

# Agreement

by and between

Jershan Company

*and*

United Food and Commercial Workers Union  
Local #1189



**July 27th, 2020 through June 30<sup>th</sup>, 2025**

# Jershan Company

## AGREEMENT

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## AGREEMENT

This Agreement is made and entered into this **27th** day of **July, 2020**, between **Jershan Company**, hereinafter referred to as the Employer, and the United Food and Commercial Workers Union, Local #1189, chartered by the United Food and Commercial Workers International Union and hereinafter referred to as the Union.

### **ARTICLE 1** **Recognition**

The Employer 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 Grand Forks Air Force Base. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. No provision of this Agreement shall apply to or affect the operations of the Company at facilities other than the barbershops at Grand Forks Air Force Base.

### **ARTICLE 2** **Union Shop & Check Off**

Section 1. It shall be a condition of employment that all employees of the Employer 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 (31<sup>st</sup>) calendar day following the effective date or 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 (31<sup>st</sup>) 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 Employer, 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 Employer 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 Employer 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 Employer. The Employer and the Union agree to cause the check-off 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 attorney's 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 check-off authorization cards furnished to the Company by the Union or by the employee, 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 3** **Union Visitation**

The Employer agrees that representatives of the Union shall have access, on a reasonable basis, to any part of the premises of 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 4** **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 operation 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 of said Contract, 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 and in compliance with the policies of the Army and Air Force, as they are interpreted by them.

### **ARTICLE 5** **Classification and Compensation**

Section 1. Classification and Wages: It is understood and agreed that there are two classifications of employees covered by this Agreement:

- (a) Manager - Employees who are designated by the Company and who are responsible for supervising one or more barbers, in addition to performing barber and related services in a barber shop.
- (b) Journeymen - Employees who perform barber and related services.

(c) Compensation shall be as follows:

1. Managers shall receive **seventy** percent (**70%**) of gross individual receipts.
2. Journeymen shall receive **sixty-five** percent (**65%**) of gross individual receipts.

Section 2. Pay Periods. Barbers shall be paid on a semi-monthly basis.

Section 3. Social Security. The Employer shall pay his share of Social Security taxes as to each employee and shall deduct from employees their share of such taxes as required by law.

Section 4. Tip Credit. The Company shall not take a tip credit against wages. **“In accordance with IRS rulings or regulations, the Company may deduct a percentage on the tip portion only of tips charged on credit cards”.**

Section 5. Tools and Uniforms. Each barber shall be responsible for furnishing and maintaining his or her own tools and uniforms (smocks) as such shall be required by the Company. The Company shall provide employees with all supplies needed.

Section 6. Holidays. 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. **Employees shall receive sixty-five (\$65) dollars Holiday Pay for each of the six (6) Holidays listed above. To be eligible for Holiday Pay, an employee must work the last scheduled day prior and the first scheduled day following the Holiday, except for a bona fide illness.**

Section 7. Vacations. Effective upon the first anniversary date of this Agreement, Barbers who are currently in the employ of the Company shall be entitled to receive two (2) weeks of paid vacation. Persons hired subsequent to the commencement of this Agreement shall be entitled to receive two (2) weeks of paid vacation upon their first anniversary date of employment. Employees will again receive two (2) weeks of paid vacation each year thereafter.

Vacation pay for Barbers shall be equal to two percent (2%) of their gross pay for the calendar year immediately preceding the calendar year in which the employee becomes eligible to receive the vacation pay in question. Employees will receive their vacation pay the weeks they schedule their vacations.

Section 8. Overtime. Personnel covered by this Agreement shall be compensated at one and one half (1½) times their regular rate of pay for all hours worked in excess of eight (8) hours per day, or forty (40) hours per week.

Section 9. Re-opener. The Company will have the exclusive right to re-open this contract during its term to re-negotiate wages and extended contract time. However, it is expressly understood that upon any such re-opener, wages may only be negotiated upward. In the event the parties are unable to reach an Agreement on the increased wages and extended contract terms, the wages and terms expressly set forth herein will continue to govern. During such negotiations, all other terms and conditions of this Contract will remain in full force and effect.

Section 10. 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 re-open 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 5, Section 1, to offset any such additional costs. The company and the Association will make good-faith efforts to reach mutual agreement in any such re-opening negotiations. Should the parties be unable to reach agreement, either the Company or the Association may request mediation of any outstanding differences and upon exhaustion of mediation, and notwithstanding the prohibitions in Article 14, will be entitled to economic recourse, including the right to strike or lockout.

**Section 11. Christmas Bonus. The Employer shall provide a one-hundred (\$100) dollar Christmas bonus.**

## ARTICLE 6

### Hiring

The Employer agrees to inform the Union of all vacancies. The Union agrees to furnish the necessary employees if available. The Union agrees to refer applicants for available jobs in a non-discriminatory manner, that is, without regard to their race, color, religion, sex, age, or national origin, or membership or non-membership in the Union. The Company retains the right to reject any applicant referred by the Union.

If an acceptable applicant has not been referred within forty-eight (48) hours after the Union has been informed of a vacancy, or such shorter period of time as may be required by emergency conditions, the Company may hire from other sources of applicants. Notwithstanding this provision, the Company may give preference to present and former employees in filling vacancies.

## ARTICLE 7

### Lay-Off and Seniority

Section 1. Employees, except as hereinafter provided, will be laid off in order of seniority with the most junior employees (regardless whether classified as Manager or Journeyman Barbers) being laid off first; recalls from layoffs shall be in reverse order of the layoffs. Although the Company's General Manager is permitted to perform unit work, it is understood that the Company is not bound to layoff or recall its General Manager pursuant to the provisions of this Article. In the event of a layoff, the General Manager shall be the last person laid off and the first recalled.

Section 2. If any new shop is opened, or a permanent vacancy occurs in an existing shop, such positions shall be filled by job bidding on the basis of seniority. Notice of the vacancy will be posted in all shops for a period of one (1) week, with space provided for employees to indicate their desire to take the open job. The most senior employer so bidding who is qualified to do the job shall be selected for the job. If no employee bids, the least senior employee qualified to perform the job shall be assigned to such job. If it is necessary to transfer an employee to cover a temporary vacancy, the least senior Journeyman Barber qualified to perform the job shall be transferred.

Section 3. The bidding procedure provided in Section 2 shall not apply to Managers. The Manager of each shop shall be selected by the Employer from among the Journeyman Barbers I that shop. In the event the Manager is laid off, a new Manager shall be selected from among the remaining Journeyman Barbers.

Section 4. Seniority as that term is used herein means the length of an employee's continuous service with the Employer from his most recent date of hire. A seniority list shall be prepared as soon as possible, and the names of the employees shall be listed thereon in the order of and in accordance with their date of hire; such a seniority list shall be posted and any employee may file a grievance with respect to his position on such list; provided that such grievance is filed in accordance with the grievance procedure set forth in this Contract, otherwise such grievance is forever barred.

Section 5. A Barber's seniority shall be terminated when:

- (1) He voluntarily quits;
- (2) He is discharged for just cause;
- (3) Layoff for more than one (1) year of absence due to medical disability beyond the medical leave authorized in this Agreement;
- (4) If upon being recalled after any layoff, a Barber does not return to work within three (3) working days after being notified to do so by certified mail at his last known address, provided that in the discretion of the Company said three (3) day period may be extended;
- (5) He fails to report for work at the expiration date of any leave of absence, vacation, or military obligation.

## **ARTICLE 8**

### **Discipline and Discharge**

Section 1. All new employees shall be "probationary employees" until such time as they work for the Company thirty (30) days from the date of their last hire. Probationary employees may be discharged by the Company with or without cause, and neither such probationary employees nor the Union shall have any recourse or claim against the Company by reason of such discharge.

Section 2. It is agreed that certain employee conduct is of such a nature as to subject the employee guilty of such conduct to immediate termination. Such conduct includes but is not limited to: failure to follow a direct order; theft or other misappropriation of Company funds or property; gross insubordination; physical fighting or carrying a deadly weapon while on duty or while on the premises of the base; willful damage of Company property or property in the care of the Company; causing liability for the Company or the Company's malpractice insurer by negligently performing services for customers; possession or use of alcoholic beverages, narcotics, hallucinatory drugs or other controlled substances while on duty or on the base; falsification of Company records. Any employee who has been the subject of three (3) complaints by customers or the military authorities within any twelve (12) month period shall be immediately subject to suspension or discharge at the Company's discretion, provided that the employee has

been informed of these complaints at the time they were filed, and has been given an opportunity to refute the complaints.

Section 3. Verbal altercations with customers or AAFES personnel shall be grounds for discharge, provided the employee or the Union has received one (1) prior written warning notice during the preceding twelve (12) months regarding the same conduct by the employee.

Section 4. The following conduct on the part of an employee shall be grounds for discharge or discipline, provided the employee or the Union has received one (1) prior written warning during the preceding two (2) years regarding the same conduct by the employee: Failure to adhere to Company cash handling procedures; being under the influence of alcoholic beverages, narcotics, hallucinatory drugs, or other controlled substances while on duty or on base.

Section 5. The following conduct on the part of an employee shall be grounds for discharge or other discipline provided that the employee or the Union has received three (3) prior written warnings during the preceding nine (9) months regarding the same conduct by the employee: failure to adhere to applicable sanitation standards (but warning shall remain effective for two (2) years rather than nine (9) months); failure to report to work at the designated time without excuse and without prior notification of the Company where possible; excessive tardiness or absenteeism; inability to adequately perform job functions.

**ARTICLE 9**  
**Sick Leave/Sick Benefits**

Section 1. 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 Employer.

Section 2. Effective November 1, 1984, the Employer agrees to pay eight dollars (\$8.00) per month to provide eight (8) units of sick benefits for each regular employee. This eight dollars (\$8.00) per regular employee per month will be transmitted to the Union, along with Union dues that have been deducted. A list will be provided along with the payment to show the employees on whose behalf the payments are being made.

**ARTICLE 10**  
**No Discrimination**

The Company and the Union mutually agree not to discriminate against any employee because of race, creed, religion, color, sex, national origin, or Union membership.

**ARTICLE 11**  
**Maintenance of Standards**



The Employer agrees that all conditions of employment in his operation relating to wages, hours of work, overtime differential, insurance and general working conditions, except as otherwise provided in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the execution of this Agreement and the conditions of employment shall be improved wherever specific conditions for improvement are made in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union, if such error is corrected within one (1) year from the date of execution of this Agreement.

**ARTICLE 12**  
**Barbers' Responsibilities**

Section 1. Barbers shall be responsible for training themselves so that they shall at all times be able to give up-to-date services and perform all the functions of a full service barber shop.

Section 2. Each Barber shall be responsible for keeping his station clean and up to Exchange standards on a continuous basis, including dusting his chair and back bar daily. Each barber shall also be obligated to keep the entire shop in a neat and orderly fashion and the floor free from hair.

**ARTICLE 13**  
**Sanitation**

The Employer agrees to furnish at all times, a healthful, sufficiently lighted, properly heated and well ventilated place for the performance of all work that is being performed under the pursuant to this Collective Bargaining Agreement. The Employer also agrees to comply with all federal laws relating to the safety of its employees. The Union agrees to cooperate with the Employer with respect to safety and sanitation. Both parties recognize that the guidelines in which work is performed are furnished and maintained by AAFES and the improvements and maintenance performed on such buildings must be approved and financed by the Exchange or the military.

**ARTICLE 14**  
**No Strike No Lockout Clause**

The Union agrees that during the period of this Agreement, it, its officers, representatives and members, as well as all employees covered by this Agreement, shall not take part in any strike, slowdown, or stoppage of work, boycott, picketing, interruption of or interference with the work and business of the Company. The Union further agrees that it will not honor or recognize and the members of the Union covered by this Agreement hereby agree not to honor or recognize any picket line or picketing in any form whatsoever by the UFCW, its locals, members or representatives, or by any union, entity, or individual not a part to this Agreement at any facility operated the Company during the tem of this Agreement. The participation by any employee in any conduct prohibited by this Article or the failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for immediate discharge.

In consideration of this no strike pledge by the Union and the members, the Company agrees that it shall not lock out the members during the period of this Agreement.

## ARTICLE 15

### Management Rights and Prerogatives

All of the rights, functions and prerogatives of management are reserved and retained exclusively to the Company, except as provided in this Agreement. In no event shall any right, function or prerogative of management ever be deemed or construed to have been modified, diminished or impaired any past practice or course of conduct, or otherwise than by an explicit provision of this Agreement. Specifically, but without in any manner limiting or affecting the generality of the foregoing, it is distinctly understood and agreed that the Company reserves to itself the right in its sole discretion and judgment, to inter alia; determine the services to be rendered or carried on by the Company; determine whether and to what extent the work required in its business shall, other than barber or beauty services, be performed by employees covered by this Agreement; appoint working managers; determine the number of such managers which shall be required for the efficient operation of the business; determine the suppliers and customers with whom it will deal; and the prices at which the terms upon which its merchandise, equipment, and supplies will be purchased, leased or otherwise acquired and its services will be sold; determine the size and composition of the working force covered by this Agreement, the assignment of work, and policies affecting the selection of employees, establish and enforce quality and service standards for its services; establish new shops; discontinue existing shops; increase or decrease the size of the working force in a particular shop; introduce new and improved methods and facilities; change existing service methods and facilities; determine when and if vacancies in the working force shall be filled; and discontinue temporarily or permanently, in whole or in part, the operations and business covered or affected by this Agreement.

The parties may agree from time to time to make and enforce new rules applicable to employees covered by this Agreement and to enforce, change, abolish, or modify existing rules applicable to employees covered by this Agreement.

## ARTICLE 16

### 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 Grand Forks Air Force Base.

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 Charles Cummins at the Company's headquarters in pre-addressed envelopes 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 a written response 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 an admission of the facts alleged in the grievance. Failure to comply in a timely fashion with requirement 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 then 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 stopped 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 of this Collective Bargaining Agreement.

Section 7. In the event the Union declines for any reason 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.

#### **ARTICLE 17** **Successorship**

This Agreement shall be binding upon the parties hereto and on their respective successors, assigns, and legal representatives. Provided that the Company shall not incur the liability of any type whatsoever for the failure of any successor or assign to adhere to any provision of the Agreement.

Moreover, the Company's obligations with respect to the benefits, rights or privileges accorded by this Agreement to the Union or any employee covered by this Agreement, shall not survive the termination of the Company's business operations at the barber shops covered by this Agreement.

It is also recognized by the parties hereto that in the event that the Union shall hereafter affiliate with any other Union belonging to the AFL-CIO, it shall not be deemed there is a change in party affecting the validity of this Agreement and this Agreement shall continue in full force and effect for its duration as provided herein irrespective of such affiliation.

#### **ARTICLE 18** **Qualifications**

Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of the Agreement, and further, that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision hereof.

#### **ARTICLE 19** **Waiver**

The waiver of any breach or condition of this Agreement by either party does not constitute a precedent of any further waiver of such breach or condition.

**ARTICLE 20**  
**Miscellaneous Provisions**

Section 1. This Agreement sets out the entire understanding between the Company and the Union and neither party intends to be bound or obligated except to the extent that it is expressly so agreed herein; this Agreement shall be strictly construed. This

Agreement applies to bargaining unit employees working for the Company at Grand Forks Air Force Base barbershops.

No employee covered by this Agreement shall have any rights benefits or privileges in any other operation of the Company now existing or hereafter established by virtue of this Agreement. This Agreement may be changed or modified only by the written agreement of the parties hereto.

Section 2. If any provision contained herein is held to be invalid or inoperative, the other provisions of this contract shall, never the less remain in full force and effect. It is the intention of the parties hereto to comply with all applicable provisions of the law.

All provisions of this Agreement shall be complied with unless any of such provisions shall be declared to be in conflict with or in violation of any state or federal statute, rule or decision, or a valid administrative rule or regulation. In such event, the Union or Company may, at its option, upon giving a twenty (20) day notice, require renegotiation of such provisions for the purpose of adequate replacement thereof, reserving the right of legal or economic recourse, including the right to strike or lockout, in the event agreement cannot be reached in such renegotiations.

Section 3. The Company agrees it will give barbers one (1) week's advance notice before they are laid off.

Section 4. The employee covered hereby agrees to give the Company one (1) weeks' notice prior to the effective date of their quitting the employment of the Company.

Section 5. The Company shall be responsible for the weekly cleaning of windows, walls, floors and lights. Should the Company be confronted with a problem of retaining help for this work during an Inspector General's inspection, it may request the help of employees of a branch.

**ARTICLE 21**  
**Hours of Labor**

Section 1. The regular work week for any barber shall not exceed forty (40) hours. However, the Company shall not be obligated to guarantee any minimum work week.

Section 2. The Company shall determine the number of barbers who shall be permitted to be off work on any day of the week in each branch.

Section 3. Working days and hours shall be scheduled by the Company.

Section 4. All barbers will take a daily lunch period without pay, which lunch period shall be scheduled by the Company.

Section 5. No barber shall work in excess of eight (8) hours in any one (1) day, or forty (40) hours in any week without the express written permission of the Company, nor shall the Company require this. Refusal to work overtime without express written permission shall not be grounds for discharge, discipline, or harassment in any form by any Company representative.

Violation of the terms of this Section by an employee shall be grounds for discipline including discharge, provided that the employee guilty of the infraction has received one (1) prior written warning for violating this Section, except that overtime work by an employee at the direction of the base manager or other manager excluded from the Collective Bargaining unit shall not constitute a violation of this Section. In order to effectuate the purposes of this Section, the Company agrees that the line may be cut off fifteen (15) minutes before closing, provided that sufficient notification is given to a guide or to the customers themselves.

**ARTICLE 22**  
**Duration of Contract and Reopening**

It is agreed that this Contract shall be in force and effect from **July 27th, 2020, through June 30<sup>th</sup>, 2025**. 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.

**Jershan Company**  
**Grand Forks Air Force Base**

By   
Gerald G. Smith

27 July 2020  
Date

**United Food & Commercial Workers**  
**Union Local #1189, Duluth, MN**

By   
Gary Morgan, Union Representative

July 27, 2020  
Date