

**2022**

**Labor Agreement**

**Communications Workers of America**



**And**

**Bookshop Santa Cruz**



**Effective date: July 7, 2022**

**Expiration date: July 7, 2025**

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# BOOKSHOP SANTA CRUZ

July 7, 2022, through July 7, 2025

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**BOOKSHOP SANTA CRUZ**  
**AND**  
**COMMUNICATIONS WORKERS OF AMERICA**  
**AGREEMENT**

July 7, 2022, through July 7, 2025

This agreement is entered into by and between Bookshop Santa Cruz, hereinafter referred to as the “Employer” and Communications Workers of America, hereinafter referred to as the “Union”.

**ARTICLE 1. RECOGNITION**

- 1.1 Recognize the Union as the sole collective bargaining agent for all full-time and regular part-time Booksellers, Children’s Booksellers, Digital Media Coordinators, Marketing Coordinators, Accounting Coordinators, Cash Counters, Event Assistants, Backlist Buyers, Assistant Buyers, Publishing Coordinators, Schools Outreach Coordinators, Assistant Sideline Buyers, Remainder Buyers, Magazine Specialists, Heads of Receiving, Receivers, Calendar Specialists, Web Order Team employees, Heads of Used Books, Used Book Buyers, Floor Supervisors, and Backup Supervisors, employed by Bay Company, Inc.. d/b/a Bookshop Santa Cruz; excluding Marketing Managers, Business Managers, Events Managers, Operations Managers, Floor Managers, General Managers, Heads of Adult Buying, Heads of Children’s Buying, Heads of Sidelines Buyers, HR/Payroll Clerks/HR/Payroll Coordinators, seasonal employees, temporary employees, on call employees, children and grandchildren of the owners and children of the managers and bargaining unit employees, confidential employees, guards and statutory supervisors as defined under the National Labor Relations Act.
- 1.2 The Employer and the Union understand that the term “children and grandchildren of the owners” is not restricted to children or grandchildren of the owners under 24 years of age, nor must they be students. However, the children of Managers and bargaining unit employees is limited to students under 22 years of age. The children and grandchildren of the owners and the children of Managers and bargaining unit employees will not be part of the bargaining unit. The Employer and the Union further understand that employment of the children and grandchildren of the owners, and the children of managers and bargaining unit employees will not result in the layoff of a bargaining unit employee.
- 1.3 Children of Managers and bargaining unit employees are not guaranteed a temporary/seasonal or on call job but may be hired at the Employer’s discretion based on the Employer’s determination of its needs and the children of Managers and bargaining unit employees’

qualifications. These children will be serving part-time as Booksellers or other entry level functions based on the Employer's determination of its needs and the children's qualifications.

- 1.4 The Employer shall provide a full, printed copy of this Agreement to each newly hired bargaining unit employee within two weeks of their first day of work.

## **ARTICLE 2. MEMBERSHIP**

- 2.1.1 As a condition of continued employment, all employees hired after the effective or execution date of this Agreement, whichever is later, shall become either Union members or agency fee payers within thirty-one (31) days of becoming employed and shall remain members thereof. Dues authorization cards are to be turned into the Union within 60 days of employment. Upon failure to do so, the Union may request immediate dismissal.
- 2.1.2 Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the effective date of this Contract, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Contract shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day after such entrance, whichever of these dates is later, until the termination of this Contract.
- 2.2 The Employer agrees to include a letter from the Union in new hire orientation along with a dues deduction authorization card to all new employees within thirty (30) calendar days of notification of their employment and of their obligation to pay union dues to the Union.
- 2.3 The Employer agrees to notify the Union within seven (7) calendar days of the start date of any new hires into the bargaining unit or promotions either into or out of the bargaining unit, or the last day of employment for any terminations and resignations of bargaining unit employees.
- 2.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, grievances, demands, awards, attachments, judgments, suits, or other forms of liability, including arbitrator fees, court costs, or attorney's fees, brought or issued against Employer because of any action taken or not taken by Employer under this provision.
- 2.5 The Employer may hire employees from any source in filling positions within the bargaining unit. The Employer agrees that it will post a notice within the store of available openings within the bargaining unit for five (5) calendar days prior to interviewing an individual for the position. The Employer will have discretion to hire the applicant of its choosing; however, if the Employer believes two candidates are equal it will give preferential consideration to applicants from within the bargaining unit.

- 2.6 The Employer agrees to provide a seniority report to the Union on their request as needed with name, address, job classification, start date and hourly rate of pay of each bargaining unit employee employed as of that date.
- 2.7 The Union may request an updated employee list each quarter or as needed.

### **ARTICLE 3. PROBATIONARY EMPLOYEES AND RETREAT RIGHTS**

- 3.1 New employees are regarded as probationary employees for the first 60 days of employment ("Probationary Period"). Employer may extend the Probationary Period another 30 calendar days at the Employer's discretion. During this period, Employer will have the opportunity to evaluate the employee's performance, department, and general suitability for employment with Employer. During the Probationary Period, Employer has discretion to discipline, lay off or discharge probationary employees at will, and Union and probationary employees will have no recourse to challenge the discipline, layoff or discharges under the grievance and arbitration procedure in this Agreement. Probationary employees who complete the Probationary Period to the satisfaction of Employer shall be credited for continuous service dating back to their last date of hire.
- 3.2 Any current employee who transfers from one position to another position (including promotions) within Employer shall be required to serve an additional probationary period of 60 consecutive days from the date the transferred or promoted employee begins work in the new position. Near the end of the 60-day probationary period for the transferred or promoted employees, there will be a check-in relating to the new position. This review will be given by the transferred employee's department manager. Employer may extend the Probationary Period another 30 calendar days at the Employer's discretion and a second check-in will be provided by the department manager. Nothing in this paragraph shall be construed to limit, in any way, Employer's right to terminate an employee for just-cause who is on a probationary period associated with a transfer or promotion.
- 3.3 Employer does not intend to discourage current employees from assuming new positions with the Employer. To that end, if Employer or the employee determines during this probationary period for the transferred or promoted employee that the employee is not suitable for the new position, Employer will return that employee to his/her prior position or a comparable one for which they are qualified. This position may not necessarily have the exact schedule, department, or responsibilities as the original position. Near the end of the sixty-day probationary period for newly transferred or promoted employees, there will be a check-in relating to the new position. This review will be given by the transferred employee's department manager. If the probationary period is extended another 30 days, a second check-in will be conducted by the department manager. Employees who exercise retreat rights shall not be subject to discipline or retaliation for this decision.

## **ARTICLE 4. NO HARRASSMENT AND NON-DISCRIMINATION**

- 4.1 The Employer and Union agree that there shall be no discrimination against any employee on the basis of race, color, creed, national origin, ancestry, sex, sexual orientation, gender, gender identity, marital status, physical or mental disability, medical condition, age, religion, other protected classification, or participation or non-participation in Union activity. The Employer and the Union further agree that there shall be no discrimination by either the Employer or the Union in violation of any federal or California law, provided that this shall not preclude either party from challenging the interpretation of any such law or regulation placed upon it by the agency administering the law. Supervisors and Department Heads must, and Employees may report harassment or discrimination to their Manager unless the manager is the offending party, in which case the employee should report the harassment or discrimination to the General Manager. If the General Manager is the person alleged to have harassed or discriminated against the employee, the employee should contact the Owner.
- 4.2 The Employer and the Union agree that there shall be no restraint, coercion, or interference by either party against any employee who seeks to exercise his/her/their legal rights in a lawful manner.
- 4.3.1 The Employer will provide sexual harassment training mandated by state law and consistent with the law's requirements. The Employer shall have sole discretion in determining the provider of harassment and discrimination training consistent with the law's requirements.
- 4.3.2 The Employer will also provide an annual paid Diversity, Anti-bias, and Anti-Black Racism training for all employees. The training should be held by a qualified person of color; the Union may make suggestions for the training facilitator, but it is the Employer's decision as to who the training facilitator shall be. The Employer will provide such training at the time and place of the Employer's choice for the length of time designated by the Employer.
- 4.4 The Employer will provide a workplace free from threats of violence and harassment as defined by and required by state law.
- 4.5 This Article is not subject to arbitration. Employees may use all other processes available under the law for harassment and discrimination.

## **ARTICLE 5. UNION STEWARDS**

- 5.1 The Employer agrees to permit the Union to select up to three stewards whose duties shall include, but are not limited to, the following: receiving complaints, meeting with Employer representative(s) to attempt to resolve disputes and representing other bargaining unit

employees in investigatory interviews which could reasonably result in disciplinary action against the employee. After 30 bargaining unit employees, the Union may select an additional steward per every 15 bargaining unit employees. The Union agrees to provide training to both stewards prior to their assignment. The Union will provide the Employer with written notice concerning the identity of the shop stewards prior to the date upon which the selected employees begin performing duties as stewards. The Union agrees that the shop stewards' training and duties shall be so conducted as not to interfere with the conduct of the Employer's business or interfere with the performance of their own work. The training and duties of shop stewards will occur on the Shop Steward's own personal time. The Employer shall not pay for the shop stewards training time or the performance of their duties on behalf of the Union. The Union reserves the right to revoke a member's designation as Shop Steward. The Union will promptly notify the Bookshop upon the revocation of an employee's designation as Shop Steward. Management will introduce all new employees to the designated store shop stewards.

- 5.2 The steward will not be permitted to meet with bargaining unit employees during their working time of either the steward or the employee. The steward is permitted to meet with employees on the Employer's premises in the performance of their duties as a steward, provide that doing so does not interfere with customers or the Employer's operations. The Bookshop shall arrange for the steward to meet with employees in the Employer's breakroom. Prior to meeting with an employee, the steward must notify their direct supervisor and secure permission to meet with the employee. The steward will also promptly notify their supervisor upon their return to work. One steward will be paid to attend any Weingarten meeting, or any Employer requested meeting.
- 5.3 Stewards shall perform all Union business on their own time. Stewards will not be paid by the Employer for performing Union business.
- 5.4 It is agreed that an employee, upon their request, is entitled to have a steward and/or a union representative present during the disciplinary meetings or investigatory interviews where the employee reasonably believes that such investigation will result in disciplinary action. When a steward has been requested by management to represent a member, they will be compensated for their time spent representing their member in the disciplinary meeting or investigatory interview. On those occasions when an employee requests the steward's presence for a disciplinary meeting or investigatory interview, the steward will be released to attend the meeting and such time will be unpaid.
- 5.5 All members of the Union's bargaining team employed by the Employer who are on the clock shall be given release time to attend the full duration of bargaining sessions that take place during regular store hours, including thirty (30) minutes before and after each session for preparation and discussion and any travel time which may be necessary due to the site of negotiations. Attendance at these meetings are unpaid and are on the Union bargaining team's own time.
- 5.6 The Employer shall schedule a total of thirty (30) minutes during a newly hired employee's training period for the purposes of Union orientation to be held by Union representatives. The



Employer will provide a space for orientation to be conducted. This time shall be on the steward's own time and be unpaid. The Union will be permitted to have a maximum of two bargaining unit members participating in the conduct of the training.

- 5.7 Shop stewards shall each be allowed up to three (3) days of unpaid time off each calendar year for union business, conferences, seminars, conventions, and training, subject to giving reasonable advance notice of at least two weeks. Such training will not occur between November 1 and through the first full week of January in the following calendar year. The Employer recognizes this time off as separate from other allowances for time off, paid or unpaid, as defined in this Agreement. Stewards must request leave under this subsection consistent with ARTICLE 9 Work Schedules, of this Agreement.

## **ARTICLE 6. COMMITTEES**

- 6.1.1 **Health and Safety:** The Health and Safety committee of two (2) or less unit members (selected by the Union) and up to two (2) managers (selected by the Employer) will be convened. The committee shall meet quarterly upon request of union or management committee members, except in situations initiated by the Employer. If a grievance is related to health and safety issues, a member of the committee shall be allowed to be present and testify. The committee member's attendance and testimony will be on the employee's own time.
- 6.1.2 The Health and Safety committee shall perform a yearly preventative inspection of the store for any potential hazards and violations. The committee members' time shall be compensated by the store and occur during a normal shift. The inspection shall last no more than two (2) hours. All decisions with respect to safety and health remain the Employer's to make.
- 6.1.3 Any unit member can contact the Health and Safety committee to discuss a situation related to health and safety. In the event that an employee feels that something might endanger physical safety, the employee must immediately report the circumstance to their Manager or to a Steward who must report the incident immediately to a Manager. These reports, and the matters addressed by the Health and Safety committee, shall not be grieved unless otherwise subject to the grievance procedure. Employees shall never be retaliated against or discouraged from seeking such help.
- 6.1.4 Nothing in this provision shall be interpreted to impose a duty to bargain over the Employer's ultimate implementation of the policies and initiatives proposed by the Health and Safety Committee.
- 6.2.1 **Equity and Inclusion:** The Equity and Inclusion committee of 4 or less unit members will be formed by the Union. The committee shall meet on the employees' own time, except in situations initiated by the Employer.

- 6.2.2 The Equity and Inclusion shall issue recommendations on how to improve and maintain the Store's commitment to diversity, equity, and inclusion. This includes, but is not limited to, assessing books and sidelines materials for potentially harmful content and recommendations for displays, events, and social media content. The Employer pledges to seriously consider such recommendations and shall issue an official, written response within a month of receipt of any official, written recommendation. The Employer is encouraged to regularly consult the committee.
- 6.2.3 Any unit member can contact the Equity and Inclusion committee to discuss a situation related to diversity, equity, and inclusion. These reports and the matters addressed by the Diversity and Inclusion committee shall not be grieved unless otherwise subject to the grievance procedure. Employees shall never be retaliated against or discouraged from seeking such help.
- 6.2.4 Employees may use the Problematic Book process, directed by the Head Book Buyer, for questions around any material that they believe are actively against the principles of equity or inclusion. All decisions with respect to problematic books remain the Employer's to make. It is the Employee's responsibility to contact the Head Adult or Head Children's Buyer or the Equity and Inclusion committee about such titles.
- 6.2.5 Nothing in this provision shall be interpreted to impose a duty to bargain over the Employer's ultimate implementation of the policies and initiatives proposed by the Equity and Inclusion Committee.

## **ARTICLE 7. REPRESENTATIVE ACCESS**

- 7.1 Duly authorized representatives of the Union not on the payroll of Employer shall be permitted with advance notice to either the Owner or General Manager to visit the store at reasonable times during working hours for the purpose of observing conditions under which members of the Union are working and see that this Agreement is being observed, provided that such visits shall not interfere with customer service nor interrupt any employee's work. All meetings and discussions with employees shall take place in non-working areas of the store during non-working time for the participating employees so as not to interfere with the employee's work. An exception to the above prohibition on Union representatives meeting with employees during the employee's working time occurs when the Union representative is participating in a Weingarten meeting, during a new employee's orientation meeting or during collective bargaining.
- 7.2 Union representatives shall also be granted access to non-public work areas with advance notice to either the Owner or General Manager for the purposes of inspecting work conditions or participating in Union meetings with employees in spaces provided by the Employer during working hours and at reasonable times.

## **ARTICLE 8. UNION PRESENCE**

- 8.1 Employees shall not be prohibited or hindered from discussing Union matters during their non-working time when they are off the Bookshop floor and customer areas; however, such conversations should not interfere with operations. Employees shall not discuss Union matters on their working time or on the Bookshop floor or customer areas.
- 8.2 The Employer agrees to display a Union sticker in their window where other stickers are placed. The size of such sticker will not exceed 4" by 4". Union will provide the sticker and the Bookshop will choose the location of and place the sticker on the window.
- 8.3 The Employer agrees to briefly reference the Union in the job description and job postings for positions in the bargaining unit.
- 8.4 Employees shall be permitted to wear items, such as (but not limited to) shirts, bandanas, pins, and hats with the Union insignia on it while on the clock. However, such clothing must not contain any logos or graphics which reflect any form of violent, discriminatory, abusive, offensive, or demeaning message.
- 8.5 The Employer will not interfere with or attempt to retaliate against employees who run or engage with the Bookshop Union social media accounts (bscworkers on Instagram and Twitter). However, this provision does not preclude the Employer from taking lawful action against the Union or an employee for making any maliciously false or defamatory statements on Bookshop Union's social media accounts.
- 8.6.1 Union bulletin board - Upon written request from the Union, the Employer agrees to the installation of one bulletin board in the employee breakroom for the exclusive use of the Union. The installation of the bulletin board will be at the Union's expense. Bargaining unit employees cannot install the bulletin board during their work time. The bulletin board and its designation shall be provided by the Union and shall be in accordance with the Companies' specifications. The size of the bulletin boards shall be approximately 18" x 36" or 12" x 24" in dimensions. Notices may not be posted which are inflammatory, hostile or offensive to the Employer. The bulletin board shall be designated specifically as follows:
- 8.6.2 UNION BULLETIN BOARD
- Local 9423, Communications Workers of America
- Letters in such designation shall not be over 1-1/2" high. The overall size of the designation shall not extend beyond the bulletin board itself, or be more than 24" long by 2" high, and shall be in a horizontal position within 3" of the top of the bulletin board.

## **ARTICLE 9. WORK SCHEDULES**

- 9.1 The straight time work week for full-time employees shall consist of thirty-two to forty (32-40) hours to be worked within four (4) or five (5) days between Sunday and Saturday, both inclusive, and a straight time work day shall consist of eight (8) hours. Employees regularly assigned to work a schedule of fewer than thirty-two (32) hours per week will be designated part-time employees.
- 9.2 The Employer shall post a “monthly work schedule” by the 15th day of the prior month the following calendar month (“the scheduled month”) for all employees within each classification (with the exception of substitute booksellers). The “monthly work schedule” shall identify each employee by name, starting and finishing time for each employee’s shift. The “monthly work schedule” shall not be changed except by mutual agreement. This prohibition on changing a “monthly work schedule” does not prohibit the Employer from covering work shifts when an employee calls in sick or is otherwise unavailable to work their scheduled shift.
- 9.3 Substitute Booksellers “monthly work schedules” are not set once posted and may change throughout the month as they cover the shifts of other employees that call off, fails to report, or because an employee resigns before rehiring occurs, or in instances where the Employer in its discretion requires additional coverage.
- 9.4 The Employer shall have the right to determine the work schedules of all bargaining unit employees. Scheduling shall be conducted in accordance with the operational requirement of the Employer, within the following guidelines:
- 9.4.1 The Employer has complete discretion to determine the staffing levels and the composition of staff needed for all shifts. For instance, the Employer requires there be a Supervisor and Backup Supervisor on all shifts and that each shift have employees with the skills and experience the Employer in its discretion deems necessary.
- 9.4.2 Scheduling of shifts shall be done by order of seniority in order of preference subject to 4 and 4.1 above.
- 9.4.3 The employee shall be contacted, and the availability form collected prior to schedule changes every six (6) months. A full-time employee’s unavailability in relation to open shifts may affect the full-time employee’s continued eligibility for benefits. Days and times marked by the employee as “unavailable to work” shall be respected by the Employer with certain caveats:
- 9.4.3.1 Employees cannot be unavailable on both Saturdays and Sundays, or all evenings.
- 9.4.4.2 Unavailability may result in incumbent employee being scheduled fewer hours than their previous schedule and the incumbent employee will not be guaranteed to receive more hours when their availability changes consistent with state and federal law.
- 9.4.4.3 An Employee may change their availability by giving the Employer six (6) weeks advanced notice of a needed change during any calendar year. The Employer may not be able to make an

employee's requested schedule change associated with the employee's change in availability if the requested schedule change would affect a monthly schedule that has already been posted.

- 9.4.4.4 All full-time employees shall be normally entitled to two consecutive days in a row off per week unless requested by the employee to meet the employee's scheduling needs.
- 9.5 Despite a monthly schedule, the Employer has the authority to assign any unit employee, particularly off floor employees, to work a floor shift resulting from an employee calling out, failing to report or resignation before rehiring occurs. The Employer will assign the shift to employees such that the Employer will not incur overtime cost nor will the assignment result in a change in pay or benefits for the employee filling in for the employee missing the shift.
- 9.6 The daily schedule of work hours shall be four (4) to eight (8) hours per day. Employees will not be scheduled to work for less than four (4) hours, with the exception of all-staff meetings and trainings. All-staff meetings and trainings sessions are either one (1) or two (2) hours in length. All-staff meetings and trainings will be included in the monthly schedule for all employees. The Employer may on occasion schedule a meeting after the monthly schedule is set. In those instances, the Employer will provide the Union prior notice of its intent to schedule the meeting and will thereafter provide employees advanced notice of the meeting.
- 9.7 The Employer may schedule all staff meetings to take place after store hours. The Employer may send employees home early working the same date as the all staff meeting in order to reduce overtime costs. Except in unusual circumstances, staff meetings generally occur 1-2 times/year.
- 9.8 Employees who report to work upon the direction of the Employer shall receive at least four (4) hours of work; at the employee's discretion they can request to work only two (2) hours. This may be done by mutual consent.
- 9.9 Employees must make requests for PTO (vacation) at least six (6) weeks in advance for three (3) or more days and two (2) weeks in advance for one (1) to two (2) days. Such requests will be made on a first come first serve basis and tie breakers will be decided by seniority. Such requests for PTO (vacation) may be denied for operational reasons; however, such requests will not be unreasonably denied. In general, the Employer does not approve PTO from the Friday before Thanksgiving through January 4th to cover greater staffing needs during the holiday season. If an employee needs time off outside of these parameters, they can trade shifts according to ARTICLE 14.
- 9.10 The Floor Manager, General Manager, Owner or Supervisors must authorize all overtime work. An employee's failure to secure authorization prior to working overtime is grounds for discipline.
- 9.11 Excessive calling out, tardiness and unexcused absences may result in discipline, up to and including termination of employment. Employees with excessive unexcused absences who call out in excess of 15% of their shifts each month (excluding approved PTO (vacation and paid sick

leave), may result in discipline, and/or loss of regularly scheduled shifts and/or loss of responsibilities. Each unexcused absence or tardiness will be evaluated on a case-by-case basis.

9.12 Any employee who fails to report for work without notification to management, either directly or through the call out form, for 3 consecutive scheduled workdays, will be considered to have abandoned their employment and to have voluntarily resigned. For purposes of this provision, management is the Owner, the General Manager, or the Floor Manager.

9.13 The Employer in its discretion may decide to use a time clock for tracking employee hours. The Employer shall provide the Union advanced notice of its decision to use a time clock and will negotiate with the Union over any negotiable effects of that decision before using the time clock.

9.14 As a convenience for employees, employees shall be permitted to voluntarily trade shifts with other employees under the following conditions:

9.14.1 Each employee involved in the shift trade must be willing to make the trade and the Floor Manager or General Manager must approve the exchange.

9.14.2 A request to trade may be denied if it would impair operations of the Employer or increase the Employer's cost. The denial of such trade is not grievable.

9.14.3 To avoid administrative and potentially overtime problems, the trade must be made within the same work week by both parties to the shift trade.

9.14.4 The shift trade must be between employees in the same job classification and with the necessary experience to fill in for the other party.

9.14.5 When practical, requests for a trade should be made in writing at least five (5) calendar days prior to the first day of exchange. The request must also inform the Floor Manager or General Manager of the specific assignment of the work to be performed.

9.14.6 Employees who fail to report to a shift trade they agreed to work will be credited with an unexcused absence and may be subject to discipline.

## **ARTICLE 10. OVERTIME**

10.1.1 The Employer may ask employees to work overtime whenever the Employer in its discretion determines overtime is necessary. The assignment of employees for overtime work shall be done in a fair and equitable manner. The following shall be paid for at the rate of one and one-half (1 1/2) times the base hourly rate of pay:

10.1.2 Work in excess of eight (8) hours per day.

- 10.1.3 Work in excess of forty (40) hours per work week. The work week as defined at the Employer runs from 12:00 midnight on Sunday through 11:59 PM on the following Saturday.
- 10.1.4 Any overtime must be authorized by a Manager or a Supervisor before the commencement of overtime work. Hours worked shall not include any paid but unworked time (for example, paid time off, etc.).

### **ARTICLE 11. MEAL AND REST PERIODS**

- 11.1 Rest periods shall be fifteen (15) minutes. Rest periods shall be paid. The timing of and frequency of rest periods shall be consistent with California law.
- 11.2 Meal periods shall be thirty (30) minutes and shall be provided consistent with California law. Meal periods shall not be paid.

### **ARTICLE 12. PAID TIME OFF**

- 12.1 To be eligible for PTO, an employee must have been employed at Employer for 90 consecutive days from the date of hire and be regularly scheduled to work at Employer for at least 24 hours per week. An employee will begin to accrue PTO per hour worked starting the first full pay period after meeting the eligibility requirements.
- 12.2.1 The accrual rates for eligible PTO employees are:
  - 12.2.2 0– 5 years: 0.040000/hour worked
  - 12.2.3 5– 10 years: 0.061224/hour worked
  - 12.2.3 10 or more years 0.094737 /hour worked
- 12.3 PTO will be capped at 300 hours. PTO will roll over year to year.
- 12.4 Upon separation of employment, all accrued and unused PTO shall be paid out at the Employee's current rate of pay. PTO may not be cashed out at any other time.
- 12.5 Should all available PTO be exhausted, employees shall be allowed to take unpaid sick time, until they are able to resume their duties. Employer may request a doctor's certification for the need for additional leave.
- 12.6 PAID SICK LEAVE (PSL): All employees that are not PTO eligible are eligible for PSL if they work at Bookshop Santa Cruz for 30 or more days in a year.

12.7 Eligible Employees earn one hour of paid sick leave for every 30 hours worked. There is an accrual cap of 48 hours of paid sick leave. Employees cannot start using accrued paid sick leave until the 90th day of employment.

12.8 **Birthday Day:** All full time, non-probationary employees shall be given a paid day off within one week of their birthday. This shall not come out of the employee's PTO. The date will be chosen by mutual agreement within that timeframe.

### **ARTICLE 13. PREMIUM HOLIDAY PAY**

13.1 Holiday pay will be paid at 8 hours of straight time. If an employee is asked to work on a designated holiday, they will earn premium pay at the rate of 1.5 times the base wages. The Employer recognizes the following holidays: Memorial Day, Thanksgiving Day, Christmas Day, and New Year's Day. Employees who celebrate other ethnic or religious holidays may request PTO or unpaid leave to take related days off in observation of the holiday.

13.2 To be eligible for holiday pay, an employee must meet the eligibility requirements for PTO. However, if an employee is not eligible for PTO, but is regularly scheduled to work on a day BSC is closed for a holiday, he/she/they will also receive holiday pay.

### **ARTICLE 14. VISION, DENTAL AND LIFE INSURANCE**

14.1 The Employer will provide an option to enroll in a vision, dental, and life insurance plans for eligible bargaining unit employees. To qualify for dental and vision benefits, employees must have been employed at the Employer for 60 consecutive days and be regularly scheduled for 24 hours/week. Coverage begins the first day of the month after meeting the eligibility requirements and completing the enrollment process.

14.2 The Employer will cover:

50% of all eligible members' dental premiums

100% of all eligible members' life insurance premiums

A voluntary vision insurance plan will be offered and paid 100% by eligible employees

The Employee will be responsible for the full premium costs for their dependents.

14.3 The Employer may choose the appropriate vision, dental, and life insurance plans.

14.4 No coverage shall be made available to employees in the event of a strike or lockout, except as provided by C.O.B.R.A.



- 14.5 The Employer will allow for 1.5 paid hours per year, per employee with an expert in the CA Healthcare Exchange to have a consultation about how to access the exchange and find the right health care plan for them. This will happen at a time designated by the Employer and will not result in overtime.

## **ARTICLE 15. LEAVES OF ABSENCE**

- 15.1 The Employer may, in its discretion, grant unpaid leave of absence to an employee if the employee's reason for requesting the leave is warranted. During the leave, the employee agrees to pay the Employer's share of any benefit contribution attributed to the employee for the period of the leave, excluding leave under California Family Rights Act leave (CFRA). An employee on unpaid leave does not accrue PTO/PSL while on leave, and the employee must use accrued PTO during any leave. The Employer will not unreasonably deny requests for leaves of absence. With the exception of CFRA leave, leaves absence will not be granted from November 20th – January 4th due to holiday staffing needs.
- 15.2 Employees, upon return from leaves of absence of less than 3 months, shall suffer no loss of standing.
- 15.3 **Bereavement:** All bargaining unit employees are entitled to bereavement leave. In the event of a death or deaths in an employee's immediate family, an employee shall be allowed five (5) working days leave of absence without loss of pay. Immediate family means spouse, child, stepchild, parent, parent-in-law, step-parent, sibling, step-sibling, grandparent or domestic partner. Whenever possible, bereavement leave should be approved by the employee's department manager in advance of the leave. Proof of death may be requested by Employer
- 15.4 **Maternity/Paternity Leave:** Paid leave of up to five (5) consecutive paid days will be granted to eligible employees upon the birth or adoption of a child or placement of a foster child with the employee. This leave is approved for mothers, fathers or domestic partners. Additionally, a private office will be made available for breastfeeding/pumping. The use of California State programs, such as Paid Family Leave, will not result in loss of pay or seniority to the Employee upon return to work.
- 15.5.1 **Union Leave:** Union leave is unpaid.
- 15.5.2 Up to a maximum of two (2) employees at any one time who become a representative of CWA 9423 will be allowed a leave of absence to perform Union functions on a full-time basis, provided that the employee gives one month's advance notice.
- 15.5.3 An employee who becomes a representative of CWA 9423 on a full-time basis will notify the Employer eight (8) weeks prior to their desired return date. If such individual(s) are returned to their former position, they will be returned at their departure wage plus any annual wage

adjustments. If there is no such opening, they will be returned to a qualified position selected by the Employer at the corresponding wage. If an employee has been placed in an appropriate position under this paragraph, the Employer shall provide any training that it believes is necessary for up to sixty (60) calendar days.

- 15.5.4 Notwithstanding any other terms of this Agreement, an employee who becomes a representative of CWA 9423 on a full-time basis: (1) will be given the same seniority date they had when the leave commenced; (2) will be eligible to receive benefits on the first day of the month following their return to work, if they satisfy all the applicable requirements.

## **ARTICLE 16. LAYOFF AND RECALL**

- 16.1 If a layoff is expected, management will attempt to communicate information about an impending layoff as soon as possible considering the company's interests and compliance with any applicable state and federal notice requirements. The decision to layoff is a management right and is not grievable. The Employer may implement the layoffs as planned in accordance with the procedure outlined in this ARTICLE.

16.2 **Layoff Order:**

- 16.2.1 The Employer may seek volunteers for layoffs prior to implementing any layoffs.

- 16.2.2 After all such voluntary layoffs, if involuntary layoffs are still needed as determined by the Employer, any further layoffs shall be done based on Employer-wide seniority (with the least senior employee being laid off first) provided that modifications to seniority-based layoffs will be permitted when, in the judgement of the Employer, the Employer needs to maintain employees with specific skills.

- 16.2.3 The Employers shall not depart from the seniority order within the subset of employees who are proficient in the relevant skill in the Employer's estimation.

- 16.2.4 An employee's length of service is measured from the original date of employment with Bookshop Santa Cruz if there has not been a break in service greater than 30 days. Employees with breaks in service greater than 30 days, but less than one year, are credited only for their time actually worked; that is, the break in service time does not get credited in an employee's length of service unless required by law. Employees with a break in service greater than one year will receive credit for service from their most recent date of hire with the company.

- 16.2.5 Employees selected for layoff will be given 14 days' notice with exception of a bona fide emergency which requires less notice.

- 16.3.1 **Recall:** Employees who are laid off will be maintained on a recall list for six (6) months. While on the recall list, employees should inform the human resource (HR) department if they become

unavailable for recall. Employees who do not keep a current home address and phone number on record with the HR department or respond to communication to confirm their desire to be recalled within (5) five days will lose their recall and employment rights. Employees maintain recall for their job classification at the time of layoff, unless the classification no longer exists in which case, they are eligible for the same or lower paid classification for which they are qualified.

16.3.2 Before new employees are hired, laid off employees who are eligible for recall and who possess the relevant skill set and availability for the required shift(s) will be recalled according to seniority with the most senior employee with the relevant skill set being offered recall first. Thus, laid off employees with the most relevant skill set based on the Employer's determination will be offered recall for the specific shifts the Employer determines needs filling in the order of their seniority.

## **ARTICLE 17. DISCIPLINE AND DISCHARGE**

17.1 Just Cause. No employee shall be disciplined or discharged except for just cause.

17.2 Unless the offense is a gross misconduct such as theft, falsifying records, harassment, violence or threats of violence, gross insubordination, intoxication, possession or working under the influence of drugs and alcohol, or possession of weapons to work may result in immediate termination, the Employer will typically take all steps as defined in #2 of this article, unless the offense is serious or dangerous enough to warrant an abbreviation of these steps. The abbreviation can still be subject to the grievance procedure if the union raises doubts about the veracity of the accusation.

17.3 When the Company is considering discipline of an employee, it generally will not take into account discipline that was issued more than 18 months prior to the date of the current discipline

17.4.1 **Verbal Warning:** After the probationary period, if the Employee's performance is not acceptable, their direct manager may discuss the matter with the Employee in a counseling session. The Employee has the right to Union Representation during any and all counseling sessions.

17.4.2 **Written Warning:** The employee will be afforded the following:

- A written statement of nature of the disciplinary action
- The effective date of the action
- Action required to correct deficiency
- A reasonable period of time to improve performance.

17.4.3 **Suspension:** After the above steps have been exhausted and the employee is still exhibiting the deficient behavior, suspension may be administered by management.

17.4.4 **Termination:** After the above steps have been exhausted and the employee is still exhibiting the deficient behavior, or if the offense is serious or dangerous enough to warrant the immediate termination or abbreviation of these steps the employer may terminate the employee.

17.5 **Document Retention:** After a period of two years from the date of incident, an Employee can request that any adverse documentation, such as disciplinary files or unsatisfactory performance reviews, be removed from the Employee file provided such removal does not conflict with state or federal law.

## **ARTICLE 18. CONTRIBUTIONS**

18.1 The Employer agrees that all contributions to charity shall be voluntary and that in no event shall it be compulsory for any employee to contribute.

## **ARTICLE 19. DISCOUNTS**

19.1 Current employees may use an employee discount when they buy books and other items from BSC for themselves or on behalf of their spouse, principal domestic partner, parents, siblings, and children. The employee discount is not to be used on behalf of friends, neighbors, other relatives, former employees or other customers who are acquainted with an employee. If an employee is buying a gift, the employee may still use their employee discount.

19.2 Employee selection and purchase must be done during the employee's non-working time and each employee must have another employee ring up his/her/their purchases at a cash register. No employee is allowed to ring up his/her/their own purchases.

19.3 The employee discount is 35% off the retail price of most books and other items from BSC, including Gift Cards. Any gift card bought with the store discount cannot be used while using the store discount. The employee discount on magazines is 30% and on Tom Killion prints is 20% off the retail price. No discount is given for foreign or domestic newspapers. Special orders will be sold to employees at 35% discount unless they are "short discount" and then they will be sold to employee at cost plus 10% margin to cover receiving and ordering expenses.

19.4 There is no employee discount on items such as tickets, coupon books, Downtown Dollars, Open Studio catalogs, Slug Shop Items, and items for which BSC receives no discount and is only passing on all revenue to the sponsoring organization. Employees may place items on hold for future purchase, within reason. Books must only be removed from inventory when the employee is prepared to purchase them within two weeks. If there are not enough copies on hand to meet customer demand, a book may not be put on hold by a staff member.

## **ARTICLE 20. NO HOURLY SALARY REDUCTION**

20.1 No Employee's hourly wage shall be reduced except when brought about by mutually agreed upon reduction in hours or voluntary transfer. Nothing in this ARTICLE precludes the Employer from demoting an employee from a higher classification to a lower paid classification for inability to perform the job duties of the higher paid job.

## **ARTICLE 21. GRIEVANCE AND ARBITRATION**

21.1 **Grievance**: A grievance shall be defined as a dispute concerning the application or interpretation of a specific provision of this Agreement. In the event a bargaining unit employee, a group of bargaining unit employees, or the Union has a grievance, it shall be adjusted according to the below grievance procedure.

21.2 **Employees Excluded from the Grievance and Arbitration Procedure**: Only bargaining unit employees who have completed their probationary period are covered by this grievance and arbitration provision. No other employee, group of employees, or Union may file or advance a grievance on behalf of a probationary employee or any non-bargaining unit employee.

21.3.1 **Grievance Procedure**: Employer and Union may mutually agree in writing to extend the deadlines set out in each step of this grievance procedure. Any request to extend a deadline must be made before the deadline has passed. Any agreement to extend a deadline, or to permit an untimely request for an extension or an untimely grievance, shall not be precedential.

21.3.2 **Step 1**: Within twenty (20) calendar days after the event giving rise to the grievance, any aggrieved employee shall discuss the matter with their department manager, who will attempt to satisfactorily resolve the matter. Any settlement or resolution reached at this step is not precedential.

21.3.3.1 **Step 2**: Within twenty (20) calendar days after the event giving rise to the grievance, if no settlement has been reached at Step 1, Union may submit a written grievance to the General Manager or their designee on a form that contains the following:

- A general description of the facts upon which the grievance is based, including, but not limited to, the event, the basis of the alleged violation, the date of the event, and the aggrieved employee or employees.
- References to the specific ARTICLE or ARTICLES of this Agreement alleged to have been violated.
- The remedy sought.
- The printed name and signature of the Union representative filing the grievance.
- The date that the grievance is filed at Step 2.

- 21.3.3.2 Employer shall provide a written response to the grievance within twenty (20) calendar days after the grievance is filed at Step 2.
- 21.3.4.1 **Step 3:** If no satisfactory settlement of the grievance is reached at Step 2, within twenty (20) calendar days after Employer's Step 2 answer or failure to answer within the applicable time period, Union may submit the grievance in writing to the Employer's President or their designee.
- 21.3.4.2 If either party fails to observe the agreed-upon timelines, the grievance is settled in favor of the other party. Such settlement is not precedent setting, nor does it concede any contract violation.
- 21.3.5 Within twenty (20) calendar days after the grievance is advanced to Step 3, or, if the parties mutually agree to hold a conference to discuss the grievance, within twenty (20) calendar days after the conference, the President or President's designee shall give the Union Representative their answer to the grievance.
- 21.4.1 **Arbitration:** If no satisfactory settlement of the grievance is reached at Step 3, within twenty (20) calendar days after the Employer's Step 3 answer or failure to answer within the applicable time period, Union may submit a demand for arbitration pursuant to the terms specified in this Agreement's Arbitration Clause.
- 21.4.2 If Union does not timely submit a demand for arbitration, the grievance will be deemed settled in accordance with Employer's disposition in Step 3. Only the Union can advance the grievance to arbitration. Employer and Union may mutually agree in writing to extend the deadline for requesting arbitration. Any request to extend a deadline must be made before the deadline has passed. Any agreement to extend a deadline or to permit an untimely request for an extension shall not be precedential.
- 21.4.3 **Arbitrator Selection:** All grievances that have not been resolved after Step 3 of this Agreement's grievance procedure shall be subject to arbitration. Within twenty (20) days after receipt of a written request to arbitrate, the parties shall confer to select an arbitrator. If within this period the parties are unable to agree, the parties shall jointly request that the Federal Mediation and Conciliation Service (FMCS) assist the parties in appointing an arbitrator from its panel of labor arbitrators located within one hundred twenty-five miles (125) of the Employer located at 1520 Pacific Avenue, Santa Cruz, California 95060 to hear and decide the dispute. The parties shall attempt to mutually agree to an arbitrator from the FMCS panel. Failing that the parties will select an arbitrator by alternatively striking names until there is only one arbitrator left from the original panel.
- 21.4.4 **Arbitration Procedure:** The Arbitrator shall conduct a simple arbitration procedure, which includes the presentation of evidence by each party with the right of direct and cross-examination. Testimony of any witnesses at hearings shall be under oath.
- 21.4.5 **Arbitrator's Authority:** The Arbitrator shall make an award in light of the whole record and shall decide the case upon the weight of the substantial evidence presented. The Arbitrator shall not have authority or jurisdiction to base his or her award on any alleged practice or oral understandings not incorporated into this Agreement. The Arbitrator shall be strictly confined to the subjects submitted for decision and may in no event, as a part of any such decision, impose upon either party any obligation to arbitrate on any subjects which have not been herein agreed upon as subjects for arbitration. The Arbitrator shall not have jurisdiction over the rights of the Employer not specifically restricted by this Agreement and shall not have the power to add to, subtract from, or vary the terms of this Agreement or to substitute the Arbitrator's discretion for

that of the Employer, but shall be limited in power and jurisdiction solely to determine whether there has been a violation of this Agreement.

21.4.6 **The Arbitrator's Award:**

1. Unless the parties mutually agree to extend the deadline, the Arbitrator shall render his or her findings and award in writing to the parties within thirty (30) calendar days after the conclusion of the hearing or the filing of briefs, whichever occurs later.
2. The Arbitrator shall set out a brief analysis of evidence and explanation for his/her/their award.
3. The Arbitrator's award shall be final and binding on the Union, the employees covered by this Agreement, and the Employer. If the decision requires clarification, the Union and Employer by mutual agreement may request such clarification from the Arbitrator.
4. After issuing the award, the arbitrator shall have no further jurisdiction over the parties' dispute unless mutually agreed in writing by the parties.

21.4.7 **Arbitrator Compensation:** The fees and expenses of the Arbitrator shall be shared equally by the Employer and the Union.

21.4.8 **Fees and Costs:** Each party to the arbitration shall bear the costs and expenses of its own representatives and witnesses. The parties may agree to retain and share equally the costs of a stenographer to record the hearing transcript in advance of a hearing. If the parties do not agree jointly to retain a stenographer, any party desiring a stenographic record shall make arrangements directly with a stenographer and shall notify the other party of such arrangements in advance of the hearing. The requesting party shall pay the cost of the record. The transcript must be made available to the arbitrator. Any party wanting an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service. Other incidental expenses, such as hearing room rental fees, if any, mutually agreed to in advance shall be borne equally by the parties.

## **ARTICLE 22. NO STRIKE NO LOCKOUT**

22.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing, boycotts, walkouts, or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Union, its officials, representatives, agents, and members or employees employed by Bookshop Santa Cruz during the life of this contract. Violation of this agreement may result in discipline up to and including termination.

22.2 Substantiated violations of this Article by any employee constitutes just cause for termination.

22.3 There will be no lockout during the life of this Agreement.

## **ARTICLE 23. JANITORIAL AND HAZARDOUS WORK**

- 23.1 No bargaining unit employees shall be asked to do scrubbing or other heavy cleaning or heavy janitorial work. This does not include vacuuming, dusting, sweeping, windexing, emptying the trash, sanitizing shared equipment for COVID, dusting, maintaining aspects of the staff room (cleaning dishes, cleaning out the refrigerator) and other non-heavy cleaning. The Employer shall be permitted to hire one or more non-bargaining unit employees to perform janitorial work or to contract out for janitorial services. Employees cannot refuse to perform routine tasks that have historically been part of their work.
- 23.2 Unit employees shall not be asked to come in direct contact (within 10 ft.) with or handle any potentially hazardous material, including sewage, human waste, black mold and needles.
- 23.3 If an Employee was put in a situation where they, due to unforeseen circumstances, performed hazardous or heavy janitorial work as described above, such Employee will receive hazard pay of 150% of their regular wages for however long the Employee was directly (within 10 ft.) exposed to the hazard or performed heavy janitorial work. This provision shall not be construed as granting a right to refuse to come to work.
- 23.4 Any hazardous event must be immediately reported to a manager.

## **ARTICLE 24. ACCESSIBILITY AND ACCOMMODATIONS**

- 24.1 The Union and the Employer mutually state their commitment to prioritizing the issue of accessibility, broadly construed, in considerations of changes to store layout or any other decisions in which there is an opportunity to improve accessibility or to limit reductions of accessibility.
- 24.2 The Employer and the Union recognize that 'accessibility' shall not be narrowly understood as only encompassing matters of physical mobility.
- 24.3 Whenever any significant changes to the store layout are being implemented, the Union Health and Safety shall be consulted. All decisions with respect to accessibility remain the Employer's to make.
- 24.4 The store shall provide all unit Employees with reasonable accommodations, including ergonomic chairs, hand trucks, back-braces, wrist-braces, if requested and is shown to provide preventative safety value. The Employer has sole discretion to select what model of equipment they purchase.
- 24.5 Nothing herein obligates the Employer to make any infrastructure investments above those required by law.



## **ARTICLE 25. EMERGENCIES**

- 25.1 The Employer will develop or update, in consultation with the Union's Health and Safety Committee, a clear set of written safety procedures in case of fire, earthquake, or active shooter. These procedures will be included as part of every new employee's training. The Employer will also conduct a yearly review of the procedures for all employees.

## **ARTICLE 26. DE-ESCALATION TRAINING**

- 26.1 The Employer agrees to provide employees with the first de-escalation training session within three months of contract finalization. Training can be in person or virtual. The service provider for these sessions will be selected by the Employer. The SCPD will not provide the de-escalation training. De-escalation training will be provided for all employees every two years and for floor supervisors annually.

## **ARTICLE 27. SECTION AND PROFESSIONAL DEVELOPMENT**

- 27.1 All full-time and part-time unit employees who are employed as Booksellers and who are assigned a section of the store and are beyond their probationary period shall be given at least one (1) hour of paid time per month on developing their sections and in order to maintain the degree of product knowledge expected of them by the Employer and the patrons of the bookstore, which includes, but is not limited to, investigating new releases on Edelweiss, preparing new displays, writing shelf-talkers or other tasks outlined as a need of the section in conversation with management or section managers. The allotted time shall be uninterrupted unless by emergency or bona fide operational need. If an operational need presents itself, the Employer will work to reschedule the designated time as soon as possible. The Employee will meet with the Section Manager, Floor Manager or General Manager to set goals for this time and report back verbally at the end of their time as to the result of their section time. Off floor Employees may be asked to cover the sales floor during this time to allow Employees to have dedicated section time. This time will be allotted during a regularly scheduled floor shift.
- 27.2 If the Employer has assigned the Employee additional section maintenance work, such as shelving, this shall not interfere with the hours of Section Development.
- 27.3 Section time will not be granted in December and June (due to increased staffing needs due to busy seasons) and January (due to increased time needed to pull section returns).
- 27.4 Dedicated section time does not interfere with the daily responsibility of managing sections by all Employees including shelving, writing shelf-talkers and reviews, curating displays, pulling returns, restocking, completing section reports and other section work.

## **ARTICLE 28. 401K**

- 28.1 The 401(k) program will remain as described in the current employee handbook as of January 2022.

## **ARTICLE 29. WAGES**

- 29.1 WAGES

Entry Level: \$17.25/hour

**Bookseller & Children's Booksellers:** \$17.50/hour — 6 months employment

**Bookseller 2 & Children's Booksellers 2:** \$18.00/hour — 18 months employment

**Bookseller 3 & Children's Booksellers 3:** \$18.75/hour — 3 years employment

**Business Office Coordinators and Assistants and Marketing Coordinators:** \$20.50/hour

**Supervisors, Backup Supervisors when acting as Supervisors, and Department Heads:**  
\$20.00/hour

**Receivers, Specialists (Magazine, Schools, Calendars), Assistants (Events & Marketing) and Buyers (Used, Sidelines, Backlist):** \$19.00/hour

**Substitutes:** \$.25 less than the rate of the position when acting in that position

- 29.2 Supervisors working night shifts earn \$.50 more per hour.

- 29.3 New employees may start anywhere on the pay scale that is deemed appropriate by management.

- 29.4 Bilingual employees in Spanish and ASL only, working on the sales floor earn an additional \$.25/hour for their bookselling shifts. Bilingual is defined as a native or fluent speaker. Bilingual employees will perform translation services for customers or Bookshop materials as part of their job responsibilities during work hours.

- 29.5.1 The following increases will be instituted during the life of the contract:

- 29.5.2 Year 2, counted from the date of contract ratification Annual increase of 2.5% across all steps

- 29.5.3 Year 3, counted from the date of contract ratification Annual increase of 2.5% across all steps

- 29.6 The year 1 wage increase is effective beginning the first day of the first full pay period following the Union's ratification of the collective bargaining agreement.
- 29.7 The year 2 wage increase is effective beginning one year from the first day of the first full pay period following the Union's ratification of the collective bargaining agreement.
- 29.8 The year 3 wage increase is effective beginning two years from the first day of the first full pay period following the Union's ratification of the collective bargaining agreement.
- 29.9 An employee will earn the rate that they are assigned that day.

### **ARTICLE 30. SIGNING BONUS**

- 30.1 Bookshop will provide a \$600 one-time signing bonus to each current bargaining unit member who has completed their probationary period (new hire), which will be provided in the paycheck associated with the first full pay period following ratification.

### **ARTICLE 31. MANAGEMENT RIGHTS**

- 31.1.1 Except as expressly abridged by any provision of this Agreement, the Employer reserves and retains all of its normal and inherent rights with respect to the management of its business in all phases and details, including but not limited to, the right to hire, evaluate, promote, demote, suspend, discipline, direct, layoff, schedule, assign, transfer, recall, and discharge employees. Examples of the rights retained by the Employer, include, but are not limited, to the following:
- 31.1.2 to operate and manage its physical facilities and equipment;
- 31.1.3 to determine the location of its operations, including the establishment of new locations or departments or the closing of the existing location (or departments);
- 31.1.4 to schedule employees' working locations and hours;
- 31.1.5 to schedule and assign employees' overtime as Employer;
- 31.1.6 to assign duties, tasks, and jobs, to employees;
- 31.1.7 to determine the size and composition of the work force;
- 31.1.8 to determine the allocation and assignment of work to employees;
- 31.1.9 to direct employees work, including tasks to perform and when such tasks should be performed;
- 31.1.10 to select and hire full-time and part-time employees from any source in filling positions within the bargaining unit;

- 31.1.11 to reprimand, suspend, discipline and discharge employees who have completed probationary period for just cause and to reprimand, discipline and discharge probationary employees with or without cause;
- 31.1.12 to promote employees either from a lower position or classification in the unit to a higher position or classification;
- 31.1.13 to demote employees to from a higher classification to a lower classification in the unit for inability to perform job duties of a higher classification;
- 31.1.14 to establish and enforce reasonable rules of conduct, to assure discipline, and efficient operation;
- 31.1.15 to set reasonable work standards and policies, including performance and reasonable productivity standards;
- 31.1.16 to determine and set policy affecting the selection, hiring, and training of employees;
- 31.1.17 to determine what work is to be done and by what means;
- 31.1.18 to determine the duties and responsibilities of classifications and positions;
- 31.1.19 to establish, amend, revise and enforce policies, rules, regulations and practices;
- 31.1.20 to set store hours and days of operation;
- 31.1.21 to determine the utilization of technology;
- 31.1.22 to lay off or relieve employees due to lack of work or other reasons and the right to recall;
- 31.1.23 to sell, liquidate, or close the store, including any operations, service or department;
- 31.1.24 to take any and all actions necessary to carry out the operations of the Employer in situations involving a disaster or emergency consistent with the terms and conditions listed in this Agreement to the extent practicable under the circumstances.
- 31.1.25 to approve or disapprove of all requests for paid time off or unpaid leaves based upon the operational need of the store.
- 31.2 The Employer retains complete discretion to hire and have on call employees perform duties and functions on call employees have performed prior to the arrival of the Union and that employees in bargaining unit positions have also performed because such work has never been performed exclusively by employees employed in bargaining unit positions. This work includes, but is not limited to, the work listed in Appendix A., numbered paragraph 3. Employer shall be limited to scheduling four on call employees at any one time except during inventory staffing or between Thanksgiving through New Year's Day when Bookshop is open for extended hours and has additional shifts. This four-person limitation also does not include volunteers working events where they perform non-bookseller roles (ticket taking, book distribution, crafts table, watching

doors, etc.) The performance of such work by on call employees will not result in the termination or lay-off of bargaining unit employees.

31.3 The Employer also retains complete discretion to hire temporary and seasonal employees for up to 100 days in a calendar year, and to have temporary and seasonal employees perform duties and functions temporary and seasonal employees have performed prior to the arrival of the Union, including work employees in bargaining unit positions have also performed because such work has never been performed exclusively by employees employed in bargaining unit positions. This work includes, but is not limited to, work listed in Appendix A., numbered paragraph 3. Temporary and seasonal employee are not bargaining unit employees and are not subject to the terms of this Agreement. The performance of such work will not result in the termination or lay-off of bargaining unit employees.

31.4 The Employer retains complete discretion to hire and have outside vendors perform duties and functions that have never been performed exclusively by employees employed in bargaining unit positions. This work includes, but is not limited to, the work listed in Appendix A., numbered paragraph 4. Outside vendors are not part of the bargaining unit and are not subject to the terms of this Agreement. The performance of such work by outside vendors will not result in the termination or lay-off of bargaining unit employees or the elimination of any bargaining unit position. A list of functions and duties that is not performed by employees in bargaining unit positions includes, but is not limited, to the functions and duties provided in Appendix B. This work is solely the work of outside vendors.

31.5 The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by the Employer's rules, policies, regulations, directives, and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or applicable law.

## **ARTICLE 32. TERM**

32.1 This Agreement shall be in effect three years from the ratification date.

## **APPENDIX A TO ARTICLE 31 MANAGEMENT RIGHTS**

1. Managers may continue to perform all those functions and duties managers performed prior to the arrival of the Union that bargaining unit employees have performed on a non-exclusive basis consistent with this MOU. These functions and duties include, but are not limited to, the following duties:

- Cash register, information desk, shelving, restocking, and customer service
- Web order processing and coordination
- Data entry
- Buying and inventory management for all departments and sections
- Used book buying and processing
- Inventory
- Receiving, returns, processing special orders and shipping
- Merchandising and displays
- Event hosting, moderation, proposal writing and coordination
- Cash counting, account reconciliation, accounts payable and receivables
- Website and social media posting and design
- Graphic and product design
- Section management
- Book reviews and testimonials
- Training
- Payroll processing
- Community and school outreach and coordination
- Communication with customers
- Supply ordering and facilities coordination
- Implementation of Bookshop programs
- Business to business and purchase order coordination

2. Temporary employees, seasonal employees, and “on call” employees may perform all functions and duties performed by the Bookseller or other work performed by employees in bargaining unit positions that Bookshop may assign. These functions and duties include, but are not limited to, the following:

- Cash register, information desk, shelving, restocking and customer service
- Web order processing and coordination
- Data entry, filing, and mailing
- Copy editing
- Inventory
- Shipping
- Used book and gift card stickering and processing
- Magazine stocking and returns
- Event hosting and extras, moderation, proposal writing and coordination

- Creation of book lists, book reviews and testimonials
- Communication with customers

3. Outside vendors may continue to perform all functions and duties they have performed prior to the arrival of the Union that employees in bargaining unit positions occasionally perform. These functions and duties include, but are not limited to, the following:

- Facilities' work, including facility repairs, installing building fixtures, moving fixtures, etc.,
- Graphic design, product design and web design
- Copy editing
- Writing event proposals
- Language and hearing translations
- Catering and food services
- Posting to social media optimization

## **APPEDIX B TO ARTICLE 31 MANAGEMENT RIGHTS (WORK NOT PERFORMED BY THE BARGAINING UNIT)**

The functions and duties that vendors perform that is not work performed by employees in bargaining unit positions and that does not constitute bargaining unit work includes, but is not limited to, the following:

- Certified accounting services and legal work
- Human Resources consulting
- Janitorial services
- Technical skills for event production (sound, etc.)
- Mailing
- Supplies production
- Signage production
- RFP management
- Benefits Broker
- Printing services
- Delivery and transportation
- Technology services
- Public relations
- Interior and exterior design
- Facilities work the bargaining unit does not perform, including electrical work, very heaving lifting, and major projects like door replacement, etc.



# **SIDE LETTERS**

## **SIDE LETTER AGREEMENT**

### **COMMUNICATION WORKERS OF AMERICA, LOCAL 9423**

**AND**

### **BOOKSHOP SANTA CRUZ**

**COVID - 19**

Bookshop Santa Cruz (hereinafter referred to as “Bookshop”) and Communication Workers of America, Local 9423 (hereinafter referred to as CWA) are in negotiations for a first Collective Bargaining Agreement (“CBA”). Bookshop and CWA are collectively referred to herein as the “Parties.”

The Parties have satisfied any obligation they may have to bargain in good faith in accordance with the National Labor Relations Act concerning the terms and conditions of this Agreement and its implementation.

Pursuant to this Side Letter Agreement, the Parties agree to the following:

1. Bookshop will stop providing those employees who worked during the initial shut down at Bookshop operations between March 22, 2020, and June 1, 2020, two (2) additional hours of PTO per week above their current PTO accrual rate effective upon the Parties signature to this Side Letter Agreement.
2. Employees are not required to receive a COVID-19 vaccination. However, all unit employees, who are fully vaccinated (either one or two shots depending on the COVID-19 vaccine) will receive a \$50 Bookshop gift card upon showing proof of receipt of complete vaccination for COVID-19. Employees should not provide any medical information when submitting proof of vaccination.
3. Bookshop will reopen and operate Bookshop consistent with State and County guidelines and restrictions on operations, including store capacity limitations. This includes returning all employees to their work locations and duties as performed prior to COVID-19, unless the employee is promoted to a position where their work location and duties differ from those they performed prior to COVID-19. Thus, employees that worked on the Bookshop sales floor must return to the Bookshop sales floor by the earlier of when the employee is fully vaccinated or June 1, 2021.
4. The Parties also agreed that prior to entry into this Side Letter Agreement, the Bookshop was entitled to and took the following action - Bookshop ceased providing employees the day off with pay when an employee called in with a single COVID-19 symptom effective April 19, 2021.

**SIDE LETTER AGREEMENT**

**COMMUNICATION WORKERS OF AMERICA, LOCAL 9423**

**AND**

**BOOKSHOP SANTA CRUZ**

**MANAGERS PERFORMING WORK ALSO PERFORMED BY BARGAINING UNIT MEMBERS**

Bookshop Santa Cruz (hereinafter referred to as “Bookshop”) and Communication Workers of America, Local 9423 (hereinafter referred to as CWA) are in negotiations for a first Collective Bargaining Agreement (“CBA”). Bookshop and CWA are collectively referred to herein as the “Parties.”

The Parties have satisfied any obligation they may have to bargain in good faith in accordance with the National Labor Relations Act concerning the terms and conditions of this Agreement and its implementation.

Pursuant to this Side Letter Agreement, the Parties agree to the following:

1. Bookshop shall retain the right to continue to have its managers perform tasks and functions that have been performed by both managers and bargaining unit employees prior to the arrival of the Union. This work has never exclusively been performed by either management or bargaining unit employees. This includes the right to have its managers work the current number of shifts that have been associated with their positions performing work that unit employees regularly perform (for example floor and web shifts). See Appendix A, paragraph 1 for duties this could entail.
2. Bookshop shall retain the authority to employ managers to temporarily cover bargaining unit shifts in situations where a qualified bargaining unit members is not available to cover the shift after first offering the shift to qualified bargaining unit employees. For instance, Bookshop could cover a shift for a bargaining unit employee with a manager where an employee called in sick, took a vacation, or when there is an emergency (for instance during the fires in 2020 when employees left town) and no bargaining unit employee is available and willing to cover the shift.
3. Bookshop shall also retain the authority to employ managers to pick up floor and web shifts performing work bargaining unit employees perform during the holiday season (November 1st- January 2nd) when Bookshop’s hours are extended, and Bookshop provides a significant number of additional shifts. Such shifts will first be offered to bargaining unit employees.

**SIDE LETTER AGREEMENT**  
**COMMUNICATION WORKERS OF AMERICA, LOCAL 9423**  
**AND**  
**BOOKSHOP SANTA CRUZ**

CHILDREN AND GRANDCHILDREN PERFORMING WORK ALSO PERFORMED BY BARGAINING UNIT EMPLOYEES

Bookshop Santa Cruz (hereinafter referred to as “Bookshop”) and Communication Workers of America, Local 9423 (hereinafter referred to as CWA) are in negotiations for a first Collective Bargaining Agreement (“CBA”). Bookshop and CWA are collectively referred to herein as the “Parties.”

The Parties have satisfied any obligation they may have to bargain in good faith in accordance with the National Labor Relations Act concerning the terms and conditions of this Agreement and its implementation.

Pursuant to this Side Letter Agreement, the Parties agree to the following:

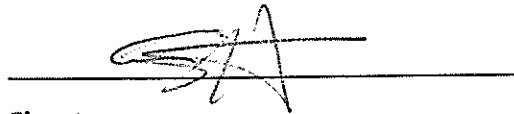
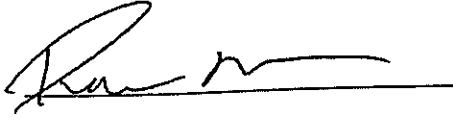
1. The Employer retains the right to employ up to two (2) children or grandchildren of the Owner(s) in non-management positions at any one time to work during the holiday season, summers or after school, and/or a gap year between high school and college, until the age of 24 to perform duties and functions that are also performed by employees employed in bargaining unit positions because this work has never been exclusively performed by employees in bargaining unit positions. This work is listed in Appendix A., numbered paragraph 1.
2. The children and grandchildren of the Owner(s) are not bargaining unit employees and are not subject to the terms of this Agreement.
3. The performance of such work by the children and grandchildren of the Owner(s) will not result in the termination or lay off bargaining unit employees or the reduction in hours of any bargaining unit employee.

Signature Page

This agreement duration shall be from July 7, 2022, through July 7, 2025.

FOR CWA LOCAL:

FOR BOOKSHOP SANTA CRUZ:



Signature

Signature

President CWA Local 9423

President

Title

Title

Date: 7-7-22

Date: 7-7-22

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