



December 9, 2019

Rose Lovaglio-Miller  
Director, Research & Negotiations  
District Council 37  
AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10077

QUEENS PUBLIC LIBRARY

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

***Re: Addendum to the 10/1/08 "CFM Maintainers working in Central Library"  
Side Letter Agreement***

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"). Additionally, I refer you to the Side Letter Agreement dated 10/1/08 and entitled, "CFM Maintainers working in Central Library," which is contained within the Collective Bargaining Agreement (hereinafter the "10/1/08 Side Letter Agreement").

**WHEREAS**, the Library and the Union acknowledge that pursuant to 10/1/08 Side Letter Agreement, only those Library Maintainers (hereinafter, "Certified Maintainers") who have obtained a Certificate of Qualification for Refrigeration System Operating Engineer as duly recognized by the Fire Department of the City of New York (hereinafter, "Certification") are allowed to work within the Central Library during the "cooling season"; and

**WHEREAS**, the Library and the Union acknowledge and agree that notwithstanding the provisions contained within the 10/1/08 Side Letter Agreement (including, but not limited to, Section 3 of that Agreement), Certified Maintainers regularly working an in-house/inside shift at the Central Library are required to perform a substantial number of unique and complex duties *on a year-round basis* – including outside of the "cooling season." These complex responsibilities include, but are not limited to, performing required preventative and/or routine maintenance for the Refrigeration Power Plant, the *Tycogen* Chillers and related components. The Union further acknowledges and stipulates that

these numerous duties and responsibilities *are unique* to the Central Library, and that Library Maintainers who work *outside of* the Central Library (who are also known as "Outside Maintainers"), including at the Flushing Library, and at all of the other community libraries throughout the Queens Public Library system, *are not* required obtain/maintain the Certification or to perform these duties as a regular part of their day-to-day responsibilities.

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

1. As of the date this Agreement has been fully executed by the parties, principles of fairness and equity reasonably require that Section 3 of the 10/1/08 Side Letter Agreement *shall be amended* so that Certified Maintainers who work at the Central Library shall receive a shift differential of fifteen percent (15%), and this differential shall remain in place year round<sup>1</sup> -- so that this differential shall no longer be confined to the "cooling season." Moving forward, the 15% shift differential established under this Addendum shall also be known as the "Certified Central Maintainer HVAC Shift Differential."
2. Moreover, as of the date this Agreement has been fully executed by the parties, the Library and the Union agree that only Certified Maintainers shall be eligible to work in in-house/inside shifts at the Central Library throughout the entire calendar year.
3. Additionally, as of the date this Agreement has been fully executed by the parties, the Library and the Union agree *that only* Certified Maintainers shall be eligible to participate in the Library Maintainers' *overtime rotation for the Central Library throughout the entire calendar year with respect to HVAC-related overtime opportunities*. At the same time, Certified Maintainers shall continue to be eligible to participate in the Library Maintainers' overtime rotation for any other overtime opportunities *that arise outside of the Central Library* throughout the entire calendar year.<sup>2</sup> Similarly, "Outside Maintainers" who *do not*

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<sup>1</sup> Consistent with the Library's established past practice, and in recognition of the critical role which Certified Maintainers play in the continuing operations of the Central Library, the parties agree that this 15% differential *shall remain in place* even when a Certified Maintainer is on paid Sick Leave or out on Annual Leave – *provided that* he/she regularly works in an in-house/inside shift at the Central Library, *and does not* serve in an "Outside Maintainer" shift where he/she regularly performs duties outside of the Central Library. Additionally, in the event that a Certified Maintainer who regularly works an in-house/inside shift at the Central Library is temporarily assigned to work outside of the Central Library, such as on an *ad hoc* basis, or in order to cover the absence of an "Outside Maintainer," he/she shall nevertheless *still receive* this 15% shift differential for any such work.

<sup>2</sup> The Union acknowledges and agrees that there may be some Library Maintainers who, *while they are* Certified Maintainers, do not regularly work in an in-house/inside shift within the Central Library (also known as "Outside Maintainers"). With respect to any such individuals, they will be eligible to participate in the Library Maintainers' overtime rotation for the Central Library (because they hold the required Certification) – *and if the overtime project is HVAC-related, they shall receive* the 15% Certified Maintainer HVAC Shift Differential for any such overtime work. However, if the overtime opportunity at the Central Library is not HVAC-related (and thus, "project overtime," *they will not receive* the 15% Certified Central Maintainer HVAC Shift Differential for any such work. Finally, an "Outside Maintainer" who *otherwise*


hold the Certification shall nevertheless be allowed to participate in the Library Maintainers' overtime rotation for the Central Library for non-HVAC related overtime opportunities (also known as "project overtime," which includes tasks such as painting, plastering, carpet installation, office construction, LED retrofitting, etc.)

4. The Library and the Union further acknowledge and agree that for all Certified Maintainers who regularly work in an in-house/inside shift within the Central Library, this 15% shift differential shall be included within the calculation of his/her hourly rate for purposes of any overtime pay earned by such Certified Maintainer – irrespective of whether or not such overtime work occurs at the Central Library, or at any other location.
5. Other than the modifications to the 10/1/08 Side Letter Agreement contained within this Addendum hereinabove, the parties agree that all other terms and conditions of the 10/1/08 Side Letter Agreement shall remain in full force and effect.

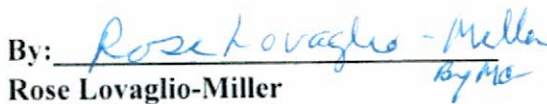
All of the aforementioned terms and conditions of this Addendum are effective immediately upon the execution of this Side Letter Agreement by all parties, and shall be specifically incorporated into the existing Collective Bargaining Agreement and any renewal, extension or renegotiation thereof.

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

Date: 12/16/19

By:   
Rose Lovaglio-Miller  
Research and Negotiations  
District Council 37  
AFSCME, AFL-CIO

Date: 12/13/2019

holds the Certification will not receive the 15% Certified Maintainer HVAC Shift Differential for any work that they regularly perform outside of the Central Library as an "Outside Maintainer."

By:  \_\_\_\_\_

Date: 12/9/19

**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**