

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: Incorporating the Supervisor City Classification and the
Associate Investigator I & II City Classification into the Bargaining Unit

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 ("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 intends to upgrade the Field Services Manager position within the Investigations & Security Department, and to create a Senior Building Manager position within the Facilities & Environmental Services Department; and

WHEREAS, the Library and the Union also understand that the City of New York is phasing out the Senior Investigator City Classification and that this classification will be replaced by an Associate Investigator I and II City Classification.

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

1. The Library and the Union agree to include and incorporate the Supervisor City Classification (DCAS Code No. 91310) into the bargaining Unit (Unit 2 – Professional, Clerical and Custodial), effective as of the date this Agreement has been fully executed. The incorporation of this City Classification into the bargaining unit shall also specifically include the Library's adoption of the applicable Step Pay Plan associated with this Classification. Additionally, the Library shall adopt any and all applicable "*additions-to-gross*" that are associated with this Classification and incorporated into the NYC Office of Labor Relations' ("OLR") pay order(s) for this Classification, including, but not limited to, any applicable *recurring increment payments* ("RIP"), and any applicable *longevity differentials* such as service-in-occupational-group ("SOG") and service-in-title ("SIT") payments.
2. By including the Supervisor City Classification into the bargaining unit, the Union expressly acknowledges and agrees that the Library shall retain the right and sole management discretion to create, adopt and/or amend *in-house* job titles as well as to create, adopt and/or amend written job descriptions for any union-represented position(s) which the Library designates utilizing this City Classification. Moreover, the Union further agrees that the Library shall not be required to adopt any specific duties, responsibilities and/or job description(s) promulgated by the City of New York for this City Classification.
3. The Library and the Union further agree to include and incorporate the Associate Investigator I and II City Classification into the bargaining unit (Unit 2 – Professional Clerical and Custodial), effective as of the date this Agreement has been fully executed. The incorporation of this City Classification into the bargaining unit shall also specifically include the Library's adoption of any applicable Step Pay Plan associated with this Classification. Additionally, the Library shall adopt any and all applicable "*additions-to-gross*" that are associated with this Classification and incorporated into the NYC Office of Labor Relations' ("OLR") pay order(s) for this Classification, including, but not limited to, any applicable *recurring increment payments* ("RIP"), and any applicable *longevity differentials* such as service-in-occupational-group ("SOG") and service-in-title ("SIT") payments.
4. By including the Associate Investigator I and II City Classification into the bargaining unit, the Union expressly acknowledges and agrees that the Library shall retain the right and sole management discretion to create, adopt and/or amend *in-house* job titles, as well as to create, adopt and/or amend written job descriptions for any union-represented position(s) which the Library designates utilizing this City Classification. Moreover, the Union further agrees that the Library shall not be required to adopt any specific duties,

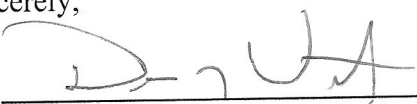
responsibilities and/or job description(s) promulgated by the City of New York for this City Classification.

5. The Union and the Library agree that nothing contained within this Agreement shall serve to curtail or to modify in any way any of the Library's management rights as contained within Article III of the Collective Bargaining Agreement. This includes, but is not limited to, the Library's sole right to determine the appropriateness of a title assigned to a class of positions or the appropriateness of the Occupational Group to which a class of positions is assigned (CBA, Art. III, Sec. 3).

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.

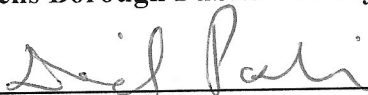
If the foregoing comports with your understanding, please signify your full agreement and concurrence by signing all of the enclosed originals of this letter, and returning the same to us.

Sincerely,

By: 

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

Date: 9/5/17.

By: 

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

Date: 8/22/17

By: 

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

Date: 8/29/17

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