

LETTER OF AGREEMENT

Dated this 12th day of April, 2016

HINSDALE MANAGEMENT CORPORATION

And

SEIU Local 73

The Parties agree to extend the current agreement until March 31, 2019 with the following modifications and all other provisions remaining the same.

A. Wages to be increased 2% for the Maintenance position each year of the Agreement effective April 1, 2016; April 1, 2017; and April 1, 2018 and wages to be increased 3% for the Working Supervisor and Custodial positions effective April 1, 2016 and 2% effective each year of the Agreement on April 1, 2017; and April 1, 2018.

B. The Employee's monthly health insurance contribution shall be increased as follows:

April 1, 2016 - \$115.00 per month

April 1, 2017 - \$125.00 per month

April 1, 2018 - \$135.00 per month

SEIU LOCAL 73



Carmen Dickinson
Director

**HINSDALE MANAGEMENT
CORPORATION**



Caroline K. Palmer
Vice President

Letter of Agreement

Dated this 12th day of March 2015

Hinsdale Management Corporation

And

SEIU Local 73

The Parties agree to extend the current agreement until March 31, 2015 with the following modifications and all other provisions remaining the same.

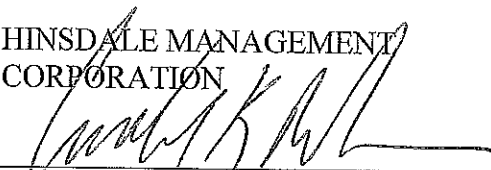
A. Wages to be increased .25 per hour effective April 1, 2015 as follows:

April 1, 2015	New Rate
Marek Deja	\$20.28
Mary Grace Lambert	\$17.20
Elise Lyons	\$14.25
Gale Norman	\$14.25
Krystyna Zalewski	\$14.25

UNION

Tim McDonald

HINSDALE MANAGEMENT
CORPORATION



Caroline K. Palmer

AGREEMENT BETWEEN

LOCAL 73

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO/CLC

and

KOPLIN BUILDINGS

HINSDALE MANAGEMENT CORPORATION

May 1, 2001 through

May 2, 2003

LABOR CONTRACT AND WORKING AGREEMENT

This Agreement made and entered into this April 1, 2001 by and between SERVICE EMPLOYEES INTERNATIONAL UNION, Local No. 73, of the Service Employees International Union, AFL-CIO/CLC, (hereinafter called the "Union") and the KOPLIN BUILDINGS, and HINSDALE MANAGEMENT CORPORATION, operating in Hinsdale, Elmhurst, Oakbrook, and Naperville, Illinois.

ARTICLE I

Section 1. This Agreement shall cover all employees performing such duties as porters, janitors, window washers, sweepers, clean-up men and women, combination watchmen-janitors, who do janitor work, floor cleaning, and finishing general maintenance work, and other personnel who work a regular detail in any of such work regardless of the particular job classification or title. The employer recognizes the Union as the sole and exclusive bargaining representative for all of the employees as described herein, in the employer's office building, but not apartment buildings.

Section 2. All present employees who are or become members of the Union shall remain members in good standing as a condition of employment. All present employees who are not members of the Union, and all employees who are hired hereafter shall, commencing thirty (30) days following the beginning of their employment, or the effective date of this agreement, whichever is the later, become and remain members in good standing of the Union, as a condition of their employment. The employer agrees that when any new employee is hired, the terms and conditions of this Agreement will be explained to such employee. The employer may extend the probationary period for an additional thirty (30) days if deemed necessary, on an individual basis (not a blanket policy) upon written notification to the Union's business office detailing the reasons.

ARTICLE II

The Employer agrees to deduct from the pay of every employee who has executed and caused to be delivered to the Employer a written assignment the regular monthly dues, and the initiation fee of the Union, if due and owing, which are necessary to keep such employee as a member in good standing in accordance with the Constitution and Bylaws of the Union as certified to the employer by the Union. Such deductions shall be remitted to the official of the Union designated by the Union, in writing, within approximately ten (10) days from the date such deductions are made. The employer, upon receipt of proper authorization forms will checkoff employee monies to the Local 73 Credit Union.

The Union shall indemnify and save the employer harmless against any and all claims, demands, and suits and other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer pursuant to the foregoing provision or in reliance upon the written assignments or authorizations referred to in this article or for the purpose of complying with any

of the provisions of this article.

ARTICLE III

Subject to the provisions of this Agreement, the Employer shall have the exclusive right to direct the employees covered by this Agreement. Among the exclusive rights of management, but not intended as a wholly inclusive list, are the rights to plan, direct and control all operations performed at the various buildings serviced by the employees; the direction of the working force; to transfer; to hire; to demote; to promote; to discipline, suspend or discharge for proper cause; to relieve employees from duty because of lack of work, or for any other legitimate reason. In no case will this article be used for the purpose of discriminating against any employee nor shall it be used in any manner inconsistent with any of the provisions of this Agreement.

The Employer agrees to notify the Union on/or before the tenth (10th) day of each month of all persons employed during the preceding calendar month.

ARTICLE IV SICK BENEFITS

Section 1. Upon completion of six months of service, employees shall be eligible for a total of three (3) days sick leave pay because of illness.

Upon completion of one (1) year of service, employees shall be entitled to a total paid sick leave because of illness amounting to nine (9) days per year.

Each day of sick leave pay under this Section shall be equal to eight (8) times the employee's straight time average hourly rate during the six months preceding the date the sick leave is taken. Sick leave pay shall only be paid for illness causing an employee to be absent on a regular scheduled work day after two days of sick leave have elapsed and/or as follows: Sick leave shall accumulate from year to year but not more than sixty (60) days for which the employer will grant 50% at the applicable wage rate once per year or upon retirement, as the employee may elect.

An employee shall be paid the required sick leave pay effective with the third day of illness providing he/she has submitted a certificate to the Employer signed by the employee's Doctor stating that the employee is unable to report for work due to illness. This certificate need be presented only when an employee is absent from work because of illness more than two (2) consecutive working days and is requested by the Employer.

Section 2. Sick pay allowances set forth in this Agreement shall be paid regardless of any other coverage or benefits applying to such illnesses to all employees with one (1) or more years of service.

Section 3. (A) The Employer shall pay for each non-probationary employee covered by the terms of this Agreement, premiums for insurance coverage for employees and dependents, on the basis of \$100.00 deductible, including major medical, in accordance with the policy,

(B) The employer shall pay cash equivalent for life insurance equal to the cost of (A) above, insurance coverage, for employees not desiring hospitalization-Surgical-Medical coverage. Employees shall have the option of the above coverage by Chicago HMO.

(C) The sole obligation of the employer is to provide the cost for insurance set forth in section 3 and in no way guarantees the payment of the benefits established under such policies.

ARTICLE V VACATIONS AND LEAVES OF ABSENCE

Section 1. All employees shall receive, on the anniversary date of their employment, paid vacations based on the following schedule:

One year of service	1 week
Two years, one day of service	2 weeks
Six years, one day of service	3 weeks
Ten years, one day of service	4 weeks

Section 2. Part-time employees shall receive a vacations based on the average number of hours worked per week throughout the year.

Section 3. Employees taking leave of absence without pay as approved by the employer will be entitled to his/her regular vacation pay upon returning to work when he/she has worked the added time that his/her unpaid leave consisted of.

Section 4. The employer shall have the right to determine the vacation date and the Employer agrees to notify its employees one (1) month prior to the date their vacation is to commence, giving such employee a card, which will state the date his/her vacation is to start and the day he/she is to return to work. The Employee shall sign such notice and return it to the employer.

The principle of Seniority shall be recognized insofar as practicable.

Section 5. Employees hired on or after April 15, 1986 shall receive vacation according to the following schedule:

After one year of service:	1 week's vacation
After two years of service:	2 week's vacation

ARTICLE VI GENERAL PROVISIONS

Section 1. Present Benefits. The employer agrees that any and all benefits now granted to employees or which may be granted in the future to employees shall be continued and apply to members of the Union.

Section 2. No provision in this Agreement shall be construed so as to allow a reduction in the present working conditions of any employee covered by this Agreement.

Section 3. Promotions. Promotions to better jobs will be made on the basis of seniority where employee is qualified to perform such duties. Openings for better jobs shall be posted on the bulletin board at the employer for at least two (2) weeks or employees will be notified of such job openings.

The Union shall receive copies of all such notices regarding job openings as well as copy of all personnel transactions to fill jobs. Employees promoted to better jobs shall have a probation of thirty (30) days on such new jobs and if during such time he does not qualify, he shall be returned to his original job without loss of seniority or any other rights.

Section 4. Workweek. The workweek shall normally be five (5) days of eight (8) hours each including a paid half hour lunch period, Monday through Friday. Employees working a normal workweek of six (6) days will be guaranteed two (2) days off without pay if requested a week prior to taking such days off.

Section 5. Pay Stubs. The Employer agrees to include in all pay stubs or pay receipts the number of hours worked per week.

Section 6. Employees are not to permit other persons in the buildings to do their job. In event of illness, employees should call the Employer as soon as possible, in no case less than two (2) hours before time to report to work.

Section 7. Paid Holidays. Employees shall be entitled to days off with pay for the following days:

New Year's Day
Memorial Day July
4th Labor Day
Thanksgiving Day
Christmas Day

Employees working on such days shall receive one half (1/2) in addition to their regular time.

It is understood, however, that in order to qualify for holiday pay as herein provided, such employees shall have been available for work or have worked on their regularly scheduled work days preceding and following the holidays in question, or in the alternative that absences on either or both of said days have been excused.

If holiday falls on Saturday, employees shall receive one (1) day's pay and additional time and one-half pay for all hours worked.

Holiday hours shall begin at 12:01 am. on the Holiday through 11:59 p.m. prior to the next day.

Employees working less than one-half (1/2) hour of the Holidays shall not be entitled to premium pay.

Section 8. Daylight Savings Time. Regardless of Daylight Savings Time, employees will be paid for actual hours worked.

Section 9. Hours of Work. Employees shall be paid at the rate of time and one-half (1 1/2) their regular rate of pay for all work performed in excess of eight (8) hours per day and forty (40) hours per week. Anyone falsifying his/her time, or doing work for absent employees, unless so directed by the Employer or his delegate, shall be subject to immediate discharge. Employees shall receive one 15-minute rest period for each four hours worked, or portion thereof, for relaxation and relief from fatigue.

Section 10. Checks for settled Grievances. The Employer agrees it will send to the Union Office any and all checks in settlement of Union grievances regarding wages, hours, sick pay, vacations, and other grievance where the employee is entitled to payment.

Where any checks are paid directly to the member, such grievances will be considered not settled.

Section 11. Reduction in hours. Before reducing hours of any employee, the Employer agrees to notify the Union and to justify the reduction in hours for temporary reduction on the basis of vacant space. When the vacant space is rented, the hours will be reinstated. Notification to the union will list name of employee, building location, and all details.

Section 12. Transfers. Employee assigned higher paying jobs on a temporary basis shall receive such higher rate of pay at the beginning of the second pay period. Men permanently assigned to higher rated jobs shall receive the higher rate of pay immediately.

Section 13. Top Seniority for Union Steward. The Steward selected by the Union shall not be laid off during his/her term of office except for just cause so long as there is work available which he/she is competent to perform. The Union will notify the Employer of the employee or employees so affected.

Section 14. Disciplinary Action and Termination. The Union agrees that the Employer has the exclusive right to hire and fire, or discipline for just cause. In case of unsatisfactory work performance, an employee shall receive two (2) warning letters before disciplinary action is taken. This may consist of one or more days off without pay, or discharge.

Employees with one (1) or more years of Seniority who are discharged for any cause shall have such discharge reviewed no later than the next business day by the head of the Company.

Any employee discharged or suspended for any reason shall be given such notice in writing, which notice shall state cause for such action and a copy of such notice shall be sent to the Union by the Employer.

Section 15. Grievance Time. Employees requested to come to the Employer's office to discuss any grievance on their own time shall be paid a minimum of two (2) hours pay.

Section 16. Extra Work. No employee shall be penalized in any manner for refusal to accept work assignments beyond his normal work schedule. However, if nobody accepts overtime work and the Employer deems such work necessary on the success of the Company, the employee with the least Seniority will accept the work assignment.

Section 17. Waiver or Rights. No employee shall be required to sign any forms which may be considered as constituting a waiver of any of his/her rights under this Agreement, including such matters as deduction of monies, confessions, and affidavits without the consent of the Union.

Section 18. The employer hereby agrees to honor contributions deduction authorizations from its employees who are union members in the following form: "I hereby authorize the Company to deduct from my pay the sum of one cent (.01) for each hour worked, once each six months and to forward that amount to the Local No.73 COPE Fund, 1165 N. Clark Street, Suite 500, Chicago, IL 60610-2884. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the Local No. 73 COPE Fund are not conditions of membership in the union or of employment with the Company and that the Local No.73 COPE Fund will use the money it receives to make political contributions and expenditures in connection with Federal, State, and Local elections.

Section 19. Employees considered temporary under this agreement shall not be covered by Article X or other fringe benefits except at the discretion of the Employer.

Section 20. Career Development. The Union and Employer recognize that establishment of a cost-effective system of employee growth and development yields significant benefits for employers, employees, and consumers.

The Employer and Union hereby agree to establish an on-going career advancement system, which promotes the continuing education, training and upgrading of employees. This career development system shall enable employees to increase knowledge and skill, upgrade job

position, and advance career goals and professional status, without compromising their continuous employment. The employer shall make every reasonable effort to meet personnel needs by way of internal promotion and career development prior to recruiting from outside the bargaining unit.

The Employer and Union agree to establish a joint committee to develop, implement, and administer the career advancement system. The committee shall be composed of an equal number of employer and employee representatives.

The committee shall implement specific programs for employee development. All programs shall be based on prior assessment of employer and employee needs.

The committee shall select a Chairperson, Secretary and such other officers as deemed appropriate, provided there shall be an equal number of Union and Employers officers. The committee may, in addition, designate other individuals to serve in an advisory or liaison capacity.

The committee shall meet on a regular basis (at least once a month) or as additionally deemed necessary upon request by a committee officer or any two committee members. Employee members of the committee shall be paid at their normal rate, if committee meetings are conducted during work time.

The joint committee shall develop "Standards" as guidelines for committee functions and program implementation. Such Standards shall ensure that all employee development programs and practices are consistent with mutually established career advancement goals.

At a minimum, the Standards shall:

- Specify the design and schedule of all programs developed;
- Specify the rights and obligations of all program participants including employer, employees, and Union;
- Ensure consistent, objective, and job-relevant procedures for recruitment, selection, education and training, and subsequent job placement;
- Ensure that all aspects of program development are consistent with terms of the Collective Bargaining Agreement, and so not in any way discriminate because of race, color, creed, national origin, age, sex, or sexual orientation, marital status, political or religious views, or union activity;
- Ensure coordination of job-posting and promotional practices with career advancement goals and activities;
- Ensure appropriate scheduling of work and learning hours for participating employees;

- Ensure adequate advisement of employees;
- Ensure coordinated review and approval of individual employee requests for educational leave and financial assistance with provisions of the Collective Bargaining Agreement;
- Establish means for monitoring and evaluation of programs and participants;
- Ensure appropriate recognition of employee participation and program completion.

Section 21. During life of this agreement, it is not the intent of the employer to subcontract janitorial services to any individual, corporation, partnership, or any outside arrangement where the employees performing cleaning and maintenance of the Koplin buildings are not under the direct employment and direction of the employer.

Section 22. All employees covered by this agreement are expected to clean the same square footage and do approximately equal work.

ARTICLE VII GRIEVANCES AND ARBITRATION

Section 1. It is agreed that any dispute which shall arise with reference to an interpretation or application of the terms and conditions of this Agreement including the discharge of any employee shall be adjusted and settled in the following manner.

Step 1. By a meeting between and representative of the Union and a representative of the Employer.

Step 2. If the representatives of each party cannot settle the dispute within three (3) days, then either party may request arbitration of the dispute.

Step 3. The party requesting arbitration shall submit his request in writing to the other party and include a list of five (5) acceptable arbitrators. The party receiving such a request shall have three (3) days in which to agree to one of the arbitrators suggested or to submit a list of five (5) arbitrators of his choosing. If the parties cannot agree on an acceptable arbitrator within five (5) days, then the Federal Mediation and Conciliation Service shall be requested to appoint an Arbitrator.

Section 2. The decision of the Arbitrator shall be final and binding upon both parties.

Each party hereto shall bear the expense of preparing and presenting his own case. The costs and expenses of the Arbitrator and incidental expenses mutually agreed to shall be borne equally by the parties.

Section 3. The willful failure of either party to appear before the Arbitrator will not serve to delay the hearing or invalidate the decision of the Arbitrator.

ARTICLE VIII SENIORITY

In promotions, or increasing or decreasing the working force, the following factors will determine:

- (a) Length of continuous service.
- (b) Knowledge, training, ability, skill and efficiency.
- (c) (1) Length of continuous service shall govern where factors in (b) are relatively equal in the judgement of the Employer and the Union.
- (d) In increasing the work force, employees shall be called back in inverse order to that in which they were laid off.
- (e) The work "seniority" shall be deemed to mean the right to priority in employment in decrease or increase of working force.
- (f) Discharge, quits, or refusal to return to work upon recall after layoff breaks seniority.
- (g) Certain exceptions may be made in cases of superannuated or physically handicapped workers as may be agreed upon, (h) Persons employed for a period of thirty (30) days or less shall be regarded as probationary employees during which time the Employer shall have the right to discharge such probationers without recourse to Article VIII. The same shall prevail if a second 30-day probation is required.

ARTICLE IX PENSION PLAN

Effective April 15, 1983, the Employer shall pay .15 per hour for each straight time hour worked by employees covered by this Agreement into the SEIU National Industry Pension Fund to provide retirement benefits.

Such payment shall commence upon completion of the employee's probationary period.

The Union represents to the Company that said SEIU National Industry Pension Fund is lawful and that all contributions of the Employer will be deductible for income tax purposes. The Employer's sole liability shall be for the payments specified herein and it in no way guarantees the payment of benefits established by the plan or fund or the solvency of the plan or fund.

ARTICLE X NO STRIKE

Section 1. During the term of this agreement, neither the Union nor its agents nor any employee for any reason will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work performed by the employees. The Union agrees to notify all local committee members of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during

any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work, except as provided in Article XV, Section 6.

Section 2. The Employer will not lock out any employees during the term of this Agreement, except as provided in Article XV, Section 6.

Section 3. The Employer may, subject to the Grievance Procedure herein provided, discipline or discharge any employee with respect to such unauthorized work stoppage if he is at fault, and this shall constitute the Employer's sole and exclusive remedy for such action.

Section 4. This clause is the essence of the contract between the parties and one of the main considerations motivating the Union in entering into this Agreement, and in the event the Employer or any of its representatives files any action in law or in equity so as to contravene the spirit and purpose of the Article, or induces or encourages any other person, association or corporation to do the same, this Agreement may be terminated by the Union upon notice in writing to the Employer, irrespective of any term or condition, written or implied, in this Agreement.

ARTICLE XI WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining; and that the opportunity are set forth in this Agreement.

Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such matters or subjects may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XII

This Agreement shall be binding not only upon all the parties hereto, but also upon their respective successors and assigns.

ARTICLE XIII AMENDMENT

This Agreement may be amended at any time by an agreement in writing by the parties hereto. Such amendment shall not effect any portion or provisions of this Agreement, except such portion or provisions as shall be specifically changed or modified by such Amendment.

**ARTICLE XIV
OTHER BENEFITS**

Section 1. Funeral Pay. The Employer will grant up to three (3) days leave with pay in case of death in the family, i.e., spouse, child, parents, brother, sister, or corresponding in-laws. Final day of leave will be the day of the funeral.

Section 2. Working Supervisors will ordinarily work a minimum of eight (8) hours per day.

Section 3. Variable starting times will be permitted by the Employer.

Section 4. The Employer will supply employees with phone numbers to be called by families of employees in case of emergency.

Section 5. All complaints and adverse letters in employee's files shall be inoperable after one (1) year.

Section 6. Health Insurance Plan. Effective upon execution of the Agreement, each employee shall contribute toward the group health insurance plan in the amount of \$15.00 per month to be deducted from the employee's paycheck.

Thirty days prior to the termination of the present group health plan, the parties shall renegotiate the amount of the monthly contribution. In no event shall the contribution be more than \$25.00 per month. Thereafter, the contribution shall be renegotiated on each anniversary date of the termination of the present group health plan.

Notwithstanding the provisions of Article XI, should the parties fail to reach an agreement after renegotiation with regard to the amount of the employee's monthly contribution, then the Union, its employees, and agents shall have the right to strike the Employer, and the Employer shall have the right to lock out the employees, and either party shall have the right to terminate this Labor Contract in its entirety upon written notice.

**ARTICLE XV
ACCEPTANCE**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on May 1, 2001, and ending at 12:00 a.m. on May 2, 2003.

SERVICE EMPLOYEES UNION
LOCAL NO. 73, AFL-CIO/CLC

HINSDALE MANAGEMENT
CORPORATION

By: _____

By:

ARTICLE VII
ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on May 1, 2001, and ending at 12:00 a.m. on May 2, 2003.

SERVICE EMPLOYEES UNION
LOCAL NO. 73, AFL-CIO/CLC

HINSDALE MANAGEMENT
CORPORATION

By:  /L^cWSUJ^^sUm^OA 

By:

EXHIBIT "B"

A. Hourly Rates:

The following hourly rates shall be in effect for existing seniority employees (these rates reflect a 25 cent per hour increase) per year for the next three years as follows:

Effective	4/1/01	4/1/02	4/1/03
<u>Classification</u>			
Working Supervisors	\$11.80	\$12.05	\$12.30
General Maintenance	10.10	10.35	10.60
Custodians	9.79	10.04	10.29

For Custodians hired after July 1, 1989

Starting Rate	\$ 7.25	\$ 7.50	\$ 7.75
After 6 months	7.50	7.75	8.00
After 1 year	7.75	8.00	8.25
After 2 years	8.00	8.25	8.50

Letter of Agreement

Dated this 11th day of February, 2011
Hinsdale Management Corporation

And

SEIU Local 73

The Parties agree to extend the current agreement until March 31, 2013 with the following modifications and all other provisions remaining the same.

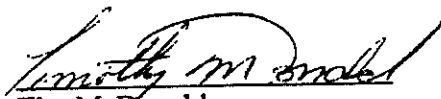
A. Wages to be increased .50 per hour effective April 1, 2011 and .25 per hour April 1, 2012 as follows:

	April 1, 2011	April 1, 2012
Working Supervisors	\$16.20	\$16.45
Custodians	\$13.25	\$13.50
Custodians hired after 7-1-89		
Starting rate	\$10.70	\$10.95
After 6 months	\$11.70	\$11.95

B. Each Employee's monthly health insurance contribution shall be increased as follows:

	April 1, 2011	April 1, 2012
	\$90.00 per month	\$90.00 per month

UNION


Tim McDonald

HINSDALE MANAGEMENT
CORPORATION


Caroline K. Palmer

Letter of Agreement

Dated this 12th day of February 1, 2013
Hinsdale Management Corporation

And

SEIU Local 73

The Parties agree to extend the current agreement until March 31, 2014 with the following modifications and all other provisions remaining the same.

A. Wages to be increased .25 per hour effective April 1, 2013 as follows:


	April 1, 2013	New Rate
Marek Deja		\$19.56
Mary Grace Lambert		\$16.70
Elise Lyons		\$13.75
Gale Norman		\$13.75
Stanislawa Sarota		\$13.75
Eva Siavelis		\$13.75
Krystyna Zalewski		\$13.75

B. Each Employee's monthly health insurance contribution shall be increased as follows:

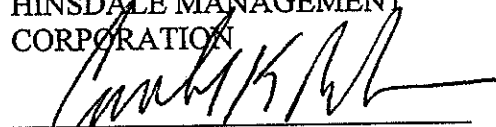
April 1, 2013

\$100.00 per month

UNION


Tim McDonald

HINSDALE MANAGEMENT
CORPORATION


Caroline K. Palmer