

MINNETONKA MOCCASIN COMPANY

AND

**SERVICE EMPLOYEES LOCAL 26
AFFILIATED WITH THE**

Service Employees International Union, CLC

TERM OF

AGREEMENT:

EFFECTIVE DATE, 2024

Through

DECEMBER 31, 2026

MINNETONKA MOCCASIN COMPANY CONTRACT
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AGREEMENT

This collective bargaining agreement ("Agreement") is entered into by and between Minnetonka Moccasin Company, Incorporated, of Minneapolis, Minnesota, wholesaler of footwear and hats, incorporated under the laws of the State of Minnesota, party of the first part; the Service Employees International Union Local 26, party of the second part. Hereinafter, the Minnetonka Moccasin Company, Incorporated, will be referred to as the "Employer" or "Company" and SEIU Local 26 will be referred to as the "Union."

ARTICLE 1. RECOGNITION

Section 1. For all warehouse operations within the State of Minnesota, the employer shall maintain a Union shop under the terms and conditions as set forth in this Agreement and that for the purposes of collective bargaining, the Employer recognizes the Union as the sole and exclusive agency and collective bargaining representative for all present and future full-time and regular part-time warehouse employees of the Employer in the State of Minnesota ("Bargaining Unit") and shall maintain the terms and conditions set forth in this Agreement during its Term. The office force, sales staff, and forepersons are specifically excluded from the Bargaining Unit.

Section 2. The Company agrees not to enter into any contractual relationship with any of its employees, individually or collectively, which in any way or manner conflicts with the terms and provisions of this Agreement.

Section 3. Refer to Company Warehouse Employee Handbook for work rules and company policies not covered by this contract. If the Company's warehouse work rules and the Company's policies in the Employee Handbook conflict with language in this contract, this contract shall take precedence over the work rules and the Employee Handbook. If the employer is considering any changes, modifications, additions or deletions of any policies or work rules, the Employer shall meet and confer with the Union.

Section 4. Subject to the terms of this Agreement, the Company shall have the exclusive right to manage and direct the workforce covered by this Agreement. Except as provided in this Agreement, the Company has the right to make work assignments, determine the methods, machines, processes (the Company will be open to recommendations), tools, and materials to be used. The size of the work force will be consistent with and reflect the needs of the Company.

ARTICLE 2. UNION SECURITY

Section 1. The Employer agrees that all present and future warehouse employees coming under the jurisdiction of the Agreement within thirty (30) working days of starting employment covered by this Agreement, become and remain in good standing with the Union during the life of this Agreement. "Good Standing with the Union" means being current on all obligations to the Union including paying membership dues or an agency fee. All new Bargaining Unit employees must complete an application accepting or declining membership to the Union within thirty (30) working days after the first date of employment. It has been agreed that the Employer will deduct the Union dues or agency Fee, on the first pay period of each month and promptly remit same to Service Employees Local 26. The Union agrees to indemnify the Employer against any and all suits, claims, demands and liabilities for damages or penalties that may arise out of or by reason of any action that shall be taken by the Employer for the

purpose of complying with the foregoing provisions of this article. Any employee who has authorized payroll deduction of dues or an amount equal to dues or service fees may revoke authorization for those payroll deductions by giving written notice to both the Company and the Union within 15 days before or after the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the Company and the Union, whichever occurs sooner. The Company will honor employee check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Union.

Section 2. Temporary workers shall not be required to join the Union unless they exceed sixty-60 working days, nor are they entitled to benefits provided for in the contract. All straight time and overtime hours shall be offered first to Bargaining Unit members, including those on the layoff list, before temporary workers are used.

Section 3. The Union will provide written notice to the Company of the dues schedule and will provide at least 30 days' notice of any change to such amounts. When submitting monthly dues collected through payroll deductions the Company will provide the Union with a digital spreadsheet listing employees' names, addresses, dues and fees amount(s) collected, employee email, employee phone number, employee start date, employee seniority date, pay rate, and FT/PT status.

Section 4. The Union may give new employees a packet, prepared by the Union, containing Union membership application form, check-off authorization form, and other applicable forms (including information of new members meetings). The Company will collect the completed membership and check-off form(s) in compliance within thirty (30) working days of starting employment. The Company shall allow a Union steward, other Union representative, or a Union video (at the union's discretion) to address all new employees for 15 minutes at each new employee orientation on paid time.

ARTICLE 3. COPE CHECK-OFF

The Employer agrees to make payroll deductions for each employee who has authorized such deduction in writing in the amounts and at the times stated in the authorization into the Union's Committee on Political Education Fund. The Employer agrees to remit the amount deducted to the Union within seven (7) days after the deductions are made by the Employer. The Union agrees to indemnify the Employer against any and all suits, claims, demands and liabilities for damages or penalties that may arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this article.

ARTICLE 4. WEINGARTEN RIGHTS

All employees have the right to request Union representation at any meeting with the Employer, when the employee reasonably believes the meeting could lead to disciplinary action at any point in time. The employee does not have to participate in the discussion until representation arrives. In the event that a Union representative or steward is unavailable within 24 hours the employee, will either select an available employee to represent him/her or proceed without representation.

ARTICLE 5. SENIORITY

Section 1. When more than one (1) employee has been hired on a given date, qualifications shall be taken into consideration where seniority is otherwise a factor in a decision by the Employer that is subject to this Agreement.

Section 2. The Employer, together with the forepersons and supervisors will nearly as possible bring about an equal division of work.

Section 3. In case of overtime, department seniority and skill shall prevail except in the case of Heads of Departments. They will not be affected by seniority in their own departments.

Section 4. Seniority and skill shall be observed in the shop. In reducing the working force on account of lack of work or any other legitimate cause, these rights shall prevail; that is, Tier 3 employees shall be first to be reduced using seniority within Tier 3 Employees only. If all employees in Tier 3 have been laid off and further reduction of the workforce is to occur, then the last employee hired shall (be) the first employee laid off; and in rehiring, the employee from Tier 1 or 2 longest in the service of the Employer shall be the first to return to work. Employees from Tier 3 shall be returned to work in order of their seniority within the Tier, but only after all laid off Tier 1 and 2 employees have been returned. Whenever it becomes necessary for the Company to lay-off machine operators (machine operator shall be defined as any operation performed by a machine, scanner, meter or computer), or leads (leads shall be defined as a person who is in the role of managing people) the Company shall have the option to retain on the payroll the experienced machine operator or lead regardless of seniority rather than training employees who have more seniority but who have never previously operated a similar machine operation or supervised people at the Minnetonka Moccasin Company anytime during their employment. Management may transfer employees to any job to keep them busy.

Section 5. At least forty-eight(48) hours notice shall be given to any employee prior to lay-off and weekends, (Saturday and Sunday) shall not be considered as part of the forty-eight (48) hour notice.

Section 6. Employees shall remain on the seniority list for lay off for eighteen (18) months for the purpose of recall from layoff.

Section 7. In the event any Bargaining Unit job is posted for the warehouse, all candidates will be considered with respect to the following factors; Seniority, Qualifications, Availability, Prior Work Record (only 7 occurrences or more during the previous twelve months will be taken into consideration), and Leadership skills. All things being equal, seniority shall be determinative. The Employer shall make every reasonable effort to accommodate requests by workers to transfer to other assignments, including cross-training, in a timely manner. Further, the Employer shall develop and establish a formal process for such requests using a "Request for Transfer or Change" form and an "Employer Response to Transfer or Change Request" form. A copy of the Employer's "Response" form shall be given to the requesting employee within fifteen business days of such request being made and shall include an explanation of the basis on which the Request has been granted or denied. All such completed Request and Response forms shall be maintained in the employee's personnel file.

ARTICLE 6. LEADS

The Company reserves the right to deal with the Warehouse Leads individually and pay them whatever money the Company deems right. Warehouse Leads are considered supervisors and not producers. They, therefore, should be judged by their ability and not the amount of work produced. The Company also reserves the right to discharge Warehouse Leads when they see fit, and giving reasonable notice. Warehouse Leads doing more than twenty percent (20%) production work shall be required to join the Union. Warehouse Leads will not be subject to

Union discipline for performing their leadership functions.

ARTICLE 7. HOURS OF WORK

Section 1. The Company shall establish and maintain 3 tiers of workers in the bargaining unit:

Tier 1: Full time workers on a Monday through Friday schedule. Tier 1 employees may: i) be hired for, and placed by the Employer on, a Normal Warehouse Working Schedule (7:30 am. – 4:00 pm.); ii) be hired for, and placed by the Employer on, an early morning shift from 4:00 am. – 12:30 (“Early Morning Shift”); iii) be hired for, and placed by the Employer on, another Monday through Friday shift (“Other Tier 1 shift”); or iv) voluntarily choose to be placed on an alternate schedule (other than a Normal Warehouse Working Schedule, or an Early Morning Shift)(any such alternative schedule is referred to in this Agreement as an “Alternate Tier 1 Schedule”), all in accordance with this Section 7.1. The company shall make every reasonable effort to maximize Tier 1 work.

Tier 2: Full time workers on an irregular schedule.

Tier 3: Part time workers.

Tier 1

Normal Warehouse Working Schedule, Early Morning Shift, and Alternate Tier 1 Schedule. No scheduled workweek for a Tier 1 employee shall be less than 40 hours. The Normal Warehouse Working Schedule, the Early Morning Shift, and any Other Tier 1 Shift shall not be more than eight (8) hours in any one (1) day or more than forty (40) hours in any one (1) week. The hours on the Normal Warehouse Working Schedule are to be from 7:30am to 4:00pm. The hours on the Early Morning Shift are to be from 4:00 am. – 12:30 pm. Tier 1 employees may volunteer to be scheduled for an Alternate Tier 1 Schedule that the Employer makes available, at the Employees’ own discretion; *provided, however, that* a Tier 1 employee will not be eligible to receive the time and a half pay rate on Saturday or Sunday shift unless they have: i) worked all their previous scheduled hours in that workweek; or ii) used paid time or approved leave of absence time related to such scheduled hours. Tier 1 employees may also choose to volunteer to become Tier 2 or Tier 3 employees when the Employer makes Tier 2 or Tier 3 schedules available.

Schedule Change Notices. With 15 business days’ notice the Company reserves the right to alter the Normal Warehouse Working Schedule and/or the Early Morning Shift for Tier 1 employees, but in no event shall alteration of any such schedule be by more than plus or minus one (1) hour. A Tier 1 employee wishing to make a voluntary change to work a different Tier 1 schedule (Early Morning Shift or Alternate Tier 1 Schedule) may do so upon 15 days’ written notice to the Employer, provided the Employer has made such schedule(s) available.

Other. If the management requests any Tier 1 employee working a Normal Warehouse Working Schedule to come in later than 7:30am and finds it necessary to work after 4:00 pm., or any Tier 1 employee working an Early Morning Shift to come in later than 4:00 am., overtime will not be paid until that worker has worked a full eight-8 hours, employees’ overtime will be based on time and one-half (1-1/2x). However, if such an employee takes the liberty of coming to work late of his or her own accord the employee may be requested to work after the designated hours for their regular

shift so that he or she will have worked a full eight (8) hours.

Overtime. Work performed on Saturday or Sunday by Tier 1 employees shall be paid at time and one half (1-1/2x) the employee's base wage rate, subject to the eligibility provision under the heading, "Normal Warehouse Working Schedule, Early Morning Shift, and Alternate Tier 1 Schedule," in this Section 7.1, above.

Tiers 2 and 3.

Tier 2 and Tier 3 employees shall be paid overtime (at time and one half their base wage rate) after eight hours of work in a day, or 40 hours of work in the pay period.

All Bargaining Unit Employees.

When the Company offers work opportunities, all Bargaining Unit employees will be permitted to post for these opportunities. All interested candidates will be considered with respect to the following factors: seniority, qualifications, availability and prior work record. All things being equal, seniority will be determinative.

Overtime opportunities will not be subject to this factoring but rather will continue to be handled with a straight sign-up system as provided in this paragraph. When the Company utilizes Tier 3 or temp workers, the Company shall first offer such hours to Tier 1 employees. Such offers of Saturday and Sunday hours shall be made, however, only to those Tier 1 employees who have indicated their availability on a list at least one week in advance of the opportunity. When the Company posts overtime or extra work opportunities, Bargaining Unit employees shall be permitted to sign up to work such opportunities and the Employer shall not limit the number of hours a Bargaining Unit employee may sign up to work.

Section 2. The Company agrees not to call in any worker unless the worker is assured a minimum of four (4) hours in any one (1) day.

Section 3. The Company agrees that any week of scheduled work for Tier 1 or Tier 2 employees shall not be less than forty (40) hours. This agreement is understood to except temporary work stoppages caused by emergencies concerning supplies, facilities, or any factors beyond the control of the Company. It is also understood that the Company shall have the option to close down for two (2) workdays per year for physical inventory. The Company will assign personnel based on appropriate skills required to take inventory. All non-essential other inventory tasks will be determined by seniority.

Section 4. The Company agrees that all employees shall have one (1) fifteen (15) minute paid rest period in the forenoon and one (1) fifteen (15) minute paid rest period in the afternoon. All employees must be back at their work area at the end of the break.

Section 5. There shall be no mandatory overtime.

ARTICLE 8. WAGES

Section 1. New hires shall be paid no less than three dollars (\$3.00) less than the base rate, and shall receive a fifty cents (\$0.50) per hour increase for every five (5) weeks that they are actually on the payroll until they reach the base rate.

Section 2. Pay period shall run from Monday thru Sunday and paydays shall be every Friday. When payday falls on a holiday, the workers shall receive their pay on the preceding business day.

Section 3. Effective January 1st, 2024 each employee shall receive a 1.00 (\$1.00) per hour increase. Effective January 1st, 2025 each employee shall receive a fifty cents (\$0.50) per hour increase. Effective January 1st, 2026 each employee shall receive a twenty-five cents (\$0.50) per hour increase.

Section 4. Below are the base wage rates:

<u>1/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>
\$20.70	\$21.20	\$21.70

For every three (3) years of continuous service (layoffs and LOAs shall not be disqualifiers of continuous employment, pursuant to this Agreement), the employee will be paid an additional ten cents (\$0.10) per hour differential over the base rate. This will be effective the week subsequent to the employee anniversary date. Implementation of this change from the previous contract will occur from and after the Effective Date.

Leads shall be paid at least an additional two dollars (\$2.00) per hour and Assistant Leads shall be paid an additional one dollar (\$1.00) per hour over the base rates set forth above.

Section 5. All Bargaining Unit employees will be paid an additional \$1.25 per hour for each hour actually worked during the twelve (12) week period beginning the Monday of the week that starts four weeks before Thanksgiving week (for example, if Thanksgiving falls on Thursday, November 25, the period during which the additional \$1.25 per hour will be paid would begin on Sunday, October 24 and run for twelve consecutive weeks). The additional \$1.25 will also apply when computing overtime for each week. Paid holidays and paid sick time, but not paid vacation days, taken during this period will also be paid an additional \$1.25 per hour.

For the remainder of the calendar year, all Bargaining Unit employees will be paid an additional \$1.25 per hour for each hour actually worked during any week in which the Employer actually utilizes temp employees in excess of one-quarter of the Bargaining Unit staff (total staff divided by 4, rounded down to the next whole number), on any day that week. The additional \$1.25 will also apply when computing overtime for that week. Paid holidays and paid sick time, but not paid vacation days, taken during this period will also be paid an additional \$1.25 per hour.

However, for the remainder of the calendar year outside the twelve weeks noted in the first paragraph of this Section 5, above, on any day when more than 25% (rounded to the nearest whole number) of the regular Tier 1 and Tier 2 workforce is absent and not working, for any reason, the extra \$1.25 per hour will not be paid. When laid off employees exercise their right to decline being recalled they will be counted as absent and not working for the purposes of this

Section.

Section 6. Layoff Pay. Upon layoff, once per calendar year eligible laid off employees will receive layoff pay. An eligible employee is any employee currently on the Bargaining Unit seniority list. Eligible laid-off employees with two (2) years or less seniority will receive one (1) week of pay; laid-off employees with between two (2) and three (3) years of seniority will receive two (2) weeks of pay; laid-off employees with three (3) or more years of seniority will receive three (3) weeks of pay. For purposes of this layoff pay, a week of pay for a Tier 1 or Tier 2 employee is defined as 40 hours times the employee's base rate of pay at the time of layoff; and for a Tier 3 employee as the employee's average number of worked hours over the previous 13 weeks times the employee's base rate of pay at the time of layoff. Upon layoff, eligible employees will determine when and how they want their layoff pay paid out. Layoff pay does not apply to layoffs caused by Acts of God, Acts of war, fire or natural disasters.

Section 7. When the employer calls back laid off employees for a period of less than four (4) weeks, the employee will have the opportunity to decline the recall with no impact to their seniority.

ARTICLE 9. PAID HOLIDAYS

Section 1. Any Tier 1 or Tier 2 Bargaining Unit member in good standing shall receive eight hours of holiday pay, and any Tier 3 Bargaining Unit member in good standing shall receive four hours of holiday pay, at their current hourly wage rate for the below listed holidays:

New Year's Day	Labor Day
MLK Day	Memorial Day
Thanksgiving Day	Day following Thanksgiving
Independence Day	
Christmas Eve	New Year's Eve
Christmas Day	1 Floating Holiday

Employees shall not be paid for the holiday, however, unless they work their full scheduled workday before and their full scheduled workday after the holiday, unless they are excused or laid off by the employer the day before or day after the holiday. Coming to work late or leaving early (up to an hour) the day before or day after the holiday will not be used to deny the holiday pay.

Section 2. Any Bargaining Unit member in good standing shall receive one (1) floating holiday each year for the employee to use at their discretion. This floating holiday must be requested and approved in advance by company management and must comply with time off requirements within this agreement. This floating holiday must be used in the calendar year in which it is made available to the Union member.

Section 3. For work performed on any of the above-mentioned holidays, triple time (3x) shall be paid; *provided, however,* that in such case no additional holiday pay will occur.

Section 4. Whenever a paid holiday as set forth in this Agreement occurs during an employee's vacation period, the employee shall be granted an additional day of vacation, if

he or she so desires, or he or she may elect to take the holiday pay he or she is due.

ARTICLE 10. VACATION

Vacation or vacation pay shall be awarded in accordance with the following schedule:

Section 1. Anniversary eligibility dates for vacation pay for employees shall be their hire date.

Vacation pay is accumulated and shall be taken as it is earned based on the below weekly calculation:

Years of Work	Days/Hours Earned	Weekly Contribution
0-1	5/40	0.769 x 52 = 40 hours
2-3	10/80	1.538
4	11/88	1.692
5	12/96	1.846
6	13/104	2.000
7	14/112	2.154
8	15/120	2.308
9	16/128	2.462
10	17/136	2.615
11	18/144	2.769
12	20/160	3.070

Tier 3 employees will accrue vacation at one-half the accrual rate set forth above for Tier 1 and Tier 2 employees.

Section 2. Employees may draw their vacation time and pay as it is accumulated. Paid vacation may be taken in increments no smaller than two hours.

Section 3. Up to half of an employee's eligible annual vacation time accumulated in one (1) year can be carried over into the next year. Vacation pay and time may be used in two (2) hour increments.

Vacation requests submitted from January to March will be granted by seniority. Afterwards, vacation requests shall be awarded on a first-come, first-serve basis. Vacation requests shall take precedence over unpaid time off requests. The company will use its discretion to determine the maximum number of employees off in any classification (10 to 15%) who can be off (vacation, PTO, unpaid) at any one time. The 10-15% calculation excludes any approved leave of absence. Requests for unpaid time off shall only be granted at a maximum of three (3) weeks in advance.

Anyone who has accumulated more than 2 (two) weeks of unpaid time off in one calendar year can be turned down for requested unpaid time off.

Section 4. Vacation pay shall be figured at the hourly rate of pay that it is accumulated at. However, from the date of signing this Agreement, any person losing his or her seniority rights upon returning to the employ of Minnetonka Moccasin Company, Inc., has no right to receive the vacation benefits until the rights have been newly established. In the event that an employee quits or is fired, said employee shall be given his or her vacation pay for the time accumulated.

ARTICLE 11. SICK BENEFITS

Section 1. The Employer agrees that any employee hospitalized while in the employ of Minnetonka

Moccasin Company, Inc., or any employee on sick leave shall receive a full day's pay (pro rated for Tier 3 employees) for each night hospitalized up to a maximum of twenty (20) nights hospitalized in any one (1) contract year. Weekends, paid holidays, and vacations shall not be considered when computing hospitalization or sick leave pay. This hospitalization benefit or any portion of it will be paid only if employee has not received any other benefit or compensation equal to the working hours missed.

Section 2. The above sick leave benefits will be paid upon presentation of the hospital bill or record. In the case of prolonged hospitalization, the benefits will be paid weekly, if requested.

Section 3. A sick leave will be granted upon a doctor's request or statement. Accumulated leaves totaling a period of six (6) months will be granted in a contract year.

Section 4. Tier 1 and Tier 2 employees will have six (6) days of paid sick leave per calendar year, awarded as follows. Tier 1 and Tier 2 employees will have four (4) days of paid sick leave awarded as of January 1st of each year and will accrue an additional two (2) days starting January 1st. Tier 1 and Tier 2 employees with less than five years of service will have three (3) days of paid sick leave awarded as of January 1st of each year and will accrue an additional three (3) days starting January 1st. The applicable accrual rate under this Section 4 is one hour of paid sick leave accrued for every 30 hours worked.

Tier 3 employees, and new employees in their first year of service who start after January 1, shall accrue sick leave at the rate of one hour of paid sick leave for every 30 hours worked, up to a maximum of 48 hours of paid sick leave accrued per year.

Unused sick days can be accumulated up to a maximum of ten (10) paid sick days. Sick days will not be exchanged for pay, or "cashed out." Paid sick days will not be counted as unexcused absences. Sick day pay may be used in half day or full day increments.

ARTICLE 12. SHORT-TERM DISABILITY

The Company will provide short term disability coverage of 60% of member regular pay for employees eligible for such coverage in accordance with the Company's current short term disability insurance plan.

ARTICLE 13. JURY PAY

Employees who serve on juries shall be given the difference between the jury pay and regular earnings if employed at the time they are serving jury duty.

ARTICLE 14. FUNERAL PAY

Section 1. Employees shall be granted four (4) days off work, with pay, should a death occur in the family of the employee. The four (4) days shall include the day of the funeral. For purposes of this article, "family" is defined as mother, father, sister, brother, spouse, domestic partner, children, grandchildren, mother-in-law, father-in-law, grandfather or grandmother, stepchildren or stepparents, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

Section 2. The Company requests that an obituary notice from the newspaper or some other written proof be submitted whenever funeral pay is claimed.

ARTICLE 15. FAMILY AND MEDICAL LEAVE ACT OF 1993

Any employee with at least 12 months of service who has worked at least 1250 hours during the previous 12-month period is eligible for a leave of absence under the Federal Family and Medical Leave Act of 1993 (“FMLA”). The Company will comply with the provisions of the FMLA, which will be posted on or near the employee bulletin board.

ARTICLE 16. HEALTH AND WELFARE

Section 1. Bargaining Unit members eligible for such coverage in accordance with the Company’s current group health insurance plan will be provided with such group insurance coverage as described in this article. New employees eligible for such coverage may enroll in the insurance plan the first day of the calendar month subsequent to their start date plus thirty (30) calendar days. The health insurance plan will provide coverage for the employee and, where applicable, legal dependents. The Company shall pay the monthly premium payment for each employee. The Union agrees that the below listed amounts shall be deducted from the paycheck of each enrolled employee who has provided the written deduction authorization required for such enrollment, as a contribution toward the monthly insurance premium:

<u>Date</u>	<u>Single Coverage</u>	<u>Employee + 1</u>	<u>Family Coverage</u>
1/1/2024	22% of premium/week*)	15% of premium/week	10% of premium/week
1/1/2025	22% of premium/week	15% of premium/week	10% of premium/week
1/1/2026	22% of premium/week	15% of premium/week	10% of premium/week

Section 2. Employees who elect supplemental Company offered insurance plans will have premiums deducted on a weekly basis.

The Employer agrees to meet and confer with the Union before implementation of any changes to the medical benefit.

ARTICLE 17. RETIREMENT FUND

Section 1. The Employer will place each eligible employee into the Minnetonka Moccasin profit sharing plan.

Section 2. The Employer shall place into the 401(k) Plan each eligible employee electing to make contributions to an account in such plan.

ARTICLE 18. INVALIDATION

If any terms and conditions of this Agreement are in violation of any applicable law or decree, then to the extent of any violation, such terms and conditions of this Agreement shall be null and void and subject to re-negotiation. Such circumstance shall not in any way affect the validity of the remaining provisions of this Agreement.

ARTICLE 19. MISCELLANEOUS

Section 1. The Employer will not discriminate against Union Committee members who from time to time represent other employees and will grant the leave of absence when delegated to represent their employees.

Section 2. A duly authorized representative of the Union or a representative of the International Union shall have the right to visit the shop of the employer at the request of the Shop Committee for the purpose of investigation and settling any dispute or adjustment of any complaint. The Union will provide management with at least twenty-four (24) hours advance notice of their intent to visit the shop and will schedule their visits so as to not interfere with employee worktime.

Section 3. Upon at least ten (10) business days advance written notice, not more than one (1) employee at a time shall be granted up to twenty-four (24) weeks unpaid leave in any consecutive twelve (12) month period for Union business, extendable by mutual agreement. The Union will be responsible for reimbursing the company for the prorated cost of all benefits and accruals during the leave for the employee. Following such leave, the employee shall be entitled to be reinstated to his former position with the same pay and benefit levels.

Section 4. The Company agrees to offer Bargaining Unit members a pay-check deduction short term loan program through the Union and a third party bank, contingent that the program passes due diligence and a reasonable review by the Company. The loans will not involve the Company other than to turn on and off the paycheck deduction after receiving a written authorization, and to remit the amount to the bank. The Company will not be any way liable for collections.

The Union agrees to indemnify the Employer against any and all suits, claims, demands and liabilities for damages or penalties that may arise out of or by reason of any action that shall be taken by the Employer, including the improper dissemination of confidential information, for the purpose of complying with the foregoing provisions of this article.

Section 5. The Company shall maintain an enclosed Warehouse Employee air conditioned break area that is equipped with refrigerators, microwaves, tables/seating, a bulletin board, and any other features that both parties mutually agree upon.

Section 6. The Employer shall provide a Union maintained storage compartment (locked file cabinet) for Union purposes of housing documents and other member material.

ARTICLE 20. GRIEVANCE PROCEDURE

Section 1. The Union shall be represented in the adjusting of grievances, in the stagers set forth in Section 5 of this Article, by a Shop Committee composed of the department Steward, and the authorized Representative of the Union. Names of those comprising the Shop Committee shall be officially filed with the employer.

Section 2. Definition of a grievance. A grievance within the meaning of this Agreement ("Grievance") shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the terms and conditions in this Collective Bargaining Agreement, or any applicable laws or decrees.

Section 3. An employee having a Grievance shall first take it up with their immediate supervisor.

Section 4. If unable to reach a satisfactory settlement, employee shall report their Grievance, in writing, clearly and briefly, setting forth the facts, to the Shop Steward who will meet with the supervisor attempting to make a settlement within ten (10) business days. One (1) copy of the written Grievance shall be filed with the Employer and one with the Union.

Section 5. If no disposition can be made of the Grievance under Section 4, the same shall be referred to the Shop Committee, which shall meet within ten (10) business days with the Human Resources Department and/or such other representative of management as the Employer shall designate for the purpose of earnestly endeavoring to reach a satisfactory and acceptable settlement of the Grievance.

Section 6. If no settlement has been reached by the procedure set forth above, the matter shall be referred to arbitration as set forth in Article 21 within thirty (30) calendar days of the final Grievance denial or failed settlement attempt under Section 5 above, and shall be heard by the selected arbitrator within no more than one-hundred eighty (180) calendar days of such referral, which time limit is firm unless it is shown that the non-grieving party has caused undue delay in the scheduling or convening of the arbitration hearing. A Grievance referred to arbitration more than thirty (30) calendar days after such event as set forth in this section, or not heard within the time limits set forth in this Agreement shall be deemed fully and finally waived and shall not be heard or decided by any arbitrator.

Section 7. No written or verbal warnings, reprimands, or write-ups shall be considered for purposes of progressive discipline after fifteen (15) months from the date of the warning, reprimand, or write-up. Previous offenses will be considered when they involve sexual assault or harassment.

ARTICLE 21. ARBITRATION

Section 1. In the event there arises, in the administration of this Agreement, a dispute between the parties regarding the true intent and meaning of any particular provision or provisions thereof, or a question as to the performance of any obligation hereunder, either party desiring arbitration shall notify the other of such Grievance in writing, and the representatives of the Union and the Company shall thereupon meet and attempt to adjust the Grievance. If the Grievance is not adjusted by mutual agreement, either party may notify the other of the intent to arbitrate such Grievance, stating the question in writing, and the matter shall proceed to arbitration in accordance with Section 2 hereof.

In the case of a Grievance involving a question of the true intent and meaning of this Agreement or of performance of an obligation hereunder, and if the Grievance has been processed to the final step in accordance with Section 6, Article 20, either party desiring arbitration shall notify the other thereof, in writing, stating the question, within fourteen (14) days after failure to adjust the grievance in the final step. The question shall thereupon be referred to arbitration in accordance with Section 2 hereof.

Section 2. The grieving party shall immediately request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) arbitrators from the seven (7) county metro area from which the parties shall alternately strike three (3) names each, with the first party to strike to be determined by a flip of a coin; and thereby select the impartial arbitrator.

Section 3. The Arbitrator shall fix the time and place for the hearing. Hearings shall be started and carried to conclusion as expeditiously as possible and a written decision setting forth the arbitrator's reasoning for their decision rendered within fifteen (15) days, if such time limit be reasonably feasible for the arbitrator, of the completion of the hearing.

Section 4. The compensation and other expenses of the Arbitrator shall be borne equally by the company and the Union. All other expenses of arbitration, unless otherwise agreed upon, shall be paid by the party incurring them.

Section 5. The Arbitrator shall be confined, in the decision to be rendered, to the true intent and meaning of the particular provision or provisions of this agreement which gave rise to the dispute or to the performance of any obligation hereunder. There shall be no power in the Arbitrator to add to, subtract from, or modify the agreement in effect between the parties or to change any rates of pay or wages. The decision of the Arbitrator shall be binding upon both parties.

Section 6. The Arbitrator shall have the power to decide whether or not a particular finding shall have a retroactive effect, provided however, that no retroactivity shall predate the request for arbitration as provided for elsewhere in this agreement.

ARTICLE 22. DISCHARGE

Section 1. Discipline or discharge of regular employees, except Heads of Departments, shall be for just cause. Any regular employee who believes their discipline or discharge has been unjust shall have the privilege of filing a Grievance pertaining to said discipline or discharge.

Section 2. Any such Grievance must be filed with the Employer within ten (10) days of the effective date of such discipline or discharge. Any regular employee whose discipline or discharge is found by an Arbitrator to be without just cause through the procedure herein established for the adjustment of Grievances, shall be reinstated to their former position (if discharged or otherwise displaced from such position) and shall be entitled to receive compensation for any wage loss suffered because of discipline or discharge found by the Arbitrator to be without just cause.

ARTICLE 23. COMPLIANCE WITH STATE AND FEDERAL LAWS

The Union and the Company agree that they shall not discriminate in violation of any applicable law or decree against any employee in promotions, assignments, suspensions, discharge, terms and conditions of employment, wages, training, or recall or lay-off status because of race, color, ancestry, religion, creed, national origin, age, sex, maternity status, sexual orientation or against a qualified individual with a disability (as defined by the Americans with Disabilities Act). No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

ARTICLE 24. NO STRIKES/PICKETING/LOCKOUTS

There shall be no strikes, lockouts, picketing, work stoppages, slowdowns, or sympathy strikes, nor shall there be any attempted interference with or disruption of the business of the Company and/or its relationships with their contractors or customers or target markets, including by boycotts and public appeals or demonstrations of any kind, including hand billing or leafleting, during the term of this Agreement.

ARTICLE 25. TERMINATION OF AGREEMENT

This Agreement shall take effect from and after the first day of the first full pay period beginning after the parties have both executed this Agreement ("Effective Date") and shall remain in full force for a three (3) year period expiring at Midnight, December 31, 2026 (the "Term") and from year-to-year

thereafter, unless either party gives notice, in writing, to the other of its desire to change said Agreement, at least sixty (60) days prior to the expiration of the Term or any subsequent annual renewal period. It is understood and agreed that either party may commence negotiation for a new contract within sixty (60) days prior to the expiration of the Term or any applicable renewal period.

AGREED:

AGREED:

SIGNED FOR THE COMPANY
Minnetonka Moccasin Co., Inc.

SIGNED FOR THE UNION
SEIU Local 26

By: *Tom Miller*

By: *Clare Byn*

Date: *2/12/2024*

Date: *1/11/24*