

## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement is made and entered into this 21<sup>st</sup> day of October, 2025 and retroactive to January 1, 2025, by and between San Francisco Baseball Associates LLC (hereinafter referred to as the "Giants" or the "Employer") and the Service Employees International Union, United Service Workers West of San Francisco, California (hereinafter referred to as the "Union"). "**Parties**" means, collectively, the Union and the Employer, and each individually, a "Party."

### **Section One Recognition**

The Employer recognizes the Union as the sole collective bargaining agency for all regular and seasonal janitors, sweepers, matrons and maids employed by the Employer at Oracle Park, 24 Willie Mays Plaza, San Francisco, California 94107.

### **Section Two No Discrimination**

The Union and the Employer agree that they shall not unlawfully discriminate against any applicant or employee in hiring, promotions, assignments, suspensions, discharge, terms and conditions of employment, wages, training, recall or layoff status because of race, color, ancestry, religion, creed, national origin, language use, possession of a driver's license, age, sex (including pregnancy, childbirth, breastfeeding and/or related medical conditions), disability (as defined by the Americans with Disabilities Act and including HIV and AIDS), maternity status, sexual orientation, genetic information, gender, gender identity or gender expression, marital status, medical condition (including genetic characteristics, cancer or a record or history of cancer), military or veteran status or any other status protected by state or federal law. The Union is to be responsible for explaining the contract to its members. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union during non-working hours on behalf of the Union or as permitted by Employer.

### **Section Three Employee Status**

1. Regular Employees. Regular Employees shall consist of Regular Seasonal Employees and Regular Year-Round Employees, who shall be defined as follows:

a. Regular Seasonal Employees. A list of those employees who currently are "Regular Seasonal Employees" is attached as Exhibit A to this Agreement. Any employee listed on Exhibit A as of the effective date of this Agreement shall remain in "Regular Seasonal Employee" status so long as his or her employment is not terminated

and that the employee works a minimum of 520 hours or more each year. For the purpose of this Agreement, "hours worked" is defined as hours actually worked and therefore, does not include any hours accrued, but not actually worked (e.g., vacation, sick time or holidays). The Regular Employees list shall consist of no more than twenty-three (23) persons. Any additions made to the list of "Regular Seasonal Employees" shall be filled in order of seniority from the current list of employees who are classified as Seasonal Employees with ten (10) or more years of continuous service at or above the required annual hour thresholds. If no employee is a Seasonal Employee with ten (10) or more years of continuous service at or above the required annual hour thresholds when a position on the Regular Seasonal Employee list becomes available, then positions on the Regular Seasonal Employee list shall be filled in order of seniority from the current list of employees who are classified as Seasonal Employees with a minimum of five (5) years and less than ten (10) years of continuous service at or above the required annual hour thresholds. For the purposes of this Agreement, the seniority of employees is determined by the first date of their current employment with Employer. For the purposes of this section, approved leaves of absence for family and medical reasons shall not be considered as interruptions in services and shall have no impact on seniority status. If an employee is terminated or resigns and then later is re-hired to work again, the employee's seniority will be the first date worked after being re-hired.

Each year for the remainder of the Term of this Agreement, the Employer agrees to provide the Union with a seniority list of employees based on continuous years of service at or above the required annual hour thresholds.

On or before January 15, of each year for the remainder of the Term of this Agreement, the Employer shall notify the Union if any of the existing twenty-three (23) "Regular Employees" failed to meet the 520 hour minimum threshold requirement. The parties agree to meet and confer in cases where employees failed to meet the minimum due to extenuating circumstances and Employer reserves the right to waive this requirement as appropriate. If one or more of the twenty-three (23) "Regular Employees" is terminated, resigns, voluntarily transfers to another classification, fails to meet the minimum threshold requirement or otherwise leaves the employment of the Giants, the vacant position will be filled within thirty (30) days unless there is a pending grievance pertaining to the vacancy. If such grievance is not resolved within ninety (90) days of the vacancy, the Employer shall temporarily fill the vacancy until such time as the grievance is resolved. If the grievance is resolved in such a manner that the grieving employee is reinstated and resumes work under the classification as a "Regular Employee," then the person temporarily filling the vacancy shall be reclassified out of the "Regular Employee" category and back into the classification they would have filled if they had continued working in their previous capacity. Regular Employees may request and receive a reasonable unpaid leave of absence. If a Regular Employee is authorized to take an unpaid leave of absence in the off-season of 120 days or less, their position on the regular list will not be jeopardized and the position will not be temporarily filled.

b. Regular Year-Round Employees. A Regular Year-Round Employee is an employee who is scheduled to work on a regular work schedule on a year-round basis, rather than on a seasonal basis. No more than six (6) employees shall be classified as a Regular Year-Round Employee. A list of the six employees classified as "Regular Year-Round Employees" is attached as Exhibit B to this Agreement. If a current Regular Year-Round Employee is terminated or otherwise permanently leaves the employ of the Giants, a successor shall be chosen from the list of Regular Seasonal Employees. For sake of clarity, the six (6) Regular Year-Round Employees are included within the total twenty-three (23) "Regular Employees."

2. Seasonal Employees. All non-Probationary Employees that are not Regular Employees shall be referred to as Seasonal Employees and assigned to their respective steps in accordance with Exhibit C.

3. Probationary Employees. All employees shall be Probationary Employees for their first one hundred fifty (150) hours of work with the Giants. The Giants shall have the sole discretion in determining whether and under what circumstances to retain or terminate Probationary Employees. After working one hundred fifty (150) hours, an employee shall become a Seasonal Employee.

4. Background Checks. The Employer shall have the right to conduct background checks on employees when the Employer has reasonable cause to believe that an employee may have engaged in criminal conduct or serious misconduct that poses an unreasonable threat to the Employer, fans, or fellow employees, or has been accused of or convicted of a criminal offense. If an employee does not successfully pass such background check, the Employer may terminate the employee's employment. On a case-by-case basis, the Employer may, in its sole discretion, waive this requirement and allow the employee to continue employment if the conviction or information at issue is minor, remote in time, or not reasonably likely to interfere with the employee's ability to perform their job responsibilities. Disputes regarding this provision shall be subject to the Agreement's grievance and arbitration procedures.

#### **Section Four Union Membership & Hiring**

1. Union Membership. Membership in good standing in the Union not later than the thirty-first (31<sup>st</sup>) day following the beginning of employment or not later than the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement, whichever is later, shall be a condition of employment of employees covered by this Agreement. For the purpose of this section only, tender of the initiation fees not later than the thirty-first (31<sup>st</sup>) day following the date of employment or not later than the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement, whichever is later, and tender thereafter of the regular monthly periodic dues uniformly required as a condition of retaining

membership shall, for the purpose of this Agreement, constitute membership in good standing with the Union.

2. Hiring. Between February 15<sup>th</sup> and March 15<sup>th</sup> of each year, the Union may provide the Employer with the names of prospective new employees. The Employer shall be the sole judge of the competency of all applicants and reserves the right to reject any applicants referred by the Union. Notwithstanding the provisions of this section, the Employer shall have the right to hire employees from any source. The Employer agrees within seven (7) days of the date of hiring to notify the Union of the name or names, home addresses, date of hire, personal email address (if known) and primary telephone number of the persons hired who were not referred by the Union. The Employer has full discretion as to whether an employee is considered "fit, able and ready to work."

3. Union Information Packet. The Union shall provide Employer with a document entitled "Union Information Packet" and Employer shall provide all new hires a copy of this document. The Employer has the right to review the contents of the Union Information Packet that pertain to Employer and ask Union to modify any provisions that are inconsistent with this Agreement or with law.

4. Union Orientation. Employer agrees to reasonably notify Union of scheduled new hire orientation and/or training sessions and allow the Union to make a presentation of up to fifteen (15) minutes during such sessions. The Union agrees to provide Employer with materials it distributes and agrees to refrain from making any disparaging remarks regarding Employer at the new hire orientation and/or training sessions.

5. Membership Verification. Employer agrees to supply Union with the list of employees covered by this Agreement upon reasonable request. Employer shall respond to any such request within thirty (30) days.

## **Section Five Vacations**

All Regular Year-Round Employees who have been in the service of the Employer continuously for one (1) year shall be granted two (2) weeks of vacation with pay annually. All Regular Year-Round Employees who have been in the service of the Employer continuously for five (5) years or more shall be granted three (3) weeks of vacation with pay annually. All Regular Year-Round Employees who have been in the service of the Employer continuously for fifteen (15) years shall be granted four (4) weeks of vacation with pay annually. Any Regular Year-Round Employee who has been in the service of the Employer continuously for more than six (6) months and whose employment terminates shall receive prorated vacation due him or her.

## **Section Six Holidays**

1. Regular Year-Round Employees. The following days shall be observed as holidays for Regular Year-Round Employees: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day and, at the Employer's option, either the day before Christmas or the day after Christmas. If a holiday falls on a weekend, it shall be observed on the day designated by the Giants. No deduction shall be made from the pay of employees for the observance of these holidays. Any Regular Year-Round Employee required to work on a holiday shall receive a day off with pay within two (2) weeks of the scheduled holiday. In addition to the established holidays above, Regular Year-Round Employees are entitled to take up to one floating holiday per calendar year, beginning in 2026. On or before January 15, 2026, and on or before January 15<sup>th</sup> in each subsequent calendar year of this Agreement, Employer will designate three days during the year that can be selected as a floating holiday by Regular Year-Round Employees. Regular Year-Round Employees shall select one of the three days as their floating holiday and notify Employer which floating holiday they wish to take in writing at least two (2) weeks in advance.

2. Non-Probationary Employees. Except for Probationary Employees and Regular Year-Round Employees, all employees shall be entitled to receive overtime pay for hours worked on the following holidays: New Year's Day, Martin Luther King Jr., Day, President's Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

## **Section Seven Hours & Scheduling**

1. Hours. Except as mutually agreed upon between the Employer, the Union and the employees, seven (7) hours within seven and one-half (7½) hours shall constitute a normal workday; provided, however, that any employee required to work less than four (4) hours shall receive a minimum of four (4) hours pay. Regular Seasonal Employees required to work less than six (6) hours shall receive a minimum of six (6) hours pay; provided, however, that they shall receive only four (4) hours pay if the work shift is shortened due to the cancellation of a game (i.e., rain, natural disaster, civil unrest) or if the work shift occurs during a strike, lockout or other work stoppage involving the Major League Baseball Players Association. There will be a ten (10) minute break for each four (4) hours of the workday, or major fraction thereof. There is no guarantee for a greater than a four (4) hour shift. Sunday through Saturday shall constitute a work week. Any work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1½). In cases where Regular Seasonal Employees have already worked thirty-five (35) hours in a given work week, the six (6) hour minimum requirement may be waived for the sixth work day. The obligation to pay

employees for a minimum of four (4) or six (6) hours as outlined above shall not apply to on-line training. Employees shall be paid for the reasonable amount of time necessary to complete on-line training courses.

2. Minimum Annual Hours. Employees are expected to be available for and work a minimum of four hundred (400) hours per year and are subject to termination if they fail to meet this threshold requirement. Employer shall grant a waiver of this minimum requirement of 400 hours if the employee can demonstrate that they were not offered enough shifts to meet this minimum hour requirement or document that a legitimate personal or family health problem prevented them from reaching the requirement. Employees must give prior written notice to Employer before they take extended time-off (defined as more than thirty (30) days in the off-season) and more than one homestand during the baseball season.

3. Scheduling. For events at Oracle Park expected to draw 3,000 patrons or greater ("Large Events") employees shall be scheduled by seniority in accordance with the process outlined below. The minimum advanced scheduling window for each scheduling group below shall be twenty-four (24) hours. The Giants have the discretion to collapse scheduling groups if the employees needed for a certain event exceed the number of employees classified in more than one scheduling group (e.g., sold out home baseball games are likely to require all available employees in scheduling groups 1-3 and therefore the advanced scheduling window can be modified to allow the first three scheduling groups to schedule themselves at the same time). The Giants will specify the number of people needed to work each event and the scheduling process will proceed until this number is reached.

a. Scheduling Group One. Those who are classified as Seasonal Employees with ten (10) or more years of continuous service at or above the required annual hour thresholds shall be permitted to schedule themselves for work first in advance of other classifications of employees.

b. Scheduling Group Two. After the advanced scheduling window for Group One has expired, those who are classified as Seasonal Employees with five (5) or more years of continuous service at or above the required annual hour thresholds shall be permitted to schedule themselves to work.

c. Scheduling Group Three. After the advanced scheduling window for Group Two has expired, those who are classified as Seasonal Employees with less than five (5) or more years of continuous service at or above the required annual hour thresholds shall be permitted to schedule themselves to work.

d. Scheduling Group Four. After the advanced scheduling window for Group Three has expired, those who are classified as Probationary Employees shall be permitted to schedule themselves to work.

Employer holds "Small Events" throughout the year, defined as events with expected attendance of 3,000 persons or fewer. For these Small Events, Employer shall schedule staff from a list of employees constituting the "Special Events Team." The Special Events Team shall consist of up to fifty (50) employees. At the conclusion of each baseball season, non-Probationary Employees who have worked a minimum of sixty (60) games in the preceding season, are in good standing, and have had zero (0) no call/no shows occur during that season, shall be eligible to apply to be part of the Special Events Team. Within thirty (30) days following the conclusion of the season, the Employer shall select from such applicants: (a) the forty (40) eligible employees who have worked the most games during the prior season and; (b) ten (10) eligible employees in its sole discretion. The Employer shall retain full discretion in scheduling members of the Special Events Team for Small Events, but will make good faith efforts to distribute available work hours among team members. Leads shall be eligible to work Small Events in non-Lead capacities and, when doing so, shall be paid at their applicable Step rate rather than the Lead rate. If additional employees are needed to staff a Small Event beyond the Special Events Team, the Employer may assign other employees at its discretion. On an annual basis, the Employer shall provide the Union with a list of all employees who have worked Small Events during that year.

Notwithstanding the above, Employer retains the right to schedule employees at its discretion for any work involving the use or operation of heavy machinery or work involving specialized training or skill (e.g., window washing, waxing floors, power washing or cleaning restricted areas (dugouts and clubhouse) ("Specialty Work")). Employer will consider offering training to a reasonable number of employees each year who express a desire to perform Specialty Work.

## **Section Eight Wages & Uniforms**

The minimum hourly rates of pay which shall pertain during the term of this Agreement are set forth in Exhibit C attached hereto. Working lead-persons shall receive the regular wage outlined in Exhibit C. Working forepersons shall receive the regular wage outlined in Exhibit C. The Employer shall have the exclusive right to determine which, if any, individuals shall be lead-persons and forepersons.

Employer shall provide each employee with three (3) shirts, one (1) cold weather jacket, one (1) windbreaker, one (1) beanie, one (1) baseball cap, and one (1) turtleneck. Raincoats will be made available and provided to employees upon request and as needed. Employees are responsible for maintaining all furnished apparel in a satisfactory condition. Employees are required to wear Employer-provided uniforms at all times while working.

Employees may be required to work in more than one (1) job classification or position on any day at the discretion of the Employer. Refusal on the part of the employee to comply with position change requests is grounds for discipline, up to and including termination.

### **Section Nine Post-Season Premium Pay**

Employees who actually work post-season baseball games shall be entitled to receive premium pay of time and one-quarter (1.25 multiplied by their applicable rate of pay) for all National League Division Series games; time and one-half (1.5 multiplied by their applicable rate of pay) for all National League Championship Series games and time and three-quarters (1.75 multiplied by their applicable rate of pay) for World Series Games ("Post-Season Premium"). Employees are not entitled to receive any Post-Season Premium for any Wild Card Playoff or Wild Card Play-In Game.

### **Section Ten Attendance Bonus & Cell Phone Stipend**

Each year during the Term of this Agreement, Employees who have worked a minimum of seventy-five (75) games and fifty percent (50%) of the full venue non-baseball events, and had zero (0) no call/no shows shall be eligible to receive an Attendance Bonus payable on or before December 15<sup>th</sup> of such year as follows:

1. Non-Leads/Forepersons shall be eligible to receive a bonus equal to One Thousand Dollars (\$1,000.00).
2. Leads/Forepersons shall be eligible to receive a bonus equal to One Thousand Two-Hundred and Fifty Dollars (\$1,250.00).

Working Forepersons required to use their cell phones for scheduling and other work purposes shall be eligible to receive a Cell Phone Stipend of \$50.00 per month.

### **Section Eleven Sick Leave & Maternity Leave**

The Employer agrees that it is subject to the San Francisco Paid Sick Leave Ordinance, as codified in Chapter 12W of the San Francisco Administrative Code.

In the event workers' compensation payments cover all or part of the period during which sick benefit allowances are paid, the sum of the two (2) shall not exceed the sick benefit payable for that period. These same rules shall apply to unemployment compensation disability payments.

A maternity/paternity leave of absence without pay will be granted in accordance with applicable law. In accordance with the Employer's practice, a doctor's certificate may be requested to verify disability, the extent of the leave or the ability of the employee to return to work. Any earned sick leave benefits shall be granted for maternity leave.

Employees shall take sick time for bona fide medical reasons and as outlined in the San Francisco Sick Leave Ordinance. In cases where the Employer has concerns about the excessive or suspicious use of sick leave by an Employee, Employer shall meet with the Employee to discuss the concerns and/or suspicions. In such a meeting, the Employee shall be given the option to have a Union representative present. Employees shall cooperate reasonably in any inquiry of Employer into the alleged improper use of Sick Leave.

Any Sick Leave hours used and/or accrued shall not count towards the minimum hour threshold requirements set forth in this Agreement.

## **Section Twelve Health & Welfare**

Regular Year-Round Employees and Regular Seasonal Employees shall be eligible to receive health insurance through the General Employees Trust Fund, Menu Plan C18 ("GETF Plan") provided that they work a minimum of eighty (80) straight time hours during the preceding calendar month. A maximum of four (4) Forepersons shall also be eligible to receive health insurance through the GETF Plan provided that they work a minimum of eighty (80) straight time hours during the preceding calendar month. If there are more than four (4) individuals serving as Forepersons at any given time, the four (4) Forepersons working the most hours in the previous calendar year shall be eligible to receive health insurance. Starting with April 2025 (based on March 2025 hours), the monthly cost per employee of the GETF Plan will be \$ 1,867.46 per employee ("2025 GETF Premium"). The Employer Contribution shall be an amount equal to ninety percent (90%) of the 2025GETF Premium, or the sum of \$ 1,680.71. The Employee Contribution shall be an amount equal to ten percent (10%) of the 2025GETF Premium, or the sum of \$187.65. For remaining years of this Agreement, Employer shall continue paying an amount equal to ninety percent (90%) of the GETF Premium and employees shall be responsible for an amount equal to ten percent (10%).

Employees who are eligible for GETF health insurance coverage may decline coverage if they provide proof of alternative health insurance coverage. In such cases, no GETF Premium shall be applicable and owed by Employer or employee, nor shall Employer be required to extend insurance coverage to additional employees. Employees who elect to decline coverage through the GETF may be excluded from receiving GETF coverage for the remainder of this Agreement.

Employer shall make contributions on behalf of employees not eligible for insurance coverage through the GETF as may be required by the Healthy San Francisco ordinance. Employer shall meet with employees upon request to explain the Healthy San Francisco program and assist them in using the benefit.

It is understood and agreed that Employer and Union both desire that health insurance costs be competitively priced and reasonable. The Employer and Union agree to explore possible health insurance options that provide similar coverage to the GETF Plan, but result in possible savings for the Employer and eligible employees. The Union and Employer shall meet with representatives of the General Employees Trust Fund to determine whether adjustments can be made to existing plans or a new plan created that result in savings. The parties acknowledge that any adjustments to existing GETF plans, or newly created GETF plans, are subject to approval by the Trustees of the General Employees Trust Fund.

The Employer may notify the Union if it has identified an alternative health insurance plan to the GETF Plan that provides employees substantially similar benefits. If the alternative plan offered by Employer has substantially similar coverage and co-pays as contained in the GETF Plan, but can be offered at a cheaper monthly rate for the Employer and eligible employees, the parties shall promptly meet and confer to discuss the possible conversion to the alternative health plan. If Employer and Union agree to change health plans, the parties agree to work diligently and in good faith with the General Employees Trust Fund to transition health coverage to the alternative plan. The parties acknowledge that any restoration of GETF coverage after the parties have implemented alternate non-GETF coverage is subject to approval by the Trustees of the General Employees Trust Fund.

### **Section Thirteen Pension**

The Employer shall contribute the sum of One Dollar and Ten Cents (\$1.10) for each straight time hour worked by Regular Employees covered by this Agreement for the purpose of establishing and maintaining a pension plan. As of the execution of this Agreement, the pension fund used for this contribution, the SEIU National Industry Pension Fund, is subject to a Rehabilitation Plan and requires Employer to make supplemental payments in addition to the contributions outlined herein. Notwithstanding, Employer shall not have an obligation to make supplemental payments for any additional amounts contributed beyond One Dollar (\$1.00) for each straight time hour worked by Regular Employees. The remaining ten cents (\$0.10) is not subject to the supplemental payments under the rules of the SEIU National Industry Pension Fund. Paid vacation, paid holidays and paid sick leave are considered as hours worked in computing pension contributions.

By the fifteenth day of each month, the Employer shall make the required payment for the preceding calendar month to the trustees of the pension plan for the life of this Agreement.

The payroll records of the Employer, pertaining only to employees covered by this Agreement, shall be open for reasonable inspection by a certified public accountant selected by the Union.

The Employer agrees to make contributions in accordance with the National Industry Pension Fund Appendix for Collective Bargaining Agreements between Employers and SEIU Locals attached hereto as Exhibit D (or as later modified with the reasonable consent of Employer). Employer acknowledges that the Service Employees International Union National Industry Pension Fund is currently subject to a Rehabilitation Plan and requires supplemental payments of 62.5% of the monthly amount owed by Employer as set-forth above (set-forth in the attached notice to Participating Employers and Union Representatives also attached in Exhibit D hereto). If the supplemental payment is increased beyond 62.5% during the term of this Agreement, Union agrees that it shall meet and confer with Employer to discuss the financial impact of any such increase in the supplemental payment and how the Agreement can be modified to reasonably accommodate Employer for the increased pension obligations.

#### **Section Fourteen Discipline & Discharge**

The Employer shall have the right to discipline or discharge any non-Probationary Employee for just cause. The Employer recognizes the value of progressive discipline as a means to correct and improve employee conduct and performance and will, for correctable offenses such as attendance issues, tardiness, or other minor policy violations, follow a process of progressive discipline consisting of: (a) a verbal warning, (b) a written warning, and (c) termination. For the purposes of further progressive discipline only, warnings shall expire thirty-six (36) months after issuance.

Notwithstanding the foregoing, the Employer retains the discretion to skip one or more steps in this process when circumstances warrant, including but not limited to situations where the conduct at issue requires an immediate and more serious response. In cases involving serious misconduct, including, but not limited to, theft, workplace violence, gross insubordination, serious safety violations, harassment, discrimination, or other conduct that materially threatens the safety, well-being, or reputation of the organization or its employees, the Employer may proceed directly to suspension or discharge without prior warning.

When issuing written discipline to a Union employee, the Employer will meet with the employee in-person and present any such disciplinary notice to that employee in writing. The employee may sign such notice to document that the notice was received. When

issuing verbal discipline to an employee, the Employer will verbally communicate such discipline to the employee in person, and will thereafter provide written documentation of the verbal discipline to both the employee and the Union.

Any discipline shall be imposed within thirty (30) calendar days from the date of the incident giving rise to discipline, unless: despite reasonable diligence, the Employer requires additional time to conduct an investigation and reasonably determine the appropriate disciplinary action. The parties may also extend the disciplinary deadline by mutual agreement. Where the Employer had no actual or constructive notice of the incident giving rise to potential discipline, the Union shall not unreasonably withhold its agreement to extend the disciplinary deadline provided that Employer provides Union with written notice of discovery of the incident within five (5) business days of obtaining actual or constructive notice. The Employer shall provide the Union with copies of disciplinary notices within five (5) business days of issuance.

While an employee is classified as Probationary, the Employer shall have the sole discretion in determining whether to retain, discipline, or release such employee.

### **Section Fifteen Grievance & Arbitration**

A grievance is any dispute between the Employer and an employee or the Union regarding the interpretation, application or alleged violation of any of the terms of this Agreement. Grievances can be brought by either Party and shall be limited to events and occurrences arising during the term of this Agreement or any extension entered into by the parties hereto.

Grievances involving discharge must be presented in writing to the Employer within ten (10) business days after the employee is discharged. All other grievances must be presented in writing to the other party to be charged within fifteen (15) business days from the date the incident giving rise to the grievance occurred, or the date facts giving rise to the grievance were discovered or should have been discovered. The written grievance shall specify in detail the facts alleged to give rise to the grievance and shall set forth the applicable section(s) of this Agreement alleged to be violated and the remedy sought for the grievance. Failure to present the grievance within the time and in the manner described shall constitute a waiver of the grievance.

The parties shall meet and confer to consider the grievance and determine whether it can be resolved informally within ten (10) days of the date that the grievance is properly submitted ("Informal Mediation Session"). In the event that the Employer and the Union cannot resolve the grievance through the Informal Mediation Session, either party may request the convening of a Board of Adjustment within two (2) weeks of the date on

which the grievance was filed (unless extended by mutual agreement). Such request shall be in writing and shall specify the nature of the grievance. The Board of Adjustment shall consist of two (2) representatives of the Union and two (2) representatives of the Employer. No member of the Union or representative of the Union who was directly involved in, or a party to the dispute, and no Employer representative directly involved in, or a party to the dispute, shall be eligible to serve as a Member of the Board of Adjustment. A decision by a majority of the Board of Adjustment shall be final and binding on all parties. In the event that the Board of Adjustment is unable to reach a decision by majority or unanimous vote on any such matter, such dispute may be referred to an impartial arbitrator whose decision shall be final and binding.

If the Parties cannot resolve the grievance through the processes outlined above, then either Party may, by written notice to the other party, request arbitration of the grievance. Failure to request arbitration within ten (10) business days of the completion of the Board of Adjustment process shall constitute a waiver of the grievance. The parties shall meet to choose an arbitrator within five (5) business days of the date the request for arbitration is made. In the event the parties are unable to agree upon the selection of an arbitrator, the party seeking arbitration shall obtain a list of seven (7) names from the Federal Mediation and Conciliation Service, from which the parties shall alternatively strike names. The party striking first shall be decided by coin toss. The decision of the arbitrator shall be final and binding on the parties and the employees.

The arbitrator shall have no authority to add to, delete or alter any provision of this Agreement. The arbitrator shall have no authority to question the Employer's exercise of discretion in its termination of a Probationary Employee.

The cost of the arbitration and the compensation and expenses of the arbitrator and reporter shall be split evenly by the parties, unless otherwise stated in this Section. Each party shall bear the expense of presenting its own case.

In view of the California legal and legislative environment regarding wage and hour issues, the parties hereby agree that Exhibit D shall apply to employees covered by this Agreement.

### **Section Sixteen No Strike/No Lockout**

Neither the Union nor any employee shall engage in or participate directly, or indirectly, in any strike, sympathy strike, slowdown, picketing, sick-in, stoppage, boycott or other interference with, or interruption of, work of the Employer's operations during

the term of this Agreement, and the Employer will not lock out any employee during the term of this Agreement.

Except as outlined, herein, employees who violate the terms of this section shall be subject to disciplinary action or discharge at the Employer's discretion, and shall have recourse to grievance or arbitration for the sole purpose of determining whether they did in fact engage in conduct which violates the terms of this section. Employees shall not be subject to the disciplinary action outlined in the preceding sentence if the employee refuses to go through or work behind any lawful primary picket line officially sanctioned by the San Francisco Labor Council and relating to a dispute directly involving Employer. The arbitrator shall not have the authority to review the level of discipline imposed by the Employer for violation of this section. The Union shall exercise all reasonable means to stop any violation by any employee of the terms of this section.

Any claim by one party that this section has been violated by the other party or by any employee, where the party allegedly in violation of this section claims that no other section of this Agreement is in dispute shall, at the request of the party claiming the violation, be submitted to arbitration and heard by the arbitrator within twenty-four (24) hours. The arbitrator shall issue an immediate award that shall be final and binding and judicially enforceable. Because it is extremely difficult and impractical to determine and compute the extent of monetary damage caused by the violation of this section, the parties agree that, in addition to injunctive relief, the arbitrator shall be empowered to award liquidated damages, which shall be in the amount of Two Thousand Dollars (\$2,000) for each day or part thereof during which a violation of this section occurred.

Nothing in this Agreement shall be construed as preventing a party from seeking judicial injunctive relief for violation of this section.

### **Section Seventeen Management Rights**

The Employer reserves all of the rights, powers and authority inherent in management, except as specifically limited by the express provisions of this Agreement.

The Employer shall have the right to make safety and work rules and to adopt and from time-to-time modify, rescind or change such safety and work rules, provided they are not inconsistent with the express terms of this Agreement, and provided the Employer has given the Union reasonable opportunity to discuss them with the Employer prior to their implementation.

The Employer shall have the right to subcontract any or all of the services provided by employees covered by this Agreement, provided the Employer has first notified the Union of its intent to subcontract and has given the Union the opportunity to discuss with

the Employer the effects which subcontracting would have on the bargaining unit employees.

Employer and Union shall establish a joint labor management committee to discuss and address issues and matters of general applicability that arise during the Term of this Agreement, provided that the committee shall not address individual employee/personnel matters. The parties shall meet and confer to mutually determine the limited number of members appointed to the committee, and the committee will meet on a quarterly basis, with additional meetings as needed basis.

### **Section Eighteen Union Access**

An authorized Union representative shall be permitted access to Employer's facilities for the purpose of enforcing the provisions of this Agreement, provided that such agent shall have given a minimum of eight (8) hours prior notice of his/her intent to visit the facility and provided such agent shall not interrupt or in any way interfere with an event or the performance of work by a bargaining unit member. The Employer reserves the right to waive the notice requirement for union access.

The Employer recognized the right of the Union to designate or elect shop stewards and alternates. The Employer recognizes the shop stewards or alternates, so designated or elected, as the representative of the Union.

### **Section Nineteen Sole & Entire Agreement**

This Agreement shall constitute the sole and exclusive Agreement concerning the wages, hours and working conditions of all bargaining union employees and supersedes any written, oral or implied agreement pertaining to the employment of such employees.

### **Section Twenty Check Off**

The Employer agrees to deduct from the pay of each employee the membership dues required to maintain good standing as defined by the Constitution and Bylaws of the Union. The Union shall advise the Employer of any adjustments made in membership dues in accordance with the Constitution and Bylaws of the Union. Membership dues shall be deducted one (1) month in advance; that is, February dues shall be deducted from the January paycheck and so on in a like manner; permit fees for each shift worked shall be deducted in the same pay period for which the work shifts are payable. All sums deducted for monthly dues and initiation fees shall be remitted to the Secretary-Treasurer of the Union not later than the twenty-fifth (25<sup>th</sup>) day of the calendar month in which such deductions are made, together with a list showing the names and addresses and

social security numbers of employees and the amount of deduction made. It is understood and agreed between the parties that deduction of Union membership dues shall be made only on the bases of written authorizations from the individuals affected. The Union shall defend and hold Employer harmless for its enforcement of this provision.

The Employer also agrees to deduct voluntary contributions to the Union's Committee on Political Education ("COPE Fund") on behalf of any employee who requests such a deduction provided that the employee provides the Employer authorization in writing specifying the amount and frequency of the contribution. Employer shall commence voluntary deductions for the COPE Fund in the first regular paycheck falling more than thirty (30) days following receipt of the written notice. Employees may withdraw their authorization at any time and deductions shall cease with the first regular paycheck falling more than thirty (30) days following the withdrawal.

The parties acknowledge and agree that the term "individual authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE, subject to the requirements of state and federal law. Employees may express such authorization by submitting to the Union a written membership application form through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "individual authorization" for purposes of this Agreement.

The Employer shall honor an employee's authorization for paycheck deduction of union dues, fees, and/or contributions unless such authorization is revoked in accordance with the National Labor Relations Act or as otherwise between the Union and the employee and, regardless of whether the employee is a member of the Union.

[Intentionally Blank]

**Section Twenty-One  
Term of Agreement**

The Agreement shall be effective on as of January 1, 2025 and shall remain in full force and effect until December 31, 2028, and shall continue in effect thereafter with the same terms then in effect from year-to-year unless either party notifies the other party in writing sixty (60) days prior to the anniversary date of its desire to modify or change this Agreement.

**SAN FRANCISCO BASEBALL ASSOCIATES LLC**

By: Laurence M. Baer  
Laurence M. Baer  
President & Chief Executive Officer

Dated: October 21, 2025

By: Jack F. Barr  
Jack F. Barr  
Executive Vice President & Chief Development Officer

Dated: \_\_\_\_\_

By: Gene Telucci  
Gene Telucci  
Senior Vice President, Ballpark Operations

Dated: 10/15/2025

By: Stan Sprinkles  
Stan Sprinkles  
Vice President, Ballpark Operations

Dated: 10/13/2025

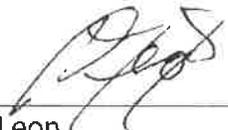
**SERVICE EMPLOYEES INTERNATIONAL UNION, United Service Workers West**

By: Rafaela Martinez  
Rafaela Martinez  
Bargaining Committee Member

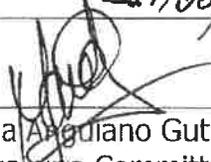
Dated: 09/30/2025

By: Karen Cabrera  
Karen Cabrera  
Bargaining Committee Member

Dated: 09-30-2025

By:   
Oscar Leon  
Bargaining Committee Member

Dated: SET/30/2025

By:   
Maria Angulano Gutierrez  
Bargaining Committee Member

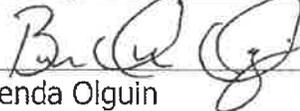
Dated: 9/30/25

By:   
Maria Henriquez  
Bargaining Committee Member

Dated: 9/30/25

By:   
Madison Wise  
Internal Organizer

Dated: 9/30/25

By:   
Brenda Olguin  
Internal Organizer

Dated: 9/30/25

**EXHIBIT A**  
**REGULAR SEASONAL EMPLOYEES**  
**(As of August 27, 2025)**

Guillermo Rodriguez

Patricia Malespin

Rafaela Martinez

Jose Figueroa

Gioconda Vado

Alba Villatoro

Maria Alvarez

Jesus Sanchez

Flavia Mayora

Sara Gaitan

Blanca Nunez

Maria Anguino Gutierrez

Lazaro Hernandez

Celso Vargas-Maldonado

Sandra Gomez Gomez

Maria Torres

Salvador Rodriguez

Silvia Argenal

**EXHIBIT B**  
**REGULAR YEAR-ROUND EMPLOYEES**  
**(As of August 27, 2025)**

Aura Lebron

Guadalupe Manriquez

Javier Sanchez

Gustavo Romo

Noemi Martinez

Angela Miranda

**EXHIBIT C  
WAGES**

<b>Classification</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>Designated Forepersons</b>	\$33.97	\$35.67	\$37.45	\$39.32
<b>Regular Year-Round Employees</b>	\$31.81	\$33.40	\$35.07	\$36.82
<b>Regular Seasonal Employees</b>	\$31.80	\$33.39	\$35.06	\$36.81
<b>Designated Leads</b>	\$29.53	\$31.01	\$32.56	\$34.19
<b>Seasonal Employees, Step 20</b>	\$28.46	\$29.88	\$31.37	\$32.94
<b>Seasonal Employees, Step 19</b>	\$28.18	\$29.59	\$31.07	\$32.62
<b>Seasonal Employees, Step 18</b>	\$27.90	\$29.30	\$30.77	\$32.31
<b>Seasonal Employees, Step 17</b>	\$27.62	\$29.00	\$30.45	\$31.97
<b>Seasonal Employees, Step 16</b>	\$27.35	\$28.72	\$30.16	\$31.67
<b>Seasonal Employees, Step 15</b>	\$27.08	\$28.43	\$29.85	\$31.34
<b>Seasonal Employees, Step 14</b>	\$26.81	\$28.15	\$29.56	\$31.04
<b>Seasonal Employees, Step 13</b>	\$26.54	\$27.87	\$29.26	\$30.72
<b>Seasonal Employees, Step 12</b>	\$26.28	\$27.59	\$28.97	\$30.42
<b>Seasonal Employees, Step 11</b>	\$26.02	\$27.32	\$28.69	\$30.12
<b>Seasonal Employees, Step 10</b>	\$25.76	\$27.05	\$28.40	\$29.82
<b>Seasonal Employees, Step 9</b>	\$25.51	\$26.79	\$28.13	\$29.54
<b>Seasonal Employees, Step 8</b>	\$25.25	\$26.51	\$27.84	\$29.23
<b>Seasonal Employees, Step 7</b>	\$25.00	\$26.25	\$27.56	\$28.94
<b>Seasonal Employees, Step 6</b>	\$24.76	\$26.00	\$27.30	\$28.67
<b>Seasonal Employees, Step 5</b>	\$24.51	\$25.74	\$27.03	\$28.38
<b>Seasonal Employees, Step 4</b>	\$24.27	\$25.48	\$26.75	\$28.09
<b>Seasonal Employees, Step 3</b>	\$24.03	\$25.23	\$26.49	\$27.81
<b>Seasonal Employees, Step 2</b>	\$23.79	\$24.98	\$26.23	\$27.54
<b>Seasonal Employees, Step 1</b>	\$23.56	\$24.74	\$25.98	\$27.28
<b>Probationary Employees</b>	\$20.27	\$21.28	\$22.34	\$23.46

Stepping Up & Down within the Wage Chart. An employee can step up to the next level, remain on the same level or step down to the level below based on their work history for the previous year. Employees who worked 80% of the Full Venue Events at the ballpark during the previous year will step up one level and earn an additional wage increase above the standard wage increase (e.g., from Step 6 to Step 7). Full Venue Events are defined as ballpark events with an expected attendance of greater than 15,000 persons. Employees who work less than 80% of the Full Venue Events, but work 65% or more, will receive the standard wage increase and remain in the same classification. Employees working less than 65% of the Full Venue Events in a given year will step down a level the following year (e.g., from Step 6 to Step 5) and receive the standard wage increase for the lesser level. Employees are subject to warning and eventually termination if they fail to work the "Minimum Number of Full Venue Events." The Minimum Number of Full Venue

Events is defined as less than 50% of the total number of Full Venue Events in a given year. Employees not working the Minimum Number of Full Venue Events in the previous year will receive a written warning putting them on notice that they are subject to termination if they continue to fail to meet the Minimum Number of Full Venue Events. Employees may petition the Employer to waive the minimum work requirement in years that they miss a substantial amount of work due to medical condition or other similar valid reason.

Graveyard Shift Premium. For each hour worked during the Graveyard Shift, an employee shall be entitled to receive \$2.00 per hour more than the hourly wage set-forth in his or her applicable classification outlined in the Wage Chart above ("Graveyard Shift Premium"). The Graveyard Shift is defined as from 12:00AM to 6:00AM. The Employer reserves the right to modify the definition of Graveyard Shift at its discretion (e.g., from 10:00PM to 4AM or 1:00AM to 7AM). For employees working hours that may overlap with the Graveyard Shift, but who are not working the Graveyard Shift in its entirety, the employee shall only receive the Graveyard Shift Premium for those hours during the established Graveyard Shift. For example, an employee currently working from 5AM to 12:30PM shall earn the Graveyard Shift Premium for only the hour worked between 5:00AM and 6:00AM and earn the regular wages from the hours of 6:00AM and 12:30PM.

Recycling Shift Premium. For each hour worked in the Recycling Center, an employee shall be entitled to receive \$2.00 per hour more than the hourly wage set-forth in his or her applicable classification outlined in the Wage Chart above ("Recycling Center Premium"). Employer shall have the full discretion to select and schedule employees in the Recycling Center and to determine the job functions and criteria for all Recycling Center Positions.

Regular List Premium for Leads. Regular Employees who also work as Leads shall be paid a premium of \$1.50 per hour more than his or her applicable classification outlined in the Wage Chart above ("Regular List Premium for Leads").

Retroactive Pay Adjustment. Employer shall issue any retroactive pay owed as soon as reasonably practical, but in no event later than the paycheck issued after a period of thirty (30) days have elapsed since the execution of this Agreement.

## **EXHIBIT D**

### **CLASS ACTION & PAGA WAIVER**

The Union and the Employer intend that the grievance and arbitration provisions outline in Section 15 shall be the exclusive method of resolving all wage and hour disputes between the Employer and the Union and the employees covered by this Agreement, unless otherwise set forth herein or required under applicable law.

Wage and hour claims and claims for associated penalties shall be subject to the grievance and arbitration procedure in Section 15 and shall not be brought in a court of law, which shall include, to the fullest extent permitted by applicable law: all claims arising under the Fair Labor Standards Act, the California Labor Code, the Industrial Welfare Commission Orders and all derivative claims arising under California Business & Professions Code section 17200, et seq. Accordingly, the parties waive any right for any of the claims listed above to be brought, heard, or decided, as a class action and/or collective action in a court of law ("Class Action Waiver"). The Class Action Waiver will be severable from this Section if there is a final judicial determination that the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable.

Any and all claimed violations of the California Labor Code sections identified in Labor Code Section 2699.5 and 2699(f), as well as any others that would be redressable by PAGA, shall be resolved exclusively through this grievance procedure (including arbitration, and the arbitrator shall be authorized to award any and all remedies available to an Employee in their individual capacity otherwise available by law) ("PAGA Waiver"). The parties agree to arbitrate PAGA claims on an individual basis only. The arbitrator shall not have authority to preside over any representative component of a PAGA claim in any proceeding or action. If an Employee brings a representative PAGA claim in court, the representative claim shall be stayed pending completion of arbitration on the individual component of the Employee's claim. This PAGA Waiver individual action requirement clause will be severable from this Section if there is a final judicial determination that it is invalid, unenforceable, unconscionable, void or voidable. In such case, the PAGA action must be litigated in a civil court of competent jurisdiction—not in arbitration—but any portion of this PAGA individual action requirement that is enforceable will be enforced in arbitration.

The impartial arbitrator shall apply the applicable Federal, state or local law to any statutory claim(s).

The Class Action Waiver and PAGA Waiver do not limit the Union's, ability to bring an all-affected grievance for disputes concerning the interpretation, application or alleged violation of any of the terms of this Agreement. However, in no event shall an arbitrator have authority to preside over a class, collective, or representative arbitration involving a wage and hour claim or dispute brought by an employee (rather than the union) with a private attorney. Additionally, an all-affected grievance for wage and hour claims may include only employees of the Employer represented by the local Union at the time the grievance was filed. In such all-affected grievances for wage and hour claims, the parties agree that the arbitrator shall not have the power make errors of law or legal reasoning, or to make determinations of fact that are clearly erroneous. The parties shall have the right to petition a court of competent jurisdiction to confirm, vacate, or correct any partial or final award of the arbitrator. Consistent with California law and the California Arbitration Act ("CAA"), the parties may petition to vacate or correct a partial or final award based on any ground set forth in the CAA and/or on the ground that the arbitrator's award was based on errors of law or legal reasoning and/or is not supported by substantial evidence.

Subject to the Class Action Waiver and PAGA individual action requirement clauses above, which include their own severability provisions, if a court of competent jurisdiction finds any term or clause in this Exhibit to be invalid, unenforceable, or illegal, such a term or clause may be revised to the extent required according to the opinion of the court to render this Exhibit enforceable or valid so as to preserve the agreement and intent of the parties to the fullest possible extent. If any provision in this Exhibit is found by a court of competent jurisdiction to be unenforceable, the Parties shall have the option to re-open this Agreement for the sole purpose of bargaining any necessary modifications that would achieve compliance with prevailing law.

## EXHIBIT E

### **NATIONAL INDUSTRY PENSION FUND APPENDIX FOR COLLECTIVE BARGAINING AGREEMENTS BETWEEN EMPLOYERS AND SEIU LOCALS & NOTICE TO PARTICIPATING EMPLOYERS AND UNION REPRESENTATIVES OF REHABILITATION PLAN**

#### Section 1. COVERAGE

San Francisco Baseball Associates, LLP ("Employer") agrees to make periodic contributions on behalf of all employees covered by the Collective Bargaining Agreement (January 1, 2025 through December 31, 2028) to the Service Employees International Union National Industry Pension Fund ("Fund") in the amounts specified in Section 3 below.

#### Section 2. TERM

The Employer agrees to become and remain a participating employer in the Fund throughout the term of this Collective Bargaining Agreement, including any extensions thereof.

#### Section 3. CONTRIBUTIONS

(a) The Employer agrees to contribute to the Fund \$1.10 per hour worked for all employees covered by the Collective Bargaining Agreement after 90 days of employment.

(b) Contributions required by this provision shall be paid to the Fund on or before the fifteenth day of the month following the period for which contributions are due or before such other date as the Trustees may hereafter reasonably determine after consultation with Employer.

(c) Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be reasonably required by the Fund or their designee.

(d) Notwithstanding any other provision of the Agreement or this Appendix thereto, contributions shall be made on behalf of any employee who is not regular full-time or regular parttime, provided he has worked, or been compensated, for one thousand (1,000) hours or more during the twelve month period beginning with the employee's date of hire. If such an employee does not work, or is not compensated for, at least 1,000 hours during his first year of employment, the computation period shall be based on the calendar year beginning after the end of his first year of employment. Thereafter, contributions shall be made for such employee for all hours paid irrespective of whether the hours worked exceeds one thousand (1,000) hours in subsequent years. Until contributions are required to be made on behalf of an employee pursuant to the terms of this provision, the employee shall not be deemed to be a covered employee working

in covered employment within the meaning of the SEIU National Industry Pension Plan and subsection (a) above. All employees who previously were participants in the pension plan sponsored by the Employer or its predecessor by virtue of having one thousand (1,000) or more hours of service with the Employer or predecessor shall be deemed to be participants under the SEIU National Industry Pension Plan and have contributions made on their behalf to the Fund for all paid hours without the necessity of meeting any additional eligibility requirement.

Section 4. TRUST AGREEMENT

The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that agreement, including collection policies, receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Funds Board of Trustees, or their duly selected successor(s), as its representatives on the Board. This appendix and the pertinent section of the contract shall reopen for negotiation on January 1, 2029.

Section 5. AUDITS

The Employer agrees to permit auditors authorized by the Fund to inspect and review any of its records necessary to ensure compliance with this Agreement and to forward such records or true copies thereof to the Fund's auditors upon request.

Section 6. DELINQUENCIES

The Employer agrees and affirms that, should it default or become delinquent in any of its obligations to the Fund set forth in this article, it shall be liable for such damages, penalties and costs as may be provided for by the Fund's Trust Agreement, resolution(s) and collection policy(ies) of the Fund's Trustees including, but not limited to, a late payment penalty, interest, liquidated damages, and all costs of collection including reasonable attorney's and accounting fees.

Section 7. COOPERATION

The Employer and Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature, and other documents supplied by the Fund Administrator and in obtaining and providing such census and other data as may be required by the Fund's Administrator and in obtaining and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retire Income Security Act.

Section 8. APPROVAL BY TRUSTEES

The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of

the Fund and that the Trustees reserve the right to terminate the participation of the employees covered by this Agreement if Employer breaches their obligation to make contributions as set forth herein and in the Collective Bargaining Agreement. The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

**Section 9 REHABILITATION PLAN**

The employer agrees to elect one of the schedules below:

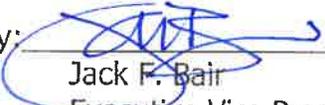
\_\_\_\_\_ We elect the Preferred Schedule. The election of this schedule is final and will be adopted in all future contracts automatically; switching to Default is not permissible.

X  We elect the Default Schedule. This election allows you to switch to Preferred.

**Section 10. MISCELLANEOUS**

In the event of any inconsistency between this Appendix and the Collective Bargaining Agreement, the terms of this Appendix shall prevail.

**SAN FRANCISCO BASEBALL ASSOCIATES LLC**

By:  \_\_\_\_\_  
Jack F. Bair  
Executive Vice President & Chief Development Officer

Dated: 10-22-2025 \_\_\_\_\_

**SERVICE EMPLOYEES INTERNATIONAL UNION, United Service Workers West**

By:  \_\_\_\_\_  
Madison Wise  
Internal Organizer

Dated: 10/1/25 \_\_\_\_\_

