

Collective Bargaining Demands
Local 1665, District Council 37, AFSCME, AFL-CIO

STATEN ISLAND ZOOLOGICAL SOCIETY, INC

Presented: December 11, 2007

1. There shall be a three (3) year agreement January 1, 2008 – December 31, 2010.
2. All terms and provisions of the DC 37 Memorandum of Economic Agreement effective March 3, 2008 will be in effect.
3. Article XV Uniform and Tools: (a) shall be amended to increase the safety shoes and /or work related clothing allowance for employees in the Maintainer Occupational Group to (\$120) one hundred twenty dollars.
4. Article XV (f) shall be amended to increase the number of shirts and pants provided annually to Keepers to (5) five per person.
5. Article XV (m) shall include insulated vests and hooded sweat shirts
6. S I Zoo Baseball caps shall be issued as part of the Uniform
7. A water cooler shall be provided in commissary.
8. Time balance shall be included on the paycheck.

The Union reserves the right to amend or add to these proposals, until a final agreement is reached

AGREEMENT
BETWEEN
STATEN ISLAND ZOOLOGICAL SOCIETY, INC.

AND

DISTRICT COUNCIL 37 AND ITS AFFILIATED LOCAL 1665
OF THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

EFFECTIVE: JANUARY 1, 2004 THROUGH DECEMBER 31, 2006

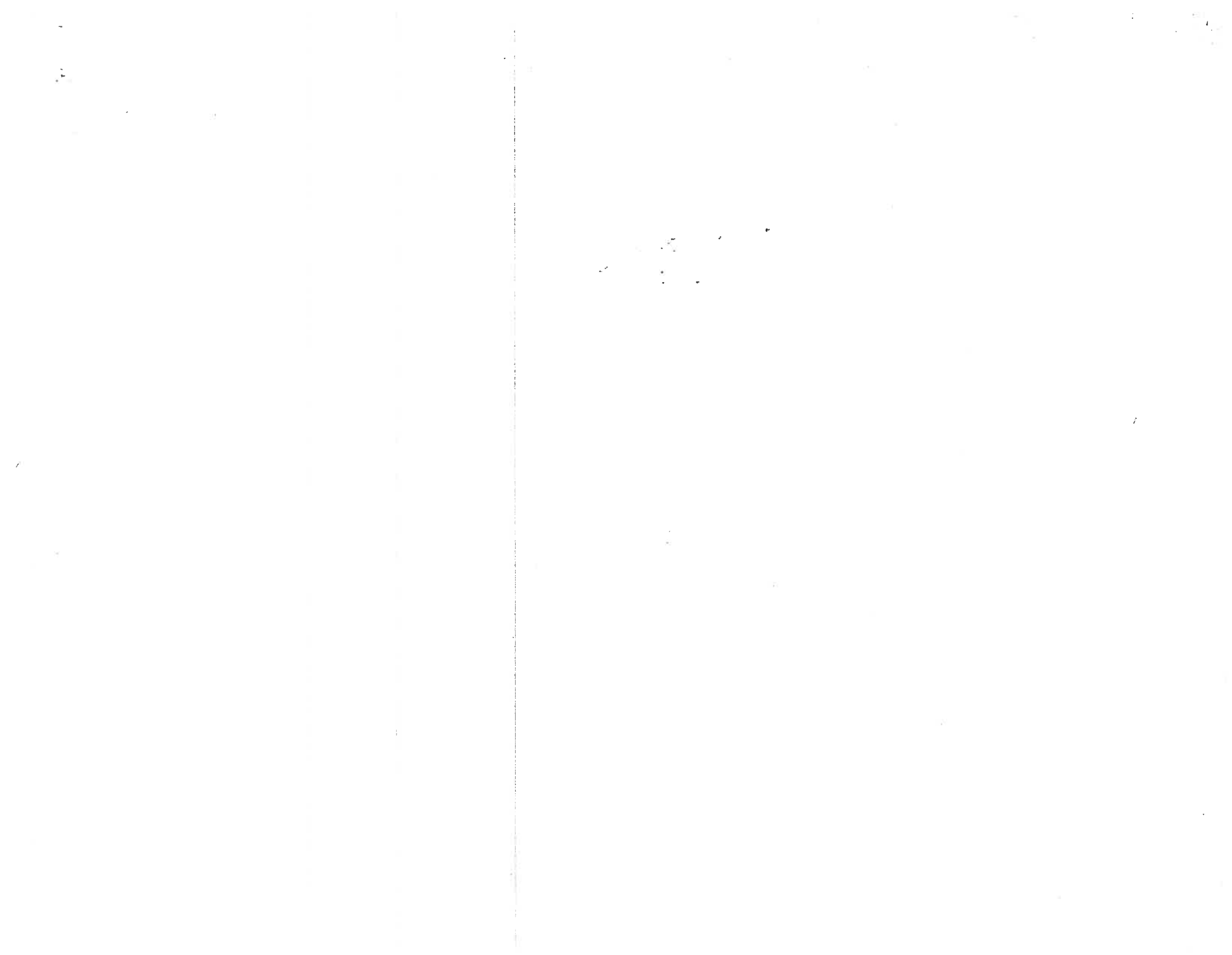
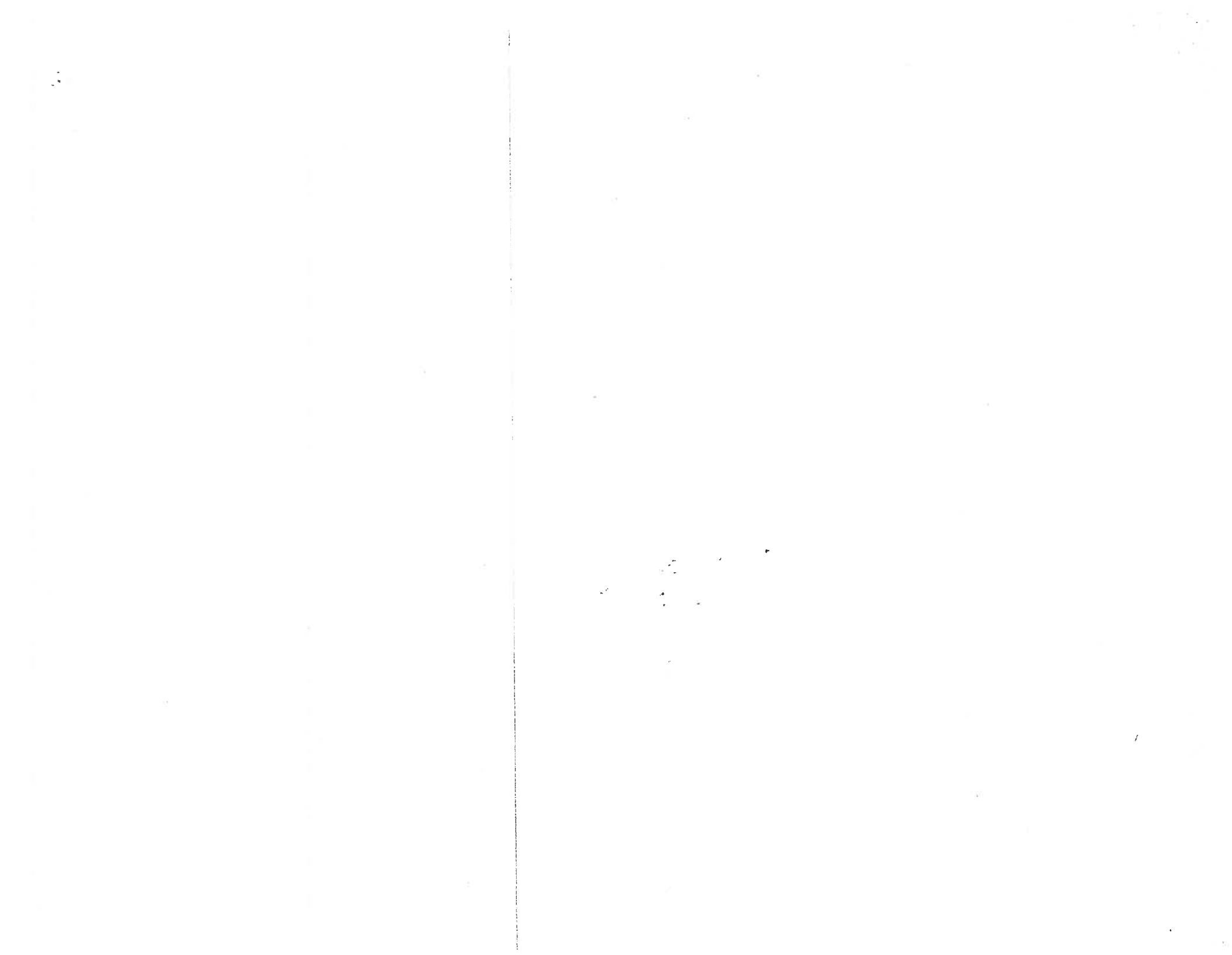


TABLE OF CONTENTS

ARTICLE	PAGE
AGREEMENT.....	1
APPLICATION OF THE CITY-WIDE CONTRACT	16
ARBITRATION PROCEDURE	10
BREAK PERIODS	15
CITYWIDE AGREEMENT ON VOLUNTARY BENEFITS.....	19
CLASSIFICATIONS	11
CONTINUITY OF OPERATIONS	6
DEDUCTION OF DUES	3
<hr/>	
DURATION OF AGREEMENT.....	20
EMPLOYEES COVERED	2
EQUAL EMPLOYMENT OPPORTUNITY	2
GRIEVANCE PROCEDURE	8
INSURANCE, PENSION AND DEATH BENEFITS	5
LABOR MANAGEMENT COMMITTEE	15
POLITICAL CHECKOFF	18
PREAMBLE	1
RESPONSIBILITIES OF THE ADMINISTRATION	6
SAVINGS	19
SENIORITY, HIRINGS AND PROMOTIONS	11
SENIORITY IN LAYOFFS AND VACATIONS.....	12
UNIFORMS AND TOOLS	13
UNION RECOGNITION	1
UNION RIGHTS	8
WAGES.....	4



AGREEMENT

AGREEMENT entered into on January 1, 2004 to December 31, 2006, by and between the STATEN ISLAND ZOOLOGICAL SOCIETY, INC., a corporation organized under law of the State of New York, hereinafter call the "Society," and DISTRICT COUNCIL 37 and its affiliated LOCAL 1665 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter call the "Union".

Only the provisions in the City-Wide Agreement between the City of New York and the Union specifically adopted by the Society in this Agreement shall be included by reference.

PREAMBLE

Recognizing that the establishment and maintenance of the highest possible performance and service standards are essential to the efficient and proper operation of the Staten Island Zoological Society, and that the legitimate and mutual interest of the employees, the public and the Staten Island Zoological Society are directly related to the quality and efficiency of the facilities and services provided by the Employer, it is the intent and purpose of this Agreement to provide orderly collective bargaining relations between the Society and the Union, to provide a procedure for the prompt and peaceful adjustment of disputes or differences which might arise from time to time, to provide for the implementation of the rights and benefits of the employees as described in this Agreement, to provide for the performance of work by the employee in a conscientious and skillful manner which will further efficiency and economy of operations and quality of performance, and to assure the continuity of the operations, facilities and services under the jurisdiction of the Staten Island Zoological Society.

ARTICLE I UNION RECOGNITION

Paragraph 1.0 Sole Representative. The Society recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours and conditions of employment of all employees in titles in the respective collective bargaining units listed in Article II.

Paragraph 1.1 Exclusive Recognition. The Society agrees that during the term of this Agreement, it will not recognize any other union as the representative of the employees herein described unless required to do so by law.

Paragraph 1.2 Non-Discrimination. The Society will not interfere with the right of any employee to become a member of the Union. The Society and the Union shall not discriminate against, interfere with, or coerce any employee because of his/her membership or lack thereof in the Union.

ARTICLE II
EQUAL EMPLOYMENT OPPORTUNITY

The Society and the Union agree that neither shall discriminate in applying the provisions of this Agreement because of race, color, national origin, religious creed, sex, veteran status, disability, marital status, or age, as defined by federal and New York State statutes, where the individual has the ability to perform the functions of the job.

This Article is subject to the grievance procedure, up to but excluding arbitration.

ARTICLE III
EMPLOYEES COVERED

Paragraph 3.0 Covered Employees Defined. For purposes of this Agreement, the terms "employee" and "employees" shall mean any person, whose position is funded in whole or part by the City of New York and employed by the Society on a regular full-time basis (i.e., thirty-five (35) or more regularly scheduled hours per week) at this Zoological Park located at 614 Broadway, excluding temporary, seasonal, per diem, confidential employees, and employees whose wages are funded by sources other than City of New York, in the below listed titles:

UNIT A

Managerie Keeper
Zoological Garden Maintainer
Attendant Guard
Assistant Maintainer
Gardener
Graphic Artist
Office Aitle

UNIT B (Supervisory)

Principal Administrative Associate
Senior Managerie Keeper
Supervising Maintainer
Supervising Managerie Keeper

Paragraph 3.1 New Titles. When the Society creates a new title relating to work covered by this Agreement, or substantially modifies existing job specifications of covered titles, it shall notify the Union before putting the title into effect and shall consult with the Union concerning inclusion of the title in the bargaining unit.

ARTICLE IV
DEDUCTION OF DUES

Paragraph 4.0 Deduction of Dues.

- (a) The Society shall deduct from the wages and turn over to the Union the regular Union dues of members who have authorized such deduction in writing in a form acceptable to the Society.
- (b) The Society shall not be liable to the Union for any error in making or failing to make any deduction required by the provisions of this Article. The Union shall indemnify and save the Society harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Society for the purpose of complying with any of the provisions of this Article. The Union agrees that the Society shall have the right to decline to make a deduction or deductions required by the provisions of this Article if deemed necessary or prudent by the Society to protect itself against assignments, attachments or liens against the wage of an employee which, in the judgment of the Society, are or may be superior to any deductions authorized pursuant to the provisions of this Article. The Union agrees that nothing in this Article shall be construed to obligate or require the Society to take any action contrary to law or to government statutes or regulations.

Paragraph 4.1 Agency Service Fee. Each full-time employee covered by this Agreement who fails to acquire or maintain membership in the Union shall, during the term of this Agreement, be required as a condition of employment beginning on the ninetieth (90th) day following the Agreement or on the ninetieth (90th) day following the beginning of employment with the Society, whichever occurs later, to pay to the Union a charge as a contribution towards the administration of this Agreement and the representation of the employees. The service charge shall be in an amount which is an equivalent percentage of the receipts received by District Council 37 that are expended for servicing and representing employees in collective bargaining, grievance handling and arbitration, as calculated by the Union and shall be paid according to the procedures uniformly applied by the Union.

Paragraph 4.2 Indemnifications. The Union agrees to and does hereby indemnify, defend and save the Society harmless from and against any and all claims, demands, 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 Employer in reliance upon information furnished to the Employer by the Union for the purpose of complying or enforcing with any of the provisions of this Article.

Paragraph 4.3 Non-Compliance.

- (a) In the event that any employee fails to comply with this Article, the Union shall

notify the Society in writing by registered mail of such lack of compliance and shall accompany such notice with a request that the employee be terminated. A copy of such notice shall be sent by the Union to the employee by registered mail. Within seven (7) days of the receipt by the Society of a request for termination of an employee for failure to pay membership dues or a service fee, or within a longer time if absolutely necessary in order to find a replacement, the employee will be terminated provided that such termination is permitted by law. The employee shall in all cases be given a reasonable period of time, of at least seven (7) days from actual notice of delinquency, within which to pay such membership dues or service fee. The Society may rely upon the statements and information received from the Union and shall not be required to investigate the accuracy of such statements or information.

- (b) The Society shall not be liable to the Union for any error in making or failing to make any deduction required by the provisions of this Article. The Union shall indemnify and hold the Society harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Society for the purpose of complying with any of the provisions of this Article. The Union agrees that the Society shall have the right to decline to make a deduction or deductions required by the provisions of this Article, if necessary, to protect the Society against assignments, attachments, or liens against the wages of an employee which are or may be superior to any deductions authorized pursuant to the provisions of this Article. The Union agrees that nothing in this Article shall be construed to obligate or require the Society to take any action contrary to law or to government statutes or regulations.

ARTICLE V WAGES

Paragraph 5.0. Wages and Titles. The wages of employees covered by this Agreement whose salaries are funded by the City of New York shall be paid in accordance with the terms of the applicable Orders of the City of New York that have been adopted by the Society, and if the City of New York has provided the funds specifically for this purpose. It is understood that the titles under which such employees are reimbursed in no way describe or limit the work performed by employees in those titles. This does not alter the right of the Society to grant and determine the amount of a wage supplement that may be paid by the Society to an employee from the Society's private funds.

Employees required to perform the duties of the following higher title on an acting basis for at least fifteen (15) consecutive days shall receive the pay for the higher title retroactive from the date of assignment: Senior Manageric Keeper, Supervising Manageric Keeper, Maintainer, Supervising Maintainer.

ARTICLE VI
INSURANCE, PENSION AND DEATH BENEFITS

Paragraph 6.0. Society's Obligation. The provisions of this Article 6 shall be conditioned on the City of New York providing funds necessary of each specific following benefit, and the Society's obligation shall be limited to the extent that the City of New York provides such funds.

Paragraph 6.1. Pension and Life Insurance. All employees shall be enrolled in the Cultural Institutions Retirement System (CIRS) and the Cultural Institutions Group Life Insurance Plan (CIGLI), provided the employee is eligible for membership in the CIRS and CIGLI. Such membership shall be a condition of employment, and each employee so eligible for membership in such system and plan shall fill out the required membership applications. Employees shall contribute to the CIRS through payroll deductions the amounts required of employees under the Rules and Regulations of the Plan as amended from time to time. This Paragraph 6.1 shall be contingent upon the payment of contributions to the CIRS by the City of New York, on behalf of eligible employees, in the amounts required under the Plan as amended.

Paragraph 6.2. Health Insurance. Employees whose hospital and medical surgical benefits are funded by the City of New York shall be eligible to be covered under the City of New York's Choice of Health Plans.

Paragraph 6.3. Accidental Death Benefits. If an employee dies during the term of this Agreement because of an injury arising out of and in the course of his/her employment through no fault of his/her own, and in the proper performance of the employee's duties, a payment of Twenty-Five Thousand Dollars (\$25,000) shall be made from funds other than those of the Retirement System in addition to any other payment which may be made as a result of such death. Such payment shall be made to the beneficiary of the employee, and if no beneficiary is designated, then to his/her estate.

Paragraph 6.4. Health and Security Fund.

- (a) The Society agrees to participate in the Trust known as the "District Council 37 Cultural Institutions Health and Security Plan Trust" (hereinafter called the "Trust"). The Society further agrees to contribute, on behalf of employees covered by this Agreement and who are eligible to receive benefits under the Trust, such sums as are necessary to provide for the benefits set forth under the Trust; provided, however, that the City of New York provides the funds to the Society to make such contributions; and provided further that the contribution per eligible employee made by the Society to the Trust shall be equal to, and shall in no event exceed an amount equal to that amount funded per employee by the City of New York for the payment of supplemental health and welfare benefits. The Society shall provide the District Council 37 Cultural Institutions Health and Security Plan Trust with a continuing listing of employees covered by the Agreement, including name, title and social

security number.

- (b) All covered employees whose salary and benefits are reimbursed by the City of New York who have been separated from service by retirement subsequent to June 30, 1970, shall be covered by the Cultural Institution Plan Trust on the same contributing basis as incumbent employees, providing that the City of New York provides the necessary funds specifically for this purpose.

ARTICLE VII CONTINUITY OF OPERATIONS

Paragraph 7.0 No Interruption of Work. The Union and the employees agree that they will not for any reason, including labor practice or sympathy action, directly or indirectly assist, authorize, cause, condone, encourage, induce, finance, permit, sanction, sponsor, support, threaten, or participate in any strike, walkout, sit-down, slowdown, boycott, picketing, work stoppage, refusal to work, withholding of services, or any other direct or indirect interruption of or interference with the operations, services or any of the functions of the Society. During the period of negotiations between the Union and the Society, including mediation, said negotiations shall be conducted without threats of sanctions or strikes by the Union. Any claim or suit for damages by the Society resulting from a violation of this Article shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE VIII RESPONSIBILITIES OF THE ADMINISTRATION

Paragraph 8.0 Responsibilities Defined. The Union and the employees agree that the right to operate and manage the affairs of the Society, the right to select and direct the working forces and the right to control and direct the use of its equipment, facilities and properties, are vested exclusively in the Society. These rights include, without being limited to, the following:

- (a) To control, determine and change the manner and the extent to which the Society's equipment, facilities and properties shall be operated, increased, discontinued, temporarily or permanently in whole or in part by sale or otherwise, decreased or located and to introduce, operate and change new or improved methods, facilities, techniques and processes;
- (b) To control, determine and change starting times, shifts, number of hours of work, overtime, training and working assignments and schedules after discussing the same with the Union;
- (c) To select, test, train and determine the ability and the qualifications of the employees and the number of employees assigned to any work assignments; to

employ, assign, promote, discipline, discharge, lay off, transfer and retire the employees and to determine and make changes in job contents and standards, the frequency and standards of inspection; to establish, combine, change or abolish job classifications and to establish content of new job classifications and to determine and make changes in the size and composition of the work; to limit Union activities beyond the scope permitted by this Agreement, the distribution of literature and solicitation for money or other purposes on the Society's premises and during working hours;

- (d) To establish, distribute, modify and enforce rules of employee conduct and safety and manuals of operating procedures and safety regulations and control, direct and change facilities and services on Society premises for the use or benefit of the employees; to maintain discipline and order and to maintain or improve efficiency within its operations;
- (e) To determine, control and change the methods of furnishing services to the patrons of the Zoological Park and the residents of the City of New York, the type of service to be provided, the size of and the equipment to be used, and to obtain from any source and to contract and subcontract for equipment, materials, services and supplies;
- (f) To establish and change any form of employment benefits not mentioned in this Agreement or which are in excess of and in addition to those provided in this Agreement;
- (g) All other rights pertaining to the operation and the management of the business and the affairs of the Society and not expressly limited by any specific provision of this Agreement and to the establishment and change of conditions of employment not specifically given in this Agreement to the Union or to the employees.

The failure by the Society to exercise any of the rights as provided in this Article shall not be construed as a waiver of these rights. The provisions of this Agreement shall not limit or be construed to limit or restrict the inherent and the common law right of the Trustees and the Administration of the Society to control, direct, manage and make changes in the operations and the affairs of the Society.

Except when it can be reasonably shown that conduct or action by the Society is in violation of a specific provision of this Agreement, the right of the Society to operate and manage the affairs of the Society as provided for in this Article shall not be subject to the grievance procedure or to arbitrate as provided in this Agreement.

ARTICLE IX UNION RIGHTS

Paragraph 9.0. Bulletin Board. The Society agrees to furnish, for the sole use and benefit of the Union, an adequate and appropriate bulletin board in a conspicuous place as determined by the Society at the place of business of the Society, which shall be known or referred to as the Union Bulletin Board. The Union agrees that it will neither cause nor permit the posting of matter which is derogatory to the Society, its employees, its services, its policies, its patrons or supplies. All matters posted shall be dated and signed by a reasonable Union official. Unsigned matter may be removed by the Society.

Paragraph 9.1. Union Meetings. Upon written request to the Director at least one (1) week in advance, the Union shall be permitted to hold a meeting of the employees of the Society on the premises of the Society during the lunch hour of the employees. These meetings shall be for the purposes of conducting regular Union business. Each employee who attends shall be on non-work time. Attendance at the meeting shall in no way interfere with the performance of any employee's duties nor interfere with the business of the Society and shall not cause payment of any overtime under any provisions of this Agreement. The supervisor of the employee will be the individual responsible for determining whether the attendance of any specific employee interferes with the performance of the employees' duties. The Union shall indemnify the Society for any losses which may occur to the Society during the course of such a meeting.

Paragraph 9.2. Union Access. The Business Representative of the Union shall have access to the office of the Society at reasonable periods during the hours when the office of the Society is open for business for the purpose of administering the provisions of this Agreement. The Business Representative of this Union shall, whenever possible, make an advance appointment for such visits with the Director. All matters pertaining to the administration of the provisions of this Agreement shall be initiated at the office of the Director and shall not be handled on the premises under the control or supervision of the Society.

ARTICLE X GRIEVANCE PROCEDURE

Paragraph 10.0. Adjustment of a Grievance. A grievance or complaint of an employee involving the interpretation of or compliance with this Agreement, which shall include disciplinary action without just cause, shall be settled in the following manner:

Paragraph 10.1. Grievance Steps.

- (a) Oral Presentation of Grievance. The employee shall discuss his/her grievance with his/her immediate supervisor within five (5) working days after the occurrence of the action-giving rise to the grievance. At the request of the employee, the Union steward may be present.

(b) Steps.

Step 1: Filing Of A Written Grievance With The Department Head

- (1) If no satisfactory settlement is reached after discussing the grievance with the supervisor, the employee should write down his/her grievance on the grievance form and submit it to the General Curator within one (1) calendar week of the discussion with the supervisor.
- (2) The employee should state the facts of the grievance and the relief desired by the employee.
- (3) Within five (5) working days from receipt of the written grievance form, a meeting shall be held with the General Curator and the employee. The Union steward or Union business representative and the supervisor may be present at this meeting.
- (4) Within five (5) working days of this meeting, a written response to the grievance shall be forwarded to the Union and to the grievant.
- (5) Questions involving the interpretation of this Agreement or affecting the entire bargaining unit may be submitted by the Union at Steps 2 within ten (10) working days after the occurrence giving rise to the question or after when the occurrence could have reasonably been known by the Union.

Step 2: Appeal To The Director

If the matter is not resolved in Step 1, the matter may be appealed to the Director of the Society or his designee within five (5) days of the Step 1 response. A meeting shall be held with the employee and the appropriate Union steward or business representative. A written response to the grievance shall be forwarded to the Union and the grievant within ten (10) working days of receipt of the written grievance.

Paragraph 10.2 Multiple Grievances. Two (2) or more separate current grievances otherwise subject to this Agreement which involves the same matter or question and which affect a group or class of employees, may be consolidated and processed as a single grievance, provided, however, that such procedures shall be subject to all provisions of the Article.

Paragraph 10.3, Waiver Of Time Limits. With the consent of both parties, the time limits in this Article may be waived.

ARTICLE XI
ARBITRATION PROCEDURE

Paragraph 11.0 Selection of an Arbitrator. A grievance not settled after the completion of the grievance procedure that involves the interpretation of or compliance with this Agreement may be submitted to arbitration in accordance with the following procedure:

- (a) The Union may request arbitration by notifying the other party in writing within five (5) working days after notification of the final determination under the grievance procedure.
- (b) Within ten (10) working days after such notification, the party desiring arbitration shall request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of arbitrators. A copy of this request shall be mailed to the other party. The request shall state the provision or provisions of this Agreement allegedly violated and shall state the relief sought.
- (c) The parties may mutually select the arbitrator from the panel. If, however, within ten (10) calendar days from the receipt of the original list the parties fail to agree upon an arbitrator, either party may request the Federal Mediation and Conciliation Service to submit an additional panel. In the event that within seven (7) days a second panel proves to be unsatisfactory, either party may request a third panel. If after the submission of a third panel, the parties fail within seven (7) days to agree upon an arbitrator, then the parties shall immediately select an arbitrator by combining the names of the arbitrators appearing on all three panels into one list. Each party will alternately strike one name until one arbitrator's name remains. The arbitrator whose name is the last remaining name shall be selected by the parties as the arbitrator.

Paragraph 11.1 Authority of an Arbitrator. The arbitrator shall be bound by the specific terms of this Agreement and he shall not have the authority to change or modify the express terms and provisions of this Agreement. In the case of a difference as to whether any dispute or grievance is arbitrable under this Agreement, that question will be determined by the arbitrator before the merits of the grievance or dispute are heard.

Paragraph 11.2 Decision is Final. The decision by the arbitrator shall be final and conclusively binding upon the Society, the Union and the aggrieved employee or employees.

Paragraph 11.3 Arbitration Expenses. The expense of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Society and by the Union. Should the Union elect to request the American Arbitration Association to submit a panel of arbitrators to the parties, the Union shall be entirely responsible for paying whatever filing, processing, and/or administrative fee that the American Arbitration Association may charge.

Paragraph, 11.4. Expedited Grievances. By mutual agreement in writing between the Society and the Union, a grievance otherwise subject to the grievance procedure may be submitted directly to arbitrations.

Paragraph, 11.5. Election of Remedies. Neither the Union nor the Society shall be obligated to arbitrate and will not be bound by any arbitration award involving any grievance issue that is or may also be litigated before some government agency or tribunal; provided, however, that an employee may insist on arbitration if the Society is provided with a written document, satisfactory to the Society, waiving the affected employee(s) rights to take the issue through such other procedures.

ARTICLE XII CLASSIFICATIONS

Employees will normally be assigned duties appropriate to their job description. Employees may not be required to perform, to a substantial degree, duties which cannot reasonably be related to the job description of the positions they occupy. Exceptions will be permitted for training purposes; substitutions because of terminal, sick and annual leaves, and emergencies requiring the temporary reassignment of duties vital to the performance of the Zoological Society's functions. Employees required to perform the duties of a higher title on an acting basis for at least ten (10) consecutive days shall receive the pay for the higher title retroactive from the day of assignment.

ARTICLE XIII SENIORITY, HIRINGS AND PROMOTIONS

All vacancies in any of the Union-covered titles listed in Article 3 shall be filled pursuant to the following procedures:

- (A) Any notice of vacancy shall be posted on the Zoological Society's bulletin board. The notice shall give job title and description, and shall be posted as far as possible in advance of the date on which the vacancies are to be filled and shall remain posted for a period of at least two (2) weeks.
- (B) Simultaneously, a copy of the notice of vacancy shall be sent to the Union Headquarters.
- (C) Any person in the employ of the Zoological Society may apply for the posted vacancy within the two (2) weeks. Preference will be given to present employees in filling any new positions and/or vacancies, provided they have the qualifications necessary to do the job as determined by the Zoo.
- (D) If two (2) or more employees are equally well qualified on the basis of ability,

experience and work performance, preference shall be given to the employee having the greater seniority in the Zoological Society.

(1) Any Society employee denied a promotion shall be provided in writing with the reason for such denial.

ARTICLE XIV
SENIORITY IN LAYOFFS AND VACATIONS

Notice shall be provided by the Staten Island Zoological Society to the Union not less than thirty (30) days before the effective dates of projected layoffs.

Paragraph 14.0. Definition. Seniority for a full-time employee means the length of continuous service computed from the date of his/her recent employment.

Paragraph 14.1 Layoffs. In the event of any layoffs of employees due to a reduction in staff, those employees within the particular classification within the department affected by the layoff who are hired last shall be laid off first, it being recognized that there may be several classifications under a single job title and except that an employee otherwise scheduled for layoff may be retained if the employee is performing duties that no more senior employee is able to perform. If the Society shall mail a notice to an employee who has been laid off that a position is available and he shall not report for work within seven (7) calendar days of receipt of such notice, he shall lose his seniority rights. Recall notice is to be sent by a certified letter with a return receipt. 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. If an employee who is notified that he/she is being laid off formerly occupied another position in the bargaining unit on a permanent basis and is qualified at the time of layoff to perform the duties of his or her former position, then the employee may bump the most junior employee in his or her former position if senior in length of service to such most junior employee.

Paragraph 14.2 Recall from layoff

- (a) Recall from layoff and demotion shall be in the inverse order of the layoff, provided that the recalled employee has the ability to perform the position.
- (b) Upon reinstatement after layoff, the employee shall earn a rate of pay which has been adjusted as if such person had not been laid off, provided the regulations of the City of New York would permit such adjustments in the rate of pay for the position.
- (c) A list of names of laid off employees in seniority order shall be maintained by the Society and Distributed to the Union.
- (d) If the recalled employee shall not report for work within seven (7) calendar days

after the mailing of the recall notice, the employee shall lose seniority rights.

Paragraph 14.3 Vacation Preference. 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. The Society shall have the right to cancel previously approved vacations in the case of an emergency as determined by the Society. In such case, the Society will inform the employee of the nature of the emergency.

Paragraph 14.4 Termination of Seniority. Seniority shall terminate upon the following:

- (a) Voluntary termination.
- (b) Discharge.
- (c) Layoff exceeding two (2) years.
- (d) Failure to return to work upon expiration of a leave of absence subject to the provisions of this Agreement governing leaves of absence.

ARTICLE XV UNIFORM AND TOOLS

Paragraph 15.0 Safety Shoes and Uniforms.

- (a) **The Society agrees to increase the shoe allowance to ninety (\$90) dollars per employee per fiscal year for the purchase of safety shoes and/or work related clothing for employees in the Maintainer Occupational Group. When necessary, Maintainers will be provided with one pair or replacement shoes.**
- (b) The Society agrees to pay \$120.00 per employee per fiscal year for the purchase of work shoes for the employees in Keeper Occupational Group.
- (c) The Society will provide two (2) pair of appropriate gloves annually to each employee in the Maintainer and Zoo Keeper Occupational Group.
- (d) The Society will provide to each employee in the Maintainer Occupational Group the following items:
 - One (1) set of pullover uninsulated boots (galoshes)
 - One pair of steel tips shoes
 - One pair of work boots and non-steel tip) for use in snow and mud

The Society will provide one all weather coat for inclement weather to each employee in the Zoo Keeper or Maintainer title series.

- (e) The Society will provide one (1) all weather coat once every other year to each

employee in the Maintainer occupational group. The jacket shall be replaced during the two-year period if damaged beyond repair as determined by management. The Society shall dry clean the jacket upon the commencement of the second year.

(f) The Society will provide one pair of rubber boots annually to each employee in the title of Keeper. For work purposes, Keepers will be provided annually three (3) shirts and three (3) pairs of pants and tie (complete uniform set).

(g) The Society will provide to each employee in the title of Keeper, who works outdoors, foul weather gear, which includes a rain suit and gloves. The foul weather gear shall be provided as needed as determined by management. Management reserves the right to clearly identify the gear as belonging to the Society.

(h) The Society will provide one (1) winter jacket once every two years to each employee in the title of Keeper. The jacket will be replaced during this two-year period if damaged beyond repair as determined by management. The Society will dry clean the jackets upon commencement of the second year.

(i) During the term of this contract the Society will provide one (1) lightweight jacket for Spring/Fall to each employee in Keeper and Maintenance Occupational Groups.

(j) The Society will provide, during the term of this Agreement, a leather belt to each employee in the title of Keeper.

(k) The Society will provide one pair of cover-alls or smocks for each Zoo Keeper.

(l) It is understood that work shoes, including safety shoes, and uniforms or other equipment provided under the terms of the Paragraph shall be worn on the job. It is further agreed that such work shoes and uniforms will not be worn off the premises. No purchases of safety shoes or uniforms shall be made without the prior authorization of the Director.

(m) For employees who work outside in inclement weather, the Zoo will supply community slipcover waterproof boots.

Paragraph 15.1. Essential Equipment and Tools.

All equipment and tools essential to job functions shall be provided by the Society. The determination of what equipment and tools are "essential" shall be made by the Director.

**ARTICLE XVI
BREAK PERIODS**

An employee is entitled to two (2) break periods of fifteen (15) minutes each during each full workday worked by the employee.

**ARTICLE XVII
LABOR-MANAGEMENT COMMITTEE**

Paragraph 17.0 Reason for the Committee. The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, agree to the establishment of a labor-management committee.

Paragraph 17.1 Role of the Committee. The labor-management committee shall consider and make recommendations to the Society's administration concerning such matters as training, safety, working conditions and other matters of mutual concern to the Society and the employee covered by this Agreement. Matters subject to the grievance procedure shall not be appropriate items for consideration by the labor-management committee.

Paragraph 17.2 Committee Membership. The labor-management committee shall consist of four (4) members who shall serve for the term of this Agreement. The Union shall designate two (2) employees and the Society shall designate two (2) employees and the Society shall designate two (2) management employees. Vacancies shall be filled by the appointing party for the balance of the term to be served.

Paragraph 17.3 Committee Meetings. The labor-management committee shall meet at the call of either the Union members or the Society members at times mutually agreeable to both parties. At least one (1) week in advance of a meeting, the party calling the meeting shall provide, to the other party, a written agenda of matters to be discussed. Minutes shall be taken and copies supplied to all members of the committee.

The following issues are being referred to labor-management for further discussion and resolution:

- Use of part-time and seasonal personnel
- Staffing levels and job duties
- Parking for employees
- Procedures for handling of snow removal and clarification of maintenance of park grounds on Zoo property by appropriate personnel.
- In the event there are financial cutbacks the Union and the Institution will meet and discuss other alternatives

ARTICLE XVIII
APPLICATION OF THE CITY-WIDE CONTRACT

Paragraph 18.0 Terminal Leave, Sick Leave and Disability. An employee covered by this Agreement whose salary is reimbursed in full by the City of New York shall be eligible for the enjoyment of Terminal Leave, Sick Leave and Disability benefits provided in the City-Wide Contract between the City of New York and the Union for as long as the City of New York pays the full amount of the cost of said benefits.

Paragraph 18.1 Hours of Work Overtime, Shift Differential, Holidays, Car and Meal Allowances. An employee covered by this Agreement whose salary is reimbursed in full by the City of New York shall have his/her hours of work per week and per day, compensation for overtime, shift differential, holidays, car and meal allowances governed by the provisions for such matters in the terms of the City-Wide Contract between the City of New York and the Union for so long as the City of New York provides the necessary funds and the full amount of the cost of such specific matters; provided, however, that employees shall not receive both a shift differential and holidays premium pay for the same hours of work.

Paragraph 18.2 Overtime Scheduling Procedure. Unscheduled overtime shall be provided to full-time year round personnel, who are available to perform such overtime on a voluntary basis, based on seniority of appropriate personnel. If there are no volunteers, the Zoo can utilize Seasonal payroll to perform overtime.

The Zoo shall notify employees at least seventy-two (72) hours in advance of a change in scheduled shift assignments, except when an unanticipated event arises.

Paragraph 18.3 Dependent Care Assistance Program (DCAP) and Voluntary Life Insurance Program. Employees shall be eligible to participate in a Dependent Care Assistance Program (DCAP) and a Voluntary Life Insurance Program which shall be established pursuant to terms set forth in the Citywide Agreement.

Paragraph 18.4 Annual Leave.

- (a) Except as provided otherwise in this Article, all terms and conditions of Annual Leave for an employee covered by this Agreement whose salary is reimbursed in full by the City of New York shall be the same as those governing Annual Leave pursuant to the City-Wide Contract between the City of New York and the Union. All the provisions of this Article are conditional upon the City fully reimbursing the Society for the cost of such Annual Leave.
- (b) 1. A combined vacation, personal business and religious holiday leave allowance, known as "annual leave allowance," shall be granted with full pay to employees hired before January 1, 1986, on the following basis:

Category	Monthly Accrual	Maximum/Annual Leave Allowance
Employees who are beginning their 15th year of service.	2 1/4 work days per full calendar month of service	27 workdays (5 weeks and 2 work days)
Employees who are beginning their 8th year of service	2 work days per full calendar month of service.	25 workdays (5 weeks and one additional work day at the end of the vacation year.
All other employees	1 2/3 work days per full calendar month of service	20 work days (4 weeks)

Paragraph 18.4 Annual Leave, ctd.

(b)2. Effective July 1, 1991, the annual leave allowance for Employees hired on or after July 1, 1985 shall accrue as follows:

Years in Service	Monthly Accrual	Annual Leave Allowance
At the beginning of Employee's 1st year	15 work days	1.25 days per month
At the beginning of the Employee's 5th year	20 work days	1 2/3 days per month
At the beginning of the Employee's 8th year	25 work days	2 days per month plus one additional day at the end of the leave year
At the beginning of the Employee's 15th year	27 work days	2 1/4 days per month

(c) While on annual leave, an employee shall continue to earn annual leave credits in accordance with the "monthly accrual" in the foregoing table.
 *Therefore annual leave accrual shall continue the same as for these employees hired before December 31, 1985.

(d) Upon the resignation, retirement or severance of an employee, he or she shall receive any unused accumulated annual leave prior to the actual date of such resignation, retirement or severance. A disciplinary discharge shall not be considered a "Severance".

- (e) No annual leave credit shall be earned by an employee while on leave without pay.
- (f) All requests for annual leave shall be submitted in writing, on a form provided by the Society, to both the employee's immediate supervisor and the Executive Director, at least two (2) weeks in advance. The employee should indicate the date(s) on which the employee desires to take annual leave. The Society will give consideration to both the employee's request and the Society's ability to maintain efficient operations and adequate service to the public in scheduling annual leave.
- (g) A maximum of three (3) days of annual leave will be allowed for personal business or religious observance, providing that the request is made in advance where possible and that it can be accommodated in the Society's judgment when considering the ability of the Society to maintain efficient operations. In cases other than emergencies, an employee will be required to give notice of at least a week in advance. The Society may request documentation substantiating the emergency in instances where the leave is taken without the stated notice period.

Paragraph 18.5 Other Authorized Absences With Pay. An employee covered by this Agreement whose salary is reimbursed in full by the City of New York shall be granted leave with pay in the following cases upon the submission of evidence satisfactory to the Society, for so long as the City of New York provides the necessary funds:

- (a) Where there is a death in the immediate family of the employee, but not to exceed five (5) workdays. The term "immediate family" means spouse; natural, foster or step parent; child; brother or sister; mother-in-law; father-in-law; or any relative residing in the employee's household.
- (b) Any other applicable case granted pursuant to the City-Wide Contract between the City of New York and the Union.

"Leave with pay" shall mean pay at the employee's regular straight time hourly rate exclusive of shift differentials or premiums.

ARTICLE XIX POLITICAL CHECKOFF

- (A) An employee may authorize deductions for political contributions from the employee's wages (political contributions or check off) by completing an authorization form acceptable to the Society which bears the signature of the member and specifies the amount to be deducted. Such authorization is voluntary and may be revoked at any time in writing. The authorization shall remain in effect until the Society is notified, in writing, of the revocation of the authorization.

- (B) The Society shall be reimbursed by the Union for expenses incurred in administering the political check off system at the rate of five cents (\$.05) for each employee for whom a political check off was deducted on the last bi-weekly pay period of each month.
- (C) The Union shall be responsible for complying with all legal requirements regarding the establishment and operation of a separate segregated fund. District Council 37 affirms that it has established a separate segregated fund. D.C. 37 PEOPLE, which is registered with the FEC, and that such fund, is authorized to solicit contributions and make expenditures in accordance with applicable law.
- (D) The Union shall refund to the employees any contribution wrongfully deducted and transmitted to its fund.
- (E) No arrears of any kind or nature will be collected through the political check off.
- (F) The Society and its officials and employees shall not be liable in the operation of the political check off for any mistake or error of judgment or any other act of omission or commission and DC 37 agrees to hold the Society harmless against any claim whatsoever arising out of the deduction and transmittal of said political contributions.
- (G) Society shall transmit authorized deductions along with a listing of employees from whom the deductions have been made, the amounts deducted, and such other information agreed upon by the parties no later than thirty (30) days following the deduction.

ARTICLE XX SAVINGS

Paragraph 20.0 Savings Clause. In the event that any provision of this Agreement is found to be legally invalid, such invalidity shall not impair the validity or enforcement of the remaining provisions of this Agreement.

ARTICLE XXI CITYWIDE AGREEMENT ON VOLUNTARY BENEFITS

In accordance with the Life Insurance and Related Voluntary Benefits Supplemental Check off Agreement between the City of New York and District Council 37, AFSCME, AFL-CIO, the Citywide bargaining representatives, the Society shall offer to all employees covered by this agreement whose salary is reimbursed in full by the City of New York the following benefits:

1. **Dependent Care Assistance Program ("DECAP");**
2. **Long Term Care;** and
3. **voluntary life insurance program, other than CIRS, with premium paid by the Employee.**

ARTICLE XXI
DURATION OF AGREEMENT

This Agreement shall be effective from January 1, 2004 through December 31, 2006 or until such time as a successor Agreement is signed, whichever is later.

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

By: Kala R. Book

Date: Aug 30, 2004

STATEN ISLAND ZOOLOGICAL
SOCIETY

By: Jay LaCruz

Date: 8/30/04

PRESIDENT, LOCAL 1665
DISTRICT COUNCIL 37, AFSCME, AFL-CIO

By: Marvin Luther Williams

Date: 15 September 2004