AGREEMENT

THIS AGREEMENT entered into this 1st day of January 1, 2014, by and between Standard Parking Corporation, together with all its subsidiaries and affiliates, hereinafter referred to as the "Employer" and/or the "Company", for its operations at the following locations :**Location 306**, 131 Market St.,Newark; **Location 356/357** Blue Cross/Blue Shield, 3 Penn Plaza, Newark; **Location 382** Liberty Towers, 33 Hudson St., Jersey City; **Location 338**, 2 Journal Square, Jersey City; **Location 3168**, Observer Highway, Hoboken, **Location 404** Hudson Park,77 Park Ave., Hoboken and Local No. 641, IBT located at 714 Rahway Avenue, Union, New Jersey, 07083 hereinafter referred to as the "Union".

ARTICLE I

RECOGNITION

Section 1. The Company recognizes the Union as the exclusive bargaining representative for all Full-Time and Part-Time Cashiers and Parking Attendants, scheduled to work at its operations at all locations under contract with Local 641.

Section 2. Supervisory employees (including but not limited to Managers, Assistant Managers, Supervisors and Assistant Supervisors and Bookkeepers) with the authority to hire, promote, discipline or otherwise effect changes in the status of Employees or effectively recommend such action, professional, clerical, inventory, secretarial, security/guards and management employees are excluded from the bargaining unit.

Section 3. Due to the nature of the work, a supervisory, management, administrative, professional, clerical or may at any time perform work that is normally performed by the Employees, either to check the accuracy of the results, previously obtained, or to speed up the obtaining of results in order to prevent any undue delays.

Section 4. Wherever the word "Employees" is used in this Agreement, it shall refer to the employees as defined in this Article I.

ARTICLE II

MANAGEMENT PREROGATIVES

Section 1. The management of the Company and: the direction of the working force are vested solely and exclusively in the Company and shall not in any way be abridged except by specific restrictions as are set forth in this Agreement.

Section 2. The Union recognizes that the management of the Company's business includes but is not limited to hiring; retaining, maintaining order and efficiency; promoting; demoting; transferring; laying off, suspending, disciplining or discharging for cause; rehiring; instituting, modifying, changing and enforcing published and unpublished rules and regulations; regulating and: controlling the number of Employees and their duties necessary for the operation of the Company's business; assigning overtime; implementing new operations; making economic improvement in the operation of the Company's procedures, techniques and equipment; directing and supervising the duties and starting times of Employees; ceasing its operation(s) and taking all other steps and actions not specifically limited in this Agreement.

Section 3. The Company shall have the unquestioned right to suspend or discharge, an Employee for actions such as, but not limited to: dishonesty; willful misconduct; incompetence; drinking or drunkenness or being under the influence of or having in his possession alcohol or drugs while on the job; insubordination; or

Agreement; or other good cause. The failure of the Company to exercise any of these rights, among others, shall not be construed as a waiver of these rights.

Section 4. - The duties of all Employees shall be to perform any and all work required of them by the Company in the operation and conduct of the Company's business.

Section 5. Employees who are directed to perform a particular duty by the Company are required to obey that direction, instruction or order. If an Employee desires to contest the justness or appropriateness of such direction, instruction or order, the provisions of the grievance procedure in Article XVIII hereof shall be followed. In no case shall an Employee refuse to perform any duty or work any shift or partial shift not contrary to law. Should an Employee refuse to perform any duty not contrary to law, they shall be subject to discipline, suspension and/or discharge by the Company and such action of the Company shall be final and conclusive and shall not be considered a dispute to be submitted to arbitration as provided in Article XVIII hereof.

Section 6. The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth, the Company therefore retaining all rights not specifically covered by this Agreement, irrespective of whether or not the same have been heretofore exercised.

ARTICLE III
DISCIPLINE AND DISCHARGE

Section 1. The Company shall not discharge or suspend any Employee without just and proper cause. The Company shall give the Union written notice of such discharge or suspension as soon as practicable but in no case later than five (5) days after such action takes place, which notice shall contain a brief summary of the reasons for such action. Should the Employee desire to contest the justness of such action, he/she must notify the Union and the Company in writing within five (5) days after such discharge or suspension. In the event no request for review or contest is received from the employee within said five (5) days after such discharge or suspension, then the action of the Company in discharging or suspending the Employee shall be final and conclusive and shall not be considered a dispute to be submitted to arbitration as provided for in Article XVIII.Section 2. The Company shall have the sole right to discharge or otherwise discipline any Employee without warning for cause, including but not limited to: theft of money, goods, or time or other dishonesty; unsatisfactorily explained repeated errors in parking tickets and/or collections; misrepresentation of collections, tickets, and/or receipts; charging any fees for parking or services not authorized by the Company; failure to report any accident which resulted in injury to any person, including but not limited to the Employee himself, or any property damage; abusive and/or untoward behavior toward any person or persons (including but not limited to patrons, supervisors, fellow employees, representatives of Company's landlord including but not limited to Landlord's employees, agents, or invites, and/or public officials); insubordination; being under the influence of and/or using or possessing alcohol, drugs, or controlled substances while on duty and/or on the Company's property; smoking in unauthorized areas; gambling or permitting others to involve themselves in unlawful activities while on the Company's property; incompetence; recklessness or negligence; refusal to perform work as required; working for a competitor of the Company without prior written approval to do so(except in the case of Employees employed as of December 31, 1990 whose employment with a competitor of the Company existed as of such date; use or the possession of any type of a weapon concealed or not concealed; willful destruction of or damage to property belonging to Company or any other person or entity; fighting on the job or on Company's property; falsification of records; inability to qualify for a surety bond, the premium for which is paid for by the Company; unsatisfactorily explained and/or repeated cash shortages, accidents, damages, or losses; violations of safety procedures, requirements, laws and/or regulations; failure to report to work and actually work as scheduled and/or required; any other unsuitability which hinders the efficient operation of Company's business.

Section 3. It is recognized that the Company is engaged in a public service requiring continuous smooth operation, and it is agreed that recognition of such obligation is imposed on every Employee, such obligation requiring regular attendance and timely reporting for duty by every Employee. At the option of the Company, Employees who are one-half (1/2) hour or more late for work may be laid off for that day without compensation.

Section 4. Notwithstanding the Company's rights as contained hereinabove in this Article III, the Company shall have the right to take appropriate disciplinary action up to and including discharge against Employees who are chronically or excessively absent from work or who are chronically or excessively late in reporting to work.

Section 5. The Company shall have the right to require that Employees provide a physician's certificate when an absence or lateness is the result of claimed illness.

ARTICLE IV

DISCRIMINATION/SINGULAR & PLURAL & GENDER

Section 1. It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all Employees without regard to race, creed, color, national origin, sex, age, disability, marital status or sexual orientation.

Section 2. The Company and the Union will not discriminate either directly or indirectly, neither will they permit any of their agents, members or representatives to discriminate either directly or indirectly against any Employee by reason of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation.

Section 3. When required by the context of this Agreement, the singular shall include the plural and the masculine gender shall include the feminine or neuter.

ARTICLE V

UNIFORMS & EQUIPMENT

Section 1. The Company has the authority to issue and to require Employees to wear uniforms or specified wearing apparel of its choice, which must be worn in a neat and proper manner acceptable to the Company. An Employee who does not report to work fully and properly dressed in his uniform may not be permitted to work. Repeated failure to wear uniforms including the wearing of uniforms in a manner unacceptable to the Company, shall be deemed unsatisfactory service and shall subject the Employee to disciplinary action—including discharge—in accordance with Article III hereof.

Section 2. Employees may be required by the Company to turn in to the Company the uniforms they have been issued at any time, which uniforms must be returned in good and proper condition, normal wear-and-tear accepted. In any event that an Employee fails to turn in his uniforms at the request of the Company or upon the termination of his employment, the Company shall have the right to retain any uniform deposit withheld from the Employee's pay, to the extent permitted by law.

ARTICLE VI

UNION MEMBERSHIP/CHECK OFF

Section 1. All Employees shall, as a condition of employment, become and remain members of the Union upon completion of the thirtieth (30th) day following their first (1st) day of employment or thirty (30) days after the effective date of this Agreement, whichever is later; provided, however, that no Employee may be removed from his employment under this paragraph so long as he continues to tender uniform initiation fees and dues to the Union after such thirty (30) day period.

Section 2. For any Employee who has voluntarily executed or who shall voluntarily execute a written authorization that complies with the requirements of Section 302-C (4) of the Labor-Management Relations Act of 1947, as amended, the Company shall deduct the initiation fee and dues uniformly required as a condition of acquiring or retaining membership in the Union in accordance with the terms of this Article VI, beginning with the month following the month in which the Company receives an executed copy of the aforementioned written authorization. For such written authorization to be effective, it must be delivered to the Company no fewer than ten (10) days before it is to be effective

Section 3. The responsibility of the Company for collecting such dues and/or initiation fees shall cease upon the transmission of sums so collected to the Union, and the Union shall issue its dues receipt directly to the Employees for such payments.

Section 4. The Union shall indemnify, defend and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in the administration of this Article VI.

Section 5. Dues and initiation fees shall be due and payable by the fifteenth (15th) day of each month.

ARTICLE VII

SHOP STEWARD

Section 1. The Company recognizes the right of the Union to designate one (1) Shop Steward per location to investigate grievances. The Shop Steward shall be an Employee of the Company with a minimum of six (6) months' seniority and his duties as Steward shall not conflict with his employment or that of other Employees.

Section 2. The authority of the Shop Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

(A) The investigation and presentation of grievances with the designated Company representative in accordance with the provisions of this Agreement.

(B) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers, provided such messages and information:

1. Have been reduced to writing; or,

2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Company's business.

Section 3. A Shop Steward has no authority to take Strike (as defined in Article XX hereof) action (s), or any other action which may interrupt the Company's business. The Company may impose appropriate disciplinary action, including discharge, in the event the Shop Steward takes any action(s) including but not limited to those involving Strikes, slow-downs, or work stoppages in violation of this Agreement.

Section 4. Time consumed by a Shop Steward handling Union matters (except during his normal working hours with the prior permission of Company) shall not be subject to compensation by the Company.

ARTICLE VIII

LEAVE OF ABSENCE

Section 1. Except as otherwise provided by law, a leave of absence without pay for personal reasons, illness, or injury may be granted by the Company at Company's sole discretion. Seniority will accumulate during a leave of absence except as provided in Section 7 of Article XI hereof.

Section 2. An Employee who takes a job and/or is employed with any other employer while on a leave of absence shall be terminated unless prior written approval is granted by the Company authorizing an Employee to so obtain and/or maintain other employment during a leave of absence.

ARTICLE IX

EMPLOYEE RESPONSIBILITY

Section 1. Employees shall be accountable for all cash, tickets, coupons, passes and/or receipts collected by them and/or which are processed through exit and/or entrance lanes to which they are assigned and responsible for errors on collection of parking tickets, coupons, passes and/or transactions and/or in handling cash; Employees shall also be responsible for limiting access to Company's premises to authorized parkers and other authorized individuals; employees shall also be responsible for uniforms and/or other equipment, materials, and supplies provided to them by Company. Employees shall be notified of shortages, and shall be required to make restitution to Company for said shortages and/or lost moneys, uniforms, materials and supplies ("Shortages"), to the extent permitted by applicable federal, state, and/or local law.

Section 2. Employees shall be responsible for all damage or loss of the Company's public, and/or patrons' property that is the result of an Employee's carelessness or failure to follow Company rules, regulations or procedures; such responsibility shall include reimbursement to the Company for such damage or loss in a manner satisfactory to Company pursuant to law.

Section 3. Notwithstanding the provisions of this Article IX, the Company shall not be obligated to accept reimbursement from Employees as full compensation for recurrent shortages and/or damage or loss as referred to in Section 2 of this Article IX. The Company shall have the right to take appropriate disciplinary action, up to and including discharge, against any Employees who experience Shortages or who cause loss or damage, notwithstanding any reimbursement to the Company of any moneys due the Company pursuant to this Article IX.

Section 4. Employees shall always present a proper, neat and clean appearance and a courteous attitude to patrons, other members of the public, and fellow employees.

ARTICLE X

EMPLOYEE DEFINITIONS

Section 1. A Full-time Employee is defined as an Employee hired to fill a full-time position who is regularly scheduled to work forty (40) hours or more per week on an annual basis, fifty-two (52) weeks per year, subject to the availability of work, and who regularly works such hours.

Section 2. A part-time Employee is defined as an Employee hired to fill a part-time position (at least twenty (20) but fewer than forty (40) hours per week) on a non-temporary basis subject to the availability of work, and who regularly works such hours.

Part-time Employees are entitled to holiday pay pursuant to Section 4 of Article XV hereof.

Section 3. Casual employees are defined as employees hired to work on a temporary, occasional or seasonal basis and/or employees hired to work twenty (20) or fewer hours per week. Casual employees are not entitled to benefits (including but not limited to vacation and holiday pay) under this Agreement unless specifically provided otherwise herein. Casual employees are considered as probationary employees throughout their employment.

Section 4.

(A) A Cashier is defined as an Employee whose primary job normally includes the issuing, collecting and pricing of tickets, the collection and safekeeping of moneys received for and on behalf of the Company in the operation of the Company's business and record keeping in relation thereto and usually is not involved in driving patrons' vehicles, but may sometimes be required to drive such vehicles and issue tickets to same, provided the Employee possesses a valid driver's license; for the purpose of this Section 4-A, workplace shall include but not be limited to any Cashier's Station and equipment.

(B) A Parking Attendant is defined as an Employee whose job normally includes opening car doors, greeting customers, issuing and filling out parking tickets, and may include the careful parking and/or delivering patrons vehicles when business conditions require, and, in addition, may include

collecting and pricing of tickets, the collection and safekeeping of moneys received for and on behalf of the Company in the operation of the Company's business and record keeping in relation thereto; a Parking Attendant's job may also include cleaning parking facilities, whether by hand and/or using mechanical equipment, replacing of light bulbs and other minor maintenance, directing traffic, and providing management-approved emergency service to patrons (e.g. boosting dead batteries, pushing stalled vehicles, etc.)

(C) Notwithstanding the defined job duties as hereinabove all Employees may be required by the Company to perform other duties, or the duties of another classification of Employee pursuant to Article II of this Agreement.

ARTICLE XI

SENIORITY/LAYOFF

Section 1. Seniority shall mean length of continuous service with the Company from the date of first (1st) employment or re-employment following a break in service.

Section 2. Seniority is acquired by an Employee's satisfactory completion of a sixty (60) day probationary period following an Employee's most recent date of hire by Company. The most recent date of hire shall mean the first (1st) day actually worked during the probationary period of an Employee's most recent employment or re-employment.

Section 3. The Company may terminate the services of any probationary Employee for any reason and the Union and/or the Employee shall not claim that such termination was improper and shall not have recourse to the grievance and arbitration procedure described in Article XVII hereof. Upon satisfactory completion of the probationary period, seniority shall be credited from Employee's most recent date of hire.

Section 4. During the term of this Agreement, such probationary Employees shall be entitled to all rights and privileges of this Agreement, except as with regards to Welfare Fund Benefits, vacation and holiday pay, (unless the Employee works said holiday), discharge, and except as otherwise provided herein.

Section 5. The Company shall lay off and recall Employees based upon the skill and ability of Employees to perform satisfactorily in the classifications in which work is available giving due consideration to their seniority where qualifications are determined by the Company to be equal.

Seniority shall be broken for any of the following reasons:

(A) voluntary quit

(B) discharge for cause

(C) failure because of layoff, or any other reason (except approved leaves of absence), to perform any work for the Company for thirty (30) days or a period equal to the affected Employee's seniority at the time he last ceased active work for the Company, whichever period is shorter.

(D) failure to report to work on the next scheduled work day after the Company sends notice of recall from layoff by overnight mail to the Employee's last known address, or to report on the second (2nd) scheduled work day after such notice is sent by registered or certified mail (It shall be the responsibility of the Employee to keep the Union and the Company advises in writing as to his current home address and telephone number);

(E) failure to report to work on the next scheduled work day following the scheduled end of a vacation period;

(F) failure to report for work on the next scheduled work day upon the expiration of a leave of absence granted by the Company;

(G) absence from work without notice to the Company for three (3) consecutive work days;

(H) failure to notify within three (3) hours before the start of the shift of any reason for any absence unless the Employee presents a reason for failing to do so, which reason is satisfactory to the Company.

Section 6. An Employee who incurs a loss of seniority, if subsequently re-employed, will resume employment as a new Employee. Any loss of seniority under items A, D, E, F, G, and H of Section 6 of this Article X shall constitute a voluntary leaving of work without good cause.

Section 7. Notwithstanding the provisions elsewhere in this Article XI an Employee who is absent from work for a period of one hundred eighty (180) days or more for reasons other than a work related disability for which the Employee has been awarded Worker's Compensation shall be considered to have resigned from his employment as described in Section 5-A of this Article XI.

Section 9. The Company shall have the right to promote Employees provided that in making such promotions both seniority and ability to do the work shall be considered.

ARTICLE XII

HOURS OF WORK & OVERTIME

Section 1. Eight (8) hours shall constitute a basic day's work and forty (40) hours a basic week's work. However, this Section 1 does not in any manner guarantee the number of hours an Employee shall work, neither does it limit the number of hours he or she may be required to work.
Section 2. Employees who work in excess of forty (40) hours in any one (1) work week shall be paid at the rate of time-and-one-half (1-1/2) their regular rate of pay for such overtime hours.

Section 3. Pay for overtime hours worked and/or work on a holiday shall not be duplicated, pyramided or counted again for the purpose of computing overtime pay.

Section 4. All overtime must be authorized by the Company.

Section 5. All Employees are employed with the understanding that they must work overtime and shifts or hours for which they are not normally scheduled and on holidays—unless permitted by the Company to be off—("Overtime") when it is required by the Company to meet the Company's commitments to its customers. Such Overtime work will be offered first (1st) to the most senior Employee available, and then to the second (2nd) most senior, etc., until an appropriately qualified Employee (in the company's sole judgment) accepts the Overtime assignment; however, if no volunteer is so obtained, the Company may direct the least senior available and qualified Employee (in ascending order if more than one (1) Employee is required) to work the required Overtime. A refusal by an Employee to comply with such direction shall be cause for discipline, including discharge.

Section 6. Employees not promptly relieved at the end of their assigned shifts shall remain at their posts so as to permit the Company to obtain coverage and to avoid leaving a work station unmanned or the facility undermanned.

Section 7. Employees are required to report for work and "punch in" ten (10) minutes before their nominal shift starting time and "punch out" no later than twenty (20) minutes after the nominal end of their shift ending time unless authorized by Management to do otherwise.

Section 8. Employees shall be allowed a lunch period. A lunch period shall not be counted as part of the work day. The Company shall endeavor to provide lunch relief no earlier than three (3) hours and not later than six (6) hours after the Employee commences work.

Section 9. The Company reserves the right to take immediate disciplinary action where an Employee, who is scheduled to work fails to report for his tour of duty without sufficient excuse and/or shall have failed to notify the company that he is not reporting to work.

Section 10. In the event an Employee leaves his work and/or work station early, or leaves prior to being properly relieved pursuant to Section 6 of this Article XII, or leaves after having been directed by the Company to continue working, the Employee will be clocked out at the time of departure and will be subject to disciplinary action including discharge unless any such early leaving was previously authorized by Management.

Section 11. The parties understand that the efficient operation of the Company's business may normally require that the work be divided into different shifts, which may be designated as morning, afternoon and night shifts, or other appropriate shifts as specified by the Company. As recognized by Articles I and IX hereof, the Company utilizes, or may utilize, the services of Part-time Employees and Casual employees, the parties recognize that it is possible for the work hours of any Employee to vary as to the shift worked, and for the hours of any Employee to overlap between shifts or to encompass less than a complete shift. The parties agree that this understanding and recognition in no way shall limit the Management Prerogatives set forth in Article II hereof.

ARTICLE XIII

PAY PERIOD AND PAYROLL DEDUCTIONS

Section 1. Employees shall be paid every Thursday for the weekly period ending the prior Wednesday at midnight or according to the Company's standard payroll schedule subject to change from time to time at the Company's sole discretion.

Section 2. No deductions shall be made from the paycheck of any Employee without the written consent of the Employee, other than those deductions required by law and as provided in this Agreement.

ARTICLE XIV

WAGE RATES

Section 1. Wage rates are set out in Appendix "A" attached hereto and are made a part of this Agreement. Wages, as specified, are considered minimum and shall not be construed to interfere with Employees receiving higher than the prevailing scale.

Section 2. It is the intent of the parties hereto that the duties of Employees, as set forth in Section 4 of Article IX hereof, include but are not limited to those as set forth therein. It is recognized that from time to time, an Employee may be required to perform some of the functions and duties of a higher or lower paid category Employee. In this situation such higher or lower paid category Employee shall be paid at his or her regular rate of pay unless such Employee is permanently transferred to a different category as provided in Section 2 of Article II, of this Agreement.

Section 3. The Company has the exclusive right to pay any Employee additional remuneration over and above the established rate of pay for his classification and/or length of service. However, nothing contained herein shall require the company to continue to pay any employee above said established rate of pay, the continuation of such additional remuneration being at the sole and continuing option of the company. Any decision by the Company to discontinue the payment of additional remuneration to any Employee shall not be subject to the grievance-arbitration provisions of Article XVII hereof.

ARTICLE XV

HOLIDAYS

Section 1. All Full-time Employees who have completed their probationary periods shall receive the following seven (7) holidays with pay provided they have worked on their last scheduled work day prior to the holiday and their first (1st) scheduled work day after the holiday:

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Floating Personal Holiday (after one year of employment) – Thirty (30) days notice must be given prior to Holiday being taken

Section 2. An Employee scheduled to work on a paid holiday who fails to report to work shall not receive holiday pay and shall be subject to disciplinary action up to and including discharge. A Full-time Employee who does not work upon such day, subject to the provisions hereinabove, shall receive eight (8) hours pay. Any Full-time Employee who works upon such day shall be entitled to be paid for such work at his then current rate of pay in addition to the holiday pay provided above, subject to the provisions of Section 1 of this Article XV.

Section 3. Part-time Employees who have completed their probationary periods of employment shall receive holiday pay for the holidays specified in Section 1 of this Article XV only if they work on the holiday. In the event that a Part-time Employee does work on a holiday specified in Section 1 of this Article XV, he shall be paid for such work at his then current rate of pay plus holiday pay for the number of hours he worked on the holiday up to a maximum of eight (8) hours holiday pay. Part-time Employees shall not be entitled to holiday pay for work on their Birthdays.

Section 4. When one (1) of the holidays specified hereinabove falls within an eligible Full-time Employee's approved vacation period, the Employee shall receive holiday pay for such holiday provided the Employee works the last scheduled work day prior to his vacation and the first (1st) scheduled work day following his vacation.

Section 5. An Employee on a leave of absence granted pursuant to Article VII hereof shall not be entitled to holiday pay for any holiday(s) which occur during such leave of absence.

Section 6. In the event a conflict develops concerning the holiday schedule, the Company will seek volunteers. If the number of qualified Employees (in the company's sole judgment) is insufficient to fill the Company's needs on a voluntary basis, the least senior qualified Employee(s) (in the Company's sole judgment) will be required to work.

ARTICLE XVI

VACATION/SICK LEAVE/BEREAVEMENT /JURY DUTY

Section 1. Vacations with pay shall be earned on the following basis:

A) Full-time Employees who have completed one (1) full year of continuous service with the Company from the most recent date of their employment shall receive one (1) work period's vacation with forty (40) hours pay; Full-time Employees who have completed two (2) full years of continuous service with the Company from the most recent date of their employment shall receive two (2) work periods' vacation with eighty (80) hours pay. Full-time Employees who have completed ten (10) years of continuous service with the Company from their most recent date of employment shall receive three (3) work period's vacation with one hundred twenty (120) hours pay.

B) Part-time and Casual employees shall receive proportional vacations with pay which shall be computed by dividing the lower of the hours the part-time Employee or Casual employee is regularly scheduled to work or the number of hours he actually works by 40 hours and multiplying the result by the vacation entitlement of a Full-time Employee.

C) Vacation pay shall be based on forty (40) hours per week or the number of hours regularly worked weekly by each eligible Employee, whichever is less, and at the Employee's straight time rate of pay.

D) Vacations shall be granted between January 1st and December 31sth each calendar year or at such other times as the Company may deem to be convenient (in the Company's sole judgment). Selection of vacations shall be made with the approval of the Company giving due recognition to seniority. Employees shall submit written requests for vacation dates at least sixty (60) days prior to the date(s) requested, and the Company must respond within ten (10) days. Those eligible Employees who fail to submit vacation requests within sixty (60) days following their anniversary date of employment may be assigned a vacation date by the Company. Except for emergencies of a serious nature that can be substantiated, no changes shall be made in the scheduled vacation of an Employee within thirty (30) days of the date an Employee is scheduled to go on vacation.

E) The Company reserves the right to change vacation dates in those cases where the efficient operation of its business so requires.

F) The number of Employees granted vacation at any one (1) time shall be determined solely by the Company.

G) Vacations shall be paid in cash prior to the eligible Employee's stated leave.

H) Vacations may not be postponed from one (1) year to another and made accumulative. Except as otherwise provided herein an Employee shall take his vacation during the anniversary year following that during which it was earned. Vacations and vacation pay not taken as provided herein shall be forfeited by the Employee.

I) A vacation period may not be waived and extra pay received for work during the period without the approval of the Company.

J) Employees separated from service prior to the completion of their first (1st) full year of employment from their most recent date of employment shall not be entitled to any vacation pay.

K) Employees separated from service who have completed at least one (1) full year of employment and who, since their last anniversary date of employment, have worked: at least eleven (11) full months shall receive full vacation pay; at least ten (10) months and less than eleven (11) full months shall receive five-sixths (5/6) vacation pay; at least nine (9) months and less than ten (10) full months shall receive three-fourths (3/4) vacation pay; less than nine (9) full months shall not receive any vacation pay.

Section 2. Sick leave entitlement with pay shall be earned as follows:

(I) Full-time Employees who have completed their day probationary periods shall be entitled to three (3) days paid sick leave during their first (1st) full year of employment which shall be earned at the rate of one (1) day for each three (3) full months of employment following completion of their probationary employment. There shall be no sick leave earned during the period of probationary employment.

(J) After completing one (1) full year of employment from his most recent date of employment a Full-time Employee shall earn sick leave at the rate of one (1) day for each three (3) full months of employment since his most recent anniversary date of employment up to a maximum of four (4) days paid sick leave per year.

(K) Part-time Employees and Casual employees shall not earn paid sick leave.

(L) Earned sick leave with pay shall be granted to eligible Employees when they are incapacitated for the performance of their duties because of sickness or injury.

(M) The Company reserves the right in all cases of illness, or reported illness, to require examination of the Employee by a reputable physician of its own employ or selection. Abuse of sick leave privileges shall constitute grounds for disciplinary action including summary dismissal.

(N) Any eligible Employee not taking his earned paid sick leave shall be entitled to pay at the regular hourly rate in lieu thereof following the completion of an anniversary year of employment, or, at Company's option, shall be entitled to equivalent time off.

(O) Any Employee who, as of March 1, 2001, is currently entitled to a greater number of sick days than outlined in this Article XVI will continue to do so for the life of this Agreement provided he/she is remains working at his/her current location.

Section 3. Bereavement pay - When a Full-time Employee who has completed six (6) months of employment, is absent from work for the purposes of arranging for or attending the funeral of a member of his family, the company will pay him for eight (8) hours pay at his regular rate of pay for each day absent up to a maximum of three (3) consecutive scheduled work days, provided that:

(A) the Employee is on the active payroll on the date of the death of a member of his immediate family (as defined in this Section 3); and

(B) the Employee notifies his supervisor of his absence no later than the first (1st) day of such absence: and

(C) the Employee, when requested, furnishes proof satisfactory to the Company of the death, his relationship to the deceased, the date of the funeral and the Employee's actual attendance at such funeral. In such event, and provided that Subsections A, B, and C of this Section 3 have been complied with, then:

(D) payment will be made for a day of absence, if such day is one (1) of the three (3) days either commencing with the day of such death or with the day immediately following the day of such death and on which the Employee would have worked had it not been for the absence; and

(E) no payment will be made for any day of absence which is later than the day of such funeral, except where the Employee attends the funeral at a location where the necessary time for travel extends the absence beyond the day of such funeral.

For the purposes of this Section 3, a member of his immediate family means only the Employee's spouse, child, mother or father. Part-time Employees and Casual employees shall not be entitled to bereavement pay.

Section 4. When a Full-time Employee who has completed at least one (1) year of employment since his most recent date of hire is called for jury duty, such Full-time Employee will be excused from work on the days he is required to appear in court. For any regularly scheduled working day on which the Full-time Employee serves on jury duty the Company shall make up the difference between his jury compensation and his regular day's pay up to a maximum of one (1) week. Part-time Employees and Casual employees shall not be entitled to jury duty compensation.

Any Employee who, as of March 1, 2001, is currently entitled to two (2) weeks jury duty pay will continue to do so for the life of this Agreement provided he/she is remains working at his/her current location

Section 5. Notwithstanding provisions to the contrary contained in this Agreement, any employee who resigns or otherwise leaves his employment without giving the Company at least two (2) calendar weeks' written notice of his intention to leave the Company's employ (which written notice may be given directly to the Company by the Employee or through the Union) shall not be entitled to payment for what otherwise would have been construed as accrued benefits (including but not limited to vacation, sick leave and holiday benefits). Such Employee shall, however be entitled to pay for all hours actually worked.

ARTICLE XVII

EMPLOYEE HEALTH & WELFARE PLAN/PENSION PLAN

Section 1. The Company shall, for each Full-time Employee, at its own expense, without any contribution on the part of the Employees, pay for the Teamsters Local 723 Health and Welfare coverage.

No Full-time employee shall wait more than 90 days from their date of hire for Health & Welfare Coverage. The initial eligibility for Teamsters Health & Welfare Fund of Northern New Jersey, Local 723 receives three consecutive full monthly contributions payment, there cannot be more than a 90 day waiting period for eligibility.

The following rates are composite rates that include Family coverage, Medical/Surgical, Dental, Optical and Prescription plan.

March 1, 2014	$495.00 per month
March 1, 2015	$520.00 per month

Section 2. There shall be no change in benefits provided by the Teamsters Local 723 Welfare Fund without the approval of Company, which approval shall not be unreasonably withheld or delayed. Company shall be provided, upon request, with actuarial reports and any other information pertinent to the Fund.

Section 3. In the event any State or Federal law shall require Company to provide benefits or contribute by taxes or otherwise toward the providing of benefits envisioned by this Article XVI then, and to that extent, the Company shall be relieved of its obligations hereunder.

Section 4. The Company will sign a Participation Agreement with the Teamster National 401K Savings and make the plan available to all to all members. After one year of service the employer agrees to contribute $.10 per hour into the account of individual employees with the Teamster National 401K Savings Plan.

ARTICLE XVIII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Any controversy, claim, dispute or grievance arising between the Company and the Union or any Employee, involving or concerning the meaning, interpretation, operation or application of any clause of this Agreement shall be settled in the following manner unless provided otherwise herein:

(A) Within two (2) working days after the occurrence of the event giving rise to the grievance, the Employee, with or without the assistance of the Shop Steward, may take it up with the immediate supervisor, who shall render a decision within one (1) working day; and, if not adjusted, then,

(B) Within five (5) days of the occurrence of the event giving rise to the grievance, the grievance shall be reduced to writing and signed by the aggrieved Employee and the Shop Steward, a copy being given to the Company's facility Manager & Supervisor; the Union representative and a representative designated by the Company shall discuss it; and if adjusted, then,

(C) Not later than ten (10) days after the occurrence of the event that gave rise to the grievance, and if steps (A) and (B) have been completed, either party may request such controversy, claim, dispute or grievance be submitted to arbitration as follows:

Within five (5) working days from the written request of either party to the other for arbitration, the parties shall negotiate upon the selection of an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during said time, then either party may, upon written notice to the other, request the State of New Jersey Board of Mediation to designate an arbitrator in accordance with their rules, whose decision in the matter, if made in accordance with this Agreement and the applicable State and Federal laws and judicial interpretations, shall be final and binding on the parties. The compensation of the arbitration, exclusive of counsel fees and expenses of witnesses, are to be shared equally by the Union and the Company.

(D) Any grievance, controversy, dispute or claim not submitted according to the foregoing procedure shall be foreclosed for all contractual and legal purposes.

(E) In the event final disposition of any grievance takes more than thirty (30) days from the day of occurrence, and any arbitral award is issued providing for back wages, an Employee involved shall never be entitled to an amount exceeding the amount of straight-time pay the Employee would have earned had he worked his regular schedule during the thirty (30) calendar days immediately following the date of the occurrence of the grievance. The parties agree that they shall not unduly delay disposition of any dispute or grievance under this provision.

(F) No Employee shall be entitled to use the grievance procedure until he has completed his required probationary period of employment and even then no Employee shall be entitled to use the grievance procedure with reference to any matter which occurred prior to the completion of said probationary period of employment.

(G) Time limits set in this Article XVIII shall not include Saturdays, Sundays, or paid holidays.

(H) Nothing herein shall preclude the earlier settlement of any grievance directly by agreement between representatives of the Company and the Union.

(I) The arbitrator shall be limited to the particular dispute in question and shall be bound and governed by the provisions of this Agreement and restricted in its application to the facts of the grievance presented to him. The arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

Section 2. It is further understood and agreed by the parties hereto that when a grievance occurs, or it is alleged that there has been a violation of, or noncompliance with, any of the terms of this Agreement, there shall be no interference or restraint or countermanding of Company's directions by the Union or any of its representative (including the Shop Steward) or by the Employees; in addition, there shall be no refusal to comply with Company's directions or orders at any time; the Employees are to perform their duties as directed by the Company without interruption and the disputed matter shall be processed through the grievance procedure as set forth hereinabove.

Section 3. The grievance and arbitration procedure set forth in Section 1 of this Article XVIII shall be the sole and exclusive means for the determination of all disputes, complaints, controversies, claims or grievance whatsoever, including a claim based upon an alleged breach of this Agreement. Neither party hereto nor any individual employee shall institute any action or proceeding in a Court of Law or equity, State or Federal, or before an administrative tribunal, other than to compel arbitration, as provided in this Agreement, or with respect to the award of an arbitrator. This provision shall be a complete defense to and also grounds for a stay of any action or proceeding instituted contrary to this Agreement.

(A) Unless otherwise mutually agreed, all grievances and arbitration meeting shall be held outside regular hours of work.

(B) At any step in this grievance procedure, the Executive Board of the Union having jurisdiction of members involved shall have the final authority in respect to any aggrieved Employee covered by this Agreement to decline to process a grievance, complaint, difficulty or dispute further, if it is the judgment of the Executive Board of the Union that such grievance, complaint, difficulty or dispute lacks merit or lacks jurisdiction under the terms of this Agreement to the satisfaction of the Union Executive board, such judgment shall be binding upon the Employees.

ARTICLE XIX

SEPARABILITY/LEGALITY OF PROVISIONS

Section 1. Should any provision or provisions of this Agreement or any applications thereof be or become unlawful by virtue of any Federal or State Law, or Executive Order of the President of the United States or Governor of the State of New Jersey, or pursuant to other applicable law, or by final adjudication of any court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified to bring the Agreement into compliance with the law, order, or final adjudication, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

ARTICLE XX

CONTINUITY OF OPERATIONS

Section 1. The Union hereby agrees that neither the Union or any of the Employees forming part of the Bargaining Unit covered by this Agreement shall, directly or indirectly, cause, permit, authorize, assist, aid, abet, counsel, encourage, or in any way engage, and/or participate in Strikes of any kind. For the purposes of this Agreement the term "Strike" shall include: a slow-down; sit-down; stay-in; walk-out; curtailment of work; interruption or stoppage of work; interference with work and/or production, or receipt or shipment of goods or materials; picketing of any of the Company's operations (whether in the New York City/New Jersey Metropolitan Area or elsewhere), customers or sources of supply; boycott; or any other kind of activity which interferes with and/or interrupts the Company's operations and activities; the members of the Union (the Employees) will continue to do their assigned work without interference or interruption.

Section 2. If any Strike occurs, or if any Employee or Employees violate the provisions of this Article XX, the Union agrees to disavow immediately and publicly, through its officers and representatives, any sponsorship and/or authorization of such Strike; to use all means to prevent and or terminate the conduct or continuation of such Strike; and to instruct its members to return to work immediately.

Section 3. Any Employee or Employees who violates the terms of this Article XX shall be subject to immediate discharge and/or replacement by the Company; such right of discharge and/or replacement shall not be subject to the Grievance/Arbitration provisions of this Agreement.

Section 4. The Company agrees that there will be no lockout during the term of this Agreement. The closing down of any location or any part thereof, or the curtailing of any operation for business reasons shall be the Company's sole prerogative and shall not be construed as a lock out.

Section 5. It is the essence of this Agreement that work shall continue without interruption throughout the term of this Agreement and until same shall have been renewed.

ARTICLE XXI

SUCCESSORSHIP

Section 1. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event that the operations covered by this Agreement are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation or use of rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof, and the specific provisions of this Agreement, including riders or other conditions, shall prevail. It is understood by this Section 1 that the parties hereto shall not use any leasing device to a third (3rd) party to evade this Agreement.

Section 2. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any party thereof to the extent the Company has knowledge of the identity of any such purchaser, transferor, lessee, or assignee. Such notice shall be in writing within thirty (30) days of the time the seller, transferor, or lessor executes a contract or transaction as herein described.

Section 3. In the event that there is a successor operation by a means other than as described in Section 1 of this Article XXI during the life of this contract, while such operation shall continue to be subject to the terms and conditions of this Agreement, the Union reserves the right to negotiate with the new employer for wages and fringe benefits.

Section 4. The Union likewise binds itself to hold this Article XXI in force to its termination, and agrees that no part of this Agreement shall be assigned to any labor organization other than that which is parties hereto, without the consent of the parties hereto.

ARTICLE XXII

SAFETY

Section 1. The Union and the Company agree that it is in the best interests of all personnel to maintain a safe and healthy work place and to observe all safety requirements.

Section 2. Violations of established safety policies and procedures shall be grounds for disciplinary action up to and including discharge.

ARTICLE XXIII

IDENTIFICATION BADGES/TIME CARDS

Section 1. Employees issued identification badges and/or forms for recording time worked (including but not limited to ("Time Cards") shall be responsible for same, and shall be required to "punch-in" and "punch-out" as required by the Company, (which, at a minimum, shall include: "punching-in" at the start of the Employee's shift; "punching-out" at the start of the Employee's lunch period; "punching-in" at the end of the Employee's lunch period; and "punching-out" at the end of the Employee's shift). Each Employee shall be required to sign his weekly time Card attesting to the accuracy of the time recorded thereon as having been time worked for which the Employee is entitled to be paid, and further attesting to the fact that the individual Employee has personally "punched-in" and "punched-out" his own Time Card. An Employee shall neither cause nor allow any other Employee or any other person to use his Time Card, or to record time on his Time Card; neither shall any Employee use any other Employee's Time Card or record time on the Time Card of another Employee or person.

Section 2. Violation of the provisions of this Article XXIII shall be grounds for immediate disciplinary action up to and including discharge.

ARTICLE XXIV

UNION REPRESENTATIVES

Section 1. A duly authorized officer, agent, or representative of the Union shall be admitted or have access to the locations covered by this Agreement at reasonable times during regular business hours. However, such Union official shall not interfere with the operations of the Company, and shall notify the Management of his presence and purpose of his visit immediately upon entering the premises.

ARTICLE XXV

COOPERATION

Section 1. Upon request, the Union agrees to cooperate with the Company in matters involving governmental rules and regulations where they affect the business of the Company, its ability to provide employment, and to pay the wage scale and benefits agreed upon.

ARTICLE XXVI

COMPLETE AGREEMENT

Section 1. The parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining area and that all decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement. Therefore, it is agreed that the items herein set forth contain the complete Agreement between the parties for the term of this Agreement. The right to present any demands or proposals on any matter, whether or not discussed during the negotiations which led to this Agreement, are hereby waived by the Company and the Union for the term of this Agreement. However, nothing in this clause precludes the parties from making changes in this Agreement by mutual consent upon written request by one (1) party and written acceptance by the other party.

Section 2. The waiver by either party of any provision or requirement of this Agreement shall not be deemed a waiver of such provision or requirement for the future or in the past, and shall not constitute a modification of this Agreement unless such provision or requirement is reduced to writing and signed by the parties to this Agreement. An arbitrator shall have no authority to determine or consider that this provision has been waived.

Section 3. No agent or representative of either party has the authority to make, and the parties hereto shall neither be bound by nor liable for, any statement, representation, promise, inducement or agreement not set forth herein.

ARTICLE XXVII

DURATION AND AMENDMENT

This Agreement shall be effective January 1, 2014 and shall remain in full force and effect to and including February 28, 2016 and shall continue thereafter in full force and effect from year to year in the absence of a notice to terminate or amend this Agreement, as hereinafter provided. In the event either party wishes to terminate or amend the Agreement, notice shall be given by either party to the other of such desire to terminate or amend, in writing, sixty (60) days prior to its expiration date or yearly extended date. If notice to amend or terminate is given, the Agreement shall remain in full force and effect until a new agreement is reached or until the expiration of a subsequent (10) day notice to terminate which must be given by either party to the other party before this Agreement may terminate.

IN WITNESS WHEREOF, the parties hereto have subscribed their hands and seals to this Agreement as of the day and year first above written.

UNION:
LOCAL 641 AN AFFILIATE OF INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA

By: BA
Date: 5/21/14

EMPLOYER:
STANDARD PARKING CORPORATION

By:
Date: 6/26/14

Appendix "A"

MINIMUM WAGE SCHEDULES

Section 1.

(A) Minimum hourly rates of pay for all Full-time Employees shall be based on an Employee's employment classification and length of employment and shall be as follows:

Employees hired on or after January 1, 2014:	
Start	$ 8.25 per hour
After 60 days of employment	$ 8.60 per hour

(B) Notwithstanding the above, Employees with 60 or more days of employment as of the dates below shall receive the following increases in their hourly rate of pay:

March 1, 2014	$ 0.35
March 1, 2015	$ 0.35

Section 2. Minimum rates of pay for Part-time employees shall be the then current minimum wage for the term of this agreement.

Section 3. For the purposes of implementing wage-increases pursuant to this Appendix "A", in the event that the date on which an Employee is entitled to receive an increase ("Entitlement Date") does not coincide with the first (1st) day of a payroll period, said increase shall be made effective as of the first (1st) day of the payroll period next following said Entitlement Date.