

CASHIER, ATTENDANT & VALET PARKING ATTENDANT AGREEMENT

AGREEMENT by and between LAZ Parking California, LLC, party of the first part, hereinafter referred to as EMPLOYER, and the TEAMSTERS AUTOMOTIVE EMPLOYEES UNION, LOCAL NO. 853 (effective February 1, 2008 referred to as Local 853), of the International Brotherhood of Teamsters, party of the second part, hereinafter referred to as the UNION.

Section 1 Recognition:

1. The terms of this Agreement shall apply to employees of the Employer engaged in working as attendants, cashiers and valet parking attendants at the Oakland International Airport.
2. Employer recognizes the Union as the sole collective bargaining agent of its employees at the **Oakland International Airport**, within the classifications listed in Exhibit "A" attached hereto, excluding supervisors, foremen and other supervisory employees.

Section 2 Union Security and Check-off:

- 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 purpose of this Agreement, the term "good standing" means, tender to the Union of the regularly established initiation fees and periodic dues. This provision will become effective thirty-one (31) days after the execution of this Agreement or thirty-one (31) days after employment of the respective employees, whichever occurs later.
- B. When Employer needs additional employees, it may give the Union equal opportunity with all other sources to provide suitable applicants, but Employer shall not be required to hire those referred to by the Union. It is expressly understood that said Union referrals shall be made without preference or regard to race, color, religious creed, national origin, age, sex, physical handicap or Union or non-Union affiliation as provided in Section 3, Non-Discrimination.
- C. Upon receipt of a written assignment and authorization signed voluntarily by the employee on an appropriate form, Employer agrees to deduct monthly from the first paycheck of such employee in each calendar month all regular monthly dues required for Union membership. The amounts so deducted shall be remitted by the Employer to the Union or before the 15th day of each month. The Union shall indemnify and hold Employer harmless against any and all claims, demands, suits, proceedings, Labor Board or court orders, or any other liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of the check-off clause.

- D. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all "weeks worked." The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, 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 paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employers actual cost for the expenses incurred in administering the weekly payroll deduction.

Section 3 Non-Discrimination:

- A. The Employer and the Union will not discriminate either directly or indirectly, nor will they permit any of their agents, members or representatives to discriminate either directly or indirectly against any handicap, national origin or membership or non-membership in the Union.
- B. The use of the masculine ne gender in this Agreement shall include both male and female.

Section 4 Seniority:

- A. Seniority will be given consideration in the reduction and re-employment of forces, provided the employees remaining after such reduction, or the employee's eligible for re-employment, are capable of performing the work in a manner satisfactory to the Employer. When openings occur on any shifts, they shall be bid on by seniority. Seniority shall be defined as time worked at the Oakland International Airport for purposes of bidding schedules, vacations, layoffs and all other items contained in sub-section A.
- B. All newly hired employees shall be considered as temporary employees during a probationary period which extends the first ninety (90) calendar days of their employment with Employer. A temporary employee will not acquire seniority if laid off or discharged. During the probationary period, the termination of an employee shall not be made the subject of a g grievance against the Company.
- C. Solely for any employee who had been in the employ of the immediately preceding Oakland Airport parking services contractor and who was hired by Employer at the outset of its assumption of airport parking management responsibilities, upon completion of the ninety (90) day probationary period described in Subsection 4(B), such employee's seniority shall date from the employee's most recent hire date with the preceding Oakland Airport parking services contractor.

Section 5. Hours of Work:

The regular hours of work will be forty (40) hours per week, consisting of eight (8) hours of work within a spread of ten (10) consecutive hours per day, five (5) days per week. Employees may on an individual basis accept offers to work forty (40) hour week, consisting of ten (10) hours of work within a spread of eleven (11) consecutive hours per day.

For the purpose of this agreement regular fulltime employees will be defined as any employee who is regularly scheduled to work forty (40) hours per week. Unless otherwise notated in this agreement, part-time employees are defined as those employees who are regularly scheduled to work less than forty (40) hours per week. Part-time employees shall continue to receive benefits on a pro-rated basis. Pro-Rate Entitlement: Part-time employees shall receive vacation pay and holiday pay on the basis of hours normally worked.

Two fifteen (15) minute paid break periods will be provided. One break in approximately the middle of the first half of the day's hours of work and the other break in approximately the middle of the second half of the day's hours of work. Break periods will not unduly impair the operation. A half hour lunch shall be provided in approximately the middle of the workday.

Section 6 Wages:

Attached hereto and marked on Exhibit "A" is a schedule showing the classifications and wage rates and provisions of the employees covered by this Agreement. It is mutually agreed that said Exhibit "A" and the contents thereof shall constitute a part of this Agreement.

Section 7. Vacations:

- A. All regular employees having completed one (1) year of continuous service with the Employer shall be given one (1) week vacation with pay.

All regular employees having completed two (2) years of continuous service with the Employer shall be given two (2) weeks' vacation with pay.

All regular employees having completed five (5) years of continuous service with the Employer shall be given three (3) weeks' vacation with pay.

All regular employees having completed ten (10) years of continuous service with the Employer shall be given four (4) weeks' vacation with pay.

Vacations shall be granted between April 1st and September 30th at the

convenience of the Employer, however, this shall not preclude the Employer from granting vacations at other times by mutual agreement.

- B. For the purposes of this Section, a regular employee is defined as one who has worked an average of thirty (30) hours or more per week during the year immediately preceding. Vacation pay shall be based on the hours and schedules normally and regularly worked by the employee concerned. However, in no event shall vacation pay exceed forty (40) hours per week.
- C. Notwithstanding anything to the contrary in Section 7 above, employees entitled to vacation may not accrue more than 40 hours of unused accrued vacation. Any unused accrued vacation in excess of 40 hours will be paid at regular rates at the end of the calendar year.
- D. Employees with less than twelve (12) months of service who separate from LAZ Parking California, LLC will not receive vacation pay upon termination.
- E. Bid vacations based on the 25% rule: put this on a bulletin board so that the employees can see the schedule.
- F. After an employee submits a request for vacation time off, the Company shall let them know if the request is approved, within two (2) weeks of request. The Employer must respond within two weeks, if not, the Employee is entitled to the week (s) requested.

Section 8. Hours and Working Conditions

- A. Where it is necessary for an employee to remain on duty for lunch, lunch time shall be classified as working time, and paid for at the regular rate of pay.
- B. 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 by the Employer.
- C. Overtime shall be paid for at the rate of time and one-half (1 ½) for all work in excess of eight (8) hours in one day or forty (40) hours per week, except that those employees working a regularly scheduled work week of four (4) ten (10) hours days shall be paid time and one half for all hours in excess of ten (10) in one day. There shall be no duplication or pyramiding of overtime and/or premium pay

Section 9 Holidays:

- A. All regularly scheduled employees shall receive the following holidays with pay provided they have worked on the last scheduled work day prior to the holiday and the first scheduled work day after the holiday.

- B. All employees scheduled to work on the holiday must work in order to be paid holiday pay.
- C. The following days will be observed as paid holidays for all regular employees who have completed thirty (30) calendar days of employment:

New Year's Day
Washington's Birthday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day
Employee's Birthday
Martin Luther King Birthday

- D. When any holiday falls on a Sunday, the day observed by the State or Nation will be considered the holiday.
- E. Employees who work on a holiday shall be paid straight time for all hours worked in addition to holiday pay, or at the Employer's option, receive an alternative day off in lieu of the holiday pay.
- F. Holiday pay shall be paid without regard to whether the holiday falls on an individual employee's day off or scheduled vacation day.
- G. The Employer has the exclusive right to specify the number of employees who may be required to work on a designated holiday in order to maintain the necessary operations of the Company.
- H. An employee's birthday may be used as a floating holiday however, one (1) week notice is required for scheduling and if two (2) or more employees select the same day, seniority shall prevail.

Section 10 Management of the Facility:

- A. Except as specifically limited by the express provisions of this Agreement, the Employer retains exclusively to itself the traditional rights to manage its business and to direct its employees, including, but not limited to the following: to direct, plan and control operations; to change existing methods, materials, equipment, facilities and accounting practices and procedures and /or to introduce new or improved ones; to determine what products or services shall be provided, distributed, or performed, and to determine their design, marketing, advertising and pricing; to establish and change the hours of work (including overtime work); to select and hire employees, determine their qualifications and training, assign them to as needed, to transfer, suspend, discipline and discharge employees or just cause (probationary employees without cause); to make and enforce reasonable shop rules not inconsistent with the provisions of this Agreement; to lay off and to relieve employees from duty because of lack of work or other legitimate

reasons; and to utilize suppliers and subcontractors including those performing janitorial and other maintenance work which is not of a mechanical nature. The rights herein reserved shall not be exercised inconsistently with or in violation of any other provision of this Agreement, and any such right exercised by the Employer which is deemed to be in breach of another Section may be Challenged under Section 13 of this Agreement.

B. Obey First, Grieve Later Provision, unless the order is unsafe or demeaning. - An employee who is directed perform a particular duty by the Company is required to obey that direction, instruction or order. If an employee desires to contest the justness or appropriateness of such direction, instruction order, the provisions of the grievance procedure in Section 13 hereof shall be followed. In no case shall an employee refuse to perform any duty, not contrary to law. Should an employee refuse to perform any duty, not contrary to law, he/she shall be subject to discipline, suspension and or discharge by the Company.

C. In each case where the Employer has probable cause to believe that an employee's job performance is impaired by the use of alcohol or drugs, the Employer may require the employee to submit to a physical examination including a drug or alcohol screening on Employer time and at the Employee's expense. In addition, the Employer shall have the right to require an alcohol or drug screening on Employer time and Employer's expense for each employee at the termination of such employee's leave of absence in excess of thirty (30) days, or after an accident involving property damage, personal injury or lost time. D.O.T. levels shall be determinative in establishing positive levels of the presence of drugs.

In any case not involving a serious offense sufficient to justify immediate discharge, such as, but not limited to, dishonesty, insubordination, use, possession or being under the influence of drugs or alcohol or refusal to submit to a drug or alcohol test, fighting or harassment of Employer's employees or customers, an employee shall not be discharged unless the employee has received at least one (1) previous warning notice from the Employer, with a copy to the Union.

D. Notwithstanding the above, the parties hereto acknowledge that the Port of Oakland ("POA") (which has contracted with Employer for the parking services which provide employment hereunder) retains the right, in its sole discretion, to require the permanent removal from employment at the Oakland Airport facility, of any employee working under this Agreement, if such employee shall have failed to perform as required by POA guidelines as set forth in Exhibit B hereto, or who operates a vehicle recklessly. The parties hereto further acknowledge that the Employer must comply with any such direction to remove an employee as soon as written notice of such discretion is received from the POA.

E. It is recognized that the Employer has the exclusive right to manage

its facility and direct its employees as its judgment deems is proper, unless restricted by the specific language of this Agreement, and the failure to exercise any such function or right is not a waiver of it nor does exercising it in one manner preclude it from exercising it in a different manner, so long as, in each case the Employer's action is not in conflict with the express provisions of this Agreement. Any deviation from the standard warning or disciplinary procedure may not be used by the Union on any employee as any precedent to future action or used in any grievance or arbitration procedure or hearing.

- F. Alcohol/Drug Rehabilitation: Once during employment with LAZ Parking and at the request of the employee, an employee shall be permitted to take a leave of absence, up to a maximum of ninety (90) calendar days for the purpose of undergoing treatment pursuant to an approved program from alcoholism or drug use, consistent with the requirement of local, state and federal law. An employee on such leave of absence may not engage in any employment or services for any other competitive employer.

Section 11 Change in Laws:

Should any provision of this Agreement or any applications thereof become unlawful by virtue of any Federal or State Law or Executive Order of the President of the United States or Governor of the State of California pursuant to law, or by final adjudication of any Court of competent jurisdiction, the provisions or application of a provision of this Agreement shall be modified in compliance with law, order, or final adjudication, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

Section 12 Complete Agreement:

The waiver of either party of any provision or requirement shall not be deemed a waiver of such provision or requirement for the future or in the past, and shall not constitute a modification of this Agreement unless such provision or requirement is reduced to writing and signed by the parties of this Agreement. An arbitrator shall have no authority to determine or consider that this provision has been waived.

The parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining agreement and that all decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement and any appendices and side letters hereto. Any duty to negotiate concerning any such subjects is hereby Waived by the Company and the Union for the term of this agreement.

Section 13 Grievance and Arbitration:

- A. Attempts will be made to informally resolve grievances between the Employer's Airport Parking Manager and the Union's Representative; however, if this cannot be done within five (5) working days from the time the employee becomes aware of the event or events giving cause to such grievance, the grievance shall be reduced to writing and submitted to the Employer's Regional Manager.
- B. In the event the grievance is not resolved, both parties must agree to submit the grievance to the Board of Adjustment within ten (10) working days.
- C. The Joint Adjustment Board shall be composed of two (2) representatives of each contracting party. If they cannot agree or if there is no agreement on a Board of Adjustment, the matter will be

submitted to arbitration.

- D. The arbitrator will be selected under the rules and procedures of the Federal mediation and Conciliation Service, unless otherwise mutually agreed upon. Expenses of the Arbitrator shall be equally shared by the Union and the Employer.
- E. Grievances not processed in accordance within foregoing time limits shall be automatically null and void.
- F. The Employer may, in its discretion, give written or verbal reprimands or warnings in lieu of demotion, suspension or discharge. The receipt of a warning or reprimand shall not be subject to the grievance procedure but the merits thereof shall be.
- G. Warning notices issued as a result of disciplinary action shall be effective for a period of twelve (12) months.

Section 14 Sick Leave:

- A. Regular full-time employees covered by this Agreement who have been continuously employed by the Employer for a period of at least one (1) year shall thereafter be entitled to accrue paid sick leave at the rate of $4 \frac{2}{3}$ straight-time hours per month of service. A doctor's certificate or other reasonable proof of illness may be required by the Employer, in cases where the absence exceeds forty-eight (48) hours or more. No note will be required for absences less than forty-eight (48) hours.
- B. Such leave with pay shall be applicable only in case of bona fide illness or accident and shall be paid for each workday absence until the sick benefit allowance is used up.
- C. For the purpose of this Section, full pay shall mean pay for the regular daily schedule of working hours for those days which the employee would have worked had the disability not occurred, calculated at straight time.
- D. Sick leave benefits shall accumulate from anniversary date to anniversary date. The employees shall be eligible for a cash out of up to 50% of any unused sick leave benefits, after one hundred and sixty eight (168) hours of accumulation, for any days on the books exceeding those one hundred sixty eight (168) hours.
- I. In industrial injury (or disability) cases, if Worker's Compensation (or Disability Compensation) and sick benefit allowances are paid, the sick

benefit payment shall be reduced so that the sum of the two shall not exceed the gross amount of the sick benefit otherwise payable for said period.

- F. Employees with sick benefit allowance shall be paid for sick leave in the paycheck for the work week in which the illness or accident occurred, as long as the employee notified management of the nature of the illness or accident and the desire to be paid sick leave allowance.
- G. Those employees who are requested to submit certification and refuse or fail to submit certification shall forfeit payments made or to be made from the sick leave allowance.
- H. In no case shall sick leave payments be credited against or be taken into consideration in computing current Worker's Compensation disability payments, however, sick leave payments may be reduced as described in Subsection (F), above.

Section 15 Health and Welfare:

- A. The Health and Welfare benefit shall include the following: medical, prescription, dental and a \$10,000 life insurance benefit for full-time employees as defined in this agreement.

Effective January 1, 2008, the Health and Welfare plan shall be administered and provided by the Teamsters Managed Trust. The Employer agrees to contribute the following amounts to the Teamsters Managed Trust "Kaiser Only" plan; Employee Only \$389 per month; The Employer will pay 50 percent of the difference between the Single Rate premium and the Employee plus one dependent rate and the difference between the Single Rate and the Family Rate. After October 1, 2008, premium increases shall not occur more than once per year and shall not exceed seven percent per year. The Employer shall pay the increase in premium to the Single Rate up to seven percent. Any increase to the Single Rate above the seven percent cap shall be paid 50 percent by the employee and 50 percent by the Employer. All increases to the health and welfare premium for employee plus one and family coverage shall be paid at 50 percent by the employee and 50 percent by the Employer.

- B. Full-time employees shall be eligible for participation in the Plan on the first day of the month following one hundred eighty (180) Calendar days of employment.

- C. The health and welfare providers for the Plan will be Kaiser (Medical) and Bright Now Dental and Pacific Union Dental (Dental)

Section 16 No Strike/No Lock-out:

There shall be no strike or lock-out during the term of this Agreement.

Section 17 Assignments:

The parties agree that in the event the Employer sells a controlling interest in its stock or assets, this Agreement shall be included as a condition of such sale, and shall run to its conclusion as the contract of the successor company, applicable to the particular plant thus sold, merged or transferred. The Union likewise binds itself to hold this contract in force to its termination, and agrees that no part of this Agreement shall be assigned to any labor organization other than those which are parties hereto, without the consent of the parties hereto.

Section 18 Personal Leave of Absence (PLOA):

A PLOA may be granted for a maximum period of three (3) months at the discretion of the Employer. A PLOA will be automatically canceled and employment terminated if the employee begins work elsewhere after the PLOA commences and before returning to work with the Employer. In all PLOA's a definite date of return will be provided in writing to the Company. PLOA's without pay and without medical benefits for reasonable purposes may be granted to any regular full-time employee for a period of time not to exceed two (2) months whenever the work of the operation concerned will not be unduly impaired by such absence.

In addition, the Employer may, but is not obligated to, grant extensions of PLOA's for personal reasons. Any request for an extension shall be submitted in writing no later than thirty (30) days before the expiration of the leave.

The employee shall accrue vacation leave, sick leave, or seniority while on no more than thirty (30) days PLOA.

For all personal leaves, the employee shall be required to exhaust all accrued vacation leave before being granted time off pursuant to this Section.

In the case of PLOA's not in excess of thirty (30) days, the employee shall be returned to a position in the same job classification, though not necessarily the same shift in which he or she was formerly employed.

Section 19 Family Leave:

Notwithstanding any other provision of this Section 21, the Employer shall provide unpaid leaves of absence and maintain benefits during such leaves in conformity with the California Family Right Act of 1993 which appears at Section 12945.2 of the California Government Code, and the Family Medical Leave Act of 1993 and any amendments wither Pursuant to said statutes the Employer shall grant to each employee who has completed one (1) year of service and has worked 1,250 hours in the year preceding the leave, leave for the birth or adoption of a child or placement of a child for foster care, or for the care of parent of person similarly situated or a spouse. Leave shall also be granted for an employee's own serious health condition, including pregnancy related disabilities. The duration of leave under this paragraph shall be up to twelve (12) weeks during a one-year period. The employer may at its discretion, require or permit an employee taking leave under this paragraph to substitute for such leave, accrued but untaken vacation time. If an employee requires leave under this paragraph for the employee's own serious health condition, the Employer may, at its own discretion, require or permit the employee to substitute accrued, but unused sick leave for such leave. Intermittent leave shall also be allowed for the care of a spouse, parent or child subject to appropriate medical certification. Employees who qualify for leave pursuant to the is paragraph and return within the time specified shall be assigned to the position, which they occupied at the time of taking leave, or a comparable position, providing such position exists. Any employee seeking reinstatement following a leave taken pursuant to this paragraph shall have no greater rights to a position than if the employee had been continuously employed during the period of the leave. Employees who qualify for leave under this paragraph shall continue to be covered by the medical plan set forth in Section 15 of the duration of said leave; provided, however, that in the event that the employee does not return at the end of the leave period, the Employer may recover the cost of any said premiums.

Section 20 Bereavement:

In the event of death in the immediate family of an employee, the employee will be allowed up to five (5) consecutive working days off to arrange or to attend the funeral. For purposes of this policy, the employees immediate family is defined to include his/her current spouse, father, mother, sister, brother, child, current mother-in-law, current father -in-law, grandparents or grandchildren. The employee will be paid his regular base wage (for the number of hours he/she ordinarily worked on the days off) for each day of absence up to a maximum of three (3) days upon providing satisfactory evidence to support his/her claim.

Section 21 General Provisions:

1. The parties agree that this Agreement constitutes a collective bargaining agreement as referred to in :
 - a. Oakland Ordinance 12050 C.M.S., otherwise known as the Oakland Living Wage Ordinance(Ordinance);
 - b. Board of Port Commissioners, City of Oakland

Port Ordinance No. 3666, establishing a Living
Wage Requirement; and

- c. Oakland City Council Resolution No. 76864 C.M.S. Oakland City Charter Amendment. Living Wage and Labor Standards at Port Assisted Businesses, voted by Elector on March 5, 2002; and that this Agreement supersedes all such provisions.

Should any of the foregoing Living Wage provisions be repealed, amended, modified or deleted in an material respect, or found inapplicable to persons employed at the Oakland International Airport parking facilities, then this Agreement shall be opened for further negotiations, unless at such time other living wage or minimum prevailing wage requirements are then applicable to such employment. If applicable, such reopener shall be effective upon not less than ten (10) calendar days of written notice of the party seeking to invoke this reopener provision.

2. The Union will notify the Employer in writing the name of the authorized Shop Steward and one (1) alternate Shop Steward. The Shop Steward or the alternate Shop Steward in the absence of the Shop Steward will be permitted a reasonable amount of time, with pay during his regular workday, to file and process a grievance as provided in the Agreement between the Employer and the Union.
3. In the event of the parking location changing from one firm to another, the former firm shall, at or prior to the date of change pay off all obligations to employees, including unpaid wages, prorated vacation, unpaid vacations, unpaid premiums, or contributions to the health and welfare plan through the date of the termination.

Section 22 Duration:


Upon its execution by both parties this Agreement will be effective as of July 1, 2014. This Agreement shall thereafter continue in full force and effect, without change, addition, or amendment to and including May 31, 2017, 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 May 31, 2017 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.

Notwithstanding anything to the contrary above, at such time as the current contractor ceases to operate at the Oakland International Airport this contract shall terminate as to the Employer, but the Union agrees to keep this contract in effect on a month to month basis with a successor employer.

IN WITNESS WHEREOF, the undersigned parties have affixed their signature on this

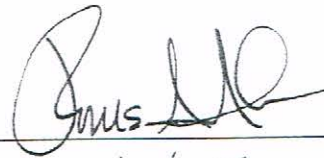
_____ day of _____ 20____.

FOR LAZ PARKING CALIFORNIA, LLC:
LOCAL 853:
(Oakland Airport)

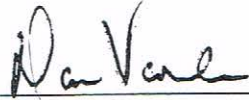


Date: 10.20.15

FOR TEAMSTERS



Date: 11/11/15



Date: 10-20-15

EXHIBIT A WAGES

Effective July 1, 2014, all employees governed by this Agreement shall receive a three (3) percent increase to their current base rate of pay

Starting Wages (New Employees) - July 1, 2014

Commensurate with the Port of Oakland living wage

Valet

Cashier maintenance & Attendance Traffic Employees

Effective June 1, 2015, all employees governed by this Agreement shall receive a three (3) percent increase to their base rate of pay

Effective June 1, 2016, all employees governed by this Agreement shall receive a three (3) percent increase to their base rate of pay

Work Out of Classification

Employees of Employer who work primarily as valets may nevertheless work as cashiers and/parking attendants at the rates set forth above. Regardless of the number of hours any such employee may work in a day in a classification under this Agreement, the Employee shall be paid at the valet rate for any work performed as a valet on the same day. In any event employees classified as cashiers are assigned to perform valet work during all or part of a day, they shall be paid as cashiers for all hours worked that day.

Any employee authorized by the Employer to work the graveyard shift or to perform services training other employees will be entitled to differential pay set by the Employer, which will not exceed 10 percent above the regular rates. No shift or other differential amount, if paid hereunder, will be subject to increase on account of overtime work as such differential will remain the same during both regular and any overtime hours.

EXHIBIT B

POA Requirements for Employers of Operators/Contractors

All of Operator's cashiers and supervisors shall possess satisfactory work qualifications and experience with respect to their areas of responsibility.

Operator shall conduct Department of Motor Vehicle (DMV) checks on all personnel having assignments which include driving responsibilities. Any employees assigned to jobs with driving responsibilities must possess and maintain a valid State of California driver's license for the duration of the job assignment. The Operator shall verify the procurement and continuing validity of such licenses at all times. Operator will represent and warrant that all such employees are duly trained and qualified to operate a motor vehicle. DMV printouts are to be kept on file and updated every three months. All employees, while on or about the Airport and acting within the course and scope of employment by Operator, shall be clean, neat in appearance, and uniformly attired, and shall behave courteously. No such personnel shall use improper language or act in a loud, offensive, or otherwise improper manner. Operator shall act to prevent the wrongful acts and omissions of its employees on or about the Airport. Operator shall control the control, demeanor and appearances of its agents, employees and officers at the Airport. Operator shall act to prevent its employees from violating any of the following:

1. Failing to maintain a neat personal appearance as determined by the dress code set forth by the Director;
2. Failing to possess proper photo ID at all times while on Airport premises;
3. The use, possession or being under the influence of any alcoholic beverage or prohibited substance while operating a vehicle on Airport property;
4. Use of profane or vulgar language directed to or at the public, airport personnel, or those designated by the Airport to supervise operations;
5. Smoking, eating or littering while on duty;
6. Any "clocking" in or out using another employee's card or identification;
7. Providing services or working for any other entity, including the Operator, other than the Services for the Port while on duty;
8. Solicitation of customers for sale of goods or services, or for tips or other unauthorized exchange of money;
9. Providing false information to customers;
10. Failure to obey road signs, follow traffic rules and regulations or operate a vehicle in a safe manner as required by the California Vehicle Code and the Department of Transportation regulations as well as ordinances and rules of the City of Oakland and the Airport

11. Failure to follow other Airport rules and regulations.

12. Accident Liability" – The Employer and the union agree that an accident resulting in five thousand dollars (\$5,000) or more damage shall constitute just cause for immediate discharge, provided the employee is at fault and subject to the grievance procedure.

Attendants and supervisors shall be able to understand written and oral instructions in English, to communicate commands, directions and customer information in English, and to interact in a professional and courteous manner with Airport staff, customers and other users of the Airport.

11. Failure to follow other Airport rules and regulations.

12. Accident Liability" – The Employer and the union agree that an accident resulting in five thousand dollars (\$5,000) or more damage shall constitute just cause for immediate discharge, provided the employee is at fault and subject to the grievance procedure.

Attendants and supervisors shall be able to understand written and oral instructions in English, to communicate commands, directions and customer information in English, and to interact in a professional and courteous manner with Airport staff, customers and other users of the Airport.