

**A COLLECTIVE
AGREEMENT
ENTERED INTO BY AND BETWEEN
THE WILDLIFE CONSERVATION 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, 2009 – DECEMBER 31, 2013**

CONTENTS

ARTICLE 1 BARGAINING UNIT..... 4

ARTICLE 2 RECOGNITION 5

ARTICLE 3 MANAGEMENT FUNCTIONS..... 6

ARTICLE 4 WAGES AND HOURS..... 6

ARTICLE 5 WORK WEEK..... 10

ARTICLE 6 HOLIDAYS 11

ARTICLE 7 ANNUAL LEAVE 12

ARTICLE 8 SICK LEAVE 14

ARTICLE 9 OTHER AUTHORIZED ABSENCES WITH PAY 15

ARTICLE 10 AUTHORIZED ABSENCES WITHOUT PAY..... 17

ARTICLE 11 RETIREMENT 18

ARTICLE 12 MEDICAL INSURANCE PLANS 18

ARTICLE 13 SENIORITY IN LAYOFFS AND VACATIONS..... 18

ARTICLE 14 HIRING, PROMOTIONS AND TRANSFERS 20

ARTICLE 15 TERMINAL LEAVE..... 21

ARTICLE 16 REST PERIODS..... 21

ARTICLE 17 UNIFORMS..... 21

ARTICLE 18 PAST BENEFITS..... 23

ARTICLE 19 PERSONNEL FOLDER..... 23

ARTICLE 20 ADJUSTMENT OF GRIEVANCES..... 23

ARTICLE 21 UNION RIGHTS AND RESPONSIBILITIES 26

ARTICLE 22 D.C. 37 CULTURAL INSTITUTION HEALTH & SECURITY PLAN 27

ARTICLE 23 DESCRIPTIONS AND ASSIGNMENTS OF DUTIES 28

ARTICLE 24 VOLUNTARY POLITICAL DEDUCTION CHECK OFF..... 29

ARTICLE 25 NO STRIKE CLAUSE..... 30

ARTICLE 26 INTERPRETATION OF AGREEMENT 30

ARTICLE 27 DURATION OF AGREEMENT 30

ARTICLE 28 INTERPRETATION AND UNION RECOGNITION..... 31

AGREEMENT

AGREEMENT entered into by and between the Wildlife Conservation 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" for the period of January 1, 2009 to December 31, 2013.

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 1
BARGAINING UNIT

The Bargaining Unit for which the Society 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

Storekeeper
Unit Manager
Assistant Unit Manager
Chef
Cafeteria Cook
Zoological Vending Machine Attendant
Busboy
Cafeteria Cashier
Facilities Storekeeper
Zoological Park Officer

WCS and the Union will continue to make good faith efforts to have the City of New York Office of Labor Relations (“OLR”) include the titles of “Ticket Agent” and “Supervising Zoological Park Attendant” for tri-partite bargaining. Upon recognition of said titles by OLR, it shall be included in the Bargaining Unit.

ARTICLE 2
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. Section E is subject to the grievance procedure, up to but excluding arbitration.
- F. There shall be no discrimination against any present or future employee by reason of race, creed, religion, color, age, disability, national origin, ancestry, sex, union membership, veterans' status, alienage or citizenship status, marital status, victim of domestic violence status, victim of sex offenses or stalking status, domestic partner status, military status, financial status, atypical hereditary cellular or blood trait or any other genetic information, AIDS and HIV infection, sexual orientation or any other characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the New York State Human Rights Law, the New

York City Human Rights Code, or any other similar law, rules, or regulations. All such claims shall be subject to the grievance and arbitration procedures as the sole and exclusive remedy for violations. Arbitrators shall apply appropriate law in rendering decisions based on claims of discrimination.

ARTICLE 3
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 20 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.
- C. During the term of this contract, the Society will undertake a review of work performed by outside contractors. The Society will consider utilizing current full-time staff before using outside contractors in areas covered by the labor agreement.

ARTICLE 4
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.

Guest Services: The wages of all incumbent Central Park Guest Services employees shall be increased as follows:

| AMOUNT | DATE |
|------------------------------------|-----------------|
| 3% of the employees' current wages | January 1, 2011 |

3% of the employees' wages as of December 31, 2011 January 1, 2012

3% of the employees' wages as of December 31, 2012 January 1, 2013

Guest Services bargaining unit employees reaching their tenth (10th) year of service shall also be eligible for a longevity payment of \$650, effective as of the anniversary date of their tenth year of service.

Guest Services bargaining unit employees who have reached their fifteenth (15th) year of service shall also be eligible for a longevity payment of \$800, effective as of the anniversary date of their fifteenth year of service. These longevity awards shall be considered part of the eligible employee's base wages for the purpose of calculating the increase effective after the employee's tenth and fifteenth year anniversary date as set forth in this Article 4, paragraph E.

Effective December 31, 2010, the incumbent salary for the following titles shall be:

- a. Unit Manager \$36,320
- b. Guest Services Store Keeper \$36,320
- c. Assistant Unit Manager \$32,710
- d. Bus Boy \$32,710
- e. Cook \$34,984.56

Each of these salaries shall be increased by wage increases negotiated under this collective bargaining agreement. Incumbents shall receive the greater of the above two amounts that is, either the across-the-board increase or the new minimum salary. Effective upon the signing of this Agreement and for the duration of this Agreement, the Society may hire Bargaining Unit Guest Services employees at salaries that are 15% less than the minimum salaries noted above for the first two years of employment. After two years of employment, the salary of all employees shall be the incumbent rate. In addition, Guest Services bargaining unit employees shall continue to be entitled to participate in the fringe benefits to which other regular employees in the bargaining unit are entitled as provided in this Agreement.

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 5).

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 5); 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.

- C. Effective upon the signing of this Agreement, employees who are assigned to work in a higher title with acting supervisory responsibilities for seven (7) consecutive workdays will be paid the equivalent salary of the higher title retroactive to the first day that the employee performs the work of the higher title.
- D. Those Union Members who perform pesticide applications for the Society at the Society's direction will, effective July 1, 2005, be paid a differential of \$850 per year. Effective upon execution of the contract, Union Members who perform pesticide applications for the Society at the Society's direction will be paid a differential of \$1,000 per year. This sum will be paid to the Union Member regardless of how many actual applications the employee performs during the said year and will be added to their base salary for the duration of the time that employee performs pest control work. Once an employee ceases to perform pest control work, the differential will no longer be paid and will be removed from the employee's base salary. This differential will be paid on a bi-weekly basis. Should the Union Member cease performing the pesticide applications for any reason during the year, the differential will be pro-rated for the period of time that he/she was licensed and/or certified and expected to perform such work for the Society. The Society will bear the entire cost of obtaining and maintaining the license(s) and/or certification(s) required for the Union Member to perform pesticide applications.

E. 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 5 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. Voluntary overtime shall be defined as overtime which the employee is free to accept or decline. Involuntary overtime shall be defined as overtime which the employee is directed to work.

Opportunities to work voluntary overtime shall be based on seniority but will cycle, such that if an employee is offered the opportunity to work overtime and elects to do so, that employee will move to the bottom of the overtime seniority list once they have completed that particular overtime shift. However, if an employee is offered a voluntary opportunity to work overtime and turns the offer down, that employee shall also move to the bottom of the overtime seniority list. Overtime shall be offered in order of seniority, but if all senior employees decline, the least senior qualified employee shall be ordered to work overtime.

Notwithstanding any other provisions of this Article 5, 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 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).

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 6 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
Independence Day

Thanksgiving 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.
- D. Employees may accrue, and carry over from year to year, a maximum of sixty (60) earned days and sixty (60) annual leave days. Upon termination or resignation of employment, employees shall be paid up to these maximum allowable earned time and vacation leave accruals. For employees who exceed these balances as of December 31, 2002, they shall have until June 30, 2005 to reduce these balances. Leave balances shall be reconciled between WCS's payroll and departmental records prior to scheduling the reduction of excess time.

ARTICLE 7
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 hired on or before December 1, 2006 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 ¼ 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) |

A combined vacation, personal business and religious holiday leave allowance, known as "annual leave allowance" shall be granted with full pay to employees in the bargaining unit hired after December 1, 2006 on the following basis:

| <u>CATEGORY</u> | <u>MONTHLY ACCRUAL</u> | <u>LEAVE ALLOWANCE</u> |
|--|---|---|
| Employees who shall have completed 15 years of service | 2 and ¼ days per full calendar month of service | 27 work days (5 weeks & 2 work days) |
| Employees who shall have completed 9 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 5 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) |

The Society will, four times a year (February 15th, May 15th, August 15th and November 15th) notify union employees of their sick leave balance, annual leave balance, and balance of unused earned days; 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, sick leave with pay, or using approved earned day credits, 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 8 or 9 shall be charged against an employee's annual leave credit or his holiday credit referred to in Article 6, 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.
- G. The Society has the right to designate essential personnel who must report to work in the event of an emergency. In the event the Zoo closes due to an emergency situation, employees shall be paid for the day without any charge to their accrued time and leave.

ARTICLE 8
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 hired on or before December 1, 2006. Sick leave credit with full pay of .834 of one work day per month of service shall be credited to all employees in the bargaining unit hired after December 1, 2006. Sick leave credit 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, annual leave and earned day 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 leave, annual leave, and earned day credits 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. For illnesses longer than three (3) days, the employee shall be required to produce a note from the treating physician stating the anticipated date of return.
- 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.
- J. The Society may grant to an employee, at its discretion, up to three (3) days per year of accumulated sick leave for care of ill members of the immediate family upon submission of proof, by the employee, of said family member's disability, to the Society's satisfaction, within five (5) work days after his or her return to work. The term "immediate family" means spouse or domestic partner, child, brother, sister, mother, father, mother-in-law, father-in-law, grandparent, grandchild, or any relative residing in the employee's household.
- K. When an employee who has fewer than ten (10) sick leave days and is absent from work on a scheduled workday immediately before or after: (a) a holiday or holidays; (b) the employee's scheduled annual leave day, or (c) the employee's scheduled earned leave day shall not be eligible for sick pay for said absence.

ARTICLE 9
OTHER AUTHORIZED ABSENCES WITH PAY

- A. Worker's Compensation – In the event an employee in Unit A of the bargaining unit sustains an injury in the performance of his/her duties that injury shall be covered by the Worker's Compensation Law. The employee shall not be charged his/her own time on the date of the injury. After the date of injury, the employee may use days from his/her sick leave accrual bank, until (i) his/her return to work; or (ii) his/her sick leave accruals are exhausted. An employee may not use earned or annual leave accruals for a worker's compensation injury.

If an employee (i) does not have sick leave accruals; or, (ii) did not elect to use his/her sick leave accruals; or, (iii) has exhausted his/her sick leave accruals and remains out on worker's compensation injury, he/she shall be compensated in accordance with the Worker's Compensation Law. Accordingly, any required payments to the employee will be made directly by the Society's insurer.

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 if sick leave balances have been exhausted. No such leave with pay shall be granted unless the Workmen's 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 Workmen's 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 judgment 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.

Notwithstanding anything contained herein, if a determination is made that an employee will be unable to return to the position he/she held before the worker's compensation injury, the position will be deemed vacated and the employee will be paid out any accrued annual or earned time leave, subject to the provisions of Article 6 (D)

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, grandchild, or any relative residing in the employee's household. Notwithstanding the above, it is understood and agreed that such leave time will be granted to those employees who have entered into a Domestic Partnership or Civil Union pursuant to applicable New York City procedures.
2. For jury duty, less jury fees.
3. For attendance in court under a subpoena or court order, less witness fees. . Attendance in court for cases involving an employee's personal interest shall not be covered by this article. However, participation in the grievance process shall be considered an absence with pay.
4. To comply with Health Department regulations with respect to quarantine of is 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 10
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. After the completion of one (1) year of leave under this paragraph, the employee on leave shall have the affirmative obligation to contact his/her supervisor, in writing, with a copy to Human Resources, advising their supervisor whether or not they will be returning to work. If the supervisor does not receive this written notice, he/she will notify the employee, in writing, via certified or similar type of mail or contact, that they must contact the supervisor within seven (7) days advising the supervisor of their work intentions or else the employee will be considered to have abandoned his/her job. If the employee advises his/her supervisor that he/she intends to return to work, but because of documented exigent circumstances is unable to do so, the leave period is reinstated for the time remaining after reducing the time allowed by time already taken. 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 President or his/her 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 11
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 12
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 13
SENIORITY IN LAYOFFS, VACATIONS AND WEEKENDS OFF

Layoffs

A. When the Society reasonably expects to lay off employees, the following procedure shall apply:

The Society shall make every effort to avoid layoffs. To that end, forty-five (45) days prior to the layoff of any employees, the Society shall meet with the Union and explore all possible alternatives to layoffs. In addition, the Society shall provide, upon request from the Union, any and all information relevant to the proposed layoffs.

- B. In the event a layoff is necessary, the layoff of full time employees shall be by reverse seniority in a particular classification with the understanding that the Union and Management shall meet to discuss the details, circumstances and procedure to govern those layoffs.

The Society shall also notify the Union, in writing, thirty (30) days in advance of the effective dates of the layoffs. The notice shall contain the name, title, start date and promotion date for each employee targeted by the layoff. Employees targeted for layoff shall be provided with at least fourteen (14) days written notice before the effective date of the layoff. In the event that applicable law dictates a different notification period threshold, the greater of the two notification periods shall apply.

- C. Seniority for a full time employee in the bargaining unit shall be computed from the date of his or her original date of hire. Seniority shall be considered broken by voluntary resignation, retirement, or termination with just cause.

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.

If, as the result of a layoff, an employee is bumped down to a lower job title, when a position opens up in the employee's previous job title, employees shall bump back up in order of seniority.

- D. 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.
- E. Effective upon signing this Agreement and with regard to assignments of Weekend Days (defined as Friday and Saturday; Saturday and Sunday; and Sunday and Monday) off that are made after this Agreement is signed, the Society shall offer all bargaining unit titles Weekend Days and shifts as their regular days off by considering the employees' respective and relative qualifications, disciplinary records and seniority. An employee who is not granted Weekend Days as his/her regular days off may request a meeting with Management.

ARTICLE 14
HIRING, PROMOTIONS AND TRANSFERS

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

- A. All notices of vacancies shall be posted at the Bronx Zoo, the Aquarium, the Queens Zoo, the Central Park Zoo and the Prospect Park Zoo. Specifically, notices of vacancies shall be posted at the Queens Zoo 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. Following selection of the successful applicant for the vacancy, unsuccessful applicants may request an interview with the supervisor who made the selection in order to explore their qualifications for future promotional opportunities .

- 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.
- F. A probationary employee is an employee who has less than 6 months of continuous work in the bargaining unit since the date of the employee's most recent employment in the bargaining unit. Should a probationary employee during the probationary period take an extended leave or have an extended absence, the employee's probationary period will be extended by the number of leave or absent days. An employee is not entitled to any seniority rights under this Agreement until after having completed the employee's probationary period. An employee's probationary period may be extended by mutual agreement between the Union and the Society. No claim or grievance shall be made by the Union or the employee, who may be discharged without cause during the probationary period, with respect to any layoff, promotion, transfer, discipline, reduction in or change in scheduled hours, or discharge during the employee's probationary period. If continued in the employ of the Society after the expiration of the probationary period, the employee's seniority date shall be computed from the employee's last date of continuous

employment in the bargaining unit.

- G. The Society has the right to hire and manage temporary staff, otherwise known as “seasonals” for up to 8 months, from March through October in a calendar year.
- H. Any employee who changes departments or is promoted shall occupy the new position on a trial basis for not more than 60 days. The employee will receive an evaluation at 30 days informing them of whether or not they are meeting expectations. During the trial period the employee shall be paid the incumbent rate of the new position. If the employee does not, in the judgment of the Society, satisfactorily complete the 60 day trial period or the employee elects to return to his/her prior position, the employee shall be returned to his/her prior position and be paid at the rate the employee would have been earning had the employee not been promoted or transferred.

ARTICLE 15
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 16
REST PERIODS

Two rest periods of fifteen (15) minutes in accordance with present practice shall continue during the term of this Agreement.

ARTICLE 17
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. Attendants, Senior Attendants, Supervising Attendants, Zoological Park Maintainers and Assistant Zoological Park Maintainers, where

applicable, whose principal job duties require working outside on the grounds shall be issued safety shoes as part of their dress uniform.

In addition to the above, the Society shall provide bargaining unit employee with the following uniform items once every two years:

- a. One winter coat or one winter overall (according to job function)
- b. One waterproof rain jacket;
- c. One pair of waterproof rain pants;
- d. One spring garment;

The two years will be calculated from the date the uniforms are issued.

The Society shall also provide employees with gloves according to job necessity, with the understanding that some jobs require multiple types of gloves.

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. Employees are required to ensure their uniforms are clean, maintained, and safe for the task they are performing. In the event that an employee's uniform item is worn out or destroyed before the two years have passed, the Society shall replace the item. The replacement of uniform items within the 2 year period is subject to the following procedure. The employee shall present the item to be replaced and shall submit a written request to his/her immediate supervisor requesting the replacement, specifying the need for the replacement. The supervisor will make a determination of the employee's request, in writing within 14 days. If an employee's uniform item is lost, the employee must pay to replace the item, or be subject to corrective action.

Effective upon signing this agreement, the Society will provide a shoe reimbursement of \$70 to all employees in the bargaining unit.

With respect to Wild Animal Keepers and Senior Wild Animal Keepers ("Keeper"), whose jobs result in the premature destruction of work shoes, replacement of said work shoes shall be subject to the following procedure: 1. The affected Keeper shall submit a written request to his/her immediate supervisor requesting replacement of work shoes. A specific reason for the request must be included; 2. The affected Keeper will provide either: a. a store receipt documentation that includes the date and purchase price of new work shoes (The Society reserves the right to limit reimbursement to the customary and reasonable cost of new work shoes) or, b. a request for authorization to purchase the shoes at a store selected by the Society with payment to be made by the Society. The supervisor will make a determination of the employee's request, in writing, within fourteen days.

ARTICLE 18
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 19
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 Human Resources 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.

Upon an employee's request, which may be made no more than once a year, the Society may withdraw from the employee's file certain notices of disciplinary action taken against said employee relating to latenesses and absences where such violations have not been subject to notices of ongoing violation in the previous year.

ARTICLE 20
ADJUSTMENT OF GRIEVANCES

Adjustment of Grievances

1. Definition: A Grievance shall be defined as a dispute concerning the application or interpretation of a specific written provision of this Agreement arising during the term of this Agreement, including any violation of Article 2, Paragraph F.
2. The Union and Management shall meet prior to filing of a formal grievance to resolve any disputes of reasonable concern to either party.

Step Grievance Procedure

Step 1

Within ten (10) work days of an alleged violation or misinterpretation of the Agreement, the employee (hereinafter the grievant) shall submit in writing on the appropriate form a description of his/her grievance, the facts upon which he/she is relying, and the remedy sought to the immediate supervisor.

Within ten (10) work days of the supervisor receiving the grievance, the Grievant and his/her

immediate supervisor shall meet and discuss the employee's grievance. The immediate supervisor shall attempt to settle the grievance. The Grievant may appear without union representation or, at his/her election, with a union representative.

If the grievance is not settled at the initial meeting, the immediate supervisor shall issue a decision about the grievance within ten (10) work days of the settlement meeting. Once a decision about the grievance has been reached, the Human Resources Department shall supply the Grievant and the Union with a written notice of the decision. The Union shall then have ten (10) days from the receipt of the decision to file an appeal. If no appeal is filed, the grievance shall be deemed to have been satisfactorily disposed of under Step 1.

Step 2

Upon Human Resources' receiving a written appeal from the grievant(s) or his/her/their union representative, a grievance committee comprised of three administrative officers appointed by management shall hold a hearing and render a decision on the matter within twenty (20) work days after the grievance was received.

Once the Grievance Committee has rendered its decision, the Grievant and the Union shall receive a written copy of that decision. A Step 2 grievance shall be deemed to have been satisfactorily disposed of unless an appeal is submitted to Step 3 within ten (10) work days from the date of the decision.

Step 3

Within ten (10) work days after receiving the determination of the Grievance Committee under Step 2, the Grievant and/or the Union may appeal in writing to the Director or his/her designee. Within fifteen (15) work days from the receipt of such written appeal and after reviewing the determination of the Grievance Committee, the Director or his/her designee shall render a decision. The Director or his/her designee may, in his/her sole discretion, conduct a further hearing within the aforementioned fifteen (15) work day period.

The decision of the Director or his designee shall be final and not subject to appeal or review, except in cases involving the termination, 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 the Article 23 in which excepted cases the Union shall have the right if it so requests the Director or his designee within twenty (20) 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.

Grievances Involving Discharge for Cause

Effective upon signing this agreement, a grievance by an employee against the Society in

connection with the employee's discharge from employment for cause, except an Employee's discharge during the Employee's probationary period, shall be adjusted in the following manner:

Step 1

Any employee discharged for cause shall, at the time of discharge, be informed of a date for a grievance hearing. The grievance hearing will be held within five (5) work days of the date of such discharge. The grievance hearing shall be heard by the Grievance Committee. The Employee and the Union representative shall attend the hearing. The Grievance Committee shall render a decision on the matter within two (2) work days after the day of the hearing.

Step 2

Any discharge of an employee, except discharge during an Employee's probationary period, may be submitted by the Union for a binding decision by arbitration to the American Arbitration Association in accordance with the Association's rules for impartial binding arbitration within ten (10) working days of the receipt of the Step 1 decision. At the same time, a copy of the notice requesting impartial arbitration shall be forwarded to the Director of Human Resources. The cost and fees such arbitration, including the cost of a stenographer, if any, shall be borne equally by the Union and the Society.

The decision or award of the arbitrator shall be final and binding in accordance with applicable law and shall not add to, subtract from, or modify the terms of any contract, rules or regulations or existing policy of the Society. The decision of the Arbitrator shall be enforceable in accordance with the laws of the State of New York. The resolution of any arbitration, and the resulting arbitration awards, shall not in any manner diminish the Society's rights of Management as hereinabove described, but shall provide only for such relief as may be found equitable for the grievant.

Group Grievances

Grievances affecting three (3) or more employees and which concern alleged misinterpretation, inequitable application, or violation of the Agreement, may be filed by the Union with the Human Resources Department and addressed by a Grievance Committee comprised of three (3) administrative offices duly appointed by management within ten (10) days of such filing and in accordance with the Step 2 grievance procedure.

Saturdays, Sundays, Holidays, listed in Article VI and any days on which the Queens Wildlife Center shall not be opened to the public shall be excluded from the computation of "work days" as said term is used in this Article. Steps in the process shall be followed in order. Notices for a subsequent step in the process shall not be sent until the previous step has been

resolved or time has elapsed in accordance with the procedures set forth. The date of receipt of a notice by the Society shall be deemed the date upon which the obligations herein stated shall begin.

ARTICLE 21
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 President or his/her 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 President or his/her 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.
- I. One local union representative shall be eligible to attend the facility's Safety Committee

meetings as a participating committee member.

ARTICLE 22
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.

For those employed in the bargaining unit subsequent to January 1, 2002, the Society shall begin payments to the District Council 37 Cultural Institutions Health and Security Plan on behalf of each employee in Unit A who has completed three (3) months of service, conditioned upon the City's providing such funds to the Society for City-reimbursed employees. Notwithstanding, the provision of this benefit, employees are still within their probationary period and they are not entitled to any other union related benefits, including, but not limited to, representation at disciplinary meetings, grievances or similar actions.

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 23 **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 20, 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 24
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 cents 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 25
NO STRIKE CLAUSE

The Society and the Union recognize their respective responsibilities to safeguard our wildlife. Accordingly, during the term of this Agreement or any extensions thereof, there shall be no strike, work stoppage, walkout, sitdown, slow-down, mass absenteeism, 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 26
INTERPRETATION OF AGREEMENT

Any controversy between the parties concerning the interpretation of this Agreement will be submitted by either party 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 27
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, 2013.

Beginning September 1, 2013, the parties agree to engage in good faith negotiations for a collective bargaining agreement to take effect on January 1, 2014. If no agreement is reached by December 1, 2014, 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, 2014 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 28
INTERPRETATION AND UNION RECOGNITION

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

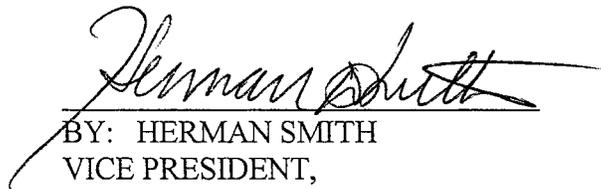
IN WITNESS WHEREOF, the parties have signed as of this 9th day of February,
~~2006~~ 2012.

WILDLIFE CONSERVATION
SOCIETY

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


BY: JAMES BREHENY
EXECUTIVE VICE PRESIDENT
WILDLIFE CONSERVATION SOCIETY


BY: LILLIAN ROBERTS
DISTRICT COUNCIL 37, AFSCME
AFL-CIO


BY: HERMAN SMITH
VICE PRESIDENT,
HUMAN RESOURCES


BY: ROBERT HERKOMMER,
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.

EXHIBIT B

Grievance Form

Name of Employee/Grievant: _____

Employee/Grievant's Job Title: _____

Brief Statement of Grievance: _____

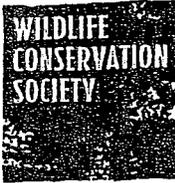
Relevant Facts: _____

Remedy Sought: _____

Employee/Grievant's Signature: _____

Date: _____





October 17, 2005

Lillian Roberts
Executive Director, District Council 37
Anthony Bigone
President, Local 1501
District Council 37
125 Barclay Street,
New York, NY

Dear Ms. Roberts and Mr. Bigone:

This letter serves to confirm the understanding reached at a May 20, 2005 meeting with Mike Riggio, Frank Burns, Madonna McKnight and Anthony Bigone regarding pest control work being performed by WCS employees who are members of District Council 37, Local 1501 ("WCS Union Members"). We agreed as follows:

1. **Training:** WCS will provide training, in compliance with applicable laws and regulations, to specific WCS Union Members who are licensed and/or certified under applicable laws and regulations to perform pesticide applications. Furthermore, WCS will provide additional training to appropriate WCS Union Members regarding WCS' integrated pest management program. All of the above-mentioned training will occur exclusively on WCS work-time.
2. **Clarification Regarding Preventative Pest Control Work:** All WCS Union Members will be expected to continue to participate in WCS' integrated pest management program. As such, they will perform preventative pest control work such as setting and monitoring glue and snap traps and identifying areas under their care where pests are a problem or potential problem. They will not be expected to perform any pesticide applications for which a license and/or certification is required without the training noted in paragraph 1 above and as set forth later in this letter. They will receive no additional pay to perform this preventative pest control work.
3. **Safety:** WCS will arrange for applicable medical tests and provide WCS Union Members with safety equipment, including individual equipment, if any, that is required by applicable laws and regulations to perform the pesticide applications. WCS Union Members are expected to contact WCS' Integrated Pest Management Program's Manager ("IPM Manager") immediately if they believe that they have not been provided with adequate safety equipment.

2300 Southern Boulevard Bronx, NY 10460 USA

4. **Liability For Pesticide Applications:** WCS Union Members must abide by all applicable laws and regulations relating to pesticide applications, including attending required training and passing exams required to maintain their licenses and/or certifications. Provided that they abide by such laws and regulations and provided that the pesticide applications are: (a) performed at WCS' direction, (b) in compliance with WCS' rules and procedures, and (c) not performed negligently or with intent of wrongdoing, WCS will indemnify and hold the WCS Union Members harmless with respect to any injury or harm arising out of a pesticide application performed by that WCS Union Member on WCS' site. Any work performed by the WCS Union Member that is not at the direction of WCS will be solely the WCS Union Member's responsibility and such WCS Union Member shall be liable to WCS and any third parties for any injury or harm arising from that work.

5. **Additional Pay:** Those WCS Union Members who perform pesticide applications for WCS at WCS' direction will, effective July 1, 2005, be paid a differential of \$850 per year. This sum will be paid to the WCS Union Member regardless of how many actual applications the employee performs during the said year. This differential will be paid on a bi-weekly basis. Should the WCS Union Member cease performing the pesticide applications for any reason during the year, the differential will be pro-rated for the period of time that he/she was licensed and/or certified and expected to perform such work for WCS. WCS will bear the entire cost of obtaining and maintaining the license(s) and/or certification(s) required for the WCS Union Member to perform pesticide applications.

6. **WCS Union Members Who Will Perform Pesticide Applications:** The WCS Union Member listed on the attachment to this agreement, and who, as of today's date, are licensed and/or certified to perform pesticide applications on WCS' sites will continue to be assigned the task of performing pesticide applications, provided that: (a) the employees maintain their licenses and/or certifications, (b) the employees abide by all applicable laws and regulations relating to pesticide applications (including submitting the required paperwork regarding applications), and (c) the employees follow WCS' internal policies and procedures regarding pesticide applications. WCS's IPM shall monitor the performance of Union Members performing pesticide applications and may remove any Union Member who is not adequately performing his/her job responsibilities. The WCS Union Member may choose to stop performing pesticide application work at any time and may do so by notifying the IPM Manager that he/she no longer wishes to perform pesticide applications. No WCS Union Member will be forced to perform pesticide applications. Should WCS require additional WCS Union Members to perform pesticide applications in the future, WCS will: (a) post notices that inform those WCS Union Members in positions that could perform the work of that need, (b) allow any of those WCS Union Members to file an application to perform the work, and (c) select the WCS Union Member(s) that is/are most qualified to perform the work. If two equally qualified employees request the opportunity to perform pesticide applications, WCS will choose the employee with the most seniority to perform the pesticide applications. WCS has sole discretion to determine whether and if so, how many, WCS Union Members it requires to perform pesticide applications at any time.



7. **Reduction/Elimination of the Program** – at any time and for whatever reason, WCS may determine, in its discretion, that the pesticide program will be reduced, changed or eliminated. In that event, the Union Member (s) will no longer be responsible for pesticide applications nor will they be required to maintain their licenses. Further, they will no longer be paid the differential and their salary will revert to their applicable salary prior to receiving the differential.

8. **No Admission Of Liability And No Precedent.** This agreement does not constitute or imply an admission of liability or wrongdoing by WCS. Further, this agreement, including its very existence, shall not constitute a precedent for the determination of any other dispute between WCS and District Council 37 and shall not be offered in evidence for any purpose or in any administrative or judicial proceeding except for the sole purpose of enforcing the obligations and restrictions contained herein.

If you agree that this letter accurately summarizes our understanding, please sign below and return a fully signed copy to me.

Many thanks for your assistance in this matter.

Sincerely,



Miriam Benitez
Vice President, Human Resources
Wildlife Conservation Society

Accepted and Agreed: Anthony Bigone
Anthony Bigone
President, Local 1501

Date: 11/21/05

Lillian Roberts
Lillian Roberts
Executive Director, DC 37

Date: 11/21/05



Certified Pesticide Applicators

| | |
|----------|----------|
| RAUL | VASQUEZ- |
| MICHAEL | NEDD |
| WAYNE | MARTIN |
| HEATHER | GORDON |
| MARCY | FARLEY |
| WILLIAM | SHEEHAN |
| KRISTINE | KEATING |



RECEIVED

2300 Southern Boulevard · Bronx, NY 10460 · USA · T- 718.220.5100

06 OCT 24 AM 11:01

October 19, 2006

DC 37 RESEARCH

Lillian Roberts
Executive Director, District Council 37
District Council 37
125 Barclay Street,
New York, NY

Dear Ms. Roberts:

In addition to the changes made in the attached collective bargaining agreements between the Wildlife Conservation Society (the "Society") and District Council 37 and its Chapter Units located within Flushing Meadows/Corona Park and Prospect Park and in Central Park, affiliated with Local 1501 of the American Federation of State, County, and Municipal Employees, AFL-CIO (the "Union") for the period January 1, 2006 through December 31, 2008 ("CBAs"), the Society wishes to confirm the following:

1. The parties will meet within 45 days of signing of the CBAs. At that time, the parties will schedule regular meetings of a Labor-Management Committee to discuss topics related to the Queens Wildlife Center, the Prospect Park Zoo and the Central Park Zoo (the "City Zoos"). Among other topics, the Labor-Management Committee will discuss the issues (as they relate to the City Zoos) of refrigerators and water coolers at installations where keepers and senior keepers are assigned, a 10-hour, 4-day workweek pilot program, Security Department employees' boots, allocation of uniforms to employees, and the title of primary keeper.
2. The Society will, two times a year, notify Union employees of their sick leave balance, annual leave balance, and balance of unused earned days.
3. The Society will create two new "Wild Animal Keeper" positions at the Central Park Zoo.

Sincerely,

Miriam Benitez
Vice President, Human Resources
Wildlife Conservation Society

cc: Marty Zybura, President, Local 1501
Frank Burns, DC-37

11

11

11

11

11

11

11