

AGREEMENT BETWEEN
TEAMSTERS UNION
LOCAL 481 AND
TEAMSTERS UNION
LOCAL 996



And

ZOOLOGICAL SOCIETY
OF
SAN DIEGO

February 1, 2025- January 31, 2029

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AGREEMENT

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 TEAMSTERS LOCAL NO. 481 and TEAMSTERS LOCAL NO. 996, both affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, parties of the second part, hereinafter collectively referred to as the Union, shall apply to all employees employed by the ZOOLOGICAL SOCIETY OF SAN DIEGO at the Keauhou Bird Conservation Center (KBCC) and the Maui Bird Conservation Center (MBCC) covered by the classifications set forth in the attached wage schedule, Appendix A.

ARTICLE 1 – UNION RECOGNITION

Section 1 – Recognition:

(a) The signing of this Agreement shall constitute a recognition of the Union and it is agreed that no members shall be disciplined for lawful and proper activity in representing the Union, engaging in Union activities, or upholding the principles of the Union.

(b) The Union is the sole Collective Bargaining Agent for those classifications enumerated in Appendix A working out of the KBCC and MBCC. Any new classifications instituted at the KBCC or MBCC that have a reasonable community of interest with those now performing bargaining unit work shall be part of said unit. If the parties are unable to agree as to whether or not a classification should be included in the Agreement, they shall jointly file a unit clarification petition with the National Labor Relations Board. If the U.C. proceedings do not resolve the issue, the matter may be referred to arbitration by either party.

(c) Non-Compliance

The Union agrees that notice shall be given in writing to the Employer and employee at least seventy-two (72) hours before any employee is to be removed from their employment by reason of their failure to maintain membership in good standing with the Union.

Employees who do not comply with the provisions of the ARTICLE shall be discharged by the Employer after the Union shows proof to the Employer that they have sent a letter, return receipt requested, to the employee informing the employee as follows:

1. The exact amount due;
2. How the amount was calculated;
3. An exact date that the money must be paid.

(d) Membership in good standing means only the timely tender by the employees of uniform initiation fees and periodic dues as may be lawfully required and that compliance with these financial obligations shall constitute compliance with the Union security requirements of the Collective Bargaining Agreement.

(e) Accredited representatives of the Union shall have access during the business hours to the premises of the Employer where members of the bargaining unit work, providing that no conferences and meetings between employees and Union representatives shall in any way hamper or obstruct the normal flow of work.

(f) The Employer agrees to recognize all duly assigned Shop Stewards. All Shop Stewards shall be allowed to service their grievances on the Employer's time after securing permission from supervision.

Section 2 – Membership:

(a) 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 (31) days from date of employment, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment.

(b) The Union agrees it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union, and that membership in the Union will not be denied or terminated for any reasons other than failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

(c) The Employer, at the request of the Union, shall deduct from the wages of employees membership dues (and initiation fees) of the Union, and promptly transmit such funds to the Union, provided that the Employer has received from each employee on whose account such deductions are made a written assignment which shall not be irrevocable for a period of more than one (1) year or beyond the termination date of the applicable collective bargaining agreement, whichever occurs sooner.

(d) The Union shall indemnify and hold the Employer harmless against all suits, claims, demands, and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the requirements of this Article.

Section 3 – Exceptions:

(a) All regularly scheduled work performed at the KBCC and MBCC under the classifications set forth in Appendix A of this Agreement shall be performed by employees

covered by said Agreement. It is understood that employees not covered under this Agreement shall not perform work within the jurisdiction of the Union except:

1. In the case of a legitimate emergency;
2. For purposes of instruction or training;
3. Where the workload is temporarily increased due to circumstances beyond the Employer's control;
4. Where the complement of regular employees is temporarily reduced by reason of absence, not to exceed two (2) days, of any employee due to illness or other legitimate reasons; or
5. Non-members who are participating in internships and other training programs with rules and parameters prohibiting the displacement in any way of bargaining unit positions or hours.

(b) Inherent within the prudent management of a not-for-profit institution is the effective use of concerned volunteers. The Employer reserves the right to use volunteers to facilitate or enhance achievement of stated institutional goals. The Employer agrees that volunteers shall not be used to displace or reduce the hours of regularly scheduled qualified employees but may do work supplemental thereto after written notification to the Union.

ARTICLE 2 – HIRING AND TRANSFER

Section 1 – Notification:

(a) Upon hiring, rehiring, or transferring an employee to a position covered by this Agreement, the Employer shall provide the employee with a Union application and check-off authorization forms. The Employer shall promptly mail the completed forms to the Union office so the Union may notify the employee of their membership obligation pursuant to Article 1, Section 2(a), above.

Section 2 – Job Bidding:

- (a) The Employer agrees to post for bidding all Union job vacancies.
1. All vacancies shall be posted within five (5) days from the Employer's decision to post the position, unless notice to the contrary is given to the Union.
 2. A copy of each posted bid sheet shall be open for bid for a minimum of seven (7) days and shall be sent to the Union.

3. The Employer shall make every effort to fill all job openings within thirty (30) days after the bidding is closed.
4. The Employer shall notify all applicants and the Union of its hiring decision within 5 days after the decision is made and the successful applicant shall start in their new job no later than 14 days after the notification has been made, unless the employer and the applicant mutually agree on a different date.
5. In compliance with Article 10, the Employer may hire non- employees to fill vacancies posted for bidding, who, in the judgment of management are measurably better qualified than employees who bid on such vacancies.
6. When scheduling permits, as solely determined by the Employer, The Employer shall attempt to fill regular benefited vacancies with employees who may be eligible for Health & Welfare benefits.

(b) Selected employees may not rebid for six months unless by mutual consent of the Union and the Employer.

(c) The Employer need only bid jobs where there will be an increase in the workforce.

(d) All bargaining unit employees shall have the opportunity to apply for job loans consistent with the Employer's job loan policy provided employees satisfy loan requirements applicable to all employees.

Section 3 – Physicals:

(a) The parties agree that the Employer may conduct a thorough pre- employment post offer physical examination, which may include testing for any condition and/or disease, which impairs the prospective employee's ability to perform in a satisfactory manner.

(b) The above may apply in instances of transfer or promotion.

Section 4 – Probation Period:

(a) Newly hired or rehired regular employees shall be considered probationary employees until they have worked for the Employer a total of six months. The Employer may, on an individual basis, extend said probationary period up to six (6) months, with written notification to and concurrence of the Union. During this probation period such employees may be transferred, laid off, or terminated at the exclusive discretion of the

Employer. Any promoted, demoted, or transferred employee shall be required to successfully complete a three (3) month probation period. The Employer may, on an individual basis, extend said probationary period up to three (3) months, with written notification to and concurrence of the Union. If said employee is unable to perform in his/her new classification, he/she shall have the right to return to his/her former position and rate of pay. The right to return to the former position will only last the initial 90 days worked. Any time spent by an employee in a bona fide job loan position shall not be counted as time spent for successful completion of the probationary period.

ARTICLE 3 – DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

Section 1 – Regular:

Any employee shall be considered a regular employee.

Section 2 – Anniversary Year:

(a) Any twelve (12) month period beginning on the date of hire and ending the day prior to the anniversary date of the year following.

Section 3 – Employment Changes

(a) Promotion -vertical movement with a new classification at a higher rate of pay.

(b) Demotion - vertical movement with a new classification at a lower pay rate. (May be voluntary by the employee or involuntary.)

(c) Transfer - a change to another department or work area. The job title and rate of pay may remain the same or involve a promotion or demotion.

(d) Reclassification - a change in the position occupied by the employee due to a promotion or demotion.

(e) Termination Date - the last day worked by the employee.

(f) Resignation - the employee voluntarily ends employment.

(g) Dismissal - release of an employee's services at the discretion of the Employer.

(h) Layoff - release of an employee's services due to lack of work.

(i) Retirement - termination for purpose of receiving retirement benefits.

ARTICLE 4 – EQUAL OPPORTUNITY/NON-DISCRIMINATION

The Employer and the Union mutually agree that there will be no discrimination against any employee or applicant in the application of the terms of this Agreement or in any aspect of their employment with the Employer by reason of race, sex, color, religion, national origin, ancestry, age, physical or mental handicap, medical condition, marital status, pregnancy, sexual orientation or any other category protected by applicable federal, state or local law. The Employer and Union agree that the Employer is permitted to take all actions necessary to comply with all applicable federal, state and local laws and regulation, including, but not limited to the American with Disabilities Act, antiharassment regulations including sexual harassment, Family Medical leave and including any new laws and regulations enacted during the term of this Agreement.

ARTICLE 5 – MANAGEMENT RIGHTS

It is expressly agreed that all rights which are ordinarily vested in and exercised by employers, except those which are clearly and specifically relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer.

ARTICLE 6 – LABOR-MANAGEMENT COOPERATION

(a) The Union recognizes fully the responsibilities imposed upon it as the exclusive bargaining agent for the employees and realizes that in order to provide maximum opportunities for continuing employment, good working conditions, and good wages, the Employer must be in a strong economic position, which means it must provide quality service at the lowest possible cost. The Union shall cooperate with the Employer and support its efforts to assure a full day's work on the part of employees.

(b) The Union agrees that each employee will do all work assigned to him/her to the best of his/her ability and will cooperate with the Employer to the fullest extent possible to improve the manner in which the work is performed.

(c) The Employer retains the full and exclusive right to implement employee participation programs and to invite employees to participate. Any matter discussed in said employee participation programs involving wages, hours or working conditions shall require invitation for Union involvement and prior to implementation Union concurrence.

(d) The Employer agrees to provide suitable space for Union bulletin boards. Postings by the Union on such boards are to be confined to official business of the Union. The Union shall in no way malign the Employer or its officials.

ARTICLE 7 – NO STRIKE - NO LOCKOUT

(a) The Union agrees that it or its members will not (during the term of this Agreement) cause, permit, threaten or participate in any strike, including the refusal to cross any other labor organizations' picket lines that are not sanctioned by Joint Council #42, walkout, slowdown, boycott, picketing, work stoppage, refusal to work, or any other interference with the operation, management or functions of the Employer.

(b) The Employer agrees not to lockout.

ARTICLE 8 – SETTLEMENT OF DISPUTES

Section 1 – Grievance Procedure:

The parties to this Agreement can extend time limits in each step of the grievance procedure as may be mutually agreed upon. Should a dispute arise between the parties to this Agreement concerning an interpretation or application of any specific provisions of this Agreement, an earnest effort shall be made to settle such grievance according to the following step procedure:

- Step 1 An aggrieved employee shall first take up the matter with his/her immediate supervisor, or Human Resources, no later than five (5) working days after the date of the event that caused the grievance.
- Step 2 If not resolved at Step 1, the employee shall forward a written grievance to the Union no later than seven (7) calendar days, if not presented to the Union within seven (7) calendar days the grievance will not be eligible for further steps in the grievance procedure.
- Step 3 Failing settlement in Steps 1 and 2, the Union shall present the written grievance to the Chief Human Resources Officer who in turn shall forward same to the Department Manager for his/her reply to the Union within seven (7) calendar days. The Employer shall reply to the Union within fourteen (14) calendar days. Once the reply is received by the Union, the Union shall have thirty (30) calendar days to alert the Employer to any further actions. Reasonable exceptions to this will be granted by the Employer as long as the Union requests an extension prior to the thirty (30) day limit. Exceptions will not be unreasonably requested or withheld. If the Union needs more than thirty (30) days to complete its investigation and/or analysis of the grievance, it shall notify the Employer of the amount of additional time the Union needs to determine its position with respect to the grievance. Every effort will be made by the parties to this Agreement to resolve the matter before going to Mediation/Arbitration.

Section 2 – Mediation:

If the dispute is not resolved at any of the previous steps, the parties may appoint a Mediator from the California Mediation and Conciliation Service to hear the dispute and recommend a settlement to the parties. Such recommendation shall be final and binding upon all parties. Such recommendation shall be made in writing immediately upon the conclusion of the hearing or within five (5) working days thereafter.

The Union and the Employer agree that written warnings shall not be referred to Mediation/Arbitration unless said warning(s) is relied upon to support a subsequent suspension or discharge or used to deny application of a transfer or promotion. The employee must file a timely grievance(s) on a disputed warning notice(s) in order for a Mediator/Arbitrator to adjudicate them.

If either party objects to the Mediation step they may refer the matter to Arbitration.

Section 3 – Arbitration:

(a) If the parties cannot agree on an Arbitrator said Arbitrator shall be selected from a list of seven (7) names furnished by the Federal Mediation and Conciliation Service, with each side alternately striking one (1) name in order to reduce the list to one (1) person.

(b) The fees and expenses of an Arbitrator will be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

(c) Limitation of Power of Arbitrator: The powers of the Arbitrator are limited as follows: He/she shall have no power to add, subtract from or modify any of the terms of any Agreement. He/she shall have no power to establish wage scales or, except as he/she is herein specifically empowered, to change any wage.

(d) The decision of the Arbitrator shall be final and binding on all parties.

ARTICLE 9 – DISCIPLINARY ACTIONS

(a) The Employer shall not discharge an employee without just cause. When an employee is discharged, the full reason must be provided to the employee in writing and a copy sent to the Union and Chief Shop Steward. For conduct that does not warrant immediate discharge the Employer may issue a written warning to the employee. All documentation of disciplinary action with the exception of suspension without pay shall be removed after twelve (12) months. Suspensions for Attendance/Punctuality and other policies with a specific lifespan shall be removed according to the provisions of those

policies. Suspensions for other job performance matters shall be removed after sixty (60) months. In order to be considered valid, disciplinary action must be received by the involved employee within ten (10) calendar days of the date of discovery of the alleged violation. Reasonable exceptions to this may be granted by the Union as long as the Employer requests for an extension prior to the ten (10) day limit. Exceptions will not be unreasonably requested or withheld.

(b) The Employer will make available to the Union, and its Shop Stewards a copy of all written warnings and reprimands issued to employees. The Union agrees to keep the Employer informed, in writing, of all current stewards.

(c) Any employee may request Union representation at any investigatory interview which may result in disciplinary action.

(d) Termination notice: When an employee has been in the employ of the Employer continuously for six (6) months or more, such employee shall receive either one (1) week's notice of discontinuance of employment or one (1) week's pay in lieu thereof, except in case of discharge for cause.

ARTICLE 10 – SENIORITY

Section 1 – Seniority Principles:

(a) 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.

(b) Seniority shall not be a factor in the normal short- term scheduling of employees. However, as measured on a semi-annual basis (January – June, July – December), hours worked are required to correspond as closely as possible according to departmental seniority. Factors to consider in this determination may include, but are not limited to, availability of the employee and schedule preference, benefitted status, as well as secondary hours worked in other classifications.

Where practicable, the Employer shall attempt to schedule on a short-term basis according to departmental seniority, including the distribution of daily overtime assignments.

Section 2 – Definition of Seniority:

(a) Society Seniority. Society seniority is defined as the length of total regular and continuous employment with the Society. This type of seniority shall be used to determine the order of any reduction in force of more than four (4) weeks duration and for computing

the amount of annual leave for employees. Upon completion of the probationary period, an employee shall acquire Society seniority from the most recent date of hire.

(b) Departmental Seniority. Departmental Seniority shall be used for temporary layoffs and for selecting annual leave schedules and days off.

(c) Employees' positions on the Departmental seniority list shall be determined based upon their most recent bargaining unit date of entry (or re-entry) into the Department.

(d) Classification Seniority. Classification seniority shall be defined as the appropriate measure of seniority for the employee in the particular classification, which he/she currently occupies. Classification seniority shall apply for in-step pay rates.

ARTICLE 11 – HOURS OF WORK

(a) For pay purposes, there shall be a standard work week for all employees beginning at 12:01 a.m. each Monday and ending at 12 midnight the following Sunday.

(b) Unless split days off are requested by the employee and agreed to by the Employer, each employee shall receive two consecutive days off during each work week, unless overtime duty is required.

All work performed in excess of forty (40) hours per work week shall be considered overtime and shall be paid at one and one half (1 ½ x) times their regular hourly rate of pay. This shall not prohibit the Employer and employees from mutually agreeing to four (4) -ten (10) hour workdays per workweek. Overtime assignments as an extension of a current shift will be scheduled on a voluntary basis when possible and appropriate. If an insufficient number of volunteers come forward, mandatory overtime will be scheduled according to inverse seniority for those employees scheduled on the day in question and based on factors including business needs and employee skillset.

(c)

(d) Except for lack of availability of work resulting from causes beyond the control of the Employer, it is intended to provide as many employees as practicable with a normal work week consisting of five (5) consecutive days per week and each department shall schedule accordingly.

(e) The Society shall make a reasonable effort to find a work schedule not exceeding eight (8) hours in any workday.

(f) If a shift change occurs during the work week, before starting the new shift, the employee shall be granted a minimum of ten (10) hours off, unless agreed upon mutually between the Employer and the Union.

- (g) Employees' paid time shall begin and end at their respective time clocks.
- (h) The Employer agrees that it will not reduce hours of employees for the purpose of preventing the payment of premiums according to Article 14.
- (i) A split shift is any shift with a break in paid hours excluding meal periods required by state law. Any employee who is required to work "split shifts" shall receive a premium of seventy-five cents (\$0.75) per hour for all hours worked. Employees required to split their shift two (2) or more times per day shall receive a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked.
- (j) When a schedule change requires an employee to work in a location different from his/her regular work location, he/she shall be paid the prevailing mileage rate for the difference in mileage between their regular work location and the new work location.
- (k) Except for special events, it is the intent of the parties to this Agreement that a normal scheduled day's work be at least four (4) hours.
- (l) Employees who respond to an emergency call back shall receive pay for all hours worked or four hours whichever is greater.
- (m) A continuous shift that goes past midnight shall be considered part of the same workday in the calculation of overtime.
- (n) Employees shall not be required to monitor any communications or paging devices during rest breaks and/or meal periods.
- (o) The Employer agrees to provide all bargaining unit employees with a pay period payday calendar every January each year of the Agreement.
- (p) The rules for employees performing bargaining unit work during the peak business months shall be the same for all such employees.
- (q) It is not the intent of the Zoological Society to send employees home due to lack of work (i.e. inclement weather) and then subsequently replace said employees with non-scheduled lower paid workers.
- (r) The Employer may, in its discretion, require an employee to obtain a physical examination (excluding pre-employment/transfer physicals) either during or outside such employee's regularly scheduled work hours. In the event that the Employer requires the employee to obtain an annual physical exam outside the employee's regularly scheduled work hours (i.e. on the employee's scheduled day off, before/after the employee's shift, etc.), then the Employer shall pay the employee for such time traveling to/from the

examination and attendance at the examination in an amount not to exceed 2 aggregate hours.

(s) No employee shall lose hours from their regularly scheduled shift as a result of working a not originally scheduled split shift, unless agreed upon by mutual consent.

(t) Employees shall be notified of their weekly work schedule at least ten days in advance of the effective date. Reasonable changes in the schedule may be made after the schedule is posted, i.e. for catering events, weather, etc. Such schedule shall indicate a projected out time.

ARTICLE 12 – REPORTING PAY

(a) Each workday an employee is required to report for work and does report but is not put to work or is furnished less than half the usual or scheduled day's work, the employee shall be paid for a minimum of four (4) hours or half the usual or scheduled day's work at the employee's regular rate of pay, whichever is greater.

(b) The provisions of (a) above shall not apply when:

1. Operations cannot commence or continue due to threats to employees or property; or when recommended by civil authorities, or
2. Public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system; or
3. The interruption of work is caused by an act of God or other cause not within the Employer's control, or
4. Voluntary meetings that are offered by the Employer and occur on the employee's day off, in which case (with management approval) the employee will be compensated for the duration of the meeting, or
5. Mandatory meetings of less than four (4) hours duration, that the Employer requires an employee to attend, if such meeting occurs on the employee's day off. In such instance the employee shall be paid for the duration of the meeting or two (2) hours pay, whichever is greater, or
6. Bargaining Unit employees come to work after hours to check on the welfare of an animal, as agreed between the employee and management. In those cases the employee will be paid the actual time or 2 hours whichever is greater, or

7. Special events of less than four (4) hours duration. In such instance the employee shall be paid for the duration of the special event or three (3) hours pay, whichever is greater.

ARTICLE 13 – DRESS CODE

(a) Employees may wear their own clothing that is safe, clean and appropriate for job duties. Clothing should promote safety, hygiene, and comfort while performing tasks around animals and the physical work environment.

(b) The Employer shall provide adequate and durable raingear as needed for staff, within limits of reasonable use.

(c) Employees who are required to leave their footwear at work shall be compensated an allowance as follows: up to \$225. In order to receive said allowance, the employee must show receipts for footwear purchased.

ARTICLE 14 – HEALTH AND WELFARE

(a) The Employer agrees to pay the entire cost of employee only insurance premiums, and 80% of the cost of dependent coverage insurance premiums to provide Life (standard \$2500), Hospital, Medical, Prescription Drug and Vision by delivering such premiums to the insurance carrier chosen by the employee, between HMSA or Kaiser, on behalf of each eligible employee covered by this Agreement. Note that Life insurance coverage is for employee only.

(b) The Employer agrees to purchase and administer the benefits set forth commencing immediately under HMSA and as soon as administratively possible under Kaiser.

(c) The Employer agrees to not increase the employee cost share in effect in December 2028, if any, until the new contract is ratified.

(d) Employees will pay a share of the Health and Welfare cost according to the following schedule of per pay period employee contribution percentage. At any level, the employee premium is always covered at 100%:

HMSA Bundle Coverage	Employee Cost
Employee	0%
Spouse	20%
Family	20%

KAISER Bundle Coverage	Employee Cost
Employee	0%
Spouse	20%
Children	20%
Family	20%

(e) Eligibility of employees to receive health and welfare benefits shall be determined as follows:

1. All regular employees who work at least an average of sixty (60) hours or at least nine (9) days per two-week payroll period shall be eligible employees.
2. For purposes of computing this average, the appropriate Affordable Care Act (ACA) measurement periods shall apply. The new hire look-back INITIAL measurement period will be for 12 months with an administrative period of up to 60 days. The look back STANDARD measurement period will be for 12 months from the last period of the payroll year in mid-December every year, with a 75-day administrative period.

It is not the intent of the Employer to reduce existing work schedules by virtue of the above definitions.

3. When an employee, because of reassignment, transfer, or otherwise has his/her schedule increased to sixty (60) hours or more or at least nine (9) days per two-week payroll period at any time of the year which will continue on a regular basis during those periods which would be used for averaging, such employee shall be considered eligible effective the date of the change of work schedule. This is not intended to apply to a non-benefited employee who merely has an increase in hours.
4. A newly hired employee who begins work on a schedule of sixty (60) hours or more or at least nine (9) days per two-week payroll period at any time of the year which will continue on a regular basis during those periods which would be used for averaging shall be considered eligible effective the date of hire.
5. SPECIAL HEALTH & WELFARE PROVISIONS

The Employer agrees to pay the entire cost of insurance premiums to provide twelve (12) months health and welfare coverage to all benefited employees, aged 55 or over, who voluntarily terminate and have completed at least twenty (20) years of cumulative service. For those employees who meet the above criteria and are at least 65 years old, and who go on Medicare, the Employer shall pay the premium for the Medicare Supplement Insurance to provide one (1) year of health and welfare coverage.

ARTICLE 15 – 403b

(a) As of December 31, 2021, the Zoological Society of San Diego Restated Pension Plan for Union Employees (the "Plan") was frozen. As of that date, there were no new participants into the Plan and future accruals ceased for all employees. The timing of the Plan freeze coincided with the 403(b) Plan changes.

The Employer may terminate the Plan and transition the administration of the Plan to a company which includes pension plan administration as part of its core business. A participant's accrued benefits, including retirees who are in payment status, cannot be reduced. If the Plan is terminated, each participant's accrued benefit will automatically be 100% vested. Plan funds must be distributed for the exclusive benefit of Plan participants and their beneficiaries and all liabilities satisfied before any funds can be diverted for other purposes. In the event of a Plan termination, the Employer must ensure compliance with the Internal Revenue Service and the Pension Benefit Guarantee Corporation regulations and fulfill fiduciary responsibilities to protect participants. In addition, all eligible participants will be offered a lump sum distribution option among other options.

403b Plan

At the time this Agreement becomes effective, all bargaining unit employees shall be eligible for the 403b plan under terms and conditions not less favorable than those for non-bargaining unit employees. Bargaining unit employees will be eligible for an Employer contribution to their 403(b) plan account as follows: (i) 2% non-elective Employer contribution, (ii) 50% Employer match on their first 4% of employee deferrals, and (iii) 100% Employer match on the next 1% of employee deferrals. This results in up to a 5% Employer contribution, inclusive of any applicable Employer match, as illustrated in the following table:

<u>Employee</u> Deferral	<u>Employer</u> Contribution	Total
0%	2%	2%
1%	2.5%	3.5%
2%	3%	5%
3%	3.5%	6.5%

4%	4%	8%
5%	5%	10%
6%	5%	11%
7%	5%	12%

The Employer offers a Roth 403(b) option in which interested employees may participate.

NOTE: These are only the changes. They are not the plans. Further information regarding when and under what conditions an employee will be eligible to receive benefits and the amount of such benefits may be found in the Summary Plan Descriptions for the 403(b) plan.

ARTICLE 16 – ANNUAL LEAVE

(a) All regular employees who have completed thirty (30) days of employment shall be entitled to Annual Leave with pay. The amount of Annual Leave earned shall be in accordance with the following schedule:

<u>Time in Service</u>	<u>Accrual Rate</u>		<u>Maximum Leave</u>	<u>Maximum Accruable Leave</u>
0 through 4 years	.0807	hours per hour worked	21 days	31.5 days
5 through 9 years	.1000	hours per hour worked	26 days	39 days
10 through 14 years	.1192	hours per hour worked	31 days	46.5 days
15 through 20 years	.1231	hours per hour worked	32 days	48 days
21 yrs and over	.1385	hours per hour worked	36 days	54 days

(b) Annual Leave may be accumulated to a maximum as shown in the maximum accruable leave column above. After those amounts have been accrued there shall be no further accrual. The Employer will make good faith effort to accommodate employee leave requests, providing that such request are compatible with the operating requirements of the Employer. In those cases where an employee is unable to take time off because of Employer requirements the employee will receive pay in lieu of time off.

(c) Annual Leave will be scheduled on a first come, first served basis. Should there be a conflict with requests, seniority shall prevail.. Departments may limit the number of employees on annual leave at any one time.

(d) In order to receive annual leave, the employee must give at least two (2) days notice unless such notice is waived by mutual agreement.

(e) It is recognized that some departments may observe various traditional holidays. When an employee in such a department is instructed not to work because of the holiday observance, the employee may choose whether to take an annual leave day or forego compensation for that day.

(f) Scheduling of Annual Leave is considered on a first come first served basis, provided the operational needs at each location are met. If necessary, seniority will be used to resolve any conflicts.

(g) A benefitted employee requesting to leave early or to give up a shift is required to use Annual Leave to replace the hours they would have worked. A benefitted employee who does not request to leave early or to give up a shift but is sent home due to business necessity has the option of using Annual Leave or going unpaid. In either case, the benefitted employee may receive Annual Leave hours at minimum for the hours they would have worked or up to eight hours per day. Non benefitted employees may choose to use Annual Leave to replace hours they would have worked.

ARTICLE 17 – SICK LEAVE

(a) All regular employees who have successfully completed 90 days of employment shall be entitled to sick leave with pay. Sick leave shall accrue at a rate of .03333 hours per hour worked to a maximum of 48 hours per year. An employee may choose to use Annual Leave when Sick Leave is not available.

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

(c) Maximum accumulated sick leave shall be one hundred sixty (160) hours.

(d) An employee who voluntarily leaves the employ of the Employer and who has given at least two (2) week's prior notice, is laid off for lack of work or is physically unable to perform required work shall receive pay for all unused sick leave, except that an employee who voluntarily leaves or is laid off must have completed ten (10) years of continuous employment. It is agreed that an employee terminated for cause shall not be entitled to any benefits under the provisions of this subsection.

(e) An Employee who retires according to the Employer's policy shall receive pay for all unused sick leave.

(f) An employee incurring an on-the-job injury not caused or contributed to by the employee's negligence or violation of normal safety rules or work procedures shall be

entitled to payment by the Employer of the difference between Worker's Compensation temporary disability benefits and the employee's normal earnings for a period not to exceed thirteen (13) weeks following the completion of a fourteen (14) day waiting period. An employee who wishes to be compensated for the time from the date of injury to the date of eligibility for temporary disability benefits may use sick leave or annual leave if one has adequate accumulated sick leave or annual leave credit.

(g) Employees who have been absent on a Workers' Compensation disability may be returned to work in a permanent position they are, in the judgment of the Employer, capable of performing. When such an assignment occurs, the employee will receive the rate of pay of the new job classification to which assigned. It is not the intent of the Employer to reduce the rate of pay of employees who have been on Workers' Compensation disability and are capable of performing the tasks of their former position. The Employer may reduce an employee's rate of pay only when based on a medical determination that he/she cannot perform the tasks of their former job classification.

(h) An employee incurring a non-occupational injury or illness shall be entitled to salary continuation benefits. Benefits paid shall commence after accumulated sick leave has been exhausted, as provided in 1, below. The amount of benefit, including California Disability Insurance benefits, will guarantee 100% of employee normal weekly pay for a period of thirteen (13) weeks after all accumulated sick leave has been exhausted and provided that the employee is still unable to return to work.

1. There shall seven (7) day waiting period before the salary continuation plan commences. Further there shall be only one eligible period of thirteen (13) weeks per 12-month period and or per injury or illness.
2. The maximum lifetime benefit under the salary continuation plan shall be sixty-five (65) weeks.
3. Any amount that has been used as of the effective date of this Agreement shall be subtracted from the sixty-five (65) weeks maximum.

(i) Leaves of absence for medical reasons, whether work-related or non-work related, shall be limited to a total of six (6) months in any consecutive twenty-four (24) month period. An employee shall have the right to return to his/her position at the end of a leave of absence, if medically able to do so; provided that if the employee has a legal right to return to his/her position beyond the expiration of the six (6) months set forth herein this clause is in no way intended to undermine, reduce or waive the Employee's right to return to that position.

If the Employee is unable to return to his/her position at the end of the

leave of absence he/she shall be eligible to enter a rehabilitation training program or an interactive job accommodation process whichever is appropriate; provided that this provision is not intended to undermine, reduce or waive the Employees right to return to their former position.

ARTICLE 18 – BEREAVEMENT LEAVE

All regular employees who have completed the probationary period may be granted leave with pay not to exceed three (3) days for the purpose of attending a funeral, making arrangements therefore, or taking care of other matters related to the death of a member of an employee’s family. Such leave should be requested and will be granted in relation to the leave time actually required. Dates taken for bereavement leave are not required to be consecutive, but must be taken within two weeks of the death, unless special circumstances dictate (i.e. a delay in funeral service arrangements). For purposes of this section, immediate family shall consist of a spouse, registered domestic partner, father or stepfather, mother or stepmother, brother or stepbrother, sister or stepsister, son or stepson, daughter or stepdaughter, current mother or father of spouse or registered domestic partner, grandparents and grandchildren. Verification of death may be required.

An additional two (2) days of paid bereavement shall be available for employees who are required to travel eight hundred (800) or more miles each way. The Employer reserves the right to verify the location and proof of travel.

Unpaid bereavement leave shall be granted under the same terms and conditions described above for the brother, sister and grandparents of the employee’s spouse or domestic partner.

ARTICLE 19 – JURY DUTY LEAVE

All regular employees who are summoned to serve on jury duty, shall be entitled to regular pay for all scheduled hours for work days on which they are required to report for jury duty up to ten (10) days per 12-month period. In addition, such employees shall retain jury duty pay and mileage fees for service.

All employees when called for jury duty shall be considered day shift while on jury duty. An employee’s weekly work schedule, including jury duty days, should not exceed five (5) days per week.

ARTICLE 20 – MILITARY LEAVE

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

ARTICLE 21 – HOLIDAYS

All employees who work on New Year's Day, Thanksgiving Day and Christmas Day shall receive two times (2x) their regular hourly rate of pay for all hours worked on such holidays. Employees who work more than 8 hours and up to 10 hours, shall receive overtime pay of 1.5 X their holiday pay. Employees who work more than 10 hours shall receive overtime pay of 2X their holiday pay. For example, an employee who regularly earns \$20 per hour, would receive \$40 per hour for working on one of the holidays. Their overtime rate would be 1.5 X \$40 per hour for working more than 8 hours and up to 10 hours, or 2 X \$40 per hour for after 10 hours of work.

ARTICLE 22 – DISEASE AND PREVENTATIVE SCREENING

In order to meet health requirements, employees working with animals may be subject to routine disease screening, such as tuberculosis testing. All health testing or screening required of any employee shall be paid for by the Employer and conducted during an employee's work hours.

ARTICLE 23 – SEPARABILITY

Should any part hereof or any provision 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 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.

APPENDIX A – CLASSIFICATION AND WAGES

Section 1 – Classification and Temporary Assignment

(a) Job Classification

1. The present job descriptions and requirements as of the signing of this contract shall remain in effect for the life of the Agreement. Any changes or modifications during the term of the Agreement shall be by mutual agreement between the Employer and the Union.

2. However, in the event it becomes necessary to add, delete, change, or adjust wage scales of any of the job classifications outlined in this Agreement, the parties by mutual consent may make those adjustments provided no present employees shall suffer any reductions.

(b) Temporary Assignment

1. An employee may be temporarily assigned to perform the tasks of another job classification when such assignment is required to satisfactorily complete the work.

2. When such an assignment occurs, the employee will receive his/her current rate or the rate of the new classification to which assigned, whichever is higher.

Section 2 – Special Wage Provision

(a) Night Premium

A premium of seventy-five cents (\$0.75) per hour shall be paid for work performed between the hours of 6:00 p.m. and 6:00 a.m.

(b) Wages above Rates in Exhibit(s)

Rates of pay for any classification above the rates set forth in Exhibit 1, shall be at the sole discretion of the Employer, except that any employee presently receiving a rate of pay greater than the rate listed for their classification shall receive the same cents or percentage per hour increase indicated for that classification.

(c) Step Advancement

1. The time progression from step to step for regular employees shall be based on acceptable performance (i.e. Meets Expectations or higher) as determined by performance reviews, and said time progression shall work as follows: six (6) months in the "A" step; six (6) months in the "B" step; one (1) year in the "C" step before advancement to the "D" step and beyond.

2. Notwithstanding the provisions above, satisfactory regular employees, as determined by a performance review, in job classifications which have intermediate steps, e.g., "A1", shall advance after six (6) months in each step until the top step is reached.

3. The progression to a Senior Level classification will occur in one of two ways:

1) Based on an annual review score of 3.1 or better on two subsequent performance reviews, starting with their third anniversary review in their "Primary" level classification. *The earliest this promotion can be effective is at the 4th year of being in the primary position. For example: Employee is hired 1/1/24 and remains in that primary classification for 3 years. Employee meets 3-year requirement on 1/1/27. 1st eligible review 1/1/27, 2nd eligible review 1/1/28, earliest promotion date January 2028; or*

2) By meeting the job requirements for said promotion, as determined by Manager and related approvals.

Section 3 – Wage Rates

(a) Wage rates shall be those set forth in Exhibit 1, attached hereto.

(b) Wage increases for all classifications under Exhibit 1 shall be effective on the following dates:

Schedule A – Effective February 1, 2025

Schedule B – Effective January 1, 2026

Schedule C – Effective January 1, 2027

Schedule D – Effective January 1, 2028

EXHIBIT 1 – PAY PLAN SCHEDULES

PAY PLAN – SCHEDULE A

Effective February 1, 2025

Avian Recovery Specialist (Step A-31.05, Step B-31.36, Step C-31.99, Step D-33.27)
Senior Avian Recovery Specialist (Step A-35.36, Step B-35.71, Step C-36.43, Step D-38.25)
Lead Avian Recovery Specialist (Step A-38.77, Step B-39.16, Step C-39.94, Step D-41.94)

PAY PLAN – SCHEDULE B

Effective January 1, 2026

Avian Recovery Specialist (Step A-31.98, Step B-32.30, Step C-32.95, Step D-34.27)
Senior Avian Recovery Specialist (Step A-36.42, Step B-36.79, Step C-37.52, Step D-39.40)
Lead Avian Recovery Specialist (Step A-39.93, Step B-40.33, Step C-41.14, Step D-43.20)

PAY PLAN – SCHEDULE C

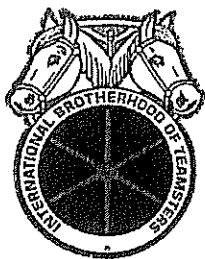
Effective January 1, 2027

Avian Recovery Specialist (Step A-32.94, Step B-33.27, Step C-33.94, Step D-35.29)
Senior Avian Recovery Specialist (Step A-37.51, Step B-37.89, Step C-38.65, Step D-40.58)
Lead Avian Recovery Specialist (Step A-41.13, Step B-41.54, Step C-42.37, Step D-44.49)

PAY PLAN – SCHEDULE D

Effective January 1, 2028

Avian Recovery Specialist (Step A-34.26, Step B-34.60, Step C-35.29, Step D-36.70)
Senior Avian Recovery Specialist (Step A-39.01, Step B-39.40, Step C-40.19, Step D-42.20)
Lead Avian Recovery Specialist (Step A-42.78, Step B-43.20, Step C-44.07, Step D-46.27)



4-00000-348

VICTOR TORRES
SECRETARY-TREASURER

AUTOMOTIVE AND ALLIED INDUSTRIES EMPLOYEES

OF SAN DIEGO COUNTY

Teamsters Local No. 481

AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS

2840 ADAMS AVENUE, ROOM 202, SAN DIEGO, CALIFORNIA 92116-1495 • PHONE (619) 282-2187 • FAX (619) 284-0481

To: All New Hire Local 481 Members Who Do Not Complete Their Probationary Period

Dear Member:

It is the policy of Local 481 that, upon request, the initiation fees paid by new hire members is eligible to be refunded to them under the following conditions:

- 1) The member has never completed the probationary period of any Employer under Local 481's jurisdiction under the terms of any Collective Bargaining Agreement.
- 2) The member is a "pure" new hire and not a rehired employee of such Employer.
- 3) The member does not plan on returning to the respective bargaining unit as a rehire in the future.

In order to receive a refund of such described initiation fees, the member must put their request in writing in the following manner:

The request must contain the name, address, date of hire and last day worked, Employer worked for, social security number and contact phone number of the member

The request should be addressed to the Executive Board of Teamsters Local 481, 2840 Adams Ave., Suite 202, San Diego, CA, 92116.

The request will be reviewed by the Executive Board of Teamsters Local 481 at their next meeting following receipt of the request. Refunds will be processed by the Local's administrative staff after the request is approved by the Executive Board and the member's employment and fees payments are verified. Requests for initiation fees must be submitted within ninety (90) days of the members last day of work. Rehired employees are not eligible for this refund. This refund request is subject to the approval of the Executive Board of the Local and does not apply to dues payments, which are not refundable.

Members of the Local who have questions regarding this matter may contact the Local at (619) 282-2187.

Fraternally,

Victor D. Torres
Secretary-Treasurer
Teamsters Local 481
VDT/gp

NOTICE TO ALL MEMBERS

IF YOU ARE ON DUES CHECK-OFF WITH YOUR COMPANY, AND DUES ARE NOT DEDUCTED DUE TO YOUR NOT HAVING ENOUGH EARNINGS, IT IS YOUR RESPONSIBILITY TO KEEP YOUR DUES CURRENT IN ORDER TO MAINTAIN GOOD STANDING IN THE LOCAL UNION.

IF YOU BECOME UNEMPLOYED IN THE JURISDICTION OF THE LOCAL UNION, YOU WILL BE ISSUED A WITHDRAWAL CARD UPON REQUEST PROVIDING ALL DUES AND OTHER FINANCIAL OBLIGATIONS ARE PAID TO THE LOCAL UNION, INCLUDING THE DUES FOR THE MONTH IN WHICH THE WITHDRAWAL CARD IS EFFECTIVE.

FOR THIS AND OTHER BUSINESS MATTERS, IT IS IMPERATIVE THAT YOU KEEP YOUR MAILING ADDRESS ON FILE WITH THE LOCAL UP-TO-DATE.

FRATERNALLY,

VICTOR D. TORRES, SECRETARY-TREASURER

Teamsters Local 481

2840 Adams Ave., Suite 202
San Diego, CA 92116
(619) 282-2187

www.teamsters481.org

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