

AGREEMENT BETWEEN  
THE NEW YORK PUBLIC LIBRARY AND  
LOCAL 1930, DISTRICT COUNCIL 37, AFSCME, AFL-CIO

EFFECTIVE SEPTEMBER 26, 2017- MAY 25, 2021

## TABLE OF CONTENTS

<b>Article No.</b>	<b>Name of Article</b>	<b>Page No.</b>
I	Recognition	4
II	Non-Discriminatory Policy	9
III	Union Security	9
IV	Salaries	10
V	Welfare Fund	11
VI	Pay Differentials	12
VII	Disciplinary Procedure	13
VIII	Grievance Procedure	14
IX	Interpretation of Agreement	16
X	Scheduling	16
XI	Leave Regulations	18
XII	Union Rights	24
XIII	Union Officials	25
XIV	Information to the Union	26
XV	Automation	26
XVI	Library Facilities	27
XVII	Extreme Temperature Procedures	27
XVIII	Promotions	28
XIX	Classification	29
XX	Transfer Policy	30
XXI	Staffing	30
XXII	Terms of Appointment	30
XXIII	Union Committee on Technology and Staff Development	32
XXIV	Past Benefits	33
XXV	No Strike Clause	34
XXVI	Personnel Data	34

XXVII	Jury Duty	35
XXVIII	Management Responsibilities	36
XXIX	Death Benefits	36
XXX	Economic Terms	36
XXXI	Flexible Spending Account	39
XXXII	Layoff/Recall Procedure	39
XXXIII	Duration of Agreement	41

ADDENDUM

1. Non Discrimination Policy concerning Marital Status Letter of Agreement
2. Intellectual Freedom and For Reader’s Rights of Privacy Letter of Information (12/31/71)
3. Librarian/Specialist 8% Salary Increase for One Year Settlement Agreement (3/29/01)
4. Performance Based Upgrade Memorandum of Agreement (4/18/05) (modified within the contract, Article XXVI, Section 6)
5. Art Handlers Memorandum of Agreement (5/30/06)
6. Flexible Spending Account Side Letter (1/17/07)
7. Library Site Manager Memorandum of Agreement (12/16/08)
8. Creation of Collections and Circulating Operations Letter of Agreement (02/04/09)
9. Non-City Reimbursed Employees and Retirees of NYPL Will Become Members of the Trust Memorandum of Agreement (3/11/10)
10. Layoff Language Memorandum of Agreement (5/24/11) (modified within the contract, Article XXXII, Section 8)
11. Elimination of 90 day Eligibility Waiting Period Memorandum of Agreement (1/1/12)
12. Consolidation of Technical Services Operation into a Singular Operation at NYPL and BPL-BookOps Memorandum of Agreement (5/2/13)
13. Community Liaison Assistant Upgrade to Specialist II Side Letter (4/17/15)
14. Hiring of Librarian Trainees (Internal) Memorandum of Agreement (9/18/15)
15. Conversion of Library Technical Assistant IVs to Collection Photographers for the Digital Imaging Unit Memorandum of Agreement (9/30/16)
16. Hiring of Librarian Trainees (External) Memorandum of Agreement (11/2/16)
17. Conversion of Andrew Heiskell Library Braille and Talking Book Library (LB) Clerical Staff to CCO Title Series Memorandum of Agreement (1/17/17)
18. Retitling the Librarian II Position to Senior Librarian and the Librarian III Position to Supervising Librarian in the BookOps – Cataloging Division Memorandum of Agreement (4 /20/18)

Recognizing that The New York Public Library and its staff members mutually desire the best possible library services for its users, and whereas the Library collects, catalogs, preserves, and provides access to materials so that the Library may serve users today and in the future, this Collective Bargaining Agreement is entered into this 30th day of April 2019 to be effective September 26, 2019 – May 25, 2021, between THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX and TILDEN FOUNDATION, organized under the laws of the State of New York, hereinafter called the "Library", and Local 1930 of the AMERICAN FEDERATION of STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO and DISTRICT COUNCIL 37 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union". Please note, the previous contract was extended from July 2, 2017 through September 25, 2017.

<b>ARTICLE I RECOGNITION</b>
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**Section 1.** The Library recognizes the Union as the representative of, and this Agreement shall apply to, the staff members in the titles listed below, who have submitted check-off authorizations or who make required payments of dues directly to the Union pursuant to Article III of this Agreement, with certain exceptions involving supervisory or confidential positions:

- Accounting Clerk I - Level I
- Accounting Clerk II - Level II
- Accounting Clerk III - Level III
- Art Handler
- Assistant to Systems Support Officer
- Audio Visual Aid Technician (provided no other union presently represents the incumbents of this title)
- Cashier
- Clerk Stenographer
- Clerk Typist I
- Clerk Typist II - Level I
- Clerk Typist II - Level III
- Clerk Typist III - Level II
- Clerk Typist III - Level III
- Clerk Typist IV - Level I (with exceptions)
- Collections Processing Assistant I
- Collections Processing Assistant II
- Collections Processing Associate
- Community Liaison Assistant
- Computer Operator I - III

Computer Operator Trainee  
Computer Service Assistant  
Conservation Assistant  
Conservation Specialist  
Conservation Technician  
Film Video Historian  
Illustrator  
LB Systems Support Associate  
Librarian  
Librarian I  
Librarian II  
Librarian III  
Librarian IV  
Library Administrative Assistant  
Library Administrative Associate  
Library Information Assistant  
Librarian Trainee  
Library Clerical Assistant I  
Library Clerical Assistant II - Level I  
Library Clerical Assistant II - Level III  
Library Manager  
Library Technical Assistant I  
Library Technical Assistant II  
Library Technical Assistant III  
Library Technical Assistant IV  
Manager, Audio Book Studio  
Office Aide I  
Office Aide II  
Office Aide III  
Office Appliance Operator  
Office Associate I (with exceptions)  
Office Associate II  
Office Associate III (with exceptions)  
PC/LAN Support Technician Level I  
PC/LAN Support Technician Level II  
PC Maintenance Technician  
Personnel Assistant  
Personnel Records Clerk - Level II  
Personnel Records Clerk - Level III  
Principal Librarian  
Programmer  
Programmer Trainee  
Proofreader

Public Relations Assistant  
 Purchasing Assistant - Level I  
 Secretary I  
 Secretary II (with exceptions)  
 Senior Collections Processing Associate  
 Senior Illustrator  
 Senior Librarian  
 Senior Programmer  
 Senior Systems Analyst  
 Specialist I  
 Specialist II  
 Specialist III  
 Specialist IV  
 Statistical Clerk  
 Stenographer  
 Stenographic/Secretarial Associate (with exceptions)  
 Stenographer/Secretary - Level II (with exceptions)  
 Supervising Audio Technician  
 Supervising Librarian  
 Supervising Proofreader  
 Systems Analyst  
 Systems Analyst Trainee  
 Telecommunications Technician  
 Telephone Operator - Level II  
 Telephone Operator - Level III

The following positions comprise the exceptions excluded from the bargaining unit:

Clerk Typist IV - Level I	- President's Office
Office Associate I (2)	- Office of The Branch Libraries
Office Associate I	- Human Resources Department Employment and Placement Office
Office Associate I	- Human Resources Department Employment and Placement Office
Office Associate III	- Human Resources Department Employment and Placement Office
Office Associate III	- Human Resources Department Personnel Records Office
Secretary II	- Public Relations Office Secretary to Manager
Secretary II	- Director's Office
Secretary II	- Library Information and On-line Systems Processing Office

Secretary II	Secretary to Manager - Human Resources Department Employment and Placement Office
Secretary II	- Human Resources Department Benefits Office
Secretary II	- Preparation Services Secretary to Associate Director
Secretary II	- Humanities and Social Sciences Research Center Secretary to Associate Director
Secretary II	- Research Libraries Administrative Office
Senior Librarian Stenographer/Secretary-Level II	- Office of The Branch Libraries - Office of The Branch Libraries - Secretary to Coordinator of Administrative Services
Stenographer/Secretary-Level II	- Bronx Borough Office- Secretary to Bronx Borough Coordinator
Stenographer/Secretary-Level II	- Manhattan Borough Office - Secretary to Borough Coordinator
Stenographer/Secretary-Level II	- Staten Island Borough Office Secretary to Staten Island Borough Coordinator
Stenographic/ Secretarial	- Stavros Niarchos Foundation Library Associate Secretary to Chief Librarian
Stenographic/ Secretarial	- Office of The Branch Libraries- Associate Secretary to Assistant Director
Supervising Librarian Supervising Librarian	- Technical Services Administration - Technical Services - Associate Director, Material Acquisition Office
Library Administrative Assistant	- Schomburg Center for Research in Black Culture/Public Affairs and Development (2 positions)
Library Administrative Assistant	- Accounting Office
Library Administrative Associate	- Development Office
Library Administrative Associate	- The Schomburg Center for Research in Black Culture/Public Affairs and Development (2 positions)
Library Administrative Associate	- Staten Island Borough Office
Library Administrative Associate	- Purchasing Office (3)
Library Administrative Associate	- Technical and Computer Services, The Branch Libraries

For the purpose of this Agreement, the term "staff member" shall not include a person employed on a temporary basis or compensated on the basis of per diem, per hour, honorarium or lump sum contract.

**Section 2.** The Library agrees that during the term of this Agreement it will not recognize any other union as the representative of the staff members (as defined in Section 1). It is agreed by the parties hereto that nothing in this Agreement shall be construed as requiring any staff member to join the Union. The right of any staff member to join any union of their choice or to refrain from joining any union is recognized by the parties to this Agreement.

The Library shall not interfere with the right of any person in its employ to become a member of the Union, if they so desire, and the Library shall not discriminate against, interfere with, or coerce any staff member because of their membership in the Union.

The Union shall not interfere with, or coerce any person employed by The Library in any capacity with respect to Union membership. The Union shall not engage in collection of penalties or assessments, solicitations of members, or drives for membership during working hours. However, any District Council 37 staff member may confer with Library staff in branch library staff rooms during the staff member's own time provided there is no objection by other staff members present.

Nothing herein shall be construed to preclude or restrict the right of each person in the Library's employ, whether a member of the Union or not, to confer directly with the Library, or the right of the Library to confer directly with any such person, on any matter relating to terms and conditions of employment or otherwise.

**Section 3.** Pursuant to the Memorandum of Agreement between the Library and Local 1930, DC 37, AFSCME, AFL-CIO, the terms of that Library Site Manager Memorandum of Agreement dated September 15, 2008, and attached hereto as Appendix A, are hereby incorporated into this Collective Bargaining Agreement. To the extent that there is any difference in terms between Appendix A and any other part of this Collective Bargaining Agreement, Appendix A governs.

**Section 4.** Pursuant to the Letter of Agreement between the Library and Local 1930, DC 37, AFSCME, AFL-CIO, the terms of the Collections Processing Letter of Agreement dated January 23, 2009, and attached hereto as Appendix A, are hereby incorporated into this Collective Bargaining Agreement. To the extent that there is any difference in terms between Appendix A and any other part of this Collective Bargaining Agreement, Appendix A governs.



**ARTICLE II  
NON - DISCRIMINATORY POLICY**

The Library and the Union do not and shall not discriminate against any staff member or applicant for employment because of all protected characteristics inclusive of race, color, creed, religion, sex, age, gender identity and/or expression, partnership status, pregnancy, national origin, alienage, citizenship status, marital status, sexual orientation, disability, predisposing genetic characteristics, military status, veteran status, political affiliation, arrest or conviction record, the exercising of their rights associated with the Defense of Marriage Act (DOMA) or any other characteristic protected by law with respect to wages, hours, or any terms or conditions of employment, including but not limited to recruitment, employment, appointment, promotion, transfer, terminations, and selection for training.

**ARTICLE III  
UNION SECURITY**

**Section 1.** Effective with the signing of this Agreement, all staff members who are members of the Union and all staff members who subsequently join the Union shall maintain their membership in good standing during the term of this Agreement.

**Section 2.** Effective with the signing of this Agreement, all staff members who are not union members shall decide within thirty days whether they wish to:

a) Join the Union and pay the appropriate periodic dues required as a condition of membership in the Union

**OR**

b) Decline to join the Union but pay to the Union a contract consideration fee equivalent to the appropriate periodic dues required of Union members.

A staff member who chooses neither of these options shall be dismissed from the employ of The Library.

**Section 3.** Staff members who are Union members paying appropriate periodic dues and staff members paying the contract consideration fee may cause the dues or fee to be paid by authorizing the withholding of the appropriate amount from their salary check via a check-off system. In lieu of such check-off a staff member may make direct payment to the Union.

**Section 4.** Each staff member who elects the check-off system for payment of the periodic dues or the contract consideration fee shall submit to the Library's Payroll Office

a check-off authorization on a form approved by The Library and the Union and distributed by the Library to each staff member in a title covered by this Agreement. The Library shall thereupon submit to the Union a list of such staff members and their units, indicating the decision made by each staff member regarding check-off for membership dues or contract consideration fee.

**Section 5.** Any person appointed to a position in The Library after the signing of this Agreement, and during the remaining term of this Agreement, shall have thirty days from the date of appointment in which to decide whether to join the Union and pay the appropriate periodic dues or decline to join the Union but pay the equivalent contract consideration fee. The staff member shall record their decision on a form provided for this purpose. Any such person who chooses neither of these options shall be dismissed from the employ of the Library.

**Section 6.**

a) Should District Council 37 elect to participate in a separate segregated fund established pursuant to applicable law, including Title 2 USC, Section 441b, to receive contributions to be used for the support of candidates for federal office, it shall have the right in conformance with applicable law to have checkoffs to that fund for such political purposes.

b) Any staff member covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from the staff member's wages for such purpose in an authorization form acceptable to the Library, which bears the signature of the staff member.

<b>ARTICLE IV SALARIES</b>
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With regard to salaries, this Agreement shall in all respects follow the terms of the applicable Labor Relations orders implementing applicable agreements between District Council 37, representing the staff of The New York Public Library, and the City of New York regarding salaries of Librarian Trainee, Librarian, Senior Librarian, Supervising Librarian, and Principal Librarian; and The Library agrees to corresponding salary treatment for those positions paid from private funds in the titles of Librarian Trainee, Librarian I, Librarian II, Librarian III and Librarian IV.

The Library shall continue to make every reasonable effort to expedite the payment of agreed upon wage increases, overtime compensation, shift differential pay, premium pay, and approved staff member out-of-pocket expenses, and the Union shall be kept apprised of all progress.

The Library shall continue to make every reasonable effort to provide adequate notice of a staff member's salary garnishments.

<b>ARTICLE V WELFARE FUND</b>
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**Section 1.**

a) To the extent permitted by law and specified in other sections of this Article, the Library agrees to provide a welfare plan which shall match the "Health and Security benefits available as a consequence of Article XIII of the 1995-2001 City Wide Contract between the City of New York and District Council 37, AFSCME, AFL-CIO. Such benefits will be available to full-time salaried staff members, part-time salaried staff members, and retirees separated from payroll subsequent to June 30, 1970, in accordance with the eligibility and other regulations specified by the City of New York and/or District Council 37.

b) District Council 37 shall provide written advice which specifies the benefits available to eligible persons on and subsequent to July 1, 1978 as well as pertinent regulations and shall report similarly in writing any revisions adopted during the period of this Agreement. Sufficient time, not to exceed four (4) months following receipt of such written notice, shall be allowed The Library for the implementation of any new or revised benefits.

c) Subject to conditions imposed by the respective carriers for group participation, staff members who work at least 17 1/2 hours per week, but less than 20 hours per week, shall as a group be entitled to pay for their own health insurance for health plans presently provided to full-time staff members. The Library shall have no obligation for premium contributions for such part time staff members but shall receive such contributions from the affected staff members as a group and remit such contributions to the carriers.

d) For such period as the City provides the portion of the funds under Section 1(b) for the purpose of benefits previously provided through the "Educational Fund" The Library agrees to contribute to the DC 37/NYPL Health and Security Plan Trust \$100 per annum per staff member in previously covered private titles.

**ARTICLE VI  
PAY DIFFERENTIALS**

**Section 1.** Privately paid librarians who complete their degree by December 31, 2009 shall be paid an educational differential of \$600.00 per year when they have, in addition to the graduate library science degree, a graduate degree from a recognized university. In the case of a degree awarded by a university outside the United States of America, recognition of this degree is subject to equivalency determination by the United States Office of Education. The Library will request City approval and funds for comparable treatment of City paid staff in librarian titles.

**Section 2.** As long as the City of New York agrees to pay for shift differential as provided in Article III of the 1995-2001 City-Wide Contract between the City of New York and District Council 37, AFSCME, AFL-CIO, The Library shall elect this coverage for those staff members on City budget lines, and The Library shall also provide, during such period, equivalent coverage for its privately paid staff members. For employees hired on or after July 1, 2004, the night differential will be in effect from 8:00pm to 8:00am for the first three years of employment.

**Section 3.** Meal allowances and overtime shall be paid in accordance with Articles IV of the 1995-2001 City-Wide Contract between the City of New York and District Council 37, AFSCME, AFL-CIO.

a) Overtime

Employees are paid at their regular rate of pay for all hours worked up to forty (40) hours in a workweek. Those staff members who work more than forty (40) hours in a workweek must be paid at the overtime rate of one and one-half (1 ½) times their regular hourly rate of pay for all time actually worked.

Employees who volunteer to work on Sunday to provide public service are entitled to one and one-half times (1½) their regular rate of pay for all hours worked on Sunday irrespective of the Fair Labor Standards Act.

b) Meal Allowances

(i) Effective as indicated below employees who work authorized overtime, except as set forth below, shall be entitled to the following meal allowances:

	Effective 11/26/99
For two continuous hours of overtime	\$ 8.25
For five continuous hours of overtime	\$ 8.75
For seven continuous hours of overtime	\$10.75

For ten continuous hours of overtime	\$11.75
For fifteen continuous hours of overtime	\$12.75

(ii) Time off for meals shall not be computed as overtime. However, such time off shall not affect the continuity requirement for the above meal allowances.

(iii) Employees who are paid in cash or who are compensated in time at the rate of time and one-half (1 ½ x) for overtime may not receive such time for meal allowance.

c) Car Allowances

For business related use of a personal vehicle, employees will be reimbursed at the federal government mileage rate in effect at the time of travel. The current standard mileage rate is available on the IRS website.

The mileage allowance is not to include payment for the distance traveled from the employee's home to the first work location in a given day or from the last work location to the employee's home unless the employee is authorized and required to carry special equipment or materials which cannot feasibly be transported via mass transit. Overtime work must be authorized by a supervisor, and employees should be provided with reasonable advance notice by their supervisors of the need for such overtime work.

<p><b>ARTICLE VII</b> <b>DISCIPLINARY PROCEDURE</b></p>
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**Section 1.** This Article shall not apply to subject matters referred to in Section 12 of *Article XXII*. (Job Security). Nothing in this Article shall prohibit The Library from taking appropriate non-disciplinary action with regard to physical or mental disability.

**Section 2.** In the event a staff member requests union representation for a meeting that may reasonably lead to disciplinary action, the meeting may be rescheduled to a mutually convenient time within 48 hours. In the event that the requested union representative is unavailable within 48 hours, another union representative shall be scheduled to attend chosen by the union.

Upon the decision of The Library to consider a disciplinary action of suspension, demotion or dismissal against a staff member for cause, written notice of the charges and the time for a hearing shall be given in advance of such hearing to the staff member. At the hearing, the staff member shall be entitled to be represented by the Union. Hearings to consider such suspension, demotion, or dismissal shall be held by the appropriate Department Head or the Department Head's representative and the designee of the Vice President for Human Resources. The Affirmative Action Officer may not be the hearing officer in connection with the discipline of a staff member that resulted from an

investigation by the Affirmative Action Officer of a claim against that staff member.

**Section 3.** A staff member may be suspended immediately for up to fifteen (15) working days when there is reason to believe that the staff member presents an actual and continuous threat to persons or property or when there is reason to believe that the staff member has engaged in criminal conduct while on the premises. The staff member may also be suspended immediately for up to fifteen (15) working days when they twice explicitly refuse the same instructions from a supervisor or for failure to perform their duties by reason of other grossly disruptive conduct, including intoxication while on duty. The hearing referred to in Section 2 shall be held as soon as possible.

**Section 4.** Except for the provisions in Section 3 above, no suspension, demotion, or dismissal shall be imposed upon any staff member until the hearing provided for in Section 2 above has been held, a determination made, and a copy of the determination in writing served upon the staff member, nor shall any suspension imposed at such hearing be in excess of thirty (30) working days. No staff member shall be fined as a disciplinary measure. Suspension without pay shall not be regarded as a fine.

**Section 5.** Within thirty (30) calendar days from the date of service of the determination after the disciplinary hearing, the Union, with the consent of the staff member, shall be entitled to appeal the decision of the hearing officers to the Vice President for Human Resources at Step 4 of the grievance procedure for those staff members with trial and regular appointments, and if the staff member has a regular appointment, through the remaining higher grievance procedure steps, including arbitration provided, however, that matters pursuant to Section 12 of Article XXII regarding the refusal to grant a regular appointment at the appropriate time shall not be subject to the provisions of this disciplinary procedure Article or to any appeal, grievance or arbitration pursuant to this Agreement or otherwise.

**Section 6.** The selection of arbitrators shall be done pursuant to the American Arbitration Association Rules for Labor Arbitrations (“AAA”), except that, the AAA shall provide the parties two opportunities to select from an arbitrator list of at least ten names without restriction on the ability to strike arbitrators. Only if the parties are unable to select a mutually acceptable arbitrator after the second list may the AAA provide a final list that limits the ability to strike arbitrators.

<b>ARTICLE VIII GRIEVANCE PROCEDURE</b>
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Step 1:

A grievance should first be discussed with the immediate supervisor, and, if not resolved by that supervisor shall then be discussed within sixty (60) working days of the

occurrence of the problem with the staff member's Library Manager, division head, or other unit head. If the staff member desires to be accompanied by a steward and/or other Union representative, an appointment must be made in advance; the unit head will schedule a meeting within three (3) working days and will attempt to adjust the grievance during the second subsequent working day. At this step, a written statement of the grievance is preferred but not required. A written decision on the grievance, if deemed appropriate by either party, will be released on the third subsequent working day. This step may be omitted by mutual agreement.

**Step 2:**

It shall be presumed that the grievance has been satisfactorily resolved at Step I unless the staff member submits a written statement to the contrary to the supervisor or unit head at the next higher administrative level, if there is one below the Department Head, within three (3) working days after the completion of Step I. This supervisor or unit head will then schedule a meeting with the staff member and, if the staff member wishes, a steward and/or other Union representative within three (3) working days and will attempt to adjust the grievance during the second subsequent working day. A written decision on the grievance if deemed appropriate by either party, will be released on the third subsequent working day. This step may be omitted or the time extended by mutual agreement.

**Step 3:**

It shall be presumed that the grievance has been satisfactorily resolved at Step 2 (or Step I if Step 2 is not applicable) unless the staff member submits a written statement to the contrary to the appropriate Department Head within three (3) working days after the completion of Step 2. The Department Head and the designee of the Vice President for Human Resources will conduct a hearing within seven (7) working days of receipt of such written statement, and a written response will be released to the staff member within seven subsequent working days. The staff member may be accompanied at this step by a steward and/or other Union representative. This step may be omitted or the time extended by mutual agreement.

**Step 4:**

It shall be presumed that the grievance has been satisfactorily resolved at Step 3 unless the staff member submits a written statement to the Vice President of Human Resources who has been designated to do so by the President of The Library appealing the Step 3 decision within five (5) working days. The Vice President, or their designated representative, will then, if they deem it necessary, conduct a hearing open to those eligible to attend the hearing at Step 3 and the decision shall be rendered in writing within ten (10) working days.

**Step 5:**

Appeals from a unsatisfactory decision at Step 4 may be brought by the grievant

to impartial arbitration within fifteen (15) working days of receipt of the decision by referring the grievance to the American Arbitration Association, the arbitrator to be selected in accordance with the rules of the American Arbitration Association. In this arbitration step, the entire case, in all its aspects, both procedural and substantive, shall be put before the arbitrator. The cost of such arbitration shall be borne by the grievant and/or their representative and The Library. The decision of the arbitrator shall be final and binding.

The selection of arbitrators shall be done pursuant to the American Arbitration Association Rules for Labor Arbitrations (“AAA”), except that, the AAA shall provide the parties two opportunities to select from an arbitrator list of at least ten names without restriction on the ability to strike arbitrators. Only if the parties are unable to select a mutually acceptable arbitrator after the second list may the AAA provide a final list that limits the ability to strike arbitrators.

**ARTICLE IX  
INTERPRETATION OF AGREEMENT**

Any controversy between the parties concerning the interpretation of this Agreement will be submitted for arbitration and final and binding determination by the American Arbitration Association under its rules.

**ARTICLE X  
SCHEDULING**

**Section 1.** Sunday and holiday work shall be scheduled, where possible, first on a voluntary basis, then on a rotation basis.

**Section 2.** Schedules shall be posted two (2) weeks in advance and may be changed by The Library because of unanticipated situations, including but not limited to, unanticipated requirements imposed by the City of New York, staff allocation problems resulting from absences or budgetary changes, disruption of public transportation, or physical plant breakdowns.

**Section 3.** The Library will implement and comply with the New York City Temporary Schedule Change Law, as applicable to Library operations.

**Section 4.** Staff members may request in advance of schedule making that they be given specific dates or hours free from work.

**Section 5.** When possible, The Library will not require a staff member to work every Saturday, except as a condition of appointment to a position. When scheduling allows, however, a staff member who wishes to work Saturdays shall be allowed to do so,



provided no overtime will result.

**Section 6.** Staff members shall not be required to work involuntarily on a split-shift basis.

**Section 7.** On pay days staff members who have not elected to use direct deposit shall be given ten minutes in addition to regular breaks or ten minutes in addition to the lunch hour (the choice to be determined by the supervisor in relation to staffing needs) as excused time to cash their salary checks.

**Section 8.** In so far as practicable and where staffing permits, staff members shall not be required to work more than two consecutive hours at a public service desk.

**Section 9.** Floating Holidays:

In place of Election Day and Lincoln's Birthday as provided for in Library Administrative Memorandum No. 7, section 8.1, The Library will grant two "floating holidays".

Employees hired on or after July 1, 2004 will not be eligible for one floating holiday.

**Section 10.**

On designated holidays, The Library shall close as follows:

When Christmas falls on a Sunday, The Library will close the preceding Saturday.

When July 4<sup>th</sup> falls on a Monday, the Library will close the preceding Saturday.

When July 4<sup>th</sup> falls on Friday, The Library will close the following Saturday.

The Library shall close on the Saturday preceding Memorial Day and Labor Day.

When Christmas falls on:

Tuesday, The Library will close early (5 p.m.) on Monday;

Friday, The Library will close early (5 p.m.) on Thursday;

Saturday, The Library will close early (5 p.m.) on Friday

Notwithstanding these closings, staff schedules will be adjusted so that each staff member works their required hours during the week in which there is a Saturday or early closing.

**Section 11.** The 20-minute paid break and Shift Time shall be reinstated for all Librarians and Specialists

**ARTICLE XI  
LEAVE REGULATIONS**

**Section 1. ANNUAL LEAVE**

a) A combined vacation, personal business, and religious holiday leave with full pay, known as "annual leave", shall be granted to all staff members and such leave shall accrue in accordance with the following schedule:

For all staff members hired prior to July 1, 1986, annual leave will be accrued as follows:

For all Staff members hired prior to July 1, 1986 Annual Leave will be accrued as follows

Normal Work week schedule in hours	Less than 8 Years		8-15 Years		15 or more years	
	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit
40 or more	160	13:20	200	16:40	216	18:00
35-39	140	11:40	175	14:35	189	15:45
30-34	120	10:00	150	12:30	162	13:30
25-29	100	8:20	125	10:25	135	11:15
20-24	80	6:40	100	8:20	108	9:00
17-19	70	5:50	88	7:20	95	7:55
15-16	60	5:00	75	6:15	81	6:45
10-14	40	3:20	50	4:10	54	4:30
Less than 10	None	None	None	None	None	None

For all staff hired on or before June 30, 2004 annual leave will be accrued as follows

Normal Work week schedule in hours	Less than 5 years		5-7 years		8-15 years		15 or more years	
	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit
40 or more	120	10	160	13:20	200	16:40	216	18:00
35-39	105	8:45	140	11:40	175	14:35	189	15:45
30-34	90	7:30	120	10:00	150	12:30	162	13:30
25-29	75	6:15	100	8:20	125	10:25	135	11:15
20-24	60	5	80	6:40	100	8:20	108	9:00
17-19	52:30	4:25	70	5:50	88	7:20	95	7:55
15-16	45	3:45	60	5:00	75	6:15	81	6:45
10-14	30	2:30	40	3:20	50	4:10	54	4:30
Less than 10	None	None	None	None	None	None	None	None

For all staff hired on or after July 1, 2004 annual leave on a new schedule as recorded below

Normal Work week schedule in hours	1-4 years		5th year		6th year		7th year	
	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit
40 or more	120	10:00	128:00	10:40	136:00	11:20	144:00	12:00
35-39	105	8:45	112:00	9:20	119:00	9:55	126:00	10:30
30-34	90	7:30	96:00	8:00	102:00	8:30	108:00	9:00
25-29	75	6:15	80:00	6:40	85:00	7:05	90:00	7:30
20-24	60	5:00	64:00	5:20	68:00	5:40	72:00	6:00
17-19	52:30	4:25	56:00	4:40	59:30	5:00	63:00	5:15
15-16	45:00	3:45	48:00	4:00	51:00	4:15	54:00	4:30
10-14	30:00	2:30	32:00	2:40	34:00	2:50	36:00	3:00
Less than 10	None	None	None	None	None	None	None	None

	8th year		9th year		10th year		11th year	
Normal Work week schedule in hours	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit
40 or more	152:00	12:40	160:00	13:20	168:00	14:00	176	14:40
35-39	133:00	11:05	140:00	11:40	147:00	12:15	154:00	12:50
30-34	114:00	9:30	120:00	10:00	126:00	10:30	132:00	11:00
25-29	95:00	7:55	100:00	8:20	105:00	8:45	110:00	9:10
20-24	76:00	6:20	80:00	6:40	84:00	7:00	88:00	7:20
17-19	66:30	5:35	70:00	5:50	73:30	6:10	77:00	6:25
15-16	57:00	4:45	60:00	5:00	63:00	5:15	66:00	5:30
10-14	38:00	3:10	40:00	3:20	42:00	3:30	44:00	3:40
Less than 10	None	None	None	None	None	None	None	None
	12th year		13th year		14-16th year		17+ year	
Normal Work week schedule in hours	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit	Annual Credit	Monthly Credit
40 or more	184:00	15:20	192:00	16:00	200:00	16:40	216:00	18:00
35-39	161:00	13:25	168:00	14:00	175:00	14:35	189:00	15:45
30-34	138:00	11:30	144:00	12:00	150:00	12:30	162:00	13:30
25-29	115:00	9:35	120:00	10:00	125:00	10:25	135:00	11:15
20-24	92:00	7:40	96:00	8:00	100:00	8:20	108:00	9:00
17-19	80:30	6:45	84:00	7:00	87:30	7:20	94:30	7:55
15-16	69:00	5:45	72:00	6:00	75:00	6:15	81:00	6:45
10-14	46:00	3:50	48:00	4:00	50:00	4:10	54:00	4:30
Less than 10	None	None	None	None	None	None	None	None

b) Staff members may take annual leave at a time of their own choosing during the prescribed vacation year as long as no staffing problem is created in the local unit. Where a problem in staffing exists, initial scheduling of annual leave within the local unit shall be approved on the basis of seniority within the title in The Library.

c) Upon presentations of verification, when a death in a staff member's immediate family occurs while the staff member is on annual leave, such time as is excusable for a death in the immediate family pursuant to LAM# 7 shall not be charged to annual leave.

## **Section 2. SICK LEAVE**

a) According to New York City's Earned Safe and Sick Time Act up to 56 hours of accrued sick days per calendar year for which a staff member is otherwise eligible may be taken for the care of a family member. The law recognizes the following as family members: child, grandchild, spouse, domestic partner, parent, grandparent, child or parent of a spouse or domestic partner and sibling (including half, adopted or step).

b) After one year of employment, staff members who have exhausted their accrued sick leave and annual leave and who have been absent from work for not less than five working days due to the same illness or injury shall be entitled to borrow not more than twelve (12) days of additional sick leave. In cases of termination of employment of such staff members, pay for any such borrowed days not subsequently made up by working the appropriate time to make up such days may be deducted from the final paycheck.

c) Sick leave may be accumulated without limit. Upon retirement with satisfactory service, the staff member shall receive 15% of accumulated sick leave in cash as part of their terminal leave payment.

d) Employees hired on or after July 1, 2004 will accrue sick leave at a rate of 10 days per year for the first five years of employment.

## **Section 3. BEREAVEMENT LEAVE**

a) Library policy regarding time off due to death in the immediate family (i.e., LAM No. 7, section 8.21 shall be amended to provide for a paid leave of absence, not to exceed four (4) work days, in the case of death of a staff member's spouse, registered domestic partner, their natural, foster or step parent, brother, sister, child, father-in-law, mother-in-law, grandchild, or a relative residing in the staff member's household.

b) One (1) workday may be excused in the case of the death of an aunt, uncle, niece, nephew or grandparent who does not reside in the staff member's household.

c) "Domestic partners" are defined as two people, both of whom are 18 years of age or older and neither of whom is married, who have a close and committed personal relationship involving shared responsibilities, who have lived together for a period of one (1) year or more on a continuous basis at the time of registration, and who have registered as domestic partners with the Human Resources Department and have not terminated such registration. A "domestic partnership" shall be registered, and such registration shall be terminated, by the filing of affidavits.

d) No staff member shall register a domestic partner if either member therefore is currently a member of another domestic partnership or was previously a member of another domestic partnership and less than (1) year has expired since the termination of that domestic partnership.

#### **Section 4. DOMESTIC PARTNER FAMILY AND MEDICAL CARE LEAVE**

Domestic partners who satisfy the criteria utilized by The Library to determine eligibility for the Health Plan and/or Supplemental Benefits Coverage shall be treated as if covered by the FMLA.

#### **Section 5. INFANT CARE LEAVE**

Infant care leave of absence shall be granted for a maximum of 36 months to a staff member, male or female, who becomes the parent of an infant child (up to 3 years of age) either by birth or lawful adoption. If both parents of such child are staff members of the Library, they may share the leave as provided in subparagraph d below. In the case of a pregnant staff member, such leave shall commence upon request and reasonable notification, by the staff member to take such leave. For other staff members, upon request supported by documentation and reasonable notification, such leave shall commence immediately preceding or after the birth or adoption.

a) A pregnant staff member shall be permitted to continue to work for such period of time as they are physically capable of performing the duties of their position, and if there is any question on the part of The Library as to their physical capability, they shall be permitted to work if they secure the approval of their doctor.

b) Staff on infant care leave shall be continued in pay status for a period of time equal to their accrued and unused annual leave and compensatory time. Such time in a pay status shall be included within the infant care period provided in Section 5c.

c) The staff member may elect to take one month up to a maximum of 36 months. Staff members who initially elect to take less than the 36 months maximum period of leave may elect to extend such leave by up to two extensions, each extension to be for a minimum of one year, provided that in no case shall the initial leave period plus the one or two extensions total more than 36 months. Any extension shall be upon written application of a staff member on infant care leave to the Benefits Administrator 45 days prior to the expiration of the leave provided, however, that the initial leave of 60 days or less such application shall be made prior to the expiration of the leave by at least one day for each two days of leave.

d) In the event two staff members elect to share the leave, the following conditions shall apply:

- (i) the second leave must begin immediately upon return of the first staff member to work;
- (ii) the second leave shall be for a minimum of one year;
- (iii) the combined leave shall be for no more than 36 months;
- (iv) application for shared leave shall be made in writing to the Benefits Administrator 45 days before the first staff member returns to work.

e) Health insurance shall be provided for pregnant staff members for the first four month of unpaid leave. In the event that the staff member does not return to work by the end of the fourth month of unpaid leave, the Library shall forward the necessary notice to the appropriate insurance carrier who notifies the staff member of the availability of an individual contract on a direct payment basis. For all other staff commencing combined confinement and infant care leave, the Library shall at the appropriate time forward the necessary notice to the appropriate insurance carrier who notifies the staff member of the availability of an individual contract on a direct payment basis.

f) A staff member upon written request to the Benefits Department shall be permitted to return to work at the end of the leave, provided that a formerly pregnant staff member is physically capable of performing the duties of their position. If there is any question on the part of The Library as to their physical capability, they shall be permitted to return to work if they secure the approval of their doctor.

g) At the conclusion of a scheduled infant care leave, The Library shall place the returning staff member in the same position, if available, or not available, in a comparable position to that held prior to their leave until the original position is available.

h) In the event that a staff member who has requested an infant care leave wishes to return prior to the date specified in their request, The Library shall honor such request as soon as possible.

#### **Section 6. NEW YORK STATE PAID FAMILY LEAVE**

The Library will implement and comply with the New York State Paid Family Leave Act, as applicable to Library operations.

#### **Section 7. OTHER**

Reasonable lateness due to transportation slowdowns, weather conditions, or transportation strikes within the City, MTA Express buses, New Jersey Transit, Long Island Rail Road or Metro North shall be regarded as excused time. The staff member shall not be penalized by loss of pay or by overtime work as a result of the above conditions.

In each instance of an emergency closing of a branch or research facility due to conditions outlined above, during which part of the staff is released from duty and time excused, any staff member of that branch or research facility required by The Library to remain on duty shall receive equivalent compensatory time off.

<b>ARTICLE XII UNION RIGHTS</b>
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**Section 1.** In accordance with the regulations and procedures of The Branch Libraries Memorandum No. 40, the Union may hold membership meetings in the public meeting rooms of The Library.

**Section 2.** There shall be a bulletin board set aside specifically for Union material, including the Union's political material, in all branches where physical conditions permit (or a suitable substitute otherwise), except that in the following locations the following number of bulletin boards shall be located:

Stephen A. Schwarzman Building	5
53 <sup>rd</sup> Street Library	4
Bronx Library Center	2
Performing Arts Library	4
Stavros Niarchos Foundation Library	3
St. George Library Center	2
Schomburg Center for Research in Black Culture	2
Library Services Center (LSC)	2

All material to be posted must be submitted to the Director or Acting Director before being posted on the bulletin boards.

**Section 3.** Union material to be posted on bulletin boards may be distributed via The Library's interdepartmental mail system.

**Section 4.** When newly employed staff members are inducted, each staff member will be given an "Authorization for Payroll Deduction" card, an enrollment card for the appropriate Health and Security Plan, a copy of this agreement, and an informative brochure descriptive of the Union, provided that the Union shall supply The Library with



such cards, copies and brochures for such purpose.

**Section 5.** The President of the Local or the designee of the President shall be notified in advance if The Library undertakes any special survey of staff functions. A special survey of staff functions is defined as an extensive study commissioned by The Library administration and carried out by either an individual or group already on the Library staff, or by an individual or group retained for this purpose from outside The Library staff. If a special survey of staff functions culminates in a written report and is made public, the Union shall receive a copy of the report prior to its public release. Any surveys of staff functions which are ordinarily or routinely performed as part of The Library's administrative operations shall not be considered special surveys.

**Section 6.** The Union President or their designee will be allowed to attend a portion of New Hire Orientation for the purpose of presenting and collecting union cards, providing an overview of the Union's benefits / services and explaining elements of the respective Union Contract.

<b>ARTICLE XIII UNION OFFICIALS</b>
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**Section 1.** Staff members serving on the Union Negotiating Committee, up to seven in number, shall be excused from work without loss of pay for time spent negotiating working conditions and salaries with The Library administration and with the appropriate City agencies provided that such absences from duty shall be scheduled sufficiently in advance so as to allow the staff member's division or unit head to avoid impairment of any services.

**Section 2.** One person designated as the Union President shall be granted complete excused time from Library duties, while continuing on The Library payroll, in order to devote full time to Union affairs. Upon completion of the term of office as Union President, The Library guarantees resumption of the same position and grade held when granted excused time.

**Section 3.** Library Stewards shall be allowed time during working hours, subject to notification to the appropriate supervisor, to process grievances when a staff member requests third-party participation.

**Section 4.** Staff members of The Library who are officials of the Union shall be allowed, upon written notice, up to one week of leave with pay to attend Union conventions without charge to annual leave. This allowance will provide excused time for up to five officials once every two years.

**Section 5.** Upon appropriate and reasonable notice to The Library, Union officials shall

be granted a reasonable number of leaves without pay to work on Union affairs.

**Section 6.** Staff members, on their own time, may attend Union meetings scheduled pursuant to Article XII, Section I.

<b>ARTICLE XIV INFORMATION TO THE UNION</b>
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**Section 1.** In individual cases relating to transfer and retention of staff, specific information as to seniority will be made available to the Union upon written request.

**Section 2.** Copies of all Library Administrative Memoranda, Branch Libraries Memoranda, Research Libraries Technical Memoranda, Research Libraries Special Memoranda, and Job Vacancy Descriptions shall be furnished to the Union.

a) Copies of job postings sent by the Library to the Union will be marked so as to indicate whether the position described is included in either the Local 1930 or the Local 374 bargaining unit.

**Section 3.** Appointments to any newly created special temporary positions of six months or less duration will be announced in STAFF NEWS. The Union will be notified of the short term extension beyond six months of any such special assignment.

**Section 4.** The Library and the Union shall continue to furnish each other, upon request, data maintained in the course of business which are relevant and necessary for the full and proper discussion and understanding of subjects under negotiation or for compliance with the terms of this Agreement.

<b>ARTICLE XV AUTOMATION</b>
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The Union shall be kept currently informed of The Library's program for automation. No staff member shall be involuntarily terminated or demoted as the result of the introduction of automation to The Library's services or procedures. When services or procedures are automated, The Library will make every effort to train staff members assigned to the performance of those services or procedures.

**ARTICLE XVI  
LIBRARY FACILITIES**

**Section 1.** The Library agrees to provide all staff members with adequate, clean, safe, and sanitary working facilities in conformity with minimum standards of applicable law.

**Section 2.** Adequate supplies shall be made available in all Library washrooms.

**Section 3.** The Library shall continue to make reasonable efforts to provide for the personal security of staff members working in buildings operated by The Library during the hours that such buildings are open to the public.

**Section 4.** A first aid kit, adequately marked, shall be provided in each Library building.

**Section 5.** No staff members shall be required to provide equipment or tools necessary for the performance of their job duties.

**ARTICLE XVII  
EXTREME TEMPERATURE PROCEDURES**

**Section 1.** This section applies from May 1 through September 30. At least one THI indicator shall be located in the warmest public service area in each library building.

For the purposes of the installation of the THI Indicator, the warmest public service area in each library building shall be determined by a committee including the site manager/department head, a representative of Local 1930, and a representative of the Facilities Operations Office.

A staff member designated by Local 1930 in each unit shall be assigned the responsibility of inspecting the THI indicator and of reporting any reading of 90° and 44% humidity to the supervisor in charge of the library building. Upon the report of a reading of 90° and 44% humidity, the steps noted below shall be taken.

**Section 2.** This section applies from May 1 through September 30. In any library building when the THI indicator reaches 90° and 44% humidity or above for two or more consecutive hours, the staff member in charge shall notify the appropriate administrative office. All scheduled staff can either continue working at the same location, or be reassigned to one of the nearest locations, unless the nearest locations are scheduled to be closed within two hours. Those who continue working in the affected building or area will receive compensatory time on an equal time basis. Staff who choose not to complete their workday will be required to use their own time.

**Section 3.** This section applies from May 1 through September 30. When a THI indicator reaches 90° and 71 % humidity or above for one hour or more, the building or area

affected may be closed after consultation with the appropriate administrative office. If the building does close, all scheduled staff will be reassigned to one of the nearest locations or areas, unless the nearest locations are scheduled to close within two hours, in which case staff will be sent home on library time. If staff are reassigned and choose not to complete their workday, they will be required to use their own time.

**Section 4.** This section applies from October 1 through April 30. When the indoor temperature in any unit drops to below 68 degrees, **for (two) 2 or more consecutive hours**, all scheduled staff can either continue working at the same location, or be reassigned to one of the nearest locations or areas, unless the nearest locations are scheduled to close within two hours. Those who continue working in the affected building or area will receive compensatory time on an equal time basis. Staff who choose not to complete their workday will be required to use their own time. Staff members may be reassigned to other units on succeeding days if the emergency continues.

**Section 5.** NYPL will replace THI Indicators every three (3) years or as needed.

## ARTICLE XVIII PROMOTIONS

**Section 1.** There shall be no prearrangement or preselection in filling a vacant position by promotion to a title covered by this Agreement. Each such position at a promotional level shall not be filled until it has been duly advertised to the staff, except (1) where a position has become excess because of decreases in The Library's income or reorganization of work, in which event The Library shall assign the incumbent of such an excess position to an appropriate position without advertising, and shall so advise the Union, and (2) when a position has been advertised within the previous two months to the staff, and the Union has been advised.

**Section 2.** In filling a vacant position, selection shall be on the basis of specified eligibility requirements, including education, skills, experience, and personal attributes appropriate to the position. Seniority will be a factor only if all qualifications outlined above are equal among the applicants.

**Section 3.** The Library shall maintain a record of all positions for which it is recruiting. This record shall be available in the Human Resources Department to any staff member of the Union.

**Section 4.** No applicant shall be denied a position because they lack job skills or educational requirements which were not specified in the advertisement for that position.

**Section 5.** An applicant for a position shall be advised in writing as to the reasons for a

rejection provided the applicant makes the request in writing. The Library shall make every effort to be as explicit as possible. The results of a test which is not confidential in nature will be provided to the applicant upon written request.

**Section 6.** Two branch clerical assistants will be elected by and from the Office Associate III and the Office Associate I groups to sit on the Advisory Board of The Branch Libraries when clerical promotions and related matters are on the agenda.

**Section 7.** A staff member who has been officially designated by The Library to serve in an acting capacity shall be appointed to that position after no more than six months of satisfactory full time service in the acting capacity provided that the staff member has met the requirements for the position, there is no budgetary restriction prohibiting such appointment, and there is no incumbent on leave from that position.

The Library will copy the Union President on the letter to the staff member at the time they are designated by the Library to serve in an acting capacity.

## ARTICLE XIX CLASSIFICATION

**Section 1.** The job title of each library staff member covered by this Agreement shall be clearly defined in terms of function and salary in either "Memoranda to the Staff" (job advertisements), the "Scheme of Service" of The Branch Libraries, or other documents available to the staff.

**Section 2.** Staff members will normally be assigned duties appropriate to their classification titles. They may not be required to perform, to a substantial degree, duties formerly assigned to a higher or lower classification or duties which cannot reasonably be related to the job description of the positions they occupy. Exceptions will be permitted for training purposes, substitutions because of terminal, sick and annual leaves, and emergencies requiring the temporary reassignment of duties vital to the performance of The Library's functions. A staff member must request reclassification from the Human Resources Department.

**Section 3.** A staff member who is required to take a medical examination to determine if they are physically capable of performing their full duties and who is found not to be so capable shall, as far as practicable, be assigned to in-title and related duties in the same title during the period of their disability. If a suitable position is not available, The Library shall offer them any available opportunity for transfer to another title for which they may qualify.

If such a staff member has ten years or more of retirement system membership service

and is considered permanently unable to perform all the duties of their title and no suitable in-title position is available, they shall be referred to the New York State Employees' Retirement System and recommended for ordinary disability retirement.

**ARTICLE XX  
TRANSFER POLICY**

**Section 1.** No staff member may be transferred unless they have been given at least one week's notification, except for emergencies or proper cause. No staff member resident in Richmond, Bronx or New York Counties shall be involuntarily assigned to work in a region which requires more than one hour scheduled running time, unless such staff member has previously voluntarily agreed to work in such region.

**Section 2.** Transfer application forms shall be made available to staff and be processed through normal channels.

**ARTICLE XXI  
STAFFING**

**Section 1.** A branch with a Supervising Librarian shall have an Office Associate position provided funds are made available by the City for such a position.

**Section 2.** In a title covered by this Agreement, The Library shall not unreasonably fail to fill during the period of terminal leave a position in The Research Libraries which has been vacated by retirement.

**Section 3.** The Library shall notify the Union in writing of any major revision of a class specification before advertising a particular position within that class.

**Section 4.** No staff member shall be laid off, involuntarily demoted to a lower classification, or receive a reduction in salary rate as a result of the use of volunteers or as a result of any contracting out of Library functions.

**ARTICLE XXII  
TERMS OF APPOINTMENT**

**Section 1.** Definitions - The following definitions shall apply to this Article:

a) Trial appointment - The appointment of a person to the staff of The Library for a term not to exceed one year, during which they may be terminated at any time with or

without cause.

b) Regular appointment - The appointment of a person to the staff of The Library with indefinite tenure as defined in Library Administrative Memorandum No.1, as revised January 11, 1996.

**Section 2.** All newly hired full time staff shall be eligible for a regular appointment following a 12 month trial appointment. The trial appointment will be prorated for part time staff.

**Section 3.** Once a staff member has gained a regular appointment in The Library in one classification, they retain that status when they move into another classification, except as provided in Section 3a and 3b of this Article and with the requirement that upon promotion of a staff member, the supervisor concerned shall make a report, not later than the 12th month following promotion, on the work and suitability of the appointee in the higher grade and if the staff member has not proved satisfactory, they may be returned to their former position or to a position with a salary comparable to the former position.

a) Full time staff members shall be granted regular appointments following 12 months of satisfactory full-time paid service, comprising a single 12 month trial appointment.

b) Part-time staff members shall be granted regular appointments following 24 months of satisfactory paid service, comprising two 12 month trial appointments.

c) Please refer to the attached Memorandum of Agreement (Exhibit A) between NYPL and DC 37, Local 1930 for the terms and conditions of employment associated with the Librarian Trainee Program. The terms and conditions of employment for covered employees in the Librarian Trainee Program are set forth in Exhibit A

For Librarian Trainees hired on or after October 28,2016, please refer to the attached Memorandum of Agreement (Exhibit B) between NYPL and DC 37, Local 1930 for the terms and conditions of employment associated with the Librarian Trainee Program. The terms and conditions of employment for new employees hired after October 28, 2016 into the Librarian Trainee Program are set forth in Exhibit B

**Section 4.** As an alternative to termination and to permit further evaluation of performance, an extension for up to six months of a trial appointment may be recommended by The Library, and if concurred in by the staff member involved, may be implemented. Such recommendation is at the exclusive discretion of The Library.

**Section 5.** A staff member shall be notified, prior to the expiration of a trial appointment, pursuant to the terms of Section 2 through 8 of this Article, if a regular appointment is not

to be granted.

**Section 6.** Termination during a trial appointment, the refusal to extend a trial appointment, or the refusal to grant a regular appointment, or the refusal to grant a regular appointment at the appropriate time (see Section 2 through 8 of this Article) shall not be subject to appeal, grievance, or arbitration pursuant to this Agreement or otherwise, and is the exclusive right of The Library.

**Section 7.** No full time, per annum employee covered by this Agreement shall be involuntarily separated from service from the date of execution of this Agreement through June 30, 2002. Nothing within this clause shall diminish The Library's right to suspend or discharge for cause or The Library's right to continue to apply Article XXII of the Collective Bargaining Agreement.

**Section 8.** A person may be hired as a full or part time staff member in any bargaining unit title to work on a specific, Research Library, Branch Library (or joint Research and Branch Libraries), temporarily grant funded project provided that the project (i) is more than twelve (12), but no longer than thirty-six (36) months in duration; and (ii) either involves special skills not held by staff with a regular appointment, or cannot be handled by such staff without adversely affecting the Library's normal operations; provided further that no more than fifty (50) such persons may be employed by the Library at any time absent mutual agreement. Staff members hired pursuant to this provision shall be given a trial appointment as defined in Section 1 for up to one year. If the duration of a project exceeds one year, such staff members shall be given a trial appointment as defined in Section 1 for each additional year or part thereof, not to exceed two trial appointments. Such staff members shall be eligible for a regular appointment following 36 months of satisfactory continuous service on one or more grant project(s) covered by this Section. If a project covered by this section becomes permanently funded, staff members hired for that project shall be subject to normal rules governing appointments set forth in this article.

Upon the hiring of a staff member pursuant to this provision, The Library shall provide the Union with the names of such staff members and the expected length of their appointments, together with a copy of the relevant grant proposal.

For purposes of this section, "**Grant**" includes any one-time money.

<b>ARTICLE XXIII UNION COMMITTEE ON TECHNOLOGY AND STAFF DEVELOPMENT</b>
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Recognizing that utilizing advances in technology is essential to the long term success of the NYPL, and also recognizing that additional training may be necessary, the Parties agree to form a Union Committee on Technology and Staff Development comprised of up



to three (3) individuals designated by the Union and up to three (3) individuals designated by the Library. The Committee will meet once per quarter upon request by either the Library or the Union. Members of the Committee shall be designated for each meeting by both parties according to the agenda to be discussed. The Committee shall be consultative in nature, but may discuss substantive questions. It is designated to serve as an avenue of communication between the Union and Library administration to identify potential areas of technological opportunity, staffing, and/or training to assist the Parties in potential future collective bargaining on the same topics. In order to foster an open dialogue, discussions by the Committee shall be used for the purpose stated above, and may not be used in connection with any other proceeding.

The quarterly Committee meeting shall take place at a mutually agreeable time and place for all committee members and be held on Library time. Union Committee members who wish to meet in preparation for the quarterly meeting may do so on Library time for a period not to exceed one (1) hour.

**AREAS OUTSIDE THE PROVINCE OF UNION COMMITTEE ON TECHNOLOGY AND STAFF DEVELOPMENT:**

a) Policies governing the acquisition, organization and public use of Library materials, including without limitation those provided in the By-Laws of The New York Public Library, Article IV, Section 10.

b) Salaries and other dollar benefits negotiated in bargaining between the City of New York and District Council 37, AFSCME, AFL-CIO and in bargaining between The New York Public Library and Local 1930, District Council 37, AFSCME, AFL-CIO.

c) All matters specified in this Agreement including, without limitation, grievances as set forth in Article VIII of this Agreement, and Management Responsibilities as set forth in Article XXVIII of this Agreement.

d) Powers of the Trustees of The New York Public Library which are contained in the Charter of The New York Public Library.

<p><b>ARTICLE XXIV PAST BENEFITS</b></p>
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Except as modified by the terms and conditions of this Agreement, current personnel rules and regulations are incorporated in this Agreement. Nothing contained in this Agreement shall be interpreted to take away any existing staff benefits.

**ARTICLE XXV  
NO STRIKE CLAUSE**

During the effective term of this Agreement, there shall be no strike, no work stoppage, no slow-down, no picketing nor any other activity obstructing or tending to obstruct the operation of The Library or any of its branches, by the Union or the staff members covered by this Agreement. Nor shall there be any lockout during the effective term of this Agreement.

**ARTICLE XXVI  
PERSONNEL DATA**

**Section 1.** A staff member's personnel file or any file containing evaluative material, if any, about a staff member shall be available for their review, except that pre employment information (such as references) and medical and legal reports received in confidence shall not be made available for the staff member's review.

**Section 2.** No evaluative material on a staff member's conduct, service, character, or personality will be placed in their personnel file or in any file containing evaluative material unless they have had or is given the opportunity to read it and is given a copy upon the staff member's request. The staff member's signature, preferably on the original copy, will signify that they have read the material, but it will not necessarily indicate agreement with its content. The staff member may comment about any of this material and their comments may appear on the original copy or separately for attachment to the specific item. If a staff member's terminal service review has not been processed at the time of departure, upon request a copy shall be mailed to a forwarding address.

**Section 3.** Except for matters specifically excluded in Section 1 above, a staff member shall, by appointment and upon written request, be allowed to see any item in their personnel file or in any other file containing evaluative material about that staff member, and a staff member shall be entitled to receive a copy of any item in such file or files upon request. Nothing in this Article shall be construed to allow one staff member (except for authorized supervisors) to see or receive a copy of any material about another staff member.

**Section 4.** There shall be no secret files of service reviews or of any other evaluative material, except for the material specifically excluded in Section 1 above.

**Section 5.** Service Reviews shall be prepared only in the following instances:

a) At the discretion of The Library until the staff member has been granted regular appointment,

- b) Once during each of the first five years after regular appointment,
- c) Within twelve months after a staff member is transferred or promoted, regardless of length of service in The Library,
- d) On termination unless a service review has been prepared within the last year,
- e) When in the judgment of a supervisor, a staff member fails to meet job requirements, and
- f) Whenever requested by a staff member not subject to annual review, a service review shall be prepared, but not more frequently than once a year.

However, a detailed service review on a staff member's performance need not be prepared if a complete service review has been submitted within the preceding three months.

**Section 6.** Please refer to the Performance Based Upgrade (PUP) Memorandum of Agreement effective April 18, 2005 (Addendum #4) between NYPL and DC 37, Local 1930 for the terms and conditions of the PUP

Part 1 of the PUP Memorandum of Agreement has been amended as follows: For employees hired on or after January 26, 2021, into a Performance Based Upgrade (PUP) eligible title, shall be eligible to receive the PUP after twelve (12) months of active service in the title, provided their job performance is satisfactory in all respects as determined by a performance evaluation.

**Section 7.** Except under binding legal process, The Library shall not furnish information on any staff member to any government or private investigatory agency without the knowledge and consent of that staff member. However, The Library will, as a service to staff members, verify employment pursuant to standard requests from banks and other credit institutions. The Library shall not make any evaluative comments regarding a staff member's job performance to the general public without that staff member's knowledge.

**Section 8.** To the extent possible, a staff member shall not be reprimanded except in private.

<b>ARTICLE XXVII JURY DUTY</b>
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The Library shall not require, but will permit a staff member to work while on jury duty.

Staff members on jury duty shall be paid their regular salary from The Library. Staff members on jury duty shall retain any monies given for carfare and lunch, but The Library shall receive the regular jury duty stipend, subject to a pro-rata reimbursement of such stipend for any hours worked in The Library on days when the staff member also performs jury duty. If all payment is contained in a single check, The Library will reimburse the staff member for carfare and lunch as well as any pro-rata amount due to them.

**ARTICLE XXVIII  
MANAGEMENT RESPONSIBILITIES**

The Library shall have all customary management responsibilities not otherwise limited by this Agreement, including the exclusive right to determine its services, staffing, and scheduling; the exclusive right to direct and control any and all persons employed by it; and the exclusive right, in accordance with The Library's current regulations, to hire, transfer, promote, demote, discipline, suspend, or discharge any such persons for any cause which, in the judgment of The Library, may affect the efficiency of its operations. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on staff members, such as questions of workload or manning, may be dealt with in collective bargaining.

**ARTICLE XXIX  
DEATH BENEFITS**

As long as the City of New York agrees to pay a cash payment of \$25,000 to certain specified heirs and/or beneficiaries of those staff members on City budget lines who die because of an injury arising out of and in the course of employment through no fault of the staff members and in the proper performance of the staff members' duties, The Library shall elect this coverage as provided in Personnel Order No. 26/71 for such staff members in City-reimbursable positions. The Library shall also provide, during this period, equivalent coverage for its private paid staff members.

**ARTICLE XXX  
ECONOMIC TERMS**

**Section 1.**

- a) The general wage increases, effective as indicated, shall be:
  - (i) Effective September 26, 2017, Employees shall receive a general increase of 2 percent compounded.
  - (ii) Effective September 26, 2018, Employees shall receive an additional general increase of 2.25 percent compounded.

- (iii) Effective October 26, 2019, Employees shall receive an additional general increase of 3 percent compounded.
  - (iv) Part-time per annum employees shall receive the increases Provided in paragraphs (a) (i), (ii) and (iii) of this subsection on the basis of computations heretofore utilized by the parties for such employees.
- b) Notwithstanding the provisions set forth in Section 1, the appointment rate for any Employee newly hired on or after March 3, 2008 shall be in accordance with Article XXX, Section 2 (“New Hires”) of the March 3, 2008 through March 2, 2010 Memorandum of Agreement between Local 1930, District Council 37 and the New York Public Library.
- c) (i) The general increase provided for in this Section shall be applied to the base rates, incremental salary levels and the minimum and maximum rates (including levels) if any, fixed for the applicable titles and to recurring increment payments.
- (ii) The 3 percent general increase effective October 26, 2019, provided for in Section 1a(iii) shall be applied to “additions to gross.” “Additions to gross” shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowance, assignment differentials, service increments, longevity differentials, longevity increments, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials
- (iii) Recurring increment payments are excluded from this provision.
- (iv) Any financial obligations, including but not limited to wages, longevities, equity payments, annuity and additional compensation fund and fringe benefits incurred by The Library under this Agreement for staff members on New York City reimbursable lines is expressly contingent upon reimbursement by New York City for those financial obligations; and, in the absence of reimbursement said obligations are voided to the extent of such absence of reimbursement.

**Section 2. New Hires**

The hiring rate for employees hired on or after March 3, 2010 will be 15% lower than the applicable “incumbent minimum”. After two years of service, employees will earn the incumbent rate.

a) During the first two (2) years of service, the “hiring rate” for a newly hired employee shall be fifteen percent (15%) less than the applicable “incumbent minimum” for said title that is in effect on the date of any such appointment. The general increases provided for in subsections 1(a)(i) and 1(a)(ii) shall be applied to the “appointment rate”.

b) Upon completion of two (2) years of service, such employees shall be paid the “incumbent minimum” for the applicable title that is in effect on the two (2) year anniversary of their original date of appointment.

**Section 3.** Staff members in the following titles shall receive a 0.20 % increase effective July 26, 2019, according to the 2017 – 2021 Memorandum of Agreement between District Council 37 and the City of New York:

a) Increase the 7 year Recurring Increment Payment by an additional \$174 for a total of \$1780 ( $\$1606 + \$174 = \$1780$ ). The Recurring Increment Payment shall only apply to the following titles:

Librarian  
Library Information Assistant  
Principal Librarian  
Senior Librarian  
Supervising Librarian

b) Increase the 9 year Recurring Increment Payment by additional \$108 for a total of \$1,317 ( $\$1209 + \$108 = \$1317$ ) for all titles listed below. The Recurring Increment Payment shall only apply to the following titles:

Office Aide – Level III only  
Office Associate I, II, III  
Stenographer/ Secretary – Level II, III only

c) Increase the 9 year Recurring Increment Payment by additional \$108 for a total of \$480 ( $\$372 + \$108 = \$480$ ) for all titles listed below. The Recurring Increment Payment shall only apply to the following title:

Office Aide (Typing) Level I, I

**Section 4.** Any financial obligation, including but not limited to wages, longevity increments, equity payments, and fringe benefits, incurred by The Library under this Agreement for staff members on New York City reimbursable lines, is expressly contingent upon reimbursement by New York City for these financial obligations; and, in the absence of reimbursement, said obligations are voided to the extent of such absence of reimbursement.

**Section 5.** The Union acknowledges the employer's right to pay additional compensation based on performance. The Library agrees to notify the Union of its intent to pay such additional Compensation.

**Section 6.** The Settlement Agreement between the Library and the Union set forth in the letter dated March 29, 2001 from Randy Levine to Dennis Sullivan shall be incorporated in and coterminous with the collective bargaining agreement expiring on March 2, 2008.

**ARTICLE XXXI  
FLEXIBLE SPENDING ACCOUNT**

The Library will extend its Flexible Spending Account program for non-represented Library staff to collectively bargained staff.

**ARTICLE XXXII  
LAYOFF/RECALL PROCEDURE**

**Section 1.** The Library shall make every effort to return all staff laid-off to the original position, grade, series, or other employment. Whenever recall becomes possible, laid-off staff shall be recalled in inverse order of layoff and shall be:

- a) returned to the original position, but if this is not possible
- b) returned to the original grade, but if this is not possible
- c) returned to the original series, but if this is not possible
- d) made an offer of reemployment at The Library.

**Section 2.** When a laid-off staff member is returned to the original position or grade, their salary rate shall be the same as if they have never left their original position or grade.

When a laid-off staff member is returned to their original series, their salary rate shall be calculated as if the staff member had never left the series.

When a laid-off staff member accepts reemployment under Section 1(d) their salary shall be calculated as if all prior paid service were in the position in which

reemployed or the minimum salary of such position, whichever is higher.

**Section 3.** A recall list of laid-off staff shall be maintained for a period not to exceed two (2) years and a copy sent to the Union.

**Section 4.** While on the recall list, employees should contact the Human Resources Department if they become unavailable for recall and should update Human Resources of any change to their contact information, including home address, phone number or email address. Employees who do not keep this information current with Human Resources will lose their recall rights. Removal from the recall list terminates all job rights the employee may have.

**Section 5.** Should NYPL offer severance, employees who accept a package may be required to waive their rights to recall or re-employment.

**Section 6.** "Seniority" as that term is used in Library Administrative Memorandum No. 1, Section VIII, shall mean "time in generic series".

**Section 7.** A staff member's laid-off status shall terminate when they are returned at least to the original grade.

**Section 8.** Whenever possible the Union will be given 30 days notice before any layoff occurs.

Refer to the Memorandum of Agreement in the Addendum regarding Layoff Procedures.

Effective September 26, 2017, the layoff units within the Layoff Language Memorandum of Agreement (Addendum #10) effective May 24, 2011, will be modified and the following will be recognized as individual layoff units:

1. Library Sites & Services/Education/External Relations  
LSS includes: Branch Libraries and Customer Experience - Interlibrary Loan and Document Delivery Service/ASK NYPL
2. The Business Center at the Stavros Niarchos Foundation Library (SNFL)
3. Humanities & Social Science Divisions within the Stephen A Schwarzman Building (SASB)/Special Collections & Exhibitions
4. Collections Strategy/Digital Research
5. New York Public Library for the Performing Arts
6. Schomburg Center for Research in Black Culture
7. BookOps
8. Information Technology



**ARTICLE XXXIII  
DURATION OF AGREEMENT**

This agreement shall take effect as of September 25, 2017, and shall remain in full force and effect until May 25, 2021.

In the event that any provision of this Agreement is found to be legally invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

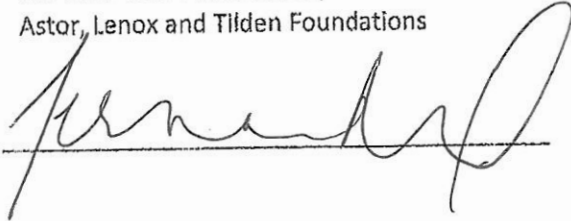
It is agreed that upon 30 days written notice by either party there will be provided no more than three reopenings of the Agreement for a discussion of wages and hours.

It is agreed that, if and when the City of New York provides health insurance coverage to salaried, part-time staff members on publicly reimbursable budget lines with work schedules of 17 1/2 or more hours per week on other than a temporary basis, upon 30 days written notice to The Library by the Union, there will be one reopening of the Agreement for a discussion of such health insurance coverage for such staff members on both City-reimbursable and private budget lines.

This Agreement shall be deemed to have been automatically renewed for a period of one year unless the Union or Library submits to the other party to this Agreement written notice of a desire to modify the contract at least 60 days before the expiration date.

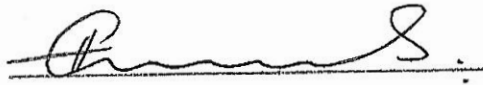
In WITNESS WHEREOF, of the parties hereto have executed this Agreement as of the date the beginning hereof.

Terrance Neal  
Vice President Human Resources  
The New York Public Library  
Astor, Lenox and Tilden Foundations



Date: 10/19/21

Henry Garrido  
Executive Director  
District Council 37, American Federation of State, County and Municipal Employees,  
AFL-CIO



Date: 09/20/2021

Rose Lovaglio-Miller  
Director Research & Negotiations  
District Council 37, American Federation of State, County and Municipal Employees,  
AFL-CIO



Date: Sept. 17, 2021

Valentin Colon  
President of New York Public Library Guild, Local 1930  
District Council 37, American Federation of State, County and Municipal Employees,  
AFL-CIO



Date: July 30, 2021

## LOCAL 1930 ADDENDUM

1. Non Discrimination Policy Concerning Marital Status (No Date)
2. Intellectual Freedom and For Reader's Rights of Privacy (12/31/71)
3. Librarians / Specialists 8 % Salary Increase For One Year (3/29/01)
4. Performance Based Upgrade ( 4/18/05)
5. Art Handlers (5/30/06)
6. Flexible Spending Account Program (1/17/07)
7. Creation of New Supervisory Position –Library Site Manager (12/16/08)
8. Creation of Collections and Circulating Operations – CCO (2/04/09)
9. Non-City Reimbursed Employees and Retirees of NYPL Will Become Members Of The Trust (3/11/10)
10. Layoff Language (5/24/11)
11. Elimination of the 90 Day Eligibility Waiting Period Effective (1/01/12)
12. Consolidation of Technical Services Operations into a Singular Operation at NYPL and BPL –Book Ops (5/02/13)
13. Upgrade Community Liaison Assistants to Specialists II (4/17/15)
14. Hiring of Librarian Trainees – Internal (9/18/15)
15. Conversion of Library Technical Assistants (LTA) IV to Collections Photographers for the Digital Imaging Unit – DIU (9/30/16)
16. Hiring of Librarian Trainees – External ( 11 /02/16)
17. Conversion of Andrew Heiskell Library Braille and Talking Book Library (LB) Clerical Staff to CCO Title Series (1/17/17)
18. Retitling the Librarian II Position to Senior Librarian and the Librarian III Position to Supervising Librarian in the BookOps – Cataloging Division (4/20/2018)

## LETTER OF AGREEMENT

The following provisions are contained in a mutually agreed upon and accepted letter from John Mackenzie Cory, Director, The New York Public Library, to Victor Gotbaum, Executive Director, District Council 37, American Federal of State, Count, and Municipal Employees, AFL-CIO, and/or David R. Beasley, President, Local 1930, American Federation of State, County, and Municipal Employees, AFL-CIO. It is agreed that the following policy established in 1956 shall not be superseded by the Library's and the Union's non-discriminatory policy concerning marital status (Article II – Non Discriminatory Policy).

### EMPLOYMENT OF RELATIVES

#### I. Purpose

Close relationship to another staff member may make it difficult for an employee objectively to discharge his or her responsibilities to the Library. For example, in the appointment of new staff members, the preparation of service reviews, transfer or re-assignment of duties, and supervisory responsibilities involving a member of his or her own family, a staff member may be predisposed to act other than solely with regard to the best interest of the Library and of the individual. Relationship of a staff member to a general officer of the Library may similarly affect the attitude of the staff member's colleagues or supervisors. Certain responsible operations relating to the control of funds, personnel actions or records, investigations and the like must be conducted with particular freedom from personal prejudice. For these reasons, it is the practice of the Library to place reasonable limitations on the appointment of members of the same family, and within those responsible limitations to welcome relatives to the staff.

#### II. Definition

For purpose of this policy, a "relative" of a staff member is his or her spouse, child, son or daughter-in-law, brother or sister, parent or parent-in-law. If residing in the same household as the staff member, the following will also be considered his or her "relative": grandparent, brother- or sister-in-law, niece, nephew, aunt or uncle. A legal guardian or ward, step or half-sister or brother; and a stepparent will also be considered a "relative".

#### III. Policy

- a. A relative of a staff officer of the Library, whether or not residing in the same household, will not be employed or retained by the Library in any capacity.
- b. Relatives will not be employed or retained in the same branch, division, or comparable unit of organization, or in positions having the relationship of supervisor and supervised staff member.
- c. A relative of a staff member will not be employed or retained in any of the following offices:

Accounting Office  
Human Resources Department  
Purchasing Office  
Special Investigator's Office

- d. No person related to another staff member shall be employed in any other position in the Library in which his or her relationship to another staff member may, in the interpretation of the president, be contrary to the spirit and intent of this policy.

#### IV. Effect on Present Staff Members

- a. The provisions of the above policy will not adversely affect a staff member in his or her current position if his or her relationship to another staff predates the establishment of the policy on February 27, 1957.

- b. If, subsequent to February 27, 1956, an infringement of the foregoing provisions arises from marriage or court order (i.e., for legal adoption), the Library will attempt to make adjustments by transfer or reassignment of duties. If an adjustment suitable both to the Library and the individuals affected cannot be made, resignation of one if the affected staff members will be required. This paragraph amends Library Administrative Memorandum 1, "Statement on Tenure"

#### V. Compliances

Any staff member who has a relative in the employ of the Library, or whose relative has applied for employment by the library, is expected to report that relationship promptly to the Human Resources Department.

LETTER OF INFORMATION

December 31, 1971

Mr. Victor Gotbaum, Executive Director  
District Council 37, AFSCME, AFL-CIO  
365 Broadway  
New York, NY 10013

Dear, Mr. Gotbaum:

On June 4, 1971, in a bargaining session between The New York Public Library and Local 1930 District Council 37, AFSCME, AFL-CIO, the Library reported to the Union that the Trustees of The New York Public Library were drafting a policy statement concerning intellectual freedom and readers' rights of privacy.

The Executive Committee of the Board of Trustees approved the following statement on August 9, 1971: Reaffirming the New York Public Library's uninterrupted concern for intellectual freedom and for readers' rights of privacy, the Board of Trustees has stated that the Library would not disclose to anyone the names of or other information regarding readers, or identify materials called for or examined by them except on a showing satisfactory to the Library's president, or his Deputy designated for the purpose, of (a) paramount public interest or of (b) binding legal process.

Sincerely Yours,

John Mackenzie Cory  
Director

AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.

ATTORNEYS AT LAW

A REGISTERED LIMITED LIABILITY PARTNERSHIP  
INCLUDING PROFESSIONAL CORPORATIONS

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ILADELPHIA  
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SHINGTON, D.C.

ADH - IN AFFILIATION WITH  
LAW OFFICE OF ABDULAZIZ H. FAHAD

March 29, 2001

Mr. Dennis Sullivan  
Deputy Administrator  
District Council 37  
125 Barclay Street  
New York, NY 10007-2179

**PRIVILEGED AND CONFIDENTIAL**

*RE: Settlement Agreement and Release between D.C. 37 and the Library*

Dear Dennis,

This will confirm the tentative Settlement Agreement (the "Agreement") between the New York Public Library (the "Library") and the American Federation of State, County & Municipal Employees, AFL-CIO, District Council 37 ("D.C. 37"), pursuant to which the New York Public Library librarians/specialists will receive an 8% salary increase for the one-year term of the Agreement.

Whereas, the Parties have agreed that the following will be the terms of the Agreement:

1. This Agreement will be a one (1) year interim/transitional agreement commencing on March 29, 2001, and ending on March 29, 2002.
2. All members of the bargaining unit that are titled (a) Librarian I ; Librarian; (b) Librarian II; Senior Librarian; (c) Librarian III; Supervising Librarian; (d) Librarian IV; Principal Librarian; (e) Specialist I; (f) Specialist II; (g) Specialist III; and (h) Specialist IV shall receive an 8% salary increase in exchange for agreeing to the following items:

- a. The elimination of two (2) bonus days for the librarians/specialists.
- b. The elimination of the twenty-minute paid break per day for librarians/specialists.
- c. The elimination of the Night Shift Differential ("NSD") for librarians/specialists.
- d. In addition, the Parties agree to recognize the following language as part of the existing Collective Bargaining Agreement between the Library and D.C. 37:
  - 1) In the Research Libraries, librarian/specialist positions currently classified as Level IV shall be upgraded to Level V and shall not be included in the bargaining unit.
  - 2) Employees in The Branch Libraries in librarian/specialist titles for nine months or more as of the effective date shall be promoted to Senior Librarian/Specialist II provided that they are found by Library management to be qualified for the position. Following such promotions, the provisions of Article XXII, Section 2 shall apply.
  - 3) Branch employees in Librarian/Specialist I titles for less than nine months on the effective date, and librarians/specialists hired thereafter, shall be promoted to Senior Librarian/Specialist II titles after nine months of employment provided that: (i) they are found by Library management to be qualified for the position, and (ii) the Library may extend the period before making its decision for another nine months. Senior Librarian/Specialist II positions shall be filled as set forth in paragraph 4 below. Following such promotions, the provisions of Article XXII, Section 2 shall apply.
  - 4) Upon promotion, Senior Librarian/Specialist II positions will be assigned by Library management to a Senior Librarian/Specialist II position within The Branch Libraries. Such assignment will not be arbitrable.
  - 5) Branch Employees shall be appointed to Senior Librarian/Specialist II positions by Library management as needed subject to Article XX, Sections 1 and 2.
3. These items referenced in the above section 2 shall exist for a one (1) year period only unless the Parties agree to continue the terms or a subsequent overall collective bargaining agreement subsumes them.

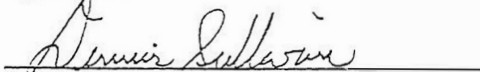


4. In exchange for and in consideration for reaching this Agreement, D.C. 37 agrees to withdraw with prejudice all pending or potential disputes and claims involving the NLRB, including NLRB Case No. 2-CA-33323, or any other potential claim arising from these facts and circumstances.

If this meets with your approval, please execute the above with your signature. This will be deemed the term sheet once ratification by the Union occurs. We will then enter into a more formal agreement.

For your information, attached as Exhibit A is a letter agreement between the Library and the City of New York.

Agreed to:

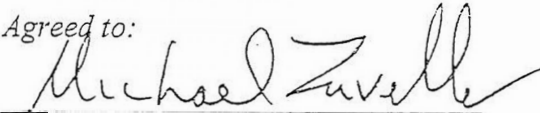


D.C. 37

Dated:

3/29/01

Agreed to:

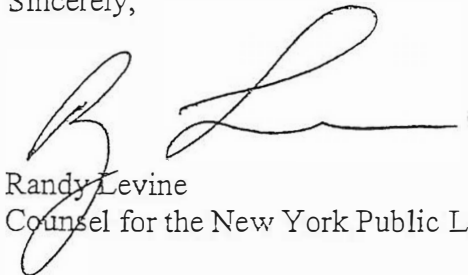


The New York Public Library

Dated:

3/29/01

Sincerely,



Randy Levine  
Counsel for the New York Public Library

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE NEW YORK PUBLIC LIBRARY  
AND

LOCAL 1930, DISTRICT COUNCIL 37, AFSCME, AFL-CIO

Agreement made this 18<sup>th</sup> day of April 2005, by and between THE NEW YORK PUBLIC LIBRARY ("NYPL") and LOCAL 1930, DISTRICT COUNCIL 37, AFSCME, AFL-CIO (the "Union").

1. All employees in the titles of Senior Librarian, Supervising Librarian, Principal Librarian, Librarian II, Librarian III, Librarian IV, Specialist II, Specialist III, and Specialist IV shall be eligible to receive a Performance Based Upgrade ("Upgrade") after six months of active service in the title, provided their job performance is satisfactory in all respects as determined by a performance evaluation.

In determining whether a current employee with more than six months in title will receive the upgrade, it will be presumed that all employees who have a satisfactory review in their personnel file are "satisfactory." This presumption will be rebutted, however, if the employee has received disciplinary action within the twelve months preceding the date of the signing of this agreement. Any current employee with more than six months in title who does not receive the upgrade at this time, will be reviewed annually, on or about April 1, to determine if their job performance has improved to the level of satisfactory performance.

For all future employees and all current employees with less than six months in title, a performance evaluation will be performed after six months in title. If the employee does not receive a satisfactory review at that time, another review will be performed after twelve months in title. Employees who do not receive the upgrade at that time will continue to receive performance reviews every twelve months, on or about their anniversary date in the title, until the employee achieves a satisfactory review.

2. Employees receiving the Upgrade shall be compensated with the following annual base salaries:

Senior Librarian, Librarian II, Specialist II	\$42,600
Supervising Librarian, Librarian III, Specialist III	\$48,500
Principal Librarian, Librarian IV, Specialist IV	\$55,000

The Upgrade base salaries shall be increased at the same time and by the same percentage rate as their corresponding titles.

3. The terms of this Agreement and the Upgrade shall have no impact whatsoever on any contractual increments.

4. Seniority in title shall be based on the date an employee begins employment in the title, and receipt of the Upgrade shall have no impact on seniority.

5. All members of the bargaining unit in the Librarian/Specialist classifications first appointed between March 30, 2001 and June 30, 2004 shall no longer receive:


- (a) A twenty-minute paid break per day; and
- (b) A Night Shift Differential.

6. In the event the municipal government of the City of New York objects in any way to the terms contained in this Agreement, this Agreement shall be voidable at the discretion of NYPL.

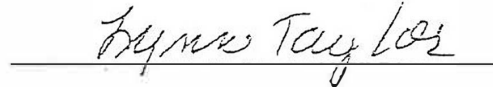
7. Neither NYPL nor the Union will disclose the terms of this Agreement before either a joint or simultaneous release has been made.

8. This Agreement shall be effective within two weeks written notice to NYPL of ratification by the Union.

THE NEW YORK PUBLIC LIBRARY  
~~AFSCME, AFL-CIO~~ RS



LOCAL 1930, DISTRICT COUNCIL 37,



DISTRICT COUNCIL 37,  
AFSCME, AFL-CIO



MEMORANDUM OF AGREEMENT  
BETWEEN  
THE NEW YORK PUBLIC LIBRARY  
AND

LOCAL 1930, DISTRICT COUNCIL 37, AFSCME, AFL-CIO

Agreement made this 30 day of May 2006, by and between THE NEW YORK PUBLIC LIBRARY (the "Library") and DISTRICT COUNCIL 37 and its affiliated LOCAL 1930, AFSCME, AFL-CIO (the "Union" or "Local 1930"):

1. The Library recognizes the Union as the exclusive bargaining representative of all salaried full-time and regular part-time Art Handlers working in the Exhibitions Programs Office of the Library at its facility at Fifth Avenue and 42<sup>nd</sup> Street, New York, N.Y. ("Art Handlers").
2. Except as specifically modified below, upon ratification of this Agreement, the Library and the Union agree to apply all terms and conditions of employment of their most recent collective bargaining agreement covering the broader Local 1930 bargaining unit (the "Main Unit") between the parties (the "Local 1930 CBA") to the Art Handlers. In the event of any conflict between the Local 1930 CBA and this Agreement, this Agreement shall govern in all instances.
3. Effective upon ratification, the Library shall transfer eight (8) of the existing Art Handlers to one of five (5) full-time and three (3) regular part-time Art Handler positions. The Full-Time employees shall be required to work a regular thirty-five (35) hour work week, and the Regular Part-Time employees shall be required to work at least a regular seventeen and half (17 ½) hour work week. Full-Time and Part-Time positions shall be offered

on the basis of the employee's date of employment with the Library as an Art Handler. These individuals shall, without establishing any precedent applicable outside the Art Handler bargaining unit, be provided "Regular Appointments" by the Library.

4. Should one of the five (5) Full-Time positions become vacant during the term of this Agreement, the Library agrees to offer the position to the three (3) Regular Part-Time employees, in seniority order. This provision shall apply only to the three (3) Regular Part-Time employees employed at the time of the execution of this Agreement, and the Library is only required to offer each such Regular Part-Time employee one opportunity for a Full-Time position. Once each of the three (3) current Regular Part-Time Employees has been offered a Full-Time position, there shall be no further obligation to offer any other Full-Time positions. The requirements of this provision shall expire on the day before the contract expiration date, as defined in paragraph 15 below.

5. Scheduling of regular shift hours will be within the discretion of the Library.

6. Effective upon the date of ratification, the eight (8) Art Handlers in Full-Time and Part-Time positions shall receive a salary equal to a wage rate of \$14.50 per hour. There shall be no retroactive payments of any kind.

7. The parties recognize that the Library and the Union will be negotiating a new collective bargaining agreement covering the Main Unit for the period beginning July 1, 2005. Should the parties agree to a cumulative, non-compounded wage increase for the period of July 1, 2005 through July 1, 2006 for employees in the Main Unit that, if applied to the Art Handlers pre-contract rate of \$14.00 per hour, would give them a wage rate higher than \$14.50 per hour, then, upon the ratification of the Main Unit agreement, the Art Handlers will move to

that higher wage rate at that time and without any retroactive payment of any kind. However, under no circumstances shall the Art Handlers wage rate exceed \$15.00 per hour as a result of this provision.

8. For all purposes under this Agreement and the Local 1930 CBA, including but not limited to, annual leave, sick leave and excluding the procedure for the initial selection of full-time and part-time positions, the ratification date of this Agreement shall be considered the "hire date" for all eight (8) Art Handlers.

9. Part-Time Art Handlers shall not receive any paid scheduled or floating holiday. Full-Time Art Handlers shall receive only one (1) floating holiday.

10. Article XVII - Extreme Temperature Procedures of the Local 1930 CBA shall not apply to the Art Handlers.

11. Article VI - Pay Differentials of the Local 1930 CBA shall not apply to the Art Handlers.

12. The Library will perform an initial written evaluation of each Art Handler within four (4) months of the effective date of this Agreement. The Library will perform a second written evaluation within eight (8) months of the effective date of this Agreement.

13. The Library and the Union agree to an Expedited Progressive Discipline process for Art Handlers with respect to Schedule Keeping, Time, and Attendance issues. Under this process, Art Handlers will receive one written warning for such issues. If, after receiving a written warning, the Art Handler's performance has not improved, no further action need be taken before the Library may move to a final disciplinary hearing where discipline may be imposed, up to and including, termination of employment.

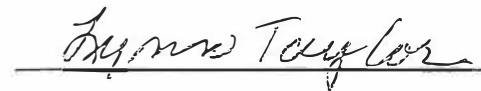
14. This Agreement is subject to ratification by the Union and the Library Board, and shall be effective upon such ratification.

15. This Agreement shall expire upon the expiration date of the next collective bargaining agreement entered into between Local 1930 and the Library covering the Main Unit.

THE NEW YORK PUBLIC LIBRARY



LOCAL 1930, DISTRICT COUNCIL 37,  
AFSCME, AFL-CIO



DISTRICT COUNCIL 37,  
AFSCME, AFL-CIO





# The New York Public Library

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188 Madison Avenue, 5th Floor, New York, New York 10016-4314

Vice President for Human Resources • 212.592.7302 • fax 212.592.7370 • psouthon@nypl.org

May 30, 2006

Dennis Sullivan  
Director, Research & Negotiations  
DC 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, NY 10007

Re: Art Handlers Bargaining Unit

Dear Dennis:

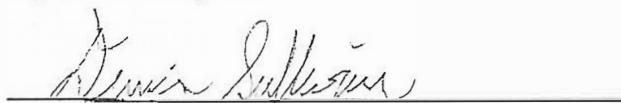
This will confirm our understanding and agreement that Rachel McPherson has informed the Library that she will be leaving her Art Handler position with the Library effective July 31, 2006. At that time, her position will be eliminated and it will not be filled. Further, prior to that time, Ms. McPherson will remain at a \$14 per hour rate and will not be covered by any of the terms of the parties' recently agreed-upon collective bargaining agreement.

Sincerely,



Priscilla J. Southon  
Vice President for Human Resources

Agreed & Accepted:

  
Dennis Sullivan

# The New York Public Library

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HUMAN RESOURCES DEPARTMENT • 188 Madison Avenue, 5th Floor, New York, New York 10016-4314

212.592.7300 • fax 212.592.7370 • www.nypl.org

January 17, 2007

Dennis Sullivan  
Director for Research & Negotiations  
DC 37, AFSMCE, AFL-CIO  
125 Barclay Street  
New York, NY 10007

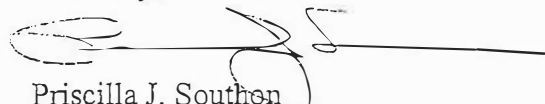
Dear Dennis:

This confirms our agreement concerning the application of the Library's Flexible Spending Account Program (the "Program") to collectively bargained staff.

The Library may change the administrative guidelines, rules and benefit levels of the Program as applied to such staff so as to conform to those applicable to non-union staff.

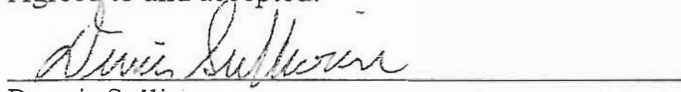
Prior drafts of Paragraph 12 of the Local 374 Memorandum of Agreement and Paragraph 11 of the Local 1930 Memorandum of Agreement shall not be admissible in evidence or cited for any purpose.

Sincerely,



Priscilla J. Southon  
Vice President for Human Resources

Agreed to and accepted:



---

Dennis Sullivan  
DC 37, AFSCME, AFL-CIO  
Director for Research & Negotiations

1/17/07  
Date

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW YORK PUBLIC LIBRARY

AND

LOCAL 1930, DISTRICT COUNCIL 37, AFSCME, AFL-CIO

Agreement made this 15th day of September 2008, by and between THE NEW YORK PUBLIC LIBRARY (the "Library") and DISTRICT COUNCIL 37 and its affiliated LOCAL 1930, AFSCME, AFL-CIO (the "Union" or "Local 1930"):

WHEREAS, the Library, as part of its overall strategic and reorganization plan, has created the new supervisory position of "Library Site Manager" and intends to phase out the use of Supervising Librarians in its branch library system;

WHEREAS, the Union believes that the Library Site Manager position shares a community of interest with its bargaining unit at the Library; and

WHEREAS, the Union and the Library wish to resolve any disputes regarding the effect that the creation of the Library Site Manager may have on the unit;

IT IS THEREFORE AGREED AS FOLLOWS:

1. Classification of the Library Site Manager Position: The Library Site Manager position shall be considered a bargaining unit position with the job responsibilities provided for in the job description attached as Exhibit A and covered by the terms of this Agreement. Any subject not covered by this Agreement will be covered by the collective bargaining agreement.
2. Initial Staffing:
  - a. The Library will offer all current Supervising Librarians employed in a branch the opportunity to move to the Library Site Manager position at their current branch. After reclassification, Site Managers may be assigned by Library management to a Site Manager position within the system consistent with the terms of Article XX of the collective bargaining agreement. Current Supervising Librarians who accept the Library Site Manager position are referred to herein as the "Initial Site Managers." In addition, "Initial Site Managers" shall include any current bargaining unit member who is assigned as the first Library Site Manager in any one of the Library's current branches as of the date of this Agreement (Exhibit B).
  - b. Any Supervising Librarian who chooses not to accept the transfer will remain as a Supervising Librarian unless such position is eliminated for some reason other than the creation of the Library Site Manager position. This provision, however,

does not limit the Library's ability to transfer, discipline or discharge any Supervising Librarian for reasons provided for under the terms of the collective bargaining agreement. Nor, does this provision limit any other rights that such Supervising Librarian may have under the collective bargaining agreement.

- c. No current Supervising Librarian offered a Library Site Manager position will be adversely impacted financially for choosing not to accept the Library Site Manager position.
- d. Except as described above, the Library shall have sole and exclusive discretion to establish hiring criteria for the Library Site Manager position. Therefore, there shall be, among other things, no requirement that the Library Site Manager hold a Masters of Library Science or otherwise be a professional librarian. All future vacant Library Site Manager positions shall be posted in accordance with Section 1 of Article XVIII of the collective bargaining agreement, and the Library shall have the sole and exclusive right to select all future Library Site Managers from among those internal and external candidates who apply for the position.

3. Initial Appointments and Evaluation:

- a. All Initial Site Manager appointments will be for an eighteen (18) month period.
- b. During the first three (3) months of their appointment, the Library shall provide all Initial Site Managers with a supervisory/managerial training program to assist them in learning and excelling in their new job responsibilities.
- c. During the eighteen (18) month probationary period, the Library shall provide all Initial Site Managers with at least two (2) formal job assessments, using the form attached as Exhibit C. Annual performance reviews will be conducted thereafter for all Library Site Managers using the Library's then current performance evaluation form.
- d. If, at the conclusion of the eighteen (18) month probationary period, but, absent unusual circumstances, no sooner than the first formal job assessment (provided for in Paragraph 3(c) above), the Library determines, at its sole discretion, that the Initial Library Site Manager is not performing to its expectations, the Library shall reassign the individual. If the Initial Site Manager was a Supervising Librarian, the individual will be reassigned to a Supervising Librarian or other available Librarian position. Such reassigned individuals will be compensated at the then applicable Supervising Librarian pay rate. If the Initial Site Manager was not a Supervising Librarian, the terms of Article XXII, Section 2 of the collective bargaining agreement shall apply.

If at the conclusion of the probationary period, an Initial Site Manager is not performing to the Library's expectations, such issues will be discussed with the Initial Site Manager and documented in an appropriate manner. The Library will continue to make an effort to provide counseling and coaching (including written warnings relating to performance) to improve the Initial Site Manager's

performance. The Library agrees to inform the Union of any such performance issues with the Initial Site Managers and to, upon request, provide any performance-related documentation to the Union. If, however, the staff member fails to exhibit immediate and sustained improvement, the Library shall have the discretion to discipline or remove an Initial Site Manager from the position without the requirement of pre-disciplinary hearing or any other process or procedure. The discipline imposed with respect to such Initial Site Manager may only be appealed through an internal grievance hearing to be held within ten (10) working days. The hearing will be held before the Vice President of Staff Services or his/her designee and the decision will be rendered in writing within ten (10) working days. If the hearing is not held within the prescribed time or if the Union does not agree with the decision, the matter may be brought to arbitration pursuant to the terms of Article VIII, Step 5 of the parties' collective bargaining agreement to determine if the Library had just cause for the action.

An Initial Site Manager may request voluntarily to demote to his or her former classification in lieu of performance-related discipline; however such action is at the discretion of the Library and is only available to Initial Site Managers for a six (6) month period after the 18 month probationary period has ended.

These provisions apply only to performance-related disciplinary actions. Any other disciplinary matters will be addressed through the terms of Paragraph "3(e)" below.

- e. Except as specifically provided elsewhere in this Agreement, the Library is not bound to the pre-disciplinary procedures or processes set forth in the collective bargaining agreement with respect to Library Site Managers. Instead, the Union may appeal any discipline imposed on a Library Site Manager through an internal grievance hearing to be held within ten (10) working days. The hearing will be held before the Vice President of Staff Services or his/her designee and the decision will be rendered in writing within ten (10) working days. If the hearing is not held within the prescribed time or if the Union does not agree with the decision, the matter may be brought to arbitration pursuant to the terms of Article VIII, Step 5 of the parties' collective bargaining agreement. In reviewing the Library's decision, the Arbitrator shall determine only whether such decision was rationale under all of the circumstances of the case.
- f. Any individual who chooses not to accept a Library Site Manager position or any Initial Site Manager who is returned to a Supervising Librarian position under the terms of this Agreement shall not generally perform the duties of Initial Site Managers.

4. Compensation:

- a. Initial Library Site Managers who are currently Supervising Librarians will receive one-time increases to their annual salary in accordance with the following schedule:

Non-Page FTE's In The Branch	Increase Upon Beginning in Position	Salary Increase After The Successful Completion of Eighteen Months in the Position
Less than 14.5	\$5,000.00	\$1,000.00
14.5 or More	\$5,500.00	\$1,000.00

- b. Initial Site Managers who are not currently Supervising Librarians will receive an annual salary that is equal to either the minimum Supervising Librarian rate or the employees current annual salary plus the increases set forth in Paragraph 4(a) above, which ever is greater.
  - c. Future Library Site Managers shall be paid at the Supervising Librarian position rate.
  - d. Library Site Managers will continue to be eligible for Service-In-Title Increments (at the Supervising Librarian level) and Librarian Service Increments (for those who have the appropriate graduate level education), but will not be eligible for Performance Based Upgrades.
  - e. No Initial Site Manager will receive a lower compensation solely as a result of accepting the Library Site Manager position.
5. Supervising Librarian Position: The Union acknowledges and agrees that the Library is not required to fill any branch Supervising Librarian position vacated by an employee accepting an Initial Site Manager position or for any other reason. The Union further acknowledges and agrees that Library Site Managers will and can perform work that was previously performed by Supervising Librarians.
  6. In the event the municipal government of the City of New York objects in any way to the terms contained in this agreement, this Agreement shall be voidable at the discretion of either party.
  7. Neither NYPL nor the Union will disclose the terms of this Agreement before either a joint or simultaneous release has been made.
  8. This agreement shall be effective once all initial Site Managers have been appointed, but no later than January 30, 2009.

THE NEW YORK PUBLIC LIBRARY

LOCAL 1930, DISTRICT COUNIL 37

*Fernando Acif*  
Date: *11/4/08*

*Carol Thomas*  
Date: *12/3/08*

DISTRICT COUNCIL 37, AFSCME, AFL-CIO

*Evelyn Sembel*  
Date: *Dec 16, 2008*

## Exhibit A

### THE NEW YORK PUBLIC LIBRARY

**Position:** Library Site Manager

**FLSA Status:** Exempt

**Eligibility Requirements:** Bachelor's degree; or an equivalent combination of education and experience. Substantial, successfully demonstrated public library experience working in a variety of responsible roles displaying administrative, supervisory, and leadership skills appropriate to the position. Successfully demonstrated commitment to providing consistent, high-quality public services. Commitment to diversity. Excellent interpersonal, oral, and written communication skills including the ability to serve as an enthusiastic ambassador for the Library. Successful experience supervising, training, and mentoring staff. Demonstrated ability to exercise sound judgment, identify and assess problems and decisively implement appropriate solutions or recommendations. Ability to work well independently and collaboratively across the Library to get things accomplished. Successfully demonstrated creativity, flexibility, and initiative in accommodating community and staff needs. Knowledge and understanding of urban library issues, library and information technologies; library policies and procedures.

**General Description:** Under the general direction of the Library Network Manager, supervises all aspects of library services at a site. Develops strategies to enhance the onsite user experience. Responsible for driving increased circulation and attendance for the site. Uses statistics and metrics to tailor services and branch staff scheduling to meet local community needs. Responsible for successful outreach with community organizations, schools, and elected officials. Responsible for the maintenance and updating of the site collection profile and communicating collection needs to the Collections Strategy Office. Plans, assigns, directs and coordinates the delivery of services. Responsible for resolving patron complaints and staff performance issues. Ensures that staff devote sufficient time to public service and site hours meet patron requirements. Collaborates with Library Network Manager, facilities and security administrators, and others to ensure that the site is well-maintained and managed and that technology is operational. Works with the respective Library Network Manager to deliver relevant community-specific programs. Ensures site staff participation in relevant and appropriate training programs. Has final authority for site schedules, money, and timesheets. Responsible for tracking timing and preparation of staff performance reviews. Serves as the hiring manager for the site and is responsible for administering personnel actions in PeopleSoft. Performs related duties as required.

**Performance Expectations:** It is expected that the Library Site Manager will:

- Have a strong commitment to diversity.
- Have a rigorous and attentive approach to assessment of services and future planning
- Demonstrate creativity in problem-solving
- Be a competent, magnetic ambassador for the Library
- Be flexible in accommodating community and staff needs
- Be able to assess and be decisive in ambiguous situations
- Work collaboratively across the organization to get things done
- Have knowledge of issues and challenges facing the "*Library as Place*" – the location where new and emerging information technologies and resources are combined with traditional sources of knowledge in a user-focused, service-rich environment that support's today's social and educational patterns of learning, teaching, and research.
- Maintain a strong commitment to customer service and "*radical welcome*" – one that is open, embracing, hospitable, respectful, and affirming
- Be a strong, well-respected, team motivator and mentor



## Site Manager Branches

## Exhibit B

115th Street	Kingsbridge	Van Nest
125th Street	Kips Bay	Wakefield
58th Street	Macomb's Bridge	Washington Heights
67th Street	Melrose	Webster
Aguilar	Morningside Heights	West Farms
Allerton	Morris Park	West New Brighton
Baychester	Morrisania	Westchester Square
Belmont	Mosholy	Woodlawn
Bloomingdale	Mott Haven	Woodstock
Castle Hill	Muhlenberg	Yorkville
Cathedral Branch	Mulberry	96th Street
City Island	New Amsterdam	
Clason's Point	New Dorp	<u>14.5 or More FTEs</u>
Columbus Branch	Ottendorfer	Chatham Square
Dongan Hills	Pelham Bay	Countee Cullen
Eastchester	Port Richmond	Grand Concourse
Edenwald Branch	Richmondtown	Parkchester
Epiphany	Riverdale Branch	Seward Park
FortWashington	Riverside	
Francis Martin	Roosevelt Island	
Goerge Bruce	Sedgwick	
Great Kills	Soundview	
Hamilton Fish	South Beach	
Hamilton Grange	Spuyten Duyvil	
Harlem	St. Agnes	
High Bridge	Stapleton	
Hudson Park	Throg's Neck	
Huguenot Park	Todt-Hill Westerleigh	
Hunt's Point	Tompkins Square	
Inwood	Tottenville	
Jefferson Market	Tremont	
Jerome Park	Van Cortlandt	

## The New York Public Library Performance Review

<b>Employee Name:</b>	
<b>Employee ID:</b>	
<b>Job Title:</b>	
<b>Department:</b>	
<b>Review Period End:</b>	
<b>Review Period Start:</b>	
<b>Reviewer:</b>	
<b>Reviewer Title:</b>	

### Competency Categories

#### Teamwork

Works well with other members of NYPL staff and solicits input from other staff and or departments when appropriate. Works with others to create solutions to problems.

Substantially Exceeds Expectations	Exceeds Expectations	Successfully Meets All Expectations	Partially Meets Expectations	Below Expectations
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: (optional except for Substantially Exceeds Expectations or Below Expectations)

#### Communication

Listens effectively and writes and speaks clearly and convincingly. Maintains consistent and effective communication with all stakeholders and involved parties.

Substantially Exceeds Expectations	Exceeds Expectations	Successfully Meets All Expectations	Partially Meets Expectations	Below Expectations
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: (optional except for Substantially Exceeds Expectations or Below Expectations)

**Quality of Work**

Work is performed accurately and on-time. Work is consistent, complete, and requires minimal checking and correction.

Substantially Exceeds Expectations <input type="checkbox"/>	Exceeds Expectations <input type="checkbox"/>	Successfully Meets All Expectations <input type="checkbox"/>	Partially Meets Expectations <input type="checkbox"/>	Below Expectations <input type="checkbox"/>
--	--	---	--	--

Comments: (optional except for Substantially Exceeds Expectations or Below Expectations)

**Organization of Work**

Manages time effectively and takes initiative, finding innovative ways to get the job done. Demonstrates self-reliance and resourcefulness.

Substantially Exceeds Expectations <input type="checkbox"/>	Exceeds Expectations <input type="checkbox"/>	Successfully Meets All Expectations <input type="checkbox"/>	Partially Meets Expectations <input type="checkbox"/>	Below Expectations <input type="checkbox"/>
--	--	---	--	--

Comments: (optional except for Substantially Exceeds Expectations or Below Expectations)

**Job Knowledge & Technical Skills**

Understands the job requirements and policy requirements. Has specific content knowledge where appropriate.

Substantially Exceeds Expectations <input type="checkbox"/>	Exceeds Expectations <input type="checkbox"/>	Successfully Meets All Expectations <input type="checkbox"/>	Partially Meets Expectations <input type="checkbox"/>	Below Expectations <input type="checkbox"/>
--	--	---	--	--

Comments: (optional except for Substantially Exceeds Expectations or Below Expectations)

**Leadership Skills**

Builds trusts and inspires confidence. Has the ability to influence, motivate, and enable others to contribute toward the effectiveness and success of NYPL.

Substantially Exceeds Expectations <input type="checkbox"/>	Exceeds Expectations <input type="checkbox"/>	Successfully Meets All Expectations <input type="checkbox"/>	Partially Meets Expectations <input type="checkbox"/>	Below Expectations <input type="checkbox"/>
--	--	---	--	--

Comments: (optional except for Substantially Exceeds Expectations or Below Expectations)

**Management (as applicable)**

Provides clear direction, vision, and feedback for staff and promotes a positive and productive work environment. Delegates responsibilities and tasks to maximize use of resources and schedules work appropriately. Understands and promotes NYPL vision and policies. Attracts, retains, and develops staff to achieve NYPL's goals and strategic objectives. Successfully implements and/or manages change.

Not Applicable <input type="checkbox"/>	Substantially Exceeds Expectations <input type="checkbox"/>	Exceeds Expectations <input type="checkbox"/>	Successfully Meets All Expectations <input type="checkbox"/>	Partially Meets Expectations <input type="checkbox"/>	Below Expectations <input type="checkbox"/>
--	--	--	---	--	--

Comments: (optional except for Substantially Exceeds Expectations or Below Expectations)

**Performance Management (as applicable)**

Provides on-going honest performance feedback to staff. Supports, develops and motivates staff. Focuses employees on critical tasks and organizational goals. Evaluates performance fairly and objectively.

Not Applicable <input type="checkbox"/>	Substantially Exceeds Expectations <input type="checkbox"/>	Exceeds Expectations <input type="checkbox"/>	Successfully Meets All Expectations <input type="checkbox"/>	Partially Meets Expectations <input type="checkbox"/>	Below Expectations <input type="checkbox"/>
--	--	--	---	--	--

Comments: (optional except for Substantially Exceeds Expectations or Below Expectations)

**Overall Job Performance Evaluation**

Substantially Exceeds Expectations <input type="checkbox"/>	Exceeds Expectations <input type="checkbox"/>	Successfully Meets All Expectations <input type="checkbox"/>	Partially Meets Expectations <input type="checkbox"/>	Below Expectations <input type="checkbox"/>
--	--	---	--	--

Comments:

**Goals & Accomplishments (Status Update)**

**Development**

**Employee Comments**

\_\_\_\_\_  
*Employee Signature/Date*

\_\_\_\_\_  
*Reviewer Signature/Date*

**Reviewer Comments**

**The New York Public Library**  
**New Goals for Next Review Cycle and New Staff**

**FINAL DRAFT**

Employee Name:	
Employee ID:	
Job Title:	
Department:	
Goals Period Start:	
Goals Period End:	
Reviewer:	
Reviewer Title:	
Next Review:	

**Goals**

Goal:	
Description:	
Goal:	
Description:	
Goal:	
Description:	
Goal:	
Description:	

**Signatures**

\_\_\_\_\_  
*Employee Signature/Date*

\_\_\_\_\_  
*Reviewer Signature/Date*

**The New York Public Library  
Goals**

FINAL DRAFT

Employee Name:	
Employee ID:	
Job Title:	
Department:	
Goals Period Start:	
Goals Period End:	
Reviewer:	
Reviewer Title:	
Next Review:	

**Goals & Accomplishments**

Review the goals established for this review period. Please indicate goal achievements and accomplishments in terms of contributions to the department/Library and/or personal career development. Indicate any factors that hindered the achievement of a goal.

Goal:	
Accomplishment:	
Goal:	
Accomplishment:	
Goal:	
Accomplishment:	
Goal:	
Accomplishment:	



- If necessary, attach an supplemental page

FINAL DRAFT

**Overall Performance**

Review the staff member's most recent Performance Appraisal and the success of the goals established for this review period. The importance and weight of the various performance appraisal competencies and goals will depend on the responsibilities of the evaluated position.

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*Employee Signature/Date*

---

*Reviewer Signature/Date*

# The New York Public Library

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OFFICE OF STAFF SERVICES • 188 Madison Avenue, 5th Floor, New York, New York 10016-4314

[www.nypl.org](http://www.nypl.org)

January 23, 2009

Nola Brooker  
Assistant Director, Professional Division

Carol Thomas  
President Local 190  
DC 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, NY 10007

Dear Nola and Carol:

This letter serves to confirm the details of what we agreed to at our meeting on November 14, 2008.

As we discussed, the Library is in the process of integrating what was once the traditional Branch and Research Library Technical Services Departments into one unit - Collections and Circulating Operations (CCO). The Technical Services units on the Branch side consist of Cataloging, Acquisitions, Branch Libraries Information Systems, Tech Shipping and Binding/Processing. The Research Libraries side of the operation consists of Acquisitions, Cataloging and Shelf/Binding.

As a result of a desk audit, it was discovered that staff on both sides of the operation are performing very similar work, but are at different pay scales. The salaries of the Branch clerical and paraprofessional titles are contractually lower than their counter parts in the Research Libraries (the Library Technical Assistant series). Therefore, in order to maintain internal equity and create a leveled salary structure in the department, we are upgrading the salaries of those clerical and paraprofessional titles on the Branch side of the Technical Services operation to that of the LTA series, where necessary.

Additionally, the titles of all CCO/Technical Services clerical and paraprofessional staff will be changed to better reflect the work that the staff members regularly perform and their job descriptions updated. Below is a table which depicts the current and proposed titles and their correlation to one another.

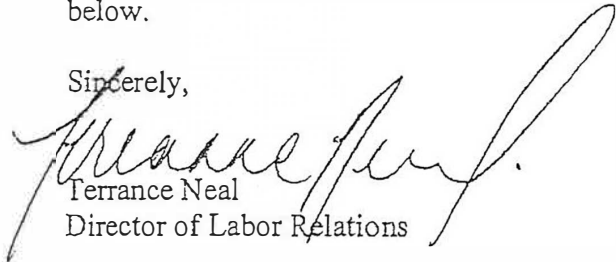
Branch Job Titles	Research Job Titles	Proposed CCO Titles
	LTA I	Collections Processing Assistant I
(Office Aide I) Office Aide III	LTA II	Collections Processing Assistant II
Office Associate I & Library Information Assistant	LTA III	Collections Processing Associate
Office Associate III & Library Administrative Associate	LTA IV	Senior Collections Processing Associate

As we agreed, the proposed titles will be recognized and represented by Local 1930 and will be bound by the terms of the existing union agreement. Additionally, all staff will maintain their seniority and the Collections Processing titles will be eligible for the longevity increments normally applicable to the LTA series.

The salary and title changes will take effect on or before January 30, 2009.

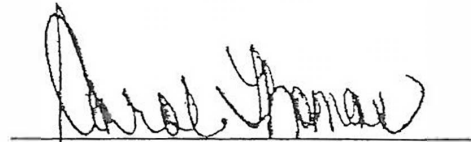
If your understanding of the above conforms to mine, please affix your signatures on the lines below.

Sincerely,

  
Terrance Neal  
Director of Labor Relations

Agreed:

  
\_\_\_\_\_  
Nola Brooker

  
\_\_\_\_\_  
Carol Thomas

Date: 2/4/09

Date: 2/4/09

cc: Cynthia Clark, CCO  
Deborah Trepp, CCO  
Patrick Matthews, COMP  
Lisa Riccio, DC 37

50 626 COLLECTIONS PROCESSING ASSISTANT I  
50 627 COLLECTIONS PROCESSING ASSISTANT II  
50 628 COLLECTIONS PROCESSING ASSOCIATE  
50 629 SENIOR COLLECTIONS PROCESSING ASSOCIATE

MEMORANDUM OF AGREEMENT  
BETWEEN THE NEW YORK PUBLIC LIBRARY  
AND  
DISTRICT COUNCIL 37

Article V of the collective bargaining agreement between Local 1930 and the New York Public Library and Article XVIII of the collective bargaining agreement between Local 374 and the New York Public Library will be amended to provide that, effective January 1, 2010, non-City reimbursed employees and retirees of the New York Public Library will become members of the Trust.

As a result, the Library will begin making payments to the DC 37-New York Public Library Health and Security Plan Trust on behalf of these individuals. These persons will continue to be treated on the same basis as existing City reimbursed employees and retirees of the Library.

All other terms and conditions of the applicable Collective Bargaining Agreements will remain as is.

ACCEPTED AND AGREED  
NEW YORK PUBLIC LIBRARY

By: *Luisa Fu*  
Name: *Luisa Fu*  
Title: *VP, Staff Services*  
Date: *3/11/10*

ACCEPTED AND AGREED  
DISTRICT COUNCIL 37

By: *Carol Thomas*  
Carol Thomas  
President, Local 1930

By: *Cuthbert Dickenson*  
Cuthbert Dickenson  
President, Local 374

By: *Evelyn Seinfeld*  
*Dennis Sullivan Evelyn Seinfeld*  
Acting Director, Research & Negotiations

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW YORK PUBLIC LIBRARY

AND

LOCAL 1930, DISTRICT COUNCIL 37, AFSCME, AFL-CIO

Agreement made this 21<sup>st</sup> day of May 2011, by and between The New York Public Library (the "Library") and District Council 37, and its affiliated Local 1930, AFSCME, AFL-CIO (the "Union" or "Local 1930"):

If The New York Public Library (the "Library") must conduct a layoff and reduce its workforce because of business needs, adverse economic conditions, lack of work or organizational change, all layoffs and any recalls from layoffs will generally be conducted in a manner that is consistent with the Library's business needs and requirements, including all applicable collective bargaining agreements, and in accordance with the layoff procedure described below.

This layoff procedure seeks to provide the Library with a framework for conducting layoffs and recalls in a manner that ensures that layoffs and recalls are administered without prejudice, is equitable to the Library's employees, and minimizes the disruption to both employees and the operations of the Library. The following layoff procedure is solely intended to provide an administrative framework.

## NOTIFICATION

In the event that a layoff is reasonably expected, the Library will communicate information about the impending layoff to the Union, whenever possible, at least thirty (30) days before the layoff is to occur. In the event that applicable law dictates a different notification period threshold, the greater of the two notification periods shall apply.

Employees selected for layoff will be given as much notice as is required by law or as much as is reasonable and practical under the circumstances.

Any prescribed notification timeframes will not preclude the Union and the Library from meeting to discuss alternatives to a layoff.

## CRITERIA

In the event of a layoff, the Library shall rely upon the following criteria in selecting employees for layoff, as permitted by applicable collective bargaining agreements:

- Length of service with the Library.
  - An employee's length of service is measured from the original date of appointment to a salaried position with the Library, as long as there has not been a break in service greater than thirty (30) days.
    - Part time service will not be pro-rated.
  - Employees with breaks in service greater than thirty (30) days are credited only from the most recent date of appointment to a salaried position, unless otherwise required by law.
  - For the purposes of this layoff policy, a "break in service" is when a staff member terminates employment from the Library, whether voluntarily or involuntarily.

- The needs of the Library and specific projects.
- Transferability of skills to other positions within the unit, including but not limited to supervisory responsibilities.

## PROCESS

### 1. Layoff Units:

The following will be recognized as individual layoff units:

- Library Sites & Services + SASB Sites & Services
- Science, Industry & Business Library + Reference & Research Services
- Collections Strategy + Exhibitions, Programming & Education
- New York Public Library for the Performing Arts
- Schomburg Center for Research in Black Culture
- Collections and Circulations Operations
- Information Technology Group

### 2. Occupational Groups:

When conducting a layoff, all union staff will be categorized into one of the following occupational groups based upon position functions within each layoff unit.

This process will be conducted at the Library's sole discretion:

- Library Manager
- Professional (Community Liaison Assistant, Library Information Assistant, Librarian Trainee, Librarian, Senior Librarian, Supervising Librarian, Principal



Librarian, Librarian I through IV, Specialist I through IV, Literacy Site Advisor, Manager-Audio Book Studio,)

- Clerical (Office Aide I and III, Office Associate I, II & III, Library Administrative Assistant/Associate, Library Clerical Assistant, Clerk Typist, Steno/Secretary I/II)
- Library Technical Assistant (Art Handler, LTA I through IV, Collections Processing Assistant I/II, Collections Processing Associate & Sr. Collections Processing Associate, Conservation Assistant/Technician/Specialist)
- Technology (AV Techs, unionized ITG titles)

\* The titles listed above represent those collectively bargained titles that are regularly utilized at The Library. Should any other Local 1930 represented titles be used in the future, they will be assigned to the appropriate occupational group.

### 3. Selection Process:

In the event of a layoff, The Library has the sole discretion in determining which occupational groups and layoff units will be impacted.

The Library will sort staff within each layoff unit by seniority within each occupational group. The criteria listed above will be used to determine which staff member(s) will be laid off.

An employee laid off as a result of a reduction in force may bump an employee with less service only within their current occupational group in their assigned layoff unit.

### RECALL

Union employees who are laid off will be maintained on a recall list for a period not to exceed two (2) years. The recall list will be established as prescribed in the applicable Union agreement(s).

While on the recall list, employees should report to the HR department if they become unavailable for recall and should update HR of any change to their home address. Employees who do not keep a current home address on record with the HR

department will lose their recall rights. Removal from the recall list terminates all job rights the employee may have.

Should the Library offer severance, employees who accept a package may be required to waive their right to recall or re-employment.

#### OTHER

Credit for seniority will continue to accumulate during any layoff of thirty (30) days or less. Employees laid off for more than thirty (30) days and subsequently recalled within two (2) years from the date of layoff will be credited with the years of service accumulated at the time of layoff.

Employees who are laid off will not accrue vacation or sick leave while off payroll and will not be eligible for paid holidays.

The Library will not contest any laid off staff member's application for unemployment insurance benefits, unless they have opted to retire.

The Library and the Union jointly recognizes that structural, financial and organizational changes may affect the need to amend these layoff procedures. Should a need arise, changes will be subject to collective bargaining.

The New York Public Library:

Thomas Murphy

Title: Director of Labor Relations

Date: May 25, 2011

Local 1930, District Council 37:

Salvatore G. G. G.

Title: President

Date: May 24, 2011

District Council 37, AFSCME, AFL-CIO:

Evelyn Sempfeld

Title: DIRECTOR OF RESEARCH AND

Date: 5/24/11

MEMORANDUM OF AGREEMENT

BETWEEN THE NEW YORK PUBLIC LIBRARY

AND

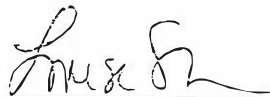
LOCAL 1930 and LOCAL 374, DISTRICT COUNCIL 37, AFSCME, AFL-CIO

On December 9, 2011, the Board of Trustees ("Trustees") of the District Council 37 – New York Public Library Health and Security Plan Trust ("Plan") unanimously voted to eliminate the 90-day eligibility waiting period requirement effective as of January 1, 2012.

As such, this MOA will be appended to the Collective Bargaining Agreements between the New York Public Library and Local 1930, DC 37, AFSCME, AFL-CIO and Local 374, DC 37, AFSCME, AFL-CIO to provide that:

1. Effective January 1, 2012, new employees who are hired after January 1, 2012 in accordance with the terms of the Collective Bargaining Agreements (and their eligible dependents) will be eligible to commence benefits under the Plan upon their first day of covered employment.
2. All existing covered employees (and their dependents) who have not yet completed their respective 90-day eligibility waiting period requirement (as was previously the rule under the Plan) as of January 1, 2012, will be eligible to commence benefits under the Plan effective as of such date.
3. The Library shall not be required to make contributions or payments of any kind to the Plan (or to any other person) for any claims that were incurred by existing covered employees (and the dependents) during their respective 90-day waiting periods that were completed prior to January 1, 2012.

ACCEPTED and AGREED



Louise Shea  
The New York Public Library



Valentin Colon  
Local 1930, AFSCME, AFL-CIO



Cuthbert Dickenson  
Local 374, AFSCME, AFL-CIO



Evelyn Seinfeld  
DC 37, AFSCME, AFL-CIO

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made this 2<sup>d</sup> day of May, 2013 between the New York Public Library ("NYPL") and District Council 37, AFSCME, AFL-CIO ("DC 37") and Local 1930, New York Public Library Guild, District Council 37, AFSCME, AFL-CIO ("Local 1930") (collectively referred to as "the Union.>").

WHEREAS, the NYPL and Brooklyn Public Library ("BPL") have agreed to consolidate its Technical Services operations (currently known at NYPL as Collections and Circulation Operations) inclusive of Selection & Ordering, Acquisitions, Cataloging, Sorting and Distribution into a singular operation to be known as "Book Ops";

WHEREAS, Book Ops will be jointly governed by representatives from both the NYPL and BPL;

WHEREAS, existing BPL staff in their Collection Development department and who are members of Local 1482, District Council 37, AFSCME, AFL-CIO ("Local 1482") have been offered the opportunity to voluntarily transition to Book Ops and be covered under the NYPL contract with the Union ("the Contract");

WHEREAS, nineteen (19) BPL union staff members (listed on Exhibit A), all of which are currently represented by Local 1482, have individually and voluntarily decided to transition to Book Ops and in doing so, will become NYPL staff members assigned to Book Ops effective May 6, 2013;

WHEREAS, those staff members will continue to be represented by DC 37, however, their membership will be transferred from Local 1482 to Local 1930 upon their transition to NYPL and the terms and conditions of their employment will be governed by the Contract, except where modified below; and

WHEREAS, NYPL and the Union have negotiated in good faith and have reached agreement on the additional following terms and conditions of employment for those former 19 BPL staff members who will now become members of Local 1930 and work at NYPL.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Exhibit A

The attached Exhibit A shall be considered part of this MOA.

2. Titles

NYPL and the Union agree that job titles of transitioning BPL staff members will be equated to the NYPL's titles as follows:

BPL Title	NYPL Title
Office Aide I & III, Stock Handler	Collections Processing Assistant II
Office Associate I & Library Associate	Collections Processing Associate
Office Associate III, Interchange Supervisor & Principal Administrative Associate	Senior Collections Processing Associate

The titles of BPL transitioning staff in the librarian occupational group will be amended to reflect the NYPL's titles. For example, a Senior Librarian IA will become a Senior Librarian.

3. Salaries

Transitioning BPL staff members will receive an adjustment in salary where applicable and in accordance with the promotional increase schedule for Collections Processing titles under the Contract. Transitioning BPL staff members will become eligible for the longevity increments applicable to Library Technical Assistants at the appropriate periods – 7 and 10 years of service in the Collections Processing titles.

Transitioning BPL staff members will receive an adjustment in salary where applicable under the Contract. In no event shall transitioning BPL staff members receive a salary less than what they currently receive at BPL. Transitioning BPL staff members will be eligible for the appropriate service-in-title and occupational group increases in accordance with the Contract.

All transitioning BPL staff members will be eligible for future salary increases, inclusive of any retroactive payments, negotiated between the Union and the City of New York in accordance with the terms and conditions of such an agreement.

4. Seniority

Book Ops will maintain a separate seniority list for purposes of layoff. Transitioning BPL staff members will retain their seniority for purposes of layoff, vacation approval, overtime, and any other situations in which there is a contractual obligation to use seniority as a deciding factor. Seniority levels will be integrated among all union employees who work in Book Ops.

5. Health Insurance & New York State Pension

Transitioning BPL staff members can keep the same health insurance plan but must complete new enrollment forms. There will be no waiting period.

ES (handwritten initials)

Members of the NY State & Local Retirement System ("NYSLRS") pension plan will be required to complete new paperwork to properly reflect and record NYPL as their employer. In accordance with NYSLRS guidelines, there shall be no break in service and no change in tier level.

BPL transitioning staff members will be eligible for the NYPL/DC 37 Health and Security Plan Trust benefits pursuant to the Trust's eligibility guidelines.

5. Sunday Overtime

Transitioning BPL staff members will be eligible to apply to work in NYPL's open locations on Sundays performing public service. There is no guarantee that any employees will be selected for Sunday Overtime public service hours.

7. Annual Leave/Sick Leave/Floating Holidays

Transitioning BPL staff will accrue unlimited annual leave for as long as such a policy remains in effect at NYPL.

Current annual leave and sick leave accrual rates and the standard increase schedule will remain in effect unless amended by the City of New York and/or NYPL and the Union during collective bargaining.

Unless a transitioning staff member has opted to have their annual leave paid out by BPL prior to the last day at BPL, all unused annual leave balances for transitioning BPL staff members will remain in effect. All sick leave balances for transitioning BPL staff members will remain in effect.

Any transitioning BPL staff member that was hired after July 1, 2004 will be eligible for one (1) floating holiday per year.

Any transitioning BPL staff member that was hired before July 1, 2004 will be eligible for two (2) floating holidays per year.

8. Terminal Leave/Service Credit

NYPL will not maintain the existing BPL Terminal Leave program that is currently in effect for any transitioning BPL staff member. However, any transitioning BPL staff member who is currently 45 years of age with at least 10 years of full time equivalent service as of May 1, 2013 will be eligible for NYPL's frozen service credit benefit (1 month for every 10 years of full time equivalent service). The transitioning BPL staff who are eligible for the frozen service credit benefit are listed on Exhibit A. This benefit will be paid out to those identified individuals upon separation from NYPL based on their salary and years of service as of May 1, 2013. Those identified individuals who retire will also receive the NYPL's current benefit of 15% of their accrued/unused sick leave balance, in accordance with Plan Documents.

This value of the service credit benefit will be treated as taxable income for 2013; however, NYPL will make a payment on behalf of the individuals to the government authorities to cover the cost of the estimated taxes due on employee's behalf. Upon separation from the NYPL, the service credit benefit

will be reduced to reflect the portion already deposited with the government to cover the 2013 tax liability. Any untaxed portion will be taxed at separation.

9. Performance Evaluations

Transitioning BPL staff members will receive a performance evaluation after one year of employment in Book Ops. Any future evaluations will be done in accordance with the Contract between NYPL and the Union.

10. Physical Examinations

Transitioning BPL staff members who are expected to perform physical labor will be required to pass a physical exam (given by a third party vendor) prior to beginning employment with NYPL on May 6<sup>th</sup>, 2013. Should any individual not pass the physical exam, BPL will retain such employee in his/her prior job classification.

11. Other Terms and Conditions

Effective May 6, 2013 these BPL staff members will be bound by all applicable terms and conditions of the Contract between the NYPL and the Union as well as the NYPL's employment policies as described in the Employee Handbook. Any other terms and conditions of employment not modified by this MOA for transitioning BPL staff members will be in accordance with the Contract. Any dispute under the MOA will be determined in accordance with grievance procedure under the Contract.

The New York Public Library:

Name

Title

[Signature]  
Director of Employee Labor Relations

May 8, 2013  
Date

District Council 37, AFSCME, AFL-CIO:

Name

Title

Evelyn Scamporrino  
Director of Research - Negotiation

May 2, 2013  
Date



Local 1930, New York Public Library Guild:

*Salento J*  
Name

*May 8, 2013*  
Date

*President*  
Title

Thursday, May 02, 2013



New York  
Public  
Library

April 15, 2015

Lisa Riccio  
District Council 37  
AFSCME, AFL-CIO  
125 Barclay Street  
New York, NY 10007

Dear Lisa:

As we've discussed, the Adult Literacy Center Unit at the Library has decided to restructure its operations to better support their patrons and rapid expansion of the programs. As a result, it has been determined that the Community Liaison Assistant position is limited in its scope of responsibility and can no longer meet the needs of the department. As such, the work currently performed by the incumbents is more appropriately aligned with the Specialist title series, which requires a Master's Degree and is a higher title in terms of salary and responsibility.

Currently, there are six (6) Community Liaison Assistants working within the Adult Literacy Centers. Two (2) of them have a Master's Degree and four (4) of them do not. The Library will upgrade all of the incumbents to the Specialist II title with the corresponding salary as a one-time exception retroactive to January 1, 2015.

Furthermore, all incumbents will be eligible for the appropriate Specialist longevity and service-in-title increments that are contractually required. The incumbents will also be eligible for the contractually required Performance Based Salary Upgrade after 6 months of active service (October 2015) and will receive a performance evaluation after 12 months service of active service (April 2016) in the new title. Any future evaluations will be done in accordance with the CBA between NYPL and the Union.

Attached is a table which depicts the current and proposed titles and salaries of each Community Liaison Assistant in the Adult Learning Center unit (Attachment A) and the Specialist II job description (Attachment B).

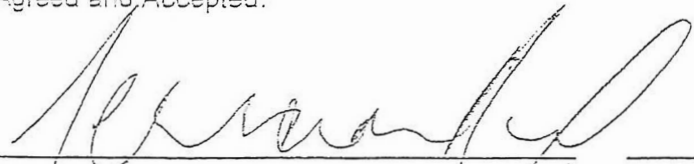
All staff will maintain their seniority for purposes of layoff, vacation approval, overtime, and any other situations in which there is a contractual obligation to use seniority as a deciding factor. Additionally, all staff will maintain their current health insurance plan election and all other applicable benefits.



New York  
Public  
Library

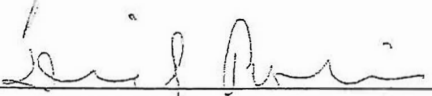
The Union waives its right with prejudice to raise any grievance over the duties which were assigned to these incumbents prior to the execution of this agreement and the Library and the Union will attach this side letter to the successor collective bargaining agreement as an addendum.

Agreed and Accepted:

  
\_\_\_\_\_  
Terrance Neal, New York Public Library


Date

4/17/15  
\_\_\_\_\_  
/ /

  
\_\_\_\_\_  
David Paskin, DC 37

Date

4/16/15  
\_\_\_\_\_  
/ /

  
\_\_\_\_\_  
Valentin Colon, Local 1930

Date

4/16/15  
\_\_\_\_\_  
/ /

cc: Luke Swarthout, AES  
Kenneth English, ALC  
Jessica Rosenthal, HRD

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made this 18<sup>th</sup> day of September, 2015 between the New York Public Library ("NYPL") and District Council 37, AFSCME, AFL-CIO ("DC 37") and Local 1930, New York Public Library Guild, District Council 37, AFSCME, AFL-CIO ("Local 1930") (collectively referred to as "the union").

WHEREAS, NYPL has not utilized the Librarian Trainee Program in at least eight (8) years due to a significant cuts in funding; and

WHEREAS, NYPL has decided to re-introduce the Librarian Trainee Program as a result of the recent increase in City Funding for FY16; and

WHEREAS, NYPL wishes to make amendments to the former Librarian Trainee Program for existing union employees.

Now, THEREFORE, IT IS AGREED AS FOLLOWS:

### 1. Eligibility

To be eligible for a position as a Librarian Trainee, a candidate must:

- Possess a Bachelor's degree
- Provide evidence of enrollment and attendance on a matriculated basis at a Library school accredited by the American Library Association, or a related Master's level graduate program approved by the Library
- Demonstrate a strong commitment to public service
- Demonstrate strong interpersonal, oral and written communication skills
- Have successful job performance in their existing role

### 2. Applying For a Librarian Trainee Position

To apply for a Librarian Trainee position, interested candidates must submit their resume for trainee job openings listed as current NYPL vacancies and be selected for such openings through a formal interview and consideration process.

### 3. Progressing Through School

Those accepted to the Librarian Trainee Program must be matriculated in an American Library Association (ALA) accredited library school, or a related Masters level graduate program as approved by the Library, upon hire. A Librarian Trainee must remain as a

matriculated student without interruption each semester, and obtain the graduate degree within a three and one half (3-1/2) academic year period.

If a Librarian Trainee does not maintain active student status for one or more semesters or fails to complete their graduate degree program, he/she will revert to their former title with the appropriate adjusted salary.

#### 4. Tuition Assistance and Loans

As part of the Librarian Trainee Work-Study Program, Trainees that have achieved and sustained satisfactory job performance are eligible to receive tuition assistance as provided for by the Library Educational Assistance Program (LEAP) from The New York Public Library.

#### 5. Compensation and Promotions

A Librarian Trainee receives salary increases while progressing towards the graduate degree. At the end of every semester, Librarian Trainees must provide a copy of their grade report to The Human Resources Department (even if you do not have enough credits completed to be promoted to the next Librarian Trainee level). When a Librarian Trainee has successfully completed enough credits to be promoted to the next level, The Human Resources Department will process the promotion. All promotions will be effective at the start of the pay period following the date that the official transcript (indicating number of credits achieved) is received and confirmed by the Human Resources Department. Only Librarian Trainees with satisfactory performance on the job as well as in graduate school will be eligible for a promotion. Below is the current schedule for Librarian Trainee salary increases:

Classification	Credits	9/3/15 Salary
Librarian Trainee A	0-8	\$39,125
Librarian Trainee B	9-17	\$40,194
Librarian Trainee C	18-26	\$41,166
Librarian Trainee D	27+	\$42,139

#### 6. Evaluation

At the end of every academic year the Librarian Trainee's supervisor is responsible for completing a Librarian Trainee Progress Report. This evaluation will provide information on the Librarian Trainee's job performance and objectives for the following school year. Additionally, at the end of every semester, the Librarian Trainee's supervisor is responsible for reviewing the trainee's academic development during that semester, discussing its relevance to the professional workplace. The supervisor is responsible for ensuring trainees complete appropriate professional development workshops outside of their graduate

program. This feedback serves to integrate both the academic and professional development of The Librarian Trainee on a semester-by-semester basis.

With respect to the Librarian Trainee Progress Report, the Library will provide the criteria to the Union prior to implementation and will provide notice of any modification of criteria.

Nothing in this paragraph is intended to modify the right to be granted a regular appointment as set forth in Article XXII 2b of the Local 1930 contract.

#### **7. Graduation**

Upon graduation from the Masters Program, and also contingent upon successful job performance, a Librarian Trainee shall be promoted to a Senior Librarian position no later than 9 months after graduation.

To be eligible for a position as a Senior Librarian, a Librarian Trainee must provide the following information and meet the qualifications listed below:

- A diploma or transcript and a letter from the University stating that the requirements for the Masters Degree have been completed and that the degree has been awarded
- Successful job performance.
- Upon promotion to a Librarian position staff must obtain a New York State Public Librarians Certificate.

#### **8. Terms of Appointment/Librarian Evaluation**

Existing staff with a regular appointment who are accepted into the Librarian Trainee Program will retain their regular appointment in the Library through the course of the Trainee Program.

#### **9. Post Graduation Requirement**

All graduates of the Librarian Trainee program are required to remain with the Library for a period of no less than two years after graduation or pay back any tuition assistance that they have received from the Library.

#### **10. Enforcement**

This agreement is subject to the grievance procedures set forth in the parties CBA.

The New York Public Library:

Pran R. P.  
Name

Sept. 18, 2015.  
Date

Director of Employee Relations  
Title & Talent Acquisition.

District Council 37, AFSCME, AFL-CIO:

Evelyn Stembel  
Name

Sept 16, 2015  
Date

Director  
Title

Local 1930, New York Public Library Guild:

John J.  
Name

Sept. 14, 2015  
Date

President Local 1930  
Title

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made this 29<sup>th</sup> day of September, 2016 between the New York Public Library ("NYPL") and District Council 37, AFSCME, AFL-CIO ("DC 37") and Local 1930, New York Public Library Guild, District Council 37, AFSCME, AFL-CIO ("Local 1930") (collectively referred to as "the union").

WHEREAS, the Digital Imaging Unit at NYPL has determined that existing incumbents in the Collections Photographer (Library Technical Assistant IV) title (Exhibit A) should be upgraded in order to reflect their advanced technical responsibilities that are more aligned with the Specialist title series.

WHEREAS, the Specialist title series requires a Master's Degree, however the current incumbents, of which there are six (6), have a Bachelor's.

WHEREAS, NYPL is willing to make a one-time exception to the educational requirements for these current staff members by upgrading them to the Specialist II level with the corresponding salary.

Now, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Exhibit A (\*salary and increase chart)

The attached Exhibit A shall be considered part of this MOA

2. Salaries

Transitioning staff members will become eligible for the performance based upgrade, longevity increments, appropriate service-in-title and occupational group increases applicable to the Specialist title series where applicable and in accordance with the Contract.

All transitioning staff members will be eligible for future salary increases, inclusive of any retroactive payments, negotiated between the Union and the City of New York in accordance with terms and conditions of such an agreement.

3. Seniority

Transitioning staff members will retain their seniority for purposes of layoff, vacation approval, overtime, and any other situations in which there is a contractual obligation to use seniority as a deciding factor.

4. Health Insurance/Annual Leave/Sick Leave



All transitioning staff members will retain any and all other employment benefits, including but not limited to health insurance, annual leave and sick leave, etc. consistent with the lawful administration of the benefits, the applicable collective bargaining agreement, rules and regulations of the New York Public Library and current practices.

5. Performance Evaluations

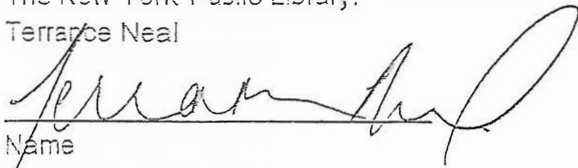
Transitioning staff members will receive a performance evaluation after one year of employment in the new title. Any future evaluations will be done in accordance with the Contract between NYPL and the Union.

6. All Future Hires

All future hires will be hired at the Specialist I level unless they have a Master's Degree in which case they will be hired at the Specialist II level.

The New York Public Library:  
Terrance Neal

Name




Date

9/30/16

Director of Employee  
Title Relations & Talent Acquisition

District Council 37, AFSCME, AFL-CIO:  
David Paskin

Name



Date

9/12/16

DIRECTOR DC37 RESEARCH + NEGOTIATIONS  
Title

Local 1930, New York Public Library Guild:  
Valentin Colon

Valentin Colon  
Name

Sept. 12, 2016  
Date

LOCAL 1930 PRESIDENT  
Title

LOCAL 1930

CONVERSION OF LIBRARY TECHNICAL ASSISTANTS (LTA) IV TO COLLECTIONS PHOTOGRAPHERS  
FOR THE DIGITAL IMAGING UNIT

PART TIME EMPLOYEES

Base Salary (as of 7/1/16) = \$24,865  
6 Month Performance Upgrade = \$2,582  
(As of 1/1/17)

FULL TIME EMPLOYEES

Base Salary (as of 7/1/16) = \$49,732  
6 Month Performance Upgrade = \$5,163  
(As of 1/1/17)

7 Year Recurring Increment Payment (RIP) = \$1011

2 Year Service Increment in Title (SIT) = \$1,235

5 Year Service Increment in Title (SIT) = \$1,240

7 Year Service Increment in Title (SIT) = \$1,233

5 Year Service Increment in Occupational Group (SOG) = \$1,716

10 Year Service Increment in Occupational Group (SOG) = \$955

15 Year Service Increment in Occupational Group (SOG) = \$953

20 Year Service Increment in Occupational Group (SOG) = \$1,502

Please Note : Start date of this conversion will begin on 7/1/16

Collections Photographers salary equates to Specialists II salary which equates to Senior Librarian salary

All amounts listed in the RIPs, SITs and SOGs are effective as of 9/3/15

All RIPs, SITs and SOGs are subject to the Guidelines For Service Increments, Longevity Differentials and MCMEA/ACF Recurring Increment Payments

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made this 28<sup>th</sup> day of October, 2016 between the New York Public Library ("NYPL") and District Council 37, AFSCME, AFL-CIO ("DC 37") and Local 1930, New York Public Library Guild, District Council 37, AFSCME, AFL-CIO ("Local 1930") (collectively referred to as "the union").

WHEREAS, NYPL and the Union signed an MOA in 2015 which allowed for amendments to the former Librarian Trainee Program for existing union employees; and

.WHEREAS, NYPL wishes to ~~to~~<sup>to</sup> commence hiring new employees as Librarian Trainees with certain amendments to the former Librarian Trainee Program,

Now, THEREFORE, IT IS AGREED AS FOLLOWS:

### 1. Eligibility

To be eligible for a position as a Librarian Trainee, a candidate must:

- Possess a Bachelor's degree
- Provide evidence of enrollment and attendance on a matriculated basis at a Library school accredited by the American Library Association, or a related Master's level graduate program approved by the Library
- Demonstrate a strong commitment to public service
- Demonstrate strong interpersonal, oral and written communication skills
- Have successful job performance in their existing role

### 2. Applying For a Librarian Trainee Position

To apply for a Librarian Trainee position, interested candidates must submit their resume for trainee job openings listed as current NYPL vacancies and be selected for such openings through a formal interview and consideration process.

### 3. Terms of Appointment / Progressing Through School

Those accepted to the Librarian Trainee Program must be matriculated in an American Library Association (ALA) accredited library school, or a related Masters level graduate program as approved by the Library, upon hire. A Librarian Trainee must remain as a matriculated student without interruption each semester, and obtain the graduate degree within a three and one half (3-1/2) academic year period.

Newly hired Librarian Trainees or those promoted from non-represented titles will be eligible for a Regular Appointment after 12 months of full time satisfactory employment. Should a Librarian Trainee (not previously represented by the Union) discontinue their education at any time during their tenure as a trainee or fail to graduate from an accredited Library school within 3-1/2 consecutive academic years, he/she will be subject to immediate termination without the need for a pre-disciplinary hearing. Such termination will not be subject to appeal or arbitration.

**4. Tuition Assistance and Loans**

As part of the Librarian Trainee Work-Study Program, Trainees are eligible to receive tuition assistance as provided for by the Tuition Assistance Program (TAP) from The New York Public Library.

**5. Compensation and Promotions**

A Librarian Trainee receives salary increases while progressing towards the graduate degree. At the end of every semester, Librarian Trainees must provide a copy of their grade report to The Human Resources Department (even if you do not have enough credits completed to be promoted to the next Librarian Trainee level). When a Librarian Trainee has successfully completed enough credits to be promoted to the next level, The Human Resources Department will process the promotion. All promotions will be effective at the start of the pay period following the date that the official transcript (indicating number of credits achieved) is received and confirmed by the Human Resources Department. Only Librarian Trainees with satisfactory performance on the job as well as in graduate school will be eligible for a promotion. Below is the current schedule for Librarian Trainee salary increases:

<b>Classification</b>	<b>Credits</b>	<b>9/3/16 Salary</b>
Librarian Trainee A	0-8	\$40,392
Librarian Trainee B	9-17	\$41,399
Librarian Trainee C	18-26	\$42,400
Librarian Trainee D	27+	\$43,403

**6. Evaluation**

At the end of every academic year, the Librarian Trainee’s supervisor is responsible for completing a Librarian Trainee Progress Report. This evaluation will provide information on the Librarian Trainee’s job performance and objectives for the following school year. Additionally, at the end of every semester, the Librarian Trainee’s supervisor is responsible for reviewing the trainee’s academic development during that semester, discussing its relevance to the professional workplace. The supervisor is responsible for ensuring trainees

complete appropriate professional development workshops outside of their graduate program. This feedback serves to integrate both the academic and professional development of The Librarian Trainee on a semester-by-semester basis.

Nothing in this paragraph is intended to modify the right to be granted a regular appointment as set forth in Article XXII 2b of the Local 1930 contract.

**7. Graduation**

Upon graduation from the Masters Program, and also contingent upon successful job performance, a Librarian Trainee shall be promoted to a Senior Librarian position no later than 9 months after graduation.

To be eligible for a position as a Senior Librarian, a Librarian Trainee must provide the following information and meet the qualifications listed below:

- A diploma or transcript and a letter from the University stating that the requirements for the Masters Degree have been completed and that the degree has been awarded
- Successful job performance
- Upon promotion to a Librarian position staff must obtain a New York State Public Librarians Certificate

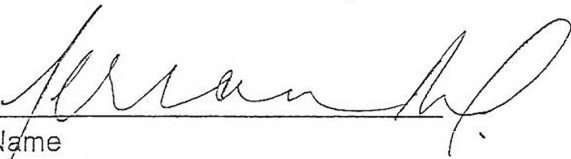
**8. Post Graduation Requirement**

All graduates of the Librarian Trainee program are required to remain with the Library for a period of no less than two years after graduation or pay back any tuition assistance that they have received from the Library.

**9. Enforcement**

This agreement is subject to the grievance procedures set forth in the parties CBA.

The New York Public Library:

  
Name

11/2/16  
Date

Director of Employee Relations  
Title Talent Acquisition

District Council 37, AFSCME, AFL-CIO:

Deil Paeti  
Name

10/27/16  
Date

Director  
Title

Local 1930, New York Public Library Guild:

Salvatore J.  
Name

10/27/16  
Date

President  
Title

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made this \_\_\_\_\_ day of January, 2017 between the New York Public Library ("NYPL") and District Council 37, AFSCME, AFL-CIO ("DC 37") and Local 1930, New York Public Library Guild, District Council 37, AFSCME, AFL-CIO ("Local 1930") (collectively referred to as "the Union").

**WHEREAS**, the Union filed a Step III Grievance alleging that the clerical staff at the Andrew Heiskell Braille and Talking Book Library ("LB") have been working out of classification given their responsibilities in comparison to clerical staff in the neighborhood branch libraries; and

**WHEREAS**, a grievance hearing was held on August 3, 2015, during which the Union was unable to indicate an existing title to equate the LB clerical staff to; and

**WHEREAS**, on or about May 2, 2016, the Union proposed that the LB clerical staff be equated to the Collections Processing title series; and

**WHEREAS**, all parties are interested in resolving the issue without the need for further proceedings;

Now, THEREFORE, IT IS AGREED AS FOLLOWS:

### 1. Covered Employees

Effective upon the execution of this agreement, ~~all current and active clerical staff assigned to~~ LB will be upgraded to the Collections Processing titles series as indicated on the attached spreadsheet (Exhibit A) with the indicated salary increases retroactive to May 1, 2016. For the purposes of this agreement, such staff will be referred to as "Covered Employees".

### 2. Salaries

The new salaries of each Covered Employee has been calculated to include the 7 and 10 year Recurring Increment Payments ("RIP") that Collections Processing titles receive, if and only if the transitioning staff member has completed the requisite years of service to receive the RIP. Covered Employees will no longer be eligible for any future longevity increments, service-in-title increments, RIPs, Additions to Gross or benefits that are specifically applicable to clerical staff.

### 3. Seniority

Covered Employees will retain their seniority in the Library for purposes of vacation approval, overtime, pension or any other situations in which there is a contractual obligation to use seniority as a deciding factor.



#### 4. Occupational Group

Covered Employees will now be considered part of the Library Technical Assistant / Collections Processing Occupational Group for all situations in which Occupational Group is a determinant factor.

#### 5. Health Insurance

Covered Employees will retain their current health insurance plan election subject to plan documents and any other contractual obligations.

#### 6. Annual Leave/Sick Leave

Current annual leave and sick leave accrual rates and the standard increase schedule will remain in effect unless amended by the City of New York and/or NYPL and the Union during collective bargaining

#### 7. Performance Evaluations

Covered Employees will receive a performance evaluation after one year of employment in the new title. If the staff member has not proved satisfactory within the 12 months after this upgrade, he or she may be returned to his or her former position or to a position with a salary comparable to the former position. Any future evaluations will be done in accordance with the Contract between NYPL and the Union.

#### 8. Release of Grievance

The Union waives its right with prejudice to raise any future grievances over the duties assigned to these Covered Employees prior to the execution of this Agreement.

#### 9. Non-Admission

This Agreement does not constitute an admission by any of the parties that either of the parties has violated any federal, state, or local law (statutory or decisional), ordinance or regulation, breached any contract or committed any wrong whatsoever. Moreover, each of the parties specifically denies having engaged in any wrongdoing.

#### 10. Non-Precedential

This Agreement is non-precedential and shall not be cited or referred to by the Union in any other grievance, arbitration or negotiation, whether or not involving the Covered Employees, with the sole exception of a grievance alleging that the terms of this Agreement have been

violated by the Library. Nor shall this Agreement be used as a basis for any application by the Union for relief on behalf of any other bargaining unit employee claiming that s/he has been assigned to perform out-of-title work without additional compensation in violation of the collective bargaining agreement between the Library and the Union.

11. Disputes

Any disputes under this Agreement will be subject to the parties' grievance procedure contained in the Collective Bargaining Agreement.

The New York Public Library:

Juan P. [Signature]  
Name

1/16/17  
Date

Director of Employee Relations  
Title

District Council 37, AFSCME, AFL-CIO:

[Signature]  
Name

1/17/17  
Date

[Signature]  
Title

Local 1930, New York Public Library Guild:

[Signature]  
Name

1/17/17  
Date

President  
Title

**Branch Job Titles**

**Research Job Titles**

**Proposed CCO Titles**

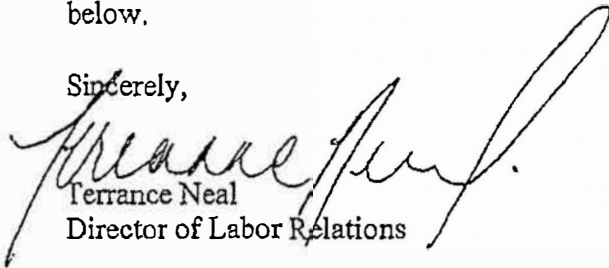
	LTA I	Collections Processing Assistant I
(Office Aide I) Office Aide III	LTA II	Collections Processing Assistant II
Office Associate I & Library Information Assistant	LTA III	Collections Processing Associate
Office Associate III & Library Administrative Associate	LTA IV	Senior Collections Processing Associate

As we agreed, the proposed titles will be recognized and represented by Local 1930 and will be bound by the terms of the existing union agreement. Additionally, all staff will maintain their seniority and the Collections Processing titles will be eligible for the longevity increments normally applicable to the LTA series.

The salary and title changes will take effect on or before January 30, 2009.

If your understanding of the above conforms to mine, please affix your signatures on the lines below.

Sincerely,

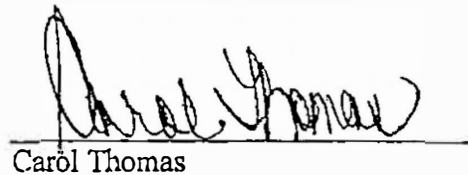


Terrance Neal  
Director of Labor Relations

Agreed:



Nola Brooker



Carol Thomas

Date: 2/4/09

Date: 2/4/09

cc: Cynthia Clark, CCO  
Deborah Trepp, CCO  
Patrick Matthews, COMP  
Lisa Riccio, DC 37

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made this 20<sup>th</sup> day of ~~March~~ **APRIL**, 2018 between the New York Public Library ("NYPL") and District Council 37, AFSCME, AFL-CIO ("DC 37") and Local 1930, New York Public Library Guild, District Council 37, AFSCME, AFL-CIO ("Local 1930") (collectively referred to as "the union").

**WHEREAS**, NYPL has a desire to create a consistent title convention of staff in the BookOps-Cataloging Division by re-titling the Librarian II position to Senior Librarian, and the Librarian III position to Supervising Librarian; and

**WHEREAS**, the Librarian II position is equivalent to the Senior Librarian position in terms of compensation, longevity & service-in-title increments, leave accruals and all other applicable benefits; and

**WHEREAS**, the Librarian III position is equivalent to the Supervising Librarian position in terms of compensation, longevity & service-in-title increment, leave accruals and all other applicable benefits.

**WHEREAS**,

Now, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Covered Employees

Effective upon the execution of this agreement, all existing staff of the BookOps-Cataloging Division in the Librarian II and Librarian III classification (as indicated on Exhibit A) will have their title changed. For the purposes of this agreement, such staff will be referred to as "Covered Employees".

2. Salaries and Benefits

Salaries and benefits of existing staff will remain unchanged as these are equivalent titles as defined above.

3. Seniority

Covered Employees will retain their seniority in the Library for purposes of vacation approval, overtime, pension or any other situations in which there is a contractual obligation to use seniority as a deciding factor.

4. Health Insurance

Covered Employees will retain their current health insurance plan election subject to plan documents and any other contractual obligations.

5. Occupational Group

Covered Employees will continue to be considered part of the Librarian Occupational Group for all situations in which Occupational Group is a determinant factor.

6. Annual Leave/Sick Leave

Current annual leave and sick leave accrual rates and the standard increase schedule will remain in effect unless amended by the City of New York and/or NYPL and the Union during collective bargaining.

7. All Future Hires

All future librarian hires in the BookOps-Cataloging Division will be hired as Senior Librarian or Supervising Librarian as necessitated by operational needs of NYPL.

8. Release of Grievance

The Union waives its right with prejudice to raise any grievances over the duties assigned to these Covered Employees prior to the execution of this Agreement.

9. Non-Precedential

This Agreement is non-precedential and shall not be cited or referred to by the Union in any grievance, arbitration or negotiation, whether or not involving the Covered Employees, with the sole exception of a grievance alleging that the terms of this Agreement have been violated by the Library. Nor shall this Agreement be used as a basis for any application by the Union for relief on behalf of any other bargaining unit employee claiming that s/he has been assigned to perform out-of-title work without additional compensation in violation of the collective bargaining agreement between the Library and the Union.

10. Disputes

Any disputes under this Agreement will be subject to the parties' grievance procedure contained in the Collective Bargaining Agreement.

The New York Public Library:

Terrance Neal

Terrance Neal

Name

4/20/18

Date

Director of Employee Relations & Talent Acquisition

Title

District Council 37, AFSCME, AFL-CIO:

David Paskin

David Paskin

Name

4/13/18

Date

Director RTN

Title

Local 1930, New York Public Library Guild:

Valentin Colon

Valentin Colon

Name

4/13/18

Date

President

Title

## INDEX

### A

Acting capacity 29

Annual leave 18-20

- Accumulation 18-20
- and death in family 20
- Scheduling 20
- Seniority in title 20

Appointments 30-32

- Acting 29
- Extension 31
- Librarian trainees 31
- Part-time 31
- Regular 31
- Temporary, Grant 32
- Trial 32

Arbitration 14

Automation 26

### B

Bargaining union 4-7

- Exceptions 6-7

Benefits

- Death insurance 36
- Disability 29
- Past 33
- Welfare plan 11

Bereavement Leave 21

Bulletin boards 24

### C

Check-cashing time 17

Check-off 9

Authorization card 24

Classification 29

## Committees

Negotiations 25

Technology and Staff Development 32-33

## **D**

Death insurance 36

### Differentials

Car allowances 13

Meal allowances 12

Overtime 12

Shift 12

### Disability

Retirement 30

### Disciplinary procedure 13-14

Appeal 14

Procedure 14

Arbitration 14

Union Representation 13

### Domestic Partner 21-22

## **E**

Emergency closing 24

Equipment and tools 27

### Excused time

Reasonable lateness 24

### Extreme temperatures 27-28

THI Indicator Replacement 28

## **F**

First aid kit 27

Floating Holidays 17

## **G**

Garnishment 11

### Grievance 14-17

Appeal from disciplinary procedure 15

Arbitration 16



Procedure 15-16

## **H**

Holiday work 16

Hours at public service desk 17

## **I**

Infant care leave 22

Information to Union 26

Automation plans 26

Job vacancy descriptions 26

Library memoranda 26

Prior notice of layoffs 39

Recall list 39

Interpretation of agreement 16

## **J**

Jury duty 35-36

## **L**

Layoffs 39-40

Automation 26

Contracting out 30

List 40

Prior notice to Union 40

Recall procedure 40

Seniority definition 40

Status during recall 40

Volunteers 30

Leave regulations 18-24

New York State Paid Family Leave 23

Union officers 25

Library memoranda 26

Library Site Manager

see Addendum #7 *Library Site Manager*

Lockout 34

## **M**

Mail system, Library 24

Maintenance of union membership 8

Management responsibilities 36

Minimum and maximum salaries 38

## **N**

New Hire Orientation 25

## **O**

Out-of-title work 29

## **P**

Past benefits 33

Personnel Data 34

    Comments by staff 34

    Comments to public 35

    Confidential documents 34

    Copies of documents 34

    Inspection by staff member 34

Picketing 34

Posting of schedules 16

President of Union

    Excused time 25

Privacy, Readers' right to

    see Addendum # 2 *Letter of information*

Promotions 28

    Acting capacity 29

    Denial for non-advertised criteria 28

    Reasons for rejection 28

    Seniority 28

## **R**

Readers' right to privacy

    see Addendum #2 *Letter of information*

Recall procedure 39-40

    Layoff status 40

List 40

Reduction in salary

Contracting out 30

Volunteers 30

Regular appointment

Definition 31

Denial of 32

Reprimands 35

**S**

Safe conditions 27

Salaries 10

Sanitary conditions 27

Saturday work 16

Scheduling

Annual leave 18

Breaks 17

Floating Holiday 17

Holidays 17

New York City Temporary Schedule Change 16

Pay-Check Cashing 17

Posting of schedules 16

Split-Shift 17

Sunday and holiday work 16

Secret files 34

Security for staff 27

Seniority

and annual leave 18

and layoff 40

and promotions 28

Service reviews 34

Comments by staff member 34

Copy for staff member 34

Performance Based Upgrade (PUP) 35

see Addendum # 4 *Performance Based Upgrades*

Reading and signing of 34

Writing of 35

Sick Leave

Accumulation 21

Borrowing of 21

Cash-in on retirement 21

Split-Shifts 17

Staffing 30

Stewards 25

Strike 34

Surveys 25

Suspension

Disciplinary procedure 13

Immediate 14

**T**

THI

see Extreme temperatures 27-28

Transfer 30

Sufficient notice 30

Travel time 30

Transportation slowdowns and strikes 24

Trial appointment

Definition 30

Extension 32

Refusal to extend 32

Termination 32

**U**

Union, Joining 8

Union membership meetings 24

in library 24

Union officials

Conventions 25

Leaves 26

Negotiating Committee 25

President 25

Stewards 25

Union rights 24

Union security 9

## **W**

Welfare Fund 11