

**AGREEMENT**

**BETWEEN**

**TEAMSTERS TRUCK DRIVERS UNION,  
LOCAL NO. 407**

**AND**

**SP + Corporation**

**FOR THE PERIOD OF**

**JANUARY 1, 2016 THROUGH DECEMBER 31, 2020**

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## PREAMBLE

This Agreement is made and entered into this 1<sup>st</sup> day of January, 2016, between SP + Corp., Cleveland Rental Car Shuttle, and Employee Lots (hereinafter called the "Employer") and Teamsters Truck Drivers Union Local 407, affiliated with the International Brotherhood of Teamsters, (hereinafter called the "Union").

## ARTICLE 1 PURPOSE

The purpose of this Agreement is to establish and maintain harmony and cooperation between the Employer and the employees covered hereunder by setting forth the complete understanding between the "Employer" and the Union with respect to wages, hours and other terms and conditions of employment of such employees and providing an orderly procedure for the prompt and fair disposition of any grievances of problems that might arise and thereby to assure the efficient and uninterrupted operation.

## ARTICLE 2 RECOGNITION

Section 1. - The Company recognizes the Union as the exclusive collective bargaining representative of all full-time and part-time drivers, employed by Employer but shall exclude office/clerical employees, supervisory employees and all other employees as defined by the NLRB Act of 1947 as amended.

Section 2. - Unless clearly indicated otherwise, the term "employee" as used in this Agreement means only a person employed by the Employer in the bargaining unit described in the preceding Section.

## ARTICLE 3 UNION SECURITY

Section 1 - It shall either be a condition of employment that all employees covered by this Agreement, on the effective date of this Agreement, shall be members of the Union in good standing or become non-member financial core fee payers. If an employee elects to become a non-member financial core fee payer he shall be required to pay that portion of all fees and dues necessary to performing the duties of your exclusive bargaining representative in dealing with employers on labor-management issues, including all fees and dues that are germane to collective bargaining, contract administration and grievance processing. Those employees who are not members on the 31<sup>st</sup> day following the effective date of this Agreement, shall become and remain either members of the Union in good standing or nonmember financial core fee payers and pay monthly dues, initiation fees and uniformly-levied assessments of the Union or a non-member financial core fee and an initiation fee established by the Union.

Section 2 - It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall on the 31<sup>st</sup> day following the beginning of such employment pay monthly dues, initiation fees, and uniformly-levied assessments of the Union or a non-member financial core fee and an initiation fee established by the Union.

Section 3 – Employees who fail to pay the uniform dues and initiation fees of the Union or the established financial core fee and any applicable initiation fee and who are 31 calendar days in arrears in the payment of dues or fees, upon written certification of this fact from the Union to the Employer shall be terminated.

#### **ARTICLE 4** **HOLIDAYS**

Section 1 – The following days shall be recognized as paid holidays at the regular hourly rate under this Agreement:

New Years Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
Martin Luther King Day

Section 2 – Any holiday worked by an employee will be paid at two and one half (2 ½) times the hourly rate. Which is 1 ½ times plus holiday pay.

Section 3 – If a holiday falls within an employee's scheduled vacation, such employee if otherwise eligible, shall at his/her option be paid in addition to his/her vacation pay or granted an additional day of vacation.

Regular full-time employees who do not work on the holiday shall be paid straight time pay for the holiday, provided they work the scheduled hours the day prior to and the scheduled hours the day following the holiday.

A separate Holiday schedule will be posted for seniority and availability. Holidays will be posted and offered by seniority for premium pay. However, if list is not filled employees will be forced from the lowest senior person.

Section 4 – If employee signs up to work the holiday and then calls off, he or she will not receive holiday pay unless he or she proves that a bona-fide emergency or illness existed.

#### **ARTICLE 5** **PROBATIONARY PERIOD**

Employees shall be on probation for the first sixty (60) workdays of employment. Employees during said period may be terminated at the discretion of the Employer without resources of the grievance procedure.

#### **ARTICLE 6** **FUNERAL LEAVE**

Funeral leave of up to three (3) days of paid leave will be granted to regular full time employees in case of death of an immediate family member. Up to five (5) days of leave will be granted, three (3) days of which will be paid in case a death occurs out of state. The above applies to all members who have completed their probationary period. Leave will be granted, but unpaid during probationary period. Part-timers will be granted up to

three (3) days of pay if they have lost time due to funeral leave for immediate family members. Immediate family member is described as parent, husband, wife, child, brother, sister, grandmother, grandfather, mother/father-in-law, grandchildren, current stepfather/stepmother and common law marriages.

## ARTICLE 7 LAY-OFF RECALL

Section 1 – When the Employer determines that lay-offs are necessary, employees will be laid-off in accordance with their overall seniority in reverse order. Company will give seven (7) days notice if possible.

Section 2 – Employees who are laid-off shall be placed on recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the reverse order of their lay-off.

Section 3 – Employees who are eligible for recall shall be given seven (7) calendar days prior notice, to return to work. The notice shall be sent to the employee by certified or registered mail to the employee's last known mailing address according to its records.

Section 4 – The employees must notify the employer of his/her intention to return on the scheduled date via certified or registered mail, within five (5) days after receiving notice of recall. Failure to respond to the recall notice or refusal to accept the recall will result in removal from the recall list.

## ARTICLE 8 WORK PRESERVATION

Section 1 – For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no operation, work, or services of a common nature or type covered by, or presently performed by, or hereafter assigned to employees in the collective bargaining unit will not be subcontracted, transferred, leased, diverted, assigned or conveyed in full or in part by the Employer to any other plant, business, person or non-unit employees or to any other mode of operation.

Section 2 – In addition, the Employer agrees that it will not subcontract or divert the work presently performed by, or hereafter assigned to the bargaining unit employees to any other business entities, non-unit employees, or other personnel owned and/or controlled by Employer, its parent, its subsidiaries, or its affiliates or otherwise inhibit the natural growth of the bargaining unit. With respect to maintenance, an outside agency will be responsible. Employees may be responsible to perform routine vehicle inspections such as adding fluids and other minor duties.

Section 3 – If the Company creates new classifications within the bargaining unit, such classifications would be subject to negotiations regarding pay rates and benefits.

## ARTICLE 9 CHECK-OFF

Section 1 – Upon receipt of a written authorization voluntarily submitted by an employee, the Employer will deduct from the wages of each such employee who is a member of the Union or a non-member financial core fee payer, the applicable periodic dues and

initiation fees required as a condition of being a non-member financial core fee payer, respectively. Such written authorization shall be on forms supplied by the Union, and the Employer shall specify on them the hourly rate paid to each bargaining unit employee shown. The deductions for dues provided for hereunder shall be made on the first pay period of every month, and the deduction for initiation fees shall be made in successive installments of \$25.00 a piece. Amounts deducted from the wages of employees shall be forwarded to the Union within ten (10) working days from the date of deduction.

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Employer in the administration of this Article.

However, the Union shall not be liable for and shall not indemnify the Employer for errors or omissions caused by the Employers.

## **ARTICLE 10** **UNION REPRESENTATIVES**

Section 1 – The Employer agrees that accredited representatives of the Union may enter the premises for the purpose of investigating grievances and ascertaining whether the Employer is in compliance with the provisions of this Agreement. The Union agrees to notify management of arrival and departure.

Section 2 – The Union agrees that such activities of the Union's representatives shall not interfere with the normal work duties of employees except to the extent otherwise authorized in this Agreement.

Section 3 – Grievance meetings and disciplinary conferences shall be scheduled at times mutually agreed to by the Employer and Union Representatives.

Section 4 – The Employer recognizes the right of the Union to designate one (1) Steward and one (1) Alternate Steward.

Section 5 – The authority of the stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1) The investigation and presentation of grievance in accordance with the provisions of the Agreement as determined by the Union; and the Employer.

2) The transmission of such messages and information which shall originate with and are authorized by the Union or its officers or the bargaining unit employees.

Section 6 – Stewards shall suffer no loss of pay when, during their regularly scheduled working hours, they attend a grievance meeting or disciplinary hearing or consult with a representative of the Employer about Union business. However, time spent by the stewards during non-working hours shall not be compensable or considered time worked. Stewards are still required to respond to emergencies, which may arise during such meetings or hearings. Any time spent by stewards in any grievance meetings or disciplinary conferences during working hours and for which stewards receive their usual pay shall be counted as hours worked for the purpose of calculating entitlement to overtime and for the accrual of vacation leave.

Section 7 – The stewards have no authority to take strike action or any other action interrupting the Employer operations except as are lawful, in accordance with the provisions of this Agreement, and authorized by official action of the Union.

Section 8 – All meetings or hearings held in regard to disciplinary actions and which an employee is required to attend will be held during the employee's regularly scheduled working hours whenever possible. If such meeting or hearing is held outside of an employee's regularly schedule working hours, the employee shall be compensated for the time he or she has been at the meeting or hearing at his or her regularly hourly rate. Any hours spent at such meetings or hearings shall be included in computing overtime for that employee.

Section 9 – Stewards shall obtain prior approval of their supervisor before leaving their work for the purpose of investigating grievances and will report back to their supervisor directly upon completion of such duties. Unreasonable time consumed by stewards handling Union matters shall not be subject to compensation by the Employer. Upon obtaining written releases from bargaining unit employees, stewards will be permitted to have access to the employee's medical file for the purpose of investigating and presenting a grievance. A separate release must be obtained for each occasion.

## **ARTICLE 11** **BULLETIN BOARDS**

Section 1 – The Employer shall provide one Union bulletin board in the employees' break room. However, the board will be placed at a location mutually agreed upon by the representative and the Union's representative. The size of this bulletin board shall be, at a minimum of three feet by four feet. The Company and the Union agreed to split the cost of an encased bulletin board.

Section 2 – All notices on the board shall be posted by the stewards or a designated officer of Union. Union notices relating to the following may be posted without the employer's prior approval: 1) union recreational and social affairs; 2) union newsletter; 3)

notice of union meetings, appointments, and elections; 4) results of union elections; 5) reports of non-political standing committees and independent, non-political arms of the union; 6) non-political publications, rulings, or policies of the union.

Section 3 – No material may be posted on a Union bulletin board if it contains any of the following: 1) personal attacks upon any employee; and 2) any comment, statement, or publication regarding any candidate for public office or any political issue.

## **ARTICLE 12** **PERSONAL DAYS**

Section 1 – Each regular full-time employee covered by this Agreement shall be entitled to one (1) unpaid personal day, and two paid personal days each calendar year. 48-hour notice of prior approval when possible. Employees will be paid for two (2) sick days every year, which can be cashed out if not used at the end of the year, and payable the following January.

Section 2 - After one (1) year of service, each part time employee will be provided one (1) day of paid sick leave equal to the number of hours the employee is regularly scheduled to work. Following one year of service, the employee's sick day will be credited on January 1 of each year. Unused paid sick leave cannot be carried over from year-to-year or cashed out at year's end.

**ARTICLE 13**  
**JURY DUTY**

Whenever an employee is selected for jury duty, he/she is to inform management immediately upon such notification. All employees selected for jury duty will be paid the difference between the amount received as a juror and the amount they would normally receive for a regular scheduled shift.

Employees must make themselves available for work within their regular work schedule when not occupied with the jury duty to be eligible for jury duty compensation.

**ARTICLE 14**  
**VACATIONS**

Section 1 – Regular full time employees shall be granted vacation with pay based upon their years of continuous service with Standard Parking in accordance with the following schedule:

<b>YEARS OF CONTINUOUS SERVICE</b>	<b>NUMBER OF VACATION DAYS</b>
1 but less than 2 years	5 workdays
2 but less than 8 years	10 workdays
8 but less than 20 years	15 workdays
Over 20 years	20 workdays

Part-time employees are not eligible for vacation.

Section 2 – A vacation sign-up sheet will be posted on December 1, of each year. By January 31 the final vacation schedule will be posted in a designated area for that year, and remain posted in plain view of all employees, until the following December. Management will approve vacation requests by seniority during the sign-up period. Any vacations taken outside of the sign-up period will be on a first come first serve basis and will not be paid in advance unless two (2) weeks notice is given.

Section 2a – Vacation schedules must be approved by management in advance. Trading vacation dates must be requested in writing by both parties and approved by management. Also, overlapping vacations by two (2) members or more must be approved by management. There will be not carryovers of vacations from one year to the other and no pay in lieu of vacations.

Section 3 – Vacations as far as practical will be granted at times desired by employees. However, the final decision will be made by the company, in order to insure an orderly operation.

Section 4 – All vacation allowances will be paid during the time during which vacation is taken unless an employee otherwise requests to be paid in advance.



Section 5 – All vacation that has been earned by an employee will be paid in cases of resignation or death, except that an employee terminated prior to twelve (12) months of employment will not be paid for any vacation.

Section 6 – One week of vacation may be taken one day at a time with 72 hours advance notice and management approval.

## **ARTICLE 15** **HEALTH AND WELFARE**

Section 1 – Employees who regularly work 30 or more hours per week shall be eligible to participate in the Company's group health insurance Blue Cross/Blue Shield plan on the first of the month following 60 days of employment.

Section 2 – Effective January 1 of each year of this Agreement, employees shall contribute 10% of the annual premium for single coverage under this plan. All contributions shall be made by payroll deduction on a bi-weekly basis over the year.

Section 3 – "Beginning January 1, 2014, and thereafter, any group health insurance premium increase over 3% annually shall be paid and split equally between the Company and the employee".

Section 4 – "Should an employee select plus-one, or family coverage at any time during the term of this agreement, he/she shall pay the additional difference between the cost of single coverage and either of these plans".

## **ARTICLE 16** **401(K)**

"After one (1) year of continuous service, employees shall be eligible to participate in the Company's corporate 401(k) plan in accordance with all applicable rules for eligibility. It is understood that this is a corporate-wide plan and it may be changed or eliminated at any time if such change or elimination is made on a corporate-wide basis. The current plan matches employee contributions at the rate of \$.50 on the dollar to a maximum of 6% of the employee's annual company income".

## **ARTICLE 17** **PERSONNEL RECORDS**

Section 1 – Upon scheduling an appointment with management, an employee shall have the right to inspect his or her personnel records, in the presence of management. The employee may compile, date, and insert in said record a list of the documents he or she finds therein. The employee shall have the ability to rebut material in the file, and the Employer will have the rebuttal placed in the personnel file if so requested by the employee.

Section 2 – An employee may receive one (1) copy of material placed in his or her personnel records upon request, and the Employer shall not release materials in the personnel records without the written consent of the employee whose record is requested.

Section 3 – The personnel files of each employee shall be maintained at the Company's facility. Any file kept by the supervisor of any employee shall not contain any material that is not in the main personnel files.

Section 4 – Employees shall be provided with copies of any derogatory written material, signed and dated by management, within ten (10) days of when it is placed in the employee's personnel files. The employee shall be given an opportunity to initial and date the material, or to prepare a written response to be placed in the employees personnel file. Employees may file a grievance to challenge derogatory material he/she feels is unjustly contained in his/her file.

### **ARTICLE 18** **WORK RULES**

Section 1 – When existing work rules are changed or new work rules are established, the Union shall receive a copy of any change or new work rule no later than fifteen (15) days prior to the implementation of the proposed rule, when possible. The Union shall have the right to meet and confer with the Employer and to negotiate the impact and the implementation and application of the rule(s).

### **ARTICLE 19** **SEVERABILITY**

Section 1 – If any tribunal or court of competent jurisdiction finds any provision of this Agreement to be invalid, unlawful, or unenforceable, such provisions shall be of no further force and effect but the remainder of this Agreement shall remain in full force and effect.

Section 2 – The parties agree that should any provision of this Agreement be found invalid, unlawful, or unenforceable, they will meet at a mutually agreeable place and time within thirty (30) consecutive calendar days following the date of such finding to negotiate alternative language on the same subject matter.

### **ARTICLE 20** **VALID DRIVER'S LICENSE**

Section 1 – Employees whose jobs require them to drive must have a valid driver's license and DOT medical card. In the event an employee has his/her driver's license suspended or revoked or does not meet DOT medical standards, he/she must notify management prior to the start of their next scheduled shift. Failure to comply will subject the employee to disciplinary action up to and including discharge, subject to the grievance procedure. The Employer has the right to examine driver's licenses and DOT medical cards at any time.

**ARTICLE 21**  
**SUCCESSORSHIP**

Section 1 – This Agreement shall be binding upon the parties hereto, their Successorship, administrators, executors and assigns. In the event that the concessions are canceled, 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 shall prevail. It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this Agreement.

Section 2 – The Employer shall give notice of the existence of this Agreement to any purchaser, transfer, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing within thirty (30) days of the time the seller, transferee, or lessor executes a contract or transaction as herein described.

Section 3 – The Union likewise binds itself to hold this contract in force to its termination, and agrees that no part of this Agreement shall be assigned to any labor organization other than those which are parties hereto, without the consent of the parties hereto.

**ARTICLE 22**  
**NONDISCRIMINATION/SEXUAL HARASSMENT**

The Company has a continuing policy to not discriminate against any employee because of such employee's race, color, religion, sex, age, national origin, or because he or she is handicapped, a disabled veteran, or a veteran of the Vietnam era.

Sexual harassment of employees will not be tolerated, be it physical or verbal in nature.

Any reports of sexual harassment will be dealt with immediately and discipline may result up to and including discharge. Incidents of sexual harassment should be reported immediately to local management and to the Headquarters Human Resources Dept.

**ARTICLE 23**  
**SENIORITY**

Section 1 – Seniority shall be defined as a bargaining unit employee's uninterrupted length of continuous service with the Employer.

Section 2 – An employee shall have no company seniority during his/her probationary period; however, seniority shall become retroactive to the date of hire once the probationary period is completed.

Section 3 – Employees shall be classified as either regular full-time or part-time employees for purposes of seniority, and seniority will apply within each classification separately.

If a full-time employee desires to fill a vacancy in the part-time operation of the Company, such employee shall be permitted to bid on such vacancy. That employee shall then relinquish all rights pertaining to full-time status and shall assume part-time status solely, at the bottom of the part-time seniority list. If he returns to full-time status, he would return at the bottom of the full-time seniority list.

Part-time employees by seniority will be able to go up to full-time positions when they become available (at the bottom of the full-time seniority list). This includes employees who transfer from full-time to part-time and back to full-time. On call, employees shall not have seniority over regularly scheduled part-time employees.

Section 4 – Seniority shall be broken when an employee:

- A. Retires, quits, or resigns;
- B. Is discharged for just or proper cause;
- C. Is laid-off for a period of more than twelve (12) consecutive months;
- D. Fails to report to work when recalled from layoff within seven (7) calendar days from the date on which the Employer sends the employee notice by registered mail (to the employee's last known address as shown on the Employer's records) unless satisfactory excuse is shown.

Section 4 - If an employee transfers to Car Rental, the employee goes to the bottom of the seniority list for one year from the date of transfer. After one year at Car Rental the employee will have his/her seniority restored to accord with the employee's uninterrupted length of continuous service with the Employer.

## **ARTICLE 24** **MANAGEMENT RIGHTS**

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

Section 2 – The Employers Manager or Designee shall be permitted to perform bargaining unit work for training purposes and in times of emergencies.

Section 3 – The Union recognizes that the management of the Employer's business includes, but is not limited to, the assignment and direction of the working force, the determination of the number of shifts, and qualifications of employees to be employed or retained by the Employer, the right to hire, suspend, discharge, discipline for just cause, promote demote, lay-off or transfer employees, to make operational improvements, and to maintain reasonable and proper discipline and efficiency in accordance with the provisions of this agreement.

Section 4 – Due to the nature of its business, the Employer shall have the right to require any employee to perform temporary work which he has not generally been performing. All employees must perform all such reasonable duties, assigned to them. The duties shall be offered down by seniority, and assigned up.

Section 5 – The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth, the Employer therefore retaining all rights not otherwise specifically covered by this Agreement.

Section 6- Issues not addressed in this Agreement will be referred to the Employee Handbook.

## **ARTICLE 25**

### **ACCIDENT/ON THE JOB INJURY/IMPAIRED PHYSICAL CAPACITY**

Section 1- Should any employee be involved in or cause an on-the-job accident of any nature, be it vehicular, personal or otherwise, or sustain an on-the-job injury or exhibit

reasonable suspicion of being under the influence of illegal drugs or alcohol, the Employer will require that employee to submit to an Employer-paid examination which will include both a drug and alcohol test according to Company policy. If the tests indicate the presence of an illegal level of drugs or alcohol, a first time offender who works in a non-safety sensitive position will be offered rehabilitation opportunity as defined in Section 2 below. An employee who works in a safety sensitive position whose tests indicate the presence of an illegal level of drugs or alcohol will be ineligible to participate in rehabilitation and will be discharged. Employees who refuse to be examined and tested will be terminated.

Section 2 – In the event an employee is terminated under this Article, that employee will be given one (1) opportunity to undergo rehabilitation at the employee's expense. Employees must agree to enter a certified rehabilitation program within thirty (30) days after termination. Employer will provide employee with a list of certified rehabilitation facilities.

Section 3 – Upon presentation of proof of successful completion of a certified rehabilitation program, the employee will be rehired without loss of seniority and will return to his original schedule and shift. Any re-occurrence will result in termination.

Section 4 – Employees shall be subject to random drug testing as prescribed by the Department of Transportation.

Section 5 – Employees shall operate Company vehicles in a safe manner. The severity of discipline regarding accidents or misuse of vehicles or property will be based upon the severity of the accident, after a thorough investigation.

Section 6 – Willful destruction of employer's customer's, fellow employees, or public property may result in termination.

Section 7 – Employees shall be subject to immediate suspension and possible discharge for failure to care for any company equipment and property which is entrusted to them for their use.

Section 8 - The Employer will pay the cost of an employee's DOT medical card physical once every two years and so long as physical is performed by a Employer-selected doctor and will take place either at the Employer's facility or at an Advantage Health Care facility. An employee will reimburse the Employer if he or she resigns within six months of the physical.

## **ARTICLE 26** **GRIEVANCE PROCEDURE**

### Section 1 – Procedure

Should any grievance arise as to the interpretation of or alleged violation of this Agreement the employee or employees affected shall handle it in accordance with the following procedure. The employee has the right to have a Union Steward, Business Agent, or other bargaining unit employee present at disciplinary procedures. Time frames identified below may be extended upon mutual agreement of the parties.

Step 1 . The employee or employees affected shall take the matter up with the Employer within ten (10) working days of its known occurrence, either directly or through the representative of the Union, in an attempt to effect a satisfactory settlement. The records of the affected employee or employees will be made available at the time of the grievance hearing. All known facts and known records must be presented at the time of the first hearing. If no satisfactory settlement is reached:

Step 2. The dispute shall be referred to the representatives of the Union who shall endeavor to mediate a satisfactory settlement with the Employer or his authorized representative. Such meeting shall be held within ten (10) working days of the time the grievance was presented in Step 1. If no satisfactory settlement is reached:

Step 3. Time limits, specified in this procedure may be extended by written mutual agreement of the parties. The failure of the Company to comply with any time limit herein provided that all facts, information or other documentation were available or should have been available, will result in the automatic dismissal of any disciplinary action by the Company. Similarly, failure of the Union to comply with any time limits herein will result in the automatic dismissal of the grievance. The Company will cooperate fully with the Union to find methods to expedite the grievance procedure to the maximum extent practicable.

Section 2 – Grievance steps may be skipped, upon mutual written agreement of the parties.

Section 3 – Effect of Failure to Appeal

Any grievance shall be considered as settled on the basis of the last answer of the Employer if not appealed to the next step or to arbitration within the time limitation set forth herein.

Section 4 – Effect of Settlement

The disposition of any grievance at any step of the grievance procedure, or prior to the actual receipt of the decision of an arbitrator, by agreement between the Employer and the Union shall be final and binding upon the employee, employees or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the Employer and the Union shall be final and binding upon all employees and upon any person affected thereby.

## **ARTICLE 27** **ARBITRATION PROCEDURE**

Section 1 – Selection by Parties

In the event a grievance is submitted to arbitration, the parties will attempt to select an impartial arbitrator. If agreement on the impartial arbitrator cannot be reached within ten (10) days, the selection of an arbitrator shall be in accordance with Section 2. (Selection of Impartial Arbitrator)

Section 2 – Selection of Impartial Arbitrator

The parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial arbitrators. The Company shall strike one (1) name, from such list after which the Union shall strike one (1) name. The above procedure shall than be repeated until one (1) person remains on said list. The person remaining on said list shall serve as arbitrator.

Section 3 – Authority of Arbitrator

The arbitrator will then make his findings and render his decision to resolve the disagreement. The arbitrator shall not have jurisdiction to add to, modify, vary, change, or remove any terms of this Agreement or to determine that any provision of this agreement establishes an implied limitation upon the Employer which in not herein specifically set forth. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

Section 4 – Payment of Expense

The employer and the Union will share the fees and expenses of the Arbitrator.

Section 5 – Effect of Decision

The decision of the arbitrator shall be final and binding upon the Employer, the Union and the employees covered by this Agreement.

Section 6 - Retroactivity

All claims for back wages shall be limited to the amount agreed to by the Employer and the Union, or ordered by the Arbitrator, as the case may be, less any unemployment compensation or other compensation that the aggrieved employees may have received from any source during the period for which back pay is claimed. Employees who have been discharged or suspended shall have a duty to seek work so as to mitigate claims for back wages.

**ARTICLE 28**

**PROHIBITION OF STRIKES AND LOCKOUTS**

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 authorize, assist, encourage, or in any way engage or participate in strikes of any kind. For the purposes of this Agreement, the term “stike” shall include a slowdown, sit-down, walkout, curtailment of work, interruption or stoppage of work, interference with work or receipt of shipment of goods or materials, or picketing of any of the Company’s operations, and activities. If any strike occurs, or if any employee or employees violate the provisions of this Article, the Union agrees to immediately and publicly disavow, through its officers and representatives, any sponsorship and/or authorization of such strikes and to take measures to prevent or terminate the conduct or continuation of strikes, and to instruct its members to return to work immediately. The Union will also address a letter to the Employer notifying the Employer that the action of the Union members is unauthorized. Any employee or employees who violate the terms of the Article may be subject to immediate discharge by the Company.

Section 2 - The Employer agrees that there will be no lockout during the term of this Agreement.

Section 3 – Any action of the Employer in cessation of operations during a general strike, riot, or civil commotion for the protection of the facilities or property shall not be deemed a lockout.

Section 4- A complete or partial reduction of operations by the Employer for economic reasons compelling business reasons shall not be considered a lockout.

**ARTICLE 29**

**LEAVE OF ABSENCE**

Section 1 – The competitive nature of the business requires that employees be available for work at all times in order to meet business requirements. Therefore, leaves of absence shall not be considered, except in cases of extreme hardship or absolute as determined by Management. Any leave of absence will be without pay and benefits, and will be granted by Government regulations when applicable.

Section 2 – The Company may grant personal leaves of absence to employees who have satisfactorily completed one year of service providing the absence of the employee will

not adversely affect operations. Personal leaves of absence shall not exceed thirty (30) days. Personal leaves of absence shall be requested in writing and approved in writing, and any extensions must also be requested and approved in writing.

Section 3 – An employee on leave shall accumulate seniority during the period of an approved leave of absence and must return by the expiration date of the leave. If the leave exceeds thirty ((30) days, the employee may not necessarily return to his original classification and shift but shall be placed in either his previous classification and shift; or a comparable classification and shift, provided such a position is available. If such a position is not available, the employee will be eligible for the first comparable position available on any shift.

Section 4 – Employees who work for another employer during a leave of absence shall be terminated.

Section 5 – Leave of absence for non-medical reasons will not be granted in cases where such leave is requested at a point of termination for absenteeism.

### **ARTICLE 30** **UNIFORMS**

Section 1 – The Company will provide each employee with appropriate uniforms. The Company will also replace the uniforms as necessary. Employees are required to wear the prescribed uniform in the prescribed manner to present a neat, clean appearance at all times. The cleaning of uniforms is the responsibility of the employee, and the employee will be financially responsible for all uniforms lost, damaged (other than normal wear and tear) or not returned upon separation from the Company.

Section 2 – Unauthorized caps, hats or articles of clothing worn over the uniform is prohibited.

### **ARTICLE 31** **EMPLOYEE DEFINITIONS**

Section 1 – Regular full-time employees are defined as employees who are regularly scheduled a minimum of forty (40) hours per week. This does not, however, constitute a guarantee of the number of hours that an employee may work, nor does it constitute a limitation on the number of hours an employee may be required to work in such workweek.

Section 2 – Regular part-time employees are defined as employees who regularly work less than thirty-two (32) hours or less a workweek. Part-time employees may be asked to replace full-time shifts during periods of vacation or cases of emergency.

Section 3 - The Company will not create part-time positions in order to avoid the payment of benefits. The creation of part-time positions will be based upon operational necessity and efficiencies.

### **ARTICLE 32** **HOURS OF WORK AND OVERTIME**

Section 1 – Employees who work in excess of forty (40) hours in any one week shall



have these excess hours counted as overtime and these hours will be paid at the rate of one and one half (1 ½) times their regular rate. When computing overtime, it must be for any hours worked in excess of forty (40) hours in one week. Even if an employee is paid on a bi-weekly basis, overtime is determined separately, by law, for each week worked.

Section 2 – All overtime must be authorized by Management before it is worked. 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 3 – A forty (40) hour of full-time workweek may be assigned over any period, i.e. Monday through Friday, Tuesday through Saturday, etc.

Section 4 – When overtime work is available, it will be offered to the most senior person on the shift. If the most senior person refuses, then the remaining employees on the shift will be offered the time based upon seniority. If all employees refuse the offer, then the least senior full-time employee on duty within the classification will be required to work the overtime, and such overtime is mandatory.

### ARTICLE 33 DISCIPLINARY PROCEDURES

Section 1 - The Employer shall have the right to discharge or to discipline any employee for just cause.

Section 2 - The Employer and the Union have agreed to have published a written Company Regulations and Disciplinary Policy included herein as Appendix "A".

Section 3 – After an orientation upon hire, the signing of the Company Regulations and Disciplinary Policy herein as Appendix "A", by each employee, is a condition of employment or continued employment.

### ARTICLE 34 JOB POSTING AND BIDDING

Section 1 – In the case of new or vacant positions within the bargaining unit, the Company shall post the vacancy for a period of five (5) consecutive workdays.

Section 2 – Employees may bid on the shift, based upon seniority. In the event that new classifications are added (in addition to drivers), seniority will apply provided the employee has the necessary qualifications. Bids will be conducted, at a minimum, annually by September 1 of each year, based upon seniority.

Section 3 – Shift trades may be made with written management approval and 24 hours advance notice to a maximum of twelve (12) per year.

Section 4 – The Company reserves the right to post "flexible shifts" to best meet operational needs.

### ARTICLE 35 MISCELLANEOUS

#### LEAD DRIVER:

To ensure an efficient operation in the absence of a supervisor, a driver will be chosen by seniority during that shift and shall be designated lead driver. The lead driver's hourly wage will be adjusted \$1.00 to compensate for his added responsibilities.

DRIVER/HOSTLER:

In order to maintain the clean appearance of the fleet, one driver/hostler position will be posted for bid by seniority. This duty will be in conjunction with driving as the shift may demand, Driver/Hostler shall receive an additional .50 cent an hour. Must be physically qualified and have mechanical and maintenance experience.

ABSENTEEISM:

Absenteeism is defined as arriving for work one (1) hour late, leaving before the end of a shift without supervisor approval or calling off for any reason. Employees are asked to call the office at least four (4) hours prior to the start of their shift, but they are required to call the office two (2) hours prior to the start of their shift when possible.

There are "no excused absences" and associates who are absent for any reason as defined above during the calendar year will be subject to discipline as follows

1 to 6	Absence	No Action
7 <sup>th</sup>	Absence	1 <sup>st</sup> Written Warning
8 <sup>th</sup>	Absence	2 <sup>nd</sup> Written Warning
9 <sup>th</sup>	Absence	Final Warning
10 <sup>th</sup>	Absence	Termination

In the event of a doctor's appointments or family emergencies, each situation will be reviewed by case along with proper documentation. These absences "may" be excused upon management review. The Union reserves the right to file a grievance regarding discipline for absenteeism.

TARDINESS:

Tardiness is defined as not ready to work at the scheduled starting time or returning late from lunch or a break period. There is no "excused" tardiness and associates who are tardy for any reason as defined above during the calendar year will be subject to discipline as follows:

1 to 6	Tardys	No Action
7 <sup>th</sup>	Tardy	1 <sup>st</sup> Written Warning
8 <sup>th</sup>	Tardy	2 <sup>nd</sup> Written Warning
9 <sup>th</sup>	Tardy	Final Warning
10 <sup>th</sup>	Tardy	Termination

ARTICLE 36

WAGES

Section 1 – "Employees at the top of the scale shall receive increases as follows":

<u>EFFECTIVE</u>	<u>1-1-16</u>	<u>1-1-17</u>	<u>1-1-18</u>	<u>1-1-19</u>	<u>1-1-20</u>
	\$ .50	\$ .45	\$ .45	\$ .35	\$ .35

Section 2

PROGRESSION:

DRIVERS:

CSA:	Start.....	\$8.00
	After 6 mos.....	\$8.50
	After 12 mos.....	\$9.10
	After 18 mos.....	\$12.60

Section 3:

Car Rental	Start.....	\$10.00
	After 6 mos.....	\$10.50
	After 12 mos.....	\$11.00
	After 18 mos.....	\$12.50
	After 24 mos.....	\$13.50
	After 30 mos.....	\$14.50
	After 36 mos.....	Top Rate

**ARTICLE 37**  
**PAYROLL ERRORS**

Any payroll error resulting in insufficient payment of \$50.00 (fifty) or more, shall be paid on the next business day. Any error that is less than \$50.00 (fifty) will be paid on the next scheduled pay date.

**ARTICLE 38**

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/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) 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 that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

**ARTICLE 39**  
**DURATION, MODIFICATION AND TERMINATION**

This Agreement shall be effective and remain in full force and effect from January 1, 2016 through December 31, 2020 inclusive, and thereafter from year to year, provided that this Agreement will terminate at the expiration of the initial term of any renewal term if either party gives notice (written, certified) to the other of its desire for termination at least sixty (60) days before expiration date. And provided that if this Agreement is not so terminated and neither party gives written notice to the other of its desire to change or modify this Agreement at least sixty (60) days before any such expiration date, then this Agreement shall remain in full force and effect after such expiration date until a new Agreement (the terms of which shall be retroactive to such expiration date) has been negotiated and signed or until either party gives the other seven (7) days written notice of termination.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THEIR NAMES AT CLEVELAND, OHIO THIS 24 DAY OF JANUARY 2016.

**FOR THE UNION:**  
**TEAMSTERS TRUCK DRIVERS**  
**UNION, LOCAL NO. 407**

**FOR THE EMPLOYER:**  
**SP+ Corporation**

BY: 

BY: 

TITLE: President

TITLE: Executive Vice President - Airports

BY: 

BY: 

TITLE: SEC. TREAS

TITLE: SENIOR V.P.

**Side Letter of Agreement**

Teamsters Local #407 will agree to a letter of understanding and allow SP+ Corporation to operate this location.

**Addendum to Teamsters Truck Drivers Union Local 407 and SP+ Contract**

**River Edge Employee Shuttle(s) Wages**

Start	\$10.00
After 6 mos	10.25
After 12 mos	10.75
After 18 mos	11.60
After 24 mos	12.50
After 36 mos	Top Scale

- Current airport car rental shuttle drivers may transfer without loss and/or break of seniority.
- If and when driver(s) transfer back all seniority rights will prevail.
- If driver(s) are assigned to RREL\*from the Car Rental on a temporary/emergency basis, wages will not be reduced to new job classification.
- Current contract with union will be accepted in full; all new hires will be required to join Teamsters Local #407
- If an employee transfers to the RREL, their pay will be reflective of the new job classification.
- Lead driver will be able to perform operational directives as needed to guide workforce (i.e. fueling & lunches).
- Contract will be in effect until operation closes and or the end of current union contract with SP+ Corporation.

Employees that have completed progression shall receive the general wage increases in the SP+ Corporation contract effective January 1, 2016 to December 31, 2020.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THEIR NAMES AT CLEVELAND, OHIO THIS 26 DAY OF JANUARY 2016.

**FOR THE UNION:**  
**TEAMSTERS TRUCK DRIVERS**  
**UNION, LOCAL NO. 407**

BY: *Dennis Roberts 1/26/16*

TITLE: *President*

BY: *Paul Ryan*

TITLE: *Sec. TREAS.*

**FOR THE EMPLOYER:**  
**SP+ Corporation**

BY: *[Signature]*

TITLE: Executive Vice President - Airports

BY: *[Signature]*

TITLE: SENIOR V.P.

SP+ Corporation AND  
TEAMSTERS TRUCK DRIVERS UNION, LOCAL NO. 407  
SIDE LETTER OF AGREEMENT -  
BROWN LOT FACILITY

The parties, SP+ Corporation ("SP+ or "the Company") and Teamsters Truck Drivers Union, Local No. 407 ("Local 407" or "the Union") enter into this Side Letter of Agreement to update and amend their current collective bargaining agreement that has effective dates of January 1, 2016, through December 31, 2020. This Side Letter of Agreement is intended to address matters specific to the Company's new Brown Lot operation.

The parties agree as follows regarding the Brown Lot operation:

- Current airport car rental shuttle drivers may transfer to the Brown Lot operation on the basis of seniority without loss and/or break of seniority.
- If and when drivers transfer back to their original facility, all seniority rights will prevail.
- Driver's transferring from the Brown Lot to the Company's airport car rental shuttle operation will have a new seniority date (transfer date) on that seniority list. After serving one (1) year in that operation he/she may exercise total seniority for all purposes and his/her airport car rental shuttle operation seniority date will revert to the original date of hire.
- If drivers are assigned on a temporary/emergency basis to the Brown Lot their wages will not be reduced to the new job classification's rate. If an employee transfers to the Brown Lot, their wages will be reflective of the new job classification.
- The Union shall have the right to appoint a second elected steward for the 3 locations in accordance with Article 10, Section 4.
- Drivers at the Brown Lot operation will be paid starting at \$10.00 and in accordance with the River Edge MOU wage progression.
- All new hires at the Brown Lot will be required to comply with Article 3 of the contract.
- All other provisions of the current collective bargaining agreement between SP+ and Local 407 will be applied in full to the Brown Lot facility.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THEIR NAMES AT CLEVELAND, OHIO THIS 26 DAY OF JANUARY, 2016.

FOR THE UNION:  
TEAMSTERS TRUCK DRIVERS  
UNION, LOCAL NO. 407

BY: [Signature]

TITLE: President

BY: [Signature]

TITLE: Sec. Treas.

FOR THE EMPLOYER:  
SP+ Corporation

BY: [Signature]

TITLE: Executive Vice President - Airports

BY: [Signature]

TITLE: SENIOR V.P.

SIDE LETTER OF AGREEMENT

Management will notify employees thirty (30) days prior to a DOT physical.

SIDE LETTER OF AGREEMENT

Union will agree to a letter of understanding and also allow the company the use of flexible employee's provided the following order of call is established.

- a) Flexible employees can be used to cover immediate openings until such time that A bid can be put in place.
- b) Flexible employees can be used for vacation replacements and prior scheduled Days off.
- c) For daily call offs the following will apply:
  - i.) Employees regularly scheduled day off in line of seniority.
  - ii.) Flexible employees may work up to five consecutive days after which the assignment will be continued on a seniority basis.
  - iii.) Force seniority from the bottom up.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THEIR NAMES AT CLEVELAND, OHIO THIS 26 DAY OF JANUARY 2016.

FOR THE UNION:  
TEAMSTERS TRUCK DRIVERS  
UNION, LOCAL NO. 407

BY: Dennis [Signature] 1/26/16

TITLE: President

BY: [Signature]

TITLE: SEC. TREAS.

FOR THE EMPLOYER:  
SP+ Corporation

BY: [Signature]

TITLE: Executive Vice President - Airports

BY: [Signature]

TITLE: SENIOR V.P.

COMPANY REGULATIONS  
AND  
DISCIPLINARY POLICY

"The signing of "Company Regulations and Disciplinary Policy" by each employee is a condition of employment or continued employment."

A. It is the intent and desire of the company to provide good jobs, with a fair day's pay for a fair day's work, to maintain safe and proper working conditions; to treat all employees fairly without discrimination or favoritism; and to keep employees informed concerning what is expected of them. The following list, which is not intended to be all-inclusive, states some simple rules which apply to all employees:

1. Employees must clock in and be at their respective jobs and ready to begin work at their scheduled starting times. No employee shall clock in more than 5 minutes before his scheduled starting time.
2. No employee shall work overtime unless authorized by his/her supervisor.
3. An employee shall not leave his/her assigned work station or area without permission from his/her supervisor, except in the line of duty or in case of emergency.
4. Employees are expected to give their undivided attention to their work and perform a full day's work without loafing or horseplay.
5. No drugs or intoxicants will be permitted on the person of any employee and no employee will be permitted to work while under the influence of drugs or intoxicants.
6. Employees must notify the Company of any change of address or telephone number, either in person or by registered mail.
7. Employees must clock out when leaving for lunch period and clock in upon their return.
8. Employer identification badges, if issued, will be worn at all times while on duty and shall be visible on the outermost garment at chest level.



B. Progressive Disciplinary Procedures

The disciplinary procedure provides a systematic way of calling the attention of an employee to his/her violation of a rule, unsatisfactory performance, or unacceptable conduct, and of pointing out the consequences. The severity of disciplinary action will depend upon the nature of the offense, the past record of the employee, and the other circumstances involved. First warnings may be oral (but documented by the supervisor and placed in the employee's folder.) Severity may range from a warning to a disciplinary suspension or discharge. This policy shall be administered without regard to race, color, religion, sex, age or national origin.

SECTION 1. Except as specifically defined otherwise in the Collective Bargaining Agreement, offenses requiring disciplinary action that do not require immediate suspension or discharge will be subject to the following action:

<u>OFFENSE</u>	<u>CORRECTIVE ACTION</u>
First .....	Documented Verbal Warning
Second .....	First Written Warning
Third .....	Second Written Warning plus suspension (depending upon the severity of the offense)
Fourth .....	Discharge

All written warnings must be signed by the supervisor as well as the employee receiving the warning. If employee disagrees, he/she may indicate it on the warning but must still sign acknowledgment of receipt. If employee refuses to sign, Supervisors will indicate such and have the warning slip witnessed and signed by another individual.

SECTION 2.

Examples of offenses which warrant disciplinary action include, but are not limited, to the following:

- a) Operating equipment without authority;
- b) Violation of safety rules;
- c) Loafing; failing to attend to work or other abuse of time;
- d) Unsatisfactory work;
- e) Changing schedules without supervisor's approval;
- f) Failure to wear the prescribed uniform in the prescribed manner; failure to maintain a neat, clean appearance;
- g) Failure to maintain a neat, clean work area;

- h) Smoking in a posted "no smoking area";
- i) Use of carry-on radios in company vehicles; loud playing of radios or other types of sound equipment.

### SECTION 3.

Examples of offenses which warrant immediate suspension and/or discharge include, but are not limited to, the following:

- a) Dishonesty, or theft;
- b) Immoral conduct while on duty;
- c) Being under the influence of intoxicating beverages or narcotics while on duty;
- d) Drinking or using narcotics while on duty; possession of alcohol or narcotics on your person, or on airport or company property;
- e) Failure to immediately report any accident, or any loss or damage to customers', or company equipment or property;
- f) Failure to carry out reasonable instruction;
- g) Willful destruction of Employer's, customer's, fellow employee's or public property;
- h) Insubordination including a refusal to obey a reasonable direct order, swearing at Supervisors or Managers;
- i) Using Employer's vehicle for personal use without permission; carrying passengers or fellow employees in Company vehicles without permission;
- j) Falsification of records or employment applications;
- k) Sleeping on duty;
- l) Disorderly conduct, fighting, or attempting to fight on Employer's or customer's property or while on duty;
- m) Action on the part of any individual or group of employees to disrupt or intimidate fellow employees, or to interfere with normal and efficient operations or restricting, hindering, or otherwise limiting production, output, services;

- n) Being discourteous to customers;
- o) Gambling on Employer's or customer's property;
- p) Punching another employee's time card;
- q) Conviction of a felony while under the employ of Standard
- r) Unauthorized possession weapons;
- s) Swearing or use of abusive or obscene language to customers;
- t) Swearing or use of abusive language within earshot or proximity of customers;
- u) Sexual harassment of fellow employees, management, customers;
- v) Leaving work station or work area without supervisory approval;
- w) Any accident with a company vehicle exceeding \$2,500.00 where the Company driver is at fault;
- x) Three accidents with a Company vehicle within 180 day period where damage is less than \$1,000.00 per accident and the Company driver is at fault;
- y) No call – No show  
 First Offense.....up to five-day suspension  
 Second Offense.....termination
- z) No cell phone use while operating a Company vehicle.

SECTION 4 – Any combination of offenses resulting in two (2) written warnings within twelve (12) month period may justify a three-day suspension when the written warning for the second cause is issued. If a written warning is issued for third cause, there is justification for discharge.

SECTION 5 – A written warning will be considered as having served its purpose and, therefore, as having lapsed after a period of twelve (12) months from the date of its issue.

SECTION 6 – An employee suspended pending investigation, who is found to be unjustly charged as a result of the Company's investigation procedure shall be reinstated and paid for time lost.

