

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

IN THE MATTER OF

MILLENNIUM PARKING LLC

13-CA-46285

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, **HEREBY AGREE AS FOLLOWS:**

**POSTING OF NOTICE** — Upon approval of this Agreement and receipt of the Notices from the Region, which may include Notices in more than one language as deemed appropriate by the Regional Director, the Charged Party will post immediately in conspicuous places in and about its plant/office, including all places where notices to employees/members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice (and versions in other languages as deemed appropriate by the Regional Director) made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. In addition, the Charged Party shall post the attached Notice on any electronic bulletin boards, websites, or e-mail systems, and other electronic media where notices to employees/members are customarily posted. In the event this Agreement is in settlement of a charge against a union, the union will submit forthwith signed copies of said Notices to the Regional Director who will forward them to the employer whose employees are involved herein, for posting, the employer willing, in conspicuous places in and about the employer's plant where they shall be maintained for 60 consecutive days from the date of posting. Further, in the event that the charged union maintains such bulletin boards at the facility of the employer where the alleged unfair labor practices occurred, the union shall also post Notices on each such bulletin board during the posting period.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**BACKPAY**<sup>1</sup>. — Within 14 days from approval of this agreement the Charged Party will make whole the employee(s) named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee.

To Be Determined	\$0.00	Name	\$0.00
Name	\$0.00	Name	\$0.00

**NONCOMPLIANCE WITH SETTLEMENT AGREEMENT** — The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, including but not limited to, failure to make timely installment payments of moneys, and after 15 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by Charged Party, the Regional Director shall issue complaint in the instant case (or, if the Regional Director has withdrawn the complaint pursuant to the terms of this Settlement Agreement, the Regional Director shall reissue the complaint previously filed in the instant case). Thereafter, the General Counsel may file a motion for summary judgment with the Board on the allegations of the just issued complaint concerning the violations alleged therein. Charged Party understands and agrees that the allegations of the aforementioned complaint may be deemed to be true by the Board, that it will not contest the validity of any such allegations, and the Board may enter findings, conclusions of law, and an order on the allegations of the aforementioned complaint. On receipt of said motion for summary judgment the Board shall issue an Order requiring the Charged Party to Show Cause why said Motion of the General Counsel should not be granted. The only issue that may be raised in response to the Board's Order to Show Cause is whether Charged Party defaulted upon the terms of this settlement agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party, on all issues raised by the pleadings. The Board may then issue an Order providing full remedy for the violations found as is customary to remedy such violations, including but not limited to the provisions of this Settlement Agreement. The parties further agree that the Board Order and a U.S. Court of Appeals Judgment may be entered hereon ex parte.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above captioned case(s), and does not constitute a settlement of any other case(s) or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**REFUSAL TO ISSUE COMPLAINT** — In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this agreement),

<sup>1</sup> Interest will be computed in the manner set forth in *Kentucky River Medical Center*, 356 NLRB No. 8 (October 22, 2010).

and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement shall be null and void if the General Counsel does not sustain the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in this case, as well as any answer(s) filed in response.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY.**

Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes   *C*        No         
           Initials                      Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement, as modified by the Attachment, if any, the terms of which are expressly incorporated herein, shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt of the Charged Party of advice that no review has been requested or that the General Counsel has sustained the Regional Director.

**NOTIFICATION OF COMPLIANCE** — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in this case.

Charged Party MILLENIUM PARKING LLC		Charging Party TEAMSTERS LOCAL 727	
By: <i>[Signature]</i> Name and Title	Date 3-10-11	By: <i>[Signature]</i> Name and Title General Counsel	Date 3/10/11
Recommended By: <i>C. man (by 9m)</i> Board Agent	Date 3/21/2011	Approved By: <i>[Signature]</i> Regional Director	Date 3/21/11

**ATTACHMENT TO SETTLEMENT AGREEMENT**1. The specified paragraph(s) of the settlement agreement are amended to read as follows:

2. The specified paragraph(s) of the settlement agreement are amended as follows:

3. **Posting:** The Notice, in both English and Spanish, will be mailed to all of the unit employees and posted on a bulletin board where all State and Federal Notices are customarily posted at the office located at 406 N. Aberdeen Street in Chicago, Illinois.

4. **Backpay:** The Backpay paragraph of the settlement agreement is amended to read as follows:

The parties recognize that unit employees are entitled to backpay and acknowledge that the backpay is not subject to ready calculation. The parties further agree:

- 1) The Regional Director in accordance with established Board policy and procedures for such calculation will calculate the backpay plus interest. The Charged Party will identify all benefits and forms of compensation that the employees would have earned, but for the unfair labor practices. Those earnings include wages and overtime pay, premiums, tips, vacation pay, health and retirement benefits, including any medical expenses they incurred that would otherwise have been covered by health insurance, bonuses and commission payments.
- 2) The Charged Party will provide the Region with the social security numbers, last known addresses of the above-named individuals, and copies of payroll records or other relevant records from (the date of the ULP to the date of reinstatement or waiver of reinstatement) showing the hours worked and the wages paid to representative or replacement employees, within 10 days of the Regional Director's approval of this agreement.
- 3) The Charged Party further agrees to compensate employees for any such backpay owing to them pursuant to this agreement.

DRAFT NOTICE - APPROVED NOTICE FOR POSTING WILL BE PRINTED ON AN OFFICIAL NLRB FORM



# NOTICE TO EMPLOYEES



**POSTED PURSUANT TO A SETTLEMENT AGREEMENT  
APPROVED BY A REGIONAL DIRECTOR OF THE  
NATIONAL LABOR RELATIONS BOARD  
AN AGENCY OF THE UNITED STATES GOVERNMENT**

Millenium Parking and Metropolitan Valet, alter ego  
and/or successor to Millennium Parking  
Case: 13-CA-46285

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union
- Choose representatives to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

**WE WILL NOT** refuse to recognize and bargain with Teamsters Local 727 as the exclusive bargaining representative of employees in the following unit at all locations where Metropolitan Valet replaced Millenium Parking and any future locations obtained by Metropolitan Valet:

All full-time and regular part-time employees who perform valet services and are employed by Metropolitan Valet, alter ego of or successor to Millennium Parking, at current and future locations excluding all employees covered by another collective bargaining agreement, clerical employees and guards, professional employees and supervisors as defined in the Act, as amended.

**WE WILL NOT** fail or refuse to apply to unit employees employed at locations where Metropolitan Valet replaced Millenium Parking, the terms and conditions of employment established by the expired collective-bargaining agreement between Millenium Parking and the Teamsters Local 727.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

**WE WILL** recognize the Union as the exclusive collective-bargaining representative of the employee in the Unit above and will adhere to all provisions of the expired collective-bargaining agreement with the Union.

WE WILL restore the terms and conditions of employment applicable under the collective bargaining agreement to any employees working for Metropolitan Valet and continue those terms and conditions unless and until changed through collective bargaining with the Union.

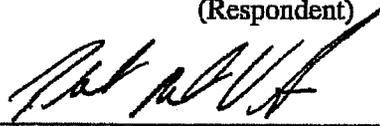
WE WILL make whole, with interest, all unit employees for any loss of earnings or other benefits they may have suffered as a result of our unlawful failure to abide by the terms of the expired collective-bargaining agreement and by our unlawful changes in terms and conditions of employment.

MILLENIUUM PARKING AND METROPOLITAN VALET

(Respondent)

Dated: 3-10-11

By:



(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and union. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov) and the toll-free number (866) 667-NLRB(6572).

209 South LaSalle Street, Suite 900  
Chicago, Illinois 60604-1219

Telephone: (312) 353-7571  
Hours of Operation: 8:30 a.m. to 5:00 p.m.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**METROPOLITAN 1 LLC - VALET**

13-CA-46285

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, **HEREBY AGREE AS FOLLOWS:**

**POSTING OF NOTICE** — Upon approval of this Agreement and receipt of the Notices from the Region, which may include Notices in more than one language as deemed appropriate by the Regional Director, the Charged Party will post immediately in conspicuous places in and about its plant/office, including all places where notices to employees/members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice (and versions in other languages as deemed appropriate by the Regional Director) made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. In addition, the Charged Party shall post the attached Notice on any electronic bulletin boards, websites, or e-mail systems, and other electronic media where notices to employees/members are customarily posted. In the event this Agreement is in settlement of a charge against a union, the union will submit forthwith signed copies of said Notices to the Regional Director who will forward them to the employer whose employees are involved herein, for posting, the employer willing, in conspicuous places in and about the employer's plant where they shall be maintained for 60 consecutive days from the date of posting. Further, in the event that the charged union maintains such bulletin boards at the facility of the employer where the alleged unfair labor practices occurred, the union shall also post Notices on each such bulletin board during the posting period.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

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To Be Determined	\$0.00	Name	\$0.00
Name	\$0.00	Name	\$0.00

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Yes TD Initials No \_\_\_\_\_ Initials

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**NOTIFICATION OF COMPLIANCE** — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 80 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in this case.

Charged Party METROPOLITAN 1 LLC - VALET		Charging Party TEAMSTERS LOCAL 727	
By: <u>JH</u> Name and Title President	Date 3/10/11	By: <u>SKM</u> Name and Title General Counsel	Date 3/10/11
Recommended By: <u>C. Muhl (by Am)</u> Board Agent	Date 3/22/2011	Approved By: <u>JSK</u> Regional Director	Date 3/21/11

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- 2) The Charged Party will provide the Region with the social security numbers, last known addresses of the above-named individuals, and copies of payroll records or other relevant records from (the date of the ULP to the date of reinstatement or waiver of reinstatement) showing the hours worked and the wages paid to representative or replacement employees, within 10 days of the Regional Director's approval of this agreement.
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# NOTICE TO EMPLOYEES



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Millenium Parking and Metropolitan Valet, alter ego  
and/or successor to Millennium Parking  
Case: 13-CA-46285

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- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

**WE WILL NOT** refuse to recognize and bargain with Teamsters Local 727 as the exclusive bargaining representative of employees in the following unit at all locations where Metropolitan Valet replaced Millenium Parking and any future locations obtained by Metropolitan Valet:

All full-time and regular part-time employees who perform valet services and are employed by Metropolitan Valet, alter ego of or successor to Millennium Parking, at current and future locations excluding all employees covered by another collective bargaining agreement, clerical employees and guards, professional employees and supervisors as defined in the Act, as amended.

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**WE WILL** recognize the Union as the exclusive collective-bargaining representative of the employee in the Unit above and will adhere to all provisions of the expired collective-bargaining agreement with the Union.

WE WILL restore the terms and conditions of employment applicable under the collective bargaining agreement to any employees working for Metropolitan Valet and continue those terms and conditions unless and until changed through collective bargaining with the Union.

WE WILL make whole, with interest, all unit employees for any loss of earnings or other benefits they may have suffered as a result of our unlawful failure to abide by the terms of the expired collective-bargaining agreement and by our unlawful changes in terms and conditions of employment.

MILLENIUM PARKING AND METROPOLITAN VALET

(Respondent)

Dated:

3/3/11

By:

Tessa Pariza

(Representative)

Pres.

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and union. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov) and the toll-free number (866) 667-NLRB(6572).

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