

Memorandum of Agreement
By and Between
Woodland Park Zoo
And
Woodland Park Zoo Joint Crafts Council

The purpose of this Memorandum of Agreement ("MOA") is to memorialize an agreement between the Woodland Park Zoo ("Zoo" or "Employer") and the Woodland Park Zoo Joint Crafts Council ("Council" or "Union"). This Agreement is intended to amend the 2008-2010 Collective Bargaining Agreement ("CBA") from May 1, 2009 through December 31, 2009, between the Zoo and the Council for the effective period and relate to the matters specified herein. Except as amended by this MOA, the CBA and all Zoo and department policies, procedures and practices shall remain in full force and effect.

WHEREAS the Zoo is experiencing a significant financial shortfall in 2009;

WHEREAS, without relief, the Zoo will eliminate a number of positions, effective May 1, 2009;

WHEREAS the Council is entering into this Agreement with the Zoo in order to assist the Zoo with its financial shortfall and to preserve employees' wage increases and to reduce the number of layoffs necessary during 2009;

NOW THEREFORE, the Zoo and the Council agree as follows:

Employees Shall Take Two (2) Furlough Days:

1. Employees that regularly work forty (40) hours a week will take two (2) furlough days (sixteen [16] hours) off, selected by mutual agreement between the employee and Employer, between May 1, 2009 and December 31, 2009, unpaid. To maximize the budgetary recovery, every effort will be made to schedule and complete the furlough time off by July 31, 2009. Employees who regularly work less than forty (40) hours in a week will be furloughed on a pro-rated basis.
2. Furlough may be taken by employees in not less than one (1) workday increment, subject to authorization and scheduling requirements set forth below. Employees may take both furlough days off consecutively, if mutually agreed to between the employee and Employer.
3. Supervisors, by departments, will schedule furlough as equitably as possible, based upon department work schedules and personnel needs. Supervisors will work with their employees to schedule their furlough in advance of taking such time off.

Scheduling of furloughs shall be subject to management approval to ensure that there will be no increase in overtime and no additional cost to the Zoo.

4. Employees may not perform work while on a furlough day or work additional hours during the workweek of the furlough to make up for the mandated furlough.

5. Medical, dental and all other insurance benefits will be unaffected by the furlough leave.

6. A furlough day will not count as a break in service and shall not affect seniority. Probationary periods will not be impacted in that the furlough will not add to the length of probation.

7. The applicable Union and departmental management will meet to discuss any other issues related to the implementation of the furlough days, with the goal that all employees will serve equitable mandated leaves. Discussions may include recommendations on how to implement the furloughs for employees on alternative work schedules or part-time employees.

Vacation Carry-Over Shall Be Reduced:

8. For 2009, the maximum carry-over of accrued vacation into 2010 shall be reduced from two hundred forty (240) hours to two hundred (200) hours. Those employees that have accrued in excess of two hundred (200) hours shall use the excess vacation before December 31, 2009.

9. Employees shall submit their vacation requests to their supervisors as far in advance as possible for scheduling to cause the least disruption to operational needs. The Employer will instruct supervisors to make every effort to accommodate the extra time off before the end of the year. In lieu of taking the vacation time off, those employees that have in excess of two hundred (200) hours may choose to have the time deducted from their accrual banks. Employees who do not use their excess vacation by the end of 2009 will lose their accruals above the two hundred (200) hour maximum.

Employer IRS 403(b) Matching Contributions Shall Be Reduced:

10. Beginning with the May 7, 2009 paycheck, the Employer shall reduce its matching contributions to employees IRS 403(b) Retirement Plans from the current maximum of a one hundred percent (100%) match up to six percent (6%) of individual employee wages to a maximum of a twenty percent (20%) match up to six percent (6%) of individual employee wages for the balance of 2009.


General Provisions:

11. It is expressly understood and agreed by the Zoo and the Council that this MOA does not add to, subtract from, or in any way alter or relinquish their respective legal rights and/or obligations in regards to the implementation of furlough leave. The Zoo and the Council enter into this Agreement, including the agreement on the use of furlough leave, to expedite the implementation of needed economic adjustments to meet the Zoo's emergency budgetary shortfall.

12. To the extent this Agreement conflicts with any provisions of Collective Bargaining Agreements or any Zoo procedures or guidelines, this Agreement controls.

13. The provisions of this MOA shall become null and void, and the schedule of reductions set forth herein shall be fully reversed, effective with the January 7, 2010 paycheck. Additionally, all other provisions, including but not limited to the general wage increase of one point five percent (1.5%), of the Collective Bargaining Agreement shall take effect as stated therein.

WOODLAND PARK ZOO



DEBORAH B. JENSEN
President and CEO

4/30/09

Date

**WOODLAND PARK ZOO
JOINT CRAFTS COUNCIL**



GREGORY L. SLAUGHTER
Co-Chair

4/30/09

Date

**WOODLAND PARK ZOO
JOINT CRAFTS COUNCIL**



JOHN L. MASTERJOHN
Co-Chair

5/6/09

Date