



AGREEMENT

between

PAS, LLC.

and

TEAMSTERS LOCAL 727

July 1, 2013 — June 30, 2018

EXHIBIT C

16295

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ARTICLES OF AGREEMENT

AGREEMENT made and entered into by and between PAS, LLC., (hereinafter referred to as the "Employer"), and Auto Livery Chauffeurs, Embalmers, Funeral Directors, Apprentices, Ambulance Drivers and Helpers, Taxicab Drivers, Miscellaneous Garage Employees, Car Washers, Greasers, Polishers and Wash Rack Attendants, Motion Picture, Theatrical, Exposition, Convention and Trade Show Employees, Pharmacists, Bus Drivers, Parking Lot Attendants, and Hikers, Hotel Industry and Racetrack Industry Employees, Newspaper, Magazine, Periodical Salesmen, Drivers, Division Men, District Managers, Checkers, Vendors and Handlers, and Electronic Media Workers Chicago and Vicinity, Illinois LOCAL 727, an affiliate of the I. B. of T. (hereinafter referred to as the "Union").

ARTICLE 1 Recognition

1.1 Notwithstanding the title or the Charter of the Union, it is agreed that the Union, shall be the sole and exclusive bargaining agent for the following employees of the Employer only: All full-time and part-time employees who perform valet services at locations which have no parking facilities.

1.2 It is agreed that this Agreement applies only to valet service locations which have no parking facilities as defined in Article 36. All locations which have parking facilities will be covered under the commercial or residential contract with the Union (also referred to as the Parking Industry Agreement), which is hereby incorporated by reference.

1.3 All work covered by this Agreement shall be performed by bargaining unit employees.

ARTICLE 2 Union Security

2.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall remain members in good standing, or pay fees in lieu thereof, and those who are not members on the date on which this Agreement is signed shall, on the thirty-first day following the date on which this Agreement is signed, become and remain members in good standing in the Union, or pay fees in lieu thereof. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which the Agreement is signed shall, on the thirty-first day following the beginning of such employment, become and remain members in the Union, or pay fees in lieu thereof.

2.2 When specifically authorized in writing by each employee, the Employer will deduct, from the first paycheck of each month, dues and/or fees owing the Union and forward them to the Secretary-Treasurer of the Union, not later than ten (10) days after each monthly deduction. Such authorization, once given, shall be irrevocable for a period of not less than one (1) year or the term of this Agreement, whichever occurs sooner.

2.3 Upon hiring an employee or upon the request of the Union, it shall be the responsibility of the Employer to obtain from the employee a completed Application and Authorization form provided by the Union and an Enrollment Card provided by the Teamsters Local Union No. 727 Benefit Funds. The Employer will forward the same to the Union by the employee's thirty-first day of employment or within thirty (30) days after a request by the Union is made.

2.4 The Union agrees to further the interests of the Employer to the best of its ability.

ARTICLE 3 Uniforms

3.1 Should an employee be required to wear a uniform, the Employer agrees to furnish said uniforms, free of charge, and replace worn-out or damaged uniforms, free of charge. The Employer shall supply such employees with uniforms that, in the opinion of the Employer, are reasonable for the season in light of the specific requirements at each location.

3.2 Employees shall not be required to pay for uniforms or replacement uniforms, or for a deposit for such uniforms or replacement uniforms; provided the Employer may deduct the cost of such uniform from the employee's final paycheck if the employee fails to return the uniform upon termination.

3.3 Identification badges will be issued to employees free of charge; provided that the Employer may charge an employee \$5.00 for replacement of a lost badge.

ARTICLE 4 Seniority

4.1 Seniority shall mean length of continuous service from an employee's first day of continuous employment in the industry as a member of the Union. Separate seniority lists shall be maintained for full-time and part-time employees. Employees changing from one seniority list to the other shall go to the bottom of that seniority list. The Employer shall keep and make copies available to a representative of the Union accurate and up-to-date separate seniority lists, showing their names and first date of employment.

Seniority is to prevail at all times, except that seniority shall not apply to foremen nor to the selection of foremen.

All seniority shall be considered on a company-wide basis for purposes of lay-offs. In case of lay-offs, the last employee hired is to be the first laid off in respect to the separately maintained seniority lists. An employee laid off from one seniority list shall not use his seniority to replace an employee on the other seniority list except that a full-time employee may work part-time and retain his recall rights provided that there is no more senior part-time employee currently on layoff.

4.2 Seniority shall be broken for any one or more of the following reasons:

- (a) Voluntary quit.
- (b) Discharge for cause.
- (c) Absence from work for three (3) consecutive working days without notifying the Employer unless prevented from doing so through no fault of the employee.
- (d) Failure to return to work after expiration of a leave of absence unless due to circumstances beyond the control of the employee or unless excused by the Employer.
- (e) Failure to return to work within seventy-two (72) hours following recall after layoff, which notice will be made by the Employer by certified letter to the employee's last known address according to the records of the Employer.
- (f) Lay off for a continuous period of more than six (6) months.
- (g) Engages in other employment while on an authorized leave of absence without the consent of the Employer.

4.3 The first one hundred twenty (120) days of employment shall constitute a probationary period during which time an employee may be discharged at the sole discretion of the Employer. After one hundred twenty (120) days, an employee's seniority date shall date from his or her first day of continuous employment in the industry as a member of the Union.

ARTICLE 5 Grievance Procedure

5.1 Any complaint, grievance, or dispute arising under or concerning the meaning, application, or compliance with the terms of this Agreement shall first be taken up for adjustment by a representative of the Employer and a representative of the Union. The Employer and the Union shall meet at a time and place mutually agreed upon after the request by either party for such a meeting.

5.2 The following Grievance Procedure shall be followed in resolving said disputes:

STEP ONE: Grievant will meet with Union Representative and Facility Manager as outlined above,

STEP TWO: In failing to have the dispute resolved in STEP ONE, grievant will meet with a representative of the Union and a representative of the Employer at a mutually convenient time and place to resolve the grievance.

If the parties cannot agree, the issue may then be referred by the Union to arbitration.

5.3 Arbitration shall be by an arbitrator from the Federal Mediation and Conciliation Service ("FMCS"), and his or her decision shall be final and binding upon both parties and the employee(s). The Union shall request a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators within the Chicago Geographical Region. The parties will alternate striking arbitrator names until one is chosen. The identity of the party which shall strike first shall be determined by a coin toss. The Union and the Employer will each be responsible for one-half of the cost for such arbitration proceeding. All other expenses of the arbitration shall be assumed by the party incurring them. The arbitration hearing will not be transcribed except when the arbitrator may deem necessary. At the conclusion of the hearing, the arbitrator will issue a decision with any award in writing.

5.4 The Employer must be notified of a monetary grievance within thirty (30) days after knowledge of the alleged violation or it shall be waived.

5.5 A non-monetary (policy) grievance must be filed in writing within ten (10) days after knowledge of the alleged violation or it shall be waived.

ARTICLE 6 Discipline and Discharge

6.1 No employee who has completed his or her probationary period will be discharged or disciplined except for just cause.

6.2 The Union shall have the right to investigate the reasons for any discharge or discipline and to protest the same through the grievance and arbitration procedure.

6.3 An employee must be notified as soon as possible of any disciplinary action.

ARTICLE 7 Strikes and Lockouts

7.1 The Union agrees that there shall be no strike, slow-down, or cessation of work. There shall be no picketing, hand billing or boycott of the Employer's customers. The Employer agrees there shall be no lockout during the term of this Agreement.

The provisions of this section shall not apply to employers which have failed for six consecutive months to pay the contributions due to the Benefit Plans which are not in dispute or to submit dues.

7.2 Should there be an unauthorized strike, slow-down, walk-out, or other unauthorized cessation of work, the Union shall not be liable for damages resulting from such unauthorized acts from its members, and the Union shall undertake every reasonable means to induce the employees to immediately return to their jobs. In the event of an unauthorized strike, slow-down, walk-out, or any unauthorized cessation of work, the Employer shall have the sole and exclusive right to discipline or discharge the employees who participate in such an event.

7.3 No employee covered by this Agreement shall be required to go through a picket line when the picket line is approved by Teamsters' Joint Council No. 25.

**ARTICLE 8
Wages**

8.1 All employees covered by this Agreement shall receive wage increases over and above their present hourly wage rates as follows;

Effective July 1, 2013.....	\$.20 per hour
Effective January 1, 2014.....	\$.20 per hour
Effective July 1, 2014.....	\$.20 per hour
Effective January 1, 2015.....	\$.20 per hour
Effective July 1, 2015.....	\$.40 per hour
Effective July 1, 2016.....	\$.40 per hour
Effective July 1, 2017.....	\$.40 per hour

8.2 All employees covered by this Agreement shall receive a minimum starting hourly wage rate of \$8.25 per hour or higher according to the minimum wage laws governing work in the pertinent jurisdictions. Once hired, new employees shall receive wage increases according to the schedule in Section 8.1.

**ARTICLE 9
Holidays**

9.1 Regular full-time employees shall receive additional compensation for the six (6) holidays listed below equal to their normal workday hours but not less than eight (8) hours pay at their regular daily straight-time rate of pay. Those employees who are scheduled and do work on any of these six (6) holidays will receive their regular daily straight-time rate of pay in addition to time and one-half (1 ½) per hour for all hours actually worked on said six (6) holidays. To be entitled to holiday pay under this clause, the employee must work for the Employer six (6) months and work his or her scheduled workday before and his or her scheduled workday after said holiday if the employee is scheduled to work. An employee who is scheduled to work on a holiday but fails to report to work shall forfeit his or her right to holiday pay unless his or her absence is due to extenuating circumstances. For the purpose of holidays and overtime pay on holidays, the below listed holidays will be celebrated on the days they fall on unless otherwise specified by law:

Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day
Employee's Birthday

A holiday for which an employee is paid and during which he or she did not work shall be considered as time actually worked by him or her under the terms of this Agreement. No employee shall receive holiday pay unless he or she has attained six (6) months' seniority with the Employer on or before the date of the holiday. Part-time employees, when working on said holidays, shall be entitled to time and one-half (1 ½) per hour for hours worked. All work performed on the sixth (6th) day of a holiday week shall be paid at the overtime rate.

The additional compensation for each holiday (holiday pay) for part-time employees shall be based upon the average weekly hours scheduled and paid during the two (2) calendar months preceding the Holiday as follows:

<u>Weekly Hours</u> <u>Scheduled</u>	<u>Holiday Pay</u>
Up to 19 hours	2 hours
20 to 29 hours	4 hours
30 to 39 hours	6 hours

ARTICLE 10 **Military Service**

10.1 Employees who become members of the U.S. Armed Services shall have such rights of reemployment as may be prescribed by the Uniformed Services Employment and Reemployment Rights Act.

ARTICLE 11 **Jury Duty**

11.1 Employees on the payroll with ninety (90) days or more of service will be reimbursed for any loss of income incurred during the time spent on jury service with a maximum of ten (10) days annually.

ARTICLE 12 **Sick and Personal Leave**

12.1 A full-time employee who has worked for the Employer for six (6) months or longer shall be entitled to six (6) combined sick and/or personal days per year at the employee's normal rate of pay for their normal workday hours but not less than eight (8)

hours per day. Effective January 1, 2016, employees will be entitled to seven (7) combined sick and/or personal days per year.

12.2 A part-time employee who has worked for the Employer for six (6) months or longer shall be entitled to six (6) combined sick and/or personal days per year based upon the average weekly hours scheduled and paid during the two (2) calendar months preceding the Holiday as follows:

<u>Weekly Hours Scheduled</u>	<u>Personal/Sick Leave Pay</u>
Up to 19 hours	2 hours
20 to 29 hours	4 hours
30 to 39 hours	6 hours

Effective January 1, 2016 employees will be entitled to seven (7) combined sick and/or personal days per year.

12.3 The employee shall give one week's notice to the Employer for days used for personal leave. The employee shall phone a designated phone number and if no answer, a designated back-up phone number at least two (2) hours before his or her regularly scheduled starting time for days used for sick leave. Combined sick and/or personal days shall be noncumulative.

ARTICLE 13 Funeral Leave

13.1 A regular full-time employee who may lose time from his or her employment due to a death in his or her immediate family shall be entitled to receive his or her regular pay during said absence for four (4) days. Immediate family members are defined to be father, mother, brother, sister, spouse, child, father-in-law, mother-in-law or grandparents.

13.2 In order to qualify for funeral pay, the employee must have worked for the Employer for six (6) months or longer.

13.3 Employees must, upon request from the Employer, furnish satisfactory proof of death and relationship.

13.4 Funeral leave shall only be granted for the purpose of attending the funeral of the deceased, grieving and settling the affairs of the deceased.

ARTICLE 14
Vacations

14.1 Employees shall receive vacation in accordance with the following schedule:

After one (1) year of continuous employment, one (1) weeks vacation
After three (3) years of continuous employment, two (2) weeks vacation
After twelve (12) years of continuous employment, three (3) weeks vacation

14.2 An employee's vacation time may be split upon mutual agreement between employee and Employer. At least one (1) continuous week must be taken each year. Vacations shall be scheduled between January 1 and December 31 of each year.

14.3 (a) A vacation bank shall be established for each employee, into which employees shall begin to accrue vacation pay on a monthly basis in accordance with paragraph 14.3 (b), below. Vacation pay and time shall be earned on a monthly basis in accordance with the following schedule:

After one (1) year of employment: .417 vacation days per month
(equivalent to one (1) weeks vacation):

Beginning with the first month of employment and continuing through the month prior to the month in which the employee completes two (2) years of employment (1st month through 36th month of employment), employees accrue .417 vacation days with pay per month in which the employee actually performs work or takes paid time off.

After three (3) years of employment: .834 vacation days per month
(equivalent to two (2) weeks vacation):

Beginning with the month in which the employee completes three (3) years of employment and continuing through the month prior to the month in which the employee completes twelve (12) years of employment (37th month through 144th month of employment), employees accrue .834 vacation days with pay per month in which the employee actually performs work or takes paid time off.

After twelve (12) years of employment: 1.25 vacation days per month
(equivalent to three (3) weeks vacation):

Beginning with the month in which the employee completes twelve (12) years of employment (145th month of employment) employees accrue 1.25 vacation days with pay per month in which the employee actually performs work or takes paid time off.

(c) The month in which employment begins and the month in which employment ends shall be considered a full month for purposes of this Section.

(d) Employees shall be entitled to use vacation time with pay, immediately after accruing it.

- (e) Every December 31st, each employee shall be given the option of a payout or carry over of unused vacation days in his or her vacation bank; provided, however, that the carry over will be limited to accruals in the prior twelve (12) months. Should the employee receive a payout, such employee shall receive the payout on the next scheduled pay period.
- (f) Employees shall receive an accounting of all their accrued vacation, no less frequently than monthly.

14.4 Vacation pay for part-time employees shall be prorated in accordance with the above schedule.

14.5 Employees shall be paid their accrued vacation pay prior to the time they leave on vacation.

14.6 Preference by seniority shall be given to an employee's choice of vacation period.

14.7 Employees shall receive vacation pay on the basis of average hours worked in the previous year. All hours worked or paid for (combined sick and/or personal days, holidays, sick leave, bereavement pay) shall be considered as hours worked in determining compensation.

14.8 Vacation checks shall be issued separately.

ARTICLE 15 Leave of Absence

15.1 The Employer may, at its sole discretion, grant a personal leave of absence to an employee with seniority provided:

- (a) The employee requests the leave, in writing, at least one (1) week in advance of such a leave, unless there was no possibility that the employee had such prior knowledge of the necessity of the leave. Approved leaves shall be in writing with a copy to the Union; and
- (b) The leave is for a specified time not to exceed thirty (30) calendar days in duration which may be extended for an additional specified time not to exceed an additional thirty (30) calendar days in duration at the sole discretion of the Employer.
- (c) Upon the expiration of an employee's authorized personal leave of absence, said employee shall be reinstated with full seniority to the same or substantially equivalent employment.

15.2 The Employer may implement the Family Medical Leave Act (FMLA) consistent with applicable law, and the provisions of this section. The Employer shall grant family and medical leaves to employees entitled by law to such leaves.

15.3 The Employer shall continue to contribute to the Health and Welfare Fund during FMLA leaves, to the extent required by law or alternatively, the Employee shall remain covered by the Employer's health insurance plan during FMLA leaves as though the employee were actively at work.

15.4 In all cases of medical leave, regardless of whether they are FMLA leaves, the Employer may require employees to submit to medical examinations by a physician chosen by the Employer at the Employer's expense, during the leave and before the employee returns to work.

15.5 Upon expiration of an authorized medical or family leave an employee shall be reinstated with full seniority to the same or substantially equivalent employment (unless the employee would have been laid off or terminated had the employee not taken a leave). It is understood that employees returning to work from a leave (or any illness or injury) must be able to acceptably perform all essential job functions and may not constitute a threat to safety.

ARTICLE 16

Hours of Work

16.1 Full-time employees covered by this Agreement who are called to work shall receive not less than six (6) hours work or its equivalent per day.

16.2 All regular full-time employees covered by this Agreement, shall be guaranteed a workweek consisting of forty (40) hours exclusive of one-half (1/2) hour for a lunch period each day.

16.3 Any regular employee shall forfeit his or her weekly guarantee in that week in which he or she takes off a regularly scheduled workday or any portion thereof on his or her own initiative or when an employee is discharged for cause. However, an employee, before leaving the Employer's premises, shall be required to punch out.

16.4 Overtime [time and one-half (1 ½)] shall be paid for all hours worked over forty (40) hours in any one week exclusive of the thirty (30) minute lunch period each day. If an Employer has any employees covered by the Fair Labor Standards Act, overtime shall be paid in accordance with said Act and at least thirty (30) minutes shall be allowed each day without pay for an employee's lunch period.

16.5 When feasible, the Employer shall post the employee's schedule at least seven (7) days in advance.

ARTICLE 17

Transfers

17.1 The Employer may assign duties to any employee as dictated by business conditions.

**ARTICLE 18
Driver's License**

18.1 All employees shall continuously have and shall exhibit to the Employer upon request a valid Illinois Driver's License. Any employee found not to have a valid Illinois Driver's License in his or her possession will be suspended without pay for up to ninety (90) days until a valid license is presented. After that time, the employee may be subject to termination. An Employee whose license is suspended or revoked must report the loss or suspension of his/her license. An employee who makes a timely report will be suspended without pay for up to ninety (90) days until a valid Illinois Driver's valid License is presented. After ninety (90) days the employee will be placed on a preferential rehire list for up to six (6) months. An employee who fails to make a timely report as to the loss or suspension of his/her License and who is involved in an accident or who is ticketed by a traffic control officer while on duty will be terminated.

**ARTICLE 19
Health and Welfare and Legal and Educational Assistance**

19.1 Health and Welfare

- (a) During those period(s) that the Affordable Care Act as amended from time to time is not in effect, as least to the extent an Employer is not obligated to provide health insurance coverage under it, the Employer shall contribute to Teamsters Local Union No. 727 Health and Welfare Fund on account of each employee covered by this Agreement \$55.00 per month:

This amount shall be increased each March 1 by \$5.00 per month as follows:

March 1, 2014.....	\$60.00 per month
March 1, 2015.....	\$65.00 per month
March 1, 2016.....	\$70.00 per month
March 1, 2017.....	\$75.00 per month
March 1, 2018.....	\$80.00 per month

Commencing the first of the month in which the Affordable Care Act as amended from time to time obligates the Employer to provide any current or future fulltime employee of the Employer healthcare coverage under the eligibility criteria providing the latest possible date or hours of work the Employer shall cease to have any obligation to make contributions under this Paragraph 19.1 (a) on behalf of its fulltime employees. Its obligation to make payments on behalf of part time employees shall continue, however.

- (b) During those periods the Affordable Care Act as amended from time to time obligates the Employer to provide healthcare coverage to any one of its current or future eligible fulltime employees, the Employer shall contribute \$315 per month to the Teamsters Local 727 Health & Welfare

Fund on account of each such eligible fulltime employee covered by this Agreement who actually performs work during the calendar month. The obligation to make contributions shall be determined on an individual by individual employee basis. Payments under this paragraph and paragraph 19.1(a) above shall not be duplicated. The amount of the monthly premium may be increased by the Trustees of the Teamsters Local 727 Plan up to a maximum of 6.5% of the monthly premium (\$315.00) the first March 1 following the one year anniversary that the Employer was obligated to provide coverage under the Affordable Care Act and up to an additional 6.5% each March 1 thereafter.

The determination period for determining whether an employee is a full time employee for purpose of the Affordable Care Act shall be the calendar year. Similarly the stability period for an employee receiving healthcare coverage shall be the calendar year. The determination period for employees hired during any calendar year after the Affordable Care Act becomes effective shall be the longest possible period permitted by the Affordable Care Act

- (c) Contributions due under Paragraph 19.b above to the Health and Welfare Fund for all fulltime Employees shall commence at the latest possible date or hours of work.

Any fulltime employee otherwise eligible to receive health care coverage under Article 19(b), may opt out of coverage and shall receive a stipend of ninety dollars (\$90.00) per month in lieu thereof. The Employer shall have no obligation to make any contribution to any Teamsters Local 727 Health and Welfare Plan on behalf of opt-out employees. The opt-out will be by signature on a form prepared by the Employer, and the opt-out will be effective until the employee notifies the Employer in writing that he/she has experienced a loss of coverage due to a life altering event and wishes to begin receiving health care coverage.

- (d) In the event the health care coverage provided through the Teamsters Local 727 Plan does not meet the standards imposed by the Affordable Care Act or its implementing regulations, the Union agrees to indemnify the Employer for any penalties or other monetary consequences which result. If the Union does not compensate the Employer for its losses or the Teamsters Local 727 Plan is not made compliant, the Employer may withdraw from continued participation in the Plan, provided it provides Plan Participants with uninterrupted coverage under the Employer's health plan.

19.2 Legal and Educational Assistance

- (a) If the Employer is not a Contributing Employer as defined in Section 19.2(b), the Employer shall contribute to the Teamsters Local Union No.

727 Legal and Educational Assistance Fund on account of each employee covered by this Agreement the following:

Commencing July 1, 2013.....\$68.00 per month which shall be adjusted each March 1 to the amount of the contribution required by the Parking Industry Agreement.

- (b) A Contributing Employer means an Employer who is obligated to make contributions to the Legal and Educational Assistance Fund pursuant to the terms of the Collective Bargaining Agreement between the Union and the Employer covering residential and commercial locations (referred to as the Parking Industry Agreement).

19.3 Contributions due hereunder to the Health and Welfare and Legal and Educational Assistance Funds for all employees for which contributions are due shall commence with the month of their employment.

19.4 No contributions to the Health and Welfare Fund or Legal and Educational Assistance Fund shall be required on behalf of any employee who is on a leave of absence, except to the extent required by law.

19.5 By the execution of this Agreement, the Employer authorizes the Trustees to enter into appropriate trust agreements necessary for the administration of such Funds, and hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

19.6 It is also agreed that in the event the Employer is delinquent at the end of a month in the payment of its contributions to the Health and Welfare Fund or Legal and Educational Assistance Fund, in accordance with the rules and regulations of the Trustees of such Fund, the employees or their representatives shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employee for losses resulting therefrom.

19.7 Should the Trustees of the Health and Welfare Fund or Legal and Educational Assistance Funds audit the records of the Employer, such audit shall not exceed: three (3) years from the date the notice of the audit in the case of an Employer which is signatory to the Parking Industry Agreement or seven (7) years in all other cases.

ARTICLE 20

Labor Management Committee

20.1 The Employer agrees to contribute four dollars (\$4.00) per month to the Parking Industry Labor Management Committee (PILMC) for each employee covered by this Agreement.

ARTICLE 21
Teamsters-National 401(k) Savings Plan

21.1 The Employer hereby agrees to participate in the Teamsters - National 401(k) Savings Plan ("the Plan") on behalf of all employees represented for purposes of collective bargaining under this Agreement. The Employer will make or cause to be made payroll deductions from participating employees' wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward withheld sums to the Plan at such time, in such form and manner as required pursuant to the Plan and Declaration of Trust (the "Trust"). The Employer will execute a Participation Agreement with the Union and the Trustees of the Plan evidencing employer participation in the Plan effective prior to any employee deferral being received by the Plan. In addition, the Employer agrees to require the payroll system provide separate paycheck deductions so that the Plan may allow participant loans. The Employer further agrees, at such times as it is administratively feasible to require the payroll system to provide separate paycheck deductions so that the Plan may allow after-tax contributions.

ARTICLE 22
Management Rights

22.1 All rights, powers, and authority customarily exercised by the Employer are retained and reserved by the Employer except as otherwise specifically modified by express provisions of this Agreement.

ARTICLE 23
Doctors' Examinations

23.1 All doctors' examinations requested by the Employer will be paid for by the Employer. In the event the employment of the employee is terminated on the basis of the report of the Employer's doctor, or in the event of questionable status of employee's health upon being rehired due to a layoff, the Union may, at its own cost, have such report checked by a doctor of its election.

ARTICLE 24
Time Records

24.1 The Employer shall keep accurate time records and make them available for inspection by the Union upon request so that there will be no misunderstanding about the employee's time.

ARTICLE 25
Access to Facility

25.1 Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes and investigating working conditions; provided, however, that there is no interruption of the Employer's business operations.

ARTICLE 26
Payday

26.1 Payday shall be at least as often as semi-monthly (twice monthly). Employees must receive a paper or electronic paycheck; an employer is prohibited from paying an employee in cash.

ARTICLE 27
Maintenance of Benefits

27.1 Employees covered by this Agreement receiving wages or conditions (excluding overtime) over and above those listed in this Agreement shall suffer no economic loss as the result of signing this Agreement. No employee covered by this Agreement shall receive less than the terms and conditions therein specified.

ARTICLE 28
Individual Agreements

28.1 There shall be no side deals or agreements, whether orally or in writing, between any Employer and employee or between Employers. No employee or Employer, either orally or in writing, shall enter into any agreement, contract, or arrangement covering any employment to which this Agreement applies which is contrary to or conflicting with the terms and conditions of this Agreement.

ARTICLE 29
Non-Discrimination

29.1 It is the policy of both the Employer and the Union to comply with all Federal and State Equal Employment Opportunity Laws and not to discriminate against any employee because of race, sex, color, religion, national origin, age, or membership or non-membership in the Union, or other protected characteristic.

ARTICLE 30
Shortages

30.1 Employees shall be accountable for all receipts collected by them and responsible for their errors in the collection of parking tickets. Employers shall have the right to summarily dismiss an employee for stealing, misrepresentation of the receipts, or for failure to explain to the satisfaction of the Employer repeated errors in parking tickets, reports, and collections, except as set forth below.

30.2 Employees shall be informed of their shortages, if any, within thirty (30) days after discovery of the shortage, but in no event later than sixty (60) days after the shortage occurred. Shortages, if any, shall be recovered within two (2) pay periods after the employee is notified of the shortage, or longer if required by law.

30.3 In the event of shortages of \$5.00 or more, the Employer will follow the progression of discipline set forth below when appropriate, subject to such facts as may be

present in each case, and subject to the just cause requirement of the collective bargaining agreement:

GUIDELINES

<u>CASHIER SHORTAGE OCCURRING IN A SINGLE YEAR</u>	<u>ACTION TO BE TAKEN GENERALLY APPLIED</u>
1st	Oral Warning
2nd	Written Warning
3rd	3-Day Suspension without pay
4th	Discharge

30.4 It is understood that the foregoing constitute agreed-upon disciplinary guidelines. However, if unusual situations or extenuating circumstances are present, the situation may warrant consideration of deviation from the guidelines based upon all the facts available for review. Accordingly, these guidelines are intended to be used as a guide for the considered judgment of supervisory personnel who must in each case view all of the facts of an employee shortage in their proper context.

30.5 If the employee disagrees with the shortage charge, the matter may be processed through the grievance procedure.

**ARTICLE 31
Employee Liability**

31.1 Except as provided for in Article 30, no employee shall be held financially responsible for damages incurred in the performance of his or her daily duties.

31.2 No employee shall be charged for any insurance premiums or for any deductibles or costs related to any insurance claim or any other claim of damage to person or property.

**ARTICLE 32
Change in Ownership or Management**

32.1 In the event an Employer acquires, loses, closes, or anticipates losing a location which falls within the scope of this Agreement, the Employer will give the Union fifteen (15) days written notice prior to the effective date thereof, or immediate written notice if the acquisition or loss is to take place in less than fifteen (15) days, and said Employer will meet at the Union's request before the acquisition or loss to discuss all matters pertinent to said acquisition or loss.

32.2 Any employee who has continuously worked at a location for one hundred eighty (180) days or more will be retained by the acquiring Employer when an Employer

acquires a new location. The Employer losing the location will be obligated to retain all other employees.

32.3 Within fifteen (15) days of the loss of a location, the Employer who lost the location shall pay to employees who are retained by the acquiring Employer the pro-rate value of all vacation, combined sick and/or personal days and compensation earned under this Agreement but not taken and/or paid.

In addition, the Employer who lost the location shall pay the respective benefit funds any amounts owed up to the last day actually worked. The acquiring Employer shall provide said employees with corresponding time-off without pay. Upon commencing employment with the acquiring Employer, employees shall be credited with all seniority, as described in Article 4, Section 4.1, as though there had not been an Employer change.

ARTICLE 33 Credit Union

33.1 The Employer agrees to deduct from the employee's regular paycheck and forward to the credit union designated by the Union such sums as the employee may voluntarily decide to deposit. The employee will notify the Employer by written authorization of his or her desire. Such deduction will be on a semi-monthly basis and forwarded to the credit union.

ARTICLE 34 Drive Authorization and Deduction

34.1 The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his or her regular paycheck on a semi-monthly basis. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one 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.

ARTICLE 35 Open Full-Time Positions

35.1 Any full-time positions that become open must be offered to part-time employees at that location by seniority.

ARTICLE 36 Location/Facility Classification

36.1 The parties recognize that it is necessary to classify locations/facilities for purposes of this Agreement and the Agreement applicable to commercial and residential locations (also referred to as the Parking Industry Agreement). All locations/facilities that are covered under these Agreements as of November 1, 2001 will retain their current classification. Any location/facility not covered by these Agreements as of November 1,

2001 will be classified by mutual agreement between the Employer and the Union using the following guidelines:

- (a) **Commercial:** All locations in which fifty percent (50%) or more of the vehicles parked at the location belong to the general public are commercial locations. Commercial locations include locations with valet parking services where there are any parking spaces in the building where the location exists.
- (b) **Residential:** All locations of employer members of Apartment Building Owners and Managers Association of Illinois and all other locations in which more than fifty percent (50%) of the vehicles parked at the location belong to residents of the property are residential locations.
- (c) **Valet:** All locations that strictly provide valet parking services without any physical parking facility are valet locations and are covered by the Agreement covering valet service locations.

36.2 The Employer and the Union agree that employees employed as bellmen or doormen will be covered under the classification for the location where they are employed.

ARTICLE 37 Miscellaneous

37.1 No employee shall be required to take a polygraph or behavioral analysis test without his or her consent as a condition of employment.

37.2 Employees may not be required to perform janitorial services; however, in accordance with past practices, employees may be directed to clean immediate areas visible to customers.

37.3 An employee may not be discharged or disciplined because his or her earnings have been subjected to two (2) or less wage garnishment deduction orders within one (1) year.

37.4 Drug and alcohol testing will only be permitted for (1) probationary employees, and (2) reasonable suspicion under the terms and conditions of the Drug and Alcohol Policy and Testing Program agreed to by the Employer and the Union.

37.5 The Union agrees that in the event any agreement is executed by the Union with any other Parking Industry Employer which provides for a lower wage rate, reduced benefits, or changed working conditions than those provided in this Agreement, then the Employer may have such lower wage rates, or reduced benefits, or changed working conditions substituted in this Agreement. The Union shall provide advance, written notice to the Chicago Parking Association in the event it requests any exceptions to this provision for any newly organized Employer, or for any Employer who has not previously been signatory to an agreement with the Union. Upon receipt of such notice, the Chicago Parking Association agrees to designate representatives to meet and confer with the Union regarding

this request. If the Chicago Parking Association does not respond, within seven (7) working days, to such a request by the Union, then the Union may enter into any such agreement without agreement from the Employer.

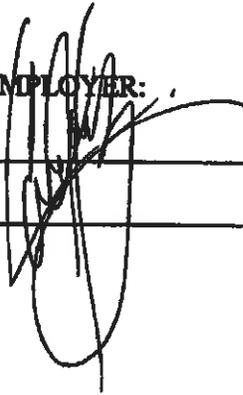
THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, executors, successors and assigns.

THIS AGREEMENT shall go into effect July 1, 2013, and shall continue in full force and effect until and including June 30, 2018, and shall continue thereafter on an annual basis from year to year unless written notice of desire to amend the Agreement is given by either party sixty (60) days prior to June 30, 2018 or sixty (60) days prior to June 30 of any subsequent year.

THIS AGREEMENT is made in duplicate and each copy is an original.

EXECUTED at Chicago, Illinois, this 1st day of July, 2013.

FOR THE EMPLOYER:



Two horizontal lines are present below the signature area.

FOR THE UNION:

John T. Cole
Secretary-Treasurer

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into between PAS, LLC. and Teamsters Local 727, and is hereby attached to the parties' collective bargaining agreement that is in effect from July 1, 2013 through June 30, 2018.

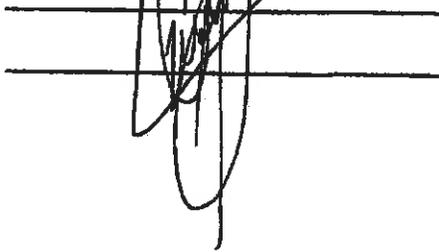
The parties acknowledge that the national healthcare legislation that has been enacted may impact the Health and Welfare provisions of their existing collective bargaining agreement. To that end, the parties agree that following the issuance of final regulations but before the effective date of the "employer penalties" they will meet and confer to discuss the impact, if any, that such legislation has on their respective obligations under the terms of their agreement.

Nothing within this Letter of Understanding shall be construed to alter or amend the terms of the parties' collective bargaining agreement, including, but not limited to, Article 7. All provisions of the parties' collective bargaining agreement shall remain in full force and effect through its expiration date of June 30, 2018.

THIS AGREEMENT is made in duplicate and each copy is an original.

EXECUTED at Chicago, Illinois, this 1st day of July, 2013.

FOR THE EMPLOYER:



FOR THE UNION:

John T. Cole
Secretary - Treasurer

LETTER OF UNDERSTANDING

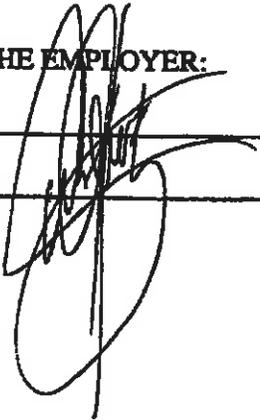
This Letter of Understanding is entered into between PAS, LLC. and Teamsters Local 727, and is hereby attached to the parties' collective bargaining agreement that is in effect from July 1, 2013 through June 30, 2018.

The parties agree that, notwithstanding any provision to the contrary in their collective bargaining agreement, during the first three (3) months (January, February, and March) of each calendar year, the Employer may require of any bargaining unit employee one or the other, but not both, of the following:

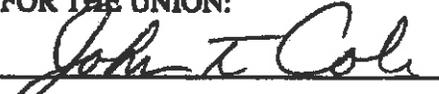
1. To be involuntarily furloughed for up to three (3) weeks (one (1) day per week for up to fifteen (15) weeks) of an employee's equivalent annual vacation entitlement during this three (3) month period. Any bargaining unit employee selected for this involuntary furlough may elect to use any earned vacation for any of these furloughed hours, in lieu of an absence without pay. If an employee so elects to use their earned vacation pay, they may still request unpaid time off during the remaining nine (9) months of any calendar year.
2. To have a full time schedule reduced to 32 hours.

EXECUTED at Chicago, Illinois, this 1st day of July, 2013.

FOR THE EMPLOYER:



FOR THE UNION:



Secretary-Treasurer