

Table of Contents

ARTICLE 1 - ARTICLE OF AGREEMENT	3
PREAMBLE	3
ARTICLE 2 - RECOGNITION	3
ARTICLE 3 - UNION MEMBERSHIP	4
ARTICLE 4 - PROBATIONARY PERIOD.....	4
ARTICLE 5 - SENIORITY	5
ARTICLE 6 - HEALTH AND SAFETY	6
ARTICLE 7 - HOURS OF EMPLOYMENT / WORK SCHEDULE	7
ARTICLE 8 - ANNUAL LEAVE.....	8
ARTICLE 9 - HOLIDAYS.....	9
ARTICLE 10 - BEREAVEMENT LEAVE.....	10
ARTICLE 11 - JURY DUTY	10
ARTICLE 12 - HEALTH AND WELFARE	11
ARTICLE 13 - PENSION/RETIREMENT PLAN.....	11
ARTICLE 14 - MANAGEMENT RIGHTS	11
ARTICLE 15 - COMPANY RULES.....	12
ARTICLE 16 - CONFLICT OF INTEREST	12
ARTICLE 17 - NEPOTISM	13
ARTICLE 18 - GRIEVANCE AND ARBITRATION.....	13
ARTICLE 19 - UNION STEWARDS & REPRESENTATIVE FACILITY ACCESS.....	14
ARTICLE 20 - NO STRIKE OR LOCKOUT	15
ARTICLE 21 - SEVERABILITY.....	15
ARTICLE 22 - NO ORAL OR IMPLIED AGREEMENT.....	15
ARTICLE 23 - LEAVES OF ABSENCE.....	15
ARTICLE 24 - CLASSIFICATIONS & WAGES.....	16

ARTICLE 25- LABOR/MANAGEMENT COMMITTEE 19
ARTICLE 26 – SUBCONTRACTING 19
ARTICLE 27 – D.R.I.V.E. AUTHORIZATION..... 19
ARTICLE 28- SIGNATURES20

Agreement

Between

San Diego Convention Center Corporation

And

**Teamsters, Chauffeurs, Warehousemen
And Helpers Local 542**

Effective

November 1, 2019 through October 31, 2024

ARTICLE 1 - ARTICLE OF AGREEMENT
PREAMBLE

THIS AGREEMENT is entered into this 4th day of November, 2019, by and between the TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 542 ("Union") and the SAN DIEGO CONVENTION CENTER CORPORATION ("Corporation") employing workers in all classifications under the jurisdiction of the Union.

1.1 It is agreed by and between the Corporation and the Union that the following terms and conditions shall be and remain in effect during the life of this Collective Bargaining Agreement.

1.2 This Agreement shall be in full force and effective from the 1st day of November 2019 through and including the 31st day of October, 2024, and from year to year thereafter, unless written notification is given by either party to this Agreement, to the other not less than sixty (60) days prior to October 31, 2024, signifying their intention to terminate, modify or change this Agreement.

ARTICLE 2 - RECOGNITION

2.1 The Corporation hereby recognizes the Union as the sole collective bargaining representative for all employees of the Corporation performing the work described herein; as long as such recognition shall not be in conflict with or in violation of any statute, law or ordinance of the Government of the United States or its political subdivisions.

2.2 No individual employment contracts shall be entered into for employees covered by this Agreement unless by consent of both parties.

2.3 No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in or activities on behalf of the Union.

2.4 The Corporation and the Union agree that provisions of the Collective Bargaining Agreement shall be applied without regard to race, color, religion, sex including sexual orientation and gender identity, national origin, disability, protected Veteran status, or any other characteristic protected by applicable federal, state, or local law. Any reference to the male gender is intended and shall be deemed to include the female gender.

2.5 Shop stewards and/or Business Agent will be invited to meet new hires at division orientations immediately

following the Corporate New Hire Orientation. Shop stewards and/or Business Agent will be notified by the Public Safety & Guest Services management when a new hire will start. Shop stewards and/or Business Agent will be notified, by email, as soon as is possible but not later than close of business the Friday before a new hire orientation.

ARTICLE 3 - UNION MEMBERSHIP

3.1 All employees covered by this Agreement shall on or immediately following thirty-one (31) days after their employment, or on or immediately following thirty-one (31) days after the signing of this Agreement, whichever is later, become members of the Union and retain such membership in good standing as a condition of employment. "Membership in Good Standing" shall mean an employee who tenders the periodic dues and Initiation Fees uniformly required as a condition of acquiring or retaining membership. The Union agrees to accept said employees into membership on the same terms and conditions generally applicable to other members.

3.1.1 The Union agrees to exclude from Union membership requirements of those individuals who are employed in shadow positions or interns for the Corporation through an opportunity youth program who may or may not receive compensation from their associated program. The Corporation agrees that no such youth programs will interfere with work or replace work that should be performed by the classification(s) listed in the Agreement.

3.2 Check-off

3.2.1 The Corporation agrees to a check-off for the payment of Union dues and initiation fees, and to deduct such payments from wages of all employees covered by this Agreement and remit same to the Union in accordance with the terms of signed authorization by such employees which the Union agrees to furnish the Corporation. Remittance of such dues and initiation fees deducted from the employee's paycheck by the Corporation to the Union shall constitute payment of said dues and initiation fees by the employee. The Corporation shall remit dues deducted from the full-time employee wages by the twentieth (20th) of the calendar month for which such deductions are made. Dues deducted from part-time employees' wages shall be remitted by the twentieth (20th) of the month following the calendar month for which such deductions are made.

3.2.2 The regular monthly dues and initiation fees for employees shall be deducted from the employees' paychecks. The method of such dues deductions shall be compatible and consistent with the Corporation's payroll systems and accounting practices.

3.2.3 All sums deducted for monthly dues and initiation fees shall be remitted monthly to the Union together with a list of employees for whom the payment is made.

3.3 Suspended or Expelled Members. Upon written notice from the Union that any employee is not in good standing and the reasons therefore, the Corporation shall remove such employee from the schedule and shall discharge such employee within thirty-one (31) days of such notice unless within thirty-one (31) days the employee returns to good standing status with the Union.

3.4 The Corporation shall inform new employees of their obligations to the Union as provided for in this Collective Bargaining Agreement. The Corporation will issue a Union membership form and/or dues authorization, to be provided by the Union, to each new employee who is employed in a classification covered by this Collective Bargaining Agreement. The Corporation will provide the Union with a list of new employees.

3.5 The Union shall indemnify the Corporation, hold it harmless, and provide a legal defense from and against any and all suits, claims, demands, actions and liabilities that may arise out of or by reason of any action that shall be taken by the Corporation for the purpose of complying with the provisions of Article 3.

ARTICLE 4 - PROBATIONARY PERIOD

4.1 The probationary period for a new employee shall be six (6) months from the last date he is placed on the Corporation payroll providing the probationary period has not been interrupted by extended illness or leave of absence of more than five (5) working days. If there is an interruption, there shall be an extension made for the number of days missed to fulfill the six (6) month requirement. Extensions of the probationary period shall not effect the employee's seniority date as per Article 5. During the probationary period the Corporation may discharge any employee without recourse to the grievance and arbitration procedure.

4.2 Employees voluntarily transferred or promoted to a new classification shall be probationary for the first six (6) months, providing the probationary period has not been interrupted by extended illness or leave of absence of more than five (5) working days. If there is an interruption, there shall be an extension made for the same number of days missed to fulfill the six (6) month requirement. During the probationary period the Corporation may discharge the employee from such position for failure of probation without recourse to the grievance and arbitration procedure. Employees shall be entitled to return to his former position. Such return to the employee's previously held position may displace the least senior employee in the classification.

ARTICLE 5 - SENIORITY

5.1 Seniority and Work Records. The basis for determining seniority is an employee's continuous length of service with the Corporation and the dates from the last date of employment in a classification. A blind drawing of names by the employees involved shall determine seniority for those new employees with the same hire date within the classification. An employee shall have two seniority dates: one from date of employment with the Corporation and one by classification. For purposes of this section a work record shall be maintained for each employee showing employment dates, time spent in various job classifications and any other information pertinent to this Agreement.

5.1.1 Continuous service for purposes of determining seniority shall be considered broken in the event of; discharge; resignation or other termination of service by voluntary act of the employee, including job abandonment; lay off with less than six (6) months employment; continued absence from work for more than twelve (12) months; fails to report to work within three working days after recall notification.

5.2 Use of Seniority. Seniority shall be used for full-time Public Safety/Guest Services representatives for purposes of layoffs, recalls, and shift schedules as provided below. Providing qualifications being equal, seniority shall prevail. For purposes of early release on a shift volunteers shall be requested. If not enough staff volunteer then staff will be released in reverse order of seniority with the junior employees being released first. For this purpose a seniority list will be utilized.

5.2.1 Layoff:

5.2.1.1 In the event layoffs of full-time employees become necessary at any of the Corporation's facilities, as a result of permanent or long term reduction of the Corporation's business, the Corporation shall advise the Union of such circumstances and may request a meeting to discuss staffing levels and requirements. The parties may consider alternatives to layoffs, including, but not limited to, voluntary work furloughs or job sharing programs. In the event the parties are unable to reach an agreement, the Corporation may implement layoffs under the following terms and conditions.

5.2.1.2 Layoffs shall be done in reverse order of seniority with the junior employees being laid off first.

5.2.1.3 Employees who are laid off from their classification may bump back into their previous classification.

5.2.2 Recall:

5.2.2.1 Employees laid off shall retain recall rights for a period of one (1) year.

5.2.2.2 Recalls shall be in order of seniority.

5.2.3 Promotions (part-time to full-time):

5.2.3.1 Whenever a full-time position covered by this collective bargaining agreement becomes available, the Corporation shall announce such vacancy through bulletin board posting and lineup announcements, and allow fourteen (14) calendar days for employees to bid for such promotion.

5.2.3.2 In order to be eligible to bid for the full-time position the part-time employee must have (1) passed their probationary period, and (2) not have two (2) verified written employee counseling notices, or an employee counseling notice which resulted in suspension, in his file within the six (6) month period immediately preceding the promotion announcement date. A written warning which is being grieved, and on which no final resolution has been reached, shall not constitute a written warning for the purpose of this section.

5.2.3.3 The top ten (10) senior eligible employees within the classification, and who bid, shall be interviewed and given first consideration. The promotion shall be awarded on the basis of merit, skill, ability and knowledge. Where more than ten (10) employees share the same seniority date, the bid list shall be expanded to include all employees with that date. (For example, three (3) employees one date, two (2) employees another date and seven (7) employees a third date). The top ten (10) senior eligible employees will be determined based upon seniority within the classification. If no employee is selected from the top ten (10) senior eligible employees, the remaining eligible employees who have placed their name on the bid list for promotion shall be interviewed and given consideration. If no employee is selected from the remaining bid listed employees, the position will be opened to outside applicants. When less than ten (10) eligible employees within the classification bid for promotion the position shall be opened to outside applicants including those employees who have not passed their probation. The primary intent is to promote employees within the division. However, if no employee who bids is selected, the position may be opened and awarded to applicants from outside the bargaining unit.

5.2.3.4 Selection of qualified applicants is at the sole discretion of the Corporation. However, the decision of the Corporation to not select employee(s) from the bid list may be grieved through the grievance procedures outlined in this Agreement.

5.2.4 Shift Changes:

5.2.4.1 Shift changes for full-time Guest Services Representatives occur on the first Saturday in January and the first Saturday in July and at other times as determined solely by the Corporation. Shift changes, which occur on the first Saturday of January and July, may be adjusted due to business needs as determined by the Corporation; such adjustment shall not exceed thirty (30) days. When shift changes occur, employees shall be provided the opportunity to bid for preferred shift assignments. Full-Time employees shall provide Division Management with their shift assignment preferences. Shift assignments shall be made based upon seniority and employee preference.

ARTICLE 6 - HEALTH AND SAFETY

6.1 The Corporation agrees that safety is an important component of the workplace. The Corporation therefore agrees to provide proper safety appliances and equipment to safeguard the health and safety of employees. The Corporation agrees to observe state laws regarding working conditions for employees and will comply with all applicable Federal and State OSHA laws and regulations pertaining to occupational health and safety including The Hazardous Substance Information Training Act.

6.2 The Corporation and the Union agree that the issue of safety and hazardous conditions shall be reported to an employee's supervisor immediately upon their discovery. The supervisor shall attempt to correct such conditions as soon as possible.

6.3 In the event the supervisor is not able to correct the condition within seven working days, he will advise and work with his manager, the Department Head and the corporate Safety Manager.

6.4 No employee shall be required to perform duties in an unsafe manner.

6.5 The employees agree that they will comply with all Federal and State OSHA laws and regulations and all Corporation safety policies, rules and procedures.

6.6 The Corporation agrees a minimum of two members of the unit will be assigned to attend the monthly Employee Safety Committee Meetings. The two members proposed by the union must be mutually agreeable between the Union and the Corporation. One will attend the month the meeting is in the morning and the other will attend the month the meeting is in the afternoon. Each shall remain the representative for a minimum one-year period. In the event a shop steward is not available to attend an Employee Safety Committee Meeting, the supervisor may assign a replacement scheduled to work on the day and time of the meeting to attend. A member unable to attend an Employee Safety Committee meeting must provide three weeks' notice in order for an assigned replacement. Last minute notifications due to call off or notification within three weeks of the meeting date may result in a last minute or no replacement.

ARTICLE 7 - HOURS OF EMPLOYMENT / WORK SCHEDULE

7.1 The workweek shall be any seven (7) consecutive days adopted by the Corporation for its operations.

7.2 The normal work schedule for full-time employees shall consist of five (5) eight and one-half (8 ½) hour days (including one-half hour unpaid lunch break) per week. The workday shall begin at the start of the first shift and end at the end of the third shift. There is no normal working schedule for part-time employees.

7.3 A full-time employee is one who is regularly scheduled for a forty-hour workweek. Full-Time employees will be scheduled in a manner, which provides for two consecutive days off.

7.4 Employees shall be allowed a rest period of fifteen (15) minutes in each four (4) hour work period, which insofar is practical, shall be in the middle of the work shift. These rest periods shall be included within the employee's regular work shift and no deductions shall be made from wages. Each employee shall be entitled to a minimum one-half (1/2) hour unpaid lunch period after five (5) hours of work, except when not more than six (6) hours will complete the day's work and the employee voluntarily elects to forego the meal period.

7.5 Overtime at the rate of one and one-half (1-1/2) times the regular rate of pay shall be paid for all time worked in excess of eight (8) hours per day or forty (40) hours per week. Double time shall be paid for all hours worked in excess of twelve (12) hours in a workday. Full-Time employees working seven (7) consecutive days, except as a result of a shift change at the choosing of employees in accordance with Article 5 of this Agreement, shall be paid one and one-half times (1 ½) the regular rate of pay for the first eight (8) hours on the seventh (7) day and two (2) times the regular rate of pay for all hours in excess of eight (8) hours on the seventh (7th) day, and every day thereafter until the employee receives a day off. All other hours shall be paid at straight time.

7.5.1 Holiday's, as listed in Article 9, not worked shall be considered as time worked for purposes of figuring overtime for full-time employees.

7.5.2 The Corporation, at its sole discretion, may establish a workweek schedule of four (4) ten and one-half (10 ½) hour workdays (including one-half (1/2) hour unpaid lunch break). When such work schedule is established employees shall be paid overtime at the rate of one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of ten (10) hours per day or forty (40) hours per week. Double time shall be paid for all hours worked in excess of twelve (12) hours in a workday. When such work schedules are established, the Corporation shall provide employees with seven (7) days notice.

7.6 In the event an employee is called in at times other than their scheduled hours, he shall be paid at the applicable rate, with a minimum of four (4) hours pay guaranteed.

7.7 A full-time employee who reports for his scheduled shift without having been notified to the contrary at least twelve (12) hours in advance, shall be guaranteed eight (8) hours work and/or pay. A part-time employee who reports for his scheduled shift without having been notified to the contrary at least twelve (12) hours in advance, shall be guaranteed four (4) hours work and/or pay. The employee waives the above guaranteed hours, and the Corporation shall not be required to pay the above guaranteed hours, in the event the employee reports late for their scheduled shift, leaves their shift early prior to the scheduled end of shift, or reports to work in a condition unable or unprepared to perform their duties.

7.8 No employee shall take time off in lieu of overtime pay.

7.9 Work schedules shall be posted seven (7) days in advance and may not be changed without at least twenty-four (24) hours prior notice to the employee or by mutual agreement between the Corporation and employee. Full-time employees shall be provided seven (7) days notice of schedule changes when such schedule change affects the employee's day off or by mutual agreement between the Corporation and the employee.

7.9.1 A copy of the work schedule will be submitted to the Union within 24 hours of the schedule being posted.

7.9.2 Notice of changes of the posted schedule shall require direct notification to the affected employee.

7.10 When an employee has less than eight (8) hours between shifts (i.e. an employee who changes from day shift to graveyard shift because the employee is changing from an assigned shift to another assigned shift) the employee shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate for all hours worked within the eight (8) hours between the old and the new assigned shift.

7.11 Full time employees shall receive seven (7) days prior notice of a shift change.

ARTICLE 8 - ANNUAL LEAVE

8.1 Annual leave (Paid Time Off or PTO) is compensated leave for eligible employees who are absent from work because of illness, injury, medical or dental care appointments, personal business, or who utilize the time off as personal vacation.

8.2 Full-time employees shall accrue annual leave with full pay (with new accrual rates beginning as of each employee's anniversary date), calculated by pay period as follows. Employees on an unpaid leave status shall not accrue annual leave.

Length of Service Annual Leave	Hours/Bi-weekly Pay Period
0 through 4 years	6.462 hours (21 days/year)

5 through 9 years	7.077 hours (23 days/year)
10 through 14 years	8.000 hours (26 days/year)
15 through 19 years	8.923 hours (29 days/year)
20+ years	10.154 hours (33 days/year)

8.2.1 Part-time employees shall accrue annual leave (PTO) at the rate of .04 hours for every hour worked.

8.3 Annual leave with pay is intended as a period of rest and relaxation away from the job and is in the best interest of both the Corporation and the employee. Employees are encouraged to schedule with their supervisor periodic "vacations" with accrued annual leave.

8.4 Annual leave requests

8.4.1 Requests for Annual Leave for "vacation" purposes submitted prior to January 31 of each calendar year shall be given consideration for approval by seniority. Employees who have submitted their requests for Annual Leave prior to January 31 shall be notified of approval or denial of their request at least Ninety (90) days in advance of the date of the requested time off. Annual Leave requests will not be unreasonably denied.

8.4.2 Annual Leave requests submitted after January 31 shall be given consideration for approval on a first come basis.

8.4.3 Annual Leave requests of five (5) or more days must be submitted for approval at least two (2) weeks in advance, except in emergency situations.

8.5 Annual leave for full-time employees may be accumulated up to a maximum of four hundred eighty (480) hours. Any employee who reaches this maximum will cease to accrue annual leave until the accumulated hours drop to less than the maximum. Terminating employees will be paid for all accumulated Annual Leave.

8.5.1 Any accrued annual leave as of June 30 for part-time employees shall be paid out to the employee (by August 1st); however, the employee will be allowed to roll-over a maximum of eight (8) hours of their annual leave into the following year. Annual leave may not exceed 80 hours.

8.6 For purpose of annual leave, the Full-Time Employee's anniversary date shall be the date employed in a full-time classification.

ARTICLE 9 - HOLIDAYS

9.1 The Corporation will observe the following Holidays:

- New Years Day
- Martin Luther King Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Day

Such other Holidays as are approved by the Board of Directors.

9.2 Holiday pay for full-time employees is computed at the straight time rate of eight (8) hours. In no case may an employee receive more than a normal days wage for any holiday unless worked.

9.2.1 When a holiday falls during the scheduling of a workweek based on four-tens in accordance with Article 7, paragraph 7.5.2 of this Agreement, holiday pay for full-time employees on such schedule shall be computed at the straight time rate of ten (10) hours.

9.3 The calendar day upon which the holiday falls is to be treated as the holiday for payroll purposes except that if a holiday falls on the employee's regular day off. If a holiday falls on the employee's regular day off, the holiday shall be observed, as the employee's supervisor determines, on the employee's last day of work before the holiday or the first day of work after the holiday.

9.4 Full-time employees required to work on a holiday he shall be paid one and one-half (1 ½) times his regular rate, plus eight (8) hours pay at his regular shift rate of pay for the holiday. When scheduled for a workweek based on four-ten's in accordance with Article 7, paragraph 7.5.2 of this Agreement, shall be paid one and one-half (1 ½) times his regular rate, plus ten (10) hours pay at his regular shift rate of pay for the holiday.

9.5 Part-time employees required to work New Years Day Holiday, Memorial Day, 4th of July Holiday, Thanksgiving Day Holiday, the day after Thanksgiving Day and Christmas Day Holiday, shall be paid one and one-half (1 ½) times his regular rate of pay for all hours worked on said holidays.

ARTICLE 10 - BEREAVEMENT LEAVE

10.1 All full time employees covered by this Agreement shall be entitled to up to four (4) days of paid leave in connection with the death of a member of his immediate family. In cases where the funeral is out of State, up to five (5) days of paid leave, as defined above, will be paid to full time employees. For the purposes of this section, "Immediate Family" shall mean: spouse or significant other, parents, grandparents, parents of spouse, children, stepchildren, stepparents, brother, sister, grandchildren, or brother/sister in-law. Employees must designate their "significant other" in Human Resources prior to any request for bereavement leave in order to qualify for this benefit. Human Resources shall keep such designation confidential.

10.2 All part-time employees covered by this Agreement shall be entitled to two (2) days of paid leave in connection with the death of a member of his immediate family, as defined in 10.1 above. The two (2) days of paid leave for part-time employees shall be consecutive, and the employee must be scheduled for work on the days for which the request is being made. The part-time employee shall receive pay for such hours that had been scheduled.

10.3 Employees may be required to provide the Corporation with appropriate documentation, upon returning to work, confirming the need of the bereavement leave, and verifying compliance with the terms of this Article 10. Upon request, the employee shall provide the Corporation with appropriate documentation.

ARTICLE 11 - JURY DUTY

11.1 All employees, when duly called by a public authority, to serve Jury Duty, will be entitled to absent themselves from duty for the period of such service or while necessarily being present in court as a result of such service. Full-time employees will be paid the difference between their normal pay and any payment received by them, except travel pay, for such duty. Employees who are released from jury duty after serving less than a full day shall report for work for the balance of the workday, if they are unable to report for the balance of the workday the employee shall receive pay for the minimum hours as established in Article 7 of this Agreement. The employee will turn over such jury duty payment to the Corporation and he will be paid their normal pay. This provision shall be limited to two (2) weeks per year.

11.2 Full-Time employee's work schedule will be temporarily adjusted to correspond to time that typically

include jury duty hours, i.e. Monday through Friday, 8:00 am to 5:00 pm.

ARTICLE 12 - HEALTH AND WELFARE

12.1 The Union agrees to accept, for full-time employees, the same benefit and employee contribution amounts as provided to the Corporation's administrative staff. Benefits and employee contributions are subject to change depending upon increases in insurance costs and available funds in the Corporation's budget. The Corporation will notify the Union thirty (30) days in advance of benefits and/or employee contribution amount changes.

12.2 Part-time employees whose rate of pay is equal to the rates called for in article 24 of this Agreement shall receive a health benefits payment for every hour worked at the following hourly rate:

Health Benefit Payments	7/1/20	7/1/21	7/1/22	7/1/23	7/1/24
	\$3.02	\$3.11	\$3.20	\$3.30	\$3.40

12.2.1 Those part-time employees whose rate of pay is above the rate called for in Article 24 of this Agreement but less than the combined amount of wage rate and health benefit payment as provided in 12.2 above shall receive a health benefit payment for every hour worked equal to the difference between their rate of pay and the combined rate of pay as provided in Article 24 and the health benefit payment provided in 12.2 above.

12.2.2 The Health benefit payment as provided above shall not be included in wages for purposes of determining overtime.

12.3 Those part-time employees who qualify for health benefits as provided by the Affordable Health Care Act shall not receive the Health Benefit Payment.

12.3.1 The Union agrees to accept, for part-time employees, those benefits as provided by the Corporation and the employee contribution amounts as provided by the Affordable Health Care Act. Benefits and employee contributions are subject to change depending upon increases in insurance costs and available funds in the Corporation's budget. The Corporation will notify the Union thirty (30) days in advance of benefits and/or employee contribution amount changes.

ARTICLE 13 - PENSION/RETIREMENT PLAN

13.1 The Corporation shall provide a defined contribution pension plan for all full-time and eligible part-time employees covered by this Agreement meeting the Plan's initial eligibility requirements. Contributions shall be made by the Corporation to the Plan as provided by the Plan documents. Contributions are subject to change from time to time depending upon available funds in the Corporation's budget. The Corporation will notify the Union thirty (30) days in advance of contribution changes.

ARTICLE 14 - MANAGEMENT RIGHTS

14.1 It is recognized that the Corporation maintains the sole and exclusive right to manage its business in such a manner as the Corporation shall determine to be in the interests of the Corporation, its employees and customers, subject to only those express provisions of this Agreement which specifically qualify this right. All functions and prerogatives not expressly modified or restricted by specific provisions of this Agreement are vested exclusively in the Corporation. The Corporation's right to manage its business includes, but is not limited to, the right to hire, transfer, change assignments, promote, demote, suspend, discipline, reprimand, discharge, lay off and assign duties to employees, maintain discipline and efficiency of all employees, determine size and make up of the working force, establish work schedules and make changes thereto, determine the starting and quitting times, determine the qualifications of employees, establish the number and types of shifts, determine the number of hours to be worked, determine the necessity for overtime work, determine the Corporation's business hours, establish and enforce work

rules not in conflict with the specific terms of this Agreement.

ARTICLE 15 - COMPANY RULES

15.1 The parties recognize that rules and regulations are necessary for the efficient operation of the San Diego Convention Center. Therefore, it is agreed that the Corporation may establish such rules and regulations, as it deems necessary, provided that they do not conflict with the provisions of this Agreement, or state or federal law. Company rules are outlined in the San Diego Convention Center Corporation Personnel Guidelines and the San Diego Convention Center Corporation Employee Handbook, as both documents exist from time to time. The Corporation agrees to meet and confer with the Union to discuss changes, amendments, modifications and/or additions to the Corporation's rules and regulations prior to implementing any such changes, amendments, modifications and/or additions to its rules and regulations. Once such meeting has been held the Corporation may proceed with implementing the changes, amendments, modification and/or additions, or modify such changes, amendments, modification and/or additions then implement without further discussion or Union agreement. In the event the Union fails to meet within a reasonable period the Corporation may proceed with implementation of such changes, amendments, modifications and/or additions to Corporation rules and regulations. In the event of a conflict between the Personnel Guidelines, Employee Handbook, and/or the Agreement, the Agreement shall control.

15.2 As clarification to the Corporation's Media Policy, included in the Corporation's Employee Handbook, it is hereby agreed that this policy only applies to communications with the media regarding Convention Center business. This policy does not limit employees' communication with members of the media on subjects other than Convention Center business, nor does it limit communication with others not members of the media. The Corporation in no way purports to infringe upon any free speech rights of employees or any statutory or common law for whistle blowers.

15.3 The parties agree that disciplinary actions by the Corporation shall be administered in a timely manner. All such discipline in order to be timely should be issued to the employee within fifteen (15) days from the date of the facts giving rise to the disciplinary action. In such event that the time limit provided herein falls on a day the employee is not scheduled or has called off scheduled work, the discipline shall be issued on the first day the employee returns to work after the fifteen (15) day limit. The fifteen (15) day limit shall be extended by notification by the Corporation to the Union. Notification may only be authorized by designated management staff and will include the employee(s) name, their position, violation and reason for the extension. The notice shall also include an estimated date of completion. The definition of "date of completion" shall be the date the Corporation has made a decision.

15.3.1 The Corporation will forward to the Union a copy of all Employee Counseling Notices no later than five (5) working days after the date of issuance.

ARTICLE 16 - CONFLICT OF INTEREST

16.1 Employees should be careful to avoid conflicts of interest. Employees have a conflict of interest if they place themselves in a position where their private interest may have an adverse effect on the performance of their job. All employees should report to their Supervisor any financial interest, which the employee or his spouse may have in any concern doing business with the Corporation. Stock ownership of less than five (5) percent in any publicly owned Corporation need not be reported.

16.2 An employee who serves without the Corporation's consent as a consultant to, or as a director, officer or agent of a company that does business with the Corporation, or who seeks to do business with the Corporation, has a conflict of interest. This is the case even if the employee receives no pay from the other company. Employees should obtain the written approval of their Supervisor and Human Resources before accepting outside work that may be a conflict of interest.

ARTICLE 17 - NEPOTISM

17.1 In the interest of operating efficiency and sound employee relations, the Corporation shall not permit the employment, transfer or promotion of individuals into positions where one employee would work under the supervision or leadership of a relative or where the progress of assignment could be influenced by a relative. For purposes of this section, "Relative" is defined as: spouse, parents, grandparents, children, dependent stepchildren, stepparents, siblings, grandchildren, in-laws, or significant others.

ARTICLE 18 - GRIEVANCE AND ARBITRATION

18.1 Definition: A grievance is a claim the Corporation has violated the written provisions of this Agreement or has adopted or is applying Corporation rules as set forth in Article 15 which are in conflict with this Agreement.

18.1.1 It is specifically understood and agreed that the Corporation does have the right to file and pursue grievances under this Article 18 entitled Grievance and Arbitration. However, it is also specifically understood that the Corporation is not waiving its right in law or equity to pursue redress for breach of contract by the Union in a court of law.

18.2 Standing: Except as otherwise provided in this Agreement a grievance may be brought to the attention of the Corporation by the Union on behalf of an individual employee within the bargaining unit or by the employee and within the specified time frames to file such a grievance.

18.3 Consolidation: A grievance brought by or related to two (2) or more bargaining unit employees and multiple grievances by or related to the same employee which concern the same incident, issue or course of conduct, may, upon mutual agreement between the Employer and the Union, be consolidated for the purposes of this procedure, provided that time limits provided in this article shall not be shortened for any grievance because of the consolidation of that grievance with other grievances.

18.4 **STEP 1:** A grievance or dispute shall pertain only to the interpretation or application of the terms of this Agreement. Before proceeding to the formal written grievance procedure the parties involved shall make a sincere and determined effort to resolve complaints and grievances at the first step of the grievance procedure and to keep the procedure free of unmerited grievances. An employee who believes he has cause for a grievance shall contact and meet with his immediate supervisor in an attempt to work out a satisfactory solution. The employee may be represented by his Union Steward or another bargaining unit member if there's no steward available at this meeting. The Supervisor shall give his answer within five (5) working days after the presentation. If no response is given, it shall be deemed rejected. All such complaints, in order to be timely, must be presented in writing at Step 1 within fifteen (15) days from the date of the facts giving rise to the dispute.

18.5 **STEP 2:** If a satisfactory settlement has not been reached in the preceding Step 1, the matter may be pursued. Within five (5) working days from the date the Supervisor has responded, or has deemed to respond to the employee, a formal grievance shall be presented in writing, by the Union, to the Human Resources Office for disposition. The written grievance shall contain the following:

- A. Statement of facts upon which the grievance is based;
- B. The specific provision of the alleged violation;
- C. The corrective action requested;
- D. The date and signature of the grieved employee or the Union Representative.

Within five (5) working days after a grievance has been registered with the Human Resources Office, a meeting will be held to include all relevant parties, including representatives from the Human Resources Department and the Union. The Human Resources Department shall render a written decision within seven (7) calendar days following

the Step 2 meeting.

18.6 Arbitration: Whenever possible, a final decision on whether to arbitrate will be made within sixty (60) working days. If the parties cannot agree upon a person to act as a impartial arbitrator within five (5) working days after service of such demand, then an impartial arbitrator shall be named by agreement from a list of five (5) arbitrators supplied by the Federal Mediation and Conciliation Service ("FMCS") and shall be conducted as soon as reasonably possible. The decision of the arbitrator shall be final and binding upon the parties and there shall be no appeal. The arbitrator shall have no power to amend, modify, add to or delete from the terms of this Agreement. In the event of a willful failure by either party to appear before the Arbitrator, the Arbitrator is hereby authorized to render his decision upon evidence produced by the party appearing. Each party to the proceeding shall pay one-half of the fees and expenses of the arbitrator and shall bear all of its own costs. After the close of the hearing, the parties expect a decision from the arbitrator within thirty (30) days; however, the parties by mutual written agreement may extend that time limit. The arbitrator will consider only the issues submitted to him and shall not in any way deprive the Company or the Union of any rights expressly or implicitly reserved herein. Should the arbitrator conclude that the subject before him is not covered by the provisions of this Agreement, he shall so state that conclusion as the decision.

18.7 The Corporation will meet with designated Union Officers and/or Stewards for the adjustment of grievances during Corporation business hours. However, the Corporation will not be required to meet in the formal grievance meeting with an employee during the employee's working time, without the mutual agreement of the Union and the Corporation. In the event of an arbitration hearing, under the grievance procedure, the time will be set that is mutually convenient for the Union and the Corporation. Whenever the Corporation and the Union convene a meeting to mutually resolve a grievance during the scheduled work time of the employee who is a grievant or a representative, upon advance notice, reasonable time off shall be granted to the employee involved. When the employee is granted time off from his scheduled work time such time shall be considered time worked and the employee shall be paid his regular rate of pay. When other employees of the Corporation are called in as witnesses at a grievance meeting during their scheduled work time, they also shall be granted reasonable time off, such time shall be considered time worked and the employee shall be paid his regular rate of pay. If such meetings are convened outside an employees scheduled work time, such time shall not be considered time worked and the employee shall not be compensated for said time.

ARTICLE 19 - UNION STEWARDS & REPRESENTATIVE FACILITY ACCESS

19.1 Union Steward:

19.1.1 The Corporation affirms the right and recognizes the necessity of the Union to designate Steward(s). It is agreed by the Corporation and the Union that the purpose of such Steward(s) is to promote an effective relationship between the Corporation and the Union by assisting in settling grievances and disputes at the lowest possible level.

19.1.2 The Union may designate steward(s) to represent employees in the processing of grievances, subject to the following rule and procedures:

- A. The Union shall furnish the Corporation with a written list identifying by name all regular and alternate stewards and the list shall be kept current by the Union.
- B. Alternate stewards shall be recognized as regular stewards only when such regular steward is unavailable.
- C. The Union may provide a steward and an alternate steward on each shift.
- D. The steward(s) shall be granted permission for reasonable time off from their work assignments for the purposes of conducting grievance investigations and meeting with management. All other steward activities performed by the steward(s) shall be performed at times other than during the steward's scheduled work hours.

19.2 Union Representatives Facility Access:

19.2.1 The Corporation agrees the Union shall have access to the Corporation's facilities.

19.2.2 The Union shall provide the Corporation's Human Resources Department with the names of Union representatives that the Union desires to have access to the facility. Upon advance notice to the Department Head or his designated representative, up to two (2) Union representatives shall have access. Such visits shall be for the purpose of observing conditions under which the employees are working, provided that it does not cause any interruption of work. The Union may change its designation of representatives from time to time as necessary.

ARTICLE 20 - NO STRIKE OR LOCKOUT

20.1 It is agreed there shall be no strike or work stoppage of any kind by the employees, including sympathy strikes and work slowdowns, nor shall the Union authorize a strike or work stoppage, during the period of this Agreement. It is further agreed there shall be no lockout by the employer during the period of this Agreement.

20.2 Where the employee believes in good faith that his health and safety could be in jeopardy he may stop performing their assigned duties without fear of discipline, and such action shall not be considered a violation of the provisions of this Article 20. The employee must immediately notify his supervisor of their action and the reasons for such action. Other employees are not allowed to stop work unless they are assigned to the same duties. The supervisor shall review the duties and respond to the employee. Once the conditions have been addressed the employee will immediately return to work, failure to do so will be a violation of the terms of this Agreement.

20.3 In the event of strike or work stoppage by employees, the Union will in good faith endeavor to bring an end to such action.

ARTICLE 21 - SEVERABILITY

21.1 If any provisions of this Agreement or the application of such provision to any person or circumstances be ruled an "unfair labor practice", or in any other way contrary to law, by any Federal or State Court or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby, and the parties will negotiate to replace such provision.

21.2 It is hereby specifically agreed by the parties to this Agreement that the terms and conditions as negotiated in this Collective Bargaining Agreement supersede employment terms and conditions as provided by the City of San Diego Ordinance Number O-19386 (City of San Diego Living Wage Ordinance).

ARTICLE 22 - NO ORAL OR IMPLIED AGREEMENT

22.1 This Agreement sets forth the entire understanding and agreement of the parties and may not be modified in any respect except in a writing subscribed to by the parties. Nothing in this Agreement shall be construed as requiring either party hereto to do or refrain from doing anything not explicitly and expressly set forth in this Agreement; nor shall either party be deemed to have agreed or promised to do or refrain from doing anything unless this Agreement explicitly and expressly sets forth such agreement or promise.

ARTICLE 23 - LEAVES OF ABSENCE

23.1 The Corporation agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official business, provided three (3) weeks written notice is given to the Corporation, by the Union. The Corporation

will allow up to a maximum of five days per request. The Union agrees that, in making its request for time off for union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Corporation's operations due to lack of available employees.

23.2 Employees shall be entitled to the following unpaid leaves of absences for absences from work of five (5) or more days. No pay or benefits, including Annual Leave, will accrue during such leaves unless otherwise stipulated. The employee's anniversary date shall be adjusted accordingly for all leaves of absences in excess of thirty (30) days. For absences of four (4) workdays or less, an employee may use annual leave or leave without pay with full accrual of benefits. All leaves of absence must be approved in advance by the employee's supervisor.

23.3 **Illness or Injury Leave:** An employee, upon written request, with at least six (6) months service, may be granted a leave of absence for a period of up to six (6) months for a bona fide illness or off-the-job injury which precludes the employee from performing their normal work duties. The written request must be supported by appropriate medical documentation of such illness or off-the-job injury. The employee shall provide the Corporation with appropriate medical documentation of such illness or injury. A medical clearance to return to work will be required at the end of the leave. Additionally, a medical examination by a physician selected by the Corporation may be required before the employee returns to work. Such medical exam, if required, shall be performed no later than three (3) days following the date of the employee's personal physician's clearance to return to work. If the examination is not performed within this time frame the employee shall be returned to work until such time the exam is performed. The employee shall be responsible to provide all medical information requested to the Company's selected physician. Failure to provide requested information shall cause the waiver of the above requirements to return the employee to work. Such leave may be extended, at the sole discretion of the Corporation, for an additional period of up to thirty (30) days for good cause shown.

23.4 **Personal Leave:** An employee may be granted, upon written request, a leave of absence for personal reasons not to exceed sixty (60) days. Such leave may not be granted for the purpose of seeking or holding other employment. This leave shall not be used in conjunction with family and medical leave. Family Medical Leave shall be granted as required by State and Federal Law.

23.5 **Military Leave:** Military leave shall be granted, upon written request, in accordance with State and Federal Law. A full-time employee called to active duty periods of conflict shall receive the difference between military pay and his regular pay, and benefits, for a period of up to six (6) months. The Corporation may extend such leave for good cause shown.

23.6 **Family Medical Leave:** The Union agrees to conform to the Family Medical Leave policy as outlined in the SDCCC Employee Handbook with the agreement that the provisions of the FMLA and the regulations there under shall govern in the event of any inconsistencies between them and the Employee Handbook.

ARTICLE 24 - CLASSIFICATIONS & WAGES

24.1 Classifications:

Full-Time Guest Services Representative, perform guest services functions, at the San Diego Convention Center.

Full-Time Public Safety Representatives perform public safety and security functions at the San Diego Convention Center.

Part-Time Guest Services Representative, guest services function, at the San Diego Convention Center.

Part-time Public Safety Representatives perform public safety and security functions at the San Diego Convention Center.

ARTICLE 24 – CLASSIFICATIONS & WAGES

24.2 Hourly Wage Rates

New Employee Start Rate	7/1/20	7/1/21	7/1/22	7/1/23	7/1/24
Part Time Guest Services Representative	\$14.68	\$15.12	\$15.57	\$16.04	\$16.52
Part Time Public Safety Representative	\$14.68	\$15.12	\$15.57	\$16.04	\$16.52
	7/1/20	7/1/21	7/1/22	7/1/23	7/1/24
Part Time Guest Services Representative	\$15.12	\$15.57	\$16.04	\$16.52	\$17.02
Part Time Public Safety Representative	\$15.12	\$15.57	\$16.04	\$16.52	\$17.02

New part-time employees remain at start rate for one year from date of hire (anniversary) or promotion. On anniversary date employees shall receive a 3% increase. At 18 months employees will receive a 3% increase which will now place employees at the current step rate.

New Employee Start Rate	11/1/19	11/1/20	11/1/21	11/1/22	11/1/23
Full Time Guest Services Representative	\$17.39	\$17.91	\$18.45	\$19.00	\$19.57
Full Time Public Safety Representative	\$17.39	\$17.91	\$18.45	\$19.00	\$19.57
	11/1/19	11/1/20	11/1/21	11/1/22	11/1/23
Full Time Guest Services Representative	\$17.91	\$18.45	\$19.00	\$19.57	\$20.16
Full Time Public Safety Representative	\$17.91	\$18.45	\$19.00	\$19.57	\$20.16

New or newly promoted full-time employees remain at start rate for one year from date of hire (anniversary) or promotion. On anniversary date employees shall receive a 3% increase. At 18 months employees will receive a 3% increase which will now place employees at the current step rate.

24.2.1 Employee's whose rate of pay is higher then the rates called for in 24.2 shall receive a 3% increase to their hourly rate of pay on the employee's established "anniversary date" after 11/1/2014.

24.2.2 Employees who return to their previous position after a promotion, as result of failure of probation or voluntarily, will be returned to the appropriate rate of the classification or, in the event their rate of pay was higher than those rates provided above at the time of promotion, to the pay they were receiving prior to the promotion, plus any step increase the employee would have received if they had not accepted the promotion.

24.3 Pay rates shall take effect the first pay period following the employee's completion of the specified time periods.

24.4 Shift Differential

24.4.1 All full-time employees assigned to the second shift shall receive thirty cents (\$.30) per hour shift differential. All full-time employees assigned to the third shift shall receive sixty cents (\$.60) per hour shift differential. First shift is defined as eight and one-half (8 ½) consecutive hours (including one-half hour unpaid lunch break), starting between the hours of 4:00 AM and 2:00 PM. Second shift is defined as eight and one-half (8 ½) consecutive hours (including one-half hour lunch break), starting between the hours of 2:00 PM and 9:00 PM. Third shift is defined as eight and one-half (8 ½) consecutive hours (including one-half hour unpaid lunch break), starting between the hours of 9:00 PM and 4:00 AM. Any shift worked, where the start time is outside the start times identified above, and the employee works more than four (4) hours into the second or third shift, will be paid at the higher appropriate shift rate for that entire shift.

24.4.2 All part-time employees assigned to the third shift, as defined in paragraph 24.4.1 above, shall receive sixty cents (\$.60) per hour shift differential.

24.5 Safety Incentive

24.5.1 Employees shall receive an annual lump-sum payment of .5 percent (1/2 of 1 percent) of wages earned during the year if a full-time employee has attended 10 safety meetings and 20 hours of safety training. A part-time on call employee has attended 2 safety meetings and 5 hours of safety training offered by SDCC. This must occur during the year (July 1 to June 30). From the period of November 1, 2019 through June 30, 2020 only full-time employees must attend 5 safety meetings and have 10 hours of safety training to qualify.

Employee must be an active employee on June 30 and must have worked a minimum of 320 hours during the year (July 1 to June 30). The payment of earnings under this section 24.5 shall be made to the eligible employee no later than August 1st.

Examples of safety meetings and/or safety training include but not limited to micro-learning, briefings, safety meetings, external professional consultant training, Director, Public Safety & Guest Services specialized training, on-line training (Learning Management System).

ARTICLE 25- LABOR/MANAGEMENT COMMITTEE

25.1 In the interest of continuing the positive labor management relations between the parties, the parties agree to establish a Labor/Management Committee to be composed of up to four (4) employee representatives and one (1) staff representative from the Union, and up to five (5) representatives from the Corporation.

25.2 The Committee shall meet quarterly, or by agreement of the parties, for the purpose of discussing matters of mutual concern. Grievances and adverse actions shall not be discussed at such meetings. Matters subject to the duty to bargain and not appropriately discussed in another forum, such as Safety may be discussed.

25.3 Each party shall submit to the other party issues to be discussed at said meetings along with the names of resource people, if any, for an agenda prior to the meeting. If additional resource people are needed, a reasonable number may be called to the meeting, subject to their availability.

25.4 The Labor/Management Committee shall be authorized to meet on Corporation premises and on Corporation time, not to exceed one (1) hour per meeting.

ARTICLE 26 – SUBCONTRACTING

26.1 The Corporation shall not assign work currently being performed by bargaining unit members to other employees not covered by this Agreement except in cases of emergency or where the bargaining unit personnel are not available. Supervisors may not perform bargaining unit work except in cases of emergency, for purposes of training or where the bargaining unit personnel are not available.

26.2 Subcontracting of work currently performed by the bargaining unit members is prohibited, except in emergencies or where specialized equipment is required, or where the Corporation's personnel are not available within or do not possess expertise required to perform such functions.

ARTICLE 27 – D.R.I.V.E. AUTHORIZATION

27.1 The Employer agrees to deduct from the paycheck of all employees who submit a **D.R.I.V.E.** authorization card and are covered by this Agreement voluntary contributions to D.R.I.V.E.

27.2 D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” exclude any week other than a week in which the employee earned a wage.

27.3 The Employer shall transmit the contributions to:

D.R.I.V.E.
International Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington, DC 20001

27.4 The Employer shall send 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 the employee's paycheck.

27.5 No such authorization shall be recognized if in violation of state and federal law. No deductions shall be made which are prohibited by applicable law.

ARTICLE 28- SIGNATURES

27.1 IN WITNESS WHEREOF WE HAVE AFFIXED OUR RESPECTIVE SIGNATURES THIS 20th DAY OF DECEMBER 2019.

For the Corporation:


For the Union:


Clifford "Rip" Rippetoe
President & CEO


Jaime Vasquez
Secretary/Treasurer


Karen Potaro
Chief Operating Officer


Dwayne Garrett
Business Agent


Terry Kurtenbach
Executive Director, Human Resources