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THE CITY RECORD

MICHAEL R. BLOOMBERG, Mayor

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

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PUBLIC HEARINGS AND MEETINGS

See Also: Procurement; Agency Rules

CITY COUNCIL

MEETING

NOTICE IS HEREBY GIVEN THAT the Council has scheduled the following public hearing on the matter indicated below:

The Subcommittee on Landmarks, Public Siting and Maritime Uses will hold a public hearing on the following matter in the Council Committee Room, 250 Broadway, 16th Floor, New York City, New York 10007, commencing at 11:00 A.M. on Wednesday, September 5, 2012:

SEA TRAVELERS MARINA

BROOKLYN CB-18 20135039 PNK
 Application pursuant to Section 1301 (2)(f) of the New York City Charter concerning the proposed amendment to a maritime lease between the New York City Department of Small Business Services and Sea Travelers Realty, Inc. d/b/a Sea Travelers Marina for certain City-owned upland area and lands underwater located at 2875 Flatbush Avenue (Block 8591, parts of Lot 125 and 175), Borough of Brooklyn, Community Board 18, Council District 46.

a28-s5

CITY UNIVERSITY

MEETING

BOARD OF TRUSTEES

Rescheduled Annual Manhattan Borough Hearing, Wednesday, September 19, 2012, 5:00 P.M.

Baruch College Vertical Campus, 55 Lexington Avenue (corner of 24th St.,) Room 14-220, New York, NY 10010.

a28

CITY PLANNING COMMISSION

MEETING

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, NY, on Wednesday, September 5, 2012 at 10:00 A.M.

BOROUGH OF MANHATTAN

No. 1

54 GREENE STREET

CD 2 C 090002 ZSM

IN THE MATTER OF an application submitted by 54 Greene Street Realty Corp. pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-711 of the Zoning Resolution to modify the use regulations of:

- Section 42-14D(1)(b) to allow Use Group 17D uses (Joint Living Work Quarters for Artists) on the second and fourth floors; and
- Section 42-14D(2)(b) to allow Use Group 6 uses (retail uses) on portions of the ground floor and cellar;

of an existing 6-story building erected prior to December 15, 1961 and where the lot coverage is greater than 5,000 square feet, on property located at 54 Greene Street (Block 474, Lot 7), in an M1-5B District.

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

No. 2

111 MERCER STREET

CD 2 C 120360 ZSM

IN THE MATTER OF an application submitted by Mercer 111 LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-711 of the Zoning Resolution to modify:

- the bulk regulations of Section 43-17 to allow a building containing joint living-work quarters for artists to be enlarged; and
- the use regulations of Section 42-00 to allow residential uses (Use Group 2) on the 2nd through 6th floors;

of an existing 5-story building and proposed 1-story enlargement, on property located at 111 Mercer Street (Block 499, Lot 32), in an M1-5A District, within the SoHo-Cast Iron Historic District.

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

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

a22-s5

DESIGN & CONSTRUCTION

NOTICE

DDC will be hosting a BIM symposium discussing the agencies overview and use of BIM and its recently released BIM Guidelines; all in the Architectural Engineering and Construction (AEC) Community are welcome to attend. Please register at <http://www.ddcbimsymposium.com>

DDC Contact: Safiy Abdur-Rahman, (718) 391-1093.

a24-s13

HOUSING AUTHORITY

MEETING

SPECIAL NOTICE

Please be advised that the New York City Housing Authority has cancelled its Board Meeting scheduled for Wednesday, August 29, 2012 at 10:00 A.M. in the Board Room on the 12th Floor at 250 Broadway, N.Y., N.Y.

a22-29

LANDMARKS PRESERVATION COMMISSION

PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Title 25, chapter 3 of the Administrative Code of the City of New York (Sections 25-307, 25-308, 25,309, 25-313, 25-318, 25-320) (formerly Chapter 8-A, Sections 207-6.0, 207-7.0, 207-12.0, 207-17.0, and 207-19.0), on Tuesday, **September 4, 2012 at 9:30 A.M.** in the morning of that day, a public hearing will be held in the Conference Room at 1 Centre Street, 9th Floor, Borough of Manhattan with respect to the following properties and then followed by a public meeting. Any person requiring reasonable accommodation in order to participate in the hearing or attend the meeting should call or write the Landmarks Commission no later than five (5) business days before the hearing or meeting.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF BROOKLYN 13-4914 - Block 2475, lot 28-175 Broadway - (Former) Williamsburg Saving Bank - Individual Landmark

A Classic Revival style bank building designed by George B. Post and built in 1875. Application is to modify window openings and install a stoop and barrier-free access lift. Community District 1.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF BROOKLYN 13-3697 - Block 2563, lot 9-94 Greenpoint Avenue - Greenpoint Historic District
 A vacant lot. Application is to construct a new building. Zoned C2-4/R6A. Community District 1.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF BROOKLYN 12-9625 - Block 1958, lot 19-54 Greene Avenue, aka 375 Adelphi Street - Fort Greene Historic District

A rowhouse built c.1868 and altered in the 20th century, and a garage. Application is to resurface and alter the facades and stoops, demolish the garage, and install balconies and fencing. Community District 2.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF BROOKLYN 13-1756 - Block 221, lot 29-70 Henry Street - Brooklyn Heights Historic District

A one-story store building built in the 19th Century and later altered. Application is to demolish the existing building and construct a new five story building. Zoned R7-1, C1-5. Community District 2.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF BROOKLYN 13-2852 - Block 226, lot 21-80 Orange Street, aka 72 Henry Street - Brooklyn Heights Historic District

An eclectic style house with a ground floor store built in 1861-79. Application is to install storefront infill. Community District 2.

CERTIFICATE OF APPROPRIATENESS

BOROUGH OF BROOKLYN 13-1910 - Block 40, lot 1-68 Jay Street - DUMBO Historic District

A Daylight Factory style building with transitional American Round Arch style elements designed by William Higginson and built in 1915. Application is to install storefront infill and signage, and to legalize the removal of loading docks without Landmarks Preservation Commission permits. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 13-4056 - Block 35, lot 12-1 Old Fulton Street - Fulton Ferry Historic District
A Greek Revival style saloon and hotel building built in 1835, and altered in the Italianate style in the 1860s. Application is to install new storefront infill. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 13-3663 - Block 300, lot 7-110-128 Congress Street - Cobble Hill Historic District
A row of four Italianate style rowhouses built c. 1850s and altered for institutional use, and a two-story building built c. 1983. Application is to alter the front and rear facades of the rowhouses and construct rooftop additions, and to demolish the modern building and construct five rowhouses. Zoned R6. Community District 6.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 12-2897 - Block 312, lot 8-285 Clinton Street - Cobble Hill Historic District
A Greek Revival style rowhouse built between 1845 and 1854. Application is to legalize the construction of a rear yard addition without Landmarks Preservation Commission permits. Zoned R6. Community District 6.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF BROOKLYN 13-4819 - Block 1085, lot 46-107 Prospect Park West - Park Slope Historic District
A neo-Italian Renaissance style rowhouse designed by Axel S. Hedman and built in 1899. Application is to install a terrace railing. Community District 6.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-1187 - Block 210, lot 7-334 Canal Street, aka 37 Lispenard Street - Tribeca East Historic District
A neo-Grec style store and loft building designed by William E. Bloodgood and built in 1881-1883. Application is to construct a rooftop bulkhead. Zoned C6-2A. Community District 1.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-3343 - Block 189, lot 28-28 North Moore Street - Tribeca West Historic District
A Romanesque Revival style store and loft building designed by Richard Berger and built in 1884-85. Application is to construct a rooftop addition, modify the loading platform, and fire escape, and install storefront infill. Zoned C6-2A. Community District 1.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-4395 - Block 475, lot 33-60 Grand Street - SoHo-Cast Iron Historic District
A neo-Classical style store building designed by Cleverdon and Putzel and built in 1895-96. Application is to establish a Master Plan governing the future installation of painted wall signs. Zoned M1-5B/ Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-3908 - Block 231, lot 3-305 Canal Street - SoHo-Cast Iron Historic District
An Italianate style store and loft building constructed circa 1863. Application is to establish a Master Plan governing the future installation of painted wall sign. Zoned M1-5B. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-0754 - Block 502, lot 33-422 West Broadway - SoHo-Cast Iron Historic District
Extension
An Italianate style store building designed by John H. Whitenack and built in 1873-74. Application is to construct a rooftop addition. Zoned M1-5A. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-0275- Block 532, lot 15-230 Mercer Street, aka 663-665 Broadway - NoHo Historic District
A neo-Gothic style store and loft building designed by V. Hugo Koehler and built in 1911-12. Application is to legalize the installation of banner poles and stretch banners without Landmarks Preservation Commission permits. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-4017- Block 553, lot 15-52 West 8th Street - Greenwich Village Historic District
A commercial building designed by Frederick Kiesler and built in 1927 and later altered. Application is to alter the facade, install new storefront infill, a marquee, and signage. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-4777 - Block 572, lot 45-5 West 8th Street - Greenwich Village Historic District
A neo-Classical style apartment building designed by Hugo Kafka, and built in 1900-02. Application is to alter the ground floor and install lighting, a marquee, and signage. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-5156 - Block 586, lot 32-33 Carmine Street - Greenwich Village Historic District
Extension II
An Italianate style tenement building with commercial ground floor built c. 1859. Application is to install storefront infill, an awning, and lighting. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-0884 - Block 544, lot 72-27 East 4th Street - NoHo Historic District
Extension
A garage and repair shop designed by Herman Kron and built in 1945-46. Application is to demolish the existing building and construct a new building. Zoned M1-5B. Community District 2.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 12-8622 -Block 746, lot 21-

327-329 West 22nd Street - Chelsea Historic District
Extension
A pair of rowhouses built in 1851 and remodeled in 1939. Application is to construct a rooftop addition and a rear yard addition, alter the areaway, install window railings, and excavate the basement and rear yard. Zoned R7B. Community District 4.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 11-5555 - Block 744, lot 10-353 West 20th Street - Chelsea Historic District
A Greek Revival/Italianate style rowhouse built in 1852-1853. Application is to construct a rear yard addition. Zoned R8. Community District 4.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-4993 - Block 719, lot 75-460 West 22nd Street - Chelsea Historic District
An Italianate style house built in 1854. Application is to construct rooftop and rear yard additions, to install a deck and mechanical equipment, lot-line windows, and to excavate the rear yard and install a rear garden wall. Zoned R7B. Community District 4.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-4897 - Block 856, lot 11-15 East 26th Street - Madison Square North Historic District
A neo-Medieval style store, loft and office building designed by Maynicke & Franke and built in 1910-12. Application is to install an awning. Community District 5.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-3030 - Block 831, lot 33-1 West 29th Street, aka 270 Fifth Avenue - Marble Collegiate Church - Individual Landmark
A Romanesque Revival style church with Gothic Revival style details, designed by Samuel A. Warner and built in 1854 with a two-story addition built in 1919, and a one-story portico built in 1959. Application is to demolish the portico and install stairs and entrance on West 29th Street, and demolish the 1919 addition and construct a glass enclosure on Fifth Avenue. Community District 5.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-3253 - Block 886, lot 21-160 Lexington Avenue - New York Phoenix School of Design (New York School of Applied Design for Women) - Individual Landmark
A neo-Classical style institutional building designed by Harvey Wiley Corbett and built in 1908-09. Application is to alter an entrance and areaway and install a barrier-free access lift. Community District 5.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-3200 - Block 1281, lot 1-551 Fifth Avenue - Fred F. French Building - Individual Landmark-Interior Landmark
A proto-Art Deco style skyscraper designed by H. Douglas Ives and Sloan & Robertson and built in 1926-27. Application is to create a doorway within the interior space and install a canopy. Community District 5.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-4966 - Block 1018, lot 6-235 West 46th Street - Paramount Hotel - Individual landmark
A French Renaissance style hotel designed by Thomas W. Lamb and built in 1927-28. Application is to install marquees, flagpoles, and storefront infill. Community District 5.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-4135 - Block 834, lot 29-17 West 32nd Street - Former Aberdeen Hotel - Individual Landmark
A Beaux-Arts style hotel designed by Harry B. Mulliken and built in 1902-04. Application is to install a barrier-free access ramp. Community District 5.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-5104 - Block 1381, lot 63-12 East 67th Street -Upper East Side Historic District
An altered Regency Revival style townhouse built in 1879 and re-designed in 1920 by James Gamble Rogers, and altered in 1978. Application is to alter the façade and create an areaway. Community District 8.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 12-9093 - Block 1409, lot 50-170 East 75th Street- Upper East Side Historic District
Extension
An Arts and Crafts style rowhouse designed by Hill and Stout and built in 1880-81, and converted into an automobile stable in 1902. Application is to construct additions and modify the primary facade and roof dormer. Zoned C1-8X. Community District.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF MANHATTAN 13-4017 - Block 1906, lot 36-239 Lenox Avenue - Mount Morris Park Historic District
A rowhouse built in 1883-84. Application is to install an exhaust duct at the rear facade. Community District 1.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF THE BRONX 13-1693 - Block 2461, lot 94-1030 Grand Concourse - Grand Concourse Historic District
A modern style apartment building designed by Philip Birnbaum and built in 1959-63. Application is to install new canopies and doors. Community District 4.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF THE BRONX 13-2287 - Block 2829, lot 19-1989 Morris Avenue - Morris Avenue Historic District
A rowhouse designed by John Hauser and built in 1906. Application is to legalize the replacement of the stoop, the construction of walls and a gate, and the installation of an areaway fence and windows without Landmarks Preservation Commission permits. Community District 5.

CERTIFICATE OF APPROPRIATENESS
BOROUGH OF THE BRONX 13-5052 - Block 5822, lot 2688-4750 Iselin Avenue - Fieldston Historic District
A mid-20th century Modern style house designed by Nishan Balikhjian and built in 1966-69. Application is to construct a rooftop addition. Zoned R1-2/NA-2. Community District 8. **a21-s4**

TUESDAY, SEPTEMBER 11, 2012

NOTICE IS HEREBY GIVEN THAT PURSUANT to the provisions of 3020 of the New York City Charter and Chapter 3 of Title 24 of the Administrative Code of the City of New York (Sections 25-303 and 25-313) that on **Tuesday, September 11, 2012 at 9:30 A.M.**, at the Landmarks Preservation Commission will conduct a *public hearing* in the Public Meeting Room of the Landmarks Preservation Commission, located at The Municipal Building, 1 Centre Street, 9th Floor North, City of New York with respect to the following proposed Landmarks and Landmark Sites. Any person requiring reasonable accommodation in order to participate in the hearing should call or write the Landmarks Preservation Commission, [Municipal Building, 1 Centre Street, 9th Floor North, New York, NY 10007, (212) 669-7700] no later than five (5) business days before the hearing. There will also be a public meeting on that day.

ITEMS TO BE HEARD

PUBLIC HEARING ITEM NO. 1

LP-2505
THE RAINBOW ROOM, 30 Rockefeller Center, Manhattan
The Rainbow Room, part of the 65th floor interiors, east side, consisting of the fixtures and interior components of this space, including but not limited to, walls and ceiling surfaces, floor surfaces, seating platforms, stage, rotating dance floor, metal railings, lighting fixtures, and mirrors. 30 Rockefeller Plaza, (aka 1240-1256 Avenue of the Americas; 31-81 West 49th Street; 30-64 West 50th Street), Manhattan.

Landmark Site: Borough of Manhattan Tax Map Block 1265, Lot 7501 in part, consisting of the land on which the described building is situated.

PUBLIC HEARING ITEM NO. 2

LP-2397
E. RIDLEY & SONS DEPARTMENT STORE, 315 Grand Street, 321 Grand Street and 59 Orchard Street (aka 64 Allen Street), Manhattan.

Landmark Site: Borough of the Manhattan Tax Map Block 308, Lots 14 and 15

a27-s10

MAYOR'S OFFICE OF ENVIRONMENTAL COORDINATION

NOTICE

NOTICE OF PUBLIC SCOPING

Office of the Deputy Mayor for Economic Development

Draft Scope of Work for a Supplemental Environmental Impact Statement (SEIS) Willets Point Development

Podrán encontrar una traducción al español de esta Notificación en el sitio web EDC: www.nycedc.com/willetspoint

NOTICE IS HEREBY GIVEN THAT a public scoping meeting will be held on Thursday, September 27, 2012, at P.S. 19 Marino Jeantet, 98-02 Roosevelt Avenue, Queens, New York, at 4:30 P.M. The purpose of the scoping meeting is to provide the public with the opportunity to comment on the Draft Scope of Work proposed to be used to develop a Supplemental Environmental Impact Statement (SEIS) for the proposed Willets Point Development. Written comments on the Draft Scope of Work can be submitted to the Mayor's Office of Environmental Coordination until 5:00 P.M. Tuesday, October 9, 2012. Directing that an SEIS be prepared, the Environmental Assessment Statement, Positive Declaration, and Draft Scope of Work were issued by the Office of the Deputy Mayor for Economic Development on August 27, 2012, and are available for review from the contact person listed below and on the websites of the Mayor's Office of Environmental Coordination (www.nyc.gov/oec) and the New York City Economic Development Corporation (www.nycedc.com).

The proposed project would redevelop the Willets Point area to include portions of the CitiField stadium parking areas. The proposal would redevelop the Willets Point/CitiField area with a mix of uses to be completed by 2032. It would incorporate a development substantially similar to that anticipated and analyzed in the 2008 Willets Point Development Plan Final Generic Environmental Impact Statement (FGEIS), as well as a major entertainment/retail component and parking adjacent to CitiField. The project is anticipated to proceed in three phases: by 2018, the remediation and development of an approximately 23-acre portion of the Special Willets Point District with a 200-room hotel, approximately 30,000 square feet of retail space, and a 2,800-space surface parking area/off-season public recreation space; the development of the parking field west of CitiField with "Willets West"—an entertainment and retail center of approximately 1.4 million square feet (one million square feet of gross leasable area) and a 2,900-space parking facility; and the development of a structured parking facility on the westernmost CitiField surface parking lot south of Roosevelt Avenue; by 2028, the surface parking area in the Special Willets Point District would be replaced with approximately 4.23 million square feet of residential, retail, office, hotel, public school, enclosed parking, and public open space uses; and the development of additional structured parking

facilities on the CitiField surface parking lots south of Roosevelt Avenue; and by 2032, completion of the full build-out of the Special Willets Point District substantially as anticipated in the FGEIS. The potential development of retail and office uses on a portion of the CitiField leasehold along Roosevelt Avenue (Lot B), as analyzed in the FGEIS, is also assumed to be completed by 2032. It is also assumed that the recently approved Van Wyck Expressway ramp improvements would be completed by 2024.

The project site consists of three discrete areas. The "Willets Point" portion (the Special Willets Point District) comprises approximately 61.4 acres. The "Willets West" portion comprises an approximately 30.7-acre section of the surface parking field adjacent to CitiField. The "Roosevelt Avenue" portion comprises three CitiField-related surface parking lots (South Lot and Lots B and D) along Roosevelt Avenue, totaling 16.8 acres. In total, the project site comprises 108.9 acres.

It is currently anticipated that the proposed project would seek the following discretionary public approvals:

- Special permit(s) to allow surface parking and recreational uses within the Special Willets Point District;
- Modification of the existing lease for the CitiField property and adjacent parking properties;
- Mayoral and Queens Borough Board approval of the business terms pursuant to New York City Charter Section 384(b)(4); and
- Approval of the New York City Industrial Development Agency (IDA) for the waiver of mortgage recording tax for property within the Special Willets Point District.

In addition to the discretionary approvals listed above, the phasing of the development within the Special Willets Point District will require certain technical revisions to the previously-approved City Maps that modify the staging for the closure of city streets. The revisions would not result in the demapping of any additional city streets beyond those previously approved for demapping. Public Design Commission approval also will be required for the Willets West development.

CEQR Number: 07DME014Q

Lead Agency:
Office of the Deputy Mayor for Economic Development
Robert R. Kulikowski, Ph.D.
Assistant to the Mayor

Sponsoring Agency:
Office of the Deputy Mayor for Economic Development

Contact:
Robert R. Kulikowski, Ph.D.
Mayor's Office of Environmental Coordination
100 Gold Street, 2nd Floor
New York, NY 10038
Email: rkulikowski@cityhall.nyc.gov

SEQRA/CEQR Classification: Type I

Location of Action: The project site is located in Queens, within the northern portion of Flushing Meadows Corona Park adjacent to the CitiField stadium, and within the Willets Point peninsula east of 126th Street. The Willets Point area comprises 128 tax lots and one partial lot located on 14 blocks. Since the FGEIS was completed in 2008, the City has acquired a number of the lots within the District. The portion of the project site east of 126th Street is within the Special Willets Point District and is in Community District 7; the remaining portion of the project site is City parkland and lies outside community district boundaries. The table below lists the tax blocks and lots included in the project site.

Blocks	Lots
1787	20 (partial)
1820	1, 6, 9, 18, 34, 108
1821	1, 6, 16, 25, 27, 35
1822	1, 5, 7, 17, 21, 23, 28, 33, 55, 58
1823	1, 3, 5, 7, 12, 14, 19, 20, 21, 23, 26, 28, 33, 40, 44, 47, 52, 55, 58, 59, 60
1824	1, 12, 19, 21, 26, 28, 33, 38, 40, 45, 53
1825	1, 19, 21, 25, 28, 30, 37, 46, 48, 53, 55, 58
1826	1, 5, 14, 18, 20, 31, 35
1827	1
1828	1, 4, 8, 11, 13, 17, 21, 23, 29, 34, 37, 39
1829	19, 21, 40, 71
1830	1, 9, 10, 21
1831	1, 10, 35
1832	1, 10
1833	1 (partial), 103, 111, 117, 120, 141, 143, 151, 155, 158, 165, 166, 168, 170, 172, 177, 179, 180, 186, 188, 192, 197, 199, 201, 203, 212, 215, 230, 300, 425
2018	1500 (partial)

This Notice of Public Hearing has been prepared pursuant to Article 8 of the New York State Environmental Conservation Law (the State Environmental Quality Review Act (SEQRA)), its implementing regulations found at 6 NYCRR Part 617, and the Rules of Procedure for City Environmental Quality Review found at 62 RCNY Chapter 5, and Mayoral Executive Order 91 of 1977, as amended (CEQR).

a27-29

TRANSPORTATION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, pursuant to law, that the following proposed revocable consents, have been scheduled for a public hearing by the New York City Department of Transportation. The hearing will be held at 55 Water Street,

9th Floor, Room 945 commencing at 2:00 P.M. on Wednesday, September 5, 2012. Interested parties can obtain copies of proposed agreements or request sign-language interpreters (with at least seven days prior notice) at 55 Water Street, 9th Floor SW, New York, NY 10041, or by calling (212) 839-6550.

#1 In the matter of a proposed revocable consent authorizing 1325 Avenue of the Americas, L.P. to continue to maintain and use a clock and an address directional sign on the sidewalk of the northwest corner of West 53rd Street and Avenue of the Americas, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2012 to June 30, 2022 and provides among other terms and conditions for compensation payable to the City according to the following schedule:

For the period July 1, 2012 to June 30, 2022 - \$300

the maintenance of a security deposit in the sum of \$2,500 and the insurance shall be in the amount of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#2 In the matter of a proposed revocable consent authorizing 48-75 Owners Corp. to construct, maintain and use a stoop on the south sidewalk of West 75th Street, east of Columbus Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the date of approval by the Mayor to June 30, 2023 and provides among other terms and conditions for compensation payable to the city according to the following schedule:

From the Approval Date to June 30, 2023 - \$25/annum the maintenance of a security deposit in the sum of \$1,000 and the insurance shall be in the amount of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#3 In the matter of a proposed revocable consent authorizing Clark Halstead to continue to maintain and use a stoop and a fenced-in area on the north sidewalk of East 82nd Street, between First Avenue and Second Avenue, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2012 to June 30, 2022 and provides among other terms and conditions for compensation payable to the City according to the following schedule:

For the period from July 1, 2012 to June 30, 2022 - \$124 the maintenance of a security deposit in the sum of \$3,000 and the insurance shall be the amount of One Million Dollars (1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#4 In the matter of a proposed revocable consent authorizing Downstate at LICH Holding Company, Inc. to continue to maintain and use planted areas with surrounding fences on the west sidewalk of Henry Street and planted area, together with exterior stairway, with surrounding fence on the north sidewalk of Amity Street, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from July 1, 2012 to June 30, 2022 and provides among others terms and condition for compensation payable to the city according to the following schedule:

For the period July 1, 2012 to June 30, 2022 - \$2,289/annum

the maintenance of a security deposit in the sum of \$7,000 and the insurance shall be in the amount of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#5 In the matter of a proposed revocable consent authorizing The Metropolitan Transportation Authority to construct, maintain and use security bollards on the south sidewalk of Hanson Place, east of Flatbush Avenue, east sidewalk of Flatbush Avenue, south of Hanson Place, south sidewalk of 4th Avenue, west of Flatbush Avenue, west sidewalk of Flatbush Avenue, south of 4th Avenue and east sidewalk of Atlantic Avenue between 4th Avenue and Flatbush Avenue, in the Borough of Brooklyn. The proposed revocable consent is for a term of ten years from the date Approval by the mayor to June 30, 2022.

There shall be no compensation required for this revocable consent

There is no security deposit and the insurance shall be the amount of One Million Dollars (1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#6 In the matter of a proposed revocable consent authorizing The Metropolitan Transportation Authority to construct, maintain and use security bollards on the north sidewalk of John Street between Broadway & Nassau Street, east sidewalk of Broadway between John Street & Fulton Street and the south sidewalk of Fulton Street between Broadway & Nassau Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from the date Approval by the mayor to June 30, 2022.

There shall be no compensation required for this revocable consent

There is no security deposit and the insurance shall be the amount of One Million Dollars (1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

#7 In the matter of a proposed revocable consent authorizing The Justice John Jay Condominium. to continue to maintain and use an entrance detail on the south sidewalk of Jay Street, east of Greenwich Street, in the Borough of Manhattan. The proposed revocable consent is for a term of ten years from July 1, 2010 to June 30, 2020 and provides among other terms and conditions for compensation payable to the City according to the following schedule:

For the period July 1, 2010 to June 30, 2011 - \$1,104
For the period July 1, 2011 to June 30, 2012 - \$1,030
For the period July 1, 2012 to June 30, 2013 - \$1,441
For the period July 1, 2013 to June 30, 2014 - \$1,481
For the period July 1, 2014 to June 30, 2015 - \$1,521
For the period July 1, 2015 to June 30, 2016 - \$1,561
For the period July 1, 2016 to June 30, 2017 - \$1,601
For the period July 1, 2017 to June 30, 2018 - \$1,641

For the period July 1, 2018 to June 30, 2019 - \$1,681
For the period July 1, 2019 to June 30, 2020 - \$1,721

the maintenance of a security deposit in the sum of \$2,000 and the insurance shall be the amount of One Million Dollars (1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate.

a15-s5

YOUTH AND COMMUNITY DEVELOPMENT

■ MEETING

The Department of Youth and Community Development (DYCD) Youth Board and WIB Youth Council with meet on September 6, 2012 at 9:00 A.M. at DYCD, 156 William Street, 2nd Floor. This meeting is open to the public. For security purposes, all those interested in attending must provide their contact information by close of business Tuesday, September 4, 2012, to Ruma Debi at rdebi@dycd.nyc.gov

a20-31

PROPERTY DISPOSITION

CITYWIDE ADMINISTRATIVE SERVICES

OFFICE OF CITYWIDE PURCHASING

■ NOTICE

Beginning in August, The Department of Citywide Administrative Services, Office of Citywide Purchasing, will be selling surplus assets on the internet. Visit <http://www.publicsurplus.com/sms/nycdcas.ny/browse/home>. To begin bidding, simply click on "Register" on the home page. There are no fees to register. Offerings may include but are not limited to: office supplies/equipment, furniture, building supplies, machine tools, HVAC/plumbing/electrical equipment, lab equipment, marine equipment, and more. Public access to computer workstations and assistance with placing bids is available at the following locations:

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

jj24-d1

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.

jj1-d31

PROCUREMENT

"Compete To Win" More Contracts! Thanks to a new City initiative - "Compete to Win" - the NYC Department of Small Business Services offers a new set of FREE services to help create more opportunities for minority and women-owned businesses to compete, connect and grow their business with the City. With NYC Construction Loan, Technical Assistance, NYC Construction Mentorship, Bond

Readiness, and NYC Teaming services, the City will be able to help even more small businesses than before.

Win More Contracts at nyc.gov/competetowin

The City of New York is committed to achieving excellence in the design and construction of its capital program, and building on the tradition of innovation in architecture and engineering that has contributed to the City's prestige as a global destination.

ADMINISTRATION FOR CHILDREN'S SERVICES

SOLICITATIONS

Human/Client Services

NON-SECURE DETENTION GROUP HOMES - Negotiated Acquisition - Judgment required in evaluating proposals - PIN# 06811N0004 - DUE 05-31-13 AT 2:00 P.M.

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

j1-n14

CAMPAIGN FINANCE BOARD

SOLICITATIONS

Goods & Services

CHINESE AND KOREAN TRANSLATION, PROOFREADING, AND FORMATTING SERVICES - Request for Proposals - PIN# 004201300002 - DUE 10-04-12 AT 5:00 P.M.

BENGALI TRANSLATION, PROOFREADING, AND FORMATTING SERVICES - Request for Proposals - PIN# 004201300003 - DUE 10-04-12 - For Voter Guides covering the citywide elections in 2013

SPANISH TRANSLATION AND PROOFREADING SERVICES - Request for Proposals - PIN# 004201300001 - DUE 10-04-12 AT 5:00 P.M. - For Voter Guides covering the citywide elections in 2013

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.

a28

CITY UNIVERSITY

SOLICITATIONS

Construction/Construction Services

CONVERSION OF LABORATORIES SCIENCE BUILDING - 2ND FLOOR - Competitive Sealed Bids - PIN# CITYWCUCF010904-GC - DUE 09-28-12 AT 12:00 P.M. - General Contractor to provide all labor, material, and equipment necessary for the renovation of existing laboratories located at Queens College.

A mandatory site visit and pre-bid meeting has been scheduled for September 7, 2012 at 10:00 A.M. with a sign-in location at the Queens College Science Building, 1st Floor, located at 65-30 Kissena Blvd., Flushing, NY 11367.

CONVERSION OF LABORATORIES SCIENCE BUILDING - 2ND FLOOR - Competitive Sealed Bids - PIN# CITYWCUCF010904-EL - DUE 09-28-12 AT 12:00 P.M. - Electrical Contractor to provide all labor, material, and equipment necessary for the renovation of existing laboratories located at Queens College.

service, distribution, lighting, audio-visual and telecommunications systems, and fire alarm system modifications, as required by the plans and specifications. The expected construction cost range is between \$600,000.00 and \$740,000.00. The MBE participation goal for this project is 12 percent; the WBE participation goal is 8 percent.

A mandatory site visit and pre-bid meeting has been scheduled for September 7, 2012 at 11:00 A.M. with a sign-in location at the Queens College Science Building, 1st Floor, located at 65-30 Kissena Blvd., Flushing, NY 11367.

Organizations not in attendance will be disqualified and subsequent bids will be found non-responsive.

CONVERSION OF LABORATORIES SCIENCE BUILDING - 2ND FLOOR - Competitive Sealed Bids - PIN# CITYWCUCF010904MECH - DUE 09-28-12 AT 12:00 P.M. - Mechanical Contractor to provide all labor, material, and equipment necessary for the renovation of existing laboratories located at Queens College.

The expected construction cost range is between \$660,000.00 and \$800,000.00. The MBE participation goal for this project is 12 percent; the WBE participation goal is 8 percent. The successful Bidder will also be required to demonstrate the 5 percent trade self-performance requirements for this project.

A mandatory site visit and pre-bid meeting has been scheduled for September 7, 2012 at 11:00 A.M. with a sign-in location at the Queens College Science Building, 1st Floor, located at 65-30 Kissena Blvd., Flushing, NY 11367.

Organizations not in attendance will be disqualified and subsequent bids will be found non-responsive.

CONVERSION OF LABORATORIES SCIENCE BUILDING - 2ND FLOOR - Competitive Sealed Bids - PIN# CITYWCUCF010904-PL - DUE 09-28-12 AT 12:00 P.M. - Plumbing Contractor to provide all labor, material, and equipment necessary for the renovation of existing laboratories located at Queens College.

A mandatory site visit and pre-bid meeting has been scheduled for September 7, 2012 at 11:00 A.M. with a sign-in location at the Queens College Science Building, 1st Floor, located at 65-30 Kissena Blvd., Flushing, NY 11367. Organizations not in attendance will be disqualified and subsequent bids will be found non-responsive.

Bid documents may be downloaded from the "Bid Opportunities" section at www.stvinc.com. A CD containing the Bid documents in PDF format will also be available for pickup at STV Construction, Inc.

All pre-bid questions must be in writing and must be received by no later than 4:00 P.M. on September 11, 2012 in order to obtain response by addendum prior to bid opening.

Proper identification will be required at the CUNY ground floor entrance such as Driver's License or Passport. No electronic or fax bids will be accepted. Late bids will not be opened.

Bids will be opened at the offices of the City University of New York on September 28, 2012 at 12:15 P.M. No more than two representatives per firm may attend the bid opening.

Any problems receiving the documents should be reported to cuny.builds@mail.cuny.edu. All other communication must go through STV Construction, Inc.

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.

STV Construction, Inc., 233 Park Avenue South, 6th Floor, New York, NY 10003. Paul Usuriello (212) 505-4915; paul.usuriello@stvinc.com STV Construction Inc., c/o City University of New York (CUNY), 555 West 57th Street, 11th Floor, Reception, Room 1140, New York, NY 10019.

a28

RENOVATION OF THE FIELD BUILDING AT BARUCH COLLEGE - PHASE 1 A DATA CENTER - Competitive Sealed Bids - PIN# BA-CUCF-08-09-02 - DUE 10-03-12 AT 12:00 P.M. - The work is being bid as a single prime GC contract with the expected cost ranging from \$900,000 to \$1,000,000.

Bid documents will be available for downloading starting Tuesday, August 28, 2012 at 12:00 Noon at www.lirobiddocuments.com. Prospective bidders may also request bid documents on electronic media in a CD or DVD format.

A mandatory site visit and pre-bid conference has been scheduled for Wednesday, September 5, 2012 at 10:00 A.M. Bidders are encouraged to invite potential subcontractors and/or suppliers to the site visit and pre-bid meeting. All Bidders are to meet in the Lobby at Baruch College's Field Building located at 17 Lexington Avenue, New York, NY 10010.

All pre-bid questions must be submitted in writing to fitzpatrickl@liro.com by no later than 4:00 P.M. on Friday, September 14, 2012.

The M/WBE goals for this project are 12 percent for MBE and 8 percent for WBE. All work is being performed under and the bidder will be required to assent to the terms of a Project Labor Agreement.

No electronic or fax bids will be accepted. Late bids will not be opened.

Bids will be opened at the offices of the City University of New York (CUNY) located in Conference Room B on the 10th Floor at 555 West 57th Street, New York, N.Y. 10019 at 2:00 P.M., Wednesday, October 3, 2012. Bidders are requested to

limit attendance to no more than two representatives. Any problems receiving the Bid Documents should be reported to cuny.builds@mail.cuny.edu. All other questions and communications must be directed to LiRo Program and Construction Management, P.C., at fitzpatrickl@liro.com. This project is governed by the NYS Procurement Lobby Act set forth in State Finance Law Sections 139-j and 139-k.

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.

LiRo Program and Construction Management, P.C. Attention: Lawrence Fitzpatrick, 111 Broadway, Suite 501, New York, N.Y. 10006; (646) 660-6057; Fax: (212) 563-1841; fitzpatrickl@liro.com LiRo Program and Construction Management, P.C., Attention: Lawrence Fitzpatrick, c/o City University of New York (CUNY), 555 West 57th Street, 11th Floor, New York, NY 10019.

a28

CITYWIDE ADMINISTRATIVE SERVICES

SOLICITATIONS

Services (Other Than Human Services)

GREEN LIGHTING RESOURCE CENTER - Negotiated Acquisition - PIN# 85612N0003 - DUE 09-07-12 AT 3:00 P.M. - The Department of Citywide Administrative Services ("DCAS") intends to enter into negotiations with Green Light New York, Inc., for the delivery of resources needed by the New York City Lighting Community (including the design, construction and real estate communities) to install quality, efficient lighting systems.

It is anticipated that the term of the contract will be five years.

The agency is utilizing the negotiated acquisition method as there is a limited number of suppliers available and able to perform this work.

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

Department of Citywide Administrative Services, 1 Centre Street, 18th Floor, New York, NY 10007. Erkan Solak (212) 386-0448; esolak@dcas.nyc.gov

a22-28

OFFICE OF CITYWIDE PURCHASING

SOLICITATIONS

Services (Other Than Human Services)

PUBLIC SURPLUS ONLINE AUCTION - Other - PIN# 856000 - DUE 07-30-14

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

Department of Citywide Administrative Services, 66-26 Metropolitan Avenue, Queens Village, NY 11379. Donald Lepore (718) 417-2152; Fax: (212) 313-3135; dlepore@dcas.nyc.gov

iy25-j10

MUNICIPAL SUPPLY SERVICES

AWARDS

Goods

UNI-GOLD HIV TEST KITS-SOLE SOURCE - Sole Source - Available only from a single source - PIN# 8571200293 - AMT: \$397,200.00 - TO: BioPool US Inc. DBA Trinity BioTech Dist., 2823 Girts Road, Jamestown, NY 14701. Trinity BioTech, Inc. is the sole supplier of the Uni Gold Recombigen HIV Product.

a28

MAIL INSERTER MACHINES - FISA - Intergovernmental Purchase - PIN# 8571300013 - AMT: \$467,017.09 - TO: Pitney Bowes Inc., 1 Elmcraft Road, Stamford, CT 06926. OGS PC#65205.

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

a28

VENDOR LISTS

Goods

EQUIPMENT FOR DEPARTMENT OF SANITATION - In accordance with PPB Rules, Section 2.05(c)(3), an acceptable brands list will be established for the following equipment for the Department of Sanitation:

- A. Collection Truck Bodies
B. Collection Truck Cab Chassis
C. Major Component Parts (Engine, Transmission, etc.)

Applications for consideration of equipment products for inclusion on the acceptable brands list are available from: Mr. Edward Andersen, Procurement Analyst, Department of Citywide Administrative Services, Office of Citywide Procurement, 1 Centre Street, 18th Floor, New York, NY 10007. (212) 669-8509.

j5-d31

OFFICE OF EMERGENCY MANAGEMENT

INTENT TO AWARD

Services (Other Than Human Services)

MAINTENANCE AND SUPPORT FOR THE VIRTUAL REALITY SIMULATOR - Sole Source - Available only

from a single source - PIN# 01713S0001 – DUE 09-10-12 AT 9:00 A.M. – The New York City Office of Emergency Management (OEM) intends to enter into sole source negotiations with Environmental Tectonics Corp. (ETC) to provide maintenance and support for the Agency’s virtual reality simulator, which allows participants to exercise emergency scenarios in a shared, interagency environment.

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. Office of Emergency Management, 165 Cadman Plaza East, Brooklyn, NY 11201. Brian Genzman (718) 422-4867; Fax: (718) 246-6011; procurement@oem.nyc.gov

a24-30

ENVIRONMENTAL PROTECTION

SOLICITATIONS

Construction / Construction Services

MAIN SEWAGE PUMPS AND PIPING REPLACEMENT AT BOWERY BAY WASTEWATER TREATMENT PLANT, QUEENS – Competitive Sealed Bids – PIN# 82611WP01262 – DUE 10-09-12 AT 11:30 A.M. – PROJECT NO. BB-61. Document Fee: \$100.00. There will be a pre-bid conference on 9/5/12 at 10:00 A.M. at the Bowery Bay WWTP, 43-01 Berrian Blvd., Astoria, NY 11105. Project Manager, Cindy Szlaien, (347) 923-8488. The last day for questions will be 9/27/12. Please send all questions by email to cszlaien@dep.nyc.gov. Please be advised, this contract is subject to the Project Labor Agreement.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above. Department of Environmental Protection, 59-17 Junction Blvd., 17th Floor, Flushing, NY 11373. G. Hall (718) 595-3236; ghall@dep.nyc.gov

a28

AGENCY CHIEF CONTRACTING OFFICER

INTENT TO AWARD

Services (Other Than Human Services)

USGS O AND M13 – Government to Government – PIN# 82613WS00013 – DUE 09-10-12 AT 4:00 P.M. – DEP intends to enter into a Government to Government procurement Agreement with US Geological Survey for USGS O and M13: for the USGS Hydrological Gauge Network. Any firm which believes it can also provide the required service in the future is invited to so, indicated by letter which must be received no later than September 10, 2012, 4:00 P.M. at Department of Environmental Protection, Agency Chief Contracting Officer, 59-17 Junction Blvd., 17th Floor, Flushing, NY 11373. Attn: Ms. Debra Butlien, dbutlien@dep.nyc.gov, (718) 595-3423; Fax: (718) 595-3208.

a24-30

FINANCE

CONTRACTS

INTENT TO AWARD

Services (Other Than Human Services)

LOCKBOX SERVICES FOR SHERIFF INCOME EXECUTION SYSTEM – Negotiated Acquisition – Available only from a single source - PIN# 83610N0001CNVN001 – DUE 09-14-12 AT 3:00 P.M.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above. Department of Finance, 1 Centre Street, New York, NY 10007. Jean Kressner (212) 669-3896; Fax: (212) 669-8283; kressnerj@finance.nyc.gov

a24-30

HEALTH AND HOSPITALS CORPORATION

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

j1-d31

HEALTH AND MENTAL HYGIENE

AGENCY CHIEF CONTRACTING OFFICER

SOLICITATIONS

Human / Client Services

NEW YORK/NY III SUPPORTED HOUSING CONGREGATE – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# 81608PO076300R0X00-R – DUE 09-18-12 AT 4:00 P.M. – The Department is issuing a RFP to establish 3,000 units of citywide supportive housing in newly constructed or rehabilitated single-site buildings for various homeless populations pursuant to the New York III Supported Housing agreement. The subject RFP will be open-ended and proposals will be accepted on an on-going basis. The RFP is available on-line at http://www.nyc.gov/html/doh/html/acco/acco-rfp-nynycongregate-20070117-form.shtml. A pre-proposal conference was held on March 6, 2007 at 2:00 P.M. at 125 Worth Street, 2nd Floor Auditorium, New York, N.Y. Any questions regarding this RFP must be sent in writing in advance to Contracting Officer at the above address or e-mailed to the above address. All proposals must be hand delivered at the Agency Chief

Contracting Officer, Gotham Center, CN#30A, 42-09 28th Street, 17th Floor, Queens, NY 11101-4132, no later than September 18, 2012.

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

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above. Health and Mental Hygiene, ACCO, Gotham Center, CN#30A, 42-09 28th Street, 17th Floor, Queens, NY 11101-4132. Huguette Beauport (347) 396-6633; hbeauport@health.nyc.gov

a6-s17

HOUSING AUTHORITY

SOLICITATIONS

Goods & Services

GSD – CONSULTANT TO PROVIDE AN AFTER SCHOOL PROGRAM FOR EMPOWERMENT OF TEEN WOMEN-LINDEN HOUSES – Request for Proposals – PIN# 29692,1 – DUE 09-21-12 AT 2:00 P.M. – NYCHA, in conjunction with the Linden Houses Resident Association (“the Resident Association or the “RA”), is soliciting proposals from qualified individuals or entities (the “Candidate(s)”) to provide an after school program and related services for up to 15 young women between the ages of 13 - 18 (the “Services”). The Services will be provided to young women who are residents of Linden Houses and other nearby NYCHA developments to assist them in building self esteem, choosing healthy lifestyles, developing leadership skills, and reducing incidents of crime and teenage pregnancy. In order to be considered, each proposer must possess a minimum of two year’s experience in providing services similar to, or the same as, the Services described in this Solicitation, to similar low-income populations of youth, and proven knowledge regarding the types of programs and activities of interest to the targeted population. In the event that a Proposer has a question concerning this RFP, they should be submitted in writing to the Solicitation Coordinator, Miriam Rodgers at NYCHA, General Services Dept., 90 Church Street, 12th Floor, New York, NY 10007 or via e-mail: Miriam.Rodgers@nycha.nyc.gov (c: Jacques.Barbot@nycha.nyc.gov and Sabrina.Steverson@nycha.nyc.gov) no later than Monday, September 10, 2012 at 4:00 P.M. The subject line of the e-mail must clearly denote the title of the RFP for which questions are being asked. All questions and answers will be shared with all the Proposers receiving this RFP no later than Friday, September 14, 2012 at 4:00 P.M. Proposers should refer to Section IV. of the Solicitation for details on the submission procedures and requirements.

Interested firms may obtain a copy on the NYCHA’s website: Http://www.nyc.gov/nychabusines Click on “Doing Business With NYCHA”. Vendors are instructed to access the “Selling Goods and Services to NYCHA” link; then click on “Getting Started” to access and create a log-in. Upon access, reference applicable RFQ number per solicitation ID. Vendors electing to obtain a non-electronic bid (paper document) will be subject to a \$25.00 non-refundable fee; payable to NYCHA by USPS-Money Order/Certified Check only for each RFQ/RFP document requested. Remit payment to NYCHA Finance Dept. at 90 Church Street, 6th Floor; obtain receipt and present it to 12th Floor, General Services Procurement Group. A bid package will be generated at time of request. Electronic Responses are not permissible. Each proposer is required to submit one (1) signed original and two (2) copies of its original proposal package to NYCHA, General Services Dept., 90 Church St., 12th Fl., New York, NY 10007. Attn: Miriam Rodgers, Solicitation Coordinator-RFP-29692,1 no later than 2:00 P.M. on the date of the proposal submission deadline, Friday, September 21, 2012. Proposals will be evaluated using the criteria as outlined in Section IV.D.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above. Housing Authority, 90 Church Street, 12th Floor, New York, NY 10007. Miriam Rodgers (212) 306-3469; miriam.rodgers@nycha.nyc.gov

a28

HOUSING PRESERVATION & DEVELOPMENT

AWARDS

Services (Other Than Human Services)

MAILING SERVICES FOR THE OFFICE OF ENFORCEMENT AND NEIGHBORHOOD SERVICES – Required/Authorized Source – PIN# 80620121442601 – AMT: \$3,017,762.34 – TO: New York State Industries for the Disabled, Inc., 11 Columbia Circle Drive, Albany, NY 12203.HPD is legally mandated to provide notice at Violations to city building owners on an annual basis.

a28

MAINTENANCE

AWARDS

Construction Related Services

EMERGENCY DEMOLITION – Competitive Sealed Bids/Pre-Qualified List – Specifications cannot be made sufficiently definite - PIN# 80621031400497 – AMT: \$216,969.00 – TO: Gateway Demolition, Corp., 134-22 32nd Avenue, Flushing, NY 11354. ● EMERGENCY DEMOLITION – Competitive Sealed Bids/Pre-Qualified List – Specifications cannot be made sufficiently definite - PIN# 80620131400562 –

AMT: \$294,444.00 – TO: A. Russo Wrecking, Inc., 67 East Avenue, Lawrence, NY 11559.

a28

NEIGHBORHOOD PRESERVATION

AWARDS

Human / Client Services

HOUSING PRESERVATION INITIATIVE – BP/City Council Discretionary – PIN# 80620121442601 – AMT: \$150,000.00 – TO: MHANY Management, Inc., 2-4 Nevins Street, Brooklyn, NY 11217. ● HOUSING PRESERVATION INITIATIVE – BP/City Council Discretionary – PIN# 80620121442062 – AMT: \$200,000.00 – TO: Pratt Institute, 200 Willoughby Avenue, Brooklyn, NY 11205.

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TENANT RESOURCES

AWARDS

Services (Other Than Human Services)

CONSULTING SERVICES FOR SECTION 8 PROGRAM – Competitive Sealed Proposals – Judgment required in evaluating proposals - PIN# 80620130003048 – AMT: \$300,000.00 – TO: Edgemere Consulting Corporation, 330 Lynnway, Suite 107, Lynn, MA 01901.

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PARKS AND RECREATION

REVENUE AND CONCESSIONS

SOLICITATIONS

Services (Other Than Human Services)

OPERATION AND MAINTENANCE OF A SNACK BAR AT DAG HAMMARSKJOLD PARK, MANHATTAN – Request for Proposals – PIN# M203C-SB2012 – DUE 10-17-12 AT 3:00 P.M. – If you have a hearing impairment, please call the following toll-free number and leave a message on the Telecommunication Device for the Deaf (TDD). The TDD number is 212-504-4115.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above. Parks and Recreation, The Arsenal-Central Park, 830 Fifth Avenue, Room 407, New York, NY 10021. Charles Kloth (212) 360-3426; charles.kloth@parks.nyc.gov

a17-30

SCHOOL CONSTRUCTION AUTHORITY

CONTRACT ADMINISTRATION

SOLICITATIONS

Construction / Construction Services

EXTERIOR MASONRY, FLOOD ELIMINATION, SUPPORT ELEMENTS – Competitive Sealed Bids – PIN# SCA13-14154D-1 – DUE 09-17-12 AT 11:00 A.M. – PS 184 (Brooklyn). Price of Documents: \$100.00 certified check or money order made payable to the New York City School Construction Authority. Project Range: \$2,240,000.00 to \$2,360,000.00.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above. School Construction Authority, 30-30 Thomson Avenue, Long Island City, NY 11101. Kevantae Idlett (718) 472-8360; kidlett@nycsca.org

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SPECIAL MATERIALS

LABOR RELATIONS

NOTICE

2008 - 2010 SOCIAL SERVICES & RELATED TITLES

AGREEMENT entered into this 17th day of August, 2012 by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the New York City Health and Hospitals Corporation (hereinafter referred to jointly as the “Employer”), and District Council 37, AFSCME, AFL-CIO, and its affiliated Locals 154, 371, 768, 957, 1070, 1113, 1457, 1759 and 2021 (hereinafter referred to jointly as the “Union”), for the twenty-four (24) month period from March 3, 2008 to March 2, 2010.

WITNESSETH:

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

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

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

Title	Title Code Number
Addiction Counselor (including Levels)	000550, 000530
Addiction Specialist (including specialties)	56070/71, 560700
Administrator of Youth Services (including specialties)	51450/52
After School Program Specialist (Youth Board)	05164
Alcoholism Counselor	95437
Area Services Coordinator	22557
Assistant Addiction Counselor	000540
Assistant Administrator of Youth Services	51448
Assistant Area Services Coordinator	22556
Assistant Community Liaison Worker	56092, 560920
Assistant Community Liaison Worker (JOP)	09525
Assistant Community Liaison Worker (OTB)	05589
Assistant Educational Counselor (DJJ)	05056
Assistant Institutional Teacher (DJJ)	60370
Assistant Program Specialist (DOC) **	60947
Assistant Superintendent of Bridge House	52276
Assistant Superintendent of Welfare Shelters	52275
Assistant Supervisor of Youth Services (including specialties)	51440, 51442
Assistant Youth Services Specialist	51436
Associate Claim Examiner	30721
Associate Contract Specialist	40562
Associate Correctional Counselor	51274
Associate Fraud Investigator	31118
Associate Human Rights Specialist	55038
Associate Inspector (DCA)	33996
Associate Investigator	31121
Associate Job Opportunity Specialist (certified April 27, 2005)	52316
Associate Juvenile Counselor	52300
Associate Market Agent	33973
Associate Personnel Investigator	31122
Associate Program Officer (DFTA)	51455
Case Aide	52291
Caseworker	52304, 523040
Caseworker Trainee	52301
Child and Family Specialist	52408
Child Protective Specialist Level I, II	52366
Child Protective Specialist Supervisor Level I, II	52367
Child Welfare Specialist Level I, II	52369
Child Welfare Specialist Supervisor Level I, II	52370
Children's Counselor (Per Diem)	51510
Children's Counselor	51510, 515100
Claim Examiner	30705
Claim Specialist	30726
Community Assistant	56056, 560560
Community Associate	56057, 560570
Community Coordinator	56058, 560580
Community Liaison Trainee	56091, 560910
Community Liaison Worker	56093, 560930
Community Liaison Worker (JOP)	09528
Community Liaison Worker (OTB)	03703
Community Organization Specialist (Urban Renewal)	22116
Community Service Aide (including SAP)	52406, 524060
Community Service Aide (JOP)	09529
Compliance Aide (JOP)	09530
Congregate Care Specialist	52450
Consultant (Day Camp)	51614
Consultant (Early Childhood Education)	51611
Consultant (Mental Health Standards & Services)	51000
Consultant (Public Health Social Work)	51613
Contract Specialist	40561
Correctional Counselor	51273
Correctional Standards Review Specialist	52615, 06140
Counselor (Addiction Treatment) (Including Levels)	51214
Day Care Eligibility Worker	09551, 52305
Decedent Property Agent	10142
Decedent Property Agent (Queens County)	06665
Decedent Property Agent (Kings County) (cert. 7.11.07)	06775
Educational Counselor (DJJ)	05055
Employee Assistance Counselor (OTB)	05738
Family Preservationist (DJJ)	51595
Field Investigation Specialist (Law Department)	06426
Fraud Investigator (DOSS)	05148
Fraud Investigator	31113
Head Juvenile Counselor	52299
Home Aide	52404
Home Economist	50510
Home Economist Trainee	50501
Homemaker	52405
Hospital Care Investigator	52342, 523420
Houseparent	52437
Houseparent Aide	09715, 52434
Human Resources Aide	56001
Human Resources Specialist (including specialties)	56020, 56021
Human Resources Technician (including specialties)	56006, 56007
Human Rights Specialist	55016
Human Rights Specialist (CCHR)	55018, 06042
Inspector (DCA)	33995
Institutional Teacher (DJJ)	60371
Investigator Trainee	31101
Investigator	31105
Investigator (CCRB)	06157
Investigator (Discipline) [DOS, HRA, DJJ, DOC, DOH, & DPR only]	06316
Investigator (Employee Discipline) (cert. 7-2006)	06618
Investigator (OTB)	05536
Job Opportunity Specialist	52314
Junior Human Rights Specialist	55017
Juvenile Counselor	52295
Market Aide	33971

Market Agent	33972
Mental Health Worker	51262
Peer Counselor (including Levels) (cert. 6-2005)	51218, 983510-30
Personnel Investigator	31107
Precinct Community Relations Aide	56059
Precinct Community Relations Assoc.	56064
Precinct Community Relations Coordinator	56065
Principal Children's Counselor	51565, 515650
Principal Community Liaison Worker (w/certain exceptions)	56095, 560950
Principal Community Liaison Worker (OTB)	05583
Principal Correctional Counselor	51277
Principal Home Economist	50565
Principal Hospital Care Investigator	52345, 523450
Principal Human Rights Specialist	55076
Principal Human Rights Specialist (CCHR)	55077
Principal Juvenile Counselor	52297
Principal Senior Citizen Specialist	09223
Program Coordinator (DJJ)	51597
Program Evaluator	52416
Program Officer (DFTA)	51454
Program Specialist (Correction) (including Levels)	60948
Research Assistant (Behavioral Sciences)	21740
Protection Agent (ACS) (cert. 1.28.09)	06771
Sanitation Compliance Agent	71685
Senior Addiction Counselor	966970, 966980
Senior Addiction Specialist (including specialties)	56072, 56075
Senior Area Services Coordinator	22558
Senior Children's Counselor	51535, 515350
Senior Citizen Aide (DFTA)	02828, 52402
Senior Citizen Specialist I (DFTA)	02735
Senior Citizen Specialist II (DFTA)	02899
Senior Citizen Specialist II (JOP)	09538
Senior Claim Examiner	30710
Senior Community Liaison Worker	56094, 560940
Senior Community Liaison Worker (OTB)	03895
Senior Community Organization Specialist (Urban Renewal)	22126
Senior Consultant (Early Childhood Education)	51636, 516360
Senior Consultant (Mental Health Standards & Services)	54810
Senior Consultant (Psychiatric Nursing)	51019
Senior Consultant (Public Health Social Work)	51638
Senior Counselor (Addiction Treatment) (To be deleted)	51216
Senior Homemaker	52407
Senior Hospital Care Investigator	52343, 523430
Senior Houseparent	52438
Senior Human Resources Specialist (including specialties)	56030, 56031
Senior Human Resources Technician (including specialties)	56011, 56012
Senior Institutional Teacher (DJJ)	05054
Senior Inspector of Ports and Terminals	33986
Senior Investigator	31110
Senior Investigator (OTB)	03805
Senior Juvenile Counselor	52296
Senior Mental Health Worker	51263
Senior Program Specialist (Correction) (To be deleted)	60949
Senior Social Worker (HCF)	004770
Social Worker	52613, 526130-80
Superintendent of Adult Institutions	52279
Superintendent of Bridge House	52281
Supervising Area Services Coordinator	22559
Supervising Children's Counselor	51560
Supervising Claim Examiner	30715
Supervising Correctional Counselor	51275
Supervising Counselor (Addiction Treatment) (To be deleted)	51217
Supervising Custodian of Children	52298
Supervising Home Economist	50560
Supervising Hospital Care Investigator	52344, 523440
Supervising Human Resources Specialist (including specialties)	56040, 56045
Supervising Human Rights Specialist	55036
Supervising Human Rights Specialist (CCHR)	55037
Supervising Inspector of Ports & Terminals	33987
Supervising Investigator	31115
Supervising Investigator (OTB)	03764
Supervising Mental Health Worker	51264
Supervisor (Methadone Treatment Center)	51247
Supervisor of Child Care	52315
Supervisor of Investigators (CCRB)	31166
Supervisor of Youth Services (including specialties)	51444, 51446
Supervisor I (Social Work)	52631, 526310
Supervisor II (Social Work)	52632, 526320
Supervisor III (Social Work)	52633, 526330
Supervisor I (Social Service)	52311
Supervisor II (Social Service)	52312
Supervisor III (Social Service)	52313
Teacher Aide (Day Care Center)	02933, 029330
Youth Coordinator (Youth Services)	51402
Youth Services Specialist	51438

**** To be deleted**

Section 2.

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

ARTICLE II - DUES CHECKOFF

Section 1.

a. The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."

b. Any Employee may consent in writing to the authorization of the deduction of dues from the

Employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the Employee.

Section 2.

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

ARTICLE III - SALARIES

Section 1.

a. This Article III is subject to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject to the limitations of applicable provisions of law.

b. Except as otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 35 hours. The normal work week for Employees in the titles of Community Assistant and Houseparent Aide shall be 40 hours and for employees in the titles of Houseparent and Senior Houseparent shall be 60 hours. In accordance with Article IX, Section 24 of the 1995 – 2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum employee. An Employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such Employee and the number of hours in the said normal work week, unless otherwise specified.

c. Employees who work on a part time per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate pro-rata portion of such salary adjustment computed as follows, unless otherwise specified:

- Per diem rate - 1/261 of the appropriate minimum basic salary.
- Hourly Rate - 35 hour week basis - 1/1827 of the appropriate minimum basic salary.
- 37-1/2 hour week basis - 1/1957.5 of the appropriate minimum basic salary.
- 40 hour week basis - 1/2088 of the appropriate minimum basic salary.
- 60 hour week* basis - 1/3132 of the appropriate minimum basic salary.

* All time in full pay status in a calendar week in excess of 40 hours shall be paid at the rate of time and one-half (1-1/2x).

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

Section 2.

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

a. Effective March 3, 2008

	i. Minimum		
	(1) Hiring	(2) Incumbent	ii. Maximum
	Rate	Rate	
Addiction Counselor ####			
Level I	\$40,083	\$46,095	\$58,878
Level II	\$43,328	\$49,827	\$62,410
Addiction Specialist (incl. spec.) #####	\$29,743	\$34,205	\$40,212
Admin. of Youth Services (incl. spec.)	\$53,866	\$61,946	\$74,020
After School Program Spec. (YB) *	\$27.50	\$31.62	Per Hour
Alcoholism Counselor	\$33,632	\$38,677	\$51,719
Area Services Coordinator	\$41,411	\$47,623	\$60,414
Assistant Addiction Counselor	\$33,632	\$38,677	\$51,719
Asst. Administrator of Youth Services	\$48,751	\$56,064	\$68,596
Asst. Area Services Coordinator	\$33,632	\$38,677	\$51,719
Asst. Community Liaison Worker	\$26,408	\$30,369	\$37,140
Asst. Community Liaison Worker (JOP)	\$26,408	\$30,369	\$37,140
Asst. Community Liaison Worker (OTB)			
Asst. Educational Counselor (DJJ)	\$27,517	\$31,644	\$37,710
Assistant Institutional Teacher (DJJ)	\$27,517	\$31,644	\$37,710
Asst. Program Specialist (DOC)	\$36,299	\$41,744	\$56,064
Asst. Superintendent of Bridge House	\$29,743	\$34,205	\$37,140
Asst. Superintendent of Welfare Shelters	\$48,751	\$56,064	\$68,596
Asst. Supvr. of Youth Services (incl. spec.)	\$37,637	\$43,283	\$56,064
Assistant Youth Services Specialist	\$28,630	\$32,924	\$37,140
Associate Claim Examiner **	\$27,517	\$31,644	\$37,710
Level I	\$41,411	\$47,623	\$62,484
Level II	\$48,751	\$56,064	\$69,580
Associate Contract Specialist	\$48,800	\$56,120	\$73,537
Associate Correctional Counselor			
Level I	\$41,411	\$47,623	\$60,414
Level II	\$48,751	\$56,064	\$66,549

Salary schedule table with columns for job title, level, and three salary columns. Includes titles like Community Assistant, Correctional Counselor, and Investigator.

Salary schedule table with columns for job title, level, and three salary columns. Includes titles like Principal Hospital Care Investigator, Sr. Human Resources Spec., and Superintendent of Adult Institutions.

Appointment rate shall be the minimum of the salary range for the Trainee title or the appointee's current salary... Section 3. A. General Wage Increase... Section 4. New Hires...

* Sept thru June: not to exceed 15 hours per week
** To be deleted
*** Notwithstanding the Equity Panel Award dated November 22, 1994, the annual salary rate for Houseparents and Senior Houseparents shall be based upon a work week of sixty (60) hours.

and 2(b)(i)(2) of this Article III:

- i.** Employees who return to active status from an approved leave of absence.
- ii.** Employees in active status (whether full or part-time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
- iii.** Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
- iv.** Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
- v.** Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
- vi.** Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
- vii.** A provisional employee who is appointed directly from one provisional appointment to another.
- viii.** For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.
- d.** The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of subsection 4.

Section 5.

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

Section 6.

In the case of an Employee on leave of absence without pay the salary rate of such Employee shall be changed to reflect the salary adjustments specified in Article III.

Section 7.

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

TITLE	3/3/08	3/2/10
Addiction Counselor Level I	\$1,293	\$1,364
Addiction Specialist (incl approved spec)	\$1,178	\$1,242
Administrator of Youth Services (incl spec)	\$1,762	\$1,858
Area Services Coordinator	\$1,293	\$1,364
Assistant Administrator of Youth Services	\$1,532	\$1,616
Assistant Supervisor of Youth Services (incl spec)	\$1,233	\$1,300
Associate Claim Examiner *	\$1,532	\$1,616
Associate Correctional Counselor Level I	\$1,293	\$1,364
Associate Fraud Investigator	\$1,532	\$1,616
Associate Human Rights Specialist	\$1,532	\$1,616
Associate Inspector (DCA) Level I	\$1,532	\$1,616
Associate Investigator	\$1,293	\$1,364
Associate Juvenile Counselor Level I	\$1,293	\$1,364
Associate Market Agent	\$1,293	\$1,364
Associate Personnel Investigator	\$1,293	\$1,364
Caseworker	\$1,178	\$1,242
Child Protective Specialist Supervisor Level I	\$2,002	\$2,112
Child Welfare Specialist Supervisor Level I	\$2,002	\$2,112
Claim Specialist Level II	\$1,532	\$1,616
Community Associate	\$1,233	\$1,300
Community Coordinator (with certain exceptions)	\$1,412	\$1,489
Community Liaison Worker (Level II)	\$1,178	\$1,242
Community Liaison Worker (JOP)	\$1,178	\$1,242
Community Liaison Worker (OTB)	\$1,178	\$1,242

Community Organization Specialist (Urban Renewal)	\$1,532	\$1,616
Consultant (Day Camp)	\$1,762	\$1,858
Consultant (Early Childhood Education)	\$1,762	\$1,858
Consultant (Public Health Social Work)	\$1,762	\$1,858
Correctional Counselor	\$1,178	\$1,242
Correctional Standards Review Specialist Level I	\$1,178	\$1,242
Counselor (Addiction Treatment)	\$1,293	\$1,364
Head Juvenile Counselor	\$1,762	\$1,858
Human Resources Specialist (incl approved spec)	\$1,178	\$1,242
Human Resources Technician (incl approved spec)	\$1,057	\$1,115
Inspector (DCA)	\$1,412	\$1,489
Principal Children's Counselor	\$1,762	\$1,858
Principal Community Liaison Worker (w/certain exceptions)	\$1,532	\$1,616
Principal Community Liaison Worker (OTB)	\$1,532	\$1,616
Principal Consumer Affairs Inspector *, **	\$1,762	\$1,858
Principal Correctional Counselor *	\$1,353	\$1,427
Principal Home Economist	\$1,762	\$1,858
Principal Hospital Care Investigator	\$1,762	\$1,858
Principal Human Rights Specialist	\$1,940	\$2,046
Principal Juvenile Counselor *	\$1,532	\$1,616
Senior Addiction Counselor Level I	\$1,818	\$1,917
Senior Addiction Specialist (incl approved spec)	\$1,178	\$1,242
Senior Area Services Coordinator	\$1,532	\$1,616
Senior Children's Counselor	\$1,293	\$1,364
Senior Citizen Specialist II (DFTA)	\$1,293	\$1,364
Senior Citizen Specialist II	\$1,293	\$1,364
Senior Claim Examiner	\$1,532	\$1,616
Senior Community Liaison Worker	\$1,412	\$1,489
Senior Community Liaison Worker (OTB)	\$1,412	\$1,489
Senior Community Organization Specialist (Urban Renewal)	\$1,762	\$1,858
Senior Consultant (Early Childhood Education)	\$1,762	\$1,858
Senior Consultant (Mental Health Standards & Services)	\$1,762	\$1,858
Senior Consultant (Psychiatric Nursing)	\$1,762	\$1,858
Senior Consultant (Public Health Social Work)	\$1,762	\$1,858
Senior Consumer Affairs Inspector	\$1,412	\$1,489
Senior Counselor (Addiction Treatment)	\$1,532	\$1,616
Senior Homemaker	\$1,178	\$1,242
Senior Hospital Care Investigator	\$1,293	\$1,364
Senior Houseparent	\$1,293	\$1,364
Senior Human Resources Specialist (incl spec)	\$1,532	\$1,616
Senior Human Resources Technician (incl spec)	\$1,117	\$1,178
Senior Inspector of Ports and Trade	\$1,412	\$1,489
Senior Investigator	\$1,293	\$1,364
Senior Investigator (OTB)	\$1,293	\$1,364
Senior Juvenile Counselor *	\$1,293	\$1,364
Senior Mental Health Worker	\$1,178	\$1,242
Senior Social Worker	\$1,187	\$1,252
Social Worker **	Level I \$1,293 \$1,364	
	Level II \$1,187 \$1,252	
	Level III \$1,293 \$1,364	
	Level IV \$1,532 \$1,616	
	Level V \$1,762 \$1,858	
Superintendent of Adult Institutions	\$1,762	\$1,858
Superintendent of Bridge House	\$1,412	\$1,489
Supervising Area Services Coordinator	\$1,762	\$1,858
Supervising Claim Examiner	\$1,590	\$1,677
Supervising Consumer Affairs Inspector	\$1,532	\$1,616
Supervising Correctional Counselor *	\$1,293	\$1,364
Supervising Counselor (Addiction Treatment)	\$1,762	\$1,858
Supervising Custodian of Children	\$1,532	\$1,616
Supervising Home Economist	\$1,532	\$1,616
Supervising Hospital Care Investigator	\$1,532	\$1,616
Supervising Human Resources Specialist (incl spec)	\$1,762	\$1,858
Supervising Human Rights Specialist	\$1,706	\$1,799
Supervising Inspector of Ports & Trade	\$1,532	\$1,616
Supervising Investigator	\$1,532	\$1,616
Supervising Investigator (OTB)	\$1,532	\$1,616
Supervising Mental Health Worker	\$1,412	\$1,489
Supervisor (Methadone Treatment Center)	\$1,762	\$1,858
Supervisor of Youth Services (incl spec)	\$1,293	\$1,364
Supervisor I (Social Work)	\$1,293	\$1,364
Supervisor II (Social Work)	\$1,532	\$1,616
Supervisor III (Social Work)	\$1,762	\$1,858
Supervisor I (Welfare)	\$1,293	\$1,364
Supervisor II (Welfare)	\$1,532	\$1,616
Supervisor III (Welfare)	\$1,762	\$1,858
Youth Services Specialist	\$1,178	\$1,242

- * To be deleted when vacant
- ** An advancement increase shall be paid to employees in the title of Caseworker who are appointed to the title of Social Worker.
- *** An advancement increase shall be paid to employees in the title of Supervising Consumer Affairs Inspector who are appointed to the title of Principal Consumer Affairs Inspector.

- b.** An Employee assigned to a higher assignment level shall receive as of the effective date of such assignment, either the appointment rate for the assigned level or the rate received in the former level plus the specified level increase set forth below, whichever is greater.

TITLE	3/3/08	3/2/10
Addiction Counselor Level II	\$1,514	\$1,597
Associate Claim Examiner Level II **	\$1,590	\$1,677
Associate Correctional Counselor Level II	\$1,353	\$1,427
Associate Fraud Investigator Level II	\$1,762	\$1,858
Associate Human Rights Specialist Level II	\$1,940	\$2,046
Associate Inspector (DCA) Level II	\$1,762	\$1,858
Associate Investigator Level II	\$1,532	\$1,616
Associate Juvenile Counselor Level II	\$1,532	\$1,616
Associate Market Agent Level II	\$1,532	\$1,616
Associate Personnel Investigator Level II	\$1,532	\$1,616
Child Protective Specialist Supervisor Level II	\$2,002	\$2,112
Child Welfare Specialist Supervisor Level II	\$2,002	\$2,112
Claim Specialist Level III	\$1,590	\$1,677
Community Liaison Worker Level II	\$1,178	\$1,242
Community Liaison Worker Level III	\$1,412	\$1,489
Community Liaison Worker Level IV	\$1,532	\$1,616
Consultant (Early Childhood Education) Level II	\$1,762	\$1,858
Contract Specialist Level II	\$1,532	\$1,616

Correctional Standards Review Specialist Level II	\$1,293	\$1,364
Counselor (Addiction Treatment) Level II	\$1,532	\$1,616
Community Liaison Worker Level III	\$1,762	\$1,858
Fraud Investigator Level II	\$1,293	\$1,364
Homemaker Level II	\$1,178	\$1,242
Inspector (DCA) Level II	\$1,412	\$1,489
Institutional Teacher Level II	\$1,293	\$1,364
Juvenile Counselor Level II	\$1,178	\$1,242
Market Agent Level II	\$1,293	\$1,364
Market Agent Level III	\$1,532	\$1,616
Senior Addiction Counselor Level II	\$2,272	\$2,396
Special Consultant (Mntal Hlth Stnds & Serv) Level II	\$1,762	\$1,858

- * Level Increase - Denotes payment due to assignment to a higher level within a title.
- ** To be deleted when vacant

- c.** If a class of positions is reclassified by the Department of Citywide Administrative Services, advancement increase(s) for the affected class of positions set forth in Section 7(a) shall be deemed to be level increase(s), as appropriate.

Section 8. Longevity Increment:

- a.** Employees with 15 years or more of "City" service in pay status shall receive a longevity increment of \$800 per annum, except those eligible for a longevity differential pursuant to Section 9 below shall not be eligible to receive this longevity increment unless specifically entitled.
- b.** The rules for eligibility for the longevity increment described above in Section 8(a) shall be set forth in Appendix A of this Agreement and are incorporated by reference herein.
- c.** The provisions of Section 3(c)(ii) of this Agreement shall not apply to the longevity increment set forth in this Section 8.

Section 9. Longevity Differential:

Employees in the titles indicated below shall be entitled to the following longevity differentials based on service within the appropriate occupational group:

i. Effective March 3, 2008

TITLE	After 1 Year of Service	After 3 Years of Service	After 5 Years of Service	After 7 1/2 Years of Service	After 15 Years of Service
Sr. Social Worker	\$758	\$1,515	\$2,272	\$3,182	\$4,397
Social Worker					
Supervisor I, II, III (Social Work)					
Associate Job Opportunity Specialist #	\$758	\$1,515	\$2,272	\$3,182	*
Associate Juvenile Counselor Level I, II *					
Caseworker *					
Child Protective Specialist Level I, II ***					
Child Protective Specialist Supervisor Level I, II ****					
Child Welfare Specialist Level I, II ***					
Child Welfare Specialist Supervisor Level I, II ****					
Head Juvenile Counselor *					
Institutional Teacher (DJJ)					
Investigator (HRA ONLY) *					
Job Opportunity Specialist					
Juvenile Counselor *					
Principal Juvenile Counselor *, **					
Sr. Investigator (HRA ONLY) *					
Sr. Juvenile Counselor *, **					
Supervising Investigator (HRA ONLY) *					
Supervisor I, II, III (Social Services) *					

For the purpose of computing credited service for incumbent employees, eligibility shall be based on time in City Service. For new appointments thereafter, eligibility shall be based on service within the appropriate occupational group.

TITLE	After 1 Year of Service	After 3 Years of Service	After 5 Years of Service	After 7 1/2 Years of Service	After 15 Years of Service
Associate Claim Examiner **	\$735	\$1,471	\$2,209	\$3,090	
Associate Fraud Investigator					
Associate Human Rights Specialist					
Associate Investigator					
Associate Personnel Investigator					
Claim Examiner **					
Claim Specialist Level I, II, III					
Consultant (MHSS) **					
Consultant (Day Camp)					
Consultant (PHSW)					
Consultant (ECE) Level I, II					
Field Investigator Spec. (Law Dept.)					
Fraud Investigator					
Fraud Investigator(DOSS)					
Human Rights Specialist					
Human Rights Specialist(CHR)					
Investigator					
Junior Human Rights Specialist					
Personnel Investigator					
Principal Human Rights Specialist					
Principal Human Rights Specialist (CHR)					
Senior Claim Examiner					
Senior Consultant (ECE) *					
Senior Consultant (MHSS) *, **	\$735	\$1,471	\$2,209	\$3,090	*
Senior Consultant (PHS) *					
Senior Consultant (Psy.Nursing) *					
Special Consultant (Mntal Health Stndrd & Services) Level I, II					
Sr. Investigator (ALL AGENCIES)					
Supervising Claim Examiner					
Supervising Human Rights Specialist					
Supervising Human Rights Specialist (CHR)					
Supervising Investigator (ALL AGENCIES)					

Hospital Care Investigator *
 N/A N/A N/A \$908
 Principal Hospital Care Investigator *
 Sr. Hospital Care Investigator *
 Supervising Hospital Care Investigator *

* Shall be eligible to receive the Longevity Increment set forth in Article III, Section 8

ii. Effective March 2, 2010

TITLE	After 1 Year of Service	After 3 Years of Service	After 5 Years of Service	After 7 ½ Years of Service	After 15 Years of Service
Sr. Social Worker	\$799	\$1,598	\$2,396	\$3,356	\$4,638

Social Worker
 Supervisor I, II, III (Social Work)

Associate Job Opportunity Specialist # (see: note)
 \$799 \$1,598 \$2,396 \$3,356 *

Associate Juvenile Counselor Level I, II *
 Caseworker *
 Child Protective Specialist Level I, II ***
 Child Protective Specialist Supervisor Level I, II ****
 Child Welfare Specialist Level I, II ***
 Child Welfare Specialist Supervisor Level I, II ****
 Head Juvenile Counselor *
 Institutional Teacher (DJJ)
 Investigator (HRA ONLY) *
 Job Opportunity Specialist (see: note)
 Juvenile Counselor *
 Principal Juvenile Counselor *, **
 Sr. Investigator (HRA ONLY) *
 Sr. Juvenile Counselor *, **
 Supervising Investigator (HRA ONLY) *
 Supervisor I, II, III (Social Services) *

Note: Section 9. applies prospectively to employees in the titles of Job Opportunity Specialist and Associate Job Opportunity Specialist (I, II, III). For the purpose of computing credited service for incumbent employees, eligibility shall be based on time in City service. For new appointments thereafter, eligibility for the longevity differentials shall be based on service within the appropriate *occupational group*. This schedule shall be in lieu of any other "additions-to-gross" provided under any other applicable collective bargaining Unit Agreement (exclusive of the Citywide Agreement) that may have been payable to employees in the affected titles.

Associate Claim Examiner **
 \$775 \$1,551 \$2,330 \$3,259

Associate Fraud Investigator
 Associate Human Rights Specialist
 Associate Investigator
 Associate Personnel Investigator
 Claim Examiner **
 Claim Specialist Level I, II, III
 Consultant(MHSS) **
 Consultant(Day Camp)
 Consultant(PHSW)
 Consultant (ECE) Level I, II
 Field Investigator Spec. (Law Dept.)
 Fraud Investigator
 Fraud Investigator(DOSS)
 Human Rights Specialist
 Human Rights Specialist(CHR)
 Investigator
 Junior Human Rights Specialist
 Personnel Investigator
 Principal Human Rights Specialist
 Principal Human Rights Specialist(CHR)
 Senior Claim Examiner
 Senior Consultant(ECE) *
 Senior Consultant(MHSS) *, **
 \$775 \$1,551 \$2,330 \$3,259 *

Senior Consultant(PHS) *
 Senior Consultant(Psy.Nursing) *
 Special Consultant(Mntl Health Stndrd & Services) Level I, II
 Sr. Investigator (ALL AGENCIES)
 Supervising Claim Examiner
 Supervising Human Rights Specialist
 Supervising Human Rights Specialist(CHR)
 Supervising Investigator (ALL AGENCIES)
 Hospital Care Investigator *
 N/A N/A N/A \$958
 Principal Hospital Care Investigator *
 Sr. Hospital Care Investigator *
 Supervising Hospital Care Investigator *

* Shall be eligible to receive the Longevity Increment set forth in Article III, Section 8

b. Employees in the titles indicated below shall be entitled to the following longevity differentials based on service in the indicated *title*:

i. Effective March 3, 2008

	After 2 Years of Service	After 5 Years of Service	After 7 Years of Service	After 15 Years of Service
(1) Consumer Affairs Inspector Inspector (Consumer Affairs) Level I	\$379	\$758	\$1,137	*
(2) Inspector (Consumer Affairs) Level II Senior Consumer Affairs Inspector	\$454	\$907	\$1,362	*
(3) Associate Inspector (Consumer Affairs) Level I Supervising Consumer Affairs Inspector	\$531	\$1,061	\$1,592	*
(4) Associate Inspector (Consumer Affairs) Level II Principal Consumer Affairs Inspector	\$605	\$1,211	\$1,817	*
(5) Market Aide Sanitation Compliance Agent	\$369	\$735	\$1,104	*
(6) Market Agent	\$442	\$882	\$1,323	*

(7) Associate Market Agent Level I	\$515	\$1,031	\$1,544	*
(8) Associate Market Agent Level II	\$587	\$1,177	\$1,765	*

Shall be eligible to receive the Longevity Increment set forth in Article III, Section 8

ii. Effective March 2, 2010

	After 2 Years of Service	After 5 Years of Service	After 7 Years of Service	After 15 Years of Service
(1) Consumer Affairs Inspector Inspector (Consumer Affairs) Level I	\$400	\$799	\$1,199	*
(2) Inspector (Consumer Affairs) Level II Senior Consumer Affairs Inspector	\$479	\$957	\$1,437	*
(3) Associate Inspector (Consumer Affairs) Level I Supervising Consumer Affairs Inspector	\$560	\$1,119	\$1,679	*
(4) Associate Inspector (Consumer Affairs) Level II Principal Consumer Affairs Inspector	\$638	\$1,277	\$1,916	*
(5) Market Aide Sanitation Compliance Agent	\$389	\$775	\$1,164	*
(6) Market Agent	\$466	\$930	\$1,395	*
(7) Associate Market Agent Level I	\$543	\$1,087	\$1,628	*
(8) Associate Market Agent Level II	\$619	\$1,241	\$1,862	*

* Shall be eligible to receive the Longevity Increment set forth in Article III, Section 8

c. The Longevity Differentials set forth in this Section 9 shall not become part of the basic salary rate and shall not be pensionable until they have been received by the Employee for two years. The longevity shall be effective on the January 1st, April 1st, July 1st, or October 1st immediately following the Employee's anniversary date.

Section 10 Assignment Differentials:

a. The Employer agrees to pay the following per annum assignment differentials to Senior Homemakers and Homemakers Level II assigned additional duties of a supervisory or administrative nature:

Effective March 3, 2008	Effective March 2, 2010
\$1,356	\$1,430

b. Health and Hospitals Corporation Only:

i. A differential in an amount equal to the advancement increase to Senior Hospital Care Investigator shall continue to be provided to each incumbent in the titles of Senior Hospital Care Investigator and Supervising Hospital Care Investigator who is regularly assigned to the Health and Hospitals Corporation Central Office Training and Liaison Unit.

ii. Assignment differentials shall be paid to employees in the Hospital Care Investigator occupational group who are assigned to the Central Support Group. Such differential shall be in addition to any other differential paid pursuant to this Section 10 and shall continue for the period of such assignment. The pro-rated annual amounts for this differential are:

Effective March 3, 2008	Effective March 2, 2010
\$493	\$520

c. Assignment differentials shall be paid to Employees in the title of Community Assistant in the pro-rata annual amount listed below who are assigned the following duties:

i. For Supervisory Responsibility:

Effective March 3, 2008	Effective March 2, 2010
\$493	\$520

ii. For Senior Supervisory Responsibility:

Effective March 3, 2008	Effective March 2, 2010
\$983	\$1,037

d. Employees in the Mental Health Worker occupational group who are assigned on a full-time basis to a correctional prison facility shall be paid a differential in the pro-rated annual amounts indicated below:

Effective March 3, 2008	Effective March 2, 2010
\$736	\$776

e. An Employee who is on the payroll as of May 1, 1979 in the title(s) Social Worker, Supervisor I, Supervisor II, Supervisor III and who is assigned by the Department of Health to a Department of Correction prison facility shall receive a differential in the pro-rated annual amounts listed below: In addition, up to fourteen (14) additional Employees

in titles covered by this Agreement who are assigned to Riker's Island on a full-time basis shall be deemed eligible for the above-cited assignment differential based upon seniority in such assignment.

Effective March 3, 2008	Effective March 2, 2010
\$1,276	\$1,346

f. Employees in the titles of Juvenile Counselor, Associate Juvenile Counselor, Senior Juvenile Counselor, Principal Juvenile Counselor, and Head Juvenile Counselor who have valid New York State driver's licenses *and are required to drive* shall receive prorated annual differentials as follows:

Effective March 3, 2008	Effective March 2, 2010
\$615	\$649

g. Caseworkers, Social Workers, Supervisors I, II and III employed in the Administration for Children's Services (formerly Child Welfare Administration/HRA) Field Offices and in specific units authorized and funded pursuant to the Equity Panel Reports dated September 13, 1983, May 27, 1986 and November 22, 1994): Confidential Investigations Unit, Emergency Children's Services, the Office of Case Management, the Office of Adoption and Placement Services, the Division of Adoption and Foster Care Services, Congregate Care and Auxiliary Services shall receive an assignment differential in the pro-rated annual amounts listed below.

Effective March 3, 2008	Effective March 2, 2010
\$1,836	\$1,936

h. Pursuant to the terms set forth in the letter agreement entitled "SSC Reorganization" (dated December 29, 1987) employees of the Child Welfare Administration in the titles indicated below who are specifically assigned to Protective/Diagnostic, Family Services, Preventive Services, and Court Ordered Supervision Units shall receive an assignment differential in the pro-rated annual amounts listed below:

Title:	Effective March 3, 2008	Effective March 2, 2010
Caseworker	\$1,561	\$1,646
Social Worker	\$2,294	\$2,419
Supervisor I (Welfare)	\$2,294	\$2,419
Supervisor II (Welfare)	\$2,522	\$2,660
Supervisor III (Welfare)	\$2,751	\$2,901
Supervisor I (Social Work)	\$2,294	\$2,419
Supervisor II (Social Work)	\$2,522	\$2,660
Supervisor III (Social Work)	\$2,751	\$2,901

i. An assignment differential in the pro rata annual amount set forth below shall be paid to Employees in the titles listed below who are assigned to work in shelters in Family and Adult Services, Crisis Intervention Services, and the Emergency Assistance Units of HRA/DHS, in positions either with direct client contact or responsible for the supervision of Employees with direct client contact. Effective July 1, 1990, this assignment differential was extended to positions in the Crisis Unit, Family Hotel Program, and Single Room Occupancy Program assigned to positions with direct client contact or with supervision of employees with direct client contact.

Eligible Titles

Assistant Superintendent of Welfare Shelters
 Caseworker
 Community Liaison Worker
 Human Resources Specialist
 Principal Community Liaison Worker
 Senior Community Liaison Worker
 Senior Human Resources Specialist
 Senior Human Resources Technician
 Social Worker
 Supervising Human Resources Specialist
 Supervisor I, II, III

Effective March 3, 2008	Effective March 2, 2010
\$1,376	\$1,451

j. An assignment differential in the pro rata annual amount set forth below shall be paid to those Employees of HRA assigned to Caseworker, Social Worker, and Supervisor I, II, III positions in Protective Service for Adults Units.

Effective March 3, 2008	Effective March 2, 2010
\$3,395	\$3,581

k. An assignment differential in the pro rata annual amount set forth below shall be paid to those Investigators assigned to work as "Vault Inspectors" in the Finance Department.

Effective March 3, 2008	Effective March 2, 2010
\$2,628	\$2,772

l. An assignment differential in the pro-rata annual amounts listed below shall be paid to Employees of HRA serving in the positions of Senior Center

Director provided that they were so serving as of July 19, 1983; continued to serve as of December 13, 1984; and have not been appointed to the Civil Service title of Supervisor II (Welfare).

Effective	Effective
March 3, 2008	March 2, 2010
\$1,276	\$1,346

m. An assignment differential in the pro-rata annual amounts listed below shall be paid to Community Assistants employed by the Department of Sanitation while assigned to the Lot Cleaning Program.

Effective	Effective
March 3, 2008	March 2, 2010
\$791	\$834

n. An assignment differential in the pro-rata annual amounts listed below shall be paid to Assistant Community Liaison Workers and Community Liaison Workers while assigned to the Department of Housing Preservation and Development as compensation for the loss of promotional opportunities.

Effective	Effective
March 3, 2008	March 2, 2010
\$791	\$834

jo. Unless otherwise specified in this Agreement, the assignment differentials listed in this Section 10 shall be continued only during the period of such assignment. In the event that an affected Employee is removed from such assignment, the assignment differential shall be discontinued. The payment of such differential shall not be considered as a promotion or change of title.

Section 11. Merit Increases

The Employer agrees to notify the Union of its intent to grant merit increases.

Section 12. Uniform Allowance:

a. A uniform allowance in the annual amounts listed below shall be provided for Employees in the Homemaker occupational group and the title Home Aide who are required to wear a uniform:

Effective	Effective
March 3, 2008	March 2, 2010
\$134	\$141

b. i. The Department of Health will supply Employees, who are required to wear a uniform, with a uniform. The uniform shall consist of not less than 2 shirts, 2 pairs of pants, 2 sets of long johns, 1 helmet, 1 pair of work shoes, 1 pair of work gloves, 1 rain slicker and a lined winter coat.

ii. No Employee shall be disciplined for reporting to work without an adequate uniform if that portion of his uniform which is missing was not issued by the Department or if a portion of said uniform is no longer functional for its prescribed purpose due to wear or job related damage. The Department will replace said uniform as soon as practicable.

iii. The Department shall maintain a varying supply of uniforms to cover the different sizes needed by its employees.

iv. First aid kits and heavy-duty cleaning facilities shall be provided at each work site for employees who work in the field. The hand cleaning facilities shall be adequate for cleanup after dealing with poisons and litter.

c. A uniform allowance in the pro-rata annual amount set forth below shall be provided to those Employees of the Department of Sanitation in the titles of Community Assistant, Community Associate and Community Coordinator assigned to the Lot Cleaning Program and required to wear uniforms.

TITLE	3/3/2008	3/2/2010
Community Assistant	\$564	\$595
Community Associate	\$336	\$354
Community Coordinator	\$336	\$354

d. A uniform allowance in the pro-rata annual amount set forth below shall be provided to those employees of the Department of Sanitation in the title of Sanitation Compliance Agent.

Effective	Effective
March 3, 2008	March 2, 2010
\$546	\$576

e. A uniform allowance in the pro-rata annual amount set forth below shall be provided to those employees of the Department of Sanitation in the title of Investigator assigned to the Medical Compliance Unit and required to wear uniforms.

Effective	Effective
3/3/08	3/2/10
\$336	\$354

f. A uniform allowance in the pro-rata annual amount

set forth below shall be provided to those employees of the Department of Housing Preservation and Development who are assigned to the Office of Enforcement and Neighborhood Services in the following divisions: Housing Litigation Division (HLD); Special Enforcement Unit (SEU); Division of Maintenance (DOM); Alternative Enforcement Services; and Division of Neighborhood Preservation, and who are required to wear uniforms.

Effective
11/1/10
\$100

g. Uniform Maintenance Allowance

A uniform maintenance allowance in the pro-rata annual amount set forth below shall be provided to Juvenile Counselors and Associate Juvenile Counselors who are required to wear uniforms and are assigned to secure detention facilities in the ACS Division of Youth and Family Justice (DYFJ).

Effective
11/1/11
\$100

Section 13.

Persons reinstated to a title included in this Agreement shall receive, effective as of the date of such reinstatement, either the individual rate last received in such a position, or the minimum as of the date of reinstatement for the title to which reinstated, whichever of these alternative rates is higher.

Section 14. Training Fund:

A training fund contribution shall be paid in the amount of twenty-five (\$25) dollars per annum to the District Council 37 Educational Fund on behalf of each Employee in the titles listed below:

- Addiction Specialist (including approved specialties)
- Assistant Community Liaison Worker
- Assistant Superintendent of Bridge House
- Assistant Youth Services Specialist
- Case Aide
- Community Assistant
- Community Liaison Trainee
- Community Service Aide
- Correctional Aide
- Home Aide
- Homemaker
- Human Resources Aide
- Human Resources Technician (including approved specialties)
- Mental Health Worker
- Senior Human Resources Technician (including approved specialties)
- Senior Mental Health Worker
- Supervising Mental Health Worker
- Teacher Aide (Day Care Center)

Employees of non-Mayoral agencies shall be covered by such contribution provided the affected agency elects to have its Employees so covered and becomes an employer party to the agreement between the City and the Union, dated July 13, 1971, concerning the District Council 37 Education Fund.

This Section shall be subject to the waiver in Article IV, Section 1(b) and 1(c) of this Agreement.

Section 15. Annuity Fund.

a. Effective March 3, 2008, the Employer shall continue to contribute to an existing annuity fund on behalf of full-time per annum and full-time per diem Employees, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day which amount shall not exceed \$684 for each Employee in full pay status in the prescribed twelve (12) month period, subject to the terms of a signed supplemental agreement approved by the Corporation Counsel. For Employees who work less than the number of hours for their full-time equivalent title, the employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution calculated against the number of hours associated with their full time equivalent title, which amount shall not exceed \$684 per annum for each Employee in full pay status in the prescribed twelve (12) month period.

b. For Employees who work a compressed work week, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each set of paid working hours which equate to the daily number of hours that title is regularly scheduled to work, which amount shall not exceed \$684 per annum for each Employee in full-pay status in the prescribed twelve (12) month period.

c. For those Employees who are appointed on a seasonal basis, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day, which amount shall not exceed \$684 per annum for each Employee in full pay status in the prescribed twelve (12) month period.

d. CONTRIBUTIONS:

For the purpose of Section 15(a), excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime. "All days in

non-pay status" as used in this Section 15(d) shall be defined as including, but not limited to, the following:

- (1) time on preferred or recall lists;
- (2) time on the following approved unpaid leaves:
 - (a) maternity/child care leave;
 - (b) military leave;
 - (c) unpaid time while on jury duty;
 - (d) unpaid leave for union business pursuant to Executive Order 75;
 - (e) unpaid leave pending workers' compensation determination;
 - (f) unpaid leave while on workers' compensation option 2;
 - (g) approved unpaid time off due to illness or exhaustion of paid sick leave;
 - (h) approved unpaid time off due to family illness; and
 - (i) other pre-approved leaves without pay;
- (3) time while on absence without leave;
- (4) time while on unapproved leave without pay; or
- (5) time while on unpaid suspensions.

e. DEFINITIONS:
"scheduled days off" shall mean: An Employee's regular days off ("RDOs"). For example, Saturday and Sunday would be the scheduled days off for a full-time per annum employee working a Monday through Friday schedule.

ARTICLE IV - WELFARE FUND

Section 1.

a. In accordance with the election by the Union pursuant to the provisions of Article XIII of the Citywide Agreement between the City of New York and related public employers and District Council 37, AFSCME, AFL-CIO, the Welfare Fund provisions of the 1995-2001 Citywide Agreement, as amended or any successor agreement(s) thereto, shall apply to Employees covered by this Agreement.

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

- Assistant Community Liaison Worker (OTB)
- Assistant Educational Counselor (JJ)
- Associate Inspector (DCA)
- Claim Examiner
- Claim Specialist
- Community Liaison Worker (OTB)
- Compliance Agent (Sanitation)
- Compliance Aide (JOP)
- Consultant (Public Health Social Work)
- Consumer Affairs Inspector
- Decedent Property Agent
- Decedent Property Agent (Queens County)
- Decedent Property Agent (Kings County)
- Educational Counselor (JJ)
- Employee Assistance Counselor
- Human Rights Specialist
- Inspector of Ports and Terminals
- Investigator *
- Investigator (OTB)
- Inspector (DCA)
- Investigator (CCRB)
- Investigator (Discipline) *
- Investigator (Employee Discipline)
- Junior Human Rights Specialist
- Principal Community Liaison Worker (OTB)
- Principal Consumer Affairs Inspector
- Principal Human Rights Specialist
- Principal Inspector of Ports and Terminals
- Senior Claim Examiner
- Senior Community Liaison Worker (OTB)
- Senior Consultant (Psychiatric Nursing)
- Senior Consumer Affairs Inspector
- Senior Institutional Teacher (JJ)
- Senior Investigator *
- Senior Investigator (OTB)
- Senior Inspector of Ports and Terminals
- Supervising Claim Examiner
- Supervising Consumer Affairs Inspector
- Supervising Custodian of Children
- Supervising Human Rights Specialist
- Supervising Inspector of Ports and Terminals
- Supervising Investigator *
- Supervising Investigator (OTB)

* Except in HRA or successor agencies thereto.

The provisions of Section 1(c) of this Article shall be applicable to all other employees in titles covered by this Agreement.

c. When an election is made by Local 371 or any locals affiliated with the Union pursuant to the provisions of Article XIII, Section 1(b), of the 1995-2001 Citywide Agreement or any successor(s) thereto, the provisions of Article XIII, Section 1(b), of the Citywide Agreement or any successor(s) thereto, shall be applicable to all employees in titles covered by this Agreement who are not listed in subsection 1(b) above and when such election is made, the Union hereby waives its right to training fund contributions provided in this Agreement. The single contribution provided in Article XIII, Section 1(b) of the Citywide Agreement or any successor agreement(s) thereto shall be paid into the Social Service Employees Union Local 371 Administrative Fund and shall be held by the trustees of that fund for the exclusive purpose of providing, through other trusteed funds, welfare, training, education and legal service benefits for the employees so covered as well as any other benefits the Employer and the local(s) agree upon. In no case shall the single contribution provided herein, exceed the total amount that the local(s) would have been entitled to receive if the separate contributions had continued.

Section 2.

Employees in the following titles employed on a per diem basis, and who average twenty (20) days of employment per month, shall receive the Administrative Fund coverage that applied to per annum Employees in their respective titles:

Children's Counselor
Community Liaison Worker
Juvenile Counselor

This section shall be subject to the waiver in Section 1(b) of this Article IV.

Section 3.

The Human Resources Administration agrees to continue the policy of cooperation with graduate schools of social work allowing employees to remain on payroll as part of the school field placement as per existing practice.

Section 4.

For the purpose of Administrative Fund and contractual benefits other than pay, Employees in the title Community Assistant whose normal work week is 35 hours in training programs (other than in the Police and Fire and Sanitation Departments) shall be considered fulltime Employees.

Section 5.

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

Section 6.

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

ARTICLE V - PRODUCTIVITY AND PERFORMANCE

Introduction

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

Section 1. Performance Levels

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

Section 2. Supervisory Responsibility

- (a) The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised Employees for Employees in supervisory positions listed in Article I, Section 1, of this Agreement. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on

employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.

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

Section 3. Performance Compensation

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

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

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. Definition:

The term "Grievance" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York or the Rules and Regulations of the Health and Hospitals Corporation with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;
- c. A claimed assignment of Employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open-competitive rather than a promotional examination;
- e. A claimed wrongful disciplinary action taken against a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent Employee covered by the Rules and Regulations of the Health and Hospitals Corporation upon whom the agency head has served written charges of incompetence or misconduct while the Employee is serving in the Employee's permanent title or which affects the Employee's permanent status.
- f. A claimed wrongful disciplinary action taken against a full-time non-competitive class Employee with six (6) months service in title, except for Employees during the period of a mutually agreed upon extension of probation. This provision shall not apply to non-competitive class Employees with rights pursuant to Section 75(1) of the Civil Service Law.
- g. Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent Employee covered by the Rules and Regulations of the Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.
- h. A claimed wrongful disciplinary action taken against an eligible provisional employee of a Mayoral agency who has served without a break in service for two years in the same or similar title or related occupational group in the same agency on a full-time per annum or full-time per diem basis and assigned regularly to work the normal, full-time work week established for that title.

Section 2.

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

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

STEP I The Employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The Employee

may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

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

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

STEP II An appeal from an unsatisfactory determination at STEP I or STEP I(a), where applicable, shall be presented in writing to the agency head or the agency head's designated representative who shall not be the same person designated in STEP I. An appeal must be made within five (5) work days of the receipt of the STEP I or STEP I(a) determination. The agency head or designated representative, if any, shall meet with the Employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following the date on which the appeal was filed.

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

STEP IV An appeal from an unsatisfactory determination at STEP III may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the STEP III determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance". The Employer shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with Title 61 of the Rules of the City Of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer.

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

Section 3.

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

Section 4.

- a. Any grievance under Section 1 (d) relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the Employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which

shall be transmitted to both parties to the grievance upon issuance.

- b.** A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

Section 5. Disciplinary Procedure for Permanent Competitive Employees

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

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

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

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

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

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

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

Section 6. Disciplinary Procedure for Non-Competitive Employees

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

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

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

Section 7. Disciplinary Procedure for Provisional Employees

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

Section 8. Group Grievances

A grievance concerning a large number of Employees and which concerns a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this Agreement may be filed directly at STEP III of the grievance procedure except that a grievance concerning Employees of the Health and Hospitals Corporation may be filed directly at STEP II of the grievance procedure. Such "group" grievance must be filed no later than 120 days after the date on which the grievance arose, and all other procedural limits, including time limits, set forth in this Article shall apply. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 9.

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

Section 10.

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

Section 11.

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

Section 12.

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

Section 13.

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

Section 14.

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

Section 15. Expedited Arbitration Procedure.

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

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

- c.** The selection of those matters which will be submitted shall include, but not limited to, out-of-title cases concerning all titles, disciplinary cases wherein the proposed penalty is a monetary fine of one week or less or written reprimand, and other cases pursuant to mutual agreement by the parties. The following procedures shall apply:

i. SELECTION AND SCHEDULING OF CASES:

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject to the procedures set forth in this Section 14 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior to the scheduling of an arbitration hearing date for such case, request in writing to the other party and to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
- (4) No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

ii. CONDUCT OF HEARINGS:

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

ARTICLE VII - TRANSFER POLICY

This Article shall apply only to the Administration for Children's Services ("ACS"), the Department of Correction ("DOC"), the Department of Employment ("DOE/DYCD"), the Department of Health and Mental Hygiene ("DOH/MH"), the Department of Homeless Services ("DHS"), the Department of Housing Preservation and Development ("HPD"), the Department of Juvenile Justice ("DJJ"), the Department of Small Business Services, the Department of Youth and Community Development ("DYCD"), the Health and Hospitals Corporation ("HHC"), the Human Resources Administration ("HRA"), and successor agencies thereto.

Section 1. Definitions:

- a. TRANSFER:** The term transfer shall mean the shifting of an Employee from one program, division, Health and Hospitals Corporation institution, or site used by an agency to another, without any significant change in duties, responsibilities and remuneration, except the following personnel actions shall not be considered transfers:

- i.** The movement within the Human Resources Administration as defined in Section 2(d) below shall not be considered a transfer.
- ii.** A change of physical location within a Health and Hospital Corporation institution or Central Office Cost Group does not constitute a transfer.
- iii.** The initial assignment of newly appointed Employees after an initial period of training.
- iv.** Reassignment of Employees returning from unpaid leave of more than twenty-three (23) working days. Where feasible, Employees returning from such leaves shall not be assigned to a location which creates a hardship for them.
- b. HARSHIP:** The term hardship shall mean an undue burden to an Employee resulting from a proposed involuntary transfer which results in:
- i.** An increase in travel time to fifty-five (55) minutes or more for any Employee who is a City resident;
- ii.** An increase in travel time to one and one quarter (1-1/4) hours or more if the Employee is not a City resident;
- iii.** Documented serious family, personal or medical problems.
- c. TRAVEL TIME:** The term travel time shall mean running time as established by the Transit Authority and/or any private carrier.
- d. VOLUNTARY TRANSFER REQUEST FILE:**
- i.** The term voluntary transfer request file for Mayoral Agencies shall mean a file maintained by the Agency of all requests for transfers made by Employees. All voluntary transfer requests shall expire at the end of the calendar year except for those submitted in the last three (3) months of the year. These requests shall remain in effect during the following calendar year.
- ii. For the Health and Hospitals Corporation only:**
- Voluntary Transfer Request List: The term voluntary transfer request list shall mean a list maintained by Central Office and each institution or other premises used by HHC of all requests for transfer made by Employees in the Hospital Care Investigator occupational group.
- (1) The original of the transfer request is to be sent to the Patient Accounts Manager of the institution to which the employee wishes to transfer. Copies are to be sent to the Personnel Director of the institution to which the Employee wishes to transfer, Central Office, and the Patient Accounts Manager and the Personnel Director of the institution where the Employee is currently working. The Transfer Request List maintained at the Central Office shall take precedence.
- (2) The life of the list shall be one calendar year. All requests submitted on or after December 15th shall remain in effect for the following calendar year.
- (3) If an Employee is offered an opportunity to transfer and declines such transfer, the transfer request shall be removed from the file and Central Office shall be notified of such action. All declinations shall be in writing.
- e. SENIORITY:**
- i.** In Mayoral Agencies, the term seniority shall mean an Employee's service in title, including uninterrupted provisional service and temporary Civil Service, time spent on a preferred list and time spent in a previous title if the Employee has been "6.1.9'd" into his/her current title.
- ii.** For Employees in the Hospital Care Investigator occupational group the term seniority shall mean an Employee's service in title, including uninterrupted provisional and temporary service. An Employee who worked in the Department of Social Services prior to July 1, 1970, in the Caseworker occupational group whose title was changed to the equivalent title within the Hospital Care Investigator occupational group, retains as his or her date of entry into that title, his or her

date of appointment to his or her former Caseworker occupational group title.

iii. For all other Employees in HHC covered by this Agreement the term seniority shall mean:

- (1) The length of continuous service in the parent affiliate and continuous full-time Corporation employment since July 1, 1972 or July 1, 1973, depending upon when they were transferred to the Corporation payroll.
- or**
- (2) The length of continuous full-time Corporation and Department of Hospitals employment in the Employee's current and previous title (or titles) including all provisional and temporary service.

f. QUALIFICATIONS: In HRA, the term qualifications shall mean the skills or abilities required for the performance of the tasks of a position as identified in the non-managerial performance evaluation Functionally Assigned Cluster of Tasks (FACT), and/or education, training or work experience identified by HRA as required for the position.

g. SECONDARY VACANCY: The term secondary vacancy shall mean a vacancy created by the voluntary transfer of an Employee which vacancy the Agency has decided to fill.

Section 2. ACS, HRA, DHS, DJJ, DOE/DYCD and SBS Transfer Procedure:

When the Agency (ACS, HRA, DHS, DJJ, DOE/DYCD, or SBS) decides it is necessary to transfer Employees in any title into a particular work location or locations, such transfers shall be made in accordance with the following provisions:

a. VOLUNTARY TRANSFERS:

- i.** Employees who possess the required qualifications, if any, from the Voluntary Transfer Request File, regardless of location, in seniority order.
- ii.** Any additional volunteers, who possess the required qualifications, if any, regardless of location, in seniority order.
- iii.** Notwithstanding the above, the Agency reserves the right to limit the number of volunteers transferring from any particular location to fill a vacancy in the period of a year to no more than 10 percent of Employees, but not less than one (1) Employee, in the title affected. For purposes of this clause, the year shall be defined as July 1 to June 30.

b. INVOLUNTARY TRANSFERS:

If there are insufficient volunteers to fill the vacancies the Agency desires to fill, or if secondary vacancies are created, the following procedure shall govern:

- i.** The Agency shall select a location or locations as a source for such transfers. The Agency may establish limits on the number of Employees in a particular title to be involuntarily transferred from any particular work location.
- ii.** The following order of priority among Employees possessing the required qualifications, if any, shall be followed:
- (1) Volunteers from within the designated locations up to the established limits, if any.
- (2) Non-volunteers by inverse order of seniority, except employees who fall within the Section 2(b)(ii)(3) shall, for the purpose of this Section 2(b)(ii) be the last to be involuntarily transferred. If such employees are transferred involuntarily, they shall be transferred in order set forth in Section 2(b)(ii)(3).
- (3) Exceptions:
- (a) Employees under extended probation or special evaluatory supervision who have received written notice of such status.
- (b) Employees involuntarily transferred twice within the previous twelve (12) months.
- (c) Travel hardship cases.
- (d) Medical or personal hardship cases.

c. MISCELLANEOUS PROVISIONS:

- i.** Requests for transfer to any position

which the Agency may decide to fill by transfer shall be submitted on a form provided by the Agency for this purpose directly to the HRA Transfer Unit with a copy to the location administration. The Transfer Unit shall maintain a voluntary transfer request file of such requests.

ii. When the Agency decides to fill a vacancy by transfer, the Union will be advised of the date of such decision and whether there are sufficient volunteers on file.

iii. Employees in the voluntary request file shall be granted transfers in order of seniority to positions which the Agency has decided to fill by transfer. Such transfers may not be granted to employees falling within the priority category in Section 2(b)(ii)(3).

iv. At least five (5) working days prior to the filling of a vacancy which the Agency decides to fill by transfer and has the authority to fill (except for vacancies filled pursuant to Section 2(c)(x) on an emergency basis), notice of such vacancy shall be posted on relevant Agency bulletin boards. Qualified Employees wishing to volunteer shall submit a written request. *This subsection shall not be applicable if there are sufficient names in the voluntary transfer request file to fill the vacancies.*

v. Employees shall receive receipts for voluntary transfer requests and rescissions.

vi. Notwithstanding any other provisions, the Agency may limit the number of voluntary transfers for any employee to no more than one in any twelve (12) month period.

vii. Hardships:

(1) Travel hardship cases shall be judged by the Agency based upon the Employee's last official address on file with the Agency's personnel division or bureau. Employees notifying the Agency's personnel division or bureau of a change of address shall receive a receipt attesting to the fact that he/she has filed the necessary change.

(2) When an Employee submits a medical or personal hardship, the Agency must immediately give a receipt and give a written decision to the Employee in a timely manner. Approval of such a request shall include the length of time of such approval.

(3) In the event that a claimed hardship is invalidated or disallowed by the Agency, the matter shall be subject to the grievance procedure directly to Step II or, at the option of the Union, directly to arbitration. If an involuntary transfer is imminent, an expedited Step III determination shall be issued.

(4) An Employee who has requested exemption from the performance of some of the duties of his/her title and has been determined by the Agency to have a medical hardship which makes it unfeasible for said employee to perform field or other duties shall, where feasible, be reassigned to an appropriate vacancy within the work location or be given preference when there is an appropriate vacancy which the agency has determined to fill by transfer. Otherwise, at the Agency's discretion, such an employee may be involuntarily transferred to an appropriate vacancy. Involuntary transfers shall be in inverse order of seniority from among any such affected employees, and the hardship priorities of Section 2(b)(ii)(3) shall apply.

viii. The Agency shall not transfer any Employee as a penalty without the presentation of charges in accordance with established disciplinary procedures.

ix. Upon notification by the Union, the Agency, where feasible, agrees to effectuate a mutual exchange of employees wishing to transfer between two locations. Such exchanges shall be based on seniority within the respective locations. Denial of such exchanges shall not be arbitrary and capricious.

- x. The Agency shall have the right to transfer an Employee on an emergency basis for not more than fifteen (15) working days. Extensions of this period shall be made by mutual consent of the parties. Where feasible, the Agency will not assign an Employee on an emergency basis more than once every six (6) months. The need for an emergency transfer shall be declared by the agency head or his/her designee.
- xi. Employees to be involuntarily transferred shall be given a list of vacancies which are to be filled. The Employee shall have the right, in seniority order, to select any such vacancy for which he/she meets the requirements, if any.
- xii. The Agency agrees that workers to be involuntarily transferred shall receive five (5) working days notice in writing, where feasible.
- xiii. Where feasible, the voluntary transfer request file shall be utilized before Employees are reassigned to new locations.
- xiv. The reporting date of an Employee selected for voluntary transfer shall not be unreasonably delayed.
- xv. The Office of Personnel Services shall return to the Employee any request for transfer submitted which does not contain the qualifications, if any, for the position.

- d. If the Agency wishes to reassign Employees between two locations performing the same or similar functions in the same site and program, the following procedure shall govern:
 - i. The Agency after determining the number of Employees in title to be transferred, shall reassign between the locations in order of seniority from the available volunteers.
 - ii. If there are insufficient volunteers, the Agency shall reassign involuntarily in accordance with the applicable provisions of Section 2(b)(ii) above.
- e. Variations of this Section 2 may be made with the mutual consent of the Agency and the Union.

Section 3. HHC Transfer Procedure (Hospital Care Investigator Occupational Group Only):

- a. Transfers shall be made on the basis of greatest seniority from among Employees on the voluntary transfer request list; provided, however, that an institution or Central Office Cost Group may require facility in a specified foreign language, in which event the most senior employee possessing facility in such language shall be transferred. The vacancy shall be for specific shifts and work days if so stated but in no event shall such work schedule be considered permanent.
- b. **LIMITATIONS TO AN EMPLOYEE'S ENTITLEMENT TO TRANSFER:**
 - i. An Employee who is on his or her probationary period following permanent appointment from the Civil Service List shall not be entitled under the terms of this Agreement to a transfer until completion of such probationary period.
 - ii. A provisional Employee with less than six (6) months of service in the title shall not be entitled under the terms of this Agreement to a transfer.
 - iii. An Employee who has disciplinary action pending or who is under special evaluatory supervision shall not be entitled under the terms of this Agreement to a transfer.
 - iv. An Employee shall not be entitled under the terms of this Agreement to a transfer until completion of one (1) year of service following a voluntary transfer to the Employee's current location.
 - v. An institution or Central Office Cost Group may refuse to honor a transfer request from an Employee who has previously worked at such location and whose services were not satisfactory at such location during the period of employment at such location. Such refusal shall not be arbitrary and capricious. However, the employee will not be denied eligibility to transfer to any other available vacancy.

c. POSTING:

At least five (5) working days prior to the filling of a vacancy which the institution or Central Office Cost Group decides to fill and has authority to fill, notice of such vacancy shall be posted on the bulletin board and a copy of such posting given to the local Union representative of that institution or Central Office Cost Group.

- d. Variations of this Section 3 may be made with the mutual consent of HHC and the Union.

Section 4. HHC Transfer Procedure (Except Hospital Care Investigator Occupational Group):

- a. Voluntary transfers between hospitals when vacancies arise shall be made on the basis of greatest seniority in the hospital or other work location from among per annum Employees who are qualified. Involuntary transfers shall be made on the basis of least seniority within a hospital. However, if transfers are directed out of seniority, such transfers should not be arbitrary and capricious. Any complaint with respect to such transfers shall constitute a grievance subject to the grievance procedure under this Agreement.
- b. **POSTING:**
 - i. At least five (5) working days prior to the filling of a vacancy which the institution or central office location decides to fill and has authority to fill, notice of such vacancy shall be posted on the bulletin board and a copy of such posting given to the local Union representative of that institution or central office location.
 - ii. Within five (5) working days of the posting of such notice, any qualified Employee wishing to volunteer for such vacancy shall submit a written memorandum to the Personnel Director of the institution or central office location where the vacancy occurs, stating his or her name, title, present position, length of time on staff and in a brief statement any other data which he or she believes to be relevant.
- c. Variations of this Section 4 may be made with the mutual consent of HHC and the Union.

Section 5. DOC, DOH/MH (except Community Service Aides) & HPD Transfer Procedure:

When the Agency [DOC, DOH/MH or HPD] decides to transfer Employees in any title (except Community Service Aides) into or out of a particular work location or locations, such transfers shall be made in accordance with the following provisions:

- a. **VOLUNTARY TRANSFERS: The following order of priority for voluntary transfers shall be followed:**
 - i. Employees from the voluntary transfer request list in order of seniority.
 - ii. Any additional volunteers in seniority order.
- b. **INVOLUNTARY TRANSFERS: The following order of priority shall be followed:**
 - i. Non-volunteers by inverse order of seniority, except Employees who fall within the Section 5(b)(ii) shall, for the purpose of this Section 5(b) be the last to be involuntarily transferred. If such Employees are transferred involuntarily, they shall be transferred in order set forth in Section 5(b)(ii).
 - ii. **Exceptions:**
 - (a) Employees under extended probation or special evaluatory supervision who have received written notice of such status.
 - (b) Employees involuntarily transferred twice within the previous twelve (12) months.
 - (c) Travel hardship cases.
 - (d) Medical or personal hardship cases.
- c. **MISCELLANEOUS PROVISIONS:**
 - i. The Agency shall grant normal transfers from the voluntary transfer request list in seniority order on a regular routine basis. Such transfers may not be granted to Employees falling within the priority subsections listed in Section 5(b)(ii)(a) and 5(b)(ii)(b). Notwithstanding the preceding limitation, Employees who have been involuntarily transferred twice within the last twelve (12) months may be granted a voluntary transfer.
 - ii. Notwithstanding any other provisions, the Agency may limit the number of voluntary transfers for any Employee to no more than one (1) in any twelve (12) month period.
 - iii. The Agency shall not transfer any Employee as a penalty without the presentation of charges in accordance with established disciplinary procedures.
 - iv. Travel hardship cases shall be judged by the Agency based upon the Employee's

last official address on file with the Agency's personnel division or bureau. Employees notifying the Agency's personnel division or bureau of a change in address shall receive a receipt attesting to the fact that he or she has filed the necessary change.

- v. The validity of an Employee's claim for medical or personal hardship shall be mutually agreed upon by the Agency and the Union. In the event of a dispute, the Agency shall have the right to transfer or pass over the employee pending the final resolution of the dispute.
- vi. In the event that a claimed hardship is invalidated or disallowed by the Agency, the matter shall be subject to the grievance procedure directly to Step II or, at the option of the Union, directly to arbitration.
- vii. The Agency may establish eligibility requirements for transfers to fill vacancies limited to time in service and specialized skills, or specialized training.
- viii. The Agency shall have the right to transfer an Employee on an emergency basis for not more than fifteen (15) working days.
- ix. At least five (5) working days prior to the filling of a vacancy which the Agency decides to fill by transfer and has the authority to fill (except for vacancies filled pursuant to Section 5(c)(viii) on an emergency basis), notice of such vacancy shall be posted on relevant Agency bulletin boards. Qualified Employees wishing to volunteer shall submit a written request. This clause shall not be applicable if there are sufficient names on the voluntary transfer request list to fill the vacancies.
- x. Employees to be involuntarily transferred shall be given a list of vacancies which are to be filled. The Employee shall have the right, in seniority order, to select any such vacancy for which he/she meets the requirements, if any.
- d. Variations of this Section 5 may be made with the mutual consent of the Agency and the Union.

ARTICLE VIII - PERSONNEL PRACTICES

Section 1.

Employees of the Human Resources Administration who are newly hired, reinstated or due to be restored to payroll and who are not paid on the first pay day after their appointment date or return to active employment shall, upon request, until paid, receive an advance each pay day in an amount equal to the amount specified for new hires in relevant Human Resources Administration procedures.

Section 2.

Any Employee shall be given a one day leave with pay, without charge to annual leave or overtime credits, on each day that such Employee is scheduled and required to take a G.E.D. examination, up to a limit of four (4) examinations per annum.

Section 3.

Any Employee required by the Employer to take a physical examination shall be allowed sufficient time to do so without charge to leave credits. For the Homemaker occupational group, or the Home Aide title, wherever possible such examinations shall be scheduled in the morning, and if the examination must be scheduled in the afternoon, the Employee shall be allowed a full day without charge to leave credits for such examination.

Section 4.

Upon assignment to a new case a Homemaker or Senior Homemaker or Home Aide shall be given available pertinent information required to effectively perform their duties with respect to such case.

Section 5.

When Employees receive their pay checks in advance of their normal pay day and when the agency has advance notice of the alternate pay procedure, every reasonable effort will be made to have the Employees in the Homemaker occupational group and Home Aide title paid at the same time as other employees.

Section 6.

Wherever possible, travel time shall be taken into consideration in the assignment of Homemakers, Senior Homemakers, and Home Aides.

Section 7.

Searches of Employees in the Correctional Counselor occupational group shall be done in accordance with Department of Correction procedures.

Section 8.

Employees in the Human Resources Administration, in

agency-approved school programs, shall be given field placements as agreed to by the educational institution and the Agency.

Section 9.

For Community Assistants, Community Associates, and Community Coordinators only, if equipment is lost or stolen or damaged while the Employee is properly executing his or her job function and through no fault of his or her own, such lost, stolen or damaged property shall not be charged against the Employee.

Section 10.

Any Employee who is shifted to duties or functions substantially different from those performed prior to the shift shall be provided with the appropriate training as may be required by the Agency.

Section 11.

The parties agree that the relationship between Employer and Employee shall be dignified and professional at all times. This means that the Employer and Employees shall not use indecent, abusive, profane language and/or behavior. Claimed violations of this provision are limited to such language and/or behavior.

Section 12.

Each Employee of the Department of Health in the Community Service Aide title who works with poisons or litter shall be entitled to a physical examination and tetanus inoculation prior to employment. Thereafter, on paid working time, on a biannual basis, an examination shall be conducted for the detection of poisons. If a medical condition develops in the course of and as a result of working with poisons or litter, that Employee shall be entitled to another such examination immediately.

Section 13.

On satisfactory completion of the probationary period, all Employees in the Juvenile Counselor occupational group shall have institutional seniority from the date of first employment in any classification and departmental seniority from the date of first employment in a department. Regularly part-time employees in such occupational group shall have separate seniority from regular employees and shall be subordinate to regular employees. Any reassignment within the Agency shall not affect the departmental seniority of an employee in such occupational group as long as that Employee is in an equivalent department and holding the same title.

Section 14.

The Employer agrees to provide for all Mayoral agency employees covered by this Agreement, if the size of the affected staff warrants, a lounge area in (1) a building where the Employer moves into newly rented offices; (2) a newly constructed building owned by the Employer; and (3) Employer offices in existence at the time of signing this Agreement if space is available.

Section 15.

In the Human Resources Administration the Employer agrees that Employees who are promoted and assigned to a new work location shall report to their new assignment on the date determined by OPS except in the case of an emergency determined by OPS.

Section 16.

The Agency shall review the voluntary transfer request file and, where feasible, transfer qualified volunteers before new hires or promotions.

ARTICLE IX - HOURS AND SCHEDULES

Section 1.

All Employees in the Homemaker occupational group and Home Aide title shall be allowed necessary travel time to obtain their paychecks on pay day. Where possible all other Employees shall be allowed necessary time to obtain their paychecks on pay day. If time cannot be granted, every effort shall be made to deliver the checks to the employee's work assignment on pay day.

Section 2.

Homemakers and Senior Homemakers assigned to a child care case for a whole day shall not be replaced by any other Homemaker or Senior Homemaker for any part of that day, except in an emergency.

Section 3.

The Employer, when administratively possible, shall grant an alternate work schedule to an employee who requests such schedule for good and sufficient reason. The decision on such requests shall be made by the agency head or his/her designee. Rejection of such request shall be subject to the grievance procedure.

Section 4.

Employees who have physical handicaps which make it difficult for them to use public transportation during rush hours shall be granted fifteen (15) minute travel periods at the beginning and end of their normal work shift or a single thirty (30) minute travel period either at the beginning or end of their normal work shift.

Section 5.

Each Employee who is eligible for a uniform allowance shall

be allowed one-half day per year without loss of pay or loss of leave time or overtime to purchase uniforms, so long as the business hours of the uniform vendors coincide with the respective working schedules of such Employees.

Section 6.

The following shall apply when an individual's normal work week schedule is to be changed within the same work location:

- i. Volunteers who are qualified in order of seniority.
- ii. Non-volunteers who are qualified in inverse order of seniority.

Section 7.

Voluntary changes from one shift to another shall be made on the basis of greatest seniority in the work location from among per annum employees who are qualified. Involuntary changes shall generally be made on the basis of least seniority of those qualified within a work location; however, if changes are directed out of seniority, such changes should not be arbitrary and capricious. In the event that HRA establishes new shifts, qualified incumbent per annum Employees at the affected work location whose shifts most closely approximate the new shifts shall have, if practicable, priority according their seniority in filling vacancies on the new shift. A complaint with respect to such changes shall constitute a grievance subject to the grievance procedure under this Agreement.

Section 8.

For Home Aides who are not assigned to a normal Monday through Friday work week there shall be an equitable rotation of weekend and holiday assignments.

Section 9.

Work schedules for employees in the Houseparent occupational group shall be posted two (2) weeks in advance. No changes shall occur in these schedules except in an emergency.

Section 10.

In lieu of the provisions of Article III, Section 2 of the Citywide Agreement [Holiday Premium Pay] or any successor agreement thereto, employees in the Juvenile Counselor Occupational Group assigned to "seven day work charts" shall receive two (2) "chart days" off every six (6) weeks. In addition, such Employees assigned to "seven day work charts" which include a shift overlap shall receive an additional "chart day" off every nine (9) weeks. Such "chart days" shall be fixed as a part of the aforementioned "seven day charts." The Department of Juvenile Justice shall inform the Union in advance of any modifications of the work charts. Effective as soon as practicable on or after March 14, 2007, to coincide with the beginning of a regularly scheduled pay period, "Employees assigned to 'seven day work charts' which include a shift overlap" shall receive for each such day actually worked an additional fifteen minutes (00:15:00) compensation in cash at the straight-time rate in lieu of the above-referenced "additional 'chart day' off every nine (9) weeks."

Section 11.

Where feasible, Employees shall be assigned to a schedule to enable them to attend school. This provision shall not be subject to the grievance procedure.

Section 12.

In the Human Resources Administration, transfers and transfer requests shall be for specific shifts, but in no event shall such work schedule be considered permanent.

ARTICLE X - HOLIDAYS AND LEAVE

Section 1.

In the scheduling of vacations for Employees pursuant and subject to the vacation policy and procedures of the respective agency, the Employer agrees that all authorized vacation picks for Employees shall be by seniority in the employees' Civil Service title, including all uninterrupted provisional and temporary time. Choice for Employees assigned to work units which require unit-wide coverage shall be determined by title seniority among Employees in the respective unit. Choice for Employees assigned to work units which require broader coverage shall be determined by title seniority among affected Employees.

Section 2.

- a. The Human Resources Administration shall authorize leave with pay for Employees to attend approved work related conferences with preference given to the most senior employee in title who has not attended another conference within the calendar year preceding the first day of the conference. The Administrator/Commissioner or the Office or person delegated by the Administrator/Commissioner shall make the determination of those titles and functions which are eligible for attendance, and the number of days to be credited under conference leave provisions. Whole bureaus shall not be excluded from attending a specific conference except by the determination of the Administrator/Commissioner or the Office or person delegated to make such determinations. The HRA retains the right to limit authorization for leave to attend such conferences based upon staff needed in specific locations.
- b. Employees of other agencies may obtain leave with

pay to attend approved work related conferences upon the approval of the agency head or his or her designee(s).

- c. The Union and the Employees shall be notified sufficiently in advance of approved conferences.

- d. Time required and spent by an Employee in traveling to and from an approved conference or educational seminar during his or her normal work schedule shall be included in any paid leave of absence granted for such purpose by the Employer, provided that the employee travels to and from the conference by the most expeditious means.

Section 3.

All Employees of the Human Resources Administration shall be permitted to take annual leave and sick leave allowances as such allowances accrue, subject to the rules and regulations of the agency.

Section 4.

The Employer agrees for Employees in the Human Resources Administration to consider, upon application of the Employee involved, the granting of up to one (1) additional year of leave-of-absence for purposes of child care, beyond the three (3) years of combined confinement and child care leave, pursuant to Section 5.1 of the Leave Regulations.

Section 5.

Decisions on requests for annual leave or for leave with pay to attend approved conferences pursuant to Article X, Section 2, shall be made within seven (7) working days of submission except for requests which cannot be approved at the local level or requests for leave during the summer peak vacation period or other such periods for which the Employer has established and promulgated a schedule for submission and decision of leave requests.

Section 6.

All Employees shall be notified by posting on bulletin boards of professional enhancement programs authorized by the Agency and relevant to their title and program with equal opportunity to apply for same regardless of location or bureau.

Section 7.

Vacations for Employees in Juvenile Counselor occupational group may be taken at any time of the year subject to the approval and staffing needs of the Agency.

Section 8.

Employees requesting leave without pay shall receive a definitive response from the Agency within thirty (30) calendar days of the date of submission.

ARTICLE XI - TRANSPORTATION AND REIMBURSEMENT

Section 1.

Each Employee who is assigned to a car territory shall be supplied by the Employer with a sign suitable for display from a car visor and/or windshield. Such sign shall bear the words "Official Business...(Department or Agency)" and shall bear a reproduction of the Official Seal.

Section 2.

The Employer shall make every possible effort to provide free parking facilities close to the work location for employees assigned to car territory assignments.

Section 3.

Employees shall be reimbursed for actual expenses for transportation in the field on bus, subway, or elevated lines over the fastest route of such transportation when the distance to be traveled by any mode is six (6) city blocks or more or the equivalent.

Section 4.

All money for the reimbursement of Employee expenses not collected by an Employee within two (2) months following its availability, shall be mailed to the home of the Employee, whether or not such Employee's services have terminated.

Section 5.

Employees who are authorized and required to spend part of a work day at a school shall be reimbursed for necessary transportation between the school and the Employee's work location.

Section 6.

An Imprest Fund to pay in advance for the transport of children shall be continued. Any Employee authorized and required to transport a minor child after 4:00 p.m. may use a taxi to do so (within the New York City limits and the counties of Nassau, Suffolk, Westchester, Rockland, Bergen, Union, Hudson, Middlesex and Essex) and shall be entitled to use a taxi to return from the transport destination to the Employee's home.

When an Employee is authorized and required to transport a minor child after 4:00 p.m. to other than the above listed counties: 1) he/she may use taxis to the public transportation's embarkation point; 2) from the public transportation's debarkation point to the transport

destination; 3) from the transport destination back to public transportation, and 4) from the public transportation's debarkation point in the New York City area back to the Employee's home.

Section 7.

Every effort shall be made to maintain sufficient sums in the Imprest Fund so that Employees authorized and required to transport a minor child or adult shall be able to do so without using their personal funds.

Section 8.

Employees in the titles Community Assistant, Community Associate and Community Coordinator shall be reimbursed for all authorized and required job related expenses. Such authorization shall be in writing.

Section 9.

Any field worker assignment in the Human Resources Administration which contains a substantial number of cases, the addresses for which are not readily accessible to public transportation, shall be considered a car territory assignment.

Section 10.

Any Employee required by HRA to transport an adult shall be provided with transportation by HRA or given taxi fare in lieu thereof.

ARTICLE XII - LABOR-MANAGEMENT COMMITTEE

Section 1.

- a. The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee in each of the agencies having at least fifty (50) employees [For the Human Rights Specialist occupational group, the number of Employees shall be ten (10)].
- b. Each labor-management committee shall consider and recommend to the agency head changes in the working conditions of the Employees within the agency, including developments in the reorganization of the Human Resources Administration and the decentralization of billings and collections procedures of the Health and Hospitals Corporation, and the practical impact of such developments upon Employees. The labor-management committee shall not consider items subject to the grievance procedure.
- c. Each labor-management committee shall consist of six (6) members who shall serve for the term of this Agreement. The Union shall designate three (3) members and the agency head shall designate three (3) members. The appointing party shall have the right to remove its designees upon notice to the other party. Each member may designate one (1) alternate. Each committee shall select a chairperson from among its members at each meeting. The Union may, through its members on the committee, designate up to a maximum of four (4) consultants to attend a particular meeting. The agency shall have the same right.

The chair of each committee shall alternate between the members designated by the agency head and the members designated by the Union. A quorum shall consist of a majority of the total membership of a committee. A committee shall make its recommendations to the agency head in writing.

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

Section 2.

Time spent by Employee representatives in the conduct of labor relations with the City and on Union activities shall be governed by the terms of Executive Order No. 75, as amended dated March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and Its Employees and on Union Activity" or any other applicable Executive Order.

Section 3.

Upon request to the responsible official in charge of a work location, the Union may use Employer premises for meetings during employees' lunch hours, subject to availability of appropriate space and provided such meetings do not interfere with Employer business.

Section 4.

- a. The Human Resources Administration shall provide a bulletin board or portion of a bulletin board in each location for the posting of legitimate and proper Union material. Sufficient space shall be made available to permit 8-1/2 inch by 14 inch notices to appear. The Union shall have the sole and exclusive use of such bulletin boards or portions thereof.

- b. In other agencies the Union may post notices on bulletin boards in places and locations where notices usually are posted by the Employer for the Employees to read.
- c. All notices shall be on Union stationery, and shall be used only to notify Employees of matters pertaining to Union affairs.

Section 5.

The Employer agrees to make every reasonable effort to supply the Union with information regarding changes in working conditions, changes in job content, changes in programs, or functions prior to proposed implementation of such changes.

Section 6.

The Employer shall provide the Union every three (3) months with a seniority list covering all employees in the Human Resources Administration. The Employer also shall provide a monthly list of all newly hired employees.

Section 7.

The Employer agrees in Mayoral agencies only, to grant super-seniority in all involuntary transfers to one (1) duly designated and registered Union representative in each work location of the Department of Social Services, and the Human Resources Administration with from 1 to 24 employees; two (2) such representatives for locations with 25 to 124 employees; three (3) such representatives for locations with 125 to 174 employees and one (1) such additional representative for every 50 additional employees; and one (1) such representative in each work location in other agencies where there are more than twentyfive (25) employees.

Section 8.

Designated Union Chapter officers shall receive super-seniority for those involuntary transfers which would remove them from their Chapter as follows: three (3) designated Union representatives from the Social Services Employees Chapter of Local 371; and two (2) designated Union representatives each from the Local 371 Bureau of Child Welfare Chapter and the Shelter and Institutional Employees Chapter.

Section 9.

The Employer, recognizing that adequate training and staff development programs are desirable management goals, agrees to discuss these items with the Union within the respective labormanagement committees.

Section 10.

The question of appropriate training for Employees to perform their duties under any form of reorganization shall be referred to the labormanagement committee.

Section 11.

In the Human Resources Administration the Union shall be notified in advance of any final decision with respect to any change in classification of positions occupied by employees covered by this Agreement.

ARTICLE XIII - DISCIPLINARY PROCEEDINGS

This Article shall apply when an Employee of the Human Resources Administration is summoned to an interview which may lead to a disciplinary action which is conducted by someone outside the normal supervisory chain of command.

- a. Employees who are summoned to the appropriate office of the Department shall be notified in writing at least two (2) work days in advance of the day on which the interview or hearing is to be held, and a statement of the reason for the summons shall be attached, except where an emergency is present or where considerations of confidentiality are involved.
- b. i. Whenever such an Employee is summoned for an interview or hearing for the record which may lead to disciplinary action, he or she shall be entitled to be accompanied by no more than two (2) Union representatives, one of whom may be a lawyer, and he or she shall be informed of this right. If a statement is taken, he or she shall be entitled to a copy.
- ii. An interview may be held which is not in accordance with these conditions.
- However, such an interview shall not be considered a part of the Employee's personnel file or record and neither the fact of the interview nor any statements made at the interview by either the Employer or the Employee may be used in any subsequent Employer proceeding against the Employee.
- iii. Wherever possible, such hearings and interviews shall be held in physical surroundings which are conducive to privacy and confidentiality.

ARTICLE XIV - CITYWIDE ISSUES

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

including the Employees covered by this Agreement.

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

ARTICLE XV - NO STRIKES

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

ARTICLE XVI - FINANCIAL EMERGENCY ACT

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

ARTICLE XVII - APPENDICES

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

ARTICLE XVIII - SAVINGS CLAUSE

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

ARTICLE XIX - CONTRACTING-OUT CLAUSE

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

ARTICLE XX - CIVIL SERVICE AND CAREER DEVELOPMENT

A joint committee composed of representatives of the Office of Management and Budget, the Office of Labor Relations, Department of Citywide Administrative Services, the Health and Hospitals Corporation, and the Union shall meet to study problems related to career development and retention of personnel, and where deemed necessary make recommendations to the appropriate Employer officials.

WHEREFORE, we have hereunto set our hands and seals this 17th day of August, 2012.

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

BY: _____ **BY:** _____
 JAMES F. HANLEY LILLIAN ROBERTS
 Commissioner of Labor Relations Executive Director

FOR THE NEW YORK CITY HEALTH AND HOSPITALS CORPORATION:

BY: _____ **BY:** _____
 SALVATORE J. RUSSO ANTHONY WELLS
 Senior Vice President and President
 General Counsel

APPROVED AS TO FORM:

BY: _____
 PAUL T. REPHEN
 Acting Corporation Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD: _____, 2012.
 UNIT: Social Services & Related Titles ("SSRT")

TERM: March 3, 2008 – March 2, 2010

Appendix A Longevity Increment Eligibility Rules

The following rules shall govern the eligibility of Employees for the longevity increments provided for in Article III, Section 8 of the 2008 - 2010 Social Services & Related Titles Agreement.

- Only service in pay status shall be used to calculate the 15 years of service, except that for other than full time per annum employees only a continuous year of service in pay status shall be used to calculate the 15 years of service. A continuous year of service shall be a full year of service without a break of more than 31 days. Where the regular and customary work year for a title is less than a twelve month year, such as a school year, such regular and customary year shall be credited as a continuous year of service counting towards the 15 years of service. If the normal work year for an Employee is less than the regular and customary work year for the Employee's title, it shall be counted as a continuous year of service if the Employee has customarily worked that length work year and the applicable agency verifies that information.
- Service in pay status prior to any breaks in service of more than one year shall not be used to calculate the 15 years of service. Where an employee has less than seven years of continuous service in pay status, breaks in service of less than one year shall be aggregated. Where breaks in service aggregate to more than one year they shall be treated as a break in service of more than one year and the service prior to such breaks and the aggregated

breaks shall not be used to calculate the 15 years of service. No break used to disqualify service shall be used more than once.

3. The following time in which an Employee is not in pay status shall not constitute a break in service as specified in paragraph 2 above:

- a. Time on a leave approved by the proper authority which is consistent with the Personnel Rules and Regulations of the City of New York or the appropriate personnel authority of a covered organization.
b. Time prior to a reinstatement.
c. Time on a preferred list pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.
d. Time not in pay status of 31 days or less.

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

4. Once an Employee has completed the 15 years of "City" service in pay status and is eligible to receive the \$800 longevity increment, the \$800 shall become part of the Employee's base rate for all purposes except as provided in paragraph 5 below.

5. The \$800 longevity increment shall not become pensionable until fifteen months after the Employee begins to receive such \$800 increment. Fifteen months after the Employee begins to receive the \$800 longevity increment, such \$800 longevity increment shall become pensionable and as part of the Employee's base rate, the \$800 longevity increment shall be subject to the general

increases provided in Article III, Section 3(a) of this Agreement.

The City of New York Office of Labor Relations 40 Rector Street, New York, NY 10006-1705 http://nyc.gov/olr

Lillian Roberts, Executive Director District Council 37, AFSCME, AFL-CIO 125 Barclay Street New York, New York 10007

Anthony Wells, President SSEU, Local 371, AFSCME, AFL-CIO 817 Broadway New York, New York 10003

RE: Disciplinary Procedures and the District Attorneys

Dear Ms. Roberts and Mr. Wells:

This is to confirm our mutual understanding regarding Article VI of the Social Services and Related Titles Agreement and its applicability to the District Attorneys' Offices.

- 1. It is understood that the District Attorneys have not elected to be covered by subsections 1(e), 1(f), 1(g), and 1(h) of said Article VI and that these subsections do not currently apply to the employees of the District Attorneys' Offices.
2. It is further understood that disciplinary procedures are a mandatory subject of bargaining for non-exempt, non-confidential employees of the District Attorney Offices.
3. This letter shall be deemed an appendix to the 2008- 2010 SSRT. The terms set forth herein shall remain in force until the termination date of the 2008-2010 SSRT, except as may be modified by any

written agreement(s) approved by the District Attorneys' Offices, collectively or individually.

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

Sincerely, /s/

JAMES F. HANLEY

AGREED OF BEHALF OF DC 37 BY: /s/ LILLIAN ROBERTS
AGREED OF BEHALF OF LOCAL 371 BY: /s/ ANTHONY WELLS

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MAYOR'S OFFICE OF CONTRACT SERVICES

NOTICE

Notice of Intent to Issue New Solicitations Not Included in FY 2013 Annual Contracting Plan and Schedule

NOTICE IS HEREBY GIVEN that the Mayor will be issuing the following solicitations not included in the FY 2013 Annual Contracting Plan and Schedule that is published pursuant to New York City Charter Section 312(a):

Agency: Department of Citywide Administrative Services
Nature of services sought: Rental services of refuse containers for construction waste and disposal.
Start date of the proposed contract: 1/1/2013
End date of the proposed contract: 12/31/2017
Method of solicitation the agency intends to utilize: Competitive Sealed Bid
Personnel in substantially similar titles within agency: None
Headcount of personnel in substantially similar titles within agency: 0

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CHANGES IN PERSONNEL

FIRE DEPARTMENT FOR PERIOD ENDING 08/03/12

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE. Rows include VILLARUEL, YAGUDAYEV, ZHANG, ZHANG.

ADMIN FOR CHILDREN'S SVCS FOR PERIOD ENDING 08/03/12

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE. Rows include ADEOYE, AKADE, BAEZ, BEHREMOVIC-DURM, CAMBRIDGE, CHOY, CRAYTON, CUMMINGS, DAVIS, EDWARDS, EKPE, ENCARNACION, FERGUS, FERLIOLI, FIELDS, FISHER, FRANCIS, GAYNUS-EL, GONZALEZ, GORDON, GORKEH, GOTTESMAN, GRANT, GRAY, GRAY, GRESHAM, HAMILTON, HARRIS, HERRERA, HOPKINS, HUNTER, JOHNSON, JOSEPH, KAYEMBE, KIRBY, LEE, LORIENT, MAITLAND, MALDONADO, MCLEOD, MIKHALKO, MIRZOYEV, MPRAH, MURCIA, MWALUKO, NELSON, NELSON, NELSON, NORFLEET, PAUL, PEGUERO, PEGUERO, PEMBERTON, PEREZ, PETERS, PIPER.

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE. Rows include POPKIN, REDWINE, REED, REYES, RISHER, ROBINSON, RODRIGUEZ, RODRIGUEZ, RODRIGUEZ, RODRIGUEZ, ROMAN, SALIFU, SCURRY, SIMPSON, SIMPSON, SMITH, SMITH, SPRINGER, STEPHENS, STRACHAN, TARPINIAN, TENTION, UKUBIWE, ULYSSE, VALENTINE SAFFA, WESCO, WESCO, WILLIAMS, WILLIAMS.

HRA/DEPT OF SOCIAL SERVICES FOR PERIOD ENDING 08/03/12

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF DATE. Rows include AHMED, AHMED, ALEXANDER, ARUTYUNOVA, ARUTYUNOVA, BADIA, BARROW, BENSON, BERRY, BROOKS, CARDONA, CARDONA, CARTER, CHEN, DEAS, DEAS, DEL VECCHIO, DELEON, DEPIPPPO, DIGIAMMARCO, DIXON, DODD, ENCARNACION, ENG, FERGUSON, FIELDS, FONT, FRAZIER, FRAZIER, GONZALEZ, GONZALEZ, GRANT, GUIDO, IGBINOVIA, JACKSON, JANANI, JIMENEZ, JONES JR JR, LIANG, MCFARLANE.

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Lists personnel changes for various departments including DEPT. OF HOMELESS SERVICES.

DEPT. OF HOMELESS SERVICES FOR PERIOD ENDING 08/03/12

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Lists personnel changes for DEPT. OF HOMELESS SERVICES.

DEPARTMENT OF CORRECTION FOR PERIOD ENDING 08/03/12

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Lists personnel changes for DEPARTMENT OF CORRECTION.

PUBLIC ADVOCATE FOR PERIOD ENDING 08/03/12

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Lists personnel changes for PUBLIC ADVOCATE.

CITY COUNCIL FOR PERIOD ENDING 08/03/12

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Lists personnel changes for CITY COUNCIL.

CITY CLERK FOR PERIOD ENDING 08/03/12

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Lists personnel changes for CITY CLERK.

DEPARTMENT FOR THE AGING FOR PERIOD ENDING 08/03/12

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Lists personnel changes for DEPARTMENT FOR THE AGING.

FINANCIAL INFO SVCS AGENCY FOR PERIOD ENDING 08/03/12

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Lists personnel changes for FINANCIAL INFO SVCS AGENCY.

DEPARTMENT OF JUVENILE JUSTICE FOR PERIOD ENDING 08/03/12

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Lists personnel changes for DEPARTMENT OF JUVENILE JUSTICE.

OFF OF PAYROLL ADMINISTRATION FOR PERIOD ENDING 08/03/12

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Lists personnel changes for OFF OF PAYROLL ADMINISTRATION.

INDEPENDENT BUDGET OFFICE FOR PERIOD ENDING 08/03/12

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Lists personnel changes for INDEPENDENT BUDGET OFFICE.

LANDMARKS PRESERVATION COMM FOR PERIOD ENDING 08/03/12

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Lists personnel changes for LANDMARKS PRESERVATION COMM.

DISTRICTING COMMISSION FOR PERIOD ENDING 08/03/12

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Lists personnel changes for DISTRICTING COMMISSION.

TAXI & LIMOUSINE COMMISSION FOR PERIOD ENDING 08/03/12

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Lists personnel changes for TAXI & LIMOUSINE COMMISSION.

PUBLIC SERVICE CORPS FOR PERIOD ENDING 08/03/12

Table with columns: NAME, NUM, SALARY, ACTION, PROV, EFF_DATE. Lists personnel changes for PUBLIC SERVICE CORPS.

LATE NOTICE

CITYWIDE ADMINISTRATIVE SERVICES

SOLICITATIONS

Goods

HEATING OIL, BIOBLEND AND BIOHEAT, BULK DELIVERY - Competitive Sealed Bids - PIN# 8571200275 - DUE 09-12-12 AT 10:30 A.M - A copy of the bid can be downloaded from the City Record Online site at http://a856-internet.nyc.gov/nycvendononline/home.asp.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above. Department of Citywide Administrative Services, 1 Centre Street, 18th Floor, New York, NY 10007. Veronica Vanderpool (212) 669-8517; Fax: (212) 669-7581; vvanderpool@dcas.nyc.gov

READER'S GUIDE

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

NOTICE TO ALL NEW YORK CITY CONTRACTORS

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

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 \$17 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. Registration for these lists is free of charge. To register for these lists, prospective suppliers should fill out and submit the NYC-FMS Vendor Enrollment application, which can be found online at www.nyc.gov/selltonyc. To request a paper copy of the application, or if you are uncertain whether you have already submitted an application, call the Vendor Enrollment Center 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 at 110 William Street, New York, NY 10038. Sessions are convened on the second Tuesday of each month from 10:00 A.M. to 12:00 P.M. For more information, and to register, call (212) 618-8845 or visit www.nyc.gov/html/sbs/nycbiz and click on Summary of Services, followed by Selling to Government.

PRE-QUALIFIED LISTS

New York City procurement policy permits agencies to develop and solicit from pre-qualified lists of vendors, under prescribed circumstances. When an agency decides 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 lists 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 an Agency Chief Contracting Officer at any time, unless otherwise indicated, and action (approval or denial) shall be taken by the agency within 90 days from the date of submission. Any denial or revocation of pre-qualified status can be appealed to the Office of Administrative Trials and Hearings (OATH). Section 3-10 of the Procurement Policy Board Rules describes the criteria for the general use of pre-qualified lists. For information regarding specific pre-qualified lists, please visit www.nyc.gov/selltonyc.

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, and the Housing Authority. Suppliers interested in applying for inclusion on bidders lists for Non-Mayoral entities should contact these entities directly at the addresses given in the Vendor Information Manual.

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 9:30 A.M. to 5:00 P.M., except on legal holidays. For more information, contact the Mayor's Office of Contract Services at (212) 341-0933 or visit www.nyc.gov/mocs.

ATTENTION: NEW YORK CITY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

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

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 pays interest on all late invoices. However, there are certain types of payments that are not eligible for interest; these are listed in Section 4-06 of the Procurement Policy Board Rules. The Comptroller and OMB determine the interest rate on late payments twice a year: in January and in July.

PROCUREMENT POLICY BOARD RULES

The Rules may also be accessed on the City's website at www.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:

ACCO	Agency Chief Contracting Officer
AMT	Amount of Contract
CSB	Competitive Sealed Bid including multi-step
CSP	Competitive Sealed Proposal including multi-step
CR	The City Record newspaper
DP	Demonstration Project
DUE	Bid/Proposal due date; bid opening date
EM	Emergency Procurement
FCRC	Franchise and Concession Review Committee
IFB	Invitation to Bid
IG	Intergovernmental Purchasing
LBE	Locally Based Business Enterprise
M/WBE	Minority/Women's Business Enterprise
NA	Negotiated Acquisition
OLB	Award to Other Than Lowest Responsive Bidder/Proposer
PIN	Procurement Identification Number
PPB	Procurement Policy Board
PQL	Pre-qualified Vendors List
RFEI	Request for Expressions of Interest
RFI	Request for Information
RFP	Request for Proposals
RFQ	Request for Qualifications
SS	Sole Source Procurement
ST/FED	Subject to State and/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 <i>Special Case Solicitations/Summary of Circumstances:</i>
CSP	Competitive Sealed Proposal including multi-step
CP/1	Specifications not sufficiently definite
CP/2	Judgement required in best interest of City
CP/3	Testing required to evaluate
CB/PQ/4	
CP/PQ/4	CSB or CSP 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 <i>For ongoing construction project only:</i>
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 <i>For Legal services only:</i>
NA/12	Specialized legal devices needed; CSP not advantageous
WA	Solicitation Based on Waiver/Summary of Circumstances (<i>Client Services/CSB or CSP only</i>)
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 <i>Award to Other Than Lowest Responsible & Responsive Bidder or Proposer/Reason (award only)</i>
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. Each of these subsections separately lists notices pertaining to Goods, Services, or Construction.

Notices of Public Hearings on Contract Awards appear at the end of the Procurement Section.

At the end of each Agency (or Division) listing is a paragraph giving the specific address to contact to secure, examine and/or to submit bid or proposal documents, forms, plans, specifications, and other information, as well as where bids will be publicly opened and read. This address should be used for the purpose specified unless a different one is given in the individual notice. In that event, the directions in the individual notice should be followed.

The following is a SAMPLE notice and an explanation of the notice format used by the CR.

SAMPLE NOTICE:

POLICE

DEPARTMENT OF YOUTH SERVICES

■ SOLICITATIONS

Services (Other Than Human Services)

BUS SERVICES FOR CITY YOUTH PROGRAM – Competitive Sealed Bids
– PIN# 056020000293 – DUE 04-21-03 AT 11:00 A.M.

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

NYPD, Contract Administration Unit, 51 Chambers Street, Room 310, New York, NY 10007. Manuel Cruz (646) 610-5225.

☛ m27-30

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