

AGREEMENT

Agreement

This Agreement is dated May 12, 2016 by and between the Milwaukee Bucks LLC, the Head of the Herd, LLC, Deer District LLC, and their affiliates that are directly involved with the development of the Project (collectively, “Developer”); and the Alliance for Good Jobs (“Alliance”).

Section 1. Definitions.

For the purposes of the Agreement, the following definitions shall apply:

- (1) “Covered Employee” means any individual, employed by the Developer or engaged and performing services under a contract with Developer, and receiving compensation for labor in post-construction employment on the premises of the Project, as defined herein, whether within the arena or any ancillary development, whether on a full-time or part-time basis, and whether permanent or temporary, employees of a Hotel in the Project area whether employed by Developer or another employer and employees working in a parking area or parking ramp on the Project.
 - (a) “Covered employee” is deemed to include the following categories of employees, whether or not called by the same names performing similar duties, with the specified limitation:
 1. Custodial or janitorial employees employed on the premises of the arena by the Developer or engaged and performing services under a contract with Developer.
 2. Custodial or janitorial employees employed on the premises of the “live block” by the Developer or engaged and performing services under a contract with Developer.
 3. Food and/or beverage services employees employed by the Developer or engaged and performing services under a contract with Developer on the premises of the arena.
 4. Security employees employed by the Developer or engaged and performing services under a contract with Developer on the premises of the arena.
 5. Security employees employed by the Developer or engaged and performing services under a contract with Developer on the premises of the “live block.”
 6. Ticket-takers, ushers, maintenance employees, and similar property services employees employed by Developer or engaged under a contract with Developer on the premises of the arena.
 7. Ticket-takers, ushers, maintenance employees, and similar property services employees employed by Developer or engaged under a contract with Developer on the premises of the “live block.”
 8. Custodial or janitorial employees employed by Developer or performing services under a contract with Developer on the premises of the Project outside of the arena and “live block.”

9. Security employees employed by the Developer or engaged and performing services under contract with the Developer on the premises of the Project outside of the arena and “live block.”
10. Grocery store employees employed on the premises of any retail grocery store developed within the Project.
11. Hospitality or hotel employees employed on the premises of any hotel developed within the Project.
12. Parking attendant or similar parking services employees employed on the premises of the Project.
13. Food and/or beverage services employees employed on the premises of the “live block.”

(b) “Covered employee is deemed not to include managerial or supervisory employees, any employees or contractors of any medical clinic or similar business providing health care services, volunteers providing food and beverage concession services to raise money for a non-profit entity, game day entertainment workers and event production staff employed or engaged by Developer, employees of a driving range (Top Golf), bowling alley or arcade or similar entertainment or recreational venue and any other employees providing any services in the Project not otherwise mentioned herein. And any employees specifically excluded from this agreement in Appendix “XX” which is attached hereto and incorporated herein by this reference.

(c) Covered employees numbered 1, 3, 4 and 6 (Arena employees) above shall be referred to in this agreement as “Covered Employees - Group 1”; covered employees numbered 2, 5 and 7 (Live Block employees) above shall be referred to in this agreement as “Covered Employees - Group 2”; covered employees numbered 8 and 9 (Employees outside arena and “live block” but within the Project) above shall be referred to in this agreement as “Covered Employees - Group 3”; covered employees numbered 10, 11 and 12 (Grocery, Hotel and Parking) above shall be referred to in this agreement as “Covered Employees - Group 4”; covered employees numbered 13 (Food and Beverage in “live block”) above shall be referred to in this agreement as “Covered Employees - Group 5.”

(2) “Covered Employer” means a person, firm, partnership, corporation, joint venture, or other legal entity that employs a covered employee, as defined herein.

(3) “Developer” means the Developer signatory(ies) to this agreement, Milwaukee Bucks LLC, Head of the Herd LLC, Deer District LLC, and any of their affiliates that are directly involved with the development of the Project inclusive of any person, firm, partnership, corporation, joint venture or other legal entity affiliated with the signatory(ies) to this agreement, Milwaukee Bucks LLC, Head of the Herd, Deer District LLC, or their members, collectively defined as “Developer.”

(4) “Project” means any development within the boundaries of City of Milwaukee Tax Incremental District Number 84 undertaken by the Developer, in whole or in part, including the arena and ancillary developments, inclusive of projects undertaken by an entity other than the developer but through an agreement with the Developer.

Section 2. Application and Coverage.

- (1) The Developer agrees that all covered employers as defined herein including but not limited to the Developer shall be subject to the terms of this agreement and that all covered employees as defined herein shall be covered by the terms of this agreement.
- (2) The Developer agrees that the terms of this agreement shall be applicable to any successor, assignee or transferee of Developer.
- (3) The Developer shall incorporate the terms of this agreement or their substantial equivalent into any contract or subcontract agreement entered into by Developer giving a right or causing any legal entity other than the Developer to employ persons as covered employees on the premises of any portion of the project controlled by Developer as specified in this agreement.
- (4) Nothing in this agreement shall prevent the Developer or any employer or employees, whether covered employer or covered employees or otherwise, from establishing the terms and conditions of employment more favorable to employees than the provisions of this Agreement unless otherwise limited by applicable City, County, State or Federal law.

Section 3. Living Wage.

- (1) Living Wage Requirement. All adult covered employees employed by a covered employer shall be paid a minimum hourly wage or its salary equivalent no less than the rate specified in the Living Wage Rate Table in this section, subject to the waiver or exemption specified in this section.
- (2) Living Wage Rate Table. The minimum hourly wage rate shall be as follows:
 1. As of January 1, 2017: \$12.00
 2. As of January 1, 2018: \$12.50
 3. As of January 1, 2019: \$13.00
 4. As of January 1, 2020: \$13.50
 5. As of January 1, 2021: \$14.00
 6. As of January 1, 2022: \$14.50
 7. As of January 1, 2023: \$15.00
 8. On January 1 of all subsequent years thereafter: The minimum wage rate shall be increased at the rate of inflation for the preceding year, measured by the CPI-U for Milwaukee and Racine but shall not be less than 2% nor exceed 3%.
- (3) Waiver. The requirements of this section may be modified or waived regarding covered employees and covered employers subject to the terms of a collective bargaining agreement between an employer and a union, where the parties to such collective bargaining agreement expressly specify their intent to waive same in the agreement.

(4) For purposes of this Section the term “adult” shall mean an individual who is at least eighteen (18) years of age.

(5) Exemption. The following groups shall be exempt from the requirements of this program: Food and/or Beverage Service Workers employed on the premises of the “Live Block” and (list).

Section 4. Labor Peace.

- (1) Labor Peace Requirement. Covered employees as specified herein shall be covered by a labor peace agreement or other labor agreement as described in this section, subject to any limitations declared in this section.
- (2) Covered employers employing covered employees from Covered Employees - Group 1 (arena employees), as specified in Section 1 of this agreement, shall be a signatory to a valid collective bargaining agreement with a labor organization designated by the Alliance or shall be a signatory to a labor peace agreement with a labor organization designated by the Alliance substantially similar to the template labor peace agreement found in [Appendix 1] of this agreement.
- (3) Covered employers employing covered employees from Covered Employees - Group 2 (“live block” employees), as specified in Section 1 of this agreement, shall be a signatory to a valid collective bargaining agreement with a labor organization designated by the Alliance or shall be a signatory to a labor peace agreement with a labor organization designated by the Alliance substantially similar to the template labor peace agreement found in [Appendix 1] of this agreement.
- (4) Covered employers employing covered employees from Covered Employees - Group 3 (Employees in Project but outside arena or “live block”), as specified in Section 1 of this agreement, shall be a signatory to a valid collective bargaining agreement with a labor organization designated by the Alliance or shall be a signatory to a labor peace agreement with a labor organization designated by the Alliance substantially similar to the template labor peace agreement found in [Appendix 1] of this agreement.
- (5) Covered employers employing covered employees from Covered Employees - Group 4 (grocery, hotel and parking), as specified in Section 1 of this agreement, with the exception of employees of any retail grocery store operation which shall be addressed as outline in paragraph 7 of this section, shall be a signatory to a valid collective bargaining agreement with a labor organization designated by the Alliance or shall be a signatory to a labor peace agreement with a labor organization designated by the Alliance substantially similar to the template labor peace agreement found in [Appendix 1] of this agreement.
- (6) The Alliance shall instruct any Union and its representatives to ensure that they will not coerce, or threaten or mislead or misinform any Employee in an effort to obtain signed authorization cards addressed in the Labor Peace Agreements. The card check provisions of the Labor Peace Agreements referenced in this Section 4 shall be without force and effect in the event that it is established that the

Alliance and/or Union or their representatives have engaged in such actions.

- (7) In the event that the Developer plans to open or enter into any contract with a contractor or with a subcontractor for a retail grocery operation, Developer shall provide notice of same to the Alliance. At the request of the Alliance, Developer shall meet with representatives of the Alliance to discuss the voluntary application of the terms of this agreement to the operation.
- (8) In the event that the Developer plans to open or enter into any contract with a contractor or with a subcontractor for a medical clinic or similar business providing healthcare services who is otherwise excluded from this Agreement, Developer shall provide notice of same to the Alliance. At the request of the Alliance, Developer shall meet with representatives of the Alliance to discuss the voluntary application of the terms of this agreement to the operation.

In the event that the Developer enters into a contract with a contractor or with a subcontractor who will employ employees in the Project Area who is otherwise excluded under this agreement, Developer will provide notice of same to the Alliance. At the request of the Alliance, Developer shall meet with representatives of the Alliance to discuss the voluntary application of the terms of this agreement to the operation.

- (9) Exemption. The following groups of employees shall be exempt from the requirements of this Section – Food and/or Beverage Service Workers employed on the premises of the “Live Block”
And (list)

Section 5. First-Source Hiring Program.

- (1) Covered employers shall engage in reasonable efforts to employ covered employees residing (at the time of their initial hire) in Target Hiring Zone – Tier 1 and Target Hiring Zone - Tier 2. The parties agree, as a goal, that at least fifty percent (50%) of the covered employees of a covered employer shall reside (at the time of initial hire) in the Targeted Hiring Zones. This goal shall be first measured after the commencement of operations on the premises of the Project for the specific covered employer and shall continue for not less than five (5) years subsequent to the commencement of operations on the premises of the Project for the covered employer, but lasting no longer than until December 31, 2027 for all covered employers.

1. Targeted Hiring Zone shall include the following areas: zip codes 53204, 53205, 53206, 53208, 53210, 53212 (within the limits of the City of Milwaukee), 53215, 53216, 53218, and 53221 (north of Howard Avenue).

- (2) Covered employers shall source applicants for employment as a covered employee through the first-source hiring hall program outlined in this section. Notwithstanding the obligation set forth in the prior sentence, covered employers shall retain sole discretion for hiring any person for employment as a covered employee.

(3) In the event that a covered employer cannot hire or maintain employment of a sufficient number of covered employees to meet the requirements in this article or if a covered employer cannot fulfill its obligations under this section, the covered employer shall:

1. Notify the Developer, the Alliance and the hiring hall within two weeks of the identification of the inability to meet the requirements of this section; and
2. Meet with the Developer, the Alliance and the hiring hall and confer in good faith attempting to address the issues and to formulate a plan of remedial action intended to fulfill the obligations under this section within two weeks of notification to the Developer, the Alliance and the hiring hall; and
3. Implement the course of remedial action within two weeks of determining the plan of remedial action.

(4) In the event that a covered employer cannot source a sufficient number of covered employees through the hiring hall to meet the requirements of this article or if a covered employer cannot fulfill its obligations under this article upon a reasonable demonstration of inability to meet the requirements of this section and of good faith effort on the part of the employer and the hiring hall, the covered employer shall be afforded a temporary or permanent waiver of obligations under this section from the hiring hall.

(5) The Alliance, shall establish, secure funding or otherwise assume the operating and other costs for a hiring hall for the purpose of implementing this section. In the event the Alliance is unable to secure the requisite funding, Section 5 of this agreement (The First Source Hiring Program) shall be null, void and without force and effect.

1. The hiring hall shall be established as a partnership of the Milwaukee Area Workforce Investment Board and one or more community organizations designated by the Alliance.
2. The hiring hall shall be responsible for employer notifications concerning open positions, establishing a program to conduct outreach to potential employees for covered employers residing within the Targeted Hiring Zones, recruiting targeted job applicants, pre-screening and qualification of potential employees for covered employers, and for the provision of basic employment skills training for pre-screened and qualified potential employees for covered employers. The hiring hall shall establish reasonable criteria for pre-screening and qualification of potential employees for covered employers, in consultation with covered employers.

The hiring hall shall also maintain regular contact with covered employers concerning the Program and assist covered employers in regard to reporting responsibilities related to participation in the Program.

3. The Developer, the Alliance, and the hiring hall shall meet and confer no less than once per quarter to evaluate the effectiveness of the first-source hiring hall program and may mutually agree upon any alterations of operation or obligations of covered employers. Any agreed upon alterations shall be committed to a writing and communicated to all covered employers and other interested parties.
4. Covered employers shall notify the hiring hall of intent to hire for employment of covered employees for initial operation of the covered employer generally no fewer than four (4) weeks prior to the date of hiring for employment of a covered employee. Initial operation shall be considered to last for the first two weeks (2) of operation of the covered employer on the premises of the project. The notification of an intent to hire for employment of covered employees shall include job responsibilities and expectations, any special requirements of employees, prospective work schedule, and information regarding wage or salary rate and other benefits of employment.
5. Covered employers shall notify the hiring hall of intent to hire for employment of covered employees for ongoing operation of the covered employer generally no fewer than two (2) weeks prior to the date of hiring for employment of a covered employee. Ongoing operation shall be considered to begin after the first two (2) weeks of operation of the covered employer on the premises of the project. The notification of an intent to hire for employment of covered employees shall include job responsibilities and expectations, any special requirements of employees, prospective work schedule, and information regarding wage or salary rate and other benefits of employment. In the event that circumstances reasonably prevent a covered employer from providing notice to the hiring hall within the prescribed period of time, the covered employer shall provide to the hiring hall an explanation why it could not meet the requirements of advance notice. Unless otherwise agreed, employers shall not be required to pay a fee, cost or expense of the First Source Hiring Program or any referral fee for potential employees referred to the employer by the First Source Hiring Program.
6. Upon notification by a covered employer of the intent to hire for employment of covered employees, the hiring hall shall provide to the covered employer pre-screened and qualified applicants residing within the Targeted Hiring Zone. The decision to hire a particular applicant at all times is the covered employer's decision and subject to its discretion. The employer may also consider applicants referred or obtained through any source.
7. Upon hiring for employment a covered employee, a covered employer shall promptly notify the hiring hall of the hiring and whether or not the covered employer hired an applicant from those sourced through the hiring hall.
8. Nothing in this agreement shall prevent the employer from hiring any employee on a temporary or provisional basis (not to exceed ninety (90) days) or from hiring any

employee from any source outside the First Source Hiring Program in the event that qualified applicants under the First Source Hiring Program are not available.

9. The hiring hall maintain records subject to the inspection of the Developer and the Alliance on a quarterly basis regarding:
 - a. The number and percentage of covered employees for each covered employer residing within Targeted Hiring Zone, and
 - b. The rates of pay, information regarding non-wage or non-salary benefits, and job duties or responsibilities of covered employees for each covered employer; and
 - c. The names of, contact information for, and employment status within the project for all potential employees sourced through the hiring hall.
10. Exemption. The following groups of employees shall be exempt from the requirements of this First Source Hiring Program: Food and/or Beverage Service Workers employed on the premises of the “Live Block” And (list)
11. Indemnification: The First Source Hiring Program (“Program”) shall indemnify, hold harmless and defend the Developer and any Employer, and their officers, directors, partners, agents and employees (The Indemnified Parties”) from and against all fines, suits, liabilities, proceedings, claims, costs, damages, losses and expenses, including but not limited to, attorney’s fees and court costs, demands, actions, or causes of action of any kind and of whatsoever nature arising from, growing out of , or in any way related to the actions of the Program or its agents taken under this Agreement, or for the negligence, fraud or willfull misconduct of the agents of the Program. This indemnification obligation shall survive the termination of this Agreement for actions taken before the Agreement is terminated.

Section 6. Severability.

If any term, provision, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the agreement shall continue in full force and effect.

Section 7. Miscellaneous Provisions

- a) Dispute Resolution. Any disputes concerning the interpretation, application or enforcement of this agreement shall be referred to representatives of the Developer and the Alliance for resolution.

If the dispute is not resolved by the representatives, the parties agree to submit the dispute to final and binding arbitration. Arbitration of disputes over the interpretation or application of this Agreement shall be conducted by an arbitrator selected from a panel issued by the Federal Mediation & Conciliation Service. Selection of the arbitrator shall be conducted within ten (10)

days of request by either party by alternately striking names from the panel. The party to strike first shall be determined by coin toss.

Fees and costs of the arbitrator shall be split evenly, 50/50, between the Alliance and the Developer.

The Arbitration Award shall be final and binding and enforceable in the United States District Court for the Eastern District of Wisconsin, which shall have exclusive jurisdiction in any enforcement action.

- b) Periodic Meetings. Representatives of the Developer and the Alliance shall meet on a monthly basis to discuss issues and concerns related to the implementation of this agreement.
- c) Minority, Women and Small Business Enterprises. The Parties to this agreement encourage minority, women and small business enterprises (M, W, SBE) to seek opportunities to provide services within the Project area, such work being subject to the terms of this agreement, where applicable.

FOR THE DEVELOPER

Peter Feigin

5/12/16

FOR THE ALLIANCE

Peter Rickman

5/12/16

Appendix 1. Template Labor Peace Agreement.

The purpose of this Agreement is to facilitate labor harmony and a free and fair process through which employees may determine whether or not to be represented by a union in collective bargaining, and if employees so choose union representation for collective bargaining, the expeditious negotiation to conclusion of a first contract.

This Agreement is entered into by and between [EMPLOYER] (hereinafter the "Employer") and the [LABOR ORGANIZATION] (hereinafter the "Union"), collectively the "Parties."

1. This Agreement shall cover all employees in classifications listed in Exhibit A (referred hereinafter as "Employees") at [DESCRIPTIVE OF PROJECT OR WORK] (hereinafter, "Project").
2. The [PROJECT OR WORK] aspect of the Project shall hereinafter be referred to as "[PROJECT OR WORK]", subject to the provisions of Exhibit A.
3. This Agreement applies to the [PROJECT OR WORK] and to no other [SIMILAR TYPE OF PROJECT OR WORK] operated, owned or controlled by the Developer or the Employer.
4. This Agreement does not apply to the workforce or any employees engaged in the construction of the Project.

5. The Parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employees of their rights under Section 7 of the National Labor Relations Act and to avoid picketing and/or other economic action directed at the Employer in the event the Union decides to conduct an organizing campaign amongst the Employees.

6. The Parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as their exclusive representative for the purpose of collective bargaining with their employer, or to refrain from such activity.

7. The Employer will take a neutral approach to unionization of Employees. The Employer will not take any action nor make any statement that directly states or implies any opposition by the Employer to the selection by such Employees of a collective bargaining agent or the choice generally whether or not to form a collective bargaining unit or otherwise form, join, or assist a labor organization, inclusive of the Union. It shall not be considered a violation of this paragraph for the Employer to communicate information to employees confirming that it is aware of the organizing activity and for the Employer to make statements consistent with any joint statement issued by the Employer and the Union upon mutual agreement of the parties.

8. The Employer will not discipline, terminate, discriminate against or treat disparately in any way any Employee on account of support for or opposition to formation of a collective bargaining unit, selection of a collective bargaining agent, of interest in forming, joining or assisting a labor organization. The Union will not discipline, discriminate against or treat disparately in any way any Employee on account of support for or opposition to formation of a collective bargaining unit, selection of a collective bargaining agent, of interest in forming, joining or assisting a labor organization.

9. The Employer will not discriminate against or treat disparately in any way any applicant to become an Employee on account of support for or opposition to formation of a collective bargaining unit, selection of a collective bargaining agent, of interest in forming, joining or assisting a labor organization. The Union will not discriminate against or treat disparately in any way any applicant to become an Employee on account of support for or opposition to formation of a collective bargaining unit, selection of a collective bargaining agent, of interest in forming, joining or assisting a labor organization.

10. The Union and its representatives will not coerce, or threaten or mislead or misinform any Employee in an effort to obtain signed authorization cards. The card check provisions of this agreement, detailed in paragraph 13 hereof, shall be without force and effect in the event that it is established that the Union or its representatives have violated this paragraph.

11. If the Union provides written notice to the Employer of its intent to organize Employees covered by this Agreement, the Employer shall provide access to its premises and to the Union as described in this Paragraph.

The Union may engage in on-site organizing efforts in the Organizing Areas, as defined below, between the hours of 07:00 AM and 07:00 PM or such other hours as are mutually agreed upon between the

Employer and the Union during Employees' non-working times (before work, after work, and during meals and breaks) and/or during such other periods as the Parties may mutually agree upon.

“Organizing Areas” shall mean the following: employee cafeteria, employee locker rooms, areas immediately adjacent to the cafeteria and locker rooms, other non-work areas where employees regularly take their breaks, , and areas on [PROJECT OR WORK] property but outside the [PROJECT OR WORK] building.

The Union agrees that it will not engage in organizing efforts anywhere on the premises of the project under the control of the Employer other than the Organizing Areas specified above, below, or mutually agreed upon.

The Union further agrees that it will provide the Employer with a list of authorized representatives (not to exceed five (5) in total) to be permitted such access, that its authorized representatives will provide to the Employer advance notice of at least eight (8) hours of any organizing activity and will check in with Human Resources prior to or upon arriving at the property, and must do so prior to entering the Organizing Areas.

The Union agrees not to disparage the Employer while conducting its Organizing. It shall not be considered disparagement for the Union or its representatives to articulate demands, positions or analyses on issues that would be or are subject to bargaining such as wages, benefits, and working conditions, or to comment to Employees on actions taken by managers in [PROJECT OR WORK] in a non-derogatory fashion.

12. Within ten (10) days following receipt of written notice by the Union of intent to organize any group of Employees as described in Exhibit A, the Employer will furnish the Union with a complete and accurate list of Employees in the proposed bargaining unit, including both full- and part-time Employees, showing their job classifications, departments, telephone numbers and home addresses. Thereafter, the Employer will provide to the Union updated lists on a monthly basis.

13. The Union is not presently recognized as the exclusive collective bargaining representative of the Employees. The Union may request recognition as the exclusive collective bargaining agent for such Employees and the Employer shall recognize and bargain with the Union according to the procedures described in this Paragraph.

The arbitrator identified in this Agreement, or another person mutually agreed to by the Employer and the Union, will conduct a review of Employees' authorization cards submitted by the Union in support of its claim to represent a majority of such Employees. Said cards will be compared to an accurate, up-to-date Employee list provided by the Employer to the arbitrator and the Union, with a comparison to employee signatures on file with the Employer. That list shall be provided by the Employer to the arbitrator and to the Union within seven (7) days in advance of the scheduled card count.

If that review establishes that a majority of such Employees has designated the Union as their exclusive collective bargaining representative, the Employer will recognize the Union as such representative of such Employees provided the Union or its representatives have not violated the provisions of paragraph 10 hereof. Such review shall not be delayed due to disputes over unit inclusion or unit scope; upon the request of either party, such disputes shall be addressed in the first thirty (30) days immediately after recognition by submission to arbitration; provided, however, the Union shall have no authority to extend the bargaining unit beyond the unit described in Exhibit A.

If the union fails to obtain the requisite majority status, there will be a one year moratorium or bar on any further organizing activity concerning the affected employees and this agreement shall terminate.

The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this Agreement. In the event a competing union asserts a claim to represent all or a portion of the employees that the Union has indicated an intention to organize, the parties to this Agreement will meet to discuss the appropriate course of action with the intent to maintain, to the extent possible, compliance with the terms of this Agreement. The Union and the Employer will not file any charges with the National Labor Relations Board in connection with any act or omission occurring within the context of this Agreement; arbitration under this Agreement shall be the exclusive remedy. Claims that the union or its representatives have violated the provisions of paragraph 10 shall be resolved before the arbitrator.

14. If the Union is recognized as the exclusive collective bargaining representative as provided above, negotiations for a collective bargaining agreement shall be commenced promptly and conducted in good faith toward the end of reaching an Agreement expeditiously by all Parties. If the Parties are unable to reach agreement on a collective bargaining agreement within one hundred twenty (120) days after recognition pursuant to this Agreement as above, the parties shall participate in mediation in an attempt to resolve the initial contract. If mediation fails to resolve all issues toward agreement on a first collective bargaining agreement, then the unresolved issues that are non-economic mandatory subjects of bargaining shall be submitted for resolution to final and binding arbitration pursuant to this Agreement below.

15. During the terms of this Agreement, the Union will not engage in strike, picketing, slowdown, or other economic activity at or against [PROJECT OR WORK], or against the Employer at the [PROJECT OR WORK] or related to the [PROJECT OR WORK], and the Employer will not engage in a lockout of the Employees. Notwithstanding the termination provisions of this Agreement below, if the Employer recognizes any labor organization besides the Union as the exclusive collective bargaining representative of Employees, or any of them, this paragraph shall terminate immediately and without notice.

16. The Parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited and binding arbitration. The Parties hereto agree to comply with any order of the arbitrator, which shall be final and binding. The United State District Court for the Eastern District of

Wisconsin shall have exclusive jurisdiction in any action concerning arbitration under this Agreement, including enforcement of the arbitration award.

The Parties agree that if, at any point, following expiration of the one hundred twenty (120) day negotiation period provided for in this Agreement above they are unable to reach a collective bargaining agreement as provided for in this Agreement above, after a reasonable period of mediation, either party may request that all unresolved non-economic mandatory subjects of bargaining shall be submitted to expedited and binding interest arbitration by an impartial arbitrator.

Arbitration of disputes over the interpretation or application of this Agreement and interest arbitration regarding a collective bargaining agreement as outlined in this Paragraph shall be conducted by an arbitrator selected from a panel issued by the Federal Mediation and Conciliation Service. Selection of the arbitrator shall be conducted within ten (10) days of request by either Party by alternately striking names from the panel. The party to strike first shall be determined by coin toss.

Fees and costs of the arbitrator shall be split evenly between the Union and the Employer. The arbitration award shall be final and binding and enforceable in the United State District Court for the Eastern District of Wisconsin, which shall have exclusive jurisdiction in any enforcement action.

17. This Agreement shall be in full force and effect from the date it is fully executed on behalf of the Employer and the Union until three (3) years from the public opening of the applicable portion of the [PROJECT OR WORK], at which point this Agreement shall terminate. However, this Agreement shall expire sooner with respect to any group of Employees upon execution of a collective bargaining agreement covering those Employees, or issuance of an interest arbitration award which concludes the first collective bargaining agreement negotiations for those Employees, either of which explicitly supersedes this Agreement.

18. The Employer and the Union agree that they have entered into this Agreement freely and voluntarily and without duress, coercion, or any other unlawful or improper inducement by the Parties or any other entity or person, and for adequate consideration. The Parties further agree that they will not contest the legality or enforceability of this Agreement in any forum, nor aid any other person in doing so.

In Witness Whereof, the Parties hereto by their duly designated representatives have hereunto set their hands.

For the Employer:

By:

Its:

Date:

For the Union:

By:

Its:

Date:

Exhibit A

“Employees” includes all regular employees of the Employer in the following classifications and titles but excluding all supervisors, managers, and guards as defined in the National Labor Relations Act:
[INSERT CLASSIFICATIONS AND TITLES]

Appendix 2. Exclusions.

O&M Staffing

- Customer Business Mgr, Admin, Network/S&F/Controls Techs/etc.
- Plumbing, Electrical, HVAC

Planned Service Agreement

- Controls, S&F