

The Queens Borough  
Public Library

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Jamaica, NY 11437  
718 990-0791

Office of the  
Director

November 18, 2004

David Paskin  
Assistant Director , Research & Negotiations  
District Council 37  
AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

and

John Socha  
President  
Queens Borough Library Guild  
Local 1321, D.C. 37, AFSCME, AFL-CIO  
125 Barclay Street  
New York, New York 10007

Thomas W. Galante  
*Interim Director*

Re: 2% General Wage Increase

Dear Messrs. Paskin and Socha:

I refer you to the collective bargaining agreement for the period October 1, 1996 through September 30, 1999 and any and all extensions ("the Agreement") between the Queens Borough Public Library ("the Library") and the District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO and its affiliated Local 1321 (also known as the Queens Library Guild), District Council 37, AFSCME, AFL-CIO (collectively, "the union"). It is further agreed as follows:

Notwithstanding the provisions of the Article XV, Section 1 of the Agreement, this side-letter is an alternative to the implementation of the contract modifications of the Memorandum of Economic Agreement (the "MEA") negotiated between the City of New York and the union for the period July 1, 2002 to June 30, 2005. The Library and Local 1321 agree to the following to support the 2% general wage increase:

1. For new hires appointed on or after July 1, 2004, the hiring rate may be 15% lower than the incumbent rate, except as provided for in city-wide pay orders. After two years of service, employees will earn the incumbent rate.

2. Employees hired on or after July 1, 2004, will earn Annual leave as follows:

<u>Years of Service</u>	<u>Annual Leave Accrual</u>
1-4	15
Beginning with 5 <sup>th</sup> year	16
“ 6	17
“ 7	18
“ 8	19
“ 9	20
“ 10	21
“ 11	22
“ 12	23
“ 13	24
“ 14-16	25
“ 17+	27

3. Employees hired on or after July 1, 2004 will cash out their sick leave on the basis of one (1) day of terminal leave for each of three days of accumulated sick leave upon separation from employment after ten (10) years of service.
4. Effective July 1, 2004, employees hired on or after July 1, 2004 will accrue sick leave at a rate of 10 days per year for the first five (5) years of employment.
5. All employees shall be eligible to use three (3) days of sick leave to care for an ill family member.
6. All employees shall use approved sick leave in units of one (1) hour or more.
7. All employees shall use approved annual leave time in units of one (1) hour.
8. All compensatory time, including compensatory time earned for mechanical breakdowns, for all employees, earned pursuant to the Collective Bargaining Agreement and side-letters between Local 1321 and the Library shall be accrued and used within a period not to exceed four (4) months following the earning of such compensatory time.
9. Lincoln’s Birthday and Election Day holidays shall be scheduled as floating holidays. Employees who are in active pay status on the day before the holiday shall receive the floating holiday(s).



# Queens Library

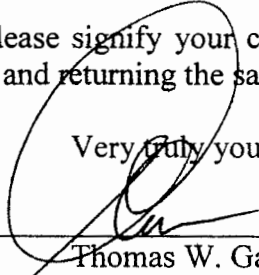
Effective July 1, 2004, if an employee fails to use the holiday(s) by April 30, he or she will forfeit their right to the holiday(s), unless the Library calls upon the employee in writing to not take the floating holiday(s) by April 30. Then, the employee shall have four (4) additional months to use the floating holiday(s). Use of the floating holiday(s) will not be unreasonably denied by the Library.

10. The Union and the Library agree in principle to a flexible work schedule program and will actively negotiate the details in good faith during current bargaining for a working conditions collective bargaining agreement with Local 1321, which shall be subject to ratification by the union membership and the Library's Board of Trustees.

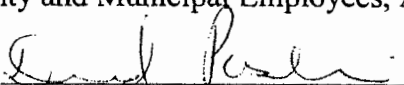
11. All of the aforementioned terms are effective immediately and shall be incorporated into the working conditions collective bargaining agreement with Local 1321 that is actively being negotiated.

If the foregoing meets your understanding, please signify your concurrence by signing two of the enclosed copies of the letter and returning the same to us.

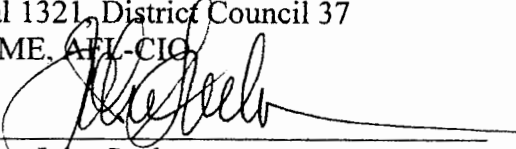
Very truly yours,

  
\_\_\_\_\_  
Thomas W. Galante  
Interim Director

District Council 37  
American Federation of State  
County and Municipal Employees, AFL-CIO

By:   
\_\_\_\_\_  
David Paskin  
Assistant Director  
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By:   
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John Socha  
President

