

ADDENDUM TO DONATED SICK LEAVE PROGRAM
SIDE LETTER AGREEMENT

This Addendum to the Queens Library's Donated Sick Leave Program Side Letter Agreement ("Addendum") is entered into by and between Local 1321 and District Council 37, AFSCME, AFL-CIO, located at 125 Barclay Street, New York, New York 10007 (collectively, the "Union"), and the Queens Borough Public Library, located at 89-11 Merrick Boulevard, Jamaica, New York 11432, which, together with its past, present and future subsidiaries, affiliates, successors and assigns, is referred to herein as the "Library."

WHEREAS, the Library and the Union negotiated and entered into a Side Letter Agreement on May 29, 2015, which created a Donated Sick Leave Program for Library employees; and

WHEREAS, the Library and the Union created this Donated Sick Leave Program in recognition that the purpose and spirit underlying the Program was a good faith desire to provide Library employees with donated paid sick leave in the event that an eligible employee experiences a severe and/or catastrophic illness or injury; and

WHEREAS, the May 29, 2015 Side Letter Agreement specifically provided for the Library and the Union to meet on an annual basis after the signing of the Agreement in order to review the progress of the Donated Sick Leave Program and to consider whether the Program should be modified in order to more fully support its purpose; and


WHEREAS, the Library and the Union have met to discuss the first year of the Donated Sick Leave Program, and have jointly identified certain modifications which should be implemented.

NOW, THEREFORE, the parties agree as follows:


1. The May 29, 2015 Side Letter Agreement shall be amended as follows:
 - a. **Paragraph 2** of the "*Criteria for Recipient Eligibility*" Section shall be amended to read as follows: "(2). An employee's illness or injury must not be job-related."
 - b. **Paragraph 6** of the "*Criteria for Recipient Eligibility*" Section shall be deleted in its entirety.
 - c. **Paragraph 2** of the "*Criteria for Donor Eligibility*" Section shall be amended to read as follows: "(2). Each day of sick leave donated under this Program will be disbursed on a straight 1:1 ratio in accordance with the number of hours the donating employee regularly works in a normally scheduled workday, (7) hours or (8) hours per workday. Each day of annual leave donated under this program will be disbursed on a straight 1:1 ratio;

corresponding to the number of hours the donating employee regularly works in a normally scheduled workday, (7) hours or (8) hours per workday.

- d. **Paragraph 5** of the **“Program Requirements”** Section shall be amended to read as follows: “(5). Each day of donated sick leave will be debited from the donor’s accrued sick leave balance as one (1) full workday; and each day of donated sick leave will be credited to a recipient employee or to the Donated Sick Leave Bank as one (1) full workday.”
2. All of the aforementioned terms and conditions shall be effective immediately upon the execution of this Addendum by all of the parties, and this Addendum shall be specifically incorporated by reference into any renewal, extension or renegotiation of the Collective Bargaining Agreement between the Library and the Union.
3. This Addendum may be executed in counterparts by electronic means (including scanning, photocopying and facsimile), all of which taken together shall constitute an instrument enforceable and binding upon the parties. In addition, the use of scanned or facsimile signatures for the execution of this Addendum shall be legal and binding and shall have the same force and effect as if originally signed.

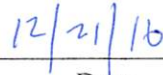
By: 
Dennis M. Walcott, President & CEO
Queens Borough Public Library


Date

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


Date

By: 
Moira Dolan, Sr. Assistant Director
Research & Negotiations
District Council 37
AFSCME, AFL-CIO


Date