

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**BARNES & NOBLE COLLEGE BOOKSELLERS, LLC**  
**AND**  
**NATIONAL UNION OF HOSPITAL**  
**AND HEALTH CARE EMPLOYEES,**  
**AFSCME, AFL-CIO AND ITS AFFLIATE DISTRICT 1199C**

**JULY 1, 2018 - JUNE 30, 2023**

**As Amended 7/1/2021**  
**with respect to the Wage and Benefit Fund Reopener**

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AGREEMENT made and entered into as of July 1, 2018, as amended effective 7/1/2021, with respect to the Wage and Benefit Fund Reopener, by and between BARNES & NOBLE COLLEGE BOOKSELLERS, INC. (hereinafter the "Employer") and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, and its affiliate District 1199C (hereinafter referred to as the "Union"), with its offices at 1319 Locust Street, Philadelphia, Pennsylvania, acting herein on behalf of the employees of the Temple University bookstores operated by the Employer, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees".

**W I T N E S S E T H:**

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the Employer as well as of its Employees and to avoid interruptions and interferences with the Employer's operations and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

# **ARTICLE I**

## **RECOGNITION**

### Section 1.

a. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of the Employees located at the Temple University bookstores in the following job classifications: stock clerk/sales clerk, office clerk, cashier, shipping and receiving clerk and textbook clerk.

b. This Agreement shall not apply to (i) temporary Employees, and (ii) students of Temple University. A temporary Employee is defined as one who is hired for a period of up to four (4) months and is so informed at the time of hire, or who is hired for a special project, or to replace an Employee on leave or vacation. The said four (4) months period may be extended up to an additional four (4) months or for the length of maternity leave of the Employee being replaced, with the consent of the Union, which shall not be unreasonably withheld. Students excluded by the Agreement shall include any Temple University student, including those working through the student help program and the College Work-Study Program.

Section 2.

This Agreement shall apply to and continue in full force and effect at any location to which a Temple University bookstore may move or shall be established in the Delaware Valley provided the Employer shall operate that store.

Section 3.

Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Section 1.

Section 4.

At the time a new Employee subject to this Agreement completes his probationary period, the Employer shall deliver to said Employee a copy of this collective bargaining Agreement. The cost of publishing such copies of this Agreement shall be borne equally by the Employer and the Union.

Section 5.

Part-time Employees covered by this Agreement shall receive benefits in accordance with the language of each benefits section of this agreement.

Part-time Employees are defined as those Employees who regularly work more than twenty (20) hours per week but less than thirty-five (35) hours per week.

## **ARTICLE II UNION MEMBERSHIP**

### Section 1.

An Employee employed on the effective date of this Agreement who is a member of the Union on such date shall remain a member in good standing for the duration of this Agreement.

### Section 2.

An Employee employed on the effective date of this Agreement who is not a member of the Union on such date shall apply for membership in the Union on or before the thirtieth day after the later of (a) the effective date of this Agreement, or (b) the expiration of the Employee's probationary period (including any extension thereof), and shall remain a member in good standing for the duration of this Agreement.

### Section 3.

Any Employee hired after the effective date of this Agreement shall apply for membership in the Union within thirty (30) days after the expiration of that Employee's probationary period, including any extension thereof, and shall remain a member in good standing for the duration of this Agreement.

Section 4.

Any Employee who fails to apply for membership in the Union as required by Sections 2 and 3 or who fails to maintain membership in good standing as required by Sections 1, 2 and 3 shall be discharged upon the written request of the Union. For purposes of this Article II, an Employee shall be considered to be a member in good standing if he or she timely tenders his or her periodic dues and any initiation fee uniformly required as a condition of membership to the Union.

**ARTICLE III  
CHECK-OFF**

Section 1.

Upon receipt of a written authorization from an Employee in the form annexed hereto as in Appendix A, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the Employee's probationary period, and remit to the Union regular monthly dues as fixed by the Union. Any initiation fees valid under Article II shall be deducted under this Section.

Section 2.

Upon receipt of a written authorization in the form annexed hereto from an Employee applicable to Credit Union deductions, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each

pay period starting not earlier than the first period following the completion of the Employee's probationary period, the sum specified in said authorization and remit the same to the Temple Credit Union or the District 1199 Credit Union to the credit or account or accounts of said Employee, provided that said Employee is eligible to maintain an account at said credit union.

Section 3.

The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, (b) transfer to a job other than one covered by the bargaining unit, (c) layoff from work, (d) an approved leave of absence or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. This provision, however, shall not relieve any Union members of the obligation to make the required dues payment pursuant to the Union constitution in order to remain in good standing.

Section 4.

The Employer shall not be obliged to make deductions of any kind from any Employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions. Employees returning from Leave of Absence or transferring from a different classification shall have their check-off continued or resumed immediately.



Section 5.

Each month, the Employer shall remit to the Union deductions made from the wages of Employees for the preceding month, together with a list of all Employees from whom deductions have been made and their social security numbers. In the event the Employer's monthly contribution shall be in arrears by more than forty-five (45) days the matter may be referred to the grievance and arbitration procedure for disposition including the possibility of penalty.

Section 6.

The Employer will furnish the Union each month with the names of newly hired Employees, their addresses, social security numbers, pay grades, classifications of work, their dates of hire, and the names of terminated Employees, their pay grades, together with their dates of termination and names of Employees on leave of absence and returning from leave of absence, their departments, pay grades, and the names of Employees transferred into and out of bargaining unit positions and their pay grades. Employees shall promptly notify the Employer of changes in their address or names. The Employer shall provide to the Union, once yearly, an updated seniority list by January 31st of each year.

Section 7.

The Union shall indemnify and save the Employer harmless from any claims, suits, judgments, expenses (including attorney's fees), attachments and

from any other form of liability as a result of making any deduction in accordance with the foregoing authorization and assignment.

## **ARTICLE IV NO DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political belief, sex, age, sexual orientation, Union membership or non-membership, disability (provided such disability does not interfere with the performance of work responsibilities or duties) or any other protected characteristic. The Employer and the Union will cooperate in the effectuation of an Affirmative Action Program.

## **ARTICLE V UNION ACTIVITY, VISITATION, BULLETIN BOARDS AND DELEGATE MEETINGS**

### Section 1.

No Employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his working time or in working areas at any time.

### Section 2.

Representatives of the Union, after receiving permission of the General Manager or his designee, shall have reasonable access to the bookstore premises for the purpose of administering this Agreement.

### Section 3.

The Employer will provide bulletin boards which may be used by the Union for the purpose of posting only Union notices. Such bulletin boards shall be conspicuously located and at places readily accessible to the Employees' place of work. There shall be one bulletin board at each store at which an Employee is employed.

### Section 4.

The work schedules of Employees elected as Union Delegates shall be adjusted so far as practical to permit attendance at regularly scheduled delegate assembly meetings after normal working hours, provided that the Employer's operations shall not be impaired. The Union shall give reasonable notice to the General Manager of such regularly scheduled meetings and the names of the Delegates.

### Section 5.

Delegates shall be given reasonable opportunity from time to time to investigate grievances and otherwise carry out Union business pertaining to their departments. However, this is a privilege and must not be abused. Any abuse such as roaming, taking excessive time or not limiting activities to Union matters shall be grounds for discipline. In every instance a Delegate shall first secure the permission of his or her immediate supervisor before temporarily leaving his or her work station.

## **ARTICLE VI PROBATIONARY EMPLOYEES**

Newly hired Employees for a period of sixty (60) days, shall be considered probationary from the date of employment, excluding time lost for sickness and other leaves of absence. An Employee who has been in temporary status in the same job for six (6) consecutive months and is hired as a regular Employee (defined as an Employee who has completed the probationary period and whose terms and conditions of employment are governed by the terms of the current Collective Bargaining Agreement) in the same job shall serve thirty (30) days as the probationary period. The Employer, with the mutual consent of the Union, may extend the probationary period of any Employee for an additional thirty (30) days. Such consent shall not be unreasonably withheld by the Union. The discipline, termination or suspension of any probationary Employee, with or without cause, by the Employer shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE VII SENIORITY, LAYOFFS, PROMOTIONS AND TRANSFERS**

### Section 1. Definition

Seniority is defined as an Employee's length of continuous regular full-time service, since his last date of hire by the Employer at the bookstores at Temple University. Employees who were hired on the same date will be carried on the seniority list alphabetically by last name. Delegates of the Union shall be

deemed to have the greatest seniority for purposes of layoff and recall only.

Employees employed at the Temple University bookstores on the effective date of this Agreement shall retain the seniority accrued as of that date.

Section 2. Accrual of Seniority

a. An Employee's seniority shall commence after the completion of his probationary period and shall be retroactive to the start of his probationary period.

b. Temporary Employees as defined by Article I, Section I(b) and Article VI, shall have no seniority during the time they occupy the status of temporary Employees, but should any temporary Employee become a regular Employee, his seniority shall be retroactive to the date of employment subject to the provisions of Section (a) above.

c. Seniority shall accrue:

1. During an authorized leave-of-absence with pay.
2. During an authorized leave-of-absence without pay because of personal illness or accident or maternity leave for a period of time not to exceed the lesser of six (6) months or an Employee's seniority as defined in Article VII, Section 1.

d. An Employee will not accrue, but will not lose seniority:

1. During an authorized leave-of-absence without pay.
2. During a layoff not in excess of the lesser of twelve (12) months or the Employee's seniority as defined in Article VII, Section 1.

Section 3. Loss of Seniority

An Employee shall suffer loss of seniority when he:

- a. Voluntarily terminates his regular full-time employment.
- b. Is discharged for cause.
- c. Willfully exceeds the length, or violates the purpose, of an authorized leave-of-absence.
- d. Is laid off for a period of twelve (12) months or the length of an Employee's seniority as defined in Article VII, Section 1, whichever is less.
- e. Fails to report in accordance with a notice for recall from layoff within seventy-two (72) hours of the time specified in the notice sent by certified mail to the last address furnished to the Employer by the Employee. The Employer shall send a copy of the notification to the Union.
- f. Fails to report for recall to the assigned job.
- g. An absence from work for three (3) consecutive days without notice or permission shall be deemed a voluntary resignation.

Section 4. Layoff

- a. In the event of a layoff, temporary Employees shall be laid off first, then probationary Employees, then regular part-time Employees, and then regular full-time Employees on the basis of their seniority.
- b. In the event a full-time regular, non-probationary Employee is scheduled to be laid off, he may either bid for a posted vacant position in accordance with Section 6 below or displace another Employee of equal or lesser

grade on the basis of seniority, provided he has the ability to perform said job within thirty (30) days. The immediate supervisor shall determine the Employee's acceptability.

c. In the event a full time regular Employee is laid off, he or she will be placed in an open position, if available of equal or lesser grade provided said Employee has the requisite skill and ability to perform said job. The Employee shall serve the regular probationary period for the job and the immediate supervisor shall determine the Employee's acceptability. If said Employee does not successfully complete the probationary period, then he or she will be placed on recall.

d. The Employer will post vacant positions, including those occupied by probationary Employees in the bargaining unit (except for those probationary Employees in a training program).

e. The Employer agrees to meet and discuss layoffs. Employees scheduled to be laid off shall be entitled to two (2) weeks' notice or pay in lieu thereof.

#### Section 5. Recall from Layoff

- a. Employees on layoff shall be recalled as follows:
1. To a position, if open, previously held successfully by the Employee regardless of place on recall list.
  2. In reverse order of layoff to other open positions with the following provisions:

- (a) Employees may not up-grade from the recall list.
- (b) The Employee must be acceptable to the hiring supervisor.
- (c) The Employee must have the ability to perform the open position. The hiring supervisor shall determine the Employee's acceptability for the position during the applicable probationary period for a newly hired Employee in that Grade level.

b. When probationary or part-time Employees are laid off they shall have no recall rights.

Section 6. Promotional/Transfer Opportunities

a. Posting

- 1. Openings for bargaining unit positions shall be posted for five (5) days at selected bulletin boards throughout the Temple University bookstores and online through the Internal Career Board accessed through HR Connect.
- 2. Any Employee interested in being considered for any open position must apply online, through HR Connect/Myself/My Company/View Opportunities.
- 3. A vacancy created by a successful bidder for an initial posting shall also be posted. Additional vacancies created by bidding shall not be posted. The Employer may fill such positions under "d" below.



4. An open position shall be defined as a position which has been posted for which no acceptable bidders have been found under this Article or a position which need not be posted in accordance with Section "a" 3 above.
5. All bidders shall be notified of the determination of their bid in writing in a timely manner.

b. When a promotional/transfer opportunity occurs Employees who have bid shall be considered first on the following basis:

1. Ability to perform job.
2. Approval of hiring supervisor.
3. Satisfactory work record.
4. Finally, on the basis of seniority.

c. Where positions are not filled by "a" and "b" above, the Employer shall have the right to fill such positions from the outside or from whatever other sources the Employer may deem suitable.

d. When an Employee is awarded a promotional/transfer opportunity he shall not be eligible for promotion/transfer for six (6) months thereafter.

e. Probationary Period

1. An Employee who has accepted a promotional/transfer opportunity shall have thirty (30) calendar days to prove that he can perform in the new position satisfactorily.

2. The hiring supervisor shall determine the Employee's acceptability at the end of thirty (30) days.
3. An Employee who has accepted a promotional/transfer opportunity and is disqualified under "e" 1 and 2 above:
  - (a) Shall be returned to position held prior to bidding, provided that position has not been filled.
  - (b) If such position has been filled, the Employee may be offered an open position equivalent in grade or below provided that the Employee:
    - (i) Can perform that position.
    - (ii) Has approval of the hiring supervisor.
    - (iii) Serves a thirty (30) calendar day probationary period in accordance with (e) 1 above.
  - (c) Should there be no suitable openings available in accordance with e3(b) the disqualified Employee shall be laid off subject to recall in accordance with Section 5 above.

f. Compensation

1. An Employee not on the salary scale shall be compensated for a promotional opportunity by being paid the hiring rate for that grade level during the probationary period.

## ARTICLE VIII RATES OF PAY

### Section 1.

<b>POSITION</b>	<b>GRADE</b>	<b>HIRING RATE</b>	<b>60 DAY RATE</b>
Part time Position(s)	N/A	7/1/2018 - \$14.50 7/1/2019 - \$14.50 7/1/2020 - \$14.50 7/1/2021 - \$15.00 7/1/2022 - \$15.00	7/1/2018 - \$14.75 7/1/2019 - \$14.75 7/1/2020 - \$14.75 7/1/2021 - \$15.25 7/1/2022 - \$15.25
Cashier/Sales Clerk	D	7/1/18 - \$17.95 1/1/19 - \$18.31 7/1/20 - \$18.68 7/1/21 - \$19.15 7/1/22 - \$19.63*	7/1/18 - \$18.05 1/1/19 - \$18.41 7/1/20 - \$18.78 171/21 - \$19.25 7/1/22 - \$19.73*
Textbook Clerk, Office Clerk Support/Invoices, Shipping & Receiving	E	7/1/18 - \$18.24 1/1/19 - \$18.60 7/1/20 - \$18.97 7/1/21 - \$19.44 7/1/22 - \$19.93 *	7/1/18 - \$19.71 7/1/19 - \$20.10 7/1/20 - \$20.50 7/1/21 - \$21.01 7/1/22 - \$21.54*
Office Clerk II	F	7/1/18 - \$19.47 7/1/19 - \$20.05 7/1/20 - \$20.65 7/1/21 - \$21.17 7/1/22 - \$21.70*	7/1/18 - \$21.05 7/1/19 - \$21.47 7/1/20 - \$22.54 7/1/21 - \$23.10 7/1/22 - \$23.68*

\* Effective 7/1/2022, wage rates shall increase 2.5% unless the Trustees of the Benefit Fund modify the employer contribution rate, currently at 35.1% of gross wages. In the event such contribution rate is changed, the parties shall re-open as to this Article VIII Rates of Pay and Article XVII Welfare only. The Article XIV NO STRIKE OR LOCKOUT shall be waived if such negotiations occur.

Section 2.

Employees employed at the Temple University bookstores on October 1, 1987 may be transferred to other job classifications but shall have their wages "red circled" so that their wage rates will not be reduced. This provision shall not apply to Employees hired after October 1, 1987.

Section 3.

Part time employees shall be hired at the rate of \$15.00 and be eligible for an increase to \$15.25 after 60 days. Thereafter, part time employees shall be eligible for increases on the dates on which full time employees receive their increases and in the same flat amount or percent as the increase granted to full time bargaining unit members.

**ARTICLE IX  
HOURS OF WORK**

Section 1.

- a. Nothing in the Agreement shall be construed as a guarantee of hours of work.
- b. Notwithstanding the foregoing, effective upon the date of ratification of this Agreement, hours worked in excess of thirty-five (35) in a week shall be paid at straight time and overtime at the rate of one and one-half times the straight time rate shall be paid for hours worked in excess of thirty-seven and one-half

(37.5) in a week. The straight time rate shall be calculated based on a thirty-five (35) hour week.

Section 2.

Paid time off, with the exception of Holiday Pay, will not be counted as time worked for purposes of calculation of overtime.

Section 3.

a. Employees shall be required to work overtime when assigned for the proper administration of the Employer's operations.

b. The assignation of overtime will be equitably distributed among Employees of the same classification.

Section 4.

All work performed on an Employee's sixth (6th) consecutive day of work shall be compensated at one and one-half (1-1/2) times an Employee's regular rate of pay. All work performed on the seventh (7th) consecutive day of work shall be compensated at two (2) times an Employee's regular rate of pay.

Section 5.

There shall be no pyramiding of overtime and/or premium pay.

Section 6.

a. If an Employee reports for work on his normal shift and no work is available for him, he shall receive four (4) hours of pay at his regular rate of pay; provided, however, that if the Employee has been notified not to report at least one (1) hour in advance of his scheduled starting time the Employee shall not receive said reporting pay.

b. For the purposes of the foregoing, an Employee shall be deemed to have been notified by the Employer if the Employer, by the designated advance time, telephoned to, and left a message not to report at, the telephone number supplied to the Employer by the Employee for this purpose.

c. In the event of strikes, stoppages in connection with labor disputes, breakdowns of equipment, fire, flood, or acts of God that interfere with work being provided, the above provisions shall not apply.

**ARTICLE X  
GRIEVANCE PROCEDURE**

Section 1.

Any grievance which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be resolved in the following manner:

Step 1. An Employee having a grievance and his Union delegate shall discuss it with his immediate supervisor within five (5) working days after it arose or should have been known to the Employee. The

Employer shall give its response through the supervisor to the Employee and his Union delegate within five (5) working days after the presentation of the grievance.

Step 2. If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing on grievance forms provided by the Employer, signed by the grievant and his Union representative, and presented to the Department Head. A grievance so presented in Step 2 shall be answered in writing within five (5) working days after its presentation.

Step 3. If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step to the General Manager. The General Manager shall hold a hearing within five (5) days and shall thereafter render a decision in writing within five (5) days.

## Section 2.

Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Section 3.

Without waiving its statutory or management rights, a grievance on behalf of the Employer may be presented initially at Step 3 by notice in writing addressed to the Union at its offices.

Section 4.

An Employee who has been suspended or discharged, or the Union on his or her behalf, may file within five (5) business days of the suspension or discharge a grievance in writing in respect thereof with the General Manager at Step 3 of the foregoing Grievance Procedure. Any prior written warnings applicable to the Employee shall be mailed to the Union by the Employer within five (5) days after the Employee is notified of his or her discharge.

Section 5.

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

Section 6.

Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.



Section 7.

A grievance which affects a substantial number of a class of Employees may initially be presented at Step 2 or Step 3 by the Union. The grievance shall then be processed in accordance with the Grievance Procedure.

**ARTICLE XI  
ARBITRATION**

Section 1.

A grievance, which has not been resolved may, within thirty (30) working days after completion of Step 3 of the Grievance Procedure, be referred for arbitration by the Employer or the Union to the American Arbitration Association for resolution under the Voluntary Labor Arbitration Rules of the American Arbitration Association then prevailing.

Section 2.

The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

Section 3.

The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees.

Section 4.

The arbitrator shall have jurisdiction only over grievances after completion of the Grievance Procedure and he shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

**ARTICLE XII  
RESIGNATION**

Section 1.

Any Employee who resigns shall give the Employer two (2) weeks advance written notice.

Section 2.

An Employee who gives such notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time earned on the effective date of the resignation or termination. If notice is not given as provided above, an Employee shall not be entitled to such payment, provided it was physically possible for the Employee to have given such notice.

**ARTICLE XIII  
MANAGEMENT RIGHTS**

The management of the Employer's operations and the direction of its working forces including, but not limited to, the right to plan, direct and control all duties and functions performed by members of the bargaining unit herein involved, the right to hire, discipline or discharge Employees for cause, to transfer,

promote or relieve Employees from duty because of lack of work or other reasons, the maintenance of discipline, order and efficiency, the right to establish, revise, maintain and enforce reasonable work standards and schedules, to make from time to time and enforce reasonable work rules, to introduce new work methods and facilities, and to change or eliminate existing methods whether or not the same causes any reduction in the working force, or reorganize or combine operations with any consequent reduction or other changes in the working force, is vested exclusively in the Employer; provided that this section will not be used for the purpose of discriminating against any Employee on account of membership in the Union. The rights of management are limited only as expressly limited by the language of this Agreement.

## **ARTICLE XIV NO STRIKE OR LOCKOUT**

### Section 1.

Neither the Union nor any Employee shall engage in any strike, sit-down, sit-in, slow-down, cessation, stoppage or interruption of work, boycott, or other interference with the operations of the Employer during the term of this Agreement.

### Section 2.

The Union, its officers, agencies, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or

interruption of work, boycott, or other interference with the operations of the Employer or ratify, condone, or lend support to any such conduct or action.

Section 3.

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- a. Publicly disavow such action by the Employees.
- b. Advise the Employer in writing that such action by Employees has not been called or sanctioned by the Union.
- c. Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately.
- d. Post notices at Union Bulletin Boards advising that it disapproves such action, and instructing Employees to return to work immediately.

Section 4.

The Employer will not lock out Employees during the term of this Agreement.

## **ARTICLE XV UNPAID LEAVE**

### Section 1.

Employees shall be eligible for unpaid leave in accordance with the following:

a. Maternity Leave

Whenever any Employee shall become pregnant, she will furnish the Employer with a certificate from her physician stating the expected date of delivery. She shall be permitted to continue to work through the term of her pregnancy, or she may leave earlier if her physician and/or the Employer's employee health physician certifies that she is unable to continue working. Maternity leave shall not exceed six (6) months after delivery or termination of pregnancy; however, said leave may be extended an additional six (6) months upon written application to, and approval by, the Employer. An employee who wishes to return to work within the original six (6) month period stated above must so notify the Employer in writing at the time her maternity leave commences. An employee will be entitled to return to her former position or to a lesser position at her former pay grade.

b. Military Leave

Employees will be granted military leaves of absence in accordance with applicable laws. In addition, Employees will be granted leaves of absence without pay to attend National Guard, U.S. Reserve training camps, and other similar involuntary military obligations.

c. Union Business

A leave of absence for a period not to exceed one (1) year shall be granted to Employees with at least one (1) year of seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of the Employer. In no event shall the number of Employees on this leave exceed one (1) at any one time. Upon return to work an Employee shall be entitled to return to his former position if it is vacant or filled by a temporary or probationary Employee. Otherwise, an Employee shall be able to exercise the recall rights specified in Article VII.

d. Other Leaves

A leave of absence for any Employee may be approved by the General Manager for a period not in excess of thirty (30) days, and may be renewed upon application to, and approval by the Employer. An Employee returning from an unpaid leave of absence shall be returned to their former position provided that position has not been filled. If the position had been filled, the Employee shall be considered laid off subject to Article VII, Section 4.

e. Family Medical Leave

The provisions of the Family Medical Leave Act of 1993, as amended, shall apply to all members of the bargaining unit, except where a greater benefit exists under the Collective Bargaining Agreement or state law.

Section 2

While on an unpaid leave of absence, an Employee shall not be entitled to earn holiday pay, nor to accrue sick leave time or vacation credits. An Employee shall accrue seniority subject to the provisions of Article VII. During such leaves of absence all benefits shall cease, unless the Employee is able to make arrangements to pay the full cost of such benefits. As a condition of reinstatement following a leave of absence for illness, the Employer may require the Employee to receive the approval of the Employee health service physician.

Section 3.

Except as provided above, Employees on leave of absence shall not be permitted to accept other employment during such leave. Violators shall be terminated.

**ARTICLE XVI  
PAID LEAVE**

Section 1. Funeral Leave

1. An Employee will be granted up to three (3) days off for the death of an immediate family member. If the funeral is more than 250 miles from your home, up to two additional days may be granted.

Immediate family is defined to include:

- Spouse or Domestic Partner\*
- Children
- Parents
- Brothers and Sisters
- Grandparents
- Grandchildren
- Mothers and Fathers-In-Law
- Sisters and Brothers-in-Law
- Sons and Daughters-In-Law

\* A domestic partner is defined as an individual of the same or opposite sex who resides with the employee and with whom the employee has shared their life in an intimate and committed relationship.

2. An Employee shall make every effort to notify his or her supervisor prior to taking such leaves. The Employer reserves the right to demand proof of any death and relationship for which leave is taken.

## Section 2. Jury Duty

An Employee who is called to jury duty shall be entitled to leave. Upon receipt of a summons to appear, the Employee is to provide the Employer with a copy of the Notice. Upon the employee's return to work he/she must



present a receipt of attendance (issued by the court) confirming jury duty attendance.

On any day that the Employee is released from jury service and four (4) or more hours remain on the Employee's regularly scheduled shift, the Employee is expected to return to work for the remainder of the day unless otherwise directed by a member of Management.

Employees will be compensated at their regular rate of pay while serving on jury duty. Employees do not need to remit their Jury Duty pay to offset their wages.

## **ARTICLE XVII WELFARE**

### Section 1.

a. (1) Effective July 1, 2018, the Employer shall contribute monthly a sum equal to 36.4% of gross payroll of Employees, exclusive of Employees who have not completed their probationary periods, to the District 1199C Benefit Fund for Hospital and Health Care Employees (the "Benefit Fund"). Between the ratification of this contract and 6/30/2021, this rate may be increased by the Trustees of the Benefit Fund, if necessary, but not higher than a rate of 38.8% of gross payroll.

(2) In the event the Benefit Fund determines that an increase in contribution rate is necessary between the effective date and 6/30/2021, this Agreement will be reopened for the sole purpose of negotiating over the rate the

employer shall pay to the Benefit Fund. The No Strike, No Lockout clause (Article XIV) shall be waived if such negotiations occur.

(3) In the event the Benefit Fund determines that an increase in contribution rate is necessary between 7/1/2021 and 6/30/2023, this Agreement shall be reopened for the purpose of negotiation over the rate the employer shall pay to the Benefit Fund. The No Strike, No Lockout clause (Article XIV) shall be waived if such negotiations occur.

(4) Effective July 1, 2021, the Employer shall contribute monthly a sum equal to 35.1% of gross payroll of Employees, exclusive of Employees who have not completed their probationary periods, to the District 1199C Benefit Fund for Hospital and Health Care Employees (the "Benefit Fund").

(5) Effective July 1, 2022, the 35.1% contribution rate may be modified by the Trustees of the Benefit Fund, but not higher than 36.4% of the gross payroll. In the event the Trustees of the Benefit Fund do modify the 35.1% contribution rate, as of July 1, 2022, this agreement will be reopened for the sole purpose of negotiating the July 1, 2022 wage increase in Article VIII RATES OF PAY. The Article XIV NO STRIKE OR LOCKOUT shall be waived if such negotiations occur.

b. (1) Effective July 1, 2018, each full time bargaining unit employee who enrolls in the plan described above, shall have twenty dollars (\$20.00) per week deducted from their pay (on a pre-tax basis) for single coverage and thirty dollars (\$30.00) per week deducted from their pay (on a pre-tax basis) for coverage beyond single coverage.

(2) Effective July 1, 2019, the full time employee contribution toward the Benefit Fund shall be twenty-five dollars (\$25.00) per week for those

employees electing single coverage and forty dollars (\$40.00) per week for those employees electing coverage beyond single coverage. These deductions shall be on a pre-tax basis.

(3) Effective July 1, 2021, each employee electing single coverage shall pay a total of \$35 (Thirty-Five Dollars) per week and each employee electing other than single coverage shall pay \$60 (Sixty Dollars) per week toward the benefits provided by the Benefit Fund. However, if the employee doesn't complete the health risk assessment ("HRA") and biometric screening, these amounts shall be increased by \$20 per week (\$55 single; \$80 other than single). All employee contributions shall be paid by payroll deduction (on a pre-tax basis).

(4) Effective July 1, 2022, each employee electing single coverage shall pay an additional \$10 (Ten Dollars) for a total of \$45 (Forty-Five Dollars) per week and each employee electing other than single coverage shall pay \$60 (Sixty Dollars) per week. However, if the employee doesn't complete the health risk assessment ("HRA") and biometric screening, these amounts shall be increased by \$20 per week (\$65 single; \$80 other than single). All employee contributions shall be paid by payroll deduction (on a pre-tax basis).

c. (1) Effective 7/1/2018, all employee contributions made pursuant to this Article, in excess of twenty dollars (\$20.00) per week, shall be remitted to the District 1199C Benefit Fund for Hospital and Health Care employees by the Employer.

(2) Effective 7/1/2021, all employee contributions made pursuant to this Article, in excess of forty dollars (\$40.00) per week shall be remitted to the

District 1199C Benefit Fund for Hospital and Health Care employees by the Employer.

Section 2.

Such benefit payments by the Employer shall be made monthly based upon the previous month's payroll.

Section 3.

The District 1199C Benefit Fund for Hospital and Health Care Employees shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provide for equal representation by the Union and the employers contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his decision shall be final and binding. The Employer and the Union agree to a permanent panel of arbitrators for disputes involving the Health and Welfare.

Section 4.

An independent certified public accounting firm shall audit the District 1199C Benefit Fund for Hospital and Health Care employees annually and a certified statement from said accountant of the results thereof shall be furnished to the Employer.

Section 5.

Together with the periodic payments herein provided, the Employer shall submit regular monthly reports in such form as may be reasonably necessary for the sound and efficient administration of the Fund. The Employer will provide social security numbers on benefit reports.

Section 6.

The Employer agrees to make available to the Fund such records of Employees as classifications, names, social security numbers, and accounts of payroll and/or wages paid which the fund may require in connection with the sound and efficient operation of the Fund or that may be required by ERISA or that may be required in order to determine the eligibility of Employees for Fund benefits, and to permit an account for the Fund to audit such records.

**ARTICLE XVIII  
SAVINGS PLAN**

The Employer's 401(k) plan for Employees shall be available to the Employees covered by this Agreement. All Plan provisions regarding eligibility and participation shall apply.

## **ARTICLE XIX ARBITRATION RELATING TO FUNDS**

Any controversy or dispute between the Union and the Employer arising out of Articles XVII and XVIII shall be submitted to arbitration before the American Arbitration Association.

## **ARTICLE XX HOLIDAYS**

### Section 1.

Full-time Employees who have completed their first thirty (30) calendar days of full-time employment shall be entitled to eleven (11) holidays. These eleven (11) holidays shall be distributed throughout the year as follows:

- New Year's Day
- Dr. Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day
- Two (2) additional days which may be scheduled in accordance with an Employee's personal preference.

### Section 2.

The additional days shall be taken at a mutually agreeable time and shall be requested at least seven (7) days in advance. Once scheduled, these days shall not be cancelled by an Employee without the consent of the Employer. In the event of an unforeseen emergency, Employees may request use of either or both floating holidays on less than the stated notice. The Employer reserves the

right to ask about the nature of the emergency and reserves the right to ask for supporting documentation. Consent for such requests shall not be unreasonably withheld.

Section 3.

Employees will receive their regular rate of pay for each holiday observed, provided that they are on active pay status when the holiday is observed. Active pay status shall be defined as all paid leave, worker's compensation, paid sick leave, annual field training, and civil disturbance duty not to exceed fifteen (15) calendar days.

Section 4.

In order to be eligible for holiday benefits, an Employee must have worked the last scheduled work day before and the first scheduled work day after the holiday (or day selected in lieu of the holiday), except in the case of an illness or accident preventing the Employee from working as evidenced by written certificate of a physician or other proof if requested by the Employer. An Employee who fails to report for work on a holiday when scheduled to work shall not receive pay for the unworked holiday.

Section 5.

In the event it is necessary to require an Employee to work on a holiday, the Employee shall be compensated at two and one-half (2 1/2) times his regular rate of pay for time worked or shall be given one and one-half (1 1/2)

times his regular rate of pay for time worked plus one (1) paid compensatory day within thirty (30) calendar days of the holiday, as determined by the Employer. In making the determination, the Employer will take into consideration the Employee's expressed preference. An Employee shall not be considered as working on a holiday if the shift upon which he is working started prior to the holiday.

Section 6.

If a holiday falls during an Employee's vacation, such day shall not count as a day of vacation taken.

Section 7.

If work schedules permit, the Employer will continue its policy of allowing Main Campus, Tyler and Ambler Campus Employees time off on days preceding and following certain holidays where the services of the said Employees are not deemed necessary.

Section 8.

The two Holidays scheduled in accordance with the employee's personal preference may be taken in one-half day intervals.

Section 9.

- (a) A Part time employee shall be eligible for paid holidays after the completion of 60 days of service.



- (b) Each paid holiday for a part time employee shall be equal to 1/5 of the Part time employee's regularly scheduled weekly hours.

## **ARTICLE XXI VACATIONS**

### Section 1.

Employees employed as of the date of this Agreement shall be eligible for vacations with pay each year in accordance with the schedule in effect immediately prior to the effective date of this Agreement and their seniority as defined in Article VII, Section 1.

### Section 2.

An Employee shall not be considered to have worked during a month unless the Employee has been employed by the 15th day of the month.

### Section 3.

Vacation schedules shall be established by the Employer taking into account the wishes of eligible Employees and the staffing needs of the Employer. Employees shall submit their vacation requests in writing no later than two weeks in advance of the first day of the desired vacation. All vacation schedules shall be subject to the approval of the Employer provided that in the event of conflicts vacations shall be scheduled on a first come, first approved basis and that seniority shall govern with respect to vacation requests submitted on the same date. In the event of an unforeseen emergency, Employees may request use of a

vacation day without the requisite two (2) weeks' notice. The Employer reserves the right to ask about the nature of the emergency and reserves the right to ask for supporting documentation. Consent for such requests shall not be unreasonably withheld.

Section 4.

Vacation pay shall be based upon an Employee's regular rate of pay. Each vacation week granted shall be calculated based on the employee's regularly scheduled hours being worked at the time the vacation is granted and each vacation day shall be 1/5 of the weekly scheduled hours.

Section 5.

No part of an Employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year and may not be accumulated. Employees will not be compensated for vacation time not taken. An employee's scheduled vacation may be changed to sick leave, if available, provided that the Employee can provide proof of inpatient care.

Section 6.

Employees terminated involuntarily and Employees who give two (2) weeks' notice of voluntary termination shall be entitled to accrued vacation pay.

Section 7.

Upon the Employee's written request, the Employee will be paid his vacation pay the pay day before starting his vacation, provided such vacation is scheduled at least four (4) weeks in advance.

Section 8.

All new Employees hired after the date of this Agreement shall be entitled to vacation as follows:

Length of service as of July 1

one (1) year	2 weeks
five (5) years	3 weeks
fifteen (15) years	4 weeks

Up to one week of an employee's vacation may be taken in one-half day increments, provided, in each case, that the vacation time is approved by the Employer.

**ARTICLE XXII  
PAID SICK LEAVE**

Section 1.

"Sick leave" is defined as an absence of an Employee from work by reason of illness or accident which is non-work connected or is not compensable under the Workers' Compensation Laws of Pennsylvania. Employees may also use paid sick time to address the illness of an immediate family member. The employer reserves the right to ask for information about who is ill and to confirm the individual's relationship to the employee. The employer will not unreasonably withhold consent.

Section 2. Eligibility and Benefits

a. An Employee who has completed his probationary period is eligible for one (1) day of sick leave earned at the rate of the said day for each full month of continuous service retroactive to his date of hire but not to exceed a total of ten (10) days for any one (1) year. As of July 1 of each year Employees with at least one (1) year of service shall be credited with ten (10) days of sick leave.

b. Unused sick leave may be accumulated up to a maximum of one hundred forty (140) days. Notwithstanding the foregoing, employees hired after July 1, 2013 may not accumulate more than twelve (12) sick days at any time.

c. Sick time shall be credited for part time Employees based on their regularly scheduled weekly hours being worked at the time the sick time is granted. When taken, a full sick day shall be the equivalent of 1/5 of the weekly scheduled hours.

Section 3.

Pay for any day of approved sick leave shall be paid at the Employee's regular rate of pay.

Section 4. Notification and Proof of Illness

To be eligible for benefits under this Article, an Employee who is absent must notify his supervisor at least one (1) hour before the start of his regularly scheduled work day, unless proper excuse is presented for the

Employee's inability to call. The Employer may require written certification by a physician or other proof of illness or injury hereunder. Employees who have been on sick leave also may be required to be examined by the Employer's Employee health service physician or his designee, before being permitted to return to work.

Section 5.

- a. Subject to the provisions of Article XV Employees requesting an unpaid medical or maternity leave of absence may elect to "freeze" any unused sick leave.
- b. Unused sick leave retained by (a) above may be used only after an Employee returns to active employment.

**ARTICLE XXIII  
SHIFT DIFFERENTIAL**

Section 1.

The shift differential for full-time Employees working on a shift which begins at or after 12:00 noon and before 9:00 a.m. shall be thirty-five cents (\$.35) per hour. An Employee who is entitled to a shift differential for work on his regular shift shall receive the shift differential for overtime hours that are an extension of his regular shift. A shift differential shall not be paid when Employees are authorized to exchange shifts temporarily for personal reasons.

Section 2.

A shift differential shall not be gained or lost as a result of an extension of shift caused by overtime.

Section 3.

If an Employee is regularly assigned to a shift receiving a shift differential, the differential shall be included in calculating the Employee's vacation, holiday and sick leave pay.

**ARTICLE XXIV  
SEPARABILITY**

This Agreement is subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

**ARTICLE XXV  
PAST PRACTICES**

All past practices are hereby eliminated, except as specifically retained by this Agreement and those listed below:

- a. Library privileges

b. All minor infractions on an Employee's record shall be cleared after one (1) year, provided that the one (1) year shall be free of infractions.

## **ARTICLE XXVI MISCELLANEOUS**

### Section 1. Access to Personnel Files

a. Any Employee and/or the Union, with the Employee's written consent, shall have the right to review the contents of the Employee's personnel file to determine any matter affecting such Employee; however, the foregoing shall not apply to any pre-employment materials.

b. Notice to review such files shall be given by the Employee or the Union in writing to the Employer and the files shall be made available by the Employer within four (4) working days after receipt of such notice. The Union agrees not to utilize this right in an abusive or excessive manner.

### Section 2.

The Employer agrees to meet and discuss to review and update, where necessary, the generic job descriptions, job titles and the criteria for establishing pay grades.

### Section 3.

An Employee who has successfully passed a typing test shall not be required to be retested within a one (1) year period.

Section 4.

The Employer shall continue to provide a safe and secure place of work for its Employees.

Section 5. Joint Safety Committee

The Joint Safety Committee, as established by the Employer and the Union, will meet from time to time for the purpose of making recommendations on safety and health conditions in the work place. The findings of this Committee shall not be subject to the grievance and arbitration provision of this contract.



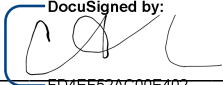
## **ARTICLE XXVII DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from July 1, 2018 and shall remain in effect until and including June 30, 2023 and shall continue in full force and effect thereafter unless and until either of the parties hereto shall give to the other party notice in accordance with the applicable law. Provided that such notice is given, the parties agree that any subsequent collective bargaining agreement shall commence July 1, 2023.

**IN WITNESS WHEREOF, the parties hereto have duly executed this amended Agreement effective July 1, 2021.**

**NATIONAL UNION OF HOSPITAL  
AND HEALTH CARE EMPLOYEES,  
AFSCME, AFL-CIO, AND ITS  
AFFILIATE DISTRICT 1199C**

**BARNES & NOBLE COLLEGE  
BOOKSELLERS, LLC**

By:   
FD4EF52AC00E402...  
Chris Woods  
President, District 1199C  
NUHHCE, AFSCME

By:   
FBB458C276C145F...  
Rhea Kaston  
VP, HR Field & HR Operations

Date: 8/24/2021

Date 8/25/2021

## APPENDIX A

### CHECK-OFF AUTHORIZATION

Date\_\_\_\_\_

To\_\_\_\_\_

You are hereby authorized and directed to deduct an initiation fee from my wages or salary as required by District 1199C, National Union of Hospital and Nursing Home Employees, AFL-CIO, as a condition of membership and in addition thereto, to deduct each month my monthly membership dues from my wages or salary, and to remit all such deductions so made to the National Union of Hospital and Nursing Home Employees, AFL-CIO, no later than the tenth day of each month immediately following the date of deductions or following the date provided in the agreement for such deduction. This authorization shall remain in full force and effect until the same is revoked by me in writing, copies of which revocation have been sent to the Employer and to the Union.

Soc. Sec. No. \_\_\_\_\_

Empl\_ID \_\_\_\_\_

\_\_\_\_\_  
Signature

Dept. \_\_\_\_\_

\_\_\_\_\_  
Address