

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**INTERNATIONAL UNION OF OPERATING
ENGINEERS**



LOCAL 68-68A-68B, AFL-CIO

AND

CBRE TECHNICAL SERVICES, LLC

Site: 148 Princeton/Hightstown Road, Hightstown, NJ

JULY 1, 2013 - JUNE 30, 2018

A G R E E M E N T between CBRE TECHNICAL SERVICES, LLC, with its principal office at 201 South College Street, Suite 1700, Charlotte, NC 28244 (hereinafter referred to as the "Company"), and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B, affiliated with the AFL-CIO, 11 Fairfield Place, West Caldwell, NJ 07006 (hereinafter referred to as the "Union").

The Contract applies to the facilities located at 148 Princeton/Hightstown Road, Hightstown, New Jersey; the Company having a contract with the said owners of the buildings for the performance of certain work.

ARTICLE I - RECOGNITION OF THE UNION

The Company recognizes the Union as the sole bargaining agency for the Chief Engineer, Engineers, Maintenance Technician, Helper and Apprentice, excluding supervisors, office help and other workers coming within the jurisdiction of other crafts which are under contractual relationship with the Company, and exclusions as provided by the National Labor Relations Act.

ARTICLE II - NATURE OF WORK

This Agreement covers those employees employed by the Company as Engineers and Maintenance Technician. This staff shall maintain, repair, and operate all mechanical systems and equipment throughout the building including, but not limited to, the heating, cooling and ventilating systems; water, gas and compressed air systems; control systems; refrigeration equipment; and lighting components.

There shall be no stoppage of work as a result of any jurisdictional dispute that may arise between crafts.

ARTICLE III - UNION SECURITY

All covered employees as herein provided for shall, within thirty (30) days after employment, or thirty (30) days after the effective date of this Agreement, whichever is later, as a condition of continued employment, become and remain members of the Union in good standing with the Union.

Whenever additional employees are required, the Company shall notify the Union of such need. Whenever an employee is hired or rehired, the Company shall immediately, in writing, notify the Union of the name and address of such employee.

The Company grants the Union maximum Union security permissible under applicable laws. This shall be subject to such conditions as may be necessary under such laws.

ARTICLE IV - EMPLOYEES DUES AUTHORIZATION

1. The Company agrees to deduct the regular monthly Union dues and/or initiation fees from wages of each employee who is or becomes a member of the Union; provided that such employee has first filed with the Company an individual voluntary written authorization to make such deductions. The form for each authorization is hereto agreed to between the parties and attached hereto and made a part of this Agreement.
2. The Union dues and/or initiation fees so deducted shall be paid by the Company to the Financial Secretary of the Union, Local 68-68A-68B, monthly, for the term of the Agreement. The Union shall certify, in writing, to the company the amount of dues and/or initiation fees and the name and address of the payee to receive same.
3. An employee who voluntarily executes a written authorization card agrees that such dues deductions are to continue for a period of one (1) year and thereafter, on a year-to-year basis, unless said employee shall terminate such authorization during the fifteen (15) day period immediately prior to any contract anniversary date. Said notice of termination shall be in writing, signed by the employee and a copy of such notice of termination filed with both the Company and the Union within the revocable period hereinbefore mentioned.

4. The Company will remit to the Union all deducted dues monies no later than the 15th of the month following the month for which dues were deducted. If dues remittances have not been received by the Union in full within 30 days from the 15th of the month following the month for which the dues were deducted, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the Company was delinquent in transmitting deducted dues payments to the Union, the Arbitrator shall award interest, 20% of the delinquent amount to the Award as liquidated damages, and shall hold the Company liable for the full cost of the Arbitration, including the Union's attorney fees.

ARTICLE V - SENIORITY

The principle of job seniority, within classification, shall prevail in all cases of layoffs and rehires, vacations, promotions and demotions; provided the remaining or recalled employee can reasonably perform the required work. In the case of layoffs occasioned by reduction of force, classification seniority shall be followed with due consideration for the efficiencies and special needs of the department. In the event the Company's contract with its client is impacted by a change in the size or composition of the work site, and the Company determines that a work force adjustment is necessary, the Company retains the right to determine the employees to be retained in employment, and will give due consideration to seniority when making such determination.

ARTICLE VI - DISCIPLINE OF EMPLOYEES

The Company retains the right to reject any job applicant referred by the Union and to discharge any employee for cause.

The Company shall be the sole judge of the competency of its employees.

The assignment, reassignment, promotion and disciplining of all employees is herein recognized as a function of the Company.

ARTICLE VII - SETTLEMENT OF ALL DISPUTES

This Article shall apply to any difference of opinion, controversy of dispute between the parties hereto relating to any matter of wages, hours or working conditions, or any dispute between the parties involving the interpretation or application of the provision of this Collective Bargaining Agreement.

The Union Shop Steward and the designated Company Representative shall attempt to adjust all disputes between the parties.

On failure of settlement, the Union Business Representative and the designated Company Representative shall attempt to adjust the dispute.

On failure of settlement, either party may request arbitration, provided it entails a question of interpretation, application or enforcement of this Agreement. The Arbitrator shall be designated by the American Arbitration Association (AAA). Decision of the arbitrator shall be final. Costs of the arbitrator shall be borne equally.

ARTICLE VIII - WAGES

	<u>Effective 7/01/13</u>	<u>Effective 7/01/14</u>	<u>Effective 7/01/15</u>	<u>Effective 7/01/16</u>	<u>Effective 7/01/17</u>
Engineer	\$28.56	\$29.13	\$29.71	\$30.30	\$30.91
Maintenance Technician	\$24.15	\$24.63	\$25.12	\$25.62	\$26.13
Helper	\$21.00	\$21.42	\$21.85	\$22.29	\$22.74

The Company and Union also agree that any current employee enjoying a rate of pay that exceeds the wage schedule for his job classification will not have his wage rate reduced during the term of this Agreement. The Company and Union agree that if, during the term of this Agreement, the Company has a need to establish a wage rate for Chief Engineer, Assistant Chief Engineer, Lead Engineer, or any other classification not covered by the wage schedule, the Company and Union will meet to discuss such wage rate.

Classifications: Chief Engineer, Engineer, Maintenance Technician, Helper, Apprentice. Chief Engineer and Engineer must possess current state license certification. Attached is a listing of employee names, current rates of pay and proposed job titles.

ARTICLE IX - WORK WEEK, WORK DAY, OVERTIME

Work Week - The work week shall begin at 12:00 am on Monday and conclude at 11:59 pm the following Sunday.

Work Day - The Company has the right to schedule and change shifts. The Company may establish a work day of eight (8) hours per day or twelve (12) hours per day.

Work Day - 8 Hours: The work day shall consist of eight (8) consecutive hours, excluding a one-half (1/2) hour non-paid meal break.

Overtime at the rate of time and one-half (1 1/2) shall be paid for all time worked in excess of eight (8) hours in any one (1) day, or in excess of forty (40) hours in any one (1) week.

Work Day - 12 Hours: The work day shall consist of twelve (12) consecutive hours, excluding a one-half (1/2) hour non-paid meal break.

Overtime at the rate of time and one-half (1 1/2) shall be paid for all time worked in excess of twelve (12) hours in any one (1) day, or in excess of forty (40) hours in any one (1) week.

Double time (2X) shall be paid on the 7th consecutive day worked in the work week.

On-Call: Employees who are responsible to be on-call and available to respond to the facility during the employees' non-working hours shall be paid at the rate of five (5) hours pay at the rate of time and one-half (1 1/2).

Call-In: Employees called into worksite during their non-working hours shall receive a minimum of four (4) hours pay at the rate of time and one-half (1 1/2), contingent upon prior authorization by the Company.

ARTICLE X - VACATIONS

The regular employees shall receive vacations, with pay, in each year, according to the following:

EMPLOYMENT

One (1) year of continuous service
Five (5) years of continuous service
Ten (10) years of continuous service

VACATION

Two (2) weeks vacation w/pay
Three (3) weeks vacation w/pay
Four (4) weeks vacation w/pay

Should a holiday fall during the vacation period, an additional day of vacation shall be allowed.

The vacations may be taken anytime during the calendar year. Choice of vacation periods shall be according to seniority so far as compatible with the proper operation of the Company and shall rest in the final discretion of the Company.

An employee who leaves his/her position after one (1) years service, of his/her own accord shall be entitled to his/her accrued vacation credits, provided he/she gives notice of his/her intention to leave at least one (1) week before doing so, the notice to be delivered to his/her immediate supervisor.

ARTICLE XI - HOLIDAYS, PERSONAL & SICK DAYS

The following days shall be deemed paid holidays regardless of the day of week same may fall upon:

New Year's Day	Labor Day
President Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	1 Floating Holiday

Time and one-half (1-1/2) shall be paid for all hours worked on a holiday, in addition to the eight (8) hour holiday allowance.

In order to be eligible for holiday pay the employee must work his last scheduled work day prior to, his next scheduled work day following and the holiday if scheduled to work.

Personal Days:

The Company agrees to grant to each employee three (3) days off, with pay, for personal reasons in each contract year. The employee shall notify the Company at least forty-eight hours (48) in advance. No more than one employee shall be off on the same day, unless agreed to by the Company.

Sick Days:

All employees shall receive three (3) paid sick days per calendar year.

Employees using a paid sick day shall call into work a minimum of one (1) hour prior to the start of their shift. Unused sick days shall not be accrued into the following year.

ARTICLE XII - MISCELLANEOUS

The Union shall designate one (1) member of the Union in the employ of the Company to act as Shop Steward.

Wages are paid bi-weekly by check or direct deposit.

In the event that the regular pay day falls on a holiday, employees shall be paid on the preceding day.

During the period of this Agreement, there shall be no reduction in wages, nor an increase in hours, except as herein provided.

In reducing forces, the Company is required, in addition to their accrued vacation credits, to give employees who have been employed by the Company for one (1) year, two (2) weeks notice.

ARTICLE XIII - NO STRIKE - NO LOCK OUT

During the life of this Agreement, there shall be no strike or other like interference with the Company's business, and there shall be no lockout on the part of the Company.

ARTICLE XIV - WELFARE AND PENSION BENEFITS

Welfare Fund

Effective July 1, 2013, the Company shall pay to the Engineers' Union Local 68 Welfare Fund, duly established in accordance with law, six dollars and sixty-five cents (\$6.65) for each hour a covered employee is paid, not to exceed forty (40) hours per week.

Effective September 1, 2013, the Company shall pay to the Engineers' Union Local 68 Welfare Fund, duly established in accordance with law, seven dollars and fifteen cents (\$7.15) for each hour a covered employee is paid, not to exceed forty (40) hours per week.

Effective September 1, 2014, the Company shall pay to the Engineers' Union Local 68 Welfare Fund, duly established in accordance with law, seven dollars and sixty-five cents (\$7.65) for each hour a covered employee is paid, not to exceed forty (40) hours per week.

Effective September 1, 2015, the Company shall pay to the Engineers' Union Local 68 Welfare Fund, duly established in accordance with law, eight dollars and fifteen cents (\$8.15) for each hour a covered employee is paid, not to exceed forty (40) hours per week.

Effective September 1, 2016, the Company shall pay to the Engineers' Union Local 68 Welfare Fund, duly established in accordance with law, eight dollars and sixty-five cents (\$8.65) for each hour a covered employee is paid, not to exceed forty (40) hours per week.

Effective September 1, 2017, the Company shall pay to the Engineers' Union Local 68 Welfare Fund, duly established in accordance with law, nine dollars and fifteen cents (\$9.15) for each hour a covered employee is paid, not to exceed forty (40) hours per week.

In the event during the term of the Agreement the Federal Government enacts a comprehensive health insurance policy which affects the contribution rates specified above or the trustees change the rates, the parties agree to meet and negotiate the difference, if any, in cost as to where such monies are to be allocated, wages, annuity or pension fund.

Payments shall commence as of the date of their Agreement, and the employees shall be covered by benefits in accordance with the rules of the Trustees. The Company agrees to the existing Trustees.

Pension Fund

Effective July 1, 2013, the Company shall pay to the Engineers' Union Local 68 Pension Fund duly established in accordance with law, one dollar (\$1.00) for each hour a covered employee is paid not to exceed forty (40) hours per week.

Effective September 1, 2014, the Company shall pay to the Engineers' Union Local 68 Pension Fund duly established in accordance with law, one dollar and fifty cents (\$1.50) for each hour a covered employee is paid not to exceed forty (40) hours per week.

Effective September 1, 2015, the Company shall pay to the Engineers' Union Local 68 Pension Fund duly established in accordance with law, two dollars (\$2.00) for each hour a covered employee is paid not to exceed forty (40) hours per week.

Effective September 1, 2016, the Company shall pay to the Engineers' Union Local 68 Pension Fund duly established in accordance with law, two dollars and fifty cents (\$2.50) for each hour a covered employee is paid not to exceed forty (40) hours per week.

Effective September 1, 2017, the Company shall pay to the Engineers' Union Local 68 Pension Fund duly established in accordance with law, three dollars (\$3.00) for each hour a covered employee is paid not to exceed forty (40) hours per week.

ARTICLE XV - EDUCATION FUND

The Company shall pay to the Engineers' Education Fund, eight dollars (\$8.00) per week, per employee.

ARTICLE XVI - ANNUITY FUND

Effective July 1, 2013, the Company shall pay to the Engineers' Union Local 68 Annuity Fund, two dollars (\$2.00) for each hour a covered employee is paid.

Effective September 1, 2014, the Company shall pay to the Engineers' Union Local 68 Annuity Fund, two dollars and seventy-five cents (\$2.75) for each hour a covered employee is paid.

Effective September 1, 2015, the Company shall pay to the Engineers' Union Local 68 Annuity Fund, three dollars and fifty cents (\$3.50) for each hour a covered employee is paid.

Effective September 1, 2016, the Company shall pay to the Engineers' Union Local 68 Annuity Fund, four dollars and twenty-five cents (\$4.25) for each hour a covered employee is paid.

Effective September 1, 2017, the Company shall pay to the Engineers' Union Local 68 Annuity Fund, five dollars (\$5.00) for each hour a covered employee is paid.

In the event an employee is paid at the premium time of time and one-half (1-1/2) the regular hourly rate, or double time (2x) the regular hourly rate, the aforementioned contribution rate shall be likewise, increased to time and one-half (1-1/2), or double time (2x), depending upon the rate in effect.

ARTICLE XVII - DEATH IN IMMEDIATE FAMILY

An employee shall be granted reasonable time off, not to exceed three (3) days, from day of death through day of burial, for absences on account of death to spouse, son, daughter, mother, father, sister, brother, mother-in-law and father-in-law. Should the employee lose any scheduled straight time pay as a result he shall be reimbursed at his regular rate of pay.

ARTICLE XVIII - JURY DUTY

Employees actually serving on juries will receive the difference between their straight-time hourly basic weekly wage and the amount received on jury duty for a maximum of two (2) weeks.

ARTICLE XIX - POLITICAL ACTION COMMITTEE CHECKOFF

The Company agrees to deduct from each employee the sum of one dollar (\$1.00) per week (or \$52.00 per year), and to forward that amount to the Engineers' Political Action Committee, provided that such employee has first filed with the Company an individual voluntary written authorization to make such deduction. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the Engineers' Political Action Committee are not conditions of membership in the Union, nor of employment with the Company, and that the Engineers' Political Action Committee will use the money it receives to make political contributions and expenditures in connection with Federal, State and local elections.

ARTICLE XX - EMPLOYEE ASSISTANCE FUND

The Company shall continue to contribute to the Local 68 Engineers' Union Employee Assistance Fund the sum of two dollars (\$2.00) per week, per employee.

ARTICLE XXI - MANAGEMENT RIGHTS

The management of the business and the direction of the working force shall remain with the Company including the right to hire, promote, discipline and discharge for cause, to use improved methods or equipment, to determine work assignments, and shifts, to decide the number of employees needed at any particular time or place and to exercise the other customary functions of management for the carrying on of the business consistent with the terms and conditions of the Agreement. Those matters not covered by this Agreement are the responsibility of Management.

ARTICLE XXII - FUND DELINQUENCY

The Company will forward contributions to the Funds Office by the 15th of the month following the month for which the contributions are owed. If payments have not been received in full by the Funds Office within 30 days from the 15th of the month following the month for which contributions are owed, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the Company was delinquent in making benefit contributions, the Arbitrator shall award interest, 20% of the delinquent amount to the Award as liquidated damages, and shall hold the Company liable for the full cost of the Arbitration, including the Union's attorney fees.

ARTICLE XXIII - DURATION

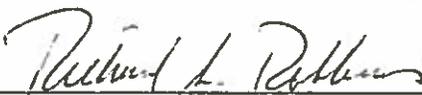
This Agreement effective as of July 1, 2013 and continue until midnight, June 30, 2018, and from year to year thereafter, unless written notice of termination shall be given by either party to the other at least sixty (60) days prior to the expiration date, or any annual renewal date thereafter; provided, however, the Company is under contractual relationship for the work at 148 Princeton/Hightstown Road, Hightstown, New Jersey.

The Company shall provide a thirty (30) day notification to all employees concerning the termination of their employment.

The Union acknowledges that CBRE Technical Services, LLC has entered into this Agreement based on the fact that Company's affiliate is the manager of the property at which the employees are employed. Accordingly, and notwithstanding anything herein to the contrary, this Agreement shall terminate upon termination of the Company's affiliate(s) management of the property unless Company, at its option, assigns this Agreement to a successor manager or owner of the property whereupon Company shall be released from all liabilities hereunder after the date of such termination or assignment, as the case may be.

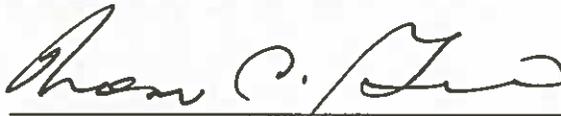
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CBRE TECHNICAL SERVICES, LLC

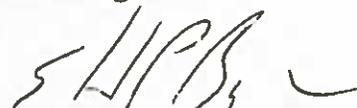


RICHARD A. ROBBINS
Director of Human Resources

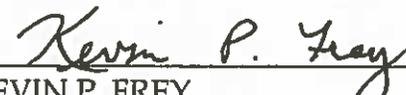
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 68-68A-68B, AFL-CIO



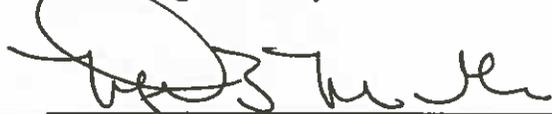
THOMAS P. GIBLIN
Business Manager



EDWARD P. BOYLAN
President



KEVIN P. FREY
Recording Secretary



MICHAEL B. MC GLYNN
Business Representative

CLASSIFICATIONS & SENIORITY DATES

Name	Comp Rate prior to 7/1/2013	Service Date	Job Title
David Fagan	\$32.62	04/06/2006	Engineer
Raymond Lipski	\$32.33	04/12/2004	Engineer
Alexander Garde	\$29.54	03/31/2008	Engineer
Alton Jacobs	\$28.44	03/04/1993	Engineer
Brandon Koester	\$28.00	08/14/2006	Engineer
Mark Kaminski	\$29.60	04/16/2007	Maintenance Technician
Mark Miccio	\$24.07	05/25/2009	Maintenance Technician
Steven Dixon	\$23.68	05/19/2008	Maintenance Technician
Jamie Cales	\$21.88	10/31/2005	Maintenance Technician
Albertino Silva	\$25.08	09/11/2008	Helper
David Iacovone	\$24.97	02/28/2010	Helper