

AGREEMENT
BETWEEN
TEAMSTERS UNION
LOCAL 481



And
ACE PARKING MANAGEMENT, INC.

(Airport Dispatchers, Shuttle Drivers and CSR's/Lot Attendants)

January 1, 2022— December 31, 2026

Field Representative : Elizabeth Lopez
(619) 282-2187

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(Airport Dispatchers, Shuttle Drivers and CSR's/Lot Attendants)
AND
TEAMSTERS LOCAL 481

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TABLE OF CONTENTS

| | |
|--|----|
| AGREEMENT..... | 1 |
| ARTICLE 1 - DEFINITIONS..... | 1 |
| ARTICLE 2 - RECOGNITION..... | 2 |
| ARTICLE 3 - UNION..... | 2 |
| ARTICLE 4 - NONDISCRIMINATION..... | 3 |
| ARTICLE 5 - PROBATIONARY PERIOD | 3 |
| ARTICLE 6 - SENIORITY | 3 |
| ARTICLE 7 - GUARANTEED WORK WEEK | 5 |
| ARTICLE 8 - PAY PERIOD AND PAYROLL DEDUCTION..... | 5 |
| ARTICLE 9 - WORKING HOURS AND OVERTIME | 5 |
| ARTICLE 10 - VACATIONS..... | 6 |
| ARTICLE 11 - HOLIDAYS | 7 |
| ARTICLE 12 - HEALTH AND WELFARE..... | 8 |
| ARTICLE 13 - SICK LEAVE..... | 9 |
| ARTICLE 14 - BEREAVEMENT LEAVE | 9 |
| ARTICLE 15- MATERNITY LEAVE | 9 |
| ARTICLE 16 - 401(K) PLAN | 10 |
| ARTICLE 17 - UNIFORMS | 10 |
| ARTICLE 18 - DISCIPLINARY ACTIONS..... | 10 |
| ARTICLE 19 - GRIEVANCE PROCEDURE..... | 12 |
| ARTICLE 20 - BUSINESS AGENT | 13 |
| ARTICLE 21 - MANAGEMENT PREROGATIVES..... | 13 |
| ARTICLE 22 - PRODUCTION | 13 |
| ARTICLE 23 - UNION PREROGATIVES | 14 |
| ARTICLE 24 - COOPERATION | 14 |
| ARTICLE 25 - JOB CLASSIFICATIONS AND WAGE RATES | 14 |
| ARTICLE 26 -EARLY TERMINATION OF LABOR AGREEMENT | 14 |
| ARTICLE 27 - LICENSE REQUIREMENTS | 15 |
| ARTICLE 28 - SUCCESSORS AND ASSIGNS | 15 |
| ARTICLE 29 -TERM OF AGREEMENT | 16 |
| APPENDIX "A" | 17 |
| RATIFICATION BONUS..... | 21 |
| LETTER OF UNDERSTANDING..... | 22 |

AGREEMENT

This Agreement made and entered into as of the first day of January 1, 2022, by and between Ace Parking Management, Inc., herein referred to as "Employer", and Local 481, hereinafter referred to as "Union", an affiliate of the International Brotherhood of Teamsters.

ARTICLE 1 - DEFINITIONS

1. "Employee" or "employees" is defined as all employees of the Employer whether employed full time, part time or short hour and on call, working within the classifications set forth in the Appendix "A" attached hereto and made a part of this Agreement, excluding office and clerical employees, supervisory employees with authority to hire, promote, discharge, discipline or otherwise affect changes in the status of employees or effectively recommend such action.
2. Regular full time employees are defined as those who normally have a set schedule to work at least forty (40) hours per week.
3. Regular part time employees are defined as those who normally have a set schedule to work at least twenty (20) hours per week.
4. Regular part time employees are eligible for vacation pay and holiday pay.
5. Short hour employees are defined as those who normally have a set schedule to work less than twenty (20) hours per week.
6. On-call employees are defined as those who fill-in" on an as needed basis. They are not regularly scheduled. They can work anywhere from 0-40 hours per week and their assignments are subject to the direction of management.
7. Upon hire, employees shall be notified, in writing, of their status (full-time, part-time, short hour or on-call). Should this work status change for any reason, such employees shall also be notified by the Employer in writing. Such notice of change in work status shall be provided to the Union office on a monthly basis as well.
8. Any employee who is currently not classified as Full-Time who works on average thirty (30) hours or more per week during the preceding twelve (12) month measurement

period (personal or ACA) will be reclassified to Full Time, beginning the 1st day of the following month.

Any employee who is currently not classified as Part-Time and who works a set schedule of twenty (20) hours or more a week for six (6) consecutive months will have their work status changed to Part-Time.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the exclusive representative for all shuttle employees of Employer in the classification shown in Appendix "A" in the County of San Diego for the purpose of collective bargaining. This Agreement shall cover all such employees.

ARTICLE 3 - UNION

1. Only Union members shall be retained in employment. For the purposes 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. All employees covered by this Agreement will be or become members in good standing of the Union. Employees must become a member of the Union by the end of the succeeding payroll period after thirty-one (31) days from the date the employee starts to work.

2. All employees, upon hire, will be requested to sign an authorization for payroll deduction form and the Employer shall deduct from the wages of each employee an amount equal to the regular monthly dues and the amount of the initiation fee of the Union. Such deductions shall be made on the pay day immediately preceding the end of the calendar month, to be applied to the following month's dues, and shall be transmitted together with a list of the names of the employees from whose pay deductions are made.

3. 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 that employee's check.

4. The Employer shall, on or before the fifth (5th) of the month, by mail, notify the Union of all new hires during the previous month.

5. Upon hiring or rehiring an employee covered by this Agreement, the Employer shall provide the employee with a Union registration form setting forth his hire date, classification, and pay rate and direct the employee to convey the form to the Union office within fourteen (14) calendar days. Upon registration, the Union shall endorse the form and return a copy to the Employer.

6. The Employer agrees to provide suitable space for a Union Bulletin Board, located at a place mutually determined by the Employer and the Union. Postings by the Union on the board are to be confined to official business of the Union.

7. The Employer agrees, subject to landowners' approval, to display to the public the Union shop card, which shall be furnished by the Union.

8. Employees shall have the right to wear Union buttons.

ARTICLE 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, religious affiliation, nationality, physical disability, veteran status, or age.

ARTICLE 5 - PROBATIONARY PERIOD

Upon hire all employees will undergo an initial 120 calendar day review period during which each employee will be closely observed to determine if they can adapt to the varying pressures of the business and are able to learn and adhere to Company policies. Employees may be terminated at any time during this period without recourse through the grievance procedure.

ARTICLE 6 – SENIORITY

1. "Seniority" is defined as an employee's length of continuous service with the Employer, within the bargaining unit, measured in calendar days from the first day the employee actually worked for the employer on or after the employee's most recent date of hire. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Article 5, at which time the employee shall possess seniority as defined in this paragraph. Seniority shall be applicable only as expressly provided in this Agreement. Any employee transferred to any location/facility of his/her Employer will carry with him/her

all seniority heretofore established. The rule of seniority shall also apply to requests for time off. As new jobs/vacancies become available, employees in seniority order may be given the opportunity to fill such open job/vacancy if they apply to the Employer, provided the senior employee is capable to perform the work as determined by the Employer.

Seniority shall be broken by (a) discharge for cause unless reinstated through the grievance procedure, (b) voluntary resignation or quit, (c) failure to return to work after a leave of absence or failure to report for work within five (5) calendar days after notice of recall, (d) retirement, (e) layoff, if not recalled within six (6) months, unless Federal, State, County, City or any other government entity requires closure or opening at reduced capacity beyond six (6) months (unless employee declines a valid job recall).

Any reduction in force due to automation or other lack of work shall be by seniority within job classification. The last employee hired within a job classification shall be the first employee laid off. The Employer will determine the timing of layoffs, the number of employees to be laid off, and in which job classifications layoffs will occur.

If the Employer determines to fill a vacancy in the job classification from which employees have been laid off, such employees shall be recalled in the reverse order of layoff, that is, the last person laid off will be the first person recalled. The Employer will determine the best procedure for notice of recall.

An employee laid off in one job classification may not bump an employee with less seniority in a different job classification.

2. 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 Company seniority.

3. The opening created by #2 if any, shall be subject to bid by all eligible employees. This opening shall be filled by the most senior bidder according to Company seniority.

4. Subsequent openings, if any, shall be filled by seniority according to those employees who participate in the prior bid administered under #3.

5. 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.

The Company and the Union agree that the employees will be placed on seniority lists according to their respective classifications. Every six (6) months, the Company shall prepare and post a list of employees in order of their seniority in each job classification. Such

list shall be posted in the employee break room or on the Union Board. Copies of such list shall be made available to the Union upon request.

ARTICLE 7 - GUARANTEED WORK WEEK

1. The schedule of work for all full-time employees shall be not less than forty (40) hours in each work week.

2. The provisions of this Article shall not apply where no work is available due to any emergency 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 19 hereto.

ARTICLE 8 - PAY PERIOD AND PAYROLL DEDUCTION

1. Employees shall be paid weekly or biweekly or semi-monthly.

2. Any employee through the Union may avail himself of the grievance procedure set forth in Article 19 hereof to contest any action taken by the Employer pursuant to this Article and the Employer agrees to abide by decision rendered through such procedure.

ARTICLE 9 - WORKING HOURS AND OVERTIME

1.

(A) Each workday an employee (FT or PT) is required to report and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more four (4) hours, at the employee's regular rate of pay. This section shall not apply to employees who either quit, are suspended immediately for disciplinary reasons, or are discharged after they report for work or to the employee who themselves take time off during the course of the day when not required by the Employer. At the option of the Employer, this section shall not apply to employees reporting late for work. If a regular full time employee is late for work and a substitute is called, that employee may be laid off for that day without compensation. This section does not apply to short hour and on call employees.

(B) If an employee is required to report to work a second time on any work day and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay.

(C) The forgoing reporting time pay provisions are not applicable when:

Operations cannot commence or continue due to threats to employees or property; or when recommended by civil authorities; or
Public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities or sewer system; or
The interruption of work is caused by an Act of God or other cause not within the Employer's control.

2. Employees covered by this Agreement shall be compensated at one and one-half (1-1/2) times their regular straight-time hourly rate for all authorized work performed in excess of forty (40) hours in any workweek, or eight (8) hours in any workday. Hours worked in excess of twelve (12) in any one work day shall be paid at the rate of two (2) times the employee's straight-time hourly rate.

3. Ten-hour work day: Employer may schedule individual employees for and have such employees work a four-day work week of ten hours per day with all forty (40) such hours at the regular rate of pay and without any overtime premium if permitted by law. When such scheduling and work on a four day, ten-hour day occurs, Article 9, Section 2, shall not apply insofar as it requires premium pay at one-half for hours worked in excess of eight in any one work day.

1. Overtime premium payments shall not be duplicated or pyramided for the same hours worked or paid for under any of the terms of this Agreement.
2. Employees shall have a rest break of ten (10) minutes during each four-hour work segment. The time of such break shall be determined by the Company as close to the middle of such four-hour work segment as practicable.

ARTICLE 10 - VACATIONS

Regular full time employees accrue paid vacation based on the number of hours worked. Regular part time employees accrue vacation hours according to a pro-rata amount based on the amount of hours worked each pay period in proportion to full time employees. Short hour and on call employees are not eligible for paid vacation. Vacation time may accrue up to a maximum of 1 1/2 times the team member's current annual rate of accrual. Once this cap is reached, no further vacation time will accrue until some vacation time is used.

Vacation is accrued at the following schedule:

| | |
|--------------------|-----------------|
| 0-6 months | nothing accrues |
| 7 months - 1 year | 1 week accrues |
| 2 year - 4 years | 2 weeks accrue |
| 5 years - 15 years | 3 weeks accrue |
| 16 years +20 years | 4 weeks accrue |
| 21 years + | 5 weeks |

Vacation accrues while the employee is working so that after one year of employment, the employee will have available one week of paid vacation. After two (2) years of employment, the employee will have available two (2) weeks of paid vacation, and so on.

Vacation accruals will be based on the number of all hours worked to a maximum of forty (40) hours per week, including compensated time off for holidays, vacations and sick leave. Employees shall receive their full accrual amount according to the schedule above.

Payment for all accrued vacation time shall be made in a manner consistent with federal and state laws. Upon termination, all accrued vacation is due and payable to the employee.

ARTICLE 11 - HOLIDAYS

1. Upon completion of sixty (60) days of service (one hundred twenty (120) days of service effective January 1, 2017), part-time and full-time employees will be granted ten paid holidays as follows:

| | |
|-------------------------------|-------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Veterans Day (observed) |
| Easter Sunday | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| July 4 th | Christmas Day |

Upon completion of two years of service, part-time and full-time employees will be granted an eleventh paid holiday on the employee's birthday.

2. Employees who qualify for the above-mentioned holidays and who are required to work shall receive the holiday pay in addition to the regular compensation as provided for in this Agreement for their services on the holiday. If any of the holidays fall within an employee's

vacation period, the employee shall receive an extra day's pay or an extra day of vacation with pay.

3. To be eligible for a holiday, an employee must be available for work on the work day proceeding the holiday, day of the holiday, and the work day following the holiday, unless otherwise mutually agreed upon by the employee and Employer.

4. Should any of the specified holidays fall on Sunday, the following Monday shall be considered the holiday, with exception of Easter Sunday.

ARTICLE 12 - HEALTH AND WELFARE

1. The Employer hereby agrees to provide a comprehensive health and welfare plan (including a Kaiser option or comparable plan) at the Employer's expense for eligible employees, exclusive of dependents. Employees shall contribute the following per pay period for the life of the Agreement based upon plan choice and upon ratification:

- Kaiser (or comparable HMO Plan) Basic: \$15.00
- (\$0 – for employees hired prior to January 1, 2017)
- Kaiser (or comparable HMO plan) Premium: \$20.00
- United Healthcare (UHC) (or non-Kaiser plan) Basic: \$25.00
- United Healthcare (UHC) (or non-Kaiser plan) Premium: \$30.00
- Simnsa \$0 (zero)

Eligible employees are defined as:

- (a) Employees who average at least 30 hours per week or 130 hours per month in the preceding 12-month measurement period.

The Employer further must offer dependant coverage to all eligible employees. This plan must be maintained in full force for the term of this Agreement.

The Employer stipulates and agrees that under said health and welfare plans benefits will be provided to eligible full-time and part-time employees and their dependants on the first of the month following the third calendar month (90 calendar days).

2. In the event of any violation of this section, the Union is released from its obligations under Article 22. Any economic action on account of such breach shall not be deemed a violation of this Agreement.

3. The Employer shall, on or before the fifth (5th) of the month, by mail, notify the Union of the names of all employees covered during the preceding month by the health and welfare plan.

ARTICLE 13 – 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. Time off for medical and dental appointments may require verification in order to be eligible for this benefit. Unused sick days will be carried over year to year to a maximum of 10 days. Sick leave may be taken in increments of one hour. Unused sick leave is not paid out upon termination of employment. If an employee is absent for three (3) days or more, the Company may require verification of illness and a certification of the employee's fitness to return to work from a physician before sick pay can be honored. Sick leave will not be granted if all sick time has been taken.

ARTICLE 14 – BEREAVEMENT LEAVE

All full-time and part-time employees who have completed one (1) year 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 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, grandparent of spouse/registered domestic partner certified by the State of California, current mother-in-law, current father-in-law, stepparents, stepchildren, brother, sister, son or daughter. Verification of death may be required.

ARTICLE 15 – 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 16 – 401(K) PLAN

The Employer hereby agrees to offer a 401(k) plan to eligible employees no later than January 2003.

ARTICLE 17 - UNIFORMS

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 by the Employer at no cost to the employee. The employee will be held responsible for these items except for normal wear and tear.

ARTICLE 18 - DISCIPLINARY ACTIONS

1. The following disciplinary procedure will apply to all infractions of related work rules except those set forth in Article 18, Section 2.

On First Offense - Be given a written warning notice. (Such notice shall expire after 12 months provided that there is no additional violation of a similar nature in the 12-month period following the written notice.)

On Second Offense - Disciplinary suspension (with written notice).

On Third Offense - May be discharged (with written notice).

Appeal of any disciplinary procedures, including discharge, shall be made through the grievance procedure provided in this Agreement.

2. 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 to the Union.

No warning notice need be given if the cause for discharge includes, but is not limited to, the following:

a) Team members are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs (including marijuana) or other unauthorized or mind-altering or intoxicating substances while on employer and Client property (including

parking areas and grounds), or while otherwise performing their work duties away from the employer or during lunches and breaks. Included within this prohibition are lawful controlled substances, which have been illegally or improperly obtained. This does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with a prescription. Team members are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work (including marijuana), and from having excessive amounts of otherwise lawful controlled substance in their systems.

All Team members are prohibited from distributing, dispensing, possessing or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited must not interfere with a team member's ability to perform the essential functions of his/her job.

- b) Failure of detective test, theft of company, customer, employee, or vendor's property or monies, any claim in excess of \$6,750, any claim during the first 120 days of employment, two at fault claim damages within a twelve (12) month period, excessive rudeness to customers or clients, failure to call in sick prior to a shift, and gross insubordination.
- c) Possession of stolen property, firearms, knives, bats, pipes, or any other weapons that could cause bodily harm on the Employer's and Client's property (including parking areas and grounds), or while otherwise performing their work duties away from the Employer or during lunches and breaks.
- d) Actual or verbal threats of physical violence towards persons or property. Fighting, hitting, pushing or otherwise striking another person while on company or company managed premises, or while on company time or arising out of company business relations. Horseplay or any other action that endangers others, company property, or disrupts work.
- e) Recording another team member's time card. Falsification of one's time card or attempting and causing another team member to falsify, alter, or tamper with a time card.
- f) Making material omission on company forms, records or reports including but not limited to employment applications, payroll, financial or Employer, client and customer records.
- g) Sleeping while on duty.
- h) Violation of the company's policy against harassment or discrimination.

ARTICLE 19 - GRIEVANCE PROCEDURE

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: 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 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, or his/her designee, 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 prior 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 20 - BUSINESS AGENT

The business representative or an authorized agent of the Union shall be permitted to visit the place of employment of an employee at any time for the purpose of checking employee's credentials or to gain information concerning matters involved in this Agreement, provided, however, that such representative or agent shall not interfere with the operations of the Employer, shall first request permission of Employer and shall be accompanied by Employer, if Employer so desires.

ARTICLE 21 - MANAGEMENT PREROGATIVES

Subject to the terms of the Agreement, it is understood and recognized that management retains the sole right to determine, without further bargaining with the Union, (1) the type of operations of the Employer; (2) the location of and the schedules of work hours; (3) the methods, processes and means of work; (4) new work processes and procedures; and (5) the need to subcontract work. The Employer reserves the right to transfer employees from one work location to another.

ARTICLE 22 - PRODUCTION

There shall be no work stoppage, no strike, nor any other form of economic reprisal, or lockout during the term of this Agreement. Violation of this clause shall not be subject to the grievance procedure and either party may seek to enjoin such violation through court process.

ARTICLE 23 - UNION PREROGATIVES

Should there be any dispute between the Employer and any other Union having bargaining rights with the Employer, 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.

ARTICLE 24 - COOPERATION

Upon request, the Union agrees to cooperate with the Employer in matters involving governmental rules and regulations, where they affect the business of the Employer, his ability to provide employment, and to pay the wage scale agreed upon.

ARTICLE 25 - JOB CLASSIFICATIONS AND WAGE RATES

The job classifications and minimum wage rates for all employees covered by this Agreement shall be as set forth in Appendix "A" attached hereto and made a part of this Agreement.

ARTICLE 26 -EARLY TERMINATION OF LABOR AGREEMENT

Section 1

The Union recognizes that the Employer operates the shuttle 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 lease granted to Employer may be terminated by the Airport Authority prior to the expiration date of the Labor Agreement as set forth below. In recognition of this possibility, the Union agrees that in the event the Employer loses the right to manage the shuttle concession at Lindbergh Field, this Labor Agreement shall also terminate effective as of the same date that the Employer's agreement with the Airport Authority terminates.

Section 2

As of the termination date of this Labor Agreement, the Employer shall have no further obligations or responsibilities to any employee covered by the terms of this Agreement or to the Union. In the event of such termination, the Employer agrees to pay all accrued wages and accrued but unused vacation to employees covered by this Agreement as of the last date of operation of the parking concession by Employer. The Employer shall have no further obligation to provide any other benefit to any employee covered by this Agreement.

ARTICLE 27 - LICENSE REQUIREMENTS

The Employer agrees to pay for the cost of the physical examination taken as a condition of employment pursuant to SS 225.5 of the California Labor Code.

ARTICLE 28 – 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 (Ace Parking) as the employer of the parking employees.

ARTICLE 29 -TERM OF AGREEMENT

1. THIS AGREEMENT shall remain in full force and effect from January 1, 2022, until midnight December 31, 2026, and shall automatically renew itself from year-to-year unless written notice of termination is given by either party to the other party not less than sixty (60) days prior to the expiration hereof or any annual renewal. In the event either party desires to negotiate amendments or modifications, written notice of such intention shall be given to the other party not less than sixty (60) days prior to the expiration hereof or any annual renewal. During negotiations on such modification or amendments, the terms hereof shall remain in full force and effect, provided, however, that if agreement on modifications or amendments has not been reached before the expiration hereof or of any renewal periods hereof, either party may thereafter terminate the entire Agreement by giving ten days written notice of its desire to do so.

2. In the event that any of the foregoing clauses in this Agreement conflict with state or federal laws, either party to this Agreement can, upon ten days written notice, reopen this Agreement for the purpose of amending, deleting, or modifying all clauses in question.

3. This Agreement represents a full and complete understanding as to wages, hours and other conditions of employment and any and all documents presently in existence are hereby superseded and canceled in their entirety.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

UNION:
TEAMSTERS LOCAL NO. 481

By: Vicar D. Tevres
Title: SECRETARY - TREASURER
Date: JULY 25, 2022

By: D. Lopez
Title: Field Representative
Date: July 25, 2022

EMPLOYER:
ACE PARKING MANAGEMENT, INC.

By: Michael Lopez
Title: EVP, Member Services
Date: 7/25/22

By: _____
Title: _____
Date: _____

John
Baumgardn
er

Digitally signed by
John Baumgardner
Date: 2022.07.26
11:11:51 -07'00'

APPENDIX "A"

Wage rates for Dispatchers shall be no less than:

| | Upon Ratification 2022 | January 2023 | January 2024 | January 2025 | January 2026 |
|-------------------------------|------------------------|--------------|--------------|--------------|--------------|
| Start | \$17.00 | \$17.00 | \$17.00 | \$17.00 | \$17.00 |
| 1 year as of January 1st | \$17.51 | \$17.51 | \$17.51 | \$17.51 | \$17.51 |
| 2 years as of January 1st | \$18.04 | \$18.04 | \$18.04 | \$18.04 | \$18.04 |
| 3 years as of January 1st | \$18.58 | \$18.58 | \$18.58 | \$18.58 | \$18.58 |
| 4 years as of January 1st | \$19.13 | \$19.13 | \$19.13 | \$19.13 | \$19.13 |
| 5 years as of January 1st | \$19.71 | \$19.71 | \$19.71 | \$19.71 | \$19.71 |
| 6 – 9 years as of January 1st | \$21.09 | \$21.72 | \$22.37 | \$23.04 | \$23.73 |
| 10 + years as of January 1st | \$23.20 | \$23.89 | \$24.61 | \$25.35 | \$26.11 |

The Company reserves the right to increase an employee's wage rate beyond the minimum wage scale above. The rate of pay in which an employee receives in the above wage table shall be according to the intersection of the employee's year(s) of service and the current year of the contract. There shall be no stacking.

Wage rates for Class B Shuttle drivers shall be no less than:

| | Upon Ratification 2022 |
|-------------|------------------------|
| Start | \$18.50 |
| 1 year | \$19.80 |
| 2 years | \$20.10 |
| 3 years | \$20.70 |
| 4 years | \$21.32 |
| 5 years | \$21.96 |
| 6 – 9 years | \$23.50 |
| 10 + years | \$25.85 |

| | January 2023 | January 2024 | January 2025 | January 2026 |
|-------------------------------|--------------|--------------|--------------|--------------|
| Start | \$18.50 | \$18.50 | \$18.50 | \$18.50 |
| 1 year as of January 1st | \$20.39 | \$21.01 | \$21.64 | \$22.29 |
| 2 years as of January 1st | \$20.70 | \$21.32 | \$21.96 | \$22.62 |
| 3 years as of January 1st | \$21.32 | \$21.96 | \$22.62 | \$23.30 |
| 4 years as of January 1st | \$21.96 | \$22.62 | \$23.30 | \$24.00 |
| 5 years as of January 1st | \$22.62 | \$23.30 | \$24.00 | \$24.72 |
| 6 – 9 years as of January 1st | \$24.21 | \$24.93 | \$25.68 | \$26.45 |
| 10 + years as of January 1st | \$26.63 | \$27.43 | \$28.25 | \$29.10 |

The Company reserves the right to increase an employee's wage rate beyond the minimum wage scale above. The rate of pay in which an employee receives in the above wage table shall be according to the intersection of the employee's year(s) of service and the current year of the contract. There shall be no stacking.

Wage rates for CSR/Lot Attendant shall be no less than:

| | Upon Ratification 2022 |
|-------------|------------------------|
| Start | \$15.25 |
| 1 year | \$15.71 |
| 2 years | \$16.18 |
| 3 years | \$16.66 |
| 4 years | \$17.16 |
| 5 years | \$17.68 |
| 6 – 9 years | \$18.92 |
| 10 + years | \$20.81 |

| | January 2023 | January 2024 | January 2025 | January 2026 |
|-------------------------------|--------------|--------------|--------------|--------------|
| Start | \$15.50 | \$15.75 | \$16.00 | \$16.25 |
| 1 year as of January 1st | \$15.97 | \$16.22 | \$16.48 | \$16.74 |
| 2 years as of January 1st | \$16.44 | \$16.71 | \$16.97 | \$17.24 |
| 3 years as of January 1st | \$16.94 | \$17.21 | \$17.48 | \$17.76 |
| 4 years as of January 1st | \$17.45 | \$17.73 | \$18.01 | \$18.29 |
| 5 years as of January 1st | \$17.97 | \$18.26 | \$18.55 | \$18.84 |
| 6 – 9 years as of January 1st | \$19.48 | \$20.07 | \$20.67 | \$21.29 |
| 10 + years as of January 1st | \$21.43 | \$22.08 | \$22.74 | \$23.42 |

The Company reserves the right to increase an employee's wage rate beyond the minimum wage scale above. The rate of pay in which an employee receives in the above wage table shall be according to the intersection of the employee's year(s) of service and the current year of the contract. There shall be no stacking.

GRAVEYARD SHIFT PREMIUM

Employees assigned to the graveyard shift of which at least four (4) hours fall between the hours of 11:00 p.m. and 7:00 a.m. shall receive an additional one-dollar (\$1.00) per hour above their regular rate for all hours worked for the entire duration of their shift.

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).

INTER-TERMINAL PAY

Effective: January 1, 2022, employees with airbrake endorsement assigned to the "Inter - Terminal Route" shall receive + \$1.00 above the class B base rate.

In the event of a state or federal minimum wage increase above the start rates listed in Appendix A, Ace Parking and the Union may open discussions regarding a possible change to the wage table in Appendix A. However, Ace Parking is under no obligation to grant a wage increase beyond that which is required by law.

RATIFICATION BONUS

Full time and Part time employees:

For employees who did not receive the recently administered "\$1,000.00 sign-on bonus"

Shuttle Drivers:

| | |
|-----------|----------|
| > 1 year | \$250.00 |
| > 3 years | \$350.00 |

Dispatchers, CSR/Lot Attendants:

| | |
|-----------|----------|
| > 1 year | \$100.00 |
| > 3 years | \$250.00 |

LETTER OF UNDERSTANDING

This letter of understanding (LOU) is entered into between Teamsters Local 481 ("Union") and Ace Parking Management, Inc. ("Employer").

The Airport Authority of San Diego currently has two (2) separate contracts, (one with Ace Parking and one with SP+) for portions of the transportation operations at the San Diego Airport. Each of the current contractors having a piece of the transportation work at the airport, have a separate collective bargaining agreement with Teamsters Local 481.

The Airport Authority has placed both of the contracts out for bid and it is possible that Ace Parking will be the successful bidder on both pieces of transportation work at San Diego International Airport.

This letter of understanding will be in effect if, and only if, Ace Parking is the successful bidder on both transportation contracts at the San Diego International Airport.

The parties to this collective bargaining agreement recognize that Bus Operators and Shuttle Drivers have different requirements.

Ace Parking agrees that should it be the successful bidder on both pieces of work it will recognize the seniority date for all Bus Drivers employed by SP+ prior to Ace Parking commencing the operation of the Buses by Ace Parking at the Airport.

For the first twelve (12) months of actual combined operations, the Employer shall maintain two (2) separate seniority lists based upon the Employer for which the respective employees had worked prior to commencement of the combined operations by a single Employer.

Thereafter, the Employer shall maintain two (2) Seniority lists for Operators of Busses and drivers of Shuttles - one For Bus Operators ("Operators") and one for Shuttle Drivers ("Drivers").

The Employer shall preserve the seniority status of the top 30% of all employees on each seniority list working in any position, location, or route and those employees below the 30% will have their seniority dovetailed or "merged" using the seniority date the employee maintained with their current Employer prior to the effective date of the Airport Authority merging the two transportation contracts.