



TEAMSTERS LOCAL UNION No. 507

Warehouse, Manufacturing, Processing, Assembling and Installer Employees

CUYAHOGA COUNTY AND VICINITY, OHIO • AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Carl Pecoraro
Secretary-Treasurer

Ray Brown
President

Robert A. Johnson, Jr.
Vice President

Joe Molnar
Recording Secretary

Edwin Reyes
Trustee

Daniel Jameson
Trustee

Theresa LoBue
Trustee

November 2, 2018

Mr. Chris Matei, Facilities Manager
Standard Parking Hopkins Airport
5300 Riverside Drive, Bldg 109A
Cleveland, Ohio 44135

Dear Mr. Matei:

Enclosed please find three (3) copies of the proposed Agreement covering our members employed by Standard Parking Hopkins Airport. In addition to the enclosed proposal, we would also like to discuss the below-listed matters during our negotiations:

- Provide lockers so that each employee will have individual lockers
- Provide a full size refrigerator for employee lunchroom
- Update Letter of Understanding dated August 13, 2015
 - a. Update wage rates consistent with Agreement for Cab Stand employees
 - b. Modify requirement for eligibility for health care to thirty (30) hours

Upon your review of such, please contact the undersigned to schedule a meeting.

Very truly yours,

Carl Pecoraro
Secretary-Treasurer

/kk
Enclosures



STANDARD PARKING HOPKINS AIRPORT A G R E E M E N T



THIS AGREEMENT, made and entered into on the date hereinafter set forth but effective as of January 1, 2015 2019, by and between STANDARD PARKING - HOPKINS AIRPORT, having parking lots, or any newly acquired or constructed parking lots located in the State of Ohio, or within a radius of twenty-five (25) miles of the County of Cuyahoga, State of Ohio, said Company being hereinafter referred to as the "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 507 hereinafter referred to as the "Union."

ARTICLE I - OBLIGATION-RECOGNITION

1. It is mutually understood and agreed by and between the parties hereto that, except as otherwise provided herein, the hours, hourly rates of pay and working conditions hereinafter set forth shall be binding upon the parties hereto from the first (1st) day of January 2015 2019 until terminated, as hereinafter provided.

2. The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Company employed at its parking lot at the Cleveland Hopkins Airport in the classifications listed in Article IV hereto, and of any new classifications that may fall under the jurisdiction of Teamsters Local No. 507.

ARTICLE II - CONDITIONS OF EMPLOYMENT

1. The management of the business in all its phases and details shall remain vested in the Employer. The rights of the Employer and the employees shall be respected and the provisions of this contract for the orderly settlement of all questions regarding such rights shall be observed.

2. All present employees of the Employer shall, as a condition of continued employment, be members of the Union on the thirty-first (31st) day following the date of this Agreement and thereafter shall continue membership in good standing in the Union by the tender of periodic dues, initiation fee and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

3. It is agreed that all new employees of the Employer, as a condition of continued employment, shall be members of the Union on the thirty-first (31st) day following the beginning of their employment and thereafter shall continue membership in good standing in the Union by the tender of periodic dues, initiation fee and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

4. In accordance with individual check-off authorizations, the Employer shall deduct from employees earnings, Union membership dues, including initiation fee and assessments uniformly required which are payable by such employees and shall remit the amount so deducted to the Union not later than the tenth (10th) day of each month.

5. Within five (5) days of notification by the Union that an employee is in default in the payment of their dues or initiation fees, the Company shall be required to discharge said employee and said request must be complied with.

6. The Union shall establish a hiring hall which shall be upon the premises of the Union Headquarters. The Union shall be the only source of applicants for the furnishing of the type of labor covered by this Agreement but the Employer shall retain the right to refer applicants for employment to the Union hiring hall and any applicant referred by the Employer shall be given preference over all other applicants. Selection of applicants by the Union for referral to the Employer to jobs shall be upon a nondiscriminatory basis and shall not be based on or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

9. In the event of moving of the Company's parking lots to a new location within a seventy-five (75) mile radius of the present location, the present members would have the first opportunity to be employed at the new location with no loss of seniority and benefits. Employees so transferred will relocate at their own expense.

10. It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, age or sex. The representatives of the Employer and the Union, in all steps of the grievance procedure and in all dealings between the parties, shall comply with this provision.

ARTICLE III - WORK HOURS AND OVERTIME

1. The standard work week for full-time employees shall consist of forty (40) hours to be worked in five (5) days from midnight Friday to midnight Friday and a regular work day shall consist of eight (8) consecutive hours exclusive of meal periods. When it requires an employee to work four (4) hours or more of unscheduled overtime, either before or after their shift, they shall be permitted a reasonable meal period with pay within such overtime. If the overtime is after their shift, the meal period shall be within the first two (2) hours of successive overtime.

2. Working shifts shall be scheduled and posted by the Company. Employees shall be paid at the end of each week at a specified time, which shall be 12:00 noon Friday following the previous week's work.

3. Whenever an employee works on one (1) of their scheduled days off, they shall receive no less than eight (8) hours' pay or not be given less than the number of hours of work that is provided in their regular schedule for that particular week.

4. When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to equalize the time and all overtime will be distributed as equally as possible among all qualified employees in their respective classification per shift.

5. When an employee covered by this Agreement has been relieved for the day and is recalled to work from their home, they shall be paid not less than four (4) hours' pay at the overtime rate applicable.

6. If an employee is asked to report prior to their regular reporting time for their shift, the Company agrees to pay such employee at the applicable overtime rate up to the time they normally would report for their regular shift.

7. The Company's night shifts (12:00 a.m.—8:00 a.m.) shall consist of eight (8) hours, including a thirty (30) minute paid meal period, to be taken at the option of the employee.

8. Employees who are required to work overtime past their regular shift shall receive a minimum of one-quarter (¼) hour of work or pay in lieu thereof.

9. If an employee works on the sixth (6th) consecutive work day and if a holiday falls on the same day, the employee shall be entitled to two and one-half (2½) times the straight time rate for all work performed on such sixth (6th) consecutive day worked.

10. If an employee works on the seventh (7th) consecutive work day in a work week and if a holiday falls on the same day, the employee shall be entitled to two and one-half (2½) times the straight time rate for all work performed on such seventh (7th) consecutive day worked.

11. Overtime pay of time and one-half the employee's straight time rate shall be paid to employee for hours worked in excess of

Company's premises.

15. Shop Stewards shall give all grievances, complaints or job bids of Local Union members, signed by the member and the steward, on forms provided by the Local Union, to the Company supervisor, and immediately forward the original to the Union. Within seven (7) days of receiving a written complaint or grievance, the Company shall, in writing, by mail, notify the Union office and give a copy to the steward and to the grievant as to the disposition of such complaint or grievance. In submitting the answer to the Union, the Company shall also attach a copy of the original grievance*. Any grievance, dispute, controversy or the like not filed by a Local Union member with the Shop Steward or at the Local Union office within seven (7) days of the date on which the said grievance, dispute, controversy, or the like occurred, shall be irrevocably waived by said Local Union member.

*In the event of the unavailability of a Shop Steward, a member may file their grievance or complaint at the Union Office, 5425 Warner Road, Unit 7, Cleveland, Ohio 44125, during regular business hours.

16. The Company shall give notification, in writing, by mail, to the Union office which notification shall set forth the following applicable information: (a) the name of any employee not reporting for work, the reason, if known, the name of the Company representative receiving any employee telephone call with regard thereto; (b) the name of any employee who arrived late to work, the extent of such tardiness and the reason therefor, if known; (c) the name of any employee who leaves work early, and how early, together with the reasons therefor, if known; (d) the name of any employee who has been talked to, warned, reprimanded or otherwise for failure to perform their work duties or who may have been violating Company rules, the Company representative so talking to, warning, reprimanding or otherwise, such employee and the reasons therefor; and (e) in all or any of the foregoing events, the name of the Company representative who prepares the notification reports herein above referred to. Such notices shall be forwarded by the Company to the Union office, by mail within sufficient time so that all such information will at all times cover the preceding work week.

17. The Company shall furnish the Union with one (1) bulletin board for each time clock for the posting of all notices. These boards shall be put on a wall as close to each time clock as possible and be convenient for every member to see.

18. Any member who is required to serve on a jury shall be paid the difference between jury duty pay and their normal days' pay for each day spent while on jury duty.

19. Any employee who volunteers at the request of Local 507 to give blood for an operation at a hospital shall be paid their full days' pay for the day they are required to go to the hospital to give blood.

20. Death in Immediate Family - In the event of the death of a member of the immediate family of an employee; father, mother, son, daughter, sister, brother, husband, wife, father-in-law, mother-in-law, grandmother or grandfather, the employee shall be entitled to a leave of absence not more than three (3) consecutive work days with full pay for the number of hours ordinarily worked, provided they attend the funeral and provide documentation from the funeral home.

21. All existing benefits enjoyed by any employee at the time of

execution of this Agreement shall continue.

22. Employees shall be responsible for all damage to customer's property that is the result of the employee's carelessness.

23. Employees shall be accountable for all receipts collected by them and for errors on the collection of parking tickets and for missing parking tickets. After an employee has received one (1) verbal warning and three (3) written warnings for non-payment of shortages; such shortages will be recovered through payroll deduction. All employees will be required to sign the necessary form for the implementation of payroll deduction. The Employer shall have the right to summarily dismiss an employee for stealing, misrepresentation of collections and receipts and for unsatisfactorily explained repeated errors in parking tickets and collections. Employees shall be personally responsible for shortages and such shortages shall be paid by the Tuesday following the Friday payday.

24. In the event the Company opens a new parking lot or is newly hired to run an existing parking lot, the Company will immediately notify the Union of the location of such parking lot, the date the Company is to commence operations, and the estimated number of employees necessary to operate the lot. Furthermore, in the event the Company closes a parking lot or is released by the owner from the operation of a parking lot, the Company will immediately notify the Union of the location of such parking lot, the date the Company is to cease operations, and the employees who will be displaced by the cessation.

25. Sick Leave - All employees with six (6) months of continuous service with the Company shall be entitled to four (4) days' sick leave for disabling, involuntary illness during a twelve (12) month period running from January 1 of each year. Unused sick leave for any year will be paid to employees on the first (1st) payroll period following December 31 of each year. To become eligible, employees must notify Management of such illness as soon as possible at least two (2) hours before start of shift on the day of absence and shall, upon request, furnish the Company with a satisfactory certificate of a physician if such illness is of two (2) or more days' duration. Compensation of such absence shall be paid for at the rate per hour prevailing on the day illness occurs. Any employee found guilty of misrepresentation or abusing the privilege provided herein for sick leave shall forfeit their right to share in the benefit and shall be subject to discharge. Employees hired after July 29, 1997, shall receive one (1) sick day for each twelve (12) months worked up to a maximum of four (4) sick days. Employees hired after May 1, 2006, shall receive one (1) sick day for each twelve (12) months worked up to a maximum of two (2) sick days.

26. The Company shall furnish parking on the lot at no cost to the employee.

27. All members currently employed shall receive the wage increases granted their classification, regardless of their present wage rates, for the effective contract years namely, contract ratification January 1, 2019, January 1, 2020, January 1, 2021, and January 1, 2022. All members shall receive either the increases granted their classification or the general increases, whichever is greater but in no event both.

ARTICLE IV - CLASSIFICATIONS AND WAGE RATES

No less than the following minimum wage rates shall be paid to all employees covered by this Agreement.

	Effective 01/01/19	Effective 01/01/20	Effective 01/01/21	Effective 01/01/22
All Employees	\$15.00	\$16.00	\$17.00	\$18.00

Effective January 1, 2019, all employees shall receive a minimum wage increase of \$1.00 an hour, regardless of their present wage rate.

Effective January 1, 2020, all employees shall receive a minimum wage increase of \$1.00 an hour, regardless of their present wage rate.

Effective January 1, 2021, all employees shall receive a minimum wage increase of \$1.00 an hour, regardless of their present wage rate.

Effective January 1, 2022, all employees shall receive a minimum wage increase of \$1.00 an hour, regardless of their present wage rate.

ARTICLE V - SENIORITY

1. Each employee shall have bargaining unit seniority equal to

have employment preference over workers who have never been employed by the Employer. Any employee or former employee

board. This board shall be put on a wall as close to the main time clock as possible and be convenient for every member to see. Copies of such notices shall be forwarded forthwith by the Company to the Union office, by mail, immediately after posting. The notice shall be posted for seven (7) consecutive days. The notice of vacancy shall contain the following: starting time, the hours worked, the days off, and closing date of bid.

Eligible employees shall make their bids known to the Union and to the Company on forms provided by the Union and signed by the member and the Steward.

The Company shall forward written notice, by mail, to the Union office immediately after the notice for the job bid has been posted seven (7) days. The notice shall contain the following: The name of the employees who bid for the job and the name of the employee who will be placed on the job.

ARTICLE VI - EXPLANATION OF CLASSIFICATION

1. The Company shall forward, by mail, to the Union office during the month of February of each year the following written information: a list of all former and present employees who worked during the preceding calendar year, their classifications, their date of hire, their hourly wage rates, their gross earnings for the previous year, and the total number of hours worked by each employee during the previous year.

2. The Company shall forward, by mail, to the Union office during the months of March, July, and September of each year the following written information: a list of all present employees and the total number of hours worked by each employee from the beginning of the year.

ARTICLE VII - JOB SECURITY

The Employer shall give one (1) weeks advance written notice to the Union office of its intention to discharge or lay off any employee except in cases of fighting, drunkenness from alcohol, use of drugs, possession of weapons, alcohol or drugs, dishonesty, disorderly conduct and insubordination. The question of whether or not such dismissal is without just cause may be referred by the Union to the Grievance Committee and to arbitration proceedings as provided in Article XIV hereof. In the event it is determined that such dismissal was without just cause, the employee shall be reinstated in accordance with the decision of the Arbitrator.

ARTICLE VIII - COOPERATION

The accredited Business Representatives of the Union shall be permitted to enter the Employer's premises during all working hours for the purpose of ascertaining whether this Agreement is being properly observed without unduly interfering with the work.

ARTICLE IX - SAFETY AND HEALTH

1. The Employer and the Union will cooperate in the continuing objective to eliminate accidents. The Employer shall continue to make reasonable provisions for the safety of their employees during the hours of their employment.

2. The Company shall provide bonding.

3. The Company agrees to pay the cost of any uniforms which it requires employees to wear. The cleaning and maintenance of which shall be paid by the employee. The cost of any special hats, shoes, boots, etc., must be paid by the Company.

4. It is further agreed that should a member be injured on the job during their working hours, the Employer shall furnish transportation to the hospital or clinic and should the doctor advise the injured member to go home, the aforesaid member shall be paid their full work day.

5. The Company shall keep the washrooms and toilets in a strictly clean and sanitary condition and shall provide a clean and sanitary lunchroom where all employees may eat their lunches and shall keep same in a clean and sanitary condition and said lunchrooms shall be separate and apart from washrooms and toilets.

ARTICLE X - HOLIDAY PREMIUM

1. The Company agrees to pay two and one-half (2 1/2) times the

reason for not working. In the event that any of the foregoing holidays fall on a Sunday, the day observed by the State, Nation, or by Presidential proclamation shall be considered the holiday.

3. In order to qualify for holiday pay, an employee must work the first scheduled work day before the holiday and the first scheduled work day following the holiday unless excused for good and sufficient reason.

4. In scheduling of the Birthday Holiday, the employees shall have the option of the exact day of their birthday off and the following day or be granted a holiday which shall be ~~one (1)~~ two (2) work days immediately preceding or the ~~one (1)~~ two (2) work days immediately following the first scheduled day off following their birthday. Should the work day immediately preceding or immediately following their first scheduled day off following their birthday be recognized in the contract as a paid holiday week, the employee shall be given off ~~one (1)~~ two (2) work days immediately preceding or following their next scheduled day off in the following week with pay as their holiday.

5. The Roving Holiday is to be taken on the employee's anniversary date of employment or during the thirty (30) day period immediately following as mutually agreed between the Employer and the employee. ~~Employees hired after May 1, 2006, shall not be eligible for the Roving Holiday.~~

6. An employee whose majority of time is spent on the night shift shall receive night pay in addition to their base rate for holidays.

ARTICLE XI - STATUS OF SUPERVISORY EMPLOYEES

No superintendent, assistant or supervisory employee shall be permitted to do any work regularly performed by members of the Union unless said superintendent, assistant or supervisory employee is a member of the Union, except for emergencies and training.

ARTICLE XII - VACATIONS

1. Immediately after an employee completes one (1) year of employment and each year or part of a year thereafter, they shall be entitled to one (1) week vacation with pay regardless of how many months they have worked up to the taking of their vacation, but an employee must work at least one (1) month in the year to be eligible for vacation.

2. Immediately after an employee completes two (2) years of employment and each year or part of a year thereafter, they shall be entitled to two (2) weeks' vacation with pay regardless of how many months they have worked up to taking of their vacation, but an employee must work at least one (1) month in the year to be eligible for vacation.

3. Immediately after an employee completes five (5) years of employment and each year or part of a year thereafter, they shall be entitled to three (3) weeks' vacation with pay regardless of how many months they have worked up to taking of their vacation, but an employee must work at least one (1) month in the year to be eligible for vacation.

4. Immediately after an employee completes ten (10) years of employment and each year or part of a year thereafter, they shall be entitled to four (4) weeks' vacation with pay regardless of how many months they have worked up to the taking of their vacation, but an employee must work at least one (1) month in the year to be eligible for vacation.

5. Immediately after an employee completes fifteen (15) years of employment and each year or part of a year thereafter, they shall be entitled to five (5) weeks' vacation with pay regardless of how many months they have worked up to the taking of their vacation, but an employee must work at least one (1) month in the year to be eligible for vacation.

6. Immediately after an employee completes twenty (20) years of employment and each year or part of a year thereafter, they shall be entitled to six (6) weeks' vacation with pay regardless of how many months they have worked up to the taking of their vacation, but an employee must work at least one (1) month in the year to be eligible for vacation.

7. Employees hired after May 1, 2006, of this Agreement shall receive the following vacation:

One (1) week after one (1) year

12. If a recognized holiday falls within the regular work week and an employee is on vacation during this period, said vacation period shall be extended by an additional regular work day with pay for same.

13. The Company shall post vacation schedules no later than December 1 and said schedule shall remain posted until December 22 of each year. Employees will be given their vacation in accordance with their Company seniority during the calendar year provided that any vacation scheduled after January 31 will be on a first come basis. The selection made by the employee during this period shall be final. A minimum of two (2) employees shall be allowed to schedule vacation per week. Only one (1) employee per shift will be permitted on vacation or personal holiday at one time. Management will have discretion to grant one (1) additional employee time off if staffing requirements permit.

14. Employees will be permitted to trade vacation periods providing they notify the Company in advance in writing. Employees will not be required to split up their vacation period.

15. Employees with a minimum of two weeks' vacation shall have the right to use one (1) week of vacation as individual personal days.

ARTICLE XIII - UNION JURISDICTION

It is mutually understood and agreed that this Agreement will apply to employees working under classifications mentioned in Article IV of this Agreement.

ARTICLE XIV GRIEVANCE COMMITTEE AND ARBITRATION BOARD

1. If any controversy or difference shall arise between the Union and the Employer, or between any employees and the Employer, with respect to the interpretation or effect of this Agreement with regard to the rights, obligations, or liabilities of the parties hereunder or otherwise, such controversy or difference, in order to be considered a grievance under this Agreement, must be submitted in writing by a Local Union member with the shop steward or at the Local Union office within seven (7) days of the date on which said grievance dispute, controversy or the like occurred. Once a grievance is timely filed in accordance with this Paragraph, the grievance shall be processed as follows:

2. Within two (2) weeks after a grievance is filed, such grievance shall be submitted to a meeting between representatives of the Union and representatives of the Employer for full discussion and, if possible, amicable settlement.

3. In the event the grievance is not settled or otherwise adjusted in the above grievance meeting, the Union shall have the right to submit the grievance to arbitration by notifying the Employer of its intention to arbitrate said grievance within thirty (30) days from the date of the above grievance meeting. Upon arbitration notice from the Union, the Union and the Employer shall promptly attempt to agree upon an impartial arbitrator. If an impartial arbitrator cannot be mutually selected, the Union may request the Federal Mediation and Conciliation Service to submit a panel of arbitrators and the impartial arbitrator shall then be selected in accordance with the FMCS rules.

4. It is agreed that during such proceedings there shall be no lockouts, strikes, or stoppage of work. Furthermore, the costs of arbitration shall be shared equally by the Union and the Employer.

5. The procedure set forth in this Article shall be the exclusive method of redressing grievance between the parties, and decision of arbitrators and settlements reached by the Employer and the Union in any step of the grievance procedure shall be final and binding on the Union, the Employer, and the employee(s). It is clearly understood that at any stage in this grievance procedure, the Executive Board of the Union has the final authority, in its representative capacity for the aggrieved employee(s), to decline to process a grievance further, if, after a reasonable and fair exercise of the Board's judgment, it is concluded that a grievance (1) lacks merit or justification under the terms of this Agreement, or (2) has been settled or adjusted in a fair and equitable manner.

6. Any grievance, dispute, controversy or the like, not filed by a

stoppage of work which is unauthorized and not subsequently ratified by the governing body of the Union, it will, within twenty-four (24) hours after written request of the Employer, cause to be posted on the bulletin board of the Employer's shop, a notice declaring that the strike, slowdown or stoppage or other interruption of work is not an authorized act of the Union and shall call upon those of its members participating therein to resume work as usual.

3. It shall not be a violation of this Contract if any employee or employees refuse to go through a picket line authorized by a Teamsters Joint Council.

ARTICLE XVI - HEALTH AND WELFARE FUND

Effective January 1, 2019, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred thirty-three dollars and forty-five cents (\$233.45) per employee per week for any week or part thereof for which said employee receives pay effective from the first (1st) day of employment. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the tenth (10th) of the following month.

Effective January 1, 2020, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred thirty-three dollars and forty-five cents (\$233.45) per employee per week for any week or part thereof for which said employee receives pay effective from the first (1st) day of employment. However, the contribution rate may be increased to more than two hundred thirty-three dollars and forty-five cents (\$233.45) per week to provide for a maintenance of benefits ("MOB"), which shall be determined by the Fund actuary based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income with the resulting difference being not less than two hundred thirty-three dollars and forty-five cents (\$233.45) nor more than two hundred fifty-two dollars (\$252.00) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the tenth (10th) of the following month.

Effective January 1, 2021, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred thirty-three dollars and forty-five cents (\$233.45) per employee per week for any week or part thereof for which said employee receives pay effective from the first (1st) day of employment. However, the contribution rate may be increased to more than two hundred thirty-three dollars and forty-five cents (\$233.45) per week to provide for a maintenance of benefits ("MOB"), which shall be determined by the Fund actuary based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income with the resulting difference being not less than two hundred thirty-three dollars and forty-five cents (\$233.45) nor more than two hundred sixty-six dollars and eighty cents (\$266.80) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the tenth (10th) of the following month.

Effective January 1, 2022, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred thirty-three dollars and forty-five cents (\$233.45) per employee per week for any week or part thereof for which said employee receives pay effective from the first (1st) day of employment. However, the contribution rate may be increased to more than two hundred thirty-three dollars and forty-five cents (\$233.45) per week to provide for a maintenance of benefits ("MOB"), which shall be determined by the Fund actuary based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income with the resulting difference being not less than two hundred thirty-three dollars and forty-five cents (\$233.45) nor more than three hundred dollars and ninety cents (\$300.90) per employee per week. Contributions to

deduction for the contributions paid hereunder.

The Employer must promptly notify the Health and Welfare Fund of any change in an employee's employment status due to discharge, lay-off, personal leave of absence, absence due to accident or illness, or reduction from full-time (scheduled to work at least five 8-hour days per week with a minimum of 40 hours per week) to part-time status. If the Employer fails to comply with this notice requirement, the Employer shall be responsible for the greater of the following amounts: the cost of unpaid weekly contributions or the cost of any or all medical and surgical benefits paid out by the Fund on behalf of non-eligible employees when such payments are made due to the Employer's failure to comply with this notice requirement.

The amount of employer contributions set forth in this Article, and in any other Article of this Agreement providing for health and welfare and pension benefits, in any contract year, may be increased or decreased to those rates authorized by the Trustees of the respective Funds, provided that the employer contributions to all such benefit Funds, in the aggregate, do not exceed those amounts set forth in each such Article of this Agreement. The respective Funds shall notify the Employer and Union in writing at least sixty (60) days prior to each contract year effective date, or such other date designated in this Article, of the adjustment to any contribution amounts to any, or all, of the employee benefit Funds under this Agreement. The parties then will execute a memorandum of agreement which set forth the employer contribution amounts, and effective dates, of all such adjustments.

ARTICLE XVII - PENSION FUND

Effective January 1, 2019, the Employer shall contribute to the Cleveland Bakers and Teamsters Pension Fund the sum of **two hundred seventy-one dollars and eighteen cents (\$271.18)** per employee per week for any week or part thereof for which said employee receives pay effective from the first (1st) day of employment. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the tenth (10th) of the following month.

Effective January 1, 2020, the Employer shall contribute to the Cleveland Bakers and Teamsters Pension Fund the sum of **three hundred one dollars and fifty-three cents (\$301.53)** per employee per week for any week or part thereof for which said employee receives pay effective from the first (1st) day of employment. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the tenth (10th) of the following month.

Effective January 1, 2021, the Employer shall contribute to the Cleveland Bakers and Teamsters Pension Fund the sum of **three hundred thirty-one dollars and eighty-eight cents (\$331.88)** per employee per week for any week or part thereof for which said employee receives pay effective from the first (1st) day of employment. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the tenth (10th) of the following month.

Effective January 1, 2022, the Employer shall contribute to the Cleveland Bakers and Teamsters Pension Fund the sum of **three hundred sixty-two dollars and twenty-three cents (\$362.23)** per employee per week for any week or part thereof for which said employee receives pay effective from the first (1st) day of employment. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments are to be made on or before the tenth (10th) of the following month.

Not in limitation of any other remedy by the Union or the Trustees of the Fund, the Union shall be free to strike if the Employer fails to make the required contributions to the Fund within thirty (30) days after the date required by the Trustees. THE EMPLOYER hereby agrees to become a party to the Agreement and Declaration of Trust establishing the Cleveland Bakers and Teamsters Pension Fund and agrees to be bound by all the terms and provisions of said

The amount of employer contributions set forth in this Article, and in any other Article of this Agreement providing for health and welfare and pension benefits, in any contract year, may be increased or decreased to those rates authorized by the Trustees of the respective Funds, provided that the employer contributions to all such benefit Funds, in the aggregate, do not exceed those amounts set forth in each such Article of this Agreement. The respective Funds shall notify the Employer and Union in writing at least sixty (60) days prior to each contract year effective date, or such other date designated in this Article, of the adjustment to any contribution amounts to any, or all, of the employee benefit Funds under this Agreement. The parties then will execute a memorandum of agreement which set forth the employer contribution amounts, and effective dates, of all such adjustments.

ARTICLE XVIII - 401(k) PROGRAM

The Employer agrees to include the employees covered by this agreement in the Standard Corporate 401(k) Plan according to all of its provisions and changes. All employees covered by the Cleveland Bakers and Teamsters Pension Plan would not be eligible.

ARTICLE XIX - CER FUND

Effective January 1, 2019, the Employer shall pay to the Teamsters Local Union No. 507 Charitable, Educational and Recreational Fund (referred to herein as the "CER Fund") for each employee covered under the applicable Collective Bargaining Agreement the sum of seven dollars (\$7.00) per employee per week for any week or part thereof for which said employee receives pay effective the first (1st) day of employment. Contributions shall continue for six (6) months in the case of illness and six (6) months in the case of accidents, including industrial accidents, and during any leave taken by the employee under the provisions of The Family and Medical Leave Act. Payments to the Local 507 CER Fund shall be made on or before the tenth (10th) of the following month.

Said payments to the CER Fund shall be used for charitable contributions on behalf of the industry, educational benefits to union members including training and apprenticeship programs to promote experienced employees for the industry in the job classifications covered in this Agreement and all other Collective Bargaining Agreements of Local 507, and for recreational purposes for union members and their families and retirees and their families.

The expenditures of the CER Fund shall be managed by the Trustees of the CER Fund. The Employers will be represented by no less than three (3) Trustees and the Union will be represented by no less than three (3) Trustees. The undersigned Employer agrees to become a party to the Agreement and Declaration of Trust of the CER Fund and further agrees to be bound by all of the terms and provisions of the Agreement and Declaration of Trust and the Rules and Regulations established by the Trustees of the CER Fund.

It is understood and agreed that the CER Fund Agreement and Declaration of Trust and the CER Fund Rules and Regulations will comply with all applicable laws and that the CER Fund has qualified for approval by the Internal Revenue Service so as to permit the undersigned Employer an income tax deduction for the contributions paid hereunder.

ARTICLE XX - CONSTITUTIONALITY OF AGREEMENT

If any clause, sentence, paragraph or part of this Agreement shall for any reason be determined by a proper judicial authority to be invalid, such determination shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph or parts thereof directly involved in the controversy in which such determination shall have been made.

ARTICLE XXI - PARTIES

This Agreement shall be binding upon the Employer, its successors and assigns, upon his heirs, executors, administrators, personal representatives and assigns. In the event the Employer sells, assigns or otherwise transfers the business of the company, whether by sale of stock or assets or otherwise, during the term of this Agreement, the prospective purchaser shall be bound by all the terms and provisions of said

ARTICLE XXII - DURATION, MODIFICATION, AND TERMINATION

This Agreement shall be and remain in full force and effect from January 1, 2019, until January 1, 2023, inclusive and thereafter from year to year, provided that this Agreement will terminate at the expiration of the initial term or any renewal term if either party gives written notice to the other of its desire for termination at least sixty (60) days before such expiration date and provided that if this Agreement is not so terminated and neither party gives written notice to the other of its desire to change or modify this Agreement at least sixty (60) days before any such expiration date, then this Agreement shall remain in full force and effect after such expiration date until a new Agreement (the terms of which shall be retroactive to such expiration date) has been negotiated and signed or until either party gives the other seven (7) days' written notice of termination.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Cleveland, Ohio, the _____ day of _____, _____.

TEAMSTERS LOCAL UNION NO. 507

BY: _____

BY: _____

STANDARD PARKING - HOPKINS AIRPORT

BY: _____

BY: _____