

**MEMORANDUM OF AGREEMENT
BETWEEN
Dilip Patel (New Look Cleaners)
And
UFCW LOCAL 7**

Dilip Patel (New Look Cleaners) and UFCW Local No. 7 are parties to a collective bargaining agreement whose term is April 22, 2017, through April 20, 2019. The parties have met and reached a new tentative agreement ("Agreement") for a collective bargaining agreement applicable to the facility operated by the employer in Aurora, Colorado. Such new collective bargaining agreement shall contain the provisions of the current collective bargaining agreement between the parties except as modified in bargaining and in the attached document entitled 'Tentative Agreement, consisting of seven (7) pages' as well as any and all documents attached to or incorporated by reference into said Tentative Agreement document. The new collective bargaining agreement shall have a term of April 20, 2019, through April 22, 2023. The attached document and the current collective bargaining agreement, as modified herein, represent the entire agreement of the parties. Any proposal made, modified or withdrawn by the parties shall not be used as evidence in any arbitration, or other legal proceeding.


The Union, its officers and bargaining committee agree to recommend and support the ratification of this Agreement.

Signed and agreed this 8th day of April, 2019:

FOR THE EMPLOYER:



FOR THE UNION:



Tentative Agreement
UFCW Local 7
Proposals for
Dilip Patel
(New Look Cleaners)
Buckley Air National Guard
Barber Shops

**ARTICLE V
CLASSIFICATION AND COMPENSATION**

Section 1. Classification and Wages. It is understood and agreed that an employee covered by this Agreement shall receive as standard compensation sixty percent (60%) of the gross receipts generated by him/her as standard compensation for the duration of this agreement.

Add: Effective April 20, 2019, the barbers' commission shall be fifty-nine percent (59%) of the gross receipts generated by him/her as standard compensation.

Add: Effective September 4, 2022, the barbers' commission shall be sixty percent (60%) of the gross receipts generated by him/her as standard compensation for the duration of this agreement.


Section 6. Holidays. Effective July 7, 1993, the legal holidays are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day, and any other day observed as a holiday by the Exchange. ~~Effective September 1, 2017 all employees will be paid for the following holidays: Thanksgiving, Christmas, New Year's and Fourth of July at seventy dollars (\$70.00) a day whether or not the employee works the holiday. The employee must work his regularly scheduled day before and after the holiday to be eligible for holiday pay unless excused by the employer. Holiday pay will be prorated based on thirty-five (35) hours for the main shop and shopette and thirty-two (32) hours for the other remaining shops. The employer will use the three (3) payroll periods prior to the holiday to determine the employee's holiday pay.~~

Section 7. Vacations. Employees with less than five (5) years of service shall be entitled to two (2) weeks of vacation each year. Employees with five (5) or more years of service shall be entitled to three (3) weeks of vacation each year. ~~Effective September 1, 2017 all employees on the payroll will be entitled to one (1) week paid vacation. Vacation will be prorated on a thirty-five (35) hour week based on the average hours worked for the preceding fifty-two (52) week period prior to the first (1st) Sunday in August for each year of the Collective Bargaining Agreement. Employees will be paid vacation pay within two weeks of written request. Vacations will be paid at two hundred fifty dollars (\$250.00). Pro-~~

~~rata requirements for the main shop and shopette will remain at thirty-five (35) hours while the pro-rata requirement for the remaining shops will be thirty-two (32) hours.~~

**ARTICLE XXIV
DURATION OF CONTRACT AND REOPENING**

It is agreed that this contract shall be in force and effect from **April 20, 2019** until midnight on **April 22, 2023**. Should either party to this Agreement desire to negotiate changes in any or all of the provisions of this Agreement upon its expiration date, written notice to that effect must be given to the other party at least sixty (60) days before the date of expiration. If no opening notice is given as designated above, this Agreement shall run from year to year and can only be changed through negotiations started by written notice by one party to the other party at least sixty (60) days prior to any expiration date, that is, the annual anniversary date of this Agreement.



UFCW Local 7 4-8-19
Date



Dilip Patel 4/8/19
Date

Tentative Agreement
UFCW Local 7
Dilip Patel
(New Look Cleaners)
Buckley Air National Guard
Barber Shops,

- Delete all references to Gino Morena Enterprises and replace with Dilip Patel (New Look Cleaners)

ARTICLE V
CLASSIFICATION AND COMPENSATION

~~Delete: Section 9. — Health Care. If the Company is required to incur additional health-care costs during the term of this Agreement arising out of the implementation of and/or passage of and/or amendment to federal or state health care legislation, the Company has the exclusive right to reopen the Agreement to discuss the economic impact of any such legislation and to negotiate concerning a reduction in the commission rate set forth in Article V, Section 1 to offset any such additional costs. The Company and the Union will make good faith efforts to reach mutual agreement in any such reopener negotiations. Should the parties be unable to reach agreement, either the Company or the Union may request mediation of any outstanding differences and upon exhaustion of mediation, and notwithstanding the prohibitions in Article XIV, will be entitled to economic recourse, including the right to strike or lockout.~~

ARTICLE IX
SICK LEAVE/SICK BENEFITS

Section 1. All employees who have worked one (1) full year for the Company shall thereafter be entitled to six (6) days ~~Delete:unpaid sick~~ ~~Delete: leave~~ **Add: days** per year. The Company may require a doctor's certificate, however no such certificate will be required for a single day of absence unless there are three (3) such single days of absence within a five (5) day period. **Add: Sick days will be paid at fifty dollars (\$50.00) a day.**

Section 2. Employees shall be entitled to a leave of absence due to disability caused by illness or injury upon certification of such disability by a licensed physician, not to exceed one (1) year, unless a longer period is mutually agreed upon by the employee and the Company.

Add: New Section: Safe Leave:

The parties recognize that, in accordance with Colorado law, employees may request and take up to three working days of leave from work in any twelve-month period if the employee is the victim of domestic abuse, stalking, sexual assault or the victim of any other crime. In accordance with law, the employee must give reasonable notice to his or her manager, when possible.

**ARTICLE XVI
GRIEVANCE PROCEDURE AND ARBITRATION**

~~Section 1. Should any differences, disputes, or controversies arise between the Company and the Union, or any member of the Union employed by the Company, as to compliance with, the meaning of, or the application of the provisions of this Agreement, then there shall be no work stoppage because of such dispute but rather an effort shall be made to settle the same immediately in accordance with the following procedure:~~

~~Step 1: Any employee having a grievance will first attempt to adjust the same with the Company's general manager for Fitzsimmons/Buckley Air National Guard.~~

~~Step 2: If a grievance or dispute is not settled at Step 1, then it shall be reduced to writing by the aggrieved party and submitted to the opposite party within twenty (20) days from the date on which the dispute, complaint, or grievance first arose. If the Union or employee is submitting the grievance, it shall be mailed to Rex Morena at the Company's headquarters and a carbon or photocopy shall be kept. If the Company is submitting the grievance it should be mailed to the Union or its attorney. The other party to the dispute shall then have thirty (30) days from receipt of the grievance in which to respond in writing to it.~~

~~Step 3: If a grievance is not then satisfactorily settled at Step 2, it may, within thirty (30) days of receipt of the written response, or on the last day on which the written response should have been received, be referred by either party to arbitration in strict accordance with the provisions of this Agreement pertaining to arbitration.~~

~~Section 2. Any disputes, complaints or grievances arising from alleged violations of this Agreement shall be deemed to have been waived, unless the same are presented in writing for settlement and determination at Step 2 of this grievance procedure within twenty (20) days from the date on which said dispute, complaint or grievance first arose. Failure to respond to a grievance within thirty (30) days after receipt shall constitute a denial of the facts alleged in the grievance. Failure to comply in a timely fashion with requirements of Step 3 of this procedure shall also be deemed to constitute a waiver of the grievance.~~

~~Section 3. Any grievance shall be arbitrated in accordance with the rules of the American Arbitration Association which are then in effect (except that in selecting an arbitrator from the list of seven (7) supplied by the American Arbitration Association each party shall strike three (3) names therefrom and the last name remaining shall be the arbitrator). The arbitrator of any such grievance shall have the power to receive relevant testimony from the parties to the dispute and to hear such witnesses as they may desire to present. The parties may, if they so desire, be represented by counsel in all proceedings before the arbitrator. At the mutual request of the parties, the arbitrator shall hold a pre-hearing conference for the purpose of defining, simplifying, and framing the issue or issues to be arbitrated, and ascertaining the positions of the respective parties concerning said issues. The Company shall bear the cost of preparing and presenting its case to the arbitrator, and the Union shall bear the cost of preparing and presenting its case to the arbitrator. All other expenses of arbitration including, but not limited to, the arbitrator's fee, the cost of recording and transcribing testimony before the arbitrator, and the hiring of a space in which the arbitration proceedings are held, shall be divided equally between the parties.~~

~~Section 4. The function of the arbitrator shall be of a judicial rather than legislative nature. The arbitrator shall not have the authority to add to, or modify any of the terms or provisions of this Agreement. No decision of the arbitrator shall require the payment of a wage rate or wage basis different from those expressly set forth in this Agreement. Subject to the foregoing qualifications and limitations, the arbitrator's award shall be final and binding upon the Company, the Union and any aggrieved employee.~~

~~Section 5. If the Union fails, refuses, or declines to prosecute a grievance on behalf of an employee, or if the Company and the Union settle any grievance on behalf of an employee hereunder, the employee who has filed such grievance or on whose behalf it has been filed shall be conclusively bound thereby and the Union and the aggrieved employee shall thereafter be estopped to revive or further prosecute said grievance. The Union shall not be deemed responsible for any violation by the Company of its obligations under the Agreement. However, if action or inaction taken by the Union regarding an employee grievance results in an increase in liability for the Company beyond the liability which would have accrued had the grievance been taken to arbitration by the Union as provided for herein, then such additional liability shall fall upon the Union and not the Company. It is agreed that the time for processing a grievance under this Agreement for purposes of computing additional liability shall in no event exceed ninety (90) days from the date on which a written grievance is first filed or should have been filed.~~

~~Section 6. The Company shall have no duty to arbitrate any matter which arises subsequent to the termination date of this Collective Bargaining Agreement.~~

~~Section 7. In the event the Union declines for any reasons to take a grievance to arbitration then the Company and the Union may each request that any aggrieved employee sign a release in settlement of all claims which he or she may have under this Agreement. If such release is not obtained then the party requesting such release will have thirty (30) days from the denial of the request to take the matter to arbitration.~~

Add:

Should any dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps, and failure to follow the procedures set forth below shall result in forfeiture of the grievance.

New Section. Step 1. By conference during scheduled working hours between the Steward and/or the Union's Business Representative and/or the aggrieved employees and the designated Employer representative.

If the issuance of a verbal/written warning is grieved, the Union will notify the Employer of the same.

If the grievant is disciplined further, or otherwise adversely affected, and the verbal/written warning is relied upon by the Employer in doing so, the Union shall have the right to submit the grievance protesting the warning to arbitration together with the grievance contesting the disciplinary or adverse action. It is expressly agreed that all such grievances will be consolidated.

NewSection. Step 2. If the grievance cannot be satisfactorily resolved under Step 1 above, the grievance shall be reduced to writing and submitted to the representative designated by the Employer to handle such matters. Such submission shall be made within twenty (20) days of the date of the occurrence of the event which gives rise to the grievance and shall clearly set forth the issues and contentions of the aggrieved party or parties and must reasonably allege a specific violation of an express provision of this Agreement. (In case of a discharge the time limits shall be fourteen (14) days.) The Employer designee and the Union Business Representative shall meet within thirty (30) days after receipt of written notice of the grievance and attempt to resolve the grievance. In the event the Employer designee assigned to handle grievances does not have an office in the area where the grievance arises, this meeting may be discussed by phone; furthermore, the time limits on this meeting may be postponed by mutual agreement of the parties.

New Section. Step 3. If the grievance is not satisfactorily adjusted in Step 2, either party may, with reasonable promptness, but in no event later than thirty (30) days from the date of the Step 2 meeting, in writing, request arbitration and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The parties shall forthwith attempt to agree upon an impartial arbitrator.

New Section In the event the parties are unable to reach agreement upon the selection of an arbitrator within fifteen (15) days of the written request for arbitration, the party requesting arbitration may, with reasonable promptness, request a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service. From this panel of five (5) names, each party shall alternately strike two (2) names, the moving party striking first.

The remaining arbitrator from the list shall be the impartial arbitrator. A finding or award of the arbitrator shall be final and conclusive upon the parties hereto.

New Section. The arbitrator shall have all the rights, power, and duties herein given, granted and imposed upon him; but his award shall not change, alter or modify any of the terms and conditions set forth in this Agreement. The expense of the impartial arbitrator shall be paid by the losing party. In the event neither party wins the total arbitration, the expenses shall be shared equally by the parties.

New Section. The arbitrator will issue his decision within thirty (30) calendar days after the close of the proceedings. This thirty (30) day calendar time limit may be extended by mutual agreement between both parties.

New Section. In the event either party refuses to arbitrate on demand of the other party, and an order compelling arbitration is obtained in Federal Court on the basis contended by the moving party, the refusing party will pay to the moving party reasonable legal fees incurred, up to Five Hundred Dollars (\$500.00). Similarly, if the moving party fails to prevail in such an issue, the moving party will pay reasonable legal fees incurred up to Five Hundred Dollars (\$500.00) to the refusing party.

**ARTICLE XXIV
DURATION OF CONTRACT AND REOPENING**

- Open

**ARTICLE V
CLASSIFICATION AND COMPENSATION**

- Section 1. Open

The Union maintains its current proposal regarding Article II (Union shop and Checkoff)



UFCW Local 7 4-8-19
Date



Dilip Patel 4/8/19
Date

BARGAINING COMMITTEE RECOMMENDATION

The below represents a Tentative Agreement between Dilip Patel (New Look Cleaners) for its Aurora Colorado Barber Shop on Buckley Airforce Base and the United Food and Commercial Workers International Union, Local 7R that has been fully recommended by the Union's bargaining committee and is contingent on successful ratification by the Union membership.

Union Bargaining Committee Recommendation

By way of this letter, we, the Committee, recommend to accept this contract



MiKyong Bagaporo

4.08.2019
Date



Miriam Wilkerson

4-8-2019
Date



Lora Vitla

4-8-2019
Date