

August 15, 2017

David Paskin  
Director, Research & Negotiations  
District Council 37  
AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10077

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

Re: Essential Services Personnel & Inclement Weather/Emergency

Dear Mr. Paskin and Mr. Hyslop:

I refer you to the Collective Bargaining Agreement for the period of January 1, 2015 to December 30, 2020, and any and all extensions (“the Collective Bargaining Agreement”) between the Queens Borough Public Library (“the Library”) and District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO and its affiliated Local 1321 (collectively “the Union”).

**WHEREAS**, the Library and the Union recognize and agree that it is the policy of the Library that employees designated as essential services personnel will perform their assigned duties in the event of inclement weather or other emergency conditions, as determined by the Library, regardless of any amendments to the Library’s operating hours, such as delayed or staggered openings or even a system-wide shutdown of all public service operations; and

**WHEREAS**, the essential services personnel required to report to work during any such events will vary and will be determined at the Library’s sole discretion depending on the nature and scope of any individual event or situation.

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

1. All union represented employees in the following City Classifications shall be deemed as Essential Services Personnel for purposes of this Side Letter Agreement: all custodial employees regardless of City Classification (including, but not limited to, Senior Library

Custodian, Library Custodian, Assistant Library Custodian and Junior Library Custodian); Library Maintainers; Senior Library Maintainer; Maintenance Facilities Supervisor; Maintenance Supervisor; Senior Investigator; Senior Library Attendant Guard and Library Attendant Guard.

2. Depending on the inclement weather or other emergency situation, Essential Services Personnel must remain on duty if directed to do so by the Library, and/or must report to work as requested to avoid interruption of essential services, including, but not limited to, snow and ice removal, maintenance of library buildings, securing library premises and property and providing safe access and/or transportation to/into library buildings for other designated Essential Personnel.
3. In such situations involving inclement weather or some other emergency situation, the Library and/or applicable Department Heads will assume responsibility for communicating work schedules, directives and locations to required Essential Services Personnel staff via phone, Library e-mail, text message or in person as soon as it has been determined that there is a need to mobilize Essential Services Personnel. All Essential Services Personnel are responsible for notifying their manager of current personal phone numbers and for checking their Library e-mail in the event of a pending or current inclement weather or other emergency situation.
4. If the Library is able to make reasonable and safe arrangements for carpools to transport required Essential Services Personnel staff to and from assigned locations, it will do so.
5. Union represented staff who have been designated as Essential Services Personnel will receive overtime pay at time and one-half for all hours worked during an inclement weather related or other emergency as determined by the Library, and they shall receive a minimum of four (4) hours of overtime pay at time and one-half in any such situations, irrespective of the actual number of hours worked and even if the Library closes.
6. Union represented staff that has been designated as Essential Services Personnel and who are required to standby in their homes subject to recall under this Agreement will be eligible for additional compensation in accordance with Article IV, Section 11(b) of the City of New York/District Council 37 Citywide Contract, as incorporated into the Collective Bargaining Agreement. Additionally, any such employee who is recalled from home to perform work under this Agreement shall be paid a minimum of four (4) hours at overtime pay at time and one-half, irrespective of the number of hours the employee ultimately works in connection with that mandatory recall assignment and even if the Library closes.



7. In the event that the Library is closed as a result of inclement weather or other emergency as determined by the Library and union represented staff who had been scheduled to work during that time period are granted paid excused time by the Library, in such a case any Essential Services Personnel staff who are required to work during that same time period pursuant to this Agreement shall receive the equivalent amount of paid excused time in addition to any other compensation that they shall receive under this Agreement and such paid excused time shall reflect the number of hours they would regularly work during that workday.
8. In the event an employee covered under this Agreement is recalled to work while *she/he is on scheduled annual leave for that workday*, the employee shall have their annual leave time restored for that workday, and he/she shall receive all other applicable compensation as provided for within this Agreement. Additionally, the Library and the Union agree that an employee who is on scheduled annual leave *shall only* be subject to recall under this Agreement if he/she is available *and* provided that he/she agrees to such a recall.
9. In the event that an employee covered under this Agreement is recalled to work *on a regularly scheduled day off*, in such an event the employee shall be subject to recall and he/she shall be subject to all of the terms and conditions of this Agreement *except for* those included within Section 8, hereinabove, which pertains only to situations where an employee is on scheduled annual leave.
10. Employees who are designated as Essential Services Personnel and who are required to report to work under this Agreement are expected to report to work on time as directed. Employees who anticipate delays in reaching their assigned location must allow for extra travel time during an inclement weather related or other emergency. Lateness due to circumstances which are reasonably out of an employee's control shall be excused. A request for excusal shall not be unreasonably denied by the Library. If lateness is not excused, annual leave or compensatory time must be used to cover such lateness. In the event that an employee does not have sufficient accrued annual leave or compensatory time to cover such unexcused lateness, the Library will advance annual leave time to cover such unexcused lateness.
11. Employees who are designated as Essential Services Personnel and who cannot remain at or report to work as required must notify their Department Head or her/his authorized designee as soon as possible. In the event an employee is unwilling and/or unable to work as required under this Agreement, and such absence from work is not excused, he/she shall be required to use accrued annual leave or compensatory time to cover any

such unexcused absence. In the event that an employee does not have sufficient accrued annual leave or compensatory time to cover such unexcused absence, the Library will advance annual leave time to cover such unexcused absence. Additionally, in the case of an unexcused absence, an employee covered under this Agreement shall not receive or accrue any paid excused time which is otherwise provided to Library personnel on the workday(s) at issue as referenced in Section 7 of this Agreement, herein.

12. Employees who are designated as Essential Services Personnel may be excused from performing required emergency duty under this Agreement by their Department Head, in consultation with the Chief Operating Officer, for the following reasons:
  - a. An employee has a compelling personal circumstance that prohibits the employee's ability to report for duty or which necessitates his/her departure from work (including, but not limited to, childcare or eldercare needs);
  - b. An employee or an immediate family member has a documented pre-existing medical condition that may increase the risk of serious injury or death for the employee or the employee's family member;
  - c. Travel conditions between the employee's residence and the assigned work location are unsafe, and the Library is not able to provide the employee with safe alternative transportation, such as a Library-sponsored carpool;
  - d. Local, State or Federal authorities have prohibited travel on public transportation and/or on any applicable sidewalks, roads and/or highways.
13. Designated Essential Services Personnel who are required to remain at work and/or to report to work during an inclement weather related or other emergency situation but who refuse to do so for reasons other than those deemed acceptable under this Policy may be subject to disciplinary action.
14. In the event there is a dispute as to the Library's determination that an absence is unexcused under this Agreement, upon the Library's receipt of written notice from the Union, the Library and the Union agree to meet and confer in a timely manner in a good faith effort to amicably resolve any such dispute. In the event that any such attempt at informal dispute resolution is unsuccessful, the Union and/or the aggrieved employee covered under this Agreement may institute a grievance at the Step III stage, with such grievance to be filed within five (5) working days from the date of the unsuccessful dispute resolution conference.

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

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

Sincerely,

By: 

Date: 9/5/17

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

By: 

Date: 8/22/17

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

By: 

Date: 8/29/17

**John Hyslop, President**  
**Queens Library Guild**  
**Local 1321, District Council 37**  
**AFSCME, AFL-CIO**

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