



THE CITY RECORD

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THE CITY RECORD

BILL DE BLASIO

Mayor

LISETTE CAMILO

Commissioner, Department of Citywide
Administrative Services

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Editor, The City Record

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PUBLIC HEARINGS AND MEETINGS

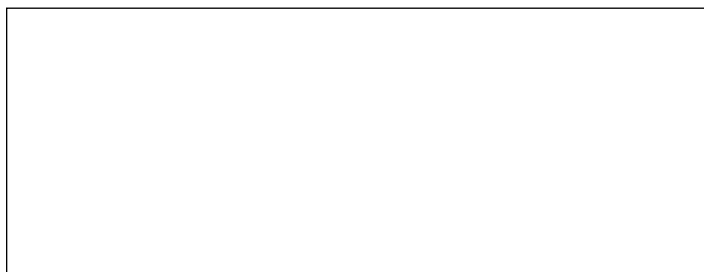
See Also: *Procurement; Agency Rules*

BOROUGH PRESIDENT - BROOKLYN

■ PUBLIC HEARINGS

CORRECTED NOTICE

NOTICE IS HEREBY GIVEN that, pursuant to Section 201 of the New York City Charter, the Brooklyn borough president will hold a remote ULURP public hearing on the following matters, commencing, at 6:00 P.M., on Monday, September 27, 2021.



The hearing will be conducted via the Webex video conferencing system.

Members of the public may join and testify using the following information:

Event Address: https://nycbp.webex.com/nycbp/onstage/g.php?MTID=e50040b09ee5560a092673f73fa0f3e7a
Event Number: 179 298 3276
Event Password: ulurp

Those wishing to call in without video may do so using the following information:

Audio Conference: +1-408-418-9388

Access Code: 179 298 3276

1) River Ring (210425 MMK, 220061 MLK, 220062 ZMK, 220063 ZRK, 220064 ZSK, 220070 ZSK)

Applications for property in Community District 1, Borough of Brooklyn, submitted by River Street Partners LLC, pursuant to Sections 197-c, 199 and 201 of the New York City Charter, and Section 5-430 et seq. of the New York City Administrative Code for the following.

- An amendment to the City Map involving:
 - The elimination, discontinuance and closing of Metropolitan Avenue between River Street and the United States Pierhead Line (USPL)
 - The elimination, discontinuance, and closing of a portion of North First Street from a point 200 feet west of River Street and the USPL

- The adjustment of grades and block dimensions necessitated thereby; including authorization for any acquisition or disposition of real property related thereto, in accordance with Map No. Y-2760 dated August 16, 2021, and signed by the Brooklyn borough president
- To facilitate a landfill of approximately 6,230 sq. ft. located in the East River, in connection with a proposed mixed-use development, within a large-scale general development (LSGD), on property generally bounded by North Third Street, River Street, North First Street, a line 200 feet northwesterly of River Street, Grand Ferry Park, and the USPL (Block 2355, Lots 1 and 20; Block 2361, Lots 1, 20, and 21, and Block 2376, Lot 50; and the above reference intended demapped portions of Metropolitan Avenue and North First Street), in a proposed C6-2 District.
- An amendment of the Zoning Map changing from an M3-1 District to a C6-2 District property bounded by North Third Street, River Street, North First Street, a line 200 feet northwesterly of River Street, a northeasterly boundary line of Grand Ferry Park, and the USPL, and changing from an M3-1 District to an M1-4 District property bounded by North Third Street, Kent Avenue, North First Street, and River Street, and subject to the conditions of CEQR Declaration E-636. The proposed zoning text amendment would designate an MIH area coterminous with the area proposed to be designated as a C6-2A zoning district.
- An application in connection with a proposed mixed-use development, within a LSGD, on property generally bounded by North Third Street, River Street, North First Street, a line 200 feet northwesterly of River Street, Grand Ferry Park, and the US Pierhead Line (Block 2355, Lots 1 and 20; Block 2361, Lots 1, 20 and 21, Block 2376, Lot 50, and the demapped portions of Metropolitan Avenue and North First Street), in a C6-2 District, for the grant of special permits pursuant to the following Sections of the ZR:
 - ZR Section 74-743(a)(2):
 - To modify the height and setback, floor area distribution, maximum residential tower size, and maximum width of building walls facing a shoreline per requirements of ZR Section 62-341 (Developments on land and platforms)
 - Section 74-743(a)(13):
 - To allow existing land projecting seaward of the bulkhead line to be replaced or reconstructed with new platforms and such platform be included as part of the upland lot
 - To allow such new piers and platforms to be considered lot area for the purposes of determining allowable floor area, dwelling units, and other bulk regulations of ZR Section 62-31(b) & (c) (Bulk Computations on Waterfront Zoning Lots)
 - To waive the requirements of ZR Sections 62-242 (Uses on new piers and platforms), 62-54 (Requirements for Public Access on Piers), and ZR Section 62-63 (Design Requirements for Public Access on Piers and Floating Structures)
- An application for the grant of a special permit pursuant to Section 74-533 of the ZR to reduce the number of required accessory off-street parking spaces from 40 percent to 20 percent, for dwelling units in a development within a Transit Zone, which includes at least 20 percent of all dwelling units as income-restricted housing units, in connection with a proposed mixed-use development, within a LSGD, on property generally bounded by North Third Street, River Street, North First Street, a line 200 feet northwesterly of River Street, Grand Ferry Park, and the USPL (Block 2355, Lots 1 and 20; Block 2361, Lots 1, 20 and 21; Block 2376, Lot 50, and the intended to be demapped portions of Metropolitan Avenue and North First Street), in a C6-2 District

The requested actions are intended to facilitate two mixed-use towers, one at 49 stories and an approximately 560'-tall tower (600', including bulkhead) and the second being 64 stories and an approximately 710'-tall tower (750' including bulkhead). In total the proposed development is intended to be approximately 1,158,800 sq. ft. (6.17 FAR), with approximately 1,050 dwelling units, a 30,000 sq. ft. community center, 79,000 sq. ft. of commercial space, including office space and local retail, approximately 250 accessory attended parking spaces for at least 20 percent of market-rate dwelling units, 538 required bicycle parking spaces, and approximately 2.9 acres of new public open space comprised of approximately 2.32 acres of accessible in-river space and 0.86 acres of intertidal area. Approximately 263 units (25 percent of residential floor area) would be affordable to households earning an average 60 percent of AMI. Local retail uses on the ground floor of both buildings would activate street frontages along

North First and Third streets, and River Street, as well as along the adjacent publicly-accessible open space. No loading docks are required, and none will be provided. A landfill action would add approximately 6,319 sq. ft. of landfill as part of the waterfront public open space plan.

This hearing will be recorded for public transparency and made available on Borough President Adams' YouTube channel, One Brooklyn.
 Accessibility questions: Nathan Sherfinski, (718) 802-3857, nathan.sherfinski@brooklynbp.nyc.gov, by: Friday, September 24, 2021 5:00 P.M..



s14-27

CITY COUNCIL

■ PUBLIC HEARINGS

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

The Subcommittee on Zoning and Franchises will hold a public hearing, accessible both in person and remotely, on the following matters in the City Council Chambers, City Hall, New York, NY 10007, commencing at 10:00 A.M., on September 24, 2021. The hearing will be live-streamed, via the Council's website, at <https://council.nyc.gov/live/>. Please visit, <https://council.nyc.gov/land-use/>, in advance for information about how to testify and how to submit written testimony.

RIVER NORTH (LIBERTY TOWERS)

STATEN ISLAND CB - 1

C 210289 ZMR

Application submitted by Richmond SI Owner, LLC, pursuant to Sections 197-c and 201 of the New York City Charter, for an amendment of the Zoning Map, Section No. 21c:

1. eliminating from an existing R6 District a C2-2 District bounded by Richmond Terrace, Hamilton Avenue, a line 100 feet westerly of Stuyvesant Place, a line 100 feet southwesterly of Richmond Terrace, and Nicholas Street;
2. eliminating a Special Hillside Preservation District (HS) bounded by Richmond Terrace, Stuyvesant Place, Hamilton Avenue, a line 185 feet westerly of Stuyvesant Place, a line 185 feet southwesterly of Richmond Terrace, and Nicholas Street;
3. changing from an R6 District to an R7-3 District property bounded by Richmond Terrace, Stuyvesant Place, Hamilton Avenue, a line 185 feet westerly of Stuyvesant Place, a line 185 feet southwesterly of Richmond Terrace, and Nicholas Street;
4. establishing within an existing R6 District a C2-4 District bounded by Richmond Terrace, Hamilton Avenue, and Stuyvesant Place;
5. establishing within a proposed R7-3 District a C2-4 District bounded by Richmond Terrace, Stuyvesant Place, Hamilton Avenue, a line 185 feet westerly of Stuyvesant Place, a line 185 feet southwesterly of Richmond Terrace, and Nicholas Street; and
6. establishing a Special St. George District (SG) bounded by Richmond Terrace, Hamilton Avenue, a line 185 feet westerly of Stuyvesant Place, a line 185 feet southwesterly of Richmond Terrace, and Nicholas Street;

Borough of Staten Island, Community District 1, as shown on a diagram (for illustrative purposes only), dated May 3, 2021, and subject to the conditions of CEQR Declaration E-614.

RIVER NORTH (LIBERTY TOWERS)

STATEN ISLAND CB - 1 N 210290 ZRR

Application submitted by Richmond SI Owner, LLC, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying Article XII, Chapter 8 (Special St. George District) and related Sections, and modifying APPENDIX F for the purpose of establishing a Mandatory Inclusionary Housing area.

The proposed text amendment may be seen in the City Planning Calendar of July 14, 2021 (Cal. No. 48), and the Department of City Planning website: (www.nyc.gov/planning).

RIVER NORTH (LIBERTY TOWERS)

STATEN ISLAND CB - 1 C 210291 ZSR

Application submitted by Richmond SI Owner, LLC, pursuant to Sections 197-c and 201 of the New York City Charter, for the grant of a special permit, pursuant to Section 128-62* of the Zoning Resolution as follows:

- 1. to modify the rear yard requirements of Section 23-47 (Minimum Required rear yard);
2. to modify the permitted obstruction requirements of Section 128-31 (Rooftop Regulations) and Section 33-42 (Permitted Obstructions);
3. to modify the height and setback requirements of Section 128-33* (Maximum Base Height) and Section 128-34* (Maximum Building Height); and
4. to modify the planting requirements of Section 128-42 (Planting Areas);

in connection with a proposed mixed-use development, on property, located at 24 Stuyvesant Place (Block 13, Lots 82, 92, 100 and p/o Lot 8), in an R7-3/C2-4** District, within the Special St. George District (SG)**.

* Note: Sections 128-33, 128-34 & 128-62 are proposed to be change under a concurrent related application for a Zoning Text change (N 210290 ZRR).

** Note: This site is proposed to be rezoned by changing R6(HS) & R6/C2-2(HS) Districts to an R7-3/C2-4(SG) District under a concurrent related application for a Zoning Map change (C 210289 ZMR).

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

252 VICTORY BOULEVARD

STATEN ISLAND CB - 1 C 210361 ZMR

Application submitted by Victory Boulevard Realty, LLC, pursuant to Sections 197-c and 201 of the New York City Charter, for an amendment of the Zoning Map, Section No. 21c:

- 1. changing from an R3-2 District to an R6B District property bounded by the northwesterly centerline prolongation of Avon Place, the northeasterly prolongation of the northwesterly streetline of Rosewood Place, the northwesterly prolongation of a line 100 feet southwesterly of Avon Place, a line midway between Victory Boulevard and Rosewood Place and its northeasterly prolongation, the northwesterly centerline prolongation of Bayview Place, and Victory Boulevard;
2. changing from an R3X District to an R6B District property bounded by the northwesterly prolongation of a line 100 feet southwesterly of Avon Place, the northeasterly prolongation of the northwesterly streetline of Rosewood Place, the northwesterly centerline prolongation of Bayview Place, and a line midway between Victory Boulevard and Rosewood Place and its northeasterly prolongation;

- 3. establishing within an existing R3-2 District a C1-3 District bounded by the northwesterly centerline prolongation of Bayview Place, a line midway between Victory Boulevard and Rosewood Place, a line 400 feet northeasterly of Cebra Avenue, and Victory Boulevard; and
4. establishing within the proposed R6B District a C1-3 District bounded by northwesterly centerline prolongation of Avon Place, a line 75 feet southeasterly of Victory Boulevard, the northwesterly centerline prolongation of Bayview Place, and Victory Boulevard;

Borough of Staten Island, Community District 1, as shown on a diagram (for illustrative purposes only), dated May 3, 2021, and subject to the conditions of CEQR Declaration E-615.

252 VICTORY BOULEVARD

STATEN ISLAND CB - 1 N 210362 ZRR

Application submitted by Victory Boulevard Realty, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York modifying APPENDIX F for the purpose of establishing a Mandatory Inclusionary Housing area, and modifying related Sections.

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

APPENDIX F
Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas

STATEN ISLAND
Staten Island Community District 1

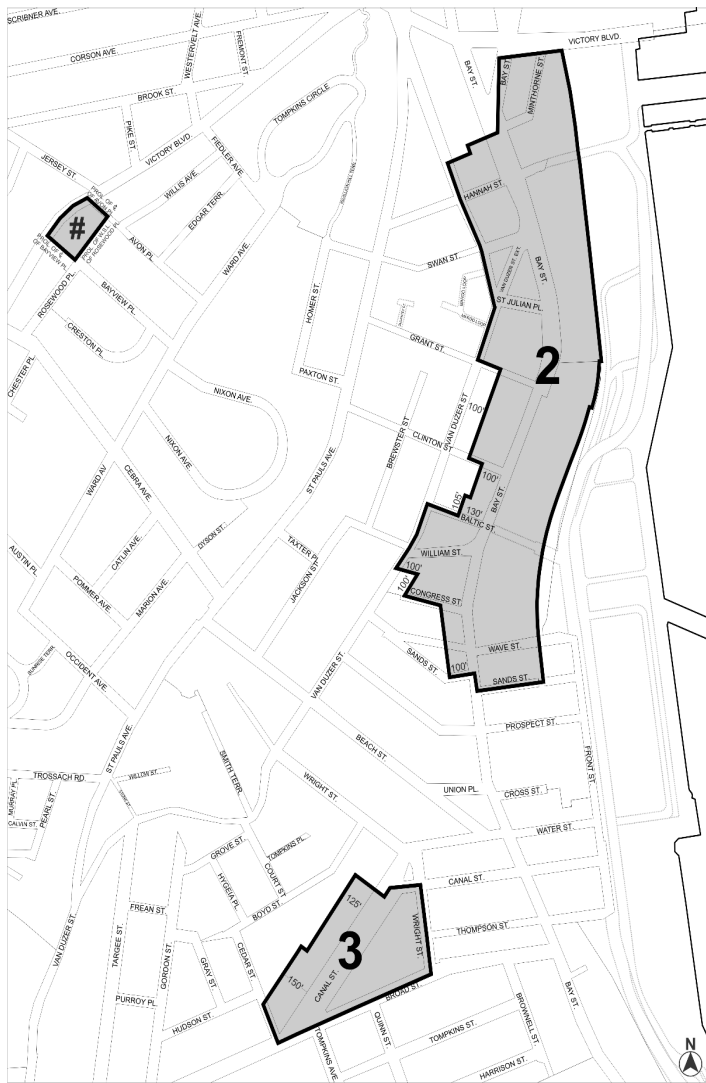
Map 2 - [date of adoption]

[EXISTING]



Mandatory Inclusionary Housing Program Area see Sections 23-154(d)(3), 125-043 and 135-21 (MIH Area 2) and see Section 23-154(d)(3) (MIH Area 3)
Area 2 - 6/26/19 MIH Program Option 1 and Deep Affordability Option
Area 3 - 6/26/19 MIH Program Option 1 and Deep Affordability Option

[PROPOSED]



Mandatory Inclusionary Housing Program Area see Section 23-154(d)(3), 135-043 and 135-21 (MIH Area 2) and see Section 23-154(d)(3) (MIH Area 3)
 Area 2 — 6/26/19 MIH Program Option 1 and Deep Affordability Option
 Area 3 — 6/26/19 MIH Program Option 1 and Deep Affordability Option
 Area # — [date of adoption] MIH Program Option 1 and Option 2

Portion of Community District 1, Staten Island

* * *

48-18 VAN DAM TEAMSTERS REZONING

QUEENS CB - 2 C 190260 ZMQ

Application submitted by 48-18 Van Dam Property Holdings, LLC, pursuant to Sections 197-c and 201 of the New York City Charter, for an amendment of the Zoning Map, Section No. 9b, by changing from an M2-1 District to an M1-5 District property bounded by 48th Avenue, Van Dam Street, Hunters Point Avenue, and 31st Place, as shown on a diagram (for illustrative purposes only) dated April 5, 2021, and subject to the conditions of CEQR Declaration E-608.

1776 48TH STREET REZONING

BROOKLYN CB - 12 C 200296 ZMK

Application submitted by Mr. Yitzchok Stern, pursuant to Sections 197-c and 201 of the New York City Charter, for an amendment of the Zoning Map, Section No. 22c:

1. changing from an R5 District to an R6B District property bounded by 48th Street, 18th Avenue, 49th Street and a line 100 northwesterly of 18th Avenue; and

2. establishing within the proposed R6B District a C2-4 District bounded by 48th Street, 18th Avenue, 49th Street and a line 35 feet northwesterly of 18th Avenue;

Borough of Brooklyn, Community District 12, as shown on a diagram (for illustrative purposes only), dated April 5, 2021, and subject to the conditions of CEQR Declaration E-609.

1776 48TH STREET REZONING

BROOKLYN CB - 12 N 200297 ZRK

Application submitted by Mr. Yitzchok Stern, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying APPENDIX F for the purpose of establishing a Mandatory Inclusionary Housing area.

Matter underlined is new, to be added;

Matter ~~struck out~~ is to be deleted;

Matter within # # is defined in Section 12-10;

* * * indicates where unchanged text appears in the Zoning Resolution.

* * *

**APPENDIX F
Inclusionary Housing Designated Areas and Mandatory
Inclusionary Housing Areas**

* * *

BROOKLYN

* * *

Brooklyn Community District 12

* * *

Map 4 – [date of adoption]



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

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

Portion of Community District 12, Brooklyn

* * *

62-04 ROOSEVELT AVENUE REZONING

QUEENS CB - 2 C 200070 ZMQ

Application submitted by Woodside 63 Management, LLC and Mare Nostrum Elements, Inc, pursuant to Sections 197-c and 201 of the New York City Charter, for an amendment of the Zoning Map, Section No. 9d:

1. eliminating from an existing R6 District a C1-4 District bounded by Roosevelt Avenue, 63rd Street, a line 100 feet southerly of Roosevelt Avenue, and the northwesterly prolongation of the southwesterly street line of Trimble Road; and
2. changing from an existing R6 to a C4-4 District property bounded by Roosevelt Avenue, 63rd Street and its southerly prolongation, and the northwesterly prolongation of the southwesterly street line of Trimble Road;

Borough of Queens, Community District 2, as shown on a diagram (for illustrative purposes only), dated April 5, 2021, and subject to the conditions of CEQR Declaration of E-603.

62-04 ROOSEVELT AVENUE REZONING
QUEENS CB - 2 N 200069 ZRQ

Application submitted by Woodside 63 Management, LLC and Mare Nostrum Elements, Inc., pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying APPENDIX F for the purpose of establishing a Mandatory Inclusionary Housing area.

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

* * *

APPENDIX F
Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas

* * *

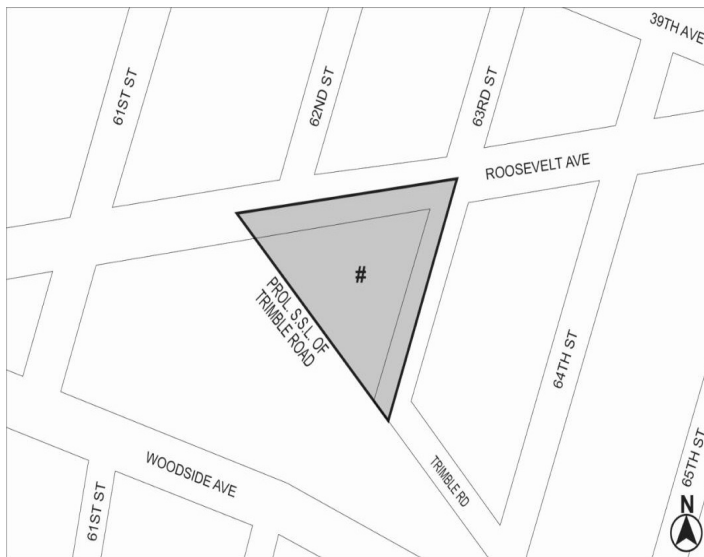
QUEENS

* * *

Queens Community District 2

* * *

Map 5 - [date of adoption]



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

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

Portion of Community District 2, Queens

* * *

270 NOSTRAND AVENUE REZONING
BROOKLYN CB - 3 20210151 ZMK

Application submitted by BRP East Brooklyn Development LLC, pursuant to Sections 197-c and 201 of the New York City Charter, for an amendment of the Zoning Map, Section No. 17a:

1. changing from an R7A District to an R8A District property bounded by Dekalb Avenue, Nostrand Avenue, Kosciuszko Street, and a line 240 feet westerly of Nostrand Avenue; and
2. establishing within the proposed R8A District a C2-4 District bounded by Dekalb Avenue, Nostrand Avenue, Kosciuszko Street, a line 100 feet westerly of Nostrand Avenue, a line midway between Dekalb Avenue and Kosciuszko Street, and a line 240 feet westerly of Nostrand Avenue;

Borough of Brooklyn, Community District 3, as shown on a diagram (for illustrative purposes only), dated April 5, 2021, and subject to the conditions of CEQR Declaration E-606.

270 NOSTRAND AVENUE REZONING
BROOKLYN CB - 3 20210152 ZRK

Application submitted by BRP East Brooklyn Development LLC, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying APPENDIX F for the purpose of establishing a Mandatory Inclusionary Housing area.

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

* * *

APPENDIX F
Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas

* * *

BROOKLYN

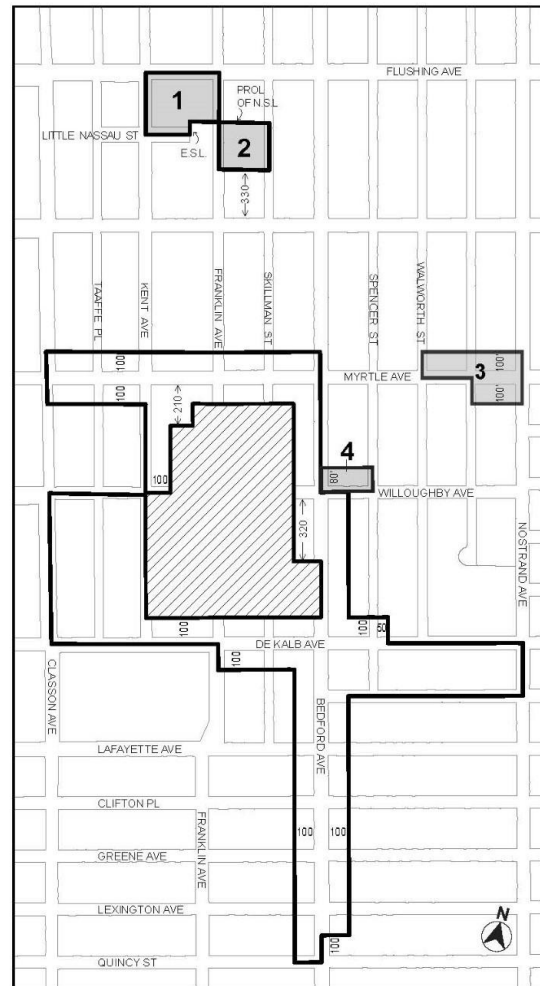
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Brooklyn Community District 3

* * *

Map 3 - [date of adoption]

[EXISTING MAP]

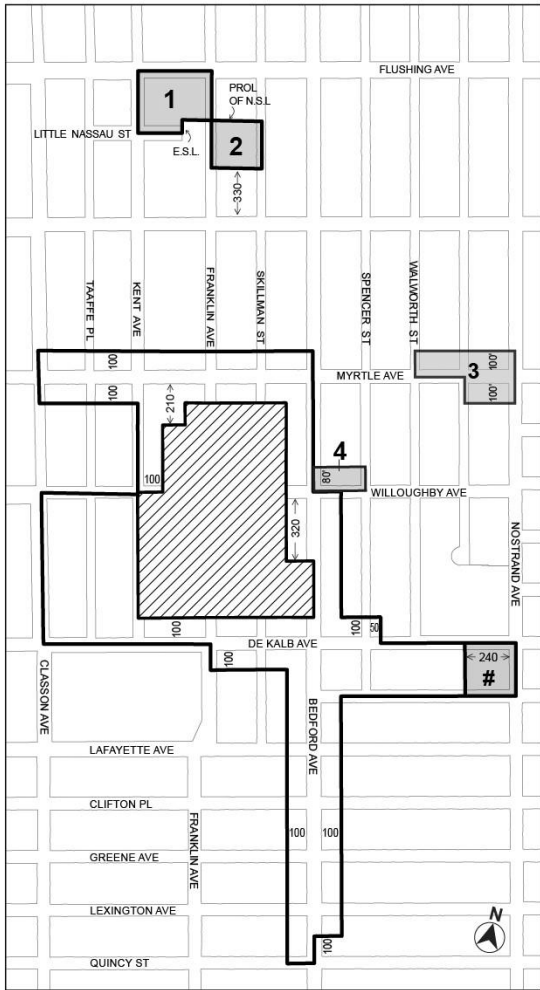





▭ Inclusionary Housing designated area

█ Mandatory Inclusionary Housing Program Area see Section 23-154(d)(3)
Area 1 – 5/10/17 MIH Program Option 1, Option 2 and Workforce Option
Area 2 – 5/10/17 MIH Program Option 1 and Option 2
Area 3 – 11/30/17 MIH Program Option 1
Area 4 – 2/13/19 MIH Program Option 1 and Option 2

▨ Excluded Area

[PROPOSED MAP]



-  Inclusionary Housing designated area
-  Mandatory Inclusionary Housing Program Area *see Section 23-154(d)(3)*
- Area 1 – 5/10/17 MIH Program Option 1, Option 2 and Workforce Option
- Area 2 – 5/10/17 MIH Program Option 1 and Option 2
- Area 3 – 11/30/17 MIH Program Option 1
- Area 4 – 2/13/19 MIH Program Option 1 and Option 2
- Area # - [date of adoption] MIH Program Option 2 and Workforce Option
-  Excluded Area

Portion of Community District 3, Brooklyn

**495 ELEVENTH AVENUE (SLAUGHTERHOUSE)
MANHATTAN CB - 4 C 210324 ZMM**

Application by 495 11 Avenue Owner Realty LLC and New York City Economic Development Corporation, pursuant to Sections 197-c and 201 of the New York City Charter, for an amendment of the Zoning Map, Section No. 8d:

1. changing from an M1-5 District to a C6-4 District bounded by West 40th Street, Eleventh Avenue, West 39th Street, and a line 125 feet westerly of Eleventh Avenue, and
2. establishing a Special Hudson Yard District bounded by West 40th Street, Eleventh Avenue, West 39th Street, and a line 125 feet westerly of Eleventh Avenue.

as shown on a diagram (for illustrative purposes only), dated April 19, 2021, and subject to the conditions of CEQR Declaration E-610.

**495 ELEVENTH AVENUE (SLAUGHTERHOUSE)
MANHATTAN CB - 4 N 210325 ZRM**

Application submitted by 495 11 Avenue Owner Realty LLC and the New York City Economic Development Corporation, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, modifying Article IX, Chapter 3 for the purpose establishing a new Subdistrict G within the

Special Hudson Yards District, and modifying APPENDIX F, for the purpose of establishing a Mandatory Inclusionary Housing area.

The proposed text amendment may be seen in the City Planning Calendar of July (Cal. No. 35) and the Department of City Planning web site: (www.nyc.gov/planning).

**495 ELEVENTH AVENUE (SLAUGHTERHOUSE)
MANHATTAN CB - 4 C 210326 PCM**

Application submitted by New York City Police Department (NYPD) and the Department of Citywide Administrative Services (DCAS), pursuant to Section 197-c of the New York City Charter, for a site selection and acquisition of property, located at 495 Eleventh Avenue (Block 685, Lot 38), for use as an NYPD vehicle storage facility.

For questions about accessibility and requests for additional accommodations, please contact swerts@council.nyc.gov, or nbenjamin@council.nyc.gov, or (212) 788-6936, at least three (3) business days before the hearing.

Accessibility questions: Kaitlin Greer, kgreer@council.nyc.gov, by: Tuesday, September 21, 2021, 3:00 P.M.



s20-24

CITY PLANNING COMMISSION

■ PUBLIC HEARINGS

In support of the City's efforts to contain the spread of COVID-19, the City Planning Commission will hold a remote public hearing, via the teleconferencing application Zoom, at 10:00 A.M. Eastern Daylight Time, on Wednesday, October 6, 2021, regarding the calendar items listed below.

The meeting will be live streamed through Department of City Planning's (DCP's) website and accessible from the following webpage, which contains specific instructions on how to observe and participate, as well as materials relating to the meeting: <https://www1.nyc.gov/site/nycengage/events/city-planning-commission-public-meeting/290345/1>.

Members of the public should observe the meeting through DCP's website.

Testimony can be provided verbally by joining the meeting using either Zoom or by calling the following number and entering the information listed below:

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

253 215 8782 US Toll Number

213 338 8477 US Toll Number

Meeting ID: **618 237 7396**

[Press # to skip the Participation ID]
Password: 1

To provide verbal testimony via Zoom please follow the instructions available through the above webpage (link above).

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

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

**CITYWIDE
No. 1**

**OPEN RESTAURANTS TEXT AMENDMENT
CITYWIDE N 210434 ZRY**
IN THE MATTER OF an application submitted by the New York City Department of Transportation and the New York City Department of City Planning, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, removing Article I, Chapter 4 (Sidewalk Cafe Regulations) and modifying related Sections.

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

ARTICLE I GENERAL PROVISIONS

Chapter 2 Construction of Language and Definitions

* * *

12-10 DEFINITIONS

* * *

Dwelling unit

A "dwelling unit" contains at least one #room# in a #residential building#, #residential# portion of a #building#, or #non-profit hospital staff dwelling#, and is arranged, designed, used or intended for use by one or more persons living together and maintaining a common household, and which #dwelling unit# includes lawful cooking space and lawful sanitary facilities reserved for the occupants thereof.

Enclosed sidewalk cafe — see Sidewalk cafe, enclosed

Enlargement, or to enlarge

* * *

Side yard — see Yard, side

Sidewalk cafe

A "sidewalk cafe" is a portion of an eating or drinking place that is located on a public sidewalk and is either an #enclosed#, #unenclosed# or #small sidewalk cafe#. #Sidewalk cafes# are further defined in Section 20-223, subdivision (a), of the Administrative Code.

Sidewalk cafe, enclosed

An "enclosed sidewalk cafe" is a #sidewalk cafe# that is contained within a structure constructed predominantly of light materials such as glass, slow-burning plastic or lightweight metal.

Sidewalk cafe, small

A "small sidewalk cafe" is an #unenclosed sidewalk cafe# containing no more than a single row of tables and chairs adjacent to the #street line# where such tables and chairs occupy a space on the sidewalk no greater than 4 feet, 6 inches from the #street line#.

Sidewalk cafe, unenclosed

An "unenclosed sidewalk cafe" is a space on the sidewalk that contains readily removable tables, chairs or railings with no overhead coverage other than umbrellas or a retractable awning that is affixed to the #building# wall and does not extend further than the width of the #unenclosed sidewalk cafe#.

Sign

* * *

Two-family residence

A "two-family residence" is a #building# containing not more than two #dwelling units#, and occupied by only two #families#.

Unenclosed sidewalk cafe — see Sidewalk cafe, unenclosed

Urban plaza — see Plaza, urban

* * *

Chapter 4 Sidewalk Cafe Regulations

14-00 GENERAL PURPOSES

The sidewalk cafe regulations as established in this Resolution are citywide regulations, designed to encourage sidewalk cafes in locations where they are appropriate, discourage them in locations where they are inappropriate, and promote and protect public health, safety, general welfare and amenity. These general goals include, among others, the following specific purposes:

- (a) To ensure adequate space for pedestrians on the sidewalk adjacent to sidewalk cafes.
(b) To promote sidewalk cafes as visual amenities that better relate to the streetscape.
(c) To preserve and enhance the character of neighborhoods throughout the City.
(d) To simplify administrative regulations and strengthen enforcement procedures for sidewalk cafes and ensure that such requirements are effective, efficient and enforceable.

- (e) To promote the most desirable use of land and thus to conserve the value of land and buildings and thereby protect the City's tax revenues.

14-01 General Provisions

In harmony with the general purpose and intent of this Resolution, and the general purposes of the #sidewalk cafe# regulations, certain specified regulations concerning area eligibility, sidewalk locational criteria and physical criteria for #sidewalk cafes#, in general, and specifically for #enclosed sidewalk cafes#, are herein established.

The three types of #sidewalk cafes# that are permitted by the regulations of this Chapter and defined in Section 12-10 (DEFINITIONS) are #enclosed sidewalk cafes#, #unenclosed sidewalk cafes# and #small sidewalk cafes#.

The amendments to Article I, Chapter 4, adopted by the City Council on January 29, 2003, shall become effective March 27, 2003.

Physical criteria, including structural and operational requirements for #sidewalk cafes#, and #unenclosed sidewalk cafes# in particular, shall be regulated by the Department of Consumer Affairs and found in Title 6, Chapter 2, Subchapter F., of the Rules of the City of New York.

Licenses for all #sidewalk cafes# must be obtained from the Department of Consumer Affairs, or its successor.

14-011 Sidewalk cafe locations

#Sidewalk cafes# may be located in all R10H Districts, in all #Commercial Districts# other than C3 Districts and in all #Manufacturing Districts# only where eating or drinking establishments are permitted, as modified by special eligibility regulations set forth in Sections 14-40 through 14-45, inclusive. These sections identify #streets#, areas, special districts and malls or portions of #streets# for which special area eligibility regulations apply:

Section 14-40 — (AREA ELIGIBILITY FOR SIDEWALK CAFES)

Section 14-41 — (Locations Where Certain Sidewalk Cafes Are Not Permitted)

Section 14-42 — (Locations Where Enclosed Sidewalk Cafes Are Not Permitted)

Section 14-43 — (Locations Where Only Small Sidewalk Cafes Are Permitted)

Section 14-44 — (Special Zoning Districts Where Certain Sidewalk Cafes Are Permitted)

Section 14-45 — (Street Malls Where Certain Sidewalk Cafes Are Permitted).

#Sidewalk cafes# shall be permitted in Historic Districts or in designated landmark #buildings# only if such #sidewalk cafe# is approved by the Landmarks Preservation Commission.

14-10 ENCLOSED SIDEWALK CAFES

14-11 Locational Criteria for Enclosed Sidewalk Cafes

The regulations of this Section, governing clear path, clearance at intersection of #streets#, clearance from large obstructions and minimum distance between two cafes shall apply to all #enclosed sidewalk cafes#.

(a) Clear path

There shall be a minimum of 8 feet, 0 inches clear distance or 50 percent of the sidewalk width, whichever is greater, free of all obstructions, in order to allow adequate pedestrian movement.

The minimum distance shall be measured from the portion of the #enclosed sidewalk cafe# frontage that is nearest either the curb line or the nearest obstruction. In no event may recesses in the #enclosed sidewalk cafe# frontage be used to satisfy this unobstructed width requirement, except that the corners of the #enclosed sidewalk cafe# may be rounded or mitered. A clearance of 8 feet, 0 inches shall be maintained around the corners of #enclosed sidewalk cafes#, measured in radius.

For the purpose of the minimum clear path, but not the clearance from corners of #enclosed sidewalk cafes#, parking meters, traffic signs, and trees that have gratings flush to grade, without fences or guards, shall not count as obstructions

In the case of a #street# for which a mall plan or other special plan has been adopted, the clear path requirements pursuant to this Section shall be deemed satisfied if there is not less than an 8 feet, 0 inches clear path.

(b) Clearance at intersections of street line

There shall be a minimum of 9 feet, 0 inches clearance, free of all obstructions with no exception, measured from the outer edge of

the #enclosed sidewalk cafe# to the curbside obstacle. The corner of the #enclosed sidewalk cafe# wall may be rounded or mitered. Such distance shall be measured from the outer edge of the #enclosed sidewalk cafe# to either the curb line or the nearest obstruction.

(c) — Clearance from large obstructions

All #enclosed sidewalk cafes# shall be a minimum of 15 feet from large obstructions. For the purposes of this Section, large obstructions shall be bus stop shelters, newsstands, subway entrances or any other object greater than 15 square feet in area. The closed end of a subway entrance located along the #front lot line# may #abut# an #enclosed sidewalk cafe#.

(d) — Minimum distance between enclosed sidewalk cafes

There shall be a minimum distance of 40 feet between the near end walls of two #enclosed sidewalk cafes# if an entrance to a ground floor #commercial use#, other than an entrance to the eating or drinking place associated with either #enclosed sidewalk cafe#, is located between them.

There shall be a minimum distance of 15 feet between the near end walls of two #enclosed sidewalk cafes# if an entrance to a ground floor non-#commercial use#, or a #use# located above or below the ground floor, other than an entrance to the eating or drinking place associated with either #enclosed sidewalk cafe#, is located between them.

14-12 Physical Criteria for Enclosed Sidewalk Cafes

14-121 Structural requirements for enclosed sidewalk cafes

The regulations of this Section governing certain structural and operational requirements shall apply to all #enclosed sidewalk cafes#.

(a) — Ceiling

The ceiling of an #enclosed sidewalk cafe# shall be of incombustible materials, including colored or colorless safety glass or fabric which has been treated to be fire resistant as approved by the Department of Buildings.

At no point shall the height of the ceiling of an #enclosed sidewalk cafe# be lower than 7 feet, 0 inches above the floor of the #sidewalk cafe#.

(b) — Transparency — exterior walls

An #enclosed sidewalk cafe# may provide a base wall of opaque material up to a maximum height of 12 inches from the finished floor level. The base wall shall include any horizontal structural members that support transparent materials above.

All enclosing walls, doors and windows, except for the structural members, above finished floor level or base wall as provided in this Section, up to a height of 7 feet, 0 inches above finished floor level, must be of colorless, untinted, non-reflective, transparent material, as approved by the Department of Buildings. In order to maximize transparency, the horizontal as well as vertical structural members shall not be sized more than 10 inches wide.

At least 50 percent of the walls, up to a height of 7 feet, 0 inches above finished floor level, shall consist of operable transparent windows.

(c) — Elevation

The #enclosed sidewalk cafe# floor shall not be more than seven inches above the level of the adjoining sidewalk.

In the event of a major grade change, however, the City Planning Commission may, by certification, permit the floor level to be more than seven inches above the level of the adjoining sidewalk.

(d) — Designated boundaries

No portion of #enclosed sidewalk cafes#, such as doors, windows, walls or any objects placed within an #enclosed sidewalk cafe#, shall swing or project beyond the designated exterior perimeter of the #enclosed sidewalk cafe#. However, fire exit doors that are used exclusively as emergency fire exit doors shall be exempt from this provision.

(e) — Fixtures

The furnishings of the interior of an #enclosed sidewalk cafe# shall consist solely of moveable tables, chairs and decorative accessories. No objects, except lighting fixtures and HVAC installations, may be permanently affixed onto any portion of the wall of the #enclosed sidewalk cafe#. In no event shall such objects penetrate the exterior perimeter of the wall or the roof of the #enclosed sidewalk cafe# or impede the transparency as required by this Chapter. The exhaust for such HVAC installations on the adjacent walls shall not be less than 10 feet above #curb level#.

(f) — Refuse storage area

No structure or enclosure to accommodate the storage of garbage may be erected or placed adjacent to or separate from the #enclosed sidewalk cafe# on the public right-of-way.

14-122 Access for persons with physical disabilities

An #enclosed sidewalk cafe# or its restaurant shall be directly accessible to persons with physical disabilities. In the event the main restaurant has provided such access, the #enclosed sidewalk cafe# shall be accessible to persons with disabilities from the interior of the restaurant.

In order to ensure access for persons with physical disabilities:-

(a) — at least one door leading into the #enclosed sidewalk cafe# or restaurant from the adjoining sidewalk shall be not less than three feet wide, clear, and

(b) — a ramp with non-skid surface, if there is change of grade, having a minimum width of three feet and a slope of not greater than 1 in 12, shall be provided. Such ramp may be of portable type for #enclosed sidewalk cafes# that are six feet wide or less, except if such #sidewalk cafe# is at least 180 square feet in area.

14-123 Signage

No #signs# are permitted on an #enclosed sidewalk cafe#, except that the name and type of establishment may be placed upon the glass wall but shall not obscure the required transparency.

14-124 Music and noise amplification

Musical instruments or sound reproduction devices shall not be operated or used within an #enclosed sidewalk cafe# for any purpose.

14-13 Special Permit Modifications of Locational or Physical Criteria for Enclosed Sidewalk Cafes

In all #Commercial# or #Manufacturing Districts#, where #enclosed sidewalk cafes# are permitted in accordance with the provisions of this Chapter, the City Planning Commission may permit, upon application, modifications to the locational or physical criteria regulations for #enclosed sidewalk cafes#, except that there shall be no modification of Sections 14-41 (Locations Where Certain Sidewalk Cafes Are Not Permitted), 14-42 (Locations Where Enclosed Sidewalk Cafes Are Not Permitted), 14-44 (Special Zoning Districts Where Certain Sidewalk Cafes Are Permitted) and 14-45 (Street Malls Where Certain Sidewalk Cafes Are Permitted), provided the Commission finds that:

(a) — the #enclosed sidewalk cafe# is developed consistent with the general purposes and objectives of this Chapter;

(b) — any proposed modification to the requirements of this Chapter will result in good overall design and enhance the general character of the #street# and the neighborhood;

(c) — any proposed modifications to the requirements of this Chapter will not cause a serious adverse effect on pedestrian traffic;

(d) — the restaurant or #enclosed sidewalk cafe# provides access for persons with disabilities;

(e) — where a proposed #enclosed sidewalk cafe# is located between two existing stoops, it will not project beyond the stoops; and

(f) — modifications to the provisions of paragraph (a) of Section 14-11 (Locational Criteria for Enclosed Sidewalk Cafes) shall be limited to the minimum clear path for a proposed #enclosed sidewalk cafe# that would be located on a #street# with a special pedestrian plan.

14-20 UNENCLOSED SIDEWALK CAFES

Physical criteria for #unenclosed sidewalk cafes#, including structural and operational requirements, shall be regulated by the Department of Consumer Affairs pursuant to the Rules of the City of New York as described in Section 14-01 (General Provisions). #Small sidewalk cafes#, however, shall also conform to the requirements of Section 14-30.

14-30 SMALL SIDEWALK CAFES

#Small sidewalk cafes# shall be subject to the regulations of Section 14-01 (General Provisions) and, in addition, shall comply with the requirements for the definition of #small sidewalk cafes# in Section 12-10 as well as the following physical criteria:

(a) — no form of serving station or any other type of furniture, other than the single row of tables and chairs set adjacent to the #street line#, may be placed within that space occupied by a #small sidewalk cafe#;

- (b) — there shall be no railing, structure or other form of barrier between a #small sidewalk cafe# and the remaining area of the sidewalk; and
- (c) — there shall be no overhead coverage other than a retractable awning that is affixed to the #building# wall and does not extend further than 4 feet, 6 inches.

#Small sidewalk cafes# are permitted wherever #sidewalk cafes# may be located pursuant to the requirements of Section 14-011. Section 14-43 (Locations Where Only Small Sidewalk Cafes Are Permitted) lists specific #streets# and areas where no #sidewalk cafes# other than #small sidewalk cafes# may be located.

14-40 AREA ELIGIBILITY FOR SIDEWALK CAFES

Sections 14-40 through 14-45 identify those locations where specific area-eligibility regulations apply.

For the purposes of Sections 14-40 through 14-45, the length of a #street# shall run the full #block# to the nearest intersections with cross #streets#, unless otherwise stated.

Areas bounded by #streets# shall include both sides of such #streets# and shall be subject to the regulations of this Chapter pertaining to such areas. When a #street# forms the boundary of a special district, however, only that side of the #street# located within the special district shall be subject to the regulations pertaining to the special district.

#Sidewalk cafes# shall only be allowed to locate along the length of a #street# or within the area bounded by #streets#, as set forth in Sections 14-40 through 14-45, where the applicable #use# regulations of the district allow eating and drinking establishments, either as-of-right, by certification or by authorization or special permit.

14-41 Locations Where Certain Sidewalk Cafes Are Not Permitted

No #enclosed# or #unenclosed sidewalk cafes# shall be permitted on any of the following #streets#, portions of #streets# and areas, except that #small sidewalk cafes# may be permitted pursuant to the provisions of Section 14-43 (Locations Where Only Small Sidewalk Cafes Are Permitted):

Citywide:

All #streets# with elevated rail transit lines, unless specifically permitted in Section 14-43:

Manhattan:

All #streets# bounded by 38th Street on the south, 59th Street on the north, Third Avenue on the east and Eighth Avenue on the west
All #streets# within the M1-5A and M1-5B Districts south of Houston Street
Bowery — from East Broadway to Canal Street
Elizabeth Street — from Bayard Street to Canal Street
Pell Street — the entire length
Mott Street — from Park Row to Canal Street
Mulberry Street — from Worth Street to Canal Street
Bayard Street — the entire length
Doyers Street — the entire length
All streets facing Chatham Square
Canal Street — the entire length
Orchard Street — from Canal Street to Houston Street
Delancey Street — from Norfolk Street to the Bowery
Eighth Street — from Avenue A to Sixth Avenue
14th Street — from Second Avenue to Eighth Avenue
23rd Street — from the East River to Eighth Avenue
31st Street — from Fifth Avenue to Eighth Avenue
32nd Street — from Fifth Avenue to Eighth Avenue
33rd Street — from Fifth Avenue to Eighth Avenue
34th Street — from the East River to Eighth Avenue
42nd Street — from the East River to Eighth Avenue
All #streets# or portions of #streets# bounded by 43rd Street on the south, 45th Street on the north, Eighth Avenue on the east and, on the west, a line 150 feet west of Eighth Avenue
57th Street — from the East River to Eighth Avenue
58th Street — from the East River to Eighth Avenue
59th Street — from the East River to Fifth Avenue
59th Street — from Sixth Avenue to Columbus Circle
All #streets# bounded by 59th Street on the south, 61st Street on the north, Fifth Avenue on the west and, on the east, a line 125 feet east of Fifth Avenue
60th Street — from Third Avenue to Fifth Avenue
61st Street — from Third Avenue to Fifth Avenue
62nd Street — from Second Avenue to Fifth Avenue
63rd Street — from Second Avenue to Fifth Avenue
68th Street — from First Avenue to Fifth Avenue
72nd Street — from the East River to Fifth Avenue
77th Street — from First Avenue to Fifth Avenue
79th Street — from the East River to Fifth Avenue
86th Street — from the East River to Fifth Avenue, south side only

86th Street — from the East River to 125 feet east of York Avenue, north side only, and from York Avenue to Fifth Avenue, north side only
116th Street — from Malcolm X Boulevard to Frederick Douglass Boulevard
First Avenue — from 48th Street to 59th Street
Third Avenue — from 59th Street to 62nd Street
Lexington Avenue — the entire length
Park Avenue — the entire length from 38th Street, northward
Madison Avenue — the entire length
Fifth Avenue — from Washington Square North to 61st Street
Sixth Avenue — from 31st Street to 38th Street
Broadway — from 31st Street to 38th Street
Seventh Avenue — from 31st Street to 38th Street
Eighth Avenue — from 31st Street to 38th Street
Herald Square:

Brooklyn:

13th Avenue — from 39th Street to New Utrecht Avenue
86th Street — from Third Avenue to Gowanus Expressway
Court Street — from Schermerhorn Street to Montague Street.

Queens:

82nd Street — from 34th Avenue to 41st Avenue
Austin Street — from Yellowstone Boulevard to Ascan Avenue
Junction Boulevard — from Northern Boulevard to 41st Avenue
Roosevelt Avenue — from Union Street to Prince Street
Skillman Avenue — from 43rd Street to 56th Street.

14-42 Locations Where Enclosed Sidewalk Cafes Are Not Permitted

No #enclosed sidewalk cafe# shall be permitted on any of the following #streets#:

Manhattan:

Bleecker Street — from Bank Street to Mercer Street
Central Park South — from Fifth Avenue to Sixth Avenue
Park Avenue South and Park Avenue — from 31st Street to 38th Street
86th Street — from the East River to Fifth Avenue.

14-43 Locations Where Only Small Sidewalk Cafes Are Permitted

#Small sidewalk cafes# may be located wherever #sidewalk cafes# are permitted. In addition, only #small sidewalk cafes# shall be allowed on the following #streets#, notwithstanding any regulations set forth in Sections 14-41 or 14-42 prohibiting certain #sidewalk cafes# on such #streets#:

Manhattan:

Orchard Street — from Canal Street to Houston Street
Delancey Street — from Norfolk Street to the Bowery
Centre Street — from Canal Street to Spring Street
Lafayette Street — from Canal Street to Houston Street
Sixth Avenue — from Canal Street to a line 100 feet south of Spring Street
Special Union Square District[†]
14th Street — from Second Avenue to Irving Place
14th Street — from a line 100 feet west of University Place to Eighth Avenue
23rd Street — from the East River to Eighth Avenue
31st Street — from Fifth Avenue to a line 200 feet east of Broadway
34th Street — from the East River to Fifth Avenue
35th Street — from a line 150 feet east of Fifth Avenue to a line 150 feet east of Sixth Avenue
36th Street — from a line 150 feet east of Fifth Avenue to a line 150 feet west of Fifth Avenue
37th Street — from a line 150 feet east of Fifth Avenue to a line 150 feet west of Fifth Avenue
37th Street — from a line 150 feet east of Sixth Avenue to Broadway
38th Street — from Third Avenue to Seventh Avenue
39th Street — from Exit Street to Seventh Avenue
40th Street — from a line 100 feet east of Exit Street to Broadway
41st Street — from a line 100 feet east of Exit Street to Third Avenue
42nd Street — from First Avenue to Third Avenue
42nd Street — from Fifth Avenue to a line 275 feet east of Sixth Avenue
All #streets# bounded by 43rd Street on the south, 46th Street on the north, a line 200 feet east of Third Avenue on the east and Third Avenue on the west
43rd Street — from Fifth Avenue to Sixth Avenue
44th Street — from Fifth Avenue to Sixth Avenue
45th Street — from Fifth Avenue to Sixth Avenue
46th Street — from Fifth Avenue to Sixth Avenue
47th Street — from a line 200 feet east of Third Avenue to Third Avenue
48th Street — from a line 150 feet east of Third Avenue on the east and Sixth Avenue on the west
49th Street — from a line 150 feet east of Third Avenue on the east and Sixth Avenue on the west

50th Street — from a line 150 feet east of Third Avenue on the east and Sixth Avenue on the west
 51st Street — from a line 150 feet east of Third Avenue to Eighth Avenue
 52nd Street — from a line 160 feet east of Third Avenue to Eighth Avenue
 53rd Street — from a line 160 feet east of Third Avenue to Eighth Avenue
 54th Street — from a line 150 feet east of Third Avenue to Eighth Avenue
 55th Street — from a line 100 feet west of Second Avenue to Eighth Avenue
 56th Street — from a line 100 feet west of Second Avenue to Eighth Avenue
 57th Street — from the East River to Eighth Avenue
 58th Street — from the East River to Eighth Avenue
 59th Street — from the East River to Second Avenue
 59th Street (Central Park South) — from Sixth Avenue to Columbus Circle
 60th Street — from Lexington Avenue to Fifth Avenue
 61st Street — from Third Avenue to Fifth Avenue
 62nd Street — from Second Avenue to Fifth Avenue
 63rd Street — from Second Avenue to Fifth Avenue
 86th Street — from First Avenue to a line 125 feet east of Second Avenue, south side only
 116th Street — from Malcolm X Boulevard to Frederick Douglass Boulevard
 Special 125th Street District — only as set forth in Section 97-13 (Permitted Small Sidewalk Cafe Locations)
 First Avenue — from 48th Street to 56th Street
 Third Avenue — from 38th Street to 62nd Street
 Lexington Avenue — from a line 100 feet south of 23rd Street to a line 100 feet north of 34th Street
 Lexington Avenue — the entire length from a line 100 feet north of 96th Street, northward
 Park Avenue — from 38th Street to 40th Street
 Park Avenue — from 48th Street to 60th Street
 Park Avenue — the entire length from a line 100 feet north of 96th Street, northward
 Madison Avenue — from 23rd Street to 38th Street
 Madison Avenue — from 59th Street to 61st Street
 Special Madison Avenue Preservation District²
 Madison Avenue — the entire length from a line 100 feet north of 96th Street, northward
 Fifth Avenue — from 12th Street to 33rd Street
 Fifth Avenue — from 59th Street to 61st Street
 Sixth Avenue — from 36th Street to 42nd Street
 Sixth Avenue — from a line 150 feet north of 42nd Street to 48th Street
 Sixth Avenue — from 50th Street to Central Park South
 Seventh Avenue — from 50th Street to Central Park South
 Broadway — from 36th Street to 40th Street
 Broadway — from 50th Street to Columbus Circle
 Columbus Circle — from Eighth Avenue, westward, to Broadway.

¹ — #Small sidewalk cafes# are not allowed on 14th Street

² — #Small sidewalk cafes# are not allowed on 86th Street within the #Special Madison Avenue District#

Queens:

Jackson Avenue, north side — from 44th Drive to the prolongation of Dutch Kills Street
 Queens Boulevard — from a line 100 feet west of 39th Place to 48th Street
 Queens Plaza North — from 23rd Street to Northern Boulevard
 Queens Plaza South — from 23rd Street to Jackson Avenue
 Skillman Avenue, north side — from 45th Street to a line 100 feet east of 51st Street, including that portion within the #Special Planned Community Preservation District#
 Skillman Avenue, south side — from 45th Street to 51st Street, excluding that portion within the #Special Planned Community Preservation District#.

14-44 Special Zoning Districts Where Certain Sidewalk Cafes Are Permitted

#Enclosed# or #unenclosed sidewalk cafes# shall be permitted, as indicated, in the following special zoning districts, where allowed by the underlying zoning. #Small sidewalk cafes#, however, may be located on #streets# or portions of #streets# within special zoning districts pursuant to the provisions of Section 14-43 (Locations Where Only Small Sidewalk Cafes Are Permitted):

Manhattan	#Enclosed Sidewalk-Cafe#	#Unenclosed Sidewalk-Cafe#
125th Street District	No	No ⁴
Battery Park City District	Yes	Yes

Clinton District	No	Yes
East Harlem Corridors-District	No	Yes
Enhanced Commercial-District 2 (Columbus and Amsterdam-Avenues)	Yes	Yes
Enhanced Commercial-District 3 (Broadway/Upper-West-Side)	Yes	Yes
Hudson Square District	Yes	Yes
Inwood District	No	Yes
Limited Commercial-District	No	No ⁴
Lincoln Square District	No	Yes
Little Italy District	No	Yes
Lower Manhattan District	No	Yes ³
Manhattanville Mixed Use-District	No ³	Yes
Transit Land Use District	Yes	Yes
Tribeca Mixed Use District	Yes	Yes
United Nations-Development District	No	Yes
West Chelsea District	No	Yes ⁵

¹ — #Unenclosed sidewalk cafes# are allowed on Greenwich Avenue

² — #Unenclosed sidewalk cafes# are not allowed on State, Whitehall or Chambers Streets or Broadway

³ — #Enclosed sidewalk cafes# are allowed in Subdistrict B

⁴ — #Unenclosed sidewalk cafes# are allowed on the east side of Malcolm X Boulevard between West 125th and West 126th Streets, on the west side of Malcolm X Boulevard between West 124th and West 125th Streets and on the east side of Fifth Avenue between East 125th and East 126th Streets

⁵ — #Unenclosed sidewalk cafes# are allowed only on #wide streets# except they are not allowed on the west side of Ninth Avenue between West 15th Street and West 16th Street

Brooklyn	#Enclosed Sidewalk-Cafe#	#Unenclosed Sidewalk-Cafe#
Bay Ridge District	Yes	Yes
Coney Island District	No	Yes
Coney Island Mixed Use-District	Yes	Yes
Downtown Brooklyn-District	Yes	Yes
Enhanced Commercial-District 1 (Fourth Avenue)	No	Yes
Enhanced Commercial-District 4 (Broadway, Bedford-Stuyvesant)	No	Yes
Mixed Use District-8 (Greenpoint-Williamsburg)	Yes	Yes
Ocean Parkway District ¹	Yes	Yes
Sheepshead Bay District	No	Yes

¹ — #Sidewalk cafes# are not allowed on Ocean Parkway

The Bronx	#Enclosed Sidewalk-Cafe#	#Unenclosed Sidewalk-Cafe#
City Island District	No	Yes
Harlem River Waterfront-District	No	Yes
Jerome Corridor District	No	Yes

Queens	#Enclosed-Sidewalk-Cafe#	#Unenclosed-Sidewalk-Cafe#
Downtown Far Rockaway District	No	Yes
Downtown Jamaica District	No	Yes
Flushing Waterfront District	No	Yes
Forest Hills District ¹	No	Yes
Long Island City Mixed-Use District ²	No	Yes
Southern Hunters Point District	No	Yes
Wilets Point District	No	Yes

¹— #Sidewalk cafes# are not allowed on Austin Street

²— See Appendix A in Article XI, Chapter 7

Staten Island	#Enclosed-Sidewalk-Cafe#	#Unenclosed-Sidewalk-Cafe#
Bay Street Corridor District	Yes	Yes
South Richmond Development District	Yes	Yes
St. George District	Yes	Yes
Stapleton Waterfront District	Yes	Yes

14-45 Street Malls Where Certain Sidewalk Cafes Are Permitted

#Sidewalk cafes# are permitted as indicated in the following malls where allowed by the underlying zoning.

Manhattan	#Enclosed-Sidewalk-Cafe#	#Unenclosed-Sidewalk-Cafe#
Mulberry Street Mall	No	Yes
Nassau Street Mall	No	Yes

Brooklyn	#Enclosed-Sidewalk-Cafe#	#Unenclosed-Sidewalk-Cafe#
Fulton Street Mall ¹	No	Yes

¹— #Enclosed sidewalk cafes# are allowed along DeKalb Avenue

Queens	#Enclosed-Sidewalk-Cafe#	#Unenclosed-Sidewalk-Cafe#
Far Rockaway Beach 20th Street	No	Yes

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ARTICLE II RESIDENCE DISTRICT REGULATIONS

Chapter 2 Use Regulations

22-00 GENERAL PROVISIONS

* * *

Use Group 6C, limited to docks for ferries and water taxis, as specified in Section 22-15, is permitted in R6 through R10 Districts in Community District 1 in the Borough of Brooklyn.

In R10H Districts, an eating or drinking establishment, permitted pursuant to Section 72-21 (Findings Required for Variances), that operates a #sidewalk cafe# pursuant to the provisions of Article I, Chapter 4, may be #enlarged# into any open area that may exist between the #street wall# and the #street line#.

For the purposes of this Chapter, any #residence# and any #accessory building abutting# such #residence# on the same #zoning lot# shall be considered a single #building#.

* * *

ARTICLE III COMMERCIAL DISTRICT REGULATIONS

Chapter 2 Use Regulations

* * *

32-41 Enclosure Within Buildings

C1 C2 C3 C4 C5 C6 C8

In the districts indicated, except as otherwise specifically provided in the Use Groups permitted in such districts and in Sections 36-11 (General Provisions), 36-61 (Permitted Accessory Off-street Loading Berths) and 73-36 (Physical Culture or Health Establishments), all permitted #uses# which are created by #development#, or which are #enlarged# or #extended#, or which result from a change of #use# shall be subject to the provisions of this Section with respect to enclosure within #buildings#. With respect to the #enlargement# or #extension# of an existing #use#, such provisions shall apply to the #enlarged# or #extended# portion of such #use#.

32-411 In C1, C5, C6-5 or C6-7 Districts

C1 C5 C6-5 C6-7

In the districts indicated, all such #uses# shall be located within #completely enclosed buildings# except for store fronts or store windows, associated with eating and drinking establishments, which may be opened to serve customers outside the #building#.

32-412 In other Commercial Districts

C2 C3 C4 C6-1 C6-2 C6-3 C6-4 C6-6 C6-8 C6-9 C8

In the districts indicated, all such #uses# shall be located within #completely enclosed buildings# or within #buildings# which are #completely enclosed# except for store fronts or store windows which may be opened to serve customers outside the #building#.

* * *

Chapter 3 Bulk Regulations for Commercial or Community Facility Buildings in Commercial Districts

33-00 APPLICABILITY, DEFINITIONS AND GENERAL PROVISIONS

* * *

33-05 Outdoor Table Service Areas

Notwithstanding any other provisions of this Resolution, outdoor table service areas, associated with eating and drinking establishments, meeting all requirements set forth by the Department of Transportation shall be permitted within any required sidewalk widening areas.

* * *

ARTICLE IV MANUFACTURING DISTRICT REGULATIONS

Chapter 3 Bulk Regulations

43-00 APPLICABILITY AND GENERAL PROVISIONS

* * *

43-03 Outdoor Table Service Areas

Notwithstanding any other provisions of this Resolution, outdoor table service areas, associated with eating and drinking establishments, meeting all requirements set forth by the Department of Transportation shall be permitted within any required sidewalk widening areas.

* * *

ARTICLE V NON-CONFORMING USES AND NON-COMPLYING BUILDINGS

Chapter 2 Non-Conforming Uses

* * *

52-30 CHANGE OF NON-CONFORMING USE

* * *

52-34 Commercial Uses in Residence Districts

In all #Residence Districts#, a #non-conforming use# listed in Use Group 6, 7, 8, 9, 10, 11B, 12, 13, 14 or 15 may be changed, initially or in any subsequent change, only to a conforming #use# or to a #use# listed in Use Group 6. In the case of any such change, the limitation on #floor area# set forth in Section 32-15 (Use Group 6) shall not apply. Eating or drinking places; establishments with musical entertainment, but not dancing, thus permitted as a change of #use#, shall be limited exclusively to the sale of food or drink for on-premises consumption by seated patrons within a #completely enclosed building# subject to the enclosure provisions of Section 32-411.

* * *

**ARTICLE VII
ADMINISTRATION**

**Chapter 3
Special Permits by the Board of Standards and Appeals**

* * *

**73-24
Eating or Drinking Places**

* * *

**73-243
In C1-1, C1-2 and C1-3 Districts**

In C1-1, C1-2 and C1-3 Districts, (except in Special Purpose Districts) the Board of Standards and Appeals may permit eating or drinking places (including those which provide musical entertainment but not dancing, with a capacity of 200 persons or less, and those which provide outdoor table service) with #accessory# drive-through facilities for a term not to exceed five years, provided that the following findings are made:

* * *

- (d) that in C1-1, C1-2, C1-3, C1-4, C2-1, C2-2, C2-3, C2-4, C5, M1-5A and M1-5B Districts, such #use# shall take place in a #completely enclosed building# be subject to the enclosure provisions of Section 32-411; and

* * *

In connection therewith, the Board may modify the requirement of Section 32-411 (In C1, C5, C6-5 or C6-7 Districts) insofar as it relates to the #accessory# drive-through facility. The Board may prescribe additional appropriate conditions and safeguards to minimize adverse effects on the character of the surrounding area.

* * *

Article VIII - Special Purpose Districts

**Chapter 3
Special Limited Commercial District**

* * *

**83-00
GENERAL PURPOSES**

* * *

(10/9/69)

**83-05
Enclosure of Uses**

All permitted #uses# shall be located within #completely enclosed buildings# be subject to the enclosure provisions of Section 32-411.

* * *

**ARTICLE IX
SPECIAL PURPOSE DISTRICTS**

**Chapter 7
Special 125th Street District**

**97-00
GENERAL PURPOSES**

* * *

**97-03
District Plan and Maps**

The regulations of this Chapter are designed to implement the #Special 125th Street District# Plan. The District Plan, including Map 1 (Special 125th Street District and Subdistricts) and Map 2 (Permitted Small Sidewalk Cafe Locations), is set forth in Appendix A of this Chapter and is hereby incorporated as part of this Resolution for the purpose of specifying locations where the special regulations and requirements set forth in this Chapter apply.

* * *

**97-10
SPECIAL USE AND LOCATION REGULATIONS**

* * *

**97-13
Permitted Small Sidewalk Cafe Locations**

#Small sidewalk cafes# shall be permitted in the #Special 125th Street District# as indicated on Map 2 (Permitted Small Sidewalk Cafe Locations) in Appendix A of this Chapter, subject to all applicable regulations of Article I, Chapter 4 (Sidewalk Cafe Regulations).

**97-14
Transient Hotels Within the Park Avenue Hub Subdistrict**

* * *

**97-40
SPECIAL BULK REGULATIONS**

* * *

**97-41
Special Floor Area Regulations**

* * *

**97-412
Maximum floor area ratio in the Park Avenue Hub Subdistrict**

Within the Park Avenue Hub Subdistrict, as shown on Map 1 in Appendix A of this Chapter, the maximum #floor area ratio# for #zoning lots# is set forth in paragraph (a) of this Section, and is modified for certain #zoning lots# in accordance with paragraph (b) of this Section.

- (a) Maximum #floor area ratio#

The maximum #floor area ratio# shall be 12.0. Where a #development# or #enlargement# contains #residential floor area#, such #zoning lot# shall satisfy the provisions of either:

- (1) a minimum non-#residential floor area ratio# of 2.0 shall be provided on such #zoning lot#. Such #floor area# shall not include any #floor area# containing a #transient hotel# pursuant to the provisions of Section 97-1413 (Transient Hotels Within the Park Avenue Hub Subdistrict); or

* * *

**Appendix A
Special 125th Street District Plan**

* * *

Map 2: Permitted Small Sidewalk Cafe Locations (97A.2)

[TO BE DELETED]



Special 125th Street District boundary
.....Locations where only small sidewalk cafes are permitted

* * *

**ARTICLE X
SPECIAL PURPOSE DISTRICTS**

**Chapter 9
Special Little Italy District**

**109-00
GENERAL PURPOSES**

* * *

**109-02
General Provisions**

* * *

The use of the public #streets# and sidewalks for the maintenance of #sidewalk cafes#, outdoor cafes or any other structures shall require the separate approval of the Board of Estimate, which may be granted upon such terms and conditions as the Board of Estimate may deem appropriate.

* * *

**ARTICLE XI
SPECIAL PURPOSE DISTRICTS**

**Chapter 7
Special Long Island City Mixed Use District**

**117-00
GENERAL PURPOSES**

* * *

117-03 District Plan and Maps

The regulations of this Chapter implement the #Special Long Island City Mixed Use District# Plan.

The District Plan includes the following maps in Appendices A, B and C:

Appendix A	Special Long Island City Mixed Use District and Subdistricts Plan Map, including Permitted Sidewalk Cafe Locations
------------	--------------------------------------------------------------------------------------------------------------------

* * *

117-05 Permitted Sidewalk Cafe Locations

#Unenclosed sidewalk cafes#, including #small sidewalk cafes#, shall be permitted in the #Special Long Island City Mixed Use District# only on the #streets# indicated on the map in Appendix A (Special Long Island City Mixed Use District and Subdistricts Plan Map, including Permitted Sidewalk Cafe Locations) of this Chapter, except that such #unenclosed sidewalk cafes# may also extend up to 100 feet along the non-designated #street# frontage of a #corner lot#, subject to all other applicable regulations of Article I, Chapter 4.

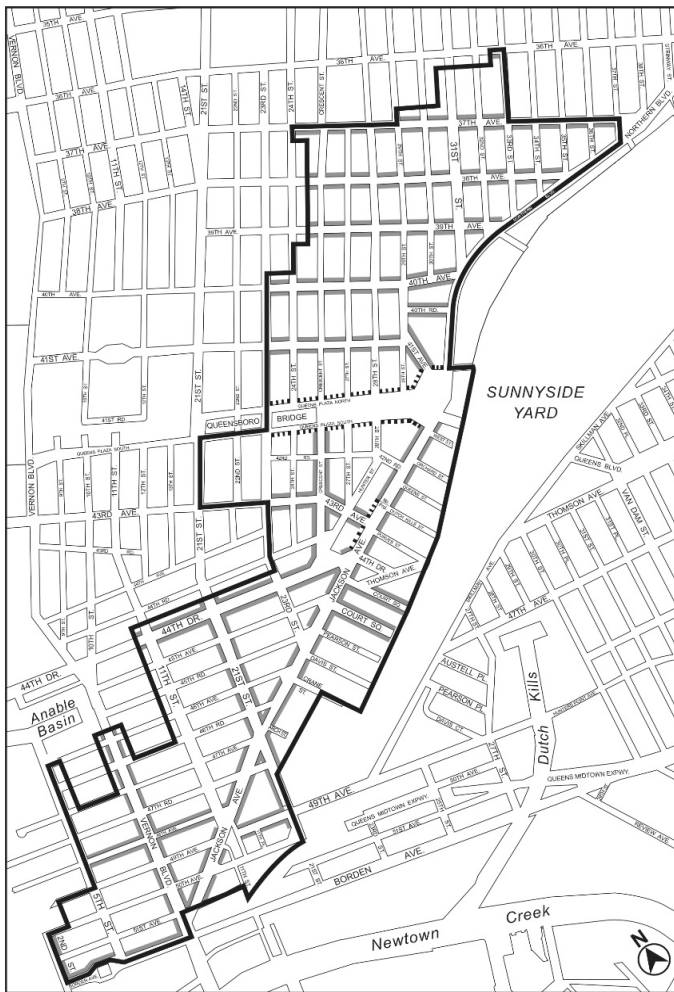
* * *

Appendix A Special Long Island City Mixed Use District and Subdistricts Plan Map, including Permitted Sidewalk Cafe Locations

* * *

Permitted Sidewalk Cafe Locations

[TO BE DELETED]



* * *

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

BOROUGH OF BROOKLYN Supplemental Cal. No. 1 - 6

RIVER RING Supplemental Cal. No. 1

CD 1 C 220062 ZMK

IN THE MATTER OF an application submitted by River Street Partners LLC, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 12c:

- changing from an M3-1 District to a C6-2 District property bounded by North 3rd Street, River Street, North 1st Street, a line 200 feet northwesterly of River Street, a northeasterly boundary line of Grand Ferry Park, and the U.S. Pierhead Line; and
- changing from an M3-1 District to an M1-4 District property bounded by North 3rd Street, Kent Avenue, North 1st Street, and River Street;

as shown on a diagram (for illustrative purposes only) dated August 16, 2021, and subject to the conditions of CEQR Declaration E-636.

Supplemental Cal. No. 2

CD 1 N 220063 ZRK

IN THE MATTER OF an application submitted by River Street Partners LLC, pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York modifying Article VII, Chapter 4 (Special Permits by the City Planning Commission) for the purpose of modifying Large-scale General Development provisions, and modifying APPENDIX F, for the purpose of establishing a Mandatory Inclusionary Housing area.

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

ARTICLE VII ADMINISTRATION

Chapter 4 Special Permits by the City Planning Commission

74-74 Large-scale General Development

* * *

74-74Z Ownership

* * *

A special permit may be applied for and granted under the provisions of Section 74-74, even though such #large-scale general development# does not meet the ownership requirements set forth elsewhere in this Section, when the site of such #large-scale general development# is:

* * *

- (d) partially under State or City ownership, or may include a tract of land under private ownership that is located within the bed of 26th Avenue between 1st Street and the bulkhead line within the Halletts Point Peninsula, in the area bounded by 8th Street and Vernon Boulevard on the east, the East River on the west and south, and the north side of 26th Avenue on the north, in Community District 1 in the Borough of Queens, provided that the exception to the ownership requirements set forth herein shall apply only to:
 - tracts of land in State or City ownership; or
 - a tract of land in private ownership located within the bed of 26th Avenue, between 1st Street and the bulkhead line; or

- (e) within Manhattan Community District 2, where the City Planning Commission has approved a special permit under Section 74-74 for a #large-scale general development# located partially within a C2-7 District, and a portion of such #large-scale general development# is subsequently mapped as a park and transferred to City ownership, then the consent or authorization of any owner or party in interest to:
 - property other than the #public park# shall not be required for any application for a modification to the special permit or associated restrictive declaration relating only to the #public park#; or

* * *

(f) partially under State or City ownership, and is located within the boundaries of Community District 1 in the Borough of Brooklyn, on a #waterfront zoning lot# located within a C6-2 District that is mapped within a #Mandatory Inclusionary Housing area#, provided that the exception to the ownership requirements set forth herein shall apply only to tracts of land in State or City ownership.

* * *

74-743

Special provisions for bulk modification

(a) For a #large-scale general development#, the City Planning Commission may permit:

* * *

(11) wholly within a C1-9 District entirely within the boundaries of Community District 8 in Manhattan, for a predominantly #community facility development#, a #floor area# bonus not to exceed 20 percent of the maximum #floor area ratio# permitted by the underlying district regulations where, in connection with such #development#, an improvement to a #public park# located within the same Community District and within a one mile radius of the proposed #development# is provided in accordance with the provisions of this Section.

* * *

(ii) Prior to a determination as to whether to grant the special permit, the City Planning Commission shall have received from the Commissioner of Parks and Recreation:

* * *

(b) a letter that shall include:

* * *

(ii) a statement that the funding to be provided by the applicant, in combination with any other available funding, is adequate for completion of the necessary infrastructure, landscape and other work necessary to complete the #public park# improvement; or

(12) within the boundaries of Community District 1 in the Borough of Queens, in the area generally north of 30th Road and west of 8th Street, within the Halletts Point Peninsula, the #floor area# distribution from a #zoning lot# containing existing public housing #buildings#, provided that upon approval of a #large-scale general development# there exists unused #floor area# on a separate parcel of land with existing light industrial #buildings# in an amount equivalent to, or in excess of, the #floor area# approved for distribution and further provided:

* * *

(ii) the existing light industrial #buildings# on the separate parcel of land are demolished; or

(13) within the boundaries of Community District 1 in the Borough of Brooklyn, on a #waterfront zoning lot# located within a C6-2 District that is mapped within a #Mandatory Inclusionary Housing area#, portions of the land, #piers# or #platforms# projecting seaward of the bulkhead line and existing on [date of adoption] may be replaced or reconstructed with #new piers# or #new platforms#, as follows:

(i) any such existing land projecting seaward of the bulkhead line may be replaced or reconstructed with #new platforms# and such #new platforms# may be included as part of the #upland lot#. In no event shall the #lot area# generated by such #new platforms# exceed the #lot area# of the land projecting seaward of the bulkhead line, as it existed on [date of adoption];

(ii) any other such #new piers# or #new platforms# may be considered #lot area# for the purposes of determining allowable #floor area# or number of #dwelling units#, or to satisfy any other #bulk# regulations, in accordance with the provisions of paragraphs (b) and (c) of Section 62-31 (Bulk Computations on Waterfront Zoning Lots). In no event shall the #floor area# generated by such #new piers# or #new platforms# exceed the #floor area# generated by #piers# or #platforms# projecting seaward of the bulkhead line, as they existed on [date of adoption]; and

(iii) such #new piers# or #new platforms# that are subject to the provisions of paragraph (a)(13)(ii) of this Section need not meet the requirements of Sections 62-242 (Uses on new piers and platforms), 62-54 (Requirements for Public Access on Piers) or 62-63 (Design Requirements for Public Access on Piers and Floating Structures), inclusive.

(b) In order to grant a special permit pursuant to this Section for any #large-scale general development#, the Commission shall find that:

* * *

(12) where #new piers# or #new platforms# are constructed, replaced or reconstructed in accordance with the provisions of paragraph (a)(13) of this Section, such #new piers# and #new platforms# are an integral part of such #large-scale general development#, result in a superior site plan and appropriate relationship with adjacent #waterfront public access areas# and #shorelines#, and provide significant public access to or within the #seaward lot# portion of the #waterfront zoning lot#.

Within Manhattan Community District 2, within the former Washington Square Southeast Urban Renewal Area, where the Commission has approved a #large-scale general development# and a #lot line# of such #large-scale general development# coincides with the boundary of a mapped #public park#, such #lot line# shall be considered to be a #street line# of a #wide street# for the purposes of applying all #use# and #bulk# regulations of this Resolution.

* * *

APPENDIX F

Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas

* * *

BROOKLYN

* * *

Brooklyn Community District 1

* * *

Map 2 - [date of adoption]

[EXISTING MAP]



Inclusionary Housing designated area
 Excluded Area

[PROPOSED MAP]



- Inclusionary Housing designated area
- Mandatory Inclusionary Housing Program area see Section 23-154(d)(3)
- ▨ Area # - [date of adoption] MIH Program Option 1
- ▩ Excluded Area

Portion of Community District 1, Brooklyn

* * *

Supplemental Cal. No. 3

CD 1 C 220064 ZSM

IN THE MATTER OF an application submitted by River Street Partners LLC, pursuant to Sections 197-c and 201 of the New York City Charter for, for the grant of special permits pursuant to the following Sections of the Zoning Resolution:

1. Section 74-743(a)(2) - to modify the height and setback, floor area distribution, maximum residential tower size, and maximum width of building walls facing a shoreline requirements of Section 62-341 (Developments on land and platforms); and
2. Section 74-743(a)(13)*:
 - a. to allow existing land projecting seaward of the bulkhead line to be replaced or reconstructed with new platforms and such platform be included as part of the upland lot;
 - b. to allow such new piers and platforms to be considered lot area for the purposes of determining allowable floor area, dwelling units, and other bulk regulations of Section 62-31(b) & (c) (Bulk Computations on Waterfront Zoning Lots); and
 - c. to waive the requirements of Sections 62-242 (Uses on new piers and platforms), 62-54 (Requirements for Public Access on Piers, and Section 62-63 (Design Requirements for Public Access on Piers and Floating Structures);

in connection with a proposed mixed-use development, within a large-scale general development, on property generally bounded by North 3rd Street, River Street, North 1st Street, a line 200 feet northwesterly of River Street, Grand Ferry Park, and the U.S. Pierhead Line (Block 2355, Lots 1 and 20; Block 2361, Lots 1, 20 and 21; and Block 2376, Lot 50; and the demapped portions of Metropolitan Avenue** and North 1st Street**), in a C6-2 District***.

* Note: Section 74-743 is proposed to be changed under a concurrent related application for a Zoning Text Change (N 220063 ZRK).

** Note: Portions of Metropolitan Avenue and North 1st Street are proposed to be demapped under a concurrent related application for a City Map change (C 210425 MMK).

*** Note: This site is proposed to be rezoned by changing an existing M3-1 District to a C6-2 District under a concurrent related application for a Zoning Map change (C 220062 ZMK).

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

Supplemental Cal. No. 4

CD 1 C 220070 ZSK

IN THE MATTER OF an application submitted by River Street Partners LLC, pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-533 of the Zoning Resolution to reduce the number of required accessory off-street parking spaces from 40 percent to 20 percent, for dwelling units in a development within a Transit Zone, that includes at least 20 percent of all dwelling units as income-restricted housing units, in

connection with a proposed mixed-use development, within a large-scale general development, on property generally bounded by North 3rd Street, River Street, North 1st Street, a line 200 feet northwesterly of River Street, Grand Ferry Park, and the U.S. Pierhead Line (Block 2355, Lots 1 and 20; Block 2361, Lots 1, 20 and 21; and Block 2376, Lot 50; and the demapped portions of Metropolitan Avenue** and North 1st Street**), in C6-2 District***.

* Note: Section 74-743 is proposed to be changed under a concurrent related application for a Zoning Text Change (N 220063 ZRK).

** Note: Portions of Metropolitan Avenue and North 1st Street are proposed to be demapped under a concurrent related application for a City Map change (C 210425 MMK).

*** Note: This site is proposed to be rezoned by changing an existing M3-1 District to a C6-2 District under a concurrent related application for a Zoning Map change (C 220062 ZMK).

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

Supplemental Cal. No. 5

CD 1 C 220061 MLK

IN THE MATTER OF an application submitted by River Street Partners LLC, pursuant to Section 197-c of the New York City Charter for a landfill of approximately 6,230 square feet located in the East River, in connection with a proposed mixed-use development, within a large-scale general development, on property generally bounded by North 3rd Street, River Street, North 1st Street, a line 200 feet northwesterly of River Street, Grand Ferry Park, and the U.S. Pierhead Line (Block 2355, Lots 1 and 20; Block 2361, Lots 1, 20 and 21; and Block 2376, Lot 50; and the demapped portions of Metropolitan Avenue** and North 1st Street**), in C6-2 District***.

* Note: Section 74-743 is proposed to be changed under a concurrent related application for a Zoning Text Change (N 220063 ZRK).

** Note: Portions of Metropolitan Avenue and North 1st Street are proposed to be demapped under a concurrent related application for a City Map change (C 210425 MMK).

*** Note: This site is proposed to be rezoned by changing an existing M3-1 District to a C6-2 District under a concurrent related application for a Zoning Map change (C 220062 ZMK).

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

Supplemental Cal. No. 6

CD 1 C 210425 MMK

IN THE MATTER OF an application submitted by River Street Partners LLC, pursuant to Sections 197-c and 199 of the New York City Charter and Section 5-430 et seq. of the New York City Administrative Code for an amendment to the City Map involving:

- 1) the elimination, discontinuance and closing of Metropolitan Avenue between River Street and the United States Pierhead Line;
- 2) the elimination, discontinuance and closing of a portion of North 1st Street from a point 200 feet west of River Street and the United States Pierhead Line;
- 3) the adjustment of grades and block dimensions necessitated thereby;

including authorization for any acquisition or disposition of real property related thereto, in accordance with Map No. Y-2760 dated August 16, 2021 and signed by the Borough President.

NOTICE

On Wednesday, October 6, 2021, a public hearing is being held by the City Planning Commission (CPC), accessible remotely, in conjunction with the above ULURP hearing to receive comments related to a Draft Environmental Impact Statement (DEIS) concerning an application by River Street Partners, LLC (the Applicant). The Applicant is seeking a series of land use applications including a city map change, a landfill application, zoning map amendment, zoning text amendments, zoning authorizations and special permits (the Proposed Actions) from the City Planning Commission (CPC) to facilitate the development of two mixed-use towers with mixed income residential, commercial, and community facility uses, and waterfront public spaces (the "Proposed Development") on the proposed development site comprised of Block 2355, Lots 1 and 20; Block 2361, Lots 1, 20, and 21; Block 2376, Lot 50; and portions of Metropolitan Avenue and North 1st Street (collectively known as the "Proposed Development Site") in the Williamsburg neighborhood of Brooklyn, Community District 1. The Project Area also includes two non-Applicant owned blocks to the east of the Proposed Development Site (Blocks 2356 and 2362).

The Proposed Development would contain approximately 1.336 million gsf, comprised of approximately 1.12 million gsf

of residential space (approximately 1,250 dwelling units, of which 313 units (25%) would be affordable pursuant to the MII program), 50,000 gsf of community facility space, 83,000 gsf of commercial space (including 60,000 gsf of office and 23,000 gsf of local retail), and approximately 83,000 gsf of below-grade parking (up to 250 accessory attended parking spaces).

The Applicant is also requesting an extension of term of special permit and authorization approvals to a period of ten years during which substantial construction of the phased project would be completed. In addition, a Joint Permit Application from the NYS Department of Environmental Conservation (NYSDEC) and the US Army Corps of Engineers (USACE) is being sought in conjunction with the publicly accessible open space proposed along the waterfront.

Written comments on the DEIS are requested and will be received and considered by the Lead Agency through Monday, October 18, 2021 by 5:00 P.M.

For instructions on how to submit comments and participate remotely, please refer to the instructions at the beginning of this agenda.

This hearing is being held, pursuant to the State Environmental Quality Review Act (SEQRA) and City Environmental Quality Review (CEQR), CEQR No. 21DCP157K.

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



s22-o6

COMMUNITY BOARDS

■ PUBLIC HEARINGS

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

BOROUGH OF QUEENS

COMMUNITY BOARD NO. 08 - Thursday, September 30, 2021, at 7:30 P.M., virtual Public Hearing. This is to seek NEW ITEMS for our Fiscal Year 2023 Capital and Expense Budget Priorities for Queens Community District 8. Please go to our website for a listing of the current budget priorities, at nyc.gov/queenscb8. Please call us at (718) 264-7895, Monday through Friday (9:00 A.M. to 5:00 P.M.) to sign up for speaking time.

Link to join: <https://nycb.webex.com/nycb/j.php?MTID=m44fbbc031d231adb9d05aa7c5ed48a90>
Event number (access code): 2398 919 6248
Event password: cb8q (2287 from phones)
Join by phones: 1 646 992 2010 (NYC)
Join by phones: 1 408 418 9388 (USA)

← s24-28

DESIGN AND CONSTRUCTION

■ PUBLIC HEARINGS

PLEASE TAKE NOTICE, that in accordance with Section 201-204 (inclusive) of the New York State Eminent Domain Procedure Law, a Public Hearing will be held by the New York City Department of Environmental Protection ("DEP"), on behalf of the City of New York, in connection with the acquisition of certain real property located in the Todd Hill section of the Borough of Staten Island, City and State of New York.

The time and place of the hearing are as follows:

DATE: Monday, October 18, 2021
TIME: 10:00 A.M. - 12:00 P.M.
IN-PERSON LOCATION: 900 South Avenue, 3rd Floor, Staten Island, NY

Persons preferring to attend this Hearing virtually or by phone must register using the link: <https://bit.ly/3nm6ADq>

Conference call-in number: (929) 205-6099
Meeting ID: 867 1532 0556

The property proposed to be acquired is identified on the Tax Map of the City of New York for the Borough of Staten Island as: Block 908, Lot 16. There are no proposed alternative locations.

The purpose of this hearing is to inform and solicit comments from the public concerning a proposed acquisition of the above-referenced property for the construction of a stormwater drainage feature, referred to as Best Management Practice (BMP) in connection with the DEP Bluebelt Program. The purpose is also to review the public use to be served by the project and its impact on the environment and local residents.

Any person in attendance at this meeting shall be given a reasonable opportunity to present oral or written statements and to submit other documents concerning the proposed acquisition. Each speaker shall be allotted a maximum of ten (10) minutes. In addition, written statements may be submitted to DEP's Bureau of Legal Affairs at the address below, provided the comments are received by 5:00 P.M. on November 1, 2021, which is 14 days after the public hearing date.

Only statements delivered on or before 5:00 P.M. on November 1, 2021 will be considered in the making of a determination and findings. Questions and statements regarding this hearing should be directed to:

New York City Department of Environmental Protection
Bureau of Legal Affairs
59-17 Junction Boulevard, 19th Floor
Flushing, NY 11373-5108
Attention: DEP Bluebelt Program

Note: The property owner who may subsequently wish to challenge the condemnation of their property, via judicial review, may do so only on the basis of issues, facts and objections raised, at the public hearing.



s20-24

EDUCATIONAL CONSTRUCTION FUND

■ MEETING

The NYC Educational Construction Fund Board of Trustees/Audit Committee Meeting, will be held, on Sept 24, 2021, at 10:30 A.M., at 52 Chambers Street, 2nd Floor, Conference Room, New York, NY.

Accessibility questions: cwong@nycsca.org, by: Thursday, September 23, 2021, 5:00 P.M.



s20-24

HOUSING AUTHORITY

■ MEETING

CORRECTED NOTICE

Because of the on-going COVID-19 health crisis and in relation to Chapter 417 of the Laws of 2021, the Board Meeting of the New York City Housing Authority, scheduled for Wednesday, September 29, 2021, at 10:00 A.M., will be limited to viewing live-stream or listening via phone, instead of attendance in person.

For public access, the meeting will be streamed live on NYCHA's YouTube Channel, <http://nyc.gov/nycha>, and NYCHA's Website, nyc.gov/boardmeetings, or can be accessed via Zoom, by calling (646) 558-8656 using Webinar ID: 816 5138 6482 and Passcode: 5692103421.

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

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

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

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

Any person requiring a reasonable accommodation in order to participate in the Board Meeting, should contact the Office of the Corporate Secretary, by phone, at (212) 306-6088, or by email, at corporate.secretary@nycha.nyc.gov, no later than Tuesday, September 28, 2021, at 5:00 P.M.

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

s10-28

INDEPENDENT BUDGET OFFICE

■ NOTICE

The New York City Independent Budget Office Advisory Board, will hold a meeting on Thursday, October 7th, beginning at 8:30 A.M., via video conference. There will be an opportunity for the public to address the advisory board during the public portion of the meeting. For a link to the meeting, please email ibonews@ibo.nyc.ny.us.

Accessibility questions: Lisa Neary, lisan@ibo.nyc.ny.us, by: Wednesday, October 6, 2021, 5:00 P.M.



s22-o7

LANDMARKS PRESERVATION COMMISSION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Title 25, Chapter 3 of the Administrative Code of the City of New York (Sections 25-303, 25-307, 25-308, 25-309, 25-313, 25-318, 25-320) on Tuesday, September 28, 2021, at 9:30 A.M., the Landmarks Preservation Commission (LPC or agency) will hold a public hearing by teleconference with respect to the properties list below, and then followed by a public meeting.

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

95 Prospect Park West, Prospect Park - Individual Landmark
LPC-22-01205 - Block 1117 - Lot 1 - Zoning: Park
BINDING REPORT

An Italianate style mansion, designed by Alexander J. Davis built c. 1850 within a primarily naturalistic style park designed in 1865 by Frederick Law Olmsted and Calvert Vaux. Application is to construct a ramp, replace a door, and install flagpoles.

189 Argyle Road - Prospect Park South Historic District
LPC-21-09930 - Block 5117 - Lot 56 - Zoning: R1-2
CERTIFICATE OF APPROPRIATENESS

A Colonial Revival style house, designed by Slee & Bryson and built in 1906, and altered in 1924. Application is to replace windows, install skylights and a patio, remove a rear porch and overhang, and demolish a garage.

15 Shore Road - Douglaston Historic District
LPC-21-08857 - Block 8044 - Lot 5 - Zoning: R1-1
CERTIFICATE OF APPROPRIATENESS

A Colonial Revival style house, designed by George Hardway and built in 1910. Application is to enlarge an extension, construct a porch and patio, modify the entrance, install a skylight, relocate a driveway and curb cut, and excavate and regrade portions of the site.

1 Clarkson Street (aka 2-8 Seventh Avenue South) - Greenwich Village Historic District Extension II
LPC-21-00211 - Block 582 - Lot 50 - Zoning: C2-6
BINDING REPORT

A Colonial Revival style public bath house, designed by Renwick, Aspinwall & Tucker and built in 1906-1907, and altered by Jaros Kraus in 1922 and Mitchell Bernstein in 1929. Application is to reconstruct an entrance ramp and stairs.

275 Mulberry Street - Individual Landmark
LPC-22-01500 - Block 510 - Lot 7502 - Zoning: C6-3
CERTIFICATE OF APPROPRIATENESS

A Romanesque Revival style commercial building, designed by Albert Wagner and built in 1885-86 with alterations in 1892-93 and 1897-99. Application is to install an awning, flagpole, and signage and to create a vitrine.

657 Greenwich Street - Greenwich Village Historic District
LPC-21-10893 - Block 605 - Lot 8 - Zoning: R6
MISCELLANEOUS - AMENDMENT

A school building, designed by Thomas M. Bell and built in the early 1950's, with additions built in 2012 and 2015. Application is to modify the play cage, railings, and flue extensions approved under Certificate of Appropriateness 16-5387.

134 Spring Street - SoHo-Cast Iron Historic District
LPC-22-01928 - Block 486 - Lot 11 - Zoning: M1-5A
CERTIFICATE OF APPROPRIATENESS

A Beaux-Arts style commercial building, designed by Albert Wagner and built in 1895-96. Application is to establish a Master Plan governing the future installation of painted wall signs.

77 Greene Street - SoHo-Cast Iron Historic District
LPC-21-10696 - Block 486 - Lot 21 - Zoning: M1-5A
CERTIFICATE OF APPROPRIATENESS

A store and loft building designed by Henry Fernbach and built in 1877. Application is to paint the cast iron facade.

23 8th Avenue - Greenwich Village Historic District
LPC-21-10703 - Block 625 - Lot 38 - Zoning: C1-6
CERTIFICATE OF APPROPRIATENESS

A rowhouse with commercial ground floor, built in 1845. Application is to legalize and modify a rooftop addition constructed in non-compliance with Certificate of Appropriateness 10-6193, and to install new window openings and a balcony at the lot line facade.

134 East 38th Street - Murray Hill Historic District
LPC-21-09885 - Block 893 - Lot 271 - Zoning: R10
CERTIFICATE OF APPROPRIATENESS

An altered Second Empire style rowhouse, designed by D. & J. Jardine and built in 1868-69, and altered in 1958 by Thomas F. Hennessy. Application is to install shutters and a flagpole.

330 West End Avenue - West End - Collegiate Historic District Extension
LPC-21-10227 - Block 1167 - Lot 64 - Zoning: R10A
CERTIFICATE OF APPROPRIATENESS

An Arts & Crafts style apartment building, designed by Robert M. Farrington and built in 1915-1916. Application is to replace greenhouse structures on balconies.

780 West End Avenue - Riverside - West End Historic District Extension II
LPC-21-08658 - Block 1869 - Lot 7502 - Zoning: R8
CERTIFICATE OF APPROPRIATENESS

An Arts and Crafts style apartment building, designed by George & Edward Blum and built in 1912-14. Application is to replace windows.

163 East 69th Street - Upper East Side Historic District
LPC-21-06111 - Block 1404 - Lot 31Zonin R8B
CERTIFICATE OF APPROPRIATENESS

A Neo-Georgian style garage and house, designed by Albro & Lindeberg and built in 1909, and later altered in 1954. Application is to construct a rooftop addition, modify a masonry opening, and replace windows and doors.

300 West End Avenue - West End - Collegiate Historic District Extension
LPC-21-06251 - Block 1166 - Lot 1 - Zoning: R10A
CERTIFICATE OF APPROPRIATENESS

A Colonial Revival style apartment building, designed by Schwartz & Gross and built in 1916. Application is to extend a rooftop bulkhead.

s14-28

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Title 25, Chapter 3 of the Administrative Code of the City of New York (Sections 25-303, 25-307, 25-308, 25-309, 25-313, 25-318, 25-320) on Tuesday, October 5, 2021, at 9:30 A.M., the Landmarks Preservation Commission (LPC or agency), will hold a public hearing by teleconference with respect to the properties list below, and then followed by a public meeting.

The final order and estimated times for each application will be posted on the Landmarks Preservation Commission website the Friday before the hearing. Please note that the order and estimated times are subject to change. The teleconference will be by the Zoom app and will be live streamed on the LPC's YouTube channel, www.youtube.com/nyclpc.

Members of the public should observe the meeting on the YouTube channel and may testify on particular matters by joining the meeting using either the Zoom app or by calling in from any phone. Specific instructions on how to observe and testify, including the meeting ID and password, and the call-in number, will be posted on the agency's website, under the "Hearings" tab, <https://www1.nyc.gov/site/lpc/hearings/hearings.page>, on the Monday before the public hearing. Any person requiring language assistance services or other reasonable accommodation in order to participate in the hearing or, attend the meeting should contact the LPC by contacting Anthony Fabre, Director of Community and Intergovernmental Affairs, at anfabre@lpc.nyc.gov, at least five (5) business days before the hearing or meeting. Please note: Due, to the City's response to COVID-19, this public hearing and meeting is subject to change and/or cancellation.

**282 Park Place - Prospect Heights Historic District
LPC-21-06781 - Block 1165 - Lot 15 - Zoning: R6B
CERTIFICATE OF APPROPRIATENESS**

A Renaissance Revival style rowhouse with Romanesque Revival elements, designed by William H. Reynolds and built c. 1897. Application is to construct a stoop.

**749 5th Avenue - Individual Landmark
LPC-22-01811 - Block 655 - Lot 31 - Zoning: M1-1D
CERTIFICATE OF APPROPRIATENESS**

A Victorian style commercial greenhouse, designed by George Curtis Gillespie and, built in 1895. Application is to remove the remainder of a previously demolished building adjoining the greenhouse, and to install portions of fencing and a new entrance courtyard, pathway, and vestibule associated with new fencing and signage and a new building located off the landmark site.

**295-297 Hicks Street - Brooklyn Heights Historic District
LPC-22-00050 - Block 261 - Lot 111, 9, 110 - Zoning: R6
CERTIFICATE OF APPROPRIATENESS**

Three vacant lots. Application is to construct two new buildings.

**1423 Albemarle Road - Prospect Park South Historic District
LPC-22-00018 - Block 5095 - Lot 46 - Zoning: R1-2
CERTIFICATE OF APPROPRIATENESS**

A Queen Anne style house, with Medieval French, English Tudor, Shavian, and American Colonial style influences, designed by John J. Petit and built in 1899. Application is to construct a side-yard addition, create and modify masonry openings, and install a balcony railing.

**77 Greene Street - SoHo-Cast Iron Historic District
LPC-21-10696 - Block 486 - Lot 21 - Zoning: M1-5A
CERTIFICATE OF APPROPRIATENESS**

A store and loft building, designed by Henry Fernbach and, built in 1877. Application is to paint the cast iron façade.

**69 Gansevoort Street - Gansevoort Market Historic District
LPC-22-01806 - Block 644 - Lot 64 - Zoning: M1-5
CERTIFICATE OF APPROPRIATENESS**

A 19th century building, modified in the Moderne style by George H. Suess in 1949. Application is to construct a rooftop addition.

**163 East 69th Street - Upper East Side Historic District
LPC-21-06111 - Block 1404 - Lot 31 - Zoning: R8B
CERTIFICATE OF APPROPRIATENESS**

A Neo-Georgian style garage and house, designed by Albro & Lindeberg and, built in 1909, and later altered in 1954. Application is to construct rooftop and rear yard additions, modify masonry openings, replace windows and doors, and install balconies.

s21-05

PROPERTY DISPOSITION

CITYWIDE ADMINISTRATIVE SERVICES

■ SALE

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

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

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

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

f23-a4

HOUSING PRESERVATION AND DEVELOPMENT

■ PUBLIC HEARINGS

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

j4-d30

PROCUREMENT

"Compete To Win" More Contracts!

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

- Win More Contracts, at nyc.gov/competetowin

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

HHS ACCELERATOR PREQUALIFICATION

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

ADMINISTRATIVE TRIALS AND HEARINGS

OATH ADMINISTRATION

■ INTENT TO AWARD

Services (other than human services)

CLEANING SERVICES FOR BRONX LOCATION - Required/
Authorized Source - PIN#82021M0001 - Due 10-4-21 at 12:00 P.M.

To provide Janitorial Cleaning services, to Bronx office location 260 East 161st Street, 6th Floor, Bronx, NY 10451.

s21-27

CITYWIDE ADMINISTRATIVE SERVICES

ADMINISTRATION

■ SOLICITATION

Goods

GUIDE RAIL, POSTS AND ACCESSORIES - Competitive Sealed Bids - PIN# 85722B0062 - Due 10-26-21, at 10:30 A.M.

All bids are done on PASSPort. To review the details for this solicitation and participate, please use the following link below and use the keyword search fields, to find the solicitation:

https://passport.cityofnewyork.us/page.aspx/en/rfp/request_browse_public.

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

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

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

s24

HOMELESS SERVICES

■ INTENT TO AWARD

Human Services/Client Services

07122N0004-BRIARWOOD NEGOTIATED ACQUISITION EXTENSION - Negotiated Acquisition - Other - PIN# 07122N0004 - Due 10-1-21 at 12:00 A.M.

The New York City Department of Homeless Services (DHS), is requesting an approval for a 6 month of Negotiated Acquisition Extension in the amount of \$1,866,744.00, for repairs at Briarwood Family Residence. The site services Families with Children.

This NAE, is being requested to allow the continuity of critical services until a new RFP is processed.

s24-30

DHS SECURITY

■ INTENT TO AWARD

Services (other than human services)

CONTINUED SERVICES AND GOODS REQUIRED FOR DHS SECURITY OPERATIONS-AXON - Request for Information - PIN# 07122Y0022 - Due 10-1-21 at 2:00 P.M.

The Department of Homeless Services (DHS) Security and Emergency Operations, intends to enter into a 3 years Sole Source contract with Axon Enterprise, Inc., for purchase of Axon Body 2 Video Cameras, storage of data and maintenance of equipment, starting from 11/1/2021 to 10/31/2024, including one 2-year renewal option. These equipments and services are only manufactured and available for purchase from Axon. The requested Sole Source solicitation would ensure a continuance of goods and services required to satisfy the agency's security needs.

Any firm or organization which believes they can also provide this service, is invited to respond to the RFI "07122Y0022-Continued services and goods required for DHS Security Operations-Axon" on PASSPort. If you have any questions, please email "frazierjac@dss.nyc.gov", with the subject line "07122Y0022-Continued services and goods required for DHS Security Operations-Axon". Please indicate your interest, by responding to the RFI EPIN: 07122Y0022 in PASSPort, no later than October 1, 2021, 2:00 P.M.

s23-30

HOUSING AUTHORITY

PROCUREMENT

■ SOLICITATION

Construction Related Services

SMD_SERVICES_MAINTENANCE PAINTING OF APARTMENTS LOCATED AT VARIOUS DEVELOPMENTS CITYWIDE - Competitive Sealed Bids - Due 10-19-21 at 10:00 A.M.

- 335889 - SMD_Services_Maintenance Painting of Apartments located at Fulton Houses, Manhattan - Due at 10:00 A.M.
- 335895 - SMD_Services_Maintenance Painting of Apartments located at Pelham Parkway Houses, Boston Road Plaza, Bronx - Due at 335901 - SMD_Services_Maintenance Painting of Apartments located at Carver Houses, Manhattan - Due at 10:05 A.M.
- 335902 - SMD_Services_Maintenance Painting of Apartments located at Drew Hamilton Houses, P.S. 139 Conversion, Manhattan - Due at 10:10 A.M.

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

Interested vendors are invited to obtain a copy of the opportunity, at NYCHA's website by going, to the <http://www.nyc.gov/nychabusiness>. On the left side, click on "iSupplier Vendor Registration/Login" link. (1) If you have an iSupplier account, then click on the "Login for registered vendors" link and sign into your iSupplier account. (2) If you do not have an iSupplier account you can Request an account by clicking on "New suppliers register in iSupplier" to apply for log-in credentials. Once you have accessed your iSupplier account, log into your account, then choose under the Oracle Financials home page, the menu option "Sourcing Supplier", then choose "Sourcing", then choose "Sourcing Homepage"; and conduct a search in the "Search Open Negotiations" box for the RFQ Number (s) 335899, 335901, 335902, 335895.

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

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

Housing Authority, 90 Church Street, 6th Floor, New York, NY 10007. Miriam Rodgers (212) 306-4718; miriam.rodgers@nychanyc.gov

s24

SMD_SERVICES_MAINTENANCE PAINTING OF APARTMENTS LOCATED AT BROWNSVILLE HOUSES, BROOKLYN - Competitive Sealed Bids - PIN# 338895 - Due 10-19-21 at 10:00 A.M.

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

Interested vendors are invited to obtain a copy of the opportunity, at NYCHA's website by going, to the <http://www.nyc.gov/nychabusiness>. On the left side, click on "iSupplier Vendor Registration/Login" link. (1) If you have an iSupplier account, then click on the "Login for registered vendors" link and sign into your iSupplier account. (2) If you do not have an iSupplier account you can Request an account by clicking on "New suppliers register in iSupplier" to apply for log-in credentials. Once you have accessed your iSupplier account, log into your account, then choose under the Oracle Financials home page, the menu option "Sourcing Supplier", then choose "Sourcing", then choose "Sourcing Homepage"; and conduct a search in the "Search Open Negotiations" box for the RFQ Number (s) 338895.

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

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

Housing Authority, 90 Church Street, 6th Floor, New York, NY 10007. Miriam Rodgers (212) 306-4718; miriam.rogers@nycha.nyc.gov

◀ s24

HUMAN RESOURCES ADMINISTRATION

■ INTENT TO AWARD

Goods

SOLE SOURCE PROCUREMENT WITH AXON BWC - Request for Information - PIN#06922Y0071 - Due 10-15-21 at 3:00 P.M.

The Human Resources Administration (HRA) General Support Services, intends into Sole Source negotiation with Axon Enterprise, Inc., for the purchase of Body Worn Cameras (BWC) for HRA Special Officers. Their current contract includes the operation, storage of data and maintenance of equipment, which expires on October 31, 2021. The requested Sole Source solicitation will ensure a continuance of operations by establishing a new contract through October 31, 2026. This Sole Source purchase with Axon Enterprises, Inc., is being requested because they are the only company currently able to address the HRA Office of Police Operations immediate hardware and software needs. Axon Enterprises, Inc., is a responsible company maintaining a high standard of integrity relating to all web based and internet security requirements. Their services which includes a cloud-based storage site would not be functional or accessible should Axon not continue to be the provider. The contract amount is \$567,324.01. The contract term is 11/1/2021 - 10/31/2026. Any firm or organization which believes they can also provide this service is invited to respond to the RFI "06922Y0071 - "Sole Source procurement with Axon BWC for HRA Special Officers" on PASSPort. If you have any questions, please email "frazierjac@dss.nyc.gov", with the subject line "06922Y0071 - "Sole Source procurement with Axon BWC for HRA Special Officers". Please indicate your interest by responding to the RFI EPIN: 06922Y0071 in PASSPort, no later than October 1, 2021, 3:00 P.M.

s23-30

Services (other than human services)

MAINTENANCE AND SUPPORT OF CHANGE MACHINE LICENSE - Request for Information - PIN#06922Y0067 - Due 9-27-21 at 2:00 P.M.

HRA/EIS, intends to enter into 3-year sole source contract with Change Machine, for its continuation to provide the Non-Residential DV Service Providers with access to the Change Machine application. Under this contract, 55 Licenses of Change Machine will be obtained from April 1, 2021 to March 31, 2024. These licenses will be used to arm non-residential domestic violence (DV) Community Based Organizations (CBOs), with extensive financial coaching tools that will enhance and accelerator DV victim's economic outcomes. Change Machine is the sole provider and proprietor of Change Machine licenses and support services. It solely owns the software rights which are not transferable. There is no other vendor with the capability or ability to run Change Machine.

Any firm or organization which believes they can also provide this service is invited to respond to the RFI " 06922Y0067 - Maintenance and Support of Change Machine License" on PASSPort. If you have any questions, please email, "frazierjac@dss.nyc.gov", with the subject line "06922Y0067-Maintenance and Support of Change Machine License". Please indicate your interest by responding to the RFI EPIN: 06922Y0067, in PASSPort, no later than September 27, 2021, 2:00 P.M.

s20-27

INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS

■ AWARD

Services (other than human services)

MOME - FREELANCERS HUB - Negotiated Acquisition - Other - PIN# 85821N0020001 - AMT: \$1,499,200.00 - TO: Freelancers Union Inc., PO Box 26151, Brooklyn, NY 11202.

Freelancers Hub is a dedicated program for New York City freelance workers offering education and other resources. The Freelancers Union is currently a sub-subcontractor under an agreement between MOME and EDC, issued under the City's master contract with EDC for economic development related services. The Freelancers Union operates a co-working space called the "Freelancers Hub" in the Made in NY Center and provides training and counseling to freelancers, many of whom work in the media and entertainment industries. These services are important to support an important sector of the City's economy because one in three workers in New York City have freelanced in the past 12 months, which is over 1.3 million residents. The Department of Information Technology and Telecommunications, acting on behalf of the Mayor's Office of Media and Entertainment, is seeking the use of the Negotiated Acquisition Method to contract with the Freelancers Union, Inc., to operate the Freelancers Hub and provide services relating to freelance workers, pursuant to Section 3-04(b)(2)(i)(C) and Section 3-04(b)(2)(ii) of the Procurement Policy Board (PPB) Rules.

The term of the Freelancers Union's sub-subcontract with IFP ended on June 30, 2020. MOME has a continued need for the services that the Freelancers Union provides because freelance workers, especially those working in media and entertainment, were substantially impacted by the COVID-19 pandemic. Freelancers is an excellent partner and this is MOME's most important contract to help media and entertainment freelancers recover from COVID-19. For now, Freelancers will be providing services to freelancer workers virtually, and when freelance workers are ready to go back to in-person work, they'll establish a new space. Because these services are needed to address the COVID-19 recovery, there is inadequate time to procure through a competitive sealed proposal. Please see the justification memo attached for further details.

◀ s24

NYC HEALTH + HOSPITALS

CONTRACT SERVICES

■ SOLICITATION

Construction Related Services

WOODHULL 5TH FLOOR ROOF REPLACEMENT 3.5M - 4M - Competitive Sealed Bids - PIN# WOODROOF - Due 10-27-21 at 1:30 P.M.

Woodhull Hospital, 5th Floor Roof Replacement, 760 Broadway, Brooklyn, NY. Only Bidders on record and marked paid will be allowed to bid. Bidders who are planning to bid are required to purchase the Bid Forms Section "A" for \$30 Non-Refundable Fee at one of the Mandatory Pre-Bid Meetings with a Company Check or Money Order (Payable to NYCHH). Bidders are encouraged to arrive at least 30 minutes before Mandatory Pre-Bid Meetings start time to make purchases. Social distancing protocols must be observed, and limit your staff to one person at the meetings.

All Bids shall be in accordance with the terms of the NYC Health and Hospitals (HHC) Project Labor Agreement. Technical Questions must be submitted in writing by email, no later than five (5) calendar days after the Mandatory Pre-Bid Meetings, to Clifton.Mclaughlin@nychhc.org and Janet.Olivera@nychhc.org.

Mandatory Meetings/site tours are scheduled for Thursday, October 7, 2021, at 10:30 A.M. and Friday, October 8, 2021, at 10:30 A.M., 1st Floor, EOC Conference Room, 760 Broadway, Brooklyn, NY.

Requires Trade Licenses (Where Applicable). Under Article 15A of The State of New York, the following M/WBE goals apply to this contract, MBE 20 percent and WBE 10 percent. These goals apply to any Bid Submitted of \$100,000 or more. Bidders not complying with these Terms will have their bids declared Non-Responsive.

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.

NYC Health + Hospitals, 55 Water Street, 25th Floor, New York, NY 10041. Clifton Mc Laughlin (212) 442-3658; Clifton.Mclaughlin@nychhc.org

☛ s24

SUPPLY CHAIN SERVICES

■ SOLICITATION

Goods

CONEY ISLAND HOSPITAL: OR IRRIGATOR - Request for Quote - PIN# CIH-CP4-10 - Due 10-15-21 at 3:00 P.M.

Coney Island Hospital, is seeking a comprehensive quotation for: (9) Irrigator, Surgical Based on the specifications outlined in this document, which detail the functional spaces and requirements as developed by NBBJ (Architect) and SM&W (Medical Equipment Planner) and approved by Coney Island Hospital.

The Contractor shall report to NYC Health + Hospitals or the City, on a monthly basis, all information reasonably requested by NYC Health + Hospitals or the City that is necessary for H+H or the City to comply with any reporting requirements imposed by law or rule, including any requirement that the City maintain a publicly accessible database. In addition, the Contractor agrees to comply with all reporting requirements imposed by law or rule, or as otherwise requested by NYC Health + Hospitals or the City.

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

NYC Health + Hospitals, finkens@nychhc.org. Samuel Finken (646) 537-0665; finkens@nychhc.org

☛ s24

CONEY ISLAND HOSPITAL: MICROSCOPE - Request for Quote - PIN# CIH-CP4-21 - Due 10-15-21 at 3:00 P.M.

Coney Island Hospital, is seeking a comprehensive quotation for: (1) Microscope, Binocular, Dual Head Based on the specifications outlined in this document, which detail the functional spaces and requirements as developed by NBBJ (Architect) and SM&W (Medical Equipment Planner) and approved by Coney Island Hospital.

The Contractor shall report to NYC Health + Hospitals or the City, on a monthly basis, all information reasonably requested by NYC Health + Hospitals or the City that is necessary for H+H or the City to comply with any reporting requirements imposed by law or rule, including any requirement that the City maintain a publicly accessible database. In addition, the Contractor agrees to comply with all reporting requirements imposed by law or rule, or as otherwise requested by NYC Health + Hospitals or the City.

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

NYC Health + Hospitals, finkens@nychhc.org. Samuel Finken (646) 537-0665; finkens@nychhc.org

☛ s24

CONEY ISLAND HOSPITAL: SURGICAL DRIVE - Request for Quote - PIN# CIH-CP4-16 - Due 10-15-21 at 3:00 P.M.

Coney Island Hospital, is seeking a comprehensive quotation for: (1) Driver, Surgical Instrument, Console Based on the specifications outlined in this document, which detail the functional spaces and requirements as developed by NBBJ (Architect) and SM&W (Medical Equipment Planner) and approved by Coney Island Hospital.

The Contractor shall report to NYC Health + Hospitals or the City, on a monthly basis, all information reasonably requested by NYC Health + Hospitals or the City that is necessary for H+H or the City to comply with any reporting requirements imposed by law or rule, including any requirement that the City maintain a publicly accessible database. In addition, the Contractor agrees to comply with all reporting requirements imposed by law or rule, or as otherwise requested by NYC Health + Hospitals or the City.

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

NYC Health + Hospitals, finkens@nychhc.org. Samuel Finken (646) 537-0665; finkens@nychhc.org

☛ s24

CONEY ISLAND HOSPITAL: EXAM LIGHT - Request for Quote - PIN# CIH-CP4-12 - Due 10-15-21 at 3:00 P.M.

Coney Island Hospital, is seeking a comprehensive quotation for: (26) Light, Exam/Procedure, Single, Mobile, Gooseneck Arm (8) Light, Exam/Procedure, Single, Table Mount Based on the specifications outlined in this document, which detail the functional spaces and requirements as developed by NBBJ (Architect) and SM&W (Medical Equipment Planner) and approved by Coney Island Hospital.

The Contractor shall report to NYC Health + Hospitals or the City, on a monthly basis, all information reasonably requested by NYC Health + Hospitals or the City that is necessary for H+H or the City to comply with any reporting requirements imposed by law or rule, including any requirement that the City maintain a publicly accessible database. In addition, the Contractor agrees to comply with all reporting requirements imposed by law or rule, or as otherwise requested by NYC Health + Hospitals or the City.

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

NYC Health + Hospitals, finkens@nychhc.org. Samuel Finken (646) 537-0665; finkens@nychhc.org

☛ s24

CONEY ISLAND HOSPITAL: BLOOD WARMER - Request for Quote - PIN# CIH-CP4-18 - Due 10-15-21 at 3:00 P.M.

Coney Island Hospital, is seeking a comprehensive quotation for: (14) Warmer, Fluid/ Blood, Portable Based on the specifications outlined in this document, which detail the functional spaces and requirements as developed by NBBJ (Architect) and SM&W (Medical Equipment Planner) and approved by Coney Island Hospital.

The Contractor shall report to NYC Health + Hospitals or the City, on a monthly basis, all information reasonably requested by NYC Health + Hospitals or the City that is necessary for H+H or the City to comply with any reporting requirements imposed by law or rule, including any requirement that the City maintain a publicly accessible database. In addition, the Contractor agrees to comply with all reporting requirements imposed by law or rule, or as otherwise requested by NYC Health + Hospitals or the City.

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

NYC Health + Hospitals, finkens@nychhc.org. Samuel Finken (646) 537-0665; finkens@nychhc.org

☛ s24

CONEY ISLAND HOSPITAL: MICROWAVE OVEN - Request for Quote - PIN# CIH-CP4-20 - Due 10-15-21 at 3:00 P.M.

Coney Island Hospital, is seeking a comprehensive quotation for: (48) Oven, Domestic, Microwave, Countertop Based on the specifications outlined in this document, which detail the functional spaces and requirements as developed by NBBJ (Architect) and SM&W (Medical Equipment Planner) and approved by Coney Island Hospital.

The Contractor shall report to NYC Health + Hospitals or the City, on a monthly basis, all information reasonably requested by NYC Health + Hospitals or the City that is necessary for H+H or the City to comply with any reporting requirements imposed by law or rule, including any requirement that the City maintain a publicly accessible database. In addition, the Contractor agrees to comply with all reporting requirements imposed by law or rule, or as otherwise requested by NYC Health + Hospitals or the City.

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

NYC Health + Hospitals, finkens@nychhc.org. Samuel Finken (646) 537-0665; finkens@nychhc.org

☛ s24

CONEY ISLAND HOSPITAL: RAPID INFUSION - Request for Quote - PIN# CIH-CP4-17 - Due 10-15-21 at 3:00 P.M.

Coney Island Hospital, is seeking a comprehensive quotation for: (5) Pump, Infusion, Rapid Based on the specifications outlined in this document, which detail the functional spaces and requirements as developed by NBBJ (Architect) and SM&W (Medical Equipment Planner) and approved by Coney Island Hospital.

The Contractor shall report to NYC Health + Hospitals or the City, on a monthly basis, all information reasonably requested by NYC Health + Hospitals or the City that is necessary for H+H or the City to comply with any reporting requirements imposed by law or rule, including any requirement that the City maintain a publicly accessible database. In addition, the Contractor agrees to comply with all reporting requirements imposed by law or rule, or as otherwise requested by NYC Health + Hospitals or the City.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor pre-qualification and other forms; specifications/blueprints; other information; and for opening and reading of bids, at date and time specified above.
 NYC Health + Hospitals, finkens@nychhc.org. Samuel Finken (646) 537-0665; finkens@nychhc.org

◀ s24

Services (other than human services)

PAYROLL AND NURSE SCHEDULING RFP - Request for Proposals - PIN# 2569 - Due 10-22-21 at 5:00 P.M.

NYC Health + Hospitals, is seeking a one or two vendor managed services and technology solution for its human capital management solution (HCM), workforce management (WFM) solution and advanced nurse scheduling solution. This includes time collection, time and attendance, managed payroll processing, managed garnishment processing, manages employment tax compliance, absence management, reporting and analytics, employee contact center, scheduling and workload/patient assignment. NYC Health + Hospital will continue to maintain the following functions in PeopleSoft: Human Resources, Employee benefits management and extended leaves requests and approvals (ex. FMLA, paid family leave) Advanced nurse scheduling solution that includes workload and patient assignments can be contracted separately or as a fully integrated solution from a single vendor.

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.
 NYC Health + Hospitals, 50 Water Street, 5th Floor, New York, NY 10038. Nishant Kondamudi (332) 215-1558; kondamun@nychhc.org

◀ s24

PARKS AND RECREATION

REVENUE AND CONCESSIONS

■ SOLICITATION

Services (other than human services)

FOR THE DEVELOPMENT, OPERATION AND MAINTENANCE OF BICYCLE RENTALS AND OTHER RECREATIONAL EQUIPMENT RENTALS ON STATEN ISLAND - Competitive Sealed Proposals - Judgment required in evaluating proposals - PIN# R46-BR-2021 - Due 10-21-21 at 3:00 P.M.

In accordance with Section 1-13 of the Concession Rules of the City of New York, the New York City Department of Parks and Recreation ("Parks"), is issuing, as of the date of this notice, a non-significant Request for Proposals ("RFP") proposals, for the development, operation and maintenance of bicycle rentals and other recreational equipment rentals, at various locations, on Staten Island, with the option for future Staten Island locations.

There will be a recommended remote proposer meeting, on Friday, October 1, 2021, at 1:00 P.M. If you are considering responding to this RFP, please make every effort to attend this recommended remote proposer meeting.

The Microsoft Teams link for the remote proposer meeting is as follows:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2ZhMjFhYTMtMGE4Zi00ODY0LTg4ZWYtZTBIN2ExMDkzZDk3%40thread.v2/0?content=%7b%22Tid%22%3a%2232f56fc7-5f81-4e22-a95b-15da66513bef%22%2c%22Oid%22%3a%22d47d17ec-c51f-4e53-ad23-fce00dfe3654%22%7d

You may also join the remote proposer meeting by phone using the following information:

Dial: +1 646-893-7101 Phone Conference ID: 579 956 151#

Subject to availability and by appointment only, we may set up a meeting at the proposed pre-approved concession site, at the FDR Boardwalk and Sand Lane.

All proposals submitted in response to this RFP, must be submitted no later than Thursday, October 21, 2021, at 3:00 P.M. Hard copies of the RFP can be obtained at no cost, commencing Monday, September 20, 2021 through Thursday, October 21, 2021, by contacting Eric Weiss, Senior Project Manager, at (212) 360-3483, or at, Eric.Weiss@parks.nyc.gov.

The RFP is also available for download, on Monday, September 20, 2021 through Thursday, October 21, 2021, on Parks' website. To download the RFP, visit <http://www.nyc.gov/parks/businessopportunities>, and click on the "Concessions Opportunities at Parks" link. Once you have logged in, click on the "download" link that appears adjacent to the RFP's description.

For more information, or if you cannot attend the remote proposer meeting, prospective proposers may contact Eric Weiss, Senior Project Manager, at (212) 360-3483, or at, Eric.Weiss@parks.nyc.gov.

TELECOMMUNICATION DEVICE FOR THE DEAF (TDD) (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 10065. Eric Weiss (212) 360-3483; eric.weiss@parks.nyc.gov

s20-o1

TRANSPORTATION

FERRY

■ SOLICITATION

Construction Related Services

84121B0052-84121MBSI461 - MAINTENANCE SERVICE & REPAIRS OF TERMINAL DOORS AT ST. GEORGE & WHITEHALL - Competitive Sealed Bids - PIN# 84121B0052 - Due 11-16-21 at 11:00 A.M.

The New York City Department of Department of Transportation (NYC DOT), is issuing a solicitation to obtain bids for Maintenance Service and Repairs of Terminal Doors, at St. George & Whitehall. Please see the solicitation documents for additional details. Please submit your proposals by both acknowledging the receipt of the RFx in the Acknowledgement tab and completing your response in the Manage Responses tab. Vendor resources and materials can be found at the link below under the Finding and Responding to RFx heading. If you need additional assistance with PASSPort, please contact the MOCS Service Desk, at Help@mocs.nyc.gov. Link: <https://www1.nyc.gov/site/mocs/systems/passport-user-materials.page>

Pre bid conference location -<https://zoom.us/j/96288763123?pwd=OFFuTW1mNUZ6cTlMaHZSbEFQSTNaUT09>. ID: 962 8876 3123

Passcode: 610155

One tap mobile, +19292056099, 96288763123# US (New York). Please confirm prebid meeting attendance by email to, jdestra-louis@dot.nyc.gov, at least 2 days before meeting NY 10041. Mandatory: no Date/Time - 2021-10-08 10:00:00

◀ s24

84121B0051-84121MBSI462 - HVAC MAINTENANCE & REPAIRS AT STATEN ISLAND FERRY FACILITIES - Competitive Sealed Bids - PIN# 84121B0051 - Due 11-16-21 at 11:00 A.M.

The New York City Department of Department of Transportation (NYC DOT), is issuing a solicitation to obtain bids for HVAC Maintenance and Repairs at Staten Island Ferry Facilities. Please see the solicitation documents for additional details. Please submit your proposals by both acknowledging the receipt of the RFx in the Acknowledgement tab and completing your response in the Manage Responses tab. Vendor resources and materials can be found at the link below under the Finding and Responding to RFx heading. If you need additional assistance with PASSPort, please contact the MOCS Service Desk at Help@mocs.nyc.gov. Link: <https://www1.nyc.gov/site/mocs/systems/passport-user-materials.page>.

Bid opening Location - Submit your proposals in PASSPort by both acknowledging the receipt of the RFx in the Acknowledgement tab and completing your response in the Manage Responses tab New York, NY 10041.

Pre-Bid Conference location -<https://zoom.us/j/96288763123?pwd=OFFuTW1mNUZ6cTlMaHZSbEFQSTNaUT09>

Meeting ID: 962 8876 3123

Passcode: 610155

One tap mobile, +19292056099, 96288763123# US (New York) Please confirm attendance by email to, jdestra-louis@dot.nyc.gov, at least 2 days before meeting NY 10041. Mandatory: no Date/Time - 2021-10-08 10:00:00

◀ s24

Services (other than human services)

84121B0050-84121MBSI465 - BUILDING MAINTENANCE SERVICE AT WHITEHALL & ST GEORGE FERRY TERMINALS - Competitive Sealed Bids - PIN# 84121B0050 - Due 11-16-21 at 11:00 A.M.

The New York City Department of Transportation (NYC DOT), is issuing a solicitation to obtain bids for Building Maintenance Service at Whitehall & St George Ferry Terminals. Please see the solicitation documents for additional details. Please submit your proposals by both acknowledging the receipt of the RFx in the Acknowledgement tab and completing your response in the Manage Responses tab. Vendor resources and materials can be found at the link below under the Finding and Responding to RFx heading. If you need additional assistance with PASSPort, please contact the MOCS Service Desk, at Help@mocs.nyc.gov. Link: <https://www1.nyc.gov/site/mocs/systems/passport-user-materials.page>.

Pre-Bid Conference location -<https://zoom.us/j/96288763123?pwd=OFFuTW1mNUZ6cTlMaHZSbEFQSTNaUT09>

Meeting ID: 962 8876 3123

Passcode: 610155

One tap mobile +19292056099, 96288763123# US (New York) Contact jdestra-louis@dot.nyc.gov, at least 3 days prior to the scheduled pre-bid meeting. NY 10041. Mandatory: no Date/Time - 2021-10-08 11:00:00

◀ s24

CONTRACT AWARD HEARINGS

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

HEARING, SHOULD CONTACT MOCS, AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE HEARING, TO ENSURE AVAILABILITY.



YOUTH AND COMMUNITY DEVELOPMENT

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that a Contract Public Hearing will be held, on Friday October 8, 2021 via MS TEAMS Conference call (Dial In: +1 646-893-7101/Phone Conference ID: 503 274 270#) commencing, at 10:00 A.M on the following:

IN THE MATTER OF (1) one proposed contract between the Department of Youth and Community Development and the Contractor listed below is, to provide Adolescent Literacy services. The term of this contract shall be from September 1, 2021 to June 30, 2023 with no option to renew.

Contract Number: 26022N0378001
 Contractor Name: Sunnyside Community Services
 Contract Amount: \$200,000.00
 Contractor Address: 43-31 39th Street; Long Island City, NY 11104

The proposed contractor was selected by means of negotiated acquisition, pursuant to Section 3-04(b)(2)(i) and 3-04 (b)(2)(ii) of the Procurement Policy Board (PPB) Rules.

In order to access the Public Hearing or to testify, please join the public hearing via MS TEAMS Conference call (Dial In: +1 646-893-7101 / Phone Conference ID: 503 274 270#) no later than 9:50 am on the date of the hearing. If you require further accommodations, please contact Renise Ferguson via email, referguson@dycd.nyc.gov no later than three business days before the hearing date.

◀ s24

SPECIAL MATERIALS

CITYWIDE ADMINISTRATIVE SERVICES

■ NOTICE

**OFFICIAL FUEL PRICE (\$) SCHEDULE NO. 8828
 FUEL OIL AND KEROSENE**

CONTR. NO.	ITEM NO.	FUEL/OIL TYPE		DELIVERY	VENDOR	CHANGE (\$)	PRICE (\$) EFF. 9/20/2021
4087216	1.3	#2DULS		CITYWIDE BY TW	SPRAGUE	.0534 GAL.	2.3974 GAL.
4087216	2.3	#2DULS		PICK-UP	SPRAGUE	.0534 GAL.	2.2927 GAL.
4087216	3.3	#2DULS	WINTERIZED	CITYWIDE BY TW	SPRAGUE	.0534 GAL.	2.5957 GAL.
4087216	4.3	#2DULS	WINTERIZED	PICK-UP	SPRAGUE	.0534 GAL.	2.4909 GAL.
4087216	5.3	#1DULS		CITYWIDE BY TW	SPRAGUE	.0536 GAL.	2.7118 GAL.
4087216	6.3	#1DULS		PICK-UP	SPRAGUE	.0536 GAL.	2.6070 GAL.
4087216	7.3	#2DULS	>=80%	CITYWIDE BY TW	SPRAGUE	.0534 GAL.	2.4252 GAL.
4087216	8.3	#2DULS	WINTERIZED	CITYWIDE BY TW	SPRAGUE	.0534 GAL.	2.7162 GAL.
4087216	9.3	B100	B100<=20%	CITYWIDE BY TW	SPRAGUE	.0046 GAL.	4.1259 GAL.
4087216	10.3	#2DULS	>=80%	PICK-UP	SPRAGUE	.0534 GAL.	2.3204 GAL.

4087216	11.3	#2DULS	WINTERIZED	PICK-UP	SPRAGUE	.0534 GAL.	2.6114 GAL.
4087216	12.3	B100	B100 <=20%	PICK-UP	SPRAGUE	.0046 GAL.	4.0211 GAL.
4087216	13.3	#1DULS	>=80%	CITYWIDE BY TW	SPRAGUE	.0536 GAL.	2.7214 GAL.
4087216	14.3	B100	B100 <=20%	CITYWIDE BY TW	SPRAGUE	.0046 GAL.	4.1348 GAL.
4087216	15.3	#1DULS	>=80%	PICK-UP	SPRAGUE	.0536 GAL.	2.6166 GAL.
4087216	16.3	B100	B100 <=20%	PICK-UP	SPRAGUE	.0046 GAL.	4.0300 GAL.
4087216	17.3	#2DULS		BARGE MTF III & ST. WI	SPRAGUE	.0534 GAL.	2.3580 GAL.
20225400107	3.0	#2DULSB50		STATEN ISLAND	SPRAGUE	.0290 GAL.	3.0039 GAL.
3687192	1.0	JET		FLOYD BENNETT	SPRAGUE	.0696 GAL.	2.8875 GAL.
3587289	2.0	#4B5		MANHATTAN	UNITED METRO	.0627 GAL.	2.5003 GAL.
3587289	5.0	#4B5		BRONX	UNITED METRO	.0627 GAL.	2.4991 GAL.
3587289	8.0	#4B5		BROOKLYN	UNITED METRO	.0627 GAL.	2.4933 GAL.
3587289	11.0	#4B5		QUEENS	UNITED METRO	.0627 GAL.	2.4986 GAL.
3587289	14.0	#4B5		RICHMOND	UNITED METRO	.0627 GAL.	2.5840 GAL.
4187014	1.0	#2B5		MANHATTAN	SPRAGUE	.0510 GAL.	2.5455 GAL.
4187014	3.0	#2B5		BRONX	SPRAGUE	.0510 GAL.	2.4975 GAL.
4187014	5.0	#2B5		BROOKLYN	SPRAGUE	.0510 GAL.	2.5105 GAL.
4187014	7.0	#2B5		QUEENS	SPRAGUE	.0510 GAL.	2.5185 GAL.
4187014	9.0	#2B5		STATEN ISLAND	SPRAGUE	.0510 GAL.	2.5975 GAL.
4187014	11.0	#2B10		CITYWIDE BY TW	SPRAGUE	.0485 GAL.	2.6015 GAL.
4187014	12.0	#2B20		CITYWIDE BY TW	SPRAGUE	.0436 GAL.	2.7678 GAL.
4187015	2.0(H)	#2B5		MANHATTAN, (RACK PICK-UP)	APPROVED OIL COMPANY	.0510 GAL.	2.3108 GAL.
4187015	4.0(I)	#2B5		BRONX, (RACK PICK-UP)	APPROVED OIL COMPANY	.0510 GAL.	2.3108 GAL.
4187015	6.0(L)	#2B5		BROOKLYN, (RACK PICK-UP)	APPROVED OIL COMPANY	.0510 GAL.	2.3108 GAL.
4187015	8.0(M)	#2B5		QUEENS, (RACK PICK-UP)	APPROVED OIL COMPANY	.0510 GAL.	2.3108 GAL.
4187015	10.0(N)	#2B5		STATEN ISLAND, (RACK PICK-UP)	APPROVED OIL COMPANY	.0510 GAL.	2.3108 GAL.
4087216		#2DULSB5	95% ITEM 7.3 & 5% ITEM 9.3	CITYWIDE BY TW	SPRAGUE	.0510 GAL.	2.5102 GAL.(A)
4087216		#2DULSB10	90% ITEM 7.3 & 10% ITEM 9.3	CITYWIDE BY TW	SPRAGUE	.0485 GAL.	2.5953 GAL.(B)
4087216		#2DULSB20	80% ITEM 7.3 & 20% ITEM 9.3	CITYWIDE BY TW	SPRAGUE	.0436 GAL.	2.7653 GAL.(C)
4087216		#2DULSB5	95% ITEM 10.3 & 5% ITEM 12.3	PICK-UP	SPRAGUE	.0510 GAL.	2.4054 GAL.(D)
4087216		#2DULSB10	90% ITEM 10.3 & 10% ITEM 12.3	PICK-UP	SPRAGUE	.0485 GAL.	2.4905 GAL.(E)
4087216		#2DULSB20	80% ITEM 10.3 & 20% ITEM 12.3	PICK-UP	SPRAGUE	.0436 GAL.	2.6605 GAL.(F)
4087216		#1DULSB20	80% ITEM 13.3 & 20% ITEM 14.3	CITYWIDE BY TW	SPRAGUE	.0438 GAL.	3.0041 GAL.
4087216		#1DULSB20	80% ITEM 15.3 & 20% ITEM 16.3	PICK-UP	SPRAGUE	.0438 GAL.	2.8993 GAL.

**OFFICIAL FUEL PRICE (\$) SCHEDULE NO. 8829
FUEL OIL, PRIME AND START**

CONTR. NO.	ITEM NO.	FUEL/OIL TYPE	DELIVERY	VENDOR	CHANGE (\$)	PRICE (\$) EFF. 9/20/2021
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**OFFICIAL FUEL PRICE (\$) SCHEDULE NO. 8830
FUEL OIL AND REPAIRS**

CONTR. NO.	ITEM NO.	FUEL/OIL TYPE	DELIVERY	VENDOR	CHANGE (\$)	PRICE (\$) EFF. 9/20/2021
20211200451		#2B5	All Boroughs (Pickup Under Delivery)	APPROVED OIL	.0510 GAL	2.7249 GAL.(J)
20211200451		#4B5	All Boroughs (Pickup Under Delivery)	APPROVED OIL	.0627 GAL	2.6336 GAL.(K)

**OFFICIAL FUEL PRICE (\$) SCHEDULE NO. 8831
GASOLINE**

CONTR. NO.	ITEM NO.	FUEL/OIL TYPE	DELIVERY	VENDOR	CHANGE (\$)	PRICE (\$) EFF. 9/20/2021
3787120	1.0	REG UL	CITYWIDE BY TW	GLOBAL MONTELLO	.0202 GAL	2.4400 GAL.
3787120	2.0	PREM UL	CITYWIDE BY TW	GLOBAL MONTELLO	.0445 GAL	2.6465 GAL.
3787120	3.0	REG UL	PICK-UP	GLOBAL MONTELLO	.0201 GAL	2.3750 GAL.
3787120	4.0	PREM UL	PICK-UP	GLOBAL MONTELLO	.0445 GAL	2.5815 GAL.
3787121	5.0	E85 (SUMMER)	CITYWIDE BY DELIVERY	UNITED METRO	.0528 GAL	2.9905 GAL.(G)

NOTE:

- (A), (B) and (C) Contract 4087216, item 7.3 replaced item 8.3 (Winter Version) effective April 1, 2021**
- As of February 9, 2018, the Bio-Diesel Blender Tax Credit was retroactively reinstated for calendar year 2017. Should the tax credit be further extended, contractors will resume deducting the tax credit as a separate line item on invoices.
- Federal excise taxes are imposed on taxable fuels, (i.e., gasoline, kerosene, and diesel), when removed from a taxable fuel terminal. This fuel excise tax does not include Leaking Underground Storage Tank (LUST) tax. LUST tax applies to motor fuels for both diesel and gasoline invoices. Going forward, LUST Tax will appear as an additional fee at the rate of \$0.001 per gallon and will be shown as a separate line item on your invoice.
- The National Oil Heat Research Alliance (NORA) has been extended until February 6, 2029. A related assessment of \$.002 per gallon has been added to the posted weekly fuel prices and will appear as a separate line item on invoices. This fee applies to heating oil only and since 2015 has included #4 heating oil. All other terms and conditions remain unchanged.
- Contract #4087216, effective June 1, 2020, replaces former items (1.2-17.2) on Contract #3987206
- Due to RIN price adjustments Biomass-based Diesel (2020) is replaced by Biomass-based Diesel (2021) commencing 01/01/2021.
- Metro Environmental Services, LLC Requirement Contract #: 20201201516/4087084 for Fuel Site Maintenance Services, Citywide has been registered and Contract is available on DCAS / OCP's "Requirements Contract" website for citywide use as of January 27, 2020. Link to Fuel Site Maintenance Services, Citywide contract via OCP website: <https://mspwww-dcsocp.dcas.nycnet/nycprocurement/dmss/asp/RCDetails.asp?vContract=20201201516>
- (D), (E) and (F) Contract 4087216, item 10.3 replaced item 11.3 (Winter Version) effective April 1, 2021**
- (G) Contract 3787121, item 5.0 replaced item 6.0 (Winter Blend) effective April 1, 2021**
- NYC Agencies are reminded to fill their fuel tanks as the end of the fiscal year approaches (June 30th).
- (J) and (K) Effective October 1, 2020 contract #20211200451 PICKUP (ALL BOROUGHES) under DELIVERY by Approved Oil.**
- (H), (I), (L), (M) and (N) Items 2.0(Manhattan), 4.0(Bronx), 6.0(Brooklyn), 8.0(Queens) and 10.0(Staten Island) are for RACK PICKUP ONLY.**
- NYC Agencies are reminded to begin preparing Purchase Orders for the New Fiscal Year (FY'22) as the end of the current fiscal year approaches (June 30th) where need and encouraged to continue utilizing Direct Order system for your fuel ordering, where it's in place.**

REMINDER FOR ALL AGENCIES:

All entities utilizing DCAS fuel contracts are reminded to pay their invoices **on time** to avoid interruption of service. Please send inspection copy of receiving report for all gasoline (E70, UL & PREM) delivered by tank wagon to OCP/Bureau of Quality Assurance (BQA), 1 Centre Street, 18th Floor, New York, NY 10007.

COMPTROLLER

■ NOTICE

NOTICE OF ADVANCE PAYMENT OF AWARDS PURSUANT TO THE STATUTES IN SUCH cases made and provided, notice is hereby given that the Comptroller of the City of New York, will be ready to pay, at 1 Centre Street, Room 629, New York, NY 10007, on 10/5/2021, to the person or persons legally entitled an amount as certified, to the Comptroller by the Corporation Counsel on damage parcels, as follows:

Damage Parcel No.	Block	Lot
1	1790	44
3	1790	28
4	1790	46

Acquired in the proceeding entitled: FIFTEENTH AMENDED HARLEM-EAST HARLEM URBAN RENEWAL PLAN (EAST 125TH STREET), STAGES 1 AND 2 subject to any liens and encumbrances of record on such property. The amount advanced shall cease to bear interest on the specified date above.

Scott M. Stringer
Comptroller
s21-o4

OFFICE OF LABOR RELATIONS

■ NOTICE

**Detective Investigators
2010-2019 Agreement**

AGREEMENT entered into this 6th day of July, 2021 by and between the **City of New York** and related public employers, pursuant

to and limited, to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations, to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and the Detective Investigator Association of the District, attorneys' Offices, City of New York Inc. (hereinafter referred to as the "Union"), for the period of January 16, 2010 through June 18, 2019.

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):

- 30825 County Detective 1
30826 Detective Investigator
30830 Rackets Investigator
06201 Rackets Investigator (SNC)*
30827 Senior Detective Investigator
30831, 05322 Senior Rackets Investigator
06583 Senior Rackets Investigator (Special Narcotics Court)*
30832, 06007, Supervising Rackets Investigator
05323

*For present incumbents only

*Rackets Investigator (SNC) (06201) and Senior Rackets Investigator (SNC) (06583) were officially deactivated from the DCAS Plan of Titles on February 17, 2019.

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 Mayors Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."
b. Any employee may consent in writing, to the authorization of the deduction of dues from the employee's wages and, to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable, to the City, which bears the signature of the employee.

Section 2.

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

ARTICLE III - SALARIES

Section 1.

- a. This Article III is subject, to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject, to the limitations of applicable provisions of law.
b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 40 hours. An employee who works on a part-time per annum basis and who is eligible for any salary adjustments provided in this Agreement shall be the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each

week by such employee and the number of hours in the said normal work week unless otherwise specified.

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

Per diem rate - 1/261 of the appropriate minimum basic salary.

Hourly Rate - 40-hour week basis - 1/2088 of the appropriate minimum basic salary.

- 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):

Table with columns: TITLE, Hired on or after, MIN, MAX, MIN, MAX. Rows include County Detective, Detective Investigator, Rackets Investigator, Rackets Investigator (SNC), Senior Detective Investigator, Senior Rackets Investigator, Senior Rackets Investigator (SNC), Supervising Rackets Investigator.

Senior Rackets Investigator	\$54,047	\$57,920	\$77,256
Senior Rackets Investigator (SNC)	\$54,047	\$57,920	\$77,256
Supervising Rackets Investigator	\$56,894	\$60,968	\$79,681

	Hired on or after		
	7/16/16**	7/16/16	7/16/16
<u>TITLE</u>	<u>MIN</u>	<u>MIN</u>	<u>MAX</u>

County Detective *	\$38,889	\$41,671	\$58,952
Detective Investigator	\$49,144	\$52,664	\$71,770
Rackets Investigator	See below	\$52,664	\$71,770
Rackets Investigator (SNC)	See below	\$52,664	\$71,770
Senior Detective Investigator	\$55,933	\$59,942	\$79,953
Senior Rackets Investigator	\$55,933	\$59,942	\$79,953
Senior Rackets Investigator (SNC)	\$55,933	\$59,942	\$79,953
Supervising Rackets Investigator	\$58,880	\$63,096	\$82,462

	Hired on or after		
	7/16/16***		
<u>TITLE</u>	1st 6 months	\$45,538	

Rackets Investigator	after 6 months	\$47,360	
Rackets Investigator (SNC)	2nd year	\$48,271	
	3rd year	\$49,181	
	4th year	\$50,092	
	5th year	\$51,003	
	6th year	\$52,664	

	Hired on or after		
	7/16/17**	7/16/17	7/16/17
<u>TITLE</u>	<u>MIN</u>	<u>MIN</u>	<u>MAX</u>

County Detective *	\$40,658	\$43,567	\$61,634
Detective Investigator	\$51,380	\$55,060	\$75,036
Rackets Investigator	See below	\$55,060	\$75,036
Rackets Investigator (SNC)	See below	\$55,060	\$75,036
Senior Detective Investigator	\$58,478	\$62,669	\$83,591
Senior Rackets Investigator	\$58,478	\$62,669	\$83,591
Senior Rackets Investigator (SNC)	\$58,478	\$62,669	\$83,591
Supervising Rackets Investigator	\$61,559	\$65,967	\$86,214

	Hired on or after		
	7/16/18**	7/16/18	7/16/18
<u>TITLE</u>	<u>MIN</u>	<u>MIN</u>	<u>MAX</u>

County Detective *	\$42,699	\$45,754	\$64,728
Detective Investigator	\$53,959	\$57,824	\$78,802
Rackets Investigator	See below	\$57,824	\$78,802
Rackets Investigator (SNC)	See below	\$57,824	\$78,802
Senior Detective Investigator	\$61,413	\$65,815	\$87,787

Senior Rackets Investigator	\$61,413	\$65,815	\$87,787
Senior Rackets Investigator (SNC)	\$61,413	\$65,815	\$87,787
Supervising Rackets Investigator	\$64,649	\$69,278	\$90,541

	Hired on or after		Hired on or after	
	7/16/17***		7/16/18***	
<u>TITLE</u>	1st 6 months	\$47,610	1st 6 months	\$50,000

Rackets Investigator	after 6 months	\$49,515	after 6 months	\$52,000
Rackets Investigator (SNC)	2nd year	\$50,467	2nd year	\$53,000
	3rd year	\$51,419	3rd year	\$54,000
	4th year	\$52,371	4th year	\$55,000
	5th year	\$53,324	5th year	\$56,000
	6th year	\$55,060	6th year	\$57,824

NOTE:

* For present incumbents only

** Employees hired on or after 7/16/13, 7/16/14, 7/16/15, 2/16/16, 7/16/16, 7/16/17 and 7/16/18 shall be paid the hiring rate effective 7/16/13, 7/16/14, 7/16/15, 2/16/16, 7/16/16, 7/16/17 and 7/16/18. Upon completion of one (1) year of active or qualified inactive service, such employee shall be paid the indicated "minimum" for the applicable title that is in effect on the one-year anniversary of their original appointment as set forth in the applicable Successor Separate Unit Agreement. In no case shall an employee receive less than the stated hiring rate.

*** Effective 7/16/16, 7/16/17 and 7/16/18 the salaries for Rackets Investigator & Rackets Investigator (SNC) hired on or after 7/16/16, 7/16/17 and 7/16/18 shall be governed by the salary schedule set forth above.

Section 3. General Wage increases

a. 2008-2010 Round

- (i) Effective July 16, 2015, employees shall receive a rate increase of 2.00 percent compounded.
- (ii) Effective July 16, 2016, employees shall receive a rate increase of 1.961 percent compounded.
- (iii) Effective July 16, 2017, employees shall receive a rate increase of 2.00 percent compounded.
- (iv) Effective July 16, 2018, employees shall receive a rate increase of 1.9605 percent compounded.

b. 2010-2017 Round

- (i) Effective July 16, 2013, employees shall receive a rate increase of 1.00 percent.
- (ii) Effective July 16, 2014, employees shall receive a rate increase of 1.00 percent compounded.
- (iii) Effective July 16, 2015, employees shall receive a rate increase of 1.00 percent compounded.
- (iv) Effective February 16, 2016, employees shall receive a rate increase of 1.00 percent compounded.
- (v) Effective July 16, 2016, employees shall receive a rate increase of 1.50 percent compounded.
- (vi) Effective July 16, 2017, employees shall receive a rate increase of 2.50 percent compounded.
- (vii) Effective July 16, 2018, employees shall receive a rate increase of 3.00 percent compounded.

c. The increases provided for in this Section 3 shall be calculated as follows:

- (i) The increase in Section 3a(i) shall be based upon the base rates (which shall include salary or incremental schedules) of applicable titles in effect on July 15, 2015; and,
- (ii) The increase in Section 3a(ii) shall be based upon the base rates (which shall include salary or incremental

schedules) of the applicable titles in effect on July 15, 2016; and,

- (iii) The increase in Section 3a(iii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on July 15, 2017; and,
- (iv) The increase in Section 3a(iv) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on July 15, 2018; and,
- (v) The increase in Section 3b(i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on July 15, 2013; and,
- (vi) The increase in Section 3b(ii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on July 15, 2014; and,
- (vii) The increase in Section 3b(iii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on July 15, 2015; and,
- (viii) The increase in Section 3b(iv) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on February 15, 2016; and,
- (ix) The increase in Section 3b(v) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on July 15, 2016; and,
- (x) The increase in Section 3b(vi) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on July 15, 2017; and,
- (xi) The increase in Section 3b(vii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on July 15, 2018.
- (xii) Notwithstanding the provisions set forth in subsections 3a(i),(ii), (iii), (iv) and subsections 3b(i),(ii), (iii), (iv), (v), (vi), and (vii), the appointment rate for any employee newly hired on or after April 1, 1995 shall be the applicable minimum "hiring rate" set forth in subsection 2 of this Article III. Upon completion of one year of service, such employee shall be paid the indicated minimum "incumbent rate" for the applicable title that is in effect on the one-year anniversary of the employee's original date of appointment as set forth in subsection 2 of this Article III.

d. The general increase provided for in this Section 3 shall be applied, to the base rates, incremental salary levels and the minimum and maximum rates (including levels), if any, fixed for the applicable titles.

e. Lump Sum Cash Payment Stemming from 2008-2010 Round

- i Those continuously employed and active on the date of payment shall receive a portion of the lump sum cash payment stemming from the 2008-2010 round according to the following schedule:
 - 12/16/15 ----- 12.50% (1/8 of the balance as of this date)
 - 12/16/17 ----- 12.50% (1/7 of the balance as of this date)
 - 12/16/18 ----- 25.00% (1/3 of the balance as of this date)
 - 12/16/19 ----- 25.00% (1/3 of the balance as of this date)
 - 12/16/20 ----- 25.00% (representing the remainder of the balance)
- ii. Upon ratification of the 2010-2019 Detective Investigator Association Memorandum of Agreement, a Structured Retiree Claims Settlement Fund shall be established in the total amount of \$420,985 to settle all claims by retirees who have retired as Detective Investigator Association members between January 16, 2010 and June 30, 2014 concerning the wage increases arising out of the 2008-2010 round of bargaining. The fund will be distributed based upon an agreed upon formula.

- iii. Retirements on or after July 1, 2014 shall receive lump sum payments based on the same schedule as actives as set forth above in Article III, Section 3(e)(i).
- iv. Individuals who separate from service with twenty (20) or more years of service in a title covered by this agreement, who have received waivers under Section 211 of the New York State Retirement and Social Security Law, shall receive lump sum payments as set forth above in Article III, Section 3(e)(i).

Section 4.

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

Section 5.

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 6.

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

ADVANCEMENT INCREASES

Effective 1/16/2010

<u>TITLE:</u>	<u>Advancement Increase</u>
Senior Detective Investigator	\$671
Senior Rackets Investigator	\$671
Supervising Rackets Investigator	\$804

Section 7. Longevity Increments

- a. Effective January 16, 2010, the ten (10) year longevity increment shall be:

<u>TITLE</u>	<u>AMOUNT</u>
County Detective	\$1,500
Detective Investigator	\$1,500
Rackets Investigator	\$1,500
Rackets Investigator (SNC)	\$1,500
Senior Detective Investigator	\$1,500
Senior Rackets Investigator (SNC)	\$1,500
Senior Rackets Investigator	\$1,500
Supervising Rackets Investigator	\$1,500

- b. Effective February 16, 2016, the following longevity increments shall be, for all titles covered by this Agreement:

- i. 10-year longevity increment: \$1,500
- ii. 15-year longevity increment: \$2,500 (an additional \$1,000)
- iii. 20-year longevity increment: \$3,500 (an additional \$1,000)

- c. The rules for eligibility and pensionability of the longevity increment described in this subsection are set forth in Appendix A of this Agreement.

Section 8. Ratification Bonus

A lump sum cash payment of \$4,000, pro-rated for other than full-time employees, shall be payable as a soon as practicable upon ratification of the 2010-2019 Detective Investigators Association Memorandum of Agreement to those employees who are on payroll as of the date of ratification. The lump sum cash payment shall be pensionable, consistent with applicable law.

- a. The lump sum cash payments shall not become part of the employee's basic salary rate nor be added, to the employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.
- b. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on case-by-case basis, interpretations concerning the application of this Section. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.

ARTICLE IV - WORK WEEK

Section 1.

The normal workweek for employees in each of the titles hereunder shall be 40 hours.

Section 2.

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

ARTICLE V - SHIFT DIFFERENTIAL AND HOLIDAY PREMIUM

Section 1.

- a. There shall be a shift differential of ten percent (10 %) for all employees covered by this Agreement for all scheduled hours worked between 6 P.M. and 8 A.M. with more than one hour of work between 6 P.M. and 8 A.M.
- b. An employee working overtime shall only receive a shift differential if the employee is receiving straight time cash compensation. In such cases the shift differential shall be calculated separately from the overtime compensation. In all other cases, the employee shall receive only the compensatory time or premium overtime pay provided for in Article IX.
- c. Effective February 16, 2016, the night shift differential identified in this Article V, Section 1 shall be eliminated.

Section 2.

- a. If an employee is required to work on any of the holidays listed in Section 9 of Article X, the employee shall receive a fifty percent (50 %) cash premium for all hours worked on the holiday and shall, in addition, receive compensatory time off, at the employee's regular rate of pay. Compensatory time off earned, pursuant to this Section may be scheduled by the agency either prior to or after the day on which the holiday falls.
- b. If the holiday designated, pursuant to this Agreement falls on a Saturday or a Sunday the following provisions shall apply:
 - i. The fifty percent (50%) cash premium and compensatory time off, at the employee's regular rate of pay shall be paid to all employees who work on the actual holiday only.
 - ii. Employees required to work on the Friday or Monday day of observance designated, pursuant to Article X, Section 9 shall receive compensatory time only.
 - iii. For an employee scheduled to work on both the Saturday or Sunday holiday and the day designated for observance the following shall apply:
 - (1) If the employee is required to work on only one of such days, the employee shall be deemed to have received compensatory time off and shall receive the fifty percent (50 %) cash premium only when required to work on the actual holiday.
 - (2) If the employee is required to work on both such days, the employee shall receive the fifty percent (50%) cash premium and compensatory time off, at the employee's regular rate of pay only for all hours worked on the actual holiday.
- c.
 - i. If an employee is required to work on a holiday which falls on the employee's scheduled day off, the employee may choose whether such holiday work is to be compensated by the fifty percent (50%) cash premium and compensatory time off provided for above, or if the employee is otherwise eligible, by the overtime provisions of Article IX.
 - ii. An employee shall not receive for the same hours of work both (1) overtime pay and (2) the fifty percent (50%) cash premium and compensatory time off.
 - iii. Regardless of whether the holiday falls on a regular working day or on a scheduled day off, if the number of

hours worked on such holiday exceeds the employee's normal daily tour of duty, all hours of work in excess of such normal daily tour of duty shall be covered by the provisions of Article IX.

- d. Shifts which begin, at 11 P.M. or later on the day before the holiday shall be deemed to have been worked entirely on the holiday, and shifts which begin, at 11 P.M. or later on the holiday shall be deemed not to have been worked on the holiday.
- e. As an alternative, to the methods of compensation provided in subsections 2(a), 2(b), and 2(c), an employee may elect in writing to receive compensation either entirely in cash or entirely in compensatory time for any such holiday worked. Such election shall be subject, to the approval of the agency head or their designee and the decision shall be final. In no case shall the compensation under this provision exceed or be less than the value of the compensation provided under subsections 2(a), 2(b), or 2(c).

Section 3.

- a. An employee may receive both a shift differential and holiday premium pay for the same hours of work, but in such cases, each shall be computed separately according to subsection 3(b), below.
- b. Shift differentials and holiday premium pay shall in all cases be computed on the individual employee's hourly rate of pay as determined in Section 6 of Article IX.

ARTICLE VI - OCCUPATIONAL SAFETY AND HEALTH

Section 1.

- a. Adequate, clean, structurally safe and sanitary working facilities shall be provided for all employees.
- b. Motor vehicles and power equipment which are in compliance with minimum standards of applicable law shall be provided to employees who are required to use such devices.
- c. Where necessary, first aid chests, adequately marked and stocked, shall be provided by the Employer in sufficient quantity for the number of employees likely to need them and such chests shall be reasonably accessible, to the employees.
- d. The sole remedy for alleged violations of this Section shall be a grievance, pursuant to Article XVII of this Agreement. Any employee who withholds services as a means of redressing or otherwise protesting alleged violations of this Section shall be docked pay for any unauthorized non-performance of work and may be subject to any appropriate disciplinary action.
- e. In construing this Section, an arbitrator shall initially have the power only to decide whether the subject facilities meet the standards of subsection (a) of this Section but may not affirmatively direct how the Employer should comply with this Section. If the arbitrator determines that the Employer is in violation of this Section, the Employer shall take appropriate steps to remedy the violation. If in the opinion of the Union the Employer does not achieve compliance within a reasonable period of time, the Union may reassert its claim, to the arbitrator. Upon such second submission, if the arbitrator finds that the Employer has had a reasonable time to comply with the terms of this Section and has failed to do so, then and only then, the arbitrator may order the Employer to follow a particular course of action which will effectuate compliance with the terms of this Section. However, such remedy shall not exceed appropriations available in the current budget allocation for the involved agency for such purposes.
- f. In any enclosed facility where employees are assigned to work, the Employer shall make reasonable efforts, to provide for the personal security of employees while they are working.
- g. When the Employer becomes aware of a safety hazard, which the Employer considers an imminent physical danger to employees, at a worksite, the Employer shall remove the employees from the affected area.

ARTICLE VII - WELFARE FUND

Section 1.

- a. Effective January 16, 2010, the City shall continue to contribute the pro-rata annual amount of \$1, 428 for each active employee and \$1,458 for each retired employee, to the New York City Detectives Endowment Association Health and Welfare Fund pursuant, to the terms of a supplemental agreement to be reached by the parties subject, to the approval of the Corporation Counsel.
- b. Effective February 16, 2016, the Employer shall reduce the pro-rata annual amount for each employee (active and retiree) by \$50 per annum.

Section 2.

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

Section 3.

This Agreement incorporates the terms of the May 5, 2014 and June 28, 2018 Letter Agreements regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, as appended to this agreement.

ARTICLE VIII - ANNUITY

Section 1.

- a. Effective April 13, 2003, the City shall continue to contribute for each employee, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each working day for which such employee is paid by the City, which amount shall not exceed \$639.45 per annum for each employee in full pay status in the prescribed twelve (12) month period.
- b. Effective April 24, 2008 new hires shall not receive annuity contributions for the first 5 years of employment.
- c. Contributions hereunder shall be remitted by the City and the District, attorneys each twenty-eight (28) days to a mutually agreed upon annuity fund pursuant, to the terms of a supplemental agreement to be reached by the parties subject, to the approval of the Corporation Counsel.

ARTICLE IX - OVERTIME

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

Section 1.

For purpose of the overtime provisions of this Agreement, all time during which an employee is in full pay status, whether or not such time is actually worked, shall be counted in computing the number of hours worked during the week.

Section 2.

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

Section 3.

- a. Ordered involuntary overtime which results in an employee working in excess of forty (40) hours in any calendar week shall be compensated in cash, at time and one half (1-1/2 times).
- b. For those employees whose normal work week is less than forty (40) hours, any ordered involuntary overtime worked between the maximum of that work week and forty (40) hours in any calendar week, shall be compensated in cash, at straight time (1x).
- c. Upon the written approval of an employee's request by the agency head or designee, an employee who works ordered involuntary overtime shall have the option of being compensated in time off, at the applicable rates provided in Sections 3(a) and 3(b).
- d. There shall be no rescheduling of days off and/or tours of duty to avoid the payment of overtime compensation. Any work performed on a scheduled day off shall be covered by this Article.
 - i. Effective February 16, 2016, this Article IX, Section 3(d) shall not apply, to the first five rescheduled tours per employee per year.
- e. Employees who are paid in cash or who are compensated for overtime, pursuant to subsection (c) of this Section may not credit such time for meal allowance.

Section 4.

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

Section 5.

No credit shall be recorded for unauthorized overtime. Credit for all authorized overtime beyond the normal work week shall accrue in units of one-half (1/2) hour, to the nearest one-half (1/2) hour and only after one (1) hour.

Section 6.

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

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

$$\frac{1}{2088} \text{ or } \frac{1}{261 \times 8}$$

- b. Payment shall be computed and paid on a basis of quarter hour units actually worked beyond the normal scheduled work week, provided, at least one (1) full hour is compensable in a calendar week. "Annual regular salary" shall in addition to all payments included in an employee's basic salary include all educational, assignment, and longevity differentials.

Section 7. Overtime Cap

- a. These overtime provisions, including recall and standby provisions, shall apply to all covered per annum employees including those working more than half-time, and with permanent, provisional or temporary status, whose annual gross salary including overtime, all differentials and premium pay is not in excess of the amount set forth in subsection 7(d) for eligibility for cash compensated overtime (the "cap").
- b. When an employee's annual gross salary including overtime, all differentials and premium pay is higher than the cap, compensatory time, at the rate of straight time shall be credited for authorized overtime. The gross salary shall be computed on an annual calendar year basis and for the purposes of this Section shall mean basic annual salary plus any monies earned.
- c. Employees whose annual gross salary including overtime, all differentials and premium pay is in excess of the cap shall be required to submit periodic time reports, at intervals of not less than one week, but shall not be required to follow daily time clock or sign-in procedures. The time report shall be in such form as is required by the Agency.
- d. Effective January 16, 2010, the cap shall be \$74,079
 - Effective September 3, 2011, the cap shall be \$74,820
 - Effective September 3, 2012, the cap shall be \$75,568
 - Effective September 3, 2013, the cap shall be \$76,324
 - Effective September 3, 2014, the cap shall be \$77,469
 - Effective September 3, 2015, the cap shall be \$79,406
 - Effective September 3, 2016, the cap shall be \$81,788
 - Effective September 26, 2017, the cap shall be \$83,424
 - Effective September 26, 2018, the cap shall be \$85,301

Thereafter, unless otherwise agreed by the parties, the cap amount shall be adjusted by any adjustments made, to the Citywide Agreement overtime cap.

Section 8.

- a. Effective December 1, 1999, employees who work authorized overtime, except authorized overtime compensated for in cash or, pursuant to Section 3(c) of this Article, shall be entitled, to the following meal allowances:

	<u>Effective 12/1/99</u>
For two continuous hours of overtime	\$ 8.25
For five continuous hours of overtime	\$ 8.75
For seven continuous hours of overtime	\$10.75
For ten continuous hours of overtime	\$11.75
For fifteen continuous hours of overtime	\$12.75

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

Section 9.

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

Section 10.

Compensatory time off for voluntary overtime work as authorized in this Article shall be scheduled, at the discretion of the agency head but the agency head shall not schedule its use without the consent of the employee within the thirty (30) calendar days following its earning. However, all compensatory time off must be taken by the affected employee within the four (4) months following its earning. Any such compensatory time not so used by the employee's choice shall be added, to the employee's sick leave balance. If the agency head call upon an employee not to take the compensatory time off or any part thereof within the four (4) months, that portion shall be carried over until such time as it can be liquidated.

Section 11.

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

Section 12.

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

Section 13.

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

Section 14.

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

ARTICLE X - TIME AND LEAVE

Section 1.

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

Interpretations shall be defined as those rulings issued by the City Personnel Director, pursuant to Section 6.6 of the Leave Regulations and which are printed in the official Leave Regulations.

This Section shall not circumscribe the authority of the City Personnel Director to issue new interpretations subsequent, to the effective date of this Agreement. Such new interpretations shall be subject, to the grievance and arbitration provisions of this Agreement.

- b. Effective July 1, 1991, The annual leave allowance for Employees hired prior to July 1, 1985 shall accrue as follows:

Work Week	Years of Service	Monthly Accrual	Allowance
40	Beginning of 15 th year	18:00 hours	216:00 hours
	Beginning of 8 th year	16:40 hours	200:00 hours
	First Year	13:20 hours	160:00 hours

- c. The annual leave allowance for Employees who were hired on or after July 1, 1985; who have not served prior to July 1, 1985, in a title or an agency covered by the Leave Regulations; or who have not remained in continuous service in a title and agency subject to said Leave Regulations shall accrue as follows:

Years In Service	Monthly Accrual	Allowance*
At the beginning of the 1st year	1 day after the first two months	10 work days (2 weeks)
At the beginning of the 2nd year	1 day plus 1 additional day, at end of the 2nd year	13 work days (2 weeks and 3 days)
At the beginning of the 3rd year	1 day plus 1 additional day, at end of the 3rd year	13 work days (2 weeks and 3 days)
At the beginning of the 4th year	1-1/4 days	15 work days (3 weeks)

At the beginning of the 5th year	1-2/3 days	20 work days (4 weeks)
At the beginning of the 8th year	2- days plus 1 additional day, at end of the leave year	25 work days (5 weeks.)
At the beginning of the 15th year	2- 1/4 days per month	27 work days (5 weeks and 2 days)
		* Total after one full leave year, at monthly accrual rates.

- d. Effective July 1, 1991, the annual leave allowance for Employees who were hired on or after July 1, 1985; who have not served prior to July 1, 1985, in a title or an agency covered by the Leave Regulations; or who have not remained in continuous service in a title and agency subject to said Leave Regulations shall accrue pursuant as follows:

Work Week	Years of Service	Monthly Accrual	Allowance
40	Beginning of 15 th year	18:00 hours	216:00 hours
	Beginning of 8 th year	16:40 hours	200:00 hours
	Beginning of 5 th year	13:20 hours	160:00 hours
	First Year	10:00 hours	120:00 hours

- e. For employees hired on or after February 16, 2016, the annual leave allowance shall accrue as follows:

Years In Service	Monthly Accrual (hh:mm)*	Annual Allowance**
At the beginning of the 1st year	8:00	12 work days
At the beginning of the 2nd year	8:40	13 work days
At the beginning of the 3rd year	9:20	14 work days
At the beginning of the 5th year	12:40	19 work days
At the beginning of the 8th year	16:00	24 work days
At the beginning of the 15th year	17:20	26 work days
* (hh:mm) representing hours: minutes		
** Total after one full leave year, at monthly accrual rates.		

Section 2.

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

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

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

- b. In order to allow employees to make advanced plans, decisions on requests for annual leave in amounts of, at least 5 consecutive work days or tours falling during an agency's designated summer peak vacation period shall be made not less than thirty (30) days prior, to the scheduled commencement of said peak vacation period. Such requests must be made no later than forty-five (45) days or tours prior, to the commencement of the summer peak

vacation period or by the designated submission date for such requests, whichever is earlier. The summer peak vacation period shall be the period designated by an Agency as such, provided such period does not commence prior to Memorial Day Weekend or extend past September 30th. Nothing contained herein shall preclude employees from making annual leave requests in accordance with the other provisions of this Agreement.

- c. Where an employee has an entitlement to accrued annual leave and/or compensatory time, and the City's fiscal condition requires employees who are terminated, laid off or who choose to retire in lieu of layoff, be removed from the payroll on or before a specific date, or where an employee cannot be considered for an extension of service past the mandatory retirement age because of budgetary considerations, the Employer shall provide the monetary value of accumulated and unused annual leave and/or compensatory time allowances standing, to the employee's credit in a lump sum. Such payments shall be in accordance with the provisions of Executive Order 30, dated June 24, 1975.

Section 3.

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

Section 4.

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

Section 5.

- a.
 - i. Except as provided in Section 5(a)(ii), sick leave shall be used only for personal illness of the employee. Approval of sick leave in accordance with the Leave Regulations is discretionary with the agency and proof of disability must be provided by the employee, satisfactory, to the agency within five (5) working days of the employee's return to work. However, the employer may request proof of disability when an employee has been on sick leave for five or more consecutive working days. Such proof satisfactory, to the agency must be submitted within five working days of such request.
 - ii. Notwithstanding the provisions of Section 5(a)(i), Employees may use two days per year from their sick leave balances for the care of ill family members. Approval of such leave is discretionary with the agency and proof of disability must be provided by the Employee, satisfactory, to the agency within five (5) working days of the employee's return to work.
- b. The provisions of Section 5(a) above notwithstanding, the agency may waive the requirement for proof of disability unless:
 - i. An employee requests sick leave for more than three (3) consecutive work days; or
 - ii. An employee uses undocumented sick leave more than five (5) times in a "sick leave period." Employees hired during a "sick leave period" shall be subject, to the terms of this subsection commencing with the next complete "sick leave period"; or
 - iii. An employee uses undocumented sick leave more than four (4) times in a "sick leave period" on a day immediately preceding or following a holiday or a scheduled day off. Employees hired during a "sick leave period" shall be subject, to the terms of this subsection commencing with the next complete "sick leave period."
- c. For the purposes of Sections 5(b)(ii) and 5(b)(iii) above, the calendar year shall be divided into two (2), six (6) month "sick leave periods." They shall be: (1) January 1 to June 30, inclusive; and (2) July 1 to December 31, inclusive. An employee who exceeds the allowable number of undocumented absences in any "sick leave period", pursuant to Sections 5(b)(ii) and 5(b)(iii) above shall thereafter, commencing with the next "sick leave period," be required to submit medical documentation, satisfactory, to the agency head, before further sick leave may be approved. The requirement for such documentation shall continue in effect until the employee has worked a complete "sick leave period" without being on sick leave more than two (2) times.

- d. For the purposes of this Section 5 "one time" shall mean the consecutive use of one-half(1/2) or more work days for sick leave. Sick leave taken in units of less than one-half (1/2)work day shall be counted as "one time" on sick leave when the cumulative, total of such sick leave amounts to one-half(1/2) day.

- e. The provisions of Section 5(b) above notwithstanding, the agency shall have the discretion to waive the medical documentation required, pursuant to Sections 5(b)(ii), 5(b)(iii) and 5(c), for employees who have completed their third year of employment and thereafter have a current sick leave balance commensurate with the number of years of employment as follows:

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

- f. It is not the intent of Sections 5(b) and 5(e) for an agency to regularly require proof of disability under normal circumstances.
- g. Any employee who anticipates a series of three (3) or more medical appointments, which will require a repeated use of sick leave in units of one day or less shall submit medical documentation indicating the nature of the condition and the anticipated schedule of treatment. Sick leave taken, pursuant to said schedule of treatment shall be deemed documented.
- h. The medical documentation required by this Section shall be from a health practitioner licensed by the state in which she/he practices to diagnose and certify illness or disability. When an employee has been recommended for relief from duty by a medical practitioner acting in behalf of the Employer's Health Service, the time granted shall be considered documented sick leave for the day of the relief from duty only, unless otherwise specified by the Employer's practitioner.

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 - or other date established by NYS Legislature
Election Day	First Tuesday following the First Monday in November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

- b. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be

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

Section 10. Line of Duty Injury Due to Assault

Upon the determination by the head of an agency that an employee has been physically disabled because of an assault arising out of and in the course of the employee's employment, the agency head will grant the injured employee a leave of absence with pay not to exceed eighteen (18) months. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the head of the agency in writing that the employee's injury has been accepted by the Division as compensable under the Worker's Compensation Law, or if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law.

If a permanent employee who has five (5) years or more of service does not have sufficient leave credit to cover the employee's absence pending a determination by the Worker's Compensation Division of the Law Department, the agency head shall advance the employee up to forty-five (45) calendar days of paid leave. In the event the Worker's Compensation Division of the Law Department does not accept the injury as compensable under the law or the Worker's Compensation Board determines that such injury is not compensable under such law, the employee shall reimburse the City for the paid leave advance.

If an employee is granted a leave of absence with pay, pursuant to this Section, the employee shall receive the difference between the employee's weekly salary and the employee's compensation rate without charge against annual leave or sick leave. The employee shall, as a condition of receiving benefits under this Section, execute an assignment of the proceeds of any judgment or settlement in any third-party action arising from such injury, in the amount of the pay received, pursuant to this Section and medical disbursements, if any, made by the Employer, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel. The injured employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the employee's agency, and when found fit for duty by the Worker's Compensation Board shall return, to the employee's employment.

No benefits shall be paid while an employee is suspended pending disciplinary action, or if an employee is subsequently found culpable of having commenced the assault or unnecessarily continuing the assault. Benefits provided under this Section shall be in addition to but not concurrent with benefits provided under Section 7.0 and 7.1 of the Career and Salary Plan Leave Regulations.

Section 11. Line of Duty Injury Other than Assault

For employees who do not come under the provisions of Section 10 of this Article but who are injured in the course of employment, upon determination by the head of an agency that an employee has been physically disabled because of an injury arising out of and in the course of the employee's employment, through no fault of the employee, the agency head will grant the injured employee an extended sick leave with pay not to exceed three (3) months after all the employee's sick leave and annual leave balances have been exhausted. This additional leave must be taken immediately following the exhaustion of such balances. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the agency head in writing that the employee's injury has been accepted by the Division as compensable under the Worker's Compensation Law, or if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law. If an employee is granted extended sick leave with pay, pursuant to this Section, the employee shall receive the difference between the employee's weekly salary and the employee's compensation rate for the period of time granted. The employee shall, as a condition of receiving benefits under this Section, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in the amount of the pay and medical disbursements received, pursuant to this Section, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel. The injured employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the employee's agency, and when found fit for duty by the Worker's Compensation Board shall return, to the employee's employment.

Benefits provided under this Section shall be in addition to but not concurrent with benefits provided under Sections 7.0 and 7.1 of the Career and Salary Plan Leave Regulations.

Section 12.

a. Notwithstanding Sections 10 and 11 above, the parties reserve their rights, pursuant to General Municipal Law Section 207-c. As a precondition to any action claiming an injury incurred in the line of duty, the Union agrees that it will elect that the action be brought under either General Municipal Law Section 207-c or under the procedures enumerated in Sections 10 and/or 11 of Article X of this Agreement.

b. Line of Duty Appeal Panel:

In the event a claim for benefits under Section 207-c of the General Municipal Law (GML) is denied, the employee and the Union may appeal the Employer's initial determination of eligibility, in writing, to the District, attorney, within 120 days of the determination. The appeal shall be heard in accordance with the following procedure:

1. The appeal shall be heard by a Tri-Partite panel comprised of the following members:
 - a. One impartial member, who shall be designated by agreement of the parties.
 - b. One Employer member, designated by the District, attorneys' Offices.
 - c. One Union member, as designated by the Union.
2. The Tri-Partite panel shall render a final determination with respect, to the matter in question. The panel's order and award (if any) shall be limited, to the application and interpretation of GML Section 207-c, pursuant to applicable law.

Section 13.

Within forty-five (45) days of the receipt by the Worker's Compensation Division of the Law Department of a claim for Worker's Compensation, the City shall notify the claimant of the approval or disapproval of the claim.

Failure to notify the employee within the forty-five (45) day time limit may be grieved, at Step III of the grievance procedure without resorting to previous steps.

Section 14.

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

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

Section 15.

If an employee dies during the term of this Agreement because of an injury arising out of and in the course of the employee's employment through no fault of the employee, and in the proper performance of the employee's duties, a payment of twenty-five thousand dollars (\$25,000) will be made from funds other than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made, to the same beneficiary designated for the purposes of Section 14 of this Article, or if no beneficiary is so designated, payment shall be made, to the employee's estate.

Section 16.

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

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

Section 17.

- a. Every employee is obligated to report for work as scheduled.
- b. Except for the employees described in subsection (c) below, there shall be a grace period of five minutes, at the beginning of the work shift. When an employee's lateness extends beyond the five-minute grace period, the full period of time between the scheduled reporting time and the actual reporting time shall be charged against such employee (e.g. an employee whose starting time is

9:00 A.M. who reports to work, at 9:05 A.M. would not be "late," but such an employee with such a starting time who reports to work, at 9:06 A.M. would be charged with six (6) minutes of lateness).

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

Section 18.

- a. Effective January 1, 1975, the terminal leave provision for all employees except as provided in subsections b. and c., below shall be as follows:
Terminal leave with pay shall be granted prior to final separation to employees who have completed, at least ten (10) years of service on the basis of one (1) day of terminal leave for each two (2) days of accumulated sick leave up to a maximum of one hundred-twenty (120) days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.
- b. In the case where an employee has exhausted all or most of the employee's accrued sick leave due to a major illness, the agency head, in the agency head's discretion, may apply two and one-fifth (2 1/5) work days for each year of paid service as the basis for computing terminal leave in lieu of any other terminal leave. An employee's request for the application of this subsection shall not be unreasonably denied
- c. Where an employee has an entitlement to terminal leave and the City's fiscal situation requires that employees who are terminated, laid off or retired be removed from the payroll on or before a specific date, or where an employee cannot be considered for an extension of service past the mandatory retirement age because of budgetary considerations, the Employer shall provide a monetary lump sum payment for terminal leave in accordance with the provisions of Executive Order 31, dated June 24, 1975.

Section 19.

- a. A child care leave of absence without pay shall be granted to any employee (male or female) who becomes the parent of a child up to four years of age (or whose domestic partner registered, pursuant to Executive Order 48, dated January 7, 1993, becomes the parent of a child up to four years of age), either by birth or by adoption, for a period of up to forty-eight (48) months. The use of this maximum allowance will be limited to one instance only. All other child care leaves of an employee shall be limited to a thirty-six (36) month maximum.
- b. Prior, to the commencement of child care leave, an employee shall be continued in pay status for a period of time equal to all of the employee's unused accrued annual leave and compensatory time.
- c. Employees, who initially elect to take less than the forty-eight (48) month maximum period of leave or the thirty-six (36) months, may elect to extend such leave by up to two extensions, each extension to be a minimum of six (6) months. However, in no case

may the initial leave period plus the one or two extensions total more than forty-eight (48) months or thirty-six (36) months.

- d. This provision shall not diminish the right of the Agency Head or the Personnel Director, as set forth in Rule 5.1 of the Leave Regulations, to grant a further leave of absence without pay for child care purposes.

Section 20.

- a. When a death in an employee's family occurs while the employee is on annual leave, such time as is excusable for death in the family shall not be charged to annual leave or sick leave. Family members are defined as follows: spouse; natural; foster or step - parent; child, brother, sister; father -in-law, mother-in-law; any relative residing in the household; domestic partner, provided such domestic partner is registered pursuant, to the terms as defined in the New York Administrative Code section 1-112(21); grandchild.

Section 21.

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

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

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

Section 22.

Effective February 16, 2016, two days of firearms training shall occur on annual leave days. For each of these days, employees shall receive only a regular day's pay, at the straight-time rate and eight (8) hours of annual leave shall be deducted from their leave bank for each day.

ARTICLE XI - 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 for supervisory responsibility in achieving and maintaining performance 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 **Employees** 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.

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 XII - HEALTH AND HOSPITALIZATION BENEFITS**Section 1.**

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

Section 2.

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

Such changes to a new plan shall be effectuated as soon as practicable but no later than the first day of the month three months after the month in which the application has been received by the New York City Employee Health Benefits Program.

- b. Effective with the reopener period for health insurance subsequent to January 1, 1980 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. This option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

The City shall continue, to provide a fully paid choice of health and hospitalization insurance plans for each employee, not to exceed 100% of the full cost of HIP-HMO on a category basis. There will be an annual reopening period during the term of this Agreement for active employees to exercise their choice among medical plans, unless otherwise agreed to by the MLC.

Section 8.

- a. Effective July 1, 1983 and thereafter, the City's cost for each employee and each retiree under age 65 coverage shall be equalized, at the Community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, e.g. the Blue Cross/GHI-CBP payment for family coverage shall be equal, to the HIP/HMO payment for family coverage.
- b. If a replacement plan is offered to employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 3a, the City shall not bear the additional costs.
- c. The City (and other related Employers) shall continue to contribute on a City employee benefits program-wide basis the additional annual amount of \$30 million to maintain the health insurance stabilization reserve fund which shall be used, to continue equalization and protect the integrity of health insurance benefits.

The health insurance stabilization reserve fund shall be used; to provide a sufficient reserve; to maintain, to the extent possible the current level of health insurance benefits provided under the Blue Cross/GHI-CBP plan; and, if sufficient funds are available, to fund new benefits.

The health insurance stabilization reserve fund shall be credited with the dividends or reduced by the losses, attributable, to the Blue Cross/GHI-CBP plan.

- d. In the event that there is a Citywide or program-wide health insurance package which exceeds the cost of the equalization and stabilization fund described above, the parties (the MLC) may negotiate reconfiguration of this package which in no event will provide for costs in excess of the total costs of this Agreement as set forth herein. However, it is understood that the PBA of the DA will not be treated any better or any worse than any other Union participating in the Citywide or Program-wide Health Program with regard to increased health insurance costs.

Section 9. Health Care Flexible Spending Account

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

ARTICLE XIII - CAR ALLOWANCES**Section 1.**

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

Section 2.

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

<u>Effective Date :</u>	<u>Amount:</u>
May 1, 2000	\$0.28

ARTICLE XIV - CIVIL LEGAL DEFENSE FUND**Section 1.**

- a. Effective April 13, 2003, the City shall continue to contribute \$50 per annum for each active Employee to a civil legal defense fund pursuant, to the terms of a supplemental agreement between the City and Union as approved by the Corporation Counsel.
- b. Such payments shall be made pro-rata by the City every twenty-eight (28) days.

ARTICLE XV - PERSONNEL AND PAY PRACTICES**Section 1.**

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

Section 2.

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

Section 3.

Authorized carfare and telephone expenses shall be reimbursed within one month of submission of an appropriate claim for reimbursement.

Section 4.

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

Section 5.

Any employee who is required to take a medical examination to determine if the employee is physically capable of performing the employee's full duties, and who is found not to be so capable, shall, as far as practicable, be assigned to in-title and related duties in the same title during the period of the employee's disability. If a suitable position is not available, the Employer shall offer the employee any available opportunity to transfer to another title for which the employee may qualify by the change of title procedure followed by the New York City Department of Personnel, pursuant to Rule 6. 1.1 of the City Personnel Director's Rules or by noncompetitive examination offered, pursuant to Rule 6.1.9 of the City Personnel Director's Rules.

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

Section 6.

- a.** Interest on wage increases shall accrue, at the rate of three percent (3%) per annum from one hundred-twenty (120) days after execution of the applicable agreement or one hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment.
- b.** Interest on shift differentials, holiday and overtime pay, shall accrue, at the rate of three percent (3%) per annum from one hundred twenty (120) days following their earning or one hundred twenty (120) days after the execution of this Agreement, whichever is later, to the date of actual payment.
- c.** Interest accrued under subsections 10(a) or 10(b) shall be payable only if the amount of interest due to an individual employee exceeds five dollars (\$5.00).

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

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

ARTICLE XVI - EVALUATIONS AND PERSONNEL FOLDERS**Section 1.**

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

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

Section 2.

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

ARTICLE XVII - UNION ACTIVITY AND RIGHTS**Section 1.**

Time spent by union officials and representatives in the conduct of labor relations shall be governed by the provisions of Mayor's Executive Order No. 75, as amended dated March 22, 1973, or any other applicable Executive Order or local law, or as otherwise provided in this Agreement. No employee shall otherwise engage in Union activities during the time the employee is assigned, to the employees' regular duties.

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE XVIII - GRIEVANCE PROCEDURE**Section 1.**

The following grievance procedure shall be applicable to all employees covered by this Agreement.

The terms *Employer* and *Agency* as used in this Article XVII shall mean the Office of the District, attorney in which the grievant is employed.

The availability of grievance or arbitration procedures hereunder shall not justify a failure to follow orders.

Section 2. Definition:

The term "Grievance" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this **Agreement**;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the **Employer** applicable, to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the **Rules and Regulations of the New York City Personnel Director** shall not be subject, to the grievance procedure or arbitration;
- c. A claimed assignment of employees to duties substantially different from those stated in their job specifications.

Section 3.

The Grievance Procedure shall be as follows:

All grievances must be presented in writing, at all steps in the grievance procedure. For all grievances as defined in Section 2c, 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.

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 District, attorney no later than 120 days after the date on which the grievance arose. The **employee** may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the **Employer** to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing within five (5) working days following the date of submission.

STEP II - An appeal from an unsatisfactory determination, at **STEP I** where applicable, shall be presented in writing, to the District, attorney or the District, attorney's designated representative who shall not be the same person designated in **STEP I**. The appeal must be made within five (5) work days of the receipt of the **STEP I** determination. The District, attorney 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 within ten (10) working days 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 **STEP I** and **STEP II** grievance filings and any agency responses thereto. Copies of such appeal shall be sent, to the District, attorney. 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 twenty (20) 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 **Office of Labor Relations** on behalf of 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 **Office of Labor Relations** on behalf of the **Employer** shall commence such arbitration by submitting a written request therefor, to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded, to the opposing party. The arbitration shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining. The **Employer** and the **Union** shall each pay 50% of the fees and expenses of the arbitrator and of all other expenses incidental to such arbitration. The costs of one copy for each party and one copy for the arbitrator of the transcripts shall be borne equally by the parties.

The arbitrator's decision, order or award (if any) shall be limited, to the application and interpretation of the **Agreement**, and the arbitrator shall not add to, subtract from or modify the **Agreement** or any rule, regulation, written policy or order mentioned in Section 1 of this Article. 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 4.

As a condition, to the right of the **Union** to invoke impartial arbitration set forth in this Article, the **employee** or **employees** and the **Union** shall be required to file with the Director of the Office

of Collective Bargaining a written waiver of the right, if any, of the **employee** and the **Union** to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 5.

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. A copy of such filing shall be sent by the **Union** or the grievant, to the District, attorney. All other individual grievances in process concerning the same issue shall be consolidated with the "group" grievance.

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

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

Section 11. 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 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 XIX - BULLETIN BOARDS: EMPLOYER FACILITIES

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

ARTICLE XX - NO STRIKE

The terms of the no strike provisions contained in separate collective bargaining agreements covering employees also covered under this Agreement are deemed fully incorporated, at length herein.

ARTICLE XXI - RESOLUTION

This Agreement shall constitute and be deemed a complete adjustment and settlement of all demands and items presented, and as to all of such demands and items there shall be no further collective bargaining for effectiveness during the period of time from January 16, 2010 to June 18, 2019. Nor, during the foregoing period of time, shall the Union engage in any activity for the enactment of any law, the effect of which would increase the monetary cost, to the Employer beyond the benefits granted under this Agreement.

ARTICLE XXII - LABOR- MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union, having recognized that cooperation between management and, employees is indispensable, to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee in each of the agencies having, at least fifty employees covered by this Agreement.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5

Pursuant, to the terms of section 12 of the January 16, 2010 to March 18, 2019 MOA dated December 14, 2015, which was subsequently extended by 3 months to June 18, 2019, the parties agree that a labor-management committee will be formed, at each District, attorney's Office to discuss the issue of promotions from Rackets Investigator to Senior Rackets Investigator.

ARTICLE XXIII - FINANCIAL EMERGENCY ACT

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

ARTICLE XXIV - APPENDICES

The Appendix 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 XXV - SAVINGS CLAUSE

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

WHEREFORE, we have hereunto set our hands and seals this __6th__ day of __July__, 2021.

For the City of New York and the District Attorneys' Offices of the City of New York:

For Detective Investigators Association:

By: _____/s/_____

By: _____/s/_____

Renee Champion
Commissioner of Labor Relations

John Freck
President

APPROVED AS TO FORM:

BY: _____/s/_____

Eric Eichenholtz
Acting Corporation Counsel

CERTIFIED TO THE FINANCIAL CONTROL BOARD

DATE: _____

UNIT: Detective Investigators, et al.

TERM: January 16, 2010 through June 18, 2019

**Appendix A
Longevity Increment Eligibility Rules**

- 1. Only service in pay status shall be used to calculate the 10 years of service, except that for other than full time per annum employees a continuous year of service in pay status shall be used to calculate 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 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 of work year and the applicable agency verifies that information.
- 2. Service in pay status prior to any breaks in service of more than one year shall not be used to calculate 10 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 10 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 the paragraph 2 above.
 - a. Time on a leave approved by the proper authority which is consistent the Rules and Regulations of the Personnel

Director or the appropriate personnel authority of a covered organization.

- b. Time prior to a reinstatement.
c. Time on a preferred list, pursuant to Civil Service Law Sections 80 and 81 or any similar contractual provision.
d. Time not in pay status of 31 days or less.

Notwithstanding the above, such time as specified in subsection a, b and c above shall not be used to calculate the 10 years of service.

- 4. Once an employee has completed the 10 years of "City" service in pay status and is eligible to receive the 10-year longevity increment it shall become part of the employee's base rate for all purposes except as provided in paragraph 5 below.
5. The 10-year longevity increment shall not become pensionable until fifteen months after the employee becomes eligible to receive such increment.
6. Members of the bargaining unit working under waivers will not have past service credited towards longevity increment.

June 22, 2021

Mr. John Freck
President
Detective Investigator Association
c/o Michael A. Palladino, Esq.
Pitta, LLP
120 Broadway, 28th Floor
New York, NY 10271

Dear Mr. Freck:

The parties agree that if any of the titles in the Detective Investigator's collective bargaining unit should be deemed to be covered by the provisions of the Fair Labor Standards Act, the Overtime and Time and Leave articles of this agreement shall be amended to reflect the references, to the Fair Labor Standards Act consistent with those in the 1995-2000 Citywide Agreement or its successors.

Please indicate your agreement with these terms by signing below.

Very truly yours,

Renee Campion
/s/

AGREED and ACCEPTED:

Mr. John Freck
President

s24

Fire Alarm Dispatchers
2010-2017 Agreement

AGREEMENT entered into this 25th day of June, 2021 by and between the City of New York and related public employers, pursuant to and limited, to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations, to the City to bargain on their behalf (hereinafter referred to jointly as the "Employer"), and the Uniformed Fire Alarm Dispatchers Benevolent Association, Inc., (hereinafter referred to as the "Union"), for the period from May 15, 2010 to December 31, 2017.

WITNESSETH:

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

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

71010 Fire Alarm Dispatcher
71060 Supervising Fire Alarm Dispatcher (Levels I and II)

Section 2.

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

ARTICLE II - DUES CHECKOFF

Section 1.

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

Section 2.

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

ARTICLE III - SALARIES

Section 1.

- a. This Article III is subject, to the provisions, terms and conditions of the Alternative Career and Salary Pay Plan Regulations, dated March 15, 1967 as amended, except that the specific terms and conditions of this Article shall supersede any provisions of such Regulations inconsistent with this Agreement subject, to the limitations of applicable provisions of law.
b. Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, advancement or level increases, general increases, education differentials and any other salary adjustments, are based upon a normal work week of 40 hours except as provided for in Article V of this Agreement.
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 - 40 hour week basis - 1/2088 of the appropriate minimum basic salary.
d. The maximum salary for a title shall not constitute a bar, to the payment of any salary adjustment or pay differentials provided for in this Agreement but the said increase above the maximum shall not be deemed a promotion.

Section 2.

During the term of this Agreement, the following basic salary rates shall prevail for Employees:

FIRE ALARM DISPATCHERS

Table with 8 columns (Grade, 5/15/2010, 11/15/2011, 11/15/2012, 11/15/2013, 11/15/2014, 11/15/2015, 11/15/2016) and 5 rows (6th Grade, 5th Grade, 4th Grade, 3rd Grade, 2nd Grade, 1st Grade).

SUPERVISING FIRE ALARM DISPATCHER, LEVEL I

Table with 7 columns (5/15/2010, 11/15/2011, 11/15/2012, 11/15/2013, 11/15/2014, 11/15/2015, 11/15/2016)

4th Grade	\$59,203	\$59,795	\$60,393	\$60,997	\$61,912	\$63,460	\$65,364
3rd Grade	\$61,892	\$62,511	\$63,136	\$63,767	\$64,724	\$66,342	\$68,332
2nd Grade	\$64,590	\$65,236	\$65,888	\$66,547	\$67,545	\$69,234	\$71,311
1st Grade	\$67,280	\$67,953	\$68,633	\$69,319	\$70,359	\$72,118	\$74,282

SUPERVISING FIRE ALARM DISPATCHER, LEVEL II

	5/15/2010	11/15/2011	11/15/2012	11/15/2013	11/15/2014	11/15/2015	11/15/2016
4th Grade	\$74,710	\$75,457	\$76,212	\$76,974	\$78,129	\$80,082	\$82,484
3rd Grade	\$76,525	\$77,290	\$78,063	\$78,844	\$80,027	\$82,028	\$84,489
2nd Grade	\$78,340	\$79,123	\$79,914	\$80,713	\$81,924	\$83,972	\$86,491
1st Grade	\$80,155	\$80,957	\$81,767	\$82,585	\$83,824	\$85,920	\$88,498

Section 3. Wage Increases

a. General Wage Increases

The general increase, effective as indicated, shall be:

- i. Effective November 15, 2011, Fire Alarm Dispatcher, and Supervising Fire Alarm Dispatcher, Levels I and II shall receive a general increase of 1.00%.
- ii. Effective November 15, 2012, Fire Alarm Dispatcher, and Supervising Fire Alarm Dispatcher, Levels I and II shall receive a general increase of 1.00%.
- iii. Effective November 15, 2013, Fire Alarm Dispatcher, and Supervising Fire Alarm Dispatcher, Levels I and II shall receive a general increase of 1.00%.
- iv. Effective November 15, 2014, Fire Alarm Dispatcher, and Supervising Fire Alarm Dispatcher, Levels I and II shall receive a general increase of 1.50%.
- v. Effective November 15, 2015, Fire Alarm Dispatcher, and Supervising Fire Alarm Dispatcher, Levels I and II shall receive a general increase of 2.50%.
- vi. Effective November 15, 2016, Fire Alarm Dispatcher, and Supervising Fire Alarm Dispatcher, Levels I and II shall receive a general increase of 3.00%.

b. The increase provided for in Section 3(a) above shall be calculated as follows:

- i. The general increase in Section 3(a)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on November 14, 2011.
- ii. The general increase in Section 3(a)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on November 14, 2012.
- iii. The general increase in Section 3(a)(iii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on November 14, 2013.
- iv. The general increase in Section 3(a)(iv) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on November 14, 2014.
- v. The general increase in Section 3(a)(v) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on November 14, 2015.
- vi. The general increase in Section 3(a)(vi) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on November 14, 2016.

c. The general increase provided for in this Section 3 shall be applied, to the base rates, incremental salary levels and the

minimum "hiring rate", minimum "incumbent rates" and maximum rates (including levels), fixed for the applicable titles.

d. New Hires

The following shall apply to Employees newly hired on or after September 1, 2004:

- i. Upon completion of one year of active or qualified inactive service, such employee shall be paid the indicated rate for fifth grade.
- ii. Upon completion of the second year, such employee shall be paid the indicated rate for the fourth grade.

Section 4.

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

Section 5.

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 6.

The service increments listed below shall be paid to all eligible Employees upon completion of the specified years of "City" service in pay status in the pro-rated annual amounts listed below. Such Employees shall begin to receive such pro-rata payments on the Employee's anniversary date. The pro-rata payments provided for in this Section shall be deemed included in the base rate of the eligible Employee for all collective bargaining purposes. The provisions of Section 3(a) of this Agreement shall not apply, to the service increment set forth in this Section 6.

Service Increments	In effect on 5/15/2010	Effective 5/15/2017
10 Years of Service -	\$264	\$264
15 Years of Service -	\$1,214	\$1,319
(an additional) -	(\$950)	(\$1,055)
20 Years of Service -	\$2,037	\$2,247
(an additional) -	(\$823)	(\$928)

ARTICLE IV – SHIFT DIFFERENTIAL

Effective May 14, 2008, all employees represented in the Agreement shall receive shall continue to receive the adjusted factor with respect, to the payment of Night Shift Differential of .0600 in lieu of any other shift differential.

ARTICLE V – HOURS

The hourly work week for Fire Alarm Dispatcher and Supervising Fire Alarm Dispatcher shall be 40 hours. It is understood and agreed that Fire Alarm Dispatchers and Supervising Fire Alarm Dispatchers, Level I shall continue to work on the average of 40.32 hours per week.

ARTICLE VI – HOLIDAY PREMIUM

a. If an employee is required to work on any of the holidays listed below, provided the employee is in active pay status, the employee shall receive a fifty percent (50%) cash premium for all normally scheduled hours worked on the holiday.

Employees shall receive the following eleven (11) regular holidays with pay:

New Year's Day	January 1st
Lincoln's Birthday	February 12th
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th (or other date established by N.Y.S. Legislature)

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

b. Special Provisions

- i. If an employee is required to work on a holiday which falls on the employee's scheduled day off, the employee shall be compensated for overtime in accordance with the provisions of Article VII.
- ii. An employee shall not receive for the same hours of work both (1) overtime pay and (2) the fifty percent (50%) cash premium.
- iii. Regardless of whether the holiday falls on a regular working day or on a scheduled day off, if the number of hours worked on such holiday exceeds the employee's normal daily tour of duty, all hours of work in excess of such normal daily tour of duty shall be covered by the provisions of Article VII.

Applicability of Holiday Premium payment shall be for all scheduled (non-Overtime) hours worked and shall be based on "business-day processing," under which the payment of holiday premium for a full shift is determined by whether the employee's tour of duty commenced on a contractual holiday. No such payment shall be made to employees whose tour did not commence on the contractual holiday.

ARTICLE VII - OVERTIME

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

Section 1.

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

Section 2.

- a. "Authorized voluntary overtime" shall be defined as overtime for work authorized by the agency head or the agency head's designee, which the employee is free to accept or decline.
- b. "Ordered involuntary overtime" shall be defined as overtime which the employee is directed in writing to work and which the employee is therefore required to work. Such overtime time may only be authorized by the agency head or a representative of the agency head who is delegated such authority in writing.
- c. Upon the written approval of an employee's request by the agency head or designee, an employee who works overtime shall have the option of being compensated in time off, at the applicable rates.
- d. There shall be no rescheduling of days off and/or tours of duty to avoid the payment of overtime compensation. Any work performed on a scheduled day off shall be covered by this Article. It is understood that the change in tours for covering Supervising Fire Alarm Dispatchers Levels I and II and employees rescheduled for training is not a violation of this section.

Section 3.

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

Section 4.

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

Section 5.

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

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

$$\frac{1}{2088} \quad \text{or} \quad \frac{1}{261 \times 8}$$

Section 6.

- a. The distribution and equalization of overtime shall be in accordance with the FDNY Standard Operating Guideline No. 700-12 (Distribution of Overtime Procedures), dated June 12, 2018.
- b. Employees covered by the overtime provisions of FLSA shall be required to follow daily time clock or sign in procedures. The periodic time report shall be in such form as is required by the Agency.

Section 7.

Employees recalled from home for overtime work, shall be guaranteed overtime in accordance with section 3 for, at least four (4) hours, provided the employee works the four (4) hours and the compensated hours begin from the reporting location.

Section 8.

- a. Compensatory time shall be administered in accordance with FDNY Standard Operating Guideline No. 700-21 (Compensatory Time / Holiday Bank Time Approval Policy), dated November 5, 2018.
- b. For employees covered by the Fair Labor Standards Act, accrued compensatory time usage shall be charged in the following manner and order:
 - i. First, Pre FLSA Compensatory Time Bank
 - ii. Second, Post April 14, 1986 FLSA Compensatory Time Bank
 - iii. Third, Post April 14, 1986 non FLSA Compensatory Time Bank
- c. If compensatory time off is charged to an employee's Post April 14, 1986 FLSA Compensatory Time Bank and as a result the employee will not be able to take his/her accrued Post April 14, 1986 non-FLSA compensatory time within the four (4) month period provided in subsection 10(a) above, the period of time in which the equivalent amount of time in the Post April 14, 1986 non-FLSA Compensatory Time Bank which must be taken shall be extended in writing by the agency head an additional four months.

Section 9.

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

Section 10.

Except in an emergency situation, when authorized and ordered by an agency head, or a designated representative, no employee shall be required to actually work more than one and one-half (1.5) consecutive normal work shifts in any twenty four (24) hour period.

ARTICLE VIII - TIME AND LEAVE

Section 1.

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

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

This Section shall not circumscribe the authority of the Commissioner of Citywide Administrative Services to issue new interpretations subsequent, to the effective date of this Agreement. Such new interpretations shall be subject, to the grievance and arbitration provisions of this Agreement.
- b. **Annual leave allowance—Employees hired before September 1, 2004**

The annual leave allowance for Employees hired before September 1, 2004 in a title or agency covered by the Leave Regulations shall accrue as follows:

Years of Service	Monthly Accrual	Annual Allowance
Beginning of 15th year	18:00 hours	216:00 hours
Beginning with 8th year	16:40 hours	200:00 hours
Beginning with 5th year	13:20 hours	160:00 hours
First Year	10:00 hours	120:00 hours

c. Annual leave allowance-- Employees hired on or after September 1, 2004

i. Subject to subsection c(ii) below, the annual leave allowance for Employees newly hired on or after September 1, 2004 shall accrue as follows:

Years of Service	Monthly Accrual	Annual Allowance
Beginning with 17th Year	18:00 hours	216:00 hours
Beginning with 14th Year	16:40 hours	200:00 hours
Beginning with 13th Year	16:00 hours	192:00 hours
Beginning with 12th Year	15:20 hours	184:00 hours
Beginning with 11th Year	14:40 hours	176:00 hours
Beginning with 10th Year	14:00 hours	168:00 hours
Beginning with 9th Year	13:20 hours	160:00 hours
Beginning with 8th Year	12:40 hours	152:00 hours
Beginning with 7th Year	12:00 hours	144:00 hours
Beginning with 6th Year	11:20 hours	136:00 hours
Beginning with 5th Year	10:40 hours	128:00 hours
First Year	10:00 hours	120:00 hours

ii. Notwithstanding subsection c(i) above, effective July 1, 2016, the annual leave allowance for Employees covered by this agreement who were hired on or after September 1, 2004 shall accrue as follows:

Years of Service	Monthly Accrual	Annual Allowance
Beginning of 15th year	18:00 hours	216:00 hours
Beginning with 8th year	16:40 hours	200:00 hours
Beginning with 5th year	13:20 hours	160:00 hours
First Year	10:00 hours	120:00 hours

Section 2.

a. Annual leave usage, accrual

Annual leave shall be scheduled in accordance with existing procedures and the vacation chart.

Annual leave will accrue on a "Calendar Year" basis (May of the existing year through April of the following year). Accrual balance as of April of each year will consist of accruals from the prior 12-months, and will be used as the basis for scheduling annual leave during the "Leave Year", which will begin on May 1 of the current year and continue through April 30 of the following year. Annual leave accruals that are in excess of leave balances normally accrued within a 12-month period, and are in excess of the current year accrual by a least six months accrual may be used in units of six (6) hours, upon approval.

It shall be the policy of the employer to allow employees to use, during their current leave year, the amount of annual leave accruable during the last 12-month May through April Leave year, provided they have sufficient available leave balances. This provision shall be subject, to the leave regulations referenced in "the 10 group/year vacation chart" and the needs of the agency. Exceptions to this policy shall be on a reasonable and case by case basis.

i. The Vacation Chart, which contains a ten-year repeating cycle, is designed to permit members with a 27-day vacation allowance to receive 18 12-hour tours of annual leave.

Members with 25 days allowance will receive 16 12-hour tours of annual leave plus 8 hours. Members with 20 days' vacation allowance will receive 13 12-hour tours of annual leave plus 4 hours. 12-Hour tours for members with less than 20 days allowance or accrual will be scheduled in accordance with direction from Headquarters.

- ii. Since the vacation chart could not be designed to encompass all the different vacation allowances, Chief Dispatchers shall compute the return date of each member's annual leave.
- iii. Vacation Letters for Fire Alarm Dispatchers have been allocated on a borough basis and Supervising Fire Alarm Dispatchers-I have been allocated on a citywide basis. Vacation Letters are used to follow the 10-year cycle of the Vacation Chart and shall be permanent for transferred personnel. Vacation Letters may be changed, at the discretion of management for detailed personnel. Permanent Vacation Letters do not follow personnel transferred from one borough to another, and may be changed by Fire Department management for detailed personnel, at the beginning of and during a Leave Year.
- iv. Vacation leaves shall be taken in conformance with the vacation chart, except for approved Vacation Mutual Exchanges.
- v. Mutual exchange will be permitted consistent with the exchange of either part of a vacation letter split.
- vi. Chief Dispatchers shall forward for approval by Headquarters properly completed Vacation Mutual Exchanges on the required forms. Requests shall be verified for accuracy and conformance, to the vacation letter allocation chart for each of the two mutual participants. Headquarters will notify respective Chief Dispatchers of approval and/or denials.
- vii. No more than two (2) Fire Alarm Dispatchers from the 6-groups scheduled to work on each 12-hour tour shall be on leave simultaneously, except when scheduled vacations require exceeding the limitation of two dispatchers. The types of leaves may consist of any combination of annual or discretionary leaves with the restriction that if two persons are on scheduled vacations no compensatory time leave requests shall be approved.

In order, to provide the necessary flexibility to maintain adequate staffing in the event of sick leaves or other emergencies, leave approval-except for scheduled vacations- may be limited to one Fire Alarm Dispatcher from the 6-groups scheduled to work on each 12-hour tour, for the duration of the emergency.

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

Section 3.

- a. Approved sick leave may be used in units of one (1) hour.
- b. Except as provided below, employees shall be credited with an eight hour day of sick leave per month. Approved sick leave may be used as it accrues.
 - i. For any employees newly hired on or after September 1, 2004, a maximum sick leave accrual of ten (10) 8-hour days per annum for the first five (5) years of service shall apply, at the beginning of the sixth year of service, the maximum sick leave accrual shall be twelve (12) 8-hour days per annum.

Section 4.

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

Section 5.

a. Use of Sick Leave

i. Except as provided in Section 5(a)(ii), sick leave shall be used only for personal illness of the employee. Approval of sick leave in accordance with the Leave Regulations is discretionary with the agency and proof of disability must be provided by the employee, satisfactory, to the agency within five (5) working days of the employee's return to work. However, the employer may request proof of disability when an employee has been on sick leave for five or more

consecutive working days. Such proof satisfactory, to the agency must be submitted within five working days of such request.

ii. Use of Sick Leave for Care of Ill Family

- (1) Notwithstanding the provisions of Section 5(a)(i), effective September 1, 2004, employees may use three (3) days per year from their sick leave balances for the care of ill family members.
- (2) Approval of such leave is discretionary with the agency and proof of disability must be provided by the employee satisfactory, to the agency within five (5) working days of the employee's return to work.
- (3) Effective September 1, 2004, the use of sick leave for care of ill family members shall be limited to a maximum of one-fourth (1/4) of the amount of sick leave hours accruable by an eligible employee during the current leave year or one-fourth (1/4) of the sick leave hours accruable by a full time employee in the same title during a leave year, whichever is less. Approved usage of sick leave for care of ill family members may be charged in units of one (1) hour.
- (4) Family member shall be defined as: spouse; natural, foster or step parent; child, brother or sister; father-in-law; mother-in-law; any relative residing in the household; and domestic partner, provided such domestic partner is registered pursuant, to the terms set forth in the New York City Administrative Code Section 3-240 et seq.

b. The provisions of Section 5(a) above notwithstanding, the agency may waive the requirement for proof of disability unless:

- i. An employee requests sick leave for more than three (3) consecutive work days; or
- ii. An employee uses undocumented sick leave more than five (5) times in a "sick leave period." Employees hired during a "sick leave period" shall be subject, to the terms of this subsection commencing with the next complete "sick leave period"; or
- iii. An employee uses undocumented sick leave more than four (4) times in a "sick leave period" on a day immediately preceding or following a holiday or a scheduled day off. Employees hired during a "sick leave period" shall be subject, to the terms of this subsection commencing with the next complete "sick leave period."

c. For the purposes of Sections 5(b)(ii) and 5(b)(iii) above, the calendar year shall be divided into two (2), six (6)-month "sick leave periods." They shall be: (1) January 1 to June 30, inclusive; and (2) July 1 to December 31, inclusive. An employee who exceeds the allowable number of undocumented absences in any "sick leave period", pursuant to Sections 5(b)(ii) and 5(b)(iii) above shall thereafter, commencing with the next "sick leave period," be required to submit medical documentation, satisfactory, to the agency head, before further sick leave may be approved. The requirement for such documentation shall continue in effect until the employee has worked a complete "sick leave period" without being on sick leave more than two (2) times.

d. For the purposes of this Section 5 "one time" shall mean the consecutive use of one half (1/2) or more work days for sick leave. Sick leave taken in units of less than one half (1/2) work day shall be counted as "one time" on sick leave when the cumulative total of such sick leave amounts to one half (1/2) day.

e. The provisions of Section 5(b) above notwithstanding, the agency shall have the discretion to waive the medical documentation required, pursuant to Sections 5(b)(ii), 5(b)(iii) and 5(c), for employees who have completed their third year of employment and thereafter have a current sick leave balance commensurate with the number of years of employment as follows:

Years of Employment	Sick Leave Balance	Years of Employment	Sick Leave Balance
3 years	21 days	7 years	49 days
4 years	28 days	8 years	56 days
5 years	35 days	9 years	63 days
6 years	42 days	10 years or more	70 days

f. It is not the intent of Sections 5(b) and 5(e) for an agency to regularly require proof of disability under normal circumstances.

g. Any employee who anticipates a series of three (3) or more medical appointments, which will require a repeated use of sick

leave in units of one day or less shall submit medical documentation indicating the nature of the condition and the anticipated schedule of treatment. Sick leave taken, pursuant to said schedule of treatment shall be deemed documented.

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

Section 6.

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

Section 7.

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

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

Section 8.

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

Section 9.

Notwithstanding anything, to the contrary contained in the Time and Leave Rules which are incorporated by reference therein, and in lieu thereof, the Fire Department shall promulgate a ten (10) year/Letter vacation chart for Fire Alarm Dispatchers and Supervising Fire Alarm Dispatchers, Level I.

Section 10. Line of Duty Injury Due to Assault

Upon the determination by the head of an agency that an employee has been physically disabled because of an assault arising out of and in the course of the employee's employment, the agency head will grant the injured employee a leave of absence with pay not to exceed eighteen (18) months. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the head of the agency in writing that the employee's injury has been accepted by the Division as compensable under the Worker's Compensation Law, or if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law.

If a permanent employee who has five (5) years or more of service does not have sufficient leave credit to cover the employee's absence pending a determination by the Worker's Compensation Division of the Law Department, the agency head shall advance the employee up to forty five (45) calendar days of paid leave. In the event the Worker's Compensation Division of the Law Department does not accept the injury as compensable under the law or the Worker's Compensation Board determines that such injury is not compensable under such law, the employee shall reimburse the City for the paid leave advance.

If an employee is granted a leave of absence with pay, pursuant to this Section, the employee shall receive the difference between the employee's weekly salary and the employee's compensation rate without charge against annual leave or sick leave. The employee shall, as a condition of receiving benefits under this Section, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in the amount of the pay received, pursuant to this Section and medical disbursements, if any, made by the Employer, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel. The injured employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the employee's agency, and when found fit for duty by the Worker's Compensation Board shall return, to the employee's employment.

No benefits shall be paid while an employee is suspended pending disciplinary action, or if an employee is subsequently found culpable of having commenced the assault or unnecessarily continuing the assault.

Benefits provided under this Section shall be in addition to but not concurrent with benefits provided under Section 7.0 and 7.1 of the Career and Salary Plan Leave Regulations.

Section 11. Line of Duty Injury Other than Assault

For employees who do not come under the provisions of Section 10 of this Article but who are injured in the course of employment, upon determination by the head of an agency that an employee has been physically disabled because of an injury arising out of and in the course of the employee's employment, through no fault of the employee, the agency head will grant the injured employee an extended sick leave with pay not to exceed three (3) months after all the employee's sick leave and annual leave balances have been exhausted. This additional leave must be taken immediately following the exhaustion of such balances. No such leave with pay shall be granted unless the Worker's Compensation Division of the Law Department advises the agency head in writing that the employee's injury has been accepted by the Division as compensable under the Worker's Compensation Law, or if such injury is not accepted by the Division as compensable under such law, unless the Worker's Compensation Board determines that such injury is compensable under such law. If an employee is granted extended sick leave with pay, pursuant to this Section, the employee shall receive the difference between the employee's weekly salary and the employee's compensation rate for the period of time granted. The employee shall, as a condition of receiving benefits under this Section, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury, in the amount of the pay and medical disbursements received, pursuant to this Section, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Corporation Counsel. The injured employee shall undergo such medical examinations as are requested by the Worker's Compensation Division of the Law Department and the employee's agency, and when found fit for duty by the Worker's Compensation Board shall return, to the employee's employment.

Benefits provided under this Section shall be in addition to but not concurrent with benefits provided under Sections 7.0 and 7.1 of the Career and Salary Plan Leave Regulations.

Section 12.

Within forty five (45) days of the receipt by the Worker's Compensation Division of the Law Department of a claim for Worker's Compensation, the City shall notify the claimant of the approval or disapproval of the claim.

Failure to notify the employee within the forty five (45) day time limit may be grieved, at Step III of the grievance procedure without resort to previous steps.

Section 13.

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

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

Section 14.

If an employee dies during the term of this Agreement because of an injury arising out of and in the course of the employee's employment through no fault of the employee, and in the proper performance of the employee's duties, a payment of twenty five thousand dollars (\$25,000) will be made from funds other than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made, to the same beneficiary designated for the purposes of Section 12 of this Article, or if no beneficiary is so designated, payment shall be made, to the employee's estate.

Section 15.

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

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

Section 16.

- a. Every employee is obligated to report for work as scheduled.
- b. Lateness shall be classified as "excused" or "not excused" and excused lateness shall not be charged against the employee. Lateness found by the agency head or the individual designated by the agency head to have been caused by unforeseen public

transportation delays or other circumstances which arise after an employee leaves for work which cannot be anticipated (e.g. elevator breakdowns or private transportation breakdowns) which are beyond the ability of the tardy employee to control shall be excused. Such findings shall be reasonably made; and the tardy employee may be required to furnish proof satisfactory, to the agency head of the cause of the lateness. A request for excusal shall not be unreasonably denied. A refusal to excuse a lateness may be appealed, to the Commissioner of Labor Relations whose decision shall be final.

- c. Deduction for unexcused lateness shall be made on a minute for minute basis from any compensatory time standing to an employee's credit and then, if there is no such credited time, from the employee's annual leave balances.
- d. The City reserves the right and power appropriately and for just cause to discipline or to discharge an employee for excessive lateness.
- e. Contractual provisions or agency policies regarding lateness or excusal periods or lateness penalties inconsistent with the uniform lateness policy set forth in this Section shall be superseded by this Section 15.
- f. Latenesses caused by a verified major failure of public transportation, such as a widespread or total power failure of significant duration or other catastrophe of similar severity, shall be excused.
- g. The Agency will prepare contingency plans for operation during a major failure of public transportation which would cause disabled employees, as defined in the Americans with Disabilities Act, great difficulty in reaching their regular work location. Such plans will include, where practicable and productive, provisions assigning disabled employees to report to agency locations closer, to their homes. Such plans shall also include provisions for excusal by the agency head of absences on an individual basis for disabled employees. Decisions of the agency head with respect to absences under such plans shall not be subject, to the grievance procedure.

Section 17.

- a. Effective January 1, 1975, the terminal leave provision for all employees except as provided in subsections b. and c., below shall be as follows:

Terminal leave with pay shall be granted prior to final separation to employees who have completed, at least ten (10) years of service on the basis of one (1) - 8 hour day of terminal leave for each two (2) - 8 hour days of accumulated sick leave up to a maximum of one hundred twenty (120) - 8 hour days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.

For Employees Hired on or After September 1, 2004:

- b. Terminal leave with pay shall be granted prior to final separation to employees who have completed, at least ten (10) years of service on the basis of one (1) - 8 hour day of terminal leave for each three (3) - 8 hour days of accumulated sick leave up to a maximum of one hundred twenty (120) - 8 hour days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.
- c. In the case where an employee has exhausted all or most of the employee's accrued sick leave due to a major illness, the agency head, in the agency head's discretion, may apply two and one fifth (2 1/5) work days for each year of paid service as the basis for computing terminal leave in lieu of any other terminal leave. An employee's request for the application of this subsection shall not be unreasonably denied. The denial of an employee's request may be appealed solely, to the Commissioner of Labor Relations.
- d. Where an employee has an entitlement to terminal leave and the City's fiscal situation requires that employees who are terminated, laid off or retired be removed from the payroll on or before a specific date, because of budgetary considerations, the Employer shall provide a monetary lump sum payment for terminal leave in accordance with the provisions of Executive Order 31, dated June 24, 1975.

Section 18.

- a. A child care leave of absence without pay shall be granted to any employee (male or female) who becomes the parent of a child up to four years of age (or whose domestic partner registered pursuant, to the New York City Administrative Code Section 3-240 et seq.) becomes the parent of a child up to four years of age), either by birth or by adoption, for a period of up to forty eight (48) months. The use of this maximum allowance will be limited to one instance only. All other child care leaves of an employee shall be limited to a thirty six (36) month maximum.
- b. Prior, to the commencement of child care leave, an employee shall be continued in pay status for a period of time equal to all of the

employee's unused accrued annual leave and compensatory time (including FLSA compensatory time).

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

Section 19.

- a. Bereavement leave shall be granted for the death of an employee's spouse; "domestic partner," as defined in the New York Administrative Code Section 1-112(21); natural, foster or step parent; child; brother or sister; father-in-law; mother-in-law; or other relative residing in the household.
- b. Effective November 26, 1999, bereavement leave shall be granted for the death of a grandchild.
- c. When a death in an employee's family occurs while the employee is on annual or sick leave, such time as is excusable for death in the family shall not be charged to annual or sick leave.

Section 20.

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

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

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

Section 21.

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

ARTICLE IX – HEALTH INSURANCE

Section 1.

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

Section 2.

- a. Retirees shall continue to have the option of changing their previous choice of Health Plans. This option shall be:

- i. a one-time choice;
- ii. exercisable only after one year of retirement; and
- iii. exercisable, at any time without regard to contract periods.

Such changes to a new plan shall be effectuated as soon as practicable but no later than the first day of the month three months after the month in which the application has been received by the New York City Employee Health Benefits Program.

- b. Effective with the reopener period for health insurance subsequent to January 1, 1980 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. This option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

Section 3.

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

Section 4.

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

Section 5

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

Section 6.

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

ARTICLE X – CAR ALLOWANCES

Section 1.

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

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

Effective November 26, 1999

28¢ per mile

ARTICLE XI – PERSONNEL AND PAY PRACTICES

Section 1.

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

Section 2.

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

Section 3.

- a. When a transfer is accomplished with the consent of the employee, all compensatory time due for overtime worked shall be granted, to the employee prior, to the effective date of the transfer except where:
 - i. the receiving agency agrees in writing to accept the transfer of these accrued compensatory time balances in whole or in part to its records,
 - ii. or the employee requests in writing that these accrued compensatory time balances be converted to sick leave credits as of the date of the transfer.

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

- b. When an employee is subjected to a functional or involuntary transfer, all the employee's accrued compensatory time balances shall be transferred, to the records of the receiving agency.
- c. When a current employee is appointed to another City agency from a list promulgated by the New York City Department of Citywide Administrative Services, all compensatory time shall be transferred, to the records of the appointing agency.

Section 4.

- a. The Employer shall furnish identification cards to all employees who have served continuously for six (6) months.

Each employee who is a member of the New York City Employees' Retirement System (NYCERS) as of the effective date of this Agreement shall receive a Tax Pension Identification Card

showing the name, withholding tax number, pension number, pension plan, and the date the last membership in the System began. Employees joining the NYCERS during the life of this Agreement shall be given a Tax Pension Identification Card when the employing agency is notified by the System of the date membership was granted and the pension number assigned. In the discretion of an agency head, the identification card required by subsection 4(a) above may be combined with the Tax Pension Identification Card.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

Any employee who is required to take a medical examination to determine if the employee is physically capable of performing the employee's full duties, and who is found not to be so capable, shall, as far as practicable, be assigned to in title and related duties in the same title during the period of the employee's disability. If a suitable position is not available, the Employer shall offer the employee any available opportunity to transfer to another title for which the employee may qualify by the change of title procedure followed by the New York City Department of Citywide Administrative Services, pursuant to Rule 6.1.1 of the Personnel Rules and Regulations of the City of New York or by noncompetitive examination offered, pursuant to Rule 6.1.9 of the Personnel Rules and Regulations of the City of New York. If such an employee has ten (10) years or more of retirement system membership service and is considered permanently unable to perform all the duties of the employee's title and no suitable in title position is available, the employee shall be referred, to the New York City Employee's Retirement System and recommended for ordinary disability retirement.

Section 10.

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

hundred twenty (120) days following their earning or one hundred twenty (120) days after the execution of this Agreement, whichever is later, to the date of actual payment.

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

Section 11.

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

Section 12.

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

Section 13.

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

Section 14.

The Employer shall distribute material describing pension benefits and provisions to all newly hired employees who are covered, at the time of appointment by the employing Agency.

Section 15.

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

Section 16.

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

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

Section 17.

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

Section 18.

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

Section 19.

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

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

Section 20. Notice of Major Renovations

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

Section 21. Functional Transfers

- a. For the purposes of Article XVII, Section (1)(f) (Disciplinary Procedure for Provisional Employees), time served immediately prior to a functional transfer of a provisional employee in the employee's former agency shall count as time served in the employee's new agency.
- b. For the purposes of Article XVIII (Job Security), time served immediately prior to a functional transfer of a non-competitive or labor class employee in the employee's former agency shall count as time served in the employee's new agency.

Section 22. Conflict of Interest Board Submissions

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

ARTICLE XII – EVALUATIONS AND PERSONNEL FOLDERS**Section 1.**

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

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

Section 2.

If an employee finds in the employee's personnel folder any material relating, to the employee's work performance or conduct in addition to evaluatory statements prepared after July 1, 1967, the employee shall have the right to answer any such material filed and the answer shall be, attached, to the file copy.

ARTICLE XIII – CIVIL SERVICE, CAREER DEVELOPMENT**Section 1.**

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

Section 2.

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

Section 3.

After promotion, if an employee is returned to his/her former title in accordance with existing Personnel Rules and Regulations of the City

of New York, the employee may request of the Employer a conference to discuss the basis for the employee's return, to the former title. The Employer's decision is neither arbitrable nor reviewable under the Civil Service Law.

Section 4.

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

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

Section 5.

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

ARTICLE XIV – UNION RIGHTS**Section 1.**

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

ARTICLE XV – WELFARE FUND**Section 1.**

In accordance with the election by the Union pursuant, to the provisions of Article XIII of the 1995-2001 Citywide Agreement negotiated, pursuant to Section 1173-4.3 (a)(2) of the New York City Collective Bargaining Law recodified as Section 12-307 (a)(2) of the current New York City Collective Bargaining Law or its successor Agreement(s), the Welfare Fund provisions of that Citywide Agreement as amended or any successor(s) thereto shall apply to Employees covered by this Agreement.

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE XVI – PRODUCTIVITY AND PERFORMANCE**Introduction**

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

Section 1. Performance Levels

- a. The Union recognizes the Employer's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, 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 XVII – GRIEVANCE PROCEDURE**Section 1. - Definition:**

The term "Grievance" shall mean:

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

- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable, to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York shall not be subject, to the grievance procedure or arbitration;
- c. A claimed assignment of Employees to duties substantially different from those stated in their job specifications;
- d. A claimed improper holding of an open competitive rather than a promotional examination; and
- e. A claimed wrongful disciplinary action taken against a permanent Employee covered by Section 75(1) of the Civil Service Law 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 provisional Employee who has served for two years in the same or similar title or related occupational group in the same agency.

Section 2.

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

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

All grievances must be presented in writing, at all steps in the grievance procedure. For all grievances as defined in Section 1c, no monetary award shall in any event cover any period prior, to the date of the filing of the Step I grievance.

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

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

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

STEP IV—An appeal from an unsatisfactory determination, at **STEP III** may be brought solely by the Union, to the Office of Collective Bargaining for impartial arbitration within fifteen (15) work days of receipt of the **STEP III** determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance." The Employer shall commence such arbitration by submitting a written request therefor, to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded, to the opposing party. The arbitration shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining. The costs and fees of such arbitration shall be borne equally by the Union and the Employer. The assigned arbitrator shall hold a hearing, at a time and place convenient, to the parties and shall issue an award within 30 days after the completion of the hearing.

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

the arbitrator deems necessary and proper, subject, to the limitations set forth above and any applicable limitations of law.

Section 3.

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

Section 4.

In any case involving a grievance under Section 1e 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. 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.

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. 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 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 review the grievance and shall issue a written reply, 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.

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 5.

In any case involving a grievance under Section 1f of this Article, all terms of the "Disciplinary Procedure for Provisional Employees", including the expiration dates, as set forth in the agreements between DC 37 and the City of New York dated August 30, 2011 and April 27, 2018, appended to this agreement, shall govern.

Section 6.

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

Section 7.

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 8.

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 9.

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 10.

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 11.

- a. Any grievance relating to a claimed improper holding of an open-competitive rather than 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 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 12.

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

Section 13. Expedited Arbitration Procedure.

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

pursuant to mutual agreement by the parties. The following procedures shall apply:

i. Selection and Scheduling of Cases:

- (1) The Deputy Chairperson for Disputes of the Office of Collective Bargaining shall propose which cases shall be subject, to the procedures set forth in this Section 13 and notify the parties of proposed hearing dates for such cases.
- (2) The parties shall have ten business days from the receipt of the Deputy Chairperson's proposed list of cases and hearing schedule(s) to raise any objections thereto.
- (3) If a case is not proposed by the Deputy Chairperson for expedited handling, either party may, at any time prior, to the scheduling of an arbitration hearing date for such case, request in writing, to the other party and, to the Deputy Chairperson of Disputes of the Office of Collective Bargaining that said case be submitted, to the expedited procedure. The party receiving such request shall have ten business days from the receipt of the request to raise any objections thereto.
- (4) No case shall be submitted, to the expedited arbitration process without the mutual agreement of the parties.

ii. Conduct of Hearings:

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

Section 14. FLSA Dispute Procedure

- a. Any dispute, controversy or claim concerning or arising out of the application or interpretation of the Fair Labor Standards Act ("FLSA Controversy") shall be submitted by a claimant in accordance with this section.
- b. Any FLSA Controversy must be presented in writing and in the form prescribed by the FLSA Panel no later than sixty days after the date on which such FLSA Controversy arose.
- c. **Wrongful Computation of Benefits**
 - i. Any FLSA Controversy arising out of a claimed wrongful computation of benefits shall be submitted by an employee in writing, to the applicable agency head or designee for review and resolution. A copy shall also be submitted, to the Office of Labor Relations and, to the Union. The agency shall have thirty days to resolve the matter and issue a written decision; such period may be extended by mutual agreement of the parties.
 - ii. If the matter is not satisfactorily resolved, at the agency level, the claimant may, within two weeks after receipt of the agency determination, appeal the matter, to the FLSA Panel in writing.
- d. The FLSA Panel shall consist of a representative designated by the Municipal Labor Committee and a representative designated by the Commissioner of the Office of Labor Relations of the City of

New York. The FLSA Panel shall establish appropriate forms and procedures to promptly review and resolve all FLSA Controversies submitted to it.

- e. Any FLSA Controversy arising out of the classification of a position or group of positions as exempt or non-exempt from the FLSA shall be submitted by an employee in writing, to the FLSA Panel.
- f. The Panel shall take any steps necessary for a proper disposition of any FLSA Controversy and shall issue a written determination within sixty days following the date of submission thereof. The FLSA Panel's time may be extended by mutual agreement of the parties. The decision of the Panel shall be final.
- g. Notwithstanding the provisions of this Section 14, the submission of a dispute by an employee under this procedure shall not constitute a waiver of the employee's rights under the FLSA.

ARTICLE XVIII – JOB SECURITY

Section 1. General Layoff Provisions

Where layoffs are scheduled affecting full-time employees in competitive class, non-competitive class, and labor classes the following procedures shall be used:

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

It is understood by the parties that such notice is considered to be preliminary and is subject to change during the 30 days' notice period. However, if new title(s) which were not part of the original notice are added, to the proposed layoff notice or the number of employees in title(s) contained in the original notice is increased beyond the number in the original notice, an additional 30 days' notice will be given, to the affected union(s) covering solely such additional title(s) or numbers, except, such additional 30 days' notice shall not apply to employees displaced by the "bumping" provisions mandated by the Civil Service Law or by appointments from special transfer, preferred, or other civil service lists. The parties may waive such additional notice by mutual consent.

- b. Within such 30-day period designated representatives of the Employer will meet and confer with the designated representatives of the appropriate union with the objective of considering feasible alternatives to all or part of such scheduled layoffs, including but not limited to:
 - i. the transfer of employees to other agencies with retraining, if necessary, consistent with Civil Service law but without regard, to the Civil Service title,
 - ii. the use of Federal and State funds whenever possible to retain or re employ employees scheduled for layoff,
 - iii. the elimination or reduction of the amount of work contracted out to independent contractors, and
 - iv. encouragement of early retirement and the expediting of the processing of retirement applications.
- c. After meeting and conferring with the designated representatives of the union, the Employer shall have the right, when necessary, to transfer any employee, in lieu of layoff, from one agency to another provided such transfer is within title (and the employee meets all the legal requirements of the new position) and is being made without loss in pay, benefits, or seniority, to the affected employee. The following procedure shall govern:
 - i. Volunteers in order of title seniority.
 - ii. Non-volunteers in order of title seniority among those who would otherwise have to be laid off in the agency from which the transfer is being made.

Section 2. Competitive Class Preferred Lists

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

ARTICLE XIX – CLASS A UNIFORMS, UNIFORM ALLOWANCE, WORK APPAREL

Section 1. Class A Uniforms

- a. Effective May 15, 2017, the Fire Department of the City of New York shall be required, to provide one (1) Class A uniform to all employees in covered titles represented by this Agreement.
- b. The uniform shall consist of one (1) of each of the following items:
 - dress coat;
 - dress cap and shield;
 - belt;
 - tie clasp;
 - dress trousers;
 - dress footwear;
 - short-sleeve dress shirt;
 - long-sleeve dress shirt;
 - neck tie; and
 - a pair of white gloves.
- c. The uniform shall be provided on a one-time basis to each member of the Union, except in the case of circumstances meriting replacement of one or more uniform items, at the discretion of the Fire Department.

Section 2. Uniform Allowance

- a. Effective November 23, 2009, there shall be a \$100 per annum uniform allowance paid to all employees in this Agreement who wear a uniform.
- b. Uniform allowance payments will be made to those employees who have completed six months of service in the applicable title. Those employees who have not completed six months of service or those on leave of absence without pay or restored to duty shall, upon completion of six months of service receive the uniform allowance payment. Absence without pay in excess of six days will advance the eligibility date by the number of days absent without pay.

Section 3. Work Duty Apparel

- a. Effective May 15, 2017, the Fire Department shall be required, to provide each year the following work-duty apparel items, as specified below:
 - i. To all employees in the Fire Alarm Dispatcher title:
 - Four (4) work duty pants
 - Four (4) short-sleeve golf shirts
 - Four (4) long-sleeve shirts
 - Belt
 - Work shoes
 - Sweatshirt; and
 - Collar Insignia
 - ii. To all employees in the Supervising Fire Alarm Dispatcher title, at Levels 1 and 2:
 - Four (4) work duty pants
 - Four (4) short-sleeve button-down shirts
 - Four (4) long-sleeve shirts
 - Belt
 - Work shoes
 - Sweatshirt; and
 - Collar Insignia

ARTICLE XX – BULLETIN BOARDS: EMPLOYER FACILITIES

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

ARTICLE XXI – NO STRIKES

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

ARTICLE XXII – UNION ACTIVITY

Section 1.

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 successor thereto ("Executive Order 75").

Section 2.

Effective May 15, 2017, 47 additional 12-hour days per year (564 hours) of paid release time will be available for use by designated Union representatives. The release time days shall be used in a manner consistent with Executive Order 75, and approval for the use of these days shall be subject, to the operational needs of the employing agency. A Union member working a 12-hour schedule who is approved for a full day of release time shall be charged for twelve (12) hours of release time. Use of release time for less than a full 12-hour tour will be charged hour for hour.

ARTICLE XXIII – LABOR-MANAGEMENT COMMITTEE

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE XXIV – 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 XXV – APPENDICES

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

ARTICLE XXVI – SAVINGS CLAUSE

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

WHEREFORE, we have hereunto set our hands and seals this 25th day of June, 2021.

FOR THE CITY OF NEW YORK: **FOR THE UNIFORMED FIRE ALARM DISPATCHERS BENEVOLENT ASSOCIATION:**

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

BY _____/s/_____
FAYE SMYTH
President

APPROVED AS TO FORM:

BY _____/s/_____
ERIC EICHENHOLTZ
Acting Corporation Counsel

June 25th, 2021

UNIT: Fire Alarm Dispatcher, et al.

TERM: May 15, 2010– December 31, 2017

Hold for Side letters

1. MLC Health Agreement
2. Due Process for Provisionals, Side Letter on Provisional Discipline Cases
3. Special FLSA Letter

◀ s24

MAYOR'S OFFICE OF CONTRACT SERVICES

■ NOTICE

Notice of Intent to Issue New Solicitation(s) Not Included in FY 2022 Annual Contracting Plan and Schedule

NOTICE IS HEREBY GIVEN that the Mayor will be issuing the following solicitation(s) not included in the FY 2020 Annual Contracting Plan and Schedule that is published, pursuant to New York City Charter § 312(a):

Agency: NYC Department of Correction
 Description of services sought: Asbestos Abatement & Reinsulation For Various Facilities at Rikers Island
 Start date of the proposed contract: 3/20/2022
 End date of the proposed contract: 2/19/2025
 Method of solicitation the agency intends to utilize: CSB
 Personnel in substantially similar titles within agency: None
 Headcount of personnel in substantially similar titles within agency: 0

◀ s24

CHANGES IN PERSONNEL

CONSUMER AFFAIRS FOR PERIOD ENDING 07/09/21						
NAME	TITLE	NUM	SALARY	ACTION	PROV EFF DATE	AGENCY
COYE	JOSEPH J	33997	\$48883.0000	RESIGNED	YES 06/05/21	866
JACKSON	CHERAY D	10251	\$48479.0000	RESIGNED	NO 06/30/21	866
MATHEWS	ROY	33997	\$61093.0000	RESIGNED	NO 06/19/21	866
MITCHELL	JARED M	33997	\$61093.0000	RESIGNED	YES 06/09/21	866
SYPA	STEVEN	33997	\$42507.0000	APPOINTED	YES 06/27/21	866
WALL	BRANDON R	33997	\$61093.0000	APPOINTED	YES 06/27/21	866
WATTS	JOHN A	13224	\$55000.0000	APPOINTED	YES 06/20/21	866

DEPT OF CITYWIDE ADMIN SVCS FOR PERIOD ENDING 07/09/21						
NAME	TITLE	NUM	SALARY	ACTION	PROV EFF DATE	AGENCY
CAI	NAOMI P	12626	\$57590.0000	INCREASE	NO 05/14/20	868
CEMPA	FRANK	91644	\$508.8000	RETIRED	NO 07/01/21	868
DELEA	STEVEN J	92271	\$423.7100	RETIRED	YES 07/01/21	868
FATOKE OSOBUKOL	ERNEST A	21744	\$64140.0000	APPOINTED	YES 06/20/21	868
GUADELOUPE	ELIAS E	10209	\$18.0000	RESIGNED	YES 02/21/21	868
JOHNSON JR	KENNETH J	56057	\$82000.0000	RESIGNED	YES 06/22/21	868
MARTINEZ	LOUIS P	80609	\$38749.0000	RETIRED	NO 07/03/21	868
MAULTSEY	JERMAINE	80609	\$34291.0000	RETIRED	NO 06/15/21	868
MONTANEZ	JONATHAN E	70817	\$55853.0000	RESIGNED	NO 06/20/21	868
PELTZ	DAVID E	10088	\$68475.0000	PROMOTED	NO 05/23/21	868
RAMOS	LYDIA	90644	\$36915.0000	RESIGNED	YES 06/17/21	868
RAMPRASAD	ASHLEY S	10209	\$17.0000	RESIGNED	YES 06/13/21	868
REINHOLD	JOHN W	91644	\$508.8000	RETIRED	NO 07/02/21	868
ROBINSON	KENNETH A	80609	\$41517.0000	RETIRED	NO 06/24/21	868
WALDVOGEL	ALFRED	56056	\$37666.0000	RETIRED	YES 06/26/21	868

DISTRICT ATTORNEY-MANHATTAN FOR PERIOD ENDING 07/09/21						
NAME	TITLE	NUM	SALARY	ACTION	PROV EFF DATE	AGENCY
ALTABET	DANIEL B	56057	\$45693.0000	APPOINTED	YES 06/20/21	901
AMON	JOSEPHIN K	56057	\$46939.0000	RESIGNED	YES 06/29/21	901
BARRETT	DEVIN L	30114	\$74500.0000	RESIGNED	YES 06/29/21	901
BAYLY	LILLY V	56057	\$44253.0000	APPOINTED	YES 06/20/21	901
BLAZEK	AMANDA F	56057	\$59869.0000	RESIGNED	YES 06/18/21	901
BONGIORNO	JULIANA	10209	\$1.0000	APPOINTED	YES 06/27/21	901
BURKART	BRANDON P	30114	\$95000.0000	RESIGNED	YES 06/29/21	901
CAMPUSANO	YANISA	56057	\$44253.0000	APPOINTED	YES 06/20/21	901
CLANCY III	PETER J	56057	\$44253.0000	APPOINTED	YES 06/20/21	901

DISTRICT ATTORNEY-MANHATTAN FOR PERIOD ENDING 07/09/21						
NAME	TITLE	NUM	SALARY	ACTION	PROV EFF DATE	AGENCY
COHEN	ETHAN Z	56057	\$46939.0000	RESIGNED	YES 06/30/21	901
FEUERMAN	HALEY R	56057	\$44253.0000	APPOINTED	YES 06/27/21	901

BRONX DISTRICT ATTORNEY FOR PERIOD ENDING 07/09/21						
NAME	TITLE	NUM	SALARY	ACTION	PROV EFF DATE	AGENCY
ALBERTS	BRIAN F	10209	\$16.0000	APPOINTED	YES 06/20/21	902
ARGUETA	REBECCA E	10251	\$44198.0000	RESIGNED	NO 06/27/21	902
ASLAM	SAMAN	30105	\$18.8300	APPOINTED	YES 06/20/21	902
BACKER	PRINCESS F	30105	\$18.8300	APPOINTED	YES 06/20/21	902
BAEZ	MARIAH M	10209	\$16.0000	APPOINTED	YES 06/20/21	902
BARKER	GEORGIA D	30114	\$154000.0000	RESIGNED	YES 06/20/21	902
BARKER	RONETTE A	10209	\$16.0000	APPOINTED	YES 06/20/21	902
CENA	ASHLEY	10209	\$16.0000	APPOINTED	YES 06/20/21	902
CHIARA	GIUSEPPE F	30105	\$18.8300	APPOINTED	YES 06/20/21	902
CHOWDHURY	TAMZID N	10209	\$16.0000	APPOINTED	YES 06/20/21	902
CLARKE	SHANNON L	30105	\$18.8300	APPOINTED	YES 06/20/21	902
D'ANGELO	PETER L	30114	\$99200.0000	RESIGNED	YES 06/20/21	902
DATLA	SPOORTHI V	30105	\$18.8300	APPOINTED	YES 06/20/21	902
DEMILIA	BRIANNA M	30105	\$18.8300	APPOINTED	YES 06/20/21	902
DENNIE	KIESHORN M	30105	\$18.8300	APPOINTED	YES 06/20/21	902
DEREJE	FEVEN	10209	\$16.0000	APPOINTED	YES 06/20/21	902
DIAZ	BRIANNA L	10209	\$16.0000	APPOINTED	YES 06/20/21	902
EDINBORO	DANIELLE A	30105	\$18.8300	APPOINTED	YES 06/20/21	902
FACCIOLO III	CARMEN J	12632	\$205400.0000	RESIGNED	YES 06/30/21	902
FERNANDEZ	GIPSY L	30105	\$18.8300	APPOINTED	YES 06/20/21	902
FLEARY	SEBASTIA	10209	\$16.0000	APPOINTED	YES 06/20/21	902
FOLEY	RYAN	30114	\$78300.0000	RESIGNED	YES 06/20/21	902
FRAGOLA	CHRISTIN M	12632	\$130200.0000	RESIGNED	YES 06/20/21	902
FRASIER	DAIQUAN D	30105	\$18.8300	APPOINTED	YES 06/20/21	902
GORIS	GENESIS	10209	\$16.0000	APPOINTED	YES 06/20/21	902
GRULLON	ASHLEY	30105	\$18.8300	APPOINTED	YES 06/20/21	902
GUTIERREZ	NATALIE N	30105	\$18.8300	APPOINTED	YES 06/20/21	902
HARRIS	DANIELLA M	30105	\$18.8300	APPOINTED	YES 06/20/21	902
KENNEDY	VALERIE	30114	\$205400.0000	APPOINTED	YES 06/29/21	902
KHADKA	SAMMRIDD	10209	\$16.0000	APPOINTED	YES 06/20/21	902
MANNING	SARAH H	10209	\$16.0000	APPOINTED	YES 06/20/21	902
MARCK	JOHN G	30114	\$108700.0000	RESIGNED	YES 06/22/21	902
MENDYS, JR.	LOUIS N	30114	\$177300.0000	RESIGNED	YES 06/20/21	902
MOORE	QUIANA C	56057	\$50000.0000	RESIGNED	YES 06/27/21	902
MORRIS	ANGIA E	30105	\$18.8300	APPOINTED	YES 06/20/21	902
MORTON	JENNIFER J	30114	\$78300.0000	RESIGNED	YES 06/20/21	902
MURRAY	ASIA T	30105	\$18.8300	APPOINTED	YES 06/20/21	902
NAH	BARBARA	10209	\$16.0000	APPOINTED	YES 06/20/21	902
NASSER	ABRAHAM M	30105	\$18.8300	APPOINTED	YES 06/20/21	902
OKEREMI	MOFIYINF O	10209	\$16.0000	APPOINTED	YES 06/20/21	902
PADRINAO	PATRICIA	30105	\$18.8300	APPOINTED	YES 06/20/21	902
PERRY III	RICHARD C	10209	\$16.0000	APPOINTED	YES 06/20/21	902
PERSAUD	NIRMALA N	10209	\$16.0000	APPOINTED	YES 06/20/21	902
REID	ABIGAIL S	30105	\$18.8300	APPOINTED	YES 06/20/21	902
RENNA	NICOLE A	30105	\$18.8300	APPOINTED	YES 06/20/21	902
RICHART NOVA	JULIETTE	10209	\$16.0000	APPOINTED	YES 06/20/21	902
RIVERA	ANGEL C	10209	\$16.0000	APPOINTED	YES 06/20/21	902
RODRIGUEZ	BRIANA	56056	\$32520.0000	RESIGNED	YES 06/27/21	902

Table with columns: NAME, SEAN, 53053, \$35254.0000, APPOINTED, NO, 06/20/21, 057. Includes entries for EGBERT, ESPINOZA, ETIENNE, FEASTER, GAGLIANO, GARCIA, GIORLANDO, GUCCIONE, HAMM, HAUGHTON, JONES JR, KANE, KANTERMAN, KEANE, KEPPLER, KHALEF, LAJARA, LOGUE, LORENZI, LOUGIAKIS, LUDEWIG, LYNCH, MAHONEY, MANNA, MARTIN, MARTIR, MCSORLEY, MENELAS, MITRA, MONK, MORGAN, MURPHY, MUSCHELLO, NAVARRO-TILLEY, NG, O'DONNELL, O'DONOGHUE, ORTEGA, PERRONE, PIROG, PUERTO, RAMIREZ.

FIRE DEPARTMENT FOR PERIOD ENDING 07/23/21

Table with columns: NAME, DIANE, 10251, \$25.1800, RESIGNED, NO, 07/15/21, 057. Includes entries for RIVERA, RODRIGUEZ, ROMAIN, SCHWARTZ, SHANNON JR, SIFF, SIRGANT IV, SIU, SPARKS, SUCHECKI, THOMPSON, TORRES, TRAPP, TRIUNFEL, TUAH, WALSH, WICK, WILLIAMS, WILSON, WOLFER.

ADMIN FOR CHILDREN'S SVCS FOR PERIOD ENDING 07/23/21

Table with columns: NAME, HELENE, 52366, \$55125.0000, RESIGNED, NO, 07/02/21, 067. Includes entries for ADAMS, ADEYEMI, AHMED, ALEXANDER, ALFORD, ANASTASIO, ARRINGTON, BACHAS, BAILLY, BAIN, BAKER, BELLASSE, BRADLEY, COPPER, FIELDS, FIGUEROA, HARNEY, HARRIS, HAYES, HENRY, HERRICK.

ADMIN FOR CHILDREN'S SVCS FOR PERIOD ENDING 07/23/21

Table with columns: NAME, MELISSA, 10026, \$198000.0000, INCREASE, NO, 06/06/21, 067. Includes entries for HESTER, HILL, HINES-JOHNSON, JONES, KAPLAN, KHALLEQUE, MCPHERSON, MENDEZ, MIKHEDA, MOLINA, MONDAL, MOODY SR, MULLINS, MUNROE, NORALES OLIVA, PICHARDO, PLASENCIA, POUPONNEAU, RAINFORD, SCHECHTMAN, SMITH, SUBER, SUGGS, TAN, THEVENIN, THOMAS, TRONCOSO, VICENTE, VILLANUEVA, WHITE, YOUSIF, ZHANG.

HRA/DEPT OF SOCIAL SERVICES FOR PERIOD ENDING 07/23/21

Table with columns: NAME, RAVI, 95710, \$94000.0000, APPOINTED, YES, 06/27/21, 069. Includes entries for ADAIA, BAPTISTE, BLADEN, BORDEN, BRAZIER, BREWER, BROWN, BRYANT, CASTILLO.

HRA/DEPT OF SOCIAL SERVICES FOR PERIOD ENDING 07/23/21

Table with columns: NAME, SEAN, 95710, \$118000.0000, APPOINTED, YES, 07/11/21, 069. Includes entries for CHRIS, CHRISTOPHER, CLENDON, COLON, CONWELL-FELIX.

LATE NOTICE

OFFICE OF THE MAYOR

PUBLIC HEARINGS

OFFICE OF THE MAYOR NOTICE OF A PUBLIC HEARING

PURSUANT TO STATUTORY REQUIREMENT, NOTICE IS HEREBY GIVEN that a public hearing as part of Local Law 24 of 2021 will be held by remote means on Friday, October 1, 2021, at 1:00 P.M. To obtain information on how to access the hearing, or to register to speak at the hearing, please email cityleg@cityhall.nyc.gov, or call 311. Please note that, if you require special accommodations to participate, you must request it 3 days in advance of the hearing by sending an email to the aforementioned email address or by calling 311. The hearing can be viewed live on NYC.gov.

Bill de Blasio Mayor