

Agreement

Between Deer District, LLC

Service Employees International Union

Local1

At

Fiserv Forum

Effective Date: December 19, 2020

Expiration Date: December 31, 2022

This Agreement reflects the Deer District, LLC assuming the Agreement previously between ABM Industries and Service Employees International Union Local 1 covering janitorial/custodial employees at the Fiserv Forum, as amended by the parties hereto and effective on December 19, 2020.

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AGREEMENT

This Agreement made and entered into by and between Deer District, LLC (the "Employer") and the Service Employees International Union, Local 1 ("Union") for Fiserv Forum.

WITNESSETH

Whereas, both parties to this Agreement desire to prevent strikes and to facilitate the peaceful adjustment of differences that may arise from time to time, and to promote harmony and efficiency to the end that the employees, the Union, the Employer and the general public may be mutually benefited, the parties hereto contract and agree in good faith with each other as follows:

ARTICLE 1- RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for all regular and event employees of the Employer working at Fiserv Forum and ancillary developments, Milwaukee as janitorial/custodial workers or office cleaners excluding, however, supervisors, managers and office clerical employees.

ARTICLE 2 - NONDISCRIMINATION

SECTION 2.1 - NONDISCRIMINATION: No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership or activities in the Union. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, color, religious creed, national origin, age (except as allowed by law), sex, marital status, sexual orientation, physical handicap or veteran status or any other protected class as defined by State or Federal law. It is the policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, age (except as allowed by law), sex, marital status, sexual orientation, physical handicap or veteran status or any other protected class as defined by State or Federal law.

SECTION 2.2 - USE OF GENDER TERMS: Employee means all persons covered by this Agreement whether male or female and the use of masculine terms or pronouns shall include the feminine.

ARTICLE 3 - UNION SECURITY/CHECKOFF

SECTION 3.1 - CHECKOFF: The Employer will deduct from the first pay of each month the Union dues of each employee covered by this Agreement for whom the Employer has signed authorizations. Any Employee who is paying dues or an amount equal to dues may stop making those payments by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual

anniversary date of the Employee's authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Employer will honor Employee check-off authorizations unless they are revoked in writing during the window period, irrespective of the Employee's membership in the union. The Union shall notify employers of the dues structure and amounts to be paid. Dues should be remitted on a monthly basis, not quarterly. The Employer shall provide information for each member of the bargaining unit and shall provide this information to the Union on a regular monthly basis. Such information shall be transmitted electronically in a common, commercially-available electronic format specified by the Union, and shall include the worker's full name, social security number, wage rate, worksite address, hours worked in a month for which payment has been made, home or mailing address, home phone number, personal wireless telephone number, electronic e-mail address, and amount of dues paid during the current month of payment. The Union shall provide a standardized formatted spreadsheet to all Employers.

The parties acknowledge and agree that the term "signed authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, including electronically recorded phone calls, consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "signed authorization" for purposes of this Agreement.

SECTION 3.2 - INFORMATION REQUEST: The Employer agrees within thirty (30) days of the date of hiring to notify the Union of the name(s) and addresses of all new employees including their worksite, phone and wage rate.

SECTION 3.3 - MAINTENANCE OF MEMBERSHIP: The Union will indemnify, defend and hold the Employer harmless against all liability, damages, claims and costs incurred by the Employer, including but not limited to court costs, judgments and attorney fees and expenses, by reason of Employer's compliance with this Section. The Union reserves the right at its option and at its own expense, to appear and defend all such claims whenever suit is brought against the Employer. Employee protests of discharge for alleged non-payment of Union initiation fees or dues will not be subject to the grievance procedure or arbitration.

SECTION 3.4 - COMMITTEE ON POLITICAL EDUCATION (COPE): The Employer agrees to deduct and transmit to SEIU COPE all monies deducted monthly from the wages of those employees who voluntarily authorize such contributions on the forms provided by SEIU Local 1 for that purpose. These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each employee.

ARTICLE 4 – GRIEVANCE PROCEDURE & ARBITRATION

4.1 GRIEVANCE PROCEDURE: In the event that an employee feels that his or her rights under this Agreement have been violated, a grievance may be filed and adjusted in the following manner

4.2 Before filing a written grievance, the employee must present his/her complaint directly to his/her immediate supervisor within five (5) work days of the alleged contractual violation. The immediate supervisor shall have five (5) work days within which to respond in writing.

4.3 In the event the grievance is not resolved, a written grievance shall be prepared and presented to the account representative within five (5) work days after the immediate supervisor has responded to the grievance. The written grievance shall be adjusted and resolved in writing by the Account Representative or other representative designated by the Branch Manager of Employer within five (5) work days of receipt by him/her of the written grievance.

4.4 If the matter is not satisfactorily resolved at that level, the grievance may be presented to the Milwaukee Branch Manager who shall give his/her written response within five (5) work days of the receipt by him/her of the grievance.

4.5 During the steps of the grievance procedure, the aggrieved employee may have the assistance of a Local I Union Representative of their choice.

4.6 In the event that a grievance is not satisfactorily resolved as set forth herein, and the Union wishes to further pursue it, the charging party has the right to have the matter arbitrated. If the parties cannot agree upon an impartial arbitrator, the parties shall request the Wisconsin Employment Relations Commission to appoint an arbitrator from its staff.

4.7 All determinations and awards of an arbitrator hereunder shall be final, conclusive, and binding upon all the parties, executors, administrators, or successors. The arbitrator shall not have the authority to add to, subtract from or alter the provisions of this Agreement.

4.8 For the purposes of this Article, "work days" shall not include Saturday, Sunday, holidays, or any other non-work day, unless otherwise agreed upon by both parties.

4.9 Grievances that are not presented or appealed within the time limits set forth shall be considered withdrawn and abandoned. If there is not a timely answer to a grievance by the contractor in any step of the grievance procedure, the grievance shall be automatically advanced to the next step.

4.10 All grievances will be submitted on a standardized grievance form.

ARTICLE- 5 NO STRIKE/NO LOCKOUT

Section 1. The Union agrees for itself and its members that there shall be no picketing, strikes, sympathetic strikes or sit-downs for any reason whatsoever and the Employer agrees that there shall be no lockouts during the life of this Agreement, it being the mutual desire of both parties hereto to provide for uninterrupted and continuous service.

Section 2. During the life of this Agreement, the Union nor the unit employees will

promote, engage in or condone, directly or indirectly, a strike, work stoppage, sympathy strike, slowdown, stay-in, picketing, handbilling, boycotting or other activity at the Fiserv Forum and ancillary developments which interrupts, interferes with or distracts from the normal use, operation or enjoyment of the Fiserv Forum and ancillary developments. The Union nor the unit employees will instigate, promote, sponsor, engage in, or participate in, either directly or indirectly, any effort to organize or represent employees of the Fiserv Forum and ancillary developments.

ARTICLE- 6 **SCHEDULING AND LAYOFF**

Section 1. Employees shall be scheduled for events or other work assignments based upon seniority and employee qualifications and availability.

Section 2. When seasonal reductions in work force are required, employees will be reduced based on work performance, attendance, and availability. When all these factors are substantially equal, seniority based on the last date of hire shall apply.

Section 3. Employees that are scheduled to work at Fiserv Forum and ancillary developments and report to work shall be guaranteed a minimum of 3 hours of work.

ARTICLE-7 GENERAL PROVISIONS

Section 1. The Employer shall endeavor to keep overtime to a minimum.

Section 2. Notwithstanding anything else herein contained, the Employer may perform all acts or do whatever may be necessary or appropriate to (a) comply with any federal, state or local laws, regulations, or rules which regulate or which are applicable to the Employer, its employees or its operations, and (b) to comply with any instructions or directions given by any examiner or other person pursuant to any such law, regulation, or rule.

Section 3. It is agreed by the Employer that employees will not be permitted to enter into any individual agreements or contracts, either individually or collectively.

Section 4. Employees shall have a 60 day probationary period from date of hire during which the employee may be terminated for any reason without showing just cause. After the probationary period, an employee may be disciplined or discharged for just cause. No warnings or reprimands shall be considered for purposes of disciplinary action after (18) eighteen months from the date of the warning or reprimand.

Section 5. The Employer and the Union shall not discriminate against any employee, to the extent prohibited by State or Federal law, because of race, sex, age, religious affiliation, nationality, handicap, sexual orientation or Union affiliation or being in any other legally protected class.

Section 6. The Employer will provide safe working environment. Ear plugs and gloves will be provided to appropriate employees when needed. The Employer will provide shirts to employees during their employment. The Employee will maintain and clean all provided shirts and must wear a clean shirt when reporting for their schedule workday.

Section 7. The Employer shall provide a Bulletin Board at a place designated by the Employer, provided that such space is made available by building management, for the purpose of posting notices of official business of the Union.

Section 8. Union designated representatives shall be allowed to visit Fiserv Arena for the purposes of ascertaining whether this agreement is being observed and to engage workers in on-site organizing. This right shall be exercised reasonably and will not interfere with the regular course of work in the Arena.

The Union must give the Fiserv manager at least 24 hours' notice of all visits to the Fiserv Arena and receive approval from the manager in advance of the visit. Approval will not be unreasonably withheld.

Section 9. The Union shall notify the Employer of all designated Work Site Leaders, who shall have the right to investigate complaints relating to the terms of this Agreement at their regular job location on the Employer's time. For purposes of layoff and recall, only one Worksite Leader shall have super seniority in their work location and be the last worker laid off and the first recalled.

That person will be the employee with the most seniority in the building. Work Site Leaders shall be granted Three (3) days off with pay per year to attend Work Site Leader training classes. There shall be no retaliation against Work Site Leaders for Union activity.

ARTICLE 8
WAGES

Section 1. The minimum hourly start rate and minimum hourly job rate for employees covered by this Agreement who have been employed by the Employer for at least six (6) months shall be as follows (wage rates for Janitor/Custodial Worker for work between December 19, 2020 and December 31, 2020 shall be as provided in the prior ABM Industries and SEIU Local 1 Agreement):

<u>Janitor/Custodial Worker</u>	<u>1/1/21</u>	<u>1/1/22</u>
Start Rate:	\$14.00	\$14.50
Job Rate:	\$15.00	\$15.50

ARTICLE 9
EMPLOYEE LIST

Section 1. The Employer, upon request, shall furnish the Union with a complete list of bargaining unit employees showing name, last known address, rate of pay, and date of hire, telephone numbers.

Section 2. The Employer shall furnish the Union with a list of hires and terminations on a monthly basis.

ARTICLE 10
LEAVES

Section 1. The Employer shall comply with the provisions stated in the Wisconsin Family Medical Leave Act or Federal Medical Leave Act.

ARTICLE 11
MANAGEMENT RIGHTS

Section 1. The Employer retains all rights and prerogatives necessary or appropriate to manage and conduct the Employer's operations and activities, including, but not limited to the right to direct the work force and assign work, discipline (including discharge) for just cause, hire or transfer employees, determine work schedules, fill job vacancies, make, modify and enforce rules, policies and regulations (including rules, policies and regulations in effect prior to this Agreement), layoff for lack of work or other legitimate reason, determine the type, quantity and quality of services and products to be provided and the schedules and methods for providing such services.

Section 2. There shall be no limitation whatsoever on the type or quantity of work which may be performed by supervisors or other non-bargaining unit personnel. It is specifically recognized non-bargaining unit personnel may perform office and other cleaning during periods when bargaining unit employees are not scheduled or on layoff, such as during the basketball off season.

ARTICLE 12
BENEFITS FOR REGULAR EMPLOYEES

Eligibility For Regular Employee Benefits: Employees must be scheduled to work for 30 hours or more a week to be eligible for the benefits contained in the Article

SECTION 1.1 • PAID HOLIDAYS: Regular Employee will receive seven (7) paid holidays. Holidays include: New Year's Day, Dr. Martin Luther King, Jr.'s Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

SECTION 1.2 • HOLIDAY PAY: The compensation for the above-mentioned holidays shall be a regular days pay. Employees who are required to work on any of the above holidays shall

be paid at the rate of one and one-half (1.5) times their rate of pay, in addition to said holiday pay. To be eligible for holiday pay, the employee must work the scheduled work day before and after the holiday. This policy will be waived with a written doctor's excuse or if employee has a scheduled vacation.

SECTION 1.3- FLOATING HOLIDAY: Core staff who are regularly scheduled to work thirty (30) hours or more a week may take one (1) floating holiday per year. This floating holiday may be taken on a date mutually agreed upon by the Employer and the employee; provided the employee gives at least two (2) weeks advance notice. Seniority shall apply in determining which employees may take which day as their floating holiday. Time taken off for the one (1) floating holiday will be paid as one (1) day's straight time pay.

VACATIONS:

SECTION 2.1- VACATIONS: Regular Employees shall receive vacation benefits, with pay, in accordance with the following schedule:

<u>Years of Service</u>	<u>Weeks Paid Vacation</u>
One Year	One Week
Two Years	Two weeks
Five Years	Three Weeks
Fifteen Years	Four Weeks

SECTION 2.2 - VACATION PAY: Each week of vacation pay shall be equal to the employee's normal weekly earnings at the time the vacation is taken. In the event an employee has not maintained a regular work schedule during the month preceding that in which he receives his vacation, vacation pay shall be based upon the employee's average number of hours worked over the period since his last employment anniversary date.

All employees shall receive their vacation paycheck on the pay date immediately proceeding the day on which such employee starts their vacation.

Any employee who quits or whose employment with the Employer terminates, for any reason, shall receive pro-rated vacation benefits, rounded to the nearest month of employment, from that Employer from whom the employment relationship was terminated.

Section 2.3 ACCRUED - Vacation rights of employees shall not be affected by a change of ownership or management or cleaning company of a building. Any employee employed by a contractor whose employment is terminated by reason of change of- contractor shall be paid out by the exiting contractor for all vacation earned and accrued and will be entitled to full vacation with pay from the new contractor less any vacation pay that many have been received by the employee from the displaced contractor.

SECTION 3.1 -SICK LEAVE: There shall be a total of four (4) sick days per year for regular employees with at least one (1) year of service who qualify for this benefit. When calling in sick, employees must give notice in accordance with the company's reasonable rules and regulations. Unused sick days at the end of the year do not rollover and are forfeited.

Section 3.2 The Employer shall not require medical approval because of short-term illness or disability up to and including three (3) consecutive working days, provided however, that when an

employee is chronically absent, the Employer may require such medical approval with the consent of the union.

BEREAVMENT LEAVE:

SECTION 4.1 • BEREAVEMENT LEAVE: The Employer agrees to pay employees covered by this Agreement for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled workdays at straight time. The employee is required to provide proof of death.

The term "immediate family" shall mean: husband, wife, mother, father, son, daughter, sister, brother, grandparent; step-son, step-daughter or grandchild.

The Employer agrees to pay employees covered by this Agreement for necessary absence on account of death of an In-Law up to and including a maximum of two (2) scheduled workdays at straight time. The employee is required to provide proof of death. The term "In-Law" shall mean: mother-in-law and father-in-law.

HEALTH AND WELFARE BENEFITS:

The Company will offer H&W coverage that complies with the Affordable Healthcare Act (ACA). Full-time employees (averaging 30 or more hours per week) will be offered healthcare coverage, the design of which may change from year to year. The Employer will contribute to the cost of Employee coverage in accordance with the ACA. Employees shall be charged a portion of the premium in an amount no greater than other employees of the Employer.

OVERTIME:

SECTION 5.1 - OVERTIME: Employees will be paid one and one-half (1-1/2) times their hourly rate of pay for all hours worked after eight (8) hours a day or after forty (40) hours a week.

ARTICLE 12
DURATION OF AGREEMENT

Section 1. This Agreement and provisions hereto shall supersede all previous agreements between the parties hereto, and shall be in full force and effect on both parties from December 19, 2020 through December 31, 2022, and thereafter from year to year unless mutually changed and modified by the parties hereto at the end of any such year by either party upon sixty (60) days prior written notice delivered to the other.

It is agreed this 19th day of January 2021:

Deer District, LLC



SEIU Local 1

Title

SEIU Local 1 President

