

THIS AGREEMENT, made and entered into as of this first day of January, 2016, 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 Animal Hospital ("AAH"), and Adoption Center, 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 four (4);, fifteen (15) points at level three (3); ten (10) points at level two (2); five (5) points at level one (1); and zero (0) points at level zero (0). This is the employee's Performance Number. (The numeric performance levels noted above include any fractions thereof.)

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. (Although monetary production awards were eliminated in this Agreement, the Employer shall continue to calculate the production award figure solely for purpose of this layoff provision.)

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.

Layoffs in the Animal Placement Department (who never were eligible for production awards) will be based upon Performance and Seniority only.

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)

Martin Luther King Jr.'s Birthday (third Monday in January)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (first Monday in September)

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 new Employees covered by this Agreement for wages and hours not less than those specified in Appendix A.

Section 2. The 2016 annualized salary rates for all Employees in the employ of the Employer as of the effective date of this Agreement are indicated in Appendix B. The new salaries will go into effect as of November 1, 2016 (prorated for November and December 2016). There will be no retroactive calculation of earnings. The parties acknowledge and agree that Employees are exempt from overtime under federal and state wage and hour laws.

Section 3. The weekend per-diem rate shall be \$70 per hour worked.

Section 4. [Reserved]

Section 5. Annual Reviews and Wage Increases

A. The following Annual Performance Review Process will take place annually and will not be subject to the grievance and arbitration provisions of this Agreement.

- Within the first half of each calendar year, all Employees will be reviewed on their prior calendar year's performance (the "Annual Performance Review"). Each Employee will be reviewed by several ASPCA coworkers in accordance with the Annual Performance Review form attached as Appendix C. The final review score shall be calculated by multiplying the Overall Total Rating from each Reviewer (or the average of the Overall Total Ratings from each Reviewer within a Review Group) by the "Weighted Percentage" assigned to each Reviewer (or Review Group) (note: each Employee's self-review score will not be factored into the final review score), as follows:
- AAH:
 - Reviewer: AAH Vice President, *15% Weighted Percentage*
 - Review Group: Client Service Representatives, consisting of (i) the CSR Manager, (ii) the CSR Assistant Manager, and (iii) one (1) Senior CSR selected by the Vice President, *15% Weighted Percentage*;
 - Review Group: Financial Services, consisting of (i) the Financial Services Senior Manager, and (ii) one (1) Billing & Audit Administrator who, in the Vice President's discretion, works most closely with the reviewee, *15% Weighted Percentage*
 - Reviewer: Medical Director, *25% Weighted Percentage*
 - Review Group: Technical Operations, consisting of (i) the Floor Manager, and (ii) the Operations Manager, *15% Weighted Percentage*
 - Review Group: Technicians, consisting of (i) one (1) ACT from each functional area of the Hospital (e.g., Surgery, Wards, Tx/ER), and (ii) one (1) Lead or Senior LVT from each functional area of the Hospital, *15% Weighted Percentage*
- Adoption Center:
 - Reviewer: Adoptions Vice President, *25% Weighted Percentage*
 - Reviewer, Adoptions Director, Medicine (or the Doctor's Manager), *50% Weighted Percentage*

- Reviewer: Adoptions Medical Staff Manager, *25% Weighted Percentage*
- ARC:
 - Reviewer: AAH Vice President, *40% Weighted Percentage*
 - Reviewer: AAH Medical Director, *20% Weighted Percentage*
 - Reviewer: ARC Technical Operations Manager, *20% Weighted Percentage*
 - Reviewer: ARC Medical Supervisor, *20% Weighted Percentage*

B. Wages

Automatic Increases:

Each Employee shall receive a 1.5% wage increase, effective January 1, 2017;

Each Employee shall receive a 1.5% wage increase, effective, January 1, 2018;

Discretionary Increases:

For calendar years 2017 and 2018, each Employee is eligible for additional increases of up to 3.5% based on his/her individual Annual Performance Review on the same basis generally applicable to the ASPCA's non-unionized workforce. Individual increases shall be awarded in the discretion of the Employer. Each year's additional increase, if any, shall be based on the prior year's Annual Performance Review (e.g., any 2017 discretionary increase shall be based on the 2016 Annual Performance Review, which shall be complete by the first half of 2017).

Timing

Automatic and Discretionary wage increases for any year shall be paid within a reasonable period after the Annual Performance Review (for the prior year) is complete, and shall be retroactive to January 1 of that award year. For example, 2017 wage increases, including both the automatic 1.5% wage increase effective January 1, 2017 and any Discretionary Increases based on the 2016 Annual Performance Review, shall be awarded within a reasonable period after the 2016 Annual Performance Reviews are complete, and shall be paid retroactively to January 1, 2017).

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 (Note: participation and benefit accruals under the defined benefit plan were frozen effective June 30, 2006. No employees (union or non-union) have started or resumed participation or accrued any additional benefits under the plan since that date.)

Defined Contribution Retirement Savings Plan

Health and Dependent Care Flexible Spending Accounts

Qualified Transportation Fringe Program

Vision Insurance

Pet Health Insurance

Employee Assistance Program

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 Parental Leave

Section 1. Sickness Benefits

Employees shall be entitled to paid sick leave each year. Sick Leave shall accrue as follows and shall roll over from year to year:

- Forty (40) hours of sick leave upon employment; and
- Eighty (80) hours of sick leave upon each employment anniversary date.

However, no Employee may accrue or have more than 120 sick leave hours for use at any time (the "Sick Leave Maximum"); provided, however, that this shall not be *effective until the Employer implements maximum accruals within its written sick leave policy that is generally applicable to non-union employees*. Thus, for example, if an Employee has 80 hours of accrued sick leave as of her employment anniversary date, that Employee will accrue 40 additional hours of sick leave on the employment anniversary date (for a total of 120 sick leave hours) rather than accruing 80 additional sick leave hours (which would exceed the Sick Leave Maximum and thus are forfeited). Notwithstanding the above, any Employee who has more than the Sick Leave Maximum as of the effective date of the Sick Leave Maximum shall retain all of those hours for use, *but* that Employee shall not accrue any additional sick leave hours until the Employee is below the Sick Leave Maximum, at which point the Employee may again accrue additional sick leave hours up to the Sick Leave Maximum. (This exception is intended to temporarily "grandfather" accrued sick leave hours in excess of the Sick Leave Maximum.) There will be no payment for unused sick leave hours upon termination of service for any reason.

The provisions of the Administrative Code of the City of New York, Title 20, Chapter 8 (known as the "Earned Sick Time Act") are expressly waived by the parties to the CBA, who

acknowledge and agree that the CBA provides covered employees with benefits comparable to those set forth in the Earned Sick Time Act.

Section 2. Vacations

- a) (1) Employees who are not covered by Subsection (2) below 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 2.31 hours weekly (equivalent to 4.62 hours bi-weekly) (120 hours annually); and
after 5 years of service, accrual of 3.08 hours weekly (equivalent to 6.15 hours bi-weekly) (160 hours annually).

- (2) Employees who were employed by the Employer for at least 9 years prior to January 1, 2016 shall accrue 3.85 hours weekly (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.

Section 7. Parental Leave Employees shall be eligible for the ASPCA's Parental Leave Policy on the same basis and subject to the same terms and conditions as other non-union employees. 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 modify or to rescind the Parental Leave Policy, or the effects of such changes, provided the modifications and/or rescission apply on the same basis and subject to the same terms and conditions as other non-union employees. Application of the Parental Leave Policy shall not be subject to the grievance and arbitration provisions of this Agreement.

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 or the Union may file a grievance against the Employer, which must be filed within fifteen working days from the date of occurrence on a form prescribed by the Union. If the Union files a grievance, it shall skip to Step 2. After an aggrieved Employee files the grievance, s/he shall first attempt to resolve the issue with his/her immediate supervisor. The supervisor shall meet with the employee and his/her Union representative within fifteen (15) working days of the **Step 1** written grievance 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 Employee-filed grievance is not settled in **Step 1** or if the Union filed the grievance, the Union shall, within fifteen (15) working days from the receipt of the Employer’s response in **Step 1** (Employee-filed grievance), or (ii) date on which the Union filed the grievance, 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. If the Employer files a grievance, it shall do so in writing to the Union and representatives of the parties shall meet to attempt to settle the grievance within fifteen (15) working days; the Union 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 (but not an Employee) 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 American Arbitration Association in New York, New York before a single arbitrator pursuant to its labor arbitration rules.

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 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 may provide for and direct such relief as the arbitrator deems necessary and proper, but shall not award punitive, exemplary or consequential damages of any kind, nor interest payments. 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 Relations Committee

The Union and the Employer recognize and jointly agree that it is in the best interests of the patients, the employees, the Employer and the Union to provide for positive and cooperative dialogue in the workplace in a way that enhances the appropriate identification, discussion and resolution of workplace issues and concerns. To help achieve this concept, the parties agree to create a joint Labor Management Relations Cooperation (LMRC) Committee, as provided herein.

LMRC Committee Composition. The LMRC Committee shall be comprised of up to three (3) Employer representatives and up to three (3) Union representatives (two (2) of whom must be employees). With mutual agreement, either the Employer or Union may bring other attendees as each party deems necessary to explore appropriate issues.

LMRC Committee Meeting Schedule. The LMRC Committee shall meet no more than every six (6) months, or more or less frequently upon mutual agreement. The Committee shall operate under guidance of co-chairs, one (1) to be selected by the Employer and one (1) by the Union. The co-chairs shall prepare a common written agenda for each meeting; however, failure to place an item on the agenda shall not preclude the Committee from addressing any issue by mutual agreement.

LMRC Committee Function. The LMRC Committee is designed to serve as a communications vehicle for the Union, employees and Employer to promote open and positive dialogue on a wide range of issues relating to the workplace. It is advisory in nature. As such it will not discuss individual grievances or complaints (which are reserved to the grievance procedures in this Agreement), nor will it engage in collective bargaining. Meetings shall run no more than two (2) hours, as necessary. At the bi-annual LMRC Meeting scheduled most closely in time to the end of the Employer's health insurance plan year, the Union and the Employer intend to discuss any material changes to the health insurance plan contemplated by the Employer. The Employer shall meaningfully consider all feedback provided by the Union representatives before making material changes to the health insurance plan, and the LMRC Committee may schedule a follow-up LMRC Committee meeting for the sole purpose of further discussing this subject.

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. Employees must receive their manager's approval for all accredited continuing education courses ("CE") for which the Employee will request expense reimbursement (as described below) and/or time away from work. Such approval is in the manager's discretion, and will be based on (without limitation) the CE topic, location (only CE offered within the contiguous United States will be considered), cost, relevance to the ASPCA's mission and Theory of Change, the ASPCA's Core Values, and time of year. A manager's denial of CE will be subject to the grievance process, but will not be subject to arbitration.

Each Employee is eligible (subject to the above) for up to three (3) days of time off and up to \$1,500 in expense reimbursement for CE per year. Expense reimbursement shall include the cost of registration, transportation, meals, and lodging. Employees must timely and appropriately submit receipts, and the Employer shall pay such reimbursements, pursuant to the ASPCA's travel and expense reimbursement policy. The Employee may also utilize his/her continuing education fund for reimbursement of the license fee with the New York State Department of Education.

Within a reasonable time after the Employee's completion of an accredited continuing education course/seminar, the Employee shall present to her colleagues the most salient educational takeaways from each lecture attended in a brief explanatory writing (e.g., a bullet point email, with administrative assistance of the Medicine Department Manager or equivalent position), or orally during ICU rounds after which a bullet point list shall be provided to the Medicine Department Manager or equivalent position for uploading to a training folder in Box.

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, 2016 up to and including December 31, 2018.

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 _____ day of _____ 2016.

THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

By: Cheryl Bucci VP, People
(Name/Title)

Cheryl Bucci
(Signature)

By: _____
(Name/Title)

Dated: February 28, 2017

(Signature)

LOCAL 1180, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

By: Kevin P. Lynch, Union Representative
(Name/Title)

Dated: February 17, 2017

Kevin P. Lynch
(Signature)

By: _____
(Name/Title)

Dated: _____

(Signature)

By: _____
(Name/Title)

Dated: _____

(Signature)

APPENDIX A

<u>Years of Relevant Experience</u>	<u>2016-2018</u>
New Graduate	\$90,000
1+ year	\$100,000
2+ years	\$104,000
3+ years	\$108,000
4+ years	\$110,000
5+ years	\$112,000
6+ years	\$114,000
7+ years	\$116,000
8+ years	\$117,000
9+ years	\$118,000
10+ years	\$119,000

APPENDIX B

<u>Veterinarian (Identified by Impromed Number)</u>	<u>New Base Salary Amount</u>
09	\$113,360
140	\$113,100
133	\$101,200
10	\$119,704
119	\$111,173
126	\$110,208
95	\$116,792
74	\$117,807
122	\$122,186
115	\$118,984
05	\$122,600
110	\$133,719

APPENDIX C

1180 Veterinary Performance Review

Main Categories

- **Veterinary Skill and Work Efficiency**
 - Veterinary Skill and Work Efficiency is the level of expertise, compassion, and relative efficiency (i.e., quantity of output) that you bring to your work.
- **Collaboration and Interpersonal Skills**
 - Collaboration comprises the teamwork and willingness to assist that you provide to others when needed.; Interpersonal skills describe how you relate to and work with others
- **Professionalism and Accountability**
 - Accountability and Professionalism is the attitude and persona you bring to your work and your adherence to and support of departmental and organizational policies.

Performance Review Date:			
Staff Member Name:		Position:	
Reviewer's Name:		Position:	
Period Covered in Review:			

Introduction

The ASPCA values your hard work. It is your skill and perseverance in the face of challenges that enables us to strive toward our goals and improve the lives of animals.

This Performance Review (PR) is an opportunity to review and discuss your work in a comprehensive fashion. We want to ensure that you know: (1) how you are doing; (2) how your performance aligns to the expectations of your position and to the overall performance standards of the ASPCA; and (3) the steps necessary to set ambitious personal and professional goals to achieve your best. Through a focused and actionable dialogue, both the staff member and manager will be able to set and hold themselves accountable to clear benchmarks of achievement.

Getting Started

For Managers and Direct Report- Here are some helpful steps for getting started:

- **Select a date and time (~1 hour) for your conversation.** The conversation should be held in person whenever possible, in a confidential area.

- **PR Conversation:** The parties conduct the conversation, documenting in writing what was discussed and outlining next steps. Both parties should sign off on the document.
- **Post-Review Meeting(s):** Ensure that you've set up time(s) to discuss progress made since the Performance Review conversation. Regular meetings will allow both parties to monitor progress in a consistent manner.

What You Will Need to Get Started

The Manager and Direct Report should have the following on-hand to reference while writing the review:

- Past performance review(s).
- Job Description.
- Any other written feedback that has been shared or received.

Reviewers other than the Manager should have whatever documents or information they think may be needed to efficiently complete the review.

Performance

Performance focuses on both the work that was accomplished throughout the established review period and how it was accomplished. (i.e., the quality).

Performance is broken into three different areas: 1) Veterinary Skill and Work Efficiency; 2) Collaboration and Interpersonal Skills; 3) Professionalism and Accountability. Ratings are given a numerical value as well.

Performance Rating Definitions

Exceptional (4)	Excellent performer who demonstrates outstanding achievement in key areas of responsibility; far exceeds expectations of position. This rating should be used for the very few unusually effective staff members who consistently achieve strong, positive results by their productive use of solid experience and exceptional ability.
Commendable (3)	Consistently exceeds requirements of position. Performance is above the expectations for a fully competent person in this position. Major responsibilities are met in a superior way.
Acceptable (2)	Performs adequately with minimal guidance and supervision. Results are generally satisfactory. All major responsibilities are fulfilled in an acceptable way.
Requires Improvement (1)	Quality or quantity of work does not meet standards of position. May show deficiency in one or more key areas but has potential to improve.
Unsatisfactory (0)	Poor performance. Does not meet minimum requirements of the position. Needs constant

	supervision, and work regularly does not meet acceptable standards. Potential for improvement is low.
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A. Veterinary Skill and Work Efficiency

Veterinary Skill and Work Efficiency is the level of expertise, compassion, and relative efficiency (i.e., quantity of output) that you bring to your work.

1. Veterinary Skill: Demonstrates and applies strong knowledge and skills required to perform responsibilities

- **Veterinary Knowledge and Standards**
 - _____ Demonstrates good medical knowledge base.
 - _____ Is aware of and applies current professional and departmental medical standards.

- **Medical Skills**
 - _____ Accurately assesses patients' past medical history and current condition through client questioning and thorough review of patient records, including during case transfer
 - _____ Conducts appropriate work-up of patients based on established medical standards and departmental/organization parameters; demonstrates strong diagnostic acumen.
 - _____ Creates and implements effective and practical treatment plans based on client goals and departmental protocols.

- **Technical Skills**
 - _____ Possesses strong technical skills; demonstrates ability to perform procedures effectively and pursuant to established standards.

- **Client Management**
 - _____ Demonstrates compassion (empathy, patience, communication ability) for clients.
 - _____ Keeps clients informed regarding the status of their pet and results of diagnostics along with discussion of revised estimates.
 - _____ Demonstrates friendliness, courteousness and ability to maintain a positive attitude with challenging clients and situations.

2. Work Efficiency and Organization: Objective measures that account for your performance relative to established team and organizational standards.

- _____ Level of production contribution.
- _____ Number of emergency exams performed relative to established team averages and departmental standards.
- _____ All medical work is promptly and properly documented.
- _____ Proactively ensures that procedures occur in a timely fashion and work flow proceeds efficiently.
- _____ Exhibits strong attention to detail in all aspects of professional duties.
- _____ Punctuality and attendance.
- _____ Works well under pressure; able to multitask, steps up pace as needed

Overall Section Rating (adding up the total, dividing by number of benchmarks)

	Overall Section Rating	General Commentary	Specific Examples
Employee's Comments			
Reviewer's Comments			

B. Collaboration and Interpersonal Skills

Collaboration comprises the teamwork and willingness to assist that you provide to others when needed; Interpersonal skills describe how you relate to and work with others

1. Collaboration

- _____ Models a "practice owner" mentality by demonstrating eagerness to collaborate with all employees for the success of the hospital.
- _____ Willing to assist with emergencies and late appointment clients.
- _____ Assists receptionists in providing answers to clients' questions.

_____ Assists colleague DVMs as the need arises, with emergencies, procedures, or patient/client care.

_____ Willingly maintains communication with clients when their pet's primary veterinarian is not available.

_____ Willing to assist with work beyond scheduled hours as the need arises

2. Interpersonal skills

_____ Provides advice and encouragement to new associates and interns

_____ Maintains an atmosphere of cooperation and mutual respect with support staff including LVTs, ACTs, CSRs and Financial Services team members.

_____ Maintains courteous and mutually respectful relationship with personnel from other departments and conveys willingness to assist in interdepartmental efforts

Overall Section Rating (adding up the total, dividing by number of benchmarks)

	Overall Section Rating	General Commentary	Specific Examples
Employee's Comments			
Reviewer's Comments			

C. Professionalism and Accountability

Accountability and Professionalism is the attitude and persona you bring to your work and your adherence to and support of departmental and organizational policies.

1. Professionalism

_____ Accepts feedback and suggestions.

_____ Informs/involves appropriate individuals on relevant issues.

_____ Handles conflict and/or concerns appropriately.

2. Accountability

_____ Gains appropriate client permission prior to performing services.

_____ Charges appropriately for all services provided.

_____ Creates accurate estimates within departmental parameters and updates promptly as needed.

_____ Reads and responds to all correspondence in a timely manner.

_____ Is aware of and supports AAH and ASPCA policies, guidelines and recommendations and communicates this to all staff.

_____ Respects hospital policies and orders from superiors even if he/she does not agree with them.

Overall Section Rating (adding up the total, dividing by number of benchmarks)

	Overall Section Rating	General Commentary	Specific Examples
Employee's Comments			
Reviewer's Comments			

Overall Total Rating (adding up averages of three sections, dividing by three)

	Overall Rating	General Commentary	Specific Examples
Employee's Comments			
Reviewer's Comments			

Action Plan

For Manager Only: The Action Plan should incorporate clear strategies and dates to address any issues of performance. Check points (i.e., clear dates when progress made is discussed) should also be included in the plan.

Action to Take	By When?	Check Points
<i>By 5/1/16, Adam will implement...</i>	<i>5/1/16</i>	<i>Check-ins every other week; Adam to send invites to manager.</i>

Signatures

Reviewer:

Employee:

Manager's Manager (post-review):

1180 Veterinary Performance Review (ARC/Adoptions)

Main Categories

- **Veterinary Skill and Work Efficiency**
 - Veterinary Skill and Work Efficiency is the level of expertise, compassion, and relative efficiency (i.e., quantity of output) that you bring to your work.
- **Collaboration and Interpersonal Skills**
 - Collaboration comprises the teamwork and willingness to assist that you provide to others when needed.; Interpersonal skills describe how you relate to and work with others
- **Professionalism and Accountability**
 - Accountability and Professionalism is the attitude and persona you bring to your work and your adherence to and support of departmental and organizational policies.

Performance Review Date:			
Staff Member Name:		Position:	
Reviewer Name:		Position:	
Period Covered in Review:			

Introduction

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Getting Started

For Manager and Direct Report – Here are some helpful steps for getting started:

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What You Will Need to Get Started

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- Job Description.
- Any other written feedback that has been shared or received.

Reviewers other than the Manager should have whatever documents or information they think may be needed to efficiently complete the review.

Performance

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Performance is broken into three different areas: 1) Veterinary Skill and Work Efficiency; 2) Collaboration and Interpersonal Skills; 3) Professionalism and Accountability. Ratings are given a numerical value as well.

Performance Rating Definitions

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Commendable (3)	Consistently exceeds requirements of position. Performance is above the expectations for a fully competent person in this position. Major responsibilities are met in a superior way.
Acceptable (2)	Performs adequately with minimal guidance and supervision. Results are generally satisfactory. All major responsibilities are fulfilled in an acceptable way.
Requires Improvement (1)	Quality or quantity of work does not meet standards of position. May show deficiency in one or more key areas but has potential to improve.
Unsatisfactory (0)	Poor performance. Does not meet minimum

	requirements of the position. Needs constant supervision, and work regularly does not meet acceptable standards. Potential for improvement is low.
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D. Veterinary Skill and Work Efficiency

Veterinary Skill and Work Efficiency is the level of expertise, compassion, and relative efficiency (i.e., quantity of output) that you bring to your work.

3. Veterinary Skill: Demonstrates and applies strong knowledge and skills required to perform responsibilities

- **Veterinary Knowledge and Standards**

- _____ Demonstrates good medical knowledge base.
- _____ Is aware of and applies current professional and departmental medical standards.

- **Medical Skills**

- _____ Accurately assesses patients' medical history and current condition through questioning of owner/adopter/foster or other person with knowledge of the animal, and thorough review of patient records, including all past medical work and e-mail discussions.
- _____ Conducts appropriate work-up of patients based on established medical standards and departmental/organizational parameters; demonstrates strong diagnostic acumen.
- _____ Creates and implements effective and practical treatment plans based on departmental and organizational protocols, parameters and goals.

- **Technical Skills**

- _____ Possesses strong technical skills; demonstrates ability to perform hands-on veterinary work as appropriate for the relevant department.

- **Owner/Foster/Adopter Management**

- _____ Demonstrates compassion (empathy, patience, communication ability) for owners, fosters and/or adopters.
- _____ Demonstrates strong communication skills during medical discussions; keeps these individuals informed as needed regarding the updated status of the animal; works well with owners/fosters/adopters to create treatment plans, give medical instructions, or make medical visit arrangements for patients.
- _____ Demonstrates friendliness, courteousness and ability to maintain a positive attitude with challenging clients and situations.

4. Work Efficiency and Organization: Objective measures that account for your performance relative to established team and organizational standards.

- _____ Number of patients examined or admitted relative to established team averages and departmental standards.
- _____ All medical work is promptly and properly documented.
- _____ Proactively ensures that work flow proceeds efficiently; directs and participates in work in an efficient and result-oriented fashion.
- _____ Exhibits strong attention to detail in all aspects of professional duties.
- _____ Punctuality and attendance.
- _____ Works well under pressure; able to multitask, steps up pace as needed

Overall Section Rating (adding up the total, dividing by number of benchmarks)

	Overall Section Rating	General Commentary	Specific Examples
Employee's Comments			
Reviewer's Comments			

E. Collaboration and Interpersonal Skills

Collaboration comprises the teamwork and willingness to assist that you provide to others when needed; Interpersonal skills describe how you relate to and work with others

3. Collaboration

- _____ Models a "practice owner" mentality by demonstrating eagerness to collaborate with all employees for the success of the department.
- _____ Willing to assist with unexpected patients/admissions; willing to "pitch in" with arising situations.

_____ Assists non-DVMs in providing answers to questions from other departments, the public, or other stakeholders.

_____ Assists colleague DVMs as the need arises, with patient care or other duties.

_____ Collaborates well with and is responsive to the needs of partners from other departments

_____ Willing to assist with work beyond scheduled hours as the need arises

4. Interpersonal skills

_____ Provides advice and encouragement to new associates and interns

_____ Maintains an atmosphere of cooperation and mutual respect with support staff including technicians, administrators, supervisors, and others.

_____ Maintains courteous and mutually respectful relationship with personnel from other departments

Overall Section Rating (adding up the total, dividing by number of benchmarks)

	Overall Section Rating	General Commentary	Specific Examples
Employee's Comments			
Reviewer's Comments			

F. Professionalism and Accountability

Accountability and Professionalism is the attitude and persona you bring to your work and your adherence to and support of departmental and organizational policies.

3. Professionalism

_____ Accepts feedback and suggestions.

_____ Informs/involves appropriate individuals on relevant issues.

_____ Handles conflict and/or concerns appropriately.

4. Accountability

_____ Gains appropriate permission when relevant from animal owner, whether public or interdepartmental, or from manager when circumstances require it (e.g. an exception to departmental protocol) prior to performing or directing services.

_____ Charges appropriately for all services provided (N/A for Adoptions veterinarians).

_____ Reads thoroughly and responds to all correspondence in a timely manner.

_____ Is aware of and supports departmental and ASPCA policies, guidelines and recommendations and communicates this to all staff.

_____ Respects departmental policies and orders from superiors even if he/she does not agree with them.

Overall Section Rating (adding up the total, dividing by number of benchmarks)

	Overall Section Rating	General Commentary	Specific Examples
Employee's Comments			
Reviewer's Comments			

Overall Total Rating (adding up averages of three sections, dividing by three)

	Overall Rating	General Commentary	Specific Examples
Employee's Comments			
Reviewer's Comments			

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For Manager Only: The Action Plan should incorporate clear strategies and dates to address any issues of performance. Check points (i.e., clear dates when progress made is discussed) should also be included in the plan.

Action to Take	By When?	Check Points
<i>By 5/1/16, Adam will implement...</i>	<i>5/1/16</i>	<i>Check-ins every other week; Adam to send invites to manager.</i>

Signatures

Reviewer:

Employee:

Manager's Manager (post-review):
