

**THIS AGREEMENT**, made and entered into this 6<sup>th</sup> day of December, 2010, and effective as of January 1, 2010, between the AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (ASPCA OR "THE EMPLOYER") and LOCAL 1180, COMMUNICATIONS WORKERS OF AMERICA, ("THE UNION").

**ARTICLE I.**  
**Objectives**

To establish and maintain wages, hours and working conditions for the work covered by this Agreement and insure the peaceable adjustment and settlement of grievances.

**ARTICLE II.**  
**Jurisdiction**

As used in this Agreement, the word "employee" shall mean all full-time veterinarians employed by the ASPCA, who are actively engaged in hands on medical care in the ASPCA's Bergh Memorial Animal Hospital ("BMAH"), and Animal Placement Department, both of which are currently located at 424 E. 92nd Street, New York, NY.

**ARTICLE III.**  
**Union Recognition**

**Section 1.** The Employer recognizes the Union as the exclusive bargaining representative for all the employees who perform the work referred to in **Article II** above.

**Section 2.** Any person representing the Union shall, after receiving the Employer's consent (which shall not be unreasonably withheld), have the right to interview employees on the Employer's premises, provided however, that such interview shall not interfere with the employee's work, work performed by others or medical care to any patient and that the interview takes place in a non-work area.

**ARTICLE IV.**  
**Union Security**

**Section 1.** All employees hired after January 1, 2004 must become members of the Union within thirty (30) days following the beginning of employment or the effective date of this Agreement, whichever is later, and must maintain their membership in good standing in the Union as a condition of continued employment, or, if they choose not to become members of the Union, must pay an equivalent agency fee for services performed by the Union. If the foregoing provisions for the Union Security clauses are held to be legally invalid, this clause will automatically become modified to conform to prevailing law.

Further, the failure of any person who has joined the Union to maintain his/her Union membership in good standing or pay equivalent agency fees, as required herein, shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person within five (5) days from the date of such notice.

**Section 2.** Neither the Union nor its representatives shall discriminate against any employee. Verification of Union membership and maintenance of dues or agency fees shall be the responsibility of the Union. Proof of current dues payment shall be in the form issued by the Union.

**Section 3.** For each employee that has provided an executed written assignment in the form attached hereto or otherwise agreed-upon by the parties to this Agreement, the Employer agrees to deduct the applicable amount for Union dues or agency fees as determined by the Union. The Union shall furnish the required dues check-off/agency fees form signed by the member employee to authorize such check-off. The Employer shall forward payments to the Union within two (2) weeks of the end of the month for which the dues have been deducted.

**Section 4.** The Union shall indemnify and hold harmless the Employer against any and all actions and claims that may result from action taken by the Employer at the request of the Union under the terms of this Section.

**ARTICLE V.**  
**Management's Rights**

**Section 1.** The Employer has the right to manage every aspect of the operation of the ASPCA. The Employer retains the exclusive right to hire, lay off, promote, assign duties to, transfer, discipline or dismiss employees; to introduce new or improved methods or facilities; to abolish, restructure or transfer all or part of its operations; to promote and maintain efficiency in its operations; to promulgate work rules and procedures and to change such rules and procedures from time to time; and to carry out the ordinary and customary functions of management. Except as limited by this Agreement, all of the rights, powers, discretion and authority possessed by the Employer in the absence of this Agreement, are retained by the Employer and remain exclusively, and without limitation, within the rights of the Employer.

**Section 2.** Schedules will be determined by the Employer for the convenience of customers. All schedules will include two consecutive days off and will be selected by staff of the respective departments by order of seniority with the ASPCA.

**ARTICLE VI.**  
**Hiring**

**Section 1.** The Employer may hire employees from any available source. The Employer will notify the Union of the name and date of hire of any new employee within thirty (30) calendar days of the date of hire.

**Section 2.** All employees covered by this Agreement shall serve a probationary period of one (1) year, commencing from the date of their initial employment with the Employer.

**Section 3.** The Employer may discipline or discharge any probationary employee at any time, with or without cause, and such discipline or discharge shall not be subject to the Grievance and Arbitration provisions of this Agreement.

**ARTICLE VII.**  
**Seniority, Layoffs and Recall**

**Section 1.** There shall be a Seniority List for all employees covered under this Agreement, with an employee's position on such list determined by date of hire.

**Section 2.** An employee's position on such Seniority List shall be maintained unchanged for as long as the employee remains in continuous service to the Employer. The following events shall constitute a break in continuous service:

- (1) Voluntary Quit;
- (2) Discharge for just cause; or
- (3) Absence of more than one year due to layoff for lack of work, or for a disability, unless this period is extended in accordance with the Family and Medical Leave Act or the Americans With Disabilities Act.

**Section 3.** In making a determination of the order of employees for layoff, the Employer will take into account employees' performance, production, and seniority according to the following formula:

**Performance** – Based on the last evaluation performed according to Article IX, Section 7, twenty (20) points will be awarded to each individual employee at performance level five (5), fifteen (15) at level four, ten (10) at level three (3), five (5) at level two (2) and zero (0) at level one (1). This is the employee's Performance Number.

**Production** - The total production number for each employee for the prior year is divided by the average production number for all employees and then multiplied by twenty (20) to arrive at a number which shall not exceed twenty-five (25). This is the employee's Production Number.

**Seniority** – The number of years service of each employee at the time of the layoff is divided by the average years of service of all employees and then multiplied by twenty (20) to arrive at a number which shall not exceed twenty-five (25). This is the employee's Seniority Number.

**Balanced Rating** – The sum of the Performance, Production and Seniority Numbers is totaled for each employee. The inverse order of the resulting list of employees would determine the order of layoff. This is the Balanced Rating List.

Employees regularly assigned to the Animal Placement Department are not eligible for production awards and will therefore form a separate AP Balanced Rating List including Performance and Seniority only. Layoffs in Animal Placement will be based upon Performance and Seniority in this department.

Any employee who is laid off shall retain the right to be recalled, at the Employers discretion, for two (2) years from the date of layoff, pending a review of the laid off employee's current credentials.

**Section 4.** In the event that the Employer determines that layoffs are required due to economic conditions, the Employer will provide at least 30 days notice to the Union and to affected employees. The Employer agrees to meet with the union for the purpose of discussing alternatives to layoffs.

## **ARTICLE VIII.**

### **Holidays**

The ASPCA recognizes the following paid holidays:

New Year's Day (January 1)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (first Monday in September)

Thanksgiving

Day After Thanksgiving

Christmas (December 25)

If an Employee works on one of these dates, he or she will be entitled to equivalent time off at a later date.

## **ARTICLE IX.**

### **Wages**

**Section 1.** The Employer agrees that it will hire all employees covered by this Agreement for wages and hours not less than those specified herein.

**Section 2.** The minimum wage rate for all employees shall be as indicated in Appendix A.

**Section 3.** All Doctors working within the Bergh Memorial Animal Hospital will be eligible for Productivity Awards (PA) as described in Appendix B.

**Section 4.** Special Duty Pay of 6.5 % above the base pay listed in the chart will be paid to the doctor assigned to the Adoption Center. Special Duty Pay of 11.5% above the base pay listed in the chart will be paid to the doctor assigned to Anti-Cruelty.

**Section 5.** The following Performance Review Process will take place annually and will not be subject to grievance.

1. Within the first two months of each year, all doctors in the Hospital and Animal Placement will be reviewed on their prior year's performance by each member of the management staff, by each other, and by the veterinary technicians, animal care technicians and customer service representatives, using the performance review forms attached (Appendix C).

2. The reviews will be returned to an outside party mutually acceptable to the union and the ASPCA who will compile the results for each doctor and convey them to the doctor, to the union and to management while maintaining the confidentiality of the reviewers identity.

**Section 6.** The Employer will control and regulate the distribution of paychecks. At the Employee's option, the Employer shall cause direct deposit of paychecks into the bank account of the Employee's choosing.

**Section 7.** There shall be no lost time in wages to any employee on a day of injury when immediate medical attention is required to such employee, while working on the Employer's job, provided the employee submits a note from the doctor or clinic, stating that the employee cannot work that day.

**ARTICLE X.**  
**Health Benefits and Retirement Coverage**

**Section 1.** The Employer currently provides and maintains the following employee benefit plans for both 1180-represented employees and non-represented ASPCA employees:

Family Health Insurance

Prescription Drug Coverage

Dental Insurance

Life Insurance

Accidental Death Insurance

Short- And Long-Term Disability

Defined Benefit Pension Plan

Defined Contribution Pension Plan

Health and Transportation Flexible Spending Accounts

**Section 2.** The Employer will continue to provide such plans to 1180-represented employees at the equivalent level of coverage and cost as for other employee participants in the plans. The parties agree that any and all changes (including, but not limited to, changes in benefit levels, employee costs for the plans, and elimination of the plans) which may be made on or after July 1, 2004 in each of the benefit plans in which 1180-represented employees are eligible to participate will apply equally to 1180-represented employees on the same basis and subject to the same terms and conditions as are applicable to other ASPCA employees eligible to participate in those plans. It is understood by the parties that there shall be no obligation on the part of the ASPCA to bargain with the union over the decision to make changes, or the effects of such changes. For the purposes of this section, all references to "family" with respect to health and welfare plans, shall be deemed to include domestic partner to the extent permitted by law

**Section 3.** The parties agree that if a new basic and/or optional plan(s) is introduced in the coverage offerings to other ASPCA employees, 1180-represented employees will be allowed to participate on the same basis and subject to the same terms and conditions as other employees at the appropriate enrollment period. Conversely, if a basic or optional plan is modified or deleted, such modification or deletion will also apply to 1180-represented employees on the same basis as described in the foregoing sentence and in Section 1 of this article.

## **ARTICLE XI.**

### **Sickness Benefits-Vacation-Jury Duty Bereavement-Personal Leave-Disability**

#### **Section 1. Sickness Benefits**

Employees shall be entitled to paid sick leave each year. Employees shall be credited with twenty-four (24) hours of sick leave upon employment. Thereafter, employees shall be credited with eighty hours added on each employment anniversary date. There will be no payment for unused sick credits upon termination of service.

#### **Section 2. Vacations**

a) Employees shall accrue paid vacation in accordance with the following schedule:

During the Employee's first five years of service, he/she shall accrue paid vacation time at the rate of 4.62 hours bi-weekly (120 hours annually).

After 5 years service, accrual of 6.15 hours bi-weekly (160 hours annually).

After 9 years service, accrual of 7.69 hours bi-weekly (200 hours annually).

- b) Employees may carry over vacation from year to year, but may not accrue more than one and a half times their annual vacation entitlement.
- c) Requests for time off must be submitted in advance. Decisions on such requests shall be made within five (5) working days of submission. The Employer shall not unreasonably withhold approval for such time off.
- d) If a holiday falls within the employee's vacation period the employee shall receive equivalent paid time off at a later date.
- e) Only Employees who have voluntarily resigned and who have given four weeks notice will be paid for unused vacation time upon termination that has been earned through the last day of work.

**Section 3. Jury Duty** Employees may request up to ten (10) days paid jury duty leave each calendar year. Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits. Upon completion of jury duty, employees must make a copy of the verification of the number of days they served and submit it to their supervisor to be eligible for payment under this provision.

**Section 4. Bereavement** Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid vacation or personal days for additional time off as necessary.

Four days of paid leave are provided in the event of the death of a member of the employee's immediate family. The ASPCA defines "immediate family" as the employee's spouse, parent, child, sibling or domestic partner. Two days of paid leave are provided in the event of the death of the employee's grandparent, mother-in-law, father-in-law, grandchild or step-parent. One day of paid leave will be provided in the event of the death of an employee's grandparent-in-law, brother-in-law, sister-in-law, or step-brother or step-sister. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

**Section 5. Personal Leave** All regular full-time employees receive 16 hours of personal time after the completion of one year of employment. Each anniversary date thereafter, an employee will receive 3 personal days(24 hours) for use in that anniversary year. Employees who have completed five years of service will receive 4 personal days (32 hours) each year. Personal days do not accrue, and must be taken by the anniversary date each year, or they are lost. Employees must schedule time off with their supervisor in advance.

**Section 6. Workers' Compensation** The ASPCA provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately, and a First Report of Injury Form (C-2) should be completed. If appropriate, the Animal Bite Form should also be completed at this time. All injuries must be reported to the Human Resources Team within 24 hours.

## **ARTICLE XII. Discipline-Grievance-Arbitration**

### **A. Discipline**

**Section 1.** The Employer agrees to the concept of progressive discipline in appropriate circumstances. That concept shall not serve as a bar to more serious discipline, up to and including discharge, for just cause. The Employer may discipline employees, up to and including discharge, for just cause. Just and sufficient cause as used in this Agreement shall include, but not be limited to:

1. Physical cruelty to animals;
2. Intoxication during working hours;
3. Theft;
4. Chronic absenteeism and/or lateness after warning;
5. Assault on a fellow employee, the Employer or its representatives;
6. Failure to report an accident;
7. Recklessness or negligence resulting in a serious accident while on duty;
8. Insubordination by the Employee;
9. Neglect of duty;
10. Incompetence;
11. Falsifying records.

**Section 2.** Notwithstanding anything in this paragraph or elsewhere in the Agreement, the Employer shall have the right to discipline or discharge any employee based on the Employer's judgment with respect to the employee's medical competency and ability to provide proper patient care. The Union may file a grievance with respect to such decisions (pursuant to Section B below), and such grievance may be the subject of a final and binding decision of a mutually agreed upon third party, board certified specialist, who will review the determination made by the ASPCA (including all of the facts and circumstances taken into account by the ASPCA) and

will overturn such decision only if it is determined that the ASPCA's decision was arbitrary and capricious in light of the accepted standards of care for a general practitioner in the veterinary profession. Fees for the specialist's services will be equally shared by the Employer and the Union.

**Section 3.** Any employee who, for any reason, loses his or her legal credentials to practice veterinary medicine on either a permanent or temporary basis, shall automatically be suspended without pay. Nothing in this provision, however, shall prevent the Employer from taking further disciplinary action, up to including discharge, with respect to any such individual.

### **B. Grievance and Arbitration**

**Section 1.** For the purpose of this Agreement, the term "grievance" shall mean any dispute between the Employer and the Union that arises out of this Agreement concerning the meaning and application of the express written provisions of this Agreement or where there is a claim of disparate treatment, whether or not such treatment, if proved, would constitute a violation of federal, state, or local law.

**Section 2.** A grievance that is disposed of in accordance with the following procedure shall be considered waived and/or settled and such waiver and/or settlement shall be final and binding upon the Union and its members, the employee or employees involved, and the Employer.

**Step 1:** An aggrieved employee shall first attempt to resolve the issue with his/her immediate supervisor within fifteen (15) working days from the date of occurrence. The grievance shall be in writing on a form prescribed by the Union. The supervisor shall meet with the employee and his/her Union representative within fifteen (15) working days of the **Step 1** submission. The supervisor shall take any steps necessary to a proper disposition of the grievance and shall issue a written decision within fifteen (15) working days of such meeting.

**Step 2:** If the matter is not settled in **Step 1**, the Union shall, within fifteen (15) working days from the receipt of the Employer's response in **Step 1**, present the grievance in writing to the Employer's representative designated to hear such **Step 2** appeals, and the Employee and Union representative shall meet with the Employer's designated representative to attempt to settle the grievance. Such meeting shall take place within fifteen (15) working days of the submission of the **Step 2** appeal, and the Employer shall issue a written decision within fifteen (15) working days thereafter.

**Step 3.** Except as provided in A.3 above, in the event the grievance is not settled, the Union or the Employer may, within fifteen (15) working days from the date of receipt of the other party's decision in **Step 2**, submit the grievance for impartial arbitration to the Arbitration Panel established pursuant to this section. The party seeking arbitration shall specify the issue it seeks to arbitrate, notify the other party, and shall request the Arbitration Panel to hear the dispute.

**Section 3.** Any grievance shall be considered settled if not appealed by the Union or the Employer to the next step or to arbitration within the time limits set forth herein. A waiver of the time limitation in this paragraph by either the Company or the Union in one or more instances shall not be considered by an arbitrator in determining arbitrability when raised by the Company.

**Section 4.** The Employer and the Union agree to the establishment of a panel of three (3) permanent Arbitrators for the purpose of this Agreement. In the event of withdrawal or permanent unavailability of an Arbitrator, the parties shall meet and agree upon a replacement. By mutual agreement of the parties, any of the Arbitrators may be replaced. Following the notice of intent to arbitrate, one of the named arbitrators shall be retained by the parties in the order of first availability. It shall be the responsibility of the party requesting arbitration to contact the Arbitrator regarding availability and to schedule such arbitration in an expeditious manner. The assigned Arbitrator shall hold a hearing at a time and place convenient to the parties. The Arbitrator may consider and decide only the particular grievance presented to him or her in a written stipulation by the Employer and the Union, and his or her decision shall be based solely upon an interpretation of the provisions of this Agreement and the evidence presented at the hearing. The Arbitrator shall not have the right or authority to amend, take away, modify, add to, or change any of the provisions of this Agreement. The Arbitrator's decision shall be final and binding upon the parties, provided that it does not exceed the limitations contained herein.

**Section 5.** The cost of arbitration shall be borne equally by both parties. Each party shall pay any fees of its own representatives and witnesses for time lost, and the cost of the transcript where there is no mutual agreement to order it.

**Section 6.** Grievance meetings shall be conducted as far as practicable on the Employer's premises and , work permitting, during the Employee's work and lunch time.

**Section 7.** Nothing in this section shall be construed to prevent an Employee and supervisor from informally discussing and otherwise attempting to resolve disputes before they become formal grievances.

**ARTICLE XIII.**  
**No Strike-No Lockout**

During the term of this Agreement, or any extension or renewal thereof, the Union will not engage in, call or sanction, nor will any member of the Union or employee covered by this Agreement engage in, nor will such persons induce or encourage any other person to engage in any strike, sympathy strike, unfair labor practice strike, work stoppage, slow-down or withholding of goods or services by such employees or other persons in whole or in part, or any interference with the Employer's operations or any picketing of the Employer's premises or any other premises at which employees of the Employer are engaged in their usual duties.

The Employer shall not lock out employees during the term of this Agreement.

#### **ARTICLE XIV.**

##### **Validity**

If any clause or part of this Agreement is found to be unconstitutional or illegal, or should any clause or part of this Agreement be found contrary to present or future laws, it shall not invalidate the other portions of this Agreement, it being the sole intent and purpose of this Agreement to promote peace and harmony in the Industry as permitted by law.

#### **ARTICLE XV.**

##### **Shop Steward**

There shall be one (1) Shop Steward who will be appointed by the Union or its Representatives to attend to the interest of the Union and to make certain that the provisions of the Agreement are adhered to by the Employer and the employees. The Shop Steward shall be entitled to reasonable time to investigate, prepare and process grievances, or to attempt to resolve disputes before they become grievances as long as they do not interfere with the Shop Steward's work, work performed by others or medical care to any patient.

#### **ARTICLE XVI.**

##### **Labor Management Committee**

There shall be established a Labor Management Committee, with equal representation of two (2) members each from Labor and Management for the purpose of consulting on issues of mutual concern. The Committee shall meet at least quarterly during the employee members' regular work hours, as long as the meeting does not interfere with the employee's work, work performed by others or medical care to any patient, to discuss ongoing issues, which may include, but not be limited to: training, health and safety and standards of care. There will be a meeting of this Committee scheduled during the first year of this contract to specifically discuss and modify the production calculation relating to anesthesia and treatment room allocations.

#### **ARTICLE XVII.**

##### **Miscellaneous Personnel Conditions**

**Section 1.** The use of safety equipment and appliances furnished by the Employer is mandatory, and failure to employ the use of such equipment and appliances, after due warning, is sufficient cause for dismissal.

**Section 2.** Employees shall be permitted to view the contents of their personnel files. Employee must request such inspection with reasonable time for response by Human Resources Department. Nothing may be placed in doctors' personnel files without providing a copy to the doctor. The doctor will have the opportunity to include a response to the item

**Section 3.** The Employer shall provide each Employee with sufficient scrubs and lab coats, and shall further provide laundering services.

**Section 4.** The Employer shall provide in each calendar year up to 4 days (40 hours) off with pay, and reimbursement up to a maximum of \$1,750 to Employees for Accredited Continuing Education courses. Such reimbursement shall include the cost of registration, transportation,

meals, and lodging. The Employer shall provide reimbursement within 10 working days of presentation of receipts for deposits and/or final expenditures. Any conflicts regarding attendance shall be resolved by the Employer using seniority and other factors to make its decision. On a case by case basis, the Director of Medicine may consider additional payments of up to \$500 when, in her/his sole discretion, the needs of the ASPCA would benefit by the added expenditure. The employee may also utilize his/her continuing education fund for reimbursement of the license fee with the New York State Department of Education

**Section 5.** The Employer shall make payments on behalf of Employees for dues to professional organizations, including, but not limited to the American Veterinary Medical Association and the American Animal Hospital Association and other professional memberships deemed appropriate by the Employer. In addition, the Employer shall pay for license fees to the US Drug Enforcement Administration and medical malpractice insurance premiums on behalf of each Employee.

**ARTICLE XVIII.**  
**Non-Discrimination**

**Section 1.** The Employer and the Union do not discriminate against any individual with respect to hiring, compensation, or terms or conditions of employment on the basis of race, color, religion, sex, sexual orientation, national origin, disability, marital status, age, or any 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 of Employment Act, the New York State Human Rights Law, the New York City Human Rights Code, or any other similar laws, rules or regulations. All claims alleging illegal discrimination under any of the above authorities shall be subject to the Agreement's grievance and arbitration procedure as the final, binding, sole and exclusive remedy for such violations, and employees covered by this Agreement shall not file suit or seek relief in any other forum. The Arbitrator shall apply applicable law as it would be applied by the appropriate court in rendering decisions on such claims.

**Section 2.** The Employer does not discriminate against any employee because of his or her membership in the Union or because of any employee's support of the Union.

**ARTICLE XIX.**  
**Successorship, and Expiration**

This Agreement shall be binding on the Employer and the Union, their successors and assigns. It shall continue in effect from January 1, 2010 up to and including December 31, 2012.

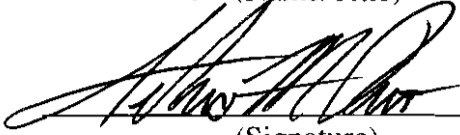
**ARTICLE XX.**  
**Effectuating Clause**

The parties hereto make and enter into this Agreement, in witness whereof, we, their duly authorized and empowered representatives, have set our hands this 6 day of December 2010.

**THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**

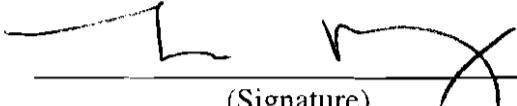
By: VP of Human Resources  
(Name/Title)

Dated: 12/6/10

  
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(Signature)

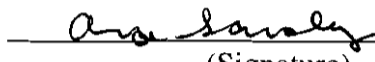
By: VP Birth Memorial  
(Name/Title)

Dated: 12/6/10

  
\_\_\_\_\_  
(Signature)

By: Human Resources Manager  
(Name/Title)

Dated: 12-6-10

  
\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Name/Title)

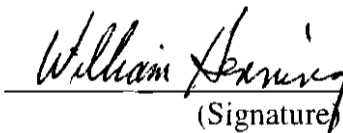
Dated: \_\_\_\_\_

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(Signature)

**LOCAL 1180, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

By: WILLIAM HENNING, V.P.  
(Name/Title)

Dated: 12/06/10

  
\_\_\_\_\_  
(Signature)

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Signature)

Dated: \_\_\_\_\_

**By:** \_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Signature)

# APPENDIX A

Year of SAC Service		1/1/2010	1/1/2011*	1/1/2012**
New	\$	77,625.0	\$78,789.38	\$80,168.19
1 year	\$	87,975.0	\$89,294.63	\$90,857.28
2 year	\$	91,080.0	\$92,446.20	\$94,064.01
3 year	\$	94,185.0	\$95,597.78	\$97,270.74
4 year	\$	96,255.0	\$97,698.83	\$99,408.55
5 year	\$	98,325.0	\$99,799.88	\$101,546.37
6 year	\$	99,877.5	\$101,375.66	\$103,149.74
7 year	\$	100,912.5	\$102,426.19	\$104,218.65
8 year	\$	101,947.5	\$103,476.71	\$105,287.55
9 year	\$	102,982.5	\$104,527.24	\$106,356.46
10 year	\$	104,017.5	\$105,577.76	\$107,425.37

Employees who have 10 or more years of Small Animal Clinical ("SAC") veterinary experience shall receive the following:

Year of SAC Service	1/1/2010	1/1/2011*	1/1/2012**
Over The Maximum	1.00%	1.50%	1.75%

## 1/1/2011\*

No progression increases or increases for veterinarians off the chart will occur unless the veterinarian's compensation is less than or equal to 22% of their production for the previous year, for doctors whose compensation includes production pay

## 1/1/2012\*\*

No progression increases or increases for veterinarians off the chart will occur unless the veterinarian's compensation is less than or equal to 21% of their production for the previous year, for doctors whose compensation includes production pay

## Appendix B

**Production Compensation:** In addition to the annual base, Employee will be eligible for production compensation equal to the amount by which a percentage of the Net Revenues generated by Employee's efforts, as set forth below, exceeds Employee's base during each year. For 2010, Net Revenues are defined as gross revenue less all discounts, write off's and HLE/Adoption Hospitalization. Beginning January 1, 2011, Net Revenues are defined as gross revenue less all discounts and write off's. For HLE/ Adoptions Hospitalization cases to be included in Net Revenue, doctors must submit an update of all animals treated to the Adoptions veterinarians on a daily basis by 4 p.m. at the latest. The update must include an updated summary of the animal's condition and will be preferably sent via e-mail copying all Adoptions veterinarians and any other relevant parties.

**21%** of the Net Revenue generated from office calls and examinations, consultations (excluding specialty consultations performed by another doctor), injections, vaccinations, radiological procedures, bandages, casts, splints, dentals, euthanasia, fluid therapy, medical services, hospitalization (excluding HLE/Adoptions hospitalization), in-hospital medications and injections, medicated baths supervised by Employee, laboratory tests, surgery, prescription drugs (all FDA approved drugs including Heartgard, Revolution and Interceptor), prescription refills, and ultrasound and other special procedures performed by Employee or by veterinary technicians or veterinary assistants under the direct supervision of Employee while rendering veterinary care for Employee's patients.

Employee will also receive revenue credit for Ultrasound and Echocardiograms under the following schedule:

For Full Ultrasounds and Echocardiograms \$50.00 of the total fee will be credited to the doctor with the remaining production credited to the doctor performing the procedure.

For recheck Ultrasounds and Echocardiograms \$25.00 of the total fee will be credited to the doctor with the remaining production credited to the doctor performing the procedure.

For all other ultrasound procedures full credit will be given to the doctor who performs the service.

In addition, Employee will receive twenty-one percent (21%) of the Net Revenues generated from vitamins, shampoos, insecticides (including Advantage, Frontline, etc.), dental products and prescription pet foods purchased by clients in association with a paid professional examination. Excluded from Net Revenues are retail food sales, all over-the-counter sales, service fees services, (such as biohazard), boarding, grooming, baths, and pet supplies and any product (prescription or otherwise) purchased over the Internet.

The following calculation will be used for elective and non-elective surgeries (Excluding Low Cost Spay/Neuter) anesthesia: If a doctor has a case that will remain their case that is going to have surgery, and they will be present in the hospital on the day and time of surgery, the SURGERY charge will go to the doctor performing surgery, and the ANESTHESIA charge will go to the doctor who the case belongs to, and

will continue to belong to. (This would also be true for a doctor partner who now has inherited the case, will be keeping the case, and is present the day and time of surgery). This policy implies that the doctor who is getting the production for anesthesia will be designing the anesthetic protocol (and notate it on the anesthesia request form), and be available and willing (within reasonable expectations relative to what they may be involved in at the moment) to provide assistance should there be an anesthetic emergency. If this does not happen the production for the anesthesia will go to the surgeon performing the surgery.

Within thirty (30) days of the conclusion of each month of employment, the percentage of the Net Revenues generated by Employee's efforts that month will be calculated as set forth above. The amount of Employee's base paid for that month will be subtracted from this calculation and Employee will receive any surplus, less standard payroll deductions.

A doctor's production must be at least at a level where his/her base pay is 23% or less of year to date production, calculated each month, in order to receive a production payout under the formula.

**Appendix C  
Performance Review**

**Name of Employee:**

**Date of Last Evaluation:**

Current Reviewer is:

- Manager
- Peer (Veterinarian)
- Team Member (VT, ACT or CSR)

The following describe personal traits identified with job success or failure. The rating system is as follows:

1 – clearly unsatisfactory; significant deficiencies, 2 – below average; deficiencies evident; needs improvement, 3 – satisfactory; average, 4 – above average, 5 – exceptional; outstanding, N/A – not applicable or unable to rate.

**PATIENT MANAGEMENT**

- \_\_\_\_\_ Demonstrates compassion for their patients.
- \_\_\_\_\_ Continually improves the quality of patient care through studying veterinary journals and texts and by attending seminars.
- \_\_\_\_\_ Recommends referral to a specialist when a referral could significantly improve the patient's prognosis.

**CLIENT MANAGEMENT**

- \_\_\_\_\_ Develops rapport with clients.
- \_\_\_\_\_ Determines client's needs and wishes.
- \_\_\_\_\_ Questions the client to ascertain the patient's past medical and surgical history as well as a description of the current presenting signs.
- \_\_\_\_\_ Explains physical examination findings in terms understandable to the client.
- \_\_\_\_\_ Recommends the appropriate preventive health care, including vaccines, parasite control and appropriate nutritional products and protocols.
- \_\_\_\_\_ Recommends and explains in appropriate lay terms plans for diagnostic procedures and for medical and surgical therapies, methods of home care procedures and follow up plans.
- \_\_\_\_\_ Gives the client a preliminary diagnosis and prognosis of the pet's problems.
- \_\_\_\_\_ Generates fee estimates for recommended procedures and presents to the client.

**Appendix C**  
**Performance Review**

- \_\_\_\_\_ Keeps clients informed regarding the status of their pet and results of diagnostic tests along with revision of estimates for cost of care.
- \_\_\_\_\_ Provides telephone consultation, including follow-up calls for progress reports, etc.

**ADMINISTRATIVE MANAGEMENT**

- \_\_\_\_\_ Ensures maintenance of all client/patient medical/surgical records using the "SOAP" method or similar system that ensures complete, legible medical records.
- \_\_\_\_\_ Writes thorough and complete surgical and treatment reports on all patients.
- \_\_\_\_\_ Insures that signed consent forms are filled out and complete in all cases involving sedation or anesthesia.
- \_\_\_\_\_ Accurately charges clients for all services rendered.
- \_\_\_\_\_ Readily responsive to report to work as need arises.
- \_\_\_\_\_ Contributes to the maintenance of a comfortable, clean and safe environment of which the clients, the staff and the management can be proud.

**STAFF MANAGEMENT: PROFESSIONAL STAFF**

- \_\_\_\_\_ Ensures an atmosphere of cooperation and mutual respect.
- \_\_\_\_\_ Keeps patient records complete and up-to-date to assist colleagues in follow-up and future management of the patient.
- \_\_\_\_\_ Maintains communication with clients when their pet's primary veterinarian is not available.

**STAFF MANAGEMENT: TECHNICIANS/ANIMAL CARE TECHNICIANS**

- \_\_\_\_\_ Maintains an atmosphere of cooperation and mutual respect.
- \_\_\_\_\_ Clearly prescribes detailed written directions regarding drug doses, routes, times and rates for administrations, diagnostic, medical, surgical and dental procedures and instructions for patient monitoring.
- \_\_\_\_\_ Assists technicians when necessary.
- \_\_\_\_\_ Provides instruction in client education, diagnostic and treatment procedures, anesthesia, care of instruments, surgical assisting and dentistry.

**STAFF MANAGEMENT: RECEPTIONISTS**

- \_\_\_\_\_ Maintains an atmosphere of cooperation and mutual respect.

**Appendix C**  
**Performance Review**

- \_\_\_\_\_ Expedites the generation of fee estimates for recommended procedures and the invoicing of client charges for out patients and patients to be discharged.
- \_\_\_\_\_ Clearly records information, in a timely manner, regarding medications and supplies being dispensed.
- \_\_\_\_\_ Assists receptionists in providing answers to client's questions.
- \_\_\_\_\_ Provides education regarding basic pet health to assist receptionists in advising clients when scheduling appointments for examinations and various procedures.

**PROFESSIONAL RESPONSIBILITIES**

- \_\_\_\_\_ Deals with clients and colleagues honestly.
- \_\_\_\_\_ Maintains an attitude and appearance that reflects favorably on the profession.
- \_\_\_\_\_ Demonstrates empathy for colleagues when questions of clinical judgment arise.
- \_\_\_\_\_ Regularly attends veterinary staff meetings.
- \_\_\_\_\_ Provides advice and encouragement to new associates in the practice and the profession.
- \_\_\_\_\_ Represents the hospital to the professional community and the general public as requested.
- \_\_\_\_\_ Models an "owner" mentality in hospital by demonstrating willingness to assist all employees for the success of the hospital.

**ACHIEVEMENT SKILLS**

- \_\_\_\_\_ Sets high goals and standards.
- \_\_\_\_\_ Overcomes obstacles
- \_\_\_\_\_ High sense of urgency.
- \_\_\_\_\_ Ability to juggle multiple priorities.
- \_\_\_\_\_ Follows-up to ensure completion of tasks.
- \_\_\_\_\_ Persists at job until complete.
- \_\_\_\_\_ Uses measurable data to judge success.

**COMMUNICATION SKILLS**

- \_\_\_\_\_ Reads and responds to all correspondence in a timely manner.
- \_\_\_\_\_ Supports ASPCA policies, guidelines and recommendations and communicates this to all staff.

**Appendix C  
Performance Review**

- \_\_\_\_\_ Communicates ideas/issues clearly and concisely, verbally and in writing.
- \_\_\_\_\_ Explains instructions to clients in a clear and concise manner.
- \_\_\_\_\_ Gives accurate estimates and obtains permission from owners before treatment or surgery begins or exceeds estimates.
- \_\_\_\_\_ Participates pro-actively in meetings.
- \_\_\_\_\_ Informs/involves appropriate individuals on relevant issues.
- \_\_\_\_\_ Handles conflict appropriately.
- \_\_\_\_\_ Able to positively communicate/explain directives to support staff.
- \_\_\_\_\_ Demonstrates active listening skills.

**ORGANIZATION/PLANNING SKILLS**

- \_\_\_\_\_ Works well under pressure.
- \_\_\_\_\_ Uses time efficiently.
- \_\_\_\_\_ Meets deadlines without losing accuracy.
- \_\_\_\_\_ Has a system for personal organization.
- \_\_\_\_\_ Demonstrates follow-up skills.

**KNOWLEDGE**

- \_\_\_\_\_ Demonstrates good medical knowledge.
- \_\_\_\_\_ Recognizes own limitations and seeks assistance when needed.

**PERSONAL WORK HABITS**

- \_\_\_\_\_ **Displays enthusiasm and effort for completing work assignments.**
- \_\_\_\_\_ Punctuality and attendance.
- \_\_\_\_\_ Ability to work independently.
- \_\_\_\_\_ Neatness and orderliness in performance of job duties.

**INTERPERSONAL SKILLS/PROFESSIONALISM**

**With client:**

- \_\_\_\_\_ Presents a mature, professional image to clients, superiors and subordinates.
- \_\_\_\_\_ Demonstrates friendliness, courteous and ability to maintain a positive attitude with unpleasant clients and situations.
- \_\_\_\_\_ Ability to recognize the individual needs of clients and demonstrate a caring and compassionate attitude toward the client and patient.

**With coworkers:**

**Appendix C  
Performance Review**

- \_\_\_\_\_ Sets a good example for subordinates.
- \_\_\_\_\_ Willingness to encourage and praise others.
- \_\_\_\_\_ Respectful and courteous toward staff.
- \_\_\_\_\_ Assists other veterinarians during busy times.
- \_\_\_\_\_ Utilizes technicians help efficiently and with the needs of other doctors in mind.

**With superiors:**

- \_\_\_\_\_ Acceptance of criticism and suggestions.
- \_\_\_\_\_ Respects hospital policies and orders from superiors even if he/she does not agree with them.

**EXAMINATIONS**

- \_\_\_\_\_ Is prompt for exam visits.
- \_\_\_\_\_ Spends sufficient amount of time with each patient/client.
- \_\_\_\_\_ Is efficient and productive regarding time and income with each visit.
- \_\_\_\_\_ Charges appropriately for services provided
- \_\_\_\_\_ Willingly sees walk-ins and emergencies.

**OVERALL PERFORMANCE**

- \_\_\_\_\_ Overall evaluation of Staff Veterinarian.

**Appendix C  
Performance Review**

**Principal Strengths of the Employee:**

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**Principal Weaknesses of the Employee:**

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**Reviewer's Comments:**

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**Employee's Comments:**

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**Signature (Optional):**

**Reviewer:**

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## Memorandum of Agreement

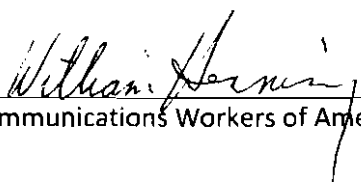
Agreement entered into the 6, December 2010 by and between Communications Workers of America, Local 1180 (the Union) and the American Society for the Prevention of Cruelty to Animals (the Employer).

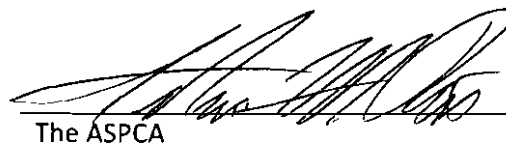
Whereas, the Union and the Employer are parties to a collective bargaining agreement effective January 1, 2008 which expired on December 31, 2009 and;

Whereas, the Union and the Employer have negotiated said collective bargaining agreement;

Now therefore, the union and the Employer agree to the following;

- 1) Effective January 1, 2010
  - a committee which includes union members will be formed to create an evaluation form specific to the adoptions area.
  - a committee which includes union members will be formed to create new criteria for progression chart for incoming veterinarians.
  
- 2) Effective December 6, 2010 the Director of Medicine, Adoption Center is a manager and a supervisor who is no longer covered by the collective bargaining agreement. The parties have agreed as follows:
  - The Director of Medicine, Adoption Center shall have her base salary increase by 2.5% retroactive to January 1, 2010.
  - The Director of Medicine, Adoption Center shall have her base salary increase by 1% effective December 6, 2010
  - The Director of Medicine, Adoption Center's review next review date shall be March 1, 2011
  - A job evaluation shall be performed at that time of her next review period.

  
\_\_\_\_\_  
Communications Workers of America, Local 1180

  
\_\_\_\_\_  
The ASPCA