



General Distribution Workers

Industrial Union 660, IWW

PO Box 11412

Berkeley, CA 94712

sfgmb@iww.org

Collective Bargaining Agreement
With

StoneMountain & Daughter Fine Fabrics

April 5th, 2004 through April 4th, 2006

Table of Contents

Table of Contents	Page 2
Preamble	Page 3
ARTICLE 1 - Recognition	Page 3
ARTICLE 2 - Freedom from Harassment and Discrimination	Page 3
ARTICLE 3 - Union Security	Page 4
ARTICLE 4 - Work Hours	Page 5
ARTICLE 5 - Holidays	Page 7
ARTICLE 6 - Paid Time Off	Page 7
ARTICLE 7 - Seniority	Page 8
ARTICLE 8 - Training and Introductory Status	Page 8
ARTICLE 9 - Special Jobs	Page 9
ARTICLE 10 - Job Descriptions	Page 10
ARTICLE 11 - Staff Meetings	Page 10
ARTICLE 12 - Layoffs	Page 10
ARTICLE 13 - Wages and Evaluations	Page 11
ARTICLE 14 - Health Care	Page 12
ARTICLE 15 - Unit Work	Page 12
ARTICLE 16 - Leaves of Absence	Page 13
ARTICLE 17 - Safety and Health	Page 14
ARTICLE 18 - Discipline, Suspension and Discharge	Page 14
ARTICLE 19 - Grievance Procedure	Page 15
ARTICLE 20 - Change in Method of Payment	Page 17
ARTICLE 21 - Information to Union	Page 18
ARTICLE 22 - Workers' Compensation and Unemployment Insurance	Page 18
ARTICLE 23 - Extent of Agreement (Past Practices)	Page 18
ARTICLE 24 - Compliance with Federal and State Law	Page 19
ARTICLE 25 - Right to Amend and Supplement	Page 19
ARTICLE 26 - Term of Agreement (Termination)	Page 19
Appendix A - Management Rights	Page 20

Preamble

This AGREEMENT is made and entered into on the 5th day of April, 2004 by and between StoneMountain & Daughter, Inc., hereinafter referred to as "the Company", the Employees of the Company, and the Industrial Workers of the World, IU 660, hereinafter referred to as "the Union". The term "Employee" or "Employees" as used herein includes all full-time and regular part-time sales staff. This includes any and all persons employed by the Company at its facilities located in Berkeley, California but excludes all outside contract workers also employed by the Company.

ARTICLE 1- Recognition

- 1.1 The Company recognizes the Union as the sole and exclusive collective bargaining representative for those hourly rated Employees listed above for the purposes of wages, hours, and all other terms and conditions of employment.
- 1.2 Any change in policy or procedure that affects more than one employee must be discussed with the union.

ARTICLE 2 - Freedom from Harassment and Discrimination

- 2.1 There shall be no harassment or discrimination by either party with regards to any and all terms and conditions of employment, for any of the following reasons:
Union membership or activities, religious or political beliefs, race, color, sex, sexual orientation, marital status, pregnancy, age, creed, national origin, ancestry, citizenship status, uniform service member status, medical condition, disability, or any other prohibited status in accordance with the requirements of applicable federal, state, local or other laws.
- 2.2 Guarantees against harassment and discrimination shall in addition apply to interviewing or hiring applicants, promotion, demotion, upgrading, job training, transfer, shift assignments, layoff, rehires and discharges.
- 2.3 Any disagreement in relation to any issue arising out of the application of this Article shall be subject to the grievance procedure.
- 2.4 When in the workplace, all Employees have the right to be free from violence or intimidation by threat of violence, committed against their person or property. The Company and the Union agree that Union Officials and staff, as well as bargaining unit Employees, will treat one another in accordance with generally accepted workplace standards of respect. Specifically, when on Company property or when engaged in Company business, all parties to this Agreement agree to conduct themselves in a manner that is not intimidating, bullying, offensive, or humiliating to others, including customers.

- 2.5 If an employee feels that he/she has been treated in a manner that violates the spirit of Section 2.4 above, he/she may request that he Union file an official “grievance.” (see Grievance Article)

ARTICLE 3 - Union Security

- 3.1 All Employees who are members of the Union on the effective date of this Agreement shall be required, as a condition of employment, to continue membership in good standing in the Union for the duration of this Agreement. All Employees who are not members of the Union on the effective date of this Agreement shall be required, as a condition of employment, to become and remain members in good standing in the Union for the duration of this Agreement, within thirty (30) days following the effective date of this Agreement.
- 3.2 All Employees hired after the effective date of this Agreement shall, as a condition of employment, become and remain members in good standing of the Union upon the end of their probationary period or within 30 days of hire, whichever comes later.
- 3.3 For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if they tender the initiation fees and periodic dues required as a condition of membership.
- 3.4 The Union will not request the discharge of any Employee under the provisions of this Article without first giving the Company five (5) consecutive working days written notice with reasons therefore, during which time the Employee may place themselves in good standing.
- 3.5 The Union shall elect shop stewards representing the Union Employees. One of the Stewards will be designated the Chief Steward. The election of the shop stewards shall be according to Union by-laws. The Union will furnish to the Company the names of stewards certifying their right to conduct official Union business in the workplace.
- 3.6 The Union shall be granted access to enter the Company's premises at reasonable times when such visits are necessitated by matters concerning the administration of this Agreement, observing the conditions under which the employees are employed, and assisting in processing grievances, provided the Union will announce their presence upon entering the facility. No interference with the work of the Employees shall result from such visits, unless scheduled with and approved by the Company in advance. Such approval shall not be unreasonably denied. The Union will give twenty four (24) hours notice to the Company when practical before entering the Company's premises.

ARTICLE 4 - Work Hours

- 4.1 The workweek begins on Wednesday and ends on Tuesday.
- 4.2 The pay period shall be two weeks starting on Wednesday and ending fourteen (14) days later on Tuesday.
- 4.3 Paychecks will be available two (2) days after the close of payroll.
- 4.4 A shift will be defined as the hours an Employee is scheduled for work on any given day.
- 4.5 Employees are required to accurately document the time they begin and end work each day.
- 4.6 Samples of shifts at Stone Mountain and Daughter are as follows:

Employee Hours and Breaks			
	Monday - Friday	Saturday	Sunday
Operating Hours	9:30 AM – 6:30 PM	9:30 AM – 6:00 PM	10:30 AM – 5:30 PM
Lunch Period:	30 Minutes (unpaid)	30 Minutes (unpaid)	30 minutes (unpaid)
Morning Break:	10 Minutes (paid)	10 Minutes (paid)	10 minutes (paid)
Afternoon Break:	10 Minutes (paid)	10 Minutes (paid)	10 minutes (paid)

- 4.7 Employees are not paid for their lunch period. 30 minutes will be deducted from that Employee's total work time for the day.
- 4.8 Employees who work in excess of five (5) hours have a right to a thirty (30) minute unpaid meal period. If the total shift is no more than six (6) hours, the meal period may be waived by mutual consent of the Employee and Company.
- 4.9 If the Employee designated to open the store at the beginning of the day arrives late, then all Employees present at the site upon the supervisor's arrival shall be paid as if they had begun their work at the regular starting time for that day.
- 4.10 The Company shall maintain a "Monthly Schedule" that assigns the shifts for each Employee.
- 4.11 Equitable assignment of shifts and days off shall be made in accordance with the order of seniority dates to the best of the Company's ability.
- 4.12 Temporary changes would be defined as a "one time" request for days off or hours.
- 4.13 Temporary changes by Employees may be requested when necessary, but every effort should be made to give at least one (1) weeks notice.

- 4.14 The shifts Employees are assigned in the Monthly Schedule become “set” (not subject to change by the Company) ten days in advance. Employees are responsible to check the schedule for changes made before ten (10) days in advance. If it is necessary to make changes in the schedule less than ten (10) days in advance, the Company is responsible to make sure the Employee has been notified and has acknowledged the change.
- 4.15 Employees have the right to trade scheduled shifts and days with other Employees with the same qualifications as long as the trades do not result in the Employee working overtime they would not have normally worked. The Company will be notified of such trades as soon as possible.
- 4.16 All hours performed in excess of eight (8) hours in a day, shall be paid at one and one-half (1.5) times an Employee’s regular rate for that day. All work performed in excess of forty (40) hours in one work week, shall be paid at one and one-half (1.5) times an Employee’s regular hourly rate for that day.
- 4.17 The Company shall schedule no more than five (5) consecutive shifts per week per Employee. If an Employee agrees to work a sixth (6th) and/or seventh (7th) shift, such hours will be compensated at one and one half times the Employee’s regular pay rate for any time over 40 hours.
- 4.18 Overtime or premium payments shall not be paid more than once for the same hours worked, nor shall they be pyramided.
- 4.19 An Employee called in outside of his/her regular shift shall be scheduled no less than four (4) hours unless otherwise arranged between the Company and the Employee. Employees will be compensated for actual hours worked. The Employee shall have the option of leaving after completion of call-in work. Such hours will be compensated at an overtime rate if applicable.
- 4.20 Time sheets must be filled out when call-in hours are being worked.
- 4.21 Employees who report for work at their starting time and have not been given at least two (2) hours notice not to report, shall be guaranteed four (4) hours for work, or credited with four (4) hours worked.
- 4.22 If the Company places a phone call to the Employee’s home at least two (2) hours prior to the report-in time, or provides earlier notice, the Company shall be relieved of all responsibility for report-in pay.

ARTICLE 5 - Holidays

- 5.1 Employees will be paid one and one half times (1.5) the normal rate for working on any of the listed holidays.

New Year's Day
Labor Day
Memorial Day
July 4 th
Easter

ARTICLE 6 – Paid Time Off

- 6.1 Credit begins to accrue on the date of hire, or upon the effective date of this Agreement whichever comes later, but is not available until one (1) year from date of hire.
- 6.2 The rate of time off credit earned by each Employee based on years of service as outlined below:

Length of Employment	Vacation Credit per Hour
During first two (2) years	.009616
After two (2) years	.014423
After four (4) years	.019231
After six (6) years	.02715

- 6.3 Employee paid time off (PTO) may not be used in increments of less than four (4) hours. The Company will make an earnest effort to approve vacations as requested, but retains the right to approve vacation requests in such a way as will least interfere with the workload and efficiency of its operations, giving preference to seniority and date of request. Vacation requests shall not be unreasonably denied.
- 6.4 Time off credit will be given for hours an Employee is regularly scheduled on the day the credit is used.
- 6.5 Payment for each day of time off shall be at the applicable hourly base rate of pay in effect when the credit is used.
- 6.6 In the event of resignation of employment, total of any remaining paid time off (PTO) credits accrued will be paid at the Employee's regular base rate within 72 hours (three days) of the date of resignation.
- 6.7 Paid time off (PTO) must be used during the twelve (12) month period it is accumulated. If not used by the end of the twelve(12) month period, it will not roll over into the following twelve(12) months.

- 6.8 Time off credit will be used by Employees for vacation or illness.
- 6.9 Time off credits may be used for emergency illness of self or family member.

ARTICLE 7 - Seniority

- 7.1 Seniority shall be bargaining unit wide and based on length of service from most recent date of hiring. In all cases of layoff, promotion, shift preference, and vacation scheduling, seniority as herein defined shall apply as defined in this Agreement.
- 7.2 Employees shall accumulate seniority when absent for justifiable reasons including; but not limited to, sickness, paternity leave, leave of absence and layoffs, provided, however, that an Employee's seniority shall terminate for any one of the following reasons:
- Voluntarily quits;
 - Discharge for just cause and not reinstated;
 - Overstaying a leave of absence or approved extension thereof unless a reasonable excuse is furnished to the Company;
 - Voluntarily retires from the Company;
- 7.3 The Company shall supply the Union with a seniority list for all Employees, setting forth the names, addresses, date of hire, job classification, and hourly rate of pay. This list shall be maintained by the Company and shall be kept current at all times. Whenever the list is updated, the Company shall provide a copy to the Union within five (5) days.
- 7.4 Details of accrued paid time off (PTO) shall be provided to the Union as requested.
- 7.5 Union officers and stewards who are engaged in the day-to-day administration of this Agreement shall have super-seniority for purposes of layoff.

ARTICLE 8 – Training and Introductory Status

- 8.1 The Company shall provide appropriate training sessions for Employees to gain the skills necessary to perform daily work. Employees will be ranked by letters shown according to their level of qualification. An Employee would only be required to have the skills necessary to complete all tasks in each section by the corresponding time. The Company must provide enough training for the Employee to learn the work in the required time. If Employees who are performing satisfactorily request additional or early training, the Company must make an earnest effort to provide training if the schedule permits. Training will be provided based on length of service as follows:

Training Schedule	
Entry Level	A Straighten each day, answer phones and take messages, Help on rearrangement projects, put away fabric and notions, and help prepare classroom for teachers before class times.
After 3 weeks	B Give directions to store, cut fabric, ring transactions through register, help customers locate fabric and notions, unpack shipments, put away patterns, help price notions, advise customers on fabric choices and care, know layout and pricing of buttons
After 6 weeks	C Help with displays, take fabric requests, double and roll fabric
After 4 months	D Process class sign-ups, issue gift certificates, take swatch requests for mail order, help resale customers, vacuum, and cleaning of vacuum, Employee purchases, help price fabrics
After 9 months	E Open and close store, do special orders, process returns and issue credits, put over-rings back into register, process purchase orders, learn about customers who receive special discounts, roll remnants

8.2 All newly hired Employees, whether regularly scheduled, or temporary, are on introductory status until they have completed one hundred and sixty (160) hours of work, or 3 calendar months at Stone Mountain & Daughter. While on introductory status an Employee may be dismissed at any time, without cause or notice. After the introductory status period, an Employee can only be dismissed for just cause in accordance with ARTICLE 18 - Discipline, Suspension, and Discharge.

ARTICLE 9 – Special Jobs

9.1 “Special Jobs” which are assigned to at least one (1) but no more than three (3) Employees are as follows:

- Button maintenance and ordering
- Mail order
- Book orders
- Pattern orders
- Bag orders
- Notions maintenance

If more than one Employee who is performing satisfactorily shows interest in doing a special job, then they will be considered for that job based on seniority. If an Employee feels that they have been unreasonably denied a special job that they have shown interest in they may appeal to ARTICLE 19 - Grievance Procedure.

ARTICLE 10 - Job Descriptions

- 10.1 The Company shall write job descriptions provided that they shall not be in conflict with the provisions of this Agreement. The job descriptions will correspond with the table in Article 9. The Company will consult with the Employees during development of job descriptions. A copy of revised or amended job descriptions shall be sent to the Union at the time changes are implemented.
- 10.2 The company shall provide separate job descriptions for “special jobs” which will be written up in the policy and procedures manual.

ARTICLE 11 – Staff Meetings

- 11.1 Staff meetings shall be held a minimum of two (2) times per year.
- 11.2 Staff meetings can be scheduled more frequently if a majority of Employees request or if the Company decides it is necessary. However, the Company retains sole discretion whether to hold more than two (2) staff meetings per year.
- 11.3 Time spent by Employees in staff meetings is considered time worked and paid by the Company.
- 11.4 The main focus of staff meetings will be training.
- 11.5 The Company will set the agenda for staff meetings with input from the Employees.

ARTICLE 12 – Layoffs

- 12.1 The Company shall give the Union and the steward at least ten (10) working days written notice of all proposed layoffs.
- 12.2 When the Company is compelled to layoff Employees due to circumstances over which the Company has no control, the Company shall only be required to give as much notice as reasonably possible and they shall make every effort to inform Employees as early as possible. Such circumstances include, but are not limited to fire, non-delivery of essential materials for operations, power failure, damage to the store, strikes or actual or threatened acts of violence.
- 12.3 The Company shall not use overtime to avoid filling a job opening.
- 12.4 The Company shall not use non-bargaining unit employees to avoid filling a job opening.

ARTICLE 13 – Wages and Evaluations

- 13.1 Immediately following the effective date of this Agreement, Employees currently employed by the Company who have not received a raise within six (6) months prior to the effective date of this agreement will receive a 25 cent per hour wage increase.
- 13.2 The starting wage at entry level is \$9.00 per hour. Raises of \$.25 will be given every twelve (12) months in accordance with Employee performance evaluations and economic performance of the store.
- 13.3 Employee evaluations will be given 3 months prior to scheduled raises.
- 13.4 Employees shall be given a written performance evaluation every twelve (12) months following completion of the probationary period.
- 13.5 Evaluation forms will be submitted to all Employees by the Company. If either side wants to meet to discuss the evaluation, a meeting will be scheduled.
- 13.6 In each evaluation, the Company is responsible for reviewing each Employee's performance with them in accordance with all policies and procedures set forth in this Agreement and all other Company documents.
- 13.7 Employees still in training shall be evaluated based on their progress according to the training schedule.
- 13.8 Any and all issues shall be addressed by the Company in the evaluation, particularly whether the Employee is meeting, exceeding, or not meeting the Company's expectations.
- 13.9 If an Employee receives an unsatisfactory evaluation, they will be given 3 months to correct their performance in order to receive their scheduled raise.
- 13.10 All Employees are entitled to a copy of their performance evaluations. The Employees will be given opportunity to submit responses in writing.
- 13.11 Evaluations shall be signed by the Company and the Employee.
- 13.12 Copies of all performance evaluations shall be kept in the Employee file.
- 13.13 Employees are entitled to an itemized pay statement, including overtime paid and paid time off (PTO) accrued.

ARTICLE 14 – Health Care

- 14.1 The Company shall set aside a fund of sixteen hundred (\$1,600) dollars per year for reimbursement of eligible Employee health care costs.
- 14.2 The health care fund will be administered by the Union Employees and management through reimbursements and divided equally among all eligible Employees.
- 14.3 To receive reimbursements for health care costs Employees must present an invoice or other evidence of expense incurred.
- 14.4 Employees are eligible for health care reimbursements after one (1) year of employment.
- 14.5 Employees will not be eligible for reimbursements unless they work at least twenty (20) hours per week.

ARTICLE 15 - Unit Work

- 15.1 Bargaining unit work shall not be performed by the Company, except in the following situations:
 - For instruction, teaching, and training of Employees.
 - In cases of emergency or breakdown.
 - For a temporary condition beyond the capacity of the work force present, provided the performance of such work does not deprive a member of the bargaining unit of a full time job and is not used in lieu of scheduling a bargaining unit Employee.
- 15.2 Bargaining unit work shall not be performed by any other nonbargaining unit Employee, except in the following situations:
 - For a short-term temporary basis while a regular bargaining unit Employee is being recruited.
 - When a bargaining unit Employee calls in sick, or takes a leave of absence.
- 15.3 In no case shall bargaining unit work be eliminated, reduced, replaced, or otherwise negatively affected, by the use of outside employment agencies, or other forms of subcontracting, or subcontracted workers,
- 15.4. It is understood that the Company shall have the right to use outside contractors for maintenance, repair, construction, plant modification work or other specialized needs. Subcontracting shall not be used as a subterfuge to diminish employment opportunities for current Employees.

ARTICLE 16 - Leaves of Absence

- 16.1 A leave of absence is defined as an absence from work of more than thirty (30) calendar days, or up to 3 months unless otherwise negotiated with the Company.
- 16.2 An Employee desiring a leave of absence shall make written notice, when possible, to the Company. This written notice should take place at least fourteen (14) days prior to requested leave time, unless circumstances prevent timely submission.
- 16.3 A leave of absence may be requested for illness, jury duty, maternity, death in the family, and personal reasons.
- 16.4 No Employee shall be granted a leave of absence to accept employment elsewhere, unless agreed to by the Company.
- 16.5 Starting on day thirty-one (31) of a leave of absence and employee shall have one (1) day of seniority deducted for each day off the payroll.
- 16.6 If upon expiration of his/her leave of absence there is no work available for the Employee, the Employee will be eligible to fill the next vacancy.
- 16.7 The Company agrees to follow the requirements of the Federal Americans with Disabilities Act and all State and Federal laws which may apply. The parties agree by the posting of required notices that the Employees shall have all the notice required under the law.

Funeral Leave: Employees shall be granted three (3) days off without pay in the event of the death of a member of their immediate family or domestic partner.

The Company agrees to follow the requirements of the Federal Americans with Disabilities Act and any and all State and Federal laws which may apply. The parties agree by the posting of required notices that the Employees shall have all the notice required under the law

Family Medical Leave: Employees wishing to take time off for the birth or adoption of a child, family health needs, or the Employees own health needs, shall be eligible for up to twelve (12) weeks of unpaid leave. Employees must give advance written notice, when possible, of intent to take a Family Medical leave.

Upon completion of any leave of absence, such Employee shall be returned to their former position and rate of pay at the time of their return, and without loss or prejudice to any of their rights or privileges hereunder, Seniority shall continue to accrue during such leaves as well.

ARTICLE 17 - Safety and Health

- 17.1 The Company agrees to provide a place of employment that is safe and healthful for the Employees.
- 17.2 The Company shall adopt, and use methods and processes designed to render such places of employment safe, and shall do everything necessary to protect the life, health, and safety of the Employees and shall maintain medical and first aid services. The company shall repair and maintain the workplace to render, it safe.
- 17.3 Employees shall cooperate fully to maintain a safe and healthy workplace, assisting by keeping their work areas orderly and clean and informing the Safety Committee of any hazards, dangers, sanitation issues, or other health and safety concerns that come to their attention.
- 17.4 A Joint Safety Committee, consisting of Employees and the Company shall meet as needed to discuss issues concerning health and safety. Employees are encouraged to voice their concerns, and shall never be disciplined for doing so.
- 17.4 No Employee shall be disciplined or discharged for failure to perform any task which they reasonably believe would create a real and apparent hazard to the Employee or his/her fellow Employees.

ARTICLE 18 - Discipline, Suspension and Discharge

- 18.1 Discipline, suspension and discharge shall be subject to the grievance procedure as hereinafter provided.
- 18.2 Employees will be disciplined (a) at the time of the Employee's alleged infraction or (b) within five (5) days of the time the Company is made aware of the Employee's alleged infraction, unless additional time is required to complete a full investigation of the facts. When this is the case, the Company must notify the Union of such an investigation at the end of the five days.
- 18.3 The Company shall immediately provide Employees with a copy of any warning, reprimand, discipline, or suspension entered into their record, or if time is required, within five (5) working days of such action taken.
- 18.4 To assure prompt review, any grievances resulting from disciplinary action must be filed within thirty (30) working days following such action, or, notice of such action, unless the Company and Union mutually agree in writing to extend the time.
- 18.5 Upon the signing of this agreement, all prior disciplinary actions taken against Employees will not be considered for use in any future disciplinary action.
- 18.6 Employees may not be disciplined more than once for the same instance of an infraction.

- 18.7 Disciplinary actions shall be progressive unless the infraction is so egregious that immediate discharge is warranted. When the Company concludes that an Employee's conduct justifies immediate discharge, the Employee shall first be suspended without pay for five working days and notice of the suspension shall be given to the Union.
- 18.8 Progressive discipline requires at least one verbal warning, and two written warnings prior to a suspension and one suspension prior to discharge.
- 18.9 The steps leading to any progressive disciplinary action must be based on infractions that have occurred within any rolling twelve (12) month period.
- 18.10 During the period of any suspension, the Employee may request a meeting with a representative of the Company and be represented at such meeting by a Union representative.
- 18.11 Whenever there is a disciplinary meeting, the Employee shall have a Union steward present. Whenever an Employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the Employee has the right to have a union steward or representative present as well. (as defined in NLRB vs. Weingarten, Inc. 420 U.S. 251, 88 LRRM 2689)

ARTICLE 19 – Grievance Procedure

- 19.1 In Article 2 of this Agreement, the Company has previously agreed that managers and supervisors will treat Employees in accordance with generally accepted workplace standards of respect. Specifically, when on Company property or when engaged in Company business, managers and supervisors will not behave in a manner that is intimidating, bullying, offensive or humiliating to Employees. Public discipline or reprimands in front of customers, sales representatives, teachers, and other employees will be grounds for filing a grievance. When an Employee believes that he/she has been treated in violation of this principle, the Employee(s) may request that the Union file a Grievance on their behalf.
- 19.2 A Grievance shall be filed by the Union directly with the Company within 48 (forty-eight) hours of the alleged incident, unless there is compelling explanation for delay. The Grievance shall be written and shall describe the facts and circumstances of the infraction and shall explain how the principles within Section 19.1 have been violated.

- 19.3 Within five (5) working days of receipt of the written Grievance (or as otherwise mutually agreed), Union representatives shall meet with the Company and make a sincere effort to identify a course of action to be taken by the Company that could reasonably be expected to improve or resolve this situation. The Company shall consider recommendations made by the Union in good faith. It will be the Company's prerogative to determine whether or not the individual who committed the infraction is disciplined or discharged.
- 19.4 The Company answer shall be submitted to the Union Official in writing within three (3) working days from the date of the meeting held pursuant to Section 19.3 above.
- 19.5 Employees involved in Grievance meetings while on site during their regularly scheduled work shift will be paid for their time that is authorized by the Company or his/her designee. Such time limits shall not be unreasonable.
- 19.6 The Company and the Union pledge their active, aggressive and continuing efforts to secure prompt disposition of requests, complaints and grievances, and agree that most disputes can be, should be and will be resolved in oral discussions. In the few cases where such resolution is not accomplished, this Grievance Procedure shall apply. This section is intended to provide for an orderly procedure for the settlement of grievances which cannot be resolved in oral discussions. A grievance is a specific allegation made by an Employee or group of Employees of a violation of a specific provision of this Agreement.
- 19.7 A Grievance shall exist when an Employee, Employees, or the Union raise such matter in accordance with the following procedures. To be considered, all grievances must be reported and taken up with the Company within a period of thirty (30) working days from the date the issue became apparent or the matter may not be considered as a subject for the Grievance Procedure thereafter.

19.8 STEP 1

- a) If an Employee or group of Employees has a grievance, there shall be no interruption or impeding of work, but an earnest effort shall be made to settle such differences by discussing the problem verbally with the Company. Employee(s) and their Steward shall verbally present the grievance to the Company, and those parties shall make every reasonable effort to reach a satisfactory settlement through discussion.
- b) Grievances concerning general policies, disciplinary cases involving ' suspension or discharge, or, those affecting more than one Employee may be submitted by the Union directly to the Company.

19.9 STEP 2

If no satisfactory settlement is reached immediately with the Company, the grievance may be appealed by the Employee or the Union to the Company within five (5) working days from the verbal decision of the company. To be appealed to the Company, the Grievance shall be reduced to writing, on grievance forms provided by the Union, and submitted to the Company by the Steward. The written grievance must cite how the Agreement has been violated and/or the facts and circumstances surrounding the case as well as the nature of the relief or remedy sought.

- 19.10 Within eight (8) working days of receipt of the written grievance (or as otherwise mutually agreed), the Chief Steward, Steward and the Company shall meet and make a sincere effort to reach a satisfactory settlement. The Company's answer shall be submitted to the Chief Steward in writing within four (4) working days from the date of the meeting.
- 19.11 If the Company fails to give an answer pursuant to Step 2, the grievance shall automatically default in favor of the Employee(s).

19.12 STEP 3

If the Employee is not satisfied with the response of the Company given pursuant to Section 19.9 above, the grievance may be appealed to Berkeley Dispute Resolution Services (BDRS) for disposition. Appeals to BDRS must be submitted in writing by the Union to the Company within fifteen (15) days from the date of the Company response in Section 19.9 above. If not requested within the fifteen (15) day period, the last decision shall be final and binding on both parties.

- 19.13 In the interest of prompt resolution, the Union and the Company shall attempt to schedule a hearing with BDRS as soon as possible, and each party shall be entitled to only one rejection of a date that BDRS offers for scheduling the mediation.
- 19.14 If the Company fails to appear at the BDRS hearing, the decision shall default in favor of the Employee, and such decision shall be final and binding upon both parties.
- 19.15 If the grieving party fails to appear at the BDRS hearing, the parties shall declare the grievance null and void for all purposes, and the grievant shall have no further recourse.

ARTICLE 20 - Change in Method of Payment

- 20.1 There shall be no change in the method of payment for any of the Employees covered by this Agreement without prior negotiations.

ARTICLE 21 - Information to Union

- 21.1 The Company shall provide the Union with all relevant information and data necessary for the Union as collective bargaining representative of the Employees to police the contract and to prepare for negotiations pursuant to this Agreement or looking toward the establishment of a new subsequent agreement.
- 21.2 The Company shall provide the requested relevant information within ten (10) days of the request where it is practicable.

ARTICLE 22 - Workers' Compensation and Unemployment Insurance

- 22.1 The Company shall maintain unemployment insurance and Workers' Compensation insurance at all times.
- 22.2 Employees shall report all injuries, upon discovery, to their supervisor or the General Manager who shall inform the Shop Steward.

ARTICLE 23 - Extent of Agreement (Past Practices)

- 23.1 This Agreement supersedes all contracts and agreements to the extent they are applicable to the operations covered by this Agreement. This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining (except as specifically provided in this Agreement) for the term of this Agreement.

ARTICLE 24 - Compliance with Federal and State Law

- 24.1 Nothing herein shall preclude the Company from exercising all of its rights under any Federal and State law applicable to the work place. Provided, however, that any dispute over any alleged breach by the Company of its obligations under said applicable legislation and legal doctrines shall be subject to the Grievance Article of this Agreement
- 24.2 Notwithstanding, the Employees and the Union shall not be precluded from exercising their rights to pursue any other legal recourse or remedy to which they are entitled.

ARTICLE 25 - Right to Amend and Supplement

- 25.1 The parties agree that this Agreement may be amended or supplemented by mutual consent of the parties in writing at any time during its term.

ARTICLE 26 - Term of Agreement (Termination)

- 26.1 This Agreement will be effective upon the date specified in the Preamble of this Agreement and will remain in full force and effect until March 25 , 2006 . It will renew itself from year to year thereafter, unless written notice of a desire to modify or terminate the Agreement is given by either party to the other not less than sixty (60) days prior to the expiration.

IN WITNESS WHEREOF, the undersigned parties duly authorized to do so, have executed this Agreement this 25th day of March, 2004.

**FOR THE INDUSTRIAL
WORKERS OF THE WORLD
UNION:**

FOR STONEMOUNTAIN & DAUGHTER:

Appendix A- Management Rights

- 1.1 The Union recognizes that except as specifically limited or abrogated by the specific terms and provisions of this Agreement, and to the extent authorized by law, all rights to manage and direct the operations and activities of the business, without hindrance or interference by the Union, and to carry out all the functions of management, are solely and exclusively vested in the Company.
- 1.2 Such rights include, but are not limited to the following:
 - direct and control the operations;
 - direct, control and schedule the workforce in accordance with this agreement;
 - introduce new and improved methods of operations;
 - acquire or move merchandise; determine the methods, procedures, materials, and operations to be utilized;
 - hire, promote, assign and evaluate Employees;
 - terminate, lay off, demote, suspend, discharge, and discipline Employees for just cause;
 - select its Employees, determine the number of its Employees, including the number assigned to any particular work, and increase or decrease that number
 - train employees;
 - determine and schedule when overtime is needed;
 - determine qualifications, work. performance levels and standards of performance of the employees;
 - promulgate, modify, post, distribute and enforce written manual of policies, procedures, rules and regulations governing the conduct and acts of employees during working hours.
 - Hire a store manager.
- 1.3 The foregoing statement of the rights of management and of the Company functions are 'not all inclusive, but indicate the type of matters or rights which belong to and are inherent in management.
- 1.4 The Company, in this Article, does not seek in any way to deny or restrict any Employee's rights established under the National Labor Relations Act, or any other laws or regulations which apply. Furthermore, nothing in this article shall supersede or override any other provision in this agreement.
- 1.5 The Company and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement, and such expression is all-inclusive. Therefore, the parties hereto for the life of this Agreement each voluntarily and unqualifiedly

waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement.