

6/1/19 - 5/31/22

**SOINE'S SHOES, INC. D/B/A RED WING SHOE STORE**

**WAGE AND WORKING AGREEMENT**

This Agreement is mutually made and entered into by and between United Food and Commercial Workers Union Local No. 367, chartered by the United Food and Commercial Workers International Union, CLC referred to hereinafter as the "Union" and Soine's Shoes Inc. d/b/a as Red Wing Shoe Store, referred to hereinafter as the "Employer".

**SECTION 1**

**Union Security**

1.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours, and all other terms and conditions of employment for the appropriate bargaining unit herein established.

1.02 All employees not holding membership in the Union at the time of their employment shall become members of the Union thirty-one (31) days from the date of their employment as a condition of their continued employment.

1.03 The Employer agrees not to keep in his employ in the classifications listed herein, anyone whose membership in the Union has been terminated because of failure to tender periodic dues or initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

1.04 All new employees failing or refusing to secure membership in the Union as provided above shall, upon demand of the Union, be released from the employ of the Employer.

1.05 The Employer agrees all provisions of this Agreement shall apply to all employees from the first day of employment including, but not limited to, holidays.

1.06 The Employer shall furnish to the Union a master list of its employees every month. The list shall include the names of each employee, the department in which they work and a designation of whether an employee works more or less than eighty (80) hours each month.

1.07 The Employer agrees to furnish the Union and each employee a notice outlining the provisions of Section 1. The Employer agrees to deliver to each employee a notice and he shall be furnished a supply of such notices by the Union. The original of any such notice shall be delivered to the Union and the first copy to the employees not later than fifteen (15) days following the date of employment.

1.08 For the purpose of this Agreement, the following definitions shall apply:

1.08.1 A full-time employee is one hired to work regular workweeks as defined in this Agreement.

1.08.2 A part-time employee is one hired to work less hours than those constituting a workweek as defined in this Agreement. All provisions of this Agreement shall apply to part-time employees except as may be specifically exempted in this Agreement.

1.08.3 An extra employee is one who is employed for seasonal, or emergency purposes and is not scheduled to work on a regular basis.

## **SECTION 2**

### **Jurisdiction**

2.01 All employees employed by the Employer, and by concessionaires and/or operators of leased departments in the Employer's present retail establishment or establishments situated within the jurisdiction of Local No. 367 and which employees are engaged in handling or selling merchandise shall be members of the Union, including employees designated by the ensuing classifications: window trimmers and assistants, mail order department, bundle wrappers, floor cashiers, outside salesmen, marking room employee, and all other employees not coming under the jurisdiction of any other Union, except executives and supervisors as the same are defined in the Labor Management Relations Act of 1947, as amended.

2.02 Extras hired for the Christmas season shall be required to sign a hiring-in slip which shall be held by the Employer until after January 1, and those employees still on the payroll on that date shall be required to join the Union by January 10. Christmas hires shall receive all provisions of this Agreement.

2.03 It is agreed that trainees, assistant buyers and supervisors having regular selling assignments shall become members of the Union.

## **SECTION 3**

### **Hours of Employment**

3.01 The regular workday shall not exceed eight (8) consecutive hours in any one day, exclusive of the lunch period of not less than forty-five (45) minutes. The workweek shall not exceed five (5) days in any one week. No employee shall be required to work more than five (5) consecutive hours without a lunch period. Employees will continue to properly serve customers who are in the store for a reasonable period after closing time. There shall be no split shifts.

3.02 The Employer recognizes the desirability in giving his employees as much notice as possible in the planning of their weekly schedules of work and accordingly agrees to post the work schedule not later than the close of business Thursday in the prior week. The work schedule shall not be changed except in case of emergency or where the change is mutually agreed to between the Employer and the employee affected. A snow storm may be deemed an emergency in which

case the Employer could change an employee's schedule if they call him before going to work. If an employee goes to work before being notified or is sent home early then the employee shall be paid for his schedule. The employer has the right to schedule the employee's day off. Before any change is made in any such schedule, one (1) weeks' notice shall be given to the employee affected, except in cases of emergency, or where the change is mutually agreed to by the Employer and the employee affected. Employees with two or more years' service who have an established day off will not have that day off changed without the Employer showing good cause for such change.

3.03 All time worked before 9:00 a.m. and after 8:00 p.m. shall be paid for at the straight-time rate of pay. All time worked in excess of eight (8) hours per day, forty (40) hours per week or on the sixth day in any one week, shall be paid for at the rate of time and one-half (1½) provided, however, that extra employees may be scheduled to work a six (6) day, forty (40) hour week, and after 8:00 p.m. at straight-time, starting with Monday in the week in which the fifteenth (15th) day of November falls until Christmas, and one week immediately preceding Easter Sunday, provided further that the Employer may hold a special training course with pay, not to exceed three (3) days in duration for all extra employees, for the purpose of qualifying such employees for such extra Christmas and Easter work. The Employer agrees that hours on the sixth (6th) day under this provision shall be in addition to their regular schedule.

3.04 All work performed after normal store closing hours, but in no event later than 9:30 p.m., shall be paid at the rate of time and one-half (1½).

3.05 Employees shall receive time and one-half (1½) for work performed on the seventh (7th) consecutive day and each day thereafter until they receive a day off.

3.06 The Employer shall pay a \$1.00 meal allowance to employees whose shift ends after 9:00 p.m. and who have worked in excess of five (5) hours. This clause shall apply only to persons not receiving time and one-half for work after 8:00 p.m. It shall be paid once per month by voucher.

3.07 All employees called or scheduled to work shall be guaranteed four (4) hours' work.

3.08 Sunday work: All work performed on Sunday shall be paid for at the rate of time and one-half. All work performed on Sunday shall be voluntary. Employees shall be allowed to volunteer for Sunday work based upon their seniority. In the event that not enough employees volunteer for Sunday work, the Employer shall have the right to schedule by inverse seniority. Employees who choose not to work on Sunday shall not be discriminated against.

3.08.1 Any employee who works on Sunday shall be allowed to work his normal work schedule during five (5) days out of six (6), Monday through Saturday. Sunday shall be separate and apart from the normal workweek.

3.08.2 Any employee who works on Sunday as part of his five (5) day workweek shall be allowed upon request, two (2) consecutive days off, Monday through Saturday.

3.08.3 Inventory shall not be taken on a Sunday which is preceded or followed by a holiday.

#### **SECTION 4** **Seniority and Available Hours**

4.01 It is the intent of this Agreement and the provisions of this Article to provide wherever possible employment to each employee in the bargaining unit forty (40) hours in each workweek consisting of five (5) days per week or eight (8) hours per day.

4.02 Seniority shall be defined as the accumulated continuous length of employment with the Employer and shall be established by the employee's last date of hire with the Employer on an individual store basis.

4.03 Availability of Hours: Employees desiring additional hours up to full time shall notify the personnel office in writing. The Employer shall utilize qualified senior employees before scheduling less senior and/or new hires. Requests will be considered on seniority, availability, and ability to do the work.

4.04 All complaints made to the Union and filed with the Employer relative to availability of hours shall be subject of a meeting between the Union and the Employer within seventy-two (72) hours (Monday through Friday) from the time the Employer is advised of the complaint by the Union.

#### **SECTION 5** **Layoff and Reduction of Hours**

5.01 Realizing the importance and necessity of protecting the interest of both parties to this Agreement in case of layoffs, it is agreed and understood that ample consideration will be given the employees with reference to their qualifications and their length of service with the Company. In the restoration to the service of laid off employees, the same consideration will be given.

5.02 The Employer is the judge of the competency of the employee; provided, however, that in case of discharge, reason for discharge must be given the Union at the Union's request. An Employer shall have the right to discharge any employee for just cause, insubordination, dishonesty or failure to observe the Employer's store rules, which shall be conspicuously posted, and copy made available to the Union. When an employee who has seniority is being laid off, terminated, or having his workweek reduced, the reasons therefor shall be given to him immediately in clear and specific terms. If, in the employee's opinion, the reasons furnished for being laid off, terminated, or having his workweek reduced, are not satisfactory, then he shall have

recourse to the Grievance Procedure. Such appeal must be filed in writing by the Union within fifteen (15) calendar days from the date of the notification of discharge, and unless the appeal is so filed, the right of appeal is lost.

## **SECTION 6** **Leave of Absence**

- 6.01 All employees will be entitled to a leave of absence for the following bonafide reasons:
- 6.01.1 Extended non-occupational injury or illness (including pregnancy) which requires absence from work.
  - 6.01.2 Occupational injury which requires absence from work.
- 6.02 Leave of absence for personal reasons may be granted at the discretion of the Employer based upon Company Policy.
- 6.03 Employees with two or more years of experience with the Employer, who desire to take a personal leave of absence, shall be entitled to do so subject to the following conditions:
- 6.03.1 The scheduling of the leave of absence shall be by mutual agreement between the Employer and the employee.
  - 6.03.2 The leave of absence shall not exceed sixty (60) calendar days.
  - 6.03.3 Personal leaves of absence shall be granted not more than once each three (3) years.
- 6.04 Any request for a leave of absence under the terms of paragraph 6.01, 6.02 and 6.03 shall be in writing and be submitted each three (3) months stating the following information:
- 6.04.1 Reason for such request.
  - 6.04.2 Date leave is to begin.
  - 6.04.3 Date of return to work.
- 6.05 Any leave of absence with the exception of personal leaves set forth in paragraph 6.03 and leaves due to occupational injuries may run to a maximum of six (6) months. Leaves due to occupational injuries shall be granted until the employee is qualified to resume his regular duties, but, not to exceed twelve (12) months.

6.06 Upon completion of a leave of absence, the employee shall return with full seniority and longevity rights to the job previously held or to a job comparable with regard to rate of pay on the first weekly schedule prepared after the Employer has received notice in writing of the employee's availability.

#### **SECTION 7** **Store Meetings**

7.01 Employees shall be compensated for attendance for any department or group meeting held for the purpose of imparting information pertaining to merchandise, selling techniques, store regulation procedure and/or store policies. Stores are entitled to require attendance at this type of meeting.

7.02 Employees shall not be compensated for attendance for any store meeting for civic or patriotic purposes, such as United Way, U. S. Bond Drives, Red Cross, etc.

#### **SECTION 8** **Non-Discrimination**

8.01 No employee shall be discriminated against because of race, creed, color, sex, age, or national origin. No employee shall be discriminated against for engaging in lawful union activity.

#### **SECTION 9** **Polygraph**

9.01 No employee in initial employment interview or testing, and no employee as a condition of continued employment, shall be required to submit to the use of a polygraph, lie detector or other like device.

#### **SECTION 10** **General Provisions**

10.01 Any condition or provision herein contained, relative to a wage paid to any employee contrary to the terms and conditions contained in the *Fair Labor Standards Act of 1938* as amended shall be void and of no force and effect, but shall be superseded by the pertinent provisions controlling such wage payment as contained in said act.

10.02 Copies of the Company rules and regulations shall be made available by the store management to the employees or their representative.

10.03 Experience shall be based on the total experience accumulated in retail stores or departments of the same classification.

10.04 Any employee receiving the approval of the department head or of the manager of the store to use his automobile for company business shall be compensated at the rate of twenty-five cents (25¢) per mile for all miles so used.

10.05 Smoking shall not be allowed in the building.

## **SECTION 11** **Jury Duty**

11.01 Any employee who has one (1) year or more of continuous service who is required to serve on a municipal, county or federal jury or grand jury shall be paid the difference between the amount paid for such service and the employee's hourly rate, or in case of an incentive employee, the employee's guaranteed hourly base contract pay for the time lost from his scheduled shift by reason of such service, subject to the following provisions:

11.01.1 An employee must notify his supervisor within twenty-four (24) hours after receipt of notice of selection for jury duty.

11.01.2 An employee called for jury duty, who is temporarily excused from attendance at court, must report for work if sufficient time remains after such excuse to permit him to report to the store and work at least one-half ( $\frac{1}{2}$ ) of his normal work shift.

11.01.3 In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public officer showing the date and time served and the amount of pay received.

11.02 Employees who are called to be a witness on behalf of their employer shall be paid for such time as though it is work time.

## **SECTION 12** **Funeral Leave**

12.01 If any employee covered by this contract suffers a death in the immediate family, i.e., husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandchildren, at the request of the employee, the employee shall be given three (3) regular working days off and shall be compensated for his wage loss by payment of hourly straight-time pay for such time lost as a result of his absence from his employment. In the event the employee is notified of the death while working, the employee shall upon request, be excused from work for the balance of the working shift. This shall be in addition to the above leave. This time shall not be charged against the quota of commission employees. Step-parents and step-children shall be one and the same as parents and children.

### **SECTION 13** **Sick Leave**

13.01 Sick leave shall accumulate on the basis of one-half ( $\frac{1}{2}$ ) day per month, accumulative up to a maximum of eighty (80) hours. Sick leave up to the amount accumulated may be taken on the second day of illness or the first day of accident. Up to sixteen (16) hours of sick leave may be taken each year on an hour-by-hour basis for doctor and dentist appointments. Sick leave shall be coordinated with time loss to provide 100% salary protection until sick leave accumulation has been used. A doctor's certificate or other authoritative verification of illness may be required by the Employer and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work.

### **SECTION 14** **Rest Periods**

14.01 Rest periods for employees shall be fifteen (15) minutes in any shift of four (4) hours or major portion thereof.

### **SECTION 15** **Vacation**

15.01 Vacations with pay shall be given employees on the plan of one (1) weeks' vacation after one (1) years' service; two (2) weeks' vacation after two (2) years' service; three (3) weeks' vacation after eight (8) years' service; four (4) weeks' vacation after twelve (12) years' service; and five (5) weeks' vacation after **sixteen (16)** years' continuous service. The employee is entitled to his vacation after completion of one (1) years' service. The vacation period shall be considered to be the months of June, July and August. By mutual agreement vacations may be taken at some time other than at regular vacation period. Employees shall have the right to take all vacation earned in consecutive weeks.

15.02 Employees will be paid vacation pay at their current hourly rate of pay based upon the average number of hours worked (all compensable hours, including vacation, holiday, sick leave hours, etc.) from previous anniversary date to current anniversary date.

15.03 Employees shall be allowed to select vacation periods by seniority.

15.04 If, after one or more years' service, the employee's services are terminated, he shall be paid for vacation time earned on a prorated basis of one (1) day for each five (5) weeks worked for which vacation time has not been paid or awarded. Employees eligible for three (3) weeks' vacation at the time of termination shall receive one (1) days' vacation for each three and one-half ( $3\frac{1}{2}$ ) weeks worked for which vacation time has not been paid or awarded. Employees eligible for four (4) weeks' vacation at the time of termination shall receive one (1) days' vacation for each two and one-half ( $2\frac{1}{2}$ ) weeks worked for which vacation time has not been paid or awarded. Employees eligible for five (5) weeks' vacation at the time of termination shall receive one (1)



days' vacation for each two (2) weeks worked for which vacation time has not been paid or awarded.

15.05 Temporary interruption in employment, due to temporary layoff verified cases of sickness or accident, or other absence from work approved by the employer (in addition to vacation and holiday time off earned and taken by the employee) cumulative up to sixty (60) days per year shall not affect vacation eligibility or pay.

## SECTION 16

### Holidays

16.01 Employees (except Christmas hires or extra employees on call) shall be paid for all holidays, provided such employee is on duty his scheduled working day preceding and his scheduled working day following the holiday. If an employee fails to work either of the above days without permission of the Employer, he shall forfeit holiday pay, with the exception that bonafide illness, accident, or excused absence shall not affect holiday pay. The following days shall be considered holidays for all employees who have been employed for ninety (90) consecutive calendar days: New Year's Day, Washington's Birthday, **Easter Sunday**, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. When a holiday falls on Sunday, the following Monday shall be observed. All employees who work on the fifth (5th) day, excluding the holiday, in a holiday week shall be paid at the rate of time and one-half (1½) of the regular straight-time rate of pay. When a holiday falls during an employee's vacation, his vacation shall be extended by one (1) day, or he may be paid in lieu of an extra day off. Work on any and all scheduled holidays shall be paid for at one and one-half (1½) times the employee's regular hourly rate, plus his regular holiday pay.

16.02 Holidays shall be observed as holidays on the date established for each by Federal Legislation.

16.03 During the week in which a holiday falls, the workweek shall be four (4) days excluding the holiday.

16.04 Holiday pay shall be based on the normal number of hours worked during the four (4) weeks preceding the holiday. If employment commenced less than four (4) weeks preceding the holiday, the pay for this holiday shall be based on the number of hours normally worked this day had the store been open.

16.04.1 Effective June 1, 2009, the holidays listed below will not be subject to Section 16.04. Employees will receive only time and one-half when scheduled to work these days: Memorial Day, Labor Day and Washington's Birthday and 4<sup>th</sup> of July.

16.05 In addition to the holidays set forth in the above paragraph, all employees with one (1) year of continuous service with the Employer (except Christmas hires or extra employees on call) shall

receive three additional paid holidays which shall be their anniversary date of employment, their birthday and one personal holiday. The birthday and anniversary date holidays shall be observed within thirty (30) days of the employee's birthday and anniversary date on a mutually agreeable day. The employee's personal holiday shall be observed and granted on the basis of one (1) personal holiday within each year of employment on a mutually agreeable day.

16.06 Employees shall have the choice to work on any holiday by seniority and those who choose to work shall be allowed to work the full shift the store is open.

## **SECTION 17**

### **Apprentice and Combination Employees**

17.01 One (1) apprentice may be employed by each store, and one (1) additional apprentice for every three (3) journeyman salespeople regularly employed after the first three (3). One casual or extra employee (less than twenty (20) hours per week) may be employed to every three (3) employees (20 hours or more per week). No journeyman salesperson shall be replaced by an apprentice. The apprentices shall be reasonably divided among the different departments of the store. Exceptions to this rule may be allowed by negotiation and agreement between the Union representative and the Employer representative.

17.02 Any apprentice transferred from one department to another shall continue to receive his wage increase each four (4) months until he receives journeyman wages.

17.03 Combination employees or those working in more than one department shall receive one-half ( $\frac{1}{2}$ ) of the difference between the two scales applying over and above the lower scale. This provision does not apply to employees whose work in an additional department is incidental and occasional.

## **SECTION 18**

### **Health and Welfare/Dental**

18.01 Each Employer and the Union agrees to be bound by the terms and provisions of that certain Trust Agreement creating the Sound Health & Wellness Trust (formerly Retail Clerks Welfare Trust), initially executed June 18, 1957, and all subsequent revisions or amendments thereto, including the revision of January 25, 1990. Each Employer accepts as his representatives for the purpose of this Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors.

18.02 The Employers party to this Agreement shall continue to pay on a per compensable hour basis (maximum of one hundred and seventy-three (173) hours per calendar month per employee) into the Sound Health & Wellness Trust for the purpose of providing the employees with hospital, medical, surgical, vision, group life, accidental death and dismemberment, weekly indemnity benefits and dental benefits in accordance with the contribution rates and related provisions

established by the separate Health and Welfare Agreement between Allied Employers, Inc., and various Local Unions dated April 1, 1977, and as subsequently amended.

18.03 The details of the benefit programs including a description of exact benefits to be provided, and the rules under which employees and their dependents shall be eligible for such benefits, shall be determined by the Trustees of the Sound Health & Wellness Trust in accordance with the terms and provisions of the Trust Agreement creating the Sound Health & Wellness Trust, dated June 18, 1957, and as may be subsequently amended.

18.04 The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

18.04.1 Notwithstanding the foregoing Section, the Board of Trustees of the Sound Health & Wellness Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such a case, the one hundred and seventy-three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar month basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

18.05 The failure of an insurance carrier, medical service contractor, or the Trust, to provide the benefits specified in a policy, contract, or benefit plan sponsored by the Trustees, shall result in no liability to the Employers party to this Agreement or constitute a breach of any of the obligations which the Employers have undertaken in this Agreement.

18.06 The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.

## SECTION 19

### Wages

19.01 The employer may place in effect superior (premium) benefits and wages for employees and reduce same to the minimum herein prescribed without the consent of the union. Employer agrees to give affected employees a fifteen day written notice of any reductions.

19.02 Experience as used in this Agreement shall mean previous experience of a comparable nature in the retail industry. If more than eight (8) years have elapsed since the employee last worked in a comparable job, the Employer may at his option, place said employee in the top apprentice bracket for a trial period of three months.

19.03 The following shall be the minimum wages paid, and written statements or check stubs shall be furnished to all employees, showing dates of pay period, straight time and overtime hours worked, hourly rate of pay, gross earnings, deductions and net earnings.

Section 19 - Wages

	Effective 6/1/19 <u>Per Hour</u>	Effective 6/1/20 <u>Per Hour</u>	Effective 6/1/21 <u>Per Hour</u>
<u>SHOE SALESPERSON</u>			
1st 4 months (0 - 692 hrs.)	\$ 12.45	\$ 12.45	\$ 12.45
2nd 4 months (693 - 1384 hrs.)	\$ 12.70	\$ 12.95	\$ 13.20
3rd 4 months (1385 - 2080 hrs.)	\$ 13.05	\$ 13.30	\$ 13.55
Thereafter	\$ 14.70	\$ 14.95	\$ 15.20
	Effective 6/1/19 <u>Per Hour</u>	Effective 6/1/20 <u>Per Hour</u>	Effective 6/1/21 <u>Per Hour</u>
<u>LEAD SHOE SALESPERSON</u>	\$ 14.40	\$ 14.65	\$ 14.90

In no event shall any wage rate herein be less than 10¢ per hour above the then current Washington state minimum wage. **The union reserves the right to update this wage chart to reflect any changes in the updated Washington state minimum wage.**

The Employer shall pay the entire cost of providing the Retail Clerks Welfare Trust Plan "A" and Plan "B" including weekly premiums, for the life of the agreement 6/1/19 through 5/31/22.

19.04 When a new department and/or job classification is established by the Employer for which no rate of pay is provided for within this Agreement the Employer agrees to meet with the Union, upon its request, for the purpose of negotiations for a wage rate for such classification. The wage rate agreed upon as the result of such negotiations, shall be effective from the date of the establishment of the new department and/or job classification. If agreement between the parties is not reached within thirty (30) days from the date of the Union's request for such negotiations, the matter may be referred by either party to the arbitration procedures as set forth in this Agreement, and the decision resulting therefrom, shall be binding upon the parties for the remaining term of this Agreement.

**SECTION 20**  
**Settlement of Disputes**

20.01 It is further understood and agreed all matters pertaining to the proper application and interpretation of the attached working rules shall be adjusted between the Employer's representative and the Union's representative. In the event of failure of these parties to reach a satisfactory adjustment, the matter shall be referred to a Labor Relations Committee as follows: two members from management and two members from the Pierce County Central Labor Council. In the event the Labor Relations Committee fails to reach an agreement, the four shall select a fifth member who shall be chairman and a decision of this committee shall be binding on both parties. During the process of making adjustments under this rule, no strike or lockout shall occur.

20.02 Refusal of any employee covered by the terms of this Agreement to pass through any picket line which has been sanctioned by the Pierce County Central Labor Council of Tacoma shall not constitute a violation of this contract.

20.03 Except as otherwise provided for in Section 20.03.1 and 20.03.3 no grievance or claim of violation of this Agreement shall be recognized unless presented in writing within ninety (90) days from the date of the occurrence causing the complaint or grievance except in cases where report of a grievance has been suppressed through coercion by the Employer.

20.03.1 In the event the claim is one for additional wages, any such claim shall be limited to additional wages, if any accruing within the ninety (90) day period immediately preceding the date upon which the Employer received notice, in writing, of the claim.

20.03.2 Where there is an automatic wage bracket adjustment due under the terms of Section 19, the period of adjustment shall be one (1) year from the date of filing of the grievance.

20.03.3 In cases involving discharge, the grievance must be filed within thirty (30) days from the date of discharge.

**SECTION 21**  
**No Strike or Lockout**

21.01 During the life of this Agreement, the Union agrees not to engage in any strike or stoppage of work and the Employer agrees not to engage in any lockout. It shall not be a cause for discharge or discipline and it shall not be a violation of this Agreement for an employee to refuse to cross a primary labor union picket line at the Employer's premises that has been established to support a legal strike, provided the picket line is approved by Local 367.

**SECTION 22**  
**Savings Provision**

22.01 It is the intent of the parties to this Agreement to comply with all applicable laws. In the event any provision of this Agreement is held to be invalid, such invalidity shall not affect the remainder of this Agreement. The parties shall promptly meet for the purpose of negotiating a substitute clause in the event any clause is found to be invalid.

**SECTION 23**  
**Company Benefits**

23.01 The Union recognizes the Employer's right to determine certain "Company Benefits". In turn the Employer recognizes that the exercise of this right may have an effect upon matters that are proper areas for collective bargaining between the Union and the Employer. In recognition of these mutual interests, it is agreed as follows:

23.01.1 Before any changes in "Company Benefits" are made, it is agreed that the Union will be given reasonable notice of the contemplated changes. The Union and the Employer will then meet and negotiate on these contemplated changes. The Employer will make available to the Union any information necessary for constructive discussion and the reaching of a satisfactory agreement.

23.01.2 It is understood and agreed that in the event a satisfactory agreement is not reached by the parties, the subject matter shall be referred to the grievance procedure in accordance with Section 20 and be it further understood and agreed that in processing grievances pertaining to "Company Benefits" the arbiter shall determine whether or not the Employer is justified in making the changes requested.

**SECTION 24**  
**Retirement**

24.01 The Employer and the Union agree to be bound by the terms of the Trust Agreement which created the Retail Clerks Pension Trust as initially executed on January 13, 1966, by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Trust's Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. The Employer accepts the Employer Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust. The Union accepts the Labor Organization Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for the purpose of managing the Trust.

24.02 All contributions shall be paid on compensable hours with a maximum of one hundred seventy-three (173) hours per calendar month per employee.

24.03 The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.

24.04 The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

24.05 Notwithstanding the foregoing Section, the Board of Trustees of the Retail Clerks Pension Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such a case, the one hundred and seventy-three (173) hour maximum shall be appropriately adjusted as directed by the Trustees, provided that in no event shall the Employer's total obligation be different than what it would have been on a calendar basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period. The provisions of the Grievance Procedure language set forth in this Agreement shall, in no way, apply to or affect the Employer's obligation to pay contributions to this Trust Fund.

24.06 Effective July 1, 2009, based on June 2009 hours the contribution rate for Shoe Salesperson classification shall be fifty (50¢) per compensable hour. Effective July 1, 2010, based on June 2010 hours, the contribution rate for the Lead Shoe Salesperson classification shall be eighty-five cents (85¢) per compensable hour.

24.07 Effective July 1, 2006, based on June 2006 hours, the Employer shall contribute ten cents (10¢) per hour supplemental contribution, in addition to the contribution stated in 24.06.

<u>Classification</u>	<u>Pension</u>		
	<u>Contribution</u>	<u>Supplemental</u>	<u>Total</u>
Shoe Sales	\$ .50	+10¢ =	\$ .65
Lead Shoe Sales	\$ .85	+10¢ =	\$ .95

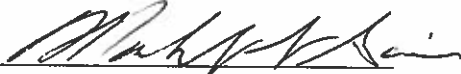
24.08 The company agrees to adopt the updated Rehabilitation Plan of the Sound Retirement Trust Preferred Schedule Appendix "A" Table 3 as adopted December 14, 2010, and updated June 22, 2016. (See Attached)

Red Wing Shoe Store  
Wage & Working Agreement  
6/1/19 - 5/31/22

**SECTION 25**  
**Effect and Duration of this Agreement**

25.01 This Agreement shall be in full force and effect from and after June 1, 2019, until May 31, 2022, and each year thereafter unless either party shall serve written notice at least sixty (60) days prior to expiration or anniversary thereof, of desire to change or terminate this Agreement.

SOINE'S SHOES, INC. d/b/a, Red Wing Shoe Store  
1917 South 72nd Street  
Tacoma, WA 98408

By   
Malcolm Soine, President

Date 9-12-19

UFCW UNION LOCAL NO. 367  
6403 Lakewood Drive W  
Tacoma, WA 98467

By   
Dennis W. Albritton, Deputy Trustee

Date 12 Sept 2019



## Appendix A Employer Bargaining Agreements covering only Sound Retirement Trust Preferred Schedule

This is the Preferred Schedule for Employers that have bargaining agreements with an obligation to contribute to the Sound Retirement Trust. This Appendix applies to stores in bargaining agreement areas (e.g., Spokane) in which both the grocery and meat department employees (if any) have historically participated in the Sound Retirement Trust (that is bargaining agreements where the meat department employees were NOT covered under the former Washington Meat Industry Pension Trust).

This Preferred Schedule will apply to participating Employers and Unions that have adopted it as follows:

For bargaining agreements that expired on or after January 2, 2011, and prior to May 1, 2013, or which adopted this Schedule during that period, the Preferred Schedule requires the additional employer supplemental contribution rates set for in Table 1 below.

Table 1	
Effective:	
January Hours 2011	\$.05
January Hours 2012	\$.10
January Hours 2013	\$.15
January Hours 2014	\$.20
January Hours 2015	\$.25
January Hours 2016	\$.30
January Hours 2017	\$.35
January Hours 2018	\$.40
January Hours 2019	\$.45
January Hours 2020	\$.50
January Hours 2021	\$.55
January Hours 2022	\$.60
January Hours 2023	\$.65

For bargaining agreements expiring on or after May 1, 2013, and prior to September 1, 2016, or which adopt this Schedule during this period, the Preferred Schedule requires the additional employer supplemental contribution rates set forth in Table 2 below.

Table 2	
Effective:	
January Hours 2013	\$.15
January Hours 2014	\$.21
January Hours 2015	\$.27
January Hours 2016	\$.33
January Hours 2017	\$.39
January Hours 2018	\$.45
January Hours 2019	\$.51
January Hours 2020	\$.57
January Hours 2021	\$.63
January Hours 2022	\$.69
January Hours 2023	\$.75

For bargaining agreements adopted on or after September 1, 2016, or which adopt this Table 3 before September 1, 2016, the Preferred Schedule requires the additional employer supplemental contribution rates set forth in Table 3 below.

Table 3	
Effective:	
January Hours 2016	\$.0330
January Hours 2017	\$.0436
January Hours 2018	\$0.542
January Hours 2019	\$0.648
January Hours 2020	\$0.754
January Hours 2021	\$0.860
January Hours 2022	\$0.966
January Hours 2023	\$1.072

With respect to bargaining agreements adopted on or after September 1, 2016, the contribution increases provided under this Table 3 are effective no later than four hours worked the first full month following the later of the effective date or ratification date of the new collective bargaining agreement, not to exceed 180 days following the expiration of such agreement.

The initial rate increase cannot be made retroactive unless the amount of the increases greater than the surcharge it replaces.

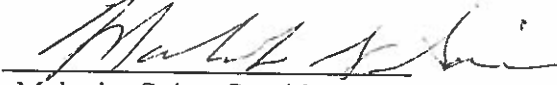
## Letter of Understanding Retirees Health and Welfare

Wind down and terminate the Retiree Health & Welfare Plan with assistance to current retirees, termination target date of December 31, 2018.

Effective May 2016 hours, defer \$0.02 per hour from active health & welfare contribution for a total Retiree Health & Welfare contribution of \$.03 per hour.

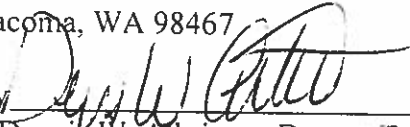
Upon termination, or sooner if practicable, redirect \$0.02 per hour back to the active plan contribution and redirect \$0.01 per hour and any remaining assets from the Retiree Health & Welfare Plan to pension for funding purposes only.

SOINE'S SHOES, INC. d/b/a, Red Wing Shoe Store  
1917 South 72nd Street  
Tacoma, WA 98408

By   
Malcolm Soine, President

Date 9-13-19

UFCW UNION LOCAL NO. 367  
6403 Lakewood Drive W  
Tacoma, WA 98467

By   
Dennis W. Albritton, Deputy Trustee

Date 12 September 2019