



April 2, 2018

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 certain City Classifications into the Bargaining Unit and Related Matters

Dear Mr. Paskin and Mr. Hyslop:

I refer you to the Collective Bargaining Agreement for the period of January 1, 2015 to December 31, 2020 (hereinafter, “the current 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 Union and the Library have jointly examined the City Classifications of certain previously non-represented employees who were amicably incorporated into the Bargaining Unit effective March 23, 2017, pursuant to the current Collective Bargaining Agreement; and

WHEREAS, the Library and the Union wish to amicably and collaboratively address certain other matters arising out of the adoption and implementation of the current Collective Bargaining Agreement;

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

1. The Library and the Union agree to include and incorporate certain City Classifications into the Bargaining Unit (Unit 2 – Professional, Clerical and Custodial) effective as of the date this Agreement has been fully executed. Subject to the terms and conditions contained within this Agreement, the incorporation of these City Classifications into the bargaining unit shall also specifically include the Library’s adoption of the applicable Step Pay Plan associated with each City Classification. Additionally, the Library shall adopt any and all applicable “*additions-to-gross*” (also known as “longevities”) that are associated with these City Classifications and incorporated into the City of New York Office of Labor Relations’ (“OLR”) pay orders for these City Classifications, 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, provided that the effective start-date and/or service-date for any and all applicable RIPs, SITs and/or SOGs *shall be 3/23/17* for all employees brought into the bargaining unit pursuant to and in conjunction with the execution of the current Collective Bargaining Agreement who *do not* have any prior service within the bargaining unit, including those employees who specifically fall under the scope of this Agreement. The Library and the Union further agree that with respect to any employee brought into the bargaining unit in conjunction with the execution of the current Collective Bargaining Agreement who has previously served in a union-represented capacity, his/her prior service in a *union-represented capacity* shall be credited and considered for purposes of his/her current and ongoing eligibility for longevity differentials as applicable and as governed by negotiation between the OLR and DC37 with respect to each such DC37-represented City Classification.
2. Accordingly, and pursuant to the amicable and collaborative negotiations conducted by and between the Library and the Union, the following City Classifications (which also specifically adopt, include and incorporate any corresponding levels, such as, I, II, III, etc.) are hereby incorporated into the Bargaining Unit:
 - Accountant;
 - Assistant Accountant;
 - Associate Bookkeeper;
 - Associate Investigator;
 - Bookkeeper;

- Certified Applications Developer;
 - Certified IT Developer (Applications);
 - Certified IT Administrator (LAN/WAN);
 - Clerical Associate;
 - Computer Specialist (Operations);
 - Computer Specialist (Software);
 - Computer Systems Manager;
 - Customer Information Representative;
 - Manager; and
 - Media Services Technician
3. By incorporating the above City Classifications 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 positions which the Library designates utilizing these City Classifications. Moreover, the Union further agrees that the Library shall not be required to adopt any specific duties, responsibilities and/or job descriptions promulgated by the City of New York for these City Classifications.
4. The Library and the Union further agree that for purposes of determining eligibility for and implementing *DC37-negotiated* wage increases and longevity differentials, the following incorporated City Classifications will adopt and utilize any applicable wage increases, as well as any longevity differentials, negotiated between the City of New York and District Council 37 in the following manner:
- i. Professional Administrative Associate shall be equated to the Clerical Associate City Classification;
 - ii. Administrative Accountant shall be equated to the Accountant City Classification;
 - iii. Audio-Visual Technician shall be equated to the Computer Service Technician City Classification;
 - iv. Media Services Technician shall be equated to the Computer Service Technician City Classification;
 - v. Purchasing Agent shall be equated to the Clerical Associate City Classification;
 - vi. Computer Systems Manager shall be equated to the Certified IT Administrator (LAN/WAN) City Classification; and
 - vii. Computer Associate (Tech) shall be equated to the Computer Associate (Software) City Classification; and

5. In conjunction with the incorporation of the above-referenced City Classifications into the Bargaining Unit, the Library and the Union recognize and acknowledge *that some of* the represented employees whose City Classifications will be changing and/or upgraded pursuant to this Agreement will need to have their annual salary increased to ensure that their annual compensation is, *at a minimum*, comparable to the Library's applicable "**hiring salary**" for each of these City Classifications. For clarification purposes, the Union and the Library mutually understand and agree that *the Library's "hiring salary"* for each of the City Classifications incorporated into the Bargaining Unit as detailed hereinabove *shall be* the mid-point between the OLR's currently established "*Hiring Rate*," and its currently established "*Minimum Incumbent Rate*," as contained within OLR's established *pay orders* for each of these respective City Classifications. The parties further agree that, to the extent that any represented employee's annual salary will be increasing *pursuant to Section 5* of this Agreement, *any such increase shall be retroactive to February 1, 2018*.
6. Additionally, the parties further agree that with respect to those employees who were previously incorporated into the bargaining unit under the current Collective Bargaining Agreement and whose City Classification is not changing under this Agreement (the Union and the Library agree that these employees' City Classifications are correct), but whose annual salaries *are currently below* the Minimum Incumbent Rate established pursuant to the applicable OLR pay orders, these employees shall receive the Minimum Incumbent Rate *retroactive to March 23, 2017*. The City Classifications impacted by *Section 6* of this Agreement shall include, but are not limited to: Technical Support Aide; Principal Administrative Associate; and Purchasing Agent.
7. Moreover, for all represented employees whose City Classifications and/or whose annual compensation will be changed and/or upgraded under this Agreement, the Library agrees to provide the Union with a copy of the corresponding "Employee Profile Form" ("EPF form") for each of these individuals so that the Union can confirm that each represented employee has had his/her City Classification *correctly changed* and/or upgraded as agreed, and that for those employees whose annual salaries are being increased pursuant to this process, to confirm that their annual salaries have been correctly modified as agreed. In the event that the Union has any concerns or objections with respect to the data contained within any employee's EPF form, the Library and the Union will cooperate in good faith to address any such concerns. Moreover, the Union shall be authorized to review each impacted employee's corresponding EPF form with him/her in a discrete and confidential manner. As a prerequisite to the Library sharing these EPF forms to the Union pursuant to this Agreement, *the Union specifically agrees that it shall hold and maintain these EPF forms in strict confidence*, and that upon confirming that each individual covered under

this Agreement has had his/her City Classification and/or annual compensation correctly modified, the Union shall then return all of these EPF forms back to the Library.

8. The Library and the Union further agree that for all of those employees who have been brought into the Bargaining Unit pursuant to the current Collective Bargaining Agreement who are not eligible to receive a salary increase under this Agreement, those represented employees shall receive a .075% wage increase, retroactive to July 1, 2017 and covering the time period through September 2, 2017, which reflects a *pro-rata* incorporation of the final annual wage increase previously negotiated and agreed to by and between the City of New York and District Council 37. Additionally, for certain represented employees whose current City Classifications *are being discontinued* by the City of New York (including, but not limited to, Associate Graphic Artist and Senior Investigator), these individuals shall also receive this .075% wage increase, retroactive to July 1, 2017 and covering the time period through September 2, 2017.

9. The Library and the Union further agree *that for* all of those employees who have specifically been brought into the Bargaining Unit pursuant to the current Collective Bargaining Unit, *and who* were actively employed with the Library as of March 23, 2017, no such employee shall experience a reduced rate of Annual Leave accrual as a result of joining the Union. Accordingly, upon joining the Bargaining Unit as of March 23, 2017, if an employee was earning less than the maximum accrual provided for in the current Collective Bargaining Agreement, but more than the contractual schedule for Annual Leave accruals (as contained within Schedule C, "Annual Leave Accrual Rates") based on his/her corresponding years of service, in such case the employee's Annual Leave accrual rate *shall remain unchanged*. However, once any such employee would otherwise become eligible for an increased Annual Leave accrual rate based on his/her years of service pursuant to Schedule C, in such event the employee's Annual Leave accrual rate will be adjusted and increased accordingly. Notwithstanding the foregoing, the Union specifically acknowledges and agrees that all individuals within the bargaining unit who are hired after the effective date of the current Collective Bargaining Agreement (March 23, 2017) shall accrue Annual Leave in accordance with the current rates established in the current Collective Bargaining Agreement as contained within Schedule C.

10. The Library and the Union further agree that *Article IV, Section 7(b) and 7(c)*, respectively, of the current Collective Bargaining Agreement shall be modified so that the one (1) year "grace period" (as provided for, therein, and pertaining to all job titles which entered into the Bargaining Unit effective March 23, 2017 and which are "exempt" from overtime pay under the federal Fair Labor Standards Act ("FLSA")) *shall be extended* for an additional period of twelve (12) months, *through March 23, 2019*. Additionally, the

Union and the Library agree that any paid time off (compensatory time) earned during either the initial grace period, or during this twelve (12) month extension, *will not* be subject to the four (4) month usage requirement contained within *Article IV, Section 18* of the current Collective Bargaining Agreement even after the expiration of the grace period's extension, but that any compensatory time earned by FLSA exempt represented employees *after the* expiration of the twelve (12) month extension of this grace period *shall be* subject to the four-month usage requirement contained within *Article IV, Section 18*.


11. The Library and the Union further agree that, with respect to those employees who entered into the Bargaining Unit effective as of March 23, 2017 pursuant to the current Collective Bargaining Agreement, to the extent that any or all of those previously non-represented employees had previously received certain specific, employer-paid, supplemental fringe benefits applicable to non-represented employees (specifically, Supplemental Life Insurance coverage ("SLI") and Long Term Disability Insurance coverage ("LTD") provided by Principal Life), these supplemental fringe benefits will end, effective as of the date this Agreement is fully-executed by the parties. Additionally, the Library agrees that with respect to each employee who was employed by the Library and *newly incorporated into* the Bargaining Unit pursuant to the current Collective Bargaining Agreement (effective March 23, 2017), the Library will make *a one-time, lump sum payment in the gross amount of Five Hundred Dollars (\$500.00)*, less applicable required withholdings and deductions. The Library and the Union agree that the Library shall endeavor in good faith to make these one-time payments *within two (2) pay periods* after the execution of this Agreement. The parties further agree that any represented employee *hired after* March 23, 2017 shall not be eligible to participate in, and shall not receive, this one-time payment.

12. The Union and the Library reiterate and 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.

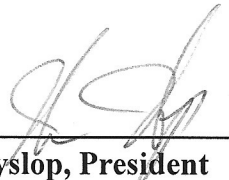
Sincerely,

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

Date: 4/11/18

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

Date: 4/5/18

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

Date: 4/5/18

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