

# **SKYLIGHT BOOKS**

**FEB 21, 2025-FEB 21, 2028**

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## LETTER OF RECOGNITION AGREEMENT

This Agreement is made and entered into on this date of \_\_\_\_\_ by and between Skylight Books LLC., hereinafter called the "Employer" and Communications Workers of America, AFL-CIO, Local 9003 hereinafter called the "Union".

It is the purpose and intent of this contract to further working relations between the Employer and its Union Employees, hereinafter called the "Employees." The policies set forth within this contract are to govern rates of pay, hours of work and conditions of employment to be observed by all parties.

The Employer agrees not to sell or assign its business without expressly notifying the purchaser or assignee of the existence of this collective bargaining Agreement and this Agreement shall be binding upon all successors and assignees.

### ARTICLE 1 MUTUAL INTERESTS

1. The Employer and the Union recognize that it is in the best interest of both parties, the Employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all Employees in the unit covered by this Agreement, including new hires.
2. Each party shall bring to the attention of all Employees in the unit covered by this Agreement, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose.

### ARTICLE 2 RESPONSIBLE UNION-EMPLOYER RELATIONSHIP

1. The Employer hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment and other conditions of employment.
2. The operation of the Employer's business and the direction of the working force is vested exclusively in the Employer, including, but not limited to, the right to make or enforce reasonable rules and regulations relating to the operations of the Employer's business; establish reporting time; hire, transfer, lay off, promote, demote, discharge for cause, assign, or discipline Employees; relieve Employees from duties because of lack of work or other legitimate reasons; plan, direct, and control operations; determine the amount and quality of work needed; introduce new or improved methods; change practices; and transfer Employees from one location or classification to another, subject however, to the provisions of this agreement.
3. The Employer has the final say in the operation of the business, subject to the

provisions of this Agreement. However, the Employer is cognizant of the interest of Employees in being kept up to date on developments, challenges, and opportunities with regard to the business, and Employees' interest in offering suggestions and feedback. To that end, the Employer will share notes from weekly manager meetings with the Shop Steward, and will do additional staff-wide updates via email or staff meeting as needed. The Shop Steward is free to discuss the contents of the manager meeting notes with staff, and to request clarification from or a meeting with the Employer if the Steward or other Employees have concerns about the business's policies, procedures, or direction.

4. Each bargaining unit Employee employed on or before the effective date of this Agreement and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic union dues.
5. Employees employed or entering into the bargaining unit after the effective date of this Agreement, shall, on or before the thirtieth (30) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic union dues.
6. The Employer agrees within seven (7) calendar days of the date of hiring to notify the Union of the name or names of all persons hired. It shall be the Employee's responsibility to keep the Employer informed of their address or telephone number change on forms provided by the Employer. The first ninety (90) days of employment shall be a probationary period during which time a discharge will not be subject to the grievance process. However, the Employer agrees to discuss with the Union the reasons for discharge prior to terminating the Employee.
7. The Employer agrees to print copies of this Agreement and distribute a copy to each Employee covered by this Agreement and to each new Employee hired by the Employer to perform a job within the bargaining unit.
8. All full-time hourly and part-time hourly Employees in this bargaining unit shall register membership with the Communications Workers of America, Local 9003. Seasonal Employees' term of employment shall not exceed ninety (90) days in a twelve (12) month period unless mutually agreed upon by the Employer and the Union. Any seasonal or temporary shifts that become available must be offered to existing bargaining unit Employees by seniority first, for seven (7) calendar days prior to offering an outside individual the position. Seasonal Employees will be covered under the terms of this Agreement.
9. At the request of the Union, the Employer agrees to supply the Union with the names of any Employees hired by the Employer to perform jobs within the bargaining unit.

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**ARTICLE 3  
PAYROLL DEDUCTION OF UNION DUES**

**SECTION A**

The Employer agrees to make payroll deductions of Union dues and initiation fees or the equivalent thereof when authorized to do so by the Employee on a form supplied by the Union as set forth in Addendum C in an amount as certified to the Employer by the Secretary-Treasurer of Local 9003 and to pay to the Secretary-Treasurer of Local 9003 any amounts so deducted.

**SECTION B**

The Employer agrees that, upon receipt of an individual written request on a form approved by the Employer and signed by an Employee covered by this Agreement, it will deduct monthly from such Employee's wages the amount of Union dues and initiation fees specified in such request and forward the full amount thus deducted to the Secretary-Treasurer of Local 9003 or their authorized agent by the end of the month from when the dues are deducted. Employees hired past the month's first payroll will have their first dues deducted the following month. The request may be revoked by the Employee at any time upon their request to the Employer and such request should be directed to the appropriate Employer representative. The Secretary-Treasurer of Local 9003 can also revoke the dues authorization of any Employee upon the Secretary-Treasurer's of Local 9003 written request to the Employer's appropriate representative.

In general, dues deductions will be made in designated pay periods in the current month for properly executed dues deduction authorizations received by the appropriate Employer representative on or before the twenty-fifth (25th) day of the preceding month. However, the Employer assumes no responsibility either to the Employee or to the Union for any failure to make or for any errors in making such deductions, but will make such efforts as it deems appropriate in correcting any such errors or omissions.

**SECTION C**

An Employee's authorization shall be automatically cancelled upon termination of employment, or upon termination of this Agreement. An Employee's authorization shall be suspended upon leave of absence in excess of thirty (30) calendar days. The Employee's authorization shall be reinstated after a return from leave of absence.

**SECTION D**

Any change in the amount of monthly Union dues will be certified to the Employer by the Secretary-Treasurer of Local 9003 at least four (4) weeks prior to the effective date. A certification which changes the dues shall become effective the month following the date the Employer receives such certification.

## **ARTICLE 4 NO DISCRIMINATION**

1. Neither the Employer nor the Union shall discriminate against any Employee because of such Employee's race, color, creed, religion, sex, sexual orientation, gender identity, marital status, veteran's status, or national origin; and to the extent provided by applicable state and federal law, neither the Employer nor the Union shall discriminate against any Employee because of such Employee's age, physical handicap or mental handicap.
2. It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any Employee in their right to join or assist any labor organization.
3. The Employer agrees to notify the Union Representative at the hiring of any new Employee and afford an opportunity for the Union Representative to explain, on Employer-paid time, the Union benefits and responsibilities within thirty (30) days of hire.
4. The Employer agrees that the National Representative of the Union shall be allowed onto the location where workers are employed under the terms of this Agreement. This access shall be at a reasonable time and shall, in all cases, be cleared with management prior to entering.

## **ARTICLE 5 COMMITMENT TO QUALITY**

The Employer and the bargaining unit Employees are committed to making customer satisfaction our first priority. To do this, we will strive to comprehend our customers' needs and expectations so we can meet or exceed them. We are all responsible for providing quality services to our customers in order to enhance our competitive position. Customer practices and procedures will support this policy. Customer satisfaction and loyalty is our greatest source of employment security.

## **ARTICLE 6 COMMITMENT TO HEALTH AND SAFETY**

### **SECTION A**

1. No Employee shall be required to work in an area that may be hazardous to their health or safety. The Employer and all of the Employees covered by this Agreement agree to work together to ensure the health and safety of all Employees and customers.
2. Employer Commitment to Safety. 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 laws and regulations. Safety efforts will include, but not be limited to:

2.1. Health and Safety Committee. Within thirty (30) days of ratification of this Agreement, the parties shall establish a joint Health & Safety Committee for the purpose of promoting health and safety at the bookstore. This Committee shall be composed of one paid Union member (selected by the Union) and one manager (selected by management). This Committee will meet biweekly to discuss safety concerns and potential solutions and their duties will include (but are not limited to): doing a walk-through of the store every 60 days to make sure working conditions and areas are safe and up to standards set by OSHA-CA, as well as noting accessibility issues that should be reviewed and addressed, reviewing Employee safety concerns and discussing improvements, compiling a list of resources for Employees to call instead of LAPD when further assistance is needed, researching ways to improve ventilation in the store, etc. These meetings may be delayed if one or both members have planned leave. If the leave(s) may exceed thirty (30) days, an interim committee member will be named to conduct the missed meetings. All Health and Safety Committee meetings and actions will take place on the clock during regular working hours. The Employer will meet all regulations set by relevant health and safety agencies and will hear out Employee concerns and exceed health and safety regulations when practical.

2.2. Safety Procedures. There shall be a clear set of written safety procedures in case of fire, earthquake, or active shooter. These procedures will be developed and/or sourced by the Employer and will be included as part of every new Employee's training. The Employer will also conduct a yearly review of the procedures for all Employees and twice-yearly drills that cover opening and closing shifts.

2.3. De-escalation Training. De-escalation training will be provided for Employees once a year and for new Employees within 3 months of 3 new Employees being hired.

2.4. It is the sole responsibility of the Employer to maintain a clean and sanitary work environment, including delegating cleaning tasks to Employees as necessary.

2.5. The Employer will oversee daily cleaning of the litter box of a store cat and the provision of food and clean water daily. Employees may assist with the effort but will not be disciplined for declining. The Employer agrees to make reasonable accommodations for any Employees with allergies to a store cat.

3. Provision of Adequate Office Supplies. The Employer agrees to provide office supplies (such as floor mats, office chairs, etc.), maintain their upkeep, and replace them when needed. It is the duty of the Shipping and Supplies Coordinator to suggest which supplies are needed and when they need maintenance or replacing.



4. All stairs must remain free of boxes and other materials.
5. Procedure Regarding Hazardous Work. An Employee who experiences or encounters an incident or "close call" that the Employee believes could have resulted in an injury to anyone or property damage must immediately notify a manager so the Employer can meet their duty to take necessary corrective action.
6. Right to Refuse Hazardous Work. Employees have the right to refuse work they believe to be hazardous and shall be protected from any retaliation from the Employer for refusing and/or reporting the hazardous work and/or conditions. In the case an Employee refuses to do work they believe is hazardous, the Employer has the option to discuss with a Union Representative strategies to mitigate the hazard. The Employer and Union Representative will make a good faith effort to find a solution that allows the work to be completed by Employees safely.
7. On-the-job Accidents/Injuries. An Employee who has an on-the-job accident, whether or not the Employee believes any injury resulted, must as soon as possible notify a manager. The primary purpose of this requirement is to allow the Employer to ensure that the Employee is properly treated, investigate the accident or injury, and/or take any necessary corrective action. Employees shall be allowed to seek immediate treatment for any injuries sustained without retribution from the Employer.
8. Worker's Compensation Claims. The Employer agrees to cooperate, to the fullest extent of local, state, and federal law, with any compensation claims brought by Employees who have been injured on the job. Employees shall be allowed to file Workers' Compensation Claims without discouragement or fear of retribution from the Employer.
9. Reasonable Accommodation. The employer shall make a reasonable effort to accommodate Employees who have an off-the-job injury or illness with light-duty work wherever possible.
10. Prohibition of LAPD. In the interest of public safety and as part of the Employer's and the Union's ongoing commitment to antiracism, the Employer agrees not to hold public safety meetings hosted by the LAPD on its premises.
11. Store Incident Procedures. The Employer and the Union enter into a mutual agreement to preserve the dignity of all community members (including those who are underserved), and treat them with respect. Both parties pledge to end the practice of using the police as a resource to confront patrons based on racial and/or class discrimination.

11.1. Commitment to Addressing Issues Without Involving LAPD. The Employer and the Union shall enter into a mutual agreement when it becomes appropriate

to contact the LAPD. In case of incidents requiring intervention, all Employees will rely on practices learned during de-escalation training. In addition, the Health and Safety Committee shall compile a list of local resources to call for help if backup or further assistance is needed.

11.2. Right to Refuse to Call LAPD. Employees reserve the right to refuse to call the police in all circumstances without fear of retribution or consequence.

11.3. Prohibition on Following People Outside the Store. All Employees are prohibited from following people who are or were in the store (or who are on the premises) out of the store and/or off the premises for any reason, barring non-confrontational reasons (such as the person forgot their purchase, etc.)

12. Protection from Harassment. The Employer and the Union enter into a mutual agreement that harassment of any kind shall not be tolerated.

12.1. Internal Harassment. All Employees of the Employer shall be held to the same standard in this regard and any kind of harassment (physical, sexual, discrimination based upon race, creed, religion, age, gender, sexual orientation or disability) in any form (written, verbal, physical, visual) is prohibited and may lead to termination.

12.2 External Harassment. To the extent possible, the Employer agrees to protect Employees from customer harassment. This includes (but is not limited to) allowing Employees to take reasonable actions to act in defense of themselves or their co-workers to stop or prevent harassment without fear of retaliation or consequence.

13. Safe and Reasonable Working Hours. In-store working hours are 9:00 a.m. to 10:30 p.m. daily. Annual inventory is an exception to this rule. Any hours worked later than 10:30 p.m. shall be paid at time and a half.

14. If public transit (including the bus, light rail, and/or subway) have been shut down or are experiencing delays of over an hour (or "significant delays"), Employees will not face any retaliation for being late to work.

15. Notification of Store Closure. If the store closes, Employees will be notified by the Employer by email or text two hours before their scheduled shift. If two hours' notice is not possible, Employees will be notified by the Employer by phone or text at the soonest possible opportunity.

16. Opportunity to Make Up Missed Time. If the store closes for any reason, Employees will have the opportunity to make up for time missed within that pay period, use vacation pay, use sick pay, or accept unpaid time off. Employees will notify the

Employer of their decision within the pay period that the closure occurs. If the store closure occurs on the last day of the pay period, Employees with available paid time off will be allowed to take a paid day of leave within 48 hours as compensation.

17. The "permanent"/ongoing store schedule will include no fewer than four (4) employees at the store during work hours. If a resignation or resignations result in unfilled shifts on the permanent store schedule that result in fewer than four employees at the store on one or more shifts, those will be filled within 30 days with either permanent reassignments, new hires, or covers. Every effort will be made to find covers for employees taking approved or unapproved time off when it would result in fewer than four employees at the store on a given shift, but given that Employer does not mandate shift pickups, Employer will not be held responsible for uncovered absences of regularly scheduled employees.

## **SECTION B**

1. Employees are expected to follow the Shoplifting Prevention policy as outlined in the Employee handbook: Good customer service is almost identical to good methods of preventing shoplifting losses. It includes: Acknowledging a customer promptly; being alert and closely watching all areas of the store; and always keeping the store neat.
2. Employees should ensure a safe and equitable shopping experience for our customers by never profiling a customer based on that person's ethnicity or any other innate characteristic.
3. Employees should not put themselves or others in danger when shoplifting has been detected. Employees will not be reprimanded for failing to approach a shoplifter.
4. It is not the policy of Skylight Books to report nonviolent shoplifting incidents to the police.
5. Employees should promptly report shoplifting incidents to a manager, so the customer may be identified on the surveillance system and an image distributed to staff. Customers who are known shoplifters are not allowed in the store. Bargaining unit Employees shall not be required to confront known shoplifters if they feel it is a threat to their safety.

## **SECTION C**

1. The Employer will not host events or participate in cosponsorship with the police department or any police-affiliated organizations. The Employer will not donate money to police-sponsored organizations.

**Article 7**  
**EQUITY AND INCLUSION**

1. **Employer Commitment to Equal Opportunity Hiring Process:** The Employer is committed to ensuring equal opportunity employment at Skylight Books and building a diverse and inclusive workplace. To that end, the Employer will make a good faith effort to recruit a diverse applicant pool. A continuing de facto lack of diversity in the workplace, resulting through no specific fault of any party, shall be regarded as a failure to fulfill this commitment. In the event it is deemed necessary by either party, the Employer and the Union agree to the formation of a Special Labor-Management Task Force that shall have as its sole purpose to endeavor to bring about a more satisfactory fulfillment of this commitment.

1.1. The Employer agrees that bookselling experience shall not be used as the only determination for hire. (For example, any retail and/or customer service experience must be considered as relevant to a floor bookseller position.)

2. **Internship Program:** The Employer commits to a paid internship program which will focus on outreach to historically marginalized communities in order to introduce bookselling as a profession. The intern bookseller must be enrolled in high school and can be scheduled for no more than sixteen (16) hours per week. The Employer shall not reduce the hours of any bargaining unit Employee as a result of this Agreement. The Equity and Inclusion Committee shall provide input about the intern's duties and responsibilities.
3. **Union Representation at Job Candidate Interview Debriefings:** A Union Steward or other representative designated by the Union and paid by the Employer shall be present for debriefings with the Employer related to the hiring of new bargaining unit Employees. After the conclusion of any interview debriefing where a Union Steward is present, the hiring manager shall take under consideration any thoughts or recommendations made by the Steward.
4. **Diversity Training:** The Employer commits to providing annual diversity training, where completion is mandatory for all bargaining unit Employees, owners, and non-union Employees.
5. **Committee:** The Equity and Inclusion Committee of four (4) or fewer bargaining unit members will be formed by the Union. The Committee shall meet on the Employees' own time, except in situations initiated by the Employer.

5.1. The Equity and Inclusion Committee shall issue recommendations on how to improve and maintain the Store's commitment to diversity, equity, and inclusion. This includes, but is not limited to, assessing books and sidelines materials for potentially harmful content and recommendations for displays,

events, and social media content. The Employer pledges to seriously consider such recommendations and shall issue an official, written response within a month of receipt of any official, written recommendation. The Employer is encouraged to regularly consult the Committee.

## **ARTICLE 8 JUST CAUSE & PROGRESSIVE DISCIPLINE**

1. Discipline and Discharge. No Employee shall be disciplined or discharged except for just cause. Discipline shall be defined to include verbal notification (which will be confirmed in writing and placed in the Employee's personnel file), written notification, Performance Improvement Plans, and/or discharge within this framework of just cause. When the Employer is considering discipline of an Employee, it generally will not take into account discipline that was issued more than one (1) year prior to the date of the current discipline.

1.1. Union Notification. A copy of all written discipline given to Employees shall be sent to the Union Representative within 72 hours of the Employer providing such documents to the Employee who is disciplined. Within 72 hours of the discharge, the Employer shall send notification of an Employee's discharge and will provide the Union Representative with the reason(s) for discharge unless the Employee objects. If the Employer fails to comply with these requirements, such failure may prompt the initiation of the grievance procedure as outlined in ARTICLE 9.

2. Right to Union Representation in Disciplinary Meetings. The Employer agrees that when an Employee covered by this Contract attends a meeting for purposes of discussing an incident that may lead to disciplinary action including, but not limited to, suspension, demotion, or termination of that Employee because of that particular incident, the Employee shall be advised of their right to be accompanied by a representative of the Union. If the Employee wishes to have a Union Steward present, the meeting cannot begin until the Employee and Steward have had a minimum of ten (10) minutes and a maximum of one (1) hour on the clock--unless more time is mutually agreed upon--to meet privately immediately prior to the meeting. The meeting will be deferred until a Steward is present, even if that means holding the meeting on another day.
3. First offense. Instances of workplace-related conduct or behavior which will provide just cause for discharge for a first offense are limited to the following:
  1. Theft or time clock theft
  2. Unprovoked physical attacks (such as fighting) and stalking
  3. Severe incidents of unlawful discrimination or harassment (as defined in ARTICLE 6).

4. Possessing firearms in the workplace
  5. Deliberate dishonesty connected with gaining employment
  6. The Employer may take whatever disciplinary actions it deems appropriate for items 1-5 up to and including termination, although any such discipline is still subject to the grievance procedure.
4. Final Paycheck. A terminated Employee will receive payment for all earned wages in the final paycheck which shall be paid within the time limits established by California law. Except for an Employee who is terminated in circumstances constituting just cause for termination for a first offense under ARTICLE 8, the Employee shall be entitled to a cash payout of all Earned Leave.
5. Progressive Discipline. In the interest of maintaining a workplace that is collaborative and fosters growth, the Employer agrees to a progressive disciplinary process that focuses on improvement rather than punishment. If it is determined that an Employee's performance needs correction, the steps will be as follows:
- 5.1. Verbal notification. A manager will verbally notify the Employee of the correction needed. This notification will occur as closely as possible to the incident in question or to the General Manager being made aware of the performance issue. Employees have the right to have a Union Steward present at the meeting and must be informed of this right by the manager before the meeting begins. If the Employee wishes to have a Union Steward present, the meeting cannot begin until the Employee and Steward have had a minimum of ten (10) minutes and a maximum of one (1) hour on the clock--unless more time is mutually agreed upon--to meet privately immediately prior to the meeting. The meeting will be deferred until a Steward is present, even if that means holding the meeting on another day. If the Employer chooses to include documentation of the verbal warning in the Employee's personnel file, the Employer will provide a copy to the Employee. If, after six (6) months, the issue for the verbal notification has been corrected or resolved, the verbal notification may be removed.
  - 5.2. Written notification. If the issue has not been resolved by at least one verbal notification, a manager will sit down with the Employee to discuss it further. Employees have the right to have a Union Steward present at the meeting and must be informed of this right by the manager before the meeting begins. If the Employee wishes to have a Union Steward present, the meeting cannot begin until the Employee and Steward have had a minimum of ten (10) minutes and a maximum of one (1) hour on the clock--unless more time is mutually agreed upon--to meet privately immediately prior to the meeting. The meeting will be deferred until a Steward is present, even if that means holding the meeting on another day. Once the meeting begins, the manager and Employee (with Union Steward present) will discuss a plan to resolve the issue. Once a plan is agreed upon, it will be put in writing and three (3) copies will be made and provided to the manager (for the Employee's personnel file), the

Employee, and the Union. These copies will be provided by the manager within 72 hours of the meeting.

5.3. Performance Improvement Plan. If the issue is not resolved within a period of no fewer than four (4) weeks of the previously mentioned meeting, the manager and Employee will sit down again. The Employee will again be informed of their right to have a Union Steward present and again be given a minimum of ten (10) minutes and a maximum of one (1) hour on the clock--unless more time is mutually agreed upon--to meet with the Steward prior to the meeting. Again, the meeting will be deferred until a Union Steward is present, even if that means holding the meeting on another day. In this meeting, the manager and Employee will again discuss solutions for improvement. If it is determined that the Employer did not fulfill their end of the plan established in the last meeting, the Employee will again be given no fewer than four (4) weeks to make the agreed improvements under the agreed upon circumstances and will not progress to the next disciplinary step. If it is determined that the Employer did fulfill their end of the plan, the Employee will be given a Performance Improvement Plan (PIP). The purpose of the PIP is to outline the necessary steps to make the agreed upon improvement and to make clear to the Employee that the next step could be disciplinary. Three (3) copies will be made and provided to the manager (for the Employee's personnel file), the Employee, and the Union. These copies will be provided by the manager within 72 hours of the meeting.

5.4. Escalation Process. Every step of this process must be followed consecutively for each disciplinary action. The process may not be escalated and steps may not be skipped on the basis of previous discipline or for separate incidents.

5.5. Termination. If, after the progression of the steps outlined here and after no fewer than four (4) weeks after the establishment of the PIP, the Employee has not made the agreed-upon improvements, termination is permissible but not mandatory. Such terminations are subject to the grievance procedure.

5.6. Union Notification of Termination. Within 72 hours of any termination, the Employer will send notification of an Employee's discharge and will provide the Union Representative with the reason(s) for discharge unless the Employee objects.

6. Employer Agreement to Progressive Discipline Process. The Employer shall not take disciplinary steps that circumvent, whether intentionally or de facto, the Progressive Discipline process outlined here, including, but not limited to, the involuntary reduction of an Employee's hours or removal from differential tasks.
7. Limits on Employer Investigation Tactics. The Employer agrees to conduct their investigations using reasonable tactics. They are prohibited from using a polygraph or

any other technological verification processes, from interrogating Employees without a Union Steward present (unless an Employee waives their right to representation), and from lying to Employees in order to coerce a confession.

8. Protection for Whistleblowers. The Employer agrees to protect the right of Employees to report any activity they believe to constitute a violation of law, rules, or regulations or a substantial and specific danger to public health and safety. Employees who do so shall not be subject to retribution or termination.

## ARTICLE 9 GRIEVANCE PROCEDURE

1. Definition of Grievance. A grievance is defined as any dispute which arises during the term of this Agreement concerning the scope, interpretation or application of its provisions.
2. Informal Problem-Solving Process. Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding that grievances will be filed at the step in which there is authority to adjudicate, provided a manager is notified. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance.
3. Grievance Hours. Grievances processed through Step 2 of the grievance procedure shall be heard during normal store business hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal working hours shall be allowed to do so without suffering a loss in pay. If these meetings take place outside of an Employee's regular scheduled hours, the Employee shall be remunerated at their regular pay rate.
4. Time Limits. Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Failure by the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation of the procedure in this Article shall allow the Union to proceed to the next step without waiting for the Employer to reply at the previous step.
5. Grievance procedure. A grievance shall be processed in accordance with the following procedure:

Step 1. A grievance shall be submitted in writing to the Store Manager within thirty (30) calendar days from the first occurrence of the action or within thirty (30) calendar days from the date of discovery. The grievance shall include a description of the incident, alleged contract violation, and the date it occurred. Two (2) Union Representatives, designated by the Union and paid by the Employer, shall attend this meeting. The Step 1 meeting will be held within ten



(10) calendar days of the notification of grievance, unless the parties mutually agree to extend the timeframe. The Store Manager will inform the Union Representative of the Employer's position and rationale at the conclusion of the Step 1 meeting.

Step 2. If the grievance is not resolved as provided in Step 1, the Union Representative will notify the Employer in writing of intent to escalate the grievance to Step 2 within thirty (30) calendar days following the Step 1 meeting, or the date when the Step 1 meeting should have been held. The Step 2 meeting will be held within ten (10) calendar days of the date of the Step 1 escalation. Two (2) Union Representatives, designated by the Union and paid by the Employer, shall attend this meeting. The General Manager will inform the Union Representative of the Employer's position and rationale at the conclusion of the Step 2 meeting and in writing within 48 hours.

## 6. Arbitration.

6.1. In the event any grievance arising hereunder cannot be resolved through negotiations between the parties hereto under the procedures here and above set forth, the matters shall be submitted to arbitration by the Union to the Employer and in accordance with the following procedures. The Union will notify the Employer of its intention to arbitrate within a reasonable time, not to exceed forty-five (45) calendar days following the date of the final meeting of the grievance procedure. Such notice to the Employer may be made orally and confirmed in writing within seven (7) calendar days.

6.2. If the grievance proceeds to arbitration, the parties or their designated representatives shall meet and attempt to select an arbitrator. If the parties are unable to select an arbitrator, the Union and/or the Employer shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association, and the parties within ten (10) working days after receipt of the list of arbitrators, shall select therefrom one (1) arbitrator by alternately deleting names from the list until a last name remains, the parties flipping a coin to determine who shall be entitled to the first deletion.

6.3. Arbitration Expenses. The compensation and expenses of the Arbitrator and the general expenses of the arbitration will be borne by the Employer and the Union in equal parts. Each party will bear the expense of its representatives and witnesses.

6.4. All decisions within the power of the Arbitrator will be final and binding on all parties.

**ARTICLE 10**  
**SHOP STEWARDS**

1. The Union shall have the right to select unlimited stewards for each of the Employer's facilities whose duties shall include, but not be limited to, the following: receiving complaints, meeting with Employer representative(s) to attempt to resolve disputes, and representing other bargaining unit Employees in investigatory interviews which could reasonably result in disciplinary action against the Employee. The Union agrees to provide training to all Shop Stewards prior to their assignment. The Union will provide the Employer with written notice concerning the identity of the Shop Steward prior to the date upon which the selected Employee begins performing duties as a Steward. The Union agrees that the Shop Stewards' duties shall be so conducted as not to interfere with the conduct of the Employer's business or interfere with the performance of their own work. The Union reserves the right to revoke any member's designation as Shop Steward. Management will introduce all new Employees to the designated store Shop Steward.
  
2. Shop Steward Meetings with Employees. The Shop Steward shall not be permitted to meet with bargaining unit Employees during the working time of either the steward or the Employee. The Shop Steward is permitted to meet with Employees on the Employer's premises in the performance of their duties as a Steward, provided that doing so does not interfere with customers or the Store's operations.
  
3. Shop Steward Meeting with the Employer. Stewards shall perform all Union business on their own time. However, the following Steward functions will be performed on Employer paid release time.
  - 3.1. To act as a representative of a grievant at the specified steps of the grievance procedure if the grievant so desires; and
  - 3.2. To provide representation for Employees during investigatory interviews and disciplinary meetings conducted by the Employer. It is agreed that an Employee, upon their request, is entitled to have a Union Steward and/or Union Representative present during disciplinary meetings or investigatory interviews where the Employee reasonably believes that such investigation will result in disciplinary action.
  
4. Labor/Management Committee. The Employer and the Union agree that open communication is beneficial to the collective bargaining relationship. Therefore, not more than two (2) representatives of the Employer and not more than two (2) members of the bargaining unit shall constitute the Labor/Management Committee. The parties agree to meet at the request of one of the parties, under the conditions set forth in this paragraph at mutually agreed times and places to address topics of mutual interest and concern such as bookstore policies and practices (but not including health and safety issues). The meetings shall be limited to one (1) hour, and shall be on paid time for any bargaining unit member. No fewer than seventy-two (72) hours before the time of the

meeting, the party calling the meeting must present a written agenda specifying the matters to be discussed at the meeting. The matters addressed shall not be grievable unless otherwise subject to the grievance procedure and meetings shall not constitute bargaining sessions. The parties expressly do not delegate to the participants in these meetings the authority to modify, amend, or terminate the collective bargaining Agreement, or to settle or discuss formal grievances. There will not be more or less than one meeting per calendar quarter, unless the parties expressly agree in writing, or neither party requests a meeting.

#### **ARTICLE 11 VISIT TO STORES**

Duly authorized Representatives of the Union not on the payroll of the Employer shall be permitted by management to visit the store for the purpose of observing conditions under which members of the Union are working and see that this Agreement is being followed, provided that such visits shall not interfere with customer service nor interrupt any Employee's work. The Union Representative agrees to inform management immediately upon their arrival at the store. Representatives of both parties will conduct themselves in a courteous, businesslike manner.

#### **ARTICLE 12 BULLETIN BOARDS**

The Union shall provide a bulletin board at Skylight Books for the posting of official notices of the Union. It shall be at the Employer's discretion as to where the bulletin board shall be located, so long as the location is in an area that is readily accessible to all bargaining unit Employees. The bulletin board shall measure two (2) feet by three (3) feet

#### **ARTICLE 13 MEAL AND REST PERIODS**

1. Rest periods shall be fifteen (15) minutes. For a shift greater than 6 hours, one rest period shall be taken within the first half of the shift, and one rest period shall be taken within the second half of the shift. Rest periods shall be paid.
2. Meal periods shall be thirty (30) minutes. The meal period shall start no sooner than two (2) hours nor later than five (5) hours after an Employee is scheduled to report for work. Meal periods shall not be paid.

#### **ARTICLE 14 SENIORITY**

1. With regard to promotions, seniority shall govern on a bargaining unit basis, where in the judgment of the employer, skill and ability are equal. With regards to layoffs or recall from layoffs, seniority shall govern on a bargaining unit basis. In exercising its judgment

regarding relative skill and ability, the Employer will not act arbitrarily or capriciously.

2. The Employer shall give laid off Employees notice of recall by Certified Mail sent to the Employee's last known address. Employees given notice of recall must advise the store manager of their intent to return to work no later than three (3) days following the date of the Certified Letter, and must report to work on the first scheduled day of work thereafter.
3. The Employer may hire Employees from any source in filling positions within the bargaining unit. The Employer will post a notice within the store and via email of available openings within the bargaining unit for seven (7) calendar days prior to offering an individual the position. The Employer will have discretion to hire the applicant of its choosing; however if the Employer believes two candidates are equal with regard to merit and ability, it will give preferential consideration to applicants from within the bargaining unit. In addition, where, in the judgment of the Employer, two candidates from within the bargaining unit are equal with regard to merit and ability, preference will be given to the candidate with seniority.
4. When a full-time Employee leaves or reduces their hours to part-time, another part-time member of the bargaining unit must be offered full-time within thirty (30) days.
5. If an Employee resigns, and then is re-hired, their seniority will be recognized provided their return is within ninety (90) calendar days from their resignation.

## **ARTICLE 15 WORK SCHEDULES**

1. The straight time work week for full-time Employees shall consist of thirty to forty (30-40) hours to be worked within four (4) or five (5) days between Monday and Sunday, both inclusive, and a straight-time work day shall consist of up to eight (8) hours. Employees who work an average of fewer than thirty (30) hours per week on a quarterly basis will be designated part-time Employees.
2. At least every ninety (90) days, the Employer shall give Employees the opportunity to request permanent schedule changes.
3. The Employer shall have the right to determine the work schedules of all bargaining unit Employees. Scheduling shall be conducted in accordance with the operational requirements of the Employer, within the following guidelines:
  - 3.1. Schedule changes shall not be made in an arbitrary or capricious manner.
  - 3.2. All full-time Employees shall be normally entitled to one weekend day (Saturday or Sunday) off per week; however, the Employer is not precluded from scheduling an Employee for both weekend days if warranted by

operational needs or by mutual agreement.

3.3. No full-time Employee shall normally be required to work more than three closing shifts per week but may do so by mutual agreement or if warranted by operational needs.

3.4. Before a work schedule is changed, the affected Employee will be notified in writing no fewer than forty-eight (48) hours before the change, except by mutual agreement.

4. Employees shall be permitted to trade shifts with other Employees provided the shift trade does not impair the operations of the business.
5. The daily schedule of work hours shall be 4.75 to eight (8) hours per day, except by mutual agreement. Inventory and the Festival of Books are exceptions.
6. Employees who report to work upon the direction of the Employer and are sent home by the Employer shall be paid in accordance with California law.

6.1. Staff meetings shall be held during Employees' normal work hours. No Employee shall be required to attend staff meetings on their days off.

7. If the store closes early due to holidays, filming, or events (including the annual staff party), everyone scheduled to work that day must be given the option to fulfill all their normally scheduled hours on that day.

## **ARTICLE 16 OVERTIME/HOLIDAY PAY**

1. The Employer may require Employees to work overtime whenever required by its operations. The assignment of Employees for overtime work shall be determined exclusively by the Employer, provided that overtime assignments shall not be made in an arbitrary or capricious manner. The following shall be paid for at the rate of one and one-half (1 ½) times the straight time rate of pay:

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

1.2. Work performed in excess of five (5) hours from the beginning of the work day without a meal period except when six (6) consecutive hours complete the work shift.

1.3. New Year's Day (January 1), Memorial Day (last Monday in May), Juneteenth (June 19), Independence Day (July 4), Labor Day (first Monday in September), Indigenous Peoples Day (second Monday in October), Christmas Eve.

**ARTICLE 17  
HOLIDAYS**

1. Observed Paid Holidays: Thanksgiving Day (fourth Thursday in November) and Christmas Day (December 25) shall be observed by closing Skylight Books and paying all Employees who were normally scheduled to work those days at their straight time rate of pay.
2. Any Employee laid off the day prior to Thanksgiving Day or Christmas Day shall receive pay for said holiday if they were regularly scheduled for that day.
3. Any work performed by Employees on the holidays named shall be paid for in addition to the holiday pay.

**ARTICLE 18  
PERSONAL TIME OFF & VACATION/PTO SCHEDULING**

1. Full-time Employees, defined as Employees who regularly work at least thirty (30) hours per week receive vacation days in the following schedule, with all vacation days 'front loaded' at the beginning of the year and prorated for the time of the year that one becomes full-time.
  - Upon initial eligibility the full-time Employee is entitled to six (6) vacation paid days each year.
  - After one (1) full year of eligible service, starting from the date the full-time Employee starts to earn vacation benefits, the Employee is entitled to eleven (11) vacation paid days each year.
  - After three (3) full years of eligible service (and every year afterward), starting from the date the full-time Employee starts to earn vacation benefits, the Employee is entitled to sixteen (16) vacation paid days each year.

In addition, part-time employees will receive one (1) vacation day in each calendar year. To be eligible, Employees must complete 90 days of service in an eligible employment classification.

All employees will earn four (4) additional vacation hours if they work 300 or more hours in a fiscal quarter, to be calculated and awarded at the end of every fiscal quarter. Total additional vacation days will not exceed two vacation days (16 hours) in a calendar year. Hours worked will be calculated as actual hours worked exclusive

of paid time off or leave. The hours will be counted via payrolls dated within the calendar year; in cases of the first and last pay periods of the year, this may mean some hours worked in the prior year will count toward the total if they appear on the first year's payroll, and hours worked at the end of the current year will not, if they're paid in the following year. Hours worked will reset with the first payroll processed in the following year.

2. An Employee may accumulate and carry over unused vacation from one calendar year to the next.
3. Any Employee who resigns or is laid off, or is terminated after completing their probationary period, shall receive pro rata vacation pay in accordance with the above provisions. Carried-over vacation time must be paid out in full.
4. Vacations will be granted on a first come, first served basis. If multiple requests for the same date(s) are received within a 72-hour period, they will be decided based on seniority providing that granting any such vacation does not adversely affect the store's operational needs.
5. Rate of Vacation Pay: The rate of vacation pay shall be the straight-time hourly rate which the Employee earned upon the last day worked prior to the commencement of their vacation.
6. Advance Vacation Pay: An Employee whose scheduled vacation will entail their absence from work on seven (7) or more consecutive calendar days may elect to receive their vacation pay in advance by notifying the Store Manager.

## **ARTICLE 19 LEAVES OF ABSENCE**

1. The Employer may, in its discretion, grant an additional unpaid leave of absence to an Employee if the Employee's reason for requesting the leave is warranted. The Employer will not unreasonably deny requests for leaves of absence.
2. In the event of a death or deaths in an Employee's immediate family, part-time Employees shall be allowed three (3) paid work days, or five (5) paid work days if the death is outside of Southern California. Full-time Employees shall be allowed five (5) paid work days, or seven (7) paid work days if the death is outside of Southern California. All Employees shall receive one additional week of unpaid time off if requested, which may be extended by mutual agreement. "Immediate family" is defined as the Employee's spouse, registered domestic partner, parent, child, sibling; the Employee's spouse's parent, child, or sibling; the Employee's child's spouse; grandparents or grandchildren. "An area outside of Southern California" will be defined as any area in California north of San Luis Obispo, Kern and San Bernardino Counties.

3. Jury Duty Leave: Paid leave shall be granted for one day of service upon a jury. "Service upon a jury" includes time when the Employee is impaneled for actual service or is required by the Court to be present for potential selection for service. All Employees, including those whose scheduled shift is other than a day shift, shall be granted an unpaid leave of absence for the duration of service upon a jury.
4. Voting Time Leave: Any Employee who is eligible to vote in any county, municipal, or statewide primary or general election, any election to fill a vacancy in the office of a representative in Congress or in the office of state senator or state representative in Congress or in the office of state senator or state representative, or tribal election may absent themselves from work for the purpose of voting during such election day if reasonable vote-by-mail or other alternatives are not offered.
5. Emergency Leave: One (1) day unpaid (or a portion thereof) per Contract year may be taken off when it is necessary that the Employee be immediately off work to attend to one of the following situations, either of which necessitates immediate action on the part of the Employee:

5.1. Any close acquaintance not covered under California state law ("kin care") has unexpectedly become seriously ill or has had a serious accident; or

5.2. An unforeseen occurrence with respect to the Employee's household (e.g., fire, flood, or ongoing loss of power). "Household" shall be defined as the physical aspects of the Employee's residence.

The "day" of emergency leave may be used for two separate incidents. The total hours used under this provision, however, shall not exceed eight (8) in a contract year.

#### 6. Unpaid Leaves of Absence

6.1. Medical Leave: Leaves of absence up to three (3) months (nonconsecutive) shall be granted to any Employee who, as a result of an extended illness or injury, has exhausted their accumulation of sick leave. Such leave may be extended by mutual agreement.

6.2. Parenthood Leave: A parenthood leave of absence shall be granted to a natural parent or an adoptive parent, who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the Employee and shall continue up to three (3) months (nonconsecutive). An Employee may commence this leave at any time in the first three (3) months following the birth or adoption of a child.

6.3. Union Leave: Upon the written request of the Union, leave shall be granted to Employees who are elected or appointed by the Union to serve on a Union Negotiating Team. Union Stewards, Union Officers, or other Employees who



may be elected or appointed by the Union to perform duties for the exclusive representative shall also be granted time off to perform their duties.

6.4. Family Care Leave: Nonconsecutive leave of absence up to one month (1) shall be granted to any Employee, upon request, to care for or to arrange for care for parents of the Employee or the Employee's spouse. Such leave may be extended up to a maximum of three months by mutual consent between the Employee and the Employer.

6.5. Pet Care Leave: Pets are an essential part of a Bargaining Unit Employees' life. Bargaining Unit Employees may use available paid time and/or five unpaid days off (not to exceed ten total days) when adopting or fostering new pet(s), seeking medical vet care for pet(s), and in the event of death or loss of pet(s).

7. Reinstatement after Leave: Any Employee returning from an approved leave of absence as covered by this Article shall be entitled to return to employment in their former position if it is open or, if it is not, a position of sufficiently similar duties. Employees returning from an unpaid leave of absence shall be returned at the same rate of pay the Employee had been receiving at the time the leave of absence commenced, plus any automatic adjustments that would have been made had the Employee been continuously employed during the period of absence. Employees may return to work prior to the agreed upon end of a given leave. Should there be no open positions of sufficiently similar duties available at the end of a leave, the returnee shall retain the right to fill the next such open position.

8. Effect on Seniority: Any Leave of Absence shall not be considered an interruption of an Employee's continuous employment for purposes of calculating seniority, and the Employee shall maintain the same seniority date upon their return as they held prior to the leave period.

#### 9. Sabbatical Leave

9.1. Eligibility: Any Employee who has completed the equivalent of five continuous years of full time employment (10,400 hours worked) is eligible to apply for unpaid sabbatical leave of up to one month.

9.2. Waiting Period: Eligibility for application for each successive sabbatical leave shall be based upon completion of an additional five years of continuous service from the date of return from the last such leave granted.

9.3. Paid Time Cash Out: An Employee who is on an approved sabbatical leave may elect to take as a lump sum cash out of any or all of their accumulated and unused sick leave or vacation time balance, at the rate of one hour of regular hourly pay for each hour of sick leave or vacation time balance cashed.

**ARTICLE 20**  
**DISCOUNT**

1. Skylight Books Employee Discount policy to current Employees is 35% on the following items; trade books (unless they are 'short discount' titles), card and stationery items and sidelines, and remainders.
2. The Employee Discount applies to the Employee and their direct family members only. You may not extend these discounts to friends or acquaintances. You may not ring up your own purchases; another Skylight Employee must ring them up under your name.
3. Employees may borrow some store books to read at home for a limited time. Please see the Employee Handbook for the current policies and procedures regarding staff book borrowing and holds.

**ARTICLE 21**  
**PAY ADVANCES**

The Employer may, in extreme circumstances, provide pay advances on unearned wages to Employees. At the time of the advance, the Employee must make an agreement for a 'pay-back schedule' with the Store Manager or General Manager, and that amount will be deducted from subsequent paychecks.

**ARTICLE 22**  
**INTRODUCTORY PERIOD**

1. A 90-day introductory period is intended to give new Employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Employer will use this period to evaluate Employee capabilities, work habits, and overall performance.
  - 1.1. All new Employees work on an introductory basis for the first 90 calendar days after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence.
  - 1.2. Upon satisfactory completion of the introductory period, Employees enter the "regular" employment classification.

**ARTICLE 23**  
**LAWFUL PICKET LINE**

No Employee shall be subject to discipline for refusing to cross a lawful picket line that has been authorized or recognized by the Union.

**ARTICLE 24**  
**TRAVEL AND LIVING EXPENSES**

1. Travel Expenses During Work Time. Employees required to travel after the start of or before the end of their shifts will be provided transportation by the Employer or reimbursed for travel-related out-of-pocket expenses and/or authorized use of their personal vehicle in connection with such travel. Employees who travel by public transportation will be reimbursed for their actual out-of-pocket, travel-related expenses.
2. Travel Expenses-Assignments. If Employees are assigned to a location for which, in the judgment of the Employer, a daily commute is not reasonable, then the Employer shall provide for or shall reimburse the Employee for reasonable expenses incurred, including board and lodging and additional travel expenses. Excess travel time will be considered work time at the beginning and end of any assignment or reassignment.

**ARTICLE 25**  
**PAYMENT OF TIME WORKED**

1. Payment of time worked shall be bi-weekly for hours worked.
2. Method of payment shall be by bank guaranteed payroll check. Checks will be available by the following options:
  - Paycheck can be mailed via regular mail to the location of the Employee's choice.
  - Paychecks may be deposited via direct deposit plan to the bank or savings institution of the Employee's choice.
  - Paycheck can be picked up at the Employer's location (1818 N. Vermont Ave.)

**ARTICLE 26**  
**SUCCESSORSHIP**

This Agreement shall be binding upon the Union and the Employer, their successors and assigns, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this Agreement. As a condition of the sale or other transfer of the business covered by this Agreement, the Employer shall require the transferee to assume and adopt the terms and conditions of this Agreement, and to continue to recognize the Union as the sole bargaining agent for the Employees covered by this Agreement.

**ARTICLE 27**  
**SAVINGS CLAUSE**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force. The parties shall thereupon seek to negotiate substitute provisions that are in conformity with the applicable laws.

**ARTICLE 28**  
**EMPLOYER-EMPLOYEE INFORMATION**

**SECTION A**

The Employer shall furnish the Union, on a monthly basis, a report containing the following Employee changes and the applicable information regarding such changes, as stated below:

1. Name, social security number, type of change, and effective date of such change for all Employees hired and terminated.

**SECTION B**

The Employer shall also furnish the Union with the following information:

1. Each month, a list of Employees for whom Union dues deductions have been made during the preceding calendar month, showing: social security number, name and amount of Union dues deducted.
2. Each month, a list of Employees who have revoked authorizations for deduction of Union dues in the preceding calendar month, showing: social security number, name and date of receipt by the Employer of such revocation.
3. Each month following the effective date of this Contract, a list of Employees on the payroll showing: name, social security number, title and work location.

**ARTICLE 29**  
**RESPONSIBILITY OF MANAGEMENT**

The Employer agrees that it is responsible to maintain an adequate cash reserve in order to meet its payroll obligation to its Employees. The Employer further agrees that in the event of bankruptcy, default or any other financial distress, that its Employees will be paid prior to any other who may demand payment. The Employer also agrees to maintain insurance for the protection of its Employees.

**ARTICLE 30**  
**LAYOFF/RECALL**

Employees laid off shall be granted an allowance at the date of such layoff.

The termination payment shall be computed in accordance with the following schedule and shall be based on the Employee's Term of Employment.

<u>Years of Service</u>	<u>Amount of Payment</u>
less than one year	0 weeks' pay
1 year but fewer than two years	1 weeks' pay
2 years but fewer than 3 years	2 weeks' pay
3 years but fewer than 4 years	3 weeks' pay
4 years but fewer than 5 years	4 weeks' pay
5 years but fewer than 6 years	5 weeks' pay
6 years but fewer than 7 years	6 weeks' pay
7 years but fewer than 8 years	7 week's pay
8 years but fewer than 9 years	8 weeks' pay
9 years but fewer than 10 years	9 weeks' pay
10 years but fewer than 11 years	10 weeks' pay
11 years but fewer than 12 years	11 weeks' pay
12 years but fewer than 13 years	12 weeks' pay
13 years but fewer than 14 years	13 weeks' pay
14 years but fewer than 15 years	14 weeks' pay
15 years but fewer than 16 years	15 weeks' pay
16 years but fewer than 17 years	16 weeks' pay
17 years but fewer than 18 years	17 weeks' pay
18 years but fewer than 19 years	18 weeks' pay
19 years but fewer than 20 years	19 weeks' pay
20 years but fewer than 21 years	20 weeks' pay
21 years but fewer than 22 years	21 weeks' pay
22 years but fewer than 23 years	22 weeks' pay
23 years but fewer than 24 years	23 weeks' pay
24 years but fewer than 25 years	24 weeks' pay
25+ years	25 weeks' pay

Any worker who has been involuntarily laid off, furloughed, or whose employment has ended for any reason except for resignation, misconduct, or poor performance determined as just cause, will have the first right of refusal for any position they are qualified to perform, should another position be made available within six (6) months from their last day of work, and their seniority will be recognized.

**ARTICLE 31  
COMMITMENT TO GREEN BUSINESS PROGRAM**

The Employer agrees to continue its participation in the City of Los Angeles Green Business Program, including keeping its certification up-to-date and having one Employee designated as the "Green Business Representative."

The Employer agrees to consider all Green Business Program recommendations, including, but not limited to, the following: recycling, cleaning products, packing materials, and receipt tape.

**ARTICLE 32  
WAGE SCALE**

Upon contract ratification (3.5% increase)	One year after ratification (4% increase)	Two years after contract ratification (3% increase)
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<b>Booksellers</b>				
Step 1	0-1 year	\$19.40	\$20.17	\$20.78
Step 2	1-4 years	\$20.75	\$21.58	\$22.23
Step 3	5-7 years	\$22.15	\$23.03	\$23.73
Step 4	8-15 years	\$24.05	\$25.02	\$25.77

<b>Assistant Managers</b>				
Step 1	0-1 year	\$23.48	\$24.42	\$25.16
Step 2	1-4 years	\$24.85	\$25.84	\$26.62
Step 3	5-7 years	\$26.53	\$27.59	\$28.42
Step 4	8-15 years	\$27.88	\$29.00	\$29.87

<b>Managers</b>				
Step 1	0-1 year	\$24.58	\$25.56	\$26.33
Step 2	1-4 years	\$25.94	\$26.97	\$27.78
Step 3	5-7 years	\$27.61	\$28.72	\$29.58
Step 4	8-15 years	\$28.97	\$30.13	\$31.03

1. At sixteen (16) years of employment, Employees receive a \$1.00 per hour annual pay increase on their date of hire.
2. The Sidelines Buyer will have wages corresponding to the Assistant Manager wage scale for each step. The Sidelines Buyer will not receive Receiving>Returns differential pay for receiving/returning sidelines
3. Differential pay for Booksellers:

3.1. Booksellers who are also designated coordinators for the following tasks will receive an additional \$1.00 per hour on top of their base hourly rate:

- Shipping and Supplies (Coordinator)
- Subscriptions (Coordinator)
- Orders (Coordinator)

3.2. Booksellers or Assistant Managers who are scheduled to do any of the following tasks or do them for more than one hour will receive an additional \$.50 per hour differential on top of their base hourly rate. It is the responsibility of Employees to report differential time worked via time clock software. The Assistant Events Manager will not receive differential pay for Event Hosting/Offsite Events.

- Receiving>Returns
- Event Hosting/Offsite Events
- Ready Orders
- Consignments

Booksellers or Assistant Managers who are scheduled to do Incoming Web Orders or do them for more than one hour will receive an additional \$1.00 per hour differential on top of their base hourly rate.

3.3. Book Club Leaders receive \$3.50 per non-staff attendee for each book club meeting. They must inform the payroll coordinator (Store Manager) of attendance after each meeting.

4. Wage Scale Implementation: The above wage scale shall go into effect the first pay period after this contract is ratified. Pay will increase annually on the anniversary of this contract's ratification.

4.1. No Employee's wage shall decrease at the time of contract ratification.

4.2. An Employee whose title and responsibilities change, either increasing or decreasing, will receive the corresponding step rate for the new position

4.3. Any bargaining unit member shall receive no less than \$0.25 more than their subordinates.

5. Events Working Hours: Working hours for in-store events are 9:00 a.m. to 10:30 p.m. daily. Hours worked later than 10:30 p.m. shall be paid at time and a half.

6. Events Technology Use: The Employer shall provide a laptop or webcams in the store for Employees who host virtual events and podcast episodes.

7. Artwork and Design Production:

7.1. When Employees produce artwork, illustrations or original designs for use in store promotions, or other signage, this will be done while they are on the clock.

7.2. Merchandise designs: \$200 flat rate minimum, with the option to negotiate a royalty rate of 2-5% for as long as the item is available for sale. The employee must submit sketches for approval and must deliver print-ready artwork that is substantially similar to the approved sketches. Management will disclose the rate of pay to the Employee before they begin work on their piece. The Employee will be responsible for invoicing management at the agreed-upon rate, and management will pay the invoice total within 30 days of receiving the invoice.

7.3. Credit: All website & database listings and in-store signage for merchandise shall give legible credit to the designer/artist.

7.4. Tools and Supplies: Employees shall have the option to use in-store computers for digital design and art production or they may voluntarily use their own equipment. The Employer shall reimburse Employees for art supplies purchased, with management approval, to use in the production of artwork for the store.

8. Retirement Plan: The Company will continue to offer a retirement plan to all-employees

**ARTICLE 33  
BENEFITS**

Benefits will be provided by the Employer with an annual opener to review the benefit plan with the Union. No changes to Employees' benefits will be made before the annual opener. Any changes to benefits will be provided by the Employer to the Union



**ARTICLE 34  
DURATION OF AGREEMENT**

This Agreement shall become effective as of February 21, 2025 and shall remain in full force and in effect through February 21, 2028. It shall be considered self-renewing for yearly periods thereafter, unless notice in writing is given by either party at least sixty (60) days prior to the expiration date that the party giving notice desires to change, modify, or cancel the Agreement (it being understood and agreed that a notice to change or modify shall not be construed as a notice of cancellation).

Each party may request a meeting to discuss such matters as may be of mutual interest at any time during the Agreement with the understanding that this does not constitute a reopener and all terms of the Collection Bargaining Agreement (CBA) remain in full force and effective through the full term of the CBA unless the parties reach mutual agreement to amend the CBA in writing, signed by both parties.

Communications Workers of America

Skylight Books LLC

Title: Kenya Jones EUP

Title: Mary Williams, General Manager

Date: 2/18/25

Date: 2/18/25

#### **ADDENDUM A**

If a bargaining unit member is promoted to a position currently considered non-union, the Employer agrees to give the option to the Employee to remain in the bargaining unit, with the exception of store manager or general manager positions.

#### **ADDENDUM B AUTHORIZATION OF DEDUCTION FROM SALARY**

#### **ADDENDUM C**

The Union and the Employer agree that Employees have the option to work their full scheduled hours when they also take an unpaid lunch break. For example, an Employee who is scheduled from 9:30 a.m. to 5:30 p.m. may choose to take a half-hour unpaid lunch AND stay until 6:00 p.m. so that they receive a full eight (8) hours of pay. Overtime, or hours worked past eight hours, are not authorized by this provision.

#### **ADDENDUM D**

Event Hosts (those who aren't booksellers, but only come in to host events or work offsites), are not members of the bargaining unit covered by this contract.