

MEMORANDUM OF AGREEMENT  
BETWEEN  
WILDLIFE CONSERVATION SOCIETY  
AND  
DISTRICT COUNCIL 37, AFSCME

This Memorandum of Agreement consisting of pages 1 through 3<sup>W</sup> states the Wildlife Conservation Society (WCS) and District Council 37, AFSCME (DC 37) identifying the provisions of the collective bargaining agreements which the parties intend to execute. All modifications apply to the WCS agreement and to the labor contracts that cover the Queens Zoo, Prospect Park Zoo, and the Central Park Zoo Agreement where applicable.

It is understood between the parties that DC37 will not be bound by this MOA and will not execute a collective bargaining agreement unless it is ratified by the Bargaining Unit Members.

It is further agreed and understood by the parties that any and all terms of the 2014-2017 agreements and any and all subsequent memoranda of agreement, letters of understanding, or otherwise, not specifically addressed by this Memorandum of Agreement shall remain unchanged.

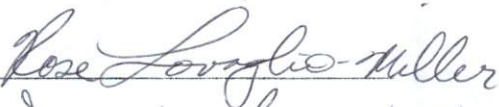
Upon ratification, the parties agree to execute a formal document integrating the terms of the MOA and the expired agreements in a reasonable period of time in accordance with the law.

SIGNED BY EMPLOYER AND UNION

WILDLIFE CONSERVATION SOCIETY

DISTRICT COUNCIL 37, AFSCME

By 

By 

Title \_\_\_\_\_

Title Director, Research & Negotiations

Date 10/31/19

Date 11/6/2019

James J. Breheny  
EVP & General Director  
WCS Zoos & Aquarium  
Director, Bronx Zoo

By 

Title President Local 1501

Date 11/8/19

## AGREEMENT

AGREEMENT entered into by and between the WILDLIFE CONSERVATION SOCIETY, a corporation organized under the laws of the State of New York, hereinafter called the "SOCIETY", and DISTRICT COUNCIL 37 and its affiliated LOCAL 1501 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "UNION" for the period of **January 1, 2018 to December 31, 2022.**

## ARTICLE 2 RECOGNITION

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

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

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

D. Neither the Union nor its members shall intimidate, interfere with, or coerce any person employed by the Society in any capacity. No Union business, including, among other things, collection of penalties or assessments, solicitation of members or drives for membership, shall be carried on during working hours, nor shall any Union meetings be held on the premises of the Society during working hours. Union membership meetings may be held on the premises after working hours with advance notice to both the Human Resources Director and the Facilities Director.

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

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



**ARTICLE 4  
WAGES AND HOURS**

A. The provisions of the Career and Salary Plan of the City of New York in effect at the date of this Agreement and as amended from time to time, to the extent applicable and not inconsistent with Society job descriptions, shall control the job classifications and wage rates and hours of the employees in bargaining unit, subject, however, to the provisions of Section E of this Article 4.

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

C. Wages for employees in the bargaining unit shall be paid every second Friday for the previous two (2) week period.

D. Effective upon the signing of this Agreement, employees who are assigned to, and in fact, work in a higher title with acting supervisory responsibilities for seven (7) consecutive workdays will be paid the equivalent salary of the higher title retroactive to the first day that the employee is assigned to perform the work of the higher title.

E. The wages of all current incumbent Bargaining Unit B, Guest Services employees shall be increased effective upon ratification of this Agreement as follows:

AMOUNT	DATE
<b>1% of the employees' wages as of 6/30/17</b>	<b>July 1, 2017</b>
<b>1.5% of the employees' wages on</b>	<b>July 1, 2018</b>
<b>2.5% of the employees' wages on</b>	<b>July 1, 2019</b>
<b>3.0% of the employees' wages on</b>	<b>July 1, 2020</b>
<b>2.0% of the employees' wages on</b>	<b>July 1, 2021</b>
<b>2.25% of the employees' wages on</b>	<b>July 1, 2022</b>

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

tenth year of service.

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

Effective July 1, 2015, the incumbent salary for the following titles shall be:

a. Unit Manager	\$40,083.87
b. Guest Services Storekeeper	\$40,083.87
c. Assistant Unit Manager	\$36,100.53
d. Bus Boy	\$36,100.53
e. Cook	\$38,610.86

**Effective July 1, 2019)**

<b>f. Unit Manager</b>	<b>\$40,685.13</b>
<b>g. Guest Services Storekeeper</b>	<b>\$40,658.13</b>
<b>h. Assistant Unit Manager</b>	<b>\$36,642.04</b>
<b>i. Bus Boy</b>	<b>\$36,642.04</b>
<b>j. Cook</b>	<b>\$39,190.02</b>

**Upon ratification Ticket Agents at the Central Park Zoo, Bronx Zoo, and the Aquarium shall be promoted to Unit Managers.**

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

\*\* Effective 7/1/15 Trainers will be paid at the rate equal to Senior Menagerie Keeper including all applicable step rates.

\*\* Effective 7/1/15 Senior Trainers will be paid at the rate equal to the 3 year step rate of the Senior Menagerie Keeper pay order plus the amount of the difference between the 5 year Maintainer pay order and the Supervising Maintainer pay order.

Each of these salaries shall be increased by wage increases negotiated under this collective bargaining agreement. Incumbents shall receive the greater of the above two (2) amounts that is, either the across-the-board increase or the new minimum salary. Effective upon the signing of this Agreement and for the duration of this Agreement, the Society may hire Bargaining Unit Guest Services employees at salaries that are 15% less than the minimum salaries noted above for the first two (2) years of employment. After two (2) years of employment, the salary of all employees shall be the incumbent rate. In addition, Guest Services bargaining unit employees shall continue to be entitled to participate in the fringe benefits to which other regular employees in the bargaining unit are entitled as provided in this Agreement.

Shift Differential: Subject to the conditions hereinafter specified, a shift differential for work scheduled to be performed between the hours of 6:00 P.M. and 8:00A.M. shall be paid to



any employees (a) who perform for not less than one (1) hour between 6:00P.M. and 8:00A.M.; or (b) or who is not performing such work while on overtime (as defined in Article 5).

**Non-Duplication:** An employee not scheduled on a continuing basis to work between the hours of 6:00 P.M. and 8:00 A.M. but who performs work during that period shall be paid the greater of overtime compensation or the shift differential but not both.

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

Vehicle Differential: Subject to the conditions hereinafter provided, a vehicle differential for the operation of a vehicle having a maximum gross weight of 18,000 pounds or more when loaded, or for the operation of a boom truck, back-hoe, packer-loader (garbage truck), or bulldozer, shall be paid to employees in the bargaining unit who operate any of same, except to any employee (a) who operates same during less than four (4) hours in any single day; or (b) who operates same on day when another employee in the bargaining unit already has operated same for at least four (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 for "City-reimbursed" motor vehicle operators in the bargaining unit, not exceeding, however, the rate(s) or amount(s) which, with respect to City-reimbursed employees, are capable of being paid solely from funds actually received by the Society from the City for the designated purpose of covering the vehicle differential. Unless and until funds for said purpose are so received by the Society from the City, no vehicle differential shall be payable hereunder.

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

F. Those Union Members who perform pesticide applications for the Society at the Society's direction will be paid a differential of \$850 per year. Effective upon execution of the contract, Union Members who perform pesticide applications for the Society at the Society's direction will be paid a differential of \$1,000 per year. This sum will be paid to the Union Member regardless of how many actual applications the employee performs during the said year



and will be added to their base salary for the duration of the time that employee performs pest control work. Once an employee ceases to perform pest control work, the differential will no longer be paid and will be removed from the employee's base salary. This differential will be paid on a bi-weekly basis. Should the Union Member cease performing the pesticide applications for any reason during the year, the differential will be pro-rated for the period of time that he/she was licensed and/or certified and expected to perform such work for the Society. The Society will bear the entire cost of obtaining and maintaining the license(s) and/or certification(s) required for the Union Member to perform pesticide applications.

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

H. Upon becoming an employee as defined by this Agreement, the employee shall decide to:

a. Join the Union and pay the appropriate periodic dues required as a condition of membership in the Union

OR

b. Decline to join the Union but pay to the Union a contract consideration fee equivalent to the appropriate periodic dues required of Union members.

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

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

In the event that such a member of the bargaining unit fails to comply with the provisions of this Section within such thirty (30) day period, the Society shall, upon written notification by the Union to the Society of such noncompliance, forthwith terminate the individual's employment. The Society forthwith shall notify the individual by certified mail, return receipt requested, directed to the individual's last known address according to the Society's official records.

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

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

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



## ARTICLE 5 WORK WEEK

The normal work week of employees in the bargaining unit shall consist of five (5) consecutive days during a seven (7) day week, except that the normal work week of employees in particular jobs currently (at the time of the execution of this Agreement) being performed pursuant to a schedule differing from five (5) consecutive days during a seven (7) day week, shall conform with the current practice. For overtime computation purposes, in such work week the employee's first scheduled regular day off shall be considered the sixth day of his/her work week and his/her second regular day off, whether or not successive, shall be considered the seventh day of his/her 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 (2) weeks or more shall be given to the affected employee before each such change.

**Wash-up time policy shall be fifteen (15) minutes for all Keepers, Maintenance and Operations staff.**

Each July 1<sup>st</sup> 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 (6) months before said day of reckoning. An employee will be awarded an additional day's pay if during that time he/she worked more than five (5) days between regular days off without a prior or subsequent change where he/she worked less than five (5) days between regular days off. In the event that an employee during this period worked less than five (5) days between regular days off without a prior or subsequent change where he/she worked more than five (5) days between regular days off, he/she may in the future have his/her 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/her annual or equivalent leave time.

The Society shall give two (2) weeks advance notice to employees prior to a change in shift greater than one (1) hour.

**The Society further agrees that no employee shall be scheduled to work with less than ten (10) hours off between regular scheduled shifts.**

Overtime compensation at the rate of one and one-half times the hourly rate of pay, including night shift differentials and as of July 1, 2015, 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 forty (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.

Overtime for a vacant shift shall be offered first as a full shift before it is offered in split shifts.

Notwithstanding any other provisions of this Article 5, employees regularly assigned to relieve other employees for vacation purposes may be required to take the same regular days off as the employees relieved, without payment of overtime.

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

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

Employees who are detained at work for overtime purposes and who perform such overtime work as is required of them shall receive overtime compensation for not less than one (1) hour.

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

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



**ARTICLE 7  
ANNUAL LEAVE**

A. A combined vacation, personal business and religious holiday leave allowance, known as "annual leave allowance" shall be granted with full pay to employees in the bargaining unit for Bronx Zoo and Aquarium employees hired before 12/1/05, and Queens Zoo, Central Park Zoo and Prospect Park Zoo employees hired before 10/20/06 on the following basis:

<u>CATEGORY ALLOWANCE</u>	<u>MONTHLY ACCRUAL</u>	<u>MAXIMUM ANNUAL LEAVE</u>
Employees who shall have completed 14 years of service	2 and ¼ days per full calendar month of service	27 workdays (5 weeks & 2 work days)
Employees who shall have completed 8 years of service	2 work days per full calendar month of service and one additional work day at the end of the vacation year	25 workdays (5 weeks)
Employees who shall have completed 4 years of service	1 and 2/3 work days per full calendar month of service	20 workdays (4 weeks)
All other employees	1 and ¼ work days per full calendar month of service	15 work days (3 weeks)

A combined vacation, personal business and religious holiday leave allowance, known as "annual leave allowance" shall be granted with full pay to employees in the bargaining unit for Bronx Zoo and Aquarium employees hired after 12/1/05, and Queens Zoo, Central Park Zoo and Prospect Park Zoo employees hired after 10/20/06 on the following basis:

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

Employees who shall have completed 9 years of service	2 work days per full calendar month of service and one additional work day at the end of the vacation year	25 workdays (5 weeks)
Employees who shall have completed 5 years of service	1 and 2/3 work days per full calendar month of service	20 workdays (4 weeks)
All other employees	1 and ¼ work days per full calendar month of service	15 work days (3 weeks)

The Society will, four (4) times a year (February 15<sup>th</sup>, May 15<sup>th</sup>, August 15<sup>th</sup> and November 15<sup>th</sup>) notify Union employees of their sick leave balance, annual leave balance, and balance of unused earned days; notwithstanding the above, debits to employee annual and sick leave accumulation occurring as a result of leave used while the employee was on Worker's Compensation shall be subsequently reported to the employee. Employees and their Supervisors shall also be notified when leave balances are approaching the cap. If use of time is denied, there shall be a three (3) month grace period in which employees may use excess leave balances. The Society reserves the right to make corrections concerning leave balances reported to the employee. For annual leave computation purposes, years of service and seniority shall include prior Society service. **Requests for annual leave shall be responded to within two (2) weeks (14 days) of the request for the use of time.**

B. Employees may accrue, and carry over from year to year, a maximum of sixty (60) earned days and sixty (60) annual leave days. Upon resignation, retirement or severance of employment, employees shall be paid up to these maximum allowable unused accumulated annual leave and vacation leave. Leave balances shall be reconciled between the Society's payroll and departmental records prior to scheduling the reduction of excess time.

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

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

E. 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/her holiday credit referred to in Article 6, Section B, at the option of the Society.

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. Employees shall be credited with sick leave credit with full pay of one (1) work day per month of service. Sick leave credit shall be used only for personal illness of the employee. A pregnant employee is eligible to use accumulated sick leave during her pregnancy for illness connected with said pregnancy. No sick leave credit shall be earned by an employee while on leave without pay. Sick leave credit shall be cumulative.

B. No provision herein shall be construed either to increase or decrease the sick leave accumulated for any employee as of the effective date of this Agreement.

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

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

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

F. As a condition of granting sick leave, the Society may require either a certificate from the employee's attending physician or an examination or consultation by a physician selected by it. In the case of protracted illness, additional certificates or examinations may be required. Certificates from attending physicians will not normally be required for absence due to illness for three (3) days or less. For illnesses longer than three (3) days, the employee shall be required to produce a note from the treating physician stating the anticipated date of return.

G. Upon the resignation, retirement or severance of an employee (and whether he/she is then on sick leave or not), he/she shall not be entitled to any further sick leave benefits nor to any payment on account of unused sick leave, except as hereinafter provided in respect to computing terminal leave.

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

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



J. **An employee, is eligible to use up to five (5) days (40 hours) per year of accumulated sick leave for care of ill members of the immediate family upon submission of proof, by the employee, of said family member's disability, to the Society's satisfaction, within five (5) work days after his or her return to work. The term "immediate family" means spouse or domestic partner, child, brother, sister, mother, father, mother-in-law, father-in-law, grandparent, grandchild, or any relative residing in the employee's household.**

**An employee shall be able to use sick leave in units of one (1) hour. Notice of an appointment must be provided at least seven (7) days in advance, where possible, but not less than four (4) hours, and documentation of the visit may be required.**

**The sick leave calendar year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.**

**Employees may use sick leave in units of one (1) hour or more of their accumulated sick leave to**

- **Obtain services from a domestic violence shelter, rape crisis center, or other services program;**
- **Participate in safety planning, relocate, enroll a child in a new school or take other actions to protect their safety or that of their family members;**
- **Meet with an attorney or social service provider to obtain information and advice related to custody, visitation, matrimonial issues, orders of protection, immigration, housing, and discrimination in employment, housing, or consumer credit;**
- **File a domestic incident report with law enforcement or meet with a district attorney's office.**

**The Employers' management of its sick leave policy will not be in violation of the New York State Paid Family Leave Law.**

**Recognizing that the provisions of this collective bargaining agreement provide comparable and superior benefit for employees in the form of paid days off, the provisions of Title 20, Chapter 8 as amended of the NYC Administrative Code are waived.**

K. When an employee who has fewer than ten (10) sick leave days and is absent from work on a scheduled workday immediately before or after: (a) a holiday or holidays, including the holiday (b) the employee's scheduled annual leave day, or (c) the employee's scheduled earned leave day, approval of sick leave is discretionary. Such discretion shall be based on the individual employee's length of service, sick leave record, medical documentation if any, and the particular circumstances of the event.

**ARTICLE 10**  
**AUTHORIZED ABSENCES WITHOUT PAY**

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

B. Employees who are officers of the Union or delegates duly elected by the Union not exceeding four (4) in number, shall be entitled to leave without pay to attend Union International Conventions and District Council Conferences, provided that the total aggregate number of such leaves in any one (1) year for any one (1) employee shall not exceed five (5) work days. If two (2) or more Union officers or duly elected delegates work in the same department and seek to take leave without pay at the same time, the Department may, for operational reasons, deny the leave. The Department will respond to the Union officers' or duly elected delegates' request(s) for leave under this paragraph within no more than ten (10) days from the date that the request is submitted to the Department. In the event that a request for leave is denied, the Department shall explain the reasons for the denial to the affected employee(s). Once the Department grants the request for leave under this paragraph, such leave will not later be denied except in extenuating circumstances.

~~C.~~ An unpaid leave of absence for the purpose of child care and confinement for a period of up to **18 months** shall be granted, upon notice of at least sixty (60) days to the Society to either a male or female employee who becomes the parent of a child aged three (3) years or younger, commencing after the notice in the case of a pregnant employee, and, for other employees, immediately before or after the birth or adoption. **Leave time that occurred prior to ratification does not count toward the 18-month limit.** After the completion of one (1) year of leave under this paragraph, the employee on leave shall have the affirmative obligation to contact his/her supervisor, in writing, with a copy to Human Resources, advising their supervisor whether or not they will be returning to work. If the supervisor does not receive this written notice, he/she will notify the employee, in writing, via certified or similar type of mail or contact, that they must contact the supervisor within seven (7) days advising the supervisor of their work intentions or else the employee will be considered to have abandoned his/her job. If the employee advises his/her supervisor that he/she intends to return to work, but because of documented exigent circumstances is unable to do so, the leave period is reinstated for the time remaining after reducing the time allowed by time already taken.

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

**Leaves of absence under this Section C. may not exceed a cap of 36 months per employee. Leave time that occurred prior to ratification does not count toward the 36-month limit. Leave time covered by the New York State Paid Family Leave Law is not included in and is additional to time limits and caps.**

D. Leaves of absence without pay not herein before mentioned may be granted



only in exceptional circumstances in the discretion of the Society and after written approval therefore from the Director or his/her representative.

E. No absences under this Article may be taken by an employee except after three (3) work days' written notice to his/her 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 13**  
**SENIORITY IN LAYOFFS, VACATIONS AND WEEKENDS OFF**

**Layoffs**

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

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

B. In the event a layoff is necessary, the layoff of full time employees in the following job classifications shall be by reverse seniority, regardless of department or shop:

- Assistant Zoological Park Maintainer
- Zoological Park Attendant
- Busboy
- Aquarium Attendant
- Assistant Aquarium Attendant
- Supervising Zoological Park Attendant
- Laborer
- Gardener
- Assistant Gardener
- Ticket Agent (Gateman)
- Motor Vehicle Operator
- Senior Motor Vehicle Operator
- Storekeeper
- Unit Manager
- Assistant Unit Manager
- Cafeteria Cashier
- Motor Vehicle Dispatcher
- Facilities Storekeeper
- Zoological Vending Machine Attendant
- Trainer
- Senior Trainer
- Supervising Motor Vehicle Operator
- Senior Motor Vehicle Operator

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



The title classifications in the preceding paragraph are for layoffs purposes only. During normal business operations and in conjunction with Article 1 of this Agreement, Maintainers will either be Supervising Zoological Park Maintainers or Zoological Park Maintainers, and Keepers will either be Senior Animal Keepers or Animal Keepers, without regard to shops or departments.

The Society shall also notify the Union, in writing, thirty (30) days in advance of the effective dates of the layoffs. The notice shall contain the name, title, start date and promotion date for each employee targeted by the layoff. Employees targeted for layoff shall be provided with at least fourteen (14) days written notice before the effective date of the layoff. In the event that applicable law dictates a different notification period threshold, the greater of the two (2) notification periods shall apply.

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

In the event of any layoffs of employees due to a reduction in staff, recall shall be done in order of seniority within the particular classification. The Society shall mail notice to an employee who has been laid off that a position is available and if he/she shall not report for work within seven (7) calendar days after the mailing of such notice, he/she shall lose his/her then seniority rights. Upon recall to work, laid-off employees shall be eligible for all increases in salary that they would have earned if they had been actively employed, provided that the regulations of the City of New York would permit such increases.

**An employee laid off is eligible on the basis of job classification seniority to be recalled to the job from which laid off or to another vacancy for which qualified at the same facility for four (4) years from layoff.**

**A person on a recall list shall be recalled first to the position he or she previously held in the same facility and if that position is not available, to the first available position in another facility for which qualified.**

**An employee who fills a vacancy in a facility other than the one from which they were laid off shall have the least seniority in the new facility.**

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

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

If the employee elects to return to a position once held, the duties or tasks of which are dissimilar from those duties or tasks the employee is currently performing, the employee is subject to a one (1) month probationary period. He or she will dislodge if necessary the least senior employee in such affected title, provided the employee so transferring has more seniority than the employee dislodged. The Society shall advise the employee of the available elections under this section.

### **Vacations**

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

### **Weekends, Regular Days Off or Shifts Assignments**

E. Effective upon signing this Agreement and with regard to assignments of Weekend Days (defined as Friday and Saturday; Saturday and Sunday; and Sunday and Monday) off, the Society shall offer all bargaining unit titles Weekend Days off as their regular days off, and shift assignments 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 or shift assignment may request a meeting with Management. Shift changes shall not be used for disciplinary purposes.

If an employee transfers from one facility to another, the seniority for the purposes of vacation pick, weekends off, and assignments starts with the new start date at the new facility. Seniority for accrual of benefits, and wages, and additions to gross remains cumulative of all time worked as currently defined.



**ARTICLE 14**  
**HIRING, PROMOTIONS AND TRANSFERS**

All notices of vacancies in any of the titles in the bargaining unit as full time employees shall be filled pursuant to the following procedures:

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

B. Simultaneously, a copy of the notice of vacancy shall be sent to the President of the Union and notices of vacancy shall be distributed on WCS email to all Union staff.

C. Any person in the employ of the Society may secure from the Personnel Office an employment application form to be submitted to the Personnel Manager within the next ten (10) calendar days following the posting. If on the basis of his/her answer to the application such person appears to be qualified for the position, he/she will be interviewed before the vacancy is filled. In the event of a vacancy in the following bargaining unit positions: Supervising Zoological Park Maintainer, Zoological Park Maintainer, Aquarium Maintainer, Senior Tankman-Collector, Senior Animal Keeper, and Gardener, those employed in a lower title in the same classification shall have a period of five (5) days following posting reserved for consideration of their applications exclusively. Following selection of the successful applicant for the vacancy, unsuccessful applicants may request an interview with the supervisor who made the selection in order to explore their qualifications for future promotional opportunities.

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

E. If in the judgment of the Society which will be based upon the applicant's ability, experience, record of attendance and suitability for the position, two (2) or more applicants are equally well qualified, preference shall be given to the applicant having the greater seniority.

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



probationary period. If continued in the employ of the Society after the expiration of the probationary period, the employee's seniority date shall be computed from the employee's last date of continuous employment in the bargaining unit.

G. The Society has the right to hire and manage temporary staff, otherwise known as "seasonals" for up to eight (8) months, from March through October in a calendar year.

H. **A provisional employee is an employee hired on a temporary basis to replace a specific employee then on a leave of absence pursuant to this Agreement for the duration of the leave of absence of the employee on leave. Upon the end of that leave of absence, the provisional employee's employment ends.**

**Should a provisional employee be transferred into a full-time non-provisional position, the individual will be subject to and be eligible for each of the provisions of the labor agreement and the employee's seniority date shall be computed from the employee's date of employment as a full-time employee. A provisional employee may apply for an available full-time bargaining unit position during the employee's provisional assignment and if selected for the open full-time bargaining unit position, will be transferred to the position without an interruption in the employee's employment and with the employee's seniority date computed from the employee's most recent date of employment as a full-time non-provisional employee.**

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

I. Any employee who changes departments or is promoted shall occupy the new position on a trial basis for not more than sixty (60) days. The employee will receive an evaluation at thirty (30) days informing them of whether or not they are meeting expectations. During the trial period the employee shall be paid the incumbent rate of the new position. If the employee does not, in the judgment of the Society, satisfactorily complete the sixty (60) day trial period or the employee elects to return to his/her prior position, the employee shall be returned to his/her prior position and be paid at the rate the employee would have been earning had the employee not been promoted or transferred.

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

K. Permanent transfers between the Zoo and the Aquarium shall not be made. Temporary assignments may be made for a period not to exceed one (1) month; such assignments shall not be made to fill an existing vacancy or to displace regularly assigned employees at the Zoo or the Aquarium. Transfers between the Zoo and the Aquarium shall not be used as disciplinary action.



**M. Two (2) Keepers shall be promoted in the Animal Encounters area.**

## ARTICLE 17 UNIFORMS

The Society shall continue its present policy in respect to dress uniforms. Each department shall assess and place orders twice a year and work uniforms will be supplied by the Society on an average basis of two (2) 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 include a minimum of two (2) short sleeve and two (2) long sleeve shirts, and two (2) pairs of pants, and four additional items from the list above, up to ten pieces in total for all employees, effective as of 7/24/15

In addition to the above, the Society shall provide bargaining unit employee with the following uniform items once every two (2) years:

- a. One (1) winter coat or one (1) winter overall (according to job function);
- b. One (1) waterproof rain jacket;
- c. One (1) pair of waterproof rain pants; and,
- d. One (1) spring garment.

The two (2) years will be calculated from the date the uniforms are issued. **After the first issuance of uniforms to a new employee, the reorder period shall be every June or December as established by the Department for all employees eligible for a two-year replenishment.**

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 (2) years have passed, the Society shall replace the item. The replacement of uniform items within the two (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 fourteen (14) days. If an employee's uniform item is lost, the employee must pay to replace the item, or be subject to corrective action.

Shorts will be provided where, in the discretion of the Society, it is practicable for the position.

Effective 7/24/15, the Society will provide a shoe reimbursement of \$120 to all employees in the bargaining unit.

With respect to Animal Keepers, **maintenance, security and operations**, whose jobs result in premature destruction of work shoes, replacement of said work shoes shall be subject to the following procedure: 1. The affected employee shall submit a written request to the



Society's Department of Human Resources, with a copy to his/her immediate supervisor requesting replacement of work shoes. A specific reason for the request must be included; 2. The affected employee will provide either: a. a store receipt documentation that includes the date and purchase price of new work shoes, or, b. a request for authorization to purchase the shoes at a store selected by the Society with payment to be made by the Society; 3. The Department of Human Resources will make a determination of the employee's request, in writing, within fourteen (14) days.

Employees in Animals, Co-Gen and Security shall be provided LED flashlights.

**ARTICLE 19**  
**PERSONNEL FOLDERS**

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

Effective upon ratification of this contract, upon an employee's request, which may be made no more than once a year, the Society **will expunge** from the employee's file certain notices of disciplinary action taken against said employee relating to lateness and absences where such violations have not been subject to notices of ongoing violation in the previous **five (5) years**.

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



**ARTICLE 20**  
**ADJUSTMENT OF GRIEVANCES**

**Adjustment of Grievances**

1. Definition: A Grievance shall be defined as a dispute concerning the application or interpretation of a specific written provision of this Agreement arising during the term of this Agreement, including any violation of Article 2, Paragraph F.

2. The Union and Management shall meet prior to filing of a formal grievance to resolve any disputes of reasonable concern to either party.

**Step Grievance Procedure**

Step 1

Within **fifteen (15)** 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 (3) administrative officers appointed by management shall hold a hearing and render a decision on the matter within twenty (20) work days after the grievance was received.

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

### Step 3

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

The decision of the Director or his/her designee shall be final and not subject to appeal or review, except in cases involving the termination, dismissal or suspension of an employee having six (6) months or more of service in the bargaining unit or involving a grievance within the provisions of "C" of the Article 23 in which excepted cases the Union shall have the right if it so requests the Director or his/her designee within twenty (20) work days after the decision, to have the grievance submitted to arbitration under the rules and auspices of the American Arbitration Association, the award to be final and binding.

### **Grievances Involving Discharge for Cause**

Effective upon signing this agreement, a grievance by an employee against the Society in connection with the employee's discharge from employment for cause, except an Employee's discharge during the employee's probationary period, shall be adjusted in the following manner:

#### Step 1

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

#### Step 2

Any discharge of an employee, except discharge during an Employee's probationary period, may be submitted by the Union for a binding decision by **arbitration to the next arbitrator in the rotation of arbitrators on the permanent panel of arbitrators agreed upon by the Union and the Society who will conduct an impartial hearing, rotating between the District Council 37 headquarters and the Bronx Zoo, in accordance with the rules published by the American Arbitration Association's** rules for impartial binding arbitration within ten (10) working days of the receipt of the Step 1 decision. At the same time, a copy of the notice requesting impartial arbitration shall be forwarded to the Director of Human Resources. The cost and fees such arbitration, including the cost of a stenographer, if any, shall be borne equally by the Union and the Society.

The decision or award of the arbitrator shall be final and binding in accordance with applicable law and shall not add to, subtract from, or modify the terms of any contract, rules or regulations or existing policy of the Society. The decision of the Arbitrator shall be enforceable



in accordance with the laws of the State of New York. The resolution of any arbitration, and the resulting arbitration awards, shall not in any manner diminish the Society's rights of Management as hereinabove described, but shall provide only for such relief as may be found equitable for the grievant.

#### Group Grievances

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

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

A. The Union shall have the right to display on the bulletin boards designated by the Society in the Service Area notices of time, place and purpose of Union Meetings.

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

C. Union stewards shall continue on the payroll while handling grievances, engaging in other bona fide conferences with management, attendance at Union meetings, hearings and registration for officers or representatives of Local 1501, provided that advance notice and documentation of attendance shall be given to the Department Head of the time spent on such activity.

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

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

F. Union meetings may take place at WCS facilities during non-work hours with advance notice of time and location.

G. The Society will currently inform the Union of any changes in general rules and regulations directly affecting terms and conditions of employment. Changes in the printed Wildlife Conservation Society Employee Rules and Regulations will be made after providing the union with two (2) weeks advance written notice.

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

I. Employees shall acknowledge receipt of discipline notices and performance evaluations by their signature. An employee's signature shall not thereby mean agreement with the content of the notice or evaluation. The Employer will issue such notices where possible. **The DC 37 Council Representative shall be notified of all discipline and receive all notices of discipline panel hearings.**

J. The President of Local 1501 or his/her designee shall be eligible to attend the



Bronx Zoo and Aquarium Safety Committee meetings as a participating committee member.

**ARTICLE 29**

**DURATION OF AGREEMENT**

This Agreement shall take effect as of the date of its execution, as below recorded and shall remain in full force until **December 31, 2022**.

Beginning September 1, 2022, the parties agree to engage in good faith negotiations for a collective bargaining agreement to take effect on January 1, 2023. If no agreement is reached by **December 1, 2022**, the parties shall invite outside mediation through a mediator to be appointed by the American Arbitration Association. If no agreement is reached by January 1, 2023 or such extended date as the parties may agree upon, either party may, at its option, elect to have a work stoppage, but subject at all times to the Agreement between the parties dated May 9, 1961, providing the protection of the animals.