

A G R E E M E N T

By and Between

TEAMSTERS LOCAL UNION NO. 117

**Affiliated With The
International Brotherhood of Teamsters**



And

**WOODLAND PARK ZOO AND
JOINT CRAFTS COUNCIL**

Term of Agreement

January 1, 2021 – December 31, 2023

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AGREEMENT

Preamble Core Values

The Woodland Park Zoo and the Joint Crafts Council agree to promote a professional working environment and shall treat each other with mutual dignity and respect. To further these mutual objectives, the Zoo and Council member unions support the workplace Core Values of Commitment, Caring and Respect, Teamwork and Participation, Innovation, Integrity, Service, and Fun.

Article 1 – Recognition of Bargaining Unit

The Woodland Park Zoological Society ("Zoo") recognizes the Woodland Park Zoo Joint Crafts Council ("Council") comprised of the following unions: Teamsters Local Union No. 117; International Alliance of Theatrical Stage Employees and Motion Picture Projectionists Local 15; International Brotherhood of Electrical Workers, Local 46; Public Service and Industrial Employees, Local 242; International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers, Local 104; Pacific Northwest Council of Carpenters; Painters District Council No. 5; International Union of Operating Engineers, Local 302, and Local 302 District 286; Plumbers and Pipefitters, Local 32, as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for employees in the following full or part-time job classifications: Animal Keeper; Animal Keeper, Lead; Veterinary Technician; Veterinary Technician, Lead; Warehouse; Warehouse, Lead; Animal Diet Specialist, Animal Diet Specialist, Lead; Laborer; Laborer, Pest Control; Maintenance Laborer; Grounds Maintenance Worker, Lead; Construction Maintenance Equipment Operator; Facilities Maintenance Worker; Pool Maintenance Operator; Gardener, Assistant; Gardener; Gardener, Lead; Specialist, Sustainable Waste Management; Exhibit Tech; Security Officer; Security Officer, Lead; Plumber; Electrician; Metal Fabricator; Carpenter; Painter; Learning Coordinator; HVAC Technician.

Article 2 – Rights of Management

Except as specifically limited by this Agreement, the Society reserves the sole right and authority to manage Woodland Park Zoo, including but not limited to the rights to: determine its mission, policies and budget; determine the standards of service offered to the public; direct, plan and control zoo operations; determine the methods, means and number of personnel needed to carry out the zoo's mission; direct the work forces; establish and change work schedules and duties; hire, transfer and promote employees; discipline or discharge non-probationary employees for just cause; reduce the number of employees because of lack of work, lack of funds, reorganization or for other reasons that promote the efficiency of the operations; and introduce new and improved operating methods, equipment or facilities.

Article 3 – Non-Discrimination

The Zoo and the Council shall not unlawfully discriminate against any employee by reason of protected class under local, state, or federal law, including but not limited to: race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, gender identity, veteran status, political

ideology, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of Woodland Park Zoo.

Article 4 – Job Classification

4.1 Temporary and Seasonal Employees. Except as set forth in this Section 4.1, the base rates in Section 5.2.3, the service fee in Section 15.2, and the reimbursements in 16.8.1, 16.8.2, temporary employees are not covered by this Agreement. Temporary employees are typically hired to fill-in for regularly-benefited employees who are absent but who are expected to return to work or hired to work a limited duration such as work during a busy season. This includes, for example, employees absent due to illness, injury or pregnancy. There may be other limited business justifications for employment of temporaries.

Hours for temporaries can be "intermittent" or "full-time" or "part-time" or "seasonal" depending upon organizational business needs during terms of employment. Temporary employees will work no more than twelve hundred (1200) cumulative hours during a twelve (12) month period, with a cap of twenty four hundred (2,400) hours or three (3) years total. Temporary employees shall not supplant the work of a regularly-benefitted position.

4.2 New or Merged Job Classifications. The Zoo shall promptly notify the Council of its decision to establish any new job classification which will perform work currently performed by members of the bargaining unit or to merge job classifications where one or more of the affected classifications is within the unit.

If the new or merged job classifications fall within the Council's jurisdiction, upon request, the Zoo will meet with the Council to negotiate hours, wages, and working conditions for the new classification.

4.3 Promotions. An employee appointed to a position in a class having a higher base rate of pay shall be paid at least the base rate of their new position.

Article 5 – Wages

5.1 Annual Increases

5.1.1 General Wage Increases. All employees covered by this Agreement shall be eligible to receive a general wage increase as described below and as distributed in conjunction with Zoo compensation schedules:

Effective Upon Ratification (to be paid no later than the second payroll in November 2021):

Regular, Benefited Employees: Two thousand dollar (\$2,000.00) lump sum

Effective the first pay period beginning in January 2022: 4% + Market Based Adjustments (see Table below)

Effective the first pay period beginning in January 2023: 3%

5.2 Base Rates of Pay. New employees hired into regularly benefited bargaining unit positions shall be placed at not less than the base rate of pay for that position at the date of hire.

5.2.1 Base Rate Minimum. Employees in regularly benefited bargaining unit positions shall be paid no less than base wage rates for their position. Base rate of pay does not include other pay adjustments that may be made during the term of this Agreement.

5.2.2 Base Rate Schedules. During such times that the Plumber is performing backflow prevention duties they shall receive a premium of one dollar (\$1.00) per hour for all hours worked performing such duties.

5.2.3 Base Rates of Pay During Term of Agreement. Base rates of pay during the term of the Agreement shall be as follows:

Job Title	2021	2022	2023
Animal Diet Specialist	\$17.97	\$22.17	\$22.84
Animal Diet Specialist, Lead	\$20.22	\$23.06	\$23.75
Animal Keeper	\$25.54	\$27.50	\$28.33
Animal Keeper, Lead	\$26.60	\$28.08	\$28.92
Carpenter	\$31.17	\$38.28	\$39.43
Construction Maintenance Equipment Operator	\$30.72	\$38.28	\$39.43
Electrician	\$34.53	\$42.57	\$43.85
Exhibit Technician	\$29.37	\$33.50	\$34.51
Facilities Maintenance Worker	\$26.84	\$28.77	\$29.63
Gardener	\$24.65	\$27.09	\$27.90
Gardener, Assistant	\$22.11	\$24.38	\$25.11
Gardner, Lead	\$27.61	\$28.71	\$29.57
HVAC Technician	\$34.32	\$38.55	\$39.71
Laborer	\$21.72	\$26.39	\$27.18
Lead Grounds Maintenance Worker	\$26.84	\$29.37	\$30.25
Learning Coordinator	\$18.88	\$26.44	\$27.23
Maintenance Laborer	\$24.08	\$25.04	\$25.79
Metal Fabricator	\$33.66	\$36.46	\$37.55
Painter	\$31.17	\$33.71	\$34.72
Plumber	\$32.97	\$41.07	\$42.30
Pool Maintenance Worker	\$25.86	\$26.89	\$27.70
Security Officer	\$23.52	\$24.46	\$25.19
Security Officer, Lead	\$25.76	\$26.79	\$27.59
Sustainable Waste Management Specialist	\$28.00	\$30.11	\$31.01

Veterinary Technician	\$25.67	\$27.78	\$28.61
Veterinary Technician, Lead	\$30.11	\$31.79	\$32.74
Warehouser	\$24.36	\$25.33	\$26.09
Warehouser, Lead	\$28.07	\$29.19	\$30.07

* The parties agreed to combine the Learning Facilitator and Lead Learning Facilitator job classifications into a single job classification, Learning Coordinator.

5.3 Shift Differential Premium Pay. An employee covered by this Agreement who is scheduled to work not less than two (2) hours of their regular work shift between the hours of 5:00 p.m. and 6:00 a.m. will be paid a shift premium of one dollar (\$1.00) an hour on their base wage rate for each hour worked within those hours.

5.4 Turn Around Time. Turn-around time shall be ten (10) hours from the termination of the previous day's regular shift; provided however, an employee who is required to work during the ten (10) hour period between normal shifts shall receive overtime compensation for all hours worked during that ten (10) hour period.

5.5 Report-to-Work Guarantee and Call-back Premium

5.5.1 Report-to-Work Guarantee. Regularly benefited employees who report to work as scheduled are guaranteed a minimum of four (4) straight time hours of work or shall receive four (4) hours of straight time pay in lieu thereof; provided, however, if an employee leaves work voluntarily and by mutual agreement with the Zoo prior to working four (4) hours, they shall only be paid for the actual time worked. Further, in the event of an emergency beyond the Zoo's control which results in the Zoo sending home some or all of its employees, the four (4) hour guarantee is not in effect and the employee(s) shall be paid for actual time worked.

Regularly-benefited employees may use vacation or leave without pay to offset the loss of hours if they are sent home due to an emergency situation, as described in the previous paragraph.

5.5.2 Emergency Call-Back Premium. Regular employees who are called back to work after completing their regular shift shall be paid a minimum of four (4) hours straight time pay. Any time in excess of the four (4) hours shall be paid at the straight time rate. Only hours actually worked count toward weekly overtime.

5.6 Out-of-Class Pay. Regularly benefited employees directed by their supervisor or manager to temporarily work in another position with a higher minimum hourly rate, shall receive a wage payment at the base rate of pay or four percent (4%) above their current rate, whichever is higher, if their temporary position lasts four (4) or more hours within a forty (40) hour workweek.

5.7 Rest Breaks. Employees shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday and a second fifteen (15) minute rest break during their second four (4) hour period in their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.

Article 6 – Professional Development

6.1 College Reimbursement. Effective the date of ratification, employees covered by this Agreement who have completed one (1) year of service are eligible to seek college reimbursement. The Zoo will reimburse the cost of accredited college or university courses taken by employees up to a maximum of four hundred dollars (\$400.00) per employee per year for a total maximum expenditure by the Zoo of two thousand dollars (\$2000.00). Courses must be directly related to the employee's field of work at Woodland Park Zoo, as for example, ecology, animal behavior, conservation biology, wildlife education, horticulture, and zoology. Courses must be approved in advance.

6.1.1 Payment. Reimbursement will be made upon course completion and a showing of a passing grade for the course.

6.1.2 Off-Hours. is understood that participation in the College Reimbursement program is voluntary and completely "off hours" with respect to pay and benefits.

6.1.3 Payback Provision. Employees who receive reimbursement for college courses must agree as a condition of receiving such reimbursement that they will pay back to the Zoo all such monies received if they leave the employment of the Zoo within two (2) years after receiving such reimbursement.

6.2 Certifications and Licenses. Employees required by State and Federal law to maintain a license or certificate shall be fully compensated for the time and expenses needed to attend classes or conferences to accomplish that requirement. Classes or conferences shall be relevant to the range of the employee's assignment at Woodland Park Zoo and must be approved in advance.

6.3 ZooBright Program. Employees may also apply for ZooBright Program Awards under guidelines established for the program.

Article 7 – Hours and Overtime

7.1 Schedules. The normal workweek shall consist of five (5) consecutive eight (8) hour days and two (2) consecutive days off in a seven (7) calendar day period, or four (4) consecutive ten (10) hour days and three (3) consecutive days off in a seven (7) calendar day period, except when the Zoo's operations require a different schedule. The Zoo will notify the individually affected union of exceptions to the normal schedule.

The shifts, workdays and hours to which employees are assigned shall be stated on a monthly work schedule. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday or workweek, the Zoo shall give notice to the affected employee as far in advance as is reasonably practicable, but not less than ten (10) calendar days prior to the effective date of the change except in unusual or emergency situations. The Zoo will not seek to change employee schedules for purposes of avoiding overtime.

Unit designation will be provided on schedules not less than ten (10) calendar days for the appropriate job classifications. Changes however, may be made up to and including the day of work in order to meet animal welfare and business needs, with the agreement of the Employer and the Union.

7.2 Overtime. All time worked in excess of forty (40) hours per week shall be compensated at the rate of time and one-half. Hours worked on a holiday are compensated at time and one-half regardless of the number of hours worked in a workweek, Vacation, sick leave, jury duty, and bereavement leave used during a workweek shall count as time "worked" for the purposes of calculating the forty (40) hours of work towards overtime. Paid Time Off Holidays and personal holidays shall not count in the calculation of the forty (40) hours of work towards overtime.

Because the zoo is open three hundred sixty-five (365) days a year and hosts many special events, all zoo employees may be required to work overtime. Working overtime is a job expectation.

Overtime work is allowed only with prior supervisory approval or except in emergencies. Regular employees will have the right of first refusal of all scheduled overtime in their classification.

7.3 Part-time Employees. "Part-time" shall mean a work schedule consisting of a seven (7) day cycle with fixed days and hours that are less than thirty (30) hours over one regular workweek. All part-time employees may participate in the Zoo's 403(b) retirement plan. Regularly benefited part-time employees earn vacation and sick leave on a pro-rata basis. Regularly benefited part-time employees earn continuous service credit on a pro-rata basis after completion of their probationary period. Part-time employees regularly working under twenty (20) hours a week are otherwise non-benefited.

7.4 Off Schedule Work: The zoo does not require employees covered by this agreement to be in on-call status. If there is a need for someone to be available for items such as birth watches, airport runs, or other business needs the zoo will normally schedule those employees following Article 7.1. Should an emergency or unusual circumstance require an employee to be called-in on a day off or called back to work, the zoo will follow Articles 5.5.1 and 5.5.2.

Article 8 – Paid Time Off

8.1 Holidays. The following holidays will be observed each calendar year. Employees shall be paid time and a half (1 ½) for working the official holiday:

Holidays

New Year's Day

MLK Day

Presidents' Day

Memorial Day

Juneteenth

Fourth of July

Labor Day

Veteran's Day

Thanksgiving

Day After Thanksgiving

Christmas Day

8.1.1 Holiday Pay while on Vacation. Eligible employees who are on paid vacation leave shall be paid for any designated holiday if they normally are scheduled to work on the holiday. Hours of pay are pro-rated if they normally would be scheduled to work part-time on that day.

8.1.2 Holiday Pay while on Sick Leave. Eligible employees who are on paid sick leave shall be paid for any designated holiday if they normally are scheduled to work on the holiday. Hours of pay are pro-rated if they normally would be scheduled to work part-time on that day.

8.1.3 Holiday Pay while on Family Medical Leave (FMLA). Eligible employees on FMLA leave shall receive holiday pay if they are using accrued sick leave or vacation while on FMLA leave. If they are on unpaid leave they are not eligible for holiday pay. Hours of pay are pro-rated if they normally would be scheduled to work part-time on that day.

8.2 Personal Holidays. In addition to the recognized holidays listed above, employees will receive two (2) personal holidays during each calendar year. Employees must complete ninety (90) calendar days of service in an eligible employment classification to be able to use the personal holidays. Personal holidays must be scheduled with the prior approval of the employee's supervisor. Personal holidays must be used in full-day increments (pro-rated hours for part-time employees) in the calendar year.

8.3 Vacation. Vacation time off is available to employees to provide opportunities for rest, relaxation, and personal pursuits.

8.3.1 Accumulation of Vacation. All employees shall be entitled to annual vacation with pay in accordance with the following schedule. Vacation is accrued proportionately to hours worked. The examples below are based on a 40-hour week.

<u>Length of Service</u>	<u>Paid Time Off Benefit</u>
0 through 1 years	- 12 days (96 hours)/year
2 through 4 years	- 15 days (120 hours)/year
5 through 9 years	- 18 days (144 hours)/year
10 through 14 years	- 20 days (160 hours)/year
Over 14 years	- 25 days (200 hours)/year

8.3.2 Use of Vacation. Employees must complete ninety (90) calendar days of service in an eligible employment classification to be able to use vacation. Generally, vacation must be taken during the year in which it is accrued. In the event that available vacation is not used by the end of the calendar year, employees may carry up to two hundred (200) hours of unused vacation forward to the next calendar year. Previous City of Seattle employees over the two hundred (200) hours cap will be grandfathered at two hundred and forty (240) hours.

8.3.3 Vacation Schedules. Vacation schedules are determined by area supervisors. Employees should request vacation time as far in advance as possible since vacations will be granted on a first-come first-served basis, so long as the scheduling is consistent with department needs. Supervisors will normally respond to vacation requests within seven (7) days.

8.4 Sick Leave

8.4.1 Accrual of Sick Leave. Regularly benefited employees will accrue sick leave benefits at the rate of twelve (12) days per year. Sick leave is accrued proportionately to hours worked. Sick leave benefits are calculated on the basis of a "benefit year". Employees can request use of paid sick leave immediately. Paid sick leave can be used in minimum increments of fifteen (15) minutes. Employees may use sick leave benefits for an absence due to their own illness or injury or that of an immediate family member as defined elsewhere in this Agreement, Washington State Law, and the City of Seattle's Sick and Safe Time Ordinance.

8.4.2 Sick Leave Notification. Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor may also require contact on each additional day of absence if deemed necessary. If an employee is absent for three (3) or more consecutive days due to illness or injury, a medical professional's statement may be requested to verify the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits. Before returning to work from a sick leave absence of four (4) consecutive work days or more, an employee may be requested to provide a medical professional's verification that he or she may safely return to work.

8.4.3 Sick Leave Benefits. Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits, such as workers' compensation. Sick leave benefits will be used to supplement any payments that an employee is eligible to receive from state disability insurance, workers' compensation or Zoo-provided disability insurance programs. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal weekly earnings.

8.4.4 Unused Sick Leave. Unused sick leave benefits will be allowed to accumulate indefinitely.

8.4.5 Purpose. Sick leave benefits are intended solely to provide income protection during any qualifying event under Seattle's Paid Sick and Safe Time ordinance and Washington State's Paid Sick Leave law. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment with an exception made for former City of Seattle employees who accrued sick leave during previous employment with the City.

8.5 Leave Donation Program, The Zoo administers a Leave Donation program, which for employees covered by this Agreement, shall be reviewed and adjusted as necessary by and between the Zoo and the Council.

8.6 Other Paid Leave. All other types of paid leave provided to non-represented employees listed in the employee handbook shall be available to employees covered by this agreement. Examples include: Maternity, Paternity, Adoption, and Volunteer time off.

Article 9 – Vacancies

9.1 Notice. The Zoo will determine when there are vacancies for positions covered by this Agreement. When the Zoo determines that such a vacancy exists, it will post notice of that position on www.zoo.org for a period of five (5) calendar days for internal postings and ten (10) calendar days for external searches, including the date of posting and a notice will be sent to the shop stewards and appropriate Union. The job vacancy notice shall contain the job title, qualifications, pay grade, and general description of the job duties.

9.1.1 Emergency Hires. The Zoo may exempt certain positions from the ten (10) day posting requirement when the duration of those positions is limited to sixty (60) days. This provision does not apply to the classification series of Learning Coordinator, Animal Keeper, Veterinary Technician or Warehouseman.

9.2 Recruiting. Employees who wish to be considered for the job must apply online before the expiration of the posting period. Final selection of the successful candidate will not be made until the posting period has been completed. The Zoo reserves the right to consider both internal and external candidates for all positions.

In instances when at least one (1) bargaining unit member applies for a vacant position, the Employer will interview at least one (1) bargaining unit member when such applicant(s) possesses the minimum job qualifications.

Selection will be based on skill, experience, ability, training and other relevant qualifications. Internal applicants who are not chosen will be given an explanation of why they were not selected and suggestions on how to improve their future candidacy.

9.3 Eligibility. For purposes of filling vacancies with internal candidates only, probationary employees shall be considered external candidates.

9.4 Schedule Rebidding. When a planned vacancy, such as resignation or retirement, occurs in a job classification in which more than one (1) bargaining unit employee is currently employed, the zoo will rebid work schedules for the work unit, using seniority within operational needs. Examples of times the zoo would not rebid the schedule would be when it is a grandfathered schedule that the zoo no longer has operational need for or when the schedule was created in response to an ADA request. The zoo may still change schedules for operational need as described in Articles 2 and 7.1.

Article 10 – Continued Service

10.1 Continuous Service Defined. "Continuous service" means continuous regularly benefited employment from the employee's last date of hire with the Zoo. For those employees who were hired by the City of Seattle in the positions covered by this Agreement at Woodland Park Zoo and who have been continuously employed in those positions "date of hire" means the date they were hired full or part-time, but not intermittent, by the City of Seattle. Continuous service credit continues to accrue when an employee is on an approved leave of absence for up to six (6) months. Regularly benefited part-time employees earn continuous service credit on a pro-rata basis. Employees hired by the Zoo on a temporary or seasonal basis do not accrue continuous service credit.

10.2 Break in Service. Continuous service is broken when the employee quits, retires or is discharged. Employees will be deemed to have quit when they fail to return on their scheduled date from a leave of absence or fail to notify the Zoo of an absence unless a reason satisfactory to the Zoo is given for not reporting.

10.3 Probation. New regularly benefited full and part-time employees are on probation for the first full-year of their employment with the Zoo. A full-time employee is one who is regularly scheduled to work a thirty (30) or more hours per week. Regularly benefited part-time employees are on probation until they have been compensated an equivalent number of hours equal to one (1) year / two thousand

eighty (2080) hours of full-time employment. Employees accrue no continuous service credit during their probationary periods; however, if they remain employed after the probationary period, they are given continuous service credit back to the date of their original regularly benefited hire by the Zoo. The Zoo retains full discretion as to whether to discharge or discipline probationary employees and its actions with respect to such employees are not subject to challenge through the grievance and arbitration process. Probationary employees having ninety (90) days or more employment shall be allowed use of vacation and personal holidays consistent with Zoo policies.

Article 11 – Benefits

11.1 Coverage. The Zoo will provide to full-time and regularly benefited part-time employees, group medical, dental, life and accident benefits. Coverage for dependents will be made available under group medical and dental plans.

11.2 Employee Percentage Contribution. Insurance plan coverages are currently renewed on a July 1st through June 30th basis. Effective July 1, 2017, and each July 1st thereafter during the term of this Agreement, the cost of the premiums to provide the medical and dental benefits shall be shared as follows:

<u>Medical and Dental</u>	<u>Employee Percentage Contribution</u>
Medical (Kaiser):	
Employee	20%
Spouse/Domestic Partner	30%
Children	10%
Dental (currently Delta Dental Service):	
Employee	20%
Spouse/Domestic Partner	30%
Children	10%

11.3 Joint Advisory Health Care Committee. The Council and the Zoo agree to continue to utilize a joint advisory committee to review and discuss health care coverage and cost issues. The committee will meet annually no fewer than six (6) months prior to the start of the benefit plan year to discuss the current health care plans.

11.4 Other Benefits. The Zoo shall offer and maintain other employee benefits that are currently available, including but not limited to: Employee Assistance Program (EAP)', Long-Term Disability Insurance; Day Care and Flexible Savings Program and Health Care Reimbursement; Life Insurance; Accidental Death and Dismemberment Insurance; 403(b) Retirement Plan.

11.5 Employer HRA Contribution Rate. During the term of the Agreement the zoo will maintain an employer contribution into the HRA account of no less than eighty percent (80%) of the deductible for employees and sixty percent (60%) of the deductible for dependents.

Article 12 – Leaves of Absence, Jury Duty, Witness Service

12.1 Bereavement Leave. Regularly benefited full-and part-time employees may take up to three (3) days off with pay in the event of a death in their immediate family. Pay will be based on their normal work schedule for that day (i.e. if scheduled to work four (4) hours, will get four (4) hours pay). Immediate family members include: Spouse, domestic partner, parent, child, stepchildren, sibling, grandparents or grandchildren (or the spouse or domestic partner's immediate family). For all relatives or family members other than those listed above, the employee may use up to four (4) days of their sick leave when authorized by People and Culture.

12.2 Military Leave. Employees who serve in the Armed Forces (including service in a Reserve component of the Armed Forces), National Guard, commissioned corps of the Public Health Service or State Militia, will be granted leave and reemployment rights in accordance with applicable federal and state statutes. Additionally, when an employee is called to active duty (as opposed to the regular service requirements for Armed Forces Reserve, National Guard or any of the entities listed in this paragraph), the Zoo will pay the difference, if any, between the employee's regular pay and their military pay for up to three (3) weeks. The employee must provide appropriate documentation of their military pay.

12.3 Jury Duty. The Zoo will grant employees a paid leave of absence to serve on jury duty. Employees may retain the compensation they receive from the court for jury duty. Employees must supply verification that they have served on jury duty in order to receive pay from the Zoo for the time served.

12.4 Witness Service. If employees have been subpoenaed or otherwise requested to testify as witnesses by the Zoo, they will be paid at their regular rate of pay. Employees will be granted unpaid time-off to appear in court as a witness when requested by a party other than the Zoo.

12.5 Unpaid Personal Leaves of Absence

12.5.1 Personal Leave. Personal leave may be granted for a period of up to thirty (30) calendar days per year. Employees who have completed one (1) year of employment may apply. Such leave must be pre-approved by the supervisor. The Chief Operating Officer or their designee must give final approval in writing. Requests for personal leave will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence. Denials of leave requests will not be subject to further appeal or grievance.

12.5.2 Educational Leave. Educational leaves of absence may be granted without pay to employees who wish to take time off from work duties to pursue course work that is applicable to their job duties with the Zoo.

Employees who have completed one (1) year of employment may request educational leave for a period of up to twelve (12) months every five (5) years. Such leave must be pre-

approved by the supervisor. The Chief Operating Officer or their designee must give final approval in writing. Requests will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence. Employees will be required to first use any accrued vacation time before taking unpaid educational leave. Denials of leave requests will not be subject to appeal or grievance.

12.5.3 Family and Medical Leave Act (FMLA) and Washington Family Leave Act (WFML) Leaves. The Zoo administers provisions of the Family and Medical Leave Act ("FMLA"), and the Washington Family Care Act ("WFCA"). The Council acknowledges the Zoo's right to develop policies and procedures for implementation of the FMLA and WFCA, and any amendments to the Acts. The FMLA permits eligible employees to take unpaid time off for: the birth or placement of a child; to recuperate from a serious health condition; or to care for a child, parent or spouse with a serious health condition. Currently, to be eligible for a leave under the FMLA, an employee must be a regularly benefited employee, must have at least one (1) year of service with the Zoo and have worked at least twelve hundred fifty (1250) hours in the prior year.

FMLA leaves are generally unpaid. Paid vacation and sick leave may be used at the start of FMLA and/or WFML leave. Once available paid vacation and sick leave have been exhausted, FMLA leave will be unpaid,

The Zoo will continue to pay its share of the premiums for medical coverage during the FMLA portion of leaves. Employee shares of premiums will be deducted from any paychecks issued. It is the employee's responsibility to pay the Zoo their share of any premium payments in order to continue medical or dental coverage for themselves or their dependents, or coverage may be discontinued.

12.5.4 Washington Paid Family and Medical Leave Act (PFML) Leave. The Washington Employment Security Department ("ESD") determines eligibility for WA PFML benefits. WA PFML benefits will generally be available for employees who work at least eight hundred and twenty (820) hours in the qualifying period. Eligible employees will generally be able to take up to twelve (12) weeks of leave (up to eighteen (18) weeks in certain cases), with partial wage replacement paid by ESD. ESD will generally award benefits for the following reasons:

- To bond with the employee's child during the first 12 months after the birth or placement of the child;
- The employee or the employee's family member has serious health condition; and
- Certain military events related to a family member's military service, including leave for short-notice deployments, urgent childcare related to military service, and post-deployment activities.

A premium paid by the zoo and employee funds the WA PFML benefits. ESD determines the amount of the premium. ESD may adjust the amount of premium annually. The zoo will deduct from employees' pay whatever portion of the premium ESD determines to be the employee portion through wage deductions. The zoo will pay any remainder of the premium. The zoo will begin to deduct the WA PFML premium from wages the pay period following ratification of this Agreement.

Employees may also utilize accrued sick leave or vacation time to make whole any wage replacement provided under PFML.

The Zoo will continue to pay its share of the premiums for medical coverage during the PFML portion of leaves. Employee shares of premiums will be deducted from any paychecks issued. It is the employee's responsibility to pay the Zoo their share of any premium payments in order to continue medical or dental coverage for themselves or their dependents, or coverage may be discontinued.

Article 13 – Grievance Procedure

13.1 Definition. A grievance is a claim by an employee or the Council or a member Union of an alleged violation of any express provision of this Agreement by the Zoo.

13.2 Informal Attempt at Resolution. Prior to filing a formal grievance, an employee should discuss any complaint or concern with their supervisor in an effort to resolve the matter.

13.3 Time Limits for Filing. All references to "days" in this Article are to calendar days except that when the final day of any time period in this Article falls on a day when the offices of the Zoo or the Council/Union are closed, the time period shall be extended to the next day when the offices are open. No grievance shall be entertained or processed unless it is submitted, in writing, within ten (10) days after the employee concerned becomes aware, or should have become aware through the use of reasonable diligence, of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within ten (10) days as set forth above, it shall be waived.

With respect to the other time limits set by this Article, if the grievance is not appealed to the next step within the specified time limits or any mutually agreed upon extension, it shall be considered settled on the basis of the Zoo's last answer. If the Zoo does not answer a grievance or an appeal thereof within the specified time limits, the Council/Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by mutual written agreement of the Zoo and the Council/Union.

STEP 1: Any employee or Council/Union Representative who has a grievance shall submit it in writing to the supervisor involved in the matter. The written grievance shall contain a statement of the facts, the provision or provision(s) of this Agreement that the Zoo is alleged to have violated, and the relief requested. The supervisor shall give their

written response within seven (7) days after receipt of the grievance. The grievant and the Council/Union Representative shall be copied on the Step I response.

STEP 2: If the grievance is not settled in Step I and the Council/Union wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the appropriate manager or director with a copy to the Vice President of People and Culture within seven (7) days from receipt of the response at Step 1. The Manager, Director, or their designee shall arrange a meeting to discuss the grievance within seven (7) days from receipt of the appeal at a time mutually agreeable to the parties, unless there is a mutual agreement to extend the time limits. The meeting shall include the Union Steward and/or Representative and/or the grievant. The Manager, Director, or designee, shall transmit a written response to the Council/Union within seven (7) days following their meeting. The grievant and the Council/Union Representative shall be copied on the Step 2 response.

STEP 3: If the grievance is not settled in Step 2 and the Council/Union wishes to appeal, it shall be referred, in writing, to the Chief Operating Officer or their designated representative, within seven (7) days after the receipt of the Zoo's response at Step 2. A meeting shall be arranged at a time mutually agreeable to the parties, but within seven (7) days from the receipt of appeal, unless there is a mutual agreement to extend the time limits.

The Chief Operating Officer or their designee shall submit a written response to the Council/Union within seven (7) days from the date of the meeting. The grievant and the Council/Union Representative shall be copied on the Step 3 response.

13.4 Arbitration

a) General Provisions. If the grievance is not settled in accordance with the foregoing procedure, the Council/Union may refer the grievance to binding arbitration within thirty (30) days after receipt of the Step 3 answer. The parties shall attempt to agree upon an arbitrator within seven (7) days after the Council/Union notifies the Zoo that it will refer the matter to arbitration. In the event the parties are unable to agree upon an arbitrator within seven (7) days; the parties shall immediately jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of five (5) arbitrators. The parties may jointly agree to reject entire panels. Either party may unilaterally reject one (1) entire panel. Both the Zoo and the Union shall have the right to strike two (2) names from the panel. The Council/Union shall strike first. The arbitrator shall be notified of their selection by a letter from the Zoo or the Council/Union.

b) Limitations on Authority of the Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator may consider more than one (1) grievance at a time if mutually agreed by the parties. In the event the arbitrator finds a violation of the terms of the Agreement, they shall fashion an appropriate remedy so long as the remedy is not beyond the scope of the parties' contractual agreement. The arbitrator shall submit, in writing, their decision within sixty (60) days following the close of the hearing

or the submission of briefs by the parties, whichever is later, unless the parties mutually agree to an extension.

13.5 Fees and Expenses. The parties in arbitration agree to share equally the fees and expenses of the arbitrator. The fees and expenses of the arbitrator shall include the cost of a written transcript for the arbitrator. The party seeking a continuance or postponement of an arbitration shall bear the related fees and expenses. The parties may mutually agree to continue or postpone an arbitration, in which case the fees and expenses shall be divided equally between the parties.

13.6 Mediation. At any point in the grievance process either or both parties to this Agreement may recommend mediation or other means of Alternate Dispute Resolution (ADR) to resolve the dispute. The parties recognize that mediation is not a mandatory step in the grievance process, but can prove helpful in resolving disputes without arbitration. Each party agrees to pay its own mediation expenses and will contribute equally to the cost of a mediator should both parties agree to mediation. Normal Article 13 time limits will be extended during the period of mediation.

Article 14 – No Strikes – No Lockouts

14.1 No Strike Clause. The Council and its member unions agree that during the life of this Agreement there shall be no strikes (including, but not limited to, sympathy strikes and strikes to protect Council, individual or collective unions, or third party conduct), work stoppages, slowdowns, picketing, or delays of work of any kind.

14.2 Actions to be Taken by Unions. The Council and its member unions agree that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees in the bargaining unit, the Council and its member unions further agree that it will use its best efforts to cause an immediate cessation thereof. If the Council and its member unions immediately take all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including (a) publicly disclaiming such action as not called or sanctioned by the Council and its member unions and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Council or its member unions, in addition to instructing the employees to immediately cease such activity, the Zoo agrees that it will not bring action against the Council and its member unions to establish responsibility for such unauthorized conduct.

14.3 Disciplinary Actions. Employees who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the Zoo.

14.4 No Lock-out Clause. The Zoo will not lock out bargaining unit employees during the term of this Agreement.

Article 15 – Union Membership and Dues

15.1 Union Membership and Dues Requirements. It shall be a condition of employment that each employee covered by this Agreement who voluntarily is or who voluntarily becomes a member of a Council member Union shall remain a member of same during the term of this Agreement. It shall also be a condition of employment that any employee hired or appointed to a position into a bargaining unit covered by this Agreement, shall on or before the thirtieth (30th) day following the beginning of such employment join the appropriate Union or pay a service fee in an amount equivalent to the regular monthly dues of the Union to the Union. Failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided however, the requirements to apply for Union membership and/or maintain union membership shall be satisfied by the employee's payment of the regular initiation fee or regular re-initiation fee and the regular dues uniformly required by the Union of its members,

15.2 Temporary and Seasonal Employees. A temporary or seasonal employee may, in lieu of the requirements set forth within Section 15.1, pay a Union service fee in an amount equivalent to one and one-half percent (1.5%) of the total gross earnings received by the temporary or seasonal employee for all hours worked within the bargaining unit each biweekly pay period, commencing with the thirty-first (31st) day following the temporary or seasonal employee's first date of assignment to perform bargaining unit work.

15.3 Religious Exemption. Employees who are determined by the National Labor Relations Act ("The Act") to satisfy the religious exemption requirements of the Act shall contribute an amount equivalent to regular union dues and initiation fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

15.4 Failure to pay Dues. Failure by an employee to abide by the afore-referenced provisions of this Article shall constitute cause for discharge of such employee; provided however, it shall be the responsibility of the Union to notify the Zoo in writing when it is seeking discharge of an employee for non-compliance with Sections 15.1, 15.2 or 15.3 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Union shall forward a "Request For Discharge Letter" to the Vice President of People and Culture, with a copy to the affected employee. Accompanying the "Request For Discharge Letter" shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Article 15, Sections 15.1, 15.2 or 15.3.

15.5 Notice to Employee. The contents of the "Request For Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 15.1, 15.2 or 15.3, but provide the employee and the Zoo with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Union's request, the Vice President of People and Culture shall give notice in writing to the employee, with a copy to the Union that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "Request For

Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the Zoo should not act upon the Union's written request for the employee's discharge.

15.6 Discharge of Employee. In the event the employee has not yet fulfilled the obligation set forth within Sections 15.1, 15.2 or 15.3 of this Article within the thirty (30) calendar day period noted in the "Request For Discharge Letter," the Union shall thereafter reaffirm in writing to the Vice President of People and Culture with a copy to the employee, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request of the discharge, the Zoo shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union security obligation within the thirty (30) calendar day period, the Union shall so notify the Vice President of People and Culture in writing, with a copy to the employee. If the Union has reaffirmed its request for discharge, the Vice President of People and Culture shall notify the Union in writing, with a copy to the employee, that the Zoo effectuated the discharge and the specific date such discharge was effectuated, or that the Zoo has not discharged the employee, setting forth the reasons why it has not done so.

15.7 Union Dues Deduction. The Zoo shall deduct from the pay check of each employee who has so authorized, the regular initiation fee and regular monthly dues uniformly required of members of the Union or the alternative biweekly Union service fees required of temporary or seasonal employees per Section 15.2. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The Union shall indemnify, defend and hold harmless the Zoo against any and all claims, demands, suits, or other forms of liability including damages, reasonable attorney's fees and court or other costs, that arise out of, or by reason of action taken or not taken by the Zoo for the purpose of complying with this Article, or in reliance upon employee payroll deduction authorization cards submitted by the Union to the Zoo. If an improper deduction is made and received by the Union, the Union shall refund directly to the employee any such amount. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

15.8 New Hire Orientation. The Union through a Shop Steward or Union Representative shall have thirty (30) minutes to meet with the employee(s) covered by this agreement for the purposes of filling out Union paperwork and orienting the employee to Union membership. When a covered employee completes their new hire paperwork the zoo will send to the Joint Crafts Council Chair, or their designee, the employee's name and expected start date for the Union to schedule an orientation meeting during the employee's work hours.

Article 16 – Miscellaneous

16.1 Job Titles and Descriptions. The Zoo will provide employees with a copy of the official job description for their job title. The Zoo will notify the Council of any change in job titles covered by this Agreement, and Article 4.2 shall apply where appropriate.

16.2 Retirement Savings Plan. The Zoo will maintain its retirement savings plan program in effect during the term of this Agreement. The Retirement Savings Plan Committee will include one (1) Council represented member.

16.3 Rules of Conduct Changes. When the Zoo proposes to initiate changes or additions to its rules of conduct that could subject employees to discipline, the Zoo shall transmit three (3) copies of the proposed changes or additions to the Council. Upon request, the Zoo will schedule a meeting with the Council within fourteen (14) calendar days of the Council's receipt of the proposals to negotiate any impacts. No changes or additions to rules of conduct that could subject employees to discipline will be implemented without prior publication and notice to the affected employees.

16.4 Information to Council. The Zoo shall annually provide the Council with a list of all employees within the job classifications covered by this Agreement, The list will include employees' names, Social Security numbers, job classifications, seniority and home addresses. The Zoo will update the list when changes occur. The Zoo shall provide to the Council within thirty (30) days, the name, address, classification, rate of salary and starting date of any new employee hired into the Council's bargaining unit.

16.5 Negotiating Team. The Council may designate up to four (4) employees as being on its collective bargaining team who may be excused from their regular duties to attend scheduled negotiations without loss of pay. No more than an aggregate of ninety (90) hours of paid time for this purpose shall be authorized. The parties agree to discuss continued compensation if the ninety (90) hours are exceeded.

16.6 Discipline and Discharge

16.6.1 Just Cause. Non-probationary employees covered by this Agreement may not be suspended, demoted or terminated without just cause.

16.6.2 Record of Discipline. In imposing discipline, the Zoo will not consider coaching and counseling, written or verbal, which are older than twelve (12) months, provided no other disciplinary action has taken place since the incident that precipitated the reprimand; written reprimands older than twenty four (24) months provided no other disciplinary action has taken place since the incident that precipitated the reprimand; or suspensions older than thirty six (36) months provided no other disciplinary action has taken place since the incident that precipitated the suspension. Records of prior discipline will be removed from an employee's personnel file at the employee's request at the end of the period set forth in this paragraph; however, the Zoo may continue to retain records of such discipline in a separate file if the Zoo believes such records may be needed at a future date to demonstrate the Zoo's compliance with state and federal Equal Opportunity (EO) or other laws.

16.7 Performance Evaluation. A performance review for each employee is prepared online annually. As part of the evaluation process, an employee's supervisor shall discuss the evaluation with the employee and give the reasons for such evaluation. If there is disagreement with the evaluation, an

employee may discuss the evaluation with their supervisor, respond in writing, and have it attached as part of their permanent record.

An employee may further appeal the review up to their department head. Reviews are otherwise not subject to appeal or grievance. A performance evaluation does not guarantee an increase in wages. An employee's online acknowledgement will serve as their signature and will indicate only that the employee has seen the evaluation.

All employees are presumed to be in good standing with the zoo and eligible for promotions and to participate in zoo programs, such as, but not limited to ZooBright Scholarships, if they have no record of discipline that may be considered by the zoo under section 16.6.2. Employees' status with respect to "good standing" will not impact their eligibility for professional development opportunities to help them improve their job performance.

16.8 Uniforms and Footwear

16.8.1 Uniforms. Regularly-benefited Animal Keepers, Warehousemen, Veterinary Technicians, Animal Diet Specialists and Exhibits / Facilities / Maintenance / Grounds / Horticulture staff will be issued at a minimum five (5) shirts, two (2) sweatshirts and (1) jacket at the start of employment. The jacket, shirt and sweatshirt issued will contain only the Zoo logo identifying the employee as a "Staff Member" of Woodland Park Zoo. One replacement sweatshirt is allowed per calendar year unless otherwise permitted at the supervisor's discretion.

Newly hired regularly-benefited Animal Keepers, Warehousemen, Veterinary Technicians, Animal Diet Specialists, Learning Coordinators, and Exhibits / Facilities / Maintenance / Grounds / Horticulture staff will receive a reimbursement of up to two hundred (\$200.00) dollars including applicable taxes for the purchase of no fewer than five (5) pants/shorts for their first year of employment. A reimbursement of up to one hundred sixty-five (\$165.00) dollars including applicable taxes will be allowed for the purchase of no fewer than three (3) replacements of pants/shorts/or other appropriate attire that meets the zoo's relevant safety standards per calendar after the first year of employment unless otherwise permitted at the supervisor's discretion.

Temporary and seasonal Animal Keepers, Warehousemen, Veterinary Technicians, Animal Diet Specialists, Grounds, and Horticulture staff will be eligible to receive a reimbursement of up to two hundred (\$200.00) dollars including applicable taxes for the purchase of no fewer than five (5) pants/shorts for their first year of employment. A reimbursement of up to one hundred sixty-five (\$165.00) dollars including applicable taxes will be allowed for the purchase of no fewer than three (3) replacement of pants/shorts/or other appropriate attire that meets the zoo's relevant safety standards per calendar year unless otherwise permitted at the supervisor's discretion.

Raingear also will be issued upon request to each regularly benefited employee of the Animal Management and Exhibits/Facilities/Grounds Horticulture departments, A replacement may be issued annually at the supervisor's discretion. Heavy duty raingear may be requested and issued at the supervisor's discretion.

Safety related coveralls may be requested and issued at the supervisor's discretion.

All retired shirts/sweatshirts/raingear are to be turned in to the Commissary for recycling, if possible.

Security employees will not be issued shirts/sweatshirts. Instead, different uniforms will be issued in accordance with the Zoo's uniform policy

Employees of Animal Management and Facilities may opt to purchase a Zoo logo hat and will be reimbursed for the full price. Hats can include baseball, full brim and wool caps. A replacement may be issued annually at the supervisor's discretion.

- Learning and Innovation employees will have the option of replacing a polo shirt or t-shirt with a button down shirt based on business need.
- Learning and Innovation employees who are not required to wear uniforms will continue to receive the standard uniform clothing issued to all staff.

16.8.2 Footwear. Regularly benefited Animal Keepers, Warehousemen, Veterinary Technicians, Security, Learning Coordinators, and Facilities/ Exhibits/ Grounds/ Maintenance/ Horticulture staff are eligible to be reimbursed for purchase or repair of footwear. Employees will be expected to wear the footwear provided. Reimbursements of up to one hundred seventy-five (\$175.00) dollars including applicable taxes will be made on an annual basis for each purchase or repair of the above. Requests for reimbursement are to be submitted in accordance with Zoo policies. Footwear will be worn as directed in the workplace at all times during regular work assignments.

Learning and Innovation employees will not be required to wear their footwear on a daily basis but rather as needed depending on their working conditions. Requests for reimbursement are to be submitted in accordance with Zoo policies.

Temporary and seasonal Animal Keepers, Warehousemen, Veterinary Technicians, Security, Grounds, and Horticulture staff will be eligible to be reimbursed for purchase or repair of footwear. Employees will be expected to wear the footwear provided. Reimbursements of up to one hundred seventy-five (\$175.00) dollars including applicable taxes will be made on an annual basis for each purchase or repair of the above. Requests for reimbursement are to be submitted in accordance with zoo policies. Footwear will be worn as directed in the workplace at all times during regular work assignments.

16.8.3 Cell Phone Allowance: Any/all employees who are expected to be in regular communication with their supervisor(s) or coworker(s) via cell phone or text message will be provided with a thirty dollar per month (\$30/month) cell phone allowance.

16.9 Safety. The Council and the Zoo recognize that safety is in every employee's interest. To that end, the parties agree to support reasonable efforts to improve the safety of the zoo work environment. Individual employees are encouraged to participate in ongoing safety efforts and may seek election to the Woodland Park Zoo Safety Committee. The Council will approve nominations of bargaining unit employees for election to the Committee.

16.9.1 Hearing Loss Prevention Program – The zoo will adhere to the Hearing Loss Prevention Program outlined in Zoo policy, in compliance with state regulations. Employees may request audiometric testing of their workspace at any time, not to exceed once per year per workspace, assuming no change in noise-generating working conditions. Any employees may request hearing protection and the zoo will provide PPE at no cost to the employees.

16.10 Commute Trip Reduction, Parking, and Transit Pass Subsidy. The Zoo encourages all employees to participate in Commute Trip Reduction (CTR) efforts including carpooling, alternate forms of transportation, and mass transit. The Zoo may determine that it needs to charge employees for parking during the term of this Agreement. If the Zoo makes such a business determination, it is agreed the Council and the Zoo shall meet to negotiate that issue and its impacts upon the bargaining unit employees. The Zoo shall subsidize the cost of monthly transit passes for personal use by employees by eighty dollars (\$80.00) per month effective for the term of this Agreement for those employees who purchase and use monthly transit passes.

Article 17 – Layoffs and Recall.

17.1 Notice of Layoffs. When there is an impending layoff with respect to any employee in the bargaining unit, the Zoo shall notify the Council and the employees affected no later than thirty (30) days prior to such layoff. The Zoo will provide the Council with the names of all employees to be laid off prior to the layoff.

17.2 Reduction in Workforce. In the event of a workforce reduction of employees covered by this Agreement, temporary and seasonal employees in the affected job classification shall be laid off first. Probationary employees in that job classification shall be laid off prior to laying-off regularly benefited employees. Regularly-benefited employees in the job classification with the greatest seniority will be retained where possible provided they have the necessary skills, abilities, training and other relevant qualifications to perform the available remaining jobs.

17.3 Seniority and Layoffs. Seniority shall be defined as the total number of years of service with the job classification. Employees who have a regular pan-time status at the time of the workforce

reduction shall be offered the opportunity to fill a full-time position within the classification affected by layoff by said definition of seniority or be placed on the recall list as described in Section 17.4.

17.4 Recall Rights. Employees shall have recall rights for up to one (1) year from the date of their layoffs. Employees shall be recalled in the reverse order they were laid off subject to the following provisions: employees otherwise in good standing shall be recalled provided they have the necessary skills, abilities, training and other relevant qualifications to perform the jobs that are being recalled; the Zoo will not hire any new employees into the job classification affected by a layoff during the recall period.

17.4.1 Recall preferencing for new positions: In the event new bargaining unit or non-bargaining unit positions become available at the Zoo while any employee covered by this agreement is laid-off or furloughed, the Zoo will:

- Send notice to all laid-off/furloughed employees of any new positions no fewer than five (5) business days before such vacancies are posted for external candidates. All laid-off/furloughed employees shall provide the Zoo notice at the time of layoff/furlough whether they want to be contacted by email, phone or text in the event a new position becomes available. The Zoo will send notice to the laid-off/furloughed employee in the manner requested by the laid-off/furloughed employee. The laid-off/furloughed employee is responsible for providing the Zoo any updated contact information; and
- Award any such positions to laid-off or furloughed employees who has the necessary skills, abilities, training and other relevant qualifications to perform the job. If one or more qualified, laid-off or furloughed employee applies for an opening, the Zoo will award the opening to the laid-off or furloughed employee with the greatest seniority.

17.4.2 Preferencing for Part Time/Temporary/Seasonal Work: In the event bargaining unit employees are laid-off or furloughed, and part time, temporary, or seasonal work becomes available (as described in Articles 4.1 and 7.3), laid-off or furloughed employees who have the necessary skills, abilities, training and other relevant qualifications to perform the job shall have first right of refusal of such work. If one or more qualified, laid-off or furloughed employee applies for such an opening, the Zoo will award the opening to the laid-off or furloughed employee with the greatest seniority.

Article 18 – Union Representation

18.1 Stewards. The Council may appoint or elect four (4) union stewards from its member unions. It will advise the Zoo of their names and will promptly notify the Zoo of any changes. Upon written request from the Council following completion of one (1) year of the Agreement, the Zoo agrees to discuss with the Council the number of union stewards permitted.

The Zoo may, if work needs arise, limit the number of union stewards engaged in Council or member Union business at any one time during the workday. The stewards are responsible to ensure that their union activities do not interfere with the work of other employees or zoo operations. The stewards shall notify their immediate supervisors in advance of their need to participate in a disciplinary conference and/or the grievance procedure. The supervisor shall not unreasonably withhold permission for the stewards to engage in such activities.

18.2 Right of Access. Authorized officials of Council member Unions, upon advance notice to management, shall have reasonable access to the facilities of the Zoo for the purpose of investigating grievances, attending grievance hearings or for other reasons related to the administration of this Agreement. Such officials shall be responsible to ensure that their presence on Zoo grounds does not interfere with employee work, zoo operations or impact animal health or welfare.

18.3 Meetings. The Zoo will provide the Council with suitable space on the Zoo's premises for periodic Council or membership meetings provided that such meetings shall be held during non-working hours and the meetings do not interfere with zoo operations. The Council and its member unions shall be subject to the Zoo's reasonable rules for use of its facilities.

18.4 Bulletin Boards. The Council shall have the right to post materials upon the bulletin boards used by the Zoo for posting notices to employees, in all employee work locations out of public view. The parties acknowledge that employee bulletin boards may be viewed by members of the public, donors and potential donors. Accordingly, the contents of any material posted by the Council must be related to legitimate Council or union activities and may not be derogatory, defamatory, obscene, represent any political campaign or be offensive in nature. Any inappropriate materials will be immediately removed. The Chairperson of the Council or their designee agrees to provide the Vice President of People and Culture with a copy of all posted materials at or prior to the time of posting.

Article 19 – Term and Effect of Agreement

19.1 Subordination of Agreement. The parties hereto and the employees subject to this Agreement are governed by provisions of the applicable federal and state laws. When any provisions thereof are in conflict with provisions of this Agreement, the provisions of said federal or state laws are paramount and shall prevail.

19.2 Savings Clause. If an Article or Section of this Agreement or any Addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

19.3 Duration. This Agreement shall be effective January 1, 2012 and shall continue through December 31, 2023. Thereafter it shall automatically continue year-to-year unless either party gives notice to the other at least sixty (60) days prior to the termination date of a desire to amend, alter or

terminate the Agreement. If such notice is given, the parties shall meet promptly to negotiate a new Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Zoo and the Council, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This Agreement is signed and adopted this _____ day of _____, 20__.

WOODLAND PARK ZOO

DocuSigned by:
Alejandro Grajal 3/22/2022
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ALEJANDRO GRAJAL
President and CEO

DocuSigned by:
Sheri Horiszny 3/22/2022
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SHERI HORISZNY
Chief Operations Officer

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Serae Kim 3/22/2022
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SERAE KIM
Senior Vice President, People and Culture

JOINT CRAFTS COUNCIL

DocuSigned by:
Scott Clifthorne 3/25/2022
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SCOTT CLIFTHORNE
Chair of JCC

DocuSigned by:
John Searcy 3/25/2022
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JOHN SCEARCY, SECRETARY-TREASURER
Teamsters Local 117

DocuSigned by:
Robert Hanks 3/25/2022
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**International Alliance of Theatrical Stage Employees
and Motion Picture Projectionists, Local 15**

DocuSigned by:
David Quinn 3/25/2022
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Pacific Northwest Council of Carpenters, Local 30

DocuSigned by:
Erick Lee 3/22/2022
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**International Brotherhood of Electrical Workers,
Local 46**

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**International Union of Operating Engineers, Local
302**

DocuSigned by:
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**International Brotherhood of Boilermakers, Iron
Shipbuilders, Blacksmiths, Forgers and Helpers,
Local 104**

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Chris Winters 3/22/2022
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Painters District Council No. 5

DocuSigned by:
Kathy Wilkens 3/23/2022
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**Public Service and Industrial Employees, Laborers
Local 242**