

PROCUREMENT

THE CITY RECO

Official Journal of The City of New York

THE CITY RECORD U.S.P.S. 0114-660
Printed on paper containing 30% post-concentrations

Price: \$4.00

VOLUME CXLV NUMBER 209

MONDAY, OCTOBER 29, 2018

Landmarks Preservation Commission . . 5814

Economic Development Corporation.... 5815

Contracts..... 5815

Agency Chief Contracting Office 5815

Brooklyn Navy Yard Development Corp.	
	<i>Operations</i>
TABLE OF CONTENTS	Chief Medical Examiner 5785
	<i>Procurement</i>
PUBLIC HEARINGS AND MEETINGS	Citywide Administrative Services 5786
Board Meetings 5777	Office of Citywide Procurement 5786
City Council	Design and Construction 5786
City Planning Commission 5778	Agency Chief Contracting Officer 5786
Citywide Administrative Services 5781	Environmental Protection 5787
Board of Education Retirement System . 5781	Purchasing Management 5787
Housing Authority 5782	Health and Mental Hygiene 5787
Landmarks Preservation Commission 5782	Agency Chief Contracting Officer 5787
	Housing Authority 5787
COURT NOTICES	Supply Management 5787
Supreme Court 5782	Human Resources Administration 5787
<i>Bronx County</i>	Parks and Recreation 5787
<i>Queens County</i>	Office of Payroll Administration 5788
<i>Court Notice Maps</i>	Transportation
	Cityscape and Franchises 5788
PROPERTY DISPOSITION	
Citywide Administrative Services 5784	SPECIAL MATERIALS
Office of Citywide Procurement 5784	Office of Labor Relations 5789
Housing Preservation and Development . 5784	Changes in Personnel 5814

LATE NOTICE

THE CITY RECORD

BILL DE BLASIO

Mayor

LISETTE CAMILO

Commissioner, Department of Citywide Administrative Services

ELI BLACHMAN

Editor, The City Record

JANAE C. FERREIRA

Assistant Editor, The City Record

Published Monday through Friday except legal holidays by the New York City Department of Citywide Administrative Services under Authority of Section 1066 of the New York City Charter.

Subscription \$500 a year, \$4.00 daily (\$5.00 by mail). Periodicals Postage Paid at New York, NY OSTMASTER: Send address changes to THE CITY RECORD, 1 Centre Street, 17th Floor, New York, NY 10007-1602

Editorial Office/Subscription Changes: The City Record, 1 Centre Street, 17th Floor, New York, NY 10007-1602 (212) 386-0055

Visit The New City Record Online (CROL) at www.nyc.gov/cityrecord for a searchable database of all notices published in the City Record.

PUBLIC HEARINGS AND

Police...... 5784

Administration for Children's Services. . 5785

Aging...... 5785

Services..... 5785

Contract Procurement and Support

See Also: Procurement; Agency Rules

BOARD MEETINGS

MEETINGS

■ MEETING

City Planning Commission

Meets in Spector Hall, 22 Reade Street, New York, NY 10007, twice monthly on Wednesday, at 10:00 A.M., unless otherwise ordered by the Commission.

City Council

Meets by Charter twice a month in Councilman's Chamber, City Hall, Manhattan, NY 10007, at 1:30 P.M.

Contract Awards Public Hearing

Meets in Spector Hall, 22 Reade Street, Main Floor, Manhattan, weekly, on Thursday, commencing 10:00 A.M., and other days, times and location as warranted.

Civilian Complaint Review Board

Generally meets at 10:00 A.M. on the second Wednesday of each month at 40 Rector Street, 2nd Floor, New York, NY 10006. Visit http://www. nyc.gov/html/ccrb/html/meeting.html for additional information and scheduling changes.

Design Commission

Meets at City Hall, Third Floor, New York, NY 10007. For meeting schedule, please visit nyc.gov/designcommission or call (212) 788-3071.

Department of Education

Meets in the Hall of the Board for a monthly business meeting on the Third Wednesday, of each month at 6:00 P.M. The Annual Meeting is held on the first Tuesday of July at 10:00 A.M.

Board of Elections

32 Broadway, 7th Floor, New York, NY 10004, on Tuesday, at 1:30 P.M. and at the call of the Commissioner.

Environmental Control Board

Meets at 100 Church Street, 12th Floor, Training Room #143, New York, NY 10007 at 9:15 A.M. once a month at the call of the Chairman. **Board of Health**

Meets at Gotham Center, 42-09 28th Street, Long Island City, NY 11101, at 10:00 A.M., quarterly or at the call of the Chairman.

Health Insurance Board

Moets in Poor Foo March 18 2022

Meets in Room 530, Municipal Building, Manhattan, NY 10007, at the call of the Chairman.

Board of Higher Education

Meets at 535 East 80th Street, Manhattan, NY 10021, at 5:30 P.M., on fourth Monday in January, February, March, April, June, September, October, November and December. Annual meeting held on fourth Monday in May.

Citywide Administrative Services

Division of Citywide Personnel Services will hold hearings as needed in Room 2203, 2 Washington Street, New York, NY 10004.

Commission on Human Rights

Meets on 10th Floor in the Commission's Central Office, 40 Rector Street, New York, NY 10006, on the fourth Wednesday of each month, at 8:00 A.M.

In Rem Foreclosure Release Board

Meets in Spector Hall, 22 Reade Street, Main Floor, Manhattan, Monthly on Tuesdays, commencing 10:00 A.M., and other days, times and location as warranted.

Franchise and Concession Review Committee

Meets in Spector Hall, 22 Reade Street, Main Floor, and other days, times and location as warranted.

Real Property Acquisition and Disposition

Meets in Spector Hall, 22 Reade Street, Main Floor, Manhattan, bi-weekly, on Wednesdays, commencing 10:00 A.M., and other days, times and location as warranted.

Landmarks Preservation Commission

Meets in the Hearing Room, Municipal Building, 9th Floor North, 1 Centre Street in Manhattan on approximately three Tuesday's each month, commencing at 9:30 A.M. unless otherwise noticed by the Commission. For current meeting dates, times and agendas, please visit our website at www.nyc.gov/landmarks.

Employees' Retirement System

Meets in the Boardroom, 22nd Floor, 335 Adams Street, Brooklyn, NY 11201, at 9:30 A.M., on the third Thursday of each month, at the call of the Chairman.

Housing Authority

Board Meetings of the New York City Housing Authority are scheduled for the last Wednesday of each month (except August) at 10:00 A.M. in the Board Room on the 12th Floor of 250 Broadway, New York, NY 10007 (unless otherwise noted). Any changes to the schedule will be posted here and on NYCHA's website at http://www.nyc.gov/html/nycha/html/about/boardmeeting_schedule.shtml to the extent practicable at a reasonable time before the meeting. For additional information, please visit NYCHA's website or contact (212) 306-6088.

Parole Commission

Meets at its office, 100 Centre Street, Manhattan, NY 10013, on Thursday, at 10:30 A.M.

Board of Revision of Awards

Meets in Room 603, Municipal Building, Manhattan, NY 10007, at the call of the Chairman.

Board of Standards and Appeals

Meets at 40 Rector Street, 6th Floor, Hearing Room "E" on Tuesdays at 10:00 A.M. Review Sessions begin at 9:30 A.M. and are customarily held on Mondays preceding a Tuesday public hearing in the BSA conference room on the 9th Floor of 40 Rector Street. For changes in the schedule, or additional information, please call the Application Desk at (212) 513-4670 or consult the bulletin board at the Board's Offices, at 40 Rector Street, 9th Floor.

Tax Commission

Meets in Room 936, Municipal Building, Manhattan, NY 10007, each month at the call of the President. Manhattan, monthly on Wednesdays, commencing 2:30 P.M.

CITY COUNCIL

■ PUBLIC HEARINGS

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

The Subcommittee on Zoning and Franchises, will hold a public hearing in the Council Chambers Room, City Hall, New York, NY 10007, commencing at 9:30 A.M. on November 1, 2018:

M1 HOTEL TEXT AMENDMENT

CITYWIDE N 180349 ZRY

Application submitted by 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, to modify Article IV, Chapter 2 (Use Regulations), and related Sections, to create a special permit for new hotels, motels, tourist cabins and boatels in M1 Districts, and to establish APPENDIX K (Excluded Areas in M1 Districts).

M1 HOTEL TEXT AMENDMENT

CITYWIDE N 180349(A) ZRY

Application submitted by 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, to modify Article IV, Chapter 2 (Use Regulations), and related Sections, to create a special permit for new hotels, motels, tourist cabins and boatels in M1 Districts, and to establish APPENDIX K (Excluded Areas in M1 Districts).

The Subcommittee on Landmarks, Public Siting and Maritime Uses, will hold a public hearing on the following matters, in the Council Committee Room, 16th Floor, 250 Broadway, New York, NY 10007, commencing at 11:00 A.M. on November 1, 2018:

FRIENDS OF CROWN HEIGHTS 17

BROOKLYN CB - 8

C 170146 PQK

Application submitted by the Administration for Children's Services and the Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City Charter, for the acquisition of property, located at 921 Hegeman Avenue (Block 4315, Lot 40), for continued use as a child care facility.

DOT BROOKLYN FLEET SERVICES

BROOKLYN CB - 6

C 180418 PCK

Application submitted by the Department of Transportation and the Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City Charter, for the site selection and acquisition of property, located at 25 14th Street (Block 1031, Lots 1, 62, 67, and 71), for a fleet vehicle maintenance and repair facility.

UFBCO CHILD CARE CENTER

MANHATTAN CB-12

C 150263 PQM

Application submitted by the Administration for Children's Services and the Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City Charter, for the acquisition of property, located at 474 West 159th Street (Block 2108, Lot 23), for continued use as a child care facility.

o26-n1

CITY PLANNING COMMISSION

■ PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that resolutions have been adopted by the City Planning Commission, scheduling a public hearing on the following matters to be held, at New York City Planning Commission Hearing Room, Lower Concourse, 120 Broadway, New York, NY, on Wednesday, October 31, 2018, at 10:00 A.M.

BOROUGH OF THE BRONX No. 1 4697 THIRD AVENUE

CD 6

C 190026 HAX

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

- 1. pursuant to Article 16 of the General Municipal Law of New York State for:
 - a) the designation of properties, located at 4697 Third Avenue (Block 3041, Lots 38 and 40) as an Urban Development Action Area; and
 - b) an Urban Development Action Area Project for such
- pursuant to Section 197-c of the New York City Charter for the disposition of such property to a developer to be selected by HPD;

to facilitate a mixed-use building containing approximately 52 affordable housing units and commercial space.

BOROUGH OF MANHATTAN Nos. 2 & 3

WATERSIDE PLAZA No. 2

06

C 190064 HDM

IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD), pursuant to Section 197-c of the New York City Charter, for the disposition of City-Owned property, (Block 991, Lots 60 and 61), within the Waterside Plaza Urban Renewal Area.

No. 3

N

C 190065 HUM

IN THE MATTER OF an application submitted by the Department of Housing Preservation and Development (HPD), pursuant to Section 505 of Article 15 of the General Municipal (Urban Renewal), Law of New York State, and Section 197-c of the New York City Charter, for the First Amendment to the Waterside Plaza Urban Renewal Plan.

BOROUGH OF QUEENS No. 4 100-03 NORTH CONDUIT AVENUE REZONING

CD 10

C 170492 ZMQ

IN THE MATTER OF an application submitted by Cohancy Realty LLC, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 18b, establishing within an existing R3X District, a C2-2 District, bounded by Cohancy Street, a line 190 feet northerly of North Conduit Avenue, the northeasterly boundary of a Railroad Right-Of-Way (N.Y.C.T.A. Rockaway Beach Division), and North Conduit Avenue, as shown on a diagram (for illustrative purposes only), dated August 20, 2018, and subject to the conditions of CEQR Declaration E-493.

BOROUGH OF STATEN ISLAND OLMSTED-BEIL HOUSE PARK

C 190061 PCR CD 3

IN THE MATTER OF an application submitted by the Department of Parks and Recreation, and the Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City Charter, for the site selection and acquisition of property, located at 4485 Hylan Boulevard (Block 5378, Lots 80 and 99), for use as a park.

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



o17-31

NOTICE IS HEREBY GIVEN that resolutions have been adopted by the City Planning Commission, scheduling a public hearing on the following matters, to be held at NYC City Planning Commission Hearing Room, Lower Concourse, 120 Broadway, New York, NY, on Wednesday, November 14, 2018, at 10:00 A.M.

BOROUGH OF THE BRONX Nos. 1 & 2 EAST 241ST STREET REZONING No. 1

CD 12

C 180083 ZMX

IN THE MATTER OF an application submitted by Enclave on 241st LLC, pursuant to Sections 197-c and 201 of the New York City Charter for the amendment of the Zoning Map, Section No. 2a:

- changing from an M1-1 District to an R7D District property bounded by East 241st Street, Furman Avenue, East 240th Street and White Plains Road: and
- establishing within the proposed R7D District a C2-4 District bounded by East 241st Street, Furman Avenue, East 240th Street and White Plains Road:

as shown on a diagram (for illustrative purposes only) dated August 20, 2018, and subject to the conditions of the CEQR Declaration E-484.

No. 2

N 180084 ZRX

IN THE MATTER OF an application submitted by Enclave on 241st, 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 Housing Inclusionary area, and to APPENDIX I to extend Transit Zone 1.

Matter <u>underlined</u> 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

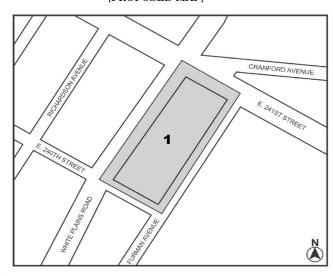
Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas

THE BRONX

Bronx Community District 12

Map 1 - [date of adoption]

[PROPOSED MAP]



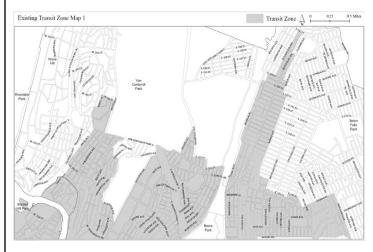
Mandatory Inclusionary Housing Program Area see Section 23-154 (d) (3) Area 1 — [date of adoption] — MIH Program Option 1 and Option 2

Portion of Community District 12, The Bronx

APPENDIX I

Transit Zone

[EXISTING MAP]



[PROPOSED MAP]



BOROUGH OF BROOKLYN

Nos. 3 & 4

895 BEDFORD AVENUE REZONING

No. 3

CD 3 C 180229 ZMK

IN THE MATTER OF an application submitted by 895 Bedford Avenue Realty, LLC, pursuant to Sections 197-c and 201 of the New York City Charter for an amendment to the Zoning Map, Section No. 17a:

- changing from an M1-2 District to an R7A District property bounded by a line 80 feet northerly of Willoughby Avenue, Spencer Street, Willoughby Avenue and Bedford Avenue; and
- establishing within the proposed R7A District a C2-4 District bounded by a line 80 feet northerly of Willoughby Avenue, Spencer Street, Willoughby Avenue, and Bedford Avenue;

Borough of Brooklyn, Community District 3, as shown on a diagram (for illustrative purposes only) dated August 24, 2018, and subject to the conditions of CEQR Declaration E-491.

No. 4

CD 3 N 180230 ZRK

IN THE MATTER OF an application submitted by 895 Bedford Avenue Realty, 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 <u>underlined</u> 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

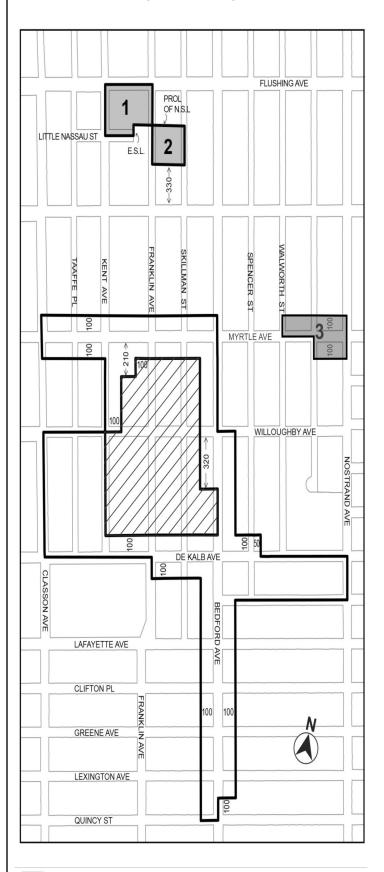
* * *

Brooklyn Community District 3

* * *

Map 3 - [date of adoption]

[EXISTING MAP]



Inclusionary Housing Designated Area

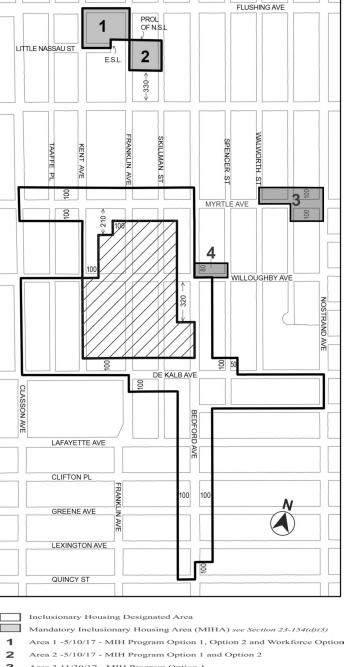
Mandatory Inclusionary Housing Area (MIHA) see Section 23-154(d)(3)

1 Area 1 -5/10/17 - MIH Program Option 1, Option 2 and Workforce Option

2 Area 2 -5/10/17 - MIH Program Option 1 and Option 2

3 Area 3 11/30/17 - MIH Program Option 1
Excluded Area

[PROPOSED MAP]



3 Area 3 11/30/17 - MIH Program Option 1

4 Area 4 -[date of adoption] - MIH Program Option 1 and Option 2

Portion of Community District 3, Brooklyn

BOROUGH OF MANHATTAN No. 5 51 WHITE STREET

IN THE MATTER OF an application submitted by 51 White Street LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-711 of the Zoning Resolution to modify the height and setback requirements of Section 23-662 (Maximum height of buildings and setback regulations) and Section 23-692 (Height limitations for narrow buildings or enlargements), the inner court requirements of Section 23-85 (Inner Court Regulations) and the minimum distance between legally required windows and walls or lot lines requirements of Section 23-86 (Minimum Distance Between Legally Required Windows and Walls or

Lot Lines), to facilitate the vertical enlargement of an existing 5-story building, on property located at 51 White Street (Block 175, Lot 24), in a C6-2A District, within the Tribeca East Historic District.

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.

BOROUGH OF STATEN ISLAND No. 6 DOT STATEN ISLAND VEHICLE MAINTENANCE & REPAIR **FACILITY**

C 180514 PQR IN THE MATTER OF an application submitted by the Department of Transportation and the Department of Citywide Administrative Services, pursuant to Section 197-c of the New York City Charter, for the acquisition of property, located at 1893 Richmond Terrace (Block 185, Lot 501) for a vehicle maintenance and repair facility.

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

◆ o29-n14

CITYWIDE ADMINISTRATIVE SERVICES

■ PUBLIC HEARINGS

DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES DIVISION OF CITYWIDE PERSONNEL SERVICES

PUBLIC NOTICE IS HEREBY GIVEN of a public hearing, on a proposal to use a Civil Service List for another Civil Service Title, of the City of New York.

A public hearing will be held by the Commissioner of Citywide Administrative Services, in accordance with Rule 2.6 of the Personnel Rules and Regulations of the City of New York, at 22 Reade Street, Spector Hall, 1st Floor, New York, NY 10007, on October 31, 2018, at 10:00 A.M.

For more information go to the DCAS website at: http://www.nyc.gov/html/dcas/html/work/Public_Hearing.shtml.

WHEREAS, the DCAS Commissioner has determined that it would be in the best interest of the Civil Service of the City of New York, to make the Stock Worker, Open Competitive, Title Code No. 12200: Exam No. 6031 eligible list appropriate for filling positions, in the title of Housing Stock Worker, Title Code No. 12203.

WHEREAS, this action is not a precedent for any future list for Stock Worker, Title Code No. 12200, unless specifically authorized by the Commissioner; Now therefore be it

RESOLVED, that it is hereby amended under the heading of **DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES**, NEW YORK CITY [868] as follows:

- The subject eligible list, is made appropriate for filling positions in the title of Housing Stock Worker, Title Code No. 12203. This action is not a precedent for any future list for Stock Worker, unless specifically authorized by the Commissioner.
 - Eligibles accepting an appointment as Housing Stock Worker from the subject list will remain on the open competitive list for Stock Worker 12200, Exam No. 6031.

Accessibility questions: DCAS Accessibility (212) 386-0256. accessibility@dcas.nyc.gov, by: Tuesday, October 30, 2018, 5:00 P.M.



o26-30

BOARD OF EDUCATION RETIREMENT SYSTEM

■ MEETING

The Board of Trustees of the Board of Education Retirement System, will be meeting at 5:00 P.M., on Tuesday October 30, 2018, at the Michael J. Petrides School, at (715 Ocean Terrace, Staten Island, NY 10301, Room TBD).

Accessibility questions: Leslie Kearns (929) 305-3742, lkearns2@bers. nyc.gov, by: Monday, October 29, 2018, 3:00 P.M.



HOUSING AUTHORITY

■ MEETING

The next Board Meeting of the New York City Housing Authority, is scheduled for Wednesday, October 31, 2018, at 10:00 A.M., in the Board Room, on the 12th Floor of 250 Broadway, New York, NY (unless otherwise noted). Copies of the Calendar are available on NYCHA's website, or can be picked up, at the Office of the Corporate Secretary, at 250 Broadway, 12th Floor, New York, NY, no earlier than 24 hours before the upcoming Board Meeting. Copies of the Minutes are also available on NYCHA's website, or can be picked up, at the Office of the Corporate Secretary, no earlier than 3:00 P.M., on the Thursday after the Board Meeting.

Any changes to the schedule will be posted here and on NYCHA's website, at http://www1.nyc.gov/site/nycha/about/board-calendar.page, to the extent practicable, at a reasonable time before the meeting.

The meeting is open to the public. Pre-Registration at least 45 minutes before the scheduled Board Meeting, is required by all speakers. Comments are limited to the items on the Calendar. Speaking time will be limited to three minutes. The public comment period will conclude upon all speakers being heard, or at the expiration of 30 minutes allotted by law for public comment, whichever occurs first.

For additional information, please visit NYCHA's website or contact $(212)\ 306-6088$.

Accessibility questions: Office of the Corporate Secretary (212) 306-6088 or by email at corporate.secretary@nycha.nyc.gov, by: Wednesday, October 17, 2018, 5:00 P.M.



o10-31

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, October 30, 2018, a public hearing will be held, at 1 Centre Street, 9th Floor, Borough of Manhattan, with respect to the following properties 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. Any person requiring reasonable accommodation in order to participate in the hearing or attend the meeting, should contact the Landmarks Commission no later than five (5) business days before the hearing or meeting.

16 Court Street - Borough Hall Skyscraper Historic District LPC-19-24141 - Block 250 - Lot 44 - Zoning: C5-2A CERTIFICATE OF APPROPRIATENESS

A Neo-Romanesque style office building, designed by H. Craig Severence and built in 1925-27. Application is to install signage.

211 MacDonough Street - Stuyvesant Heights Historic District LPC-19-2618 - Block 1669 - Lot 77 - Zoning: R6B CERTIFICATE OF APPROPRIATENESS

An apartment house, designed by J.G. Glover and built in 1886. Application is to legalize the installation of windows and a painted sign without Landmarks Preservation Commission permit(s), and to install new storefront infill, signage and barrier-free access.

1139 Dean Street - Crown Heights North Historic District LPC-19-27324 - Block 1206 - Lot 72 - Zoning: R6B CERTIFICATE OF APPROPRIATENESS

A Neo-Grec style rowhouse, designed by John Mumford and built in 1881. Application is to legalize modifying the stoop and replacement of areaway fence, without Landmarks Preservation Commission permit(s).

1062 Clay Avenue - Clay Avenue Historic District LPC-19-31566 - Block 2425 - Lot 13 - Zoning: R7-1 CERTIFICATE OF APPROPRIATENESS

A transitional Romanesque Revival/Neo-Renaissance style two-family house, designed by Warren C. Dickerson and built in 1901-02. Application is to replace windows.

209 Flagg Place - Individual Landmark LPC-19-15038 - Block 891 - Lot 1 - Zoning: R1-1 CERTIFICATE OF APPROPRIATENESS

An estate including a Dutch Colonial Revival style mansion, designed by Ernest Flagg and built in 1898, altered in 1907, with Palladianinspired details; and related accessory buildings. Application is to construct new single-family dwellings on the property and to alter and restore the mansion. 131-135 Duane Street - Tribeca South Historic District LPC-19-4959 - Block 147 - Lot 2 - Zoning: C6-2A CERTIFICATE OF APPROPRIATENESS

An Italianate style store and loft building, built in 1861-62. Application is to construct a rooftop addition.

770 Broadway, 133-147 East 8th Street, 42-58 4th Avenue, and 74 86 East 9th Street - NoHo Historic District LPC-19-25194 - Block 554 - Lot 1 - Zoning: C6-2 CERTIFICATE OF APPROPRIATENESS

A Renaissance Revival style department store building, designed by D.H. Burnham & Co. and built in 1903-07, with an addition built in 1924-25. Application is to install illuminated signage.

 $272\ \mathrm{West}\ 10\mathrm{th}\ \mathrm{Street}$ - Greenwich Village Historic District Extension

LPC-19-31392 - Block 630 - Lot 12 - Zoning: R6 CERTIFICATE OF APPROPRIATENESS

A Neo-Grec style school building and playground, designed by David I. Stagg and built in 1885-1886. Application is to demolish the perimeter wall and garage; construct a new building extension; and install rooftop mechanical equipment and screens.

16 West 22nd Street - Ladies' Mile Historic District LPC-19-25950 - Block 823 - Lot 29 - Zoning: C6-4A CERTIFICATE OF APPROPRIATENESS

A Neo-Renaissance store and loft building, designed by William Harvey Birkmire and built in 1910. Application is to install entrance infill, a canopy, and light fixtures.

160 East 70th Street - Upper East Side Historic District LPC-19-26801 - Block 1404 - Lot 147 - Zoning: R8B CERTIFICATE OF APPROPRIATENESS

An Italianate style rowhouse, originally designed by William McNamara and built in 1872-74, re-designed with Neo-Classical style elements, by Wallace McCrea in 1925, and altered again in 1961 by Thomas Lehreche. Application is to alter and reconstruct the front façade, excavate the areaway and construct rooftop and rear yard additions.

1082 Park Avenue - Park Avenue Historic District LPC-19-28234 - Block 1500 - Lot 7501 - Zoning: R10 CERTIFICATE OF APPROPRIATENESS

A Mediterranean Revival style commercial building, designed by Frederick T. Camp and built in 1886-87, and altered in 1925 by Augustus N. Allen. Application is to modify a rooftop addition.

o17-30

COURT NOTICES

SUPREME COURT

BRONX COUNTY

■ NOTICE

BRONX COUNTY
I.A.S. PART 21
NOTICE OF PETITION
INDEX NUMBER 42726/2018E
CONDEMNATION PROCEEDING

IN THE MATTER OF the Application of the CITY OF NEW YORK, Relative to Acquiring Title in Fee Simple Absolute to BLOCK 2349, LOTS 103 and 107, and part of LOT 100, located in the Bronx, for a

LOWER CONCOURSE NEIGHBORHOOD WATERFRONT PARK,

Located in the area generally, bounded by the Major Deegan Boulevard, the Harlem River, and the extension of East $144^{\rm th}$ Street and East $146^{\rm th}$ Street, Borough of the Bronx, City and State of New York.

PLEASE TAKE NOTICE that the City of New York (the "City") intend to make an application to the Supreme Court of the State of New York, Bronx County, IA Part 21, for the certain relief.

The application will be made at the following time and place: Bronx County Courthouse, located at 851 Grand Concourse, Bronx, NY 10451, City and State of New York, Room 704, on Monday, November 19, 2018, at 9:30 A.M., or as soon thereafter as counsel can be heard.

The application is for an order:

- authorizing the City to file and acquisition map in the Office of the City Register;
- directing that, upon the filing of the order granting the relief sought in this petition and the filing of the acquisition map, title to the property sought to be acquired and described below shall vest in the City in fee simple absolute;

providing that the just compensation which should be made to the owners of the interests in real property sought to be acquired and described below be ascertained and determined by the Court without a jury;

- d. directing that within thirty days of the entry of order granting the petition vesting title to the property described below, the City shall cause a notice of acquisition to be published in at least ten successive issues to The City Record, an official newspaper published in the City of New York, and shall serve a copy of such notice by first class mail on each condemnee or his, her or its attorney of record;
- e. directing that each condemnee shall have a period of one calendar year from service of the Notice of Acquisition for this proceeding I which to file a written claim, demand or notice of appearance with the Clerk of this Court and to serve a copy of the same upon the Corporation Counsel of the City of New York, 100 Church Street, New York, NY, 10007, Attn: Deborah R. Kerzhner, Assistant Corporation Counsel.

The City of New York, in this proceeding, intends to acquire title in fee simple absolute to brought for the acquisition in fee of Tax Block 2349 Lot 103, 107 and part of 100, located in the Borough of the Bronx, City and State of New York, for the creation of a LOWER CONCOURSE NEIGHBORHOOD WATERFRONT PARK.

The lands and premises to be acquired in this proceeding in fee simple absolute with the buildings and improvements thereon erected, are the entirely of Lots 103 and 107 and part of Lot 100 in Block 2349, in the Borough of the Bronx, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Exterior Street (width varies), said point distant 383.89 feet southerly from the corner formed by the intersection of the westerly side of Exterior Street with the southerly side of East $149^{\rm th}$ Street (150 feet wide);

RUNNING THENCE southerly along the westerly side of Exterior Street the following two (2) courses and distances:

- Along a line forming an interior angle of 74 degrees, 03 minutes, 35 seconds with the last course of this acquisition parcel, a distance of 302.78 feet to an angle point;
- Along the said line forming an interior angle of 196 degrees, 30 minutes, 25 seconds with the last-mentioned course, a distance of 39.10 feet to an angle point;

RUNNING THENCE through Lot 100 the following eight (8) courses and distances:

- Along a line forming an interior angle of 105 degrees, 56 minutes, 25 seconds with the last-mentioned course, a distance of 281.35 feet to an angle point;
- 2. Along a line forming an interior angle of 99 degrees, 43 minutes, 14 seconds with the last-mentioned course, a distance of 11.19 feet to an angle point;
- 3. Along a line forming an interior angle of 259 degrees, 08 minutes, 26 seconds with the last-mentioned course, a distance of 27.09 feet to an angle point:
- Along a line forming an interior angle of 90 degrees, 00 minutes, 00 seconds with the last-mentioned course, a distance of 153.61 feet to an angle point;
- Along a line forming an interior angle of 92 degrees, 48 minutes, 48 seconds with the last-mentioned course, a distance of 5.74 feet to an angle point;
- Along a line forming an interior angle of 268 degrees, 27 minutes, 24 seconds with the last-mentioned course, a distance of 105.00 feet to an angle point;
- 7. Along a line forming an interior angle of 271 degrees, 32 minutes, 36 seconds with the last-mentioned course, a distance of 32.50 feet to an angle point;
- 8. Along a line forming an interior angle of 98 degrees, 02 minutes, 46 seconds with the last-mentioned course, a distance of 11.40 feet to an angle point;

RUNNING THENCE along the division line between Lots 100 and 112, said line forming an interior angle of 89 degrees, 22 minutes, 49 seconds with the last-mentioned course, a distance of 370.35 feet (370.34 feet record) to the point and place of BEGINNING.

Said parcel containing an area of 98,189 square feet or 2.254 acres.

a. A permanent (aerial) easement (NYS Appropriation Map 35 Parcel 60) for the overhead structure of the Major Deegan Expressway (I-87), crossing over the southeasterly portion of the above-described premises and recorded under

- CRFN#2013000250016 and CRFN 2013000347489.
- b. A permanent (aerial) easement (NYS Appropriation Map 37 Parcel 62) for the overhead structure of the Major Deegan Expressway (I-87), crossing over the southeasterly portion of the above-described premises and recorded under CRFN#2013000291696 and CRFN 2013000402277.
- c. A permanent (aerial) easement (NYS Appropriation Map 38 Parcel 63) for the overhead structure of the Major Deegan Expressway (I-87), crossing over the northeasterly portion of the above-described premises and recorded under CRFN#2013000244094 and CRFN 2014000179144.
- d. A permanent easement (NYS Appropriation Map 55 Parcels 73 and 74) for the concrete foundation of the Full Freight Access Program Oak Point Link, affecting the above-described premises and recorded in Reel 541 Page 1805 and Reel 541 Page 1807.

The above parcel consists of the entirety of Tax Lots 103, 107 and a portion of Tax Lot 100, as shown on the Tax Map of the City of New York for the Borough of Bronx, as said map existed on January 25, 2017

Surveys, maps or plans of the property to be acquired are on file in the office of the Corporation Counsel of the City of New York, 100 Church Street, New York, NY 10007.

PLEASE TAKE FURTHER NOTICE THAT, pursuant to EDPL \S 402(B)(4), any party seeking to oppose the acquisition must interpose a verified answer, which must contain a specific denial of each material allegation of the petition controverted by the opponent, or any statement of new matter deemed by the opponent to be a defense to the proceeding. Pursuant to CPLR \S 403, said answer must be served upon the office of the Corporation Counsel at least seven days before the date that the petition is noticed to be heard.

Dated: New York, NY October 12, 2018 ZACHARY W. CARTER Corporation Counsel of the City of New York Attorney for the Condemnor, 100 Church Street New York, NY 10007 (212) 356-2170

SEE MAP(S) IN BACK OF PAPER

o22-n2

QUEENS COUNTY

■ NOTICE

QUEENS COUNTY I.A.S. PART 38 NOTICE OF PETITION INDEX NUMBER 715181/2018 CONDEMNATION PROCEEDING

IN THE MATTER OF the Application of the CITY OF NEW YORK, relative to acquiring title in fee simple absolute to certain real property known as Queens County Tax Block 2448, Lot 60, required as a site for the construction of and access to the

THIRD WATER TUNNEL SHAFT 18B - STAGE 2,

Located in the Borough of Queens, City and State of New York.

PLEASE TAKE NOTICE, that the City of New York (the "City") intend to make an application to the Supreme Court of the State of New York, Queens County, IA Part 38, for certain relief.

The application will be made at the following time and place: at the Queens County Courthouse, located at 88-11 Sutphin Boulevard, in the Borough of Queens, City and State of New York, on Thursday, November 8, 2018 at 10:00 A.M., or as soon thereafter as counsel can be heard

The application is for an order:

- a. authorizing the City to file an acquisition map in the City Register's Office;
- directing that, upon the filing of the order granting the relief sought in this petition and the filing of the acquisition map in the City Register's Office, title to the property sought to be acquired and described below shall vest in the City in fee simple absolute;
- c. providing that the compensation which should be made to the owners of the property sought to be acquired and described below be ascertained and determined by the Court without a jury;
- d. directing that within thirty days of the entry of the order granting the petition vesting title, the City shall cause a notice of acquisition to be published in at least ten successive issues of The City Record, an official newspaper published in the City of New York, and shall serve a copy of such notice by first class mail on each condemnee or

his, her, or its attorney of record;

directing that each condemnee shall have a period of one calendar year from the vesting date of this proceeding, in which to file a written claim, demand or notice of appearance with the Clerk of the Court and to serve a copy of the same upon the Corporation Counsel of the City of New York, 100 Church Street, New York, NY 10007.

The City of New York, in this proceeding, intends to acquire title in fee simple absolute to certain real property where not heretofore acquired for the construction of and access to the THIRD WATER TUNNEL SHAFT 18B – STAGE 2, located at Tax Block 2448, Lot 60, Borough of Queens, City and State of New York.

The real property which is to be acquired in fee simple absolute in this proceeding is described as follows:

BEGINNING at a point on the westerly line of 73rd Place, said point being 294.50 feet northerly form the intersection of the northerly line of 51st Avenue with the westerly line of 73rd Place;

THENCE westerly at right angles to the westerly line of 73rd Place, a distance of 207.98 feet to a point;

THENCE northwesterly on a line forming an interior angle with the last mentioned course of 127°-39'-04" a distance of 90.59 feet to a point:

THENCE northerly on a line forming an interior angle with the last mentioned course of 120°-02'-00" a distance of 133.31 feet to a point;

THENCE easterly on a line forming an interior angle with the last mentioned course of 93°-53'-32" a distance of 14.79 feet to a point;

THENCE northeasterly on a line a forming an interior angle with the last mentioned course of $231^\circ-28^\circ-21^\circ$ a distance of 157.53 feet to a

THENCE easterly on a line forming an interior angle with the last mentioned course of 147°-21'-40" a distance of 66.63 feet to the intersection of the westerly line of 73rd Place with the northerly line of South Railroad Avenue;

THENCE southerly along the westerly line of $73^{\rm rd}$ Place, a distance of 276.77 feet to the Point of BEGINNING.

Containing 56,705.61 Square Feet or 1.302 Acres.

Surveys, maps or plans of the property to be acquired are on file in the office of the Corporation Counsel of the City of New York, 100 Church Street, New York, NY 10007.

PLEASE TAKE FURTHER NOTICE that, pursuant to Eminent Domain Procedure Law § 402(B)(4), any party seeking to oppose the acquisition must interpose a verified answer, which must contain specific denial of each material allegation of the petition controverted by the opponent, or any statement of new matter deemed by the opponent to be a defense to the proceeding, pursuant to CPLR § 403, said answer must be served upon the office of the Corporation Counsel at least seven (7) days before the date that the petition is noticed to be heard.

Dated: New York, NY October 4, 2018 ZACHARY W. CARTER Corporation Counsel of the City of New York Attorney for the Condemnor, 100 Church Street New York, NY 10007 (212) 356-2140

SEE MAP(S) IN BACK OF PAPER

o16-29

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 by appointment at:

Kenben Industries Ltd., 1908 Shore Parkway, Brooklyn, NY 11214.

Phone: (718) 802-0022

m30-s11

OFFICE OF CITYWIDE PROCUREMENT

■ NOTICE

The Department of Citywide Administrative Services, Office of Citywide Procurement is currently selling surplus assets on the internet. Visit http://www.publicsurplus.com/sms/nycdcas.ny/browse/home

To begin bidding, simply click on 'Register' on the home page.

There are no fees to register. Offerings may include but are not limited to: office supplies/equipment, furniture, building supplies, machine tools, HVAC/plumbing/electrical equipment, lab equipment, marine equipment, and more.

Public access to computer workstations and assistance with placing bids is available at the following locations:

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

i2-d31

HOUSING PRESERVATION AND DEVELOPMENT

■ PUBLIC HEARINGS

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

jy6-j7

POLICE

■ NOTICE

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

The following list of properties is in the custody of the Property Clerk Division without claimants:

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

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

INQUIRIES

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

FOR MOTOR VEHICLES (All Boroughs):

- Springfield Gardens Auto Pound, 174-20 North Boundary Road, Queens, NY 11430, (718) 553-9555
- Erie Basin Auto Pound, 700 Columbia Street, Brooklyn, NY 11231, (718) 246-2030

FOR ALL OTHER PROPERTY

- Manhattan 1 Police Plaza, New York, NY 10038, (646) 610-5906
- Brooklyn 84th Precinct, 301 Gold Street, Brooklyn, NY 11201, (718) 875-6675
- Bronx Property Clerk 215 East 161 Street, Bronx, NY 10451, (718) 590-2806
- Queens Property Clerk 47-07 Pearson Place, Long Island City, NY 11101, (718) 433-2678
- Staten Island Property Clerk 1 Edgewater Plaza, Staten Island, NY 10301, (718) 876-8484

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

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 prequalification application using the City's Health and Human Services (HHS) Accelerator System. The HHS Accelerator System is a web-based system maintained by the City of New York for use by its human services Agencies to manage procurement. The process removes redundancy by capturing information about boards, filings, policies, and general service experience centrally. As a result, specific proposals for funding are more focused on program design, scope, and budget.

Important information about the new method

- Prequalification applications are 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, organizational capacity, and relevant service experience.
- Approved organizations will be eligible to compete and would submit electronic proposals through the system.

The Client and Community Service Catalog, which lists all Prequalification service categories and the NYC Procurement Roadmap, which lists all RFPs to be managed by HHS Accelerator may be viewed at http://www.nyc.gov/html/hhsaccelerator/html/ roadmap/roadmap.shtml. All current and prospective vendors should frequently review information listed on roadmap to take full advantage of upcoming opportunities for funding.

Participating NYC Agencies

HHS Accelerator, led by the Office of the Mayor, is governed by an Executive Steering Committee of Agency Heads who represent the following NYC Agencies:

Administration for Children's Services (ACS)

Department for the Aging (DFTA)

Department of Consumer Affairs (DCA)
Department of Corrections (DOC)

Department of Health and Mental Hygiene (DOHMH)

Department of Homeless Services (DHS)

Department of Probation (DOP)

Department of Small Business Services (SBS)

Department of Youth and Community Development (DYCD)

Housing and Preservation Department (HPD)

Human Resources Administration (HRA)

Office of the Criminal Justice Coordinator (CJC)

To sign up for training on the new system, and for additional information about HHS Accelerator, including background materials, user guides and video tutorials, please visit www.nyc.gov/hhsaccelerator

ADMINISTRATION FOR CHILDREN'S SERVICES

■ AWARD

Human Services/Client Services

YOUTH RECEPTION CENTER - Renewal - PIN# 06815I0002002R002 - AMT: \$6,743,332.65 - TO: MercyFirst, 525 Convent Road, Syosset, NY 11791.

≠ o29

AGING

CONTRACT PROCUREMENT AND SUPPORT SERVICES

■ AWARD

Human Services / Client Services

SENIOR SERVICES - Negotiated Acquisition - Available only from a single source - PIN# 12517N0003001 - AMT: \$945,000.00 - TO: Weill Medical College of Cornell University, 1300 York Avenue, New York, NY

The Department for the Aging has negotiated a three year contract from 7/1/2018 to 6/30/2021, with Weill Medical College of Cornell University, to provide senior services for New York City's older adults.

◆ o29

BROOKLYN NAVY YARD DEVELOPMENT CORP.

OPERATIONS

■ SOLICITATION

Construction Related Services

ELEVATOR MAINTENANCE AND EMERGENCY SERVICES Competitive Sealed Bids - PIN# 000164 - Due 11-29-18 at 1:00 P.M.

Bid documents will be available as of October 29th, 2018. Email dmagdich@bnydc.org to obtain the documents.

A Mandatory Pre-Bid Conference Meeting, will be held at BNYDC, Building 292, 3rd Floor Offices, on Thursday, November 8th, 2018, at 11:00 AM. Failure to attend will result in disqualification.

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

Brooklyn Navy Yard Development Corporation, 63 Flushing Avenue, Unit 300, Building 292, Brooklyn, NY 11205. David Magdich (718) 907-5980; Fax: (718) 852-5492; dmagdich@bnydc.org

◆ o29

CHIEF MEDICAL EXAMINER

PROCUREMENT

■ INTENT TO AWARD

Goods

VEROGEN INC CHEMICALS, REAGENTS, SUPPLIES AND CONSUMABLES - Sole Source - Available only from a single source -PIN# 81619ME026 - Due 11-5-18 at 3:00 P.M.

NYC Office of Chief Medical Examiner, intends to enter into a sole source contract with Verogen Inc., to provide laboratory chemicals, reagents, supplies and consumables.

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

Chief Medical Examiner, 421 East 26th Street, 10th Floor, New York, NY 10016. Vilma Johnson (212) 323-1729; Fax: (646) 500-5542; vjohnson@ocme.nyc.gov

CITYWIDE ADMINISTRATIVE SERVICES

■ SOLICITATION

Goods

GENESIS RESCUE EQUIPMENT - Competitive Sealed Bids - PIN# 8571900075 - Due 11-14-18 at 10:30 A.M.

A copy of the bid can be downloaded from the City Record Online site at www.nyc.gov/cityrecord. Enrollment is free. Vendor may also request the bid by contacting Vendor Relations via email at dcasdmssbids@dcas.nyc.gov, by telephone (212) 386-0044 or by fax at (212) 669-7585.

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

Ĉitywide Administrative Services, 1 Centre Street, 18th Floor South, New York, NY 10007. Ebony Roberson (212) 386-0466; eroberson@dcas.nyc.gov

◆ o29

OFFICE OF CITYWIDE PROCUREMENT

■ AWARD

Goods

TEMPORARY BUS BOARDERS - Sole Source - Other - PIN# 8571800238 - AMT: \$2,999,965.37 - TO: Ziclacities S L, Ramon Turro, 100-104 4FL, 3rd door, Barcelona, Spain 08005.

Turro, 100-104 4FL, 3rd door, Barcelona, Spain 08005.

◆ CAR, POLICE HYBRID SEDAN - NYPD - Competitive Sealed Bids - PIN# 8571800199 - AMT: \$10,474,100.00 - TO: Schultz Ford Lincoln Inc., 80 Route 304, Nanuet, NY 10954.

◆ o29

■ SOLICITATION

Goods

DOCUMENT SHREDDING MACHINES - Competitive Sealed Bids - PIN# 8571900034 - Due 11-29-18 at 10:30 A.M.

A copy of the bid can be downloaded from The City Record Online at www.nyc.gov/cityrecord. Enrollment is free. Vendor may also request the bid by contacting Vendor Relations via email at dcasdmssbids@dcas.nyc.gov, by telephone at (212) 386-0044.

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

Ĉitywide Administrative Services, 1 Centre Street, 18th Floor, Bid Room, New York, NY 10007. Ereny Hanna (212) 386-0411; ehanna@dcas. nyc.gov

≠ o29

DESIGN AND CONSTRUCTION

AGENCY CHIEF CONTRACTING OFFICER

■ AWARD

Construction / Construction Services

CROTON NEW ABOVE GROUND STRUCTURE AND LANDSCAPING REBID-BRONX - Competitive Sealed Bids - PIN# 85018B0040 - AMT: \$83,824,574.00 - TO: C and L Contracting Corp., 1981 Marcus Avenue, Suite E106, Lake Success, NY 11042. Project CRO-AGS

● INSTALLATION OF NEW CATCH BASINS, RECONSTRUCTION OF EXISTING COLLAPSED CATCH BASINS AND REPLACEMENT OF EXISTING CATCH BASIN CONNECTIONS-MANHATTAN - Competitive Sealed Bids -PIN# 850B0075 - AMT: \$982,465.00 - TO: JLJ IV Enterprises Inc., 213-19 99th Avenue, Queens Village, NY 11429. Project SECBRM01

● INSTALLATION OF PERIMETER SECURITY MEASURES-GROUP A SITES - BOROUGH OF MANHATTAN - Competitive Sealed Bids - PIN# 85018E0006 - AMT: \$11,059,443.51 - TO: MFM Contracting Corp., 335 Center Avenue, Mamaroneck, NY 10543. HWCPEDLOC-EMERGENCY CONTRACT

■ SOLICITATION

 $Construction \, / \, Construction \, \, Services$

RECONSTRUCTION OF MORRISON AVE PLAZA-BOROUGH OF THE BRONX - Competitive Sealed Bids - PIN# 85018B0122 -Due 11-27-18 at 11:00 A.M.

PROJECT NO. HWPLZ004X/DDCPIN: 8502017HW0041C

Bid document deposit-\$35.00 per set-company check or money order only-no cash accepted-late bids will not be accepted. Special Experience Requirements

Apprenticeship Participation Requirements apply to this contract. Bid documents are available at: http://ddcbiddocuments.nyc.gov/inet/html/contrbid.asp

THIS PROJECT IS SUBJECT TO DBE GOALS THIS PROJECT IS SUBJECT TO Hire NYC

As of August 2017, the New York City Mayor's Office of Contract Services (MOCS), has launched the Procurement and Sourcing Solutions Portal (PASSPort), a new procurement system that will replace the paper – VENDEX process. All organizations intending to do business with the City of New York, should complete an online disclosure process to be considered for a contract.

Since you have submitted a bid to NYC Department of Design and Construction, we are requesting that you create an account and enroll in PASSPort and file all disclosure information. Paper submissions, including Certifications of No Change to existing VENDEX packages will not be accepted in lieu of complete online filings. You can access PASSPort from the following link: http://www.nyc.gov/passport

This procurement is subject to Minority-Owned and Women-Owned Business Enterprises (MWBE) participation goals as required by Local Law 1 of 2013. All respondents will be required to submit an M/WBE Participation Plan with their response. For the MWBE goals, please visit our website at http://ddcbiddocuments.nyc.gov/inet/html/contrbid. asp see "Bid Opportunities". For a list of companies certified by the NYC Department of Small Business Services, please visit www.nyc.gov/buycertified. To find out how to become certified, visit www.nyc.gov/getcertified or call the DSBS certification helpline at (212) 513-6311. Project No.: HWPLZ004X/E-PIN: 85018B0122/DDC PIN: 8502017HW0041C

Late bids will not be accepted/Special Experience Requirement/ Apprenticeship Participation Requirements apply to this contract

Bid Document Deposit-\$35.00 per set - company check or money order only-no cash accepted. Refunds will be made only for contract documents that are returned with a receipt and in the original condition.

Bid Security: Each bid submitted must be accompanied by a certified check for not less than 5 percent of the amount of the bid or a bid bond for not less than 10 percent of the amount of the bid.

This Project is Federally aided and is subject to the provision of Title 23, U.S. code, as amended, and applicable New York State Statutes. In compliance with these provisions, the minimum wages to be paid laborers and mechanics are included in wage schedules that are set forth in the bid documents.

Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit bids, and the City of New York hereby notifies all bidders that it will affirmatively insure that any contract entered into, pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the basis of race, color, sex, sexual orientation, national origin, age or place of residence. Prospective bidder's attention is directed to the TIGER/FHWA Funding requirements which are located in Volume 3, pages TF-1 thru TF-K2 of the contract. DBE goals can be found in Volume 3, page SA-2 of the Schedule A. The DBE Schedule of Utilization and the Debarment History Certification forms are to be submitted with the bid as per Volume 1, Page 2 of the bid documents "Special Notice to Bidders". A copy of the DBE Schedule of Utilization can be found in Volume 1; the Debarment History Certification forms can be found in Volume 3, pages TF-J1 thru TFJ6.

DBE Goals: 13 percent

Agency Contact Person – Lorraine Holley (718) 391-2601

NOTE: Bid Documents are available for downloading at: http://ddcbiddocuments.nyc.gov/inet/html/contrbid.asp

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

Design and Construction, 30-30 Thomson Avenue, Long Island City, NY 11101. Brenda Barreiro (718) 391-1041; csb_projectinquiries@ddc.nyc.gov

Accessibility questions: Disability Services Facilitator (718) 391-2815, email at DDCEEO@ddc.nyc.gov, by: Friday, November 16, 2018, 5:00

ði

ENVIRONMENTAL PROTECTION

PURCHASING MANAGEMENT

■ AWARD

Goods

RESILIENT SEATED VALVES - Innovative Procurement - Other -

RESILIENT SEATED VALVES - Innovative Procurement - Other - PIN# 9001019 - AMT: \$49,140.00 - TO: Metrofab Pipe Co. Inc., 15 Fairchild Court, Plainview, NY 11803.

• CHEMICAL INDUCTION MIXER - Innovative Procurement - Other - PIN# 9030313 - AMT: \$40,850.00 - TO: Pina M Inc., 16 West Main Street, Freehold, NJ 07728.

• HYDRANT VALVE BOXES - Innovative Procurement - Other - PIN# 9001018 - AMT: \$99,224.00 - TO: General Foundries Inc., 1 Progress Road. North Brunswick NJ 08902

Progress Road, North Brunswick, NJ 08902.

MWBE Innovative Procurements

→ o29

HEALTH AND MENTAL HYGIENE

AGENCY CHIEF CONTRACTING OFFICER

■ INTENT TO AWARD

Goods

PURCHASING OF CEPHEID ASSAY KITS, REAGENTS AND SUPPLIES - Sole Source - Available only from a single source -PIN#20LB001601R0X00 - Due 11-8-18 at 10:00 A.M.

DOHMH, intends to enter into a sole source contract with Cepheid for the purchase of testing platforms, reagents and kits. Cepheid supplies reagents for the testing of various pathogens, including Chlamydia trachomatis (CT), Neisseria gonorrhoeae (NG), influenza, norovirus, trichomonas, other clinically relevant infections such as tuberculosis and multi-drug resistant superbugs. The XPert Carba-R is the only FDA approved kit that allows for the rapid detection and differentiation of approved kit that allows for the rapid detection and differentiation of carbapenemase genes, which are found in pathogenic organisms including Klebsiella, E. coli, Acinetobacter, and Pseudomonas. Use of these testing kits will allow the NYC Public Laboratory to quickly identify the most appropriate treatment, thus improving lab turnaround time as well as limiting the spread of potentially lethal organisms in the clinical setting. DOHMH has determined, that Cepheid is a Sole Source supplier of these products, as they are the sole manufacturer of the required kits for laboratory testing.

Any vendor who believes that they may also be able to provide these goods are welcome to submit an expression of interest by no later than 11/8/2018, by 10:00 A.M., via email, to abuchhalter@health.nyc.gov. All questions and concerns should also be submitted via email.

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

Health and Mental Hygiene, 42-09 28th Street, 17th Floor, Queens, NY 11101-4132. Andrew Buchhalter (347) 396-6704;

abuchhalter@health.nyc.gov

o23-29

HOUSING AUTHORITY

SUPPLY MANAGEMENT

■ SOLICITATION

Goods and Services

SMD INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT FOR WATER MAIN REPAIR - VARIOUS NYCHA DEVELOPMENTS IN ALL FIVE (5) BOROUGHS OF NEW YORK **CITY** - Competitive Sealed Bids - Due 11-27-18

PIN# 66806 - Various Developments within all five (5) Boroughs of

NYC - Due at 10:00 A.M.
PIN# 66807 - Various Developments within all five (5) Boroughs of NYC - Due at 10:05 A.M.

PIN# 66808 - Various Developments within all five (5) Boroughs of NYC - Due at 10:10 A.M.

PIN# 66809 - Various Developments within all five (5) Boroughs of NYC - Due at 10:15 A.M.

PIN# 66810 - Various Developments within all five (5) Boroughs of NYC - Due at 10:20 A.M.

PIN# 66811 - Various Developments within all five (5) Boroughs of NYC - Due at 10:25 A.M.

Please Note: This Contract shall be subject to the New York City Housing Authority's Project Labor Agreement (PLA). As part of its bid and no later than three (3) business days after the bid opening, the Bidder must submit Letters of Assent to the Project Labor Agreement signed by the Bidder and each of the Bidder's proposed Subcontractors. Failure to submit all required signed Letters of Assent within three (3) business days after the bid opening shall result in a determination that the Bidder's bid is non-responsive.

The Work to be done under this Contract, is to repair underground water main, serving the proposed Contracted site. Replace all broken underground water main lines with new pipes of similar materials and all required fittings as specified and as directed by NYCHA. Provide all required excavations, including hand excavation, pavement cuttings, shoring, sheathing, trench covering, pest control, excavation safety protection, supports for excavated pipes and conduits and all other lines that may exist underground.

Interested firms are invited to obtain a copy on NYCHA's website. To conduct a search for the RFQ number; vendors are instructed to open the link: http://www1.nyc.gov/site/nycha/business/isupplier-vendorregistration.page. Once on that page, please make a selection from the first three links highlighted in red: New suppliers for those who have never registered with iSupplier, current NYCHA suppliers and vendors for those who have supplied goods or services to NYCHA in the past but never requested a login ID for iSupplier, and Login for registered suppliers if you already have an iSupplier ID and password. Once you are logged into iSupplier, select "Sourcing Supplier," then "Sourcing" followed by "Sourcing Homepage" and then reference the applicable RFQ PIN/solicitation number.

Suppliers electing to obtain a non-electronic paper document will be subject to a \$25 non-refundable fee; payable to NYCHA by USPS-Money Order/Certified Check only for each set of RFQ documents requested. Remit payment to NYCHA Finance Department, at 90 Church Street, 6th Floor; obtain receipt and present it to the Supply Management Procurement Group; RFQ package will be generated at the time of request.

Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor prequalification 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. La-Shondra Arnold (212) 306-4603; Fax: (212) 306-5109; la-shondra.arnold@nycha.nyc.gov

• 029

HUMAN RESOURCES ADMINISTRATION

■ AWARD

Goods and Services

ACCOUNTS MAINTENANCE FOR CHILD SUPPORT CASES - Renewal - PIN# 09613P0004001R001 - AMT: \$9,374,200.00 - TO: Yms Management Associates Inc., 160 Broadway, 6th Floor, New York, NY 10038. 5/1/2018 - 4/30/2021.

◆ o29

PARKS AND RECREATION

■ VENDOR LIST

Construction Related Services

PREQUALIFIED VENDOR LIST: GENERAL CONSTRUCTION, NON-COMPLEX GENERAL CONSTRUCTION SITE WORK ASSOCIATED WITH NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION ("DPR" AND/OR "PARKS") PARKS AND PLAYGROUNDS CONSTRUCTION AND RECONSTRUCTION PROJECTS.

DPR is seeking to evaluate and pre-qualify a list of general contractors (a "PQL") exclusively to conduct non-complex general construction site work involving the construction and reconstruction of DPR parks and playgrounds projects not exceeding \$3 million per contract ("General Construction").

By establishing contractor's qualification and experience in advance, DPR will have a pool of competent contractors from which it can draw to promptly and effectively reconstruct and construct its parks, playgrounds, beaches, gardens and green-streets. DPR will select contractors from the General Construction PQL for non-complex general construction site work of up to \$3,000,000.00 per contract, through the use of a Competitive Sealed Bid solicited from the PQL generated from this RFQ.

The vendors selected for inclusion in the General Construction PQL will be invited to participate in the NYC Construction Mentorship. NYC Construction Mentorship focuses on increasing the use of small NYC contracts, and winning larger contracts with larger values. Firms participating in NYC Construction Mentorship will have the opportunity to take management classes and receive on-the-job training provided by a construction management firm.

DPR will only consider applications for this General Construction PQL from contractors who meet any one of the following criteria:

- 1) The submitting entity must be a Certified Minority/Woman Business enterprise (M/WBE)*;
- 2) The submitting entity must be a registered joint venture or have a valid legal agreement as a joint venture, with at least one of the entities in the joint venture being a certified M/WBE*;
- The submitting entity must indicate a commitment to sub-contract no less than 50 percent of any awarded job to a certified M/WBE for every work order awarded.
- * Firms that are in the process of becoming a New York City-Certified M/WBE, may submit a PQL application and submit a M/WBE Acknowledgement Letter, which states the Department of Small Business Services has begun the Certification process.

Application documents may also be obtained online at: http://a856-internet.nyc.gov/nycvendoronline/home.asap.; or http://www.nycgovparks.org/opportunities/business.

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, Olmsted Center Annex, Flushing Meadows—Corona Park, Flushing, NY 11368. Alicia H. Williams (718) 760-6925; Fax: (718) 760-6885; dmwbe.capital@parks.nyc.gov

j2-d31

OFFICE OF PAYROLL ADMINISTRATION

■ INTENT TO AWARD

Services (other than human services)

PAID FAMILY LEAVE ("PFL") POLICY - Negotiated Acquisition - Other - PIN#131FY19NA01 - Due 10-30-18 at 2:00 P.M.

For Informational Purposes Only

OPA intends to enter into a Negotiated Acquisition with Wesco Insurance Company, An AmTrust Financial Company. The program is paid for through employee deductions, and there is no cost to the City. The initial term of the contract will be five (5) years, from 1/1/2019 to 12/31/2023, with an option to renew at the City's sole option for another five (5) years from 1/1/2024 to 12/31/2028 at the same terms and conditions as the underlying contract. .

Under this Negotiated Acquisition, Wesco Insurance Company, will offer the New York State approved Paid Family Leave ("PFL") policy riders, as negotiated by the City agreement on PFL with District Council 37, AFSCME, AFL-CIO ("DC 37").

The PFL program will be available to members of DC 37; including employees of NYC Health plus Hospitals, NYC Department of Education, New York City Housing Authority, and may include employees of other City agencies, that ultimately are covered by the PFL program.

Vendors interested in responding to this or other future solicitations for these types of services, may express their interest, by filing with the New York City Vendor Enrollment Center, at (212) 857-1680, or via email, at vendorenrollmen@cityhall.nyc.gov.

FISA-OPA, 5 Manhattan West, 4th Floor, New York, NY 10001. Aamer Parvez (212) 742-5942.

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

Office of Payroll Administration, 5 Manhattan West, 4th Floor, New York, NY 10001-2633. Erika Lerner (212) 857-1538; Fax: (212) 857-1004; elerner@fisa-opa.nyc.gov

023-29

TRANSPORTATION

CITYSCAPE AND FRANCHISES

■ INTENT TO AWARD

Services (other than human services)

PEDESTRIAN PLAZA CONCESSION - Other -PIN#NOT APPLICABLE - Due 11-12-18 at 2:30 P.M. INTENT TO AWARD as a concession, a Sole Source License Agreement ("Agreement"), to the Flatiron/23rd Street Partnership District Management Association, Inc. ("Flatiron BID"), whose address is 27 West 24th Street, Suite 800B, New York, NY 10010, to provide for the operation, management, and maintenance of a pedestrian plaza, located at 5th Avenue and Broadway, between East 21st and West 26th Streets, in the borough of Manhattan ("Licensed Plaza"), including through DOT-approved events, sponsorships, and subconcessions, including but not limited to providing for the sale of any of the following: Prepared food, flowers, locally grown produce or locally manufactured products, merchandise (such as souvenirs or T-shirts), that promotes the neighborhood or Flatiron BID, and other similar merchandise within the Licensed Plaza. Subconcessions would be awarded based on solicitations issued by Flatiron BID in the basic form of a Request for Proposals or Request for Bids, subject to DOT's prior written approval of both solicitation and award. Flatiron BID will be required to invest any revenue generated by this concession into the maintenance and/or repair, including reasonable administrative costs, of the Licensed Plaza.

● PEDESTRIAN PLAZA CONCESSION - Other PIN#NOT APPLICABLE 2 - Due 11-12-18 at 5:00 P.M.
Pursuant to the Concession Rules of the City of New York, the
Department of Transportation ("DOT"), intends to enter into a
concession for the operation, management, and maintenance of a
pedestrian plaza, located at 9th Avenue, between Gansevoort Street
and West 15th Street, in the borough of Manhattan ("Licensed Plaza"),
including through DOT-approved events, sponsorships, and
subconcessions, including but not limited to providing for the sale of
any of the following: Prepared food, flowers, locally grown produce or
locally manufactured products, merchandise (such as souvenirs or
T-shirts) that promotes the neighborhood or the concessionaire, and
other similar merchandise within the Licensed Plaza.
Organizations may express interest in the proposed concession by
contacting Emily Weidenhof, Director of Public Space, by email at
plazas@dot.nyc.gov, or in writing, at 55 Water Street, 6th Floor, New
York, NY 10041, by November 12, 2018. Ms. Weidenhof may also be
contacted with any questions relating to the proposed concession by
email or by telephone, at (212) 839-4325.

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

Transportation, 55 Water Street, 9th Floor, New York, NY 10041.

Transportation, 55 Water Street, 9th Floor, New York, NY 10041 Brandon Budelman (212) 839-9625; Fax: (212) 839-9895; bbudelman@dot.nyc.gov

o26-n9

PEDESTRIAN PLAZA CONCESSION - Other - PIN#20181019 - Due 11-12-18 at 2:30 P.M.

INTENT TO AWARD as a concession, a Sole Source License Agreement ("Agreement"), to the Fashion Center District Management Association, Inc., doing business as the Garment District Alliance ("GDA"), whose address is 209 West 38th Street, 2nd Floor, New York, NY 10018, to provide for the operation, management, and maintenance of a pedestrian plaza, located at Broadway between West 36th Street and West 41st Street, in the borough of Manhattan ("Licensed Plaza"), including through DOT-approved events, sponsorships, and subconcessions, including but not limited to providing for the sale of any of the following: prepared food, flowers, locally grown produce or locally manufactured products, merchandise (such as souvenirs or T-shirts) that promotes the neighborhood or GDA, and other similar merchandise within the Licensed Plaza. Subconcessions would be awarded based on solicitations issued by GDA in the basic form of a Request for Proposals or Request for Bids, subject to DOT's prior written approval of both solicitation and award. GDA will be required to invest any revenue generated by this concession into the maintenance and/or repair, including reasonable administrative costs, of the Licensed Plaza.

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

specified above.

Transportation, 55 Water Street, 9th Floor, New York, NY 10041. Brandon Budelman (212) 839-9625; Fax: (212) 839-9895; bbudelman@dot.nyc.gov

o26-n9

SPECIAL MATERIALS

OFFICE OF LABOR RELATIONS

■ NOTICE

Local 237, IBT 2010-2018 Public Information and Health Titles

AGREEMENT entered into this 19th day of October, 2018, by and between the City of New York and related public employers pursuant to and limited to their respective elections or statutory requirement to be covered by the New York City Collective Bargaining Law and their respective authorizations to the City to bargain on their behalf and the New York City Health and Hospitals Corporation (d/b/a) NYC Health + Hospitals ("NYC H+H") (hereinafter referred to jointly as the "Employer"), and Local 237, International Brotherhood of Teamsters, AFLCIO (hereinafter referred to as the "Union"), for the period from September 26, 2010 to March 25, 2018.

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 fulltime, parttime 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):

51175	ASSISTANT DIRECTOR OF BUREAU OF PUBLIC
	HEALTH EDUCATION
60816	ASSOCIATE PUBLIC INFORMATION
	SPECIALIST
12303*	EDITORIAL ASSISTANT
60805*	INFORMATION ASSISTANT
90610, 906100	PHOTOGRAPHER
93049	PHOTOGRAPHER (RULE X)
51110, 511100	PUBLIC HEALTH EDUCATOR, PUBLIC HEALTH
, -	EDUCATOR LEVEL I
51105	PUBLIC HEALTH EDUCATION TRAINEE
60810*	PUBLIC RELATIONS ASSISTANT
55015	SENIOR INTERGROUP RELATIONS OFFICER
90635, 906350	SENIOR PHOTOGRAPHER
51135, 511350	SENIOR PUBLIC HEALTH EDUCATOR, PUBLIC
,	HEALTH EDUCATOR LEVEL II
60818	SUPERVISOR OF TRAFFIC SAFETY EDUCATION

*present incumbents only

966110, 966120 ASSOCIATE RADIOGRAPHER 966310, 966320 ASSOC. SUPERVISORY RADIOGRAPHER

a. Effective September 26, 2010

005050	ASSOC. ULTRASOUND TECHNOLOGIST
513120	ELECTROCARDIOGRAPH TECHNICIAN
513130	ELECTROENCEPHALOGRAPH TECH.
964310, 964320	NUCLEAR MEDICINE TECHNOLOGIST
004890	RADIOGRAPHER
001600	SR. ELECTROCARDIOGRAPH TECH.
004910	SPRVSG. NUCL. MEDICINE TECHNLGST
966950, 966960	ULTRASOUND TECHNOLOGIST
51310	X-RAY TECHNICIAN

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, and any other salary adjustments, are based upon a normal work week of 35 hours. In accordance with Article IX, Section 24 of the 1995 2001 Citywide Agreement, an Employee who works on a full-time, per-diem basis shall receive their base salary (including salary increment schedules) and/or additions-to-gross payment in the same manner as a full-time, per-annum Employee. An Employee who works on a parttime per annum basis and who is eligible for any salary adjustments provided in this Agreement shall receive the appropriate prorata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such Employee and the number of hours in the said normal work week, unless otherwise specified.
- c. Employees who work on a part-time per diem or hourly basis and who are eligible for any salary adjustment provided in this Agreement shall receive the appropriate prorata portion of such salary adjustment computed as follows, unless otherwise specified:

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

Hourly Rate - 35 hour week basis: 1/1827 of the appropriate minimum basic annual 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):

i. Minimum

(1) Hiring	(2) Incumbent	ii. Maximum
Rate*	Rate	Rate
\$52,515	\$59,342	\$71,532

ASSOC. PUBLIC INFORMATION SPECIALIST			
LEVEL I	\$32,035	\$36,200	\$57,919
LEVEL II	\$47,342	\$53,496	\$66,848
ASSOCIATE RADIOGRAPHER ***			
LEVEL I	\$45,320	\$51,212	\$52,379
LEVEL II	\$48,068	\$54,317	\$55,858
ASSOC. SUPERVISORY RADIOGRAPHER***			
LEVEL I	\$50,812	\$57,417	\$59,760
LEVEL II	\$54,935	\$62,076	\$68,250
ASSOC. ULTRASOUND TECHNOLOGIST ***	\$57,504	\$64,979	\$71,476
EDITORIAL ASSISTANT	\$29,265	\$33,070	\$36,499
ELECTROCARDIOGRAPH TECHNICIAN	\$32,166	\$36,348	\$42,742
ELECTROENCEPHALOGRAPH TECH. **	\$34,114	\$38,549	\$44,229
INFORMATION ASSISTANT	\$27,578	\$31,163	\$46,196
NUCLEAR MEDICINE TECHNOLOGIST ***			
LEVEL I	\$40,696	\$45,986	\$47,153
LEVEL II	\$43,725	\$49,409	\$50,575
PHOTOGRAPHER	\$37,519	\$42,396	\$51,915
PHOTOGRAPHER (RULE X)	\$37,519	\$42,396	\$51,915
PUBLIC HEALTH EDUCATOR			
LEVEL I	\$45,197	\$51,073	\$58,837
LEVEL II	\$51,630	\$58,342	\$67,861
LEVEL III	\$52,515	\$59,342	\$71,532
PUBLIC HEALTH EDUCATION TRAINEE	\$37,519	\$42,396	Flat Rate
PUBLIC RELATIONS ASSISTANT #	\$32,035	\$36,200	\$57,919
SR. INTERGROUP RELATIONS OFFICER	\$39,360	\$44,477	\$62,242
RADIOGRAPHER ***	\$42,573	\$48,107	\$49,277
SR. ELECTROCARDIOGRAPH TECH. **	\$35,153	\$39,723	\$47,239
SENIOR PHOTOGRAPHER	\$42,616	\$48,156	\$64,848
SENIOR PUBLIC HEALTH EDUCATOR	\$51,630	\$58,342	\$67,861
SPRVSR. OF TRAFFIC SAFETY EDUCATION	\$36,852	\$41,643	\$63,684
SPRVSG. NUCL. MEDICINE TECHNLGST***	\$46,700	\$52,771	\$55,009
ULTRASOUND TECHNOLOGIST ***			
LEVEL I	\$46,300	\$52,319	\$57,047
LEVEL II X-RAY TECHNICIAN ***	\$50,781	\$57,383	\$64,134
	h.c. ==0	4.0.40	4.0.0==
LEVEL I	\$42,573	\$48,107	\$49,277
LEVEL II	\$45,320	\$51,212	\$52,379
LEVEL III	\$50,812	\$57,417	\$59,760
b. Effective September 26, 2010 (second year rate)			
		nimum	
TITLE	(1) Hiring Rate*	(2) Incumbent Rate	ii. Maximum Rate
ASST. DIR. OF BUREAU OF PUB. HEALTH EDUC.	\$53,947	\$59,342	\$71,532
ASSOC. PUBLIC INFORMATION SPECIALIST			
LEVEL I	\$32,909	\$36,200	\$57,919

LEVEL II	\$48,633	\$53,496	\$66,848
ASSOCIATE RADIOGRAPHER ***			
LEVEL I	\$46,556	\$51,212	\$52,379
LEVEL II	\$49,379	\$54,317	\$55,858
ASSOC. SUPERVISORY RADIOGRAPHER***			
LEVEL I	\$52,197	\$57,417	\$59,760
LEVEL II	\$56,433	\$62,076	\$68,250
ASSOC. ULTRASOUND TECHNOLOGIST ***	\$59,072	\$64,979	\$71,476
EDITORIAL ASSISTANT	\$30,064	\$33,070	\$36,499
ELECTROCARDIOGRAPH TECHNICIAN	\$33,044	\$36,348	\$42,742
ELECTROENCEPHALOGRAPH TECH. **	\$35,045	\$38,549	\$44,229
INFORMATION ASSISTANT	\$28,330	\$31,163	\$46,196
NUCLEAR MEDICINE TECHNOLOGIST ***			
LEVEL I	\$41,805	\$45,986	\$47,153
LEVEL II	\$44,917	\$49,409	\$50,575
PHOTOGRAPHER	\$38,542	\$42,396	\$51,915
PHOTOGRAPHER (RULE X)	\$38,542	\$42,396	\$51,915
PUBLIC HEALTH EDUCATOR			
LEVEL I	\$46,430	\$51,073	\$58,837
LEVEL II	\$53,038	\$58,342	\$67,861
LEVEL III	\$53,947	\$59,342	\$71,532
PUBLIC HEALTH EDUCATION TRAINEE	\$38,542	\$42,396	Flat Rate
PUBLIC RELATIONS ASSISTANT #	\$32,909	\$36,200	\$57,919
SR. INTERGROUP RELATIONS OFFICER	\$40,434	\$44,477	\$62,242
RADIOGRAPHER ***	\$43,734	\$48,107	\$49,277
SR. ELECTROCARDIOGRAPH TECH. **	\$36,112	\$39,723	\$47,239
SENIOR PHOTOGRAPHER	\$43,778	\$48,156	\$64,848
SENIOR PUBLIC HEALTH EDUCATOR	\$53,038	\$58,342	\$67,861
SPRVSR. OF TRAFFIC SAFETY EDUCATION	\$37,857	\$41,643	\$63,684
SPRVSG. NUCL. MEDICINE TECHNLGST***	\$47,974	\$52,771	\$55,009
ULTRASOUND TECHNOLOGIST ***			
LEVEL I	\$47,563	\$52,319	\$57,047
LEVEL II	\$52,166	\$57,383	\$64,134
X-RAY TECHNICIAN ***			
LEVEL I	\$43,734	\$48,107	\$49,277
LEVEL II	\$46,556	\$51,212	\$52,379
LEVEL III	\$52,197	\$57,417	\$59,760
c. <u>Effective March 26, 2012</u>			
	i. Mi	inimum	
TITLE	(1) Hiring Rate*	(2) Incumbent Rate	ii. Maximum Rate
ASST. DIR. OF BUREAU OF PUB. HEALTH EDUC.	\$53,040	\$59,935	\$72,247
ASSOC. PUBLIC INFORMATION SPECIALIST	400,010	+00,000	+ · - , - + •
LEVEL I	\$32,356	\$36,562	\$58,498
LEVEL II	\$47,815	\$54,031	\$67,516
ASSOCIATE RADIOGRAPHER ***	+11,010	+, · · · ·	Ţ - 1,0 ± 0

29, 2018
,

LEVEL I	\$45,773	\$51,724	\$52,903
LEVEL II	\$48,549	\$54,860	\$56,417
ASSOC. SUPERVISORY RADIOGRAPHER***	Ψ10,010	ψο 1,000	φου,111
LEVEL I	\$51,319	\$57,991	\$60,358
LEVEL II	\$55,484	\$62,697	\$68,933
ASSOC. ULTRASOUND TECHNOLOGIST ***	\$58,079	\$65,629	\$72,191
EDITORIAL ASSISTANT	\$29,558	\$33,401	\$36,864
ELECTROCARDIOGRAPH TECHNICIAN	\$32,488	\$36,711	\$43,169
ELECTROENCEPHALOGRAPH TECH. **	\$34,455	\$38,934	\$44,671
INFORMATION ASSISTANT	\$27,854	\$31,475	\$46,658
NUCLEAR MEDICINE TECHNOLOGIST ***			
LEVEL I	\$41,103	\$46,446	\$47,625
LEVEL II	\$44,162	\$49,903	\$51,081
PHOTOGRAPHER	\$37,894	\$42,820	\$52,434
PHOTOGRAPHER (RULE X)	\$37,894	\$42,820	\$52,434
PUBLIC HEALTH EDUCATOR			
LEVEL I	\$45,650	\$51,584	\$59,425
LEVEL II	\$52,146	\$58,925	\$68,540
LEVEL III	\$53,040	\$59,935	\$72,247
PUBLIC HEALTH EDUCATION TRAINEE	\$37,894	\$42,820	Flat Rate
PUBLIC RELATIONS ASSISTANT #	\$32,356	\$36,562	\$58,498
SR. INTERGROUP RELATIONS OFFICER	\$39,754	\$44,922	\$62,864
RADIOGRAPHER ***	\$42,998	\$48,588	\$49,770
SR. ELECTROCARDIOGRAPH TECH. **	\$35,504	\$40,120	\$47,711
SENIOR PHOTOGRAPHER	\$43,042	\$48,638	\$65,496
SENIOR PUBLIC HEALTH EDUCATOR	\$52,146	\$58,925	\$68,540
SPRVSR. OF TRAFFIC SAFETY EDUCATION	\$37,220	\$42,059	\$64,321
SPRVSG. NUCL. MEDICINE TECHNLGST***	\$47,167	\$53,299	\$55,559
ULTRASOUND TECHNOLOGIST ***			
LEVEL I	\$46,763	\$52,842	\$57,617
LEVEL II	\$51,289	\$57,957	\$64,775
X-RAY TECHNICIAN ***			
LEVEL I	\$42,998	\$48,588	\$49,770
LEVEL II	\$45,773	\$51,724	\$52,903
LEVEL III	\$51,319	\$57,991	\$60,358
d. Effective March 26, 2012 (second year rate)			
	i. Minimum		
TITLE	(1) Hiring Rate*	(2) Incumbent Rate	ii. Maximum Rate
ASST. DIR. OF BUREAU OF PUB. HEALTH EDUC.	\$54,486	\$59,935	\$72,247
ASSOC. PUBLIC INFORMATION SPECIALIST	, , , , ,	, ,	** /
LEVEL I	\$33,238	\$36,562	\$58,498
LEVEL II	\$49,119	\$54,031	\$67,516
ASSOCIATE RADIOGRAPHER ***			
LEVEL I	\$47,022	\$51,724	\$52,903
LEVEL II	\$49,873	\$54,860	\$56,417

ASSOC. SUPERVISORY RADIOGRAPHER***			
LEVEL I	\$52,719	\$57,991	\$60,358
LEVEL II	\$56,997	\$62,697	\$68,933
ASSOC. ULTRASOUND TECHNOLOGIST ***	\$59,663	\$65,629	\$72,191
EDITORIAL ASSISTANT	\$30,365	\$33,401	\$36,864
ELECTROCARDIOGRAPH TECHNICIAN	\$33,374	\$36,711	\$43,169
ELECTROENCEPHALOGRAPH TECH. **	\$35,395	\$38,934	\$44,671
INFORMATION ASSISTANT	\$28,614	\$31,475	\$46,658
NUCLEAR MEDICINE TECHNOLOGIST ***			
LEVEL I	\$42,224	\$46,446	\$47,625
LEVEL II	\$45,366	\$49,903	\$51,081
PHOTOGRAPHER	\$38,927	\$42,820	\$52,434
PHOTOGRAPHER (RULE X)	\$38,927	\$42,820	\$52,434
PUBLIC HEALTH EDUCATOR			
LEVEL I	\$46,895	\$51,584	\$59,425
LEVEL II	\$53,568	\$58,925	\$68,540
LEVEL III	\$54,486	\$59,935	\$72,247
PUBLIC HEALTH EDUCATION TRAINEE	\$38,927	\$42,820	Flat Rate
PUBLIC RELATIONS ASSISTANT #	\$33,238	\$36,562	\$58,498
SR. INTERGROUP RELATIONS OFFICER	\$40,838	\$44,922	\$62,864
RADIOGRAPHER ***	\$44,171	\$48,588	\$49,770
SR. ELECTROCARDIOGRAPH TECH. **	\$36,473	\$40,120	\$47,711
SENIOR PHOTOGRAPHER	\$44,216	\$48,638	\$65,496
SENIOR PUBLIC HEALTH EDUCATOR	\$53,568	\$58,925	\$68,540
SPRVSR. OF TRAFFIC SAFETY EDUCATION	\$38,235	\$42,059	\$64,321
SPRVSG. NUCL. MEDICINE TECHNLGST***	\$48,454	\$53,299	\$55,559
ULTRASOUND TECHNOLOGIST ***			
LEVEL I	\$48,038	\$52,842	\$57,617
LEVEL II	\$52,688	\$57,957	\$64,775
X-RAY TECHNICIAN ***			
LEVEL I	\$44,171	\$48,588	\$49,770
LEVEL II	\$47,022	\$51,724	\$52,903
LEVEL III	\$52,719	\$57,991	\$60,358
e. Effective March 26, 2013			
	i Mi	nimum	
	(1) Hiring	(2) Incumbent	ii. Maximum
TITLE	Rate*	Rate	Rate
ASST. DIR. OF BUREAU OF PUB. HEALTH EDUC.	\$53,570	\$60,534	\$72,969
ASSOC. PUBLIC INFORMATION SPECIALIST			
LEVEL I	\$32,680	\$36,928	\$59,083
LEVEL II	\$48,293	\$54,571	\$68,191
ASSOCIATE RADIOGRAPHER ***	4	A	.
LEVEL I	\$46,231	\$52,241	\$53,432
LEVEL II	\$49,035	\$55,409	\$56,981
ASSOC. SUPERVISORY RADIOGRAPHER***			
LEVEL I	\$51,833	\$58,571	\$60,962

5794	THE CITY RECORD	MONDAY, OCTOBER 29, 2018

	4.50.000	400.004	400.000
LEVEL II ASSOC. ULTRASOUND TECHNOLOGIST ***	\$56,039	\$63,324	\$69,622
EDITORIAL ASSISTANT	\$58,659	\$66,285	\$72,913
ELECTROCARDIOGRAPH TECHNICIAN	\$29,854	\$33,735	\$37,233
ELECTROENCEPHALOGRAPH TECH. **	\$32,812	\$37,078	\$43,601
INFORMATION ASSISTANT	\$34,799	\$39,323	\$45,118
NUCLEAR MEDICINE TECHNOLOGIST ***	\$28,133	\$31,790	\$47,125
		440.040	410.404
LEVEL I	\$41,513	\$46,910	\$48,101
LEVEL II	\$44,604	\$50,402	\$51,592
PHOTOGRAPHER DIVOTOGRAPHER (DIVIEW)	\$38,273	\$43,248	\$52,958
PHOTOGRAPHER (RULE X)	\$38,273	\$43,248	\$52,958
PUBLIC HEALTH EDUCATOR			
LEVEL I	\$46,106	\$52,100	\$60,019
LEVEL II	\$52,667	\$59,514	\$69,225
LEVEL III	\$53,570	\$60,534	\$72,969
PUBLIC HEALTH EDUCATION TRAINEE	\$38,273	\$43,248	Flat Rate
PUBLIC RELATIONS ASSISTANT #	\$32,680	\$36,928	\$59,083
SR. INTERGROUP RELATIONS OFFICER	\$40,151	\$45,371	\$63,493
RADIOGRAPHER ***	\$43,428	\$49,074	\$50,268
SR. ELECTROCARDIOGRAPH TECH. **	\$35,859	\$40,521	\$48,188
SENIOR PHOTOGRAPHER	\$43,473	\$49,124	\$66,151
SENIOR PUBLIC HEALTH EDUCATOR	\$52,667	\$59,514	\$69,225
SPRVSR. OF TRAFFIC SAFETY EDUCATION	\$37,593	\$42,480	\$64,964
SPRVSG. NUCL. MEDICINE TECHNLGST***	\$47,639	\$53,832	\$56,115
ULTRASOUND TECHNOLOGIST ***			
LEVEL I	\$47,230	\$53,370	\$58,193
LEVEL II	\$51,803	\$58,537	\$65,423
X-RAY TECHNICIAN ***			
LEVEL I	\$43,428	\$49,074	\$50,268
LEVEL II	\$46,231	\$52,241	\$53,432
LEVEL III	\$51,833	\$58,571	\$60,962
f. Effective March 26, 2013 (second year rate)			
	i. M	inimum	
TITLE	(1) Hiring Rate*	(2) Incumbent Rate	ii. Maximum Rate
ASST. DIR. OF BUREAU OF PUB. HEALTH EDUC.	\$55,031	\$60,534	\$72,969
ASSOC. PUBLIC INFORMATION SPECIALIST	φου,σοι	φου,σο 1	Ψ12,000
LEVEL I	\$33,571	\$36,928	\$59,083
LEVEL II	\$49,610	\$54,571	\$68,191
ASSOCIATE RADIOGRAPHER ***	φ10,010	φοτ,στ1	ψ00,131
LEVEL I	\$47,492	\$52,241	\$53,432
LEVEL II	\$50,372	\$55,409	\$56,981
ASSOC. SUPERVISORY RADIOGRAPHER***	φυυ,υ 1 Δ	φυυ, τ υσ	ψυυ,υσ1
LEVEL I	¢52 046	\$ 50 571	\$60.069
LEVEL II	\$53,246 \$57,567	\$58,571 \$63,324	\$60,962 \$60,622
ASSOC. ULTRASOUND TECHNOLOGIST ***	• •	\$63,324 \$66,285	\$69,622 \$72,012
16600, ODITHIDOOND TEOTHIODOUDT	\$60,259	\$66,285	\$72,913

EDITORIAL ASSISTANT	\$30,668	\$33,735	\$37,233
ELECTROCARDIOGRAPH TECHNICIAN	\$33,707	\$37,078	\$43,601
ELECTROENCEPHALOGRAPH TECH. **	\$35,748	\$39,323	\$45,118
INFORMATION ASSISTANT	\$28,900	\$31,790	\$47,125
NUCLEAR MEDICINE TECHNOLOGIST ***			
LEVEL I	\$42,645	\$46,910	\$48,101
LEVEL II	\$45,820	\$50,402	\$51,592
PHOTOGRAPHER	\$39,316	\$43,248	\$52,958
PHOTOGRAPHER (RULE X)	\$39,316	\$43,248	\$52,958
PUBLIC HEALTH EDUCATOR			
LEVEL I	\$47,364	\$52,100	\$60,019
LEVEL II	\$54,104	\$59,514	\$69,225
LEVEL III	\$55,031	\$60,534	\$72,969
PUBLIC HEALTH EDUCATION TRAINEE	\$39,316	\$43,248	Flat Rate
PUBLIC RELATIONS ASSISTANT #	\$33,571	\$36,928	\$59,083
SR. INTERGROUP RELATIONS OFFICER	\$41,246	\$45,371	\$63,493
RADIOGRAPHER ***	\$44,613	\$49,074	\$50,268
SR. ELECTROCARDIOGRAPH TECH. **	\$36,837	\$40,521	\$48,188
SENIOR PHOTOGRAPHER	\$44,658	\$49,124	\$66,151
SENIOR PUBLIC HEALTH EDUCATOR	\$54,104	\$59,514	\$69,225
SPRVSR. OF TRAFFIC SAFETY EDUCATION	\$38,618	\$42,480	\$64,964
SPRVSG. NUCL. MEDICINE TECHNLGST***	\$48,938	\$53,832	\$56,115
ULTRASOUND TECHNOLOGIST ***			
LEVEL I	\$48,518	\$53,370	\$58,193
LEVEL II	\$53,215	\$58,537	\$65,423
X-RAY TECHNICIAN ***			
LEVEL I	\$44,613	\$49,074	\$50,268
LEVEL II	\$47,492	\$52,241	\$53,432
LEVEL III	\$53,246	\$58,571	\$60,962
g. Effective March 26, 2014			
	i. M	linimum	
TITLE	(1) Hiring Rate*	(2) Incumbent Rate	ii. Maximum Rate
ASST. DIR. OF BUREAU OF PUB. HEALTH EDUC.	\$54,105	\$61,139	\$73,699
ASSOC. PUBLIC INFORMATION SPECIALIST			
LEVEL I	\$33,006	\$37,297	\$59,674
LEVEL II	\$48,776	\$55,117	\$68,873
ASSOCIATE RADIOGRAPHER ***			
LEVEL I	\$46,693	\$52,763	\$53,966
LEVEL II	\$49,525	\$55,963	\$57,551
ASSOC. SUPERVISORY RADIOGRAPHER***			
LEVEL I	\$52,351	\$59,157	\$61,572
LEVEL II	\$56,599	\$63,957	\$70,318
ASSOC. ULTRASOUND TECHNOLOGIST ***	\$59,246	\$66,948	\$73,642
EDITORIAL ASSISTANT	\$30,152	\$34,072	\$37,605
ELECTROCARDIOGRAPH TECHNICIAN	\$33,141	\$37,449	\$44,037

5796	THE CITY RECORD	MONDAY, OCTOBER 29, 2018

ELECTROENCEPHALOGRAPH TECH. **		\$35,147	\$39,716	\$45,569
INFORMATION ASSISTANT		\$28,414	\$32,108	\$47,596
NUCLEAR MEDICINE TECHNOLOGIST ***		. ,	. ,	,
LEVEL		\$41,928	\$47,379	\$48,582
LEVEL I	I	\$45,050	\$50,906	\$52,108
PHOTOGRAPHER		\$38,655	\$43,680	\$53,488
PHOTOGRAPHER (RULE X)		\$38,655	\$43,680	\$53,488
PUBLIC HEALTH EDUCATOR				
LEVEL	I	\$46,567	\$52,621	\$60,619
LEVEL I	I	\$53,194	\$60,109	\$69,917
LEVEL I	П	\$54,105	\$61,139	\$73,699
PUBLIC HEALTH EDUCATION TRAINEE		\$38,655	\$43,680	Flat Rate
PUBLIC RELATIONS ASSISTANT #		\$33,006	\$37,297	\$59,674
SR. INTERGROUP RELATIONS OFFICER		\$40,553	\$45,825	\$64,128
RADIOGRAPHER ***		\$43,863	\$49,565	\$50,771
SR. ELECTROCARDIOGRAPH TECH. **		\$36,218	\$40,926	\$48,670
SENIOR PHOTOGRAPHER		\$43,907	\$49,615	\$66,813
SENIOR PUBLIC HEALTH EDUCATOR		\$53,194	\$60,109	\$69,917
SPRVSR. OF TRAFFIC SAFETY EDUCATION		\$37,969	\$42,905	\$65,614
SPRVSG. NUCL. MEDICINE TECHNLGST***		\$48,115	\$54,370	\$56,676
ULTRASOUND TECHNOLOGIST ***				
LEVEL	I	\$47,703	\$53,904	\$58,775
LEVEL I	I	\$52,320	\$59,122	\$66,077
X-RAY TECHNICIAN ***				
LEVEL		\$43,863	\$49,565	\$50,771
LEVEL I	I	\$46,693	\$52,763	\$53,966
LEVEL I	I	\$52,351	\$59,157	\$61,572

h. Effective March 26, 2014 (second year rate)

	T .		
1.	W111	nım	num

TITLE		(1) Hiring Rate*	(2) Incumbent Rate	ii. Maximum Rate
ASST. DIR. OF BUREAU C	OF PUB. HEALTH EDUC.	\$55,581	\$61,139	\$73,699
ASSOC. PUBLIC INFORM	IATION SPECIALIST			
	LEVEL I	\$33,906	\$37,297	\$59,674
	LEVEL II	\$50,106	\$55,117	\$68,873
ASSOCIATE RADIOGRAP	PHER ***			
	LEVEL I	\$47,966	\$52,763	\$53,966
	LEVEL II	\$50,875	\$55,963	\$57,551
ASSOC. SUPERVISORY R	ADIOGRAPHER***			
	LEVEL I	\$53,779	\$59,157	\$61,572
	LEVEL II	\$58,143	\$63,957	\$70,318
ASSOC. ULTRASOUND TI	ECHNOLOGIST ***	\$60,862	\$66,948	\$73,642
EDITORIAL ASSISTANT		\$30,975	\$34,072	\$37,605
ELECTROCARDIOGRAPH	H TECHNICIAN	\$34,045	\$37,449	\$44,037
ELECTROENCEPHALOG	RAPH TECH. **	\$36,105	\$39,716	\$45,569

INFORMATION ASSISTANT	ф00.100	ф00.100	\$45.500
NUCLEAR MEDICINE TECHNOLOGIST ***	\$29,189	\$32,108	\$47,596
	ф40.0 <u>7</u> 0	ф.4.П. О.П.О.	ф40 г 00
LEVEL I LEVEL II	\$43,072 \$46,278	\$47,379	\$48,582
PHOTOGRAPHER	\$46,278 \$39,709	\$50,906 \$43,680	\$52,108
PHOTOGRAPHER (RULE X)	\$39,709 \$39,709	\$43,680	\$53,488 \$53,488
PUBLIC HEALTH EDUCATOR	φ39,109	φ45,000	φυυ,400
LEVEL I	\$47,837	\$52,621	\$60,619
LEVEL II	\$54,645	\$60,109	\$69,917
LEVEL III	\$55,581	\$61,139	\$73,699
PUBLIC HEALTH EDUCATION TRAINEE	\$39,709	\$43,680	Flat Rate
PUBLIC RELATIONS ASSISTANT #	\$33,906	\$37,297	\$59,674
SR. INTERGROUP RELATIONS OFFICER	\$41,659	\$45,825	\$64,128
RADIOGRAPHER ***	\$45,059	\$49,565	\$50,771
SR. ELECTROCARDIOGRAPH TECH. **	\$37,205	\$40,926	\$48,670
SENIOR PHOTOGRAPHER	\$45,105	\$49,615	\$66,813
SENIOR PUBLIC HEALTH EDUCATOR	\$54,645	\$60,109	\$69,917
SPRVSR. OF TRAFFIC SAFETY EDUCATION	\$39,005	\$42,905	\$65,614
SPRVSG. NUCL. MEDICINE TECHNLGST***	\$49,427	\$54,370	\$56,676
ULTRASOUND TECHNOLOGIST ***			
LEVEL I	\$49,004	\$53,904	\$58,775
LEVEL II	\$53,747	\$59,122	\$66,077
X-RAY TECHNICIAN ***			
LEVEL I	\$45,059	\$49,565	\$50,771
LEVEL II	\$47,966	\$52,763	\$53,966
LEVEL III	\$53,779	\$59,157	\$61,572
i. Effective March 26, 2015			
	i. M	inimum	
	(1) Hiring	(2) Incumbent	ii. Maximum
TITLE ASST. DIR. OF BUREAU OF PUB. HEALTH EDUC.	Rate*	Rate	Rate
ASSOC. PUBLIC INFORMATION SPECIALIST	\$54,917	\$62,056	\$74,804
	400 501	#95.05	#40 F40
LEVEL I LEVEL II	\$33,501	\$37,856	\$60,569
ASSOCIATE RADIOGRAPHER ***	\$49,508	\$55,944	\$69,906
LEVEL I	\$47,393	\$53,554	\$54,775
LEVEL II	\$50,267	\$56,802	\$54,775 \$58,414
ASSOC. SUPERVISORY RADIOGRAPHER***	φυ0,207	φ50,802	φ30,414
LEVEL I	\$53,136	\$60,044	\$62,496
LEVEL II	\$57,448	\$64,916	\$71,373
ASSOC. ULTRASOUND TECHNOLOGIST ***	\$60,135	\$67,952	\$74,747
EDITORIAL ASSISTANT	\$30,604	\$34,583	\$38,169
ELECTROCARDIOGRAPH TECHNICIAN	\$33,638	\$38,011	\$44,698
ELECTROENCEPHALOGRAPH TECH. **	\$35,674	\$40,312	\$46,253
INFORMATION ASSISTANT	\$28,841	\$32,590	\$48,310
NUCLEAR MEDICINE TECHNOLOGIST ***	. ,-	, ,	• •

LEVEL I	\$42,558	\$48,090	\$49,311
LEVEL II	\$45,726	\$51,670	\$52,890
PHOTOGRAPHER	\$39,235	\$44,335	\$54,290
PHOTOGRAPHER (RULE X)	\$39,235	\$44,335	\$54,290
PUBLIC HEALTH EDUCATOR	ψ00,200	ψ11,000	ψ04,230
LEVEL I	\$47,265	\$53,410	\$61,528
LEVEL II	\$53,992	\$61,011	\$70,966
LEVEL III	\$54,917	\$62,056	\$74,804
PUBLIC HEALTH EDUCATION TRAINEE	\$39,235	\$44,335	Flat Rate
PUBLIC RELATIONS ASSISTANT #	\$33,501	\$37,856	\$60,569
SR. INTERGROUP RELATIONS OFFICER	\$41,161	\$46,512	\$65,090
RADIOGRAPHER ***	\$44,520	\$50,308	\$51,533
SR. ELECTROCARDIOGRAPH TECH. **	\$36,761	\$41,540	\$49,400
SENIOR PHOTOGRAPHER	\$44,565	\$50,359	\$67,815
SENIOR PUBLIC HEALTH EDUCATOR	\$53,992	\$61,011	\$70,966
SPRVSR. OF TRAFFIC SAFETY EDUCATION	\$38,539	\$43,549	\$66,598
SPRVSG. NUCL. MEDICINE TECHNLGST***	\$48,837	\$55,186	\$57,526
ULTRASOUND TECHNOLOGIST ***			
LEVEL I	\$48,419	\$54,713	\$59,657
LEVEL II	\$53,105	\$60,009	\$67,068
X-RAY TECHNICIAN ***			
LEVEL I	\$44,520	\$50,308	\$51,533
LEVEL II	\$47,393	\$53,554	\$54,775
LEVEL III	\$53,136	\$60,044	\$62,496
j. Effective March 26, 2015 (second year rate)			
	i. M	Iinimum	
	(1) Hiring	(2) Incumbent	ii. Maximum
TITLE ASST. DIR. OF BUREAU OF PUB. HEALTH EDUC.	Rate*	Rate	Rate
ASSOC. PUBLIC INFORMATION SPECIALIST	\$56,415	\$62,056	\$74,804
	404.41	405.054	hao = ao
LEVEL I	\$34,415	\$37,856	\$60,569
LEVEL II ASSOCIATE RADIOGRAPHER ***	\$50,858	\$55,944	\$69,906
LEVEL I	\$40.60E	ΦΕ9 ΕΕ <i>1</i>	454 775
LEVEL II	\$48,685 \$51,638	\$53,554 \$56,802	\$54,775
ASSOC. SUPERVISORY RADIOGRAPHER***	φ31,036	φυ0,002	\$58,414
LEVEL I	\$54,585	\$60,044	\$62,496
LEVEL II	\$59,015	\$64,916	\$71,373
ASSOC. ULTRASOUND TECHNOLOGIST ***	\$61,775	\$67,952	\$71,373 \$74,747
EDITORIAL ASSISTANT	\$31,439	\$34,583	\$38,169
ELECTROCARDIOGRAPH TECHNICIAN	\$34,555	\$38,011	\$44,698
ELECTROENCEPHALOGRAPH TECH. **	\$36,647	\$40,312	\$46,253
INFORMATION ASSISTANT	\$29,627	\$32,590	\$48,310
NUCLEAR MEDICINE TECHNOLOGIST ***	ΨΔΟ,ΟΔΙ	40 2 ,000	ψ10,010
LEVEL I	\$43,718	\$48,090	\$49,311
LEVEL II	\$46,973	\$51,670	\$52,890
11	φ±0,313	φυ1,010	ψυ2,000

PHOTOGRAPHER		\$40,305	\$44,335	\$54,290
PHOTOGRAPHER (RULE X)		\$40,305	\$44,335	\$54,290
PUBLIC HEALTH EDUCATOR		ψ±0,500	ψ±1,000	ψθ4,230
	LEVEL I	\$48,555	\$53,410	\$61,528
	LEVEL II	\$55,465	\$61,011	\$70,966
	LEVEL III	\$56,415	\$62,056	\$74,804
PUBLIC HEALTH EDUCATION	TRAINEE	\$40,305	\$44,335	Flat Rate
PUBLIC RELATIONS ASSISTAN	NT#	\$34,415	\$37,856	\$60,569
SR. INTERGROUP RELATIONS	OFFICER	\$42,284	\$46,512	\$65,090
RADIOGRAPHER ***		\$45,735	\$50,308	\$51,533
SR. ELECTROCARDIOGRAPH T	ГЕСН. **	\$37,764	\$41,540	\$49,400
SENIOR PHOTOGRAPHER		\$45,781	\$50,359	\$67,815
SENIOR PUBLIC HEALTH EDU	JCATOR	\$55,465	\$61,011	\$70,966
SPRVSR. OF TRAFFIC SAFETY	EDUCATION	\$39,590	\$43,549	\$66,598
SPRVSG. NUCL. MEDICINE TE	CHNLGST***	\$50,169	\$55,186	\$57,526
ULTRASOUND TECHNOLOGIS	T ***			
	LEVEL I	\$49,739	\$54,713	\$59,657
	LEVEL II	\$54,554	\$60,009	\$67,068
X-RAY TECHNICIAN ***				
	LEVEL I	\$45,735	\$50,308	\$51,533
	LEVEL II	\$48,685	\$53,554	\$54,775
	LEVEL III	\$54,585	\$60,044	\$62,496
k. Effective March 26, 2016				
		i. M	inimum	
		i. M (1) Hiring Rate*	inimum (2) Incumbent Rate	ii. Maximum Rate
TITLE ASST. DIR. OF BUREAU OF PU	B. HEALTH EDUC.	(1) Hiring	(2) Incumbent Rate	Rate
TITLE		(1) Hiring Rate*	(2) Incumbent	
TITLE ASST. DIR. OF BUREAU OF PU		(1) Hiring Rate*	(2) Incumbent Rate	Rate \$76,674
TITLE ASST. DIR. OF BUREAU OF PU	N SPECIALIST	(1) Hiring Rate* \$56,289	(2) Incumbent Rate \$63,607	Rate
TITLE ASST. DIR. OF BUREAU OF PU	N SPECIALIST LEVEL I LEVEL II	(1) Hiring Rate* \$56,289 \$34,338	(2) Incumbent Rate \$63,607 \$38,802	Rate \$76,674 \$62,083
TITLE ASST. DIR. OF BUREAU OF PUREAU OF PUREAU OF PUBLIC INFORMATION	N SPECIALIST LEVEL I LEVEL II	(1) Hiring Rate* \$56,289 \$34,338	(2) Incumbent Rate \$63,607 \$38,802	Rate \$76,674 \$62,083
TITLE ASST. DIR. OF BUREAU OF PUREAU OF PUREAU OF PUBLIC INFORMATION	N SPECIALIST LEVEL I LEVEL II ***	(1) Hiring Rate* \$56,289 \$34,338 \$50,746	(2) Incumbent Rate \$63,607 \$38,802 \$57,343	Rate \$76,674 \$62,083 \$71,654
TITLE ASST. DIR. OF BUREAU OF PUREAU OF PUREAU OF PUBLIC INFORMATION	N SPECIALIST LEVEL I LEVEL II *** LEVEL I LEVEL II	(1) Hiring Rate* \$56,289 \$34,338 \$50,746	(2) Incumbent Rate \$63,607 \$38,802 \$57,343	Rate \$76,674 \$62,083 \$71,654 \$56,144
TITLE ASST. DIR. OF BUREAU OF PUR ASSOC. PUBLIC INFORMATION ASSOCIATE RADIOGRAPHER	N SPECIALIST LEVEL I LEVEL II *** LEVEL I LEVEL II	(1) Hiring Rate* \$56,289 \$34,338 \$50,746	(2) Incumbent Rate \$63,607 \$38,802 \$57,343	Rate \$76,674 \$62,083 \$71,654 \$56,144
TITLE ASST. DIR. OF BUREAU OF PUR ASSOC. PUBLIC INFORMATION ASSOCIATE RADIOGRAPHER	N SPECIALIST LEVEL I LEVEL II *** LEVEL I LEVEL II GRAPHER***	(1) Hiring Rate* \$56,289 \$34,338 \$50,746 \$48,578 \$51,524	(2) Incumbent Rate \$63,607 \$38,802 \$57,343 \$54,893 \$58,222	Rate \$76,674 \$62,083 \$71,654 \$56,144 \$59,874
TITLE ASST. DIR. OF BUREAU OF PUR ASSOC. PUBLIC INFORMATION ASSOCIATE RADIOGRAPHER	N SPECIALIST LEVEL I LEVEL II LEVEL II GRAPHER*** LEVEL I LEVEL II	(1) Hiring Rate* \$56,289 \$34,338 \$50,746 \$48,578 \$51,524	(2) Incumbent Rate \$63,607 \$38,802 \$57,343 \$54,893 \$58,222	Rate \$76,674 \$62,083 \$71,654 \$56,144 \$59,874
TITLE ASST. DIR. OF BUREAU OF PURASSOC. PUBLIC INFORMATION ASSOCIATE RADIOGRAPHER ASSOCIATE RADIOGRAPHER	N SPECIALIST LEVEL I LEVEL II LEVEL II GRAPHER*** LEVEL I LEVEL II	(1) Hiring Rate* \$56,289 \$34,338 \$50,746 \$48,578 \$51,524 \$54,465 \$58,884	(2) Incumbent Rate \$63,607 \$38,802 \$57,343 \$54,893 \$58,222 \$61,545 \$66,539	Rate \$76,674 \$62,083 \$71,654 \$56,144 \$59,874 \$64,058 \$73,157
TITLE ASST. DIR. OF BUREAU OF PUT ASSOC. PUBLIC INFORMATION ASSOCIATE RADIOGRAPHER ASSOC. SUPERVISORY RADIOGRAPHER ASSOC. SUPERVISORY RADIOGRAPHER	N SPECIALIST LEVEL I LEVEL II LEVEL II GRAPHER*** LEVEL I LEVEL I LEVEL II OLOGIST ***	(1) Hiring Rate* \$56,289 \$34,338 \$50,746 \$48,578 \$51,524 \$54,465 \$58,884 \$61,638	(2) Incumbent Rate \$63,607 \$38,802 \$57,343 \$54,893 \$58,222 \$61,545 \$66,539 \$69,651	Rate \$76,674 \$62,083 \$71,654 \$56,144 \$59,874 \$64,058 \$73,157 \$76,616
TITLE ASST. DIR. OF BUREAU OF PURASSOC. PUBLIC INFORMATION ASSOCIATE RADIOGRAPHER ASSOC. SUPERVISORY RADIOGRAPHER ASSOC. ULTRASOUND TECHNOLOGY EDITORIAL ASSISTANT	N SPECIALIST LEVEL I LEVEL II *** LEVEL II GRAPHER*** LEVEL I LEVEL II OLOGIST ***	(1) Hiring Rate* \$56,289 \$34,338 \$50,746 \$48,578 \$51,524 \$54,465 \$58,884 \$61,638 \$31,370	(2) Incumbent Rate \$63,607 \$38,802 \$57,343 \$54,893 \$58,222 \$61,545 \$66,539 \$69,651 \$35,448	Rate \$76,674 \$62,083 \$71,654 \$56,144 \$59,874 \$64,058 \$73,157 \$76,616 \$39,123
TITLE ASST. DIR. OF BUREAU OF PUR ASSOC. PUBLIC INFORMATION ASSOCIATE RADIOGRAPHER ASSOC. SUPERVISORY RADIOGRAPHER EDITORIAL ASSISTANT ELECTROCARDIOGRAPH TEC	N SPECIALIST LEVEL I LEVEL II *** LEVEL II GRAPHER*** LEVEL I LEVEL II OLOGIST ***	(1) Hiring Rate* \$56,289 \$34,338 \$50,746 \$48,578 \$51,524 \$54,465 \$58,884 \$61,638 \$31,370 \$34,479	(2) Incumbent Rate \$63,607 \$38,802 \$57,343 \$54,893 \$58,222 \$61,545 \$66,539 \$69,651 \$35,448 \$38,961	Rate \$76,674 \$62,083 \$71,654 \$56,144 \$59,874 \$64,058 \$73,157 \$76,616 \$39,123 \$45,815
TITLE ASST. DIR. OF BUREAU OF PURASSOC. PUBLIC INFORMATION ASSOCIATE RADIOGRAPHER ASSOC. SUPERVISORY RADIOGRAPHER EDITORIAL ASSISTANT ELECTROCARDIOGRAPH TECE ELECTROENCEPHALOGRAPH	N SPECIALIST LEVEL I LEVEL II *** LEVEL II GRAPHER*** LEVEL I LEVEL II OLOGIST *** HNICIAN TECH. **	(1) Hiring Rate* \$56,289 \$34,338 \$50,746 \$48,578 \$51,524 \$54,465 \$58,884 \$61,638 \$31,370 \$34,479 \$36,566	(2) Incumbent Rate \$63,607 \$38,802 \$57,343 \$54,893 \$58,222 \$61,545 \$66,539 \$69,651 \$35,448 \$38,961 \$41,320	Rate \$76,674 \$62,083 \$71,654 \$56,144 \$59,874 \$64,058 \$73,157 \$76,616 \$39,123 \$45,815 \$47,409
TITLE ASST. DIR. OF BUREAU OF PURASSOC. PUBLIC INFORMATION ASSOCIATE RADIOGRAPHER ASSOC. SUPERVISORY RADIOGRAPHER EDITORIAL ASSISTANT ELECTROCARDIOGRAPH TECE ELECTROENCEPHALOGRAPH INFORMATION ASSISTANT	N SPECIALIST LEVEL I LEVEL II *** LEVEL II GRAPHER*** LEVEL I LEVEL II OLOGIST *** HNICIAN TECH. **	(1) Hiring Rate* \$56,289 \$34,338 \$50,746 \$48,578 \$51,524 \$54,465 \$58,884 \$61,638 \$31,370 \$34,479 \$36,566	(2) Incumbent Rate \$63,607 \$38,802 \$57,343 \$54,893 \$58,222 \$61,545 \$66,539 \$69,651 \$35,448 \$38,961 \$41,320	Rate \$76,674 \$62,083 \$71,654 \$56,144 \$59,874 \$64,058 \$73,157 \$76,616 \$39,123 \$45,815 \$47,409
TITLE ASST. DIR. OF BUREAU OF PURASSOC. PUBLIC INFORMATION ASSOCIATE RADIOGRAPHER ASSOC. SUPERVISORY RADIOGRAPHER EDITORIAL ASSISTANT ELECTROCARDIOGRAPH TECE ELECTROENCEPHALOGRAPH INFORMATION ASSISTANT	N SPECIALIST LEVEL I LEVEL II *** LEVEL II GRAPHER*** LEVEL I LEVEL II OLOGIST *** CHARACTER OF THE PROPERTY OF THE P	(1) Hiring Rate* \$56,289 \$34,338 \$50,746 \$48,578 \$51,524 \$54,465 \$58,884 \$61,638 \$31,370 \$34,479 \$36,566 \$29,562	(2) Incumbent Rate \$63,607 \$38,802 \$57,343 \$54,893 \$58,222 \$61,545 \$66,539 \$69,651 \$35,448 \$38,961 \$41,320 \$33,405	Rate \$76,674 \$62,083 \$71,654 \$56,144 \$59,874 \$64,058 \$73,157 \$76,616 \$39,123 \$45,815 \$47,409 \$49,518
TITLE ASST. DIR. OF BUREAU OF PURASSOC. PUBLIC INFORMATION ASSOCIATE RADIOGRAPHER ASSOC. SUPERVISORY RADIOGRAPH EDITORIAL ASSISTANT ELECTROCARDIOGRAPH TECH ELECTROENCEPHALOGRAPH INFORMATION ASSISTANT NUCLEAR MEDICINE TECHNOLOGRAPHER	LEVEL I LEVEL II *** LEVEL I LEVEL II GRAPHER*** LEVEL I LEVEL II COLOGIST *** HNICIAN TECH. ** LEVEL I LEVEL I	(1) Hiring Rate* \$56,289 \$34,338 \$50,746 \$48,578 \$51,524 \$54,465 \$58,884 \$61,638 \$31,370 \$34,479 \$36,566 \$29,562	(2) Incumbent Rate \$63,607 \$38,802 \$57,343 \$54,893 \$58,222 \$61,545 \$66,539 \$69,651 \$35,448 \$38,961 \$41,320 \$33,405	Rate \$76,674 \$62,083 \$71,654 \$56,144 \$59,874 \$64,058 \$73,157 \$76,616 \$39,123 \$45,815 \$47,409 \$49,518
TITLE ASST. DIR. OF BUREAU OF PURASSOC. PUBLIC INFORMATION ASSOCIATE RADIOGRAPHER ASSOC. SUPERVISORY RADIOGRAPH EDITORIAL ASSISTANT ELECTROCARDIOGRAPH TECH ELECTROENCEPHALOGRAPH INFORMATION ASSISTANT NUCLEAR MEDICINE TECHNO	LEVEL I LEVEL II *** LEVEL I LEVEL II GRAPHER*** LEVEL I LEVEL II COLOGIST *** HNICIAN TECH. ** LEVEL I LEVEL I	(1) Hiring Rate* \$56,289 \$34,338 \$50,746 \$48,578 \$51,524 \$54,465 \$58,884 \$61,638 \$31,370 \$34,479 \$36,566 \$29,562 \$43,621 \$46,869	(2) Incumbent Rate \$63,607 \$38,802 \$57,343 \$54,893 \$58,222 \$61,545 \$66,539 \$69,651 \$35,448 \$38,961 \$41,320 \$33,405	Rate \$76,674 \$62,083 \$71,654 \$56,144 \$59,874 \$64,058 \$73,157 \$76,616 \$39,123 \$45,815 \$47,409 \$49,518 \$50,544 \$54,212

PUBLIC HEALTH EDUCATOR			
LEVEL I	\$48,447	\$54,745	\$63,066
LEVEL II	\$55,342	\$62,536	\$72,740
LEVEL III	\$56,289	\$63,607	\$76,674
PUBLIC HEALTH EDUCATION TRAINEE	\$40,215	\$45,443	Flat Rate
PUBLIC RELATIONS ASSISTANT #	\$34,338	\$38,802	\$62,083
SR. INTERGROUP RELATIONS OFFICER	\$42,190	\$47,675	\$66,717
RADIOGRAPHER ***	\$45,634	\$51,566	\$52,821
SR. ELECTROCARDIOGRAPH TECH. **	\$37,681	\$42,579	\$50,635
SENIOR PHOTOGRAPHER	\$45,680	\$51,618	\$69,510
SENIOR PUBLIC HEALTH EDUCATOR	\$55,342	\$62,536	\$72,740
SPRVSR. OF TRAFFIC SAFETY EDUCATION	\$39,503	\$44,638	\$68,263
SPRVSG. NUCL. MEDICINE TECHNLGST***	\$50,058	\$56,566	\$58,964
ULTRASOUND TECHNOLOGIST ***			
LEVEL I	\$49,629	\$56,081	\$61,148
LEVEL II	\$54,433	\$61,509	\$68,745
X-RAY TECHNICIAN ***			
LEVEL I	\$45,634	\$51,566	\$52,821
LEVEL II	\$48,578	\$54,893	\$56,144
LEVEL III	\$54,465	\$61,545	\$64,058
l. Effective March 26, 2016 (second year rate)			
	i. M	inimum	
TITLE	(1) Hiring Rate*	(2) Incumbent Rate	ii. Maximum Rate
ASST. DIR. OF BUREAU OF PUB. HEALTH EDUC.	\$57,825	\$63,607	\$76,674
ASSOC. PUBLIC INFORMATION SPECIALIST			
LEVEL I	\$35,275	\$38,802	\$62,083
LEVEL II	\$52,130	\$57,343	\$71,654
ASSOCIATE RADIOGRAPHER ***			
LEVEL I	\$49,903	\$54,893	\$56,144
LEVEL II	\$52,929	\$58,222	\$59,874
ASSOC. SUPERVISORY RADIOGRAPHER***			
LEVEL I	\$55,950	\$61,545	\$64,058
LEVEL II	\$60,490	\$66,539	\$73,157
ASSOC. ULTRASOUND TECHNOLOGIST ***	\$63,319	\$69,651	\$76,616
EDITORIAL ASSISTANT	\$32,225	\$35,448	\$39,123
ELECTROCARDIOGRAPH TECHNICIAN	\$35,419	\$38,961	\$45,815
ELECTROENCEPHALOGRAPH TECH. **	\$37,564	\$41,320	\$47,409
INFORMATION ASSISTANT	\$30,368	\$33,405	\$49,518
NUCLEAR MEDICINE TECHNOLOGIST ***			
LEVEL I	\$44,811	\$49,292	\$50,544
LEVEL II	\$48,147	\$52,962	\$54,212
PHOTOGRAPHER	\$41,312	\$45,443	\$55,647
PHOTOGRAPHER (RULE X)	\$41,312	\$45,443	\$55,647
PUBLIC HEALTH EDUCATOR			

LEVEL II	\$56,851	\$62,536	\$72,740
LEVEL III	\$57,825	\$63,607	\$76,674
PUBLIC HEALTH EDUCATION TRAINEE	\$41,312	\$45,443	Flat Rate
PUBLIC RELATIONS ASSISTANT #	\$35,275	\$38,802	\$62,083
SR. INTERGROUP RELATIONS OFFICER	\$43,341	\$47,675	\$66,717
RADIOGRAPHER ***	\$46,878	\$51,566	\$52,821
SR. ELECTROCARDIOGRAPH TECH. **	\$38,708	\$42,579	\$50,635
SENIOR PHOTOGRAPHER	\$46,925	\$51,618	\$69,510
SENIOR PUBLIC HEALTH EDUCATOR	\$56,851	\$62,536	\$72,740
SPRVSR. OF TRAFFIC SAFETY EDUCATION	\$40,580	\$44,638	\$68,263
SPRVSG. NUCL. MEDICINE TECHNLGST***	\$51,424	\$56,566	\$58,964
ULTRASOUND TECHNOLOGIST ***			
LEVEL I	\$50,983	\$56,081	\$61,148
LEVEL II	\$55,917	\$61,509	\$68,745
X-RAY TECHNICIAN ***			
LEVEL I	\$46,878	\$51,566	\$52,821
LEVEL II	\$49,903	\$54,893	\$56,144
LEVEL III	\$55,950	\$61,545	\$64,058
m. Effective March 26, 2017			
	i. Mi	nimum	
TITLE	(1) Hiring Rate*	(2) Incumbent Rate	ii. Maximum Rate
ASST. DIR. OF BUREAU OF PUB. HEALTH EDUC.	\$57,978	\$65,515	\$78,974
ASSOC. PUBLIC INFORMATION SPECIALIST	ψ01,010	ψ05,515	ψ10,514
LEVEL I	\$35,368	\$39,966	\$63,945
LEVEL II	\$52,268	\$59,063	\$73,804
ASSOCIATE RADIOGRAPHER ***	φο 2,2 00	ψου,σοσ	ψ10,001
LEVEL I	\$50,035	\$56,540	\$57,828
LEVEL II	\$53,070	\$59,969	\$61,670
ASSOC. SUPERVISORY RADIOGRAPHER***	, ,	, ,	, , , , , ,
LEVEL I	\$56,098	\$63,391	\$65,980
LEVEL II	\$60,650	\$68,535	\$75,352
ASSOC. ULTRASOUND TECHNOLOGIST ***	\$63,488	\$71,741	\$78,914
EDITORIAL ASSISTANT	\$32,311	\$36,511	\$40,297
ELECTROCARDIOGRAPH TECHNICIAN	\$35,513	\$40,130	\$47,189
ELECTROENCEPHALOGRAPH TECH. **	\$37,664	\$42,560	\$48,831
INFORMATION ASSISTANT	\$30,449	\$34,407	\$51,004
NUCLEAR MEDICINE TECHNOLOGIST ***			
LEVEL I	\$44,930	\$50,771	\$52,060
LEVEL II	\$48,275	\$54,551	\$55,838
PHOTOGRAPHER	\$41,421	\$46,806	\$57,316
PHOTOGRAPHER (RULE X)	\$41,421	\$46,806	\$57,316
PUBLIC HEALTH EDUCATOR			
LEVEL I	\$49,900	\$56,387	\$64,958
LEVEL II	\$57,002	\$64,412	\$74,922
LEVEL III	\$57,978	\$65,515	\$78,974

5802	THE CITY RECORD	MONDAY, OCTOBER 29, 2018

PUBLIC HEALTH EDUCATION TRAINEE	\$41,421	\$46,806	Flat Rate
PUBLIC RELATIONS ASSISTANT #	\$35,368	\$39,966	\$63,945
SR. INTERGROUP RELATIONS OFFICER	\$43,456	\$49,105	\$68,719
RADIOGRAPHER ***	\$47,003	\$53,113	\$54,406
SR. ELECTROCARDIOGRAPH TECH. **	\$38,811	\$43,856	\$52,154
SENIOR PHOTOGRAPHER	\$47,050	\$53,167	\$71,595
SENIOR PUBLIC HEALTH EDUCATOR	\$57,002	\$64,412	\$74,922
SPRVSR. OF TRAFFIC SAFETY EDUCATION	\$40,688	\$45,977	\$70,311
SPRVSG. NUCL. MEDICINE TECHNLGST***	\$51,560	\$58,263	\$60,733
ULTRASOUND TECHNOLOGIST ***			
LEVEL I	\$51,118	\$57,763	\$62,982
LEVEL II	\$56,065	\$63,354	\$70,807
X-RAY TECHNICIAN ***			
LEVEL I	\$47,003	\$53,113	\$54,406
LEVEL II	\$50,035	\$56,540	\$57,828
LEVEL III	\$56,098	\$63,391	\$65,980
n. Effective March 26, 2017 (second year rate)			
	i. M	linimum	
TITLE	(1) Hiring Rate*	(2) Incumbent Rate	ii. Maximum Rate
ASST. DIR. OF BUREAU OF PUB. HEALTH EDUC.	\$59,559	\$65,515	\$78,974
ASSOC. PUBLIC INFORMATION SPECIALIST	,	,	. ,
LEVEL I	\$36,333	\$39,966	\$63,945
LEVEL II	\$53,694	\$59,063	\$73,804
ASSOCIATE RADIOGRAPHER ***			
LEVEL I	\$51,400	\$56,540	\$57,828
LEVEL II	\$54,517	\$59,969	\$61,670
ASSOC. SUPERVISORY RADIOGRAPHER***			
LEVEL I	\$57,628	\$63,391	\$65,980
LEVEL II	\$62,305	\$68,535	\$75,352
ASSOC. ULTRASOUND TECHNOLOGIST ***	\$65,219	\$71,741	\$78,914
EDITORIAL ASSISTANT	\$33,192	\$36,511	\$40,297
ELECTROCARDIOGRAPH TECHNICIAN	\$36,482	\$40,130	\$47,189
ELECTROENCEPHALOGRAPH TECH. **	\$38,691	\$42,560	\$48,831
INFORMATION ASSISTANT	\$31,279	\$34,407	\$51,004
NUCLEAR MEDICINE TECHNOLOGIST ***			
LEVEL I	\$46,155	\$50,771	\$52,060
LEVEL II	\$49,592	\$54,551	\$55,838
PHOTOGRAPHER	\$42,551	\$46,806	\$57,316
PHOTOGRAPHER (RULE X)	\$42,551	\$46,806	\$57,316
PUBLIC HEALTH EDUCATOR			
LEVEL I	\$51,261	\$56,387	\$64,958
LEVEL II	\$58,556	\$64,412	\$74,922
LEVEL III	\$59,559	\$65,515	\$78,974
PUBLIC HEALTH EDUCATION TRAINEE	\$42,551	\$46,806	Flat Rate
PUBLIC RELATIONS ASSISTANT #	\$36,333	\$39,966	\$63,945

SR. INTERGROUP RELATIONS OFFICER	\$44,641	\$49,105	\$68,719
RADIOGRAPHER ***	\$48,285	\$53,113	\$54,406
SR. ELECTROCARDIOGRAPH TECH. **	\$39,869	\$43,856	\$52,154
SENIOR PHOTOGRAPHER	\$48,334	\$53,167	\$71,595
SENIOR PUBLIC HEALTH EDUCATOR	\$58,556	\$64,412	\$74,922
SPRVSR. OF TRAFFIC SAFETY EDUCATION	\$41,797	\$45,977	\$70,311
SPRVSG. NUCL. MEDICINE TECHNLGST***	\$52,966	\$58,263	\$60,733
ULTRASOUND TECHNOLOGIST ***			
LEVEL I	\$52,512	\$57,763	\$62,982
LEVEL II	\$57,595	\$63,354	\$70,807
X-RAY TECHNICIAN ***			
LEVEL I	\$48,285	\$53,113	\$54,406
LEVEL II	\$51,400	\$56,540	\$57,828
LEVEL III	\$57,628	\$63,391	\$65,980

To be deleted

* See Article III, Section 4 (New Hires)

** An additional amount of \$956 is to be paid to employees in the titles of Electroencephalograph Technician and Sr. Electroencephalograph Technician after one year of service.

*** Each appointment to this position above the 9/26/2010, 3/26/12, 3/26/13, 3/26/14, 3/26/15, 3/26/16, and 3/26/17 hiring rates will be handled on a case by case basis.

Section 3. General Wage Increases

a. Ratification Bonus

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

- i. Full-time per annum and full-time per diem Employees shall receive a pro-rata lump sum cash payment the computation of which shall be based on service during the period from July 1, 2013 through June 30, 2014.
- ii. Where the regular and customary work year for a title is less than a twelve-month year, such as a school year, such computations shall be based on service during the period from September 5, 2013 through June 26, 2014 or other applicable dates for other school-based employees.
- iii. Part-time per annum, part-time per diem (including seasonal appointees), per session, hourly paid Employees and Employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment based on their regularly scheduled hours and the hours in a full calendar year.
- iv. The lump sum cash payments shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.
- v. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of Section 3(a) of Article III of this Agreement. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.
- **b.** The general increase, effective as indicated, shall be:
 - Effective March 26, 2012, Employees shall receive a general increase of 1.00 %.
 - ii. Effective March 26, 2013, Employees shall receive a general increase of 1.00 %.
 - iii. Effective March 26, 2014, Employees shall receive a general increase of 1.00 %.
 - iv. Effective March 26, 2015, Employees shall receive a general increase of 1.50 %.
 - v. Effective March 26, 2016, Employees shall receive a general increase of 2.50 %.

- vi. Effective March 26, 2017, Employees shall receive a general increase of 3.00 %.
- vii. Part-time per annum, per session, hourly paid and part-time per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Sections 3(b)(i)to 3(b)(vi) on the basis of computations heretofore utilized by the parties for all such Employees.
- $\begin{tabular}{ll} \bf c. & The increases provided for in Sections $3(b)(i)$ to $3(b)(vi)$ above shall be calculated as follows:$
 - i. The general increase in Section 3(b)(i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 25, 2012.
 - ii. The general increase in Section 3(b)(ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 25, 2013.
 - iii. The general increase in Section 3(b)(iii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 25, 2014.
 - iv. The general increase in Section 3(b)(iv) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 25, 2015.
 - v. The general increase in Section 3(b)(v) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 25, 2016.
 - vi. The general increase in Section 3(b)(vi) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on March 25, 2017.
- d. i. The general increases provided for in Sections 3(b)(i) to 3(b) (vi) shall be applied to the base rates, incremental salary levels and the minimum "hiring rates", minimum "incumbent rates" and maximum rates (including levels), if any, fixed for the applicable titles, except that the general increases shall not be applied to the longevity increment provided in Article III Section 10(a) of this Agreement.
 - ii. The general increases provided for in Sections 3(b)(i) to 3(b) (vi) shall not be applied to "additions to gross."

Section 4. New Hires

a. The following provisions shall apply to Employees newly hired on or after September 26, 2010:

- Employees hired on or after 9/26/10, 3/26/12, 3/26/13, 3/26/14, 3/26/15, 3/26/16, and 3/26/17 shall be paid the hiring rate effective 9/26/10, 3/26/12, 3/26/13, 3/26/14, 3/26/15, 3/26/16, and 3/26/17.
- ii. Upon completion of one (1) year of active or qualified inactive service, such employees shall be paid the indicated "hiring rate" for the applicable title that is in effect on the one (1) year anniversary of their original date of appointment..
- iii. Upon completion of two (2) years of active or qualified inactive service, such employees shall be paid the indicated "incumbent minimum" for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment.
- iv. In no case shall an employee receive less than the stated hiring rate.
- **b.** For the purposes of Sections 4(a) and 4(c), employees 1) who were in active pay status before September 26, 2010, and 2) who are affected by the following personnel actions after said date shall not be treated as "newly hired" employees and shall be entitled to receive the indicated minimum "incumbent rate" set forth in subsections 2(a)(i)(2) to 2(n)(i)(2) of this Article III:
 - i. Employees who return to active status from an approved leave of absence.
 - ii. Employees in active status (whether full or part time) appointed to permanent status from a civil service list, or to a new title (regardless of jurisdictional class or civil service status) without a break in service of more than 31 days.
 - **iii.** Employees who were laid off or terminated for economic reasons who are appointed from a recall/preferred list or who were subject to involuntary redeployment.
 - iv. Provisional employees who were terminated due to a civil service list who are appointed from a civil service list within one year of such termination.
 - v. Permanent employees who resign and are reinstated or who are appointed from a civil service list within one year of such resignation.
 - vi. Employees (regardless of jurisdictional class or civil service status) who resign and return within 31 days of such resignation.
 - vii. A provisional employee who is appointed directly from one provisional appointment to another.
 - viii. For employees whose circumstances were not anticipated by the parties, the First Deputy Commissioner of Labor Relations is empowered to issue, on a case-by-case basis, interpretations concerning application of this Section 4. Such case-by-case interpretations shall not be subject to the dispute resolution procedures set forth in Article VI of this Agreement.
- c. i. For a title subject to an incremental pay plan, the employee shall be paid the appropriate increment based upon the employee's length of service. Section 2 of this Article III reflects the correct amounts and has been adjusted in accordance with the provisions of Section 3(d)(i) of this Article III.
 - ii. Employees who change titles or levels before attaining two years of service, will be treated in the new title or level as if they had been originally appointed to said title or level on their original hiring date.
- **d.** The First Deputy Commissioner of Labor Relations may, after notification to the affected union(s), exempt certain hard to recruit titles from the provisions of Section 4(a).

Section 5.

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

Section 6.

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

Section 7. Advancement Increase

A person permanently employed by the Employer who is appointed or promoted on a permanent, provisional, or temporary basis in accordance with Title 59, Appendix A of the Rules of the City of New

York (City Personnel Director Rules) or, where Title 59, Appendix A is inapplicable to a public employer, such other Rules or Regulations as are applicable to the public employer, without a break in service to any of the following title(s) from another title in the direct line of promotion or from another title in the Career and Salary Plan, the minimum rate of which is exceeded by at least 8 percent by the minimum rate of the title to which appointed or promoted, shall receive upon the date of such appointment or promotion either the minimum basic salary for the title to which such appointment or promotion is made, or the salary received or receivable in the lower title plus the specified advancement increase, whichever is greater:

	Effective Date 9/26/10	
<u>Title</u>		
Asst. Director of Bureau of Public Health Education	\$922	
ublic Relations Assistant	\$1,119 \$883	
Senior Photographer		
Senior Public Health Educator, Public Health Educator, Level II	\$999	
Supervisor of Traffic Safety Education	\$961	
	9/26/10	
Associate Radiographer, Level I	\$846	
Associate Supervisory Radiographer, Level I	\$999 \$869	
Nuclear Medicine Technologist, Level II		
Senior EKG Technician	\$846	
Supervising Nuclear Medicine Technologist	\$999	
	9/26/10	
Associate Radiographer, Level II	\$922	
Associate Supervisory Radiographer, Level II	\$1,082	
X-Ray Technician Level II	\$846	
X-Ray Technician Level III	\$999	

Section 8. Tuition Reimbursement

Reimbursement for tuition shall be provided for satisfactory completion of courses or workshops approved by the Head of the employing agency for courses or other jobrelated subjects in a sum not to exceed \$600 per annum for employees in the titles listed below. Eligibility for such reimbursement shall not begin prior to the completion of at least one year of service.

Eligible Titles
Associate Supervising Radiographer
Associate Radiographer
Associate Ultrasound Technologist
EEG Technician
EKG Technician
Nuclear Medicine Technologist
Radiographer
Senior EKG Technician
Supervising Nuclear Medicine Technologist
Ultrasound Technologist
X-Ray Technician

Section 9. Assignment Differential

a. An assignment differential in the pro-rated annual amount indicated below shall continue to be paid to any Photographer or Senior Photographer regularly assigned to perform and to instruct designated City personnel in medical photo-micrography and photo-macrography. The payment of such differential shall continue only during the period of such assignment. The payment of such differential and any specified assignment on which it may be based shall not be construed as an advancement to any higher title, and any such assignment is revocable at any time. In the event that an affected Employee is removed from such assignment the assignment differential shall be discontinued.

Effective 9/26/10 \$963

b. EKG Technician

A prorated annual differential in the amount stated below shall be provided for each EKG Technician designated in charge of an Electrocardiograph Laboratory in which three (3) subordinate EKG

Technicians are regularly employed:

Effective Date Annual Amount

9/26/10 \$784

Section 10. Uniform Allowance

 A uniform allowance in the below-listed pro-rated annual amount shall be paid to each Employee in the title Photographer and Senior Photographer:

> Effective 9/26/10 \$134

b. Where a full uniform is required by the hospital or agency and the same is not supplied, an annual allowance in the amount specified below shall be provided for the titles listed below as follows:

Annual Amount	
26/10	
87	
87	
87	

Section 11. Longevity Increment

- a. Employees with 15 years or more of City service in pay status who are not already eligible for a longevity differential or service increment established by the Salary Review or Equity Panel shall receive a longevity increment of \$500 per annum.
- **b.** The Rules for eligibility for the longevity increment described above in subsection a. shall be set forth in Appendix A of this Agreement and are incorporated by reference herein.
- c. The provisions of Section 3(d)(ii) of this Agreement shall not apply to the longevity increment set forth in this Section 11.

Section 12. Annuity Fund

- a. The Employer shall continue to contribute to an existing annuity on behalf of covered full-time per annum and full-time per diem employees, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each paid working day which amount shall not exceed \$1,189.51 for each Employee in full pay status in the prescribed twelve (12) month period subject to the terms of a signed supplemental agreement approved by the Corporation Counsel. For covered Employees who work less than the number of hours for their full-time equivalent title, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a prorated daily contribution calculated against the number of hours associated with their full time equivalent title, which amount shall not exceed \$678 per annum for each Employee in full pay status in the prescribed twelve (12) month period.
- b. For Employees who work a compressed work week, the Employer shall pay into the fund, on a twenty-eight (28) day cycle basis, a pro-rata daily contribution for each set of paid working hours which equate to the daily number of hours that title is regularly scheduled to work, which amount shall not exceed \$1,189.51 for each Employee in full-pay status in the prescribed twelve (12) month period.
- **c.** i. For the purpose of Section 12(c), excluded from paid working days are all scheduled days off, all days in non-pay status, and all paid overtime.
 - ii. "All days in non-pay status" as used in this Section 12(c) shall be defined as including, but not limited to, the following:
 - (a) time on preferred or recall lists;
 - (b) time on the following approved unpaid leaves:
 - (i) maternity/childcare leave;
 - (ii) military leave;
 - (iii) unpaid time while on jury duty;
 - (iv) unpaid leave for union business pursuant to Executive Order 75;
 - (v) unpaid leave pending workers' compensation determination;
 - (vi) unpaid leave while on workers' compensation option 2;
 - (vii) approved unpaid time off due to illness or exhaustion of paid sick leave;
 - (viii) approved unpaid time off due to family illness; and
 - (ix) other pre-approved leaves without pay;
 - (c) time while on absence without leave;

- (d) time while on unapproved leave without pay; or
- (e) time while on unpaid suspensions.

d. DEFINITIONS:

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

ARTICLE IV WELFARE FUND

Section 1.

- a. The Union shall create an administrative benefits trust fund, to be called the Local 237 Administrative Trust Fund. The purpose of the Local 237 Administrative Trust Fund shall be to receive contributions from the Employer and to distribute and allocate such funds to the Retiree Welfare Fund and the Active Welfare Fund as the trustees of the Local 237 Administrative Trust Fund deem appropriate.
- **b.** As soon as practicable after the Local 237 Administrative Trust Fund is established, all contributions made by the Employer pursuant to Article XIII, Section l.b of the Citywide Agreement shall be made to the Local 237 Administrative Trust Fund.
- c. The contributions to be made pursuant to the Agreement contained in subsection d and Section 4, below, shall be made to the Local 237 Administrative Trust Fund.
- d. As soon as practicable after the Local 237 Administrative Trust Fund is established, the employer welfare fund contributions on behalf of each eligible full-time active employee and retiree shall be increased by \$280 per annum. Contributions for non-full-time employees and retirees shall be increased by the appropriate prorata share. Such contributions shall be effective retroactive to July 1, 2014.
- e. Prior to the expiration of this Agreement, upon the mutual agreement of the parties, contributions to the Local 237 Administrative Trust Fund set forth in subsection d, above, may be reallocated on a cost-neutral basis.

Section 2.

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

Section 3.

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

Section 4.

This Agreement incorporates the terms of the May 5, 2014 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 V - PRODUCTIVITY AND PERFORMANCE

Introduction

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

Section 1. Performance Levels

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

Section 2. Supervisory Responsibility

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

Section 3. Performance Compensation

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

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

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. Definition

The term "Grievance" shall mean:

- A dispute concerning the application or interpretation of the terms of this Agreement;
- b. A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting terms and conditions of employment; provided, disputes involving the Personnel Rules and Regulations of the City of New York or the Rules and Regulations of the Health and Hospitals Corporation with respect to those matters set forth in the first paragraph of Section 7390.1 of the Unconsolidated Laws shall not be subject to the grievance procedure or arbitration;
- A claimed assignment of Employees to duties substantially different from those stated in their job specifications;
- A claimed improper holding of an opencompetitive rather than a promotional examination;
- e. A claimed wrongful disciplinary action taken against a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent Employee covered by the Rules and Regulations of the Health and Hospitals Corporation upon whom the agency head has served written charges of incompetence or misconduct while the Employee is serving in the Employee's permanent title or which affects the Employee's permanent status;
- f. Failure to serve written charges as required by Section 75 of the Civil Service Law or the Rules and Regulations of the Health and Hospitals Corporation upon a permanent Employee covered by Section 75(1) of the Civil Service Law or a permanent Employee covered by the Rules and Regulations of the Health and Hospitals Corporation where any of the penalties (including a fine) set forth in Section 75(3) of the Civil Service Law have been imposed.
- g. A claimed wrongful disciplinary action taken against a provisional Employee who has served continuously 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 l(d), 1(e), and 1(g) of this Article, shall be as follows:

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

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

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

nature shall be presented no later than 120 days after the first date on which the grievant discovered the payroll error. The Employee may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination in writing by the end of the third work day following the date of submission.

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

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

STEP II

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

STEP III

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

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

The arbitrator's decision, order or award (if any) shall be limited to the application and interpretation of the Agreement, and the arbitrator shall not add to, subtract from or modify the Agreement 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 3.

STEP IV

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 opencompetitive rather than a promotional examination, the Employee or Employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the Employee(s) and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

- a. Any grievance under Section l (d) relating to a claimed improper holding of an opencompetitive rather than a promotional examination shall be presented in writing by the Employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such opencompetitive examination, or copy of the appointing officer's request for such opencompetitive 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 opencompetitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Sections 2 and 3 above. Such a grievance shall be presented by the Union, in writing, for arbitration within 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to the arbitrator. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

Section 5.

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

STEP A

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

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

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

STEP B (ii) If the election is made to proceed pursuant to the Grievance Procedure, an appeal from the determination of STEP A above, shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the Employee and the Union for review of the grievance and shall issue a determination to the Employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused Employee's employment. In

the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip **STEP C** of this Section and proceed directly to **STEP D**.

STEP C

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

STEP D

If the grievant is not satisfied with the determination of the Commissioner of Labor

Relations, the Union with the consent of the grievant may proceed to arbitration pursuant to the procedures set forth in **STEP IV** of the Grievance Procedure set forth in this Agreement.

Section 6.

For City employees only, in cases involving a grievance under Section 1(g) of this Article, the "Disciplinary Procedure for Provisional Employees" including side-letters, appended, shall govern. For NYC Health + Hospitals only, in cases involving a grievance under Section 1(g), the "Due Process for NYC Health + Hospitals Provisional Employees" letter agreement, appended, shall govern.

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

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

Section 11.

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

Section 12

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

Section 13.

The grievance and the arbitration procedure contained in this

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

Section 14. Expedited Arbitration Procedure

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

SELECTION AND SCHEDULING OF CASES:

- 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.
- 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.
- 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.
- No case shall be submitted to the expedited arbitration process without the mutual agreement of the parties.

CONDUCT OF HEARINGS:

- 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
- In the event either party is unable to proceed with hearing a particular case, the case shall be **(2)** 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.
- A decision will be issued by the Arbitrator within **(4)** 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
- 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.
- The parties shall, whenever possible, exchange any documents intended to be offered in evidence at least one week in advance of the first hearing date and shall endeavor to stipulate to the issue in advance of the hearing date.

ARTICLE VII - BULLETIN BOARDS: EMPLOYER FACILITIES

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

ARTICLE VIII - NO STRIKES

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

ARTICLE IX - CITYWIDE ISSUES

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

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

ARTICLE X - UNION ACTIVITY

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

ARTICLE XI - LABORMANAGEMENT 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 labormanagement committee in each of the agencies having at least fifty (50) Employees covered by this Agreement.

Section 2.

Each labormanagement 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 labormanagement committee.

Section 3.

Each labormanagement 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 labormanagement 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.

RTICLE XII - FINANCIAL EMERGENCY ACT

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

ARTICLE XIII - APPENDICES

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

ARTICLE XIV - SAVINGS CLAUSE

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

WHEREFORE, we have hereunto set our hands and seals this 19th day of October ,2018

FOR THE CITY OF NEW YORK FOR LOCAL 237 AND RELATED PUBLIC

INTERNATIONÁL

BROTHERHOOD OF EMPLOYERS AS DEFINED TEAMSTRERS, AFL-CIO HEREIN:

BY: ROBERT W. LINN Commissioner of Labor Relations /s/ BY: GREGORY FLOYD

FOR THE NEW YORK CITY HEALTH AND HOSPITALS CORPORATION

ANDREA G. COHEN

Senior Vice-President, Legal Affairs and General Counsel

APPROVED AS TO FORM:

ERIC EICHENHOLTZ

Acting Corporation Counsel

DATE SUBMITTED TO THE FINANCIAL CONTROL BOARD: ,2018.

UNIT: Public Information and Health Titles TERM: September 26, 2010 to March 25, 2018

Appendix A

Longevity Increment Eligibility Rules

The following Rules shall govern the eligibility of employees for the longevity increments provided for in Article III, Section 10, of the 2010-2017 Agreement:

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

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

Once an Employee has completed the 15 years of City service in pay status and is eligible to receive the \$500 longevity increment, the \$500 shall become part of the employee's base rate for all purposes.

OLR LETTERHEAD

May 5, 2014

Harry Nespoli Chair, Municipal Labor Committee 125 Barclay Street New York, NY 10007

Dear Mr. Nespoli:

This is to confirm the parties' mutual understanding concerning the

- Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the \$65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.
- 2. Effective July 1, 2014, the Stabilization Fund shall convey \$1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of \$150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, \$ 60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties.
- If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.
- There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings.
- The MLC agrees to generate cumulative healthcare savings of \$3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) \$400 million in Fiscal Year 2015; (ii) \$700 million in Fiscal Year 2016; (iii) \$1 billion in Fiscal Year 2017; (iv) \$1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than \$3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first \$365 million of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first \$365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first \$365 million. Additional savings beyond \$1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.
- The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans. Medicare Advantage, and the more effective delivery of health care.

Dispute Resolution

- In the event of any dispute under this agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.
- Such dispute shall be resolved within 90 days. b.
- The arbitrator shall have the authority to impose interim C. relief that is consistent with the parties' intent.
- The arbitrator shall have the authority to meet with the d. parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.
- If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
- f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

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

Sincerely, Robert W. Linn Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: Harry Nespoli, Chair

DISCIPLINARY PROCEDURE FOR PROVISIONAL EMPLOYEES - UPDATED

Purpose

New York State Civil Service Law, Article 4, Title B, §65 governs provisional appointments. The purpose of this agreement is to continue the disciplinary procedure for certain provisional employees in accordance with Section 65(5)(g) of the Civil Service Law, as amended by Chapter 467 of the Laws of 2016, so that such procedure will continue to apply during the timely submission, approval and implementation of a revised plan to reduce provisional appointments in accordance with Section 65(5)(c-3) of the Civil Service Law.

Eligibility Criteria

- a. The employee must have served for at least two (2) years in the same or similar title or related occupational group in the same agency without a break in service (see: below) of more than 31 days; and
- The employee must have been serving provisionally in such competitive class position on a full-time per annum or full-time per diem basis and assigned regularly to work the normal, full-time work week established for that title. (see: Attachment A for special provisions applicable to School Based Employees.)
- e. Prior provisional service followed by permanent service may not be aggregated with current provisional service (e.g. prior provisional service as a temporary or seasonal "step-up" followed by permanent service may not be counted towards meeting the service requirement in an employee's current provisional position.)

The following unpaid time in excess of 31 days will not be deemed a break in service or be counted as service:

- for maternity/childcare leave;
- for military leave; (ii)
- (iii) jury duty;
- (iv) for union business pursuant to Executive Order 75;
- while pending workers' compensation determination: (v)
- (vi) while on workers' compensation option 2;
- (vii) due to illness or exhaustion of paid sick leave; and
- (viii) due to family illness.

Page 1 of 5

3. Exceptions

- No provisional employee shall be deemed to be permanently appointed under any circumstances, nor shall this disciplinary procedure be deemed to preclude removal of any provisional employee as a result of the establishment of, or appointment from, an appropriate eligible list, or in accordance with any other provision of law.
- Notwithstanding the provisions in Section 2, Eligibility Criteria, above, this Disciplinary Procedure shall not be available to any employee appointed on a provisional basis to any position for which one or more appropriate eligible lists have been established including but not limited to any list established pursuant to a plan approved in accordance with NYS Civil Service 16vt. Civil Service Law Section 65(5).

When a claimed wrongful disciplinary action has been taken against an eligible provisional employee (see: <u>Eligibility Criteria</u>), 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 Article XV of 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

STEP B(i)

If the employee is not satisfied with the determination at STEP A above, then the employee may choose to proceed in accordance with the Grievance Procedure set forth in Article XV of this Agreement through STEP III. The Union, with the consent of the employee, shall have the right to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. The period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty

STEP B(ii)

An appeal from the determination of STEP A above shall be made to the agency head or designated representative. The appeal must be made in writing within five (5) work days of the receipt of the determination. The agency head or designated representative shall meet with the employee

and the Union for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip STEP C of this Section and proceed directly to

STEP 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 Article XV of this Agreement.

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 in this Procedure and any applicable limitations of law.

Limitations on Arbitrator's Award

Notwithstanding any inconsistent provision of this Procedure, when an eligible list exists for the title that the employee held provisionally, an Arbitrator shall not be empowered to order reinstatement of an employee.

This limitation shall not preclude a monetary remedy for any portion of the period covered from the implementation of the disciplinary penalty at issue in the grievance to the date of the establishment of an eligible list.

Page 3 of 5

Expiration Date

This Disciplinary Procedure shall be deemed to have been in force and effect on and after the expiration date of the original Disciplinary Procedure for Provisional Employees, as approved on August 30, 2011, and shall expire on the earlier of the following:

- the expiration, final disapproval or termination of a revised plan to reduce provisional appointments submitted to the New York State Civil Service Commission in accordance with Section 65(5)(c-3) of the Civil Service Law;
- b. November 1, 2018.

FOR THE CITY OF NEW YORK

FOR DISTRICT COUNCIL 37, AFSCME, AFL-CIO

ROBERT W. LINN

Commissioner of Labor Relations

HENRY GARRIDO Executive Director

Date: 4/26/18

4/26/18

APPROVED AS TO FORM

Eric Eichenholtz

Acting Corporation Counsel

¹ Reference is to 1995-2001 Citywide Agreement.

Attachment A School Based Employees

An employee of the Department of Health who is regularly and exclusively assigned to work at a Board of Education facility (hereinafter, "School Based Employee" or "SBE") shall be covered by the provisional disciplinary provisions set forth herein, provided that the following criteria are met:

- a. Such SBE must regularly work the listed full-time work week established for a per annum title set forth in Appendix A of the 1995-2001 Citywide Agreement during the customary school year without a break in service of more than 31 days.
- b. If such SBE is placed in unpaid status at the end of the customary school year, such period in unpaid status during the customary break between school years shall be deemed an authorized leave without pay and not considered a break in service. However, such authorized leave without pay during the break between customary school years shall not be creditable towards meeting the required two years of service required for provisional disciplinary rights.
- c. Such SBE, upon return to paid status from the break between customary school years, must continue to be assigned to regularly work on a full-time basis without a break in service of more than 31 days.
- d. If such SBE is assigned to work during all or part of the break between customary school years, such time in paid status shall count towards meeting the two year service requirement for provisional disciplinary rights provided such service is on a full-time basis. However, no part-time service rendered during such break between customary school years shall be creditable towards meeting the required two years of service required for provisional disciplinary rights.
- e. SBEs meeting the above criteria shall become eligible for the provisional disciplinary rights set forth herein when their aggregated full-time service during consecutive customary school years (inclusive of any full-time service rendered during the breaks between such consecutive customary school years) totals the required two years. Under typical circumstances, this would be expected to occur sometime during their third school year of employment.

Page 5 of 5



OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705 nyc.gov/olr

ROBERT W. LINN
Commissioner
RENEE CAMPION
First Deputy Commissioner
CLAIRE LEVITT
Deputy Commissioner
Health Care Cost Management

MAYRA E. BELL General Counsel GEORGETTE GESTELY Director, Employee Benefits Program

Attachment B

April 26, 2018

David Paskin Director of Research and Negotiations District Council 37 125 Barclay Street New York, New York 10007

Re: Provisional Due Process Eligibility

Dear Mr. Paskin:

This letter serves to convey the City of New York's position regarding due process procedures for provisional employees outlined in the agreement dated April 26, 2018, entered into between the City of New York and District Council 37 and supersedes the Agreement dated August 30, 2011, entered into after the Union's withdrawal of the Improper Practice Petition docketed as BCB-2899-10.

The Office of Labor Relations (OLR) shall apply the terms of the attached "Disciplinary Procedure for Provisional Employees" and side letter agreement between the City and DC 37 to other unions covered by the Career and Salary Plan. However, this "Disciplinary Procedure for Provisional Employees" and side letter agreement shall not expand rights previously embodied in Article XVI of the January 1, 1995 through June 30, 2001 Citywide Agreement, as amended, nor shall it confer any rights or benefits that provisional employees did not enjoy under the Citywide Agreement, or under an applicable unit agreement, before the decision in CSEA v. Long Beach.

The "Disciplinary Procedure for Provisional Employees" and side letter agreement specifically exclude the New York City Health and Hospitals Corporation ("HHC") even though HHC is a signatory to the Citywide Agreement.

The Parties shall append the "Disciplinary Procedure for Provisional Employees" and attachments B and C to the Citywide Agreement and to the unit agreements provided such unit agreements previously extended such coverage to provisional employee.

If the above terms are acceptable to DC 37, please execute the signature line provided below

Robert W. Linn

Agreed and Accepted on Behalf of District Council 37
BY:

David Paskin

⁴ By letter agreement dated September 18, 2015, New York City II+H (formerly known as HHC) entered into a provisional due process agreement with District Council 37.

The City New York

OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705

ROBERT W. LINN Commissioner RENEE CAMPION First Deputy Commissioner CLAIRE LEVITT Deputy Commissioner Health Care Cost Manage

MAYRA E. BELL General Counsel GEORGETTE GESTELY Director, Employee Benefits Program

Attachment C

April 26, 2018

David Paskin Director of Research and Negotiations District Council 37 125 Barclay Street New York, New York 10007

Re: Pending Provisional Employee Disciplinary Cases

Dear Mr. Paskin:

This letter confirms our mutual understanding and agreement concerning certain provisional employees on whose behalf grievances alleging claimed wrongful disciplinary actions by the agency were filed prior to and/or subsequent to the Court of Appeals' decision in CSEA v. Long Beach but which cases have been held in abeyance and have not progressed to arbitration.

In addition to the limitation set forth in Section 5 of the "Disciplinary Process for Provisional Employees" in determining a "back pay" award, if any, the arbitrator shall exclude the period of time from the date of the Long Beach decision through January 28, 2008. An arbitrator may award "back pay" for the period subsequent to the affected employee's discipline/termination but prior to the Court of Appeals' decision in CSEA v. Long Beach (that is, May 1, 2007.) However, in no case may "back pay" be awarded for any period during which a provisional employee was serving while an eligible list existed for the title the employee held provisionally. Moreover, in awarding backpay, the Arbitrator must consider the efforts of the employee in mitigating his or her damages and must also offset any backpay award by any and all interim earnings, including unemployment compensation. In no event may an employee be awarded backpay in excess of one year's base salary for the position s/he held provisionally.

If you concur with the contents set forth herein, please execute the signature line provided below.

Very truly yours.

Robert W. Linn

Agreed and Accepted on Behalf of District Council 37

BY: David Paskin

NYC HEALTH+ HOSPITALS

Salvatore J. Russo Senior Vice President and General Counsel Legal Affairs 125 Worth Street, Suite 527 New York, NY 10013 salvator_russo@nychhc.org 212-788-3300

TO: Network Senior Vice-Presidents

Executive Directors/Chief Operating Officers Central Office Senior Vice-Presidents Human Resources Directors

Labor Relations Directors

FROM:

Salvatore J. Russo Senior Vice-President (Gen

SUBJECT: Local 237 Provisional Due Process Agreement

Senior Vice-Preside

DATE: November 30, 2015

Enclosed please find a recently executed agreement between NYC Health + Hospitals and Local 237 IBT, that extends disciplinary due process rights to certain provisional employees represented by Local 237 who have at least two (2) years of service.

This agreement takes effect on January 1, 2016 and will expire in four (4) years, unless an extension is mutually agreed upon by the parties. The agreement is the result of the Local 237 contract settlement from last year covering the 2010-2018 round of bargaining, and is largely based on the existing "Provisional Due Process Agreement" between the City of New York and DC37.

Please ensure that this agreement is distributed to all the relevant management personnel throughout your facility.

Should you have any questions, please contact Patricia Selsarchik or Matthew Campese at (212) 788-3340. Your cooperation is greatly appreciated.

Enclosure

cc: Dr. Ram Raju, President
Antonio Martin, Executive VP/COO
Randall Mark, Chief of Staff
Nancy Doyle, Senior Assistant VP Workforce Development
Patricia Slesarchik, Assistant VP Labor Relations
Matthew Campese, Senior Director Labor Relations



Office of Labor Relations 125 Worth Street Room 500 New York, NY 10013

November 17, 2015

Mr. Gregory Floyd President Local 237, IBT 216 West 14th Street New York, NY 10011-7296

Re: Due Process for NYC Health + Hospitals Provisional Employees

Dear Mr. Floyd:

This letter will confirm the mutual understanding between NYC Health + Hospitals and City Employees Union Local 237, International Brotherhood of Teamsters ("Local 237" or the "union"), that effective January 1, 2016 or upon the full execution of this agreement, whichever is later, NYC Health + Hospitals will provide disciplinary due process rights to Provisional employees represented by the union pursuant to the following Procedure and subject to the terms and conditions below:

Disciplinary Procedure for Provisional Employees

a) Eligibility Criteria

- i. The provisional employee must have served for at least two (2) years in the same or similar title or related occupational group without a break in service of more than 31 days. Subject to the restrictions below, employees currently serving in a provisional title will be able to apply the time worked in this title prior to the signing of this Agreement, towards the two (2) year threshold; and
- ii. The provisional employee must have been serving provisionally in such competitive class position on a full-time per annum or full-time per diem basis and assigned regularly to work the normal. full-time work week established for that title.
- iii. Prior provisional service followed by permanent service may not be aggregated with current provisional service (e.g. prior provisional service as a temporary or seasonal "step-up" followed by permanent service may not be counted towards meeting the service requirement in an employee's current provisional position.)
- iv. For the purposes of paragraph (a)(i), the following unpaid time in excess of 31 days will not be deemed a break in service or be counted as service:
 - 1) For maternity/childcare leave;
 - 2) For military leave;
 - 3) Jury duty;

1

- 4) For union business pursuant to Executive Order 75;
- 5) While pending workers' compensation determination;
- 6) While on workers' compensation option 2;
- 7) Due to illness or exhaustion of paid sick leave; and
- Due to family illness.

b) Exceptions

- i. No provisional employee shall be deemed to be permanently appointed under any circumstances, nor shall this disciplinary procedure be deemed to preclude the removal of any provisional employee as a result of the establishment of, or appointment from, an appropriate eligible list, or in accordance with any other provision of law.
- Notwithstanding the provisions of paragraph (a) above, this Disciplinary Procedure shall
 <u>not</u> be available to any employee appointed on a provisional basis to any position for
 which one or more appropriate eligible lists have been established.

c) Procedure

When a claimed wrongful disciplinary action has been taken against an eligible provisional employee under paragraph (a) above, 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 1 of the Grievance Procedure set forth in Article XV of the Citywide Agreement¹. The employee may be represented at such conference by a representative of the Union. The person designated by the agency head to review the charges shall take any steps necessary to a proper disposition of the charges and shall issue a determination in writing by the end of the fifth day following the date of the conference.

STEP B(i)

If the employee is not satisfied with the determination at STEP A above, then the employee may choose to proceed in accordance with the Grievance Procedure set forth in Article XV of the Citywide Agreement through STEP III. The Union, with the consent of the employee, shall have the right to proceed to binding arbitration pursuant to STEP IV of such Grievance Procedure. The period of an employee's suspension without pay pending hearing and determination of charges shall not exceed thirty days.

STEP B(ii)

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

¹ Reference is to the 1995-2001 Citywide Agreement

five (5) work days of receipt of the determination. The agency head or designated representative shall meet with the employee and the Union for review of the grievance and shall issue a determination to the employee and the Union by the end of the tenth work day following the day on which the appeal was filed. The agency head or designated representative shall have the power to impose the discipline, if any, decided upon, up to and including termination of the accused employee's employment. In the event of such termination or suspension without pay totaling more than thirty (30) days, the Union with the consent of the grievant may elect to skip STEP C of this Section and proceed directly to STEP D.

STEP C

If the grievant is not satisfied with the determination of the agency head or designated representative the grievant or the Union may appeal to the NYC Commissioner of Labor Relations in writing within ten (10) days of the determination of agency head or designated representative. The NYC 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 NYC 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 Article XV of the Citywide Agreement.

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 for in this Procedure and any applicable limitations of law.

d) Limitations on Arbitrator's Award

Notwithstanding any inconsistent provision of the Procedure, when an eligible list exists for the title that the employee held provisionally, an Arbitrator shall not be empowered to order reinstatement of an employee.

3

This limitation shall not preclude a monetary remedy for any portion of the period covered from the implementation of the disciplinary penalty at issue in the grievance to the date of the establishment of an eligible list.

e) Pending Actions

The union agrees to withdraw, with prejudice, any and all pending disciplinary grievances involving provisionally appointed employees, which were filed prior to the date of the execution of this Agreement.

f) Expiration

Vinter

This Agreement to provide due process disciplinary rights and procedures to NYC Health + Hospitals Provisional employees shall expire four (4) years from the date it is fully executed below, however, it may be extended upon mutual written agreement by the parties.

If you concur with the contents set forth herein, please execute the signature line provided below

EQR-NYC Health + Hospitals:

Mr. Salvatore J. Russo DATE Sr. VP/General Counsel NYC Health + Hospitals FOR LOCAL 237, IBT:

Mr. Gregory Floyd
President
Local 237, IBT

OLR Letterhead

Gregory Floyd, President Local 237 IBT, AFL-CIO 216 West 14th Street New York, New York 10011

RE: Applicability of Contractual Disciplinary Procedures to the District Attorneys

Dear Mr. Floyd:

This is to confirm our mutual understanding regarding the applicability of the disciplinary procedures set forth in Article VI of various Local 237 IBT Unit Agreements to the five District Attorneys' Offices.

- It is understood that pursuant to their modified elections concerning coverage under the New York City Collective Bargaining Law, the five District Attorneys' Offices have elected not to be bound by the disciplinary procedures set forth in Article VI of Local 237 IBT Unit Agreements. Therefore, said disciplinary provisions shall <u>not</u> apply to the employees of the District Attorneys' Offices.
- 2. It is further understood that disciplinary procedures are a mandatory subject of bargaining for non-exempt, non-confidential employees of the five Distinct Attorneys' Offices.
- 3. This letter shall be deemed an appendix to all applicable Local 237 IBT Unit Agreements. The terms set forth herein shall remain in force until the termination date of the applicable unit agreement, except as may be modified by any successor agreement(s) hereto approved by the District Attorneys' Offices, collectively or individually.

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

Sincerely, /s/ JAMES F. HANLEY

AGREED OF BEHALF OF LOCAL 237

BY	/s/	DATED:	, 2009
_	GREGORY FLOYD		

OLR Letterhead

September 11, 2008

Gregory Floyd, President Local 237, IBT, AFL-CIO 216 West 14th Street New York, NY 10011

Re: 2008-2010 Local 237 Agreement

Dear Mr. Floyd:

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

For the purposes of Section 2(a), "approved leave" is further defined to include:

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

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

Very truly yours, /s/ JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF Local 237

BY: /s/ Gregory Floyd President

OLR Letterhead

September 11, 2008

Gregory Floyd, President Local 237, IBT, AFL-CIO 216 West 14th Street New York, NY 10011

Re: 2008-2010 Local 237 Agreement

Dear Mr. Floyd:

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

- Two labor-management committees will be established to discuss family and safety related matters.
- 2. The Citywide time and leave modifications effective July 1, 2004 shall not apply to the employees in this Unit Agreement.

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

Very truly yours, /s/ JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF Local 237

BY:____/s/___ Gregory Floyd President

OLR Letterhead

September 11, 2008

Gregory Floyd, President International Brotherhood of Teamsters, Local 237 216 West 14th Street New York, NY 10011-7296

Re: 2008-2010 Local 237 Agreement

Dear Mr. Floyd:

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

Residency

The parties agree to continue to support an amendment to Section 12-119 et seq. of the Administrative Code for the purpose of expanding permissible limits on residency to include the City of New York and Nassau, Westchester, Suffolk, Orange, Rockland or Putnam counties – with certain exceptions and limitations and except as may be prohibited by any other law requiring residency for appointment to certain positions including, but not limited to, the Public Officers Law – for employees covered by the terms of this Agreement.

Consistent with the above, Mayoral Directive 78-13, as amended July 26, 1978, and any other covered Employer's rules, regulations and/ or operating procedures, shall be similarly modified to conform to the understanding of the parties. Upon enactment of legislation to implement the provisions herein, employees shall be subject to Section 1127 of the New York City Charter.

In the event that legislation substantially similar to that which was previously agreed to concerning the above referenced issue is passed for another similarly situated collective bargainining unit, and the substantially similar legislation does not include the members of IBT Local 237, the parties agree to jointly support similar legislation that would cover employees in IBT Local 237.

NYCERS: Chapter 96 of the Laws of 1995

In the event that legislation substantially similar to that which was previously agreed to, as specified in the March 29, 2007 side letter of the Local 237 2006-2008 Agreement, concerning the above referenced issue is passed for another similarly situated collective bargaining unit, and the substantially similar legislation does not include the members of IBT Local 237, the parties agree to jointly support similar legislation, as specified in the March 29, 2007 side letter of the Local 237 2006-2008 Agreement, that would cover employees in IBT Local 237. The parties continue to agree that Local 237, IBT shall be included in any recommendations made, as specified in the March 29, 2007 side letter of the Local 237 2006-2008 Agreement, regarding the establishment of revised additional contribution rate(s) and other remedies for members of the New York City Employees' Retirement System (NYCERS) and the Board of Education Retirement System (BERS) associated with Chapter 96 of the Laws of 1995.

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

Very truly yours, /s/ JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF Local 237

7:_____/s/_ Gregory Floyd President OLR Letterhead

September 11, 2008

Gregory Floyd, President International Brotherhood of Teamsters, Local 237 216 West 14th Street New York, NY 10011-7296

Re: 2008-2010 Local 237 Agreement

Dear Mr. Floyd:

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

Effective on September 13, 2010, the bargaining unit shall have available funds not to exceed 0.25% to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Section 2 a. i. and 2 a. ii. of the Local 237 MOA or the hiring rate for new employees set forth in Section 2 e. of the Local 237 MOA.

The funds available shall be based on the December 31, 2007 payroll, including spinoffs and pensions.

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

> Very truly yours, /s/ JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF Local 237

Gregory Floyd President

OLR Letterhead

September 11, 2008

Gregory Floyd, President Local 237, IBT 216 West 14th Street New York, NY 10011

Re: 2008-2010 Local 237 Agreement

Dear Mr. Floyd:

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

Effective April 10, 2009, there shall be a one-time lump sum cash payment to the welfare fund in the amount of \$200.00 on behalf of each full-time active member and retiree who is receiving benefits on April

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

> Very truly yours, JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF Local 237

Gregory Floyd President

• 029

CHANGES IN PERSONNEL

DEPT. OF HOMELESS SERVICES FOR PERIOD ENDING 09/21/18

TITLE NUM PROV EFF DATE AGENCY \$457.3600 APPOINTED \$75591.0000 RESIGNED SASS MICHARI 91628 04/01/18 071 08/31/18 071 TERESHONKOVA ALEXANDR 12627 THOMPSON TAISHA 56056 \$30273.0000 APPOINTED 09/04/18 071 TILLERY TONYA м 10056 \$100000.0000 INCREASE NΟ 09/02/18 071 \$54681.0000 YES 08/19/18 071 UWANOMEN FESTUS 31113 APPOINTED Α \$37112.0000 ROXANNE 56056 09/06/18

> DEPARTMENT OF CORRECTION FOR PERIOD ENDING 09/21/18

NAME SALARY ACTION PROV EFF DATE AGENCY NUM \$85292.0000 08/02/18 ALICEA PATRICK DEMOTED ALLEN CHRISTIN J 10026 \$127888.0000 DECREASE 09/09/18 072 KEIRA \$52310.0000 06316 APPOINTED 09/09/18 072 ALLEN YES CHARISE 70410 \$85292.0000 09/01/18 RETIRED 072 BAKER ANDRE 70410 \$44333.0000 RESIGNED NΩ 09/02/18 072

TITLE

LATE NOTICE

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, November 13, 2018, a public hearing will be held at, 1 Centre Street, 9th Floor, Borough of Manhattan with respect to the following properties 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. Any person requiring reasonable accommodation in order to participate in the hearing or attend reasonable accommodation in order to participate in the hearing or attend the meeting, should contact the Landmarks Commission no later than five (5) business days before the hearing or meeting.

83-09 35th Avenue - Jackson Heights Historic District LPC-19-17803 - Block 1444 - Lot 32 - Zoning: R7-1 CERTIFICATE OF APPROPRIATENESS

A Neo-Romanesque style garden apartment building, designed by Andrew J. Thomas and built in 1924-25. Application is to modify alterations at the fence and gate, made without Landmarks Preservation Commission permit(s), to install lampposts, and to replace an existing perimeter fence.

240-01 42nd Avenue - Douglaston Hill Historic District LPC-19-27672 - Block 8105 - Lot 1 - Zoning: R1-2 CERTIFICATE OF APPROPRIATENESS

A free-standing Neo-Colonial style house, with Arts and Crafts-style elements, designed by Henry A. Erdmann and built in 1921. Application is to construct a gazebo in the yard.

244 Adelphi Street - Fort Greene Historic District LPC-19-30828 - Block 2090 - Lot 56 - Zoning: R6B CERTIFICATE OF APPROPRIATENESS

An Italianate style rowhouse, built c. 1852. Application is to construct a rear addition and modify the roof.

Verona Place - Bedford Historic District LPC-19-15398 - Block 1850 - Lot 10 - Zoning: R6B CERTIFICATE OF APPROPRIATENESS

A Neo-Grec style rowhouse, designed by Thomas B. Jackson and built in 1881. Application is to alter the areaway paving and understoop gate, and to construct a roof terrace.

337 Hoyt Street - Carroll Gardens Historic District LPC-19-30938 - Block 444 - Lot 5 - Zoning: R6B CERTIFICATE OF APPROPRIATENESS

A Neo-Grec style rowhouse, designed by Owen Nolan and built in 1874. Application is to replace the sidewalk.

211 MacDonough Street - Stuyvesant Heights Historic District LPC-19-2618 - Block 1669 - Lot 77 - Zoning: R6B CERTIFICATE OF APPROPRIATENESS

An apartment house, designed by J.G. Glover and built in 1886. Application is to legalize the installation of windows and a painted mural, without Landmarks Preservation Commission permit(s) and to install new storefront infill, signage, and a barrier-free access ramp.

39 and 41 Worth Street - Individual Landmark LPC-19-25982 - Block 176 - Lot 11 & 10 - Zoning: C6-2A CERTIFICATE OF APPROPRIATENESS

Two Italianate style store and loft buildings designed by Isaac F. Duckworth and built c. 1865-66. Application is to construct rooftop additions and extend the fire escape and install a roof ladder.

Peck Slip at Water and South Streets - South Street Seaport

Historic District LPC-19-31870 - Block 107 - Lot 60 - Zoning: BINDING REPORT

A former wharf, filled in 1810. Application is to modify the street bed and construct a park.

80-82 White Street - Tribeca East Historic District LPC-19-31086 - Block 195 - Lot 30 - Zoning: C6-2A CERTIFICATE OF APPROPRIATENESS

An Italianate/Neo-Grec style store and loft building, designed by Henry Englebert and built in 1867-1868. Application is to install a flagpole and banner.

196 Spring Street - Sullivan-Thompson Historic District

LPC-19-25774 - Block 489 - Lot 18 - Zoning: R7-2, C1-5 CERTIFICATE OF APPROPRIATENESS

An Arts and Crafts style tenement building, designed by Dietrich & Smith and built in 1908. Application is to replace storefront infill.

484 Broome Street - SoHo-Cast Iron Historic District LPC-18-7060 - Block 487 - Lot 1- Zoning: M1-5A CERTIFICATE OF APPROPRIATENESS

A Romanesque style warehouse, designed by Alfred Zucker and built in 1891. Application is to modify a storefront.

17 King Street - Charlton-King-Vandam Historic District LPC-19-15901 - Block 520 - Lot 40 - Zoning: R7-2 CERTIFICATE OF APPROPRIATENESS

A Federal style rowhouse, designed by William Christie and built in 1826. Application is to construct a rear addition, modify the roof and rear dormer, excavate the rear yard, and remove a chimney.

114 Washington Place - Greenwich Village Historic District LPC-19-30104 - Block 592 - Lot 12 - Zoning: R6 CERTIFICATE OF APPROPRIATENESS

A Federal style rowhouse, built in 1833. Application is to alter and raise the roof at the rear, remove a dormer, construct a rooftop bulkhead, and excavate the rear yard.

130 Greene Street - SoHo-Cast Iron Historic District LPC-19-31368 - Block 513 - Lot 7501 - Zoning: M1-5A CERTIFICATE OF APPROPRIATENESS

A Neo-Grec style store and loft, building, designed by Richard Berger and built in 1888-89. Application is to establish a master plan governing the future installation of painted wall signs.

461 West 21st Street - Chelsea Historic District LPC-19-30810 - Block 719 - Lot 7 - Zoning: R7B CERTIFICATE OF APPROPRIATENESS

An Italianate style rowhouse, built in 1854. Application is to construct a rooftop addition.

122 Fifth Avenue - Ladies' Mile Historic District LPC-19-27725 - Block 819-Lot 39 - Zoning: C6-4M, C6-4A CERTIFICATE OF APPROPRIATENESS A Neo-Renaissance style store and loft building, designed by Robert

Maynicke and built in 1899-1900. Application is to construct a rooftop addition.

1560 Broadway - Interior Landmark LPC-19-31623 - Block 999 - Lot 3 - Zoning: C6-7T CERTIFICATE OF APPROPRIATENESS

A French-inspired movie theater, designed by Thomas Lamb and the decorating firm Rambusch Studio, and built in 1925. Application is to modify the interior lobbies and theater space.

225 West 86th Street - Individual Landmark LPC-19-30839 - Block 1234 - Lot 7503 - Zoning: R10A C4-6A CERTIFICATE OF APPROPRIATENESS

An Italian Renaissance style apartment building, designed by Hiss and Weekes and built in 1908-1909. Application is to install a barrier-free access ramp.

66 West 77th Street, aka 351-357 Columbus Avenue -Upper West Side/Central Park West Historic District LPC-19-26897 - Block 1129 - Lot 64 - Zoning: R10A CERTIFICATE OF APPROPRIATENESS

A Renaissance Revival style flats building, designed by Thom & Wilson and built in 1894-95. Application is to construct a barrier-free access ramp and replace storefront infill.

20 East 95th Street - Carnegie Hill Historic District LPC-19-27867 - Block 1506 - Lot 61 - Zoning: R8B CERTIFICATE OF APPROPRIATENESS

A Renaissance Revival style rowhouse, designed by Henry Andersen and built in 1899. Application is to alter window openings.

110 East 71st Street - Upper East Side Historic District LPC-19-31391 - Block 1405 - Lot 7501 - Zoning: R8B R10 CERTIFICATE OF APPROPRIATENESS

A Neo-Federal style rowhouse, designed by Hill & Stout and built in 1916-17. Application is to replace a cornice.

◆ o29-n13

ECONOMIC DEVELOPMENT CORPORATION

CONTRACTS

■ SOLICITATION

Goods and Services

COMMERCIAL REAL ESTATE LEASING, BROOKLYN ARMY TERMINAL PHASE V EXCLUSIVE BROKERAGE SERVICES - Request for Proposals - PIN# 77330001 - Due 12-3-18 at 4:00 P.M.

NYCEDC, seeks proposals from qualified firms interested in providing

exclusive leasing agent services, at the Brooklyn Army Terminal (BAT) for three floors in the portion of Building A in the Brooklyn Army Terminal industrial complex which is referred to as "Phase V". The three floors in Phase V totals approximately 238,020 square feet (SF) of rentable space. Additionally, the scope of assignment will include an option to expand exclusive leasing agent services within BAT for any industrial units and all retail units, at EDC's sole discretion.

NYCEDC plans to select a consultant on the basis of factors stated in the RFP, which include, but are not limited to: the quality of the proposal, experience of key staff, identified in the proposal, demonstrated successful experience in performing services similar to those encompassed in the RFP, and the proposed fee.

It is the policy of NYCEDC to comply with all Federal, State and City laws and regulations, which prohibit unlawful discrimination because of race, creed, color, national origin, sex, age, disability, marital status and other protected category and to take affirmative action in working with contracting parties, to ensure certified Minority and Women-Owned Business Enterprises (MWBEs) share in the economic opportunities generated by NYCEDC's projects and initiatives. Please refer to the Equal Employment and Affirmative Compliance for Non-Construction Contracts Addendum in the RFP.

Companies who have been certified with the New York City Department of Small Business Services as Minority and Women-Owned Business Enterprises ("M/WBE") are strongly encouraged to apply. To learn more about M/WBE certification and NYCEDC's M/WBE program, please visit http://www.nycedc.com/opportunitymwdbe.

Respondents may submit questions and/or request clarifications from NYCEDC no later than 5:00 P.M., on Monday, November 12, 2018. Questions regarding the subject matter of this RFP should be directed to BATleasingRFP@edc.nyc. Answers to all questions will be posted by Wednesday, November 21, 2018, to www.nycedc.com/RFP. Please submit four (4) sets of your proposal and electronic copy

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

Economic Development Corporation, 110 William Street, 4th Floor, New York, NY 10038. Maryann Catalano (212) 312-3969; Fax: (212) 312-3918; batleasingrfp@edc.nyc

o29

SANITATION

AGENCY CHIEF CONTRACTING OFFICE

■ SOLICITATION

 $Construction \, / \, Construction \, \, Services$

JOB ORDER CONTRACT- GENERAL CONSTRUCTION AND M/E/P - Competitive Sealed Bids - PIN# 82718SW0023 AND 8271 - Due 12-19-18

Bid Estimate- 1. JOC General Construction- \$23,335,000; 2. JOC M/E/P-\$8,984,000. There is a \$100 refundable fee for per bid document, Postal Money Order Only, please make payable to "Comptroller, City of New York".

 $\begin{array}{c} {\rm Codes-\,91006,\,91014,\,91017,\,91022,\,91023,\,91025,\,91026,\,91036,\,91051,\,91052,\,91053,\,91055,\,91060,\,91063,\,91065,\,91066,\,91071,\,91075,\,91076,\,91078,\,91082,\,91216,\,91223,\,91240,\,91244,\,91275,\,91316,\,91341,\,91345,\,91360,\,91361,\,91381,\,91392,\,91427,\,91430,\,91438,\,91444,\,91450,\,91453,\,91455,\,91458,\,91468,\,91473,\,91479,\,{\rm and}\,\,91485. \end{array}$

Mandatory Pre-Bid Conference is on November 14, 2018, at 10:00 A.M., 44 Beaver Street, 2nd Floor Conference Room, New York, NY 10004. Last day of questions is November 30, 2018, by 3:00 P.M., to Vasyl Kravchyk - VKravchyk@dsny.nyc.gov or (212) 437-5074.

In accordance with Schedule A of the bid document, you must submit a Bid Bond with Penal Sum equal to 5 percent of the bid amount.

This procurement is subject to Project Labor Agreement (PLA).

This procurement is subject to Local Law 1 of 2013. The M/WBE Goal is 30 percent.

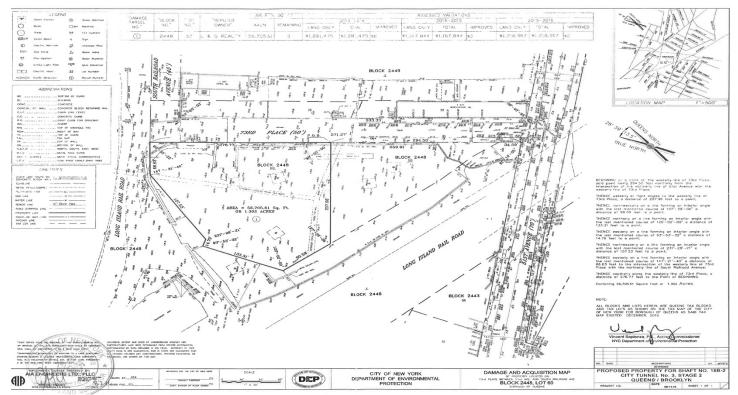
Use the following address unless otherwise specified in notice, to secure, examine or submit bid/proposal documents, vendor prequalification and other forms; specifications/blueprints; other information; and for opening and reading of bids at date and time specified above.

Sanitation, 44 Beaver Street, Room 520, New York, NY 10004. Vasyl Kravchyk (212) 437-5074; Fax: (212) 514-6808; mkapoor@dsny.nyc.gov

Accessibility questions: Vasyl Kravchyk - VKravchyk@dsny.nyc.gov or (212) 437-5074, by: Friday, November 9, 2018, 11:00 A.M.



COURT NOTICE MAP FOR THIRD WATER TUNNEL SHAFT 18B – STAGE 2



o16-29

COURT NOTICE MAP FOR LOWER CONCOURSE NEIGHBORHOOD WATERFRONT PARK

