



**FOR ABOMA MEMBER
USE ONLY**

Issued January 19, 2022

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

APARTMENT BUILDING OWNERS AND MANAGERS ASSOCIATION OF ILLINOIS

and

TEAMSTERS LOCAL UNION NO. 727

for the period

NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2026

**Covering Garage Employees and Others as defined in Article I,
Section 1.1 who are employed in ABOMA Member High Rise
Residential Buildings who have authorized ABOMA to include them
in this agreement.**

OVERVIEW OF THE ABOMA TEAMSTERS LOCAL 727 CBA

Effective date: November 1, 2021 5 Year Agreement ending October 31, 2026

This agreement only covers ABOMA Member Buildings (Employers) who have authorized ABOMA to include them in the CBA. They are listed in Schedule A on page 26.

The major changes in the agreement are in the areas of wages, Health & Welfare, Pension, Legal Assistance funds and mandating Covid19 Vaccinations.

WAGES Article 8 on pages 7 and 8

Total package compensation Effective November 1, 2021\$1.80 per hour

The allocation of the annual increase effective **March 1, 2022** as determined by the Union is:

Health & Welfare \$.25 per hour

Pension \$.25 per hour

Legal & Educational Assistance fund \$.15 per hour

Hourly Wages increase effective November 1, 2021 is \$ 1.15 per hour

Total package compensation Years 2022-2025

Effective November 1, 2022\$1.75 per hour

Effective November 1, 2023\$1.65 per hour

Effective November 1, 2024\$1.65 per hour

Effective November 1, 2025\$1.60 per hour

The Union shall notify the Employer of its determination of the allocation between Wages (Article 8.1) and additional contributions to the Health & Welfare, Pension and/or Legal & Educational Assistance fund (Article 20) by September 1st of each contract year.

ARTICLE 9 Holidays 9.1 on page 9

Juneteenth added to Holiday list for a total of 9 paid Holidays

EMPLOYER VACCINE MANDATE

Article 4.1 Seniority on page 3 and Article 12.1 Sick and Personal Leave on page 10

Should an Employer mandate employees be vaccinated as a condition of being scheduled to work (subject to medical or good faith religious exemptions), in which case upon proof of vaccination the Employer shall pay the employee four (4) hours of pay per shot including a booster. Employees who refuse to be vaccinated shall be laid off.

In addition, all full -time employees who has received a complete regimen of COVID vaccination shots by October 31, 2021, shall receive a cash stipend of \$150.00 (a part time employee shall receive seventy-five dollars (\$75.00)) upon submitting a copy of the Vaccination certification card issued by the vaccination site. Employees shall have until November 30, 2021, to submit their vaccination card or shall lose the right to receive this stipend.

Please reference Article 4.1 Seniority on page 3 and Article 12.1 Sick and Personal Leave on page 10 for the complete requirements.

An executed copy of the Agreement follows.

**TEAMSTERS LOCAL
UNION NO. 727**



ABOMA

NOVEMBER 1, 2021 – OCTOBER 31, 2026

ARTICLES OF AGREEMENT

AGREEMENT made and entered into by and between Apartment Building Owners and Managers Association (hereinafter referred to as the "Employer" or "ABOMA"), and **AUTO LIVERY CHAUFFEURS, EMBALMERS, FUNERAL DIRECTORS, APPRENTICES, AMBULANCE DRIVERS AND HELPERS, TAXICAB DRIVERS, MISCELLANEOUS GARAGE EMPLOYEES, CAR WASHERS, GREASERS, POLISHERS AND WASH RACK ATTENDANTS UNION, MOTION PICTURE, THEATRICAL, EXPOSITION, CONVENTION AND TRADE SHOW EMPLOYEES, PHARMACISTS, BUS DRIVERS, PARKING LOT ATTENDANTS, AND HIKERS, HOTEL INDUSTRY AND RACETRACK INDUSTRY EMPLOYEES NEWSPAPER MAGAZINE, PERIODICAL SALESMEN, DRIVERS DIVISION MEN DISTRICT MANAGERS CHECKERS VENDORS AND HANDLERS, AND ELECTRONIC MEDIA WORKERS, CHICAGO AND VICINITY, ILLINOIS LOCAL 727**, an affiliate of the I.B. of T. (hereinafter referred to as the "Union"). It is understood that this Agreement also applies to Apartment Building Owners and Managers Association ("ABOMA") and is made and entered into by ABOMA on behalf of such of its member buildings as are listed on Schedule A which ABOMA has presented to the Union and that each of the members of ABOMA as now are or may hereafter become parties hereto is the Employer.

ARTICLE 1 RECOGNITION

- 1.1 It is agreed that the Union shall be the sole and exclusive bargaining agent for all employees of the Employer, including, but not limited to: Cashiers, hikers, attendants, porters, maintenance men/custodians, drive men, washers, collectors, customer service representatives (excluding those who do sales and/or marketing), drivers, dispatchers, bellmen, doormen and supervisors who perform bargaining unit work, but excluding clerical employees, guards, professional employees and supervisors as defined in the National Labor Relations Act, who do not perform bargaining unit work.
- 1.2 The Employer agrees not to discriminate in any way against any members of the Union.
- 1.3 The Employer shall assign the work covered under this Agreement to employees covered by this Agreement as described in Article 1, Section 1.1 of this Agreement. Non-bargaining unit employees, including supervisors, shall not regularly perform bargaining unit work normally assigned to employees in job classifications covered by this Agreement; provided, however, that they may perform such work in emergencies or in the instruction and/or training of employees. Nothing in this Article shall be construed to limit the Employer's ability to subcontract out maintenance and construction projects.
- 1.4 Should a new classification arise, the parties agree to meet and negotiate terms and conditions of employment for such new classification.

ARTICLE 2 UNION SECURITY

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

on the thirty-first day following the beginning of such employment, become and remain members in the Union, or pay fees in lieu thereof.

- 2.2 When specifically authorized in writing by each employee, the Employer will deduct, from the first paycheck of each month, dues and/or fees owing the Union and forward them to the Secretary-Treasurer of the Union, not later than ten (10) days after each monthly deduction. Such authorization, once given, shall be irrevocable for a period of not less than one (1) year or the term of this Agreement whichever occurs sooner. Employers who do not submit company-wide dues pursuant to this paragraph by the end of the month in which deducted, shall receive a written notice (email) of the delinquency. Failure to pay the dues within fourteen (14) calendar days of written notice (email) to an individual designated from time to time by the Company shall result in a penalty of the greater of: (i) 1.75% of the amount of the monthly dues for each month which the dues are not submitted, or (ii) five hundred dollars (\$500.00) per month for each month which the dues are not submitted. Disputes involving the obligation to withhold dues for an individual or a group of individuals shall not be subject to a penalty. If an Employer is six months or more in arrears it shall pay the costs of collection.
- 2.3 Upon hiring an employee or upon the request of the Union, it shall be the responsibility of the Employer to obtain from the employee a completed Application and Authorization form provided by the Union and an Enrollment Card provided by the Teamsters Local Union No. 727 Benefit Funds. The Employer will forward the same to the Union by the employee's thirty first (31) day of employment or within thirty (30) days after a request by the Union is made.
- 2.4 The Union agrees to further the interests of the Employer to the best of its ability.
- 2.5 The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to Teamsters Local 727 Political Action Committee (PAC). The PAC shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from each paycheck of every month. The Employer shall transmit such deductions to the Union on a monthly basis, not later than ten (10) days after the last deduction of the month.

ARTICLE 3 UNIFORMS

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

ARTICLE 4 SENIORITY

- 4.1 Seniority shall mean length of continuous service from an employee's first day of continuous employment in the industry as a member of the Union. Separate seniority lists shall be maintained for full-time and part-time employees by classification as provided below and further separated by residential and commercial locations. Employees (voluntarily) changing from one seniority list to the other shall go to the bottom of that seniority list but retain their original seniority date.

The Employer shall keep and make copies available to a representative of the Union accurate and up-to-date separate seniority lists, showing employees' names and first date of employment. During the first week of September of each calendar year, the Employer will post, or distribute a seniority list to all bargaining unit employees via an electronic system, which shall remain posted

during the month of September (if posted). Employees will have thirty (30) calendar days to grieve an incorrect seniority date measured from the date of distribution or September 30th if posted. The posted seniority list (as revised due to protests) shall be conclusive of an employee's seniority date until reposted.

**Seniority is to prevail at all times, except that seniority shall not apply to bargaining unit supervisors nor to the selection of bargaining unit supervisors. Employees who are promoted to bargaining unit supervisor shall continue to accrue seniority on the seniority list from which promoted. Employees who were previously classified as bargaining unit supervisors shall be grandfathered as bargaining unit supervisors even if not currently serving in that role. The total number of employees who are actively employed as bargaining unit supervisors shall not exceed thirty six percent (36%) of the total employees actively employed by the Employer under this Agreement.

All seniority shall be considered on a classification basis for purposes of layoffs with four classifications: (1) hikers; (2) porters; (3) shuttle drivers, and (4) all other employees. In case of layoffs, the last employee hired in a particular classification is to be the first laid off in respect to the separately maintained seniority lists. An employee laid off from one seniority list shall not use his or her seniority to replace an employee on the other seniority list. Seniority shall also apply to recalls, in that the last employee laid off in a particular classification, shall be the first to be recalled in respect to separately maintained seniority lists. In the event of a lay off or a recall of a bargaining unit supervisor, the bargaining unit supervisor shall be placed on the seniority list from which promoted for purposes of layoff or recall.

In the event of a layoff, a senior employee who does not possess a qualification, certification, or license, required by a client shall not be entitled to bump the junior employee holding that qualification, certification, or license, unless the training is completed or the certification is obtained within thirty days or the next available training session. The Employee shall be placed on layoff until the training is completed or certification obtained. When recalling employees, employees who do not possess a qualification, certification, or license required for a position shall be by-passed, but shall retain their position on the recall list. The Employer shall make its best effort to provide or arrange for the certification or training.

The Employer may mandate employees be vaccinated as a condition of being scheduled to work (subject to medical or good faith religious exemptions), in which case upon proof of vaccination the Employer shall pay the employee four (4) hours of pay per shot including a booster which shall not constitute hours worked. Employees who refuse to be vaccinated shall be laid off. A request for pay must be submitted with fourteen calendar days of vaccination.

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

- (a) Voluntarily quitting.
- (b) Discharge for cause.
- (c) Absence from work for three (3) consecutive working days without notifying the Employer unless prevented from doing so through no fault of the employee.
- (d) Failure to return to work after expiration of leave of absence unless due to circumstances beyond the control of the employee or unless excused by the Employer.

- (e) Failure to return to work within seventy-two (72) hours following recall after layoff, which notice will be made by the Employer by email or text message read receipt (if possible) or both to the employee's last known address according to the records of the Employer. The Employer must also make a telephone call to contact the employee being recalled.
 - (f) Is laid off for a continuous period of more than twelve months (12) months; however if laid off between March 1, 2020 and August 31, 2021 the employee shall have recall rights until April 15, 2022.
 - (g) Engages in other employment while on authorized leave of absence without the consent of the Employer.
- 4.3 The first one hundred twenty (120) days of employment (exclusive of any leave periods) shall constitute a probationary period during which time an employee may be discharged at the sole discretion of the Employer without resort to the grievance procedure. After one hundred twenty (120) days of employment (exclusive of any leave periods), an employee's seniority date shall date from his or her first day of continuous employment in the industry as a member of the Union.

ARTICLE 5 DISCIPLINE AND DISCHARGE

- 5.1 No employee who has completed his or her probationary period will be discharged or disciplined except for just cause, adhering to the principles of progressive discipline as outlined in Article 31, Section 31.3 and 31.4.
- 5.2 The Union shall have the right to investigate the reasons for any discharge or discipline of a non-probationary employee and to protest the same through the grievance and arbitration procedure. The determination of whether an employee has completed his/her probationary period will be subject to the grievance and arbitration procedure.
- 5.3 An employee must be notified as soon as possible of any disciplinary action.
- 5.4 Warning notices (including suspensions) shall not remain in effect, nor be relied upon for the next step of progressive discipline, for more than one (1) year from date of said warning notice.

ARTICLE 6 GRIEVANCE PROCEDURE

- 6.1 Any complaint, grievance, or dispute arising under or concerning the meaning, application, or compliance with the terms of this Agreement shall first be taken up for adjustment by a representative of the Employer and a representative of the Union. The Employer and the Union shall meet at a time and place mutually agreed upon after the request by either party for such a meeting.
- 6.2 The following Grievance Procedure shall be followed in resolving said disputes:
 - STEP ONE: Grievant will meet with Union Representative and Facility Manager as outlined above..
 - STEP TWO: In failing to have the dispute resolved in STEP ONE, grievant will meet with a representative of the Union and a representative of the Employer at a mutually convenient time and place to resolve the grievance.

If the parties cannot agree, the dispute may then be referred by the Union to arbitration as provided for in this Section. Demand for arbitration shall be made within forty-five (45) calendar days from the date of the Step 2 grievance meeting unless the parties mutually agree to extend said timeline.

In cases wherein the Employer is not an ABOMA member, the parties may agree to an expedited Grievance Panel in lieu of FMCS arbitration provided below. Such Grievance Panel shall be selected within ten (10) business days from the receipt of the written statement of grievance, and shall consist of one (1) person selected by the Chicago Parking Association who is not a representative of the Employer against whom the grievance was filed, and one (1) person selected by the Union, and shall endeavor to settle the dispute. The Grievance Panel shall meet within ten (10) business days after being selected and shall render their decision within ten (10) business days after the meeting. Unanimous decisions by the Grievance Panel shall be final and binding on the parties, and there shall be no further recourse to Arbitration procedures or court litigation. If said Grievance Panel fails to resolve the dispute within thirty (30) business days after it is referred to the Grievance Panel, the dispute may be submitted by the Union to arbitration as outlined below in Section 6.3. The fees and expenses of the Grievance Panel shall be divided equally between the Union and the Employer.

In the case of members of ABOMA only, the dispute shall be referred to a "Board of Arbitration". A written statement of the grievance to be arbitrated shall be furnished by the Union to the Employer and ABOMA setting forth in detail the grievance requiring arbitration. The "Board of Arbitration" shall be selected within ten (10) business days from the receipt of the written statement of grievance, and shall consist of one (1) person selected by ABOMA and one (1) person selected by the Union, and shall endeavor to settle the dispute. The "Board of Arbitration" shall meet within ten (10) business days after being selected and shall render their decision within ten (10) business days after the meeting. If said "Board of Arbitration" fails to resolve the dispute within thirty (30) business days after it is referred to said Board, the matter may be submitted by the Union to arbitration as outlined below. The fees and expenses of the "Board of Arbitration" shall be divided equally between the Union and the Employer. Decisions decided under this subparagraph shall have no precedential effect and shall not be cited in arbitrations involving an Employer who is a member of the Chicago Parking Association.

- 6.3 Arbitration shall be by an arbitrator selected from a panel supplied by the Federal Mediation and Conciliation Service (FMCS), and his or her decision shall be final and binding upon both parties. The Union shall request a panel of seven (7) arbitrators who shall be members of the National Academy of Arbitrators ("NAA") located within the Chicagoland geographical region. The Employer shall have the first strike and the parties shall then alternate striking arbitrator names until one is chosen. Notwithstanding any past practices, the Arbitrator shall have no authority to alter, delete, amend, or modify the terms of this Agreement. For Grievances filed after ratification of this Agreement only the arbitration hearing must be scheduled and occur within eighteen months of the Step 1 meeting or the Employer's liability will be tolled until the hearing is conducted. The tolling shall not apply if the employer cancels the hearing or agrees to a postponement of the hearing.

The Union and the Employer will each be responsible for one-half of the cost for such arbitration proceeding. All other expenses of the arbitration shall be assumed by the party incurring them. The arbitration hearing will not be transcribed except when the arbitrator may deem necessary. At the conclusion of the hearing, the arbitrator will issue a decision with any award in writing.

- 6.4 A monetary grievance must be filed in writing within thirty (30) days after knowledge of the alleged violation or it shall be waived.
- 6.5 A non-monetary (policy) grievance must be filed in writing within ten (10) days after knowledge of the alleged violation or it shall be waived.

**ARTICLE 7
STRIKES AND LOCKOUTS**

- 7.1 The Union agrees that there shall be no strike, slow-down, or cessation of work and the Employer agrees there shall be no lock-out during the time of this Agreement.
- 7.2 Should there be an unauthorized strike, slow-down, walk-out, or other unauthorized cessation of work, the Union shall not be liable for damages resulting from such unauthorized acts from its members, and the Union shall undertake every reasonable means to induce the employees to immediately return to their jobs. In the event of an unauthorized strike, slow-down, walk-out, or any unauthorized cessation of work, the Employer shall have the sole and exclusive right to discipline or discharge the employees who participate in such an event.
- 7.3 No employee covered by this Agreement shall be required to go through a picket line when the picket line is approved by Teamsters' Joint Council No. 25.

ARTICLE 8 WAGES

- 8.1 (a) All employees covered by this Agreement shall receive contract anniversary wage increases over and above their present hourly wage rate. The Employer agrees to increase the total package for the compensation to be paid (i) for all hours worked or paid in the form of additional hourly wages (Article 8.1), (ii) additional hourly contributions to the Health & Welfare, Pension and/or Legal & Educational Assistance fund (Article 20) as follows:

Effective November 1, 2021\$1.80 per hour
 Effective November 1, 2022\$1.75 per hour
 Effective November 1, 2023\$1.65 per hour
 Effective November 1, 2024\$1.65 per hour
 Effective November 1, 2025\$1.60 per hour

- (b) The allocation of the annual increase required in Section 8.1 shall be determined by the Union. The Union shall notify the Employer of its determination of the allocation between Wages (Article 8.1) and additional contributions to the Health & Welfare, Pension and/or Legal & Educational Assistance fund (Article 20) by September 1st of each contract year. The maximum amount that may be allocated to wages as determined by the Union whenever the funding of the Pension Fund falls below 90% of its actuarial fully funded amount shall not exceed \$0.10 per hour for each \$0.05 per hour to the Pension Fund.

The maximum amount which can be allocated to the Legal & Educational Assistance Fund each year may not exceed \$0.15 per hour. The minimum amount that must be allocated to wages during the final year of the contract shall be \$0.25 per hour.

8.2 Employees who perform work at COMMERCIAL LOCATIONS hired between November 1, 2011 and October 31, 2021 shall receive anniversary increases, if not yet received, of: Year 1 of employment \$1.25 per hour; Year 2 of employment \$0.75 per hour; Year 3 of employment \$0.75 per hour; Year 4 of employment \$0.75; Year 5 of employment \$1.40 per hour, plus the allocation described in 8.1(a) above.

Employees hired after November 1, 2021 shall be hired at the rate of \$16.60 per hour which shall be increased by an anniversary increase of: Year 1 of employment \$0.75 per hour; Year 2 of employment \$0.75 per hour; Year 3 of employment \$0.75 per hour; Year 4 of employment \$0.75; Year 5 of employment \$0.75 per hour plus the wage allocation from the increase provided in Year 1 in 8.1(a) above.

8.3 Employees who perform work at RESIDENTIAL LOCATIONS hired between November 1, 2011 and October 31, 2021 shall receive anniversary increases, if not yet received, of: Year 1 of employment \$1.25 per hour; Year 2 of employment \$0.75 per hour; Year 3 of employment \$0.75 per hour; Year 4 of employment \$0.75 per hour; Year 5 of employment \$1.40 per hour, plus the allocation described in 8.1(a) above.

Employees working at a Residential location hired after November 1, 2021 shall be hired at the rate of \$17.35 per hour which shall be increased by an anniversary increase: Year 1 of employment \$0.75 per hour; Year 2 of employment \$0.75 per hour; Year 3 of employment \$0.75 per hour; Year 4 of employment \$0.75 per hour; Year 5 of employment \$0.75 per hour plus the wage allocation from the increase provided in Year 1 in 8.1(a) above.

8.4 In applying the wage scales in 8.2 and 8.3 above, only employees with less than 5 years of service shall automatically receive longevity and contract anniversary increases. The two dollar per hour wage differential shall be maintained between the employees hired before 11/1/2011 and those hired after that date.

8.5 Employees functioning (1) in a cashier's capacity, (2) in primarily self-service parking surface lots, (3) as customer service representatives or (4) in ground transportation shall receive twenty-five cents (\$.25) per hour over the above-schedules. If applicable, such employees shall also receive the premium set forth below in Section 8.6.

8.6 Bargaining unit supervisors employed at a residential facility, including all bargaining unit supervisors employed by members of ABOMA, shall receive thirty-six cents (\$.36) per hour over the above residential schedules (Section 8.3 above). If applicable, such employees shall also receive the premium set forth in Section 8.5 above. Employer may remove the premium only if the employee is returned to his or her previous classification at the applicable contractual wage rate as if the employee had never been made a supervisor.

8.7 The Employer agrees for the purpose of determining the wage rate of its employees (see schedules above) to give credit to any employee the amount of continuous days, months, and years of service said employee acquired under collective bargaining agreements with employers bound by Chicago Parking Association Agreements with the Union and said employees shall be paid as set forth above.

8.8 It is understood and agreed that the red-circle provisions in Sections 8.2 and 8.3 and section 27.1 shall incorporate and include any pay increase(s) granted to employees since October 31, 2011 regardless of the reason for the increase.

**ARTICLE 9
HOLIDAYS**

9.1 Regular full-time employees shall receive additional compensation for the nine (9) holidays listed below equal to their normal workday hours but not less than eight (8) hours pay at their regular daily straight-time rate of pay. Those employees who are scheduled and do work on any of these nine (9) holidays will receive their regular daily straight-time rate of pay in addition to time and one-half (1 ½) per hour for all hours actually worked on said nine (9) holidays. To be entitled to holiday pay under this clause, the employee must work for the Employer six (6) months and work his or her scheduled workday before and his or her scheduled workday after said holiday if the employee is scheduled to work. An employee who is scheduled to work on a holiday but fails to report to work shall forfeit his or her right to holiday pay unless his or her absence is due to extenuating circumstances. For the purpose of holiday pay and overtime pay on holidays, the holidays listed below will be celebrated on the calendar days they fall on:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Employee's Birthday

9.2 A holiday for which an employee is paid and during which he or she did not work shall be considered as time actually worked by him or her under the terms of this Agreement. No employee shall receive holiday pay unless he or she has attained six (6) months' seniority with the Employer on or before the date of the holiday.

9.3 Part-time employees, when working on said holidays, shall be entitled to time and one-half (1 ½) per hour for hours worked. All work performed on the employee's sixth (6th) work day of a holiday week shall be paid at the overtime rate.

The additional compensation for each holiday (holiday pay) for part-time employees shall be based upon the average weekly hours scheduled as follows:

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

**ARTICLE 10
MILITARY SERVICE**

10.1 Employees who become members of the U.S. Armed Services shall have such rights of reemployment as may be prescribed by the Military Selective Service Law.

**ARTICLE 11
JURY DUTY**

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

**ARTICLE 12
SICK AND PERSONAL LEAVE**

12.1 A full-time employee who has worked for the Employer for six (6) months or longer shall be entitled to ten (10) combined sick and/or personal days per year at the employees normal rate of pay for their normal workday hours but not less than eight (8) hours pay. The paid vaccination time under Section 4.1 above shall not be considered a sick and or personal day if taken. An employee who has received a complete regimen of COVID vaccination shots by October 31, 2021, shall receive a cash stipend of \$150.00 upon submitting a copy of the Vaccination cortication card issued by the vaccination site. Employees shall have until November 30, 2021, to submit their vaccination card or shall lose the right to receive this stipend.

12.2 A part-time employee who has worked for the Employer for six (6) months or longer shall be entitled to ten (10) combined sick and/or personal days per year based upon the average weekly hours scheduled as follows:

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

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

- 12.4 Sick and/or personal days shall be earned and taken on a calendar year basis. All employees who have completed six (6) months of employment by December 31st shall receive their full complement of sick and/or personal days on January 1st of each year, to be used by December 31st of each year. All employees who have not completed six (6) months of employment by December 31st shall receive their full complement of sick and/or personal days upon completion of six (6) months of employment, to be used by December 31st of that year. In the event that all of the employee's earned sick and/or personal days are not taken by December 31st, the Employer shall pay the employee the value of said sick and/or personal days. Employees terminated for proven theft shall not be paid out unused personal and/or sick days.
- 12.5 Employees shall receive an accounting of all their accrued sick and/or personal days, no less frequently than monthly.
- 12.6 A sick and/or personal day for which an employee is paid and during which he or she did not work shall be considered as time actually worked by him or her under the terms of this Agreement.
- 12.7 The provisions of this Article are in lieu of the rights and benefits provided by the Cook County Earned Sick Leave Ordinance and the City of Chicago Paid Sick Leave Ordinance. The parties expressly agree that all rights and benefits under the Cook County Earned Sick Leave Ordinance and the City of Chicago Paid Sick Leave Ordinance are hereby waived.

**ARTICLE 13
FUNERAL LEAVE**

- 13.1 A regular full-time or regular part time employee who loses time from his or her employment due to a death in his or her immediate family shall be entitled to receive his or her regular pay during said absence for four (4) days. Part-time employees will receive up to four (4) days of Funeral leave provided the employee is regularly scheduled at least four (4) days per week. Immediate family members are defined to be father, mother, brother, sister, spouse, child, father-in-law, mother-in-law or grandparents.
- 13.2 In order to qualify for funeral leave pay, the employee must have worked for the Employer for six (6) months or longer.
- 13.3 Employees must, upon request from the Employer, furnish satisfactory proof of death and relationship.
- 13.4 Funeral leave shall only be granted for the purpose of attending the funeral of the deceased, grieving and settling the affairs of the deceased.

**ARTICLE 14
VACATIONS**

- 14.1 Employees shall receive vacation in accordance with the following schedule:
 - After one (1) year of employment, one (1) weeks vacation
 - After two (2) years of employment, two (2) weeks vacation
 - After five (5) years of employment, three (3) weeks vacation
 - After ten (10) years of employment, four (4) weeks vacation

After twenty-five (25) years of employment, five (5) weeks vacation

14.2

(a) A vacation bank shall be established for each employee. The Employer shall deposit the amount of all vacation time that is owed to the employee. In addition, employees shall begin to accrue vacation on a monthly basis in accordance with (b), which accrued vacation time shall be added to the employee's vacation bank.

(b) Vacations shall be earned on a monthly basis in accordance with the following schedule:

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

Beginning with the first month of employment and continuing through the month prior to the month in which the employee completes two (2) years of employment (1st month through 23rd month of employment), employees accrue .417 vacation days per month.

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

Beginning with the month in which the employee completes two (2) years of employment and continuing through the month prior to the month in which the employee completes five (5) years of employment (24th month through 59th month of employment), employees accrue .834 vacation days per month.

After five (5) years of employment, 1.25 vacation days per month (equivalent to three (3) weeks vacation):

Beginning with the month in which the employee completes five (5) years of employment and continuing through the month prior to the month in which the employee completes ten (10) years of employment (60th month through 119 month), employees accrue 1.25 vacation days per month.

After ten (10) years of employment, 1.67 vacation days per month (equivalent to four (4) weeks vacation):

Beginning with the month in which the employee completes ten (10) years of employment and continuing through the month prior to the month in which the employee completes twenty-five (25) years of employment (120th month through 299th month), employees accrue 1.67 vacation days per month.

After twenty-five (25) years of employment, 2.084 vacation days per month (equivalent to five (5) weeks vacation):

Beginning with the month in which the employee completes twenty-five (25) years of employment and continuing for each month thereafter (300th month and beyond), employees accrue 2.084 vacation days per month.

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

- (d) Employees shall be entitled to use vacation time immediately after accruing. Vacations shall be taken on a first in (first accrued) first out basis and shall be paid at the rate of pay in effect at the time the vacation is taken.
 - (e) Every December 1st, each employee shall be given the option of a payout or carry-over of unused vacation days in his or her vacation bank; provided, however, that the carry-over will be limited to accruals in the prior twelve (12) months. Should the employee receive a payout, such employee shall receive the payout on the next scheduled pay period.
 - (f) Employees shall receive an accounting of all their accrued vacation, no less frequently than monthly.
- 14.3 Vacation pay for part-time employees shall be prorated in accordance with the above schedule.
- 14.4 Employees shall be paid their earned vacation pay prior to the time they leave on vacation.
- 14.5 Preference by seniority shall be given to an employee's choice of vacation period. Employees who take virtually the entirety of their vacation outside the United States of America or Canada shall be entitled to take up to four weeks of vacation consecutively at a time consistent with the Employer's operational and staffing needs.
- 14.6 Employees shall receive vacation pay on the basis of average hours worked in the previous calendar year. All hours worked or paid for (vacation, personal days, holidays, sick days, funeral leave pay) shall be considered as hours worked in determining compensation. Employees shall also accrue vacation time while on Workers' Compensation.
- 14.7 Vacation checks shall be issued separately.
- 14.8 A vacation day for which an employee is paid and during which he or she did not work shall be considered as time actually worked by him or her under the terms of this Agreement.

ARTICLE 15 LEAVE OF ABSENCE

- 15.1 The Employer may, at its sole discretion, grant a personal leave of absence to an employee with seniority provided:
- (a) The employee requests the leave, in writing, at least one (1) week in advance of such a leave, unless there was no possibility that the employee had such prior knowledge of the necessity of the leave. Approved leaves shall be in writing with a copy to the Union; and
 - (b) The leave is for a specified time not to exceed thirty (30) calendar days in duration which may be extended for an additional specified time not to exceed an additional thirty (30) calendar days in duration at the sole discretion of the Employer.
 - (c) Upon the expiration of an employee's authorized personal leave of absence, said employee shall be reinstated with full seniority to the same or substantially equivalent employment.
- 15.2 The Employer may implement the Family Medical Leave Act (FMLA) consistent with applicable law, and the provisions of this section. The Employer shall grant family and medical leaves to employees entitled by law to such leaves.

- 15.3 The Employer shall continue to contribute to the Health and Welfare Fund during FMLA leaves, to the extent required by law.
- 15.4 In all cases of medical leave, regardless of whether the leave is FMLA leave, the Employer may require employees to submit to medical examinations by a physician chosen by the Employer at the Employer's expense, during the leave and before the employee returns to work.
- 15.5 Upon expiration of an authorized medical or family or medical leave, an employee shall be reinstated with full seniority to the same or substantially equivalent employment (unless the employee would have been laid off or terminated had the employee not taken a leave). It is understood that employees returning to work from a leave (or any illness or injury) must be able to acceptably perform all essential job functions and may not constitute a threat to safety.

ARTICLE 16 HOURS OF WORK

- 16.1 Full-time employees covered by this Agreement who are called to work shall receive not less than six (6) hours work or its equivalent per day.
- 16.2 Part-time employees covered by this Agreement who are called to work shall receive not less than four (4) hours work or its equivalent per day.
- 16.3 There shall be no split shift assignments for employees within a twenty-four (24) hour period covered by this Agreement unless agreed to by the employee and approved by a Business Agent .
- 16.4 Any regular employee shall forfeit his or her weekly guarantee in that week in which he or she takes off a regularly scheduled workday or any portion thereof on his or her own initiative or when an employee is discharged for cause. However, an employee before leaving the Employer's premises shall be required to punch out.
- 16.5 All regular full-time employees covered by this Agreement shall be guaranteed a workweek consisting of forty (40) hours exclusive of one-half (1/2) hour for a lunch period each day. Said workweek shall contain two (2) consecutive days off where possible for the Employer to so operate. The Employer shall discuss the application of this guarantee for the week of the recall in the event a full time employee is recalled on a day other than a Monday. For employees employed at residential locations only, time and one-half (1 ½) shall be paid for all hours worked over eight (8) hours daily. For all employees, time and one-half (1 ½) shall be paid for all hours worked over forty (40) hours in any one (1) week exclusive of the thirty (30) minute lunch period each day. Overtime shall not be paid twice for the same hours worked.
- 16.6 If an Employer has any employees covered by the Fair Labor Standards Act, overtime shall be paid in accordance with said Act and at least thirty (30) minutes shall be allowed each day without pay for employees' lunch period.
- 16.7 When feasible, the Employer shall post the employee's schedule at least seven (7) days in advance. The provisions of this Article 16 are in lieu of the rights and benefits provided by the City of Chicago Fair Workweek Ordinance. The Parties expressly agree that all rights and benefits under the City of Chicago Fair Workweek Ordinance are hereby waived.

**ARTICLE 17
LIMITATIONS ON PART TIME EMPLOYEES**

17.1 No Employer shall have more than forty-two percent (42%) of total employee covered under this Agreement as part time employees.

**ARTICLE 18
TRANSFERS**

18.1 Transfers may not be made except for good cause subject to recourse through the grievance procedure or by agreement between the Employer and the Union. A transfer made as a consequence of a client's good faith request made in writing shall be for good cause. In emergency situations, however, an employee may be required to work at a different location for one (1) day. In the event an employee is transferred to a new location which requires a drug test the employee will have the option to refuse the drug test and shall be subject to layoff should his seniority warrant layoff. If the employee submits to the drug test and the test is positive, the employee will be subject to the terms and conditions of the drug testing policy.

**ARTICLE 19
DRIVER'S LICENSE**

19.1 All employees shall continuously have and shall exhibit to the Employer upon request an unrestricted State Driver's License if necessary to perform his or her job. Any employee found not to have same in his or her possession will be suspended for up to thirty (30) days until a valid license is presented. After that time, the employee may be subject to termination. The Employer has the right to run MVR checks semi-annually and may terminate/not hire based only upon a lack of valid license.

**ARTICLE 20
HEALTH AND WELFARE, PENSION AND LEGAL AND EDUCATIONAL ASSISTANCE**

20.1 Health and Welfare

(a) The Employer shall contribute to Teamsters Local Union No. 727 Health and Welfare Fund on account of each regular full-time employee covered by this Agreement the following:

Commencing November 1, 2021\$ 1,544.10 per month

Such rate shall continue except as adjusted by the Board of Trustees pursuant to the provisions of Article 20, Section 20.4 below.

(b) The Employer shall contribute monthly to Teamsters Local Union No. 727 Health and Welfare Fund on account of each part-time employee covered by this Agreement the following:

Commencing November 1, 2021\$ 8.91 per hour

Such rate shall continue except as adjusted by the Board of Trustees pursuant to the provisions of Article 20, Section 20.4 below.

(c) Contributions due hereunder to the Health and Welfare Fund for all employees hired on or after November 1, 2016, shall commence with the month in which their employment begins.

20.2 Pension

- (a) The Employer shall contribute to Teamsters Local Union No. 727 Pension fund on account of each regular full-time employee covered by this Agreement the following:

Commencing November 1, 2021\$511.24 per month

Such rate shall continue except as adjusted by the Board of Trustees pursuant to the provisions of Article 20, Section 20.4 below.

- (b) The Employer shall contribute monthly to Teamsters Local Union No. 727 Pension Fund on account of each part-time employee covered by this Agreement the following:

Commencing November 1, 2021\$ 2.95 per hour

Such rate shall continue except as adjusted by the Board of Trustees pursuant to the provisions of Article 20, Section 20.4 below.

- (c) Contributions due hereunder to the Pension Fund for all employees shall commence with the month succeeding that month in which employment begins; provided, however, that contributions to the Pension Fund on account of newly hired employees shall commence with their seventh (7th) month of employment. For purposes of this Section, a newly hired employee is defined as an employee hired on or after November 1, 2021 for which no contributions were received by the Pension Fund within the six (6) months prior to hire.

20.3 Legal and Educational Assistance

- (a) The Employer shall contribute to Teamsters Local Union No. 727 Legal and Educational Assistance Fund on account of each regular full-time employee covered by this Agreement the following:

Commencing November 1, 2021\$ 129.98 per month

Such rate shall continue except as adjusted by the Board of Trustees pursuant to the provisions of Article 20, Section 20.4 below. The Employer shall contribute monthly to Teamsters Local Union No. 727 Legal and Educational Assistance Fund on account of each part-time employee covered by this Agreement the following:

Commencing November 1, 2021\$ 0.75 per hour

Such rate shall continue except as adjusted by the Board of Trustees pursuant to the provisions of Article 20, Section 20.4 below.

- (b) Contributions due hereunder to the Legal and Educational Assistance Fund for all employees shall commence with the month in which employment begins.

20.4 The contribution rates payable to the Health and Welfare, Pension and Legal and Educational Assistance Funds pursuant to Sections 20.1, 20.2 and 20.3 above shall be increased as follows:

- (a) It is agreed that the Employer shall contribute additional amounts over and above those required in Sections 20.1(a), 20.2(a) and 20.3(a) to the Health and Welfare, Pension

and/or Legal and Educational Assistance Funds, combined, on behalf of each full time employee as follows:

Effective 3/1/2022 \$112.64 per month
Effective 3/1/2023.....\$TBD Per Sec. 8.1
Effective 3/1/2024.....\$TBD Per Sec. 8.1
Effective 3/1/2025.....\$TBD Per Sec. 8.1
Effective 3/1/2026.....\$TBD Per Sec. 8.1

- (b) The distribution of the additional contributions required in (a) above to the Health and Welfare, Pension, and/or Legal and Educational Assistance Funds shall be left to the decision of the Board of Trustees of the respective Funds.
- (c) It is further agreed that the Employer shall contribute an equivalent additional hourly amount over and above those required in Sections 20.1(b), 20.2(b) and 20.3(b) to the Health and Welfare, Pension and/or Legal and Educational Assistance Funds on behalf of part time employees.

- 20.5 For the purpose of contributions to the Health and Welfare, Pension and Legal and Educational Assistance Funds only, any part-time employee who works one hundred twenty eight(128) hours or more in a calendar month shall be considered a regular full-time employee and full-time employee contributions will be required for that month. Payments to the Health and Welfare, Pension and Legal and Educational Assistance Funds on behalf of part time employees shall be made at least monthly although the Employer may make the payments on a per payroll basis.
- 20.6 Part time per hour contributions to the Health and Welfare, Pension and Legal and Educational Assistance Funds are due only up to the amount of the applicable full time contribution.
- 20.7 No contributions to the Health and Welfare, Pension, and Legal and Educational Assistance, Funds shall be required on behalf of any employee who is on a leave of absence, except as required by law.
- 20.8 By the execution of this Agreement, each Employer authorizes the Trustees to enter into appropriate trust agreements necessary for the administration of such funds, and hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.
- 20.9 It is also agreed that in the event the Employer is delinquent at the end of a month in the payment of its contributions to the Health and Welfare, Pension or Legal and Educational Assistance Funds created under this Agreement; in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employee for losses resulting therefrom.
- 20.10 Should the Trustees of the Health and Welfare, Pension or Legal and Educational Assistance Funds audit the records of the Employer, such audit shall not exceed three (3) years from the date of notice of audit.

The payment of accrued and unused paid time off (e.g. vacation, personal and or sick days etc.) to an employee who is separated from the Employer regardless of reason (quit, retirement, termination, lay off etc.) regardless of the month in which paid, shall not trigger the obligation to make a contribution to the Pension Fund

ARTICLE 21 MANAGEMENT RIGHTS

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

ARTICLE 22 DOCTORS' EXAMINATIONS

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

ARTICLE 23 TIME RECORDS

- 23.1 The Employer shall keep accurate time records and make them available for inspection by the Union upon request so that there will be no misunderstanding about the employee's time. The Union consents to the continued use of the Employer's current timekeeping practices/system Prior to installing a new device or using such identifying measures to control admission to or exit from the premises or to record the time spent working by an employee the Employer shall discuss the new measure with the Union.

ARTICLE 24 ACCESS TO FACILITY

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

ARTICLE 25 SHIFT CHANGES

- 25.1 If the Employer has legitimate cause, it may change shifts provided that it provides employees with the required advance notice. Employees must receive seven (7) days' notice of a shift change. The layoff of an employee that does not result in a bump is not a shift change for purposes of this Article.

ARTICLE 26 PAYDAY

- 26.1 Payday shall be at least as often as biweekly (every two weeks). Employees must receive a paper or electronic paycheck; an Employer is prohibited from paying an employee in cash.

ARTICLE 27
MAINTENANCE OF BENEFITS

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

ARTICLE 28
INDIVIDUAL AGREEMENTS

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

ARTICLE 29
NON-DISCRIMINATION

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

ARTICLE 30
PENSION - UNFUNDED LIABILITY

- 30.1 Upon the request in writing from any Employer signatory hereto, addressed to the Benefit Funds, the Benefit Funds shall be required to furnish such Employer an annual statement for the most recent period available on the Employer's withdrawal liability, if any. It is agreed that such requests shall be limited to one (1) each year from each Employer.

ARTICLE 31
SHORTAGES

- 31.1 Employees shall be accountable for all receipts collected by them and responsible for their errors in the collection of parking tickets. Employers shall have the right to summarily dismiss an employee for stealing, misrepresentation of the receipts, or for failure to explain to the satisfaction of the Employer repeated errors in parking tickets, reports, and collections, except as set forth below.
- 31.2 Employees shall be informed of their shortages, if any, within thirty (30) days after discovery of the shortage, but in no event later than sixty (60) days after the shortage occurred. Shortages, if any, shall be recovered within two (2) pay periods after the employee is notified of the shortage, or longer if required by law.
- 31.3 In the event of shortages of \$5.00 or more, the Employer will follow the progression of discipline set forth below when appropriate, subject to such facts as may be present in each case, and subject to the just cause requirement of the collective bargaining agreement:

GUIDELINES

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

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

ARTICLE 32 EMPLOYEE LIABILITY

- 32.1 Except as provided for in Article 31, no employee shall be held financially responsible for damages incurred in the performance of his or her daily duties.
- 32.2 No employee shall be charged for any insurance premiums or for any deductibles or costs (excluding Health & Welfare Insurance or claims) related to any insurance claim, or any other claim, of damage to person or property.

ARTICLE 33 LOSS OF OR CHANGE IN OWNERSHIP OR MANAGEMENT

- 33.1 In the event an Employer acquires, loses, closes, or anticipates losing a location which falls within the scope of this Agreement, the Employer will give the Union fifteen (15) days written notice, on the form provided by the Union, prior to the effective date thereof, or immediate written notice if the acquisition or loss is to take place in less than fifteen (15) days, and said Employer will meet at the Union's request before the acquisition or loss to discuss all matters pertinent to said acquisition or loss. At the time of location change, the former Employer shall pay out all wages and benefits owned under this Agreement, including accrued vacation, to all former employees, unless the former Employer operates a location with a "pass through" contractual provision.
- 33.2 Subject to the provisions herein, any employee who has continuously worked at a location for one hundred and eighty (180) days or more will be retained by the acquiring Employer when an Employer acquires a new location. The Employer losing the location will be obligated to retain all

other employees. Provided, however, that regardless of length of service at the location, the Employer losing the location upon notice by the acquiring Employer (said notice must be made within thirty (30) days of hire) shall retain any employee who was previously terminated by the acquiring Employer, if such termination was upheld through the Grievance and Arbitration Procedure, or the Union decided not to pursue such termination through the Grievance and Arbitration Procedure. Employees who do not respond to a second new hire notice by the acquiring Employer (sent five work days apart) within the time limits under Article 4 above shall be terminated and shall lose all rights under this Agreement. If an Employer losing a location makes a promise of employment in writing to any employee currently working at the location, the Employer shall be obligated to retain that employee. Full time Employees of the Employer losing the location who work less than 20 hours per week on average at the location being transitioned shall be retained by the Employer losing the location. Full time employees of the Employer losing the location who work 20 hours or more per week on average at the location being transitioned shall be retained by the acquiring Employer and shall be provided with a full time schedule which can be created by laying off a part time employee employed elsewhere.

- 33.3 Within fifteen (15) days of the loss of a location, the Employer who lost the location shall pay to employees who are retained by the acquiring Employer the value of all accrued vacation, accrued sick/personal days not taken and/or paid (unless the former Employer operates a location with a "pass through" contractual provision) and compensation earned under this Agreement. In addition, the Employer who lost the location shall pay the respective Benefit Funds any amounts owed. The acquiring Employer (unless the location is a pass through location) shall provide said employees with corresponding time-off without pay which the employee may use by December 31st. Upon commencing employment with the acquiring Employer, employees shall be credited with all seniority, as described in Article 4, Section 4.1, as though there had not been an Employer change.

ARTICLE 34 CREDIT UNION

- 34.1 The Employer agrees to deduct from the employee's regular paycheck and forward to the credit union designated by the Union such sums as the employee may voluntarily decide to deposit. The employee will notify the Employer by written authorization of the amount to be deducted and deposited. Such deduction will be on a biweekly basis and forwarded to the credit union.

ARTICLE 35 DRIVE AUTHORIZATION AND DEDUCTION

- 35.1 The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his or her regular paycheck on a biweekly basis. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

ARTICLE 36 OPEN FULL-TIME POSITIONS

- 36.1 Any full-time positions that become open must be offered to part-time employees at that location as follows:

- (a) Only part time employees who work at the location in which the full time position is available must be offered the position.
- (b) These part time employees are to be offered the position in seniority order, starting with the part time employee with the most seniority.
- (c) Such seniority is not length of time at the location, but rather Union seniority, as defined in Article 4, Section 4.1.

**ARTICLE 37
LABOR MANAGEMENT COMMITTEE**

- 37.1 The Employer agrees to contribute five dollars (\$5.00) per month to the Parking Industry Labor Management Committee (PILMC) for each employee covered by this Agreement.

**ARTICLE 38
LOCATION/FACILITY CLASSIFICATION**

- 38.1 The parties recognize that it is necessary to classify locations/facilities for purposes of this Agreement and the Agreement applicable to valet service locations. All locations/facilities that are covered under these Agreements as of November 1, 2001 will retain their current classification. Any location/facility not covered by these Agreements as of November 1, 2001 will be classified by mutual agreement between the Employer and the Union using the following guidelines:
- (a) Commercial: All locations in which fifty percent (50%) or more of the vehicles parked at the location belong to the general public are commercial locations. Commercial locations include locations with valet parking services where there is any parking spaces in the building where the location exists.
 - (b) Residential: All locations of employer members of ABOMA and all other locations in which more than fifty percent (50%) of the vehicles parked at the location belong to residents of the property are residential locations.
 - (c) Valet: All locations that strictly provide valet parking services without any physical parking facility are valet locations and are covered by the Agreement covering valet service locations.
- 38.2 The Employer and the Union agree that employees employed as bellmen or doormen will be covered under the classification for the location where they are employed.
- 38.3 Employees are permitted to work at multiple locations/facilities. While performing such work, employees shall be compensated for all hours worked at the location/facility under the Agreement covering that location/facility; provided, however, that where an Employer transfers an employee to another location/facility under the provisions of Article 18, such employee shall be paid the highest wage rate in effect under any of the Agreements the employee works under.

**ARTICLE 39
TEAMSTERS-NATIONAL 401(K) SAVINGS PLAN**

- 39.1 The Employer hereby agrees to participate in the Teamsters-National 401(k) Savings Plan ("the Plan") on behalf of all employees represented for purposes of collective bargaining under this Agreement. The Employer will make or cause to be made payroll deductions from participating

employees' wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward withheld sums to the Plan at such time, in such form and manner as required pursuant to the Plan and Declaration of Trust (the "Trust"). The Employer will execute a Participation Agreement with the Union and the Trustees of the Plan evidencing employer participation the Plan effective prior to any employee deferral being received by the Plan. In addition, the Employer agrees to require the payroll system provide separate paycheck deductions so that the Plan may allow participant loans. The Employer further agrees, at such times as it is administratively feasible, to require the payroll system to provide separate paycheck deductions so that the Plan may allow after-tax contributions.

ARTICLE 40 MISCELLANEOUS

- 40.1 Once employed, no employee shall be required to take a polygraph, behavioral analysis, background check or other similar test.
- 40.2 Employees, except for porters, may not be required to perform janitorial services; however, in accordance with past practices, employees may be directed to clean immediate areas visible to customers as well as office.. Employees who are not classified as porters may not be required to clean restrooms, as the cleaning of rest rooms is not bargaining unit work.
- 40.3 An employee may not be discharged or disciplined because his/her earnings have been subjected to two (2) or less wage garnishment deduction orders within one (1) year.
- 40.4 Past practices regarding car washing will prevail at each location, except that an agreement must be reached with the Union regarding the wages, hours, terms and conditions of employment for such work in any one of the following circumstances:
 - (a) where the method of washing cars or the number of cars to be washed per shift or otherwise is to be substantially changed;
 - (b) instituting car washing at any location where cars have not been washed during the past twelve (12) months; or
 - (c) instituting car washing at new garages.
- 40.5 Drug and alcohol testing will only be permitted for probationary employees and reasonable suspicion under the terms and conditions of the Drug and Alcohol Policy and Testing Program agreed to by the Employer and the Union. An Employer acquiring a location pursuant to Article 33 (Change in Ownership or Management) shall have the right to perform one (1) Drug and Alcohol or Background test pursuant to the existing policy and practices within the acquiring employer's first thirty (30) days of employing acquired employee. Under these circumstances, an acquired employee's refusal to submit to the Drug and Alcohol or Background test shall result in termination of employment. Positive test results from the Drug and Alcohol test under these circumstances shall be handled in accordance with the terms of the existing policy and practices.
- 40.6 An Employer acquiring an location pursuant to Article 33 (Change in Ownership or Management) may conduct a Background check and refuse to employ an individual whose Background check under such circumstances reports the conviction of a Class 3 (or more serious) Felony. If the background check results in the refusal to employ the employee, the former employer is under no obligation to retain the employee, provided that the former employer can establish just cause that

it would not have otherwise retained the employee due to a violation of company policy to disclose a class 3 (or more serious) Felony.

- 40.7 On or after November 15, 2016 the Union agrees that in the event any agreement is executed by the Union with any other Parking Industry Employer which provides for a lower wage rate, reduced benefits, or changed working conditions than those provided in this Agreement, then the Employer may have such lower wage rates, or reduced benefits, or changed working conditions substituted in this Agreement. The Union shall provide advance, written notice to the Chicago Parking Association in the event it requests an exception to this provision for any newly organized Employer, or for any Employer who has not previously been signatory to an agreement with the Union. Upon receipt of such notice, the Chicago Parking Association agrees to designate representatives to meet and confer with the Union regarding this request. If the Chicago Parking Association does not respond, within seven (7) working days, to such a request by the Union, then the Union may enter into any such agreement without agreement from the Employer.
- 40.8 Members of ABOMA other than those listed in Schedule A who elect to adopt this Agreement shall notify ABOMA to that effect. Notice of election to adopt this Agreement shall be made by members of ABOMA in writing and ABOMA shall in turn notify the Union. Such notice shall state the name, and location of the building to which the election applies and the name of the Employer. If any building which is paying its employees who are covered by this Agreement wages higher than those provided in this Agreement shall desire to adopt this Agreement, it shall not reduce such higher wages during the term of this Agreement.
- 40.9 On the next scheduled pay period after separation of employment, an employee shall be paid all compensation owed including wages, accrued and unused vacation days, and accrued and unused sick/personal days, and applicable contributions will be made to the Teamsters Local 727 Health and Welfare, Pension and Legal and Educational Assistance Funds. This payment shall not constitute the basis for the obligation to make contributions to the Pension Plan beyond the employee's last day of active work.
- 40.10 Subject to Article 4 and 12 in the event a client or a governmental entity, imposes a qualification or certification standard e.g. vaccination, licensure, the completion of special training, or other requirement at a location, employees who fail to or refuse to meet that requirement will be laid off and placed on the recall list, *unless* at the time of layoff a vacancy exists for which the employee is qualified.

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

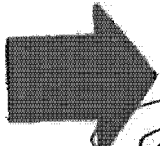

THIS AGREEMENT shall be constructed as divisible as to each Employer and the failure of any Employer to abide by the terms hereof shall not operate to terminate this Agreement as to any other Employer. No breach of this Agreement by any Employer shall operate to subject ABOMA or another Employer to any legal liability to the Union.

THIS AGREEMENT shall go into effect November 1, 2021, and shall continue in full force and effect until and including October 31, 2026, and shall continue thereafter on an annual basis from year to year unless written notice of desire to amend the Agreement is given by either party sixty (60) days prior to October 31, 2026, or sixty (60) days prior to October 31 of any subsequent year. Employer agrees that the Chicago Parking Association or ABOMA (if it is a member of ABOMA) shall bargain any successor Agreement on the Employer's behalf unless Employer provides written notice otherwise to the Union, the Chicago Parking Association, and ABOMA as appropriate sent via certified mail sixty (60) days prior to October 31, 2026, or sixty (60) days prior to October 31 of any subsequent year should this Agreement be extended.

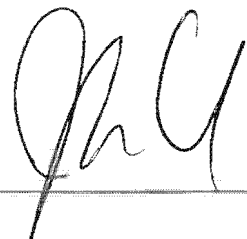
EXECUTED at Chicago, Illinois, this 4th day of January, 2022.

FOR THE ASSOCIATION

FOR THE UNION

Sec. A BOMA.



SCHEDULED A: The ABOMA Member Buildings (Employers) indicated below have notified ABOMA that they wish to be included into the collective bargaining labor agreement by and Between ABOMA and Teamsters Local Union No. 727 effective on November 1, 2021 and covering employees as define in Article 1 1.1 of the collective bargaining agreement. Report date 1/18/2021

<u>Building Name</u>	<u>Building Address</u>	<u>EIN</u>
1100 Lake Shore Drive Condo Assoc	1100 North Lake Shore Drive	36-2706360
1110 Lake Shore Apartments Homeowners Association	1110 North Lake Shore Drive	36-2706360
1300 Lake Shore Drive Condominium Association	1300 N. Lake Shore Drive	36-2802902
1420 Sheridan Road Condominium Corporation	1420 Sheridan Road	36-2695462
1500 Lake Shore Drive Building Corporation	1500 Lake Shore Drive	36-1070040
1550 Condominium Association	1550 Lake Shore Drive	36-2969127
1555 Astor Condominium Association	1555 N. Astor Street	36-2914087
1616 Condominium Association	1616 Sheridan Road	36-2729391
1700 East 56th Street Condominium	1700 E. 56th Street	36-3958004
200 East Delaware Condominium Association	200 East Delaware	36-2919061
2500 Lakeview Condominium Association	2500 North Lakeview	36-2806277
2909 Sheridan Condominium Homeowners Association	2909 N. Sheridan Road	
3150 Lake Shore Condominiums	3150 N. Lake Shore Drive	36-2948124
3180 Condominium Association	3180 North Lake Shore Drive	36-2808390
33 East Cedar Condominiums	33 E. Cedar	36-4066507
399 Corporation	399 W. Fullerton Parkway	36-2236866
555 Cornelia Condominium Association	555 West Cornelia Avenue	36-3091276
990 North Lake Shore Drive Condominium Association	990 N. Lake Shore Drive	23-7271481
Americana Towers Condominium Association	1636 N. Wells Street	36-3012680
Carl Sandburg Village Condo Assn. #1(Cummings/Dickinson)	1355 North Sandburg Terrace,	36-3030049
Drake Tower Apartments, Inc.	179 East Lake Shore Drive	36-2080979
Faulkner House Condominium Association	70 West Burton Place	36-3055822
Harbor House Condominiums	3200 N. Lake Shore Drive	36-2880374
Horizon House Condominium Association	5733 N. Sheridan Road	36-2596126
Lowell House Condominium Association	88 West Schiller	36-3055822
Palmolive Building Condominium Association	159 Walton Place	20-3754457
Park Astor Condominium Association	1515 N. Astor	36-4367429
Park Tower Condominium Association	5415 N. Sheridan Road	36-3021311
Sheridan Tower Condominiums	2930 N. Sheridan Road	26-0341852
Shoreline Park	4950 N. Marine	36-4456917
The Residences at RiverBend	333 N. Canal Street	36-4516292

31 Buildings

Memorandum of Understanding With Respect to Collective Bargaining Agreement

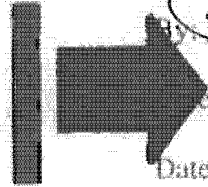
by and Between ABOMA and Teamsters Local Union No. 727 effective on November 1, 2021 and covering employees as define in Article 1 1.1 of the collective bargaining agreement.

COVID-19 Vaccination Mandate

Should an Employer mandate employees be vaccinated as a condition of being scheduled to work (subject to medical or good faith religious exemptions), in which case upon proof of vaccination the Employer shall pay the employee four (4) hours of pay per shot including a booster. Employees who refuse to be vaccinated shall be laid off.

The following stipend is only required if the Employer implements the above vaccine mandate. Full -time employees who have received a complete regimen of COVID vaccination shots by October 31, 2021, shall receive a cash stipend of \$150.00 (a part time employee shall receive seventy-five dollars (\$75.00)) upon submitting a copy of the Vaccination certification card issued by the vaccination site. Employees shall have until November 30, 2021, to submit their vaccination card or shall lose the right to receive this stipend.

**The Apartment Building Owners and
Managers Association of Illinois
("ABOMA")**



[Handwritten Signature]

Sec. ABOMA
Date: 12/2/2021

Teamsters Local Union No. 727

[Handwritten Signature]
By: _____
Title: Secretary-Treasurer
Date: 1/4/2022