

FITZSIMMONS/BUCKLEY AIR NATIONAL GUARD

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into as of **April 8, 2019**, by and between **DILIP PATEL (NEW LOOK CLEANERS)** (hereinafter referred to as the "Company"), and **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 7** (hereinafter referred to as the "Union").

ARTICLE I RECOGNITION

Section 1. The Company recognizes the Union as the exclusive bargaining agent with respect to issues involving pay, wages, hours of work and other conditions of employment for barbers employed at the Company's barbershops at Fitzsimmons/Buckley Air National Guard. No provision of this Agreement shall apply to or affect the operations of the Company at facilities other than the barbershops at Fitzsimmons/Buckley Air National Guard.

Section 2. The Company may, in its discretion, enter into collateral agreements with individual members of the bargaining unit regarding performance of duties other than or in addition to, the rendering of barber services (i.e., janitorial work, picking up shop receipts, and administrative paperwork) and in entering into such agreements, the Company shall not be obligated to negotiate with the Union regarding wages, hours, or other conditions of employment applicable to such other additional duties. No barber may be disciplined for refusing to enter into such a collateral agreement with the Company.

ARTICLE II UNION SHOP AND CHECKOFF

Section 1. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union, in good standing, on the effective date of this Agreement, shall remain members in good standing; that those employees who are not members of the Union on the effective date of this Agreement shall, on or after the thirty-first (31st) calendar day following the effective date or the execution of this Agreement, whichever is later, become and remain members in good standing in the Union, or in any event, pay the Union dues which members in good standing are paying. It shall also be the condition of employment, that all employees covered by this Agreement and hired on or after its effective date or date of execution, whichever is later, shall, on or after the thirty-first (31st) calendar date following the beginning of such employment, become and remain members in good standing in the Union, or shall pay the same amount of dues as members in good standing do pay.

Section 2. The Company, within twenty (20) working days after receipt of a written notice by the Union, will discharge any employee who is not, or who does not become, during the twenty (20) working days, a member, in good standing in the Union or who does not pay the dues of a member in good standing in the Union to the extent required by the preceding Section 1.

Section 3. The Company agrees to deduct each month, from the pay checks of all employees who are covered by this Agreement all periodic dues and initiation fees owing to the Union by the employees; the Company also agrees to promptly remit said money to the Union, provided, however, that an employee shall have signed and submitted a written authorization for such action on the part of the Company. The Company and the Union agree to cause the checkoff authorization form to comply with all applicable federal laws.

Section 4. The Union agrees that there shall be no liability on the part of the Company for the collection of any unpaid dues which may be due the Union from the employee, who, because of absence from work or termination of employment, has no wages payable to him at the regular time for dues collections. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability, including reasonable attorneys' fees that shall be incurred or necessitated by reason of action taken or not taken by the Company in reliance upon certified lists furnished to the Company by the Union or dues checkoff authorization cards furnished to the Company by the Union or by the employee; or for the purpose of complying with any of the provisions of this Article.

Section 5. This Article will become effective as soon as permissible under applicable law.

ARTICLE III UNION VISITATION

The Company agrees that representatives of the Union shall have access, on a reasonable basis, to any part of the premises where work is being performed that is covered by this Agreement, for the purpose of administering this Agreement, provided that such visits shall not interfere with production and discipline.

ARTICLE IV EXCHANGE CONTRACT

The provisions of this Agreement shall in every way be subject to and controlled by the provisions of the present and any future contracts between the Company and the Army and Air Force Exchange Service for the operations covered by this Collective Bargaining Agreement, and any provision of this Agreement inconsistent or in conflict therewith shall be null and void. The provisions of said Exchange contract or contracts are made part of this Agreement as if set forth at length herein. All parts of said contract(s), as they shall be relevant to the enforcement of this Article, shall be made available to the Union. It is further understood that the conduct of the Company's business must at all times be in compliance with regulations and directions from officials acting pursuant to said Exchange Service contract(s) and in compliance with the policies of the Army and Air Force as they are interpreted by them. It is understood and agreed that the Company shall, in any case involving discipline or discharge of an employee, at AAFES' direction, attempt to secure from AAFES, and provide to the Union, all information upon which said discipline or discharge is based. Such information shall be provided at the earliest possible