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PREAMBLE

This agreement is made between the Zoological Society of Philadelphia, herein after referred to as the “Zoo” or the “Employer”, and Local 752, District Council 47 of the American Federation of State, County and Municipal Employees, herein after referred to as the “Union.”

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Zoo and the Union, to insure true collective bargaining and to establish proper standards of wages, hours, working conditions and other conditions of employment.

The Zoo and the Union affirm that our responsibility for the animal collection is the highest trust of our joint mission and that information concerning the health or well-being of the animal collection should be provided in an expedient manner to the appropriate curator or veterinarian.

We similarly affirm our commitment to the health and safety of the Zoo’s guests, our fellow employees and ourselves.

SECTION 1 RECOGNITION

- a) The Employer agrees to recognize and bargain collectively with the Union as the sole and exclusive bargaining agent for all permanent hourly-rated full-time bargaining unit employees of the Employer employed in those job classifications described in Exhibit "A," with respect to wages, rates of pay, hours of employment and other conditions of employment.
- b) Whenever the word "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement.
- c) The parties agree that there shall be no discrimination against any bargaining unit employee on the basis of race, color, age, sex, national origin, religion, disability, political orientation or sexual preference.
- d) Job classifications expressly excluded from the bargaining unit are managerial, supervisory, confidential and security employees as excluded by the National Labor Relations Act and also the Employer's positions classified as data processors, administrative, co-op, work-study, interns and employees classified as "seasonal".
- e) Any new classifications instituted that have a reasonable community of interest with those titles now performing bargaining unit work shall be part of the unit. If the parties are unable to agree as to whether or not a classification should be included in the Agreement, they shall refer the issue to the appropriate third party for resolution.
- f) The absence from Schedule A of any title(s) previously represented by the Union shall not mean that they are excluded from the bargaining unit.

SECTION 2 UNION SECURITY

- a) For the term of this Agreement, all bargaining unit employees shall be required, as a condition of employment, to join and remain a member of the Union in good standing by the thirty-first (31st) day of employment.
- b) Whenever a new employee is appointed the Zoo will provide the Union with the employee's name, address, date of hire, department, title and rate of pay.
- c) Union shall provide a copy of this Agreement to each Bargaining Unit Employee. The parties will assume an equal obligation for the printing of this Agreement.
- d) When employees report the following changes to their status, Human resources will share these changes with the appropriate Union representative.

Name, address, telephone number
Marital status, dependents
Job related formal education and training
Selective service status
Emergency contact information

SECTION 3 CHECKOFF DUES

- a) The Employer, upon written authorization of a bargaining unit employee in a form satisfactory to Employer, shall deduct from the first pay received each month by such bargaining unit employee the Union dues for the current month and promptly remit same to the Union. If the bargaining unit employee's earnings in the first pay are insufficient to cover the deduction of dues, the dues shall be deducted from the next pay during the month in which there are sufficient wages to cover the full amount of his/her Union dues for that month. **The employer will remit these deductions to the Union by 1:00 P.M. on the Monday following the first pay date of each month. If the Monday falls on a holiday, payment will be made by 1:00 P.M. on the preceding Friday. This payment will be delivered by the Employer to an authorized Union official.**
- b) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or liabilities that shall arise out of or by reason of Employer's deduction of any dues made in accordance herewith or other action taken by Employer hereunder in reliance upon any lists, notices or authorization furnished to it by the Union.
- c) The Union shall notify the Employer of the amount of its monthly dues and of any changes made in the monthly dues during the term of this Agreement.
- d) The Employer shall also deduct from new bargaining unit employees an initiation fee in the amount of Fifteen Dollars (\$15.00) from bargaining unit employees' first pay.
- e) No bargaining unit employee shall be discharged or discriminated against under this Section if membership in the Union is not available to him/her on the same terms and conditions generally applicable to other members or if his/her non-membership or lack of good standing is for any reason other than his/her failure to tender the initiation fee or periodic dues or assessments uniformly required as a condition of acquiring and retaining membership in the Union.

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SECTION 4 GRIEVANCE PROCEDURE

The parties affirm their commitment to prompt and equitable resolution of conflicts and disputes before they become serious enough to require formal action such as a grievance or discipline. Accordingly, the parties have jointly developed, and encourage the use of, a 4-point communications protocol (see Appendix A) to foster frequent informal communications between Union officials and Zoo managers concerning potential conflicts and problems. The use of the aforesaid communications protocol shall in no way limit the right of either the Employer or the Union in their enforcement of the Grievance Procedure, or any other section of the Collective Bargaining Agreement. If a 4-point communication protocol is used and resolution is not achieved, within 30 days, unless extended by mutual agreement the protocol will be treated as the first step of the grievance process.

- a) Should any differences arise between the Employer and Union or an employee as to the meaning or application of, or compliance with, the provisions of this Agreement (except the provisions of Section 5 and Section 33 to which this grievance procedure shall have no application), the difference shall be settled in the following manner:

Step 1: Within five (5) calendar days, excluding Saturdays, Sundays and holidays, after the occurrence of the grievance, a meeting will be scheduled between the employee, his/her immediate supervisor and the appropriate Union Steward. If no satisfactory disposition of the grievance is reached, then

Step 2: Within four (4) days, excluding Saturdays, Sundays and holidays, after the decision of the supervisor under Step 1 above has been received by the Union, the grievance shall be reduced to writing and presented by the appropriate Union Steward to such representative of the Employer as the Employer may designate. A meeting will be scheduled to discuss the grievance in Step 2 within five (5) days, excluding Saturdays, Sundays and holidays, unless extended by mutual agreement by the appropriate Union Steward and the designated management representative. A written decision on the grievance so presented shall be rendered by the management representative as soon as possible, but no later than five (5) days, excluding Saturdays, Sundays and holidays, after such meeting. A written decision on management's Step 2 answer shall be rendered by the Union as soon as possible, but no later than five (5) days, excluding Saturdays, Sundays and holidays, after it has received management's answer. If no satisfactory disposition of the grievance is reached, then

Step 3:

- a) Unless extended by agreement of Employer and Union, within ten (10) calendar days, excluding Saturdays, Sundays and holidays, after the Union has notified Employer in writing it is not satisfied with the disposition of the grievance in Step 2, the grievance will be discussed at a mutually agreed time in a meeting between up to four (4) representatives of each of the parties, inclusive of Grievant and employer representative who may be the subject of the grievance, unless increased by mutual agreement. A written decision on the grievance so presented will be given by the management representatives as soon as possible, but not later than ten (10) days, excluding Saturdays, Sundays and holidays, (unless extended by mutual agreement) after such meeting. If no satisfactory disposition of the grievance is reached, then

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- b) All grievances involving the discharge of an employee shall be reduced to writing and initiated at Step 3 of the grievance procedure by submission of the written grievance to the designated management representative within five (5) days, excluding Saturdays, Sundays and holidays, of the date on which the employee is notified by the Employer of his/her discharge.
- c) All grievances involving disputes over Section 24 (a) and (b) shall be reduced to writing and Initiated at Step 3 of the grievance procedure by submission of the written grievance to the designated management representative.

Step 4:

- a) Within fifteen (15) calendar days of the Step 3 answer, the parties may, by mutual agreement, submit the grievance to mediation with the Federal Mediation and Conciliation Service (FMCS)
- b) The parties will attempt to mediate the grievance within fifteen (15) calendar days following the submission of the grievance. The results of the mediation are not binding on the parties.
- c) If either party determines in their opinion that the resolution is not successful, that party shall request a meeting with the other party which will take place within sixty (60) calendar days. The parties may agree to return to mediation for another attempt at resolution. If either chooses not to mediate the issue, then the issue can be filed for arbitration within thirty (30) calendar days.
- d) If there is a dispute between the parties in which the Employer believes that the Union has violated the Collective Bargaining Agreement, the Employer will so inform the Union in writing. The parties will then appoint a panel of equal numbers of representatives to discuss and attempt to resolve the dispute. If the parties cannot resolve the dispute, the parties will submit the dispute to mediation with FMCS pursuant to step 4(b).

Step 5:

- a) Within thirty (30) calendar days after the decision of the Employer following the meeting held in Step 3, or within fifteen (15) calendar days after the parties have mediated the grievance, the grievance may be submitted to arbitration by either party. If the grievance is submitted to arbitration, the arbitrator shall be selected and the arbitration conducted in accordance with the rules of the American Arbitration Association then in effect. The party desiring to submit a matter to arbitration shall notify the other party in writing of its intention to do so and of the issue to be arbitrated at least three (3) calendar days prior to the time the request for arbitration is submitted to the American Arbitration Association. The expense of the arbitrator shall be borne equally by Employer and Union. All other expenses shall be borne by the party incurring the expense. The decision of the arbitration shall be final and binding upon the parties hereto, but the arbitration shall not have the power or authority to alter or modify the terms and conditions of the Agreement.

- b) If the Employer fails to answer a grievance within the time requirements set forth above, the Employer shall be conclusively presumed to have agreed to grant the remedy requested in the grievance. If the Union fails to proceed with the prosecution of a grievance in compliance with time requirements set forth above, the Union shall be conclusively deemed to have withdrawn the grievance

- c) Any employee who is called in by persons in the management of the Employer at any level for disciplinary matters shall have the right to request that his/her Union Steward, or if no Steward is on duty, a Union Officer, accompany him/her. If the employee refuses to contact a Union representative, the Employer will contact a Union representative

SECTION 5 NO STRIKES - NO LOCKOUTS

The parties recognize their mutual commitment to animal welfare and guest services, therefore,

- a) The Employer agrees that during the term of this Agreement there shall be no lockouts.

- b) The Union agrees that during the term of this Agreement there shall be no strikes, work stoppages or work slow downs of any kind by the Union or any employees.

SECTION 6 OVERTIME

- a) All time actually worked by any employee in excess of eight (8) hours in any one day or forty (40) hours in any one week, exclusive of sick and emergency time, shall be paid for at the rate of one and one-half (1½) times such employee's regular rate of pay. Paid leave for sick or emergency time is not considered hours worked for purposes of computing overtime; however, annual leave scheduled at least twenty four (24) hours in advance will be considered hours worked for the purpose of calculating overtime. Any employee who actually works seven (7) consecutive days, exclusive of any sick or emergency time, in any regular work week will be paid for all hours worked on the seventh (7th) day at the rate of two (2) times such employee's regular rate of pay. All overtime work must be authorized in advance by the appropriate management supervisor or his/her designee.
- b) Except in cases of emergency and except in cases where the overtime work is caused by weather conditions occurring within forty eight (48) hours of the time the work must be performed, the Employer shall have the right to request an employee to work overtime only if (s) he gives the employee at least forty eight (48) hours advance notice of the overtime work. If the overtime work is caused by weather conditions occurring within the forty-eight (48) hour period, the notice shall be given as far in advance as possible. If no one is available to work by the above procedure, the Employer shall have the right to require overtime work in the reverse order of seniority among those regularly performing the work involved. Any overtime scheduled will be considered a regular scheduled workday and, therefore, subject to Section 14 of this Agreement.
- c) In the event that an employee is called into the Zoo on an emergency basis, the employee shall be compensated by overtime pay for the amount of time actually worked or four (4) hours of overtime pay, whichever is greater. In the event that the employee continues to work their regular shift after being called in on an emergency basis the employee shall be compensated for the remainder of their regular shift at their regular rate of pay for time worked after four (4) hours from their arrival time.
- d) In an emergency, or if notice is given as above provided, an employee shall be required to work the overtime for which (s) he is scheduled. If the employee is on grounds within one (1) hour before or after his/her regular shift when requested to return to work status or start work early, the employee will be paid only for the additional time worked. If the employee is on grounds but it is more than one (1) hour before or after his/her shift when requested to return to work status or start work early, the employee will be compensated for no less than four (4) hours at their overtime rate of pay. Likewise, if the request to work is mandatory, the employee will be compensated for no less than four (4) hours at their overtime rate of pay.
- e) Premium payments shall not be duplicated for the same hours worked under any provisions of this agreement.
- f) Overtime work will be spread as equally as practical among those employees regularly performing the work involved.

- g) Mandatory over time will be scheduled on a rotating basis in reverse order of seniority among those regularly performing the work.
- h) Any employee who is scheduled to work overtime and then calls out sick either before or after the scheduled overtime, will be paid straight time.
- h) An employee who has used sick time and is then asked by his/her management supervisor to work overtime, will be paid the overtime rate of one and one-half (1½) times his/her regular rate for hours worked beyond his/her regular work schedule.
- i) When an employee works twenty-four (24) consecutive hours, he or she will be paid double-time for the 25th hour and additional consecutive hours worked.

SECTION 7 PROBATIONARY PERIOD

- a) Employees entering the employment of the Employer shall be on probation for a period of one hundred and eighty (180) days. If the Employer retains such employees after the probationary period, their seniority shall be retroactive to the date the probationary period began. Probationary employees shall receive a written review of their work performance and progress on the 60th, 120th and 175th day of their probationary period. Any probationary employee whose performance is deemed less than satisfactory in any probationary review may be referred to the Employee Assistance Program (E.A.P) and to the Union for counseling. The Employer may terminate any employee during his or her initial probationary period for any reason which the Employer, in its discretion, deems sufficient, and neither the Union nor the employee shall have the right to question such dismissal, provided: this sentence shall not apply to a discharge which is alleged to be for a reason prohibited in section 1(c) of this Agreement. Probationary employees shall be entitled to medical and dental benefits on the thirty-first (31st) day of their probationary period. They shall be entitled to STD, LTD and Life/AD&D on the Ninety-first (91st) day of their probationary period.
- b) The Employer has the sole discretion to grant permission to probationary employees to apply for posted jobs or for transfers during the probationary period in the event that no permanent bargaining unit member applies.
- c) Within the first ten (10) days of employment, exclusive of Saturdays, Sundays and holidays, each new employee shall attend an orientation meeting at which a representative of the Zoo and a representative of the Union shall, whenever possible, jointly explain the benefit programs in which the employee is entitled to participate under the terms of this Agreement.
- d) Each new employee shall also attend an orientation meeting with a Union representative not to exceed one (1) hour of work time for either the employee or the Union representative. The Union will provide the employer with a checklist of items reviewed with the employee and date of the orientation. Whenever possible these orientations will be scheduled to coincide with each other and with any orientation offered by the Zoo. If the Zoo offers an orientation it will periodically share with the Union the information that it provides to new employees.

SECTION 8 WAGES AND BONUSES

1. WAGES

- a) Wage Increases

July 1, 2008	3.0%
July 1, 2009	3.0%
July 1, 2010	3.0%
- b) Wage rates and scheduled increases for the term of this agreement are documented in Exhibit A.
- c) The twenty (20) Keepers with the oldest gate seniority will be paid the highest Keeper rate in effect in Schedule A, exclusive of the Keeper Foreman rate. The parties agree that this pay practice applies only to those keepers who are receiving the “senior” rate of pay as of June 30, 1999 and that this practice will be discontinued through attrition except where the employee is classified as Lead Keeper.
- d) Employees will be paid weekly on Thursdays. If a holiday falls on Thursday, Employees will be paid on the preceding Wednesday
- e) Employees hired after June 30, 2008 will be enrolled in direct payroll deposit.
- f) Employees enrolled in direct payroll will be entitled to receive their pay information electronically. Employees wishing to participate in this program should request enrollment information from the Payroll Department. The Employer will absorb the cost of this program.

2. Bonuses

- a) During the term of this Agreement, the Employer will pay employees a \$225.00 longevity bonus for each five years of service. The bonus will be paid in a lump sum on the first payday in December. Employees hired after June 30, 2008 will not be eligible for this bonus.
- b) Keepers who are assigned to work directly with the elephants in the Pachyderm House and venomous reptiles in the Reptiles House shall receive premium pay above the rates paid other Keepers at the annual rate of nine hundred ninety-eight dollars and forty-eight cents (\$998.48), which is equivalent to forty-eight cents (\$.48) per hour.
- c) Keepers who are in training but are not yet fully qualified to work elephant or venomous reptiles will receive the premium pay for working with elephants and venomous reptiles under section 8 2(b).

3. RATES OF NEW OR CHANGED JOBS

Whenever the Employer substantially changes the work to be performed on an existing job, the Employer shall advise the Union of the new or changed job and the rate of pay established for it. If, after a trial period of fifteen (15) days on the new or changed job, the employee or employees involved and the Union is dissatisfied with the rate established, the Union may, within fifteen (15) days after the end of the fifteen (15) day trial period, file a grievance as established in Section 4 hereof. Any adjustment to the rate made as a result thereof shall be retroactive to the date the new or changed job was established.

4. TRANSFERS

Definition: The re-assignment of an employee from one position to another to meet facility needs. This option may, at the discretion of Management, be exercised as a Short-term or permanent re-deployment of staff to meet facility needs.

1. (a) Any employee who is temporarily transferred by the Employer to a higher rated job will be paid the higher rate for the actual hours worked in the higher rated job.
- b) Any employee who is temporarily transferred by the Employer to a lower paying job shall continue to receive his/her regular rate of pay.
- c) A keeper acting in the absence of a Lead Keeper during normal working hours will receive Lead Keeper rate for the actual hours worked as Lead Keeper, if the Lead Keeper is absent for more than one (1) hour during the work day. Keepers are not upgraded to Lead Keeper rate for work outside normal work normal work hours (e.g. evening events).

2. (a) Short-term Transfer

Definition: Short-term Transfers are those where the Union and the employee have either been notified that they will be returning to their previous position/title (such as when personnel are temporarily re-assigned when building are being renovated) or when personnel are re-deployed to temporary positions until vacancies for permanent transfer occur.

- 1) Management will provide sixty (60) day notice of the intent to Short-Term Transfer except under emergency circumstances.
- 2) b (2, 4 and 5) from below apply
- 3) When a vacancy opens, procedures are as per b (3) below.
- 4) A transferred employee moves in pay grade as per section 8 (4 (1) above.

5) Management retains the right to temporarily assign work under the “other” duties as assigned; portion of the job description to meet daily Operational needs without requiring the sixty (60) day notice in a (1) provided that the language in section 8 (4(1)) above is followed.

(b) Permanent Transfer

Definition: Permanent Transfers are defined as those transfers that result in a permanent re-assignment of an employee, such as the closing of a position or a building with no expectation that the employee will be returned to his/her previous position/title, through the following process:

- 1) Management will provide sixty (60) day notice to both the Union and the affected employees of the intent to permanently transfer, except under emergency circumstances when as much notification as possible will be provided.
- 2) Unless a specific job skill is required (such as venomous reptile experience, elephant experience), the transfer will be offered as an option to the team. If no one volunteers then the least senior person (as per section 16 (1)) will be transferred. In the case of keeper positions, the “team” is considered to include those regularly doing keeper work within a building or set of buildings. Lead keepers cannot be re-titled to keeper or relief keeper positions within their keeper team, unless they volunteer. For other jobs, teams are defined in a list at the end of this document.
- 3) If the intent is to fill a newly created position or a vacant position through transfer of an employee, the position must be posted first, as per section 16 (2). If another employee fills the position (other than the employee who would have been transferred into it), then the posting process continues. Once a position has been identified as available to receive a transferred Employee (i.e. posted with no internal applications received), then the transfer will continue as per paragraph 8 (4(2b2)).
- 4) If the transfer is into a newly created position; the transferred employee moves with his/her current weekend days off. If the current days off will not work within the team, the transferred individual may bump for days as per the bump clause in the contract (section 16 (4)). This process will be completed within 15 days of the notice of the transfer.
- 5) If the transfer is to a vacant position, the transferred employee takes the days assigned to the position until the annual bump for days as outlined in the contract (section 16 (4)).
- 6) A transferred employee moves in pay grade as per section 8 (4(1)) above, unless the work for the position the employee is being transferred from no longer exists (e.g. lead or foreman positions in a facility that has been shut down).

(c) Re-allocation within a Team after a Permanent Transfer:

Definition: Upon completion of a permanent transfer, it may be necessary to re-allocate the titles/positions within a team. For example, a permanent keeper position may be switched to a relief keeper position or vice versa.

- 1) Management will provide 30-day notice that there will be a re-titling of positions remaining in the team.
- 2) If there are no volunteers for re-titling, the least senior person (as per the definition of Seniority in 16 (1) in the team with the position/title to be re-titled is re-titled.
- 3) If the volunteer is the Lead and the position is for a relief keeper, the person cannot retain the title of Lead and the Lead position is then posted.
- 4) Employees cannot be non-voluntarily re-titled to positions for which they cannot Perform the work or for which they lack special training or certifications required. These latter positions are: reptile keeper/lead/foreman, elephant keeper/lead, MMIII positions, any position requiring a CDL. Management will discuss any new titles and come to mutual agreement whether they should be added to this “special training” list.
- 5) Employees move in pay grade as outlined in the contract with the exception of the lead position (as the contract prohibits the payment of lead rate for two people in the same area).

Teams for the purposes of implementing section 8 (4(2b2) follow the groupings in Exhibit A:

Engineering (all titles listed in Exhibit A).

Administration (all titles listed in Exhibit A).

Groundskeeping (all titles listed in Exhibit A).

Operational Support Services (all titles listed in Exhibit A).

Any new or reactivated titles will be placed by mutual agreement.

5. CREDIT UNION DEDUCTIONS; PAYROLL SAVINGS PLAN

Upon completion of the employee's probationary period, employees may deduct specified amounts each week from their pay for deposit to a credit union, savings or other account. Written notice must be provided to the Payroll Department at least two (2) pay periods in advance of the effective date of the payroll deduction. The notice must include the name, address, phone number and account number of the institution receiving the payroll deduction, and the amount of the deduction.

6. PAY FOR WORK ON HOLIDAYS

- a) An employee who works on one of the below employer-designated holidays (whether the Zoo is open or closed to the public), will receive the overtime pay rate of 1-1/2 times his/her regular rate of pay for the hours worked.

New Years Day	Labor Day
Martin Luther King's Birthday	Thanksgiving
President's Day	Christmas Eve
Good Friday	Christmas Day
Memorial Day	New Years Eve
Independence Day	

- b) An employee who works on a day the Zoo is closed to the public on any of the above holidays will be paid the greater of eight (8) hours at straight time or the actual number of hours worked at one and one-half (1 1/2) time

- c) **Employees who work a minimum of four (4) hours on Easter Sunday will receive a flat premium of \$50.00**

SECTION 9 ANNUAL LEAVE

1. DEFINITIONS

- a) "Annual leave" refers to the employee's annual paid leave benefit. Employees may use annual leave to take paid time off for vacation, holidays and personal use.
- b) A "year" is the twelve (12) month period commencing on the employee's anniversary date as a full-time employee.
- c) "Months in pay status" are the calendar months during which the employee worked at least eleven (11) days.

2. ANNUAL LEAVE BENEFIT

- a) Employees receive paid leave after completing thirty (30) days of full-time employment and annually thereafter on their anniversary date as a full-time employee according to the following service requirements:

<u>Completed Years of Service</u>	<u>Annual Leave Days</u>
<u>less than</u> < 1	14
1 - 5	25
6 - 10	30
11 - 23	35
24 +	40

- b) Employees may use annual leave provided they are on pay status during the calendar month in which any leave is taken.
- c) New employees must take ten (10) days of "mandatory" time off from work during their first year of employment. New employees may carry over four (4) leave days for use after their first year anniversary date.
- d) After completing one (1) year of full-time employment, employees must take fifteen (15) days of "mandatory" time off from work each year.
- e) After completing one (1) year of full-time employment, employees may request to receive a portion of their annual leave as pay in lieu of taking time off. Employees are limited to three (3) occasions in any anniversary year in which they may sell annual leave. Employees may "sell" in single day increments up to ten (10) days of leave each anniversary year. Once an employee sells any leave, (s)he must wait at least three (3) months before requesting to sell leave again.

3. ANNUAL LEAVE PROCEDURES

- a) Annual leave may be taken in hourly, half or full day increments.
- b) After completing one (1) year of full-time employment, employees may take up to three (3) unscheduled paid leave days per year for personal emergencies provided they comply with call-out procedures in Section 14 hereof. **In the first year of full time employment employees may take up to one (1) such unscheduled paid leave day. In all cases, if the employee is already at work when unscheduled time off is requested, the time off may be granted as scheduled annual leave if the employee's manager agrees that the time off can be granted without impacting operations for the requested period of the day. If the manager cannot accommodate the request without impacting on operations, the time will be granted as part of the unscheduled leave bank. If the request is for less than four (4) hours, the employee will be charged for a half day against his/her unscheduled annual leave bank. If the request is for four (4) hours or more, the employee will be charged for a full day against his/her unscheduled annual leave bank.**
- c) Employees hired after June 30, 1996 who have completed one (1) year of full-time employment, may save for future use up to fifty (50) leave days.
- d) Employees hired prior to July 1, 1996 may save up to the amount of "holiday" and "vacation" time accrued through their next anniversary date following June 30, 1996 in accordance with the terms of the expired contract plus fifty (50) days.

- e) An employee who becomes ill or disabled during a scheduled annual leave may charge the period of illness or disability to his accrued sick leave, provided the employee provides satisfactory proof of the illness or disability and its duration from a doctor.
- f) An employee who is on paid sick or disability leave pursuant to Sections 14 and 10 hereof, or who is absent from work because of injury or illness covered by worker's compensation insurance, shall be treated as on "pay status" for purposes of receiving their annual leave benefit.
- g) Requests for annual leave, whether in hourly, half or full day increments must be made in accordance with department procedures and submitted in writing for approval by the supervisor as far in advance as practicable. Employees requesting five (5) or more consecutive days off must do so in writing no later than two (2) weeks in advance of the date of that leave, or pay in lieu of leave, is requested.
- h) Annual leave pay is computed at the employee's regular rate of pay and is payable during the regular pay cycle. Employees may request leave pay in advance of taking scheduled leave provided a written request is approved by the supervisor and submitted to Payroll at least two (2) weeks prior to the pay date
- i) Supervisors may limit the number of employees on leave at any one time. In approving leave requests, supervisors consider, among other things, seniority, the amount of advance notice, critical nature of work and staffing requirements.
- j) The employee with the highest seniority shall be given preference in scheduling leave, provided that
 - 1) If a junior employee has scheduled five (5) consecutive days of annual leave, a Senior employee may only displace the junior employee by scheduling five (5) consecutive days or more of annual leave and by giving written notice no less than fifty (50) days in advance of when (s)he intends to displace the junior employee. The five (5) days or more of consecutive leave scheduled by the senior employee can displace any or all of the five (5) or more days of leave scheduled by the junior employee provided that the notification meets the above criteria.
 - 2) A senior employee can displace a junior employee who has scheduled four (4) days or less of annual leave provided that the senior employee has given written notice no less than ten (10) days in advance of the scheduled leave, except in the case of emergency. The leave scheduled by the senior employee can displace any or all of the four (4) days or less of leave scheduled by the junior employee.
- k) Management retains the discretion to approve or disapprove the scheduling of leave.

4. ANNUAL LEAVE BENEFITS AT TERMINATION

- a) An employee who terminates after at least one full year of employment as a full-time employee will be compensated at his/her regular rate of pay for any unused annual leave up to a maximum of fifty (50) days, except that employees hired prior to July 1, 1996 may be compensated up to the maximum days provided in paragraph 3d above.

- b) The payout for any unused leave benefits from the employee's last anniversary and the date of his/her termination will be prorated according to the number of days the employee was on pay status from his/her last anniversary date until his/her termination date. If the employee, as of the date of their termination, has used more annual leave than they earned, there will be no payout; nor, in such cases, will the Employer deduct this excess used leave from the employee's wages.
- c) An employee who provides less than 14 days written notice of his/her intention to terminate employment will forfeit payment of any unused accrued annual leave for which he/she would have been eligible to receive

5. ANNUAL LEAVE UNDER EMERGENCY CONDITIONS

Employees who are unable to report to work on a day when the Zoo is closed to the public and the business offices are closed and/or a state of emergency has been declared in Philadelphia or in the state in which the employee resides will be charged annual leave.

Employees who are unable to report to work on the day when the Zoo is closed to the public but the business offices are open will be charged unscheduled (emergency) annual leave.

SECTION 10 LEAVES OF ABSENCE FOR DISABILITY

- a) If an employee is medically unable to safely or efficiently perform the essential functions of his/her regular position due to injury (including work-related injuries), illness or pregnancy, the employee shall be placed on a disability leave of absence as follows:

<u>0 – 3 months of service</u>	<u>No disability</u>
<u>4 months - 12 months of service</u>	<u>3 months maximum disability</u>
<u>1 year - 6 years of service</u>	<u>6 months maximum disability</u>
<u>Greater than 6 years of service</u>	<u>9 months maximum disability</u>

For current employees with total full time service of less than 1 year as of June 30, 2008 the benefit is equal to 13 weeks.

The Employer may extend the leaves of absence up to a maximum of an additional three (3) months provided that the employee's physician and the Employer's physician agree that the employee will be able to return to work within the extended leave of absence.

- b) The Employer will require the employee or the employee's attending physician to submit medical information to the Human Resources Department at the outset of the disability and throughout the duration of the disability leave. The Employer may require the employee to submit to a medical examination by the Employer's physician or his/her designee during this period. The judgment of the employer's physician regarding the duration and extent of the employee's disability and his/her ability to return to work shall be final. If there is a difference of opinion on the duration or extent of the employee's disability or ability to return to active employment, the Employer's physician and the employee's physician shall select another physician to review the matter. The determination of this physician shall be final and binding

and the Employer shall pay the cost associated with the examination and review.

- c) The employee's group health insurance may be continued during an approved leave of absence for disability. Employees who are on worker's compensation for an illness or injury sustained while working for another employer will be required to pay the full cost of group health insurance and all other health and welfare benefits after (12) weeks. Seniority will continue to accrue during any authorized leave of absence for illness, injury, pregnancy or other disability.
- d) The Employer further agrees to comply with the applicable provisions of the Family and Medical Leave Act (FMLA). In the event the Employer approves a disability leave of absence, the employee's entitlement to FMLA leave shall run concurrent with the Employee's approved disability leave of absence. An employee may take up to 12 weeks of FMLA leave in a "rolling" 12-month period from the date the FMLA leave commences.
- e) Under no circumstances shall a disability leave continue for more than a total of twelve (12) months in duration. If an employee has not returned to active employment by the expiration of his/her approved disability leave of absence, his/her employment shall be terminated.
- f) An employee who is granted FMLA leave for reasons of injury, illness or pregnancy may use accrued sick leave and may apply for benefits under the Employer's short-term and long-term disability insurance policies.
- g) If an employee accepts other employment during a leave of absence, except if specifically authorized in writing by the Employer, his/her employment will be terminated as of the first day on which (s) he accepted such other employment.
- h) Employees will be returned to work no later than two (2) days from meeting the return to work standards and providing the required documentation. If return to work date falls on an employee's regularly scheduled day(s) off, the employee will be returned on his/her next regularly scheduled workday.

SECTION 11 PENSION

1. Defined Benefit Retirement Plan

- a) The employer shall continue the defined benefit pension plan in effect as of June 30, 2005, except that vesting for all employees will be frozen as of December 31, 2005.
- b) The current plan documents and applicable laws govern the terms and conditions of the plan, including normal, early and late retirement. Modifications to the defined benefit pension plan necessary to bring it into compliance with applicable ERISA and Internal Revenue Service Code and other regulations may be made without negotiation. Management will notify the Union should it become necessary to modify the plan for these reasons.
- c) Information about when and under what conditions an employee will be able to receive pension benefits and the amount of such benefits is available in the plan documents. The Zoo will provide the Union with a copy of the current retirement plan documents and any subsequent revisions to the document.

- d) Employees must notify the employer of their intention to retire in writing a minimum of sixty (60) days prior to their retirement date.
- e) Provided the employee meets the service requirements for vesting under the Plan, the plan provides a monthly death benefit for life to a surviving spouse if the employee dies before the employee's pension benefits begin and meets the plan's service requirements for vesting. To qualify as "spouse" the individual must be married to the employee for a minimum of one (1) year.
- f) Normal Retirement: Employees hired before January 1, 1993 are entitled to full retirement benefits at age 65. Employees hired January 1, 1993 or later, may retire with full benefits at age 65 provided they have five (5) years of vesting service in the Plan.
- g) Early Retirement: Employees who have 10 years of vesting service may retire as early as age 55 with a reduced benefit.
- h) Late Retirement: Employees may continue working beyond age 65 and continue to accrue pension benefits. However, employees who are still working by the time they reach age 70 ½ must begin receiving minimum plan benefits.
- i) The Zoo's Chief Financial Officer will review with the Union Pension Committee the financial performance of the defined benefit retirement plan. The review will be annual and include the actuarial report, independent audit, investment performance and any other relevant financial information

2. Defined Contribution Plan

- a) The employer will maintain the defined contribution retirement plan that was established January 1, 2000.
- b) Commencing January 1, 2009 the employer will match up to 3.75% of employee contributions to the defined contribution retirement plan.

Commencing January 1, 2010 the employer will match up to 4.25% of employee contributions to the defined contribution retirement plan.

Commencing January 1, 2011 the employer will match up to 5.0% of employee contributions to the defined contribution retirement plan.
- c) The current plan documents and applicable laws will govern the remaining terms and conditions of the plan. Modifications to the defined contribution retirement plan necessary to bring it into compliance with applicable ERISA, Internal Revenue Service code and other regulations may be made without negotiation. Management will notify the Union should it become necessary to modify the plan for these reasons.
- d) Information about when and under what conditions an employee is able to receive benefits and the amount of such benefits is available in the plan documents. The Zoo will provide the Union with a copy of the current retirement plans documents and any subsequent revisions to the document.

- e) Management agrees to participate in a joint committee to explore the possibility of providing Zoo wide early retirement benefits/programs. Any such program will be subject to Board of Directors approval and must be financially feasible.

SECTION 12 PASSES

- a) The Employer shall furnish Forty (40) passes to employees during each year of this Agreement that can be used for general admission to the Zoo and/or complimentary rides on the Channel 6 Zoo balloon, Dodge Wild Earth, Bird Lake Swan boats and the Amazon tropical rain forest carousel.
- b) The Employer will furnish each employee with an employee membership which will provide benefits equivalent to a Family Plus membership, while the employee is employed by the Employer.
- c) Employees retiring age 55 or older with ten years of service who retire from the Zoo will be entitled to an employee membership, which will provide benefits equivalent to a Family Plus membership, during the retired employee's lifetime.

SECTION 13 UNIFORMS; GLASSES

- a) Employer will provide uniforms appropriate to the season to employees who are required to wear work uniforms. Employer will replace uniforms on an as needed basis without cost to employees.
- b) Employer will also furnish to each employee a photo identification card and holder that must be worn while the employee is working on Zoo grounds (unless otherwise directed by the Employer.) If the employee loses his/her identification card more than once, (s)he must pay for the replacement thereof at the actual cost to the employer for providing the replacement.
- c) Employer will pay the cost of repairing or replacing an employee's eyeglasses, in an amount not to exceed \$200.00, for eyeglasses that are broken during performance of the employee's work.
- d) It is a goal of the Zoo that all employees present themselves to the public as professionals. Employees have frequent, direct contact with the public and shall adhere to the appearance and grooming standards as promulgated by the Employer from time-to-time in its Appearance and Grooming Policy, or revisions thereof.
- e) Employees must wear safety and other protective clothing that may be issued and required to be worn by the Employer. The employer is responsible for providing appropriately fitting gear and equipment of the highest affordable quality.
- f) Identification badges, uniforms and equipment issued by Employer are its property. Periodically and upon separation from employment, employees shall account for all property issued by Employer. Employees shall incur the cost of replacing unaccounted property issued by the Employer.

SECTION 14 SICK LEAVE

1. ACCRUAL AND USAGE

- a) An employee shall accrue sick leave at the rate of one (1) day for each month of service in which the employee is on a pay status for at least eleven (11) working days, up to a maximum of ninety (90) days accumulated sick leave.
- b) Accrued sick leave days may be used for illness, injury, doctor and dental appointments.
- c) Payments for sick leave shall be at the employee's straight time rate of pay.
- d) Short-term disability insurance coverage will begin on the eighth (8th) day following an employee's absence from work for seven (7) consecutive days due to non-work related injury or illness. The insurance will pay 66 2/3% of the employee's regular wages during absences from work according to the following schedule found in section (10 (a)). Employees may use accrued sick leave to cover the portion of their regular wage not covered by short-term disability.
- e) Long-term disability insurance coverage will begin after an employee has been absent from work for ninety (90) consecutive days due to a non-work related injury or illness. The insurance will pay 66 2/3% of the employee's regular wages during absence from work. Employees may use accrued sick leave to cover the portion of their regular wage not covered by long-term disability.
- f) The coverage and terms of the employee's short and long-term disability insurance are more fully set forth in the carrier's policies. Should there exist any inconsistencies between the language in this Agreement and the actual terms of the policies, the terms of the policies control.
- g) Employees use accrued sick leave to cover the first seven (7) days of absence. Employees will reimburse the Employer for the first seven (7) days of an absence which are subsequently paid by worker's compensation insurance. The Employer will then accordingly restore the employee's accrued sick leave.
- h) In cases of patterned or excessive absenteeism, the employer may require the employee to produce a doctor's certificate, regardless of the employee's accumulated sick leave.
- i) Any employee hired prior to July 1, 1996 who terminates his/her employment to immediately become pensioned or who dies while employed by the Employer shall at the time of the termination or death, receive payment at his/her then current regular rate of pay for the lower of thirty percent (30%) of the number of sick leave days accrued as of June 30, 1996 or the actual number of sick leave days accrued as of the date of termination not to exceed one hundred and seventy-five (175) days.
- j) In the event of the death of an employee, such payment shall be made to the employee's beneficiary.
- k) Should an employee die on the job or as a direct and proximate result of a work-related injury, the employee's beneficiary will receive the full cash equivalent of the employee's accrued sick leave.

- l) At the end of each calendar year, employees may make a one-time election to deposit sick time earned but not used in the calendar year in a “Sick Leave Bank”. Sick time will be banked at a value of \$50 per day and will be removed from the employee’s sick time accrual. In order to bank sick time employees must have a minimum accrual of 30 days. The maximum amount of sick time that can be deposited in a given year is equal to the number of days earned during the year less the number of sick days used during the year. Banked sick time may not be withdrawn other than for cash value at the termination of employment. The accumulated value of each employee’s bank will be paid out at retirement or termination of employment, provided that the employee provides a minimum of fourteen- (14) days written notice. **In January of each year, the Zoo will attach a notification to checks reminding employees of the Sick Leave Bank procedures. Employees will be asked to submit completed forms to bank time, with copies to Human Resources and the Benefits Administrator.**
- m) An employee who does not use any sick time during a calendar year will receive a bonus equal to three-(3) day’s pay at the employee’s regular rate of pay. The bonus will be paid the first pay period of the following February. Employees must be employed at the time the bonus is paid in order to receive the bonus. **Scheduled sick leave for doctor and dental appointments up to twenty-four (24) hours per year will not be counted against this sick bonus calculation.**

2. CALL OUT PROCEDURES

- a) When an employee is absent from work regardless of the amount of accumulated sick leave, the employee must call in before the commencement of the regularly scheduled work shift and:
 - 1) Notify the switchboard operator of the illness.
 - 2) Any employee who is absent from work for more than one day must directly inform his/her supervisor of the expected date of return to enable the supervisor to schedule the work during the employee's absence.

3. LABOR/MANAGEMENT ATTENDANCE REVIEW BOARD

- a) The joint Labor/Management Attendance Review Board will continue to review and discuss the monthly sick/late report, individual employee absence infractions and the utilization reports that are prepared by the Employer. The Review Board will meet as often as needed, but at least once a month.
- b) When the Attendance Review Board meets with an employee, the meeting will also include the employee’s supervisor. Within five-(5) working days of the Review Board’s meeting with the employee, the Review Board and the employee’s supervisor will recommend a course of action. **In making its’ recommendation, the Review Board may take into consideration such issues as provision of evidence of illness, total number of “occurrences” (individual periods of sick leave), the employee’s past history and overall record.** When possible, the Review Board and the supervisor will inform the employee of the recommendation at the time of the meeting. The final decision on disciplinary action will be the Employer’s.
- c) Annually the Review Board will establish goals and review procedures to improve and/or administer the established guidelines for absenteeism and lateness.

4. DISCIPLINARY GUIDELINES FOR ABSENTEEISM

- a) "Absence" is defined as any part or full sick day, or AWOL day. A month is equal to a calendar month's time.
- b) "AWOL" (Absent without Leave) is defined as being absent from the worksite at the start of the work shift and for thirty minutes thereafter without previously notifying the Employer. Documentation for AWOL or sick days is required within 24 hours of returning to work or the documentation will not be accepted.
- c) Under typical circumstances, the Attendance Review Board will meet with an employee before issuance of any attendance-related discipline by the Employer. Once the employee has met with the Review Board, the Employer may issue discipline before an additional meeting with the Board, if additional infractions occur before the next Review Board meeting. The Review Board will review any such attendance related disciplinary actions taken since its' last meeting.
- d) **DISCIPLINARY PENALTIES FOR AWOL**
 - 1) One (1) day AWOL will require a meeting with the Review Board.
 - 2) Two (2) non-consecutive days AWOL within a six (6) month period will result in an automatic suspension of three (3) days without pay.
 - 3) Two (2) consecutive days AWOL will result in an automatic termination, unless a satisfactory reason is given for not reporting.
- e) **DISCIPLINARY PENALTIES FOR ABSENCE**
 - 1) Employees will meet the Attendance Review Board upon their eighth- (8) absence.

Disciplinary warnings may be issued on the eleventh- (11), thirteenth- (13) and successive absences in a calendar year in accordance with the disciplinary guidelines in Section 35 of this agreement. Suspension or discharge may occur when the employee has been absent fifteen- (15) days in a calendar year. Sick leave taken in connection with a certified short-term disability claim will not be counted as absence for purposes of disciplinary action.
 - 2) In determining the appropriate disciplinary penalty, the employer will consider whether the absences are related to a chronic condition as defined under the Family and Medical Leave Act. Employees are required to provide appropriate medical documentation. The employer will also consider whether the absence is a full or partial day.
 - 3) Employees who are absent from work fewer than eleven- (11) times but whose absences are patterned or repetitive will meet with the Review Board.
 - 4) Disciplinary action, up to and including termination of employment, may occur based upon the results of the meeting with the Review Board and a review of the employee's overall disciplinary record.

f) **DISCIPLINARY PENALTIES FOR LATENESS**

- 1) Employees are expected to be punctual when reporting to work. Whenever practical an employee who is going to be late reporting to work, must notify the switchboard at least one-half hour prior to their start time or as soon as possible.
 - 2) Employees will be docked for the actual amount of time they are late.
 - 3) Employees will meet with the Attendance Review Board when they have been late eight (8) times or when they have been late for more than twenty (20) minutes on two occasions. Disciplinary warnings may be issued for lateness when an employee has been late a total of twelve (12) times. Subsequent disciplinary warnings may be issued for the sixteenth (16th) incident of lateness and the nineteenth (19th) incident of lateness. Disciplinary warnings are issued in accordance with the disciplinary guidelines in Section 31 of this agreement. Suspension or discharge may occur when the employee has been late twenty-two (22) times. Employees who are late more than twenty (20) minutes on more than four (4) occasions shall be considered to have sixteen (16) incidents of lateness. In determining the appropriate disciplinary penalty, the employer will consider the number of times late, the amount of time late and the reason for lateness.
 - 4) In the case of a regional event affecting traffic and/or public transportation that results in the lateness of multiple employees the Union will within seventy-two (72) hours of the event, not including Saturdays and Sundays, notify the Attendance Review Board in writing or electronically of the names of the employees whose lateness on a specific day was due to such event. Amendments to the list of affected employees may be made as appropriate.
- g) The above occurrences and related disciplinary sanctions are guidelines only. Disciplinary action up to and including termination of employment may occur based upon the employee's overall disciplinary record. Continued infractions of the Sick and Late Guidelines may result in termination of employment.

SECTION 15 LEGAL SERVICES

- a) The Employer is the plan sponsor for a legal service plan, and will fund the plan and pay the costs thereof as needed.

- b) It shall be the purpose of the Health and Welfare Committee to jointly set all terms and conditions for the provision of legal services to members, including but not limited to the choice of provider, the type and extent of legal services to be provided and the resolution of complaints by eligible members. The plan shall provide the same terms with that provider as currently exist under the jointly trusted plan. All decisions shall be made by mutual agreement of the Employer and the Union. Disputes shall be resolved through a demand by either side for arbitration pursuant to the procedure set forth in the section of this Agreement on grievance arbitration. The arbitrator will have the authority to break any deadlock by voting for either the Union or the Employer position.

SECTION 16. SENIORITY

1. DEFINITIONS

- a) Seniority shall mean the length of continuous service with the Employer into the bargaining unit position, computed from the employee's most recent date of hire. The seniority of employees hired on the same calendar day shall be in alphabetical order. An employee's seniority will be broken if:
 - 1) the employee quits;
 - 2) the employee is discharged for just cause;
 - 3) the employee has less than one (1) year's seniority and is on layoff for a period of twelve (12) consecutive months;
 - 4) the employee has one (1) year or more seniority and is on layoff for a period of twenty-four (24) consecutive months;
 - 5) the employee is absent from work for two (2) consecutive workdays without contacting the Employer, unless a satisfactory reason is given for not reporting.
- b) The Employer shall maintain a seniority list giving the names of each employee by his/her date of most recent hire. Annually, during the month of February, Employer will furnish to the Union a list showing the date of seniority of each employee.
- c) The principle of seniority is recognized by Employer and Union with regard to employees covered in this Agreement. Officers and Stewards of the Union, not to exceed twelve (12) persons at any one time, shall have preferred seniority in the event of layoff and recall only; provided, however, that the provisions in Section 2 and 3 below shall apply and be controlling over Union Officers or Stewards in the event of layoff and recall.

2. BUMP

- a) In October of each year, Foreman, Lead Keepers and Keepers in the Animal Department having two (2) years or more seniority shall have the right to bump less senior employees within their team for days off.
- b) The Union shall administer the afore-described annual bumping procedure. The Union will advise the Employer in writing at least fourteen (14) calendar days prior to November 1 of any changes in job assignments or work schedules as a result of the bump. Such changes will become effective annually by November 1.
- c) Collective bargaining unit employees who work in the Children's Zoo are subject to all of the provisions of Section 16 of the collective bargaining agreement, including the bump provisions.

3. JOB POSTING

- A) Internal Job Posting
 - 1) Notice of job vacancies will be posted on the bulletin board. The notice will bear the date and time of the posting. The notice will describe the job's essential functions, knowledge, experience and ability required physical requirements, and any special requirements consistent with the requirements of the job.

- 2) Subject to the provisions of Section 31 hereof, any employee may apply for any posted job, regardless of its pay rate, by written application to the Employer in such manner and form as Employer may specify. Employees must apply for posted jobs within five (5) days of the first day of posting, excluding Saturdays, Sundays and holidays. If a job is posted before 11:00 A.M., that day will count as the first day of posting. If the job is posted after 11:00 A.M., that day will not count as a day of posting. The Employer will send a copy of each job posting notice to the Union no later than the date the job is posted. As soon as possible following the closing date of the posting, the Employer will provide the designated Union representative with the names of employees who have applied for the posted position.
- 3) Except for those posted jobs more particularly described by title in paragraph 3(c) below, applicants for posted jobs will be selected on the following basis:
- a) The employee with the oldest gate seniority who applies for a posted job within his/her current job grouping will receive preference for the posted job provided the employee is capable of performing the work as stated in the job posting notice.
 - b) The employee with the oldest gate seniority who applies for a posted job outside his/her current job grouping will receive preference for the posted job provided the employee meets the minimum qualifications as stated in the job posting notice.
 - c) The employee who is selected for a posted job, which has physical requirements substantially different from his/her current position, must successfully complete a medical examination by the Employer's occupational health provider to determine whether the employee is capable of performing the physical requirements of the job.
 - d) Job groupings are defined below (exclusive of performance based positions):

1. Animal:	Open Relief, Assigned Relief, and Assistant Keeper
2. Inventory & Distribution:	Commissary Worker, Maintenance Storesman, Storesman
3. Support Services:	Central Communications Operator, Cashier, Clerk
4. Technicians:	Equipment Operator, Facility Technician, Gardner I Maintenance Mechanic I, Pest Control Technician I
- 4) The selected employee will receive an adequate trial period not to exceed ninety (90) days for the purpose of determining the employee's ability and fitness to perform the work. The following areas have 180-day trial period: Reptile House and Elephant House. If, in the opinion of the Employer, the employee satisfactorily performs the job, the job will become the employee's permanent position. If the employee does not perform the work to the Employer's satisfaction at any time within the trial period, then the Employer will advise the employee and the Union in writing and the employee will return to his former job as soon as possible, but no later than thirty (30) days from the date of the Employer's written notification.
- 5) If at any time during the trial period stipulated in 2(d) the employee concludes that (s)he does not wish to continue in the job, the employee will give Employer written notice of his/her intention to return to his/her former job. The Employer will return the employee to his/her former job as soon as possible, but no later than thirty (30) days from the date of the employee's written notice.

- 6) When a posted job is vacated for the above reasons then the job available will be re-posted and filled in accordance with the criteria established in paragraph 2(b) above. If, under the above procedures, no employees bid on the posted job, then the Employer may fill the open job by hiring new employees.
- 7) If a job which has been posted is not filled within thirty (30) days from its posting date, excluding Saturdays, Sundays and holidays, then the job will be reposted and employees may apply for the job and it shall be filled in the afore-described manner. If the employer has completed its recruitment of outside candidates and is close to making an offer to one of the candidates it may request that the Union waive re-posting of the job. The Union shall not unreasonably withhold its agreement to such a request with the understanding that the Union's awareness of an intended bid by an internal candidate(s) shall not be considered an unreasonable denial. If the outside candidate declines, the position will be re-posted.
- 8) Employer agrees that it will not hire any new Keepers while there are vacancies in the position of Lead Keeper unless the position of Lead Keeper has been posted and no bargaining unit employees apply.

9) When an employee is absent for more than sixty (60) consecutive days for temporary causes such as illness, injury or leave of absence (whether or not the absent employee is in pay status during his/her absence), the Employer must fill such absent employee's position with an employee in accordance with the procedures established in Section 16 (3) of this Agreement. If the position is filled by another Bargaining Unit Employee, the replacement employee will return to his/her position at the time the employee who originally filled the position returns to work. If a roll back position is filled from outside the current bargaining unit and the absent employee returns to work the employee filling the roll back position shall be laid off without advance notice. . In the event of such a layoff, the new employee may not exercise any seniority rights to bump. However, the new employee shall in all other respects be a member of the bargaining unit. If the absent employee separates from employment during the roll back period for any reason, the new employee shall be granted the position as a permanent fill and his/her seniority rights will be retroactive to his/her original hire date for the roll back position. Nothing herein shall be construed to require the Employer to fill any position for which there is no work. The Employer may request, and the Union will not unreasonably withhold, permission to extend the sixty (60) day period when an employee's return seems imminent.

B. PERFORMANCE BASED POSITIONS

- 1) The following positions in c) below are subject to the afore-described posting process. All employees who apply will be granted an interview. However, the Employer reserves the right to hire the applicant demonstrating the highest level of performance and capability using the following criteria
 - a) Previous performance evaluations of Zoo work
 - b) The formal interview. A Union Representative must be present during formal interviews.
 - c) Previous work experience and/or participation in career advancement opportunities.
- 2) If, in the Employer's opinion, two or more applicants are approximately equal under the above criteria, gate seniority will be used. If, in the Employer's opinion, no applicant meets all of the qualifications in the job posting notice, then the Employer may fill the opening by hiring new employees.
- 3) The titles of the positions filled on the basis of performance include but are not limited to Arborist, Commissary Foreman, Commissary Lead, Heavy Equipment Operator, Keeper Foreman, Lead Keeper, Permanent Keeper, Maintenance Mechanic II, Maintenance Mechanic III, HVAC III Technician, Lead Storesman, Pest Control Technician II

SECTION 17 MANAGEMENT'S RIGHTS

- a) Subject only to the limitations herein expressly set forth, it is recognized that all management functions, whether heretofore or hereafter exercised and regardless of the frequency or infrequency of that exercise, are vested solely in the Employer, including, but without limitation thereto, the full and exclusive control, direction and supervision of the Zoo and employees, the right to make such rules and regulations not inconsistent with the terms of this Agreement, as the Employer shall deem advisable, and right to hire, suspend, discharge, demote or otherwise discipline an employee for violation of the rules and regulations, or for other proper and just cause, to promote to better position, to maintain discipline and efficiency of employees, to determine schedules of work for an employee or employees, and to assign, reassign, or transfer any employee or employees from one job to any other.

- b) The Employer shall establish disciplinary procedures from time to time and shall notify the Union thereof. Employer shall notify the Union at least ten (10) calendar days prior to making any change in or addition to its disciplinary procedure. If the Union is not satisfied with such change or addition, it may submit the matter to the grievance procedure set forth in Section 4 hereof, starting at Step 3.

SECTION 18 SUBCONTRACTORS

- a) Outside contractors shall not be brought on the premises of the Employer by Employer to do work which is regularly and normally performed by the employees covered in this Agreement, provided that nothing herein shall prevent the Employer from:
 - 1) engaging outside contractors to perform such work in the event of emergency;
 - 2) engaging outside contractors to perform such work when Employer's employees are not available to do it, or cannot complete it within the time requirements of Employer, or when the Employer does not have the proper equipment to perform the work
 - 3) engaging outside contractors to perform any work which, in the judgment of Employer, the Employer has no employees qualified to perform.
- b) Annually, the Employer will provide a list of capital projects, which it expects to complete with outside contractors. The Union may request and the Employer will provide additional information about specific projects and contractors. The parties will review and must mutually agree to continue this practice annually.

**SECTION 19 PERFORMANCE OF BARGAINING UNIT
WORK BY SUPERVISORS**

- a) Supervisory employees shall not be permitted to perform Bargaining Unit work except when a Union official has been notified in advance. Exceptions to advance notification will be made when the Employer can demonstrate that it was not possible and in the following types of situations:
 - 1) when regular employees are unavailable, through no fault of the employer to initiate and/or accomplish a necessary and time-sensitive task;
 - 2) the instruction or training of employees, except as modified in Section 32 of this Agreement;
 - 3) in instances when difficulties are encountered on a job by the employee(s) or the employee(s) do not have the skills required to perform the job.
- b) This Section will not be used to displace an employee in a full-time job.
- c) The parties agree that certain tasks or portions of tasks normally performed by Bargaining Unit members may be performed by Supervisors for the following reasons:
 - 1) to evaluate effectiveness of repairs or services performed by employees, contractors and vendors.
 - 2) to ensure work methods are effective and efficient.

SECTION 20 BULLETIN BOARDS

The Employer will maintain a bulletin board at the Gate H Guard House. It will be used by the Union for the purpose of disseminating information concerning Union meetings, Union elections, social events and other affairs. No material shall be posted unless it is signed by a duly authorized union official and has been approved by the Employer.

SECTION 21 FUNERAL LEAVE

In the event of the death of a member of the immediate family of the employee consisting only of a spouse, same-sex domestic partner, parent, step-parent, child, brother, sister, legal dependent, step-brother, step-sister, mother in-law and father in-law, the employee shall be granted up to five (5) days leave of absence with pay. Additional leave for the death of any relative may be granted by mutual agreement out of holiday, vacation or leave without pay

In the event of the death of the grandchildren or grandparents, the employee shall be granted up to two (2) days' leave of absence with pay.

In the event of the death of an aunt, uncle, niece or nephew, first cousin, sister in-law or brother in-law the employee shall be granted a leave of absence with pay for the day of the funeral or service.

In the event of the death of an employee or an employee's spouse, domestic partner or child, employees in that employee's work group shall be granted three (3) hours with pay to attend the funeral or service providing that operational needs are met. Employees outside the work group shall be granted three (3) hours of annual leave provided that operational needs are met. If due to an emergency situation on the day of the funeral leave described in this paragraph an employee is required to work overtime, compensation at the appropriate overtime rate will begin only after the employee has worked longer than the amount of time away for the funeral leave.

.Requests for such leaves of absence shall be made in writing as far in advance as possible. Leaves of absence under this section shall be granted to the employee on his/her regular workdays. Employees are required to provide appropriate documentation upon their return.

SECTION 22

LEAVES OF ABSENCE FOR UNION OFFICIALS

- a) The Employer shall grant leaves of absence without pay for periods of up to two (2) weeks to employees for good cause, including attendance as a delegate at any labor convention. Paid leave may be granted for activities that are mutually beneficial. The granting of such leaves will be by mutual agreement.
- b) An employee who is elected or appointed to a District or International position in any District Council or American Federation of State, County and Municipal Employees will be granted a leave of absence without pay for a period of up to one (1) year, provided that the Employer receives a written request for such leave of absence from the District or International body, Local 752 and the employee involved. Employees on such leave of absence shall not accrue additional seniority during such leave and will not be entitled to any other benefits under this Agreement.
- c) Provided the employee gives written notice to Employer before the end of the leave of absence advising the Employer (s)he desires to return to work with the Employer, (s)he shall be reinstated no later than 30 days from the date (s)he intends to return to his/her former position or to a position of similar type at the then prevailing wage.
- d) The two (2) employees who are members of the District Council 47 Executive Board shall be released to attend the twelve (12) regular monthly Council Executive Board meetings. One of the two (2) shall be granted up to four (4) hours time off without loss of pay. The other shall be granted up to five (5) work hours off without pay. Both employees shall give reasonable advance notice to the Employer. The employee released without loss of pay shall have worked the first four (4) hours of each day on which the meetings are held. In addition, the Secretary-Treasurer of the Local Union shall be released without loss of pay on the second Tuesday of each month to perform administrative duties of the Local Union.
- e) The twelve (12) Bargaining Unit Employees who serve as members of the Executive Board of AFSCME Local 752 shall be given time off without loss of pay every third Wednesday at 12:00 noon to attend Executive Board meetings, providing it does not interfere with the operation of the Philadelphia Zoo.
- f) Requests for leaves of absence shall be made by the employee to his/her supervisor and the Union. A copy of the supervisor's response will be forwarded to the Union.

SECTION 23 SHOP STEWARDS

- a) For the purpose of adjusting grievances under the grievance procedure set forth in Section 4, the Union shall have not more than four (4) Stewards who will be employees selected by the Union. Management will recognize one steward per grievance except as set forth in Section 4 of this Agreement. Commencing with the signing of this Agreement and for a twelve-month period, one additional steward may be granted time off with pay to process a grievance at the first step, subject to the needs and schedule of the business of the employer. Thereafter, the parties must mutually agree to continue the practice for an additional period. Management will provide reasonable training opportunities for new stewards. For purposes of this agreement, all current stewards are trained.
- b) The names of stewards shall be furnished to the Employer in writing by the President of Local 752 upon the signing of this contract.
- c) Union stewards may enter work areas where bargaining unit members work during regular business hours for purposes of dispute and grievance investigation and processing provided their activities do not obstruct or hamper work or business activities.
- d) Union stewards must notify their supervisor or his/her designee in advance of leaving their post and must communicate their destination, purpose for leaving, duration of absence from post and any essential work, which must be completed during the absence. With the exception of emergencies, stewards will conduct activities related to dispute and grievance investigation and processing during their lunch and break periods as much as possible.
- e) Union stewards entering work areas other than their own for the above or any reason must notify the manager of the area in advance.
- f) Union stewards will schedule meetings with their constituents or with management as far in advance as practicable.

SECTION 24 MISCELLANEOUS

- a) Employer agrees that it will not hire temporary, seasonal or part-time employees or use volunteers to fill vacancies in permanent full-time bargaining unit positions unless the Employer is unable to hire a permanent full-time employee for the position. . The Union agrees that for this purpose and in order to reach this agreement, on June 30, 2008 there were no permanent full-time bargaining unit positions which were being filled by seasonal, temporary, part-time or other employees or volunteers who were not members of the bargaining unit.
- b) The supplemental workforce in the Facilities Department shall not increase above FY'06 budgeted headcount (=20 staff) at any given time during the terms of the Collective Bargaining Agreement. During this time, all supplemental labor in the Facilities Department will be permitted to perform all tasks listed in the Garden Attendant or Lead Garden Attendant job descriptions that were in place prior to the signing of this agreement
- c) Except in cases of emergency, the Employer shall notify a Bargaining Unit Employee at least 48 hours before a temporary change in shift schedule (temporary defined as lasting less than 10 days). In the case of an emergency, the Employer will provide notice as far in advance as possible.
- d) Union officials may use Employer's resources to conduct their internal business only with prior notice and approval from Employer.
- e) Child Abuse Screening
In keeping with provisions set forth by the Pennsylvania Child Protective Services Law, the employer will obtain child abuse clearances for all bargaining unit employees. Effective July 1, 2008 all bargaining unit employees will complete the Pennsylvania Child Abuse History Clearance form for submission to the PA Department of Public Welfare no later than September 1, 2008. A copy of the Completed clearance form will be forwarded to the Human Resources Department. Employees re responsible for forwarding a copy of the clearance results to Human Resources within 45 days of date on the application. Employees that fail to return Their clearance results and/or whose results reflect a history of child abuse will be subject to suspension and/or termination. The employer will assume the cost the clearance for bargaining unit employees. Clearances my be obtained as often as on a bi-annual basis.
- f) Animal Department Intern Pilot Program
The Union and the Zoo desire to create an opportunity for enrichment of the work experience in the Animal Department. In order to achieve this goal, both parties have agreed to a pilot program during the life of this Agreement (July 1, 2008 through June 30, 2011) involving intern assigned to Keepers within specific area, who voluntarily request the interns in order to afford the Keeper time to pursue special interests, research or other projects that have been approved by the applicable curator and the Career Development Committee.

- 1) The standards, guidelines, benchmarks, time frames, safety considerations etc of the pilot program shall be developed by the RBO Steering Committee which shall also develop an application format similar in nature and depth to the format currently in use by the Conservation Department. These shall all be set forth in a memorandum of agreement between the Zoo and Union and shall require a majority vote of all members of the Committee before becoming effective.
- 2) Keepers interested in working with an intern should work with their curator to develop a proposal. Keepers must have curatorial approval of the activities/projects to be achieved through working with an intern before submitting a proposal. Proposals may involve multiple Keepers. Proposals are to be submitted to the Career Development Committee.
- 3) For purposes of reviewing Keeper applications for interns, the Career Development Committee shall be made up of equal number of representatives from the Zoo and the Union. When a vote is taken to approve or disapprove an application for an intern, a tie vote shall be considered the same as a no vote. Approval for the use of interns cannot be granted without a vote of the Career Development Committee.
- 4) In approving a Keeper's request for an intern, the Committee will consider the feasibility of the proposal as well as the safety and security of the animal collection, all employees as well as the members of the public. In no way shall interns be sued for any other purposes than those outlined in the application unless modifications to a Keepers originally approved proposal are approved by the Career Development Committee and the appropriate curator in writing.
 - a) Proposals shall consist of projects that have objective measurable Benchmarks such as papers, enrichment projects, continuing Education (benchmark is the grade) and/or presentation(s) at conferences. Proposals for continuing education shall be limited to one semester at a time.
 - b) Projects shall be limited to a time span of six (6) months. The six (6) month period may be extended for cause upon review by the Career Development Committee but in no case will extend more than nine (9) months in a twelve (12) month period.
 - c) A list of the tasks for the intern shall be provided by the Keeper and reviewed by the appropriate curator. This list must be included as part of the proposal to the Career Development Committee.
 - d) At any one time no more than three (3) applications for interns shall be approved
- 5) If the bargaining unit goes below the number of positions held as of June 30, 2008 the Union reserves the right to unilaterally terminate the pilot program. (The Union acknowledges that it has had advance knowledge of the Pachyderm House, and will not raise that reduction in the bargaining unit as a basis for terminating the Pilot Project in view of discussions that took place during the negotiations for this Agreement.)
- 6) The progress of the program including but not limited to the use of the interns, and progress of each Keeper's project shall be monitored by the appropriate curator and the Career Development Committee every two (2) months.

- 7) Use of interns or lack thereof shall not be considered in any way for performance reviews or other performance related issues.
- 8) The amount of work performed by the interns shall be reviewed on an Annual basis by the RBO Steering Committee.
- 9) The intern cannot be present when the Keeper to whom the intern is assigned is absent from the Zoo. This requirement shall in no way be construed to deny annual or sick leave to a keeper to ensure work for an intern. At least for purposes of the pilot program, if the Keeper to which the intern is assigned leaves before the end of the work day for any reason, the intern cannot remain at the work site past the employee's leave time.
- 10) During the pilot program, an intern shall not be used to handle/manipulate the animal collection in any way. Failure to comply with this restriction shall cause the termination of the internship of that Keeper.
- 11) Members of the bargaining unit can apply to be an intern and work with a Keeper. The time spent in working as an intern will then be applied towards meeting the requirements of eligibility needs for Keeper positions. The Zoo retains all rights in selecting intern candidates.
- 12) This program does not apply to the Children's Zoo/teaching collection in which areas intern use and protocols continue as currently operating.

SECTION 25

LAYOFF and RECALL

1. Layoff

- a) Gate seniority shall be followed for purposes of layoff and recall in accordance with the following guidelines:
 - 1) Within job groupings, senior employees may replace junior employees. For purposes of implementing this section, the parties will use the definition of job groupings pursuant to section 16 2 c) 4. See Appendix () for the list of titles senior employees may bump within a job grouping. See Appendix B for the list of titles senior employees may bump within a job grouping
 - 2) Across departments, senior employees may replace junior employees in the following job titles: Assistant Keeper, Admission Cashier, Central Communications Operator, Storesman, Commissary Worker, Groundskeeper, Pest Control Technician I and Maintenance Storesman.
 - 3) Senior employees who replace junior employees in positions with physical requirements substantially different from their current position, must meet the physical requirements of and be capable of performing the work.
 - 4) For purposes of this section, employees have sixty (60) days to demonstrate their ability to perform the work.
- b) The Employer will notify the Union at least sixty (60) days prior to making any layoffs of employees. The notice will identify the specific positions to be eliminated.
- c) No layoffs shall be made by the Employer in any department while part-time, temporary or probationary employees or volunteers are performing bargaining unit work in the department in which the layoff is to be made, provided that the employee who would otherwise be laid off and/or bumped into a lower rated job is willing to perform work which is available in this department. Senior employees who bump into a lower rated job will be paid the rate for the lower rated job.
- d) The Union will have thirty (30) days from the notification of positions scheduled for layoff to notify the Employer of any job changes resulting from the layoff.
- e) As soon as possible after receiving the Employer's notice of a layoff, the Union will send the Employer the names of the Union officials designated to administer the layoff. The Union shall conduct activities related to administering the layoff in accordance with the guidelines for Shop Steward activity covered by Section 25 c, d, e and f. If requested by the Union, the Employer may, in extenuating circumstance; grant designated union official's reasonable additional time during the workday without loss of pay to facilitate the job changes resulting from the layoff.

2. **RECALL**

- a) In case of layoff, seniority freezes at separation date; individuals do not accrue additional seniority while on layoff status.

- b) The Union will be responsible for notification of individuals on layoff status regarding postings of available Bargaining Unit positions. The Union will notify the Employer of any candidates for the posted position from the layoff list within fifteen (15) days following the first day of the internal posting.
- c) Any bargaining unit position that becomes available while individuals are in layoff status will be filled in accordance with the following:
 - 1) If a laid-off position is reactivated:
 - A) The individual who formerly held that position will be given first right of refusal for that position. If that individual is on layoff status at the time the position is offered and refuses the position, the individual will be removed from the recall list, except in the case of a rollback position. If that individual is employed in another Bargaining Unit position at the Zoo at the time the position is offered, the individual can choose to return to his/her former position or remain in the current position.
 - B) If the position is not filled by the former incumbent, the position will be posted for active Bargaining Unit employees as per Section 16(2).
 - C) If the position is not filled by an active Bargaining Unit Employee, individuals on layoff status will be considered for the position, following the provisions of Section 16(2c).
 - 3) If a Bargaining Unit position becomes available that is not a laid-off position that has been reactivated:
 - A) The position will be posted for active Bargaining Unit Employees as per Section 16(2).
 - B) If the position is not filled by an active Bargaining Unit Employee, individuals on layoff status will be considered for the position, following the provisions of Section 16(2c).
- d) Employees hired from layoff status will have fourteen (14) calendar days following notification to begin work, unless granted an extension by the Employer.
- e) Employees returning to active Bargaining Unit positions from layoff status have sixty (60) days to demonstrate their ability to perform the work, in accordance with Section 25(1a4). This probationary period is waived for an employee returning to his/her own former (reactivated) position.
- f) Individuals returning to their own (reactivated) positions or to other positions within their workgroup will be paid at the rate as determined by their seniority at the time of return. Individuals returning from layoff status to a position outside of their workgroup at the time of the layoff will begin at the Hire rate for that position.

- g) The Employer may require a physical exam for a recalled employee prior to that employee beginning work.
- h) Benefits for a recalled employee will begin on the date the employee returns to work, with no waiting period.

SECTION 26 JURY DUTY

- a) An employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the Employer in an amount equal to his/her regular straight time pay for eight (8) hours up to a maximum of forty- five (45) days in a twelve month period.
- b) In order to receive payment, an employee must (a) give the Employer notice one week in advance that (s) he has been summoned for jury duty; (b) must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which (s)he claimed such payment and; (c) report to work at the Zoo on his/her regularly scheduled workdays immediately prior to and immediately following jury duty.

SECTION 27

**SPECIAL PROVISIONS FOR KEEPERS ASSIGNED TO WORK
WITH ELEPHANTS IN THE PACHYDERM HOUSE**

- a) In addition to the criteria specified in section 16 (3a) regarding performance-based positions, any internal applicants for the positions working directly with elephants will be assessed based on the Employer's evaluation of the likelihood the applicant will work safely and effectively within the elephant program. The Employer reserves the right to fill an elephant opening with an outside candidate if in the Employer's judgment no internal candidate, though otherwise qualified, is likely to work safely and effectively within the elephant program.
- b) The Assistant Curator for Pachyderms/Elephant Manager may participate fully and on a daily basis in all aspects of elephant management and care, including but not limited to, all training and other elephant management routines, feeding, and enclosure cleaning and care.

In the absence of a staff Assistant Curator for Pachyderms/Elephant Manager, a consultant to the elephant program may participate fully and on a daily basis in all aspects of elephant management and care, including all training and other elephant management routines. In this circumstance, keeper staff reports to a curatorial staff member, not a consultant.

This agreement is specific to this position of Assistant Curator of Pachyderms/Elephant Manager or the Elephant Consultant in the absence of the Assistant Curator/Elephant Manger and does not alter the general understanding between the two parties with regard to Sections 18 and 19 of the Collective Bargaining Agreement.

- c) The Employer will provide the Union with a copy of the current Elephant Program Manual.

SECTION 28 CAREER DEVELOPMENT

1. Definitions for Career Leave:

- a) Employer and the Union are committed to the professional development of employees. The Union and the Employer shall continue to support the Career Development Program, which will provide for education and training of existing employees.
- b) The Union will cooperate with Employer to establish training programs using outside resources, including encouraging other unions to allow employees to participate in their education and training programs as appropriate
- c) Off-site activities that are part of the Employer's regular business or the employee's regular work are not considered career leave for the purposes of this section.
- d) A Career Leave of Absence may be taken for professional development to increase the employee's job skill or knowledge. A Career Leave of Absence may be paid or unpaid and may be required by the Employer or may be considered optional.

2. Eligibility and Application Requirements for Career Leave:

- a) Employees who have completed one (1) year of employment may apply for paid leaves of absence for the purpose of career development.
- b) The frequency and duration of leaves of absence for career development will be at the Employer's discretion and will require the Employer's approval at least thirty (30) days prior to the commencement of leave.
- c) Employees with active discipline on file may apply for paid career leave. The granting of the leave will be at the discretion of the Employer.
- d) Requests for leaves of absence shall be made by the employee to his/her supervisor and the Union. A copy of the supervisor's response will be forwarded to the Union.
- e) It is the hope of the Employer and the Bargaining Unit that all employees who participate in Zoo sponsored professional development will willingly share their knowledge and experiences. This sharing can be in multiple formats as agreed to by the employer and employee, including written reports, oral presentations and other communications to interested staff and those that will benefit from this knowledge.

3. Pay Practices for Career Leave:

- a) Employer required training and/or career development programs will be handled in the following manner:
 - 1. If the training and/or career development falls during an employee's regularly scheduled workday, the employee will be paid at their regular rate of pay.

2. If the training and/or career development falls outside of an employee's regularly scheduled workday, the Employer will first try to adjust the employee's workweek so as not to exceed the employee's regular weekly work schedule. However, the Employer cannot guarantee an adjustment to the employee's schedule.
 3. The Employer will pay the overtime rate for training and/or career development activities that exceed 40 hours per week.
 4. For the purposes of this section only, the parties agree that the overtime rate will be paid after the completion of 40 hours of work in a week. The overtime rate will not be paid after 8 hours per day.
- b) Training and/or career development programs that are not required by the Employer, but are considered to be mutually beneficial will be treated as follows:
1. If the training and/or career development falls during an employee's regularly scheduled work day, the employee will be paid at the regular pay rate for actual time worked, not to exceed 8 hours of pay.
 2. If the training and/or career development falls outside of an employee's regularly scheduled workday, the employee's time is not compensable.

4. **Education Assistance Program:**

- a) Employees are eligible for the Education Assistance Program after completing one (1) year of employment.
- b) Employees will submit requests for tuition assistance through the Education Assistance Program to the Career Development Committee. The Committee will fund applications in accordance with its guidelines.
- c) In the event of restructuring of present job classifications, change in work routines, or introduction of new technology, the employer will make every reasonable effort to train employees who will be adversely affected by the contemplated change, so that said employee(s) will be able to retain employment with the Employer in a different classification

SECTION 29 HEALTH AND SAFETY

- a) There shall be a joint Union and Management Committee consisting of no more than five (5) representatives each from the union and the employer. The employer recognizes its obligation to comply with applicable safety laws and to provide and maintain healthy and safe working conditions. The employer will take and enforce precautionary measures to protect the safety and general well being of the employees so that hazards of work shall be minimized. The Union shall be responsible for cooperating with the employer to both promote and implement health and safety programs, including assuring employee's adherence to health and safety policies.
- b) The committee shall have responsibility and authority to make recommendations to management to remedy health and safety hazards it identifies pursuant to exercising the following powers and duties:
 - 1) Receive, consider and dispose of concerns and complaints with respect to the safety and health of the employees and the Zoo.
 - 2) Conduct or ensure that periodic inspections of buildings and/or job sites are conducted for purpose of identifying unsafe conditions to prevent occupational illness and injury. The committee will provide a written report of its finding to the employer.
 - 3) Review summary reports of occupational illness and injury maintained by the employer.
 - 4) Develop and promote measures to protect the health, safety and welfare of employees and guests.
 - 5) Develop and promote programs for education and information concerning safety and health in the workplace
 - 6) The committee will prepare and submit a list of its priorities and estimated costs annually to be evaluated as part of the budget process. Management may accept, reject or modify the committee's priorities and recommendations.
- c) Committee members shall be entitled to occupational health and safety training annually, to be provided at the Employer's expense. The form, nature and location of the training shall be approved by the committee.
- d) The committee shall recommend the form and nature of occupational health and safety training which will be provided to all employees on a regular basis.
- e) The committee shall meet as needed but no less than once a month.
- f) The above provisions do not limit the Employer's right to conduct training notwithstanding the functions and duties of the Health and Safety Committee.

SECTION 30. HEALTH AND WELFARE

- a) The Employer will maintain exiting medical benefits in the plans in which employees are enrolled, at the current contribution rate through December 31, 2008. The employer will continue to provide medical benefits for employees through the Flex C1-F1-01 series for Personal Choice, Keystone POS and Keystone HMO plans underwritten by Independence Blue Cross or through plans providing comparable benefit level for the term of the contract. Each plan will include a \$10/\$20/\$35 prescription drug benefit.
- b) Effective January 1, 2009, the Union will transition to an annual January 1, benefits enrollment cycle.
- c) Employees may elect coverage under any of the plans offered by the Employer for bargaining unit employees.
- d) Employees will make weekly contributions on a pre-tax basis toward the cost of the benefits in the following amounts:

July 1, 2008-December 2008- No increase to employee contribution

Keystone HMO	9% of 2007 premium
KPOS C1-F1-01	11% of 2007 premium
PPO C1-F1-01	July 1, 2007 contribution plus 50% of increase to premium

January 1, 2009

Keystone HMO	11% of premium
KPOS C1-F1-01	13% of premium
PPO C1-F1-01	Previous year's contribution plus 55% of increase to premium

January 1, 2010

Keystone HMO	12% of premium
KPOS C1-F1-01	13% of premium
PPO C1-F1-01	Previous year's contribution plus 56% of increase to premium

January 1, 2011

Keystone HMO	13% of premium
KPOS C1-F1-01	14% of premium
PPO C1-F1-01	Previous year's contribution plus 57% of increase to premium

- e) Employees who decline to enroll in any of the medical plans sponsored by the Employer will receive a medical waiver each year they decline medical coverage. Employees hired prior to June 30, 2008 are eligible for a \$4000.00 waiver; employees hired after June 30, 2008 are eligible for a \$1,000.00 waiver. . Employees may decline coverage only if they have medical coverage through a medical plan other than the Employer's and provide proof of the coverage. Employees who decline to participate in the Employer's medical plans do not have union representation with respect to medical benefits obtained from any plans other than those provided by the employer.
- f) Except for a qualifying "life event," employees who decline to participate in the Employer's medical plans may not change their election until the Employer offers an open enrollment. The Employer will offer an open enrollment once a year. Employees who re-enroll will be covered by the KPOS plan.
- g) Spouses who are employed by the Employer who elect to receive coverage through the same medical plan will enroll at the coverage level with the lowest premium under the plan they elect or are eligible for.
- h) Dental benefits will continue at a level equal to those in effect as of June 30, 2008.
- i) Life and Accidental Death and Dismemberment Insurance will be provided at one times the employees' annual base salary up to a maximum of \$50,000. Effective January 1, 2009, the Employer shall offer as a benefit the opportunity to increase this coverage up to two (2) times the employees annual base salary up to a maximum of \$100,000.00
- j) Short Term and Long Term Disability insurance will continue at a level equal to the coverage in effect as of June 30, 2008, the equivalent of 66 2/3% of an employee's monthly wages up to a maximum of \$2500.00 per month
- k) The Vision benefit will be continued as the benefit level in effect as of June 30, 2008
- l) The Employer will continue the Employee Assistance Program (EAP) for the duration of the collective bargaining agreement at the benefit levels in effect as of June 30, 2008.
- m) The Employer will maintain qualified flexible spending accounts that can be used to pay for eligible medical and dependent care expenses.
- n) The Union and the Zoo agree to maintain a Health and Welfare Committee consisting of six (6) members, with three (3) representing each entity. The Committee will meet as required, but at least four (4) times per year for the purpose of:
1. Reviewing proposed changes in benefit providers in paragraphs (a), (h), (i), (j), (k) and (l) above.
 2. Purchasing insurance from carriers other than those referred to in paragraph (a) above provided that a majority of the Committee so agrees.

3. Meeting with the Zoo's benefits broker, consultants and/or proposed benefits provider to discuss proposed changes;
 4. Assuring that existing benefits are not adversely affected by proposed changes in benefit providers.
 5. Discussing any concerns relating to proposed changes in benefits.
- o) A member of the bargaining unit designated by the Local will be assigned to perform administrative work in connection with the insurance purchased by the Employer. For the duration of this agreement, the individual thus assigned may perform this work during 24 straight-time hours per week. If the individual assigned to this work changes during agreement, the number of hours dedicated to administrative work will be renegotiated.
- p) During this Agreement, the employee designated to perform administrative duties shall be compensated at an hourly rate equal to the top rate established for Groundskeeping Foreman with a \$0.48/hour premium added for all hours worked including overtime and annual leave. If the individual assigned to this work changes during this agreement, pay rate for hours dedicated to the insurance-related administrative work will be compensated at the top Groundskeeping Foreman rate, but pay rate for hours other than those dedicated to insurance-related administrative work will be renegotiated.
- q) Management agrees to continue medical benefits for separated employees to the end of the month of their separation.

SECTION 31

DISCIPLINARY PROCEDURES

- a) When appropriate, disciplinary actions will be progressive and will include:
- | | |
|-----------------------------------|---|
| 1) First offense | written warning |
| 2) Second offense | written warning |
| 3) Third offense | written warning and suspension without pay not to exceed three days |
| 4) Fourth and succeeding offenses | suspension or discharge. |
- b) Suspension or discharge may take place exclusive of written warnings for major offenses depending on the seriousness of the offense and/or surrounding circumstances. Major offenses include, but are not limited to, possession or use of weapons, intoxicants or illegal drugs, insubordination, fighting, gambling, threats of physical harm to persons or property and theft.
- c) Copies of disciplinary notices will be furnished to the union.
- d) Disciplinary notices are considered "inactive" for purposes of progressive discipline and will be removed from an employee's personnel file to a separate file after an employee goes without discipline for a period of one (1) year.
- e) Any employee who is called in by persons in the management of the Employer at any level for disciplinary matters shall have the right to request that his/her Union Steward, or if no Steward is on duty, a Union Officer, accompany him/her. If the employee refuses to contact a Union representative, the Employer will contact a Union representative.

SECTION 32 LABOR/MANAGEMENT COOPERATION

- a) All parties to this Agreement recognize the benefits of joint labor/management cooperation and wish to continue this cooperative effort for the term of this Agreement. The Employer recognizes the importance of input from bargaining unit employees and union representatives and agrees to involve them in the continuous effort to improve Zoo operations, products and services. When possible, such involvement may include input into Zoo operating budgets and feedback from employees about external candidates under consideration for bargaining unit vacancies in their work group. The parties agree that the foregoing employee input in no way limits any of the Employer's rights under Section 17 of this Agreement. Therefore, for the term of this agreement, all parties agree to continue:
- 1) the current joint committee system and structure;
 - 2) the joint labor/management approach to problem solving and decision making;
 - 3) the use of Letters of Agreement to record and clarify solutions to issues.
- b) The joint labor and management committees include: Attendance Review Committee, Health and Welfare Committee, Health and Safety Committee, Pension Committee, Career Development Committee and the Steering Committee.
- c) The Union recognizes its responsibilities as the exclusive bargaining agent for employees and realizes that for the Employer to provide continuing employment, good working conditions and good wages, it must be in a strong economic position, provide high quality animal care and excellent services to guests as efficiently and cost effectively as possible.
- d) The Union and the Employer will appoint a committee consisting of an equal number of representatives to study the feasibility of implementing flexible work hours and schedules and to discuss overtime and other rules related to work schedules. It shall be the purpose of the Committee to develop and recommend approaches to alternative staffing and work schedules to maximize worker productivity and improve the guest experience. The Committee will report its findings and recommendations to the Employer and the Union. The Employer may accept, reject or modify the Committee's recommendations in whole or in part. In the event that the Employer implements an alternative work schedule, the Committee may recommend necessary changes or modifications to the terms of this agreement regarding overtime and other rules related to work schedules. The appointment of the aforesaid Committee does not restrict or limit the Employer's rights under Section 17 of this Agreement to determine work schedules and assignments.
- e) The parties recognize that prudent management of a not-for-profit institution includes the effective use of volunteers to help accomplish the Employer's mission and business goals. The parties will meet to discuss the appropriate use of volunteers.

SECTION 33 SAVINGS CLAUSE

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable by the final, non-appeal able decision of a court of competent jurisdiction, then such specified provision hereof shall be of no further force or effect, but the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect, and for this purpose, the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is so determined to be invalid or unenforceable, the parties shall meet promptly in an effort to negotiate and agree upon a satisfactory substitute provision, but the inability of the parties to reach an agreement shall not be subject to the grievance procedure or arbitration nor shall any difference have the result of terminating or otherwise affecting this Agreement which shall remain in full force and effect.

SECTION 34 PRODUCTIVITY

- a) The Union and the Employer shall continue to jointly explore and evaluate the daily operations of the Zoo with a view of maintaining and increasing productivity in a manner that is consistent with the health, safety and well-being of the employees.
- b) All parties mutually agree to the principle of a fair day's work for a fair day's pay. The Union will cooperate with the Employer to assure a full day's work from employees. The parties agree to work toward the objective of achieving the highest level of employee performance, efficiency and service.

SECTION 35 PERSONNEL FILE

- a) Employee personnel records, as required by law and necessary for efficient operations, are maintained in the Human Resources Department. Employees must promptly report changes, including but not limited to the following, to Human Resources:

name, address, telephone number

marital status, dependents

job related formal education and training

selective service status

emergency contact information

- b) Employees may review the information in their personnel file during business hours by appointment.
- c) The Employer and the Union have agreed that no information maintained in an employee's personnel file shall be released to any outside party making inquiries about an employee unless said employee gives approval to the Employer to release the information about which inquiry has been made, or appropriate legal process has been received by the Employer.

SECTION 36 TERM OF AGREEMENT

Employer and Union agree that the term of the Collective Bargaining Agreement shall be in force commencing 12:01 am, July 1, 2005 until 12:00 midnight June 30, 2008.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATTEST: ZOOLOGICAL SOCIETY OF PHILADELPHIA

by: _____
by: Joseph J. Steiner
by: Kara J. [unclear]
by: Matthew J. [unclear]
by: Andrew J. [unclear]
by: _____
by: _____

LOCAL 752, AMERICAN FEDERATION OF STATE, COUNTY, MUNICIPAL EMPLOYEES

by: [Signature]
by: Gessoff M. Carter
by: Ernie C. [unclear]
by: Kay Bukamant
by: Thamara [unclear]
by: _____
by: _____

PHILADELPHIA



AMERICA'S FIRST ZOO

3006 City Street
Philadelphia, PA 19104
Tel: 215-261-2200
www.philadelphiazoo.org

September 13, 2005

Ronald Braxton, President
AFSCME Local 752
1606 Walnut Street
Philadelphia, PA 19106

RE: Overtime pay after working 24 consecutive hours

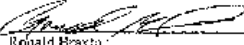
Dear Ron:

This letter documents that, consistent with the application of overtime during weather emergencies in the past, when an employee works 24 consecutive hours, he or she will be paid double-time for the 25th and additional consecutive hours worked.



Michael P. Minc
Vice President, Human Resources

12-27-05
Date



Ronald Braxton
President: AFSCME Local 752

12-27-05
Date

(215) 510-8680



Philadelphia Zoological Employees

LOCAL 752

 1838 WALNUT STREET
 PHILADELPHIA, PA 19104

August 16, 2008

Michael Mele, Vice President, Human Resources
 Zoological Society of Philadelphia
 3400 West Girard Avenue
 Philadelphia, PA 19104-1196


Re: Side Letter Of Agreement Concerning Appendix E

Dear Michael:

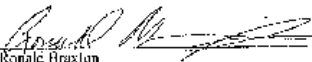
This letter documents the agreement between the Zoo and AFSCME LOCAL 752 with regards to the contents of Appendix B, in the Collective Bargaining Agreement dated July 1, 2005 to June 30, 2008.

The Zoo and Local 752 are in agreement of all sections of Appendix B except for the Engineering Section, with respect to the within department bumping of the MEM3 positions during a Layoff. The Zoo's position is that within department bumps for the above mentioned positions are qualified by license. Local 752's position is that all within department bumps are by seniority.

The Zoo and Local 752 agree that this issue was not fully discussed during contract negotiations and in order to move forward with this agreement, have agreed to publish Appendix B as presented and to reconvene the appropriate parties to come to agreement on this issue.


 Michael Mele
 Vice President, Human Resources

2-7-08
 Date


 Ronald Brunlan
 President, AFSCME LOCAL 752

2-7-08
 Date



September 12, 2006

Ronald Braxton, President
AFSCME Local 752
1636 Walnut Street
Philadelphia, PA 19106

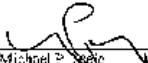
RE: Use of annual leave under the Zoo's weather emergency policy

Dear Ron:

This letter documents the agreement between the Zoo and AFSCME Local 752 regarding use of annual leave by bargaining unit employees under the Zoo's weather emergency policy.

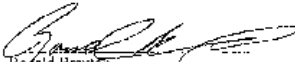
Employees who are unable to report to work on a day when the Zoo is closed to the public and the business offices are closed and/or if a state of emergency has been declared in Philadelphia or in the state in which the employee resides will be charged annual leave.

Employees who are unable to report to work on a day when the Zoo is closed to the public, but the business offices are open will be charged unscheduled (emergency) annual leave.



Michael P. Neale
Vice President, Human Resources

12.27.06
Date



Ronald Braxton
President AFSCME Local 752

12.27.06
Date

APPENDIX A

4-POINT COMMUNICATION PROTOCOL

1. If either party believes there is a situation that may have a negative impact on the work environment or work performance, either party may initiate a discussion of the issue.
2. A meeting should be set for the manager and the Union official to define the issue, determine if it is a problem, and, if necessary, develop a plan of action. (It is understood that either or both the manager or Union official might need to review the action plan with other managers or Union officials, but it is also understood that in some cases both parties are empowered to implement the action plan.
3. When the issue involves an employee(s) a further meeting should be scheduled for the manager and the Union official to meet with the employee(s) to discuss the action plan. If the Union official is not a Union Steward, the employee(s) may select a Steward to be present.
4. Once the action plan has been put in process, both parties should arrange to keep the other informed of the outcome.

At the request of either union or management the parties will meet to review this protocol. If the parties mutually agree, this protocol may be modified during the term of this agreement.

APPENDIX B

APPENDIX TO THE LAYOFF AND RECALL SECTION

Within Department Bumps in the event of a layoff:

ALL BUMPS ARE BY SENORITY:

Engineering

- MM-III can bump a MM-III (providing they currently have or could immediately activate any required license), MM-II, Auto Mechanic II, MM General, MM-I or Storesman
- MM-II and Auto Mechanic II are equally rated and can bump a MM-II, Auto Mechanic II, MM General, MM-I or Storesman.
- MM General can bump a MM-I or Storesman
- MM-I and Storesman are equally rated and can bump each other

Animal Department and Keepers in the Education Department:

- Foreman can bump Foreman, Lead Keepers, Permanent Keepers, Assigned (Open) Relief Keepers and Assistant Keepers
- Lead Keepers can bump Lead Keepers, Permanent Keepers, Assigned (Open) Relief Keepers and Assistant Keepers
- Permanent Keepers can bump Permanent Keepers, Assigned (Open) Relief Keepers, and Assistant Keepers
- Assigned (Open) Relief Keepers can bump Assigned (Open) Relief Keepers and Assistant Keepers
- Assistant Keepers can bump Assistant Keepers

Administration

- Cashier II can bump Cashier I

Grounds

- Foreman can bump Gardner Tech II, Heavy Equipment Operator, Arborist, Gardner II or I, Equipment Operator or Groundskeeper
- Gardner Tech II could bump a Gardner Tech II, Heavy Equipment Operator, Arborist, Gardner II or I, Equipment Operator or Groundskeeper
- Heavy Equipment Operator can bump an Arborist, Gardner II or I, Equipment Operator or Groundskeeper
- Arborist can bump Gardner II or I, Equipment Operator or Groundskeeper
- Gardner II can bump a Gardner II, Gardner I, Equipment Operator or Groundskeeper
- Gardner I and an Equipment Operator are equally rated and can bump each other, or a Groundskeeper
- Groundskeeper can bump a Groundskeeper

Operational Support Staff:

- Commissary Foreman can bump Commissary Lead, Commissary Worker
- Commissary Lead can bump Commissary Worker
- Commissary Worker can bump Commissary Worker
- Pest Control Tech II can bump Pest Control Tech I
- Lead Storesman can bump Storesman

APPENDIX C

ANNUAL LEAVE INTERPRETATION

Hire Date	Anniversary Date	Years of Service	Total AL Days
May 1, 1990		0	14
	May 1, 1991	1	25
	May 1, 1992	2	
	May 1, 1993	3	
	May 1, 1994	4	
	May 1, 1995	5	
	May 1, 1996	6	30
	May 1, 1997	7	
	May 1, 1998	8	
	May 1, 1999	9	
	May 1, 2000	10	
	May 1, 2001	11	35

Example: John Doe is hired on May 1, 1990 and on the 31st day of employment gets 14 days of annual leave. On May 1, 1991 he has his first anniversary and has completed one (1) year of service and receives 25 days of Annual Leave.

The payout for any unused annual leave benefits from the employees last anniversary and the date of his/her termination will be prorated according to the number of months the employee was on pay status from his/her last anniversary date until his/her termination date. An employee who provides less than 14 days written notice of his/her intention to terminate employment will forfeit payment of any unused accrued annual leave which he/she would have been eligible to receive.

WAGE SCHEDULE FOR ACTIVE TITLES

EXHIBIT A

Employees hired after June 30, 2008 will be subject to the following wage tier schedule

Hire	75.0 %	Year 6	90.0 %
Year 1	77.5 %	Year 7	92.5 %
Year 2	80.0 %	Year 8	95.0 %
Year 3	82.5 %	Year 9	97.5 %
Year 4	85.0 %	Year 10	100.0 %
Year 5	87.5 %		

Percentages are calculated against the top pay rate for each position. Years are calculated from most recent hire date into a bargaining unit position. Positions exempted from wage tiers are: HVAC Tech III, MM III, MM II, MM I, MM General, Assistant Keeper and Heavy Equipment Operator.

**EXHIBIT A
WAGE SCHEDULE FOR ACTIVE TITLES**

ENGINEERING							
		<u>Rate</u> <u>Jul-08</u>	<u>Annual</u> <u>Wage</u>	<u>Rate</u> <u>Jul-09</u>	<u>Annual</u> <u>Wage</u>	<u>Rate</u> <u>Jul-10</u>	<u>Annual</u> <u>Wage</u>
HVAC Tech III	2 Years	26.7289	55,596	27.5308	57,264	28.3567	58,982
	1 Year	24.4607	50,878	25.1946	52,405	25.9504	53,977
	6 months	24.4607	50,878	25.1946	52,405	25.9504	53,977
	Hire	24.4607	50,878	25.1946	52,405	25.9504	53,977
MMIII	2 Years	24.3434	50,634	25.0737	52,153	25.8259	53,718
	1 year	23.7404	49,380	24.4526	50,861	25.1862	52,387
	6 Months	23.1373	48,126	23.8314	49,569	24.5464	51,056
	Hire	22.5342	46,871	23.2102	48,277	23.9065	49,726
MMII Auto Mechanic II	2 Years	21.9874	45,734	22.6470	47,106	23.3264	48,519
	1 Year	21.6498	45,032	22.2993	46,383	22.9683	47,774
	6 months	21.3119	44,329	21.9513	45,659	22.6098	47,028
	Hire	20.9743	43,627	21.6035	44,935	22.2516	46,283
MM General	2 Years	21.3098	44,324	21.9491	45,654	22.6076	47,024
	1 Year	20.7510	43,162	21.3735	44,457	22.0147	45,791
	6 Months	20.9784	43,635	21.6078	44,944	22.2560	46,292
	Hire	20.0059	41,612	20.6061	42,861	21.2243	44,146
MMI	2 Years	20.4239	42,482	21.0366	43,756	21.6677	45,069
	1 Year	19.8650	41,319	20.4610	42,559	21.0748	43,836
	6 Months	19.4924	40,544	20.0772	41,761	20.6795	43,013
	Hire	19.1199	39,769	19.6935	40,962	20.2843	42,191
Storesman Hired pre 7/1/2008	2 Years	20.4239	42,482	21.0366	43,756	21.6677	45,069
	1 Year	19.8650	41,319	20.4610	42,559	21.0748	43,836
	6 Months	19.4924	40,544	20.0772	41,761	20.6795	43,013
	Hire	19.1199	39,769	19.6935	40,962	20.2843	42,191
Storesman	2 Years					17.3341	36,055
	1 Year			16.3034	33,911	16.7925	34,928
	Hire	15.3179	31,861	15.7740	32,817	16.2508	33,802

**EXHIBIT A
WAGE SCHEDULE FOR ACTIVE TITLES**

KEEPER							
		<u>Rate</u> <u>Jul-08</u>	<u>Annual</u> <u>Wage</u>	<u>Rate</u> <u>Jul-09</u>	<u>Annual</u> <u>Wage</u>	<u>Rate</u> <u>Jul-10</u>	<u>Annual</u> <u>Wage</u>
Foreman	<i>incumbent</i>	23.1518	48,156	23.8464	49,600	24.5617	51,088
	2 Years					19.6494	40,871
	1 Year			18.4809	38,440	19.0354	39,594
	Hire	17.3639	36,117	17.8848	37,200	18.4213	38,316
Lead Keeper Hired pre 7/1/2008	2 Years	22.3274	46,441	22.9972	47,834	23.6871	49,269
	1 Year	21.5914	44,910	22.2391	46,257	22.9063	47,645
	6 months	20.8721	43,414	21.4983	44,716	22.1432	46,058
	Hire	20.1444	41,900	20.7487	43,157	21.3712	44,452
Lead Keeper	2 Years					18.9497	39,415
	1 Year			17.8229	37,072	18.3575	38,184
	Hire	16.7456	34,831	17.2479	35,876	17.7654	36,952
Keeper Hired pre 7/1/2008	2 Years	21.4790	44,676	22.1234	46,017	22.7871	47,397
	1 Year	20.5169	42,675	21.1324	43,955	21.7664	45,274
	6 Months	19.5550	40,674	20.1416	41,895	20.7458	43,151
	Hire	18.9166	39,347	19.4841	40,527	20.0686	41,743
Keeper	2 Years					18.2297	37,918
	1 Year			17.1456	35,663	17.6600	36,733
	Hire	16.1093	33,507	16.5925	34,512	17.0903	35,548
Assistant Keeper	9.8345	20,456	10.1296	21,070	10.4335	21,702	

**EXHIBIT A
WAGE SCHEDULE FOR ACTIVE TITLES**

ADMINISTRATION							
		<u>Rate</u> <u>Jul-08</u>	<u>Annual</u> <u>Wage</u>	<u>Rate</u> <u>Jul-09</u>	<u>Annual</u> <u>Wage</u>	<u>Rate</u> <u>Jul-10</u>	<u>Annual</u> <u>Wage</u>
Cashier II Hired Pre 7/1/2008	2 Years	19.4153	40,384	19.9978	41,595	20.5977	42,843
	1 Year	18.9703	39,458	19.5394	40,642	20.1256	41,861
	6 Months	18.5357	38,554	19.0918	39,711	19.6645	40,902
	Hire	18.0960	37,640	18.6389	38,769	19.1980	39,932

Cashier II	2 Years					16.4781	34,275
	1 Year			15.4983	32,236	15.9632	33,203
	Hire	14.5615	30,288	14.9983	31,196	15.4483	32,132
Cashier I Hired Pre 7/1/2008	2 Years	18.7555	39,011	19.3182	40,182	19.8977	41,387
	1 Year	18.1967	37,849	18.7426	38,985	19.3049	40,154
	6 Months	18.1594	37,772	18.7042	38,905	19.2653	40,072
	Hire	17.7869	36,997	18.3205	38,107	18.8701	39,250
Cashier	2 Years					15.9181	33,110
	1 Year			14.9716	31,141	15.4207	32,075
	Hire	14.0666	29,259	14.4886	30,136	14.9233	31,040
Central Communications Operator	2 years	19.4153	40,384	19.9978	41,595	20.5977	42,843
	1 Year	18.9703	39,458	19.5394	40,642	20.1256	41,861
	6 Months	18.5357	38,554	19.0918	39,711	19.6645	40,902
	Hire	18.0960	37,640	18.6389	38,769	19.1980	39,932
Central Communications Operator	2 years					16.4781	34,275
	1 Year			15.4983	32,236	15.9632	33,203
	Hire	14.5615	30,288	14.9983	31,196	15.4483	32,132

**EXHIBIT A
WAGE SCHEDULE FOR ACTIVE TITLES**

GROUNDKEEPING							
		<u>Rate</u>	<u>Annual</u>	<u>Rate</u>	<u>Annual</u>	<u>Rate</u>	<u>Annual</u>
		<u>Jul-08</u>	<u>Wage</u>	<u>Jul-09</u>	<u>Wage</u>	<u>Jul-10</u>	<u>Wage</u>
		-		-		-	
Foreman	<i>incumbent</i>	-		-		-	
	2 Years	23.1518	48,156	23.8464	49,600	24.5617	51,088
	1 year			18.4809	38,440	19.0354	39,594
	Hire	17.3639	36,117	17.8848	37,200	18.4213	38,316
Gardener Tech II Hire pre 7/1/2008	<i>incumbent</i>	-		-		-	
		21.5957	44,919	22.2436	46,267	22.9109	47,655
Gardener Tech II	Hire	16.2000	33,689	17.2389	35,857	18.3300	38,124
Gardener Tech I Gardner Tech Mechanic Arborist							
Gardener II	<i>incumbents</i>	19.8425	41,272	20.4378	42,511	21.0509	43,786

Gardener	2 Years					16.8408	35,029
	1 year			15.8393	32,946	16.3145	33,934
	Hire	14.8819	30,954	15.3284	31,883	15.7882	32,839
Groundskeeper Hired Pre 7/1/2008	2 Years	16.9862	35,331	17.4958	36,391	18.0207	37,483
	1 year	16.3655	34,040	16.8565	35,061	17.3622	36,113
	6 Months	15.9928	33,265	16.4726	34,263	16.9668	35,291
	Hire	15.6203	32,490	16.0889	33,465	16.5716	34,469
Groundskeeper	2 Years					14.4166	29,986
	1 year			13.5593	28,203	13.9660	29,049
	Hire	12.7397	26,499	13.1219	27,293	13.5155	28,112
Heavy Equipment Operator	2 Years	20.8737	43,417	21.4999	44,720	22.1449	46,061
	1 year	20.5222	42,686	21.1379	43,967	21.7720	45,286
	6 Months	20.1709	41,955	20.7760	43,214	21.3993	44,511
	Hire	19.8605	41,310	20.4563	42,549	21.0700	43,826
Equipment Operator Hired Pre 7/1/2008	2 Years	19.5749	40,716	20.1622	41,937	20.7671	43,195
	1 year	19.0782	39,683	19.6505	40,873	20.24	42,099
	6 Months	18.7056	38,908	19.2668	40,075	19.8448	41,277
	Hire	18.3331	38,133	18.8831	39,277	19.4496	40,455
Equipment Operator	2 Years					16.6136	34,556
	1 year			15.6257	32,501	16.0945	33,476
	Hire	14.6812	30,537	15.1216	31,453	15.5753	32,397

**EXHIBIT A
WAGE SCHEDULE FOR ACTIVE TITLES**

OPERATIONAL SUPPORT SERVICES

		<u>Rate</u>	<u>Annual</u>	<u>Rate</u>	<u>Annual</u>	<u>Rate</u>	<u>Annual</u>
		<u>Jul-08</u>	<u>Wage</u>	<u>Jul-09</u>	<u>Wage</u>	<u>Jul-10</u>	<u>Wage</u>
Commissary Foreman	incumbent	22.2449	46,269	22.9122	47,657	23.5996	49,087
	2 Years					18.8797	39,270
	1 year			17.7570	36,935	18.2897	38,043
	Hire	16.6837	34,702	17.1842	35,743	17.6997	36,815
Commissary Leadman Hired Pre 7/1/2008	1 year	20.7412	43,142	21.3634	44,436	22.0043	45,769
	6 months	20.4560	42,548	21.0697	43,825	21.7018	45,140
	Hire	20.1709	41,955	20.7760	43,214	21.3993	44,511

Commissary Leadman	2 Years					17.6035	36,615
	1 year			16.5567	34,438	17.0534	35,471
	Hire	15.5559	32,356	16.0226	33,327	16.5033	34,327
Commissary Worker Hired Pre 7/1/2008	2 years	19.8425	41,272	20.4378	42,511	21.0509	43,786
	1 Year	19.5186	40,599	20.1042	41,817	20.7073	43,071
	6 Months	19.1947	39,925	19.7705	41,123	20.3637	42,356
	Hire	18.9290	39,372	19.4969	40,553	20.0818	41,770
Commissary Worker	2 Years					16.8408	35,029
	1 year			15.8393	32,946	16.3145	33,934
	Hire	14.8819	30,954	15.3284	31,883	15.7882	32,839
Pest Control Tech I	2 Years	19.8316	41,250	20.4265	42,487	21.0393	43,762
	1 Year	19.2700	40,083	19.8481	41,284	20.4435	42,523
	6 months	18.9000	39,307	19.4670	40,491	20.0510	41,706
	Hire	18.5300	38,532	19.0859	39,699	19.6585	40,890
Pest Control Tech1	2 Years					16.8294	35,005
	1 year			15.8286	32,923	16.3034	33,911
	Hire	14.8718	30,933	15.3180	31,861	15.7750	32,817
Pest Control Tech II Hired Pre 7/1/2008	2 Years	20.7413	43,142	21.3635	44,436	22.0044	45,769
	1 Year	20.1825	41,980	20.7880	43,239	21.4116	44,536
	6 months	19.8099	41,205	20.4042	42,441	21.0163	43,714
	Hire	19.4373	40,430	20.0204	41,642	20.6210	42,892
Pest Control Tech II	2 Years					17.6036	36,615
	1 year			16.5568	34,438	17.0535	35,471
	Hire	15.5560	32,356	16.0227	33,327	16.5033	34,327
Lead Storesman Hired Pre 7/1/2008	2 Years	20.4239	21	21.0366	43,756	21.6677	45,069
	1 Year	19.8650	41,319	20.4610	42,559	21.0748	43,836
	6 Months	17.8384	37,104	18.3735	38,217	18.9247	39,363
	Hire	19.4924	40,544	20.0772	41,761	20.6795	43,013
Lead Storesman	2 Years					17.3341	36,055
	1 year			16.3034	33,911	16.7925	34,928
	Hire	15.3179	31,861	15.7774	32,817	16.2508	33,802
Storesman Hired Pre 7/1/2008	2 Years	19.5749	40,716	20.1621	41,937	20.7670	43,195
	1 Year	19.0162	39,554	19.5867	40,740	20.1743	41,963
	6 Months	18.6436	38,779	19.2029	39,942	19.7790	41,140
	Hire	18.1852	37,825	18.7308	38,960	19.2927	40,129
Storesman	2 Years					16.6136	34,556
	1 year			15.6257	32501	16.0945	33,476
	Hire	14.6812	30537	15.1216	31453	15.5753	32,397

EXHIBIT B
INACTIVE TITLES

Wages for inactive titles will be negotiated upon the titles becoming active.

App Cashier
Apprentice Museum Tech
App Tel Ph Switch Op
Auto Mechanic
Auto Mechanic I

Automotive Driver
Domestic
Laborer (Grounds, Maintenance & Operational Support Services)
Laborer-Sub-Foreman II
Maintenance Foreman
Maintenance Mechanic
Museum Tech
Museum Tech I
Painter Helper
Painter I
Painter II
Photographer
Pressman
Semi-Skilled Laborer (Grounds & Maintenance)
Souvenir Serv Sup
Store Clerk
Telephone Switch Op

