

Collective Bargaining Agreement

Between

Denison Parking Inc.

And

UNITEHERE Local 23, AFL-CIO

Effective

October 1, 2012 through

December 31, 2016

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AGREEMENT

This Agreement is made and entered into as of, November 14, 2012 by and between Denison Parking Inc., hereinafter referred to as the "Company," and UNITE HERE, Local 23, AFL-CIO, hereinafter called the "Union."

I. UNION RECOGNITION:

The Company recognizes the Union as the exclusive bargaining representative for all full-time and part-time employees employed by Denison Parking, Inc. in the Metropolitan DC area, including Parking Attendants, Cashiers, Maintenance employees and Auditors and excluding all guards, office clericals, account administrators, weekend managers, and supervisors as defined by the National Labor Relations Act.

The Metropolitan Washington, DC area is defined as Washington, D.C., Arlington, Va., Fairfax County, VA., Loudon County, VA., and the city of Alexandria, VA., Montgomery County, MD., and Prince George County, MD.

Should the Company acquire or obtain control over any additional location(s) in the metropolitan D.C. area, such location(s) shall be covered by this Agreement. Provided, however, that if the Company acquires the locations as a result of purchasing or otherwise acquiring another company, then the locations shall be covered by this Agreement when the Union demonstrates, in the manner set forth in Exhibit A, that it has majority support from the employees working in the locations of the purchased or otherwise acquired company.

II. DURATION:

This Agreement shall be effective as of October 1, 2012 and shall be in full force and effect until midnight December 31, 2016, and thereafter shall continue from year to year unless either party gives notice in writing of its desire to negotiate a new Agreement at least sixty (60) days prior to the date of the expiration of this Agreement or any renewal thereof.

III. CLASSIFICATIONS AND RATES OF PAY:

A. Employees shall, as of the effective dates indicated below, receive the following increases in their hourly rates of pay:

January 1, 2013	\$.45
January 1, 2014	\$.45
January 1, 2015	\$.45
January 1, 2016	\$.45

The following minimum rates of pay at the time of hire shall apply during the term of this Agreement:

Classification	01-01-13	01-01-14	01-01-15	01-01-16
Lead Attendant	8.75	9.00	9.25	9.50
Attendant	8.5000000	8.75	9.00	9.25
Cashier/Customer Service Rep.	8.50	8.75	9.00	9.25
Ticket Auditor/Money Counter	9.25	9.50	9.75	10.00
Custodial Maintenance	8.75	9.00	9.25	9.50
Skilled Maintenance	11.25	11.50	11.75	12.00
Courier	10.75	11.00	11.25	11.50
Valet	8.50	8.75	9.00	9.25

If an employee is promoted to Lead Attendant, the employee shall receive the minimum post-probationary contractual hourly rate or an increase of no less than seventy cents (\$0.70) an hour, whichever results in the higher rate of pay.

Should the DC minimum wage increase during the life of this agreement, all minimum classification rates that are below the DC minimum wage shall be increased to match said minimum wage.

In the case of salaried employees, a salaried employee's wages shall be no less than if he were an hourly employee.

B. Should the need for additional non-supervisory classification(s) arise, the Company shall notify the Union; and the parties shall negotiate rates of pay for the additional classification(s).

C. The minimum rate of pay at the time of hire for an employee working an over night shift (more than half of the employee's shift takes place between 11:00 p.m. and 7:00 a.m.) shall be seventy cents (\$.70) more per hour than the minimum rate of pay at the time of hire for the same classification that is set forth in paragraph A of this Article. The minimum rate of pay for a Valet employee working the day shift (more than half of the Valet's shift takes place between 7 a.m. and 3 p.m.) shall be \$0.50 more per hour than the minimum rate of pay at the time of hire for the same classification that is set forth in Paragraph A of this Article. Anon-Valet employee who transfers from a daytime or evening shift into a position on the over-night shift or a day time Valet position will receive a fifty cents (\$.50) increase in pay per hour; a Valet employee who transfers from an evening shift into a position on either the daytime or over-night shift will receive a fifty cents (\$0.50) increase in pay per hour.

D. An employee who substitutes in another classification for one work shift or more shall be paid the hourly rate of pay for the other classification or his regular rate of pay, whichever is higher. An employee who substitutes in another classification at the request of the Company shall be scheduled for no less than his normally scheduled hours of work.

E. Nothing in this Agreement shall prevent the Company from paying employees at rates above the foregoing minimums or from granting increases to employees not required by this Agreement. Employees who are paid above the minimum contract rates shall continue to receive such higher pay.

F. Non-bargaining unit employee(s) shall not perform the work of bargaining unit employees, except in cases of emergency, orientation or operational needs that include but are not limited to when a bargaining unit member

does not report for his scheduled shift or leaves his work area. However, the use of such non-bargaining unit employees in the above-stated capacities shall not erode the bargaining unit or deny bargaining unit employees the opportunity to work.

G. The Company agrees that the workweek of a regular full-time employee shall consist of either five (5) consecutive days of work with two (2) consecutive days off, or four (4) consecutive days of work with three (3) consecutive days off.

H. Should a newly hired employee at a particular location have a higher hourly rate of pay than the more senior employee(s) at the location, then the parties shall meet and negotiate a mutually agreeable solution.

I. If Floor Attendants are employed, a differential of no less than Fifteen Cents (\$0.15) will be added to his regular rate of pay.

IV. HOURS OF WORK AND OVERTIME

A. For purposes of this Agreement, employees that work thirty (30) or more hours per week shall be considered full-time employees, and employees that work twenty-four (24) hours per week or more shall be considered regular part-time employees. Employees that work less than twenty-four (24) hours per week shall be considered part-time employees.

B. All time worked in excess of forty (40) hours per week shall be considered overtime and compensated at the rate of time and one half.

C. An employee currently working a full-time shift shall not have his shift divided into two or more work shifts, unless business needs require division of the full-time shift for the operation of the location. Should this occur, the Company and the Union agree to meet and bargain over the effects.

D. When the Company needs one or more employees to work overtime, the overtime shall be offered to employees at the location where the overtime is to be worked and within the classification in which the overtime is needed in order of Company seniority. If no employee(s) elects to work the overtime, the Company may require the employee(s) at the location with the least Company seniority within classification to work the overtime.

E. When the Company needs to send one or more employees home early due to lack of business, the ability to leave early shall be offered to employees at the location where the lack of business has occurred and within the classification the Company in its discretion chooses to release in order of Company seniority. If no employee(s) elects to leave early, the Company may require the employee(s) at the location with the least Company seniority to leave early.

F. Notwithstanding the foregoing, the Company's failure to follow the correct seniority order shall not violate this Article if it is due to misinformation supplied by a Union Leadership Committee Member (or by a bargaining unit member if a Leadership Committee Member is not at work at the location) or due to a bona fide error in a Company-generated list that shows seniority dates.

G. An employee who reports to work at the request of the Company fit, willing and able to work shall work for a minimum of four hours or be paid four hours.

H. The Company will create as many full time schedules as possible, without creating overtime. The Company will make every effort to maximize the hours any one schedule has. To achieve this goal the Company will sit down with the Union, upon request, to review the schedules and to make the necessary changes that achieve the above stated goals, balancing the goals with management discretion.

V. BREAKS AND WORKING CONDITIONS:

A. The Company shall arrange breaks for bargaining unit employees. All employees shall be allowed one paid fifteen-minute break during a shift of four (4) hours or more. Employees with shifts of six (6) hours or more shall also have the option of taking an unpaid half hour break during their shift. No time shall be deducted from employees' pay for restroom breaks, hi cases where there is a past practice of employees receiving more paid break time than described in this Article, there shall be no reduction of such. The timing of breaks will be determined by the Company so as to avoid adversely affecting traffic flow, as long as the employee does not work more than five (5) consecutive hours without a break.

B. The Company and the Union agree that employees should have a safe and healthful work environment. The Company shall provide cashiers and attendants with water proof booths that have heating and cooling, chairs and windows, except where having the foregoing would not be practicable. The Company shall provide maintenance employees with weather appropriate coveralls, masks and gloves.

The Union shall report unsafe and unhealthful working conditions of which it has knowledge to the Company. The Company agrees to meet with the Union to discuss and arrive at solutions to such problems.

C. The Company shall supply employees with an adequate amount and complement of cash to make change for customer transactions at the location.

D. For the first 300 miles per month driven by an employee in his own car on Company business, the Company shall reimburse that employee for mileage at the applicable IRS rate, provided that the employee completes the requisite Company forms. All miles driven in excess of 300 per month will be reimbursed at the applicable IRS rate per mile. No employee shall be reimbursed for mileage for driving between work and home.

E. The Company shall ensure that drinking water at no cost to the employees is easily accessible from the employee's location. If such facilities do not exist, then the Company shall provide and maintain a water cooler or other source of drinking water which is easily accessible from the employee's location.

VI. PAY CHECKS AND PAYDAY PROCEDURES:

A. Employees shall be paid every other Friday. Checks shall be presented to employees at their work location in sealed envelopes to insure privacy. If an employee is not at his work station on pay day or if he does not work on pay day, the employee's check will be kept in the custody or control of the location manager consistent with current practice for the employee to pickup.

B. In the event that pay discrepancies in an employee's paycheck result in a shortage of more than ten dollars (\$10.00) in gross wages, the missing amount shall be paid by the company within four (4) business days after the Company is informed in writing of the discrepancy. Where the shortage is less than ten dollars (\$10.00) of the gross wages in his paycheck, the employee shall receive those wages in the next regular paycheck.

C. The Company shall offer employees the option of (1) direct deposit with stub available at the garage or (2) live check mailed to the employee's garage location. Employees may change options no more than once every six (6) months.

VII. PROBATIONARY PERIOD:

All newly hired employees shall serve a training and probationary period during the first ninety (90) calendar days of their employment. During such period, the Company shall have the right to evaluate the employee's performance and may discipline or discharge a probationary employee at its sole discretion. Discharge and disciplinary action of a probationary employee may not be challenged by the employee or the Union through the grievance and arbitration procedure established in this Agreement. When the probationary period has been completed, the employee will be placed on the seniority list retroactive to his date of hire.

VIII. UNIFORMS:

A. In order to insure a neat and clean appearance consistent with the Company's policy, the Company shall provide employees with weather appropriate, comfortable uniforms that are in good condition at no cost to the employee. The Company shall provide each employee with no less than three shirts, three pairs of pants, and a jacket.

B. The Company shall maintain and launder any uniform articles which the Company requires employees to wear. If the Company requires employees to launder said uniforms, employees shall receive an additional fifteen (\$0.15) cents per hour but in no case more than six dollars (\$6.00) per week to defray the cost of maintaining uniforms. Uniforms that are worn or in disrepair shall be promptly replaced by the Company.

C. Employees shall not be required by the Company to purchase special shoes, hats, ties or other items. The Company may, however, require that a certain color of shoe be worn with the uniform.

D. Should an employee fail to return any uniform(s) which have been provided to the employee, the Company shall be permitted to deduct from the employee's last paycheck and/or accrued vacation pay the replacement cost to the Company for the uniform(s) at the employee's location. Documentation of cost to the Company shall be provided to the union upon request.

IX. HOLIDAYS:

A. The Company shall grant to all full-time and regular part-time employees who have completed the probationary period with the Company the following holidays with pay, provided the conditions set forth in paragraph B are met:

New Year's Day
Dr. Martin Luther King, Jr.'s Birthday
Memorial Day
Independence Day
President's Day (for employees working at the Kaiser location only)

Labor Day
Thanksgiving Day
Christmas Day

B. An employee who has completed the probationary period with the Company and who would normally be scheduled to work on any one of the holidays set forth in paragraph A shall receive holiday pay in an amount equal to the amount of pay that he would have normally received for the day on which the holiday falls had it not been a contractual holiday, provided that he has worked on his scheduled working day prior to the holiday and the scheduled working day following the holiday, unless the employee is on excused paid leave pursuant to this Agreement, hi the case of an absence from work due to illness of a regular part-time employee on the scheduled working day prior to or following a holiday, the regular part-time employee will receive holiday pay for that holiday, if he presents certification of illness from a physician. If an employee works on any one of the holidays to which he is entitled, the employee shall receive holiday pay in addition to his regular earnings for hours worked on the holiday.

C. The actual day that a holiday is observed shall be the same day that is observed by the federal government.

D. In addition to the above, the Company will permit employees to take bona fide religious holidays upon written request to the employee's supervisor at least fourteen (14) days prior to the holiday for which leave is requested. An employee who takes a religious holiday may charge that leave to earned vacation leave or may take unpaid leave.

X. VACATION LEAVE:

A. All full time employees shall accrue paid vacation leave in accordance with the following schedule:

Completed Years of Service	Bi-weekly Accrual Hours	Annual Vacation Hrs. Earned
Zero (0) through Two (2)	1.54	40 hours (to be taken after 6 months of continuous employment)
Three (3) through Seven (7)	3.077	80 hours
Eight (8) or more years	4.615	120 hours
Fourteen (14) or more years	6.154	160 hours

B. Employees who work 35 hours or more per week shall be paid 40 hours of vacation pay per week. Employees who work 34 hours or less shall be paid their regular weekly hours for vacation pay.

C. Vacation leave shall be paid leave that an employee may use for whatever purpose he chooses, including illness, vacation, personal business, and medical appointments or to care for a sick family member.

D. An employee may schedule vacation leave anytime during the year by requesting Leave at least three (3) weeks in advance, unless such advance notice is not possible, hi cases where such advance notice is not possible, the Company may deny such leave for legitimate reasons relating to the operation of the employee's location.

If more than one employee requests vacation leave for the same period at a location and the Company is not able to let all the employees off due to business reasons, then the most senior employee(s) will be granted the vacation leave. Vacation leave requested by an employee shall not be unreasonably denied.

E. The amount of vacation leave that an employee has accrued and used shall appear in his pay envelope quarterly.

F. If a contractual paid holiday falls during an employee's vacation leave, the employee shall receive holiday pay for that day and not be charged a vacation day.

G. Employees may carry over up to one week of unused accrued vacation from one vacation year to the next. An employee may not normally receive pay in lieu of vacation time not taken except as follows:

1. If an employee who has requested vacation leave was not able to use his vacation leave because the Company would not grant the vacation leave requested by the employee, his unused accrued vacation shall be paid to him, provided that the employee made a good faith effort throughout the year to schedule vacation leave with his supervisor pursuant to this Article. Each case shall be considered on an individual basis;
2. Unused accrued vacation shall be paid out to an employee when he separates from the Company, provided that he is not discharged for just cause; and
3. An employee who is separated for a reason constituting just cause under this Agreement may receive payment for unused accrued vacation, if and only if, the Company and the Union mutually agree in writing that such payment shall occur for the purpose of settling a grievance filed pursuant to the Grievance and Arbitration Article of this Agreement.

H. Vacation pay will be paid to an employee on the paycheck for the pay period in which the vacation days are taken.

XI. SICK LEAVE:

A. All employees who have regularly worked thirty (30) or more hours per week with the Company for ninety (90) days or more shall accrue paid sick leave at the rate of one-half (1/2) day per month.

B. Sick leave may not be used unless the employee has properly advised his supervisor of the necessity of his absence. Employees may not be required to bring a doctor's note or certificate to use their sick leave unless the leave is for more than two (2) consecutive days, is the day before or after a contractual holiday, or the employee has a bona fide history of questionable absences.

C. Employees may carry over accrued paid sick leave from year to year to a maximum of thirty (30) days. The amount of sick leave that an employee has accrued and used shall appear in his pay envelope quarterly.

D. Sick leave shall be paid in an amount equal to the pay that an employee would have normally received for the day on which the sick leave was taken. Sick leave shall be paid in the check for the pay period in which the leave was taken.

XII. HEALTH AND WELFARE:

A. Trust Language:

Effective March 1, 2013, the Employer agrees to contribute for each employee covered by this agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under UNITE HERE HEALTH Food Service Plan ("Plan"), or such new, merged or consolidated plans as may be adopted by the Trustees. Said contributions shall be submitted monthly, together with a report of the employee data required by the Fund, on the format prescribed by the Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust ("Trust Agreement") of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

B. General Provisions:

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as an employee who works a minimum of 30 hours per week.

The Employer will begin making contributions to the Fund for eligible employees on the first of the month following the completion of ninety (90) days of employment.

Employer Contributions:

The Employer shall contribute the sums stated below for all eligible employees for the following coverage: Medical, Dental, Vision, Life and ADD, and Short-term Disability.

Effective Date	Single	Single Plus One	Family
3/1/13	\$576.78	\$1,101.37	\$1,638.51
12/1/13	\$680.58	\$1,302.15	\$1,936.75

The contribution rates effective 12/1/13 set forth above are maximum contribution rates. In the event the Fund determines that the maximum contribution rates are not needed to maintain the current Plan of benefits, or any benefit improvements approved by the Trustees, the contribution rate will be lowered to the amount the Fund deems necessary.

Effective 12/1/14 through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the Employer's participation pursuant to the Fund's Minimum Standards.

C. Employee Co-premium:

The Employer will deduct following amounts from employees' paychecks on a bi-weekly basis.

Single Coverage – \$23.08

Plus One Coverage – \$69.23

Family Coverage – \$92.31

The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees who have paid their portion of the contribution.

D. Election, Enrollment and Waiver:

The parties agree that employees cannot waive coverage in exchange for wages or some other type of benefit.

The parties agree that an employee may only change his or her enrollment election during the Open Enrollment period of each year of the Agreement or such other times as allowed by applicable federal law. An employee who enrolls in coverage will automatically be enrolled in the same level of coverage each subsequent enrollment period, unless he or she elects to change their level of coverage during Open Enrollment.

For any coverage level for which there is an employee co-premium, the Employer is required to remit contributions to the Fund for those employees who enroll in the Fund and agree to remit the required co-premium via payroll deduction. Eligible employees who wish to enroll in the Plan shall do so in accordance with the Fund's policies, including but not limited to, signing an Election Form or enrolling telephonically. The Employer is required to keep a copy of either the telephonic confirmation letter or signed election form, as applicable. Such form shall be retained with the employee's file and made available to the Fund upon request.

XIII. FAMILY AND MEDICAL LEAVE:

The Company agrees to comply with the provisions of the D.C. Family and Medical Leave Act and the federal Family and Medical Leave Act.


XIV. BEREAVEMENT LEAVE:

In the event of a death in an employee's immediate family, an employee may take the necessary time off, of which no more than three days shall be with funeral pay. For the purposes of this Article, the immediate family shall be limited to spouse, mother, father, children, brother, sister, grandparents, mother-in-law and father-in-law. Funeral pay shall be equal to the pay that he would have earned had he not taken the funeral leave, up to three days' pay.

XV. MILITARY LEAVE:

All employees who are called for active duty with a Reserve or National Guard unit may take unpaid military leave to fulfill that duty.

An employee on military leave shall continue to accrue seniority during such leave. He shall be reinstated to his former or equivalent job after his military leave, provided that such right has not been eliminated through the layoff procedure in this Agreement. An employee who takes military leave must notify his supervisor in accordance with requirements of applicable laws.

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The Company will comply with applicable law pertaining to military leave.

XVI. NON-BARGAINING UNIT POSITIONS:

An employee who is transferred or promoted within the Company to a non-bargaining unit position shall have the right to return to his bargaining unit position with no loss of seniority during the thirty (30) days following the date of such transfer or promotion

XVII. JURYDUTY:

Employees who have completed the probationary period with the Company and are called for jury duty will be granted paid jury leave. In order to obtain jury leave, an employee called for jury duty must provide the Company with a copy of the summons to jury duty. An employee's seniority, rate of pay, job assignment and other conditions of employment shall not be adversely affected as a result of a leave for jury duty. The Company shall pay an employee on jury leave the difference between their regular pay from the Company and any jury pay they receive.

XVIII. LEAVE OF ABSENCE WITHOUT PAY:

A. Employees who have at least one year of service with the Company shall be granted upon request (except in circumstances described below) one leave of absence for up to sixty (60) calendar days without pay in a 24 month period, for compelling personal reasons. Requests for such leave must be made in writing to the employee's supervisor at least four (4) weeks prior to the date the leave is to begin unless it is an emergency situation and such advance notice is not possible. At the time of requesting the leave, the employee shall specify the date on which he shall return to work and reason for the leave. The Company shall respond in writing within one week of the request, except if granted immediately in an emergency situation. For leaves of absence granted for an emergency situation the Company shall have the right to require documentation of the emergency upon the employee's return. An employee shall continue to accrue seniority during a leave of absence and be entitled to reinstatement to his former job, hours and work site upon his return unless such right has been eliminated by the layoff procedure in this Agreement. Reinstatement to the same work site may be denied if the Company meets the burden of just cause for discipline in accordance with Article 21 of this Agreement.

B. If for legitimate business reasons the Company is not able to grant leaves of absence to any or all of the employees that request such leave in a given year then seniority preference shall be observed in granting the leave of absence. Leave of absence shall not be unreasonably denied.

The Company may deny reinstatement to an employee granted leave under this Article under the following circumstances:

1. He accepts employment with any other company during his leave.
2. He does not return to work on his scheduled return date, unless such timely return is not possible due to circumstances beyond his control. The Company has the right to require documentation of such circumstances upon the employee's return. An employee must notify the Company that his timely return is prevented due to circumstance beyond his control. Such notification shall be no later than

twenty-four (24) hours from the scheduled return date and time. Notification may be made via the union office or directly to the Company. Extreme circumstances shall be considered on a case-by-case basis

XIX. SENIORITY:

- A Company seniority shall be defined as the length of time from an employee's date of hire that the Company has employed him. Classification seniority shall be defined as the length of time that an employee has been employed in a particular job classification.
- B. Seniority shall be observed in cases of layoff and recall at a particular location in the following manner. In case of a layoff at a location, the employee with the least Company seniority within classification at the location shall be laid off before any other employee at that location. An employee whose position has been eliminated due to layoff shall be eligible to transfer into any vacant position within any classification for which the employee is qualified or, if no such position is available at the time of the layoff, the employee will be recalled in order of seniority within the Company for a vacant position within any classification for which he is qualified. The Company shall give effected employees at least two (2) weeks' notice prior to any layoff unless such notice is not possible.
- C. Seniority preference shall be observed in the scheduling of hours and days off at each location and as provided elsewhere in this Agreement.
- D. The Company shall provide the Union with an up-to-date seniority list upon request of the Union.
- E. An employee shall lose his seniority if he voluntarily quits, resigns, is terminated for just cause, or is on layoff for more than eight (8) months.

XX. DISCHARGE AND DISCIPLINE:

- A. No employee shall be discharged, suspended, or otherwise disciplined for Union activities. No employee shall be discharged, suspended, or otherwise disciplined without just cause.
- B. All disciplinary notices issued to an employee shall be removed from the employee's file twelve (12) months after the date of their issuance to the employee.
- C. In cases where a shopper's report leads to discipline or discharge and such discipline or discharge is challenged as per the grievance procedure, the Company shall give copies of the shopper's report to the Union.
- D. All disciplinary notices shall be issued to employees in writing on the standard company form. Such written notification shall be clear and legible. In cases where the Company has engaged in hidden video surveillance and the employee is disciplined or discharged based on that hidden video surveillance, the Company shall permit the Union, upon request, to review the film or other physical product of the video surveillance. The Company will inform all employees when they are hired that they may be subject to video surveillance in various forms during the course of their employment. The Company may conduct such hidden video surveillance of its employees in the work place provided the Company has prior evidence of an employee(s) violation of company policy or work rules; provided, however, that this requirement has no application to the Company's use of secret shoppers pursuant to subsection (c), and observable security surveillance cameras.

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XXI. PROMOTIONS AND TRANSFERS:

It is understood and agreed that in cases of promotion and transfer to openings for which the Company is required to post notices pursuant to the job Openings Article of this Agreement, the Company shall offer the position to the most senior employee who applies for the position and is qualified. The parties further agree that the relevant contents of an employee's personnel file is a factor in determining whether an employee should be awarded a position. This Article does not apply to applications for non-bargaining unit positions.

XXII. JOB OPENINGS:

A. The Company agrees to post notices for job openings throughout the term of this Agreement at all locations. The Company also agrees to provide a copy to a member of the Leadership Committee, although the 5 day consideration period mentioned in paragraph B shall be effective from the date of posting.

Notwithstanding the foregoing, the Company shall not be required to post notices for job openings when there are employees who are eligible for recall due to a layoff and/or have been given notice of layoff pursuant to the Seniority Article of this Agreement. The Company also agrees to send such notices to the Union office. The Company also agrees to send such notices via fax or scan, although the 5 day consideration period mentioned in Paragraph B shall be effective from the date of posting.

B. Employees shall have no less than five (5) working days from the date of the job posting to apply for the transfer or promotion. The Company may temporarily fill a job vacancy with an employee of its choice for up to five (5) working days prior to awarding the job pursuant to this Article.

XXIII. GRIEVANCE AND ARBITRATION:

A. An employee may attempt to settle any complaints or disagreements with his supervisor or the manager before commencing with the grievance procedure contained in this Article.

B. Should a complaint or grievance arise during the course of this Agreement, the following grievance and arbitration procedure shall be used to resolve the issue:

STEP ONE: The grievant or a Leadership Committee Member shall notify the grievant's location manager in writing of the grievance or complaint within ten (10) working days of its occurrence. The location manager shall meet with the grievant and Leadership Committee Member within five (5) working days after such written notification. The Company shall respond to the grievance in writing within five (5) working days of the first step meeting. Discharge grievances, however, shall be immediately referred to step two of this procedure and must be filed within five (5) working days of the discharge.

STEP TWO should the grievance or complaint not be resolved in Step One, the Union shall notify in writing a manager designated by the Company. Such written notice shall be given within ten (10) working days of the Company's response to the Step One meeting. The Company and the Union shall meet within five (5) working days of such notification. The Company shall respond in writing to the grievance within five (5) working days of the Step Two meeting. If the Company representative has his office in Indiana, he may attend the grievance meeting by telephone conference call.

STEP THREE: Should the dispute not be settled at Step Two, it may be submitted to arbitration by either party within thirty (30) calendar days of the Company's response in Step Two, by notifying the other party and

requesting the Federal Mediation and Conciliation Service (FMCS) to provide the parties with a panel of eleven (11) National Academy arbitrators. The Company and the Union shall alternate striking names off the panel in order to select the arbitrator. The arbitration case shall be heard at the parties and the arbitrator's first mutually agreeable available date. The decision of the arbitrator shall be final and binding upon both parties.

For the purpose of arbitration, a grievance is defined as any dispute arising under a provision of this Agreement involving a matter of application, interpretation, or clarification of such.

Failure of the Company to meet the time limits set forth in the grievance procedure shall allow the Union to proceed to the next Step. Failure of the Union to meet the time limits set forth in this grievance procedure shall result in waiver of the grievance. Time limits set forth in the grievance and arbitration procedure may be extended by mutual consent of the parties.

D. The cost of the arbitrator and room for the hearing shall be borne equally by the parties to the arbitration. The cost of preparation for the arbitration will be borne by each party respectively.

E. The cost of cancellation of arbitration shall be borne equally by the parties where the cancellation is due to settlement of the grievance. The cost of cancellation for any other reason shall be borne by the party who seeks the cancellation.

F. The Company shall notify the Union in writing of the name of the designated manager referred to in Step Two and any changes thereafter.

G. A complaint or grievance raised by the Company shall proceed directly to Step Two of the grievance procedure. Such complaint or grievance shall be reduced to writing and directed to the chief officer of the Union. The Union shall inform the Company in writing of the name of the chief officer of the Union.

XXIV. UNION SECURITY:

The Company shall have the right to secure new employees from any source.

It is agreed by the parties that, unless prohibited by Law, it shall be a condition of employment that all employees covered by this Agreement as of its effective date and all such employees subsequently hired must become and/or remain members of the Union in good standing after the completion of the probationary period. Any employee who is expelled or suspended from the Union because of his failure to maintain membership in good standing therein shall be subject to dismissal seven (7) days after notification in writing to the Company by the Union's authorized representative, provided, however, that where such expulsion or suspension is for nonpayment of dues and payment of such arrearage is made within the seven (7) day period, the Company shall not be required to dismiss such employee.

To simplify the Employer's and the Union's administration of this Section, the Employer shall upon the hiring of new employees provide each employee an application for union membership and dues check off authorization form. The Employer shall remit the completed forms to the union monthly. All new employees shall be entitled to receive an unpaid fifteen (15)-minute orientation provided by the Union at the end of each new hire orientation session.

XXV. UNION DUES CHECKOFF:

For any employee who has voluntarily executed or who shall voluntarily execute a written authorization that complies with the requirements of Section 302(4) of the Labor Management Relations Act of 1947, as amended, the Company shall deduct the dues uniformly required as a condition of membership in the Union, beginning with the month following the month in which the Company is both informed that the employee has become a member of the Union and the Company receives an executed copy of the aforementioned written authorization. Upon deducting said dues, the Company shall promptly transmit them to the Union.

The Company shall provide the Union with a current list of actively employed bargaining unit members which include the employee's name, date of hire, social security number, rate of pay and work location no less than every sixty (60) days.

Section 1. The Employer agrees to deduct bi-weekly, if the Employer's payroll system permits, from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and monthly Union dues as certified to the Employer by the Secretary/Treasurer of the Union. Except for the deduction of fees other than dues, the Employer will not deduct more than one month's dues from any single paycheck, or more than two months dues in any single month.

Section 2. The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their social security numbers, hourly rate of pay, and arrearages per week/month, for whom such deductions have been made, and for those employees for whom no deductions were made a reason why. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The remittance shall be forwarded not later than the twenty-fifth (25th) of the month following the month in which deductions are made. The Parties agree that they shall continue to meet and confer regarding the implementation of methods and processes that will improve the efficiency of compiling and transmitting information relevant to such deductions, including doing so electronically if possible.

Section 3. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

Section 4. . Voluntary Political Deduction - The Company shall deduct, if the Employer payroll system permits, and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified, at a flat dollar amount, for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least 7 days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the twenty-fifth day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The company shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

XXVI. SHOP STEWARDS AND UNION LEAVE:

The Company agrees to recognize a reasonable number of bargaining unit members as Shop Stewards designated by the Union. The parties agree that the number shall not exceed a ratio of one Shop Steward for

each 12 members. The Union shall notify the Company in writing of the names of the Shop Stewards and any changes thereafter.

Shop Stewards shall be permitted to take unpaid Union leave up to a maximum of three (3) weeks per calendar year to participate in training, union conferences, meetings or to conduct other Union business, except that the Company may deny such leave when requested for legitimate business reasons. In order to take such leave, the Union must notify the employee's supervisor and the Company's Operations Manager in writing at least two (2) weeks in advance of the date(s) of the leave. Employees shall continue to accrue seniority while on Union leave and be entitled to reinstatement to their former job unless such position has been eliminated or the employee has been laid off in accordance with the layoff procedure in this Agreement.

Notwithstanding the foregoing, under no circumstances will the Company be obligated to release for Union leave (1) more than five percent (5%) of the bargaining unit on any one day; (2) more than three percent (3%) of the bargaining unit for any period of days exceeding one day; and (3) employees from more than five (5) single-employee locations at any one time.

The Company agrees to grant Special Union Leave of up to ninety (90) consecutive days to no more than three (3) bargaining unit employees during a calendar year provided the Company is given at least thirty (30) days notice of same.

XXVII. EQUAL EMPLOYMENT OPPORTUNITY AND IMMIGRATION:

A The Company agrees to provide equal employment opportunities, including promotions to all qualified workers, irrespective of race, color, creed, sex, age, national origin, veteran status, sexual orientation, or disability. The Company shall comply with all of the provisions of the Civil Rights Act of 1964, as it may from time to time be amended.

B. Wherever the masculine gender is used in this Agreement, it shall also include the feminine gender, and vice versa.

C. The Company will not discriminate against any employee based on his/her immigrant status. Upon receipt of a "no match" letter from the Social Security Administration, the Company will provide a copy of the letter to the employee. A "no match" letter from the SSA shall not in and of itself constitute a basis for taking adverse action against an employee or for requiring an employee to re-verify work authorization, and the Company will inform the employee that he/she should contact the SSA. The Company agrees to work with all of its immigrant employees to provide them the opportunity to gain either extensions, continuations, or other status required by the Immigration and Naturalization Service to help them retain the right to work in the United States of America. The Company agrees that an employee will continue to accumulate seniority while on leave for up to a maximum of six (6) months if within that six month period the employee obtains the necessary documents enabling him/her to work. Once the necessary documents are presented to the Company, the employee will be reinstated to active employment with no loss in seniority or rate of pay.

XXVIII. EDUCATION FUND:

Effective January 1, 2006, the Company shall contribute five cents (\$.05) per hour for all hours worked by all bargaining unit employees effective their first day of employment to the UNITEHERE Washington-Baltimore Parking Attendants Trust Fund.

XXIX. 401K PLAN:

Employees with one year of service at 1000 hours or more shall be eligible to participate in the Denison 401(k) Plan under the current rules of the Plan. Company contributions shall be no less than the following:

The Company will match each dollar of employee pre-tax contribution with twenty-five cents (\$0.25) of contribution per each dollar of employee contribution up to a total of four percent (4%) of an employee's gross income.

XXX. PARKING LOT ATTENDANT LICENSE:

It is agreed that the Company shall pay the costs for its employees to obtain a Parking Lot Attendant License, if such license is necessary. Such purchase shall be considered an advance on wages. Should an employee complete one (1) year of service with the Company, the advance toward said License shall be waived. Otherwise, the advance shall be deducted from the employee's last paycheck. For employees with at least one (1) year or more service, the Company shall pay the cost of the license.

XXXI. MANAGEMENT RIGHTS:

The management of the business of the Company and the direction of its personnel, including, but not limited to, the rights, authorities and prerogatives of management such as the right to hire, evaluate, transfer, promote, schedule, layoff, discipline or discharge employees, to make work assignments related to work and overtime, to administer training, to maintain discipline, order and efficiency on the property, to establish, determine, maintain, and enforce reasonable standards of production, to make and enforce reasonable shop rules and to introduce new methods, materials, equipment or facilities, or change or eliminate existing methods, materials, equipment or facilities, are rights vested exclusively in the Company. Furthermore, it is understood that the Company's rights of management are limited only insofar as they are expressly limited by the language of this Agreement and applicable laws. Copies of all written work rules shall be provided to the Union on the same day they are provided to the employees.

XXXII. NO REDUCTION CLAUSE:

No employee shall suffer a reduction in salary or benefits now enjoyed by him as a result of this Agreement.

XXXIII. NO INDIVIDUAL AGREEMENT:

There shall be no individual agreements between the Company and any employee that conflicts with the terms and conditions of this Agreement.

XXXIV. SAVINGS CLAUSE:

If any part or parts of this Agreement are held by a court to conflict with applicable law, then such part(s) of this Agreement shall be voided. This will not affect any other portion of this Agreement.

XXXV. NO STRIKES / NO LOCKOUTS:

A. No Strikes



The Union and/or its staff shall in no way authorize, call, cause, assist, encourage, participate in, ratify, or sanction any strikes, sit down, slow down, picketing, boycott, concerted cessation or stoppage of work, or other interference or interruption of work during the duration of this Agreement. The Company shall have the right to discharge, suspend, or otherwise discipline any or all employees who cause or participate in any of the above- enumerated activities. In addition to any other liability, remedy or right provided by applicable law or statute, should the above- enumerated activities occur, the Union within six (6) hours of a request by the Company, such request being made by the Company during normal business hours, shall:

1. advise the Company in writing that such action has not been called or sanctioned by the Union; and
2. Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

The Company shall have the right to distribute the written statement provided by the Union in any manner it deems fit.

B. No Lockouts

In consideration of this no-strike pledge by the Union, the Company shall not lock out employees during the duration of this Agreement.

XXXVI. UNION VISITATION AND NOTICES:

A Authorized representatives of the Union shall be permitted to visit Company locations for the purpose of ascertaining whether or not this Agreement is being adhered to, to adjust grievances and to inform employees of Union events, provided that such visitation does not adversely affect the operation of Company location(s) and/or the client/contractee at the location does not object to the visitation.

Should the visitation adversely affect the operation of the Company at the location and/or the client/contractee at the location objects to the visitation, the Company and the Union agrees to meet in order to arrange an alternative system to facilitate communications with the employees that is mutually agreeable.

B. The Company will allow the Union to post notices at Company locations in areas designated by the Company for such a purpose. The Company agrees that said designated areas will be easily visible to the employees.

XXXVII. ACQUISITION OF OTHER FACILITIES:

The Company agrees to notify the Union in writing of the addresses of new location(s) acquired through a bid process as soon as possible, but in no event more than ten (10) days after the Company assumes operation of the location(s).

If the Company acquires additional location(s) during the term of this Agreement by purchasing or otherwise acquiring another company, the procedures set forth in Article I of this Agreement shall apply.

In cases where a location is acquired through the bid process, the Company may retain those employees stipulated by the owner/client and who are actively working at that location. The Company shall provide the

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Union with written verification from the owner/client regarding the number of employees by classification. The Company shall retain employees when requested by the Union unless the owner/client raises a specific objection to a particular employee(s). For purposes of this Agreement, the "hire date" for all employees of any company that is purchased or otherwise acquired by the Company shall be their dates of hire with the acquired company.

XXXVIII. COMPLETE AGREEMENT:

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining , and that all the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right , and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to in or covered by this Agreement.

With respect to any subjects or matters not referred to in or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, the Company agrees not to implement any changes in the status quo, such as a point system on attendance, during the life of this Agreement , except insofar as permitted by the Management Rights Article of this Agreement , without first bargaining in good faith with the Union. The Union will not seek to negotiate any changes in the status quo during the life of this Agreement.

IN WITNESS WHEREOF , Denison Parking, Inc. has caused this Agreement to be executed on its behalf by Jeff Line, Chief Operating Officer and Executive Vice-President, and UNITE HERE, Local 23, AFL-CIO, has caused this Agreement to be executed on its behalf by Emilio Abate, President, Washington DC Chapter of UNITEHERE, Local 23.

UNITE HERE, Local 23, AFL-CIO

Emilio Abate 1-3-13

Emilio Abate, UNITEHERE Local 23

Denison Parking Inc.

Jeff Line 1/8/24

Jeff Line COO and Executive Vice-President

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EXHIBIT A

As soon as is practicable (but in no case more than thirty (30) days) after the effective date of the purchase or acquisition of another company that has locations in the metropolitan Washington D.C. area, the Company will provide the Union with a complete list of the employees that are working at the locations that have been purchased or otherwise acquired, which also shows the first and last name and the home lot of each employee, as well as the addresses of the locations operated by such newly purchased or acquired company within the metropolitan Washington, D.C. area.

The Company shall allow the Union access to the locations of the purchased or otherwise acquired company as per the Union Visitation Article of this Agreement for the purpose of giving employees an opportunity to sign union authorization cards.

No later than six (6) months after the effective date of the purchase or other acquisition or five (5) months after the date on which the Company provides the employee list to the Union, whichever is later, the parties shall agree upon a mutually convenient date for a card check (but in no case later than thirty (30) days after the Union's request) to be conducted by a neutral, disinterested party that is mutually satisfactory to the Company and the Union. The card check shall be conducted pursuant to ground rules that will be mutually agreed upon by the parties prior to the card check. If the parties do not mutually agree to ground rules prior to the card check date, then the ground rules previously used by the Company and the Union shall be used.

If a majority of the employees in the locations of the company that has been purchased or otherwise acquired have signed union authorization cards, as verified by the neutral, disinterested third party, that designate the Union as their exclusive collective bargaining representative, the Company shall recognize the Union as such representative. If the Union fails to demonstrate a majority at the card check, the Company will be under no obligation to conduct any further card checks. The Company will not file a petition for election with the National Labor Relations Board simply because the Union makes a request that the Company conduct said card check and in no case prior to the card check.

The Company agrees to remain neutral with respect to the Union's efforts to obtain employees' signatures on union authorization cards. Such position will be stated in writing by the Company in a mutually agreed upon document, which will be distributed to said employees within thirty (30) days of the effective date of the purchase or acquisition. The Company does, however, retain the right to respond to any untrue or misleading statements made by the Union regarding the Company and/or its policies, practices or actions.