

SIGNED  
ORIGINAL

A COLLECTIVE  
AGREEMENT  
ENTERED INTO BY AND BETWEEN  
THE NEW YORK ZOOLOGICAL SOCIETY  
AND  
DISTRICT COUNCIL 37  
AND ITS CHAPTER UNIT  
LOCATED WITHIN CENTRAL PARK  
AFFILIATED WITH LOCAL 1501  
OF THE  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES, AFL-CIO

JANUARY 1, 1997 - 12/31/99

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AGREEMENT

AGREEMENT entered into by and between the New York Zoological Society, a corporation organized under the laws of the State of New York, hereinafter called the "Society", and District Council 37 and its Chapter Unit located within Central Park affiliated with Local 1501 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called the "Union". (January 1, 1997 to December 31, 1999)

WITNESSETH:

WHEREAS, the parties desired to enter into a collective bargaining agreement relating to terms and conditions of the employment of certain employees employed at the Central Park Wildlife Center, a zoo operated by the Society for New York City.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I  
BARGAINING UNIT

The Bargaining Unit for which the Employer recognizes the Union as the exclusive collective bargaining agent includes all employees employed by the Society to work at the Central Park Wildlife Center in Manhattan on a full time basis in any of the following titles:

Zoological Park Attendant  
Assistant Zoological Park Maintainer  
Zoological Park Maintainer  
Supervising Zoological Park Maintainer  
Wild Animal Keeper  
Senior Wild Animal Keeper

ARTICLE II  
RECOGNITION

A. The Society recognizes the Union during the term of this Agreement as the representative of those employees who are in the Bargaining Unit.

B. The Society agrees that during the term of this Agreement, it will not recognize any other Union as the representative of any of its employees constituting the Bargaining Unit unless required to do so by law. Nothing in this Agreement shall be construed as requiring any employee to join the Union. The right of any employee to join any Union of his choice or to refrain from joining any Union is recognized by the parties to this Agreement.

C. The Society shall not interfere with the right of any Bargaining Unit employee to become a member of the Union, if he so desires; and the Society shall not discriminate against, interfere with, or coerce any Bargaining Unit employee because of his membership in the Union.

D. Neither the Union nor its members shall intimidate, interfere with, or coerce any person employed by the Society in any capacity. No Union business, including, among other things, collection of penalties or assessments, solicitation of members or drives for membership, shall be carried on during working hours, nor shall any Union meetings be held on the premises of the Central Park Wildlife Center.

E. Nothing herein shall be construed to preclude or restrict the right of each person in the Society's employ, whether a member of the Union or not, to deal directly with the Society, or the right of the Society to deal directly with any such person on any matter relating to terms and conditions of employment or otherwise.

F. The Society and the Union agree that neither shall discriminate in applying the provisions of this Agreement because of race, color, national origin, religious creed, sex, veteran's status, physical handicap, marital status, or age as defined by the Federal and New York State statutes, and sexual orientation as defined by the Mayoral Executive Order, where the individual has the ability to perform the functions of the job.

Section F is subject to the grievance procedure, up to but excluding arbitration.

### ARTICLE III MANAGEMENT FUNCTIONS

A. The Society shall have the sole right to direct and control any and all persons employed by it, including the exclusive right to hire, transfer, promote, demote, suspend or discharge any such person for any cause which in the judgment of the Society may affect the efficiency of its operations, and the Society's decision in such matters shall not be subject to contest or review by the Union or any member thereof, except under the grievance procedure set forth in Article XX hereof.

B. The Society may from time to time make such rules and regulations as it may deem necessary and proper for the conduct of its operations, provided that the same are not contrary to any of the express provisions of this Agreement. Union members shall observe such rules and regulations.

ARTICLE IV  
WAGES AND HOURS

A. The normal work week for employees shall be of forty (40) hours. The provisions of the Alternate Career & Salary Plan of the City of New York shall control the job classifications of employees in the bargaining unit.

B. Negotiated salary increases shall be provided Bargaining Unit employees as a result of tripartite negotiations among the City, Union and Society. Wages for employees in the Bargaining Unit shall be paid every second Friday for the previous two week period.

Shift Differential: Subject to the conditions hereinafter specified, a shift differential for work scheduled to be performed between the hours of 6:00 P.M. and 8:00 A.M. shall be paid to Bargaining Unit employees who perform same except to any such employees (a) who perform such work during not more than one hour between 6:00 P.M. and 8:00 A.M.; or (b) who perform such work while on overtime (as defined in Article V).

The shift differential shall be at such rate(s) or in such amount(s) as from time to time during the term of this Agreement shall have been approved by the City of New York, not exceeding, however, the rate(s) or amount(s) which are capable of being paid solely from funds actually received by the Society from the City for the designated purpose of covering the shift differential. Unless and until funds for said purpose are so received by the Society from the City, no shift differential shall be payable hereunder; it being agreed, however, that the Society shall submit quarterly to the City vouchers for payment of shift differential for City reimbursed employees.

Vehicle Differential: Subject to the conditions hereinafter provided, a vehicle differential for the operation of a vehicle having a maximum gross weight of 18,000 pounds or more when loaded, or for the operation of a boom truck, back-hoe, packer-loader (garbage truck), or bulldozer, shall be paid to Motor Vehicle Operators who operate any of the same, except to any employee (a) who operates same during less than four (4) hours in any single day; or (b) who operates same on day when another employee already has operated same for at least four (4) hours and has been paid or is entitled to be paid a vehicle differential therefore; or (c) who operates same while on overtime (as defined in Article V); or (d) who operates same while undergoing training to do so.

The vehicle differential shall be at such rate(s) or in such amount(s) as from time to time during the term of this Agreement shall have been approved by the City of New York not exceeding, however, the rate(s) or amount(s) which are capable of being paid

solely from funds actually received by the Society from the City for the designated purpose of covering the vehicle differential. Unless and until funds for said purpose are so received by the Society from the City, no vehicle differential shall be payable hereunder.

The Society shall deduct from the wages of an employee who submits to the Society Personnel Office a written, personally signed authorization for the monthly Union dues (if the employee is a member of the Union), or the monthly service charge (if the employee is not a member of the Union), as provided in such authorization, and the Society shall remit the same to the Union not later than the 15th day of each month following such a deduction. The authorization for this deduction will be accepted by the Society only if submitted on the official Authorization for Payroll Deductions card and in the words and form set forth on Exhibit A annexed. All check-off authorization cards shall be dated as of the day of submission to the Society. During the effective term of this Agreement (including any renewals thereof), such authorization of deductions of dues or service charge shall be deemed automatically renewed upon the anniversary date of this Agreement, unless the employee submits to the Society a written notice of revocation of such authorization not less than twenty (20) work days before such anniversary date.

Upon becoming an employee as defined by this Agreement, the employee shall decide to: (a) join the Union and pay the appropriate periodic dues required as a condition of membership in the Union; or (b) decline to join the Union but pay to the Union a contract consideration fee equivalent to the appropriate periodic dues required of Union members.

Enforcement: The parties recognize that the failure of any member of the Bargaining Unit to comply with the provisions of this section shall be deemed just and reasonable cause for the termination of such individual's employment. The procedure that is to be followed in the event of a violation by the employee of the requirements of this section shall be as follows:

The Union shall notify the affected individual of non-compliance with the terms of this section by certified mail, return receipt requested. A copy will be sent to the Society. Said notice shall state the fact of non-compliance, shall quote the relevant provisions of this Section, and shall advise such individual that failure to effect compliance within thirty (30) calendar days shall result in the termination of such individual's employment.

In the event that such a member of the Bargaining Unit fails to comply with the provisions of this Section within such thirty (30) day period, the Society shall, upon written notification by

the Union to the Society of such non-compliance, forthwith terminate the individual's employment. The Society forthwith shall notify the individual by certified mail, return receipt requested, directed to the individual's last known address according to the Society's official records.

It is agreed that the Society shall have no obligation or liability, financial or otherwise, other than set forth herein, arising out of the understanding set forth in this Section. It is further agreed that the Union agrees to and does hereby indemnify, defend and save the Society harmless from and against any and all claims arising out of its deduction and remittance of membership dues and fees or arising from or related to any action taken by the Society in reliance upon information furnished to the Society by the Union for the purpose of complying with any of the provisions of this Section.

All checks issued to employees shall continue to itemize each element of premium pay and each wage deduction.

#### ARTICLE V WORK WEEK

The normal work week of employees in the Bargaining Unit shall consist of five consecutive days during a seven day week. For overtime computation purposes, in such work week the employee's first scheduled regular day off shall be considered the sixth day of his work week and his second regular day off shall be considered the seventh day of his work week. The schedule of regular days off for any employee may be changed twice a year by the Society, without incurring overtime compensation, provided that advance notice of two weeks or more shall be given to the affected employee before each such change.

Each July 1 will be appointed as a day to review the permitted, twice a year changes in days off that occurred during the period subsequent to eighteen months and prior to six months before said day of reckoning. An employee will be awarded an additional day's pay if, during that time, he worked more than five days between regular days off without a prior or subsequent change where he worked less than five days between regular days off. In the event that an employee during this period worked less than five days between regular days off without a prior or subsequent change where he worked more than five days between regular days off, he may in the future have his days off changed without incurring additional compensation under this Section or if the employee should retire or terminate, the Society shall deduct a day's pay from his annual or equivalent leave time.

The Society further agrees that no employee shall be scheduled to work with less than eight (8) hours off between regular scheduled shifts.

Overtime compensation at the rate of one and one-half times the hourly rate of pay shall be paid by the Society for all work required by it to be performed in excess of eight (8) hours in a calendar day or in excess of 40 straight time hours in a work week. Overtime hours paid for on a daily basis shall not be included in the compensation of hours for overtime on a weekly basis.

Notwithstanding any other provisions of this Article V, employees regularly assigned to relieve other employees for vacation purposes may be required to take the same regular days off as the employees relieved, without payment of overtime.

The collection of animals for the Central Park Wildlife Center shall be regarded as regular activity. All time spent collecting animals for the Zoo beyond the regular work day shall not be compensable, but all time spent driving or repairing or maintaining equipment shall be compensable at regular and overtime rates. The parties agree that in connection with such collection activities at the Central Park Wildlife Center it shall be voluntary with the employee whether or not he will go on a collecting trip.

Employees called in from home to work overtime and who perform such overtime work as is required of them shall receive overtime compensation for not less than four (4) hours.

Subject to all foregoing provisions, employees shall work overtime at such times and for such periods as may be reasonably required by their supervisors.

Employees who are detained at work for overtime purposes and who perform such overtime work as is required of them shall receive overtime compensation for not less than one hour.

Any overtime work necessary in connection with preparations for the Annual Meeting or Garden Party of the Society, or for the opening of exhibits, but not otherwise, shall be offered, in the order of departmental seniority in the titles which have traditionally performed such work, but only to employees in said titles who are qualified to perform such work, but only to employees in said titles who are qualified to perform the particular work. If such offers are refused by all qualified employees in said title(s), the Society may require the work to be performed by the qualified employee(s) having the least departmental seniority in said title(s).

Probationary employees shall mean any employee who has less than six months of continuous service.

If an employee in the Bargaining Unit transfers or is transferred to a position not in the Unit and thereafter returns to his former position in the Unit, the period of this transfer shall be considered as leave of absence from his former position and he shall retain his length of service spent in his former Bargaining Unit.

ARTICLE VI  
HOLIDAYS

A. For the Bargaining Unit employees, the following shall be paid holidays, irrespective of the day of the week on which they occur:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Employees in the Bargaining Unit shall receive a 50% cash premium for all normally scheduled hours worked on the holidays listed above, provided, however, that such holiday pay premium shall be payable if, as and when, the Society receives funds from the City of New York covering such payment for employees and designed for such purposes.

B. If the regular day off of any employee shall fall on any such holiday, he shall receive at the option of the Society, either:

1. A substitute day off with pay at a time to be mutually agreed upon by the employee and his supervisor.

-OR-

2. A day's pay for each such holiday.

C. No holiday credit shall be allowed any employee absent for any reason other than his annual vacation or his regular day off.

ARTICLE VII  
ANNUAL LEAVE

A. A combined vacation, personal business and religious holiday leave allowance, known as "annual leave allowance" shall be granted with full pay to employees of the bargaining unit on the following basis:

<u>CATEGORY</u>	<u>MONTHLY ACCRUAL</u>	<u>LEAVE ALLOWANCE</u>
Employees who shall have completed 14 years of service	2 and 1/4 days per full calendar month of service	27 work days (5 weeks & 2 work days)
Employees who shall have completed 8 years of service	2 work days per full calendar month of service and one additional work day at the end of the vacation year	25 work days (5 weeks)
Employees who shall have completed 4 years of service	1 and 2/3 work days per full calendar month of service	20 work days (4 weeks)
All other employees	1 and 1/4 work days per full calendar month of service	15 work days (3 weeks)

Employees shall receive written notice on May 15th of all accrued annual and sick leave balances existing effective April 30; notwithstanding the above, debits to employee annual and sick leave accumulation occurring as a result of leave used while the employee was on Worker's Compensation shall be subsequently reported to the employee. The Society reserves the right to make corrections concerning leave balances reported to the employee. For annual leave computation purposes, years of service and seniority shall include prior Society service.

B. While on annual leave with pay or sick leave with pay, an employee shall continue to earn annual leave credits in accordance with the "monthly accrual" in the foregoing table.

C. Annual leave credits shall be based upon "Vacation Year" beginning May 1. All annual leave allowance standing to an employee's credit on April 30 and not used in the succeeding vacation period shall lapse and not be carried over to the next succeeding year, unless the failure to use such annual leave credit either, (1) is due to the action of the Society requiring the employee to be on duty during the vacation period, or (2) has received the prior approval of the Society.

D. All absences with pay not specifically authorized herein under Articles VIII or IX shall be charged against an employee's annual leave credit or his holiday credit referred to in Article VI, Section B, at the option of the Society.

E. Upon the resignation, retirement or severance of an employee, he shall receive payment for his unused accumulated annual leave.

F. No annual leave credit shall be earned by an employee while on leave without pay.

ARTICLE VIII  
SICK LEAVE

A. Sick leave credit with full pay of one work day per month of service shall be credited to all employees of the bargaining unit and shall be used only for personal illness of the employee. A pregnant employee is eligible to use accumulated sick leave during her pregnancy for illness connected with said pregnancy. No sick leave credit shall be earned by an employee while on leave without pay. Sick leave credit shall be cumulative.

B. Employees who had prior sick leave credit with the Society shall transfer such balances when appointed to the Central Park Wildlife Center. The Society shall certify such balance(s) to affected employees.

C. Employees who have exhausted all earned sick leave and annual leave credits due to personal illness may, at the discretion of the Society, be granted unearned sick leave, chargeable against future sick leave.

D. The position of any employee who shall be unable to resume his duties upon the expiration of his accumulated sick and annual leave may, at the option of the Society, be declared vacant.

E. Nothing herein shall be deemed to affect the right of the Society, at its option, to grant a premature retirement for disability.

F. As a condition of granting sick leave, the Society may require either a certificate from the employee's attending physician or an examination or consultation by a physician selected by it. In the case of protracted illness, additional certificates of examinations may be required. Certificates from attending physicians will not normally be required for absence due to illness for three days or less.

G. Upon the resignation, retirement or severance of an employee (and whether he is then on sick leave or not), he shall

not be entitled to any further sick leave benefits nor to any payment on account of unused sick leave, except as hereinafter provided in respect to computing terminal leave.

H. If an employee who has been laid off is reinstated to a regular position, any unused sick leave balance at the time of his layoff shall be restored to his credit.

I. At the written request of an employee and upon verification, his annual leave shall be changed to sick leave when, during annual leave, the employee is hospitalized. Such sick leave usage may also include a reasonable convalescent period. The decision on a reasonable convalescent period is at the Director's sole discretion and the decision of the Director in the exercise of such a matter of such discretion shall not be subject to the grievance procedure.

ARTICLE IX  
OTHER AUTHORIZED ABSENCES WITH PAY

A. Upon the determination of the Director or his designee that an employee had been physically disabled because of an injury arising out of and in the course of his employment through no fault of his own, the Society will grant the injured employee an extended sick leave with pay not to exceed three months after sick leave and annual leave balances have been exhausted. No such leave with pay shall be granted unless the Workers' Compensation Board advises that the injury is compensable. If an employee is granted extended sick leave with pay pursuant to this section, he shall receive the difference between his weekly salary and his Workers' Compensation rate for the period of time granted. The employee shall, as a condition of receiving these extended benefits, execute an assignment to the Society of the proceeds of any judgement or settlement in any third party action arising from such injury, in the amount of the pay and medical disbursements received, but not to exceed the amount of such proceeds.

B. An employee in the bargaining unit shall be granted leave with pay in the following cases, upon the submission of evidence satisfactory to the Society:

1. When there is a death in the immediate family of the employee there shall be granted three work days, with an addition of up to two work days in those instances where the employee shows to the satisfaction of the Society that additional time is required in relation to the death. The term "immediate family" means spouse, or domestic partner, parent, child, brother, sister, mother-in-law, father-in-law, grandparent, or any relative residing in the employee's household. Notwithstanding the above, it is understood and agreed that provision of such leave time for domestic partners or their relatives described above shall not be provided until registration of domestic partner can be arranged in accordance with a confidential procedure to be established by the parties. Following this establishment of procedures the effective date for granting of such leave shall be announced.
2. For jury duty, less jury fees.
3. For attendance in court under a subpoena or court order, less witness fees.
4. To comply with Health Department regulations with respect to quarantine of his household.
5. To attend any negotiation or conference with the Society or with the Society and any governmental agency as employee representative duly designated by the Union.

ARTICLE X  
AUTHORIZED ABSENCES WITHOUT PAY

A. Other absences required by law shall be granted without pay for employees.

B. An employee who is an officer of the Union or a delegate duly elected by the Union, shall be entitled to leave without pay to attend Union International Conventions and District Council Conferences, provided that the total aggregate number of such leaves in any one year for any one employee shall not exceed five (5) work days.

C. An unpaid leave of absence for the purpose of child care and confinement for a period of up to thirty-six (36) months shall be granted, upon notice of at least 60 days to the Society to either a male or female employee who becomes the parent of a child aged 3 years or younger, commencing after notice in the case of a pregnant employee, and, for other employees, before or after the birth or adoption. If the Society believes that the operation of this Paragraph will be unduly burdensome on the operations of the Society, the Society may at any time during the lifetime of this Agreement request to meet to reopen negotiations concerning the discontinuance or amendment of this combined confinement and child care leave of absence without pay and for this purpose only. Upon return from such leave, an employee shall have the right to the same position, or, if not immediately available, to an equivalent position until the original position is available.

D. Leaves of absence without pay not hereinbefore mentioned may be granted only in exceptional circumstances in the discretion of the Society and after written approval from the Director or his representative.

E. No absences under this Article may be taken by an employee except after three (3) work days' written notice to his Department Head, unless under Section A hereof such notice was impossible.

F. No absences without pay shall be chargeable against annual leave or holiday credit already accumulated.

ARTICLE XI  
RETIREMENT

Each employee who is hired to a bargaining unit position will be eligible to participate in the CIRS and CIGLI. Such membership, upon fulfillment of the Plan's eligibility requirements, will constitute a condition of employment for such employee. In providing the above benefits, the Society will have discharged its liability to each employee and to the Union to provide pension coverage.

ARTICLE XII  
MEDICAL INSURANCE PLANS

The Society has entered into participation in the New York City Health Program as authorized by City Council action. New employees are provided with free coverage for employees and dependents in the basic plan. The Society will provide coverage under the New York City Health Program. The New York City Health Program coverage without extended benefits option replaced the prior existing Group Health Insurance for Bargaining Unit employees provided, however, that if the City at any time withdraws or reduces its financial support of such coverage after the Society has entered into the same under the City-sponsored plan, the Society thereupon would have the right to discontinue such coverage and to revert to insurance comparable to that previously held and at such time the Union shall have the right to renegotiate hospitalization and surgical-medical coverage.

An employee who selects the extended benefits option under the New York City Health Program is obliged to make full payment for the cost of this additional benefit. In no event, however, shall payments by the Society to the New York City Health Program exceed the full cost of the HIP-21 day Blue Cross on a category basis.

The Society and the Union mutually understand and agree that any further increase in hospitalization and/or surgical coverage will occur, if at all, only through expansion of such coverage by the City, the expenses of which shall be borne by the City.

ARTICLE XIII  
SENIORITY IN LAYOFFS AND VACATIONS

A. Seniority for a full time employee shall be computed from the date of continuous service with the Society.

B. In the event of any layoffs of employees due to a reduction in staff, those employees within the particular classification in the bargaining unit who were hired last shall be laid off first, and rehiring shall be in reverse order within the particular classification, it being recognized that there may be several classifications under a single job title. If the Society shall mail notice to an employee who has been laid off that a bargaining unit position is available and he shall not report for work within seven calendar days after the mailing of such notice, he shall lose his then seniority rights. Upon recall to work, laid-off employees shall be eligible for all increases in salary that they would have earned if they had been actively employed, provided that the regulations of the City of New York would permit such increases.

Notwithstanding the above, the Society shall provide affected employees with advance notice of layoff as soon as possible. In the event of a layoff, an employee may elect to return to another position within the bargaining unit that from which he or she was promoted and the duties and tasks of which are similar to those currently being performed. He or she will dislodge if necessary the least senior bargaining unit employee in such affected title, provided the employee so transferring has more seniority than the employee dislodged, and in the opinion of the Society is able to perform the duties of the new position.

If the employee elects to return to a position once held, the duties or tasks of which are dissimilar from those duties or tasks the employee is currently performing, the employee is subject to a one month probationary period. He or she will dislodge if necessary the least senior employee in such affected title, provided the employee so transferring has more seniority than the employee dislodged.

The Society shall advise the employee of the available elections under this section.

C. As far as practicable, employees shall be given preference on a seniority basis in respect to choice of vacation period. It is understood that this shall not interfere with normal operational requirements.

ARTICLE XIV  
HIRING, PROMOTIONS AND TRANSFERS

All bargaining unit vacancies shall be filled pursuant to the following procedures:

A. Any notice of vacancy shall be posted on the Bulletin Board in the Operations Department.

B. Simultaneously, a copy of the notice of vacancy shall be sent to the Union.

C. Any person in the employ of the Society may secure from the Personnel Office an employment application form to be submitted to the Personnel Manager within the next ten calendar days following the posting. If on the basis of his answer to the application such person appears to be qualified for the position, he will be interviewed before the vacancy is filled.

In the event of a vacancy in the Zoological Park Maintainer and Senior Wild Animal Keeper positions, those employed in a lower title in the same classification within the bargaining unit shall have a period of five days following posting reserved for consideration of their applications exclusively.

D. The Society reserves the right to advertise for employees after it has complied with the requirements of subdivision C of this Article.

E. If, in the judgment of the Society which will be based upon the applicant's ability, experience, record of attendance, and suitability for the position, two or more bargaining unit members are equally well qualified, preference shall be given to the applicant having the greater seniority.

ARTICLE XV  
TERMINAL LEAVE

Any employee in the bargaining unit who is eligible for terminal leave may elect one of the following methods of computing terminal leave: a) he or she may receive one work day in terminal leave for every two sick days he or she has accumulated to his or her credit to a maximum of 120 such terminal leave days, or b) based on compilation of the employee's annual sick time accruals made for length of service, the employee is then awarded three calendar (not work) days for each year of service in which the employee used six or fewer sick days. Where under such compilation an employee would be entitled to terminal leave equal to 90% of his or her years of service, he or she shall receive terminal leave credit for all his or her years of service.

ARTICLE XVI  
REST PERIODS

Two rest periods in accordance with present practice shall continue during the term of this Agreement.

ARTICLE XVII  
UNIFORMS

The Society shall continue its present policy in respect to dress uniforms. Work uniforms will be supplied by the Society on an average basis of two uniforms a year; except that the Society shall supply additional replacement uniforms where the original issue for the current year were worn out on the job prior to the issue of the succeeding year. The annual issue of shirts and pants shall be two short sleeve and two long sleeve shirts, and two pairs of pants. Upon request of an employee, the Society may alter the particular issue as long as such does not result in exceeding an issue total of six such garments.

Notwithstanding the above, replacement of uniform items is contingent upon the employee returning to the Society unserviceable items of the same kind from the prior issue.

ARTICLE XVIII  
PAST BENEFITS

Nothing contained in the Agreement shall be interpreted to take away any existing benefits which are not entirely within the discretion of the Society or the discontinuation of which would be inconsistent with the terms of this Agreement.

ARTICLE XIX  
PERSONNEL FOLDER

Employees who have been terminated by the Society or resigned may, within sixty (60) days of the date of such notice, make an appointment to visit the Society Personnel Office to view his or her permanent personnel folder. The Society places notice of disciplinary action or dismissal into an employee's folder only after giving such notices to the affected employee.

ARTICLE XX  
ADJUSTMENT OF GRIEVANCES

A grievance by a Bargaining Unit employee against the Society shall be adjusted in the following manner:

A. Within 5 work days of the date of the cause of the grievance, the employee shall present the matter to his immediate supervisor who shall attempt to settle it.

B. The grievance shall be deemed to have been satisfactorily disposed of under Step A unless within 5 work days from the date of the decision of his immediate superior or within 10 work days after the grievance was submitted to such superior (whichever time period expires first), the employee presents a written statement of the grievance to the Department Head who shall attempt to settle the matter.

C. The grievance shall be deemed to have been satisfactorily disposed of under Step B unless within five work days after it was referred to the Department Head, the employee presents a written statement of the grievance to the Grievance Committee (whose membership shall consist of three administrative officers to be selected from time to time by the Director) for its settlement of the matter. Within 8 work days subsequent to the submission of the grievance, a hearing shall be held and the Grievance Committee shall render its decision.

D. The grievance shall be deemed to have been satisfactorily disposed of under Step C unless within 5 work days after receiving the determination of the Grievance Committee under Step C, the employee and/or the Union present an appeal in writing to the Director or his designee. Within 5 work days from the receipt of such written appeal and after reviewing the determination of the Grievance Committee, the Director or his designee shall conduct a further hearing if the grievance involves a suspension or dismissal, or he may in his discretion conduct a further hearing in any other case and shall render his decision within 3 work days following the hearing or no later than 8 work days after the appeal was submitted. The decision of the Director or his designee shall be final and not subject to appeal or review, except in cases involving the dismissal or suspension of an employee having six months or more of service in the bargaining unit or involving a grievance within the provisions of C of Article XXIII in which excepted cases of the Union shall have the right if it so requires the Director or his designee within 10 work days after the decision, to have the grievance submitted to arbitration under the rules and auspices of the American Arbitration Association, the award to be final and binding.

E. At any hearing before the Department Head, the Grievance Committee, or the Director or his designee, the employee may appear

without representation or, at his election, with a representative of his own choosing who need not be employed by the Society.

F. Saturdays, Sundays, Holidays, listed in Article VI and any days on which the Zoo shall not be opened to the public shall be excluded from the computation of "work days" as said term is used in this Article.

ARTICLE XXI  
UNION RIGHTS AND RESPONSIBILITIES

A. The Union shall have the right to display on the bulletin boards designated by the Society notices of time, place and purpose of union meetings.

B. The Union agrees that working hours shall be considered productive hours and that no Union work or activities shall be conducted during such productive hours, except as provided for in Paragraph C of this Article.

C. Union stewards shall continue on the payroll while handling grievances or engaging in other bona fide conferences with management provided that notice thereof shall be given the Department Head both at the beginning and the end of such activity.

D. The Union shall certify in writing to the Society the names of its Officers, Executive Committee members, and stewards, and any changes in such Union representation as such changes occur.

E. The Society agrees to permit an authorized representative or officer of the Union on application to the Director or his designee, to be admitted to the premises of the Society during working hours for the purpose of representing an employee in the settlement of a grievance. The Society further agrees on application to the Director or his designee to permit any such authorized representative or officer of the Union to inspect working conditions during working hours in areas where members of the Union are employed, but at all times subject to such reasonable rules and regulations as the Society shall adopt.

F. The Society will currently inform the Union of any changes in general rules and regulations directly affecting terms and conditions of employment.

G. Concurrent with the issuance of a written notice of suspension or dismissal, the employee shall be offered by the Society the option of having a local union steward present. This provision shall not apply in cases of emergency or extraordinary circumstances or when a local union steward is not on duty.

H. Employees may be asked to acknowledge receipt of disciplinary notices and performance evaluations by their signature. An employee's signature shall not thereby mean agreement with the content of the notice or evaluation. The Employer will issue such notices where possible.

ARTICLE XXII  
DISTRICT COUNCIL 37 HEALTH & SECURITY PLAN

There shall be a District Council 37 Health & Security Plan established by the Union which shall provide dental and medical benefits for all regular employees included in the unit and for their families when, as and if the City of New York furnishes funds to the Society on behalf of all employees in the unit on an entity rather than a title-by-title basis, which funds are designated for the purpose of covering such payment and shall be in an amount sufficient therefore.

Conditional upon its receipt of such funds from the City, the Society shall pay on behalf of each Society-paid Bargaining Unit employee who has successfully completed his or her six months' probation period an amount equal to that furnished to the Society by the City for each City-reimbursed Bargaining Unit employee.

For those employed subsequent to December 31, 1986, the Society shall pay on behalf of each Society-paid Bargaining Unit employee who has so completed his or her probation period an amount equal to three months' retroactive payment to the District Council 37 Cultural Institution Health and Security Plan, provided that the City has provided such funds to the Society for City-reimbursed Bargaining Unit employees.

If during this Agreement the City of New York shall approve an increase or decrease in the rate of contribution to said Health & Security Plan on an entity rather than a title-by-title basis, the Society shall commence payment of such increased or decreased amount when the Society receives funds from the City sufficient to pay such rate of contribution for City-reimbursed employees.

The Society will continue its practice of correcting names and addresses of employees eligible for Health & Security Plan participation on print-out sheets presented by the Union monthly, provided a reasonable time is allowed for such corrections and return of information to the Union.

The Union hereby agrees that the Society and/or its officials and employees individually and collectively shall not be liable for any mistake, error of judgement, embezzlement, defalcation, or any other wrongdoing or misfeasance or malfeasance of the Union or any of its officers or agents or employees in the receipt and/or transmission of payments to the Health & Security Plan, and/or for any failure or omission of the Union for any reason whatsoever to carry out the obligations concerning the said Health & Security Plan on behalf of the Society employees.

The Society and the Union agree that benefits shall be paid from District Council 37 Cultural Institutions Health & Security Plan and Trust (the "Trust") at such time as its Trustees so

decide, and for so long as the Trust remains qualified under Internal Revenue Code S501 (c)(9) as a voluntary employees' beneficiary association and provided that any funding arrangement entered into on behalf of the Trust continues to comply with the fiduciary standards of the Employee Retirement Income Security Act of 1974 as evidenced by a written opinion or other communication issued by the U.S. Department of Labor, or an opinion of counsel to the Trust received by and acceptable to the Trustees, and all other conditions and terms of this article not modified by this amendment remain in full force.

The Union hereby further agrees to hold the Society, and/or its officials and employees harmless against any claim whatsoever arising out of the receipt and/or transmission of the aforesaid payments and/or in the operation or administration of the Health & Security Plan and/or out of the failure or omission of the Union for any reason whatsoever to carry out its obligations concerning Health & Security Plan on behalf of the Society employees.

It is understood and agreed that the administration of, and all payments to and from, the Health & Security Plan shall be subject to audit by the City of New York.

ARTICLE XXIII  
DESCRIPTIONS AND ASSIGNMENTS OF DUTIES

A. Duties appertaining to the respective titles and positions of employees of the Bargaining Unit shall continue to be determined and defined by the Society.

B. The Society agrees that after furnishing advance copies to the Union for consultation purposes, the Society will issue written descriptions which will reflect the current duties for the bargaining unit titles and positions other than titles and positions in which there are no incumbents. Such descriptions shall be revised by the Society from time to time, thereafter, provided advance copies of any such revisions are furnished to the Union for consultation purposes. In no event shall such consultation delay promulgation or revision by more than two weeks.

C. Except during temporary emergency, or for vacation coverage or training purposes, employees will be normally assigned duties within the descriptions for their titles and positions. In the event an employee believes that he is being assigned duties of higher paying responsibility other than the exceptions above, or that he is being assigned to perform lower title duties outside his occupational group (provided that all ground care positions are considered to be in the same occupational group) he may submit a grievance in accordance with Article XX, it being understood and agreed, however, that the content and wording of the description shall not be subject to arbitration or to being changed by any award in arbitration.

ARTICLE XXIV  
VOLUNTARY POLITICAL DEDUCTION CHECKOFF

A. Solicitation by the Union of Society employees for purposes of political contribution deduction checkoff shall take place off Society grounds. The Society shall deduct from the wages of an employee who submits to the Society a personally signed authorization for voluntary political contribution as provided in such authorization. The authorization for this deduction will be accepted by the Society only if submitted on the official political contributions deduction card and in the words and form set forth on Exhibit B annexed. All political contribution deduction cards shall be effective upon the date of their submission to the Society. Such authorization of political contribution deductions shall be deemed in full effect until the employee submits to the Society a written notice of revocation of such authorization. Such revocation can be made by the employee at any time.

B. The Society shall remit the deductions so made to the Union not later than the 15th day of each month following such a deduction. The Society shall be reimbursed by the Union for its expenses in making the wage deductions at the rate of 5¢ for each employee for whom such checkoff was deducted on the last bi-weekly pay period of each month.

C. The Union shall be solely responsible for complying with all legal requirements involved with the establishment and operation of a separate segregated fund for receiving and disbursing such political contributions. District Council 37 has already established the separate segregated fund, D.C. 37 PEOPLE, which it has registered with the Federal Elections Commission and attests that such fund is authorized to solicit contributions and make expenditures in accordance with applicable law.

It is further agreed that the Union agrees to and does hereby indemnify, defend and save the Society harmless from and against any and all claims, demands, liabilities, lawsuits or any other form of action arising out of its deduction and remittance of political contributions or arising from or related to any action taken by the Society in reliance upon information furnished to the Society by the Union for the purpose of complying with any of the provisions of this article.

The Union shall make refund to employees any contribution wrongfully deducted and transmitted to its fund. There will be no collection of arrears of any kind or nature through the political checkoff.

ARTICLE XXV  
NO STRIKE CLAUSE

During the term of this Agreement or any extensions thereof, there shall be no strike, work stoppage, slow-down, picketing or other activity to obstruct the operations of the Society, other than a strike covered by the following exemption.

In the event of tri-partite wage negotiations with the City in respect to those titles or positions where the Society holds a majority or plurality in title seats at the bargaining table, the employees in the aforesaid title so covered by said negotiations shall be exempt from the prohibition of striking for as long as the strike is used for the sole purpose of affecting said wage negotiation.

The only titles to which such exemption applies are Wild Animal Keepers and Zoological Park Maintainers. It is further agreed that this limited exemption is subject to the provisions of the Agreement between the parties dated May 9, 1961, any mention of unit or park providing among other things for the protection of the animals, and that this exemption shall be null and void if during said negotiation to which it applies there shall be any strike, other than a strike within the limits of said exemption, or any picketing, slow-down, or other activity to obstruct the operation of the Society.

There shall be no lockout during the term of this Agreement.

ARTICLE XXVI  
INTERPRETATION OF AGREEMENT

Any controversy between the parties concerning the interpretation of this Agreement will be submitted upon an agreed statement of facts for arbitration and determination by the American Arbitration Association. Both parties agree that they will use their best efforts to cooperate in making such submission effective as therein provided and agree to be bound by the award. If the parties are unable to agree upon the statement of facts to be submitted, each party shall present its own statement of facts, which shall take the form of an assumed statement of facts for the purposes of obtaining a ruling on the interpretation.

ARTICLE XXVII  
DURATION OF AGREEMENT

This Agreement shall take effect as of the date of its execution, as below recorded and shall remain in full force until December 31, 1999.

Beginning September 1, 1999, the parties agree to engage in good faith negotiations for a collective bargaining agreement to take effect on January 1, 2000. If no agreement is reached by December 1, 1999, the parties shall invite outside mediation through a mediator to be appointed by the American Arbitration Association. If no agreement is reached by January 1, 2000 or such extended date as the parties may agree upon, either party may, at its option, elect to have a work stoppage, but subject at all times to the Agreement between the parties dated May 9, 1961, providing for the protection of the animals.

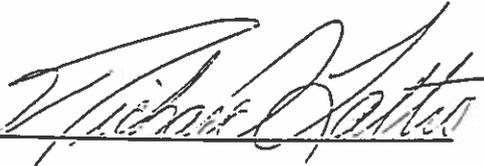
ARTICLE XXVIII

This Agreement shall not in any way be interpreted as qualifying, amending, superseding or cancelling the Agreement, setting forth conditions of Union recognition and Union dealing.

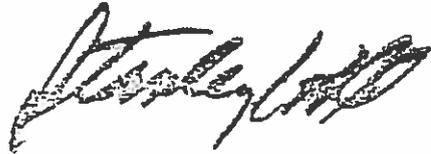
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 14 day of March, 1997.

THE NEW YORK  
ZOOLOGICAL SOCIETY

DISTRICT COUNCIL 37 OF THE  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO



BY: RICHARD LATTIS  
VICE PRESIDENT,  
THE WILDLIFE CENTERS



BY: DISTRICT COUNCIL 37  
*Dennis Sullivan*



BY: JOHN McKEW  
VICE PRESIDENT FOR  
ADMINISTRATIVE SERVICES



BY: LOCAL 1501

EXHIBIT A

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: \_\_\_\_\_  
(NAME OF EMPLOYEE)

TO: \_\_\_\_\_  
(NAME OF EMPLOYER)

Effective \_\_\_\_\_, I hereby request and authorize  
(Date)

you to deduct from my earnings each \_\_\_\_\_ a sufficient  
(Payroll Period)  
amount to provide for the regular payment of the current rate of  
monthly Union dues as certified by the Union or of service charge.

This amount shall be paid to the Treasurer of District Council 37  
of the American Federation of State, County and Municipal  
Employees, and represents payment of my Union dues or service  
charge.





WILDLIFE CONSERVATION SOCIETY  
FOUNDED IN 1895 AS THE NEW YORK ECOLOGICAL SOCIETY

January 7, 1997

Mr. Frank Burns  
Assistant Director, Research and Negotiations  
District Council 37  
125 Barclay Street  
New York, NY 10007

Dear Frank:

Enclosed please find two copies of each of the agreements for the Wildlife Centers. Also enclosed please find the side-bar letter.

Article XXII contains the Welfare Fund wording that should have been inserted.

Could you get signatures and return these to me. I will execute and forward the copies out to you.

If you have any problems concerning this give me a call at 718-220-5113.

Sincerely,

  
John McKew  
Vice President for  
Administrative Services

JMcK:am

Enc.



WILDLIFE CONSERVATION SOCIETY

FOUNDED IN 1895 AS THE NEW YORK ECOLOGICAL SOCIETY

January 6, 1997

Mr. Frank Burns  
Assistant Director, Research and Negotiations  
District Council 37  
125 Barclay Street  
New York, NY 10007

Dear Frank,

As discussed with you, this letter reflects understandings in addition to those expressed in our City Wildlife Centers agreements.

1. The Society will pay up to \$25 per person to cover the cost of re-certification of Bargaining Unit Security Guards when due on a once every two year basis.
2. Keepers with documented special occupational safety needs may present a request for work shoes to Human Resources for consideration on a case-by-case basis.
3. Employee requests for time off will be responded to within one week of such request.
4. The current lunch and supper allowance will be raised by one dollar (\$1.00) to \$6.00 for lunch and \$8.50 for supper. To be eligible an employee must take one half hour without pay.
5. There will be further discussions of paycheck-cashing options for City Wildlife Centers staff.

Sincerely,

John McKew  
Vice President  
Administrative Services

14871 STREET AND 14871 BULEVARD BRONX NEW YORK 10440 USA TEL 212 200 5100

WILDLIFE CONSERVATION PROGRAMS IN THE UNITED STATES • BRONX ZOO/WILDLIFE CONSERVATION PARK • AQUARIUM FOR WILDLIFE CONSERVATION  
CENTRAL PARK ZOO/REPTILES AND AMPHIBIANS PARK WILDLIFE CENTERS • ST. CATHERINE'S WILDLIFE SURVIVAL CENTER  
CONSERVATION • EDUCATION • SCIENCE