

AGREEMENT
BETWEEN
TEAMSTERS UNION
LOCAL 481



And
SP PLUS CORPORATION
(CONRAC Transportation Services SD Airport)

September 1, 2022 — August 31, 2026

AGREEMENT
BETWEEN
SP PLUS CORPORATION
(CONRAC Transportation Services SD Airport)
AND
TEAMSTERS LOCAL 481

September 1, 2022 – August 31, 2026

9/1/2022 - 8/31/2026

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE 1 - DEFINITIONS	1
ARTICLE 2 - UNION RECOGNITION	2
ARTICLE 3 - UNION SECURITY	2
ARTICLE 4 - UNION DUES CHECKOFF	3
ARTICLE 5 - SHOP STEWARD AND UNION ACCESS	3
ARTICLE 6 - GUARANTEED WORK WEEK	4
ARTICLE 7 - HOURS OF WORK AND OVERTIME	4
ARTICLE 8 - WAGE RATES AND JOB CLASSIFICATIONS	6
ARTICLE 9 - VACATIONS	7
ARTICLE 10 - HOLIDAYS	8
ARTICLE 11 - SICKNESS/EMERGENCIES	9
ARTICLE 12 - MATERNITY LEAVE	10
ARTICLE 13 - BEREAVEMENT LEAVE	10
ARTICLE 14 - SENIORITY	11
ARTICLE 15 - UNIFORMS	13
ARTICLE 16 - MANAGEMENT RIGHTS	14
ARTICLE 17 - NO STRIKES OR LOCKOUTS	15
ARTICLE 18 - GRIEVANCE PROCEDURE	15

ARTICLE 19 - EXAMINATIONS	17
ARTICLE 20 - HEALTH INSURANCE	18
ARTICLE 21 - MAINTENANCE OF STANDARDS	19
ARTICLE 22 - 401(K) PLAN	20
ARTICLE 23 - UNION PREROGATIVES	20
ARTICLE 24 - ASSIGNMENTS	20
ARTICLE 25 – EMPLOYEE SAFETY INCENTIVE PROGRAM.....	21
ARTICLE 26 – SUCCESSORS AND ASSIGNS	21
ARTICLE 27 – DURATION.....	22

AGREEMENT

This Agreement is made and entered into as of the first day of September 1, 2022, by and between SP PLUS CORPORATION, hereinafter referred to as the Company, and the Automotive and Allied Industries Employees of San Diego County, Teamsters Local 481, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE 1 - DEFINITIONS

Section 1.1 - Employee/Employees:

Employee or employees are defined for the purposes of this Agreement as all drivers employed by the Company at its facility located at 2801 North Harbor Drive, Suite 100, San Diego, California 92101, excluding all other employees, office clerical employees, guards, watchmen, and supervisors as defined by the National Labor Relations Act, as amended.

Employees covered by this Agreement shall retain all rights, privileges, and benefits stated herein, and shall suffer no reduction of wages, hours, privileges, or benefits listed herein while temporarily employed by the Company at any location other than which is specified in this Section 1.1.

Section 1.2 - Probationary Employees:

All newly hired employees shall serve a probationary period during the first one-hundred and twenty (120) calendar days of their employment. During such period, the Company shall have the right in its sole discretion to discharge a probationary employee for any reason at any time, and neither the employee nor the Union shall have any recourse, through the grievance and arbitration procedure or otherwise. When the probationary period has been completed, the employee will be placed on the seniority list retroactive to date of hire.

Section 1.3 - Full-time and Part-time Employees:

Full-time employees are defined as those employees who are regularly scheduled to work forty (40) hours per week. Part-time employees are defined as those who are regularly scheduled to work less than forty (40) hours per week.

ARTICLE 2 - UNION RECOGNITION

Section 2.1 - Recognition:

The Company recognizes the Union as the exclusive representative for all employees as defined above for the purposes of collective bargaining.

ARTICLE 3 - UNION SECURITY

Section 3.1 - Union Security:

The Company shall have the right to secure new employees from any source. It shall be a condition of employment that all employees covered by this Agreement as of its effective date and all such employees subsequently hired must become and/or remain members of the Union in good standing thirty (30) days after the effective date of this Agreement or their date of hire, whichever is later. Any employee who is expelled or suspended from the Union because of his or her failure to maintain membership in good standing therein shall be subject to dismissal seven (7) days after notification in writing to the Company by the Union's authorized representative, provided, however, that where such expulsion or suspension is for nonpayment of dues and payment of such arrearages is made within such seven (7) day period, the Company shall not be required to dismiss such employee. Where any dismissal required by this Article would result in a hardship upon the Company, the Company will be permitted an additional ten (10) days to secure a new employee before making such dismissal. When an employee has been dismissed by the Company pursuant to this Article, the Company shall not be required to reinstate or reemploy such employee at any time. The Union will indemnify and hold the Company harmless from any and all damage resulting from a discharge under this Section, including, without limitation, all costs, expenses and attorneys' fees. The Company agrees to notify the Union in writing of the name or names of all persons hired each month, no later than ten (10) days after the end of the month.

ARTICLE 4 - UNION DUES CHECKOFF

Section 4.1 - Checkoff:

For any employee who has voluntarily executed or who shall voluntarily execute a written authorization that complies with the requirements of Section 302(c) (4) of the Labor Management Relations Act of 1947, as amended, the Company shall deduct the initiation fees and dues uniformly required as a condition of acquiring or retaining membership in the Union, beginning with the month following the month in which the Company is both informed that the employee has become a member of the Union and the Company receives an executed copy of the aforementioned written authorization. Upon deducting said dues, the Company shall promptly transmit them to the Union.

ARTICLE 5 - SHOP STEWARD AND UNION ACCESS

Section 5.1 - Shop Steward:

The Company agrees to recognize the shop steward(s) designated by the Union. Steward(s) shall be allowed a reasonable amount of time during working hours for the purpose of investigating and disposing of grievances arising under this Agreement, but not at any time which would unreasonably interfere with the normal work duties of any employee covered by this Agreement or the normal operation of the business.

Section 5.2 - Union Access:

The Union business representative shall be admitted on the premises of the Company to transact Union business, provided that the business representative gives advance notice to the Company Manager and notifies the Company of his or her presence upon arriving at the Company facility, and provided further that the business representative meets only with employees on regular breaks or before/after their shift and his or her presence does not interfere with Company operations.

Section 5.3 - Bulletin Board:

The Company shall permit a Union bulletin board to be erected on its property at a location mutually determined by the Union and the Company, such bulletin board to be for the sole use of the Union. The Union shall be solely responsible for the expense of purchasing and maintaining the bulletin board. Postings by the Union shall be confined to official business of the Union. Notices of a nature derogatory toward the Company may not be posted.

ARTICLE 6 – GUARANTEED WORK WEEK

Section 6.1

The schedule of work for a full-time employee shall be no less than forty (40) hours in each work week.

Section 6.2

The provisions of this Article shall not apply where no work is available due to any emergency or circumstances beyond the control of the Employer. Any dispute as to the occurrence of any emergency shall be settled through the grievance procedure as set forth in Article 18 hereto.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

Section 7.1 - Work Week, Work Days and Starting and Quitting Times:

The work week, work days and starting and quitting times shall be established by the Company and may be changed by the Company at its sole discretion. A regular work day shall consist of an 8 1/2-hour shift with a 30-minute unpaid lunch period.

Section 7.2 - Overtime:

All time worked in excess of eight (8) hours in any work day or forty (40) hours in any work week will be considered overtime and will be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay for all such overtime hours worked. No employee shall be permitted to work overtime unless said overtime is authorized in advance by the supervisor. Time worked in excess of

twelve (12) hours in one (1) day or in excess of eight (8) hours on the seventh (7th) consecutive day of an employee's work week shall be paid at the rate of two (2) times the employee's regular hourly rate of pay for all such overtime worked. All overtime categorized as "day off overtime" or non-holdover overtime will be assigned according to the established sign-up sheet procedure. Company can mandate foreseeable overtime by inverse order of seniority not to exceed four (4) hours.

Section 7.2 A - Alternative Work Schedules:

When a four (4) day work week is scheduled by mutual agreement, hours worked in excess of ten (10) straight time hours in any one (1) day shall be paid for at the rate of one and one-half (1 ½) times the employee's current straight time hourly rate. Hours worked in excess of forty (40) straight time hours in any one (1) pay period week shall be paid for at the rate of one and one-half (1 ½) times the employee's current straight time hourly rate. Overtime hours paid for on a daily basis shall not be included in paying overtime on a weekly basis.

Section 7.3 - Mandatory Meetings:

Employees required by the Company to attend a meeting or other such business on their regular day off, shall receive a minimum of two (2) hours pay for all time spent attending a meeting on their day off.

ARTICLE 8 - WAGE RATES AND JOB CLASSIFICATIONS

Section 8.1 - Minimum Wage Rates:

During the term of this Agreement, no employee in the classification of Driver shall be paid less than the following rates of pay as of the dates indicated:

Employees shall receive the following increases:

Current wage rate	Effective 9/1/22	Effective 9/1/23	Effective 9/1/24	Effective 9/1/25
\$19.50	\$23.25*	\$23.90	\$24.55	\$25.20
\$19.75	\$24.00	\$24.75	\$25.50	\$26.25
\$20.00	\$24.25	\$25.00	\$25.75	\$26.50
\$20.80+	\$25.00	\$25.80	\$26.60	\$27.40

*Must have one year of service as of 9/1/22

The starting wage rate upon ratification will be \$23.00 per hour. Employees with less than one year of service as of 9/1/22 or who are hired after 9/1/22 will be paid at the \$23.00/hour start rate and going forward will receive a sixty-five cents (+\$0.65) wage increase each successive September 1st of the Agreement.

Section 8.2 - Merit Increases:

The wage prescribed in Section 8.1 are merely minimum rates of pay. The Company retains the right in its sole discretion to pay employees above the prescribed minimum rates.

Section 8.3 - Leads:

The Company may, at its discretion, select "Lead" Drivers, for certain shifts and duties. The Company shall have the right to select, assign, retain, and remove "Leads" at its sole discretion.

"Lead" Drivers shall receive one dollar (\$1.00) per hour above his or her regular straight time hourly rate of pay.

"Lead" Drivers, shall maintain seniority in their respective Driver classification.

Section 8.4 - Third Shift Premium:

Employees who work what is commonly known as the third shift (with a shift start time between 7:00 p. m. and 8:00 p. m.) shall receive one dollar and fifty cents (\$1.50) per hour above their regular rate for all hours worked.

Section 8.5 - Temporary Reassignment:

An employee may temporarily be assigned to perform the tasks of another job classification.

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

ARTICLE 9 - VACATIONS

Section 9.1 - Vacation Entitlement:

All full-time employees shall receive paid vacations in accordance with the following schedule:

<u>Calendar Years of Completed Continuous Service</u>	<u>Weeks of Vacation Entitlement</u>
1 year	1 week
2-5	2 weeks
6-14	3 weeks
15-20	4 weeks
21 +	5 weeks

Years of completed service shall include recognized years of service from previous employment for those employees hired prior to April 1, 2016.

Compensation for paid vacations shall be made concurrently as employees take vacation time off.

Section 9.2 - Vacation Pay Eligibility and Calculation:

Vacation pay shall be computed on the basis of forty (40) hours of regular straight time pay at the employee's regular rate when the vacation is taken for each week

of vacation entitlement. Vacation accrual caps based on years of service. Any unused vacation shall be paid out in the final paycheck in December each year.

Section 9.3 - Vacation Scheduling:

The vacation schedule shall be posted annually as of November 15th and employees shall exercise their choices by bidding seniority. The list shall be closed as of December 15th (final posting by December 31st) and subsequent vacation requests shall be made in writing on a first come, first served basis with seniority being the tie breaker. The Company will attempt to grant employees' preferences, but it retains the right to schedule vacations according to operational necessities. Employees shall be informed of the status of their vacation request in writing within ten (10) days of submission. The Company agrees to grant paid vacation to at least two (2) employees (one on day shift and one on night shift) each week/day throughout the year if bid by such employees in the appropriate manner according to the established vacation selection procedure where staffing within the work group permits.

ARTICLE 10 - HOLIDAYS

Section 10.1 - Holidays Observed:

Upon completion of one (1) year of service, employees will be guaranteed paid holidays as follows:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
July 4 th	(3) Personal Days
Labor Day	

Holiday pay is the equivalent of eight (8) hours paid at the employee's current straight time hourly rate.

Section 10.2 - Holiday Pay for Holidays Worked:

All employees shall be paid 1.5 times their regular hourly rate for all hours worked on recognized holidays in addition to eight (8) hours of holiday pay. Part-time employees must work the holiday to receive holiday pay. If any of the holidays fall within an employee's vacation period, the employee shall receive the holiday pay or an extra day of vacation with pay, in addition to vacation pay at the employee's option.

Section 10.3 - Eligibility Requirement:

To be eligible for a holiday listed above, an employee must be available for work his or her regularly scheduled work day preceding the holiday on the day of the holiday, and the regularly scheduled work day following the holiday, unless otherwise mutually agreed upon by the employee and the Company.

Section 10.4 - Personal Day Payout

Unused personal days will be paid out at the end of the calendar year upon written request (submitted no later than December 1), or unused personal days will carry over to the following year with no accrual in excess of the maximum.

ARTICLE 11 - SICKNESS/EMERGENCIES

Section 11.1 - Sickness/Emergencies:

If any employee is unable to report to work due to sickness or emergency, he or she must call the Manager or his designees at least two (2) hours in advance of his or her assigned shift(s) to request leave. Failure to give advance notice for such leave will be cause for discipline up to and including discharge. The Company reserves the right to require employees who are on leave for three (3) days or more to provide the Company with a signed statement from their physician verifying the sickness and releasing the employee to return to work.

Section 11.2 - Leave of Absence:

Full-time employees who have one (1) year or more of service with the Company may be eligible for a personal leave of absence without pay. This type of leave may be granted for up to six (6) months at management's sole discretion for urgent personal reasons (e.g., personal or family tragedy). Personal leaves will be granted only after the employee has used all accrued annual vacation and personal days.

Written requests for such leave stating the reasons for the leave must be submitted to the manager/supervisor and the Human Resources Department in the Chicago Support Office as soon as possible under the circumstances. Requests for any extensions of personal leave (in writing) must be submitted to and approved by the manager/supervisor and the Human Resources Department. In no case may a personal leave of absence last longer than six (6) months.

Vacation time, sick leave and personal time and other benefits will not accrue during the personal leave. The employee will be responsible for submitting to the Company the full cost of the insurance premiums in order to continue any group insurance coverage during any personal leave.

Section 11.3 - Sick Leave:

Per the San Diego Earned Sick Leave and Minimum Wage Ordinance, the Company will award all employees five (5) paid sick days on January 1st of each year. Paid sick days can be used for illness, injury, or medical appointment of their own or of their child, parent or spouse. Time off for medical and dental appointments may require verification in order to be eligible for this benefit. Sick leave may be taken in increments of one hour. Unused sick leave is not paid out upon termination of employment. Carry over of unused sick leave shall be in accordance with Company policy.

ARTICLE 12 - MATERNITY LEAVE

It is understood that maternity leave shall be granted with no loss of seniority for such period of time as the doctor shall determine that she is physically unable to return to her normal duties. Maternity leave must comply with applicable federal/state laws.

ARTICLE 13 - BEREAVEMENT LEAVE

All full-time employees who have completed six (6) months of continuous service 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 immediate family. Such leave should be requested and will be granted in relation to the leave time actually required. For purposes of this section, immediate family shall consist of a spouse, registered domestic partner, father, mother, grandparents, current mother-in-law, current father-in-law, brother, sister, son or daughter. Verification of death may be required.

All regular part time employees who have completed six (6) months of continuous service may be granted one (1) day of paid leave for the purpose of attending a funeral, making arrangements therefor or taking care of other matters related to the death of a member of the employee's immediate family. Such pay will only be provided if the employee's absence occurs on a day on which he or she was scheduled to work.

ARTICLE 14 - SENIORITY

Section 14.1 - Factors to be Considered:

It is agreed that in all cases of layoffs, recalls, increases or decreases in force, shift changes or job openings and promotions, the Company shall consider the following factors:

- (1) Length of continuous service
- (2) Ability to perform the work
- (3) Physical fitness

It is further understood and agreed that where factors (2) and (3) are relatively equal, length of continuous service shall govern.

All openings as described above shall be posted on the Company bulletin board as soon as known, with a copy of said notice given to the Union steward.

- A) When a vacancy in a position or work schedule becomes available (or if there is an increase in the workforce), it shall be subject to bid by all eligible employees. The open/new position shall be filled by the most senior bidder according to their seniority standing as either a full-time employee or a part-time employee, respectively.
- B) The opening created by A) if any, shall be subject to bid by all eligible employees. This opening shall be filled by the most senior bidder according to their seniority standing.
- C) Subsequent openings, if any, shall be filled by seniority according to those employees who participate in the prior bid administered under B).
- D) Only employees who have worked their current schedule for a minimum of ninety (90) days are eligible to bid on an open position or work schedule.

- E) Bids for full time and part time employees shall be administered separately for the employees within those respective work groups according to their seniority standing within those work groups.
- F) Separate seniority lists shall be maintained for full-time and part-time employees. Employees (voluntarily) changing from one seniority list to the other shall go to the bottom of the seniority list but retain their original seniority date.

Part-time employees will be offered available overtime only after full-time employees have been asked.

Part-time employees will be guaranteed four (4) hours of work or four (4) hours of pay for each scheduled day they report to work.

Part-time employees who have worked a minimum of four (4) consecutive hours will be entitled to a ten (10) minute paid break.

Part-time employees will be laid off in order of seniority. Part-time employees will be recalled in order of seniority to work hours scheduled by the Employer.

Section 14.2 - Breaks in Continuous Service:

Continuous service shall be broken and an employee shall lose all seniority by the employee's: a) discharge; b) voluntary resignation; c) layoff for a continuous period of more than six (6) months unless Federal, State, County, City or any other government entity requires closure or opening at reduced capacity beyond six (6) months; d) failure to return from layoff as directed by the Company; and e) absence from work for one (1) day without notifying the Company or without sufficient cause.

Section 14.3 - Seniority Lists:

The Company and the Union agree that employees will be placed on a seniority list according to their date and hour of employment including employment with a previous Employer for those employees hired prior to April 1, 2016.

New employees will be added to the seniority list as of the date and hour of employment. Every twelve (12) months, the Company shall prepare and post a list of employees in order of their seniority. Copies of such list shall be made available to the Union upon request. Within seven (7) days after the posting of the initial seniority list under this Agreement, an employee may file a grievance with respect thereto, but after such seven (7) day period, no grievance may be filed by an employee with respect to such seniority list.

Section 14.4 - Layoff:

In the event of a layoff, the last employee hired shall be the first employee laid off, and, in rehiring, the last employee laid off, provided he or she is capable and qualified, shall be the first employee hired.

Section 14.5 - Master Shift Bid:

There will be a minimum of one (1) Master Shift bid per year which will be adhered to until the next Master Shift bid. Such Master Shift bid shall occur in the last quarter of the calendar year prior to the vacation selection bid. A copy of such Master Shift bid notice will be posted and forwarded to the designated shop steward(s). Master Shift bids for full-time and part-time employees shall be administered separately.

ARTICLE 15 - UNIFORMS

Section 15.1 - Uniforms:

The Company has the right to require employees to wear uniforms of its choice which must be worn in a neat and proper manner acceptable to the Company. The uniform shall be provided at the Company's expense, which shall only be provided by the Company after the employee completes the probationary period. The Company may require the employees to post a reasonable deposit to ensure the return of the uniforms and for protection against damage and abuse, normal wear and tear excepted.

Section 15.2 - Rain Gear:

The Company agrees to furnish lightweight rain jackets with hoods for the use of bus drivers. Such equipment shall be kept by the Company and made available upon request and must be returned after each use. Failure to return gear will cause driver to be financially responsible for the replacement of the rain jacket unless such failure is through no fault of the driver.

ARTICLE 16 - MANAGEMENT RIGHTS

Section 16.1 - Management's Rights:

The Union recognizes that there are rights and responsibilities belonging solely to the Company in managing the business, directing the working force, and controlling the Company's business and operations, such as, but not limited to, providing for the administration of its business, determining the prices and fees charged for its services, controlling the use of the physical locations of its business, buildings, and other property owned or in possession of the Company, to change, schedule, revise, or improve operating procedures or methods, equipment and facilities, to study, evaluate, and introduce new services and locations of its operations, or to change existing services, methods or procedures, to determine the type and scope of operations, the number and locations of its facilities.

Section 16.2 - Rules and Regulations:

The Company reserves the sole and exclusive authority to draft, issue, implement, enforce and withdraw reasonable rules of conduct and reasonable regulations as it deems necessary. Any infraction of these rules constitutes cause for disciplinary action, up to and including discharge. The Company will provide the Union and employees with copies of any new or changed rules when they come into effect.

Section 16.3 - Discharge and Discipline:

The Company retains the right to discipline and discharge employees where just cause for same exists. The Company will give a terminated employee notice of termination and reason or cause for such.

The Company will remove progressive discipline from an employee's file after twelve (12) months (January 1 – December 31) from the date of discipline.

Section 16.4 - Supervisors:

It is understood that supervisors shall not perform work within the jurisdiction of the Union except in an emergency or for purposes of instruction and training.

Section 16.5 - Rest and Meal Periods:

All employees are entitled to two (2) paid ten (10) minute breaks and one (1) (30) minute unpaid lunch break in each (8) hour shift. At the request of the Employer, the Employer and employee may mutually agree in writing to waive the thirty (30)

minute lunch period, and the employee shall be compensated for the thirty minutes.

ARTICLE 17 - NO STRIKES OR LOCKOUTS

Section 17.1 - No Strike Agreement:

There shall be no strikes, work stoppages, slowdowns, picketing, sit-downs, sympathy strikes, handbilling, boycotting or any other concerted curtailment of or interference with work of any kind for any reason whatsoever.

Section 17.2 - Company Remedies:

For any breach of the undertakings or violations of the provisions of this Article 17, an employee may be discharged by the Company or be administered discipline by it in any lesser form as it shall deem appropriate. No Arbitrator shall have authority to reduce or in any other manner alter the degree of punishment applied by the Company for violations of this Article. Moreover, in the event of a violation of this Article by the Union, the Company may, at its sole discretion, cancel this Agreement at any time between the second (2nd) day after the violation has commenced and the day of its settlement; prompt notice of such cancellation must be given to the Union to be effective. In addition, the Company has the right, without prior resort to the grievance and arbitration procedure of this Agreement, to seek specific performance of this Article in state or federal court.

Section 17.3 - No Lockout:

There shall be no lockout of employees during the term of this Agreement.

ARTICLE 18 - GRIEVANCE PROCEDURE

All question, disputes and controversies arising under this Agreement, or any supplement hereto, shall be adjusted and settled in the manner provided in this Article, unless otherwise expressly provided in the Agreement.

The procedure of such adjustment and settlement shall be as follows:

Step 1: Any grievance of an employee shall first be taken up, informally, between such employee and the immediate supervisor.

Step 2: Failing settlement under step 1, the grievance will be reduced to writing, signed by the complainant and presented by his Union Representative to the Facility Manager not later than ten (10) calendar days after the grievance arose except in the case of discharge, discipline or alleged seniority provision violation in which case the grievance must be presented within five (5) calendar days of said discharge, discipline or seniority provisions violation, otherwise the grievance will not be eligible for the further provision of this Article.

The response of the Facility Manager to the written grievance must be given with fourteen (14) days from the date it is received by the Facility Manager, unless an extension of time is mutually agreed upon by both parties.

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 ten (10) working days thereafter, unless the Mediator requires additional time. If either party objects to the Mediation step, they may refer the matter to Arbitration. 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 and timely suspension or discharge warning notice(s) in order for a Mediator/Arbitrator to adjudicate them.

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 Services, with each said 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 the Power of the 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 19 - EXAMINATIONS

If the Company requests an employee to undergo a physical examination, or if a physical examination is required for an employee's acquisition or renewal of a Commercial Driver's License, the Company must bear the cost of said examination. New applicants required to take physical examinations before being employed will not be compensated for their time, but the full cost of the examination must be borne by the Company. The Company reserves the right to choose the provider of this service, and failure to use the Company's provider relieves the Company of this obligation.

The Company will conduct physical examinations and tests in accordance with Department of Transportation regulations.

ARTICLE 20 - HEALTH INSURANCE

The Company agrees to offer employees who regularly work thirty (30) or more hours per week health, dental and vision coverage with Western Alliance Trust (WAT). For existing employees, the Company calculates hours worked in October of each year to determine benefit eligibility for the following year. Full time employees who are hired during a calendar year and who work thirty (30) or more hours per week will be eligible for benefits on the first of the month following sixty (60) days of employment.

Effective January 2021, Employees cost for the Western Alliance Trust (WAT) will be as follows:

Monthly Kaiser HMO with dental and vision		
	1/1/2022	1/1/2023 – 1/1/2026
Employee Only	\$60.00	\$60.00
Employee +1	\$475.30	TBD
Family	\$870.50	TBD

Monthly Union Blue Cross HMO with dental and vision		
	1/1/2022	1/1/2023 – 1/1/2026
Employee Only	\$60.00	\$60.00
Employee +1	\$540.60	TBD
Family	\$950.50	TBD

For years 2023, 2024, 2025 and 2026, all increases in the cost of dependent coverage under the plans outlined above will be shared 50% - 50% between the employees and the Company.

Employees who elect coverage after the ratification of the 1/1/19 – 6/30/21 Agreement and any newly hired employees who elect coverage will be eligible for the following plan.

Monthly Kaiser HMO with dental and vision		
	1/1/2022	1/1/2023 – 1/1/20262
Employee Only	\$60.00	\$60.00
Employee +1	\$475.30	TBD
Family	\$870.50	TBD

Monthly SIMNSA with dental and vision		
	1/1/2022	1/1/2023 – 1/1/20262
Employee Only	\$60.00	\$60.00
Employee +1	\$155.50	TBD
Family	\$299.00	TBD

For years 2023, 2024, 2025 and 2026, all increases in the cost of dependent coverage under the plans outlined above will be shared 50% - 50% between the employees and the Company.

ARTICLE 21 - MAINTENANCE OF STANDARDS

The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials, bonuses, fringe benefits, and general working conditions shall be maintained at not less than the standards in effect at the time of the signing of this Agreement, or its effective date, whichever is earlier, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 22 - 401(K) PLAN

Effective on the first of the month following ratification of this Agreement, bargaining unit employees may participate in the SP Plus (401k) Plan on a voluntary basis.

The Company will match fifty (50) cents (\$0.50) for every one dollar (\$1.00) contributed up to 6%. Employees will be eligible for match contributions on the first quarter following one full year of service.

ARTICLE 23 - UNION PREROGATIVES

Should there be any dispute between the Airport and any other Union which results in an authorized picket line at the place of employment of such pickets, it shall not be cause for discharge or disciplinary action in the event an employee refuses to cross a lawful picket line that has been sanctioned by Joint Council of Teamsters No. 42, provided that the Union gives the Company no less than forty-eight (48) hours notice of any such pickets.

ARTICLE 24 - ASSIGNMENTS

The Union recognizes that the Company operates the car rental transportation services concession at Lindbergh Field subject to the procedures established by the San Diego County Regional Airport Authority ("Airport Authority"). It is specifically recognized and understood that the operating agreement granted to the Company may be terminated by the Airport Authority prior to the expiration date of the labor agreement set forth below. In recognition of this possibility, the Union agrees that in the event the Company loses the right to manage the car rental transportation services concession at Lindbergh Field, this labor agreement shall also terminate effective as of the same date that the Company's agreement with the airport authority terminates.

The Union binds itself to hold this contract in force to its termination and agrees that no part of this agreement shall be assigned to any labor organization without the consent of the parties hereto.

ARTICLE 25 – EMPLOYEE SAFETY INCENTIVE PROGRAM

The Company will recognize drivers who incur no at fault accidents or vehicle damage with a \$50.00 net safety bonus over a six (6) month period (January – June and July - December).

ARTICLE 26 – SUCCESSORS AND ASSIGNS

This agreement shall be binding in its entirety upon the parties hereto, their successors, assignees, and transferees, and no provision, terms or obligations herein contained shall be effected, modified, altered or changed in any respect whatsoever, by any change in the regular status, ownership or management of either party herein.

The parties further agree that no employee in the bargaining unit shall be placed in any worse position with respect to pensions, seniority, wages, sick leave, vacation, health and welfare insurance, or any other benefits by reason of the employees transfer to any new employing unit and which replaces the current employer (SP Plus Corporation) as the employer of the parking employees.

ARTICLE 27 – DURATION

Section 26.1 - Term:

This Agreement shall remain in full force and effect from September 1, 2022, to August 31, 2026, and from year to year thereafter unless either party gives notice of desire to terminate or reopen the Agreement for the purpose of amending certain provisions therein. Such notice shall be in writing and shall be given at least sixty (60) days prior to August 31, 2026 or any subsequent anniversary date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FOR THE UNION

By: Yuri
Title: SECRETARY - TREASURER
Date: 10/7/22

By: Daryl Lopez
Title: Field Representative
Date: October 7, 2022

FOR THE COMPANY

By: Jim Finch
Title: SVP West Airports
Date: 11/1/2022

By: _____
Title: _____
Date: _____

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

Field Representative: Elizabeth Lopez