



Bridget Quinn-Carey
Interim President & Chief Executive Officer

March 11, 2016

David Paskin
Associate 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: Frontloading Annual Leave for Union-Represented Employees

Dear Mr. Paskin and Mr. Hyslop:

I refer you to the Collective Bargaining Agreement for the period of October 1, 1999 through December 31, 2014 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 share a common and compelling interest in jointly supporting the positive morale and well-being of all Library employees; and

WHEREAS, the Library and the Union have cooperatively identified certain changes to the accrual and use of Annual Leave to support the positive morale and well-being of union-represented Library employees;

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

- 1.) *Article IV, Section 3* (Annual Leave) and the corresponding *Schedule H* (Annual Leave and Sick Leave Accrual Charts) of the Collective Bargaining Agreement are hereby amended so that starting on July 1, 2016, and at the start of each subsequent fiscal year (each July 1st) thereafter, all union-represented employees shall have their entire Annual Leave accruals for each fiscal year "*front-loaded*," so that these employees have their entire Annual Leave accruals for each respective fiscal year immediately available for use as of each July 1st. Notwithstanding this *front-loading* provision, upon any union-represented employee's separation from employment, that employee's accrual balance will be adjusted so that any applicable payout of unused Annual Leave will be based only upon Annual Leave actually accrued as of the separation date.
- 2.) The annual leave year shall remain unchanged, and shall run from each July 1st through June 30th. Nothing contained within this Side Letter Agreement shall serve to curtail the Library's management rights and discretion in approving and scheduling Annual Leave consistent with the Library's staffing and public service needs.
- 3.) Union-represented employees shall continue to be allowed to carry over up to ten (10) days of unused Annual Leave into the following annual leave year.
- 4.) Unused Annual Leave in excess of ten (10) days shall be converted to Sick Leave in accordance with the Library's Leave Policies. However, under extraordinary circumstances, an employee may submit a written request to the Library's Chief Operating Officer ("COO") for authorization to carry over additional Annual Leave in excess of the ten (10) day maximum. Approval of such requests will be at the sole discretion of the Library.

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 any renewal, extension or renegotiation of the Collective Bargaining Agreement.

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: _____

Bridget Quinn-Carey
Interim President & Chief Executive Officer
Queens Borough Public Library

Date: _____

3/11/16

By: David Paskin

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

Date: 3/15/16

By: John Hyslop

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

Date: 3/11/16