor Firefighters who may be exposed to hazardous materials.

Very truly yours,
/s/
JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

BY: _____ /s/
John J. McDonnell

John J. McDonnell, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, NY 10007

Dear Mr. McDonnell:

Employees who have transferred from the uniformed service of the New York City Department of Correction to the Fire Department shall be treated in the same manner as if they had transferred from the uniformed service of the New York City Police Department for the purpose of calculating increments and longevity adjustments.

Very truly yours,
/s/
JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

BY: _____ /s/
John J. McDonnell

John J. McDonnell, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, NY 10007

Dear Mr. McDonnell:

The parties to the collective bargaining agreement between the Uniformed Fire Officers Association, Local 854, AFL-CIO ("UFOA") and the City of New York agree as follows:

- 1a. The Fire Department will not schedule AFID-AFRD and other outside activities where severe weather conditions such as extreme heat or cold and heavy rain or snow exist. The parties will resolve any problems with the application of such departmental policy in the labor-management committee and such matters will not be subject to the grievance and arbitration procedure. In the event that any such problems are not resolved in the labor-management committee, such scheduling in inclement weather shall be the same as that for Firefighters.
- b. Notwithstanding the foregoing, the Fire Department will not regularly schedule AFID to be performed during more than one scheduled period per tour, on weekends, or between 6:00 P.M. and 9:00 A.M.
- c. Outside activities in the morning and afternoon shall be scheduled to permit a reasonable meal period in between.
- d. The Fire Department will undertake to review and reduce paperwork required for AFID-AFRD. The Fire Department will advise the UFOA of the process of such review and permit the UFOA to participate therein. Such process and the results thereof shall not be subject to Step IV of the Grievance Procedure.
2. The UFOA may utilize its Civil Legal Representation Fund for the purpose of providing another form of benefit to the membership than that currently in effect, subject to the written agreement of the parties as to the nature of such benefit.

Very truly yours,
/s/
JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

BY: _____ /s/
John McDonnell

**UNIFORMED
FIRE DEPARTMENT, CITY OF NEW YORK
FIRE OFFICERS
LOCAL 854, INTERNATIONAL ASSN. OF FIRE
FIGHTERS, AFL-CIO
ASSOCIATION**

225 BROADWAY · NEW YORK, NY 10007 · SUITE 401
TEL: (212) 293-9300 · FAX (212) 292-1560
EMAIL: WWW.UFOA.ORG

June 8, 2009

Commissioner James F. Hanley
Office of Labor Relations
40 Rector Street
New York, NY 10006

Dear Commissioner Hanley,

This letter will confirm our mutual understanding that as a matter of past practice Fire Officers have taken fifteen minutes before their tours to exchange information between ingoing and outgoing officers.

Very truly yours,

/s/
John McDonnell

John J. McDonnell, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, NY 10007

Dear Mr. McDonnell:

It is the intent of the City to use its best efforts to secure private room accommodations in a hospital for employees injured in the line of duty. This Section shall not be subject to the grievance procedure.

Very truly yours,
/s/
JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

BY: _____ /s/
John J. McDonnell

John J. McDonnell, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, New York 10007

Dear Mr. McDonnell:

The City and the UFOA recognize pursuant to Administrative Code section 12-127 the City is obligated to pay for the cost of line of duty prescription drugs for UFOA members. The parties further recognize that a significant number of UFOA members have utilized the UFOA Family Protection Plan to pay for reimbursement of these prescription drugs without cost to the City. The UFOA agrees to waive any and all claims retroactively and prospectively against the City for the reimbursement of the cost of line of duty injury prescription drugs incurred in outpatient treatment.

Very truly yours,
/s/
JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

BY: _____ /s/
John J. McDonnell

John J. McDonnell, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, New York 10007

Dear Mr. McDonnell:

The City shall grant additional release time to six UFOA Executive Board members by way of releasing them from all scheduled night tours of duty (6x9). Such additional release time shall be governed by Executive Order 75, ("EO 75") except insofar as the UFOA has funded the ongoing costs of such additional release time for the term of this Agreement and thereafter out of the settlement costs of this collective bargaining agreement and therefore section 4(1) of EO 75 shall not apply to this additional release time.

Very truly yours,
/s/
JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

BY: _____ /s/
John J. McDonnell

John J. McDonnell, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, New York 10007

Dear Mr. McDonnell:

The parties shall establish a committee including the First Deputy Commissioner of the Fire Department or his/her representative, a representative of UFOA and a representative of the Office of Labor Relations to address issues of paperwork reduction. The Committee may include others on whom the parties may agree.

Very truly yours,
/s/
JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

BY: _____ /s/
John J. McDonnell

John J. McDonnell, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, N.Y. 10007

Dear Mr. McDonnell:

The City reaffirms its commitment to the concept of parity which it defines as basic maximum salary among uniformed employees.

Very truly yours,
/s/
James F. Hanley

John J. McDonnell, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, N.Y. 10007

Dear Mr. McDonnell:

This is to confirm that the parties will jointly support legislation to allow active Tier II employees covered by this agreement to purchase Tier I benefits at their expense through payroll deductions.

This agreement is subject to the parties agreeing upon the costs of these benefit improvements. The cost of these benefit improvements and any additional health insurance costs will be borne entirely by the participating employees without any cost to the City.

A pension labor management committee will be established to agree upon the details of the proposed legislation and its attendant costs.

Very truly yours,
/s/
James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

BY: _____ /s/
John J. McDonnell

John J. McDonnell
President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, New York 10007

Dear Mr. McDonnell:

If another uniformed collective bargaining unit has an adjustment made to their salary schedule through the collective bargaining or arbitration process or otherwise during the time period covering March 20, 2007 through March 19, 2011, which results in a greater percentage wage increase, then, at the UFOA's request, this agreement will be reopened for the purposes of negotiating the effect of the adjustment – through the final steps of the bargaining process.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,
/s/
James F. Hanley
Commissioner

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

By: _____ /s/
John J. McDonnell, President UFOA

John J. McDonnell, President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, NY 10007

Re: UFOA Agreement covering the period from March 20, 2007, to March 19, 2011

Dear Mr. McDonnell:

The parties agree to the extension of the fire salvage program to all ladder companies citywide.

Very truly yours,
/s/
JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

BY: _____ /s/
John J. McDonnell

John J. McDonnell
President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, New York 10007

Dear Mr. McDonnell:

Effective September 1, 2007, there shall be an assignment differential payable over three years (four steps) to Lieutenants, Captains, and Battalion Chiefs, assigned or long term detailed to "special assignments" in the following companies: HAZ-MAT, HAZ-MAT Battalion, Rescue Companies, SOC (Rescue) Battalion, Squads and HAZ-TECH Engine Companies. Covering officers assigned to SOC are included in the special assignment.

The four step plan will include rate increases to base salary of:

- 3% upon assignment;
- 6% upon completion of one year of assignment;
- 9% upon completion of two years of assignment; and
- 12% upon completion of three years of assignment (with the exception of Battalion Chiefs who shall receive 10.84%).

Notwithstanding the foregoing paragraph, members assigned or long term detailed prior to September 1, 2007 to the above "special assignments", including covering officers assigned to SOC, shall be slotted in at the appropriate level based upon years of service in these units in their current title.

Deputy Chiefs assigned or long term detailed to the SOC (Rescue) and HAZ-MAT Operations shall receive an annualized differential of \$2,500 upon assignment to these units.

The parties will convene a labor-management meeting to discuss implementation of this "special assignment," as well as to discuss the potential inclusion of other units in this program.

If the above conforms to your understanding, please execute the signature line below.

Sincerely,
/s/
James F. Hanley
Commissioner

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

By: _____ /s/
John J. McDonnell, President UFOA

John J. McDonnell
President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, New York 10007

Dear Mr. McDonnell:

The parties acknowledge that, from time to time, the headcount at the Fire Department varies. The parties agree to convene at the union's request, a Labor Management committee which shall include representative(s) from the Mayor's Office of Labor Relations to discuss changes in the headcount and its impact, if any, on UFOA members.

Very truly yours,
/s/
James F. Hanley
Commissioner

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

By: /s/ John J. McDonnell, President UFOA

John J. McDonnell
President
Uniformed Fire Officers Association
225 Broadway, Suite 401
New York, New York 10007

Dear Mr. McDonnell:

Policies and procedures for Extra Departmental Employment (EDE) as described in PA/ID 12-67 will be modified to waive the requirements for EDE except as noted herein. EDE remains prohibited while members are on medical leave and light duty; however, EDE may be permissible while on light duty if approved by the Fire Commissioner or his designee. EDE will remain prohibited as per PA/ID 12-67 for Conflicts of Interest, and as noted currently in PA/ID 12-67 Section 1.8 and 1.10. In addition, EDE must not interfere or conflict with the regular departmental duties or with availability for overtime or emergency duty. Existing procedures for approval of EDE for those who will continue to be subject to such requirements will remain as per PA/ID 12-67. Lastly, the Fire Commissioner reserves the right to deny or revoke permission for any specific occupation or place of employment notwithstanding regulations and orders.

If the above conforms to your understanding, please execute the signature line below.

Sincerely,

/s/ James F. Hanley
Commissioner

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

By: /s/ John J. McDonnell, President

John J. McDonnell
President
Uniformed Fire Officers Association

225 Broadway, Suite 401
New York, New York 10007

Dear Mr. McDonnell:

At the request of the Union, the Fire Department will convene a labor management meeting to discuss the issues related to accrual and disposition of compensatory time, which will include representative(s) of the NYC Mayor's Office of Labor Relations.

Sincerely,

/s/ James F. Hanley
Commissioner

AGREED AND ACCEPTED ON BEHALF OF THE UFOA

By: /s/ John J. McDonnell, President

LATE NOTICES

COMMUNITY BOARDS

PUBLIC HEARINGS

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

BOROUGH OF MANHATTAN

COMMUNITY BOARD NO. 7- Wednesday, July 15, 2009
7:00 P.M., 250 West 87th Street, New York, NY.

C 090478ZSM

IN THE MATTER OF an application submitted by 76th and Broadway Owner LLC, pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Sections 13-562 and 74-52 of the Zoning Resolution to allow for an attended public parking garage with a maximum capacity of 194-spaces.

July 13-15

TRANSPORTATION

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held on Thursday, July 23, 2009, in Spector Hall, 22 Reade Street, Main Floor, Borough of Manhattan, commencing at 10:00 A.M. on the following:

IN THE MATTER of a proposed contract between the Department of Transportation of the City of New York and New York State Industries for the Disabled, Inc., 11 Columbia Circle Drive, Albany, New York 12203, for the provision of Cleaning Services for New York City Department of Transportation Facilities in all Five Boroughs of the City of New York. The contract amount shall be \$8,919,353.24. The contract term shall be five years from the Notice to Proceed with one option to renew for an additional five years. PIN#: 84109MBRW387.

The proposed contractor has been selected by means of a Required Method of Source Selection (Preferred Source), pursuant to Section 1-02 (d) (1) of the Procurement Policy Board Rules.

A draft copy of the proposed contract is available for public inspection at the Department of Transportation, Office of the Agency Chief Contracting Officer, 55 Water Street, 8th Floor, New York, NY 10041, from July 13, 2009 to July 23, 2009, excluding Saturdays, Sundays and Legal Holidays, from 9:00 A.M. to 5:00 P.M.

July 13

COURT NOTICE MAPS FOR WILLIS AVENUE BRIDGE REPLACEMENT

Three sets of court notice maps for Willis Avenue Bridge Replacement. Each set includes a plan view, a legend, and a table of amendments. The maps show the bridge structure, surrounding streets (Willis Avenue, Boulevard, Broadway, etc.), and property boundaries. The legend defines symbols for various features like easements, encroachments, and utility lines. The amendment tables list specific changes to the map, such as 'REMOVE EXISTING BRIDGE' or 'ADD NEW BRIDGE STRUCTURE'. The maps are signed by the City Engineer and the Department of Transportation.

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.

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.

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.

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.

- 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.

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.

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.

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.

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.

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.

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.

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 Advance qualification screening needed
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/9 New 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)
WA1 Prevent loss of sudden outside funding
WA2 Existing contractor unavailable/immediate need
WA3 Unsuccessful efforts to contract/need continues
IG Intergovernmental Purchasing (award only)
IG/F Federal
IG/S State
IG/O Other
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/c recycled 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.

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.

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.

Table with 2 columns: ITEM and EXPLANATION. Includes items like POLICE DEPARTMENT, DEPARTMENT OF YOUTH SERVICES, BUS SERVICES FOR CITY YOUTH PROGRAM, and NYPD, Contract Administration Unit.

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.