



Purchasing Department  
530 Water Street  
Oakland, CA 94607

**January 3, 2018**

**ADDENDUM No. 1**

**RFP No. 17-18/18 – Jack London Square Parking Management Services**

This Addendum modifies the original RFP Documents for the above mentioned RFP. **Acknowledge receipt of this addendum in the space provided on the RFP Acknowledgement and Signature Form (Attachment 3). Failure to do so may disqualify your proposal.**

**The following clarification has been made to the above referenced proposal:**

- A. **Clarification:** Under Section II. Scope of Services and Project Background, item 4 titled “Minimum Qualifications Requirements” where it states that a Proposer must “*have a minimum three (3) years’ experience operating large (minimum 600 stalls) parking structures equipped with Parking Revenue Control Systems and /or valet services*”. This requirement is not applicable to proposers submitting proposals for Valet operations only.

**The following questions were submitted by the deadline and are answered in this addendum.**

1. Question: Can you please provide the union agreement?

*Answer: Yes, attached to this addendum is a copy of the agreement.*

2. Question: Are the required forms considered part of the 10 page limit for the response?

*Answer: No.*

3. Question: Can you provide a list of operator expenses v/s what is paid by the Port?

*Answer: Please refer to Attachment 10 of the RFP, the Parking Management Agreement, section 8.2.*

4. Question: Are we responsible for sweeping and pressure washing? If so what is the schedule of services to be provided. i.e.: monthly quarterly, etc.?

*Answer: Sweeping and pressure washing are provided by a separate contract and are not part of this RFP.*

5. Question: Do the employees get to park for free on property when they are working?

*Answer: No.*

6. Question: Can you provide either 12 months or the last month of revenue history broken down by monthly, transient, validations, and any other revenue streams?

*Answer: The table below is for revenues from July through October 2017.*

<b>REVENUES</b>	<b>TOTAL JULY THRU OCT 2017</b>			
	<b>Description</b>	<b>WSG</b>	<b>UGG</b>	<b>Surface</b>
<i>Monthly Parking</i>	<i>143,945</i>	<i>0</i>	<i>16,887</i>	<i>160,832</i>
<i>Visitor Parking</i>	<i>301,622</i>	<i>361,755</i>	<i>2,420</i>	<i>665,797</i>
<i>Direct Misc. Income</i>	<i>935</i>	<i>0</i>	<i>0</i>	<i>935</i>
<i>Validation Sales</i>	<i>0</i>	<i>23,357</i>	<i>0</i>	<i>23,357</i>
<i>Key Deposit &amp; Refund</i>	<i>1,050</i>	<i>40</i>	<i>375</i>	<i>1,465</i>
<b>REVENUES</b>	<b>447,551</b>	<b>385,153</b>	<b>19,682</b>	<b>852,386</b>

7. Question: Who is the owner of the credit card processing MIDs & TIDs, the operator or owner?

*Answer: The owner.*

8. Question: Who is responsible for paying the credit card fees? If it is the operator please provide the breakdown of revenue processed by credit card last year for each of the parking properties.

*Answer: The owner.*

9. Question: Does the operator pay the cost for the telephone, cell phone charges and internet services or is it contracted through the building or are they reimbursable expenses?

*Answer: They are reimbursable expenses. For further information please refer to Attachment 10 of the RFP, the Parking Management Agreement, section 8.2.*

10. Question: Just to clarify, are all City required fees i.e.,: COA's, TAX Bonds, RCE fees, Permit fees are considered reimbursable expenses?

*Answer: City fees related to operations specific for the parking facilities subject to this RFP are reimbursable. Business tax is not reimbursable.*

11. Question: Can you provide copies of current schedules?

*Answer: The current schedules are similar to the staffing plans provided in the Exhibit D of the Parking Management Agreement.*

12. Question: Who is responsible for parking equipment maintenance?

*Answer: The Parking Operator manages/coordinate the maintenance for the parking equipment. William D White is the authorized vendor to perform maintenance on Secom equipment.*

13. Question: Who pays for all office supplies (printer paper, ink, and other office supplies)?

*Answer: The Parking Operator.*

14. Question: Who owns and provides the equipment in the parking office (computers, desks, chairs, copying machine, etc.)?

*Answer: The Parking Operator for parking management functions. The Port pays for computers, printers, etc., required for the PARCS.*

15. Question: Will the operator still be required to provide an on-site vehicle at their expense?

*Answer: Yes, if needed.*

16. Question: Will it be the operator's responsibility to pay for any vehicle damages caused by malfunctioning gate arms?

*Answer: Yes. The Port reimburses the Parking Operator for the liability insurance cost; however, the Port will not reimburse for any deductibles.*

17. Question: The worker's compensation chargeback percentage limit on the contract in the RFP is left blank. How will this amount be determined and when?

*Answer: Each Parking Operator should propose a worker's comp rate. Please refer to Attachment 4 in the RFP.*

18. Question: Given the reporting requirements are extensive will the operator be compensated for labor hours spent to generate the report?

*Answer: The parking operator will be compensated for the reporting required by the Parking Management Agreement via management fees and reimbursement for the cost of the on-site staff.*

19. Question: Will the operator be compensated if they do not receive payment from the Port within the time frame specified in the contract?

*Answer: No; however, the Port will make efforts to reimburse the parking operator within the timeframe specified in the contract. Incomplete or inaccurate documentation in the monthly reimbursement package may delay payments.*

20. Question: Is the revenue collected from parking operations processed through the Port of Oakland's bank account?

*Answer: Yes.*

21. Question: Are the daily credit card transactions processed through the Operator's merchant account or the Port of Oakland merchant account?

*Answer: The Port of Oakland's account.*

22. Question: What version of Secom software is currently utilized in the garage pay station at both the Underground and Washington Street Garage?

*Answer: Main Version – 274, System Version – 36, Release – 14.0*

23. Question: What version of Cale software is currently utilized in street parking application?

*Answer: Version 2.29.0*

24. Question: Is the Operator or Port of Oakland responsible for the PCI compliance of the PARCS?

*Answer: The Operator; however, the Port will reimburse the cost.*

25. Question: May we have a copy of the Labor Peace Rule that we would be expected to sign?

*Answer: A copy of the current Labor Peace Rule is in the RFP as Attachment 7.*

26. Question: In regards to attachment 4, can you clarify what should be included as “overhead”. Is this all reimbursable expenses?

*Answer: Overhead refers to non-reimbursable expenses such as corporate support, invoice processing, employee hiring, etc. Profit and overhead should be combined in your proposal.*

27. Are recruiting and background checks reimbursable expenses?

*Answer: No*

**There are no other questions to RFP No. 17-18/18.**

**Exhibit C**

**PARKING AGREEMENT  
FOR  
Douglas Parking LLC  
(Jack London Square)**

**Port of Oakland**

**OAKLAND, CALIFORNIA**

**AGREEMENT** by and between Douglas Parking LLC the party of the first, part, hereinafter referred to as the "EMPLOYER" and the TEAMSTERS UNION, LOCAL NO. 853, Alameda, Napa and Solano Counties, affiliated with the International Brotherhood of Teamsters, party of the second part, hereinafter referred to as the "UNION". This Agreement applies only to those parking facilities operated by EMPLOYER at Jack London Square under agreement with the Port of Oakland in the City of Oakland, California.

**SECTION 1. RECOGNITION AND EXCLUSIONS:**

The EMPLOYER recognizes the UNION as the sole collective bargaining agent of its employees in classifications listed in SECTION 9. All other persons, including, but not limited to, all superintendents, supervisors, managers, guards, accounting personnel, industrial relations employees, office clerical employees, professional employees and employees whose work is of a confidential nature, shall be excluded from the bargaining unit. The terms of this Agreement shall apply to employees and forepersons of the EMPLOYER engaged in-working as attendants on or about parking lots operated by the EMPLOYER. "Forepersons" shall not be construed to mean persons working in a supervisory capacity as defined in SECTION 2 (11) of the Labor Management Relations Act.

**SECTION 2. UNION MEMBERSHIP:**

- A) All persons employed in classifications covered by this Agreement will be required to become and remain members in good standing of the UNION. For the purposes of this Agreement, the term "good standing" means tender to the UNION of the reasonable initiation fees, assessments and periodic dues uniformly required. The EMPLOYER will deduct union dues in accordance with a valid written authorization card signed by an employee. This provision will become effective at or within thirty-one (31) days following the commencement of employment of the respective

employees, whichever occurs later. This subsection (A) shall be of no force or effect if at any time during the life of this Agreement the UNION violates its obligations under SECTION 5 of this Agreement.

- B) The UNION agrees to indemnify and hold the EMPLOYER harmless for and from any liability or expense the EMPLOYER may incur which may be made by any person by reason of the deduction of union dues, including the cost of defending against any such claim.
- C) When new employees in classifications covered by this Agreement are to be hired, the EMPLOYER, whenever practicable, will notify the UNION so that it may refer competent persons for employment. However, the EMPLOYER retains the right, in its sole and absolute discretion to reject any employment application referred by the UNION, and to fill all employment vacancies from any source and at any time it deems appropriate. Whenever new employees are hired for classifications covered by this Agreement from sources other than the UNION, the EMPLOYER shall:
  - a. Notify the UNION of such employment in writing, email, or telephone, giving the hiring date, place and classification of the employment, and the name social security number, address and telephone number of the new employee.
  - b. Inform the new employee of the existence of this Agreement.

### **SECTION 3. NONDISCRIMINATION:**

It shall be the continuing policy of the EMPLOYER and the UNION that the provisions of the Agreement shall be applied without discrimination because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age. This SECTION 3 reaffirms the longstanding mutual practice of all the parties to the Agreement. The UNION agrees to indemnify and hold the EMPLOYER harmless for and from any liability or expense that the EMPLOYER may incur in the event of any UNION variance from, or violation of, this nondiscrimination policy.

### **SECTION 4. MANAGEMENT RIGHTS:**

It is agreed that all rights and prerogatives of management that ordinarily vest in and are exercised by employers including but not limited to those exercised in the past, and except

such as are specifically and expressly relinquished, limited or modified herein by the EMPLOYER, are reserved to and shall continue to vest solely in the EMPLOYER. These shall include, but shall not be limited to, the right and sole discretion to manage its business generally and direct and instruct working forces; decide the number and location(s) of its business facilities; close, sell, consolidate, or relocate a facility or any of its operations to other areas, determine to contract out for work elsewhere to any person, firm or corporation for any services not covered by this Agreement, and/or to automate, decide all machines, tools, equipment and uniforms to be used; MAINTAIN ORDER, SECURITY, EFFICIENCY AND ECONOMY IN ITS OPERATIONS; suspend, discipline or discharge employees for proper cause; select, hire, rehire, layoff, recall, assign, transfer (from one facility and/or classification to another), promote and demote employees; determine work shift or assignment starting and quitting times, including the assignment of overtime; determine service quality standards; make such rules and regulations, not in conflict with this Agreement, as it may from time to time deem appropriate for the purpose of maintaining order, safety and/or effective operation of the EMPLOYER. The current "Employee Work Rules" as previously amended to include "No Electronic gadgets or cell phones are permitted while on duty. This policy, at the discretion management, also governs the use of radios and audio devices in the workplace." are included into this section as it pertains to disciplinary actions and discharge. The UNION retains the right to the grievance procedure set forth in SECTION 18 of this Agreement.

#### **SECTION 5. PROTECTION OF RIGHTS:**

A) Strikes - The UNION agrees not to engage in any strikes or stoppages of work against the EMPLOYER during the term of this Agreement. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary picket line if it has been sanctioned by Joint Council of Teamsters No.7. The UNION agrees that it will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of operations, or other forms of consented job action. In the event of an unauthorized work stoppage or other violation of this SECTION, the UNION shall immediately make every effort to persuade the employees that the work stoppage and/or job action is unauthorized, and in violation

of this Agreement. Employees who engage in an unauthorized work stoppage or other violation of this Section will be subject to discipline up to and including discharge. Any violation of this Section shall constitute just cause for immediate termination of employment.

B) Lockout - The EMPLOYER agrees not to engage in any lockout during the term of this Agreement, unless an unauthorized stoppage of work occurs.

#### SECTION 6. SENIORITY:

- A) When making decisions regarding, among other things, reductions in work force, recall of forces, promotions from a lower classification to a higher classification, demotions, transfers, filling of vacancies, vacation choice and shift choice, the EMPLOYER shall give consideration to seniority, provided that the qualifications, skills and abilities of the present or prospective employees involved are equal. In evaluating employees or prospective employees' qualifications, skills and abilities, the judgment of the EMPLOYER shall govern unless such judgment is exercised in an arbitrary and capricious manner.
- B) Seniority shall be broken by discharge, voluntary quit, failure to report to work within three (3) consecutive working days without advising the EMPLOYER for such absence, overstaying a leave of absence, retirement, layoff for six (6) months of length of service, whichever is shorter.
- C) All new employees shall serve a probationary period of one hundred twenty (120) continuous days, uninterrupted by any type of service break, during which period said employees may be discharged in the EMPLOYER'S sole discretion for any cause, without recourse by the employee to the grievance procedure set forth in SECTION 18. At the end of his/her probationary period, an employee shall be placed on the appropriate seniority list. The employee's seniority date shall be his or her date of hire. During the probationary period, an employee shall not be eligible for employee benefits (other than regular pay, as set forth in SECTION 9) unless expressly provided otherwise in this Agreement.
- D) A separate seniority list shall be maintained for part-time employees covered

under this Agreement. A part-time employee shall have seniority on a part-time list, but if a part-time employee becomes a full-time employee, he/she shall be credited with seniority for one-half the time worked as a part-time employee.

E) A separate seniority list shall be maintained for Valet Drivers covered under this Agreement.

F) Part-time employees shall be given first consideration for full-time positions. Final selection is to be based on competency and qualifications to do the work.

#### **SECTION 7. HOURS AND WORK WEEK:**

A) Eight (8) hours of work within a spread of nine (9) consecutive hours shall constitute regular day's work and a straight-time workweek shall consist of any five days of work, Monday through Sunday inclusive. In seven (7) day operations, the straight-time rate is applied until the employee exceeds forty (40) hours a week or eight (8) hours a day, without regard as to which day of the week is worked. This SECTION 7 shall not be construed as, and is not, a guarantee of any number of hours of work per week.

1) Pursuant to state law, a four (4) day straight time workweek of ten (10) hours a day may be scheduled.

2) Pursuant to state law, split shifts may be scheduled.

3) Where it is necessary for an employee, at the EMPLOYER'S request, to remain on the premises for lunch ("on duty" meal/rest period), lunchtime shall be classed as working time. An "on duty" meal/rest period shall be permitted pursuant to state law.

4) Any employee reporting to work shall be scheduled at least three (3) hours.

B) Even if an employee is assigned to work at a location covered by this Agreement that commonly generates tip income in addition to wages paid in accordance with SECTION 9 of this Agreement, the EMPLOYER has the right to transfer said employee to any other location covered by this Agreement regardless of whether the location to which the employee is being transferred to commonly generates tip income in addition to wages paid in accordance with SECTION 9 of this Agreement. Such transferred employee shall have no right to any additional wages or other benefits or hours adjustments in lieu of lost tip income.

C) Schedules will be posted no later than 24 hours prior to the beginning of the EMPLOYER'S workweek. No change shall be made in this schedule, except in cases of emergency, business conditions, other circumstances beyond the control of the EMPLOYER or with the prior agreement of the EMPLOYER and the employee.

**SECTION 8. OVERTIME:**

Overtime shall be paid at the rate of time and one-half (1 1/2) for all work in excess of eight (8) hours in anyone (1) workday, or in excess of forty (40) hours in anyone (1) workweek, subject to the provisions of SECTION 7. If a four (4) day straight time workweek often (10) hours is assigned, overtime shall be paid for all work in excess of ten (10) hours in anyone workday, or in excess of forty (40) hours in anyone workweek.

**SECTION 9. HOURLY RATES OF PAY:**

Valet Rates retroactive to July 1, 2008 effective through June 30, 2009:

Valet Driver	\$10.83/hr
First 120 days Probation	\$10.83/hr

Valet Rates retroactive to July 1, 2008 effective through June 30, 2012:

Valet Driver	\$10.83/hr
First 120 days Probation	\$10.83/hr

Wages are to be set to the Living Wage Ordinances set forth in the Oakland City Charter Section 728 living wage and as established by applicable Oakland City and Port ordinances.

Working forepersons shall receive not less than ten percent (10%) premium above the maximum pay of the highest classification supervised. It is understood that this provision shall not require the assignment of working forepersons to each or any lots.

**SECTION 10. VACATIONS:**

A) The normal vacation period is between April 1<sup>st</sup> and September 30<sup>th</sup> by mutual agreement between the EMPLOYER and the employee. By mutual agreement between the

EMPLOYER and the employee, a vacation may be taken outside the normal vacation period.

B) All full-time employees having completed one (1) year of continuous service with the EMPLOYER shall accrue one (1) week vacation with pay. Full-time employees having completed three (3) years of continuous service with the EMPLOYER shall accrue two (2) weeks vacation with pay. All full-time employees having completed eight (8) years of continuous service with the EMPLOYER shall accrue three (3) weeks' vacation with pay. All full-time employees hired prior to January 1, 1988, having completed fifteen (15) years of continuous service with the EMPLOYER shall accrue five (5) weeks vacation with pay. Vacation hours are accrued on a monthly basis on a prorated schedule:

Length of Service	Maximum Annual Allowance	Days accrued per month if average 40 hours/week	Hours accrued per month if average 40 hours/week
Less than 3 years	5 Days	0.417	3.333
3 + years	10 Days	0.833	6.667
8 + years	15 Days	1.25	10
Hired prior to 1988:			
15 + years	25 Days	2.083	16.667

C) An employee who has been on the payroll for one (1) year or more and who works an average of twenty (20) or more hours per week but less than forty (40) shall be entitled to prorated vacation with pay, based upon the above schedule and the average number of hours per week worked by said employee during the preceding year.

D) Employees, not terminated for misconduct, who have been on the payroll for one (1) year or more and who work an average of twenty hours or more per week shall be entitled to vacation pay accrued as above, prorated through their departure date upon termination; provided such employee has given not less than two (2) week's notice of resignation.

E) Eligible employees, after completing one (1) year of service with vacation hour balances may be paid out at the end of the calendar year. It is further agreed that vacation hours paid out at the end of a year shall be credited toward accrual of benefits for the first block of vacation time taken off without pay in the succeeding year only, up to but not to

exceed the hours paid out in the prior year. Such credit, if incurred, shall apply only for the first incident on a one-time basis each year. Such accommodation is offered to encourage employees to take vacation time off to get rest and relaxation so that they can be re-energized.

**SECTION 11. HOLIDAYS:**

A) 1) Calendar year 2008:

The following days shall be observed as holidays:

- New Year's Day
- Thanksgiving Day
- Christmas Day

5 Floating Holidays - Employees hired after January 1, 1988

7 Floating Holidays - Employees hired prior to January 1, 1988

2) Commencing January 1, 2009

The following days shall be observed as holidays:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Christmas Day

4 Floating Holidays - Employees hired after January 1, 1988

6 Floating Holidays - Employees hired prior to January 1, 1988

No reduction in pay may be made for such holidays. When any such holiday falls on Sunday, the day observed by the State or Nation will be considered the Holiday. All employees working on the above named holidays shall receive time and one-half pay in addition to their regular pay for such holiday. Floating holidays are not cashable and must be taken on a day mutually agreed between the employee and the EMPLOYER before November 1<sup>st</sup> of each calendar year.

Employee must give at least two (2) weeks in advance notice for request of a floating holiday.

B) In order to be eligible for holiday pay when no work is performed an employee must work, or be available to work, on the last regular day immediately prior to a

holiday AND on the first regular workday immediately following that holiday; except in cases of proven illness or injury or unless the absence is mutually agreed to in advance. An employee who fails to report to work as scheduled on holiday shall forfeit his/her holiday pay unless that employee can show a justifiable excuse to the EMPLOYER and UNION. In cases of illness or injury, this fact shall be confirmed by a doctor's certificate.

C) Employees who work thirty-two (32) hours a week, or over, are eligible for holiday pay and shall be paid on the basis of average hours paid in the preceding thirteen (13) weeks.

D) Employees who work less than thirty-two (32) hours, but twenty (20) or more hours per week, based on average hours paid in the preceding thirteen (13) weeks, shall receive 3 hours pay for each holiday named in this Agreement for which he/she is scheduled to work, but which is not worked because the EMPLOYER is closed for the holiday.

E) New employees shall not be "eligible" for holiday pay until after their first one hundred twenty (120) days of continuous employment have been completed.

## **SECTION 12. HEALTH, DENTAL, VISION, PRESCRIPTION DRUG AND LIFE INSURANCE:**

A) All regular employees as defined in this SECTION 14, and regular employees' eligible dependents, shall receive Health and Welfare Benefits provided by Teamsters Managed Trust Fund. (Medical Plan M511, Dental Plan D2 and Life Plan L5). During the twelve (12) months starting October 1, 2007 and extending through October 31, 2008 increases in the cost of the Health Plan will be equally shared/divided between the EMPLOYER and the employees on a 50/50 split basis. Effective November 1, 2008 and through years 2009 and 2010, employees will not be required to participate in additional increased costs of Health and Welfare Benefits. Monthly employee contributions shall be withheld from payroll earnings on a pre-tax basis.

B) For the purpose of this SECTION 14, regular employee is defined as one who works a minimum of 100 hours per month.

C) All paid straight time hours worked and hours paid but not worked, such as paid time off and holidays shall be counted in computing the one hundred (100) hour eligibility requirement.

D) New employees shall not be eligible for health benefits until after their first one hundred twenty (120) days of continuous employment. New employees shall not be eligible for dependent coverage until after completion of one (1) year of continuous employment

### SECTION 13. SICK LEAVE:

A) For employees hired after January 1, 1988:

1. After one (1) year of continuous employment, full-time employees covered by this Agreement shall have earned three (3) days of paid sick leave.
2. In the second and succeeding years of continuous employment, full-time employees covered by this Agreement shall earn six (6) days of paid sick leave.
3. Employees who work twenty (20) or more hours per week shall be eligible for prorated sick pay compensation.
4. Employees who work less than 20 hours per week shall not be eligible for sick pay compensation.
5. Employees who have accumulated in excess of eighteen (18) days of sick leave on their anniversary date with the company will receive 50% of their unused sick pay, which is in excess of 18 days.

B) For employees hired prior to January 1, 1988:

1. Full-time employees covered by this Agreement shall receive six (6) days sick pay compensation. Unused time shall be payable annually during the third week of December.
2. During the life of this Agreement, any employee hired prior to January 1, 1988, upon termination for any reason, shall receive a pro-rata share of unused accumulated sick pay compensation within seventy-two (72) hours.
3. Part-time employees who work less than twenty (20) hours per week shall not be eligible for sick pay compensation.

C) A doctor's certificate verifying an employee's illness or injury excuse may be required for absences of any number of days. A doctor's certificate verifying an employee's illness or injury excuse shall be required for absences of more than two (2) days.

D) Sick leave may be used only when an employee cannot attend work due to a bona fide illness or injury and may not be used as personal time off.

E) Employees may receive sick leave compensation only if regular work has been missed due to a bona fide illness or injury and the employee is eligible to receive such sick leave compensation. The employee must indicate on his/her time card that payment of sick leave is desired.

F) Time off requested for medical or dental appointments shall not be paid as sick leave. An employee must give his/her supervisor at least twenty-four (24) hours advance notice of medical or dental appointments, except in case of medical or dental emergency. The EMPLOYER, in its sole discretion, may request a doctor's or dentist's certificate of emergency. A doctor or dentist certificate verifying that an employee has kept a pre-arranged medical or dental appointment may be required by the EMPLOYER.

#### **SECTION 14. FUNERAL LEAVE:**

When a death occurs in the immediate family of an employee who has completed one (1) year of employment, he/she shall be entitled to a leave of absence of three (3) days with pay. Immediate family is defined as employee's father, mother, children, spouse, brother, sister, grandparents and grandchildren. The leave of absence shall be four (4) days with pay if the funeral is held outside of California. Proof of attendance may be required.

#### **SECTION 15. SUPPLEMENTAL INCOME PLAN:**

A) Effective March 1, 2008 the premium for the Supplemental Income Plan will be increased to sixty dollars (\$60.00) per month for all full-time employees working eighty (80) hours or more per month. The premium will be increased to sixty-one dollars and fifty cents (\$61.50) per month effective on March 1, 2009 and increase to sixty-three dollars and fifty cents (\$63.50) per month March 1, 2010.

#### **SECTION 16. EQUIPMENT AND UNIFORMS:**

It shall be the duty of the EMPLOYER to furnish any equipment or tools necessary for the safe operation and conduct of its business or for the completion of any service rendered. If special uniforms are required by the EMPLOYER, they shall be furnished and maintained by the EMPLOYER. It is the duty of the EMPLOYER to furnish, maintain and launder any specified type of uniforms, including coats, smocks or coveralls where such articles are required. The EMPLOYER will furnish rain gear where required.

It is strictly prohibited to wear a company issued uniform except while on the clock of the EMPLOYER or in transit to/from such employment.

The EMPLOYER proposes to collect a refundable "uniform deposit", not to exceed one hundred seventy five dollars (\$175.00) from each employee covered under this Agreement who is issued uniforms. Said uniform deposit will be refunded to the employee once he/she returns, as may be directed by the EMPLOYER or at the conclusion of the employment relationship, the issued uniform and all other apparel issued by the EMPLOYER. The EMPLOYER may retain a prorated portion of the uniform deposit for any item(s) not returned. The exact list of uniform items and values is to be determined by mutual agreement between the parties to this Agreement. Upon such determination and once the uniform items are issued, the EMPLOYER will make incremental payroll deductions available for the purpose of complying with the uniform deposit.

#### **SECTION 17. DISCHARGE:**

All employees may be discharged for just cause. Probationary employees, i.e., new employees in their first one hundred twenty (120) day of employment, may be discharged with or without cause, and without recourse by the probationary employee to the grievance and arbitration procedure set forth in section 18. Except as noted above, the EMPLOYER will not discharge or suspend any employee without just cause. If the EMPLOYER discharges an employee, the wages and unpaid vacation accrued at the time of discharge are due and payable immediately.

#### **SECTION 18. GRIEVANCE PROCEDURE, ADJUSTMENT BOARD AND ARBITRATION:**

PARKING AGREEMENT FOR Douglas Parking LLC and Teamsters Local 853 - OAKLAND, CALIFORNIA

The EMPLOYER will not discharge or suspend any employee without just cause, unless the employee is in his/her probationary period of employment in which case the EMPLOYER may terminate the employee's employment with or without just cause.

A) Time Limit for Filing A Grievance

1. Discharge: An employee may request an investigation of his/her discharge; any such protest shall be presented to the EMPLOYER within five (5) days excluding Saturday, Sunday and Holidays, after the employee becomes aware of the discharge. If not presented within such time period, the right of protest shall be waived.
2. All other complaints or disputes (excluding discharge) shall be presented to the EMPLOYER within ten (10) working days after the employee or the UNION becomes aware of the complaints or disputes.
3. Claims: All wage and benefit claims against the EMPLOYER must be made within ninety (90) calendar days of alleged violation and settlements made shall not exceed the last ninety (90) days of employment.
4. Employer Grievances: In the event the EMPLOYER has a grievance which it wishes to process against the UNION, it shall process such grievance pursuant to the procedure as outlined in SECTION 18, subsection b.

B) Grievance Procedure, Adjustment Board, and Arbitration

1. A grievance which cannot be settled directly by the local manager of the EMPLOYER shall be reduced to writing and referred by the UNION Business Representative to the local company representative within ten (10) working days.
2. All complaints concerning a violation of this Agreement, all questions or disputes concerning the meaning, interpretation, application or enforcement of this Agreement which are not settled in the manner above provided within five (5) business days, unless mutually extended, shall be referred to a Board of Adjustment upon written requests of either party who shall specify the nature of the complaint in such requests.
3. The Board of Adjustment shall consist of two (2) representatives of the UNION and two (2) representatives of the appropriate EMPLOYER. No member of the UNION directly involved in, or a party to the dispute, and no

EMPLOYER or representative of any EMPLOYER directly involved in, or a party to the dispute, shall be eligible to serve as a member of the Board of Adjustment. A decision by a majority of the members of such Board shall be final and binding on all parties. In the event that the Adjustment Board is unable to reach a decision by majority or unanimous vote on any such matter, such dispute shall be referred to an impartial arbitrator whose decision shall be final and binding. Each side shall pay one half (1/2) the charges of such arbitrator.

4. Selection of the impartial arbitrator shall be from a list of five (5) names, furnished by the Federal Mediation Service, with each side striking one (1) name in order to reduce the list by one (1) person. If the arbitrator so selected cannot hear the matter within forty-five (45) days, a second arbitrator elected by lot shall be the arbitrator, and so on. Neither the Board of Adjustment nor the arbitrator will have the authority in any manner to amend, alter or change any provisions in the Agreement.

5. Time limits projected herein may be extended or waived by mutual agreement between the parties

**SECTION 19. CALIFORNIA INSURANCE CODE SECTION 670:**

To be eligible for employment or continued employment, an applicant or employee must possess a valid California driver's license. An applicant's or employee's DMV printout must be free of violations mentioned in California Insurance Code Section 670, as amended, or its statutory equivalent in the event of repeal or change in section number, for the applicant or employee to be eligible for employment or continued employment.

Periodic unannounced reviews of employee DMV printouts shall be conducted by the EMPLOYER and/or its liability insurer. Any employee found to have violation(s) mentioned in Section 670 on his/her DMV printout shall have ninety (90) days during which to clear his/her DMV printout record to the satisfaction of the EMPLOYER and its liability insurer. During the 90 day period, or until such time as the employee has satisfactorily cleared his/her DMV printout, the employee shall be suspended from all work and shall be on leave

of absence without payer accrual of benefits of any kind. If the employee has not satisfactorily cleared his/her DMV printout record within ninety (90) days, the employee shall be subject to immediate termination. In addition to the foregoing grounds for immediate termination, the following shall be considered just cause grounds for immediate termination:

- a. Reporting for work without a valid California driver's license in his/her possession, and or refusing to show said license to any EMPLOYER representative requesting it.
- b. Reporting for work with a suspended, revoked, expired, altered or counterfeited driver's license in his/her possession.
- c. Forging, altering or counterfeiting, or causing to be forged, altered, or counterfeited a driver's license or DMV printout.

The foregoing list of grounds for immediate termination shall not be construed as being exhaustive. The EMPLOYER shall be the sole and absolute judge of whether any of the aforementioned offenses, or any other offenses deemed by the EMPLOYER in its sole and absolute discretion to be of equivalent severity, warrant immediate termination without warning.

#### **SECTION 20. TESTING:**

The EMPLOYER and the UNION recognize their obligation to provide an alcohol free and drug free work environment in the interest of employee safety, public safety, and the preservation of their business. The EMPLOYER agrees not to conduct random tests of employee for alcohol use or drug use. The UNION agrees that the EMPLOYER may require specific employee(s) to submit to an alcohol or drug test when the EMPLOYER has a justifiable suspicion that such employee(s) is(are) using, or under the influence of alcohol or drugs, or in the event of an accident investigation. Such test(s) will be performed on company time and at company expense.

The EMPLOYER and the UNION agree that all new employees must pass a drug test as a condition of their employment.

#### **SECTION 21. EFFECT OF AGREEMENT:**

- A) This Agreement, and any duly executed Letter of Understanding attached hereto and made a part hereof, constitutes the entire Agreement of the parties, and shall

fully and finally dispose of all demands of the UNION which heretofore have been made, or which might be the subject of collective bargaining through the duration of this Agreement.

B) In the event that any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any law, ruling, or regulation of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, the remainder of this Agreement shall remain in full force and effect unless part(s) so found to be void or illegal are wholly inseparable from the remaining portions of this Agreement. Notwithstanding the provisions of subsection (A) of this SECTION the EMPLOYER and the UNION further agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will promptly enter into negotiations concerning the substance thereof and there shall be no right to strike or engage in any lockout, or otherwise engage in any violation of SECTION 5 of this Agreement, on the part of the UNION and EMPLOYER during such interim negotiations.

**SECTION 22. DURATION AND TERMINATION OF AGREEMENT:**

This agreement shall remain in full force and effect from January 1, 2008 2012 to and including December 31, 2010, and shall continue automatically from year to year thereafter, unless either party serves notice on the other party in writing at least sixty (60) days prior to December 31, 2010, or subsequent anniversary date, of its desire to amend, modify or terminate this Agreement Upon such notice the parties will enter into negotiations in good faith, and if no agreement is reached by the expiration date either party may terminate the Agreement by notice in writing to the other party.

IN WITNESS WHEREOF, the undersigned parties have affixed their signatures on this  
8<sup>th</sup> day of Nov, 2012.

TEAMSTERS LOCAL 853

BY: Rome A. Aloise

Rome A. Aloise  
Secretary-Treasurer

Douglas Parking LLC

BY: [Signature]

Steven Douglas  
Member