

**AGREEMENT**

**ENTERED INTO BY AND BETWEEN**

**THE WILDLIFE CONSERVATION SOCIETY**

**AND**

**DISTRICT COUNCIL 37**

**AND IT'S AFFILIATED LOCAL 1501**

**OF THE**

**AMERICAN FEDERATION OF STATE, COUNTY,**

**AND MUNICIPAL EMPLOYEES, AFL-CIO**

**JANUARY 1, 2011 - DECEMBER 31, 2013**

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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 affiliated LOCAL 1501 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "UNION" for the period of January 1, 2011 to December 31, 2013).

WITNESSETH:

WHEREAS, the parties desired to enter into a new collective bargaining Agreement relating to terms and conditions of the employment of some of the employees of the Society.

NOW, THEREFORE, it is agreed as follows:

**ARTICLE 1**  
**BARGAINING UNIT**

The Bargaining Unit represented by the Union shall include all employees employed on a full time basis in any of the following titles at the Wildlife Conservation Society's Bronx Zoo - or the Wildlife Conservation Society's New York Aquarium:

Unit A – Maintenance and Operations

Zoological Park Attendant

Aquarium Attendant

Senior Zoological Park Attendant

Supervising Zoological Park Attendant

Assistant Zoological Park Maintainer

Zoological Park Maintainer (except those having disciplinary or supervisory responsibilities of which there are now 2)

Assistant Aquarium Maintainer

Supervising Zoological Park Maintainer (except those having disciplinary or supervisory responsibilities of which there are now 2)

Animal Keeper\*

Senior Animal Keeper\*

Tankman Collector

Senior Tankman Collector

Laborer  
Gardener  
Assistant Gardener  
Park Foreman (except those having disciplinary or supervising responsibilities of  
which there are now 2)  
Motor Vehicle Operator  
Motor Vehicle Dispatcher  
Supervising Motor Vehicle Operator  
Ticket Agent (Gateman)

Unit B - Guest Services

Storekeeper  
Unit Manager, Cafeteria  
Unit Manager, Zoobar  
Unit Manager, Flamingo Terrace  
Unit Manager, Aquarium  
Assistant Unit Manager  
Chef  
Cafeteria Cook  
Zoological Vending Machine Attendant  
Busboy  
Cafeteria Cashier  
Facilities Storekeeper  
Zoological Park Officer  
Aquarium Watchman

\*For the purposes of pay orders, Animal Keepers shall be paid according to the Menagerie Keeper pay order and Senior Animal Keeper shall be paid according to the Senior Menagerie Keeper pay order.

Within two (2) months following the signing of this Agreement and after furnishing an advance copy to the Union for consultation purposes, the Society shall then forward a job description for the title "Primary Keeper" to the City of New York Office of Labor Relations ("OLR") with an accompanying cover letter signifying the need of the Society for said title and requesting inclusion of said title for tri-partite bargaining. Upon recognition of said title by OLR, it shall be included in the bargaining unit.

The term, "employees", as used herein, is limited to employees in bargaining unit as defined in this Article. It does not include probationary employees as defined in Article 14.

## 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 units.

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 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 of this Agreement.

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

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. 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 continue to make, and 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 provisions of the Career and Salary Plan of the City of New York in effect at the date of this Agreement and as amended from time to time, to the extent applicable and not inconsistent with Society job descriptions, shall control

the job classifications and wage rates and hours of the employees in bargaining unit, subject, however, to the provisions of Section E of this Article 4.

B. Automatic salary increases and advancements in grade shall be granted to employees in the bargaining unit as required by the Career and Salary Plan of the City of New York as long as the same is in effect with respect to the Society, subject, however, to the provisions of Section E of this Article 4.

C. Wages for employees in the bargaining unit shall be paid every second Friday for the previous two week period.

D. Effective upon the signing of this Agreement, employees who are assigned to, and in fact, 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 is assigned to perform the work of the higher title.

E. The wages of all incumbent Bargaining Unit Guest Services employees shall be increased as follows:

<u>AMOUNT</u>	<u>DATE</u>
3% of the employees' 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 (10<sup>th</sup>) 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 (15<sup>th</sup>) 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 employees in the bargaining unit who perform same except to any 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 for "City- reimbursed" employees in the bargaining unit, not exceeding, however, the rate(s) or amount(s) which, with respect to City reimbursed employees, 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 monthly to the City vouchers for payments 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, backhoe, packer-loader (garbage truck), or bulldozer, shall be paid to employees in the bargaining unit who operate any of same, except to any employee (a) who operates same during less than four hours in any single day; or (b) who operates same on day when another employee in the bargaining unit already has operated same for at least four 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 for "City-reimbursed" motor vehicle operators in the bargaining unit, not exceeding, however, the rate(s) or amount(s) which, with respect to City-reimbursed employees, 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.

Motor Vehicle Operators who are desirous of operating any of the aforementioned items of equipment for which a vehicle differential may be paid shall be afforded training concerning the operation of same, and shall be allowed a reasonable period within which to qualify. Motor Vehicle Operators, whenever practicable, shall be given preference of assignment to operate the equipment for which they are qualified and for which vehicle differential may be paid.

F. 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.

G. The Society shall deduct from the wages of an employee who submits to the Society 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.

H. 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.

I. 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 noncompliance, 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, demands, liabilities, lawsuits or any other form of action 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.

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

The Society shall issue separate checks to employees for all retroactive wage increases pursuant to any general increment occurring during the lifetime of this Agreement.

## 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, except that the normal work week of employees in particular jobs currently (at the time of the execution of this Agreement) being performed pursuant to a schedule differing from five consecutive days during a seven day week, shall conform with the current practice. 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, whether of not successive, 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 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 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 collecting of animals either for the Zoo or Aquarium shall be regarded as regular activity of the Society. All time spent collecting animals for either the Zoo or the Aquarium 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 collecting activities at the New York Zoological Society, it shall be voluntary with the employee whether or not he will go on a collecting trip.

Employees in the bargaining unit who are 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 hours.

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).

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

**ARTICLE 6**  
**HOLIDAYS**

A. For employees in the bargaining unit (exclusive of laborers who shall receive holidays in accordance with the determination made under Section 220 of the Labor Law), 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 to City-reimbursed 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, 2004 to reduce these balances. Leave balances shall be reconciled between the Society'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 in the bargaining unit hired on or before the date that this Agreement is signed on the following basis:

<u>CATEGORY</u> <u>ALLOWANCE</u>	<u>MONTHLY</u> <u>ACCRUAL</u>	<u>MAXIMUM</u> <u>ANNUAL LEAVE</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)

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, 2005 on the following basis:

<u>CATEGORY ALLOWANCE</u>	<u>MONTHLY ACCRUAL</u>	<u>MAXIMUM ANNUAL LEAVE</u>
Employees who shall have completed 15 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 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 15<sup>th</sup>, May 15<sup>th</sup>, August 15<sup>th</sup> and November 15<sup>th</sup>) 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 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 days, 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 year shall lapse, 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 in the bargaining unit hired on or before the date that this Agreement is signed. Sick leave credit with full pay of .0834 of one work day per month of service shall be credited to all employees in the bargaining unit hired after the date that this Agreement is signed. 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. No provision herein shall be construed either to increase or decrease the sick leave accumulated for any employee as of the effective date of this Agreement.

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 days 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 or 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 permanent 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 General Director's sole discretion and the decision of the General 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, including the holiday (b) the employee's scheduled annual leave day, or (c) the employee's scheduled earned leave day, approval of sick leave is discretionary. Such discretion shall be at the reasonable discretion of Management and shall be based on the individual employee's length of service, sick leave record, medical documentation if any, and the particular circumstances of the event.

## ARTICLE 9 OTHER AUTHORIZED ABSENCES WITH PAY

A. Worker's Compensation – In the event an employee in 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 a 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 they shall be granted three work days, with an addition of up to two work days in those instances where 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, child, brother, sister, mother, father, 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 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 10**  
**AUTHORIZED ABSENCES WITHOUT PAY**

A. Other leaves of absences required by law shall be granted without pay for employees in the bargaining unit.

B. Employees who are officers of the Union or delegates duly elected by the Union not exceeding four in number, 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. If two or more Union officers or duly elected delegates work in the same department and seek to take leave without pay at the same time, the Department may, for operational reasons, deny the leave. The Department will respond to the Union officers' or duly elected delegates' request(s) for leave under this paragraph within no more than ten days from the date that the request is submitted to the Department. In the event that a request for leave is denied, the Department shall explain the reasons for the denial to the affected employee(s). Once the Department grants the request for leave under this paragraph, such leave will not later be denied except in extenuating circumstances.

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 the notice in the case of a pregnant employee, and, for other employees, immediately 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.

Upon expiration of the period of leave of absence, the employee shall be reinstated in the employee's position that was held at the time of the beginning of the leave, or, if the same position is not then immediately available to an equivalent position to be held until such time as when the original position becomes available.

D. Leaves of absence without pay not herein before mentioned may be granted only in exceptional circumstances in the discretion of the Society and after written approval therefore 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 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**

Effective May 21, 1966, the Society has entered into participation in the New York City Health Program as authorized by City Council action on December 28, 1965. The Society has obtained 120-day Blue Cross rider separate from the New York City Health Program on top of the 21-day Blue Cross coverage provided 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.

No portion of the premium for the 120-day Blue Cross that has been obtained by the Society outside of the New York City Health Program or for surgical-medical coverage provided under the New York City Health Program without extended benefits option shall be paid by the employees or their dependents. 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 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 for City-reimbursed positions and by the Society for Society-paid positions.

**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 in the following job classifications shall be by reverse seniority, regardless of department or shop:

Assistant Zoological Park Maintainer  
Zoological Park Attendant

Motor Vehicle Operator  
Senior Motor Vehicle Operator

Busboy  
Aquarium Attendant  
Assistant Aquarium Attendant  
Supervising Zoological Park Attendant  
Laborer  
Gardener  
Assistant Gardener  
Ticket Agent (Gateman)

Storekeeper  
Unit Manager  
Assistant Unit Manager  
Cafeteria Cashier  
Motor Vehicle Dispatcher  
Facilities Storekeeper  
Zoological Vending Machine  
Attendant

For all other titles, it being recognized that there may be several classifications under a single job title—including but not limited to the maintenance family of titles in the following classifications: plumbing shop, machine shop, carpentry shop, paint shop, electric shop; and the keeper family of titles in mammals, birds, and reptiles—layoffs shall be by reverse seniority, with the understanding that the Union and Management shall meet to discuss the details, circumstances and procedure to govern those layoffs.

The title classifications in the preceding paragraph are for layoffs purposes only. During normal business operations and in conjunction with Article I of this agreement, Maintainers will either be Supervising Zoological Park Maintainers or Zoological Park Maintainers, and Keepers will either be Senior Animal Keepers or Animal Keepers, without regard to shops or departments.

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 any layoffs of employees due to a reduction in staff, rehiring shall be done in order of seniority within the particular classification. The Society shall mail notice to an employee who has been laid off that a 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 a bargaining unit position he or she was promoted from whose duties and tasks are similar to those currently being performed. He or she will dislodge if necessary the least senior employee, 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, as the result of a layoff, employees are bumped down to a lower job title, when a position opens up in the employees' previous job title, employees shall bump back up in order of seniority.

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.

### **Vacations**

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

### **Weekends Off**

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 notices of vacancies in any of the titles in the bargaining unit as full time employees 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. More specifically, the notices of vacancies will be posted on the Bulletin Board of the Park and the Aquarium in the Service Area and in the Bronx Zoo Cafeteria and Mammal Department Office (this latter posting will be restricted to Mammal Department openings). For the period during which the Cafeteria is closed for construction, postings will be located at Zoo Terrace. The Society may simultaneously post provisional Keeper vacancies internally and externally with the understanding that union members shall receive first priority.

B. Simultaneously, a copy of the notice of vacancy shall be sent to the President of 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 following bargaining unit positions: Supervising Zoological Park Maintainer, Zoological Park Maintainer, Aquarium Maintainer, Senior Tankman-Collector, Senior Animal Keeper, and Gardener, those employed in a lower title in the same classification 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 applicants 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. If an employee in the bargaining unit transfers or is transferred to a position not in the bargaining unit and thereafter returns to his former position in the bargaining unit, the period of his 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.

I. 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.

J. In the event an Animal Department is dissolved or eliminated, bargaining unit members affected shall be transferred into other, still existing departments, in the order of seniority.

K. Permanent transfers between the Zoo and the Aquarium shall not be made. Temporary assignments may be made for a period not to exceed one month; such assignments shall not be made to fill an existing vacancy or to displace regularly assigned employees at the Zoo or the Aquarium. Transfers between the Zoo and the Aquarium shall not be used as disciplinary action.

### **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 2 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 as per 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. Aquarium tankmen-collectors and Aquarium maintainers shall be issued an annual issue not to exceed eight such garments.

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 Animal Keepers, whose jobs result in premature destruction of work shoes, replacement of said work shoes shall be subject to the following

procedure: 1. The affected Animal Keeper shall submit a written request to the Society's Department of Human Resources, with a copy to his/her immediate supervisor requesting replacement of work shoes. A specific reason for the request must be included; 2. The affected Animal Keeper will provide either: a. a store receipt documentation that includes the date and purchase price 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; 3. The Department of Human Resources 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 FOLDERS**

Employees who have either been terminated by the Society or resigned may, within sixty (60) days of the date of such notice, make an appointment to visit the Human Resources Department and view his or her permanent personnel folder.

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.

The Society places notices of disciplinary action or dismissal into an employee folder only after giving such notices to the affected employee.

**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.

### **ARTICLE 21** **UNION RIGHTS AND RESPONSIBILITIES**

A. The Union shall have the right to display on the bulletin boards designated by the Society in the Service Area 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. Changes in the printed Wildlife Conservation Society Employee Rules and Regulations will be made after providing the union with two weeks advance written notice.

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 shall acknowledge receipt of discipline 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. The President of Local 1501 or his/her designee shall be eligible to attend the Bronx Zoo and Aquarium Safety Committee meetings as a participating committee member.

**ARTICLE 22**  
**DC 37 CULTURAL INSTITUTION HEALTH & SECURITY PLAN**

There shall be a District Council 37 Cultural Institution Health & Security Plan established by the Union which shall provide dental and medical benefits for all regular employees included in the bargaining unit and for their families. The effective date for institution of payment by the Society to the Health & Security Plan shall be the date when, as and if the City of New York furnishes funds to the Society on behalf of all regular City-reimbursed employees in the bargaining 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.

The Society agrees to further provide for its bargaining unit employees the additional benefits of Legal Services and Educational benefits. Such inclusion by the Society of its employees in the bargaining unit shall be effective at the date when the City of New York provides for the Society on behalf of all regular City-reimbursed employees on an entity rather than title-by-title, basis, which funds are designated for the purpose of covering such payment and shall be in an amount sufficient therefore. Both the Society and the Union agree that there shall be no duplication of payments made to any employee under the Educational Benefits provision.

The Society shall continue payments to the District Council 37 Cultural Institutions Health and Security Plan on behalf of each employee in the bargaining unit 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.

If during this Agreement the City of New York shall approve an increase or decrease in the rate of contribution to said Health and 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 and 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 and Security Plan and/or in the operation or administration of said Health and 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 and 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 and Security Plan and Trust (the "Trust") at such time as its Trustees so decide. The Society agrees that it will make the contributions into the Trust effective January 1, 1980 provided that the Trust has qualified under Internal Revenue Code S501 (c) (9) as a voluntary employees' beneficiary association and that any funding arrangement entered into on behalf of the Trust shall 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. All 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 in the bargaining unit shall continue to be determined and defined by the Society.

B. The Society agrees that within three (3) months following the effective date of this Agreement and after furnishing advance copies to the Union for consultation purposes, the Society will issue written descriptions which will reflect the current duties for the titles and positions in the bargaining unit, 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 a 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 in "C" 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 CHECK OFF**

A. Solicitation by the Union of Society employees for purposes of political contribution deduction check off 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 check off 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 check off.

#### 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 strikes, work stoppage, walkouts, slow-downs, sitdowns, mass absenteeism, picketing, boycotts, 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 negotiations. The only titles to which such exemption applies are animal keepers, zoological park maintainers, and aquarium maintainers. It is further agreed that this limited exemption is subject to the provisions of the Agreement between the parties dated May 9, 1961, 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 the protection of the animals.

ARTICLE 28

This Agreement shall not in any way be interpreted as qualifying, amending, superseding or canceling the Agreement of May 9, 1961, setting forth conditions of Union recognition and Union dealing, attached hereto and incorporated herein as Exhibit B.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 7<sup>th</sup> day of September, 2011

WILDLIFE CONSERVATION SOCIETY

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



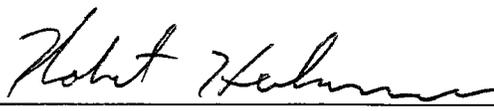
*Executive*  
Robert A. Cook V.M.D., M.P.A.,  
Senior Vice President,  
Living Institutions



Lillian Roberts, Executive Director  
District Council 37



Herman D. Smith, Vice President  
Human Resources



Robert Herkommer, President  
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 you to deduct from my  
(Date)  
earnings each \_\_\_\_\_ a sufficient amount to provide for the regular  
(Payroll Period)  
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 the Local Union No. 1501 of the  
American Federation of State, County and Municipal Employees, and represents  
payment of my Union dues or service charge.

March 26, 2009

Lillian Roberts  
Executive Director, District Council 37  
Robert Herkommer  
President, Local 1501  
District Council 37  
125 Barclay Street  
New York, N.Y.

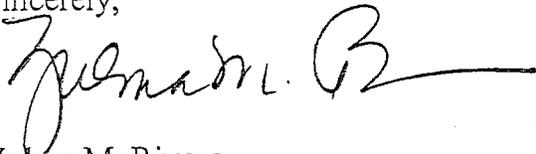
Dear Ms. Roberts and Mr. Herkommer:

In an effort to simplify the application for those who will administer Article X, Section C of the 2008-2010 collective bargaining agreement, the following language is introduced to address the matter:

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. Should the employee not return to active employment upon expiration of the period of leave, the employee will be considered to have abandoned his/her job.

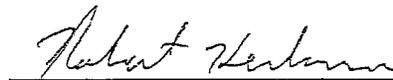
All parties agree to use this language to address the Personal Leave of Absence provision, Section C as stated above.

Sincerely,



Zulma M. Rivera

Accepted and Agreed:



Robert Herkommer  
President, Local 1501

Date: 3/27/09



Lillian Roberts  
Executive Director, DC 37

Date: 3/27/09

March 26, 2009

Zulma M. Rivera, PHR  
Human Resources Director  
Human Resources  
Wildlife Conservation Society  
2300 Southern Boulevard  
Bronx, New York 10460

Dear Ms. Rivera,

This letter serves to confirm the mutual agreement reached between the Society and District Council 37, Local 1501 ("WCS Union Members") regarding laundry facilities.

The Society hereby agrees to purchase an additional washer and dryer to keep on premises in the event a machine breaks down there can be an immediate replacement.

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

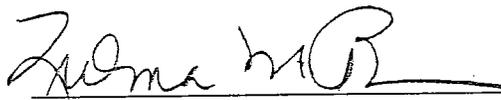
Thank you for your assistance in this matter.

Very truly yours,



Dennis Sullivan

Accepted and Agreed:



Zulma Rivera  
Human Resources Director  
Wildlife Conservation Society

Date: 4.10.09