

AGREEMENT
BETWEEN
GRM HOLDINGS, LLC
FOR
MAIN STREET LABOR CORPORATION
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 26, CTW, CLUC

TERM OF AGREEMENT
JUNE 1, 2013
TO
JUNE 1, 2016

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June 2008 by and between GRM Holdings, LLC for Main Street Corporation, Saint Paul, Minnesota, hereinafter referred to as the Employer, and the Service Employees International Union, Local 26, CTW, CLUC, hereinafter referred to as the Union.

ARTICLE 1

The Employer recognizes and shall abide by the principles of collective bargaining as relating to wages, hours of employment and working conditions and further recognizes the Union as the sole and exclusive collective bargaining agency for all employees classified herein and also for all other employees who may be in the future represented by the Union.

ARTICLE 2

The Employer agrees that all employees presently employed shall, as a condition of employment, join the Union within thirty (30) days after the effective date of this Agreement and shall continue their membership during the life of this Agreement. All new employees shall join the Union within thirty (30) days after their employment and shall be required, as a condition of employment, to continue their membership during the life of this Agreement. For part-time employees working less than 24 hours a month there will be no deduction of dues.

ARTICLE 3

Employees shall have the right to dues check-off to the Union. Upon receipt of a properly executed authorization slip from the employee involved, the employer will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided and transmitted monthly to the Union together with a list of names of the employees from whom deductions were made. The Union agrees to file a dues deduction assignment form with the employer for each employee prior to such deductions.

ARTICLE 4

The Employer shall not enter into any agreement with employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, nor shall the Employer discriminate against an employee because of membership in the Union. In consideration of this recognition herein granted, it is further agreed that during the life of this Agreement there shall be no strikes or stoppages of work so long as the terms and provisions are adhered to by the Employer. The Union, its agents, officers or representatives shall not instigate any attempts to breach this Agreement; nor shall the Employer at any time instigate a lockout against employees. No member of the Union shall be discriminated against for not going through a picket line that is sanctioned by the Policy Committee of the St. Paul Trades and Labor Assembly. The Union recognizes the necessity for continuous service at 411 Main, Saint Paul, by the Employer and agrees that employees covered by this Agreement will continue to furnish their services should any tenant or tenants of the property become involved in a lockout.

ARTICLE 5

The regular work hours for employees coming within the jurisdiction of this agreement shall be as follows:

All Full-Time Employees:

- A. Work forty (40) hours per week.
- B. All full-time employees to receive two (2) consecutive days off in any one work week.
- C. All hours worked in excess of the regular daily or weekly work hours shall be considered overtime and paid for at the rate of time and one-half. There shall be no split shifts.
- D. There shall be nine (9) paid holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day. Employees who work on these holidays shall receive an extra day's pay at the regular rate or one day off. Employees also shall be entitled to one (3) floating holiday to be used at their discretion with prior approval from their Employer.

Part-time Employees:

If an employee is on the payroll one (1) year or more, and the employee works twenty (20) hours or more per week, he/she will be paid six (6) hours for six (6) holidays per year: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.

- E. There shall be no layoffs or reduction in workforce due to the Signing of this Agreement. Nothing in the Agreement shall reduce any present remuneration, working conditions or established privileges. Layoffs and reductions of personnel necessary on account of vacancies or for lack of work may be made by the Employer upon first giving fifteen (15) days notice of such intention to the employee and a copy of the same to the Union. Employees to show same courtesy to the Employer.

ARTICLE 6

Each full time employee will be granted twelve (12) days of sick leave at the start of each calendar year. Employees will be allowed to accumulate their sick leave up to thirty (30) days.

ARTICLE 7

Full time employees who have been in the service of the Employer for a period of one (1) year shall receive two (2) weeks' vacation with pay. After five (5) years, three weeks' vacation with pay. Each full-time employee who has been employed for fifteen (15) years shall receive, in addition, one (1) day of paid vacation for each year of service over fifteen (15) years to the maximum of twenty (20) days paid vacation at twenty (20) years. Vacation is earned on an employee's anniversary date and must be taken by the following anniversary date. Vacation periods shall be allocated in accordance with seniority.

Employees who take their vacation during a week in which a holiday falls shall be given an extra day or the equivalent in pay, at the discretion of the Employer. Vacation shall be paid in the pay period in which such vacation is taken.

Part-time Employees:

One (1) week paid vacation after one (1) year of service. Two (2) weeks paid vacation after five (5) years of service.

In addition, up to three (3) days paid funeral leave shall be granted by the Employer to any full-time employee due to a death in the family.

ARTICLE 8

All employees with at least one year of continuous service shall be eligible for the SEIU National Industry Pension Plan. Employees will become vested in the plan after five (5) years of service. The employer shall make a contribution of forty (40) cents per hour for part-time employees; for full-time employees a contribution of \$1.90 per hour shall be made. All contributions will be effective June 1, 2013, and remain in effect for a period of three (3) years, until June 1, 2016. The contributions shall be forwarded to the SEIU National Industry Pension Fund, P.O. Box 5501 Hicksville, NY 11802-5501, to be received by the pension office before the 10th of each month.

ARTICLE 9

Employees working under this contract at the St. Paul Labor Center for GRM Holdings, LLC, shall perform their work duties in this building and grounds.

ARTICLE 10

Hospitalization:

The Employer agrees to provide a major medical insurance program for all full-time employees at the level of benefits the employer is currently providing. The employer agrees to pay the full premium for full single coverage to the Healthcare Provider.

ARTICLE 11

All employees shall be paid Bi- Monthly and if a payday falls on a holiday or Sunday, the employees are to be paid prior to that date.

ARTICLE 12

All employees shall receive a longevity bonus every year of \$100.00 to be paid on the first pay check after their anniversary date.

FULL-TIME WAGE RATE

<u>June 1, 2013</u>	<u>June 1, 2014</u>	<u>June 1, 2015</u>
\$22.60	\$22.95	\$23.30

PART-TIME WAGE RATE

<u>June 1, 2013</u>	<u>June 1, 2014</u>	<u>June 1, 2015</u>
\$12.40	\$12.75	\$13.10.

All wage rates are retroactive upon implementation of the agreement.

Union dues shall be deducted on the second (2nd) payday of each month and mailed to Local 26 offices.

ARTICLE 13

Seniority rights shall prevail. In the application of seniority for the purpose of promotion, however, ability to do the work shall determine. The senior employees shall have first preference on the job. The oldest employees on the job in point of service shall be given the regular jobs and shall be provided full time work, if work is available. Extra employees, if they can be reached, shall be given time in accordance with their seniority rights.

ARTICLE 14

Discipline Procedures:

The Employer shall have the right to discipline employees for just cause. Disciplinary actions by the Employer shall include the following four steps, except in cases which may possibly jeopardize the safety of the public, co-workers, or physical assets of the building:

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Discharge

Discipline procedures are not limited to one specific action. Employees who are to be discharged or suspended shall be notified in writing of such action together with a statement of the reason(s) for discharge or suspension; a copy of which shall be sent to the Union.

Weingarten rights: All employees have the right to request Union representation at any meeting between themselves and the Employer, when the employee believes the discussion could lead to them being disciplined. Until representation arrives, the employee does not have to participate in the discussion.

ARTICLE 15

A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of compensation, hours, and working conditions of the interpretation or application of any of the provisions of this Agreement.

An aggrieved employee or employees must present all grievances (other than a grievance relating to discharge) to the employer within five (5) working days from the time the grievance arose. The Employer is allowed ten (10) working days to respond to the Union in writing.

Any grievance remaining unresolved requires a meeting between the Employer's representative, the Union's representative, and the grievant(s).

Any unsettled grievance at this point will be referred to Federal Mediation.

An employee who has been discharged shall have three (3) working days after discharge to file a written grievance. The procedure previously outlined above shall also apply.

ARTICLE 16

THIS AGREEMENT shall be in full force and effect for a period of three (3) years, beginning June 1, 2013 until June 1, 2016 and shall automatically renew itself for yearly periods unless notice is served by either party sixty (60) days prior to expiration of same.

In addition, this agreement shall be in force as long as MAIN STREET LABOR CORPORATION owns 411 Main, regardless of who the management company may be.

THE EMPLOYER:

GRM HOLDINGS, LLC
FOR
MAIN STREET LABOR CORP.

THE UNION:

SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 26

BY: _____
Heidi Walsh

BY: 

Todd Dahlstrom
Business Representative

Date

12-17-13

Date