

**THIS DOCUMENT
REPRESENTS THE COMPANY'S
FINAL AND COMPLETE OFFER**

September 6, 2022 rev.

Discussions between UFCW Local 400 and Politics and Prose, Inc. (Bookstores and Coffeehouse) regarding your first contract have recently concluded. This analysis was printed and assembled as accurately as possible for your review. It is as complete as we could make it. Kindly forgive any omissions or typing errors. This tentative agreement is being emailed to you and it will also be available for review on Wednesday, August 31, 2022, on our website at <http://www.ufcw400.org>.

We will conduct two Question and Answer sessions via Zoom, dates and times listed below. To access the Zoom Q&A sessions, use the QR code or link shown below. The vote on the tentative agreement will be held on Tuesday, September 6, 2022, at Politics & Prose on Connecticut Avenue, NW, from 8 am until 9 am.

ZOOM Q&A SESSIONS

Wednesday, August 31st: 8:00 p.m. – 9:00 p.m.

Thursday, September 1st: 8:00 p.m. – 9:00 p.m.

VOTE ON TENTATIVE AGREEMENT

Tuesday, September 6, 2022 – 8:00 a.m. to 9:00 a.m.

Politics & Prose

5015 Connecticut Ave., NW, Washington, D.C. 2008

RULES OF CONDUCT FOR THE Q&A ZOOM SESSIONS:

1. Only matters directly bearing on the tentative agreement may be discussed.
2. No one shall speak more than once on any subject until everyone wishing to be heard have had the opportunity to speak.
3. So that all views may be presented, everyone must limit their remarks on any subject to one minute.
4. Those who speak must state their name, their position, and the location where they work.

USE QR CODE OR LINK TO JOIN THE Q&A ZOOM SESSIONS:

<https://www.ufcw400.org/ppunion>



Following is the tentative agreement. For stylistic reasons, or clarity, the language as approved may be altered slightly in its final form.

**PROPOSED AGREEMENT
BETWEEN
UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL 400
AND
POLITICS AND PROSE, INC.**

1. AGREEMENT

THIS AGREEMENT, entered into by and between Politics and Prose, Inc. (hereinafter referred to as the “Employer”) and the United Food and Commercial Workers Union, Local 400, chartered by the United Food and Commercial Workers International Union, AFL-CIO (hereinafter referred to as the "Union").

2. RECOGNITION

A. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time Booksellers, Shift Supervisors, Programs Employees, Receiving Employees, Den Employees, Events Employees, Marketing Employees and Web Orders Employees employed by the Employer. Excluded from the unit are all Buyers, Finance Employees, Supported Events Employees, IT manager, Community Sales manager, and all managers, supervisors, confidential employees, temporary employees, and guards as defined by the National Labor Relations Act.

B. The parties have further agreed to the following limited, temporary adjustments to the Bargaining Unit inclusions and exclusions listed in Article 1.A: (1) the position held by employee Anne Crowell (Associate, Supported Events) will be deemed included in the Bargaining Unit unless and until she is no longer employed in that position, at which point the position will be excluded from the Bargaining Unit; (2) the position held by employee Elizabeth Thornburg (Bookseller, Supported Events) will be deemed included in the Bargaining Unit unless and until she is no longer employed in that position, at which point the position will be excluded from the Bargaining Unit; and (3) the position held by employee Hannah Manwiller (Coordinator, Programs) will be deemed excluded from the Bargaining Unit unless and until she is no longer employed in that position, at which point the position will be included in the Bargaining Unit.

3. UNION SECURITY AND VOLUNTARY CHECK-OFF OF MEMBERSHIP FEES

A. As a condition of continued employment, all current employees who are covered by this Agreement shall, within thirty-one (31) days of the effective date of this Agreement, become and remain members in good standing of the Union or pay a fair share fee. As a condition of employment, all employees hired after the effective or execution date of this Agreement, whichever is later, shall become Union members within thirty-one (31) days of becoming employed or pay a fair share fee.

B. During the term of this Agreement, employees who elect not to become members of the Union shall, commencing thirty-one (31) days after the effective date of this Agreement, pay a fair share fee to the Union for contract administration and collective bargaining services tendered by the Union, as the exclusive representative of the employees covered by this Agreement. Such fair share fee shall be deducted by the Employer from the earnings of non-members and remitted to the Union, in the same manner that membership fees are deducted from members' earnings each month. The Union shall annually submit to the Employer, in writing, a list of employees covered by this Agreement who are not members of the Union and written confirmation that specifies the amount of the fair share fee.

C. Upon receipt of a written authorization from the Union, the Employer shall, pursuant to such authorization, during this Agreement and thereafter, deduct from the wages due each such employee each pay period a regular share of the monthly membership fees or fair share fees and shall remit to the Union each month the membership fees or fair share fees collected, together with a list of all employees for whom membership fees and fair share fees are being remitted and an indication of the amount being remitted for each.

D. An employee who has failed to acquire or thereafter maintain membership in the Union or pay a fair share fee as herein provided shall be terminated seventy-two (72) hours after their Employer has received written notice from an authorized representative of the Union certifying that membership has been, and is continuing to be offered to such employee on the same basis as all other members and non-members, and that the employee has had notice and opportunity to make all membership fee or fair share payments.

E. The Employer agrees to honor and to transmit to the Union contribution deductions to the United Food and Commercial Workers International Union Active Ballot Club ("ABC") from employees who signed deduction authorization cards.

F. The Union agrees to indemnify, defend, and save the Employer harmless against any and all charges, claims, demands, suits, other causes of action, or judgments brought or issued against Employer as a result of any action or omission taken by the Employer under the provisions of this Section, except for damages resulting from actions taken by the Employer which are inconsistent with the Union's directions.

G. The Employer shall notify the Union using an electronic format, preferably EXCEL, as soon as possible but not later than seven (7) days from the date of employment, reinstatement, or transfer into the bargaining unit of any employee, of the following:

- Name;
- Date of employment, reinstatement, transfer, termination, or change in status from part-time to full-time or full-time to part-time;
- Classification (full-time, part-time);
- Rate of pay (hourly or salary);
- Department;
- Home Store;
- Unique Employee ID number;
- Date of birth;
- Home address;
- Mobile phone number;
- Non-work email address;
- Work email;
- Ethnicity;
- Gender expression; and
- Preferred gender pronouns.

H. Union Meetings with Employees.

- a. Union Orientation Meeting. The Employer shall institute a Union Orientation Meeting for all new hires within thirty (30) days of their date of hire. Union Orientations shall be conducted by a Shop Steward or Union representative and shall consist of no more than thirty (30) minutes paid time. Non-bargaining unit employees shall not be permitted to attend such orientations.
- b. No meetings or discussions between the employees and a Union representative and/or Shop Steward are to take place in areas accessible to the public. The Employer will provide a space to meet if available and feasible.

4. PROBATIONARY EMPLOYEES AND POSTING OF POSITIONS

A. All new employees hired by the Employer shall be subject to a probationary period of ninety (90) calendar days. Notwithstanding any other provision of this Agreement, probationary employees may be disciplined or discharged by the Employer during such probationary period with or without just cause. Such termination and/or discipline shall not be subject to the grievance and arbitration provisions of this Agreement.

B. All notices of vacancies and promotion opportunities shall be posted conspicuously in the stores for one (1) day before being made available to the public. Notices and postings shall include all available positions within the bargaining unit as well as available management positions.

Bargaining unit positions shall be awarded to the applicant who the Employer deems best qualified for the position, provided, however, that seniority will apply when two (2) or more applicants are deemed to be substantially equal. In determining the best qualified applicant, the Employer shall consider the applicant's seniority as defined in this Agreement, relevant metrics set forth in its performance evaluation form, the applicants' work experience and references, and the specific qualifications and skills required of the position.

C. Employees shall be evaluated at the conclusion of their probationary period, and at least once each calendar year thereafter.

D. The Employer shall discuss the evaluation tool with the Labor Management Committee to ensure the tool reflects the job description and requirements for each bargaining unit position.

5. EMPLOYEE DEFINITIONS

A. Full-time: An employee who works a minimum 40-hour workweek on a regularly scheduled basis.

B. Part-time: An employee who works less than a 40-hour workweek on either a regularly scheduled basis or on an irregular basis.

6. SHOP STEWARDS AND UNION TRAININGS

A. The Union may designate two (2) employees to serve as Shop Steward – one (1) Shop Steward to cover the Connecticut Avenue store and the other Shop Steward to cover the branch stores. One (1) of the Shop Stewards shall be designated as the Chief Steward. The Union will provide the Employer with written notice concerning the identity of each Shop Steward at least seven (7) days prior to the date upon which the selected employee begins performing duties as a Shop Steward. The Union agrees that the Shop Stewards' duties shall not to interfere with the conduct of the Employer's business or with the work of other employees or the performance of the Shop Steward's job duties and responsibilities.

B. The Shop Steward shall not be permitted to meet with bargaining unit employees during the working time of either the Shop Steward or the employee, except during new employee orientations and as set forth in this Agreement. The Shop Steward is permitted to meet with employees on the Employer's premises in the performance of their duties as a Shop Steward, provided that they do not interfere with customers or the store's operations and do not meet in an area accessible to customers.

C. The Employer shall provide the steward with paid release time to perform the following activities:

1. To act as a representative of a grievance at the specified steps of the grievance procedure if the grievant so desires; and

2. To provide representation to an employee during an investigatory interview conducted by the Employer, provided the employee reasonably believes the investigation will result in disciplinary action and the employee requests the presence of a Union representative during the investigatory interview.

D. Shop Stewards shall perform all other Union business on their own time.

E. The Employer shall grant each Shop Steward up to two (2) days off per calendar year without pay to attend Union conferences, training programs, or other Union-related events.

F. The Supervisor shall introduce each new employee to their Shop Steward on the day the new employee reports to work or as soon as reasonably practicable.

7. SENIORITY

A. Seniority shall be measured from the employee's date of hire with the Employer, and if there is a tie, then by pulling the tied names from a hat observed by one disinterested witness.

B. Seniority is broken when:

- An employee voluntarily terminates their employment.
- An employee is discharged for just cause.
- An employee has not worked for the Employer for two (2) months, for any reason other than a leave of absence approved in writing.
- An employee who has been laid off does not report for work within seven (7) days of mailing of registered notice to report to work mailed to them at employee's last recorded address in the Employer personnel records.
- An employee does not return from vacation or leave of absence on the scheduled date of return.
- An employee has substitute employment while on a leave of absence.
- An employee is absent three (3) workdays without notice to the Employer.
- Absence from work on leave of any kind for twelve (12) consecutive months subject to applicable law.

8. LABOR-MANAGEMENT COMMITTEE

A. The parties hereto agree to establish a Labor-Management Committee composed of up to two (2) individuals designated by the Union and up to two (2) individuals designated by the Employer. The Committee's function shall be to discuss labor-management issues concerning terms and conditions of employment. The Committee's role is advisory, rather than decision-making. Specific or individual grievances or disputes will not be discussed. Additional individuals may be permitted to attend and participate in Labor-Management Committee meetings upon mutual agreement of the Committee members. Meetings of the Committee shall be held upon

request and mutual agreement, but not more frequently than quarterly. Meetings shall be limited to a maximum of one (1) hour, unless the parties mutually agree to extend the length of a given meeting. Employee Committee members will be paid their regular hourly rate for the actual time they spend in the Committee meetings, not to exceed (1) hour per meeting.

B. This Committee is not to be considered a grievance committee in any manner and the grievance and arbitration provisions of this Agreement remain the sole procedure(s) for resolving grievances. Additionally, nothing in this Article shall preclude this Committee from also serving as a Health and Safety Committee.

9. ANTI-HARASSMENT / NON-DISCRIMINATION TRAINING AND POLICES

A. Once every two (2) years all employees shall receive training on paid time addressing appropriate workplace conduct, fair treatment, creating a safer workplace, and antidiscrimination and anti-harassment principles as defined by law. The training shall be conducted by a qualified third party with experience in delivering such trainings and shall otherwise comply with any applicable legal requirements. The training may be conducted through an online platform or videotaped presentation.

B. The Employer reaffirms its commitment to cultivating and preserving a culture of diversity and inclusion in all aspects of the workplace. The Employer strives to create an inclusive environment respectful of all cultural backgrounds and beliefs, which encourages and enforces respectful communication and cooperation between all employees and the representation of all groups and employee perspectives.

C. The Employer and the Union agree that there shall be no discrimination in wages, hours, workplace conduct, or any other terms and conditions of employment against any employee because of race, color, religion, sex, gender identity or expression, sexual orientation, personal appearance including chosen hairstyle (but not grooming), pregnancy, childbirth or related medical condition, family responsibilities, marital, veteran or military status, national origin, immigration status, age (over 18), disability, genetic information (e.g., family medical history), matriculation status, political affiliation, or any other classification protected by federal or District law. This Agreement shall be equally enforced and applied to all persons at every stage and condition of employment, including recruiting, hiring, training, promotion, transfer, discipline, layoff, and termination.

D. The Employer agrees that it shall not discriminate against any of its employees because of Union or other protected concerted activity.

10. DISCIPLINE / DISCHARGE

A. Disciplinary action may be imposed upon employees only for just cause.

B. All discipline must be issued to the employee within fourteen (14) days from the date the Employer learns of the incident giving rise to the discipline. The deadline for the Employer to issue discipline may be extended if the Employer notifies the Union of its intent to initiate an investigation within the fourteen (14) day period in which case the discipline is to be issued within seven (7) days of the conclusion of the investigation.

C. It is recognized by the parties to this Agreement that progressive discipline generally shall be applied in dealing with employees. However, it is also recognized that offenses may occur for which progressive discipline is not applicable (e.g. fraud, gross misconduct, theft, insubordination, violence or threatened violence, etc.). Disciplinary measures vary depending on the seriousness of the matter and the past record of the employee. In administering discipline, the Employer will consider the period of time that has expired since the issuance of past disciplinary action(s). The Employer reserves the right to combine or skip progressive steps, depending on the facts of each situation and the nature of the offense.

11. GRIEVANCE AND ARBITRATION PROCEDURE

A. A grievance shall mean a claimed violation, misinterpretation, or misapplication of any express provision of this Agreement.

B. General Provisions.

1. The number of days outlined in this Article in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days" shall mean "calendar" days. These time limitations may be extended only by mutual written agreement of the parties. An agreement to extend the time limitations in any matter shall not be deemed to be a precedent to extend the time limitations in any other matter, nor shall it be deemed to be a waiver by either party on insistence to compliance with the time limitations.

2. The Employer shall not be required to arbitrate untimely grievances or grievances not processed in accordance with the time deadlines set forth in the procedure, unless the Employer affirmatively waives un-timeliness as a defense in writing. Timeliness will be decided by a Court having jurisdiction unless the Employer agrees to submit the issue to an arbitrator.

C. Procedure. All grievances shall be presented and processed in accordance with the following procedures:

1. Step 1 - The parties shall make their best efforts to resolve any dispute on an informal basis. Both the Employer and the Union agree that the employee will first discuss the grievance with their immediate supervisor (not in the bargaining unit) within fourteen (14) days of the date the employee knew or reasonably should have known of the alleged violation, to start the informal procedure. Alternatively, the employee or Union may skip this informal step and proceed directly to Step 2, provided they do so within fourteen (14) days of the date the employee knew or

reasonably should have known of the alleged violation. If the procedure is not invoked within the fourteen-day timeframe, no further action can be taken. If, during the course of this discussion either the employee or the supervisor deems it desirable, a Shop Steward or other Union representative may be called in.

2. Step 2 - If the matter is not resolved informally at Step 1, the employee or Union may pursue the grievance by submitting a written grievance to the Chief Operations Officer or Chief Financial Officer, depending on the reporting line of authority, not later than seven (7) days after the informal discussion with the immediate supervisor. The written grievance shall be signed by the employee and Union representative, and contain a statement of the grievance, including a description of the facts involved, a specification of the Article(s) and paragraph(s) of the Agreement allegedly violated, and the remedy requested. The COO/CFO or designee and Union representative shall meet within seven (7) days of submission of the grievance in an effort to resolve the matter. The COO/CFO or designee shall reply in writing to the grievance within seven (7) days of the Step 2 meeting.

3. Step 3 - If the grievance is not resolved in Step 2, the grievance may be appealed in writing to the Employer's Owner not later than seven (7) days from the written response of the COO/CFO or designee. The Owner or designee shall reply in writing to the grievance within fourteen (14) days of the submission of the grievance to Step 3.

4. If the designated Employer representative fails to respond to the grievance within the time deadline set forth in the respective step, the grievance shall be considered denied as of the date the response was due, unless mutually extended by the parties, and the Union may appeal to the next step.

D. Arbitration.

1. If the grievance remains unresolved, the Union may appeal the grievance to arbitration, by providing to the Employer a written notification of its appeal to arbitration no later than fourteen (14) days from the Step 3 written response of the Owner or designee. The Employer and the Union, or their representatives, will jointly attempt to agree upon the selection of a neutral arbitrator. If the parties are unable to agree on an arbitrator within fourteen (14) days of the arbitration notification, the Union shall request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators who are members of the National Academy of Arbitrators from the Washington, D.C. metropolitan area. Within seven (7) days of receipt of the arbitrator list from the FMCS, the parties will meet to select an arbitrator by alternately striking the names on the list until one (1) name remains. The aggrieved party shall make the first strike.

2. Employer Grievances: The Employer may file a grievance with the Union for a violation of this Agreement by presenting a written statement of the grievance to the Union. The Union and Employer representative shall meet within seven (7) days of submission of the grievance in an effort to resolve the matter. The Union shall reply in writing to the grievance within seven (7) days of the meeting. In the event that the parties are unable to resolve the dispute, the

Employer may refer the grievance to arbitration by providing to the Union a written notification of its appeal to arbitration no later than fourteen (14) days from the Union's written response. The parties shall select an arbitrator in accordance with Paragraph D.1.

3. Limitations on Authority of Arbitrator. The arbitrator shall have no authority or right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall decide only whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement and fashion an appropriate remedy. The arbitrator shall have no authority to expand the grievance beyond the issue(s) raised in the written grievance without the parties' written consent. The arbitrator shall have no authority to make any decision or award that is contrary to or inconsistent, in any way, with applicable laws, rules or regulations. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Employer, the Union and the employees covered by this Agreement. Any arbitration shall be conducted in accordance with the rules of the American Arbitration Association then applicable to voluntary labor arbitrations, except to the extent that such may be in conflict with provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall govern.

4. Arbitration Expenses. The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Employer and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.

5. Time Limits. The decision of the arbitrator shall be rendered within sixty (60) days of the close of the hearing or submission of post-hearing briefs, whichever is later, unless extended by mutual agreement of the parties.

6. No individual employee may appeal a grievance to arbitration.

12. MANAGEMENT RIGHTS

A. Except to the extent abridged by the Agreement between the parties, the Employer reserves and retains solely and exclusively all of its inherent rights to operate and manage the business, to control, direct and schedule its operations and workforce, and to make any and all decisions affecting the business and operation whether or not specifically mentioned herein and whether or not heretofore exercised, as such rights existed prior to the execution of this Agreement.

B. Examples of the Employer's right to manage its business shall include, but not be limited to, the sole and exclusive right to: establish the qualifications for hire, select who to hire, and determine the number of employees to employ; determine the number of employees assigned to any particular job and to increase or decrease that number; assign employees to perform any work, duties, or jobs, and assign employees to a store or other work location, including to third-party venues, and change such assignments; schedule and direct the work force; determine, establish,

modify or change schedules, working hours, and overtime; promote, layoff, or recall employees; demote, discipline and discharge employees for just cause; discontinue, enlarge, reduce or revise functions performed by employees; determine and change the methods, procedures, materials, equipment, technology and operations to be utilized by employees; determine the products to sell and the services to provide; determine and change security and surveillance equipment, technology, and personnel to utilize; establish, implement, conduct, modify, terminate and determine the content of training programs; introduce new and improved methods of operations; set standards for job performance; establish, modify, and enforce work, productivity and quality standards; and, evaluate employees' performance and productivity.

C. It is expressly understood and agreed that the Employer shall have the right to continue to utilize its managers and other non-bargaining unit employees and vendors to perform tasks and functions that are performed by bargaining unit employees as it had done prior to the recognition of the Union as this work has never exclusively been performed by bargaining unit employees.

D. Consistent with this Article _____, the Employer has in place its Employee Handbook which contains rules and policies that are applicable to all employees, including the bargaining unit employees covered by this Agreement. It is understood that unless a clause of this Agreement is in direct conflict with a provision of the Employee Handbook, the provisions of the Employee Handbook shall continue to be applicable to all bargaining unit employees without exception.

13. SUCCESSORS

The Employer agrees that should the operations covered by this Agreement be sold, conveyed or otherwise transferred or assigned to any successor, then the Employer shall make this Agreement known to the successor and request, in writing, that the successor adopt the Agreement and hire the bargaining unit employees covered hereunder. Should the successor choose otherwise, the Employer agrees to meet and confer with the Union over the effects of the sale, transfer, conveyance or assignment. The Union will be given written notice by the Employer within five (5) days after any agreement to sell or transfer the Employer's operations to any successor. Such notice will include the name of the new employer, address and telephone number and the name, address and telephone number of a contact person for the new employer.

14. LAYOFF AND RECALL

A. Employees laid off due to a store closing, department closing, or reduction of employment shall be laid off by reverse seniority in the position that is subject to the layoff and shall be recalled in the reverse order of the layoff provided they possess the skills, qualifications, and job performance necessary for the position.

B. The Employer agrees to give two (2) weeks' notice or two (2) weeks' pay in lieu of notice to non-probationary employees who are laid off.

15. UNION DECAL

The Union agrees to furnish Union Store Decals to the Employer for each of the Employer's stores. Such decals shall remain the property of the Union and shall be surrendered to the Union upon demand. The Employer shall not be responsible for the destruction or removal of the decals by any third party. The Employer shall display one Union decal at each store. The Employer shall have sole discretion to determine the location where the decal will be displayed, provided that the location selected is in a conspicuous area accessible to the public.

16. UNION VISITATION

An authorized Union representative shall be permitted to visit the Employer's premises at reasonable times to administer this Agreement. The Union representative shall notify the Chief Operations Officer or designee upon arrival. Union representatives shall not engage in group discussions, interfere with employees in the performance of their duties, or interfere with customer service or store operations.

17. BULLETIN BOARD

The Employer shall provide the Union with a bulletin board at each store for the posting of notices of union meetings, legal or contractual rights, elections, recreational and social affairs. Notices may not be posted which are disparaging to the Employer, its owners, managers, or any employee. The Employer shall have sole discretion to determine where the bulletin board will be located, provided it is in an area accessible to bargaining unit employees.

18. RETIREMENT

The Employer shall offer an optional retirement benefit plan. After their six-month anniversary, employees earning at least \$5,000 per year are eligible to enroll in the SIMPLE IRA plan during the next quarterly enrollment period. Under this plan employees make contributions to their IRA through pre-tax payroll deductions. Employer will match contributions dollar for dollar up to a three percent (3%) of the employee's wages for each pay period. This IRA is the sole property of the employee, and all funds are immediately vested. All federal laws and restrictions on the SIMPLE IRA plan apply.

19. SICK LEAVE

- A. Employees shall accrue sick leave at the rate of one (1) hour per forty-three (43) hours worked, not to exceed six (6) days per calendar year.
- B. Effective September 1, 2022, the Employer will cease to provide emergency paid sick leave for COVID-related absences. Employees may use their accrued sick leave and/or paid leave for such absences.

C. The Employer shall maintain all other existing sick leave policies.

20. HOLIDAY PAY AND EMANCIPATION DAY

The Employer closes on three (3) holidays -Thanksgiving, Christmas, and New Year's Day. The Employer counts July 4th as a holiday but is open for business those days. Full-time employees shall receive eight (8) hours of pay for these four (4) holidays. Part-time employees who work at least forty-eight (48) hours per pay period will receive holiday pay on a prorated basis. Employees who work on July 4th receive their regular pay rate in addition to holiday pay for the day.

In accordance with D.C. law, each employee shall have the opportunity to request off on April 16th to celebrate the District of Columbia Emancipation Day. The employee must provide the Employer with at least ten (10) days' notice before taking such leave, and approvals shall be granted on a first come, first served basis. The Employer shall not unreasonably deny such requests, but may do so if the leave would disrupt business or make it unusually difficult to deliver its products and services in a timely manner.

21. VOTING LEAVE

Employees are eligible for two (2) hours of paid leave to vote in person in any District of Columbia (D.C.) election or, if an employee is not eligible to vote in a D.C. election, any election run by the jurisdiction in which an employee is eligible to vote. Employees must have been scheduled to work during the time requested for paid leave. Employees should consult with their supervisors to request the leave a reasonable time in advance and to take the time off in a manner that ensures adequate staffing in the bookstore.

22. CIVIC DUTY LEAVE

Any employee who is called to serve on jury duty, subpoenaed as a witness or called for temporary military duty, may do so. Employees shall receive wages or salaries for their regularly scheduled workdays, as applicable, for a maximum of two (2) workweeks. Employees may use any available paid time off. The Employer may offset any pay against any stipends or fees an employee receives while performing their civic duty.

An employee must provide a copy of the jury duty summons, witness subpoena or military orders to their immediate supervisor as soon as possible to allow for arrangements to accommodate the employee's absence. The employee must keep their supervisor informed on a daily basis so that the supervisor can arrange to cover the employee's job responsibilities while they are on civic duty.

23. UNION LEAVE

Any member of the Union elected to serve as a Union Vice President shall be given a schedule or unpaid time off not to exceed four (4) hours to attend the Union's monthly Executive Board meeting.

24. OTHER LEAVE

The Employer shall maintain existing policies, practices, and accruals for the following: Unpaid D.C. Parental Leave, D.C. Family and Medical Leave Act, D.C. Universal and Paid Leave Amendment Act, and Military Leave of Absence.

25. VACATION PAY

The Employer shall maintain existing vacation policies, practices, and accruals.

26. HOURS OF WORK / OVERTIME

A. The normal work week for all full-time employees shall be forty (40) hours, consisting of five (5) eight (8) hour days. Modified shifts, such as four (4) ten (10) hour shifts, may be implemented by mutual agreement between the Employer and the Union.

B. All hours worked by non-exempt employees in excess of forty (40) hours shall be paid at the rate of one and one-half (1.5) the employee's regular straight time hourly wage. Meal breaks shall be counted as hours worked for the purpose of determining overtime pay. Paid leave, including but not limited to sick leave, holidays, vacation, jury duty, civic duty, and voting leave, are not counted as hours worked for the purpose of determining overtime pay.

C. No employee shall be disciplined for refusing overtime work.

D. No employee at the Connecticut Avenue location shall be required to work a closing shift and then an opening shift over consecutive days.

E. No employee shall be required to work a schedule where they work more than six (6) consecutive days.

F. A work schedule reflecting the Employer's anticipated basic needs shall be posted no later than two (2) weeks before the start of the workweek. The Employer reserves the right to modify the posted schedule with the consent of the affected employee. Employees may switch schedules with one another by mutual agreement, provided the change does not result in overtime and their scheduling manager approves of the change. The Shop Steward is entitled to a copy of the schedule upon request.

G. Employees who work an eight (8) hour shift or longer shall be granted a paid meal period of forty (40) minutes. Employees working a shorter or longer shift shall receive a paid meal period of proportionally longer or shorter duration.

H. An owner will decide whether to close the store unexpectedly because of inclement weather, local or national emergency, or other unforeseen event. The Union shall be notified no later than one (1) hour after the decision to close the store.

If the store opens, but then closes early, any employees sent home will be paid for a full day's work. These employees will not be required to use leave for a partial-day absence.

If employees are given twelve (12) hours' notice of a closing, or if the Employer attempts to provide 12 hours' notice when management believes it reasonable to think the store might close, non-exempt employees will not be paid, but may use any accrued paid leave; exempt employees must use their accrued leave for any partial-day or full-day closings. If the exempt employee does not have any leave, they will be paid for any partial-day or full-day closings unless the store does not open for an entire workweek, in which case they will not be paid.

I. If employees are not given 12 hours' notice of a closing, or if the Employer does not attempt to provide twelve (12) hours' notice when management believes it reasonable to think the store might close, then employees will be paid for a full day's work. It is the responsibility of employees to check with management in a timely manner if it is reasonable to think that the store may close.

J. No employee shall be disciplined for tasks not completed solely due to unscheduled absences.

27. HEALTH AND SAFETY

A. The Employer recognizes the importance of a safe and healthy workplace.

B. The Employer commits to use its best efforts to provide a safe and healthy working environment for all employees and to comply with all applicable federal and District laws and regulations. In the event an employee genuinely believes that performing a work assignment would expose the employee to a safety hazard that could cause serious physical harm or death, and that belief is reasonable, before the employee may refuse to perform the assigned work, the employee must consult with their senior manager about the safety matter. The employee shall explain the safety concern and identify the specific issue(s) that forms the basis of the concern. The manager will then consider possible corrective measures and, where necessary, take steps to address the employee's concern. If the employee is dissatisfied with the manager's response, the employee may appeal directly to the Employer's owners or their designee. Employees will not be subject to discharge or disciplinary action for refusing to perform the assigned work provided they comply with the steps set forth herein, the employee genuinely believes that an imminent danger exists, and a reasonable person would agree that there is a real danger of death or serious injury.

C. The Employer will continue to follow DC and CDC guidance regarding pandemic safety measures. As the government guidance changes from time to time, the Employer may modify its pandemic safety protocols and will notify the Union of any changes prior to implementation.

D. The Employer strictly prohibits any threatening, intimidating, or abusive conduct by employees or members of the public. Employees are to report such conduct and suspicious individuals or activities as soon as possible to a supervisor, manager, or the Employer's owners, who will address the matter. An employee making a good faith report or participating in an investigation can do so without fear of reprisal.

E. The Employer will continue to provide de-escalation training and will seek to utilize such measures.

F. The Employer will furnish and supply all of the necessary protective equipment that is required by federal, state or local law or designated by the Employer at no cost to the employee.

G. The Employer will train all employees in the use, handling and maintaining of all tools and equipment in the work area they are assigned.

H. The Employer agrees to transmit to the Union all safety records pertaining to O.S.H.A. regulations, citations and lost time, accidents or illnesses within five (5) days of receipt of such an infraction or occurrence of such accidents.

I. The Employer further agrees to transmit to the Union all test results from toxicity materials, chemicals, or indoor air quality (for example, carbon dioxide levels) that the employees may come in contact with within five (5) days.

J. The Labor-Management Committee may discuss health and safety conditions in the stores. The Committee may make recommendations in the area of safety and health, distribute information concerning safety and health, and make available results of all store inspections or safety violations.

28. HEALTH INSURANCE

The Employer will continue to provide health insurance coverage to employees under its current plan. Employee's share of the premium shall not exceed the percentage of the employee's income that the Internal Revenue Service has determined is "affordable" under the Affordable Care Act for the applicable contract year.

29. CONTINUITY OF OPERATIONS

A. No Strikes.

1. During the term of this Agreement, the Union agrees that it shall not authorize, cause, induce, support, or condone any strike, picketing the Employer, sympathy strike, work

stoppage, slowdown of work or walkout by any employees covered by this Agreement. It is further agreed that the honoring of a picket line shall constitute a violation of the Section.

2. Employees who engage in any such acts shall be deemed to have violated this Section and may be subject to discipline up to and including discharge.

3. In the event an unauthorized strike, slowdown, stoppage of work, planned inefficiency, or any curtailment of work, the Union must, within twenty-four (24) hours of receiving notice from the Employer, publicly disavow the unauthorized action, post notices that such action is unauthorized, and order the employees to return to work immediately and notwithstanding the existence of any picket line.

B. No Lockouts.

During the term of this Agreement, the Employer shall not lockout any employees covered in this Agreement.

30. SAVINGS CLAUSE

The provisions of this Agreement are severable, and if any provision of this Agreement is held illegal by any board or court of competent jurisdiction, the parties shall not be bound by the provision affected by the decision, but all other provisions shall continue in full force and effect.

31. TERM OF AGREEMENT

- Three-year term
- Automatically renews from year to year unless either party gives written notice to modify or terminate Agreement at least sixty (60) days prior to the expiration date. Notice shall be served via hand delivery, overnight delivery service, or certified mail.

32. COMPLETE AGREEMENT

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all lawful subjects or matters of collective bargaining and that this Agreement sets out the Union's and Employer's complete agreement on all subjects on which they bargained or could have bargained. For the duration of this Agreement, neither the Union nor the Employer shall be required to bargain about any other subject or matter.

33. SCHEDULE A - WAGES

Booksellers, Receivers, and Other Bookstore Staff

Tenure/Experience	CBA Year 1	CBA Year 2	CBA Year 3
Starting no exp.	\$16.25	D.C. minimum + .15	D.C. minimum + .15
1	plus \$.30	plus .30	plus .30
2	.30	.30	.30
3	.30	.30	.30
4	.30	.30	.30
5+*	.30	.30	.30

*Not to exceed \$20/hour

Coordinators, Associates, And Branch Booksellers

Tenure/Experience	CBA Year 1	CBA Year 2	CBA Year 3
Starting no exp.	\$17.25	D.C. minimum + \$1.15	D.C. minimum + \$1.15
1	plus .30	plus .30	plus .30
2	.30	.30	.30
3	.30	.30	.30
4	.30	.30	.30
5+ **	.30	.30	.30

**Not to exceed \$21/hour

Deputy Directors, Supervisors, Managers, And Videographer

Tenure/Experience	CBA Year 1	CBA Year 2	CBA Year 3
Starting no exp.	\$18.25	D.C. minimum + \$2.15	D.C. minimum + \$2.15
1	plus .30	plus .30	plus .30
2	.30	.30	.30
3	.30	.30	.30
4	.30	.30	.30
5+ ***	.30	.30	.30

*** Not to exceed \$22/hour

Coffeehouse Staff

Tenure/Experience	CBA Year 1	CBA Year 2	CBA Year 3
Starting no exp.	\$16.10 + tips	D.C. minimum + tips	D.C. minimum + tips
1	plus .10 + tips	plus .10 + tips	plus .10 + tips
2	.10 + tips	.10 + tips	.10 + tips
3	.10 + tips	.10 + tips	.10 + tips
4	.10 + tips	.10 + tips	.10 + tips
5+ ****	.10 + tips	.10 + tips	.10 + tips

****Not to exceed \$17/hour

Non-bargaining unit employees shall not be allowed to partake in the tipped wage pool.

Applicable to all Bargaining Unit Employees:

1. To move to the next year level, an employee must have worked at least four (4) months at Politics and Prose. For example, for new employees whose start date is between July 1, 2022 and February 28, 2023, the employee’s start date for computing wage progression will be July 1, 2022. If the start date is between March 1, 2023 and June 30, 2023 the employee’s start date for computing wage progression will be July 1, 2023.
2. Any current employee in the bargaining unit whose wage does not increase by at least sixty cents (\$0.60) when this scale is first applied after the Agreement is ratified will receive a raise such that the gain for the employee will be at least sixty cents (\$0.60). This does not apply to employees who received an increase to the D.C. minimum wage on July 1, 2022 or were hired or promoted on or after March 1, 2022. Employees who have been employed by the Employer for six (6) or more years shall receive a minimum seventy-five cents (\$0.75) per hour increase over their current hourly in year one (1).
3. Adoption of this approach to wages, which is based on tenure, would mark a departure from Employer’s previous merit-based approach. As a result, Employer will no longer grant merit increases. The Employer will continue to do annual performance evaluations of employees for use in determining possible promotions and for fostering further communication between employees and managers about job and career development matters.
4. Bonuses. If in years two (2) and three (3) of this Agreement the Employer’s total cost of compensation for bargaining unit employees for the respective fiscal year ending on September 30th is equal to or less than thirteen percent (13%) of the Employer’s total sales for the fiscal year, employees will receive a bonus equal to one (1) week of pay, prorated for employees who have been employed for less than one (1) year. If the compensation costs for bargaining unit employees exceed thirteen percent (13%) of total sales for the fiscal year, no bonuses will be paid. For the purposes of this provision “Compensation

Costs” include the following: wages, payroll taxes, insurance premiums, IRA contribution, and the cost of other benefits provided to bargaining unit employees. The bonuses awarded under this provision will be paid to employees in December following the close of the respective fiscal year.

There will be no bonuses in 2022.

5. Pay increases shall be retroactive to July 4, 2022, provided the CBA is ratified by September 6, 2022.

34. SIDE LETTER

The Employer agrees to continue its existing practice of first asking for volunteers before assigning Connecticut Ave employees to a branch location, branch employees to Connecticut Ave, or any non-Events employee to offsite events. This side letter does not apply to all-staff meetings or all hands-on deck events.

When employees are reassigned to an alternate work location after arriving at their home store, the Employer will continue its current practice of paying employees for time spent traveling from their home store to the alternate location. The Employer will also reimburse for mileage or public transit fare, provided the Employer vehicle is unavailable. The Employer does not compensate employees for time spent commuting to work.



Mark P. Federici
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