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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT BETWEEN

COLUMBUS ZOO ASSOCIATION

AND

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES
AFL-CIO, OHIO COUNCIL 8 AND LOCAL 2950

JANUARY 1, 2012 - DECEMBER 31, 2014

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AGREEMENT

This agreement, entered into this first day of January 2012, between the Columbus Zoo Association (hereinafter referred to as the "Zoo") and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 8, Local 2950 (hereinafter referred to as the "Union"):

PREAMBLE

The Columbus Zoo Association has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its full-time bargaining unit employees; it being the intent of the parties to promote fair relations between the Zoo and the Union, and to establish a procedure for the peaceful resolution of grievances, rates of pay, and other terms and conditions of employment.

The parties do mutually covenant and agree as follows:

ARTICLE 1
COMPLIANCE WITH LAW

In the event any provision of the Agreement is found by a court or administrative body (State or Federal) with jurisdiction over the parties and subject matter to be in conflict with a State or Federal statute, such law shall supersede the conflicting provision without affecting the remainder of the provisions of this Agreement.

Should any provision of the Agreement be declared illegal or invalid by a court or administrative body (State or Federal) with jurisdiction over the parties, and there is no statute or enacted legislation to supersede the conflicting provision, the parties agree to meet and negotiate a new provision within ten (10) days, and the remaining parts or provisions of this Agreement shall remain in full force and effect.

**ARTICLE 2
RECOGNITION AND REPRESENTATION**

Section 2.1 Recognition and Appropriate Bargaining Unit

The Zoo recognizes the Union as the sole and exclusive bargaining agent for all full-time employees covered by the terms and provisions of the Agreement for the purpose of collective bargaining. Excluded from recognition are all management, supervisory, and security personnel. This list includes, but is not limited to, President and CEO, Senior Vice Presidents, Vice Presidents, Animal Care Director, Curators, Assistant Curators, Director of Animal Health, Director of Education, Facilities Director, Director of Safety and Security, Vice President of Technology Services, Human Resources Director and all similar redesignated or newly created positions. Also, excluded are all secretaries and assistants to the above-named positions, including admission attendants and probationary personnel as defined in Section 9.2.

Determination of inclusion or exclusion from the bargaining unit for positions which may be created after the effective date of this Agreement shall be based on the guidelines, as established in the National Labor Relations Act. The Zoo will provide a job description for all newly created positions prior to posting.

Section 2.2 Non-Discrimination

- A. Neither the Zoo nor the Union shall interfere with the rights of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership.
- B. In accordance with applicable law, neither the Zoo nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, political affiliation, disability, religion or age.

**ARTICLE 3
DEDUCTION OF UNION DUES**

Section 3.1 Checkoff

Upon receipt of a signed authorization from an employee as provided for in Section 3.3, the Zoo agrees to deduct from such employee's pay uniform Union dues. The Union will notify the Zoo in writing of the amount of the uniform union dues to be deducted monthly. Deductions shall be made bi-weekly and shall be remitted, together with an itemized statement, to the Treasurer of the Union or his/her authorized designee by the 15th day of the month following the last deduction for the preceding month. Such itemized statement shall include the address and social security number of each employee from whom deductions have been made.

Section 3.2 Indemnification

The Union shall indemnify the Zoo and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reasons of, any action taken by the Zoo for the purpose of complying with the provisions of this Article.

Section 3.3

The Union shall use, and the Zoo shall recognize a Union Authorization Card and Checkoff Card which contains the following language, provided that any reference on the preprinted cards used by the Union to the words "Private Sector" or any reference to the Zoo as a private employer will be specifically deleted by the Union before presentation to a bargaining unit employee:

**AUTHORIZATION
MEMBERSHIP AND CHECKOFF CARD**

**AUTHORIZATION/MEMBERSHIP
LOCAL _____, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

I request and hereby accept, upon execution of this authorization card, membership in the American Federation of State, County and Municipal Employees, AFL-CIO (herein called AFSCME) and the appropriate subordinate body(s) (the Union), and authorize the subordinate body(s) to represent me and in my behalf to negotiate and conclude all agreements as to rates of pay, wages, hours and all other terms and conditions of employment. It is agreed that such membership shall be in accordance with the provisions of the Constitution of AFSCME and its subordinate bodies. It is further agreed that my membership may only be revoked by me during the thirty (30) to forty-five (45) day period prior to the expiration of any labor agreement with my employer, by giving written notice to a subordinate body with proof of service. My membership shall not terminate until thirty (30) days after receipt of said notice by the Union. I understand that this membership agreement is separate from my checkoff agreement.



CHECKOFF AGREEMENT

You are hereby authorized and directed to deduct from my wages my membership dues, initiation fee or assessments which shall be remitted to a subordinate body of AFSCME, in accordance with the applicable labor agreement. This Authorization and Assignment shall be irrevocable until a date one year from the date of execution or until the date on which the current labor agreement between my employer and Union terminates, whichever is earlier. I agree and direct that this Authorization and Assignment shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each from the effective date hereof, or for the period of each succeeding applicable labor agreement between my employer and Union, whichever period is shorter. Written notice of revocation by individual certified mail must be given by me to my employer and union, postmarked not more than forty-five (45) days and less than thirty (30) days prior to the expiration date of each one-year period, or the termination date of each applicable labor agreement between my employer and Union whichever date is earlier. This Authorization and Assignment supersedes all previous Authorizations and Assignments. I understand this checkoff commitment is separate from my membership agreement.

Dues, contributions or gifts to AFSCME are not deductible for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

Print Name _____
Address _____
State _____ Zip Code _____
Employer _____
Date _____

Social Security No. _____
City _____
Tel. No. _____
Signature _____

All union membership and checkoff agreements are binding from the date of signing to the end of the contract period unless otherwise changed. Methods of payment for membership dues may change from year to year, however, members are subject to bi-weekly deduction of dues throughout the contract period.

**ARTICLE 4
MANAGEMENT RIGHTS**

Section 4.1 Management Rights

It is recognized that the Zoo has and will continue to retain the rights and responsibilities to direct the affairs of the Zoo in all of its various aspects. Among the rights retained by the Zoo are the Zoo's right to direct the working forces; to establish the qualifications of employment and to employ personnel; to plan, direct and control all the operations and services of the Zoo; to schedule and assign work; to establish work and productivity standards and to, from time to time, change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the expressed written provisions of this Agreement.

ARTICLE 5
UNION OFFICERS AND STEWARDS

Section 5.1 Union Officers and Stewards

Once each year, the Union shall furnish the President and CEO with an up-to-date list of Union Officers. The Union may select a maximum of three stewards, with the President of the Union accorded the same rights and responsibilities as a Union Steward.

Section 5.2 Union Business on Zoo Time

The Union may conduct business on Zoo time provided that Union business is limited to investigation of grievances or potential grievances and the representation of bargaining unit employees in disciplinary and/or grievance-related actions and is limited to one duly designated union steward. The union steward's time expended under this section must be approved through appropriate supervisors prior to conducting Union business, including the supervisor of the member being contacted. General Union membership meetings shall not be conducted on Zoo time by Union members.

Officers of the Union selected by the Union to participate in any Union activity outside the Columbus Zoo, shall be granted a leave of absence with pay at the request of the Union. The total leaves of absence for all such Union activity shall not exceed more than ten (10) work days per total work force per year. Time can be used in ½ day increments. A day is counted for each Union officer who takes it off.

ARTICLE 12
SHIFT DIFFERENTIAL PAY

Section 12.1 Definition

The normal assignment of shifts shall be as follows: the early morning shift shall be known as the first shift, the late afternoon shift shall be known as the second shift, and the late evening shift shall be known as the third shift. The President and CEO or his/her designee shall designate the applicable shift for each employee.

Section 12.2 Differential in Pay

An employee who is assigned to work on the second, or third shift shall receive a differential in pay of an additional seventy-five (\$.75) cents per hour over the regular hourly rate for assignment to the second shift, or an additional one dollar (\$1.00) per hour over the regular hourly rate for assignment to the third shift. If any employee is scheduled to begin work at 10:00 a.m. or after and continued to work eight (8) consecutive hours or more, he/she will be paid an additional seventy-five (\$.75) cents per hour for all hours worked after 3:30 p.m.

Section 12.3 Effect of Leave on Shift Differential

For the purpose of computing leave with pay, shift differential shall not be paid in addition to regular pay.

**ARTICLE 13
REPORT-IN PAY**

Section 13.1 Report-In and Call-In Pay

- A. **Report-In Pay:** When an employee reports for work in his/her regular shift and has not received written notification from his/her supervisor or the President and CEO by the previous workday not to report, he/she shall be assigned at least three (3) hours of work at any available job or, in the event that no work is available, he/she shall be paid three (3) hours straight time at his/her regular hourly rate and released from duty immediately. All written notices not to report shall be countersigned by the employee affected.
- B. **Call-In Pay:** When any full-time employee is called back for work by the President and CEO or his/her designee after termination of the employee's regular shift, he/she shall be paid a minimum of three (3) hours at time and one-half his/her regular hourly rate. When any full-time employee is notified prior to the end of the employee's regular shift that they are required to return to work for scheduled overtime, they are guaranteed a minimum of two (2) hours compensation at their regular rate of pay if they return for scheduled overtime. If an employee works more than one and one-quarter (1-1/4) hours under these circumstances, all hours will be compensated at one and one-half (1-1/2) the employee's regular rate of pay. It is understood that this provision does not apply in cases of overtime authorized as an extension of a regular shift.
- C. **Shift Changes:** When any full-time employee is called in for a shift other than to which he/she is regularly assigned, he/she shall be paid a minimum of four (4) hours of pay at time and one-half his/her regular rate unless he/she has been given at least forty-eight (48) hours notice of a change in his/her regular shift assignment, in which case payment shall be at his/her regular hourly rate.

**ARTICLE 14
INSURANCE**

Section 14.1 Insurance

The Zoo shall enter into contractual agreements with any insurance carrier or carriers, or self-insurer, or any other form of managed health care, for the purpose of providing hospitalization, surgical and major medical benefits, dental benefits, optical benefits, hearing aid benefits and life insurance benefits, either by insurance coverage or self-insurance, or any other form of managed health care, except as modified in the following paragraphs, and pay all premiums for both the employee and family coverage, except that each employee shall contribute an amount according to the chart below of the premium per month for the hospitalization, surgical and major medical coverage in which they are enrolled. The Zoo may fulfill its obligation by contracting all benefits with a single carrier, or by obtaining separate insurance for some or all of the individual benefits, totally at the discretion of the Zoo. Health insurance premium contributions will be deducted biweekly.

WELLNESS	2012 NP/Par*	2013 NP/Par	2014 NP/Par
Employee	15/12%	17/12%	17/12%
2 Person	15/10%	17/10%	17/10%
Family	15/10%	17/10%	17/10%

*"NP" refers to non-participant in the wellness program and "Par" refers to participant in the wellness program

Section 14.2 Life Insurance Modification

The Zoo shall increase life insurance benefits for employees so that the death benefit is at least equivalent to one and one-half a year's salary of such employee but not to exceed \$50,000.

Section 14.3 Benefit Holiday

In 2012, employees will be granted four (4) benefit holidays (one near the end of each quarter); in 2013, employees will be granted two (2) benefit holidays (one in June and one in early December); and in 2014, employees shall be granted one (1) benefit holiday (in early December). A benefit holiday is one pay period during which no deduction will be made for the employee's portion of applicable benefit premiums for health insurance from his/her paycheck. The President and CEO or his/her designee shall determine when the benefit holiday(s) will occur.

Section 14.4 Optical

The Zoo will provide an optical benefit to pay for eyeglass frames to the limit of \$70.00 per person per two year period.

Section 14.5 Employee Voluntary Decision to Exempt Himself/Herself From Coverage

For all eligible employees employed at the Zoo as of December 31, 2005, no employee will be entitled to any benefit provided by this Collective Bargaining Agreement to the extent such employee elects to be covered by any alternate benefits such as HMO, spouse's insurance or private insurance, including all benefits provided by single premium from which the employee exempts himself/herself. The Zoo will pay to or on behalf of such employee who withdraws from coverage a sum equivalent to the premium the Zoo would make to the group insurance carrier had the employee retained coverage if the employee opts to convert to a HMO, or 50% of said amount if the employee elects to be covered by his/her spouse's insurance at the applicable rate depending upon the employee's status. If the voluntary withdrawal from the group coverage causes the insured group to shrink to the level requiring increased per capita insurance premiums, the increases will be paid pro rata by wage deductions from all employees. In no event will the Zoo pay more money for benefits than it would pay if all employees elected to be covered by the group insurance benefits. Employees hired on January 1, 2006 or later are not eligible to participate in this voluntary exemption. Should any currently enrolled employee opt out of the exemption program, he/she will not be allowed to return to the program.

Section 14.6 Union Right to Review and Negotiate

All proposed insurance contracts for provision of benefits under this Article shall be presented to the Union in advance of execution. If the Union, within twenty-one (21) days of presentation, provides management with a written objection stating specifically how the proposed contract significantly deviates from the benefits then existent or as modified by this Article, or with a written objection to including additional benefits under this Article into one insurance contract with a single premium, management and the Union shall immediately negotiate the benefits in question during the duration of this agreement.

Section 14.7 Long Term Disability

The Zoo will obtain insurance to provide long term disability coverage which will provide for 60% of pre-disability income commencing after 60 calendar days of disability from work and continuing until the employee is able to return to the work force as defined in the insurance policy, or until retirement. The terms of qualification and delineation of specific benefits shall be determined by the insurance carrier selected by the Zoo.

The Zoo may thereafter change insurance carriers only consistent with Section 14.6.

Section 14.8 Flexible Spending Accounts

Each employee will be permitted to contribute up to a maximum of \$2,500 to his/her medical flexible spending account. Employees will have fifteen (15) months in which to utilize the funds in the flexible spending account.

Section 14.9 Domestic Partners

Domestic partners, as defined in this Section, are eligible for coverage under the Zoo's group health insurance plan, effective May 1, 2012. A domestic partnership is defined as "a legal or personal relationship between two individuals who each serve the role of sole spouse in the other's life."

**ARTICLE 15
HOLIDAYS**

Section 15.1 Paid Holidays

The following are paid holidays for eligible employees:

New Year's Day	-	January 1
Martin Luther King's Birthday	-	Third Monday in January
President's Day	-	Third Monday in February
4th of July	-	July 4
Columbus Day	-	Holiday designated by the City of Columbus
Thanksgiving Day	-	Fourth Thursday in November
Christmas Day	-	December 25

Two additional floating holidays to be exercised at the discretion of the employee subject to reasonable management approval. The Zoo cannot use the floating holidays without the permission of the employee.

Any other holidays proclaimed by the President and CEO.

Employee's Birthday (If the employee's birthday falls on one of the above identified holidays, the employee shall be granted and compensated for one additional holiday which shall be the nearest workday to the above-named holiday either before or after that holiday).

Section 15.2 Holidays on Regularly Scheduled Weekends

When a holiday falls on the first day of the employee's regularly scheduled weekend, it shall be celebrated on the previous day; when a holiday falls on the second day of an employee's regularly scheduled weekend, it shall be celebrated on the following day, except at the time of a shift change which necessitates more than a two (2) day weekend, a holiday which falls on either of the first two (2) days shall be celebrated on the next subsequent workday.

Section 15.3 Holiday Pay

For each such holiday not worked, an eligible employee shall receive eight (8) hours pay at his/her regular straight-time hourly rate. For each hour worked on a holiday, an employee shall receive one and one-half (1-1/2) times his/her regular straight-time hourly rate of pay plus the holiday pay for which he/she may otherwise be eligible. If the holiday worked falls on the second day of the employee's regular weekend, he/she shall be compensated at the double-time rate after completion of forty (40) hours worked. At the employee's request, with prior approval of the supervisor, a holiday may be taken on a day other than the actual holiday within that calendar year, and that day shall be computed at the straight-time hourly rate.

Beginning on the first holiday of the calendar year, the opportunity to have the day off shall be offered to the most senior employee within the job classification. If the employee does not accept the day off, the next most senior employee shall be offered the day off until the required number of employees have been selected. If the holiday falls on an employee's regular day off, and it is their turn on the rotation list to be offered the day off, they shall be given a "lay-by." The next opportunity to take a holiday off shall first be offered to employees on the "lay-by" list. The balance of the required workers will be selected from the regular rotation list. If an employee (on either list) declines the day off, or is on vacation, they shall not be put on the "lay-by" list and the most senior employee shall be offered the day off until the required number of employees have been selected.

Section 15.4 Eligibility Requirement

- A. In order to be eligible for holiday pay, the employee must be in paid status the full scheduled working day immediately preceding and immediately following the holiday. The day before refers to the employee's next regularly scheduled workday following the day on which the holiday is celebrated.
- B. An employee whose shift extends from one (1) calendar day into another or who works overtime from one (1) calendar day to another (i.e. from Monday into Tuesday or from the day before a holiday into the holiday) shall be considered as working on the calendar day on which his/her shift started.

Section 15.5 Holiday During Vacation

When a holiday falls within an eligible employee's approved vacation, he/she shall receive an additional day of vacation.

**ARTICLE 16
VACATIONS**

Section 16.1 Vacation Year

The vacation year shall end at the close of business on the last day of the last pay period earned, regardless of when it is paid, that ends in the month of December. After the employee submits form for approval of vacation to the supervisor, employee shall be notified within five (5) days of submission of the form, of approval or denial of vacation request, provided that approval is subject to later correction if the employee has requested vacation days greater than those he/she is entitled to under this Agreement.

Section 16.2 Vacation Schedule

Each full-time employee working a forty (40) hour workweek shall earn vacation in accordance with the schedule below:

VACATION ACCRUAL SCHEDULE

<u>Years of Service</u>	<u>Hours Per Pay Period</u>	<u>Work Days Per Year</u>
6 months but less than 6 years	3.079 Hours	10 Days
6 years but less than 13 years	7.077 Hours	23 Days
13 years but less than 20 years	8.000 Hours	26 Days
20 years but less than 25 years	8.615 Hours	28 Days
25 years or more	9.231 Hours	30 Days

Section 16.3 Maximum Vacation Accrual

Any vacation balance in excess of the amounts listed below shall become void as of the close of business on the last day of the last pay period earned, regardless of when it is paid, in December of each year.

MAXIMUM VACATION ACCRUAL SCHEDULE

<u>Years of Service</u>	<u>Maximum Vacation Balance</u>
6 months but less than 6 years	296 Hours (37 days)
6 years but less than 13 years	408 Hours (51 days)
13 years but less than 20 years	456 Hours (57 days)
20 years but less than 25 years	488 Hours (61 days)
25 years or more	520 Hours (65 days)

Section 16.4 Pay for Vacation Balance

Vacation Leave Reciprocity

1. Each full-time employee has the option of receiving payment in cash for unused vacation leave hours on a 1-hour for 1-hour basis up to a maximum of 80 hours at the end of each twenty-fourth (24th) pay period of each fiscal year, provided such employee was entitled to vacation leave benefits during the previous year and who is otherwise eligible and is in paid status or on authorized leave without pay, at the time of payment.

Section 16.5 Eligibility Requirements

- A. No vacation credit shall be allowed for any employee working a forty (40) hour workweek for any pay period in which such employee is off duty and not in paid status for more than eight (8) hours of regularly scheduled work; except that when an employee is required to report for work and does so report and is denied work because of circumstances beyond his/her control, absence from work for the balance of that workday shall not be construed as unpaid work status for the purpose of this Article.

- B. For the purpose of this Article, Zoo service is defined to be the total of all periods of full-time employment in the service of the Zoo. Any periods of interruption of service (including but not limited to resignation, layoff or discharge for cause) will not be included in computation of Zoo service for the purpose of this Article. The computation of total service will be used only for the purpose of determining the rate which vacation is earned.

Section 16.6 Payment for Unused Vacation Upon Separation of Employment

- A. A permanent full-time employee with more than thirteen (13) pay periods of Zoo service in paid status who is about to be separated from Zoo service through resignation or retirement, and who has unused vacation leave to his/her credit, shall be paid in a lump sum for each hour of unused vacation leave in lieu of granting such employee a vacation leave after his/her last day of active service with the Zoo, provided, however, that such payment shall not exceed two (2) times the maximum number of vacation hours accrued per year based on length of total Zoo service.
- B. When an employee dies while in paid status, or on authorized leave of absence, any unused vacation leave to his/her credit shall be paid to the surviving spouse or to the estate of deceased, any other provisions of the Article notwithstanding.

Section 16.7 Vacation Leaves

Vacations shall be scheduled insofar as practicable at times most desired by each employee with consideration being given to the wishes of the employee in accordance with his/her relative length of service. If the orderly performance of the services provided by the Zoo makes it necessary to limit the number of or prohibit any employees in a particular classification from taking vacation at a particular time the employee with the greater seniority shall be given his/her choice of vacation period. Vacation requests shall not be arbitrarily denied by the Zoo. No vacation leave may be granted to employees with less than thirteen (13) pay periods of vacation accrued.

ARTICLE 17
LEAVES OF ABSENCE

Section 17.1 Family and Medical Leave Act of 1993

Notwithstanding any other provision in this Article or elsewhere in this Agreement, the Parties to this Agreement have all the rights, obligations, and privileges granted by the Family and Medical Leave Act of 1993 (Act), as amended. Except to the extent the Act provides for leave not otherwise described in this Agreement or greater than the leave described in this Agreement, the provisions of the Act are not an addition to the leave rights granted under the terms of this Agreement, and any leave taken pursuant to the Act will be deemed leave taken under any applicable provision of this Agreement.

Section 17.2 Sick Leave

- A. Each full-time employee scheduled to work a forty (40) hour work week during thirteen (13) or more pay periods per year shall accrue sick leave with pay for 2.85 hours of each completed two (2) week pay period; provided however, that no sick leave accrual shall be allowed for any period in which an employee is off duty and not in paid status for more than eight (8) hours of regularly scheduled work. When an employee is required to report for work and does so report and is denied work because of circumstances beyond his/her control, absence from work for the balance of that day shall not be construed as unpaid work status for the purposes of this Article.
- B. Sick leave with pay shall be cumulative from year to year to a maximum of seventy (70) days.
- C. All previously accumulated sick leave credited to an employee prior to the effective date of this Agreement shall remain available to such employees for purposes described in this Article, but shall be reduced first, as said employees use sick leave time.
- D. The seventy (70) days accumulation limit created by this contract shall accumulate without reduction until such time as an employee has consumed the reserve of sick leave time he carried prior to the effective date of this Agreement.
- E. Sick leave with pay shall be granted by the Zoo only for the following reasons:
 - 1. Sickness of the employee and/or of his/her immediate family as defined in Section L below;
 - 2. Injury to the employee himself/herself and/or a member of his/her immediate family except where such injury is incurred in the performance of employment other than his/her employment with the Zoo;

3. Physical, dental or mental consultation or treatment of the employee or employee's family by professional medical or dental personnel;
 4. Quarantine because of contagious disease. The President and CEO or his/her designee shall require a certificate of the attending physician before paying any employee under this Paragraph.
 5. Any employee scheduled to work on a holiday as designated in Article XII of this Agreement who reports off work sick shall be charged eight (8) hours of sick leave for the holiday. When an employee is absent because of illness on the workday before or the workday after a holiday falls, and the holiday is celebrated on a regularly scheduled workday, he/she shall be charged for eight (8) hours sick leave for the holiday. The day before refers to the employee's last regularly scheduled workday preceding the day on which the holiday is scheduled. The day after refers to the employee's next regularly scheduled workday following the day on which the holiday is celebrated. No charge will be made under this Paragraph for sick leave on a holiday when the absence is due to death in the immediate family or when the employee has been on sick leave as a result of an extended illness. For purposes of this Paragraph, extended illness is defined to be three (3) or more consecutive workdays, including the day on which the holiday is celebrated.
 6. In the event an employee who has been granted wage continuation uses up all his/her wage continuation and is still unable to return to active duty, he/she may, with the approval of the President and CEO, use any unused sick leave, compensatory time or vacation time to which he/she is otherwise entitled.
- F. Beginning with the seventh (7th) time and each time thereafter, an employee working a forty (40) hour workweek is granted sick leave with pay in any calendar year, the first two (2) workdays of each such leave shall be without pay, except as follows:
1. Such absence may, with the approval of the President and CEO or his/her designee be charged to compensatory time or to vacation time.
 2. Intermittent periods of sick leave for the same illness or injury, certified by the President and CEO or his/her designee as necessary, shall be counted as one (1) time if they occur during a period not to exceed thirty (30) calendar days from the date the member returns to work.
 3. Sickness in the immediate family as defined in Section 17.L. below shall not be counted as a time applicable to the "seventh time" provision of Section (c). However, such use of sick leave shall be charged against the employee's sick leave account for the number of hours taken.

- G. The President and CEO may require evidence as to the adequacy of the reason for any employee's absence during the time for which sick leave is requested. Whenever an employee is absent for more than three (3) consecutive work days, a statement from a licensed physician may be required as a condition of the payment of sick leave. For the purpose of this Section, evidence as to the adequacy of the reason for an employee's absence (both for illness of the member or his/her immediate family) will be defined as a certificate from a licensed care provider indicating that the absence was required; provided, however, that falsification of either a written, signed statement or a care provider's certificate shall be grounds for disciplinary action including dismissal.
- H. Sick leave with pay shall be charged at the rate of one (1) workday for each eight (8) to ten (10) hours of regularly scheduled work from which an employee is absent when sick leave is chargeable to such absence under the provisions of this Article.
- I. An employee who is about to be separated from Zoo service through resignation, retirement or layoff may elect to receive pay for accumulated sick leave or to transfer said sick leave to another governmental unit provided such election is made within a period of not more than one (1) year. If an employee elects to receive a lump-sum payment, said payment shall be computed as follows:
1. One (1) hour pay for each three (3) hours of unused sick leave to his/her credit for all accruals up to and including twenty-four hundred (2400) hours.
 2. One (1) hour of pay for each hour of unused sick leave to his/her credit for all accruals in excess of twenty-four hundred (2400) hours.
 3. Notwithstanding the provisions of Paragraph 1 above, no payment of any unused sick leave upon separation shall be made to any employee with less than one hundred and ninety-two (192) hours of accrued sick leave credit. Provided, however, that an employee who is temporarily laid off for thirty-five (35) calendar days or less and who has less than one hundred and ninety-two (192) hours of accrued sick leave at the time of lay off, shall be credited at the time of rehire with the actual number of sick leave hours accrued prior to the temporary layoff of thirty-five (35) calendar days or less.
 4. When an employee dies while in paid status, any accrued sick leave to his/her credit shall be paid to the surviving spouse or to the estate of the deceased, Paragraph 3 of this Section notwithstanding. Such payment shall be computed as specified in Paragraph 1 and 2, above.

J. Sick Leave Reciprocity

1. **Entitlement:** Each full-time employee has the option of receiving payment in cash for unused sick leave hours at the end of each twenty-fourth (24th) pay period of each fiscal year, provided such employee was entitled to sick leave benefits during the previous year and who is otherwise eligible and is in paid status or on authorized leave without pay, based on the following calculation table:

CASH BENEFIT CALCULATION TABLE

Hours of Sick Leave Taken Cash Benefit Hours Allowed

0 - 8	48
9 - 16	40
17 - 24	32
25 - 32	24
33 - 40	16
Greater than 40	0

Any disallowance of sick leave credit by the President and CEO as provided for in Paragraph 1 of Section I will be considered as hours of sick leave taken during the year for the purpose of computing paid sick leave hours.

2. **Procedures:** Each full-time employee shall notify the President and CEO by the end of the second pay period of each fiscal year on a form to be provided by the Zoo if the employee wishes to participate in the Plan. The payment will be at the employee's hourly rate in effect as of the end of the twenty-fourth (24th) pay period of the fiscal year of payment. The period to be utilized in calculating sick leave reciprocity benefits shall be the twenty-six (26) pay periods beginning with the first day of the twenty-fifth (25th) pay period of the previous calendar year and ending with the last day of the twenty-fourth (24th) pay period of each fiscal year upon the written notification to the President and CEO.
3. **Effect on Unused Sick Leave:** The number of reciprocity hours paid each employee will be subtracted from his/her total accrued unused sick leave. The remainder of his/her unused sick leave will be carried forward each year.

4. An employee with more than twenty-four hundred (2400) accrued sick leave hours as of the last day of the twenty-fourth (24th) pay period of each fiscal year may choose to be paid for all hours accrued in excess of twenty-four hundred (2400) hours at the employee's pay rate in effect at the end of the twenty-fourth (24th) pay period for each fiscal year. No partial payment of the excess over twenty-four hundred (2400) hours shall be allowed for any fiscal year the employee must make a selection to receive such payment within the time period provided under the provisions of Paragraph 2 of this Section.
5. An employee who is eligible to participate in the provisions of this Section is limited to and must elect only one of the following options:
 - a. Not to participate in any of the provisions;
 - b. To participate solely in the provisions of Paragraphs 1, 2 and 3 of this Section and;
 - c. To participate solely in the provisions of Paragraph 4 of this Section.
- K. Eligibility for accrual of sick leave with pay shall begin upon completion of the first full pay period. No unearned sick leave may be granted to any employee. No sick leave with pay may be allowed for less than one-tenth (1/10) of one hour.
- L. **Definition of Immediate Family:** Employee's or spouse's mother, father, brother, sister, child, stepchild, grandchild, grandparent, or spouse of employee including domestic partner. Domestic partner is defined as "a legal or personal relationship between two individuals who each serve the role of sole spouse in the other's life."

Section 17.3 Funeral Leave

- A. In the event of the death of an immediate family member (i.e. employee's or spouse's mother, father, brother, sister, step child, grandchild, grandparent, or biological parent of an employee or person who stand in loco parentis to employee, the employee shall be entitled to three (3) consecutive working days, time off with pay, for participation in such memorial services within the boundaries of the State of Ohio.
- B. In the event of the death of an immediate family member, and such memorial services are outside the boundaries of the State of Ohio, employees shall be entitled to five (5) consecutive working days, time off with pay.
- C. Additional leave may be granted and deducted from sick leave, vacation, compensatory time or be leave without pay at the option of the employee upon prior approval of the President and CEO.

- D. In the event of the death of a child, spouse or domestic partner as defined in Section 17.2(L) the employee shall be entitled to five (5) consecutive days, time off with pay for participation in such memorial services within the boundaries of the State of Ohio.

Section 17.4 Military Leave

At a minimum, the Zoo will follow state and federal law.

Section 17.5 Jury Duty Leave

- A. A Zoo employee serving upon a jury or as a witness, under subpoena, in any court of record of the State of Ohio shall be paid his/her regular salary for the period of time so served. The employee shall submit any compensation received from the court to the Zoo upon his/her return to work. Time so served upon a jury or as a witness shall be deemed active service with the Zoo for all purposes.
- B. When a Zoo employee receives notice for jury or to serve as a witness in any court of record of the State of Ohio, he/she shall present such notice to his/her immediate supervisor; and a copy will be made of the notice and filed and recorded in the employee's personnel file.
- C. When notified by the court to report for jury duty or to serve as a witness on a certain day, a time report shall be completed and signed by the assignment commissioner or appropriate court official for each day during jury or witness service setting forth the time of arrival and departure from the court. Such record shall be presented by the employee to his/her supervisor upon return to work.
- D. When released by the court from jury or witness service and release is more than four (4) hours prior to the end of his/her regular shift, the employee shall be required to report for work assignment within a reasonable period of time after release. The supervisor in each individual case shall determine that time.
- E. Payment received for jury or witness duty not involving the regular work hours of the employee shall not be required to be deposited with the Zoo.

Section 17.6 Work-Related Injuries

- A. Zoo employees shall accept wage continuation in lieu of temporary total compensation from the Bureau of Workers' Compensation (BWC) for up to a maximum of sixty (60) working days per allowed injury for on-the-job injuries. Wage continuation will be paid beginning with the first day of injury. Wage continuation may be extended beyond sixty (60) work days at the sole discretion of the Zoo.
- B. Wage continuation benefits are available only to employees who have applied for Workers' Compensation benefits and are paid to the employee only after the Zoo has received a BWC order stating that the claim has been allowed. If the Bureau of Workers' Compensation or Industrial Commission denies the claim, then the employee is not eligible for wage continuation benefits from the Zoo. Wage continuation will not be paid for disputed claims.
- C. Wage continuation shall be granted only for injuries determined by an attending licensed physician, within two (2) workdays of the date of injury, to be work-related and preventing the employee from performing any of his/her assigned work. The employee will immediately submit all required medical documentation to the President and CEO or his/her designee following each accident on the date of injury but in no event more than 48 hours after treatment.
- D. The President and CEO or his/her designee will not grant wage continuation until such time as written authorization from the physician has been received. This authorization will indicate the estimated length of leave as determined by the physician. No employee will be returned to duty without written approval from his/her physician. If in the judgment of the attending physician the injury is such that the employee is capable of performing regular duties during the convalescence period, this judgment shall be reported to the President and CEO or his/her designee, in writing, and the President and CEO shall deny wage continuation.
- E. An employee who experiences a work related injury which results in work restrictions will participate in the Zoo's Transitional Work Program when the physician of record determines the injured worker to be medically stable and if the Zoo is able to accommodate the worker's restrictions.
- F. Pending a BWC order allowing the claim, an employee applying for wage continuation may be carried on personal sick leave with pay, which shall be restored to the employee's credit upon approval of the claim. If approval is denied, sick leave up to the amount of accumulated leave credited to the employee will be charged for the time used. Time used for medical examination and/or treatment resulting from an allowed claim will be charged as wage continuation. Accrual of employee benefits, excluding sick leave, will continue uninterrupted during the time the employee is receiving wage continuation. The Zoo shall maintain applicable insurance benefits for the employee who is receiving wage continuation until such time the employee returns to work or terminates employment.

Section 17.7 Emergency Leave

- A. Employees shall be entitled to compensation as emergency leave for those time intervals associated with a Zoo emergency whether because of weather or otherwise, where:
1. Employees are instructed by the President and CEO to vacate the Zoo premises;
 2. Employees are directed by the President and CEO not to report to work; or
 3. The Zoo is closed.

Section 17.8 Leave Without Pay

- A. **Personal Leaves of Absence:** Employees who have completed their probationary period may be granted personal leave of absence without pay, for good cause shown, upon approval by the President and CEO or his/her designee. Other employment is not grounds for such leave. Such leave may not exceed sixty (60) days; however, extensions may be granted under the provisions of the Zoo's Employee Handbook if such need arises.

When an employee requests leave, provided that it is for the purpose of transacting personal business which cannot be transacted outside of work hours or for emergencies beyond the employee's control, including but not limited to travel difficulties, attendance at funerals not provided for under any other policy, or for illness beyond the number of days of accumulated sick leave, the leave shall be granted, limited to three (3) days. Such a leave may be granted without pay for educational purposes upon approval by the President and CEO or his/her designee. An educational leave shall be initially limited to sixty (60) days with an extension of up to one (1) year, provided such further educational pursuits are deemed by the President and CEO or his/her designee to be related to the operation of the Zoo.

Personal leaves shall not be deducted from the number of vacation or sick leave days accumulated by the employee.

- B. **Union Leave:** Leaves of absence without pay may be granted, to the extent that there is not interference with the Zoo operations, to employees who are selected, delegated or appointed to attend conventions or educational conferences with the Union, for a maximum of one hundred thirty-six (136) hours for the bargaining unit per fiscal year. Any request for such leave shall be submitted by the Union to the employee's immediate supervisor and shall be answered in writing no later than ten (10) working days following the request.

ARTICLE 18
EDUCATION BENEFITS

Section 18.1 Tuition Reimbursement

Upon prior approval of the President and CEO, an employee shall be reimbursed for tuition fees and/or expenses for an approved course or seminar, or any school, conference, work shop or dues to professional organizations which is/are related to his/her job to the maximum of \$750 per year, provided however that should such employee not continue employment with the Zoo for two (2) years subsequent to such course, seminar, school, conference or work shop, said employee shall reimburse 50% of the sum paid by the Zoo.

Section 18.2 In-Service Training

At the discretion of the President and CEO, continuing education will be provided for the purpose of improving the skills of Zoo employees by means of an in-service training program. As early as possible, the Zoo shall notify the Union of all planned in-service training programs to be conducted and the Union may, from time to time, inquire of the Zoo concerning the schedule of such programs:

**ARTICLE 19
GENERAL PROVISIONS**

Section 19.1 Gender

Wherever the male gender is used in this Agreement it shall be construed to include male and female employees.

Section 19.2 Uniforms

- A. The Zoo shall provide uniforms to employees who are required by the President and CEO to wear them. Uniforms legitimately damaged during work-related activities will be replaced in-kind by the Zoo. The normal maintenance of the uniform in a satisfactory manner shall be the responsibility of the employee.
- B. Upon separation from employment for any reason, employees shall return all uniforms furnished by the Zoo prior to receiving their final paychecks.
- C. For those employees whose job responsibilities necessarily subject them to substantial exposure to inclement weather conditions, the Zoo shall provide such foul weather gear as deemed appropriate and necessary by the President and CEO or his designee.

Section 19.3 Rest Periods

- A. All employees' work schedules shall provide for a fifteen (15) minute rest period during each half shift.
- B. Employees who for any reason work beyond their regular quitting time shall receive a fifteen (15) minute rest before they start to work on the next shift. In addition, they shall be granted the regular rest periods that occur during the shift except where current work projects make such specific time periods impractical, in which case break shall be taken as soon thereafter as reasonable.

Section 19.4 Lunch Periods

All employees shall be granted a lunch period during each shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

Section 19.5 Zoo Membership

The Zoo shall provide for a family membership or individual membership, whichever is appropriate for the status of the employee. Such membership shall be at no cost to the employee.

Section 19.6 Pay Periods

All employees of the Zoo whose salaries are provided for in the Zoo Salary Plan shall be paid on a bi-weekly basis.

Section 19.7 Mileage Allowance

- A. Any Zoo employee who uses their personally-owned vehicle for transportation on authorized Zoo business in and out of the City of Columbus, shall be reimbursed for such travel at the IRS rate per mile, for mileage actually traveled on Zoo Business, provided written approval has been granted by the President and CEO for both the travel and use of private or a personally-owned vehicle. A certificate of a valid liability insurance or bond covering both the employee and vehicle used is to be on file with the President and CEO prior to the granting of approval for such travel.
- B. Employees who, on a regularly scheduled basis, are required to report to a job site away from the Zoo are entitled to reimbursement for mileage over and above that normally traveled between residence of record and the Zoo to and from job assignments. No allowance is payable from the employee's home to or from the Zoo.
- C. The reimbursement rate for mileage will be reviewed in conjunction with and at the same time all other economic items are reviewed in accordance with this Agreement.

Section 19.8 Maintenance of Standards

The Zoo agrees that, barring any unusual or extraordinary circumstances, that all conditions of employment in each individual operation relating to hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement. Any term and/or condition of employment not specifically established or modified by this Agreement shall remain within the discretion of the Administration to modify, establish or eliminate.

Section 19.9 Rules and Regulations

Upon written request by the Union, the Zoo agrees to meet at a mutually agreeable time and place with the Union to discuss the application or modification of new or existing rules and regulations. The Zoo agrees that an allegation of arbitrary, capricious discriminatory application of its rules and regulations shall be subject to the grievance procedure.

**ARTICLE 20
BULLETIN BOARD**

Section 20.1 Bulletin Board

The Zoo agrees to furnish and maintain a suitable bulletin board in a convenient place to be used by the Union for official Union business. A copy of all posted material shall be provided to the President and CEO and signed by the appropriate Union officer. Notices of announcements shall not contain anything reflecting upon the Zoo or any of its employees. The President and CEO and the Union President shall be responsible for dealing with violations of this Section.

**ARTICLE 21
NO STRIKE, NO LOCKOUT**

Section 21.1 No Strike

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the Zoo, regardless of the reason for doing so. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Zoo.

Section 21.2 No Lockout

The employer will not lockout any employee during the term of this Agreement as a result of a labor dispute with the Union.

**ARTICLE 22
ENTIRE AGREEMENT**

Section 22.1 Entire 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 agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Zoo and the Union, for the duration 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 any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters 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. There shall be no agreements verbal or written other than this one between bargaining unit employees and the Zoo. Any such agreement or contract shall be rendered null and void.

Section 22.2 Printing of Agreement

It shall be the responsibility of the Zoo to print the full text of this Agreement in spiral bound form in sufficient quantity to satisfy the reasonable needs of the Zoo and the Union and to provide such copies within six (6) weeks of ratification.

**ARTICLE 23
TERMINATION**

Section 23.1 Termination

This Agreement shall be effective as of the first day of January, 2012, and shall remain in full force and effect until the 31st day of December, 2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the appropriate anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the appropriate anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination which shall not be before the appropriate anniversary date set forth in the preceding paragraph.

**ARTICLE 24
SAFETY COMMITTEE**

Section 24.1 Safety Committee

The Zoo and the Union recognize the continued work of the Safety Committee in its role of maintaining and improving the work-related health and safety of employees. The Safety Committee shall meet every other month, unless the Chairperson of the Safety Committee and the Union president agree that there are no issues to be discussed in a particular month. At the discretion of the Union, there may be a standing Union officer on the safety committee who shall be selected by the Union president. The Committee will also continue to have representation from Security, Loss Prevention, Human Resources, Animal Regions and any other representation, such as docents, insurance representatives, or fire departments, as the Chairperson deems appropriate. The Safety Committee shall be the appropriate forum for discussing and working to resolve any safety concerns and for recommending personal protective gear for employees and recommending methods of implementation of safety standards and practices.

**ARTICLE 25
LABOR MANAGEMENT**

Section 25.1 Labor Management

Without limiting in any way the Zoo's management rights, the Zoo and Local 2950 shall participate in a Labor-Management Committee to provide a forum for management- employee exchange of information and concerns regarding issues related to the operation of the Zoo.

The Labor-Management Committee shall consist of 3 representatives from management and 3 representatives from the union. Meetings shall be quarterly unless otherwise agreed. Meeting agendas shall be mutually agreed upon by management and the union.

**APPENDIX A
WAGE SCHEDULE**

	<u>2012</u>	<u>2013</u>	<u>2014</u>
Animal Nutrition Assistant #1	15.43	15.89	16.37
Animal Nutrition Assistant #2	16.76	17.26	17.78
Animal Nutrition Assistant #3	17.41	17.93	18.47
Animal Nutrition Assistant #4	19.50	20.09	20.69
Browse Horticulturist 1	18.08	18.62	19.18
Browse Horticulturist 2	20.62	21.24	21.88
Browse Horticulturist 3	22.09	22.75	23.43
Browse Horticulturist 4	22.79	23.47	24.17
Custodian #1	15.72	16.19	16.68
Custodian #2	18.32	18.87	19.44
Custodian #3	19.56	20.15	20.75
Fleet Mechanic	24.27	25.00	25.75
Grounds Maintenance Foreman	23.83	24.54	25.28
Grounds Maintenance Worker #1	16.47	16.96	17.47
Grounds Maintenance Worker #2	19.08	19.65	20.24
Grounds Maintenance Worker #3	20.38	20.99	21.62
Grounds Maintenance Worker #4	21.21	21.85	22.51
Head Custodian	20.70	21.32	21.96
Head Zookeeper	23.91	24.63	25.37
Heating/Air Mechanic	24.27	25.00	25.75
Landscape Maintenance Foreman	23.83	24.54	25.28
LSS& Water Quality Keeper #1	18.08	18.62	19.18
LSS & Water Quality Keeper #2	20.62	21.24	21.88
LSS & Water Quality Keeper #3	22.09	22.75	23.43

	<u>2012</u>	<u>2013</u>	<u>2014</u>
LSS & Water Quality Keeper #4	23.20	23.90	24.62
Maintenance #1	18.08	18.62	19.18
Maintenance #2	20.62	21.24	21.88
Maintenance #3	22.09	22.75	23.43
Maintenance #4	23.20	23.90	24.62
Maintenance Carpenter	24.27	25.00	25.75
Maintenance Electrician	24.27	25.00	25.75
Maintenance Foreman	25.10	25.85	26.63
Maintenance Plumber	24.27	25.00	25.75
Refuse Collector/Packer Operator	22.51	23.19	23.89
Warehouse Worker #1	15.43	15.89	16.37
Warehouse Worker #2	16.76	17.26	17.78
Warehouse Worker #3	17.41	17.93	18.47
Zookeeper #1	18.08	18.62	19.18
Zookeeper #2	20.62	21.24	21.88
Zookeeper #3	22.09	22.75	23.43
Zookeeper #4	22.79	23.47	24.17

Any classification listed in Appendix A may or may not be filled at the sole discretion of the Columbus Zoo.

**APPENDIX B
DEFINITIONS**

Full-Time Employee - Any employee whose normal work week consists of at least forty (40) hours or more and who has satisfactorily completed his/her probationary period.

Seasonal Employee - Any employee that has a predetermined commencement and termination date, normally employed between the period of March 15 and October 31 or November 1 and January 15.

Temporary Employee - Any employee employed from time to time on a casual basis, i.e. to replace a full-time employee who is off on an extended leave of absence or for specific projects or duties beyond the normal daily operations of the Zoo.

Part-Time Employee - Any employee who works thirty (30) hours or less per week. Part-Time Employees are not permitted to work beyond thirty (30) hours per week and no more than five (5) Part-Time Employees shall be hired to do any work traditionally done by bargaining unit employees.

APPENDIX C
MEMORANDUM OF UNDERSTANDING

The parties agree to the contracting of services by the Zoo in accordance with the following stipulation: Notwithstanding any provision of the Management Rights Clause, it is understood that there shall not be any displacement or reduction of normal hours of any current, full-time bargaining unit or non-bargaining unit employee as a result of management exercising their right to contract for services.

APPENDIX D
MEMORANDUM OF UNDERSTANDING

Drug and Alcohol Testing Program

In the interest of maintaining a safe and productive working environment, protecting the public health, safety, and welfare of our guests, upholding the Zoo's reputation and image, it is agreed that employee drug and alcohol testing will be addressed in this agreement. In order to accomplish the aforementioned, the Zoo will adopt the current Ohio Bureau of Workers' Compensation (BWC) Drug-Free Workplace Program, including any subsequent revisions made by BWC.

The Zoo's Drug and Alcohol Testing Program will have five basic components: (1) a written substance use policy; (2) employee education; (3) supervisory training; (4) drug and alcohol testing; and (5) an employee assistance program. Drug and alcohol testing will cover: (1) pre-employment; (2) reasonable suspicion; (3) post-accident; (4) random; and follow-up to assessment and/or treatment.

The Zoo shall work with a Drug Free Workplace Program developer for the initial design, implementation and training requirements under the program. The initial program shall be developed through the current Safety Committee. For Safety Committee discussions regarding this policy only, one additional Union representative, appointed by the Union President, may participate in the discussions provided that no more than a total of two Union representatives participate in the discussions. Initial program will be rolled out during the term of this contract. After the initial program is rolled out, the Human Resources Department and the Security Department will coordinate the ongoing program needs.

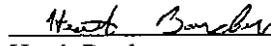
Failure to meet the pre-employment criteria for the Drug and Alcohol Testing Program will result in either not being offered employment or immediate employment termination pursuant to Section 9.2 (Probationary Period). Non-probationary employees who fail to comply with the Drug and Alcohol Testing Program may be subject to disciplinary action up to and including employment termination. If, however, the employee involved chooses to undergo rehabilitation, the discipline for the policy violation will be held in abeyance unless and until the employee has another violation of this policy at which time the discipline held in abeyance will be administered according to the terms of any last chance agreement pertaining to that employee. In the event an employee violates the Drug Free Workplace policy and causes, in the Zoo's opinion, serious injury or death to another person, the employee may be immediately terminated.

This Agreement entered into the 20 day of March, 2012.

Representing AFSCME AFL-CIO, Local 2950



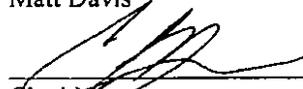
Steve Duke



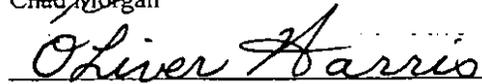
Heath Borders



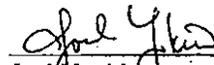
Matt Davis



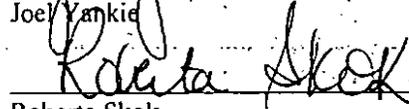
Chad Morgan



Oliver Harris

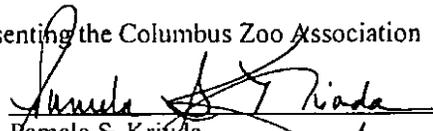


Joel Yankie

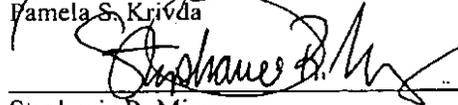


Roberta Skok,
Council 8 AFSCME AFL-CIO

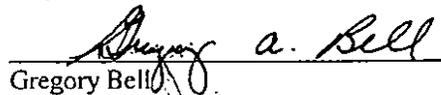
Representing the Columbus Zoo Association



Pamela S. Krivda



Stephanie R. Mizer



Gregory Bell