September 27, 2019



Rose Lovaglio-Miller
Director, Research & Negotiations QUEENS PUBLIC LIBRARY
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: Uniform Allowance for Represented Employees who are required to wear Library-Issued Uniforms

Dear Ms. Lovaglio-Miller 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 (DC37), 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 City of New York has, for a number of years, issued Office of Labor Relations (OLR) Pay Orders providing for a Uniform Allowance each pay period for *DC37-represented* Library Custodians, encompassing all custodial City Classifications (to ensure that these employees are able to report to work in clean and presentable uniforms); and

**WHEREAS**, the Library and the Union agree that, given that various other represented employees within certain City Classifications are *also required* to wear and maintain *library-issued* uniforms in connection with their day-to-day duties, principles of fairness and equity reasonably lend themselves to providing these *similarly situated* employees with this same Uniform Allowance

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

- 1. As of the date that this Agreement has been fully executed by the parties, all represented employees who are required to wear library-issued uniforms in connection with their job duties (and who actually wear such uniforms on a daily basis) shall receive the same Uniform Allowance as the Library's custodial employees.
- 2. For purposes of this Agreement, the parties recognize that represented employees in the following City Classifications<sup>1</sup> will, generally speaking, fall within the scope of eligibility for this Uniform Allowance:
  - Assistant Library Maintainer;
  - Associate Investigator;
  - Library Attendant Guard;
  - Library Maintainer (includes employees with the Library Maintainer <u>in-house</u> job title, as well as those with the Security Technician <u>in-house</u> job title);
  - Maintenance Facilities Supervisor;
  - Maintenance Supervisor;
  - Motor Vehicle Operator;
  - Senior Investigator;
  - Senior Library Attendant Guard;
  - · Supervisor; and
  - Watchperson
- 3. Currently, the custodial Uniform Allowance is \$14.19 per pay period. The parties further agree that, moving forward, to the extent that *OLR issues subsequent* Pay Orders that serve to increase the Uniform Allowance *for Library Custodians*, the Uniform Allowance for all other represented employees covered under this Agreement *shall be correspondingly increased* as well.
- 4. Finally, the parties recognize and agree that nothing contained within this Agreement will serve to modify or discontinue the Library's well established practice of providing all custodial and maintenance employees with new uniforms on an annual basis. Similarly, nothing contained within this Agreement will serve to modify or discontinue the provisions contained within Article XVI, Section 2 (Blue Collar Employees' Foul Weather Gear) of the Collective Bargaining Agreement.

<sup>&</sup>lt;sup>1</sup> The Union acknowledges and agrees *that not all* represented employees *within* the following City Classifications are required to wear a library-issued uniform in conjunction with their day-to-day job duties: Associate Investigator; Maintenance Facilities Supervisor; Maintenance Supervisor; Senior Investigator and Supervisor. As such, not all represented employees within these City Classifications are eligible to receive a Uniform Allowance.

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,

Dennis M. Walcott

President & Chief Executive Officer Queens Borough Public Library

v: Pose Jovestio Miller Date: 10/15/2019

Rose Lovaglio-Miller

Research and Negotiations

**District Council 37** 

AFSCME, AFL-CIO

John Hyslop, President

Queens Library Guild

Local 1321, District Council 37

AFSCME, AFL-CIO

cc: Moira Dolan, Senior Assistant Director, Research & Negotiations, District Council 37 Leo Morris, Council Representative for Local 1321, District Council 37