

AGREEMENT

Between

Southside Barbershop, LLC

And

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL NO. 655**

7-13-14 to 7-15-17

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE 1. JURISDICTION	1
ARTICLE 2. UNION SECURITY	1
ARTICLE 3. MANAGEMENT RIGHTS	2
ARTICLE 4. GRIEVANCES AND ARBITRATION	3
ARTICLE 5. UNION CORPORATION	4
ARTICLE 6. HOLIDAYS	5
ARTICLE 7. VACATIONS	5
ARTICLE 8. SEPARABILITY	5
ARTICLE 9. SUCCESSOR AGREEMENT	5
ARTICLE 10. TERM OF AGREEMENT	5

AGREEMENT

This Agreement, mutually entered into by and between Southside Barbershop, LLC, hereinafter called the Proprietor and the United Food & Commercial Workers Union Local No. 655 chartered by the United Food & Commercial Workers International Union, hereinafter called the Union.

It is the intent and purpose of the parties hereto, by entering into this Agreement, to promote and improve a high standard of service to the public, improve working conditions, to provide a channel through which information and problems can be transmitted from one to another, to formulate rules to govern the relationship between the Union and the Employer, and to promote efficiency and service. These objectives shall guide the parties and be observed by them during the term of this Agreement.

WITNESSETH: That the parties have agreed and do, by these presents, agree as follows:

ARTICLE 1. JURISDICTION

The Union shall be the sole and exclusive bargaining agent for all employees and/or contractors as defined in this Agreement located within the geographical jurisdiction as defined in the Union's By-Laws.

ARTICLE 2. UNION SECURITY

A. All employees and/or contractors who are now members of the Union shall, as a condition of employment maintain membership in good standing consistent with the provisions of the Labor-Management Relations Act of 1947, as amended.

The Employer shall not be required to discharge an employee for failure to attain or maintain membership in the union unless it shall have received three (3) days written notice from the Union prior to the date such discharge is to be effective.

B. All new employees and/or contractors must become members of the Union thirty-one (31) days after their employment date and thereafter shall, as a condition of employment, maintain membership in good standing consistent with the provisions of the Labor-Management Relations Act of 1947, as amended.

C. No employee shall be deprived of membership in the Union except in accordance with the constitution and By-Laws of the Union.

D. The Employer and/or its agents or representatives agree not to aid, promote or finance any other group or organization which purports to engage in collective bargaining.

E. The Proprietor and the Union agree that there shall be no discrimination against any employee on account of Union activities or affiliation, or because of race, religion, color, creed, national origin, sex or age in accordance with existing law.

F. The Proprietor agrees not to enter into any agreement or contract with his employees, individually or collectively which, in any way, conflicts with the terms and provisions of this Agreement.

G. The Proprietor agrees to permit an authorized representative or officer of the Union to have free access to the premises at all hours in which said service establishments are open for business to satisfy the Union that the terms of this Agreement are complied with, but such representatives or officers shall not interfere with the duties of any of the said employees or the business of the Employer.

H. The Union Shop Card may be displayed in all places where members of Local No. 655 are employed exclusively. The shop card shall be removed at the request of the Union. It is agreed, that the Union shop card is now, and shall remain the property of the United Food & Commercial Workers Union Local No. 655, and that the Proprietor has no right to sell the same nor transfer it to any other person or place.

The Proprietor further agrees, on demand, to peaceably allow, without interference on its part or others, any duly appointed representative of the International or Local Union to remove said Union Shop Card from any point of display, and such removal shall not be held by the Proprietor to be an act of violence.

I. Members of the Union may wear their Union buttons when on duty.

J. The Proprietor shall notify the Union Office three (3) days after any employee starts work giving the name, social security number, address and telephone number of said prospective employee along with the date of initial employment.

ARTICLE 3. MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including the right to plan, direct and control shop operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities and the right to establish and maintain reasonable rules and regulations covering the operation of the shops, a violation of which shall be among the causes for discharge, are vested in the Proprietor; provided, however, that this right shall be exercised with due regard for the rights of the employees and provided further that it will not be used for the purpose of discrimination against employees. This paragraph is subject to the grievance procedure.

ARTICLE 4. GRIEVANCES AND ARBITRATION

A. Should any difference, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort made on the part of both parties to settle the same promptly through the following steps:

- Step 1. By conference between the aggrieved employee and the Proprietor. The Proprietor shall make its decision known within two (2) working days thereafter. If the matter is not resolved in Step 1, it shall be reduced to writing and referred to Step 2 within two (2) working days.
- Step 2. By conference between the Union Representative and the Proprietor. The Proprietor shall make its decision known within three (3) working days thereafter. If the matter is not resolved in Step 2, it shall be referred within three (3) working days to Step 3.
- Step 3. By conference between an official or officials of the Union and a designated representative of the Proprietor.
- Step 4. In the event the last step fails to settle the complaint, it shall be referred, within seven (7) days to the Arbitration Board.

B. The Company and the Union shall mutually agree to an impartial arbitrator to hear said arbitration case; however, if said arbitrator cannot be chosen within three (3) days, then the Federal Mediation and Conciliation Service will be requested to furnish a panel of seven (7) names from which the arbitrator may be chosen. The arbitrator will be selected within seven (7) days after receipt of the panel by both parties. The arbitrator may be chosen by alternately striking names. The party striking first will be determined by the flip of a coin. The decision of the arbitrator shall be binding on both parties. The expenses of the arbitrator shall be paid for jointly. Should either party postpone a scheduled arbitration date, that party shall be responsible for any cancellation fee.

The parties request that the arbitrator render a decision within sixty (60) days of the close of the hearing or the receipt of the post-hearing briefs, whichever is later.

Both parties agree to issue a joint communiqué to any arbitrator whose ruling is not received within a reasonable time frame.

Such arbitrator shall not be empowered to add to, detract from or alter the terms of this Agreement.

C. The Proprietor may, at any time, discharge any worker for proper cause. The Union may file a written complaint with the Proprietor within seven (7) days after the date of discharge, asserting that the discharge was improper. Such complaint must be taken up promptly. If the Proprietor and the Union fail to agree within five (5) days, it shall be

referred to the Board of Arbitration. Should the Board determine that it was an unfair discharge, the Proprietor shall abide by the decision of the Arbitration Board.

D. Grievances must be taken up promptly. No grievance will be considered, discussed or become arbitrable which is presented later than seven (7) days after such has happened.

E. The Proprietor shall have the right to call a conference with an official of the Union for the purpose of discussing his grievance, criticisms or other problems.

F. Grievances will be discussed only through the outlined procedure; except that by mutual agreement between the Union and the Proprietor, the time limits may be waived.

G. There shall be no lockout or cessation of work pending the decision of the Arbitration Board.

ARTICLE 5. UNION CORPORATION

A. The Union shall use its best efforts as a labor organization to enhance the interests of the Proprietor, as an employer of Union labor.

B. The Union agrees to uphold the rules and regulations of the Proprietor with regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job and all other reasonable rules and regulations established by the Proprietor.

C. The Union agrees to cooperate with the Proprietor in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the shops in caring for equipment and machinery.

D. The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Proprietor in suggesting and practicing methods in the interest of conservation of waste elimination.

E. The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Proprietor in installation of such methods, in suggesting improved methods and in the education of its members in the necessity for such changes and improvements.

ARTICLE 6. HOLIDAYS

The following days are hereby established as holidays:

New Year's Day	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Christmas Day

No work shall be performed on such holidays.

ARTICLE 7. VACATIONS

All weeks of vacation will be mutually agreed upon. There will be no cost to any employee and/or contractor the weeks that an employee and/or contractor is on vacation, and there is no set vacation weeks.

ARTICLE 8. SEPARABILITY

Nothing contained in this Agreement is intended to violate any Federal or State laws, rules or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation by any court of competent jurisdiction, then that part shall be null and void and the parties will negotiate to replace said void part with a valid provision.

ARTICLE 9. SUCCESSOR AGREEMENT

This Agreement shall be binding upon the parties hereto and upon their executor, administrators, successors and assigns, respectfully.

ARTICLE 10. TERM OF AGREEMENT

This Agreement shall continue in full force and effect from July 13, 2014, through July 15, 2017, and shall continue from year to year thereafter unless either party serves notice in writing sixty (60) days prior to the expiration date or prior to any anniversary thereafter of a desire for termination of or for changes in this Agreement.

It is further provided that any improvements, changes or amendments, unless otherwise provided for in the new Agreement, shall become effective on the day following the expiration date of the old Agreement provided there has not been a work stoppage.

IN WITNESS WHEREOF, the said parties have caused duplicate copies hereof to be executed by their duly authorized officers on this 15th day of 8, 2014.

FOR THE UNION:

UNITED FOOD & COMMERCIAL WORKERS
UNION LOCAL NO. 655

BY Garry Taylor
BY _____

FOR THE COMPANY:

Southside Barber Shop
(Name of Shop)

BY David Devine
BY [Signature]

5419 Chippewa
(Address of Shop)

NAME OF EMPLOYEES AND/OR
CONTRACTORS

David Devine [Signature]
Tim Horneier [Signature]
Meyen Stewart [Signature]
Norberto Bontea [Signature]

St. Louis, MO 63109
City State Zip Code

314-351-5993