



Bridget Quinn-Carey  
Interim President & Chief Executive Officer

March 11, 2016

David Paskin  
Associate Director, Research & Negotiations  
District Council 37  
AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10077

John Hyslop, President  
Queens Library Guild  
Local 1321, District Council 37,  
AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

Re: Union-Represented Security Guards

Dear Mr. Paskin and Mr. Hyslop:

I refer you to the Collective Bargaining Agreement for the period of October 1, 1999 through December 31, 2014 and any and all extensions (“the Collective Bargaining Agreement”) between the Queens Borough Public Library (“the Library”) and District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO and its affiliated Local 1321 (collectively “the Union”).

**WHEREAS**, the Library and the Union share a common and compelling interest in jointly supporting the positive morale and well-being of all Library employees; and

**WHEREAS**, the Union and the Library acknowledge and confirm that among the Library’s explicit management rights under Article III, Section 2 of the Collective Bargaining Agreement are its right to contract and subcontract for work or services, and the right to select and hire its own employees; and

**WHEREAS**, the Library and the Union have cooperatively explored and identified certain modifications to the Library's use of contract security guards which is expected to promote efficiency and provide more cost-effective services;

**THEREFORE**, the Union and the Library further agree as follows:

- 1.) Upon considering the Union's request that the Library consider the potential financial benefits of hiring full-time, union-represented security guards, the Library agrees that it will recruit and hire up to fifteen (15) full-time employees who shall be represented by the Union and who shall be hired into one or more of the following City Classifications: Senior Library Attendant-Guard; Library Attendant-Guard; and/or Watchperson. Pursuant to this Side Letter Agreement ("Agreement"), the City Classification of Library Attendant-Guard shall be included within the bargaining unit under Article II, Section 1, "Unit 2 – Inclusions".
- 2.) The Library anticipates that these new employees may be hired as early as July 1, 2016, although the parties specifically recognize and agree that the time-frame for these new hires shall be subject to the Library's discretion and assessment of its security and staffing needs, the available funding for these positions, the ability to train newly recruited candidates and/or employees, and the availability of suitable qualified candidates. The Library agrees that these union-represented security guards shall be given a right-of-first-refusal (by order of their respective seniority within Classification) to work overtime opportunities which may arise from time to time, including, but not limited to, providing security services for special Library programs and events held after normal business hours. The Library and the Union agree that the Union shall have the right to file a grievance contesting an alleged violation of this "right-of-first-refusal" provision, pursuant to Article XI (Grievance Procedure) of the Collective Bargaining Agreement.
- 3.) The Library specifically retains the right and sole discretion to establish the in-house job titles, job descriptions (consistent with Article XVI, Section 5 (Job Descriptions) of the Collective Bargaining Agreement), job duties, work schedules and duty locations for all of the union-represented security guard employees hired pursuant to this Agreement. Similarly, the Library shall have the sole right and discretion to determine the number of employees it will require and/or hire into each or any of the three (3) City Classifications identified in Section 1 of this Agreement.
- 4.) In executing this Agreement, the Union and the Library specifically acknowledge and agree that the Library expressly reserves and retains its right, ability and discretion to continue with its long-established practice of utilizing contract security

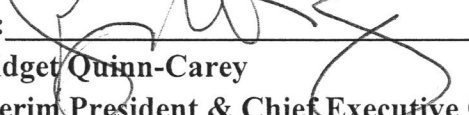
guards in order to support and supplement the Library's overall security and staffing needs. This management right includes, but is not limited to, the Library's right to continue to utilize contract security guards to cover night, overnight, holiday and weekend shifts; as well as to cover *call-outs*, annual leave, sick leave and/or any other absences which may occur within the ranks of both its unionized and non-unionized security employees.

- 5.) Similarly, the Union and Library specifically acknowledge and agree that nothing contained within this Agreement, nor in the Library's decision to hire union-represented security guards as provided herein, shall serve in any way to limit, impede or abridge the Library's exclusive management right to contract out work or services. The parties further agree that the provisions of Paragraph 1 of the Side Letter Agreement executed between the Union and the Library on November 14, 1980, shall remain in full force and effect. For the convenience of the parties, a copy of the November 14, 1980 Side Letter Agreement is attached to this Agreement and is incorporated herein by reference.
- 6.) In a good-faith effort to promote positive employee morale and collaborative labor relations, the Union and the Library agree to reconvene in a Labor-Management Committee Meeting no later than twelve (12) months after the last union-represented security guard is hired and begins work pursuant to this Agreement. The purpose for this meeting will be to allow the parties to discuss and assess the Library's *ongoing* security and staffing needs, and to examine whether reasonable conditions exist which could allow the Library to further reduce its use of contract security guards. In committing to this follow-up meeting and discussion, however, the Library ultimately and expressly retains the sole right and discretion to determine its staffing needs.

All of the aforementioned terms and conditions are effective immediately upon the execution of this Side Letter Agreement by all parties, and shall be specifically incorporated into any renewal, extension or renegotiation of the Collective Bargaining Agreement.

If the foregoing meets your understanding, please signify your full agreement and concurrence by signing all of the enclosed originals of this letter, and returning the same to us.

Sincerely,

By:   
Bridget Quinn-Carey  
Interim President & Chief Executive Officer  
Queens Borough Public Library

Date: 3/15/16

By: David Paskin

David Paskin, Associate Director  
Research and Negotiations  
District Council 37  
AFSCME, AFL-CIO

Date: 3/15/16

By: John Hyslop

John Hyslop, President  
Queens Library Guild  
Local 1321, District Council 37  
AFSCME, AFL-CIO

Date: 3/11/16

Attachment: 11/14/1980 Side Letter Agreement

89-11 Merrick Boulevard Jamaica, New York 11432 212-990-0700

November 14, 1980

Mr. Victor Gotbaum  
Executive Director  
District Council 37, AFSCME, AFL-CIO  
and  
Mr. Robert W. Schmidt  
President  
Queens Borough Library Guild  
Local 1321, D.C. 37, AFSCME, AFL-CIO  
140 Park Place  
New York, N. Y. 10007

Dear Messrs. Gotbaum and Schmidt:

I refer you to the collective bargaining agreement between Queens Borough Public Library ("the Library") and District Council 37 and its affiliated Local 1321, AFSCME, AFL-CIO (collectively, "the Union") dated June 20, 1980, for the period July 1, 1980 through June 30, 1982.

It is further agreed between us, as follows:

1. Prior to the implementation of any contract for the performance by outside contractors of any services theretofore performed by Library employees, the Library agreed to discuss with the Labor-Management Committee the reasons for such contracting out. It is agreed that the determination to contract out, the selection of contractors, the scope of the contract and the implementation thereof are exclusively management rights, not to be abridged or impeded in any way and such matters are not to be grievable in any way.

2. Approval of requests for leave without pay for job-related education shall be granted when practicable. Denial of such requests shall not be grievable.

Please indicate your agreement to the foregoing by signing in the appropriate lines below.

Very truly yours,

QUEENS BOROUGH PUBLIC LIBRARY

*Constance B. Cooke*

Constance B. Cooke  
Director

AGREED TO NOVEMBER , 1980:  
DISTRICT COUNCIL 37, AFSCME, AFL-CIO

By 

Victor Gotbaum, Executive Director

by  
QUEENS BOROUGH LIBRARY GUILD  
LOCAL 1321, D.C. 37, AFSCME, AFL-CIO

By 

Robert W. Schmidt, President