

Half Price Books Ongoing Tentative Agreements 9/16

Safety, Conflict Resolution and De-Escalation Training (U 12.2.1)

T/A 9/16/22

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.

Bulletin Board, Union Insignia, and Union Label (ER 15.13, U 12.5)

T/A 9/16/22

The Company 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.).

Bargaining Committee Members (U 12.6)

T/A 9/16/22

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.

Meetings (ER)/Multi-Store Committee (U 12.3)

T/A 9/15/22

Monthly Meetings

Managers will schedule monthly meetings. These meetings will last at least a 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 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.

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 booksellers 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 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.

Additional Meetings

UFCW LOCAL 663 CONTRACT LANGUAGE

The Employer through its Regional Manager, the Director of Human Resources and/or their designees will meet with a Union representative of UFCW Local 663 and one steward from Northtown and the St. Louis Park stores, quarterly. The stewards will be paid up to one hour for these meetings and they will take place at the Employer’s District Office. The meetings may be cancelled or postponed upon mutual agreement of the parties.

UFCW LOCAL 1189 CONTRACT LANGUAGE

The Employer through its Regional Manager, the Director of Human Resources and/or their designees will meet with a Union representative of UFCW Local 1189 and one steward from St. Paul and the Roseville stores, quarterly. The stewards will be paid up to one hour for these meetings and they will take place at the Employer’s District Office. The meetings may be cancelled or postponed upon mutual agreement of the parties.

Grievance Procedure (ER Art 6, U Art 10)

T/A 9/15/22

Section 6.1. 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 6.2. 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 6.3. 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 week days 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 6.6, 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 6.4. 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 6.1 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 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 6.5. 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 6.3 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 6.6. 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 6.7. 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 her 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 6.8. Union Control of Grievance Procedure. Except as provided in Section 6.2, 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.

No Strike/No Lockout (ER Art 3, U Art 21)

T/A 9/15/22

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 the 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.

Health and Safety (ER 15.1, U 12.8)

T/A 9/14/22

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 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.

Pay Procedures (ER 7.2, U 4.1)

T/A 8/1/22

Payment of wages shall be by check, or direct deposit, by choice of the employee, in accordance with the office procedure of the Employer.

Breaks (ER 7.8, U 5.5)

T/A 7/26/22

For both full-time and part-time employees, shifts of 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:

length of shift	break time
less than 3 hours	no break
3 to less than 5 hours	paid 10 minutes
5 to less than 6 hours	unpaid 40 minutes
6 to less than 8 hours	unpaid 50 minutes
8 hours or more	unpaid 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 your supervisor, with maintenance of adequate customer or employee service the primary consideration. Employees are released from all duty during your 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 Employer policy and is grounds for disciplinary action.

Basic Work Week and Timekeeping (ER 7.3, U 4.2)

T/A 7/26/22

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.

Employee Lists (ER 1.5, U 1.7)

T/A 7/26/22

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.

Temporary Employees (ER 9.10, U 2.3)

T/A 7/19/22

Section 9.10. 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 employees will be employed for no more than 90 consecutive days. The Company may extend any temporary employee for an additional 30 days. If a temporary employee is retained, their seniority will revert to their date of hire as a temporary employee.

New Classifications (ER 1.4, U 1.10)

T/A 4/20/22

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) calendar 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.

Voluntary Call-in (ER 7.5, U 5.3)

T/A 4/20/22

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.

Overtime Pay (ER 7.7, U 4.3)

T/A 4/20/22

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.

Nursing Parent Breaks (ER 7.10, U 5.6)

T/A 4/20/22

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 months following the birth of the child. After twelve 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.

Transgender Workers (ER 15.8, U 7.7)

T/A 4/20/22

If any employee is transgender, or intends 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.

Use of Cameras (ER 15.12, U 7.11)

T/A 4/20/22

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.

Pay Period and Pay Day (ER 7.2, U 4.1)

T/A 4/18/22

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 Friday. An Employer error of five (5) hours or more in an employee's paycheck shall be paid within three (3) business days (Monday thru Friday) after notification after payday. Errors of less than five (5) hours shall be included in the employee's next regular paycheck.

Split Shifts (ER 7.6, U 5.4)

T/A 4/18/22

No employee shall be required to work a split shift. Employees will be allowed to work a split shift by mutual agreement.

Domestic Partner (ER 15.9, U 7.9)

T/A 4/18/22

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.

Searches (ER 15.11, U 7.11)

TA 4/18/22

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 72 hours, and the contents will be held for up to thirty days.