AGREEMENT

between

CUSHMAN & WAKEFIELD/NORTHMARQ

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70, AFL-CIO

July 1, 2014 through February 28, 2018
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THIS AGREEMENT, made and entered into as of July 1, 2014 and between the aforementioned parties, Cushman & Wakefield/NorthMarq being referred to as “Employer” and Local No. 70 being referred to as the “Union”.

WITNESSETH that consideration of mutual agreement, covenants and promises herein set forth, the parties mutually agree and contract with each other as follows:

ARTICLE I - GENERAL PROVISIONS

Section 1. This Agreement shall cover position designated as a “Labor Center Engineer” in accordance with the position description attached as an exhibit hereto and apply to the United Labor Center facility only. This agreement will not be transferable to any other facility owned/operated by Cushman & Wakefield/NorthMarq.

Section 2. The Employer shall have the right to choose any qualified person as an employee to fill this position. This employee, within thirty (30) days employment shall become and remain a member of the Union. Membership in good standing for the purpose of this Agreement shall not be construed to apply to anything other than the payment of initiation fees and dues.

Section 3. Labor Center Engineer shall not be called upon to do any work other than that detailed in the attached position description. He must keep all equipment under his charge in good running order.

Section 4. Engineer VII, Cushman & Wakefield/NorthMarq, on behalf of the Employer shall have control of this job position with the right of hiring and discharging but not in conflict with the provisions hereof.
ARTICLE II – COMPENSATION AND FRINGE BENEFITS

Section 1. Rate of pay shall be as follows:

<table>
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<th>Labor Center Engineer</th>
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<tr>
<td>Effective July 1, 2014</td>
<td>$22.79</td>
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<tr>
<td>Effective March 1, 2015</td>
<td>$23.47</td>
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<tr>
<td>Effective March 1, 2016</td>
<td>$24.17</td>
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<td>Effective March 1, 2017</td>
<td>$24.90</td>
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Section 2. Seven and three fourths (7-3/4) hours shall constitute a day’s work and five (5) consecutive days shall constitute a week’s work.

Section 3. Overtime. The overtime rate of time and one-half (1 ½) the basic hourly rate shall be paid for all time worked in excess of forty (40) hours per week.

Section 4. Employer shall furnish uniforms to the employee, and employee shall keep them laundered and at all times in presentable condition.

Section 5. Employer shall reimburse employee for the business miles incurred at the request of Employer at a rate of thirty four and one half cents ($0.345) per mile or at any rate Cushman & Wakefield/NorthMarq policy states (if higher). Requests for reimbursement must be made monthly and shall be done on an approved Cushman & Wakefield/NorthMarq form.

Section 6. Vacations, personal leave (sick leave), holidays, and group insurance policy and regulations are covered by Cushman & Wakefield/NorthMarq Employee Handbook.

Section 7. On-Call.

Subd. 1. On-call duty begins at the end of the business day every Friday. Holidays may change the start day.

Subd. 2. On-call engineer/maintenance tech is required to keep phone on 24/7 and answer all calls.
Subd. 3. On-call engineer/maintenance tech is required to respond to all necessary calls and continue response until situation is resolved.

Subd. 4. On-call engineer/maintenance tech is paid twenty-two dollars ($22.00) per day (fifty-six dollars ($56.00) on Company designated holidays) to alter their life style to assure that Subd. 1 and Subd. 2 are met.

Subd. 5. On-call engineer/maintenance tech is paid overtime “door-to-door”; from the time they leave their location when getting the afterhours call to the time they return. Calls that are handled over the phone with no physical response that last a prolonged period of time must be approved by the chief engineer for time to be paid.

Subd. 6. On-call engineer/maintenance tech is first called for all calls the entire week except from 8:00AM to 4:30PM Monday – Friday.

Subd. 7. On-call engineers not having a company vehicle will be reimbursed for mileage.

ARTICLE III – STRIKE PROVISIONS

Section 1. The Union and the Employer agree that there shall be no strike or lockout without first using all possible means of peaceful settlement of any controversy which might arise.

Section 2. In the event a strike is called or put into effect by the Union, or by any other Union at Employer’s plan, it is agreed that the employees covered by the Agreement shall continue for thirty (30) days after notice to perform all duties which may be necessary to protect the Employer's property and the equipment pertaining thereto from damage.

Section 3A. When an employee has an item of disagreement, they shall first present the problem to the Chief Engineer or his/her designee. If the item of disagreement is not resolved at this level, proceed to Section 3B.

Section 3B. In the event of a dispute between the parties having to do with the interpretation of or adherence to the terms and provisions of this Agreement which cannot be satisfactorily adjusted between the employee and the
Employer or in negotiations between the Union and the Employer, same shall be referred to an Arbitration Board. The parties will jointly request the Federal Mediation and Conciliation Services to provide a panel of seven (7) impartial experienced arbitrators. Each party will have the right to reject one (1) entire panel, and thereafter, the Union will strike three (3) names and the Employer will then strike three (3) names and the person whose name remains shall be designated as the arbitrator. The parties will strike names alternately, and will flip a coin to see who will strike first.

Section 3C. Such Board of Arbitration shall hear and determine the dispute or controversy as promptly as possible and in all events, within thirty (30) days and shall render a decision in writing. The Board of Arbitration shall not have the authority to render an award which has the effect of adding to, subtracting from, or in any other way changing the provisions of the Agreement. Such decision shall be final and binding upon both parties hereto.

ARTICLE IV – UNION SECURITY

Section 1. Membership. All persons now employed or hereinafter employed at this Facility, thirty one (31) days from the date of their employment, and coming under the jurisdiction of this Agreement shall become and remain members in good standing of the International Union of Operating Engineers, Local No. 70, AFL-CIO or alternately shall pay the portion of the initiation fee, dues and assessments that are uniformly applies to all members covered by this Agreement that relate to the Union’s representation function.

Section 2. Nonpayment. Upon written notice by the Union to the Employer that a certain individual is not in good standing in the Union because of non-payment of dues or initiation fees, it shall be sufficient notice for the removal of the individual from the job, under the terms of this Agreement, within seven (7) calendar days.

Section 3. The Employer agrees to deduct monthly Union dues from the wages of employees covered by this Agreement. Such deductions shall be made only for employees who voluntarily provide the Employer with a written authorization agreement that such deduction may be made. The authorization shall not be irrevocable for a period of more than one (1) year beyond the termination date of this Agreement, whichever occurs sooner.
Deductions shall be made by the Employer during the first pay period of each calendar month and transmitted to the Union together with a list of the names of the Employees and deductions made. The Union agrees to refund promptly, dues found to have been improperly deducted and transmitted to the Union.

ARTICLE V – TERMS

Section 1. This Agreement shall be in force and effect from and after July 1, 2014 and the Agreement will continue to February 28, 2018.

Section 2. If either party desires to negotiate a new Agreement at the time of the expiration of this Agreement, such party shall give the opposite party sixty (60) days written notice prior to the expiration date, of such desire to negotiate. This Agreement shall then continue in full force and effect until the new agreement is negotiated. If such notice is not given, this Agreement will automatically be renewed for the period of one (1) year from year to year thereafter.
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: Cushman & Wakefield NorthMarq Companies

[Signature]
Carrie Patton, AVP/Senior Business Partner
Human Resources NorthMarq Companies

For: International Union of Operating Engineers, Local 70

[Signature]
David Monsour, Business Manager

[Signature]
Michael Dowdle, President

[Signature]
Linda Powers, Recording Secretary

[Signature]
Ken Wieken, Business Representative

[Signature]
Jason Galvin, Steward

2/13/15
Dated:

1/30/2015
Dated:

KW/jcb/opeiu#12
Contracts/Cushman-Wakefield-NorthMarq
POSITION DESCRIPTION

I. TITLE: Engineer VII

II. REPORTS TO: Senior Engineer or Supervising Engineer

III. OBJECTIVE: Maintain property mechanical systems (heating, ventilating, cooling, plumbing) in excellent condition so that the equipment will operate energy-efficient, attain its optimum life cycle, and provide excellent tenant comfort.

IV. DIMENSIONS:
A. Responsibility for the operation and maintenance of HVAC equipment in approximately 200,000-500,000 square feet of office building space or its equivalent. Responsible for the seasonal operation of all building HVAC equipment, including domestic water, boilers, air conditioning, electric and/or pneumatic controls, and lawn sprinkler systems, water treatment, and some minor plumbing.

B. Responsible for complete mechanical and HVAC related repairs and replacement, which could include direction of subcontractors. Controls maintenance costs of $100,000 per year and energy expenses of $300,000 per year.

C. Conducts continual equipment examination and maintains on-site detailed preventive maintenance records. Will supervise all HVAC retrofit work.

D. Responsible for testing and maintaining Life Safety Systems.

E. Responsible for testing and repair of locks and replacement of keys in the building monitors card access system.

V. SCOPE:
A. Relationships:
   1. Reports to Senior Engineer or Supervising Engineer.

   2. Internal contacts are other Cushman & Wakefield/NorthMarq staff. Directs no staff.

   3. External contacts are tenants, subcontractors, and vendors.

B. Human relation skills are extremely important inasmuch as the tenant contact is almost always a temperature related problem.

C. Know How:
   1. Depth of knowledge requires being able to operate several types of boilers and air conditioning systems. It involves the ability to make
temperature control corrections.

2. Detailed knowledge of individual air handling units operation is critical.

3. Understands basic elevator and computer security card access systems.

D. Problem Solving:
   1. The greatest challenge to this position is the solving of temperature control problems related to weather, seasons, remodeling and tenant equipment changes.

   2. Responsible for performing routine repairs of plumbing, light fixtures, doors, hardware, locksmithing, etc.

VI. ACCOUNTABILITY:
A. Freedom to Act:
   1. Repairs and replaces building mechanical equipment with approval of Senior Engineer IV.

B. The impact on corporate profitability is significant; inasmuch as twenty five percent (25%) of the building's operating expenses are energy related.

C. Engineers assist managers in maintaining building security, including maintaining a current cataloged key system and performing minor locksmithing work.

VII. QUALIFICATIONS:
A. High school and Vo-Tech education preferred.

B. Special education courses in HVAC maintenance preferred.

C. Must have good oral communication skills.

D. Three (3) five (5) years' experience preferred.

E. Some SMA (BOMA) courses completed.

KW/jcb/opelu#12
LETTER OF AGREEMENT

Cushman & Wakefield/NorthMarq, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

Upon ratification of this Agreement, and every March 1st through the duration, Jason Galvin will receive an additional forty (40) hours into his PTO bank while he is under this Agreement.

For:  Cushman & Wakefield  
NorthMarq Companies

Carrie Patton, AVP/Senior Business Partner  
Human Resources NorthMarq Companies

For:  International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Ken Wieken, Business Representative

Jason Galvin, Steward

Dated:  2/13/15  

Dated:  1/30/2015

KW/jcb/opeiu#12