

A G R E E M E N T

This Agreement, made and entered into, by and between the ZOOLOGICAL SOCIETY OF SAN DIEGO, California, party of the first part, hereinafter referred to as the EMPLOYER, and the CHAUFFEURS, GARAGE AND AUTOMOTIVE EMPLOYEES, Local No. 481, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, hereinafter referred to as the UNION, shall apply to all employees that are covered by the classifications listed below and set forth in the schedule of wages.

SECTION 1 -- CLASSIFICATIONS

Children's Zoo Attendants	Public Service
Custodians	Maintenance
Driver Guides	Truck Drivers
Keepers	Warehousemen

SECTION 2 -- RECOGNITION OF THE UNION

(a) - Union Recognition: It is agreed that the signing of this Agreement shall constitute a recognition of the Union, and it is further agreed that no member shall be discharged for activity in representing the Union.

(b) - Union Security: All employees covered by this Agreement shall become members of the Union within thirty-one (31) days from the effective date of this Agreement or within thirty-one days from the date of employment, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment. Only those employees in the job classifications as set forth in Section 1 shall be covered by this Agreement. For the purpose of this Section, "members in good standing" shall be defined to mean employee members of the Union who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

(c) - Hiring of Employees: When new or additional employees are required, the Employer shall, after hiring an employee covered by this Agreement, and before such employee goes to work, direct such employee to the office of the Union. The Employer shall give the employee a registration form setting forth his date of hire, his classification, and his rate of pay. The employee shall tender such form to the Union. The Union, shall then fill out the form indicating clearly that the new employee is being hired "On trial for thirty-one (31) days." One copy of the form shall be marked "Employer Copy" and one marked "Union Copy."

In the hiring of new employees, the Employer agrees to notify the Union of the number of employees required and the qualifications desired. The Union shall thereupon, within twenty-four (24) hours, present applicants possessing the qualifications desired by the Employer. In hiring employees the Employer agrees to consider Union members together with other applicants, and further agrees not to discriminate against Union members presented.

SECTION 3 -- HOURS OF WORK

Five (5) consecutive days of eight (8) hours each shall constitute a regular week's work of straight time. All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime and shall be paid for at one and one-half ($1\frac{1}{2}$) times the regular rate of pay. All overtime must be authorized by the appropriate supervisor.

SECTION 4 -- HOLIDAYS

(a) The following days will be classified as holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, Employee's Birthday.

(b) All full time employees covered by this Agreement shall receive eight (8) hours pay at their regular straight time hourly rate for the holidays in paragraph (a) above when not worked, provided they shall have been in the employment of the Employer for a period of thirty (30) calendar days prior to the holiday, and shall have worked the last scheduled work day prior to and the next scheduled work day after such holiday.

(c) Full time employees working on any of the above named holidays shall receive in addition to their holiday pay their regular rate of pay for all work performed. Should a holiday fall during the employee's vacation he shall receive an extra day of vacation.

SECTION 5 -- VACATIONS

(a) Full time employees who have completed one (1) year of continuous satisfactory employment with the Employer shall be entitled to ten (10) working days vacation with pay. After twelve (12) years of continuous satisfactory service full time employees shall be entitled to fifteen (15) working days vacation with pay. After fifteen (15) years of continuous satisfactory service full time employees shall be entitled to twenty (20) working days vacation with pay.

(b) Vacation time is not accumulative. Vacations will be scheduled to the maximum extent practicable on a seniority basis. The Employer will attempt to arrange vacations to coincide with the convenience of the employees but final determination as to the time of vacations shall be made by the Employer.

(c) Effective July 1, 1964: Full time employees who have completed one (1) year of continuous satisfactory employment with the Employer shall be entitled to ten (10) working days vacation with pay. Full time employees who have completed ten (10) years of satisfactory service with the Employer shall be entitled to fifteen (15) working days vacation with pay. After fifteen (15) years of continuous satisfactory service, full time employees shall be entitled to twenty (20) working days vacation with pay.

SECTION 6 -- SICK LEAVE

(a) Full time employees who have completed ninety (90) calendar days employment with the Employer will be allowed sick leave with pay not to exceed five (5) working days during the calendar year. Unused sick leave may accumulate to a maximum of thirty (30) working days. The Employer may at his option, verify all absenteeism and may require a medical certificate. Pay for sick leave shall be on the basis of regular time and shall not be considered as time worked for the purpose of computing overtime.

(b) At the option of the employee, sick leave shall not be deducted from his accumulated sick leave when that employee is hurt on the job.

SECTION 7 -- SENIORITY

The Employer agrees that the principle of seniority shall prevail in the layoff, recall, rehire, promotion and transfer of employees in the bargaining unit provided that the factors of skill knowledge and ability to perform the required task are relatively equal.

SECTION 8 -- UNIFORMS

(a) In order to maintain a neat and attractive appearance, employees are required to wear uniform types of clothing as prescribed by their supervisors. The Employer agrees to pay the cost of laundering and furnishing these uniforms.

(b) Foul weather gear shall be supplied by the Employer for employees who must work in inclement weather.

SECTION 9 -- REPORTING PAY

All employees including casual or part time employees ordered to report and working less than four (4) hours shall receive four (4) hours pay.

SECTION 11 -- DEFINITION OF FULL TIME EMPLOYEES

For the purposes of this Agreement a full time employee shall be defined as one who is hired to work on a regular full time basis throughout the year.

SECTION 10 -- NIGHT BONUS

All employees working at the Zoo shall receive a bonus of ten cents (10¢) per hour for all hours worked after 6:00 P.M.

SECTION 12 -- MAINTENANCE OF PRIVILEGES

(a) It is agreed that privileges enjoyed by the employees at the date of execution of this Agreement will not be denied to them because of the signing of this Agreement. Such privileges will continue during the term of this Agreement. It is specifically understood that this section applies to an Employer pension plan in addition to the benefits outlined in the employee manual.

(b) No supervisor is to regularly perform any work which is done by employees covered by this Agreement.

(c) The probationary period for a new employee shall not exceed thirty-one (31) days. (Except as provided in paragraph "f").

(d) All maintenance and laborer process employees shall have a five (5) minute clean-up period just prior to the end of their shift.

(e) The Employer agrees to establish and maintain a Health and Welfare Plan for each regular full time employee at a cost which shall not exceed \$17.33 per month per employee for the duration of this contract. It is understood that employees who elect to cover their dependants under this Health and Welfare Plan shall pay the entire cost of such dependant coverage.

(f) The keeper trainee period shall be six (6) months. All keeper trainees shall be on a six (6) month probationary period.

(g) When any employee suffers an illness or goes on vacation, a temporary replacement, when necessary, shall work in his place.

(h) If the regularly scheduled pay day falls on the employee's scheduled day off, his pay check may be picked up after 10:00 A.M.

(i) The Employer will give the Union a copy of all written reprimands which are issued to employees.

(j) All Senior Lead personnel in Public Service shall receive equal pay.

(k) The Shop Stewards shall be allowed to service grievances on the Employer's time after securing permission from supervision.

(l) All part time employees shall receive ten cents (10¢) per hour in addition to the percentage increases. They shall retain Labor Day, Independence Day and their own birthdays, if they fall during the school summer vacation period, as paid holidays according to established practice.

(m) All regularly scheduled work performed at the Zoo under the classifications as set forth in the Agreement shall be performed by employees in the bargaining unit.

(n) When an employee is temporarily transferred to another job classification, he shall receive his old rate or the rate of the new job classification to which transferred, whichever is higher, at the time of transfer.

(o) The Employer agrees to recognize all duly designated shop stewards.

SECTION 13 -- MANAGEMENT RIGHTS

The Management of the Zoo and the direction of the working force is vested exclusively in the Employer, and this shall include but shall not be limited to the right to determine qualifications and competency of employees, to hire, to classify, to promote, to downgrade, to transfer, to suspend, to discipline, to discharge for cause, to layoff or to release employees for lack of work, provided that the exercise of such right shall not conflict with the provisions of this Agreement, and any dispute arising over the exercise of this right shall be subject to the grievance procedure set forth in Section 15.

SECTION 14 -- NO STRIKE - NO LOCK-OUT

During the term of this Agreement there shall be no strikes, slowdowns, or stoppages of work by the Union or its members, and there shall be no lock-out by the Employer. The Employer shall not discriminate against any employee for engaging in Union activities or for upholding the principles of the Union.

SECTION 15 -- GRIEVANCES

In case any controversy should arise pertaining to the interpretation or application of any provisions of this Agreement which cannot be settled directly by the Employer and the employee and/or Union, the Employer and Union agree to submit the point or points in question to a committee of three (3) for arbitration; one (1) member to be selected by the Employer, one (1) member to be selected by the Union and the third, a disinterested party, shall be selected by the first two (2) members. It is agreed that expenses of the arbiter so selected shall be borne equally by the Employer and the Union. During such times as the matter is pending before the arbitration committee, there shall be no strike, lock-out, slow-down, or stoppage of work. The decision of the arbitration committee shall be final and binding upon both the Employer and the Union.

SECTION 16 -- MILITARY LEAVE

The Employer agrees to comply with the provisions of the Universal Military Training and Service Act.

SECTION 17 -- WAIVER

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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, 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 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.

SECTION 18 -- SEPARABILITY

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or executive order, such invalidation of any part or portion of this Agreement shall not invalidate the remaining portion hereof, and the remaining portions shall continue in full force and effect. Upon termination of such legislation, the Employer and the Union agree to comply with the original terms of this Agreement.

SECTION 19 -- DURATION

This Agreement shall remain in full force and effect from July 1, 1962, to and including June 30, 1965, and for yearly periods thereafter unless either party hereto shall give written notice to the other party of a desire to modify, amend or terminate the existing Agreement. Such notice shall be given at least sixty (60) days prior to the anniversary date of this Agreement. Failure of either party to give such written notice shall automatically extend the Agreement for a period of one year from the anniversary date.

IN WITNESS WHEREOF, the parties have hereto inscribed their names and affixed their seals this ___ day of ___, 1962.

SIGNED FOR THE UNION

SIGNED FOR THE EMPLOYER

By: James S. Barham

By: Charles R. Schroeder

Title: Secretary*Treasurer

Title: Director

JOB CLASSIFICATIONS AND RATES

Classifications	RATE	STEPS			
		A	B	C	D
Animal Trainer - Junior.....	23	397	417	438	460
Automotive Mechanic - Junior.....	20	343	360	378	397
Automotive Mechanic - Senior in Charge.....	26	460	483	507	532
Automotive Mechanic - Assistant in Charge.....	25	438	460	483	507
Custodian - Storeroom (restaurant + meals.....	13	244	256	269	282
Custodian.....	14	256	269	282	296
Custodian - Hospital.....	16	282	296	311	327
Children's Zoo - Attendant.....	17	296	311	327	343
" " Caretaker, Principal, Jr.....	23	397	417	438	460
" " Caretaker, Principal, Sr.....	24	417	438	460	483
" " Caretaker, Jr.....	19	327	343	360	378
" " Construction & Maint. Man, Sr.....	20	343	360	378	397
" " Custodian.....	14	256	269	282	296
" " Grounds Maint. Man, Jr.....	17	296	311	327	343
" " Grounds Maint. Man, Sr.....	20	343	360	378	397
" " Groundsman Gardener, Jr.....	18	311	327	343	360
" " Groundsman Gardener, Sr.....	21	360	378	397	417
" " Lead Attendant, Jr.....	17	296	311	327	343
" " Lead Attendant, Sr.....	21	360	378	397	417
" " Nursery Caretaker.....	19	327	343	360	378
Construction & Maintenance Man, Jr.....	20	343	360	378	397
Construction & Maintenance Man, Sr.....	23	397	417	438	460
Construction & Maintenance Man, Storekeeper.....	21	360	378	397	417
Delivery Clerk.....	21	360	378	397	417
Driver Guide - Zoo.....	22	378	397	417	438
Fry Cook - Stands.....		\$16.29	per day		
Fry Cook - Stands - Lead.....		\$17.10	per day		
Groundsman Gardener, Jr.....	18	311	327	343	360
Groundsman Gardener, Sr.....	21	360	378	397	417
Groundsman Driver.....	21	360	378	397	417
Groundsman Driver - Sanitation.....	23	397	417	438	460
Grounds Maintenance Man, Jr.....	17	296	311	327	343
Grounds Maintenance Man, Sr.....	20	343	360	378	397
Keeper - Birds, Jr.....	18	311	327	343	360
" Birds, Sr.....	22	378	397	417	438
" Birds, Trainee.....	17	296	(for 6 months)		
" Hospital, Jr.....	19	327	343	360	378
" Hospital, Sr.....	23	397	417	438	460
" Mammals, Jr.....	18	311	327	343	360
" Mammals, Sr.....	22	378	397	417	438
" Mammals, Trainee.....	17	296	(for 6 months)		
" Reptiles, Jr.....	18	311	327	343	360
" Reptiles, Sr.....	22	378	397	417	438
" Reptiles, Trainee.....	17	296	(for 6 months)		
Laborer Process, Assistant.....	19	327	343	360	378
Laborer Process, Jr.....	21	360	378	397	417
Principal Keeper - Birds, Jr.....	24	417	438	460	483
Principal Keeper - Reptiles, Jr.....	24	417	438	460	483

Classifications	RATE	STEPS			
		A	B	C	D
Relief Animal Keeper - Mammals.....	23	397	427	438	460
Sales Clerk - Refreshment Stand.....	15	269	282	296	311
" " Refreshment Stand, Lead.....	18	311	327	343	360
" " Refreshment Stand, Relief.....	18	311	327	343	360
" " Souvenir & Film Stand, Lead.....	18	311	327	343	360
" " Souvenir & Film Stand, Lead Relief.....	18	311	327	343	360
Sign Preparator, Jr.....	17	296	311	327	343
Steam Cleaner Operator.....	18	311	327	343	360
Storeroom Clerk.....	21	360	378	397	417
Vending Machine Supplier, Jr.....	20	343	360	378	397
Vending Machine Supplier, Sr.....	22	378	397	417	438
Zoo Commissary Stock Man.....	17	296	311	327	343

Part Time Employees (PART II)

- A. Custodian - Night.....\$1.74 per hour
- B. Children's Zoo Attendants.....\$1.74 per hour
(Note: To progress thereafter on basis of hours worked under rate classified)
- C. Delivery Clerk.....\$2.07 per hour
- D. Driver Guide Zoo - Junior, Temporary.....\$1.85 per hour
(For first 160 working hours)
\$2.17 per hour thereafter; to progress on basis of hours worked under rate classified
- E. Parking Lot Attendant.....\$1.74 per hour
- F. Refreshment Stands Section
Sales Clerks (for first 48 working days).....\$1.33 per hour
Thereafter.....\$1.55 per hour
- G. Souvenir & Film Sections
Sales Clerks (for first 48 working days).....\$1.33 per hour
Thereafter.....\$1.55 per hour
- H. Storeroom Clerk
For first year + meals.....\$1.97 per hour
Thereafter + meals.....\$2.07 per hour

ALL PART TIME EMPLOYEES SHALL RECEIVE 10¢ PER HOUR ADDITIONAL TO THEIR HOURLY SCALE.

Wage Adjustments

- A. Effective January 1, 1963 there will be a 3% increase in all classifications as listed in Parts I & II
- B. Effective July 1, 1963 there will be a 3% increase in all classifications as listed in Parts I & II
- C. Effective January 1, 1964 there will be a 3% increase in all classifications as listed in Parts I & II
- D. Effective July 1, 1964 there will be a 3% increase in all classifications as listed in Parts I & II
- E. Effective January 1, 1965 there will be a 3% increase in all classifications as listed in Parts I & II