

**UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL 1189**

**And**

**HALF PRICE BOOKS, RECORDS, MAGAZINES, INCORPORATED  
2481 FAIRVIEW AVENUE ROSEVILLE, MINNESOTA**

**COLLECTIVE BARGAINING AGREEMENT**

**JUNE 1, 2024 THROUGH JANUARY 1 2028**

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## **ARTICLE I RECOGNITION**

**Section 1.1. Agreement.** It is hereby agreed by and between Half Price Books, Records, Magazines, Inc. hereinafter known as the "Employer," and UFCW Local 1189, hereinafter known as the "Union," as follows.

**Section 1.2. Recognition.** The Employer recognizes UFCW Local 1189, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment or other conditions of employment for all employees included in the bargaining unit described below. Pursuant to the certification of representative issued by the National Labor Relations Board on December 23, 2021 in Case No. 18-RC-284606, the bargaining unit covered by this Agreement consists of all full-time and regular part-time Booksellers 1s, Booksellers 2s, Bookseller Limited – Duty, Bookseller Trainees and Shift Leaders employed by the Employer at 2481 Fairview Ave. Roseville, Minnesota 55113. The bargaining unit excludes all other current classifications, and supervisory employees including store managers, assistant store managers, temporary employees, and guards and supervisors as defined in the National Labor Relations Act, as amended.

**Section 1.3. New Classifications.** The Employer shall promptly notify the Union of its decision to implement any new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification contains a part of the work now being done by any of the classifications covered by this Agreement, or whose functions are similar to employees in this bargaining unit, and the Union notifies the Employer of a desire to meet within fifteen (15) working days of its receipt of the Employer's notice, the parties will then meet to review the proposed classification within fifteen (15 days) of the notification. If the inclusion of the proposed classification is agreed to by the parties, the parties shall then negotiate as to the proper rate of pay for the classification, with the Employer free to assign a temporary rate pending resolution of negotiations. Article III (No Strike-No Lockout) shall continue in effect during these negotiations and until the expiration of the Agreement.

**Section 1.4. Employee Lists.** The Employer shall supply to the Union on a monthly basis an electronic list of all employees covered by this Agreement. The list shall be sent electronically and shall include, if the employee has supplied, the employee's name, address, home number, cell number, email, department, job classification, date of hire, wage rate, work location, full-time or part-time status, and Employer employee ID number. The Union takes full responsibility for the security of this private, employee data and will take reasonable steps to protect it, including determining a means of secure electronic transfer. Once the data is in the Union's possession, the security of that data is the sole responsibility of the Union, and the bargaining unit employees shall hold the Employer harmless for any loss or breach of the Employee data.

**Section 1.5. Check-Off.** The Employer agrees that, upon receipt of written authorization in the form currently used by the union, the Employer will deduct, from the wages of employees covered by this agreement, the monthly dues and/or uniform assessments of the Union each month and will remit all such deductions to the Union no later than the tenth (10th) day of the month following the month for which the deduction is made. The Union agrees to indemnify the Employer and hold it harmless from any liability the Employer may incur as a result of any deductions from the pay of any employee covered by this Agreement and the transmission of personal data on membership application forms pursuant to this Article. The Employer shall furnish the Union with a list of the employees for whom deductions were made. The Employer agrees to deduct amounts owed by employees who return from absences from work due to layoff, sickness, injury or other reason. The Union will notify the Employer in writing of past amounts that returning employees owe. The Employer will hand out and collect membership application forms during new hire orientation, and transmit them to the Union. Active Ballot Club (ABC) The

Employer and the Union recognize that the UFCW has created an Active Ballot Club Political Action Committee that employees may contribute to. Employees may sign up to contribute to the ABC PAC through the UFCW's website at <http://v.rww.ufcwaction.org/abc/ufcw-abc-impact-reporting/>

## **ARTICLE II REPRESENTATION**

**Section 2.1. Union Representatives.** The Employer recognizes the Union representatives, including those chosen by the Union from among employees in the bargaining unit, only in accordance with the provisions of this Article.

**Section 2.2. Union Stewards.** The Union will designate three (3) employees as Union stewards for the bargaining unit. The Union will advise the Employer of the scope of representational responsibility of the stewards.

**Section 2.3. Union Activity.** The Union agrees that it will not solicit Union membership or carry on any other Union activities during the work time of any employee involved, except as otherwise agreed, or carry on such activities in working areas at any time or in any manner. One (1) shop steward may attend investigatory meetings on paid time upon request by an employee. If no shop steward is present in the store and the employee requests representation, the meeting will be rescheduled to a time when a steward or Union representative is available. The Employer may send the employee under investigation home without pay. The Union will advise the Employer of the scope of representational responsibility of the stewards.

**Section 2.4. Union Access.** The authorized representatives of the Union shall have access to the store by permission of management which permission shall not be unreasonably withheld, to meet with the Employer representatives, or an employee or to meet with a Union steward on their non-work time and in non-work areas, to update bulletin boards, or leave materials in the breakroom, only after providing 48 hours' advance notice to the Store Manager or Assistant Store Manager. If the Union requests access to investigate a grievance that occurred more than seven days ago, the Employer will extend the initial grievance filing timeline in Article V, Section 5.3. (a) by 48 hours. The Union representative shall comply with all safety and security rules during their time on the premises.

**Section 2.5. Union Security.** Every non-introductory bargaining unit employee who is employed on the effective date of this agreement will as a condition of employment become a member in good standing, and every employee the Employer thereafter hires will as a condition of employment become a member in good standing on the ninety first (91st) day of employment or the effective date of this agreement, whichever is later. If any employee shall be terminated because of their failure to tender Union dues, then within thirty (30) days after written notice from the Union, the Employer shall discharge such employee.

**Section 2.6. New Employees.** The Employer shall provide up to fifteen (15) minutes of paid time during the newly hired full-time or part-time employee's introductory period for the purposes of the Union orientation to be held by a Shop Steward. The Employer will provide a space for orientation to be conducted. Such time will be considered as time worked. Where the Employer has been provided them by the Union, the Employer will provide new employees a physical copy of the relevant Collective Bargaining Agreement and a copy of the Union Representative's business card as part of its new employee orientation.



### **ARTICLE III NO STRIKE/NO LOCKOUT**

**Section 3.1. No Strike.** In consideration of the Employer's commitment not to lock out the employees, the Union, and its officers, agents, representatives, stewards, committeeperson and members, and all other employees shall not, in any way, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at the Employer's store during the life of this agreement.

**Section 3.2. No Lockouts.** In consideration of the Union's commitment to refrain from engaging in any strikes or strike activities as set forth above, the Employer shall not lock out bargaining unit employees during the life of this agreement.

**Section 3.3. Discipline for Violations of this Provision.** The failure or refusal on the part of any bargaining unit employee to comply with the No Strike Clause set forth above, shall be cause for immediate discipline, including discharge. Such discipline shall be subject to the grievance and arbitration process, only as outlined below. If a dispute regarding discipline or discharge for violation of this provision is decided by an arbitrator, the arbitrator shall only determine whether or not a violation of the No Strike provision has occurred. If an arbitrator determines that an Employee has violated this provision, the disciplinary decision of the Employer will be final and will not be modified by the arbitrator. If the arbitrator concludes that an employee has not violated this provision they will face no discipline or discharge for violation of this Article. The failure or refusal by Union stewards or other employees of Half Price Books who hold Union offices to comply with this provision constitutes leading and instigating a violation of this No Strike Clause as it is specifically agreed that such individuals, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of this No Strike Clause by reporting to work and performing work as scheduled and or required by the Employer.

### **ARTICLE IV MANAGEMENT RIGHTS**

**Section 4.1. Management Rights Reserved.** Except as modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to assign employees to specific positions as the Employer deems appropriate; to promote, demote, transfer, lay off, recall to work, to set the standards of productivity, the products to be produced, and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors and/or temporary employees to perform work or services; to subcontract, contract out, closedown, or relocate the Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; to control and regulate the use of machinery, equipment or other production processes; to introduce new or different equipment or machinery, production, service, maintenance methods, materials, machinery or equipment or remove and or modify the same; to determine the number, location and operations of departments, divisions, and all other units of the Employer; to relocate the Employer's operations, equipment or any part thereof; to issue, amend, and reasonably revise policies, rules, regulations and practices and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the Employer and to direct the Employer's employees. The Employer's failure to exercise any right, prerogative or function hereby reserved to it, or the Employer's exercise of

such right in a particular way, shall not be considered a waiver of the Employer's right to exercise such right in the future in the same or different manner depending on the circumstances.

**Section 4.2. Work By Supervisors, Other Non-Unit Employees and Others.** It is fully understood that the Employer's supervisors are "working" supervisors. Managers, supervisors, other non-unit employees (including, but not limited to, temporary and contractual employees), and other non-employees shall be permitted to perform any work (including work otherwise performed by employees in the bargaining unit) for the operation of the Employer's business, but shall not regularly replace or reduce the hours or work that bargaining unit members traditionally perform. This provision also includes District Operations Support Specialist and District Operations and Training Support Specialist. Individuals in these positions rotate between represented and unrepresented stores, as needed, to provide training and operational support, including work typically done by booksellers, shift leaders, and store management, and shall not regularly replace or reduce the hours or work that bargaining unit members traditionally perform.

The Employer occasionally hosts outside events for purposes of promoting the Employer and buying and selling merchandise. The Employer may schedule employees, consistent with their availability, to work these outside events. The Employer will continue to reimburse employees with mileage for the difference between their normal commute and the commute to the outside event.

**Section 4.3. Monthly Meetings.** Managers will schedule monthly meetings. These meetings will last at least a one-half hour but could go as long as an hour. They will be scheduled during normal business hours, typically at either the beginning or the end of the shift. There will be an open forum. Any topics (work rules, safety and health issues, etc.) submitted by employees at least 48 hours prior to the meeting will be added to the agenda. Employees may use the open forum to discuss any of the agenda items. Everyone will have an opportunity to attend a meeting; however, this is not an "all-staff required" meeting. The Employer will set aside a minimum of thirty (30) minutes, which may be extended upon mutual agreement, to address any issues added to the agenda by employees.

Staff not regularly scheduled to work at the time of the meeting will not be required to attend but they may choose to attend. These employees will be paid for the duration of the meeting if they choose to be present. Notes will be taken and posted after the meeting(s) for employees that missed the meeting. The monthly meetings may be rescheduled or postponed due to business needs with notice to the Union.

**Section 4.4. Quarterly Meetings.** The Employer will have at least one "all-staff required" meeting every quarter, in place of the monthly meeting, with a District Manager/Assistant District Manager in attendance. There will be an open forum. Topics that have been submitted by employees at least forty-eight (48) hours before the meeting will be added to the agenda. All store staff are required to attend this quarterly meeting. Staff not regularly scheduled to work at the time of the meeting will also be required to attend. These employees who attend will be paid for the duration of the meeting. Alternatively, Store Managers have the option to schedule multiple sessions to ensure all staff are covered. The Employer will set aside a minimum of thirty (30) minutes, which may be extended upon mutual agreement, to address any issues added to the agenda by employees.

Notes will be taken and posted after the meeting/s for employees that missed the meeting. The quarterly meetings may be rescheduled or postponed due to business needs with notice to the Union.



## **ARTICLE V GRIEVANCE PROCEDURE**

**Section 5.1. Definition.** A grievance is defined as a complaint, dispute or difference of opinion against the Employer arising during the term of this Agreement raised by an employee or the Union that there has been a violation, misinterpretation or misapplication of a provision of this Agreement. There shall be no suspension or disruption of work of any kind or manner, but such grievances shall be resolved exclusively through the grievance procedure hereinafter specified.

**Section 5.2. Informal Resolution.** Employees are encouraged to resolve through informal discussions with their supervisors any grievances as defined herein. When specifically requested by an employee, a Union steward may accompany the employee (at a mutually agreed time) to assist in the informal resolution of the grievance. Such informal discussions are not to be construed as a part of the grievance procedure.

**Section 5.3. Procedure.** If such informal discussions do not lead to a satisfactory resolution of a grievance as defined herein, the grievance shall be processed according to the following procedure. The term "working days" as used in the following procedure refers to weekdays on which the Employer's offices are open, unless otherwise indicated.

### **(a) First Step:**

(1) If the issue is not resolved informally, a written statement of the grievance shall be prepared and signed by the Union Representative and delivered to the Regional Manager or their designee within twelve (12) working days after the event giving rise to the grievance (as defined in Section 5.6, below). The written grievance shall specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, the facts on which the grievance is based, and the specific relief requested.

(2) Within twelve (12) working days after the written grievance is submitted, a meeting shall be held with the Regional Manager or their designee to resolve the grievance at a time mutually agreed to by all the parties concerned, including a Union Representative and/or their designee. This meeting may take place remotely.

(3) The Regional Manager or their designee will answer the grievance in writing within twelve (12) working days after such meeting.

### **(b) Second Step:**

(1) If the issue is not resolved at the first step, a written appeal of the grievance shall be prepared and signed by the Union Representative and delivered to the Director of Human Resources or their designee within twelve (12) working days of the receipt of the First Step Answer.

(2) Within twelve (12) working days after the written appeal is submitted, a meeting shall be held with the Director of Human Resources or their designee to resolve the grievance at a time mutually agreed to by all the parties concerned, including a Union Representative and/or their designee. This meeting may take place remotely.

(3) The Director of Human Resources or their designee will answer the grievance in writing within twelve (12) working days after such meeting.

**Mediation.** If the issue is not resolved at Step 2, then by mutual written agreement by the Director of Human Resources or their designee and the Union or its designee, the dispute may be referred to the Minnesota Bureau of Mediation Services (BMS) in an attempt to reach an agreement on a resolution

within twelve (12) working days following the exhaustion of the remedies in Step 2. A mediator will have no authority to force the parties to come to an agreement and cannot impose a decision.

**(c) Third Step (Arbitration):**

(1) If the Union is not satisfied with the decision at the Second Step (or Mediation, if the parties agree to mediate the dispute), the Union may refer the grievance to arbitration by written notice to the Director of Human Resources or their designee within twelve (12) working days after the decision is provided at the Second Step, or within twelve (12) working days of when such answer was due. Should the parties agree to mediation, the time period above shall run from the date of the mediation.

(2) The parties shall attempt to agree upon an arbitrator within twelve working days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said twelve (12) day period, the parties shall jointly request (and pay the applicable fee for) the Federal Mediation and Conciliation Services ("FMCS") to submit a panel of seven (7) arbitrators. The Parties will select a Regional Panel. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Union and the Employer shall have the right to strike three (3) names from the panel. The Parties shall alternate strikes, with the party who filed the grievance striking first, until the Arbitrator is selected.

(3) The Arbitrator shall be notified of their selection through FMCS and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer representatives.

(4) The Arbitrator shall conduct a fair hearing, carried on with all convenient speed, at which they shall receive evidence, both oral and documentary. Each party shall have the rights to be represented by counsel, to examine and cross-examine witnesses, to make and preserve a record, and to file a post-hearing brief within a reasonable period of time.

(5) The Arbitrator shall submit their recommendation in writing within sixty (60) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(6) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

(7) The fees and expenses of the Arbitrator and the cost of a written transcript for the Arbitrator shall be borne by the losing party. In the event the Union is not granted full relief in cases involving the termination of an employee as outlined in the grievance, the parties will split the costs of arbitration equally. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

**Section 5.4. Limitations on Authority of Arbitrator.**

(a) The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement based on the specific issue submitted to the Arbitrator by the parties in writing. The Arbitrator's decision shall cover only the particular issue(s) necessary to resolve the particular grievance without recommendation or comment on other matters.

(b) The Arbitrator has no authority to decide any dispute that does not involve a grievance as defined by Section 5.1 above. If no joint written stipulation of the issue is agreed to by the Employer and Union, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the



First Step. The Arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised.

(c) The Arbitrator shall be without power to make recommendations contrary to or inconsistent with in any applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The Arbitrator shall not in any way limit or interfere with the duties and responsibilities of the Employer under law and applicable court decisions. The decision of the Arbitrator, if made in accordance with the jurisdiction and authority granted to the Arbitrator pursuant to this Agreement, will be accepted as final by the Employer, the Union, and the Employee, and all parties will abide by it. The decision or remedy proposed by the Arbitrator may not be retroactive beyond the following: in cases of pay, two (2) years, for all other cases, including disciplinary cases, to the date of the discipline or the date of the incident giving rise to the grievance. In discipline cases, any award of back pay shall be reduced by all interim compensation (including unemployment compensation) which has been received by the Employee (or could have been received with reasonable, diligent efforts to mitigate damages. Reasonable efforts at mitigation for the purposes of this section, are defined as the requirements required by the State of Minnesota related to seeking employment for purposes of unemployment compensation) and shall take into account any interim period in which the grievant was or would have been unavailable for work.

**Section 5.5. Group Grievances.** If a grievance involving two or more employees arises out of the same facts and alleges a violation, misinterpretation, or misapplication of the same terms of this Agreement, it may be submitted as a group grievance in accordance with the procedure set forth in Section 5.3 above. The resolution of a group grievance shall be limited to those employees who are identified by name in the grievance. The Union shall identify the individual employees no later than the Step 2 grievance meeting with the Employer.

**Section 5.6. Time Limits.** No grievance shall be entertained or processed unless it is submitted within twelve (12) working days after written notice to the Union or implementation (whichever occurs first) of the contested action or inaction giving rise to the grievance. If a grievance is not presented within this time limit, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. Failure by the Employer at any step of this procedure to hold a meeting or communicate a decision on a grievance within the specific time limits shall permit the purportedly aggrieved party to treat the grievance as denied and to proceed immediately to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

**Section 5.7. Time Spent for Grievance Meetings and Arbitration.**

(a) The investigation and processing of grievances as provided in this procedure shall take place outside of the scheduled working hours of the steward and other employee(s) involved. If an employee seeks to be relieved from duty to participate in the investigation or processing of a grievance, such employee must make such request to their supervisor. Such requests will not be unreasonably denied, provided they do not interfere or disrupt work to be performed. Release time will not be considered time worked for any reason.

(b) The steward and the grievant (or a representative grievant in the case of a group grievance) shall be released from duty if necessary to attend any arbitration hearing. Additionally, any necessary witnesses shall be released for the period of time required to testify in such arbitration hearing. In no event shall any time spent by any employee for attending any arbitration hearing be considered time worked by the employee.



**Section 5.8. Union Control of Grievance Procedure.** Except as provided in Section 5.2, only the Union, as the exclusive representative of the bargaining unit covered by this Agreement, shall have the right to take to arbitration any grievance which is arbitrable under this Agreement. If the Employer 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 bound conclusively thereby, and the Union shall thereafter be estopped from reviving or further processing said grievance.

## **ARTICLE VI HOURS OF WORK AND OVERTIME**

**Section 6.1. Application of Article.** This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per shift, per day or per week. Overtime payments shall not be paid for time not worked, nor shall compensation be paid more than once for the same hours worked under any provision of this Article or Agreement.

**Section 6.2. Pay Period and Pay Day.** Each pay period shall consist of two calendar weeks. The date for issuing paychecks shall not be changed without at least thirty (30) days' notice to the employees. Payday shall be no later than Friday. An Employer error of five (5) hours or more in an employee's paycheck shall be paid within three (3) business days (Monday through Friday) after notification after payday. Errors of less than five (5) hours shall be included in the Employee's next regular paycheck.

**Section 6.3. Basic Work Week and Timekeeping.** The basic work week shall be from 12:01 a.m. on Monday through midnight on Sunday. The Employer reserves the right to incorporate accurate methods of timekeeping to track employee adherence to schedules including time clocks, mobile phone applications or any other timekeeping method, as necessary to ensure accurate timekeeping and attendance. To the extent mobile phone applications are available to employees, they will not be the sole method available for tracking time.

**Section 6.4. Work Schedules.** All Employees are expected to be generally available, during normal business hours. Work schedules will be posted two (2) weeks in advance of the first day of the pay period. Changes to the posted schedule will be by mutual agreement between the Employee and the Store Manager or Assistant Store Manager. Employees may be allowed to trade scheduled shifts with other Employees who are willing and able to perform the work, so long as the change is approved by the Store Manager or Assistant Store Manager. The proposed change must be communicated to the Store Manager or Assistant Store Manager at least two (2) days in advance. In cases of emergency where notice is not practicable, Store Manager or Assistant Store Manager may waive the two-day notice period. Use of this waiver does not create any binding practice. In the event that a Store Manager or Assistant Store Manager is unavailable, the District Manager or Regional Manager can approve schedule changes for the purposes of this Article.

Employees shall not be scheduled to work more than five (5) days in a row unless by mutual agreement. Employees may notify the Employer of their preferred hours and the Employer will consider those preferences, subject to the needs of the business. The Employer shall attempt to schedule Employees with at least twelve (12) hours off between shifts, unless business needs necessitate. Should the Employer need to close the store due to an Act of God or other unexpected emergency beyond the control of the Employer, such as a flood, fire, public health emergency, or social unrest resulting in a temporary, partial, or complete store closure the Employer may temporarily deviate from this Agreement as it relates to scheduling.

**Section 6.5. Voluntary Call-In.** Employees will not be required to work outside of scheduled hours once posted. All non-scheduled hours will be voluntary. If an employee comes in to work outside of their scheduled hours, they shall receive no less than three (3) hours work or pay in lieu thereof, unless a shorter call in is mutually agreed to.

**Section 6.6. Split Shifts.** No employee shall be required to work a split shift. Employees will be allowed to work a split shift by mutual agreement.

**Section 6.7. Overtime.** A substantial effort is made by the Employer to avoid the need for overtime work; however, situations arise which require overtime hours to be worked to meet customer or business needs. When those occasions arise, every attempt will be made to give as much notice as possible. All employees will be expected to work overtime hours as scheduled. Overtime work will be offered based on seniority, so long as the individual is capable of performing the work required. If there are no qualified volunteers, overtime work will be assigned in reverse seniority order.

Any time worked in excess of an Employee's normally scheduled hours of work must be authorized in advance by the employee's direct supervisor. Employees are not permitted to change or extend their hours, or work overtime, without such advance authorization. Overtime will be paid in compliance with applicable state and federal laws.

Overtime wages are based on hours actually worked during the workweek, and not on hours for which the employee is paid and no work is performed, including but not limited to holidays, vacation, and/or sick pay. In no event will overtime premiums be pyramided under the terms of this Section, Article, or Agreement.

**Section 6.8. Breaks.** For both full-time and part-time employees, shifts of three (3) hours or more will include break time for rest, meal or other non-work activities. The amount of break time varies according to the length of the shift as follows:

<b>length of shift</b> .....	<b>break time</b>
less than three (3) hours.....	no break
Three (3) to less than five (5) hours.....	paid ten (10) minutes
Five (5) to less than six (6) hours.....	unpaid forty (40) minutes
Six (6) to less than eight (8) hours.....	unpaid fifty (50) minutes
Eight (8) hours or more.....	unpaid one (1) hour

Unpaid break time may not be divided into shorter breaks, except as authorized by applicable law. Scheduling of the breaks is the responsibility of the Employee's supervisor, with maintenance of adequate customer or Employee service the primary consideration. Employees are released from all duty during their break and are free to leave the workplace during the break, but must return promptly to work at the end of the time period allowed. Managers on Duty (MODs) may be required to stay on site due to a staff shortage and will be paid for their break.

Employees working five (5) or more hours are also permitted one paid 10-minute break for use as smoke breaks, coffee breaks and other non-work activities. At the manager's option, they may permit the 10-minute break to be divided into two 5-minute breaks.

Employees must notify and receive approval from the manager-on-duty to take the break. Arriving late or leaving early in lieu of break is not an option. Employees are expected to take the break time provided. While employees will be paid for working off-the-clock at the required rate of pay, working additional, unauthorized time is a violation of Company policy and is grounds for disciplinary action.

**Section 6.9. Nursing Parents.** The Employer shall provide reasonable break times each day to an employee who needs to express breast milk for their infant child during the twelve (12) months following the birth of the child. After twelve (12) months, additional time may be granted upon request by the Employee and may be granted with agreement from the Store Manager. The break times must, if possible, run concurrently with any break times already provided to the Employee. The Employer shall not reduce an employee's compensation for time used for the purpose of expressing milk.

The Employer will make reasonable efforts to provide a room or other location, in close proximity to the work area, other than a bathroom or a toilet stall, that is shielded from view and free from intrusion from coworkers and the public and that includes access to an electrical outlet, where the Employee can express milk in privacy. The Employer will be held harmless if reasonable effort has been made.

## **ARTICLE VII WAGES**

**Section 7.1. Wage Schedules.** Employees covered by this Agreement shall be compensated in accordance with the wages set forth herein. Employees shall be compensated at a rate no less than the minimum rates set forth in Appendix A.

**Section 7.2. Annual Discretionary Scaled Increase.** Employees may be eligible for a discretionary scaled increase on their annual anniversary or the date of their promotion/demotion as applicable, subject to current pay grade caps. Annually, on or about February 28, the Employer shall provide notice to the Union of that year's Company-wide discretionary scaled increase, providing the ranges for "needs improvement," "meets expectations," or "exceeds requirements." Such increases are discretionary and based on their annual performance review. The Employer will attempt to complete all performance reviews by the anniversary date of each employee, but short delays may occur. If such a delay occurs, increases will be retroactive to the anniversary date. The Employer will, upon request, provide wage increase percentages for booksellers and shift leaders from another store in the same region for comparison and validation purposes only. The Union shall not be entitled to request any other information related to the business of the Employer or other financial information to analyze or confirm the amount of the annual discretionary scaled increase.

**Section 7.3.** The Employer reserves the right to increase wage rates to meet market demands, but will not decrease them, as specified in this contract, during the term of this Agreement. During the term of this Agreement, should the Employer provide wage improvements only, including to minimum rates and maximum rates, to its non-union employee population, such improvements shall likewise apply to these bargaining units.

**Section 7.4. Promotion Increases.** Limited Duty Booksellers who are promoted will receive an increase over their current rate, up to five percent (5%), or be placed at the minimum rate for the new position, whichever is greater. Booksellers promoted to Shift Leaders will receive an increase up to five percent (5%) upon promotion and if that amount is less than the Shift Leader minimum rate, they will be bumped up to the minimum rate. Booksellers who currently make more than the Shift Leader minimum rate will receive up to a five percent (5%) increase if their annual review occurred in the last four months and up to a seven percent (7%) increase if their annual review is set to occur in the next eight (8) months. All increases are subject to the labor grade caps.



**Section 7.5. Demotions and “Step-Downs.”** Employees who are demoted or re-classified via an approved “step-down” during the term of the Agreement will be returned to their last wage rate in their prior Bookseller position plus any percentage increases they received in their annual merit reviews or as a result of Company-wide wage adjustments in the higher position, up to the wage cap. If they were promoted prior to January 1, 2020, they will keep their current rate or move to the maximum rate of their new classification, whichever is lower.

**Section 7.6.** Increases in the basic rates of pay shall not be made effective while the Employee is absent due to sickness, accident or any leave of absence.

**Section 7.7.** The Employer retains complete discretion as to the performance-based increase of each individual employee and the Union shall not grieve discretionary pay increases provided during the annual review process.

**Section 7.8. Bonuses.** The Employer shall provide bargaining unit employees with quarterly and holiday bonuses in the same amount as provided to all other hourly employees during the term of this Agreement. The Employer will provide bonus payment information, upon request from the Union, for booksellers and shift leaders from another store in the same region for comparison and validation purposes only. The Union shall not be entitled to request any other information related to the business of the Employer or other financial information to analyze or confirm the amount of the discretionary quarterly and holiday bonuses.

**Section 7.9. Pay Procedures.** Payment of wages shall be by check or direct deposit by choice of the Employee, in accordance with the office procedure of the Employer.

## ARTICLE VIII

### SENIORITY, LAYOFF AND RECALL

**Section 8.1. Definition of Seniority.** Seniority shall consist of an employee's length of continuous employment in a position covered by this Agreement since their last date of hire. Two or more employees hired on the same date will be assigned seniority relative to each other by random method. The Union will be responsible for the process of random assignment of seniority and will inform the Employer of the outcome of the process. Seniority shall accumulate during all authorized paid leaves of absence.

Seniority rights created by this Agreement exist to the extent provided by this Agreement. Seniority shall not establish any right to the continuation of any work by the Employer, nor to the continuation of any job classification or arrangement of duties within a classification, but only serves as a qualification for benefits as expressly provided for in this Agreement and for no other purpose.

**Section 8.2. New Employee Introductory Period.** All new employees and those hired after loss of seniority shall be considered introductory employees until they have completed an introductory period equivalent to ninety (90) days. Days worked as a temporary or contractual employee will not be counted towards satisfaction of the introductory period. Extended time absent from duty or not served for any reason shall not apply toward satisfaction of the introductory period or any extension thereof.

During an employee's introductory period, the Employee may be disciplined, suspended, laid off or terminated without cause at the sole discretion of the Employer. Such introductory employee shall have no recourse to the grievance or arbitration procedure to contest such discipline, suspension, layoff or termination.

There shall be no seniority among introductory employees. Upon successful completion of the introductory period, an employee shall acquire seniority which shall be retroactive to their last date of hire.

**Section 8.3. Promotion and Transfer Second Introductory Period.** Employees who are promoted will be subject to a second ninety (90) day introductory period, even if they went through an introductory period in their previous position.

Employees who transfer from a Union-represented bargaining unit position to another Union-represented bargaining unit position within the same District will be covered by the terms of this Agreement immediately upon transfer.

Employees who transfer from any other location will be subject to Section 8.2 even if they went through an introductory period at their previous location.

An employee who, in the judgment of management, is not successful in the new position may be transferred back to their prior position at any time during the secondary introductory period, depending on the availability of such positions and the Employer's needs. Benefits eligibility is not changed during the secondary introductory period that results from a promotion or transfer within Half Price Books.

Promoted and transferred employees who have completed an initial introductory period retain all rights to just cause and the grievance and arbitration provisions of this agreement.

**Section 8.4. Seniority Upon Transfer or Return to the Bargaining Unit.** An employee who is transferred from another location owned by the Employer shall receive full credit, for seniority purposes and for any benefits where service time is used in the calculation of those benefits in this Agreement, for all time worked with the Employer.

Employees who have a break in service of less than six (6) months will receive credit for past experience with Half Price Books.

If an employee is promoted or assigned by the Employer to a position outside of the bargaining unit and is subsequently returned to a bargaining unit position by the Employer, the Employee shall be credited with the years of service outside of the bargaining unit, in addition to the seniority that was previously accumulated as a bargaining unit member.

**Section 8.5. Seniority List.** The Employer will monthly provide the Union with a seniority list of all employees in the bargaining unit setting forth each employee's seniority date and current position.



**Section 8.6. Layoff.** The Employer, in its discretion, shall determine whether layoffs are necessary, and which classification or classifications will be reduced. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off within classification as follows:

(a) All introductory, temporary, and contractual employees within a classification will be laid off first (or terminated, as determined by the Employer).

(b) The Employer may consider volunteers for layoff before further layoffs.

(c) In any further layoffs:

i. If the Employer determines that it needs to retain employees with specific skills, it shall have the right to retain employees within the classification performing particular jobs and having the skill, qualifications, and demonstrated ability, as determined in good faith by the Employer. If these factors are, on balance substantially equal among those employees qualified and able to do the work, the Employee with the greatest seniority will be retained. The Employer shall provide written notice, before or concurrent with notice to the Employee, to the Union of the specific skill requirement, as well as a seniority order list of all the employees the Employer believes to have proficiency in that skill.

ii. If the Employer determines that no special qualifications or skills are necessary, layoffs will be done within classification by seniority (with the least senior employee being laid off first).

**Section 8.7. Recall.** Non-Introductory employees who are laid off shall be placed on a recall list by classification for a period of six (6) months. If there is a recall in a classification, Employees who are still on the applicable recall list shall be recalled in the reverse order of their layoff (i.e., the last one laid off shall be the first one recalled), provided they possess the skill, qualifications, and experience to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the Employee by certified mail with a copy to the Union Representative, provided that the Employee must notify the Employer of their intention to return to work within three (3) working days after receiving any actual notice of recall (including notice by personal telephone call or otherwise). The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the Employee, it being the obligation and responsibility of each Employee to provide Human Resources or the Store Manager with their latest mailing address. If an employee fails to timely respond to a recall notice, they shall be skipped for purposes of recall and placed at the bottom of the list. If the Employer has not heard from the Employee within fourteen (14) calendar days of mailing a properly addressed notice of recall, the Employee's name shall be removed from the recall list.

**Section 8.8. Termination of Seniority.** Seniority for all purposes and the employment relationship shall be terminated if the employee:

- (a) quits;
- (b) is discharged and not reinstated;
- (c) retires;
- (d) is found to have falsified any information submitted on their employment application, resume, or other material at the time(s) they sought employment with the Employer;
- (e) falsifies the reason for a leave of absence or is found to be gainfully employed or self-employed during a leave of absence without written permission from the Employer (which shall be deemed a voluntary quit);

- (e) fails to report to work at the conclusion of an authorized leave of absence (which shall be deemed a voluntary quit);
- (f) is laid off and fails to timely respond to a notice of recall as provided in Section 8.7, or fails to report for work at the time prescribed in the notice of recall;
- (g) is laid off or for any other reason does not perform bargaining unit work for the Employer for a period of six (6) months (excluding any approved medical leaves), except as provided in Section 8.4;
- (h) is absent from work for one (1) working day without notification to or authorization from the Employer within eight (8) hours of the scheduled start time (which shall be deemed a voluntary quit).

**Section 8.9. Promotions to and Transfers to Openings in the Bargaining Unit.** In the event that the Employer desires to fill a regular full-time or part-time vacancy, employees in the bargaining unit who seek to fill such opening may apply for it and will be considered. The Employer will select the applicant (whether inside or outside the bargaining unit) who the Employer, in its sole discretion, determines to have the greatest skill, qualifications, experience, work record and ability to do the work (or has the greatest potential to succeed in the position). In the event the Employer, in its sole discretion, determines that the overall qualifications of two or more applicants are substantially equal, applicants from within the bargaining unit will be preferred over those from outside, and employees with greater seniority will be preferred over those with less.

**Section 8.10. Full Time and Part Time Employees.** A Regular Full-Time employee is one who is generally employed for thirty-five (35) hours or more per week and completes the introductory period and is eligible for all benefits as provided in this Agreement (subject to all stated conditions). A Regular Part-Time employee is one who completes the introductory period and is regularly scheduled to work less than the full-time work schedule. Part-time employees generally work between twenty (20) and thirty-four (34) hours per week. Availability of part-time work and hours are subject to change based on business needs. Part-time employees who regularly work twenty (20) or more hours per week are eligible for benefits as provided in this Agreement. Part-time employees may work less than twenty (20) hours per week upon mutual agreement between the Employee and the Employer.

**Section 8.11. Temporary Employees.** An employee who is hired for a limited period is considered a "temporary" employee. Temporary employees are not part of the bargaining unit. They do not acquire seniority and do not become eligible for wages or benefits under this Agreement. Temporary or contractual employees will be employed for no more than ninety (90) consecutive days. The Employer may extend any temporary or contractual employee for an additional thirty (30) days. If a temporary employee is retained, their seniority will revert to their date of hire as a temporary employee.

## **ARTICLE IX HOLIDAYS**

**Section 9.1. Holidays.** Half Price Books designates nine (9) paid holidays every calendar year. Some holidays involve altered business hours or store closings, and eligible employees may be given that day off. Other holidays may not affect store hours, but eligible employees will be given that day or another day off. Employees in the following employment classifications are eligible for paid holiday time off as described in this policy:

Regular full-time employees  
Regular part-time employees

Employees still in their initial introductory period are not eligible for paid holidays because they are not yet regular employees. Employees become eligible for holidays after ninety (90) days of employment. If a temporary employee is hired as a regular employee, the time spent working as a temporary employee will count towards eligibility for paid holidays. For each paid holiday, every regular full-time employee is entitled to a paid day off (7 hours for those working a 35-hour workweek and 8 hours for those working a 40-hour workweek). Every regular part-time employee is entitled to the equivalent of a paid day off. An equivalent day is based on the hours worked in the pay period before which the holiday falls (see box).

$\frac{\text{hours prior pay period}}{10} = \text{length of equivalent day}$
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The paid holidays are:

- New Year's Day: (Jan. 1)
- Martin Luther King, Jr. Day: (3<sup>rd</sup> Monday in Jan)
- Memorial Day: (last Monday in May)
- Independence Day: (July 4)
- Labor Day: (1st Monday in Sept.)
- Thanksgiving Day: (4<sup>th</sup> Thursday in Nov.)
- Christmas Day: (Dec. 25)
- Two Dates of Employee's choice

Note: If an employee observes a religious holiday that is not designated as a paid holiday, that holiday may be substituted for one of the designated holidays upon advance arrangement with the Employee's supervisor.

- Since some paid holidays are regular or even exceptionally good business days, many employees will be required to work on the holiday. In these instances, eligible employees should, if possible, be given their paid day off within thirty (30) calendar days of the holiday.
- If the holiday falls on an eligible employee's regularly scheduled day off, a paid day off should, if possible, be scheduled within thirty (30) calendar days of the holiday.
- If occasional staffing problems make an extra day off impossible, eligible employees may be compensated by receiving pay for an extra day. This option will be dictated by business necessity and is not a matter of choice for the Employee.



- With the approval of the manager or supervisor, full-time employees may take a holiday in two halves.
- Holidays should be taken or paid within thirty (30) days of the listed holiday as noted above; however, with the approval of the manager or supervisor, an eligible employee may accumulate up to two (2) holidays.
- Paid time off for holidays does not count as hours worked for the purposes of determining overtime.
- Benefits such as vacation and sick time which are based on hours worked will continue to accrue during paid holidays.

## **ARTICLE X VACATIONS**

**Section 10.1. Vacations.** Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classifications are eligible to earn and use vacation time as described in this policy:

Regular full-time employees  
Regular part-time employees

- Regular full-time employees hired prior to July 1, 2015 accrue twelve (12) vacation days per year, plus a premium day for each year worked, up to a maximum of twenty-two (22) total days per year.
- Regular full-time employees hired after July 1, 2015, will, following a ninety (90)-day waiting period, accrue nine (9) vacation days in year one (1) and twelve (12) vacation days per year thereafter. Beginning in year six (6), full-time employees will begin to accrue one (1) additional premium day of vacation each year, up to a maximum of ten (10) additional days (i.e., a total of 22 days for years 15 and above).

Vacation time is computed on a pro rata basis for each hour worked. Each pay period, accrued vacation time is considered earned and available to use as of the pay date. Regular part-time employees accrue vacation time at the same hourly accrual rate as full-time employees.

The additional premium days for years of service are calculated based on the Employee's seniority date. The seniority date is the same as date of original hire except for employees with multiple periods of employment. In these instances, the seniority date is the beginning date of the first period of employment that lasts over six (6) months. Unless otherwise required under USERRA or state military leave provisions, if employment terminates after that time and the Employee is gone for more than six (6) months, seniority date is the beginning of the first subsequent period of employment that lasts more than six (6) months. That is to say, an employee gone for over six (6) months loses seniority credit for previous periods of employment.

Employees begin accruing vacation time after ninety (90) calendar days of employment and are eligible to use accrued time after the ninety (90)-day waiting period. No paid vacation time may be taken during the initial introductory period. Half Price Books encourages employees to take a vacation, pre-arranged with

the supervisor, at least once a year at any time that is mutually convenient. The length of any one vacation should not exceed twelve (12) workdays plus any extra days accrued for years of service. For example, a regular full-time employee hired prior to July 1, 2015 with three (3) years of continuous employment could take up to fifteen (15) workdays (or three weeks) of vacation at one time.

Except where specifically noted in other policies, time off must be prearranged with the supervisor in order to qualify as vacation. With the approval of the manager or supervisor, full-time employees may take a vacation day in half-day increments. In special circumstances, and with supervisory approval, vacation time may be taken in hourly increments. Benefits such as vacation and sick time, which are based on hours worked, will continue to accrue during vacation. Vacation benefits, however, do not accrue during caretaker, parental, or pregnancy disability leave; short-term disability leave; or unpaid leaves of absence. Paid time off for vacation does not count as hours worked for the purposes of determining overtime.

**Section 10.2. Vacation Scheduling.** Time off must be prearranged with either the store manager or assistant store manager to qualify as vacation. Eligible employees must provide requests for vacation time off via Workjam (or other Employer approved process in place at the time). Weekly schedules are to be posted two (2) weeks in advance. Based on that, employees should submit their vacation requests at least three (3) weeks in advance of the posted schedule that will contain the beginning of the requested vacation period to allow time for review and potential approval of the request. The Employer will notify the Employee of the status of their request within seven (7) days of the request. Vacation requests will be evaluated based on a number of factors including but not limited to: anticipated work load requirements, staffing considerations, and the order requests were received.

**Section 10.3. Vacation Buy Back.** Should the Employer offer another Vacation Buy Back Company-wide, it shall likewise be offered to employees of the bargaining unit.

## **ARTICLE XI SICK TIME**

**Section 11.1. Sick Time.** All employees, except Temporary employees, are eligible to earn and use sick time as described in this policy.

Sick time begins accruing immediately upon starting employment. It is calculated on a pro rata basis for each hour worked. Each pay period, accrued sick time is considered earned and available to use as of the pay date. Full-time employees accrue sick time at the rate of nine (9) days per year. Employees that work thirty-five (35) hours per week will accrue nine (9) seven (7)-hour days and those that work forty (40) hours per week will accrue nine (9) eight (8)-hour days. Part-time employees accrue sick time at the same hourly rate as full-time employees. Employees utilizing sick time must follow the notification process found in the Employee Handbook. The Employer will suspend discipline for employees in the Introductory Period that are off of work sick, for up to five (5) days, due to an infectious disease provided they have a Doctor's Note or other medical evidence to support the absence. (This language is contingent upon the Union's agreement to the Employer's Infectious Disease Protocols/Guidelines as previously provided).

Permissible Use: Employees may use sick time benefits for an absence due to:

- The Employee's own illness or injury;

- The illness or injury of an employee's spouse, domestic partner, child, parent, any other individual related by blood, or any other individual whose relationship with the Employee is the equivalent of a family member, unless otherwise required by law;
- The illness or injury of an employee's pet;
- An employee, or Employee's family member, being the victim of domestic violence, sexual assault, or stalking and needing to seek medical attention, seek relocation, obtain services from a victim services organization, or to participate in legal or court ordered action.

Time off from work by an employee for scheduled (and unscheduled) appointments with a health care provider count as sick time. Benefits such as vacation and sick time which are based on hours worked will continue to accrue during paid sick time. Sick time, however, does not accrue during parental, caretaker, or pregnancy disability leave; short-term disability leave; or unpaid leaves of absence. Paid sick time does not count as hours worked for the purposes of determining overtime. Unused sick time may not be applied to vacation or paid out, nor will it be paid upon termination, but it will be carried over from one year to the next to give the Employee additional security against illness or injury.

**ARTICLE XII  
HEALTH INSURANCE**

**Section 12.1. Health Insurance.**

a) The Employer shall provide group hospitalization, surgical, vision, and dental benefits to members of the bargaining unit. Such group hospitalization, surgical, vision, and dental benefits shall be identical to benefits provided to other hourly non-represented employees of the Employer. Employee contributions for such benefits will be identical as those paid by the hourly non-represented employees. Employer contributions will be identical as those paid on behalf of the hourly non-represented employees. The Employer will provide the Union on a yearly basis all documents pertaining to group hospitalization, surgical, vision, and dental benefits.

b) The Union agrees that the Employer may elect to change carriers, plans, modify benefit costs, including premiums, self-insure and/or change benefits, during the life of this Agreement so long as such changes affect other hourly non-represented employees and providing it first notify the Union of such changes.

**ARTICLE XIII  
RETIREMENT**

**Section 13.1. Retirement.** The Employer hereby agrees that the provisions of the plans covering retirement benefits, disability benefits, and death benefits, subject to all the limitations and qualifications therein contained, are hereby incorporated in and made a part of this Agreement. The Employer shall not, during the term of this Agreement, terminate the Plan. Employer contributions to the Plan shall be identical to contributions provided to non-represented hourly employees. The Employer, however, reserves the right to alter or modify the plans, so long as such changes or modifications impact all hourly, non-represented employees.



**ARTICLE XIV  
COMPANY LEAVES**

**Section 14.1. Company Leaves.** The Parties agree to incorporate by reference the Employer's existing leave policies as found in the Employee Handbook. The Employer will maintain those policies during the life of the Agreement but reserves the right to modify the leave policies only to the extent that such modification impacts all other hourly employees currently covered by the policy. These policies include: School Leave, Civic Leave (Voting, Jury Duty, Witness Duty), Leaves of Absence (Medical Leave, Short-Term Disability, Caretaker Leave, Parental Leave, Pregnancy Disability Leave, Military Leave).

**Section 14.2. Personal Leave.** The Employer may provide leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill personal obligations. After one (1) year's total service, Employees in the following employment classifications are eligible to request personal leave as described in this policy:

Regular Full-time employees  
Regular Part-time employees

Eligible employees should make written requests for personal leave to their supervisors as much in advance as possible, specifying the beginning and expected ending dates of leave time. Requests for personal leave will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence. Requests for personal leave shall not be unreasonably denied given the needs of the business.

Up to twenty-four (24) days of unused vacation time may be taken at the beginning of the personal leave to provide pay during the leave.

Personal leave, including any applied vacation time, is limited to one instance of up to eight (8) weeks per twenty-four (24)-month period. If this period of absence is insufficient, the Employee may resign and will be eligible for re-employment subject to position availability and at the discretion of the hiring manager. For employees eligible for group health insurance, that benefit may remain in effect at the applicable elected coverage level and rates through the period of approved personal leave.

Benefits such as vacation and sick time which are based on hours worked do not accrue during unpaid personal leaves of absence. When a personal leave ends, every reasonable effort will be made to return the Employee to the same position, if it is available, or to a similar available position for which the Employee is qualified. If an employee fails to report to work promptly at the end of personal leave, the Employer will assume that the Employee has resigned.

**Section 14.3. Bereavement Leave.** The Employer recognizes the need for time away from work in instances of personal loss.

Regular Full-Time and Regular Part-Time employees qualify for bereavement leave in the event of the death of a family member. Employees may use up to five (5) days (or part-time equivalency) of sick time or vacation time as bereavement time. For purposes of this policy, the Employer defines "family member" as the Employee's spouse, domestic partner, child, parent, any blood relative, any other individual whose relationship with the Employee is the equivalent of a family member, and pets.

With the approval of the Employee's supervisor, vacation time or unpaid leave may be available for any employee who needs additional time off to attend to matters relating to the death in the family.

To be eligible for the excused absence or paid time provisions of this section, employees should request bereavement time through their supervisors as soon as practicable. The Employer may require verification of the need for leave.

**Section 14.4. Benefit Accrual During Leaves.** The Employer offers many benefits that are based on hours worked. Holiday, vacation, sick time, and paid civic duty leaves will be counted as time worked for purposes of benefit accrual, while leaves of absence, paid or unpaid, and any other unpaid leaves will not be counted. No leave, paid or unpaid, will count as time worked for the purposes of determining overtime. The following chart provides a summary of the various leave policies outlined in this handbook and the manner in which each affects time-worked calculations.

<b>Counted as Time Worked</b>	<b>Excluded from Time Worked</b>
Paid Holidays Vacation Sick Time Jury Duty Leave Paid Witness Leave	Short-Term Disability Leave Unpaid Pregnancy Disability Leave Medical Leave Caretaker Leave Parental Leave Personal Leave Unpaid Witness Leave Military Leave (except in years-of-service calculations—see <b>Military Leave</b> for details)

For purposes of determining full-time benefits eligibility under the Patient Protection and Affordable Care Act (PPACA) guidelines, the leave policies outlined above in the “Excluded from Time Worked” column will be included as hours worked.

**ARTICLE XV  
GENERAL PROVISIONS**

**Section 15.1. Health and Safety.** The employees will abide by the Employer’s health and safety rules, and promptly inform their supervisor of any perceived health or safety risk. The Employer shall provide, in its sole discretion, health and safety equipment for the safe operation of the business. Requests for additional safety equipment will be made in writing and sent to and reviewed by the District Manager. The Employer may implement, in its sole discretion, safety incentive or bonus programs, which will be subject to change, modification, or revocation at any time.

The Employer will continue to provide anti-fatigue mats in appropriate non-customer areas including but not limited to register and buy areas. Worn out safety equipment will be replaced as necessary.

Employees with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor or with another member of management. Reports and concerns about workplace safety issues may be made anonymously if the Employee wishes. A confidential hotline is available and a posting that includes the number and website is located in the store. No safety reports will result in retaliation.

Employees who sustain work-related injuries or illnesses must inform their supervisor immediately, and work with their supervisor to promptly fill out a First Report of Injury form, should the Employee seek treatment. An employee who fails to notify their supervisor within twenty-four (24) hours of the injury or



diagnosis of a work-related, repetitive injury, may be subject to discipline for failure to promptly report the injury. If medical treatment is needed, the injured Employee should receive that treatment at once. Additionally, the medical provider should be notified that the injury or illness is covered by workers' compensation insurance.

Employees should not use their group health insurance for work-related injuries or illnesses – they are covered by workers' compensation insurance. When an employee sustains an on-the-job injury, the Employer may direct the employee to seek treatment and will provide information regarding treatment under the Worker's Compensation policy. Employees have the right to report any injury/illness and the Employer will not discriminate against or retaliate against an employee for making such a report.

**Section 15.2. Precedence of Agreement.** If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written Company policies, rules and regulations which may be in effect from time to time, the written terms of this Agreement shall be controlling. To the extent provisions of this agreement reference other policies whether in the Employee Handbook, or elsewhere, those policies shall control unless expressly contradicted by this agreement.

**Section 15.3. External Law.** If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the Employer by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

**Section 15.4. Termination Effect.** The Parties agree that the Employer's right to continue providing health care and retirement benefits on the same terms and conditions as for non-union employees, including the right to make modifications of those benefits for bargaining unit employees consistent with changes to non-union employee benefits, shall survive the expiration of this Agreement.

**Section 15.5. Transgender Employees.** If any employee is transgender, or intend to or is going through a transition in gender identity (with or without surgery or therapy) and makes a request, the Employer, upon request and discussion from the Employee will:

- Determine a way to notify co-workers of the worker's status or transition, if the Employee so desires the transition be known;
- Designate all single person restrooms as gender neutral;
- Encourage every employee in workplace to speak or refer to transgender workers by the names they choose and the pronouns they identify.

The Employer will change all non-legal and non-financial records so that all records use the names transgender employees choose and the pronouns they identify with to the extent allowed by law, unless the Employee requests the Employer refrain from doing so. The Employer will also update any photographs unless the Employee requests otherwise. Employees have a duty to inform the Employer of such preferences. The Employer will use the Employees' preferred name unless otherwise legally required.

Any names and pronouns visible to all employees will be the covered Employee's preferred names and pronouns. Employees have a duty to inform the Employer of such preferences.

The Employer has a commitment to use the preferred names and pronouns for all employees covered by this section, unless the Employee requests the Employer refrain from doing so. The Employer will make all reasonable efforts to use preferred names and pronouns in all public facing mediums, including on name tags.

**Section 15.6. Domestic Partner.** Wherever this Agreement refers to an employee's "family," "spouse," "husband," "wife," or "dependent," including all provisions concerning leave or health and welfare benefits, these words will include domestic partners.

**Section 15.7. Searches.** The Employer will not search an employee's person or property without reasonable suspicion. Supervisors may inspect the contents of Employee lockers. Employee lockers may be inspected due to:

- Suspicion that they contain Employer property.
- Suspicion that they contain illegal or prohibited items.
- Suspicion that they contain property belonging to another employee.
- Evidence that they contain food items that are spoiled or are attracting pests.

In the event that an employee abandons the job, the Employee's locker will be emptied after seventy-two (72) hours, and the contents will be held for up to thirty (30) days.

**Section 15.8. Use of Cameras.** The Employer maintains surveillance cameras to capture activities on the Employer premises and in work areas. The Parties recognize that the Employer uses surveillance cameras within the store primarily to protect Employer property and to ensure the security of the store. Store cameras will not be used for the sole purpose of surveilling employees. The Parties agree that images obtained from the cameras can be used as evidence when conducting investigations that may lead to discipline. Accordingly, the Employer agrees to make available to the Union any evidence obtained from any surveillance camera which the Employer uses to justify the imposition of discipline, upon request.

**Section 15.9. Union Bulletin Board.** The Employer shall provide a bulletin board in a mutually satisfactory place for official Union notices. Additional information provided by the Union will be available in the Employee Break Room (for example: handouts, pamphlets, a binder of Union information, etc.).

**Section 15.10. Separability.** Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event any clause or clauses shall be determined to be in violation of any law, then in such event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

**Section 15.11. Additional Benefits.** The Employer reserves the right to provide additional benefits and wages above those described in this Agreement, when, within its sole discretion it determines that additional benefits or wages are necessary to remain competitive in the marketplace and to attract and retain quality employees.



**Section 15.12. Personnel Files.** Employees will be given permission to view or take a physical copy of their own personnel files upon written request. They should contact their supervisor or the Human Resources Department. A Request to Inspect Personnel File form may be obtained from the supervisor or the HR Department. Employees may designate an agent, including another employee, to view their personnel files. If the Employee wishes an agent to inspect their file, the Employee must complete the signed authorization form designating the individual as their agent for purposes of inspecting the employee's personnel records. Upon request, Employees are entitled to view or receive copies of their own personnel files twice during any calendar year, and within seven (7) days of receipt of written request.

**Section 15.13. Safety, Conflict Resolution and De-Escalation Training.** The Employer will continue to provide employees with de-escalation training. In case of incidents requiring Employee intervention, Employees will rely on practices learned during de-escalation training.

**Section 15.14. Bargaining Committee Members.** Employees serving on the Bargaining Committee will be released from work to attend bargaining sessions and attendance at such sessions will be counted as hours worked solely for the purpose of continued benefit eligibility.

**Section 15.15. Corrective Discipline.** The Employer recognizes that there are certain types of Employee problems that are serious enough to justify immediate termination without going through any discipline steps and the Employer reserves the right to combine or skip steps in this process. Employees shall be disciplined for just cause. Corrective Discipline shall generally be as follows:

Verbal Warning – a supervisor verbally counsels an employee about an issue of concern and a written record of the discussion is placed in the Employee's file for future reference.

Written Warning – Written warnings are used for behavior or violations that a supervisor considers serious or in situations where a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee's personnel file.

Final Written Warning – Employees who have progressed from the Written Warning stage will be placed on a Final Written Warning with the understanding that the next level of discipline will be termination.

Employees will remain at the level of discipline attained for a period of nine (9) months from the date of the occurrence, after which the discipline shall be considered of no force or effect. If a meeting is scheduled with the Employee to investigate the need for their discipline, the Employer will notify the Employee(s) as to the nature of the investigation during the meeting. The Employee has the right to Union representation in investigatory meetings.

**Section 15.16. Employee Discount.** The Employer shall maintain the existing Employee discount during the term of this Agreement. The Employer may change the Employee discount, consistent with policy changes Company-wide. The discount program will not be eliminated during the life of the Agreement.

**Section 15.17. Job Postings.** Job postings for shift leader positions will be announced, kept open and posted for a minimum of fourteen (14) days. Postings will be placed in the store and on WorkJam. These positions will be posted district-wide in the district in which the position is available. The Employer reserves the right to post open positions Company-wide. The hiring supervisor should accept applications for at least two (2) weeks from the date the position was announced. The Employer will interview candidates and determine, based on skills, qualifications, work experience, and ability, the most qualified candidate. If two (2) or more candidates for a particular position are equally qualified, the Employer will select the most senior candidate.



**ARTICLE XVI  
DURATION OF AGREEMENT**

**Section 16.1. Duration of Agreement.**

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in full force and effect until 11:59 p.m. on January 1, 2028. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by certified mail not later than sixty (60) days nor more than ninety (90) days prior to January 1, 2028, or prior to any subsequent annual anniversary of said date that it desires to modify this Agreement, and of the specific changes desired, or to terminate the same. Notice shall be considered to have been given as of the date shown on the postmark. If either party gives notice that it seeks modification or termination, the other party is free to propose whatever changes it seeks at any time thereafter during reopener negotiations.

IN WITNESS WHEREOF, the parties hereunto have set their hands this 2<sup>nd</sup> day of July, 2024.

For the Employer:

Name U. Gates  
Title V.P. - Human Resources

For the Union:

Name C. Williams  
Title Organizing Director

Name M. King  
Title President

**Section 15.18. Severance.** Half Price Books' vacation policy does not require employees to "use it or lose it" at the end of a year or any other specified time period. However, as an incentive to take vacation, a maximum of twenty-four (24) days (168 hours) of accrued vacation time will be paid in the event of termination, subject to any applicable state or federal laws.

**Section 15.19. Personal Time.** Each calendar year, Employees may use up to twenty-eight (28) hours from their annual sick time allotment to cover up to four (4) non-medical incidents that require the Employee to miss work. If used as such, the time becomes "personal time." Unused personal time will roll over as sick time at the end of the year, not as additional personal time. Personal time is not to be abused. Barring extenuating circumstances, an employee whose absence is unpaid as a result of using more than four (4) instances of personal time may be subject to disciplinary action, if the absence is not otherwise protected by state or federal law. Documentation for personal time may be required.

**Section 15.20. Work out of classification.** Bookseller IIs may be required to perform duties consistent with their job descriptions, including shift leader duties as outlined therein. Bookseller Is shall not be asked to open or close the store, monitor staff, resolve conflicts, or assign work. Employees may perform specialty duties, outside the normal scope of work, by mutual agreement between the Employee and the Employer.

**Section 15.21. Performance Reviews.** The Employer will strive for performance reviews to be conducted annually.

Performance reviews provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, recognize and encourage strengths, and establish goals and make positive plans for their achievement.

The review should not be considered an adversarial process, but a tool designed to foster communication and cooperation. Performance reviews are more than just a time for formal documentation of an employee's past performance; they are a time to consider future plans and to investigate possibilities for job growth. Reviews provide a private setting to discuss ways that both the Employer and the employee may continue to make this Employer an even better place in which to work and shop. Performance reviews shall not be considered disciplinary.

**Appendix A - Wages**

<b>Position</b>	<b>Minimum Rate</b>	<b>Maximum Rate</b>
Limited Duty Bookseller	\$15.00	\$18.23
Bookseller	\$16.00	\$22.06
Shift Leader/MOD	\$19.03	\$24.26

**Memorandum of Understanding #1  
Vacation Buyback Program**

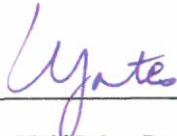
Between

Half Price Books, Records, Magazines and UFCW Local 1189

As a singular, one-time event based on economic hardship, the Employer will extend the following:

The Employee Vacation Buyback Program is open to all full-time and part-time employees who meet the following requirements: Certify that they have incurred significant increased expenses as a result of inflation, increased cost of goods, and spiking gas prices; have accrued unused vacation hours equal to or greater than the number of hours being requested for payout (up to a maximum of 105 hours) as of the date of submitting their application.\* Disciplinary history within the past 90 days will also be considered.

\*Note: That will include an analysis of vacation balances in April 2022 for purposes of determining vacation available for payout AND application of June 2022 pay rates for the total amount of the payout.



For Half Price Books



For UFCW Local 1189



**Memorandum of Understanding #2  
Good Faith Understanding**

Between

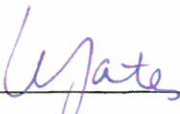
Half Price Books, Records, Magazines and UFCW Local 1189

The parties agree that over the past two years the parties have engaged in good faith bargaining and lawful protests, without retaliation. Both parties have engaged in hard bargaining to obtain their preferred positions in negotiations. The parties also recognize that the bargaining process has created fissures in the relationship on both sides that need to be repaired.

The parties agree, that it is in the best interests of both sides to mend the working relationship, damaged during negotiations. Therefore, for the success of the employees and the business as well as the success of the bargaining relationship, during the term of this contract the employees shall refrain from public commentary or demonstrations, on work time and in work areas, regarding the bargaining relationship and the terms of the Agreement. This does not preclude the bargaining unit members from wearing Union buttons, hats, shirts, or other articles of clothing in support of their bargaining representative, consistent with the Employer's dress code.

In recognition of this Agreement, the Employer recognizes and reaffirms that it holds no ill will towards its employees for picket line behavior or lawful protest activity during the negotiation of this contract and will not tolerate any retaliation from assistant store managers, store managers, or any other Half Price Books employee as a result of the negotiation process.

This letter will be executed upon ratification of the contract and to the extent employees violate this letter during the term of the CBA, the Union will instruct the employees of their obligation to abide by its terms and cooperate in any way necessary to effectuate its purpose. Understanding that during future bargaining cycles, disagreements may again arise between the parties that the Union believes may require public commentary, this letter shall expire upon expiration of the current collective bargaining agreement.



For Half Price Books



For UFCW Local 1189

