

AGREEMENT
BETWEEN
ZOOLOGICAL SOCIETY
OF PHILADELPHIA

AND

LOCAL 752
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

Term:
July 1, 2017
through
June 30, 2022

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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 **the Wage Table**, 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 employees on the basis of race, color, age, sex, national origin, ethnicity, religion, disability, political orientation, sexual preference, sexual orientation, or gender identity.
- 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 **the Wage Table** 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

- e) The weekly dues report will include the following information:

Name

Home address

Job title
Hourly rate of pay
Department
Date of hire into the Bargaining Unit
Dues amount deducted

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 weekly pay of such bargaining unit employee Union dues for the current week and promptly remit same to AFSCME District Council 47. The Employer will remit these deductions to District Council 47 on the following Monday for each pay week. If the Monday falls on a holiday, payment will be made the following Tuesday. This payment will be made to District Council 47 electronically. A weekly report will be sent electronically to District Council 47, with a copy to the Local (see Section 2 for information included in the weekly report).
- 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 dues and of any changes made in the 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.
- f) The Employer agrees to allow voluntary contributions by bargaining unit employees to the AFSCME PEOPLE Committee. Such contributions will be made through a weekly payroll deduction from the bargaining unit employees pay.

All contributions will be forwarded monthly by the Employer to the AFSCME People Treasurer. The Employer will provide to AFSCME District Council 47 a monthly reporting of such contributions, which will include the bargaining unit employees making such contributions and the amounts.

The bargaining unit acknowledges that these contributions are voluntary and not required as a condition of membership in any organization or as a condition of employment. Contribution guidelines are only a suggestion and all bargaining unit employees are free to contribute more or less and will not be favored or disadvantaged due to the amount of any contribution or refusal to contribute. Bargaining unit employees may revoke their authorization to contribute at any time by giving written notice.

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 **4-Point 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 Communications 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) days, excluding Saturdays, Sundays, and holidays, after the occurrence of the grievance, the grievance will be submitted in writing and a meeting will be scheduled between the employee, his/her immediate supervisor, and the appropriate Union Steward. 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. If no satisfactory disposition of the grievance is reached, then

Step 2.

Within five (5) days, excluding Saturdays, Sundays, and holidays, after the decision of the supervisor under **Step 1** has been received by the Union, an updated grievance form will be submitted 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 the grievance shall be referred to Step 4.

- 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, excluding Saturdays, Sundays, and holidays, 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 excluding Saturdays, Sundays, and holidays 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.

Within thirty (30) days excluding Saturdays, Sundays, and holidays, after the decision of the Employer following the meeting held in **Step 3**, or within fifteen (15) days excluding Saturdays, Sundays, and holidays 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 excluding Saturdays,

Sundays, and holidays 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) Requests for information will be filled no later than ten (10) days after the date of request, excluding Saturdays, Sundays, and holidays, unless otherwise agreed to by both parties.
- D) 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 slowdowns 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 (1) day or forty (40) hours in any one (1) 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 **Overtime** 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.
- i) 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.
- j) When an employee works twenty-four (24) consecutive hours, he or she will be paid double-time for the twenty-fifth (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 (EAP) 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 1.3** of this Agreement. Probationary employees shall be entitled to medical, dental and STD benefits on the thirty-first (31st) day of their **Probationary Period**. They shall be entitled to LTD and Life/AD&D on the ninety-first (91st) day of their **Probationary Period**. Employees with ninety (90) days or less of

service are not entitled to LTD or Life/AD&D.

- b) The employer has the sole discretion to consider probationary employees for posted jobs or transfers during the **probationary period** in the event that no permanent bargaining 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

Effective July 1, 2017	2.0%
Effective July 1, 2018	2.0%
Effective July 1, 2019	2.5%
Effective July 1, 2020	2.5%
Effective July 1, 2021	3.0%

- b) Wage rates and scheduled increases for the term of this agreement are documented in the Wage Table and **Exhibit A**.
- c) On July 1, 2017, the tier wage tables will be reduced from 10 years to 8 years.
- d) The twenty (20) Keepers with the oldest gate **Seniority** will be paid the highest Keeper rate in effect in the **Wage Table**, 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.
- e) Employees will be paid weekly on Thursdays. If a holiday falls on Thursday, Employees will be paid on the preceding Wednesday.
 - i. From July 1, 2017 to the first full pay cycle of August 2020, Employees will remain on a weekly pay cycle.
 - ii. In the first full pay cycle in August 2020, Bargaining Unit staff will transition to a bi-weekly pay cycle. Bargaining Unit staff will be paid a one-time lump sum bonus of \$500 (five hundred dollars) at the time of the payroll transition from weekly to bi-weekly pay cycle.
 - iii. In 2021, after 12 (twelve) months of biweekly pay, the Zoo has the opportunity to transition the Bargaining Unit employees to a bi-monthly pay cycle with 90 days' notice

- f) Only for the purpose of wage table administration, all Bargaining Unit employees' anniversaries will be aligned to July 1st each year, with all employees to be made whole by July 1, 2018.
- g) Employees hired after June 30, 2008 will be enrolled in direct payroll deposit.
- h) 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 two hundred twenty-five dollars (\$225.00) longevity **Bonus** for each five (5) 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)**
- d) As of July 1, 2017, after completing two (2) full years of continuous service in the Open Relief team, all current and future Open Relief keepers shall receive a premium rate above the rates paid to other keepers at twenty-five cents per hour (\$0.25/hr) . Acceptance of another position outside the Open Relief team breaks the service and restarts the 2-year clock (rollback positions excluded).

e) Performance Excellence Plan Bonus:

April 2018: \$1,000

April 2019: \$1,500

April 2020: \$1,750

April 2021: \$2,000

April 2022: \$2,000

- **In FYE 2018:**

Organizational performance must meet 3 key targets:

- (a) Guest Experience Score: 67-69
- (b) Funds Available for Reinvestment: >\$300,000
- (c) Attendance: >1,200,000

- **In FYE 2019:**

Organizational performance must meet 3 key targets:

- (a) Guest Experience Score: 67-69
- (b) Funds Available for Reinvestment: >\$500,000
- (c) Attendance: >1,200,000

And individuals must meet expectations (2.7 or above) on the annual performance evaluation.

- **In FYE 2020-2022:**

- Guaranteed \$500 minimum payment with the remainder subject to Board approved annual organization performance targets and individuals meeting expectations (2.7 or above) on the annual performance evaluation

- If management fails to deliver an annual performance evaluation to an eligible employee before the end of the fiscal year, the employee will be exempt from the performance criteria and will receive the same bonus paid to eligible employees who meet expectations in that year.
- New employees will be considered eligible for bonus plan if hired by October 1st of the calendar year.
- Employees who are on a disability leave of absence that exceeds 180 consecutive calendar days within the calendar year (January 1- December 31), will not be considered eligible for the fiscal year bonus payments tied to performance in the calendar year for which they were evaluated.

f) All bonus payments will be paid to Bargaining Unit employees in a check separate from regular hourly paychecks.

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 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 is followed.
- 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 sixty (60) days’ notice in a (1) provided that 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, not to include Open Relief Keepers (which serve as a stand-alone team for purposes of this **Section**). 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 (3)**. 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 (3)**). This process will be completed

within fifteen (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 (3)**).
- 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 thirty (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). Such that Lead Keeper transferred to a lower paying job continues to receive Lead rate until he/she takes another position

Teams for the purposes of implementing **Section 8 (4 (2b2))** follow the groupings in

Appendix B:

Engineering (all titles listed in Appendix B).

Administration (all titles listed in Appendix B).

Groundskeeping (all titles listed in Appendix B).

Operational Support Services (all titles listed in Appendix B).

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 1½ times his/her regular rate of pay for the hours worked.

<i>New Year's Day</i>	<i>Labor Day</i>
<i>Martin Luther King's Birthday</i>	<i>Thanksgiving</i>
<i>President's Day</i>	<i>Christmas Eve</i>
<i>Good Friday</i>	<i>Christmas Day</i>
<i>Memorial Day</i>	<i>New Year's Eve</i>
<i>Independence Day</i>	<i>Veterans Day</i>

- 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 (1½) time.

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:

Completed Years of Service	Annual Leave Days
less than < 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 (1st) 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.
- f) Employees that exceed all **Annual Leave** in an anniversary service year will be subject to disciplinary measures for attendance.

<i>1st Unpaid absence</i>	— <i>Appear before the Attendance Review Board</i>
<i>2nd Unpaid absence</i>	— <i>Letter of discipline</i>
<i>3rd Unpaid absence</i>	— <i>2nd letter of discipline</i>
<i>4th Unpaid absence</i>	— <i>3rd letter of discipline</i>
<i>5th Unpaid absence</i>	— <i>Discipline up to and including termination</i>

3. Annual Leave Benefit 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 (1st) 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 (½) 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. Employees cancelling approved days-off requests with less than five (5) calendar days' notice may be required to take the leave, depending on business needs and whether another employee who was denied leave for that day is still interested in taking it.
- h) **Annual Leave** pay is computed at the employee's regular rate of pay and is payable during the regular pay cycle. Employees who do not have direct deposit 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 **or more** 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 (1) 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 employees 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 the his/her 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. Employees terminating having utilized AL in excess of their accrued AL will be responsible for repayment via their final regular paycheck.

- c) An employee who provides less than fourteen (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:

<i>0 – 12 months of service</i>	<i>3 months maximum disability</i>
<i>1 year – 6 years of service</i>	<i>6 months maximum disability</i>
<i>Greater than 6 years of service</i>	<i>9 months maximum disability</i>

For current employees with total full time service of less than one (1) year as of June 30, 2008 the benefit is equal to thirteen (13) weeks. Employees with ninety (90) days or less service are not eligible for LTD.

The Employer may extend the **Leave 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 twelve (12) weeks. **Seniority** will continue to accrue during any authorized **Leave of Absence** for illness, injury, pregnancy or other disability.
- d) The Employer and employee agree 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 twelve (12) weeks of FMLA leave in a "rolling" 12-month period from the date the FMLA leave commences.

- e) There may be circumstances when 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 (1st) 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.
- i) Employees will accrue fifty percent (50%) of **Annual Leave** and sick leave allotment after ninety (90) days of absence.

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 sixty-five (65). Employees hired January 1, 1993 or later, may retire with full benefits at age sixty-five (65) provided they have five (5) years of vesting service in the plan.

- g) Early Retirement: Employees who have ten (10) years of vesting service may retire as early as age fifty-five (55) with a reduced benefit.
- h) Late Retirement: Employees may continue working beyond age sixty-five (65) and continue to accrue pension benefits. However, employees who are still working by the time they reach age seventy and a half (70½) 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 on January 1, 2015 the employer will match up to five percent (5%) of employee contribution 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) During the term of this Agreement the Employer will furnish employees with forty (40) **Passes** annually each of which will be good for one (1) Philadelphia Zoo general admission, or a complimentary ride on the Channel 6 Zooballoon™, Bird Lake Swan Boats or Amazon Rainforest Carousel, or parking for one vehicle.
- 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 fifty-five (55) or older with ten (10) 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) The Employer will provide **Uniforms** appropriate to the season to employees who are required to wear work **Uniforms**. The Employer will replace **Uniforms** on an as needed basis without cost to employees.
- b) The 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) The 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 the Employer are its property. Periodically and upon separation from employment, employees shall account for all property issued by the 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. The zoo is willing to grant up to 16 hours of an employee's sick time to be used to care for an ill family member. If prescheduled or used to leave the work site less than 4 hours before the shift has ended, the time would be included in the 24 hours referred to in section 14, (1)(n).
- c) Payments for **Sick Leave** shall be at the employee's straight time rate of pay.
- d) Effective August 1, 2011 short-term disability insurance coverage will begin on the fifteen (15th) day following an employee's absence from work for fourteen (14) consecutive days due to non-work related injury or illness. The insurance will pay sixty percent (60%) of the employee's weekly wages during absences from work according to the following schedule found in **Section 10.1**. Employees will use accrued **Sick Leave** to cover the portion of their regular wage not covered by short-term disability.
- e) Effective August 1, 2011 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 sixty-six and two-thirds ($66\frac{2}{3}\%$) of the employee's monthly wages up to a maximum of three thousand five hundred dollars (\$3,500.00) during the absence from work. Employees will 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 a **worker's compensation** 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 listed on the employee's Zoo sponsored life insurance policy.
- k) Should an employee die on the job or as a direct and proximate result of a work-related injury, the employee's beneficiary, as identified on the employee's Zoo sponsored life insurance policy, will receive the full cash equivalent of the employee's accrued sick leave.
- l) Employees may make a one-time election to deposit sick time earned but not used in the previous calendar year in a "Sick Leave Bank." Sick time will be banked at a value of fifty dollars (\$50.00) 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 thirty (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) day's written notice.
- m) By **February 15** of each year, the Zoo will provide copies of the Sick Leave Bank election forms to the Union Benefits administrator, who will be responsible for distributing the forms to employees. Employees will be asked to return completed form to the Union Benefits administrator not later than March 15th each year. The Union Benefits administrator will provide copies of the completed forms to Human Resources/payroll by April 1st of each year. In May, the Zoo will provide the Union with a report totaling the amount of sick time banked for each employee, whether or not the employee banked time that calendar year.
- n) 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 (1) 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) These procedures may be modified through mutual agreement for the transition to an automated call out system.

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 (30) minutes thereafter without previously notifying the Employer. Documentation for AWOL or sick days is required within twenty-four (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.

5. Disciplinary Penalties for AWOL

- a) One (1) day AWOL will require a meeting with the Review Board.
- b) Two (2) non-consecutive days AWOL within a six (6) month period will result in an automatic suspension

of three (3) days without pay.

- c) Two (2) consecutive days AWOL will result in an automatic termination, unless a satisfactory reason is given for not reporting.

6. Disciplinary Penalties for Absence

- a) Employees will meet the Attendance Review Board upon their eighth (8th) absence. Disciplinary warnings may be issued on the eleventh (11th), thirteenth (13th) 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.
- b) 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.
- c) Employees who are absent from work fewer than eleven (11) times but whose absences are patterned or repetitive will meet with the Review Board. Patterned absence is defined as three (3) call-outs and/or scheduled sick time taken in full day increments on a day before/after the employee's weekend and/or the same day of the week within a rolling sixty (60) day period per calendar year except for when a doctor's note is provided.
- d) 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.

7. Disciplinary Penalties for Lateness

- a) 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 (½) hour prior to their start time or as soon as possible.
- b) Employees will be docked for the actual amount of time they are late.
- c) 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 (2) 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.
- d) 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

in Sections 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 **Zoo intranet site**. 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) 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 the Employer may specify. Employees must apply for posted job within five (5) days of the first (1st) day of posting, excluding Saturday, Sundays, and holidays. If a job is posted before 11:00 a.m., that day will count as the first (1st) day of posting. If a 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 the employees who have applied for the position.
- 3) Except for those posted jobs more particularly described by title in paragraph 16.3.B.4, 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 Storesperson,
Storesperson |
| 3. Support Services: | Central Communications Operator, Cashier, Clerk |
| 4. Technicians: | Equipment Operator, Groundskeeper, Gardener I,
Maintenance

Mechanic I, Pest Control Technician I |

- 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 one-hundred-eighty (180) day trial period: Reptile and Amphibian 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.
- If at any time during the trial period stipulated in 4 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.
- As a result of the processes in 4 or 5(a) above, each employee in that job chain will return to their former positions, until the final employee has been returned to his/her original position. The resulting vacancy at the beginning of the action will be posted following section 16 (3) (A). If an employee would be separated from employment by the above process, he/she would retain employment during the subsequent posting actions for the vacancy. If the final open position is within the employee's job grouping as described in Section 16 (3) (A) (3) (d), the employee will be offered the vacancy. If the final open position is outside the employee's grouping, the employee may fill the vacancy if he/she meets the minimum qualifications as stated in the job posting notice. If the employee does not take a position through the end of the posting actions resulting from the relevant process, he/she will be separated from employment.
- 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 3 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.
- 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.

9. The 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.

10.

a) When an employee is absent for more than sixty (60) consecutive days for temporary cause such as illness, injury, or Leave of Absence (whether or not the 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. For all rollback positions, the assigned days off are the same as those held by the employee being replaced.

b) Keeper rollback chain will be capped at three (3) postings, excluding post for Lead positions. After three (3) postings (exclusive of Lead position), Employer may hire from outside the Bargaining Unit to fill the open position.

c) Days off for rollbacks will first be offered to the team by seniority with approval practices being the same as for vacancy and annual bump.

d) An employee in a rollback shall not apply for a new rollback position, except when it could extend their employment in the Unit, or when the new rollback would increase their pay rate.

e) If the position is filled by another bargaining unit employee, the replacement employee will return to his/her position at or within five (5) calendar days of the time the employee who originally filled the position returns to work or separates from employment.

If a rollback position is filled from outside the current bargaining unit, when the employee who originally filled the position returns to work, or if the original employee separates from employment during the rollback period for any reason, the employee filling the rollback position shall be terminated without advanced notice at or within five (5) calendar days of the date of return or separation of the original employee.

In either scenario, the 5-day period runs concurrently for all linked rollback positions.

f) If the original employee separates from employment during the rollback period for any reason, the position will be re-posted following the process in Section 16 (3).

- g) If a rollback position is filled from outside the current bargaining unit, during the term of employment in the rollback position, the employee shall in all respects be a member of the Bargaining Unit, with the following provisions:

Following termination from a rollback position and from outside the bargaining unit, if the individual who held the rollback position applies for and is awarded that same position if it becomes available as a permanent opportunity following the re-posting process in Section 16 (3), and within fifty-six (56) days of having separated from the rollback position, or if the individual is hired into any other bargaining unit position, within fifty-six (56) days of having separated from the rollback position, their Seniority will include the full period of time since hired into the rollback position, with the hire date being the date of hire for the rollback position that he/she had filled.

Further, if the individual is hired back within fifty-six (56) days, whether to the same position that he/she held as a rollback, or to a different position within the bargaining unit, he/she will finish out any of the original probation period of one-hundred-and-eighty (180) days, or have a ninety (90) day probation, whichever is greater, to demonstrate their ability to perform the work.

If more than fifty-six (56) days elapse from termination from a rollback position to re-hiring into the position held as a rollback, or any other position, Seniority will not include time worked in the rollback position, hire date will be the date of hire into the permanent opportunity, and the employee will have a full one-hundred-and-eighty (180) day Probationary Period.

- h) Nothing herein shall be construed to require the Employer to fill any position for which there is no work.
- i) The Employer may request, and the Union will not unreasonably withhold, permission to extend the sixty (60) day period when an employee's return is imminent.

11) Within (5) days excluding Saturday, Sundays and holidays of having accepted a new position, whether filling a rollback or a vacancy, every employee will receive a "new position" memo with the following information:

- Job Title
- Start Date
- Rate of Pay
- Supervisor
- Days off.

B. Performance Based Positions -

- 1) The following positions in **16.3.B.4** 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) Interviews for performance based positions will take place within ten (10) days, excluding Saturday, Sunday, and holidays, after posting closes.
 - 3) 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.
 - 4) The titles of the positions filled on the basis of performance include but are not limited to Arborist, Commissary Foremen, Commissary Lead, Heavy Equipment Operator, Keeper Foreman, Lead Keeper, Permanent Keeper, Maintenance Mechanic II, Maintenance Mechanic III, HVAC Technician III, Lead Storesperson, and 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. The 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** in the Service Building. 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 Annual Leave 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 thirty (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 (3rd) Wednesday at 12:00 p.m. 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.

- g) The President and Secretary/Treasurer of Local 752 shall be released to attend the District Council 47 Financial Practices meetings, without loss of pay. A minimum of 24 hours' notice must be provided and approval will be granted assuming it does not interfere with department/Zoo operation. A maximum of 24 combined hours will be granted each calendar year to attend Financial Practices meetings.

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 (1) 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 (12) period, one (1) 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.
- 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) The 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, 2011 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 forty-eight (48) hours before a temporary change in shift schedule (temporary defined as lasting less than ten (10) days). In the case of an emergency, the Employer will provide notice as far in advance as possible.
- d) Union officials may use the Employer's resources to conduct their internal business only with prior notice and approval from the 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 are responsible for forwarding a copy of the clearance results to Human Resources within forty-five (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 of the clearance for bargaining unit employees. Clearances may be obtained as often as on a bi-annual basis.

f) Open Relief Restriction:

As of July 1, 2017, employees hired into the Open Relief team from outside the Bargaining Unit or from the Assistant Keeper position shall be restricted from applying for any other position for the term of two (2) years from the date of hire into the Open Relief position.

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 16.3.A.3.d. See Appendix B for the list of titles senior employees may bump within a job grouping
 - 2) Across department, senior employees may replace junior employees in the following job titles: Assistant Keeper, Admission Cashier, Central Communications Operator, Storesperson, Commissary Worker, Equipment Operator, Pest Control Technician 1, and Maintenance Storesperson.
 - 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 23**. If requested by the Union, the Employer may, in extenuating circumstance; grant designated Union officials 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(3)**.
 - 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(3)**.
 - 2) 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(3)**.
 - 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(3)**.

- 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 (12) month period.
- b) In order to receive payment, an employee must
 - a) give the Employer notice one (1) 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 AND WITH VENOMOUS REPTILES

- 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 Manager 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 (if there are elephants resident in the Zoo) and of the current Venomous Snake Emergency Procedure 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 forty (40) hours of work in a week. The overtime rate will not be paid after eight (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 eight (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

1) Health and Safety Committee

- 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 **Health and Safety** 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.

2) Extraordinary Circumstance Transfer

In the event of an extraordinary circumstance where the Chief Operating Officer believes an employee presents an imminent danger to him/herself, co-workers, animals, and/or patrons, the Zoo may temporarily re-assign that employee for no more than seven (7) calendar days, while an investigation is being conducted. Within the seven (7) days, the Zoo and Union will meet to discuss the alleged imminent danger and the proposed action concerning the employee. Should the Chief Operating Officer determine that an imminent danger exists notwithstanding other provisions of the contract concerning transfers, he/she may temporarily or permanently transfer such employee. The Union retains the right to grieve and arbitrate the transfer initiated at **Step 3** of the grievance process.

3) Driver's License Status.

- a. Employer may verify driver's license status via a third party vendor for all employees in the following job classifications:
 - a) Commissary
 - b) Pest Control
 - c) Operational Services
 - d) Heavy/Equipment Operator
 - e) Engineering
 - f) Grounds

Employees new to the classification will have their license checked upon acceptance of the new position.

The Zoo will verify only the status (valid/ non-valid e.g. suspended, revoked or expired) of the license and any driving restrictions. Employees will be required to complete a release form annually authorizing a third party vendor to provide reports to the Zoo indicating license status. The driver's license checks will be requested two (2) times per year. The employer will notify Union leadership no less than 48 hours in advance of its intent to run driver's license checks. The reports will be shared with Union leadership.

- b. Employees are required to report a change in driver's license status within five (5) days of notification from the reporting agency (e.g. DMV) excluding Saturday, Sunday, and holidays. Employees must provide documentation of notification date. Failure to report a suspended/revoked/restricted /expired license to the supervisor/department leader may result in immediate termination.
- c. If a non-valid license is reported, the employee will be granted sixty (60) days to resolve the matter and restore the license to valid status. If the driving record cannot be restored to valid status within sixty (60) days of the suspension, the employee is subject to termination.
- d. Similarly, if the employee is deemed uninsurable by the Zoo's insurance provider, the employee will be granted sixty (60) days to resolve the matter and be deemed insurable by the Zoo's insurance provider. If the employee is not deemed insurable within 60 days, the employee is subject to termination.
- e. Employees in positions other than those listed above that desire to drive Zoo vehicles and/or on behalf of the Zoo in the course/scope of their job duties will be required to complete an authorization form, per the terms noted in section (a). Employees are only subject to section (b) if their driver's license status changes and they continue to drive. Employees with notification to their supervisor may opt out of driving at any time without penalty. Employees in positions other than those listed in section (a) are not subject to the terms noted in section (c) and (d).

4) Drug and Alcohol Policy – See Exhibit C

SECTION 30

HEALTH AND WELFARE

- a) The Employer will maintain existing medical benefits in the plans in which employees are currently enrolled at the current contribution rate through July 31, 2011. Effective August 1, 2011 bargaining unit employees will

convert to the Employer's Non-Union plans which will continue to provide medical benefits through the Flex series for Personal Choice, Keystone POS and Keystone HMO plans underwritten by Independence Blue Cross.

- 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) Effective January 1, 2015

Bargaining unit employees' benefit plans (HMO/POS) will convert to the current (2014) non-union plans/co-pays. The bargaining unit PPO plan co-pays will match that of the new HMO/POS plans.

e) Effective January 1, 2018:

- **Employee Co-Pays:**
 - a. Health plan benefits and contributions will remain at the levels specified in the 2017 plan document through the term of this agreement with the exception of prescription drug coverage as follows:
 - i. January 1, 2018- December 31, 2020:
 - 1. Retail Pharmacy: \$15/\$35/\$50
 - 2. Mail Service: \$40/\$80/\$100
 - ii. January 1, 2021- December 31, 2022:
 - 1. Retail Pharmacy \$20/\$40/\$55
 - 2. Mail Service \$50/\$90/\$110
- Employee will make weekly contributions on a pre-tax basis toward the cost of the benefit in the following amounts:

HMO and KPOS:

Effective:

January 1, 2018: Employee 17%
Employee + Dependent 20%

January 1, 2019: Employee 18%
Employee + Dependent 21%

January 1, 2020: Employee 19%
Employee + Dependent 22%

January 1, 2021: Employee 20%
Employee + Dependent 23%

January 1, 2022: Employee 21%
Employee + Dependents 24%

Personal Choice:

Effective:

January 1, 2018- December 31, 2020:

Employee Only and Employee+ Dependents: 10%
Employer will fund 50% of the deductible

- Employer will cover full deductible for the 3 union participants in the current PPO plan effective 7/1/17 (one member has a spouse participant)

January 1, 2021- December 31, 2022:

Employee Only and Employee + Dependents: 15%
Employer contributes 50% of the deductible

- f) Employees who decline to enroll in any of the medical plans sponsored by the Employer will receive a \$1,000 medical waiver each year they decline medical coverage. 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 plan do not have Union representation with respect to medical benefits obtained from plans other than those provided by the Employer.
- g) 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.
- h) 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.
- i) Dental benefits remain at no cost to employees and at current benefit levels (those in effect as of June 30, 2017) for the term of the agreement.
- j) Life and Accidental Death and Dismemberment Insurance will be provided at one (1) times the employees' annual base salary.
- k) Effective August 1, 2011, Short Term Disability insurance will be paid at sixty percent (60%) of an employee's weekly wages and begin on the fifteenth (15th) day of disability.
- l) Long Term Disability will be paid at sixty-six and two-thirds ($66\frac{2}{3}\%$) of an employee's monthly wages up to a maximum of three thousand five hundred dollars (\$3,500.00).
- m) The Vision benefit will be continued as the benefit level in effect as of June 30, 2011.
- n) 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, 2011.
- o) The Employer will maintain qualified flexible spending accounts that can be used to pay for eligible medical and dependent care expenses.
- p) 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:

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

(SECTION 36: Signature Page Here)

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 Seniority:

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 Storesperson
- MM-II and Auto Mechanic II are equally rated and can bump a MM-II, Auto Mechanic II, MM General, MM-I or Storesperson
- MM General can bump a MM-I or Storesperson
- MM-I and Storesperson are equally rated and can bump each other

Animal Keepers

- 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 Gardener Tech II, Heavy Equipment Operator, Arborist, Gardener II or I, Equipment Operator or Groundskeeper
- Gardener Tech II could bump a Gardener Tech II, Heavy Equipment Operator, Arborist, Gardener II or I, Equipment Operator or Groundskeeper
- Heavy Equipment Operator can bump an Arborist, Gardener II or I, Equipment Operator or Groundskeeper
- Arborist can bump Gardener II or I, Equipment Operator or Groundskeeper
- Gardener II can bump a Gardener II, Gardener I, Equipment Operator or Groundskeeper
- Gardener 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 Storeperson can bump Storeperson

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 thirty-first (31st) day of employment gets fourteen (14) days of **Annual Leave**. On May 1, 1991 he has his first (1st) anniversary and has completed one (1) year of service and receives twenty-five (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 fourteen (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.*

EXHIBIT A WAGE SCHEDULE FOR ACTIVE TITLES

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

Hire	75.0%		
Year 1	78.125%	Year 5	90.625%
Year 2	81.25%	Year 6	93.75%
Year 3	84.375%	Year 7	96.875%
Year 4	87.5%	Year 8	100.0%

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

EXHIBIT B

INACTIVE TITLES

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

App Cashier

Apprentice Museum Tech

App Tel Phone Switchboard Op

Arborist

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 Service Supervisor

Store Clerk

Telephone Switchboard Op

EXHIBIT C

Philadelphia Zoo Drug and Alcohol Policy

The Third Party Administrator (TPA) will be predetermined and agreed upon by both Union and Management prior to implementation of the Drug and Alcohol Policy. (Addressed via side letter.)

INTRODUCTION

In accordance with the Drug Free Workplace Act, and pursuant to negotiations with Local 752, the Philadelphia Zoo adopts the following Drug and Alcohol Abuse Policy, which shall apply to all employees, with the exception of employees covered by the Drug and Alcohol Testing Policy for Operators of Commercial Vehicles (CDL).

DRUG/ALCOHOL POLICY

I. PURPOSE

- A. To establish that all of the premises and motor vehicles used by the Philadelphia Zoo, whether owned or leased, for any program or activity of the Philadelphia Zoo, shall be maintained as drug and alcohol free workplaces,
- B. To provide framework that will enable the Philadelphia Zoo to establish and maintain a safe, drug free work environment,
- C. To provide consistent and relevant guidelines for all Zoo employees covered by this policy regarding alcohol and drug use situations,
- D. To encourage employees with substance abuse problems to seek treatment, to attend rehabilitation, and to give those employees the opportunity to remain employed.

II. POLICY

- A. The possession, manufacture, transfer, distribution, dispensing, purchase, sale, or use of any illicit substance; or misuse of alcohol by any employee on Zoo time or property is prohibited, except for alcohol expressly allowed during specified functions. Prohibited substances or alcoholic beverages are strictly prohibited while driving Zoo owned or leased motor vehicles; or while driving personal motor vehicles, owned or leased, while conducting Zoo business. This includes during lunch and break periods.
- B. Reporting to work under the influence of alcohol or illicit drugs is prohibited. All employees have the responsibility to report to work in a fit condition to perform their jobs without unnecessary risk to themselves or other individuals. Employees reporting or returning to work whose behavior reflects the consumption of alcoholic beverages or use of illicit drugs will be subject to reasonable suspicion drug and alcohol testing.
- C. The identity of any employee who makes a report regarding concerns that a fellow employee may be under the influence of alcohol or illicit drugs use will not be disclosed and will be kept confidential. The employee who makes the report will not be discriminated against or retaliated against in any way for making the report.
- D. For the purposes of this policy, a blood alcohol concentration (BAC) level at or above 0.08 % BAC constitutes being under the influence of alcohol. Unacceptable levels of drugs are defined under 49 CFR Part 40 of the Federal Regulations as part 40.29 of Title 49 of the federal regulations. An alcohol concentration level at or above 0.04 % BAC shall be considered a positive result for employees in safety-sensitive positions.
- E. The Philadelphia Zoo encourages the earliest possible diagnosis and treatment for alcohol and drug abuse. The Zoo supports sound treatment efforts. Whenever feasible, the Philadelphia Zoo will assist and reasonably accommodate employees who are actively involved in overcoming a drug or alcohol abuse problem, and who are forthcoming with management. The intent of this policy is to treat alcohol and drug dependency problems the same as other types of health problems. However, employees whose job performance, attendance, and behavior continue to deteriorate as a result of ongoing alcohol and drug dependency problems may be subject to disciplinary action up to and including dismissal (consistent with applicable bargaining unit agreement for bargaining unit employees).

III. DEFINITIONS

A. For the purposes of this policy, the following definitions shall apply:

1. The term **"accident"** shall mean any occurrence involving the operation of a motor vehicle; which results in substantial property damage; or any occurrence which results in the loss of human life or bodily injury requiring medical treatment beyond first aid or observation. The term shall also mean any occurrence involving the operation of a motor vehicle that results in an employee's citation for driving under the influence. Any such incident or accident must occur while on duty.
2. **"Operation of a Motor Vehicle"** shall mean the operation of a Zoo owned or leased vehicle or the operation of a personal vehicle being used while performing job duties.
3. The terms **"being under the influence"**, **"use"**, and **"having work performance impaired"** shall mean having a positive test result on any drug or alcohol test administered under the terms of this policy.
4. The term **"drug free workplace"** shall mean the absence of alcoholic beverages and/or illicit drugs which impair the employee's ability to perform duties.
5. The term **"employee"** includes every person employed by the Philadelphia Zoo. Those employees covered under the Department of Transportation may be held to different standards as promulgated under federal regulations.
6. For purposes of this policy, when involved in a Reasonable Suspicion testing, both a drug and alcohol test will be performed. A "drug test" is defined as a urine test for prohibited substances/illicit drugs, and an "alcohol test" is defined as a test administered by Breathalyzer or comparable device for registering blood alcohol content (BAC) from a breath sample.

7. The term **“positive”** when used in connection with a drug test, shall mean that based on a GC/MS (Gas Chromatography/Mass Spectrometry) or LC/MS (Liquid Chromatography/Mass Spectrometry) analysis, the test specimen contains drug metabolites at or above the cutoff thresholds established by the Federal Department of Transportation’s Testing Regulations 49 CFR Part 40, and not supported by a valid medical prescription as determined by the medical review officer (MRO). When used in connection with an alcohol test administered to safety sensitive employees, the term shall mean a blood alcohol concentration at or above .04% BAC. When used in connection with an alcohol test administered to non-safety sensitive employees, the terms shall mean a blood alcohol concentration at or above .08 % BAC.
8. The term **“prohibited substance/illicit drugs”** shall mean those substances identified under federal regulation 49 CFR Part 40 such as marijuana, cocaine, opiates, phencyclidine, amphetamine and methamphetamine, and ecstasy.
9. The term **“refused to submit”** shall mean the employee is engaging in conduct or behavior that clearly obstructs the testing process, including but not limited to efforts to adulterate a testing sample or refuses to submit to testing based on actions or behavior.
10. The term **“Substance Abuse Professional”** (SAP) shall mean a person with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders as defined under federal regulations 49 CFR Part 40.
11. **The Third Party Administrator (TPA)** shall mean a service provider that is and remains independent of both the Zoo and the Union. The TPA will employ a licensed medical doctor, who is also certified as a **Medical Review Officer** (MRO).
12. **Employer Designated Representative (EDR)** shall mean an appropriate full time Human Resource staff member as the primary contact for the TPA. A list of EDRs will be provided to the Union annually.
13. **“Reasonable Suspicion”** means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of, or impaired to any degree by, drugs and/or alcohol.
14. **DAEPP: Drug and Alcohol Education Prevention Program** – shall educate employees about the effects and consequences of drug and alcohol abuse. Designated Supervisors and Union representatives are required to attend this training. The Employer will offer the training annually to new supervisors and Union representatives that need this training to operate within the policy. Training updates will be offered biennially for all supervisors and Union representatives that need this training to operate within the policy. The training will be jointly created by the Employer and a Union representative. An active list of all trained supervisors and Union representatives will be maintained by Human Resources.
15. The term **“self-referral”** shall mean an employee who has achieved permanent employee status voluntarily identifying himself or herself (including through his or her applicable Union Representative) as requiring assistance in dealing with alcohol or drug dependency before any event or decision by management to initiate a testing event.
16. **FMLA:** The Federal Family and Medical Leave Act.

IV. DRUG & ALCOHOL EDUCATION PREVENTION PROGRAM: IDENTIFYING TROUBLED EMPLOYEES

A. The Supervisor’s/Trained DAEPP Employee’s Role:

Supervisors are required to attend the Drug and Alcohol Education Prevention Program (DAEPP). DAEPP certified employees shall receive training on alcohol misuse and use of controlled substances as defined in the federal regulations (currently 60 minutes on controlled substance abuse & 60 minutes on alcohol misuse). The training shall cover the signs and indicators of alcohol misuse and controlled substance abuse.

B. The Union Representative's Role:

Represented employees will be permitted to consult with and obtain the assistance of a Union representative concerning reasonable suspicion testing prior to any testing, provided such consultation or assistance does not prevent the employee from being administered the drug and alcohol test within a timely fashion. Any Union representative participating in the consultation process must be certified through the DAEPP training course. For bargaining unit employees, management shall consult the employee's Union representative prior to any testing.

V. **TYPES OF REQUIRED DRUG & ALCOHOL TESTS**

A. **REASONABLE SUSPICION:**

There are certain circumstances which constitute a basis for determining “reasonable suspicion”. Only those trained in identifying the possible use of drugs and/or alcohol will make the determination to send an employee for reasonable suspicion testing. If a DAEPP – trained employee is not available on site, one will be contacted to make the determination. (See appendix IV for Reasonable Suspicion Testing Form)

1. **Reasonable Suspicion Testing Procedure:**

- a. A DAEPP–trained supervisor may require an employee to submit to a drug and alcohol test when there is reasonable suspicion to believe that the employee has violated the prohibitions of this policy.
- b. Before the testing is done, a written record of observations leading to a reasonable suspicion test shall be made and signed by the DAEPP-trained supervisor who made the observations and independently corroborated by a DAEPP- trained supervisor or DAEPP-trained employee who is not a member of the employee’s bargaining unit. If the observations cannot be corroborated, all paperwork will be destroyed.
- c. The appropriate DAEPP-trained Union representative will be notified prior to any testing, but in no manner will delay the testing of the employee. A DAEPP-trained supervisor’s determination that reasonable suspicion exists to require the employee to undergo a drug and alcohol test must be based on specific, currently-observed, detailed observations concerning the appearance, behavior, and/or speech of the employee and must be documented.
- d. Reasonable suspicion testing will be performed only if the required observations are made while on Zoo property, or while the employee is actively engaged in Zoo business, or during the period of the workday, or if the employee is on Zoo property and ready to perform or immediately available to perform work.
- e. Reasonable suspicion alcohol testing should be conducted within two (2) hours of the supervisor’s initial suspicion and notification of a Union representative to proceed for testing and must be conducted within four (4) hours of that decision. If a test cannot be administered within four (4) hours attempts to administer the test shall cease, and any relevant or related paperwork will be destroyed.
- f. DAEPP-trained supervisors will not permit any employee demonstrating impairment to begin or continue working if there is reasonable suspicion of impairment. The employee will be placed on administrative leave of absence, pending receipt of the final test results of both the alcohol and the drug tests in a report from the TPA. Employees will remain in pay status until such policy violation is fully confirmed by testing procedures completed as outlined in this procedure.
- g. Testing and specimen collection will be performed by a qualified individual either on site, or at a designated facility of the third party administrator. Such designated facility shall currently be and will remain independent of the Zoo and the Union. The employee will remain escorted (either on or off site) and while transported to testing by both DAEPP- trained Union Representatives and DAEPP-trained Supervisor, and released to “Safe Harbor” (e.g. employee’s choice of spouse/partner/emergency contact or commercial transport (taxi) home) following all testing.

B. RANDOM TESTING

Employees in designated safety-sensitive positions, identified below, shall be subject to random alcohol/drug testing.

1. Safety-Sensitive Positions:

- a. **Bargaining unit safety-sensitive positions are:** Keeper, Assistant Keeper, Lead Keeper, Keeper Foreman, HVAC Tech III, MMIII, MMII, MMI, MM General, Equipment Operator, Heavy Equipment Operator, Storesperson, Lead Storesperson, Commissary Worker, Commissary Foreman, Commissary Lead, Gardener, Gardener II, Gardener Tech II, Gardener Foreman, and any additional positions as mutually agreed between the Zoo and Union.
- b. **Non bargaining unit safety-sensitive positions are:** Veterinary staff, Curatorial staff, Public Safety staff, Grounds and Engineering Managers, Zoo on Wheels staff, all staff designated as members of the Recapture Team, and any additional positions as the Zoo determines.
- c. Each employee in a safety-sensitive position at the time this policy is adopted shall be provided with notice of the status of his/her position. Such notice will indicate that the employee will be subject to a program of random testing.
- d. Each employee who is transferred into a safety-sensitive position will be provided with notice of the status of his/her position. Such notice will indicate that the employee will be subject to a program of random testing.
- e. Each employee hired into a safety-sensitive position will be advised of such designation prior to appointment. He/she will be notified that he/she is subject to random testing.

2. Administration:

- a. The TPA shall administer the random program, by assigning numbers to positions designated as safety-sensitive. The independent testing company will use the random program to test a minimum of 10% and a maximum of 25% of the employees assigned to positions designated as safety-sensitive each year.
- b. The number of employees who are subject to testing and the number of employees who have been tested will be forwarded to the Union annually upon request.

C. POST-ACCIDENT DRUG AND ALCOHOL SCREENING

1. A Zoo employee who is involved in an accident as defined in Section III.A.1 shall inform his or her supervisor/department leader of the accident as soon as practicable and shall remain readily available for drug and alcohol testing, if required by the department head. Failure to notify a supervisor of an accident may result in discipline.
2. All post-accident alcohol testing should be administered within four (4) hours following the accident and must be administered within (8) hours following the accident. All post-accident testing for prohibited substances must be administered within 32 hours following the accident. In a case where the employee requires emergency treatment at the hospital, testing will be performed immediately following the employee's release from the hospital.
3. Tested employees shall remain on duty as scheduled until receipt of final test results.
4. Nothing in this section shall:
 - a. Require the delay of necessary medical attention for injured people following an accident; or
 - b. Prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain necessary emergency assistance or medical care; or
 - c. Require a care provider to administer an alcohol or drug test merely because the employee has an accident.

D. RETURN TO WORK

1. Employees returning to work following a leave of absence pursuant to this policy must successfully pass a drug and alcohol test.

VI. TREATMENT OPTIONS/AFTER CARE

A. MEDICAL LEAVE OF ABSENCE

1. An employee seeking treatment for substance abuse may take leave under the FMLA, if eligible, or may use accrued paid leave.
 - a. Employees who are eligible for FMLA leave will have their absence charged against their FMLA leave entitlement.
 - b. Leave requests made by employees not eligible for FMLA leave, or who have exhausted that leave, will be approved on a case by case basis.
 - c. Employees will not be penalized for voluntarily seeking treatment.
 - d. Employees seeking treatment under this policy must sign a Substance Abuse Agreement (Appendix III) agreeing to seek treatment and to undergo periodic drug tests, including drug testing upon return to work. Completion of this form and compliance with its terms shall be a prerequisite to consideration for reinstatement by the Zoo.

B. CONFIDENTIALITY

1. All information on an employee undergoing treatment shall be strictly confidential in accordance with applicable laws.
2. All records related to an employee's use of an Employee Assistance Program or use of mental health benefits will be maintained with the strictest confidentiality in accordance with the medical, legal, and ethical standards. All such records will be located at the Employee Assistance Program office or the mental health provider's office.
3. A request for employee assistance may be directed to the Employee Assistance Program office or to a mental health provider according to the benefit plan of the employee. (See Appendix I for the list of Employee Assistance Programs offered to Zoo employees)

C. AFTER CARE

1. An employee returning to work after he/she has completed treatment as determined by the Substance Abuse Professional (SAP) will be required to sign an After Care Contract (See Appendix III). In signing the After Care Contract, the employee agrees to attend counseling meetings as determined by the SAP and submit to a program of follow-up testing at the Zoo's option or as determined by the SAP. Follow up testing may include testing up to 180 days. The employee shall not be permitted to test positive for alcohol or illicit drugs.
2. Refusal to sign the After Care Contract or to adhere to its requirements may result in the employee being placed on non-pay status until the contract is signed. If the employee still has not signed the After Care Contract thirty (30) days following his/her policy violation, he/she will be separated from Zoo employment.
3. The Zoo will attempt to accommodate an employee during after-care following their return to work, as necessary, within the operational requirements of the department and in accordance with ADA and FMLA laws. Such accommodations, as determined by the Zoo, may include paid or unpaid leave for rehabilitation, revised hours, etc., and shall be determined on a case by case basis and the operational needs of the Zoo.
4. The designated employer representative will monitor an employee's compliance with the EAP/Counseling selected by the employee.

VII. **THIRD PARTY ADMINISTRATOR (TPA)**

A. **ROLE OF THE TPA:**

1. The TPA is responsible for guidance and oversight of the drug and alcohol testing program. The TPA will maintain the safety-sensitive position roster and randomly select employees for random testing.
2. As part of the collection process, the specimen provided will be split into two vials or bottles: the primary specimen and a secondary specimen. Testing will be performed on the primary specimen. The Medical Review Officer (MRO) will review all positive drug tests in conjunction with the opportunity for the donor to converse with the MRO and provide a legitimate medical explanation for the laboratory findings as determined by the MRO. Any positive laboratory finding supported by the donor's legitimate medical prescription as determined by the MRO will be reported to the Employer Designated Representative as "negative".
3. The TPA will maintain confidential records and report test results to the EDR.

B.

B. **REPORTING AND REVIEWING OF RESULTS**

1. The employee will be carried in paid status during the testing process until such time a policy violation is confirmed or the employee is returned to duty.
2. **Negative Results:**
 - a. The TPA will inform the Employer Designated Representative and the zoo will then notify the Union immediately upon receipt of knowledge of an employee's negative test results.
 - b. The employee will then be returned to full duty status and all references to this issue will be expunged from all departmental and HR files.
3. **Positive Results:**
 - a. The MRO will review all positive confirmed test results to determine if there is an alternative medical explanation for the positive test result. Before making a final ruling as to whether a positive test is valid, the MRO will provide the employee with the opportunity to discuss the test result. If the MRO determines there is a legitimate medical explanation for the positive test result, the MRO will inform the designated employer representative and the Zoo will notify the Union that the test is negative. The MRO will report all positives to the EDR and the Zoo will notify the Union.
 - b. After receiving notification by the MRO of a positive drug test result, the employee has 72 hours to request from the MRO the secondary specimen be tested at another independent HHS/SAMHSA certified laboratory as determined by the MRO. The employee will be advised of his/her right to challenge the test results. The employee will be required to pay in advance for split testing confirmation. If the results of the split specimen are negative, the Zoo will reimburse the employee the cost of the split specimen test.
 - c. An employee testing positive for substance abuse may request a Medical Leave of Absence as described in subsection VI (A), above.

C. **DRUG SCREENING**

Drug screening will be done by urinalysis as defined under federal regulations 49 CFR Part 40. All testing will be done in order to detect substances identified in 49 CFR Part 40 which includes marijuana metabolites, cocaine metabolites, opiates, phencyclidine, amphetamines,

methamphetamines, and ecstasy. Cutoff threshold levels are identified in 49 CFR Part 40 of the federal regulations.

VIII. **VOLUNTARY REQUESTS FOR ASSISTANCE FOR SUBSTANCE ABUSE PROBLEMS**

- A. The Philadelphia Zoo encourages employees with substance abuse problems to obtain assistance and appropriate treatment to help resolve these problems. All records related to the employee's use of an Employee Assistance Program will be maintained with the strictest confidentiality in accordance with medical, legal and ethical standards.
- B. An employee who recognizes that a substance problem is causing distress in his/her life, and/or impacting his or her job performance, should call the Zoo's Employee Assistance Program or a health provider.
 - 1. An employee who self-refers shall be referred to a substance abuse professional for evaluation.
 - 2. An employee subject to probationary, reasonable suspicion, or post-accident testing may not make a self-referral.
 - 3. An employee who voluntarily identifies him or herself as requiring assistance in dealing with an alcohol or drug problem after providing the results of a breath or urine testing sample shall not be considered a self-referral.
 - 4. Employees will not be penalized for voluntarily seeking treatment.

IX. **DISCIPLINE**

An employee found in violation of this policy, or found to have engaged in criminal drug conduct in the workplace, will be subject to appropriate discipline (per the collective bargaining agreement for bargaining unit employees). In non-discharge cases, the Zoo may require, as a condition of employment, participation in a treatment or counseling program for drug or alcohol abuse, including an After Care agreement.

**APPENDIX I
THE AVAILABILITY OF EMPLOYEE ASSISTANCE PROGRAMS
OR MENTAL HEALTH ASSISTANCE**

Local 752 members have counseling and referral services currently available through the Zoo Employee Assistance Program.

Penn Behavioral Health
1-888-321-4433

Alcoholics Anonymous
215-923-7900

Toll Free 1-877-9-Dial AA

Website www.sepennaa.org to find a location or meeting convenient to you.

Narcotics Anonymous
1-866-996-8444

Website for Eastern PA region www.eparna.org

APPENDIX II

**SUBSTANCE ABUSE AGREEMENT
Philadelphia Zoo**

Because I have been involved in an on-the-job incident related to drug and/or alcohol abuse and I have tested positive for substance use, the following are conditions of my continued employment with the Philadelphia Zoo:

1. I will satisfactorily complete rehabilitation and After Care treatment as determined by my Employee Assistance Program or Mental Health Provider.
2. I must successfully pass a re-employment drug and alcohol test prior to returning to work.
3. I understand that the Zoo retains the right to institute follow-up testing at its discretion during the After Care period for 180 days. If I test positive, I may be subject to disciplinary action up to and including discharge.
4. I understand that any further substance abuse incident, either on or off the job, which affects my ability to perform my job safely and effectively may lead to disciplinary action up to and including discharge.

I HAVE CAREFULLY READ AND I UNDERSTAND ALL THE TERMS OF THIS AGREEMENT AND I VOLUNTARILY ACCEPT ALL OF ITS PROVISIONS.

Consenting Employee Signature

Date

AFSCME Local 752 Representative

Date

APPENDIX IV
ALCOHOL AND PROHIBITED SUBSTANCE TESTING

Specific, timely, and describable observations concerning appearance, behavior, and/or speech of the employee that indicates that the employee has violated prohibitions under this program requires the Zoo to conduct an alcohol or prohibited substance test. These observations must be made by a DAEPP-trained supervisor or employee in accordance with this policy. The employee may consult with a union representative concerning reasonable suspicion testing, provided that such consultation does not prevent the employee from being tested in a timely fashion, in accordance with the policy. If the test cannot be performed within two hours after the observation, the Supervisor must document the reason the test was not properly administered. If the alcohol test is delayed for more than 4 hours, it shall not be conducted and any relevant or related paperwork will be destroyed.

Employee Name _____

Location of Incident _____

Safety-Sensitive Functions Involved _____

Status when observed _____ Performing Function _____ About to perform Function _____ Just Finished Function _____

Date/Time Observed ___/___/___ From ___ am/pm To ___ am/pm

Time employee notified/relieved _____ am/pm

Site escorted to:

Employee Escorted by _____ EMPLOYEE MUST BE ESCORTED TO THE SITE BY Zoo manager, and may be accompanied by a Union representative.

Date/Time of Arrival at Test Site _____ am/pm Test Administered _____ am / pm

Employee to be tested for Both Alcohol & Prohibited Substances

Appearance: normal _____ sleepy _____ cleanliness _____ tremors _____

Other Description _____

Behavior: normal _____ erratic _____ irritable _____ lethargic _____

Other Description _____

Speech: normal _____ slurred _____ unintelligible _____

Other Description _____

Other Observations:

Witnessing Supervisor _____

Witnessing Employee _____

Name of Union Representative _____

{Side letter re: TPA here}

September 9, 2014

Kay Buffamonte, President
AFSCME Local 752

RE: Side Letter of Agreement Section 30(g)
Medical Benefits for spouses employed by the Zoo

This letter documents the agreement between the Zoo and AFSCME Local 752 in regards to benefits for families in which both spouses and/or domestic partners are employed by the Philadelphia Zoo.

- Effective with July 2014 contract it is agreed that all employees and their respective spouses/domestic partners on the Zoo sponsored medical plan will pay medical insurance premiums per Section 30 (g) for employer sponsored medical benefits.
- The Zoo will grandfather the eight(8) spouses/ four(4) families currently receiving free spousal coverage on the plan for the duration of their current tenure on the Zoo sponsored benefits.

The eight spouses grandfathered are:

Charlie/Peggy Sturts
Stephanie/Chris Oberlin
Jess/Shane Walter
Ken Pelletier/ Donna Ialeggio

Kay Buffamonte
Kay Buffamonte - President, AFSCME 752

29 January 2015
Date

Andy Baker
Andy Baker - COO, Philadelphia Zoo

29 January 2015
Date

Sideletter of Agreement:

Kids Zoo U

This letter documents the agreement between the Zoo and AFSCME Local 752 with regards to the Assistant Keeper position in Kids Zoo U. This Document supersedes agreement of 9 June 2011.

1. Incumbents in this position are expected to apply for all available keeper positions after having been in the Assistant Keeper position for 12 months, and to accept any such position they are offered.
2. Incumbents may apply for keeper jobs during the probationary period, per section 7b.
3. Should no position become available after 12 months, both parties understand that the incumbent will remain in the Assistant Keeper job until a keeper position does become available.
4. Should a position become available after 12 months, but incumbent fails to apply for it, he/she may then be terminated.
5. The zoo agrees to review and make known to Local 752 any increase in staffing.

Kay Buffamonte

Kay Buffamonte, President AFSCME Local 752

27 May 2014

Date

Andy Baker

Andy Baker, COO

5/27/2014

Date

