

ACE PARKING MANAGEMENT, INC.

AND

TEAMSTERS LOCAL

481

AGREEMENT

FOR

SNAPDRAGON STADIUM,

SAN DIEGO PETCO PARK & PECHANGA (SPORTS ARENA)

EFFECTIVE
JANUARY 1, 2023
THROUGH
DECEMBER 31, 2027

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AGREEMENT

THIS AGREEMENT, made and entered into by and between ACE PARKING MANAGEMENT, INC., hereinafter referred to as "Employer," and the AUTOMOTIVE & ALLIED INDUSTRIES EMPLOYEES TEAMSTERS, LOCAL UNION NO. 481, an affiliate of the International Brotherhood of Teamsters, AFL-CIO, hereinafter referred to as "Union," shall apply to all employees that are covered by the classifications set forth in Appendix "A" employed by Employer at the Snapdragon Stadium , San Diego Petco Park & Pechanga (Sports Arena). The terms of this Agreement shall become effective as of January 1, 2023.

PROVISIONS

ARTICLE 1 – UNION SECURITY

Section 1 - Hiring of Employees:

Only Union members shall be retained in employment. For the purpose of this section, "Union members" shall be defined to mean employees who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

All employees covered by this Agreement shall become Union members within thirty-one (31) days from the effective date of this Agreement or within thirty-one (31) days from the date of employment, whichever is later, and shall remain Union members as a condition of continued employment. Only those employees in the job classifications set forth in each attached Addendum shall be covered by this Agreement.

Section 2 - Union Recognition:

It is agreed that the signing of this Agreement shall constitute recognition of the Union and it is further agreed that no member shall be discharged for activity in representing the Union.

Section 3 - Union Security:

When new or additional employees are needed, the Employer shall notify the Union of the number and Classification of employees needed and the Union shall have a reasonable opportunity to refer applicants for the vacancies to be filled, provided, however:

- A. Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.
- B. The Employer retains the right to reject any job applicant referred by the Union.
- C. The parties agree to post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring arrangement, including the safeguards that are deemed essential to the legality of this hiring Agreement.
- D. The Employer agrees within forty-eight (48) hours of the date of hiring to notify the Union of the name or names of all persons hired. It shall be the employee's responsibility to keep the Employer informed of his address or telephone number changes on forms provided by the Employer.
- E. The Employer further agrees to furnish the Union with a copy of a list of the employees working in the previous month and the number of hours worked.

Section 4 - Nondiscrimination:

Neither the Employer nor the Union, in carrying out their obligations under this Agreement, shall discriminate in any manner whatsoever against any employee because of race, sex, political or religious affiliation, nationality, physical disability, veteran status or age.

ARTICLE 2 - WORK SCHEDULE

Section 1

Employees shall be contacted at least 72 hours in advance of any event they are scheduled to report for work.

Section 2

Employees shall be scheduled to work shifts and be paid for a minimum of three (3) hours for Qualcomm Stadium and Petco Park events. Employees shall be paid for all hours worked. If an employee reports to work and is not put to work due to the gates not being opened, he/she must be paid for one-half (1/2) of their scheduled shift or three (3) hours pay, whichever is greater. Reporting time pay is not due when work is interrupted by an "act of God" or other causes not within the Employer's control, such as the closing of the gates due to fires or severe weather, which causes the closing of operations. Employees who voluntarily leave early (with Management's approval) will be paid for all hours worked.

Scheduling of employees to work special events outside of the Qualcomm Stadium and Petco Park venues shall be voluntary. If an employee reports to work for such events and is not put to work due to the gates not being opened, he/she must be paid for one-half (1/2) of their scheduled shift or two (2) hours pay, whichever is greater. Reporting time pay is not due when work is interrupted by an "act of God" or other causes not within the Employer's control, such as the closing of the gates due to fires or severe weather, which causes the closing of operations. Employees who voluntarily leave early (with Management's approval) will be paid for all hours worked.

Section 3

The Employer shall schedule one-half of the force for each event by seniority.

ARTICLE 3 - SENIORITY

Section 1 - Seniority Established:

- A. An employee's seniority shall be by last date of hire in the employee's job classification.
- B. A list of employees in the order of their seniority in job classification shall be posted in a conspicuous place at the place of employment. Such lists shall be kept current and copies shall be available to the Union upon request. However, up to thirty (30) days after the posting, an employee who believes there is a controversy of his seniority standing on such list shall submit his complaint through the grievance procedure. If no controversy exists after thirty (30) days of the posting of the seniority list, the list shall be deemed established.

Section 2 - Layoff and Recall:

Reduction of forces due to lack of work shall be by seniority. The last employee hired shall be the first laid off. Recall shall be in the reverse order. When such employee's original job becomes available, they shall be returned to it as long as they are qualified to perform such a job.

Section 3 - Seniority Broken:

Seniority shall be broken by (1) discharge, if not reinstated, (2) resignation or quit, or (3) layoff from the Employer exceeding the employee's seniority, but not to extend beyond one year, unless Federal, State, County, City or any other government entity requires closure or opening at reduced capacity beyond one (1) year (unless employee declines a valid job recall).

Section 4 - Seniority and Leave of Absence:

A leave of absence granted by the Employer shall not interrupt the continuity of seniority.

Section 5

If the Employer has notified the employees seventy-two (72) hours prior to the scheduled event:

- A. Employees who are so scheduled to work and who do notify the Employer of their unavailability to work a scheduled event for which the employee is scheduled to work, at least twenty-four (24) hours before the employee is scheduled to report to work, shall be moved to the bottom of the seniority list for the next succeeding event that the employee would otherwise have been scheduled to work. After the occurrence of the next succeeding event, the employee shall be returned to his/her former position on the seniority list.
- B. Any employee shall be excused from working an event which he/she is scheduled to work within the 72-hour period immediately preceding his/her scheduled starting time for legitimate reasons, such as, proven illness and other established valid reasons. Employees so excused shall retain their place on the seniority list for future events.
- C. Any employee who is scheduled to work an event and declines two or more events in one calendar month without sufficient excuse, such as, proven illness, vacation from the employee's regular employment, and other established valid reasons, shall be moved to the bottom of the seniority list for the succeeding calendar month. After the expiration of the month during which the employee is placed on the bottom of the list, the employee shall resume his/her former position on the seniority list.
- D. Employees not scheduled to work a specific event on the Employer's monthly work schedule shall not have their standing on the seniority list altered pursuant to these provisions (Article 3, Section 1, Paragraphs A and B) unless notified in writing by the Employer at least one hundred sixty-eight (168) hours prior to their newly scheduled starting time that they are not scheduled to work a specific event. Thus, employees requested by the Employer to work on a short notice basis not previously scheduled, are not subject to having their seniority adjusted.

ARTICLE 4 - PROTECTION OF WORK RIGHTS

Section 1

There shall be no stoppage or slowdown of work, strike or lockout during the life of this Labor Agreement for any cause whatsoever; however, refusal of members of the Union to pass through a picket line placed at the Employer's location by any other Union will in no manner violate this clause, provided that said picket line shall be sanctioned by Joint Council of Teamsters #42 of the International Brotherhood of Teamsters.

ARTICLE 5 - CONDUCT OF EMPLOYEES

Section 1

The Employer will not discharge or suspend any employee without just cause and shall give at least one warning of the complaint against such employee in writing to the Union and the employee before he is discharged or suspended for a repetition of the same complaint. Such notice shall expire after nine months. Discharge or suspension must be by proper written notice to the employee affected with a copy sent to the Union. No warning notice need be given in the case of proven dishonesty, being under the influence or possession of narcotics or intoxicating beverages, or possession or drinking the latter while on duty, willful destruction of the property of the Employer, or proven theft.

Section 2

An employee may request an investigation of his discharge or suspension or any warning notice and the Union shall have the right to protest any such discharge, suspension or warning notice. Any such protest shall be presented to the Employer in writing within ten days, exclusive of Saturdays, Sundays and holidays, after the discharge, suspension or warning notice and, if not presented within such period, the right of protest shall be waived.

Section 3

The Employer shall give to a discharged employee a written notice of termination and at the same time send a copy to the Union.

Section 4

An employee who either: (1) Fails to notify the Employer of his/her unavailability for work as contemplated by Article 3, Section 5(A) subject to the provisions of Article 3, Section 5(B); or (2) declines an event without sufficient excuse as contemplated by Article 3, Section 5(C), shall be given a warning of discharge as required by this Article 5. If a second failure to notify or declination of an event, occurs within six months thereafter, the employee shall be discharged and such shall be considered to be just cause. The warning in the first instance and the discharge for the second instance shall be for two failures to notify, two declinations, or a combination of failure to notify and declination of an event.

ARTICLE 6 - GRIEVANCE PROCEDURE

The parties to this Agreement can extend time limits in each step of the grievance procedure as may be mutually agreed upon.

All questions, 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: An aggrieved employee shall first take up the matter with his/her immediate supervisor no later than five (5) working days after the date of the event that caused the grievance.

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 Personnel Director 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 Personnel Director to the written grievance must be given within fourteen (14) days from the date it is received by the Personnel Director, 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 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. The employee must file a timely grievance(s) on a disputed 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 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 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 7 - SUPERVISORY EMPLOYEE

Section 1

It is understood that employees not covered under this Agreement shall not perform work within the jurisdiction of the Union except in the case of an emergency or for purposes of instruction or training or where the complement of regular employees is temporarily reduced due to absence due to illness or other legitimate reasons, or where the work load is temporarily increased. Exceptions are not to exceed one workday.

ARTICLE 8 - UNIFORMS

Section 1

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniforms shall be furnished and maintained by the Employer at no cost to the employee. The employee will be held responsible for these items except for normal wear and tear. During periods of inclement weather, the Employer agrees to provide wet weather ponchos to those employees exposed to such conditions during their work shift.

ARTICLE 9 - WORK EQUIPMENT

Section 1

The Employer agrees to furnish equipment necessary for the performance of the employee's work, e.g., flashlights, whistles, and wet-weather clothing.

The above equipment shall be used or worn in the manner prescribed by the Employer and employees will be held responsible for these items except for normal wear and tear.

ARTICLE 10 - UNION REPRESENTATIVES

Section 1

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.

ARTICLE 11 - WORK BREAKS

Section 1

It is agreed and understood that the employees will be given reasonable breaks during their shift. Employees shall receive at least ten (10) minutes paid rest break for every four hours worked, and a 30 minute unpaid meal period if an employee works more than five hours.

ARTICLE 12 - ACCESS TO EVENTS

Section 1

Whenever practicable, employees will be permitted to view the events after completion of their shift.

ARTICLE 13 - HOLIDAYS

Section 1

Employees who have completed one year of continuous employment shall receive double time their regular rate of pay for work performed on:

New Year's Eve	Labor Day
New Year's Day	Veteran's Day (as observed by Federal Government)
Martin Luther King 's Birthday	Thanksgiving Day
Easter Sunday	Day After Thanksgiving
Memorial Day	Christmas Eve
July 4th	Christmas Day
Employee's Birthday	Presidents Day

ARTICLE 14 - VACATIONS

Section 1

Employees having had two (2) years of service with the Employer shall be granted one (1) day (8 hours pay) vacation with pay provided the employee works a minimum of two hundred (200) hours during the year.

Section 2

Employees having had three (3) years of service with the Employer shall be granted two (2) days (16 hours pay) vacation with pay provided the employee works a minimum of two hundred (200) hours during the year.

Section 3

Employees having had five (5) years of service with the Employer shall be granted three (3) days (24 hours pay) vacation with pay provided the employee works a minimum of two hundred (200) hours during the year.

Section 4

Employees having had ten (10) years of service with the Employer shall be granted seven (7) days (56 hours of pay) vacation with pay provided the employee works a minimum of two hundred (200) hours during the year.

Section 5

Employees having had fifteen (15) years of service with the Employer shall be granted eight (8) days (64 hours of pay) vacation with pay provided the employee works a minimum of two hundred (200) hours during the year.

Section 6

Paid vacation shall be administered according to Company Policy in regards to employees requesting time off in advance and obtaining management approval. An employee's vacation time may accrue up to a maximum of 1 ½ times the team

member's current annual rate of accrual. Once the cap is reached, no further vacation time will accrue until some vacation time is used. Use of paid vacation hours shall count as hours worked to calculating vacation eligibility.

ARTICLE 15 - SICK LEAVE

All employees will accrue five (5) paid sick days per year in compliance with the San Diego Earned Sick Leave and Minimum Wage Ordinance that can be used for illness, injury, or medical appointment of their own or of their child, parent or spouse.

ARTICLE 16 – 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 17 - DUES CHECK-OFF

Section 1

The Employer, at the request of the Union, is to deduct from the wages of employees, membership dues 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.

Section 2

The Employer agrees to deduct from the paycheck of any employee covered by this Agreement voluntary contributions to DRIVE. The Employer shall remit on a monthly basis to Local 481 DRIVE, in one lump sum, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's check.

ARTICLE 18 - SUCCESSORS AND ASSIGNS

Section 1

This Agreement shall be binding upon any and all successors and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation, or otherwise as provided by law.

ARTICLE 19 - SAFETY MEASURES

The Employer shall make reasonable provisions required by law, for the safety of its employees during the hours of their employment.

ARTICLE 20 - TERM OF AGREEMENT

Section 1

THIS AGREEMENT shall remain in full force and effect from January 1, 2023, until December 31, 2027, and from year to year thereafter unless either party gives notice of desire to terminate or reopen the Agreement on December 31, 2027 or any subsequent yearly term, to amending certain provisions herein. Such notice shall be in writing and shall be given at least sixty (60) days prior to December 31, 2027, or any subsequent yearly anniversary date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2023.

SIGNED FOR THE UNION

By: Victor Torre

Title: SECRETARY - TREASURER

Date: 2/14/23

By: Elizabeth Lopez

Title: Field Representative

Date: February 14, 2023

SIGNED FOR THE EMPLOYER

By: [Signature]

Title: C.E.O

Date: 2-9-2023

By: [Signature]

Title: EVP, Member Services

Date: 2/10/23

AUTOMOTIVE AND ALLIED
INDUSTRIES EMPLOYEES
TEAMSTERS LOCAL UNION NO. 481

ACE PARKING MANAGEMENT, INC.

APPENDIX "A"

San Diego Snapdragon Stadium, San Diego Petco Park & Pechanga (Sports Arena) Parking Lot Employees' Wage Scale

Classification -- Parking Lot Employees:

	January 2023	January 2024	January 2025	January 2026	January 2027
Start	\$16.35	\$16.70	\$17.00	\$17.35	\$17.70
1 year	\$16.85	\$17.20	\$17.55	\$17.90	\$19.00
2 years	\$17.10	\$17.60	\$18.15	\$18.70	\$19.25
3 years	\$17.35	\$17.90	\$18.40	\$19.00	\$19.50
4 years	\$17.80	\$18.30	\$18.80	\$19.30	\$19.80
5 years	\$18.30	\$18.85	\$19.40	\$19.95	\$20.50
15 + years	\$19.00	\$19.60	\$20.20	\$20.80	\$21.40

The Company reserves the right to increase an employee's wage rate beyond the minimum wage scale above.

In the event that a government change in labor/wage law increases the minimum wage higher than the start rate in Appendix A, Ace and the Union may open discussions regarding a possible change to the wage table in Appendix A. However, Ace is under no obligation to grant a wage increase beyond that which is required by law.

Lead Pay:

The Company may appoint a Lead(s). This person(s) shall not have the authority to hire, fire or discipline. Employees appointed as Lead person(s) shall receive a minimum of an additional seventy cents (\$0.70) per hour over the amount due under the wage scale shown above. The Company shall have the sole discretion in the appointment of Lead person(s).

Training Pay

The Company may appoint a Trainer. Employees appointed as a Trainer(s) shall receive a minimum of an additional sixty cents (\$0.60) per hour the employees base rate of pay. The Company shall have the sole discretion in the appointment of the Trainer(s).

Letter of Understanding

Between

Ace Parking Management, Inc.

And

Teamsters Local 481

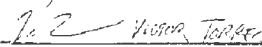
The parties agree that this contract shall cover employees working at:

1. The San Diego Snap Dragon Stadium;
2. Event parking associated with Petco Park, including Tailgate lot; Padre Parkade; Lexus Lot, and MTS Tower
3. Pechanga (aka Sports Arena)

The parties agree that this Collective Bargaining Agreement (CBA) supersedes the city and County of San Diego Living Wage Ordinance as well as any other conflicting municipal charter, statutes, special acts, or regulations

To the fullest extent permitted, this Agreement, including the rates of pay and vacation accrual shall operate to waive any provisions of the San Diego city or county Living Wage Ordinance and other municipal charter, statutes, special acts, or regulations and shall be considered to have fulfilled all requirements of said Ordinance as presently written, and/or amended during the life of this Agreement

SIGNED FOR THE UNION:

By: 

Title: SECRETARY - TREASURER

Date: 2/14/23

**AUTOMOTIVE AND ALLIED
INDUSTRIES EMPLOYEES
TEAMSTERS LOCAL UNION NO. 481**

SIGNED FOR THE EMPLOYER

By: 

Title: C.F.O.

Date: 2-9-2023

ACE PARKING MANAGEMENT, INC.