



Local 1321 News

DISTRICT COUNCIL 37, AFSCME, AFL-CIO
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President's Message—

Drawing Strength from 2016 Gains to Meet This Year's Challenges



John Hyslop
Local 1321 President

LAST YEAR was an amazing year for Queens Library and Local 1321, but in 2017 Union power will be buffeted by political forces

We accomplished so much in 2016, making Queens Library a better place to work and in turn making Queens Library a better place for our customers. These accomplishments would not have happened if were not for the collaboration and cooperation of people who shared the same goal: making Queens Library a better place to work.

First, our cooperation with elected officials garnered the necessary funds to hire more staff. They recognized that your hard work makes our library an integral part of our city. Even though we got more money, we still need more staff. We need more staff to meet the growing demands of our library including consistent after-school programs; full-time adult literacy classes; more hours; cleaner facilities; more technology demands; and more payroll and human resources demands. This is an amazing institution and our customers keep demanding more.

Second, our cooperation with the library's administration brought resolution to many outstanding problems affecting staff including constructive dialog to resolve issues before they grow; making the Dedicated Sick Leave program easier to use; resolving grievances; hiring more staff; allowing non-union staff to join our union without interference; negotiating a contract; and improving morale.

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New Local 1321 Working Conditions Contract

LOCAL 1321's BARGAINING Committee and the library's administration reached a historic deal to replace our working conditions contract, which was last negotiated in 1999. The bargaining committee consisted of John Hyslop, President; Margaret Gibson, Executive Vice President; Kyle Douglas, Vice President Non-librarian Professionals and Technical Employees; Ann-Marie Josephs, Secretary; Kerline Piedra, Vice President Librarians; Roma Ramdhan, Vice President Clerical; Thomas Wynn, Vice President Blue Collar; Moira Dolan, Senior Assistant Director, DC 37 Research and Negotiations; and Meaghean Murphy, DC 37 Assistant General Counsel.

For over 17 years, Local 1321 members worked with an outdated contract that neglected many pressing issues. During those 17 years, the library's administration was caustic and dismissive of the workers' issues. Not until a new administration was in place were we able to have a constructive dialog about the issues facing Queens Library workers.

The administration agreed to bargain for a new contract, and the local's Bargaining Committee spent many hours formulating demands and meeting with library staff and each other. After four negotiating sessions, we came to an agreement. As you will see, we were not able to get everything the members needed, and we had to compromise on one management demand. However, in the end, we believe that this contract is a good one that will benefit Local 1321 members and the Queens Library now and for years to come.

On Dec. 20, 2016, the General Membership ratified the contract by 97%.

This overwhelming majority speaks volumes for this contract.

After the contract is signed, the Local will mail a copy to all the members.

Settlement Summary between Local 1321, DC 37, AFSCME and Queens Public Library

Term – January 1, 2015 - December 31, 2020

Article II – Bargaining Units – Grant-funded staff with two or more years of service will now be covered by the contract. If grant funding ends, all reasonable efforts will be made to redeploy the staff member to another funded line. If this is not possible, the layoff and recall provisions of the contract will apply.

Additional titles will be added to the bargaining unit. Final list available 12/9/16.

For the newly represented, mutually-agreed FLSA exempt titles the following terms will apply. Employees will earn compensatory time after 35 hours for first year to transition staffing and workflow. Effective 1/1/18, the existing contract language will apply. FLSA exempt employees will earn straight time cash or compensatory time between 35-40 hours, 1.5X cash over 40, until he/she reaches the "overtime salary cap" promulgated by NYC OLR, currently \$81,788. After reaching the cap during the calendar year, he/she will earn straight time compensatory time.

Article III – The Library will share information to improve the Union's ability to make a counter proposal in circumstances where contracted out work would displace bargaining unit members.

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New Local 1321 Working Conditions Contract (continued from pg. 2)

Article IV, New Section 1 a – All applicable salary schedules shall be updated within 30 days after across-the-board wage increases and a copy provided to the Union.

Article IV, Section 11 – Sunday Service Staffing assignments in branches where coverage is required shall be staffed consistent with Central Library policy – volunteers from other branches will be offered shifts on a rotating basis.

Article IV, Section 14 – Effective 1/1/17, annual and sick leave may be used in units of 30 minutes, instead of one hour.

Article IV, Section 15 – Up to 40 hours of sick leave can be used to care for an ill family member. (Increase of 19 hours from 21 hours to 40.)

Article IV, Sec 14 – Effective as 1/1/17, Schedule H shall be amended such that all employees will earn one Sick Leave day per month, an increase of two days per year for employees with less than five years.

Article IV, New Section 18 – Other excused time - QPL will be closed to the public on Labor Day Weekend; and excused time up to four hours for member's first visit to PSU and for preventative cancer screening, including, breast, prostate and colon cancer.

Article V, Section 2 – Temperature – A full mechanical breakdown is not required to trigger compensatory time clock calculation. Non-public service (NPS) staff are now covered by this provision as well as public service staff. NPS staff begin to earn compensatory time one hour after the temperature thresholds are met. Public service staff begin to earn compensatory time one hour after arrival and temperature

thresholds are met. QPL will provide temperature and humidity indicators that measure and indicate humidity and there will be mutual agreement on the placement of devices. The temperature thresholds are: heat – 85 degrees and 44% humidity, and the cold threshold is 62 degrees.

Article V, Section 11 & 12 – Delete inapplicable Workers' Compensation language that refers to City Law Department. Use QPL Policies & Procedures as appropriate procedure.

Article VII, Section 1 (D) – Temporary Assignments – 20 days increased to no more than 25 days.

Article X, New Section A – Hiring and Promotional Panels for represented titles will have a Union Representative as a member of the panel.

Article XV, Citywide – Mass Transit Breakdown – In the event of a major system-wide mass transit breakdown, lateness will be excused for employees able to report for work during the day after mass transit is restored.

Article XV – Incorporate NYS Paid Family Leave Law, effective January 1, 2018.

Article XVI, Section 2 – Foul Weather Gear – For Blue Collar employees the existing list of items currently purchased by QPL will be listed in the contract and will now include boots.

Article XVI, Section 6 – Reimbursement for parking or travel, up to \$10.00, to attend one-day meetings or to travel between branches for midday coverage.

Article XVI, New Section 7 – Funded positions vacant for six months, except those as a result of an approved leave, must be posted.

Refresher on Earning Overtime

WITH the New Year and new union members, a refresher on earning overtime is useful.

All union staff, both exempt and non-exempt, earn overtime if they work more than one hour over their normal hours of work. A quick distinction, for overtime work the Federal Labor Standards Act divides employees into two categories: people who cannot earn overtime (“Exempt”) and people who can earn overtime (“Non-exempt”). The rules for who is exempt and who is non-exempt are confusing. If you believe that



you have been misclassified, please contact your union.

Regardless of your exempt or non-exempt status, now that you are a member of Local 1321, you earn overtime and the following rules apply.

- 1.** Overtime and standby time have to be voluntary or involuntary and both have to be given in writing.
- 2.** Any overtime between 35 and 40 hours in a week gets compensated in straight time. If involuntary, it gets paid in cash. If voluntary, it gets paid in time (comp time).
- 3.** Any overtime over 40 hours in a week gets compensated in cash at time and a half, unless the employee asks for it in time.
- 4.** For EXEMPT employees ONLY, there is an overtime cap. If your salary reaches the cap at any point in the year, you stop getting paid in cash and earn overtime in straight comp time. The cap is now \$81,000.
- 5.** If you are recalled from home for authorized involuntary overtime, you are guaranteed at least four hours of overtime paid in cash. If it's voluntary, you are paid in time, but it has to be a minimum of four hours. Regardless if it is voluntary or involuntary, all work over 40 hours is paid at time and a half.
- 6.** If you volunteer to standby, you receive 1/2 hour of compensatory time for every 1 hour of standby time. If you are required, ordered and/or scheduled on an involuntary basis to standby, you will receive overtime payment in cash on the basis of 1/2 hour for each 1 hour of standby time.

When Should an Employee be Reimbursed for any Carfare in Excess of that Normally Paid?

ARTICLE XVI - WORK RULES AND RELATED

Section 6. Travel Reimbursement for Temporary Assignments

Whenever an employee is temporarily assigned to report from home to an agency other than that to which the employee is regularly assigned, the Library shall reimburse such employee for any carfare in excess of that normally paid.

Recently there was a misunderstanding related to an employee that was temporarily assigned at another location and it was necessary that the employee receive carfare in excess of that normally paid. I believe the scenarios below will do a better job of clearly explaining and educating members to be more empowered when making decisions related to **Travel Reimbursement for Temporary Assignments**.



Scenario 1

John Doe currently walks to work every day because the library is only 5 minutes walking distance away from home. John Doe requested to be transferred to another library, but the library is 1 hour away from home, so it is necessary to take public transportation or drive. Since John Doe volunteered to be transferred, the library is not obligated to reimburse John Doe any carfare.

Scenario 2

John Doe applied for a position at another library and was promoted. The library is 1.5 hours away, and John Doe now has to pay an extra carfare. The library is still not obligated to reimburse John Doe because, again, it was voluntary.

Scenario 3

Jane Doe lives 5 minutes walking distance away from the library. The library where Jane Doe is permanently assigned has an issue with the roof. The library has to be closed, and Jane Doe is temporarily assigned to another library that is 20 minutes away by car or public transportation. The library is obligated to pay Jane Doe carfare from her home to the library, and from the library back to her home.

Scenario 4

Jane Doe is still at the location where she has been temporarily assigned, but has to attend a meeting at another location. The library will need to pay Jane Doe carfare from home to the location where the meeting is being held, from the meeting to the library where she is temporarily assigned and from there back to her home.

Scenario 5

Jane Doe travels to her temporary location and when she reaches there, she is informed that she has to provide coverage for lunch breaks at another location.

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Welcome New Members to Local 1321

AFTER A SUCCESSFUL eighteen-month unionizing campaign, 79 non-union members will have the ability to join Local 1321. The following titles are now in the bargaining unit:

- Administrative Accountant
- Associate Accountant
- Associate Graphic Artist
- Associate Project Manager
- Certified Applications Specialist
- Community Assistant
- Computer Associate 1 Software
- Computer Associate 1 Tech
- Computer Programmer Analyst
- Construction Project Manager
- Maintenance Facilities Supervisor
- Maintenance Supervisor
- Principal Administrative Associate
- Principal Librarians, previously excluded
- Project Manager
- Purchasing Agent
- Senior Investigator
- Stenographer/Secretary
- Senior Library Custodians
- Supervising Computer Services
- Supervising Librarians, previously excluded
- Systems Administrators
- Technical Support Aide IIs, previously excluded
- Telecommunications Associates

In June 2015, a few non-union staff approached the union about joining. After some discussion and research, DC 37 determined that the contract's exclusion clause was not relevant any more. In September 2015, Local 1321 began an organizing campaign asking non-union staff to sign union cards. After getting a majority of people to sign cards, DC 37 and Local 1321 asked acting-Director Bridget Quinn-Carey to voluntarily recognize people's right to join a union. She refused to do that and then left.

Director Dennis Walcott's first labor relations action was to recognize the

non-union staff's desire to unionize. We had a number of meetings, inching closer to an agreement. Finally, in the fall of 2016, we agreed to incorporate the titles into the contract being negotiated. On Dec. 9, 2016, the union cards were certified by an arbitrator. And on Dec. 20, 2016, Local 1321 members ratified and the Library's trustees approved the contract.

The campaign was successful because of the cooperation between DC 37, Local 1321 and the non-union staff. We worked together to ensure that people's wishes were honored.

We must also acknowledge the new library administration's acceptance of people's legal right to join a union.

Their respect for working men

and women and their right to organize collectively is a refreshing change and makes for a more constructive workplace.

Now, as members of Local 1321, the following rights are GUARANTEED in our contract and CANNOT be changed without negotiating with your union:

- you have the right to representation;
- the annual leave you earn will be given to you on July 1 of every year and you can carry-over of up to 10 annual leave days;
- your current annual leave accruals will remain the same;
- overtime must be scheduled on a rotating basis;
- shift changes must first be conducted voluntarily and, if no volunteers, in inverse order of seniority;
- you are eligible to work Sunday Service overtime;
- you accrue one day of sick leave per month;
- people hired on or before June 30, 2004 will cash out their sick leave on the basis of one day of terminal leave for two days of sick leave;
- people hired on or after July 1, 2004 will cash out their sick leave on the basis of one day of terminal leave for three days of sick leave;
- you earn one bonus day July 1 of every year if you are on pay status;
- you will get excused time for visiting DC 37's Personal Service Unit;
- you will get excused time for preventive cancer screenings;
- you will get Labor Day weekend off;
- you will earn compensatory time when buildings reach extreme temperatures;
- the administration must follow all the policies in the Policy and Procedures Manual;
- you will receive four days of bereavement leave for family members and one day for grandparents;
- if layoffs happen, they must be done in seniority order by title;
- a union representative will be present at all hiring and/or promotional panels for internal and external candidates for all represented positions;
- you will earn shift differential when working more than one hour between the hours of 6 p.m. and 8 a.m.;
- you will now earn overtime for hours worked overtime - you will now be compensated, in time or cash, for hours worked over 35; however, for exempt employees, from January 1, 2017 - December 31, 2017, you will earn overtime as straight compensatory time. After this first year, everyone will follow the contract's overtime language;
- your shift cannot be changed to avoid paying overtime;
- and, finally, if the administration violates these provisions, you have the right to file a grievance.

Changes to the Dedicated Sick Leave Policy

THE library's administration and the Local's leadership just signed an agreement amending the Dedicated Sick Leave policy. In August 2016, we had a labor-management meeting to evaluate the program's first year and discuss any changes. The union made recommendations and after some discussion, the administration agreed. The following are the changes to the policy.

Before, to be eligible to receive donated sick leave, you needed to be on sick leave for a certain amount of time. Now, the only eligibility to receive donated sick leave is that your illness or injury must not be job related.

Before, if you were a 10-year em-



ployee, you had to apply for and receive the sick leave grant under Section 3.5 of the "Leave Regulations for Employees who are Under the Career and Salary Plan as amended," before receiving any donated sick leave. Now, those employees can receive dedicated sick leave be-

fore the sick leave grant.

Before, for every two days of donated sick leave, one day was added to the sick leave bank. Now, for every one day of donated sick leave, one day is added to the sick leave bank.

The new agreement breaks down some of the barriers for donors and recipients and proves that management and union collaboration benefit everyone. We hope that these changes encourage all to participate.



Reginald St. Fort, ACLM Cambria Heights; Sharon Banks, CLM, Cambria Heights; and Kacper Jeracki collaborating on 2016 Haitian art festival.

Snowstorm letter to library administration

Email sent to Lew Finkelman, Jackie Martinez and Andy Wedmore on February 14, 2017

Lew,

I am reaching out to you on behalf of Local 1321 membership to express our displeasure with the Administration's response to the snowstorm of Thursday February 9th. We understand that Queens Library is a vital public resource and customers rely on us every day. However, the decisions made, first to open the library late, and then to close, placed some library staff's safety in danger and upset almost everyone.

- The message about the late opening was confusing. A number of staff members who do not work in public service reported to work that morning because the email announcing the 12 pm opening was addressed to "public-service staff". Those members came to and left work during the height of the storm making their commute treacherous.
- Staff were concerned for their safety driving to and from work, and decided not to come to work.
- Staff wondered how working in an open branch with one or two staff members would be safe.
- Staff were upset with the late decision, especially when many would have to commute during the height of the storm.
- In parts of the metro area, local municipalities banned non-emergency vehicles from traveling on their roads, making it impossible for some to come to work. Mayor DeBlasio encouraged people not to drive early that morning.
- Other institutions such as public schools and the other two library systems announced their closings much earlier than Queens.

We understand that predicting weather is difficult. However, all of us were getting the same dire weather reports. When the Queens Library's message stated the library will open late, that angered almost all the members. To provide context for this anger, we have years of experience with the prior Administration making poor decisions during weather emergencies. We hope that in the future the administration factors in staff's safety just as much as keeping the branch open.

President's Message (continued from page 1)

Third, our cooperation with DC 37 ensured that 100% of Local 1321 members signed union cards; questioned and then answered the dated exclusion clause of our contract allowing over one hundred non-union staff to join Local 1321; won a grievance because the library wrongly calculated the hourly rate of regular shift differential earners; won an MVO overtime skip grievance; and finally negotiated a good contract.

Finally, Local 1321 members cooperated to build a strong union that supports our library. That strength protected our rights; supported the union's bargaining committee to create a good contract; proved to the non-union staff that joining a union is worthwhile; won an office associate out-of-title grievance; and finally made our library a better place to work.

We do have many challenges ahead of us including negotiating a new economic contract between DC 37 and New York City; a president and politicians who have disdain for unions and public employees and support tax cuts that could destroy public services; individuals and organizations that are suing unions to disband them; and wealthy elites who support drastic tax cuts.

What we demonstrated in 2016 is that cooperation and constructive dialog can overcome many obstacles and will continue to make Queens Library a better place to work; make us a strong union advocating for the working men and women of Queens Library; and will overcome the challenges that we face in 2017.

In solidarity,
John Hyslop
President

When Should an Employee be Reimbursed for any Carfare in Excess of that Normally Paid? (continued from page 5)

The library will need to pay Jane Doe carfare from home to her temporary assigned location, to the location where she has to provide coverage, and from there back to her temporary assigned location and then back to her home at the end of the day.

Please remember that "knowledge is power," and it is important that you as members become more familiar with Local 1321 Working Contract so you can confidently exercise your rights and let your voices be heard when necessary.

—Submitted by **Margaret Gibson**
Executive Vice President, Local 1321



Welcome New Members to Local 1321 (continued from page 7)

Besides all the contract provisions, you now have a union to advocate for you. During every budget advocacy season, your union will fight to increase the library's budget to hire more people. And in the unlikely event that the library proposes layoffs, your union will take every legal means to fight the layoffs.

Most of you have seen how Local 1321 has fought for its members and for the Queens Library. The ONLY reason Tom Galante is gone is because Local 1321 went on the

offensive and let everyone know how corrupt he was. The ONLY reason the library stopped the contracting out of custodians and security was because of the union. The ONLY reason we continue to have these health care benefits is because of the union. The ONLY reason we have a pension is because of the union. Our union is vital to your way of life. We are proud that non-union staff put their faith in us. Together, we can protect our livelihood and make Queens Library a great place to work.



Local 1321 members and supporters Marching in the 2017 St. Pat's for All Parade in Sunnyside.



CLMs Matthew Allison, Peninsula, and Kacper Jeracki, Seaside with the Peninsula Bus during Superstorm Sandy.

Queens Library Guild
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