



November 20, 2017

David Paskin
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: Procedure for implementing Union-Represented Custodial Shift Changes

Dear Mr. Paskin and Mr. Hyslop:

I refer you to the Collective Bargaining Agreement for the period of January 1, 2015 to December 30, 2020, 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 recognize and agree that the Library has a compelling need to provide efficient and high quality custodial services throughout the library system for the benefit of all Library employees and customers; and

WHEREAS, the Library and the Union acknowledge the Library’s management right to create and/or eliminate certain custodial shifts from time to time, as determined by the Library in its sole discretion, and

WHEREAS, the Library and the Union seek to promote collaborative and harmonious labor-management relations in the context of any such custodial shift changes.

THEREFORE, the Union and the Library agree as follows:

1. In a situation where the Library determines, at its sole discretion, *to discontinue* one (1) or more union-represented custodial shift(s) ***and where*** the Library ***also*** determines, at its sole discretion, *to create and implement any new custodial shift(s)*, the following procedure is agreed to by the Union and the Library, and shall be followed:

a.) The Library's Facilities & Environmental Services Department ("FES") will provide the Union with written notice of the custodial shift(s) it intends to discontinue, and of the new custodial shift(s) it intends to create and implement.

b.) FES will then examine its voluntary transfer lists for any *pre-existing* custodial shifts which are currently vacant, and in the event that any current incumbent has an active voluntary transfer request into any such vacancy, his/her transfer request shall be honored on the basis of seniority. For purposes of this Side Letter Agreement, the Library and the Union further agree that any new custodial shift(s) which the Library intends to create and implement ***shall not*** be subject to any voluntary transfers pursuant to Section 1(b) and/or Section 1(c).

c.) In the event that any incumbent custodians voluntarily transfer as a result of this process, any *resulting vacancies will also be* examined by FES to determine whether or not any of those now vacant shifts have any incumbent custodians on their respective voluntary transfer lists, and his/her transfer request shall be honored on the basis of seniority.

d.) The Union acknowledges that it is the responsibility of all custodial employees to periodically refresh their transfer requests. In a good-faith effort to support that process, FES agrees it will provide written notice to all custodial employees on a bi-annual basis (on or before January 30th of each calendar year, starting in January of 2018, and on or before July 31st of each calendar year) reiterating FES' process for soliciting and maintaining custodial voluntary transfer requests and encouraging all custodial employees to renew/refresh his/her transfer requests.

e.) After providing such written notice to the Union, and granting any custodial transfers as described in Sections 1(a), 1(b) and 1(c), above, the Library will then meet with all incumbent custodians who are serving in the custodial shift(s) which will be discontinued ("impacted custodian(s)").

f.) During this meeting, each impacted custodian will be provided with written notice of the discontinuation of his/her specific shift, and he/she will also be provided with a list containing all applicable new custodial shifts within his/her respective City Classification (Senior Library Custodian, Library Custodian, Assistant Library Custodian, Junior Library Custodian), as well as any pre-existing custodial shifts within his/her respective City Classification which are ***then currently vacant after the*** transfer process provided for in Section 1(b) and 1(c) of this Agreement has been exhausted.

g.) Each impacted custodian will then be given seven (7) calendar days from the date FES provides written notice of his/her discontinuation of shift to review and consider the newly created custodial shifts and any applicable pre-existing vacant custodial shifts (that are within his/her City Classification). At the end of this seven (7) day period, each impacted custodian shall then submit his/her written selection for all applicable available shifts ranked in order of preference (with number one (1) representing his/her first choice, number two (2) representing his/her second choice, and so on).

h.) Once FES has received the written ranked selections from all impacted custodians, FES shall award the choice of shifts to these impacted custodians based on seniority order by providing no less than thirty (30) days' written notice to each impacted custodian of his/her new shift which results from this selection process.

i.) For purposes of this Side Letter Agreement, the parties agree that in the event that a new shift is to be created and implemented in the same location and/or agency and where FES has also decided to eliminate one or more custodial shift(s) (including but not limited to, in Central Library or Flushing Library, by way of example), the resident custodian whose shift is being eliminated shall have the "first pick" of any such new custodial shifts that are being created and implemented at his/her home location. In the event that more than one shift is being eliminated at a location (and where new shift(s) are also being created and implemented at that same location), the resident custodians whose shifts are being eliminated at that location shall have the "first pick" of any such new custodial shifts that are being created at his/her home location on the basis of seniority.

j.) The Library acknowledges and agrees that any Annual Leave which has been previously approved and scheduled for each impacted custodian shall be honored throughout the remainder of the current Annual Leave year when he/she relocates to his/her new shift.

k.) The Library also agrees that no impacted custodian shall have his/her City Classification reduced (such as demoting a Library Custodian to an Assistant Library Custodian, or to a Junior Library Custodian) as a result of his/her shift being discontinued in accordance with this Agreement.

l.) Once all impacted custodians have been advised of the results of this shift-selection process, the Library shall then have the sole right and discretion to post internally and/or externally in order to fill any remaining custodial vacancies. Any current incumbent who is not an impacted custodian may then apply for any such remaining vacancies, and his/her qualifications will then be considered by the Library in the resulting interview and selection process.

2. In a situation where the Library determines, at its sole discretion, to *create and implement one (1) or more new union-represented custodial shift(s)* – but ***where no*** pre-existing custodial shift is also *being discontinued* – the following procedure is agreed to by the Union and the Library, and shall be followed:

a.) FES will provide the Union with written notice of the custodial shift(s) it intends to create/implement.

b.) FES will then provide written notice to all current incumbent custodians, identifying any such new custodial shift(s), including the corresponding City Classification of any such new shift(s) (Senior Library Custodian, Library Custodian, Assistant Library Custodian, Junior Library Custodian), and inviting any interested incumbent custodian to submit a written voluntary transfer request with respect to any new custodial shift which corresponds to his/her respective City Classification. Incumbent custodians must submit any such written voluntary transfer requests within seven (7) calendar days from the date FES provides written notice of any new custodial shifts.

c.) FES will then review any custodial voluntary transfer requests that are submitted, and any such new shifts shall be awarded to incumbent custodians on the basis of seniority (provided that any such shift also corresponds to his/her City Classification), and FES shall provide written notice to those incumbent custodians who have obtained a new shift as a result of this process.

d.) The Union and the Library agree that because this shift selection is a purely voluntary process, the Library shall have the right, at its sole discretion, to implement the voluntary transfer of any incumbent custodian who successfully obtains a new shift under Section 2 of this Agreement within seven (7) calendar days.

e.) In the event that this process serves to then create any vacancies in any pre-existing custodial shifts (by virtue of an incumbent custodian selecting and transferring into a newly created shift based on his/her seniority), the Library shall then notify all custodial incumbents of any such vacancies, at which point any incumbent custodian interested in any such vacancies shall be required to submit a written voluntary transfer request for any such vacancy (and which also corresponds to his/her City Classification) to FES within seven (7) calendar days of any such notification. FES will then review any resulting transfer request, and will grant such requests on the basis of seniority.

f.) The Union and the Library agree that because this shift selection is a purely voluntary process, the Library shall have the right, at its sole discretion, to implement the transfer of any incumbent custodian who successfully obtains a new shift under Section 2(e) of this Agreement within seven (7) calendar days.

g.) Once incumbent custodians who have successfully obtained transfers under Section 2 of this Agreement have been advised of the results of this shift-selection process, the Library *shall then have the sole right and discretion to post internally and/or externally* in order to fill *any remaining union-represented custodial vacancies*. Any incumbent custodian may then apply for any such remaining vacancies, and his/her qualifications will then be considered by the Library in the resulting interview and selection process.

h.) The Library acknowledges and agrees that any Annual Leave which has been previously approved and scheduled for any custodian who receives a voluntary transfer under Section 2 of this Agreement shall be honored when he/she relocates to his/her new shift throughout the remainder of that Annual Leave year.

i.) The Library also agrees that no incumbent custodian who receives a voluntary transfer under Section 2 of this Agreement shall have his/her City Classification reduced (such as demoting a Library Custodian to an Assistant Library Custodian, or to a Junior Library Custodian) as a result of such a voluntary transfer.

3. In entering into this Side Letter Agreement, the Library and the Union mutually recognize and acknowledge that the spirit behind it is to allow the Library to schedule and staff its custodial operations in a manner which, in the Library's sole discretion, best and most efficiently serves the needs of its internal and external customers, and which best addresses the needs of its facilities. Similarly, the Library and the Union mutually recognize and acknowledge that this Agreement is also intended to reasonably mitigate the discontinuation of custodial shifts upon the impacted custodians, while at the same time also attempting to minimize the disruption to all of the other custodial incumbents whose shifts are not being discontinued.

4. In entering into this Side Letter Agreement, the Union and the Library specifically acknowledge and agree that nothing contained herein is in any way intended, and shall not in any way serve to diminish or to otherwise infringe in any way upon the Library's established management rights as contained within Article III (Management Rights) of the parties' Collective Bargaining Agreement.

5. The Union and the Library also acknowledge and agree that in the event that any of the provisions contained within this Side Letter Agreement conflict with any provision contained within the parties' Collective Bargaining Agreement (including, but not limited to, Article IV, Section 9) this provisions contained within this Agreement shall control.

6. 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 the existing Collective Bargaining Agreement and any renewal, extension or renegotiation thereof.

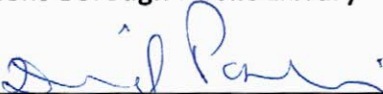
If the foregoing meets your understanding, please signify your full agreement and concurrence by signing all of the enclosed originals of this letter, and returning the same to us.

Sincerely,

By:  _____

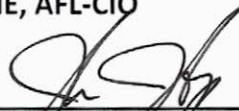
Date: 12/7/17

Dennis M. Walcott
President & Chief Executive Officer
Queens Borough Public Library

By:  _____

Date: 11/27/17

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

By:  _____

Date: 11/21/17

John Hyslop, President
Queens Library Guild
Local 1321, District Council 37
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cc: Moira Dolan, Senior Assistant Director, Research & Negotiations, District Council 37
Leo Morris, Council Representative for Local 1321, District Council 37