

In the Matter of Arbitration Between	)
	)
<b>TEAMSTERS, LOCAL 2010,</b>	)
	)
Union	)
	)
vs.	)
	)
	) <b>PARKING FEE DISPUTE</b>
	)
	) <b>Grievance No. CX-2022-09</b>
	)
<b>UNIVERSITY OF CALIFORNIA, IRVINE</b>	)
	)
Employer	)
	)

---

**APPEARANCES**

For the Employer:            Jeffrey Hughes, Esq.  
    Tanisha Willoughby, Esq.  
    111 Theory - Suite 200  
    Irvine, CA 92617-4600  
    [jeffrey.hughes@uci.edu](mailto:jeffrey.hughes@uci.edu)

For the Union:                Susan K. Garea, Esq.  
    Beeson, Tayer & Bodine  
    492 Ninth Street, Suite 350  
    Oakland, CA 94607  
    [Sgarea@beesontayer.com](mailto:Sgarea@beesontayer.com)

**INTRODUCTION**

This arbitration concerns a grievance filed by Teamsters Local 2010 alleging that the University of California, Irvine (“UCI”) violated the collective bargaining agreement (“CBA”) between the Board of Regents of the University of California (the “University”) and Teamsters Local 2010 (the “Union”) when it raised the parking fees at some UCI campus parking lots beyond that which is allowed under the CBA. UCI argues that it did not violate the CBA as alleged.

A remote hearing in this matter was conducted via Zoom on May 28, 2024. Each side was given an opportunity to call witnesses and introduce documentary evidence. The matter was taken under submission on August 12, 2024, upon receipt of the parties' closing briefs.

### **THE ISSUES**

The parties were unable to agree upon a statement of main issue in this matter. The Union proposed the following:

Did UCI violate the Collective Bargaining Agreement when it increased the parking rates charged to CX employees at the Verano Place and Palo Verde Place parking lots above the maximum set forth in Appendix G?

UCI proposed the following:

Did the University violate Article 23 parking and or Appendix G by charging the established UCI parking permit rates to Teamsters Local 2010, known as CX employees, for parking in Verano Place and Palo Verde lots?

(T. 6-7<sup>1</sup>) All issues raised by the parties will be addressed.

### **FACTS**

The parties stipulated that prior to July 1, 2023, Union employees working in Verano Place, Palo Verde, and Child Care Services were historically not charged for parking in the Verano Place and Palo Verde parking lots. (T. 6.)

On November 22, 2022, UCI notified the Union that as of April 1, 2023, the Housing Department at UCI would no longer be providing free parking for staff working

---

<sup>1</sup> References are to the transcript from the hearing produced by Denise Talancon, CSR No. 14047. Exhibits will be referred to as "U- \_\_," (Union), "E- \_\_," (Employer), and "J- \_\_," (Joint).

“in Graduate and Family Housing (Verano Place and Palo Verde)” or for “employees from Child Care Services who currently park in those areas.” UCI indicated that it was making this change to comply with the “UC Policy on Sustainable Practices” and to “equitably align staff with respect to payment for parking across all of Student Housing.” (T. 21-22; J-2.)

The notice also included a list of forty-one unit members who would be impacted by the change. (T. 22-23.) UCI ultimately imposed a monthly parking fee of \$ 76.00 for CX employees parking in those lots.

Article 23(A)(1) of the CBA between the Union and the Board of Regents of the University of California states:

The University shall provide to CX-Unit employees parking and parking-related services at each campus/medical center or the Laboratory to the same extent and under the same conditions as normally provided for unrepresented University staff employees at the employee’s location.

Article 23(B)(2) states: “The University shall limit the annual parking rate increases as specified in Appendix G.”

Article 23(B)(3) provides one exception to the limits on parking rate increases:

Future parking taxes, fees, or surcharges imposed by governmental entities or authorities outside of the University shall not be governed by this cap and shall be passed on directly to unit members in accordance with such laws/regulation.

Appendix G provides, “Each location may increase monthly parking rates annually for the life of the Agreement in accordance with the chart below . . . .” The chart indicates that the maximum increase allowed at the UCI campus is \$ 10.00. (J-1.)

The 2023-24 monthly parking rate for UCI “C” parking permits for faculty and staff is \$ 76.00. UCI charges \$ 95.00 for “AR” permits that provide reserved parking for faculty and staff. (E-1.)

On November 23, 2022, the Union grieved the parking rate increase. (J-3.) UCI’s Step 1 response stated that the CBA was not violated because “the monthly parking rate was not increased beyond the maximum. Rather, the same employee parking rate that applies to all other employees . . . has now been applied to employees working in Verano Place and Palo Verde parking lots . . . .” UCI’s response also indicted that the change was required in order “to comply with the UC Office of the President’s policy on Sustainable Practices.” According to UCI, housing and parking fees were “decoupled” and a separate parking fee needed to be paid. (J-4; T. 26-27.)

The Union appealed to Step 2. UCI’s Step 2 response also denied the grievance and added two other arguments. UCI argued that the Union’s position would allow unit members to move to a different work area and maintain a parking rate far below that which other unit members pay. UCI also argued that Article 23 and Appendix G do not refer to “individual rates.” Instead, they refer to “*overall* rates applied to *all* employees.” (J-6; emphasis in original.)

At Step 2 and currently, the Union’s position is that employees who previously received free parking could be charged \$ 10.00/month for the remainder of the year and that rate can be increased by \$ 10.00/month each succeeding year. (T. 30-31.)

The parties’ positions remained unchanged at Step 3 and the Union appealed to

arbitration. (J-8, J-9.)

Karen Paredes-Tupper is employed by the Union and represents employees in the CX bargaining unit, which includes administrative workers, teachers and a few other titles. (T. 19.) The CX unit is a statewide unit of employees at UC campuses. (T. 20.) She testified that the CBA does not contain a “sustainability” exception to the limits on how much parking rates can be increased. Nor has the Union ever agreed to any exceptions to the limits on parking fee increases in the CBA (other than the exception in Article 23(B)(3)). (T. 23.)

Paredes-Tupper testified that CX members are not “well paid” and that a monthly parking increase of \$ 76.00 is a “tremendous burden” for those employees. (T. 24.) She testified that because these employees paid \$ 0.00 for parking before the \$ 76.00 fee was imposed, the maximum increase allowed under the CBA was \$ 10.00 per month. (T. 25.)

Paredes-Tupper testified that Union’s position is that the parking rate is determined by the parking lot. (T. 36.) She testified that if an employee with a \$ 10.00/month parking rate switched positions and parked in a lot that required a “C permit,” that employee would have to pay the monthly rate for the C permit. (T. 34-35.)

Stephanie Aguilar, another Union representative, testified regarding a grievance filed by the Union over a parking rate increase at UCLA clinics in Santa Monica. (T. 40-41.) She testified that UCLA increased parking rates by \$ 28.00. (T. 42-43.) The increase was intended to match parking rates on the main UCLA campus and at UCLA’s hospital. (T. 43-44.) Arbitrator Christopher Cameron ruled in favor of the Union. (T. 44; U-2:

*Regents of the University of California, UCLA Health v. Teamsters Local 2010* (Cameron 2022).)

Aguilar also testified regarding a grievance filed by the UAW over a parking rate increase at UC San Francisco. In that case, the University attempted to pass a parking tax increase onto Union members. That grievance was also successful and employees were reimbursed for the amounts in excess of \$ 10.00/month that they paid prior to the arbitration award. (T. 46-47; U-1: *International Union, UAW Local 5810 v. Regents of the University of California, UCSF* (Stiglitz 2021).)

Julianna Bayley is UCI's Director of Parking and Ancillary Services. (T. 51.) UCI has parking structures and parking lots with more than 10,000 parking spaces. (T. 52.) Employees can sign up for parking permits with their "UCI Net." (T. 52.) Her department is responsible for establishing parking rates. (T. 54-55.) That department is also responsible for rate increases, subject to the "provo's office" for approval. (T. 58.) Rate increases apply to all employees and students. (T. 59.)

Bayley testified that her department does not control and operate the Verano Place and Palo Verde parking lots. Those are operated by UCI Housing. (T. 61.) She also testified that her department does not control parking at 111 Theory. Some UCI employees have worked at that location in the past. Parking rates there are set by the Irvine Company, which owns the property. (T. 63-64, 66.)

Bayley testified that there is no difference between the parking rates charged to CX bargaining unit members and the rates charged to non-represented staff. (T. 56-57.)

She also testified that there are “sustainable transportation options” that do not require Union members to purchase parking permits. These include walking, biking, bus, train, and carpools. (T. 59.)

Timothy J. Trevan is the Assistant Vice-Chancellor for Student Housing at UCI. (T. 68.) UCI houses approximately 11,000 students on campus-owned properties. (T. 69.) There are approximately 280 employees who work in that department. (T. 70.) Palo Verde and Verano Place are two of the facilities used for graduate and family housing on campus. (T. 70.)

Trevan testified that employees who worked at Palo Verde and Verano Place were the only employees who were provided with free parking. (T. 73.) This had been the case since the early 90s. (T. 78.) Other CX employees who worked in other UCI Housing locations did not receive free parking. (T. 73.) Like Bayley, Trevan testified that with regard to parking costs, represented employees are treated the same as non-represented employees. (T. 73-74.)

Currently, no unrepresented employees are charged \$ 10.00/month for parking. (T. 74.) Currently, no one is able to park at Verano Place or Palo Verde for free. (T. 74-75.)

Like Bayley, Trevan testified that the sustainability policy motivated the change resulting in the increased parking charges at Verano Place and Palo Verde. He also testified that it was motivated by an “inequity” that has been a “bit of a sticky point with the staff.” (T. 75.) The change at issue here impacted both CX employees and unrepresented employees. (T. 76.)

Trevan also testified that there was a potential inequity with regard to students. If they had to pay, UCI could not justify CX members being able to continue to enjoy free parking. (T. 80-81.)

## **THE POSITIONS OF THE PARTIES**

### **The Union's Position**

The Union first argues that the “plain meaning” rule supports its interpretation. UCI is required to provide parking to both represented and unrepresented employees to the same extent and with the same conditions, which it does at Verano Place, Palo Verde and Child Care Services. But the contract limits the amount that the cost for parking can be raised. The limitation provision uses the word “shall,” so it is mandatory, not discretionary.

According to the Union, this provision was upheld by Arbitrator Cameron in the UCLA case, where some facilities were not owned by UCLA and in the UC San Francisco case which I decided. The Union argues that this case is even clearer than those cases because the parking facilities at issue here are owned and controlled by UCI.

The Union argues that UCI is asking for me to “write a new contractual exception to the cap.” (Union Br., p. 9.) That is not allowed. Exceptions must be agreed to at the bargaining table, not through arbitration. The only exception the parties agreed to covers surcharges by governmental entities and authorities outside the University. This provision was negotiated after (and presumably) as a result of the decision in the UC San Francisco case.



According to the Union, the contract interpretation doctrine of *expressio unius est exclusio alterius* applies. The parties chose to write an express exception to parking increase caps for taxes and fees imposed by external entities. As a result, there can be no implied exceptions.

The Union argues that UCI's reliance on Article 23(A)(1) must be rejected. UCI's position, i.e., that it has not violated the CBA because both represented and unrepresented employees are being charged that same \$ 76.00, would render Article 23(B)(2) meaningless. The Union also argues that the language in Article 23(A) relates to the amount and location of available parking, not the parking rates. The Union also argues that the general language in Article 23(A) must yield to the more specific language in Article 23(B).

The Union also characterizes UCI's position as assuming that parking rate increases apply to a single permit. According to the Union, it did not negotiate for a single rate. The CBA speaks to parking "rates" (plural). All parking rates are subject to the restriction on increases. As noted by the Union, UCI has separate rates and increase maximums for parking on the main UCI campus as opposed to the Medical Center. This shows that UCI can charge different parking rates at different locations. That principle applies here where UCI offered free parking in certain lots while other parking areas cost a specified monthly amount.

For a remedy, the Union seeks an award that rescinds the rate increases at issue and provides refunds to those who parked at the formerly free parking lots and were

charged more than \$ 10.00 per month to park there.

### **UCI's Position**

UCI first argues that in contract cases, the Union bears the burden of proof.

UCI next argues that its interpretation of the CBA is supported by the “plain meaning rule.” Under that rule, “contract provisions which are clear and unambiguous must be enforced as written” and an arbitrator may not consider extrinsic evidence “where the meaning of contract language appears to be ‘plain and unambiguous.’” (UCI Br., p. 9.)

Citing the Restatement (Second) of Contracts, UCI argues that when interpretation is needed, the purpose of a provision is to be given “great weight.” Citing arbitral authority, UCI also argues that interpretations consistent with the “purpose” of a provision is to be favored over interpretations that “conflict” with that purpose. (UCI Br., pp. 9-10.)

According to UCI, the first paragraph of Article 23 is controlling here. It provides that CX employees are entitled to parking services “to the same extent and under the same conditions as are normally provided for unrepresented University staff employees at the employee’s location.” UCI argues that this language “conveys the distinct and express intention of the parties to establish equity between CX employees and unrepresented employees.” (UCI Br., p. 10.)

No employees at UCI are charged \$ 10.00 per month. The Union cannot negotiate a provision for equity between represented and non-represented employees and then

claim that Union employees should be charged \$ 66.00 a month less for parking.

UCI also argues that in interpreting a contract, various provisions must be read together in order to establish the intent of the parties. According to UCI, the first sentence in Article 23(B) limits “the annual parking rate increases” as specified in Appendix G, which allows UCI to increase monthly parking “rates” on an annual basis. The initial “rate” is one that UCI gets to establish. Here, the Union is trying to claim that UCI cannot raise parking fees that are below the “established rate” of \$ 76.00 per month.

UCI also points to testimony from the Union that if an employee who had been paying nothing or only \$ 10.00 per month changed positions and had to park in a lot that costs \$ 76.00 per month, that employee would have to pay an increase in excess of the \$ 10.00 per year increase. While the Union claims that the rates are determined by the parking lot, UCI argues that “there is absolutely no language in Article 23 or Appendix G designating rates for individual departments or parking lots.” (UCI Br., p. 14.)

UCI also argues that the Union’s interpretation would lead to an unfair result. UCI’s position in this case “ensures equity for all employees.” The Union’s position provides a benefit to Union employees over those not in the Union. Over the course of time, that could amount to a savings for a Union employee of approximately \$ 3,000.00.

Finally, UCI argues that the arbitration awards cited by the Union are distinguishable. The Cameron award dealt with parking at facilities that were owned, operated, and controlled by third-party vendors. The UCSF case dealt with the question of whether a tax increase imposed on parking lot owners could be passed on to those who

used the lots notwithstanding a cap on parking cost increases.

## **DISCUSSION**

As the University correctly notes, because this is a contract interpretation case, the Union bears the burden of proof. (*BNSF Railway*, 122 LA 48 (Suntrup, 2006).)

There are several rules of construction that apply in contract cases like this. The first is the “plain meaning rule.” Under that rule, an arbitrator must exclude extrinsic evidence where the meaning of contract language appears to be “plain and unambiguous.” (See, e.g., *Medford School Dist.*, 130 LA 856, 863 (Gaba, 2012).)

The second most fundamental rule of construction is that one should “determine the mutual intention of the parties from the language they used” and “that language should be construed in light of the purpose clearly sought to be accomplished . . . .” (*Globe Newspaper Co.*, 74 LA 1261, 1268 (Kates, 1980).)

I have little doubt that the plain language in Article 23(B)(2) and Appendix G support the Union’s position. Under Appendix G, the maximum increase for parking rates at UCI is \$ 10.00 per year. A \$ 10.00 increase of \$ 0.00 is \$ 10.00, the rate the Union seeks under the CBA.

I do understand that the language in Article 23(A)(1) might create some ambiguity. That language suggests that Union members and unrepresented employees should be treated equally. However, UCI’s arguments based on Article 23(A)(1) cannot withstand scrutiny.

Under UCI’s argument, nothing would prevent UCI from raising rates for

unrepresented employees beyond that allowed under Appendix G and then, in the name of equity, claim that under Article 23(A), Union employees have to pay that rate. In other words, UCI's position could give precedence to Article 23(A) and wipe out the protections in Article 23(B)(2). As the Union correctly argues, it is a well-understood principle of contract interpretation that interpretations that "nullify or render meaningless a part of a contract should be avoided." (*John Deere Tractor Co.*, 5LA 631, 632 (Updegraff 1946), quoted in *Elkouri & Elkouri: How Arbitration Works* (8<sup>th</sup> Ed.) Ch. 9.3.A.viii.a.)

UCI correctly argues that the parties' intent should be a guide to interpretation. Section 202, subd. 1 of the Restatement (Second) of Contracts provides: "(1) Words and other conduct are interpreted in the light of all the circumstances, and if the principal purpose of the parties is ascertainable it is given great weight."

However, I disagree with UCI's claim that providing equity between represented and unrepresented employees was the primary intent of Article 23. It seems quite clear to me that the Union had two goals: giving its members equal access to parking; and limiting parking costs and cost increases for its members, who are not highly compensated employees.

Like the Union, I conclude that the "equity" language in Article 23(A) and the limits in Article 23(B) were negotiated by the Union to protect its members and not to protect the rights of unrepresented employees. Those two contract provisions can be reconciled as requiring the Union to be subject to rates no higher than rates paid by

unrepresented employees (Art. 23(A)) and be protected from rate increases (Art. 23(B) and Appendix G). In other words, through bargaining, the Union achieved the right to “have it both ways.”

If unrepresented employees are treated less well, it is not the Union’s fault nor the Union’s problem. The University agreed to limit parking fee increases for Union members. UCI is bound by that agreement. If UCI is concerned about unrepresented employees, it is free to charge them the same amount it charges Union members. UCI cannot assert a Union-negotiated contractual benefit to reduce a Union-negotiated limit on parking fee increases.

As a result, I conclude that the Union’s interpretation is both consistent with the language in the CBA and the intent of the parties in negotiating that language.

### **AWARD**

The grievance is granted. UCI shall comply with the rate increase limits contained in Article 23(B)(2) and Appendix G.

Any Union member who parked in the Verano Place and Palo Verde parking lots after free parking was terminated may only be charged \$ 10.00 per month for the first year parking charges were imposed. Monthly rates at those lots cannot increase by more than \$ 10.00 per year so long as the current CBA is in force.

UCI shall promptly reimburse all Union members who parked in those lots the difference between \$ 10.00/per month (what should have been charged) and \$ 76.00/per month (what Union members were improperly charged).

No interest will be due if the University provides refunds within 60-days of this Award. If the University fails to provide reimbursement within 60-days, interest will accrue at that point at the rate of 1% per month until all amounts are paid.

I will retain jurisdiction until the Award has been fully implemented.

Date: August 16, 2024

Jan Stiglitz  
Arbitrator