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For additional information on the ILR School - http://www.ilr.cornell.edu/
A COLLECTIVE
AGREEMENT
ENTERED INTO BY AND BETWEEN
THE WILDLIFE CONSERVATION SOCIETY
AND
DISTRICT COUNCIL 37
AND ITS CHAPTER UNIT
LOCATED WITHIN PROSPECT PARK
AFFILIATED WITH LOCAL 1501
OF THE
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO

JANUARY 1, 2009 – DECEMBER 31, 2013
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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 Prospect 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.
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 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 Human Resources 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
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
Memorial Day  Thanksgiving Day  
Independence Day  Christmas Day  

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

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

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

   -OR-

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

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

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 a 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:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>MONTHLY ACCRUAL</th>
<th>LEAVE ALLOWANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employees who shall have completed 14 years of service</td>
<td>2 and ¼ days per full calendar month of service</td>
<td>27 work days (5 weeks &amp; 2 work days)</td>
</tr>
</tbody>
</table>
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 Prospect 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
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 remain 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.
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.
position opens up in the employee’s previous job title, employees shall bump back up in order of seniority.

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

D. 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 Human Resources Department an employment application form to be submitted to the human resources office 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,
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.
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
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 Prospect Park Zoo shall not be opened to the public shall be excluded from the computation of "work days" as said term is used in this Article. 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
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.
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
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 hereunto set their hands and seals this 9th day of February, 2012.

WILDLIFE CONSERVATION SOCIETY

BY: JAMES BREHENY
EXECUTIVE VICE PRESIDENT
WILDLIFE CONSERVATION SOCIETY

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

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

BY: HERMAN SMITH
VICE PRESIDENT, HUMAN RESOURCES, WCS

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.
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.
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**  
President, Local 1501  

Date: 11/21/05

**Lillian Roberts**  
Executive Director, DC 37  

Date: 11/23/05
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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