

AGREEMENT
BETWEEN
EMPIRE VISION CENTER, INC.
AND
IUE/CWA LOCAL 81408
CENTRAL LAB
JULY 13, 2016
TO
JULY 12, 2019

PREAMBLE

The purpose of this Agreement is to provide an orderly collective bargaining relationship between Empire Vision Centers, Inc. and the IUE/CWA and its Local 81408 with respect to the Bargaining Unit as defined herein, to secure and promote the prompt disposition of grievances and the efficient operation of the Company's business. This Agreement shall be regarded as a complete and full statement of the relationship between the Company and the Union. The parties agree that all matters and proposals raised in collective bargaining have been disposed of and no issues remain unsettled. No amendment, qualification, change, interpretation or alteration shall be effective unless it is made in writing and signed by duly authorized representatives of the parties who have executed this Agreement.

ARTICLE 1 **AGREEMENT**

This Agreement made and entered into this 13th day of July 2016, by and between IUE/CWA and its Local 81408 of P.O. Box 578, Haganan , New York 12086, hereinafter referred to as the Union, and Empire Vision Center, Inc. with its headquarters at 175 East Houston Street, San Antonio, Texas 78205, hereinafter referred to as the Company and/or Employer.

ARTICLE 2 **RECOGNITION**

The Company recognizes IUE/CWA and its Local 81408, their designated agents and representatives, and their successors and/or assigns as the sole exclusive bargaining agent in all matters pertaining to wages, hours and other conditions of employment for all full-time and specific regular part-time hourly associates in its Central Laboratory, AR Coating Laboratory, located at 6940 Fly Road, East Syracuse, New York 13057 except as excluded below.

The term associate, wherever used in this agreement, refers to all persons employed by Empire Vision Centers. This excludes confidential associates, managerial associates, corporate office associates and professional associates, guards, temporary or seasonal associates, supervisors and individuals whose sole purpose is to support the operations of the, AR Coating Laboratory, and the Central Laboratory.

Temporary and seasonal associates are defined as those individuals who work less than three consecutive months, who are hired to work on specific short-term projects, or as otherwise defined in this agreement.

Part-time associates who are regularly scheduled to work, or actually work, an average of less than twenty (20) hours per week over a six (6) month period shall be excluded from this Agreement. The Company shall not hire such part-time associates in a manner that will erode the bargaining unit.

ARTICLE 3
UNION SHOP

It shall be a condition of continued employment that all associates of the Employer covered by this agreement who are members of the Union in good standing on July 13, 2016, shall remain members in good standing. It shall be a condition of continued employment that all associates covered by this agreement and hired on or after July 13, 2016 shall, upon completion of their probationary period, become and remain members in good standing in the Union.

The Company will, within ten (10) working days after receipt of notice from the Union, discharge any associate who is not in good standing in the Union as required by the preceding paragraph.

ARTICLE 4
CHECK-OFF

The Company agrees to deduct each pay period from the wages of associates, who are members of the Union and who have signed authorization cards in the form annexed to this Agreement, the prescribed Union dues and initiation fees levied in accordance with the constitution and by-laws of the Union. The Company shall remit monthly, the amount so deducted to the IUE/CWA, AFL-CIO Headquarters in Washington, D.C. and all initiation fees to the IUE/CWA Local 81408, P.O. Box 578 Hagaman, New York 12086, or as otherwise designated by the Union.

The Union, by one of its officers, shall notify the Company in writing of the amount of such Union dues and initiation fees to be so deducted by the Company, and, for the purposes of the Agreement, the amounts specified in any such notice shall conclusively be presumed to have been established in accordance with the Constitution and by-laws of the Union.

The Union shall indemnify and save harmless the Company from any and all manner of claims, demands, suits, actions of other forms of liability which may arise against the Company out of or by the deductions provided for in this check-off article, the payment of the same to the Union or any other action taken or not taken by the Company.

ARTICLE 5
SAVINGS CLAUSE

Should any part hereof or any provisions herein contained be rendered or declared illegal, invalid, or an unfair labor practice by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by decision of any authorized government agency, including the National Labor Relations Board, the parties shall meet and negotiate with respect to substitute provisions for those parts or provisions rendered or declared illegal, invalid or an unfair labor practice.

ARTICLE 6
NON-DISCRIMINATION

The Company and the Union agree not to discriminate against any associate because of race, color, religion, age, sex, handicap, national origin, activity protected under the National Labor Relations Act, or sexual orientation, nor will they limit, segregate or classify associates in such a way that would deprive them of employment opportunities based on the aforementioned criteria.

When the masculine pronoun is referred to in this Agreement, it shall be deemed to refer to both male and female associates.

ARTICLE 7
NO STRIKES AND LOCKOUTS

During the life of this Agreement, or any extensions or renewals thereof, there shall be no authorized suspensions of work by the Union, strikes, picketing, boycott, slowdown, work to rule, or other authorized interruptions of work or interference, coercive or otherwise, with the Employer's business. Any disputes that may arise shall be settled under the provisions of the Grievance Procedure herein set forth.

During the life of this Agreement or any extensions or renewals thereof, there shall be no lockout of associates by the Employer because of labor dispute, and any dispute that may arise shall be settled under the provisions of the Grievance Procedure herein set forth.

The Company agrees that it will comply with all laws, regulations and/or government policies governing an associate's right to refuse to cross a picket line established at their work location when a strike against the Employer by a duly recognized collective bargaining representative is in effect.

ARTICLE 8
MANAGEMENT RIGHTS

The Company shall have the sole right to determine the manner and extent to which the facility and equipment it owns, operates and/or occupies shall be operated, services or employment increased or reduced, including the right to plan, direct and control operations, hire, suspend or discharge and the right to introduce new and/or improved methods, facilities or equipment.

It is agreed that all rights which are ordinarily vested in and are exercised by the Company, except those expressly relinquished by the terms of the Agreement, are reserved to and shall continue to be vested in the Company and such rights shall be retained by the Company, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. The Company may issue reasonable rules which shall supplement the Company's *Associate Handbook*, additional written policies, job descriptions and procedures to address any issues not expressly covered within the Articles of this Agreement. While the Company may be guided by the *Associate Handbook* additional written policies (including the HVHC policies), job descriptions and procedures to address any issues not specifically set forth in this Agreement, the

Union may challenge such decisions through the grievance procedures. In introducing new policies, the Company will notify associates by eye mail, post the policies for a reasonable period in the Lab, and the Location Manager will review the policies during operational meetings or training sessions. The Company will periodically advise associates of the associates' obligation to review Company policies, raise any questions they may have with their manager or Human Resources, and sign off on this policy review process.

Supervisory and management personnel retain the right to work regularly scheduled shifts, additional shifts and extra work to maintain staffing as part of their job duties and as scheduled by the Company. This is not to be used to erode the bargaining unit.

The Company reserves the right to add, expand, contract, locate, relocate, or close facilities as necessary. Any changes, which may impact the number of associates will be shared with the Union, with a minimum of thirty (30) days notice.

The Company has the right to insist on attendance by Union associates for training, to include but not be limited to, integrity, regulatory compliance, and procedures. The Company has the right to require that attendance by the Union associates be documented by the signing of a certificate of completion. If such certificate of completion requires anything other than a signature to verify attendance, a copy of the certificate of completion will be provided to the Union in advance.

Associates will be notified, when possible, of all required training at least one (1) week in advance of the scheduled occurrence.

The Union and the Company understand that there may be past practices in effect. A past practice is defined, for the purposes of this Agreement, as a practice concerning a term and condition of employment that is accepted by both the Union and the Company. Proof of past practice must be unequivocal, clearly enunciated, and acted upon, and readily ascertainable over a reasonable period of time, however, past practice(s) will not supersede any items contained in this Agreement. A failure to act by the Company or the Union does not establish a past practice. The Company shall not issue discipline for violations, which, they have failed to enforce unless the Company has given adequate notice that it intends to enforce such provision. Any changes to a past practice will be subject to good faith negotiations between the parties.

The Company has no obligation to train associates to meet the minimum requirements of a posted position.

The Company and the Union will continue their efforts to identify individuals that desire training and cross-training and facilitate that training through the Labor Management Committee.

ARTICLE 9
UNION REPRESENTATION

The Company recognizes and will deal with all accredited Stewards and all other Union representatives in all matters in which may affect the relationship between the Company and the Union.

A written list of Union Stewards shall be furnished to the Company immediately after their designation and the Union shall notify the Company promptly of any changes in the Steward.

The number and locations of the Stewards may be adjusted by mutual agreement of the Company and Union. The Company understands the need for Union representations at all worksites during regular hours of operation.

The Company agrees to grant permission, as may be necessary, for the Steward or union representative to carry out the investigation and processing of grievances.

Such arrangements shall include permission for Stewards to leave their job assignment to investigate and/or bring about a proper and expeditious disposition of a grievance in their location, department or area designated to their representation.

The Company shall pay Stewards their regular hourly earnings for time spent processing grievances during their regular work hours. Beginning January 1, 2011, paid time spent processing grievances shall be limited to a total maximum of two hours per week.

The Company will recognize one (1) Chief Steward for the bargaining unit. The Chief Steward will be granted up to two (2) hours per day or five (5) hours per week to attend to union business without loss of pay. Such time may be extended as circumstances warrant. The Chief Steward, in the course of performing union business, will not be denied access to any location where bargaining unit members' work.

At the written request of the Union, any member of the Union selected to attend Union conventions shall be given a leave of absence without pay, provided the Company is in mutual agreement of such leave. Requests must be submitted in writing at least thirty (30) days in advance and such time off will not exceed five (5) days per contract year.

The Company will pay lost time wages for four (4) associates for negotiations at eight (8) hours, three (3) days maximum, or twenty four (24) hours per associate.

Articles 10 and 11 Deleted

ARTICLE 12
BULLETIN BOARDS

The Company shall furnish a bulletin board which will be used by the Union for posting Union related information.

ARTICLE 13
PROBATIONARY PERIOD

For all new associates, the first ninety (90) calendar days shall be designated as a probationary period. Upon successful completion of the probationary period, an associate will become eligible for regular employment with the Company. The service date of an associate who successfully completes the probationary period shall be calculated from their original date of hire. The probationary period may not be extended except by mutual agreement between the Company and the Union.

During the probationary period, the employment of any individual may be terminated at the discretion of the Company, with or without cause and such termination shall not be a basis for a grievance, nor shall such action by the Company be subject to the grievance procedure.

A new associate's probationary period may also be extended for up to sixty (60) days, if it is determined that satisfactory progress in the completion of given responsibilities, has not occurred. This extension, which will be documented on the prescribed form, will be at the mutual agreement of the Company and the Union. If agreement to extend the probationary period is reached, a copy of the documentation will be provided to the appropriate shop steward and the Union.

The probationary period for part time associates hired on or after July 13, 2004, will be the first one hundred eighty (180) calendar days.

ARTICLE 14
PART-TIME STATUS

1. The Company maintains the right to employ part time associates.
2. A part time status is defined as any associate who works less than thirty (30) hours per week.
3. Part time associates who work or who are scheduled to work an average between twenty (20) and twenty nine (29) hours over a six (6) month period will receive fifty percent (50%) of contractual earned time benefits and shall pay pro-rated union dues.
4. Part time associates will be eligible for paid sick time, vacation time, holiday pay and personal business days according to the above pro-rata schedule.
5. Part time associates are not eligible for any Company sponsored insurance coverage (medical, life and dental).
6. A review of hours of part-time associates to determine eligibility under this article will be conducted by the Company's payroll department twice each year between the 1st and the

15th during the months of May and November. The review will be conducted for the previous six (6) months from the date of the review. If an associate satisfies the hour requirements as defined by paragraph three (3) of this article, he/she will be notified of their new status in writing and will be provided union cards for completion. If an associate does not satisfy the requirements, he/she will be notified of their new status in writing and will be required to use his/her vacation and/or personal time within sixty (60) days which may be extended at the discretion of the Company. Accrued sick time will be lost and the associate will no longer be paid holiday pay on a pro-rata schedule as defined by paragraph 4 of this article.

7. If a full-time associate is reclassified to part-time status, he/she will start accruing pro-rata paid time off as of the date of reclassification and will be reviewed in the next quarter as defined by paragraph seven (6) of this article.
8. The use of part time associates will not be used to erode the bargaining unit.

ARTICLE 15 **SENIORITY**

Seniority shall mean the length of continuous service with the Company and represented by Local 81408. If an associate transfers to this bargaining unit, they will maintain their same seniority. Once in this bargaining unit, bidding on job postings will be based on bargaining unit seniority.

Where two or more associates have the same seniority date, they shall be ranked by random selection.

Seniority shall be deemed broken:

- a) When an associate voluntarily terminates employment (including walking off the job). Walking off the job does not include engaging in a strike.
- b) When an associate is discharged for just cause.
- c) In the event that a layoff extends beyond one (1) year duration.
- d) When an associate fails to return to work seven (7) days from recall. Recall shall be by registered mail.
- e) When an associate is absent for more than two (2) consecutive work days and/or fails to call in for two (2) consecutive work days, except for an emergency situation which makes it impossible for the associate to do so. The associate must speak personally to their supervisor or their designated alternate.
- f) When an associate resigns from the bargaining unit position for a non-bargaining unit position within the Company, all seniority is lost.

If an associate resigns or is terminated, he/she will be entitled to any unpaid time worked. Upon separation from employment, an associate is entitled to any unused vacation time only if he/she resigns with two (2) weeks' notice and does not miss any scheduled time during the notice period, or is terminated under circumstances that do not constitute just cause (e.g., inability to

return at the conclusion of an approved leave). An associate who is terminated for cause is not entitled to pay out of accrued vacation.

Layoff will be based on overall union seniority and within job classification by department.

Under the terms of this Agreement, all associates are required to inform their supervisor and the Human Resource Office of any change in their personal status. If a change occurs in any of the following areas, the Human Resource office must be immediately notified.

The following is a sample, but not an exclusive list:

Marital Status	Dependent Status
Home or Mailing Address	Beneficiary Designated
Legal Name	Income Tax Exemptions
Home Telephone Number	Emergency Contact and Phone Number
Immigration and Naturalization Status	

It shall be the responsibility of each associate to keep the Company apprised of any changes.

ARTICLE 16 **JOB POSTING**

Where a bargaining unit vacancy occurs, the Company shall make a determination whether a vacancy posting shall be issued. Should the Company decide to issue a vacancy posting, such notice of the job posting shall be posted electronically for three (3) full consecutive work days using the Company's recruitment management system. The Company will provide the Chief Steward with written notice of each posting. If an associate wishes to be considered for a job opening, they must submit an electronic bid for the opening by completing a job bid form and submitting it electronically to the Human Resource Department during the posting period.

Posted positions will be awarded to the most senior associate that meets the minimum qualifications as defined in the responsibility description, and whose attendance, disciplinary history, experience and past performance are acceptable to the Company. When a part time associate bids for a job posting, the associate's seniority will be based on hours worked. Any paid time off will be treated as time worked, when calculating seniority. The Company will not exercise its judgment in an arbitrary or capricious manner.

The Company shall notify the Chief Steward or the Steward if the Chief is unavailable of all successful bidders within 3 business days. A successful bidder shall be placed in his/her new position within a reasonable period, except where business needs require extra time for transition. The associate and the Chief Steward shall be informed of the specific business need. The associate shall be paid at the higher rate when placed in the position or 2 weeks after awarded the position, whichever comes first.

There shall be a trial period of thirty (30) days for any associate who changes responsibilities as a result of a job posting. If the associate does not successfully complete the trial period, he will be returned to his former job. An associate may choose to return to his former job at any time

during this trial period. Any associate not successfully completing the trial period, at either the associate's choosing or the Company's, will be ineligible to respond to future postings for a period of six (6) months. The Company will not exercise its judgment in an arbitrary or capricious manner.

Should the responsibilities become available again, the Company will consider all remaining bids that were filed initially, provided that such bids were received in a timely manner. Jobs vacated prior to the thirtieth (30th) day of the trial period, shall not be reposted as the Company may look to the remaining bids for consideration, should the Company wish to fill the position.

Should an associate's new responsibilities pay a higher rate than the responsibilities previously performed, the associate shall receive the higher rate immediately upon placement into the new position, or 2 weeks after awarded the position, whichever comes first. The Company shall have no more than the completion of the thirty (30) day trial period to notify the affected associate as to the Company's determination that the associate has or has not demonstrated the necessary knowledge and skills to perform the job.

Associates who bid into a higher level position will receive the minimum rate for that level or an increase of fifty cents (\$0.50) per hour, whichever is greater.

When no qualified associate is available or there are no bids for a posting, the Company may hire new associates from outside of the organization, or may at the Company's sole discretion, choose not to fill the position. The Company is not required to re-post a position that has been posted with no successful bidder within the prior six (6) months.

Notwithstanding any other terms of this Agreement, the Company may recruit and hire new associates from outside the organization at the same time that it posts vacancies for internal bids. No internal Union associate, who timely bids on a posted vacancy, will be denied a position because of a new hire, except that, based on business needs, the Company may reasonably delay the timing of an associate's move into a posted position to coordinate the staffing of vacancies. The Company may, in its sole discretion, choose not to fill any vacant position at any time. The Company shall have no requirement to issue job postings across bargaining units or to recognize cross bargaining unit seniority for job posting purposes.

Should an associate with a higher skill level, post for a position in a lower skill level, the associate's salary shall be adjusted to reflect the change in classification, such adjustment shall be based upon the average wage of the associates within that job classification and shift, but shall not be less than the rate the associate was paid when he/she previously worked in this job title without adjustment for intervening annual cost of living increases.

The Company has no obligation to train associates to meet the minimum requirements of a position posting.

ARTICLE 17
LAYOFF

When a work force reduction becomes necessary, temporary or otherwise, the Company will provide written notification to the Union, the appropriate shop steward, and the affected bargaining unit associates with a minimum of 15 days notice. Part time bargaining unit associates will be laid off before full time bargaining unit associates, regardless of seniority within position description and location. Part-time associates being laid off will be based on actual hours worked while members of the bargaining unit.

The Company will determine the timing of any layoff, the number of associates to be laid off and the job(s) and department(s) affected.

All work force reductions shall be by seniority within a job classification within a department/location.

An associate laid off in accordance with this section, may bump any associate with less seniority provided they meet the qualifications of the job. Bumping is confined to positions in which the associate is qualified to perform and within the bargaining unit. Before any workforce reductions, layoffs, or reductions in hours, the Company will lay off part-time non-bargaining unit associates or reduce part-time bargaining unit associates prior to full-time associates. Should an associate with greater seniority, bump an associate of lesser seniority in a lower skill level, the senior associate's salary shall be adjusted to reflect a change in classification, such adjustment shall be based upon the average wage of the associates within that job classification and shift, but shall not be less than the rate the associate was paid when he/she previously worked in this job title increased for all intervening annual cost of living increases since the associate last held the job title. Associates who bump to a higher level classification will receive the minimum rate for that level or an increase of fifty cents (\$0.50) per hour, whichever is greater.

No new associates will be hired for a given location, while layoffs are in effect for that department or job classification; it being the intention of the parties that laid-off associates shall be recalled in the inverse order of layoff before any new associate are hired. If a layoff extends for more than twelve (12) months, the affected associate will be terminated. Any associate re-hired after more than twelve months on lay off, will begin their association anew and begin at the bottom of the seniority list.

Should it become possible to recall associates during a layoff, associates will be able to respond to the posting for whatever positions are available. If the available responsibilities are of a lesser classification than that of their pre-layoff position, the returning associate's hourly wage may be adjusted to reflect their new responsibilities. Posted positions will be awarded to the most senior associate who meets the minimum qualifications of the job as defined in the responsibility description.

ARTICLE 18
GRIEVANCE AND ARBITRATION

GRIEVANCE PROCESS

Any difference of opinion, controversy or dispute between the Company and any associate concerning rate of pay, wages, hours of employment, or concerning the interpretation or application of this Agreement, and which, in the instance of difference of opinion, controversy or dispute between the Company and any associate, is not settled or adjusted by the Supervisor, shall be considered a grievance.

A grievance shall be deemed untimely if it is not initiated within ten (10) business days from the date the associate becomes aware of the incident.

The following procedures may be initiated by either party, after a good faith investigation of the matter, and shall be applied and relied upon by both parties as the sole and exclusive means of seeking adjustment and settling any grievance, except as otherwise specifically provided herein:

Step One – By conference between the Union Representative/Steward, the Supervisory/Management Personnel, and a Company designated representative. If no settlement is reached by the end of the second working day, the grievance shall be reduced to writing, on a prescribed form to include date filed, article affected, steward name, aggrieved name, type of grievance, description of incident and remedy desired and at the request of either party, referred to:

Step Two – By conference between the Union Representative/Steward, Supervisory/Management Personnel and a designated representative of the Human Resource Department. If no settlement is reached by the end of the fourth work day, either party may request that the grievance be referred immediately to:

Step Three – The company response shall be reduced to writing by a designated representative from the Human Resource Department, or their designated representative within ten (10) business days from the last date of step two. The company response is submitted to the steward or other union representative that filed the grievance. If no settlement is reached by the end of the fourth workday after the grievance response is submitted by the company, the union may request that the grievance be referred to Step Four or it will be considered dropped.

Step Four – If not resolved, the grievance may be submitted to arbitration with the American Arbitration Association (AAA) in accordance with its labor arbitration rules. Notice of intent to arbitrate shall be given in writing to the AAA and the Company within thirty (30) calendar days from the date of the third step response, unless an extension is mutually agreed to. The Company and the Union may mutually agree to eliminate one or more of the foregoing steps, if deemed advisable in a particular case.

In the event that a Steward is unavailable to represent an associate in a grievance, the Union may designate a replacement representative. Such representation may be done by telephone.

The Local Union President or their designee may be present at any point in the grievance process. A representative from the International Union may be present at Step Three and above if deemed necessary by the Local 81408 President. The time frames herein may be extended by mutual agreement.

ARBITRATION PROCEDURE

The decision of the arbitrator will be binding upon both parties. All fees incident to the services of the arbitrator shall be shared equally by the Company and the Union.

By mutual agreement, the parties can select other alternatives to the American Arbitration Association.

The arbitrator shall set a date for the hearing as promptly as possible after his appointment, and shall make his award as promptly as possible after the hearing.

In all arbitration cases, the Union may be represented by a Grievance Committee consisting of the Chief Steward, the Location Steward and the Local 81408 President or designee.

POWER AND AUTHORITY OF THE ARBITRATOR

The arbitrator shall not have the power or authority to alter any of the terms of this Agreement.

ARTICLE 19 **DISCHARGE OR DISCIPLINE**

The Company shall have the right to discipline or discharge associates for just cause in accordance with the established, reasonable Company rules and regulations, which may be modified from time to time by the Company. In the case of the discharge, the Company shall furnish the discharged associate a signed statement giving the reason for discharge. The Company shall also supply a copy of the signed statement to the President of Local 81408 as well as the representing steward.

Disciplinary actions, when necessary, will follow a three-step progression as follows:

1. **First Written Warning:** The first time it becomes necessary to address an opportunity for improvement with an associate, there will be a verbal conversation which covers the issue at hand, as well as the expectations for improvement and the time frame in which these expectations should be accomplished. Formal written documentation will be developed on the prescribed warning document and will indicate the time and date of the conversation, parties present, and desired outcomes. Copies of this warning notice, will be placed in the associate's file and provided to the associate in question, as well as the Local 81408 office.

2. **Second Written Warning:** The second time a given opportunity for improvement is discussed with an associate, formal, written documentation of this incident will be once more developed on the prescribed warning document. Copies of this warning notice, will be placed in the associate's file and provided to the associate in question, as well as the Local 81408 office.
3. **"Final" Warning:** The third time it becomes necessary to address a given situation with an associate, formal documentation will once more be placed in the associate's file and provided to both the associate and the Local 81408 office.

Any additional occurrence of unacceptable behavior, as documented in the aforementioned process, may result, at the Company's sole option, in more severe discipline, including suspension or dismissal without the need for prior discussion or approval from the Union. Additionally, the Company reserves the right to bypass the aforementioned process and discharge an associate immediately, for certain causes, as listed in the Company's *Associate Handbook*. Any modifications to the Company's *Associate Handbook* regarding causes for immediate discharge will be provided to the Union. Discipline at all steps shall only be for just cause.

Any documentation related to the aforementioned disciplinary process will remain in a given associate's human resource file. At the end of a six (6) month period (measured from the date of the most recent occurrence), if there have been no further incidents by the associate, the associate will revert to the prior step in the progressive discipline procedure. All discipline must be issued within twenty (20) calendar days of the occurrence or within twenty (20) calendar days of the Company becoming aware of the occurrence.

When the Company bypasses steps in the discipline process and issues a final warning, if there have been no further incidents by the associate, the associate will revert to the first step at the end of six (6) months. Any prior discipline may be introduced by either party in the event of an arbitration over the associate's discipline.

Causes for discipline will be categorized as follows:

1. **Attendance/Performance:** All matters relating to opportunities with an associates' punctuality, consistency in attendance, and performance will be categorized as such. This category will also include excessive, early departures before the completion of the days responsibilities and failure to accurately report times worked or missed on the weekly, payroll time sheets.

The existence of remaining unused sick time or a doctor's note for an absence does not necessarily preclude an associate from being written up with formal documentation, if such absences are out of the norm, clustered around a short period of time, or an abuse of sick leave, such as, taking sick time before scheduled time off or after a request for time off is denied.

Any disciplinary documentation related to both the timely and acceptable completion of an associates responsibilities will be classified in this category of discipline. The job descriptions provided to each associate will serve as the basis for these contentions for improvement.

Failure to work mandatory overtime, when required, may result in disciplinary action.

2. **Insubordination/Violation of Company Policy**: All matters related, but not limited to, unacceptable interpersonal encounters as outlined in the Company's *Associate Handbook*, refusal to perform responsibilities as outlined in the responsibility description, unwarranted physical or verbal abuse, sabotage of productions results, etc., will be classified as insubordination and addressed accordingly. Any modifications to the Company's *Associate Handbook* regarding unacceptable interpersonal encounters will be provided to the Union.

Documentation of disciplinary actions and for regression is not mutually exclusive by category.

Any breach of State or Federal privacy regulations, breach of security, inappropriate use of protected health information (including, but not limited to conversion, of company assets such as member identification numbers), misleading or deceptive statements on applications for insurance, employment, or other paperwork, or health care fraud shall be cause for immediate dismissal without warning.

ARTICLE 20 **SAFETY AND HEALTH**

The Company, in accordance with all Federal, State and Local Safety Laws, rules and regulations, agrees to maintain a safe and healthful work environment for its associates. In accordance with the above, associates must observe all Company safety procedures and use of safety equipment, as well as all State and Federal regulations. In this regard, associates must be alert to any and all unsafe conditions which may exist in the work unit that could lead to injury. All unsafe conditions must be promptly brought to the attention of the Supervisory/Management Personnel.

An associate who is injured or becomes ill while at work, should report it immediately to the Supervisory/Management Personnel, regardless of how small or insignificant the injury may seem, so that the associate may receive proper medical attention, the cause of the injury may be addressed, and documentation may be completed. In the event that the accident or injury happened at work and required medical attention after going home, the associate must call a Supervisory/Management Personnel advising what care was needed. Your safety and welfare is a great concern to Empire Vision Center, Inc. The Company encourages all associates to adopt a strict regard for "safety" as part of their individual responsibility.

The Company, in accordance with regulations established by the Federal Government, have identified certain chemicals as hazardous. Material Safety Data Sheets (MSDS) shall be available. Associates are required to follow the established procedures for handling any chemicals as designated in order to minimize any danger associated with the use of such chemicals.

The associates responsibility is to observe and obey safety rules. The following is a sample, but not exclusive, listing of safety standards:

- Prior to using any equipment or materials, make sure you have read the instructions or have been properly instructed in the use of the equipment.
- The Union shall encourage common sense and safe, professional behavior.
- As prescribed by OSHA, all associates must wear safety eyewear and any other protective devices as needed or directed by the Supervisory/Management Personnel. An initial pair of safety eyewear will be supplied by the Company. Associates shall incur the cost of any replacement. Associates not possessing the appropriate eyewear will not be permitted to work.
- Unauthorized repairs to machinery are prohibited.

Associates must turn off and disconnect machinery from power source, consistent with the training for lock out, tag out procedures, before cleaning, clearing jams, or making authorized equipment repairs.

The Company shall have the right to establish dress code procedures necessary to protect the safety and welfare of all associates. Associates may not wear loose clothing, jewelry, or open-toed shoes, or other items that will cause a safety hazard. Associates must follow the dress code for their particular department as well as the guidelines established in the Company's *Associate Handbook*.

The Company will establish a Safety Committee for the Central Lab.

ARTICLE 21 **WORKING CONDITIONS**

If an associate is aware of an unsafe working condition, they should report it to their Supervisory/Management Personnel. If there is no response, the steward should bring the matter to the attention of the Executive Vice President of Manufacturing at 175 East Houston Street, San Antonio, Texas 78205 and the Local 81408 union office at P.O. Box 578 Hagaman, New York 12086, (518) 774-5074.

ARTICLE 22
WORK SCHEDULE

1. **Work Week** – The Company retains the right to alter the work schedule to accommodate business needs. Based on business conditions and at the discretion of the Company, every effort will be made to allow for associates to have two (2) days off in a row, during the work week.

2. **Breaks** – For full-time associates, the Company shall grant a fifteen (15) minute break in the first four (4) hours of the shift, a thirty (30) minute lunch break, and a fifteen (15) minute break in the last four (4) hours of the shift. Associates will receive a 15 minute break at the end of the shift when overtime is assigned and at least 2 hours of overtime is anticipated and a 15 minute break for any additional 2 hours of overtime.

3. **Overtime** – One and one half times the regular hourly wage shall be paid for all hours worked and/or observed holidays paid in excess of forty (40) hours per week. All paid time off, except Company observed holidays, is expressly excluded from hours worked. Personal time is not included as time worked for overtime. Associates that work on Sunday shall receive one and one-half times their regular hourly rate for all hours worked, except current associates who bid into a new schedule that includes regularly scheduled work on Sunday, and any associate hired after July 17, 2007 who is regularly scheduled to work on Sunday shall receive their straight time hourly rate and will not receive overtime pay for the Sunday work. .

4. **Mandatory Overtime** – Overtime will be offered on a voluntary, rotating basis starting with the most senior associate(s) so that each associate will be offered overtime before the most senior associate is again offered overtime. If there are not a sufficient numbers of volunteers as may be required, the Company may invoke mandatory overtime, in reverse, rotating order of seniority using the same method as for voluntary overtime. Failure to work mandatory overtime, when required, will be cause for disciplinary action. An associate with a scheduled day off during the week in which mandatory overtime is scheduled, or on the work day immediately after mandatory overtime is exempt from the mandatory overtime assignment.

5. **Disruptions to Production** –

a. In the event that the Company deems it necessary to close the Central Lab due to adverse conditions (weather, system/equipment outages, etc.) prior to the start of the workday, associates will not be paid for the hours they were scheduled to work, but shall use a sick, personal or vacation day to make up scheduled hours. The Company will also use reasonable efforts to schedule associates to make up time missed under this provision in the same payroll period, based on business needs and seniority, which may include assignments to other departments. An associate has the option to decline assignment to another department and take paid time off instead. The total alternative assignment plus paid time off cannot exceed the total time missed due to the adverse conditions.

b. If the Company decides to close the Central Lab during the course of the workday, in order to ensure the safety and well-being of our associates, all associates will be paid for the hours they worked as well as the balance of the hours they were

scheduled to work, up to a maximum of eight (8) hours for any period of continuous closure.

c. Should the Central Lab open when the weather is threatening, only those associates who reported for work will be paid for the full hours they were scheduled to work, up to a maximum of eight (8) hours, whether or not it should become necessary to close later in the day. Those associates who do not report for work when the Central Lab is open, shall use a sick, personal or vacation day to make up the time missed, and will not be disciplined for a reasonable decision not to report to work because of inclement weather.

If an associate has a scheduled vacation that is approved prior to a disruption to production, but has insufficient accrued vacation because of the required use of paid vacation during the disruption, he/she may take unpaid time for the approved vacation.

ARTICLE 23 VACATIONS

Current, full-time associates will be allocated paid vacations on the anniversary of their hire date as a full-time associate according to the schedule below:

<u>LENGTH OF SERVICE</u>	<u>VACATION ALLOCATION</u>
At least 1 year, but less than 3 years	2 weeks
At least 3 years, but less than 8 years	3 weeks*
More than 8 years	4 weeks*

The Company agrees to pay each associate their vacation pay, the payday prior to the beginning of their vacation period, if requested on the vacation request forms currently used, in accordance with Company policy.

Vacations must be taken within the twelve (12) month period following allocation. Vacations cannot be carried over into the succeeding anniversary year.

Request for vacation must be presented to Supervisory/Management Personnel at least thirty (30) days, but not more than one hundred eighty (180) days prior to the date of the beginning of the vacation period. Associates are to place their requests through the eye portal and retain a printed copy with time and date. Upon receiving a request for vacation, the Company must answer the request within ten (10) working days from the date the request is received by the Supervisory/Management Personnel. If no response in ten (10) working days, the steward should bring it to the attention of the Human Resource Department. The Human Resource Department will respond within two (2) workdays. If two or more associates present a vacation

request for the same time period within seven (7) days of each other, the Company will approve the vacation request from the associate with greater seniority. Nothing shall prevent a vacation request that is not submitted in accordance with this paragraph from being considered by the Company.

*An associate entitled to three (3) weeks of vacation shall have the option of taking one (1) week's pay in lieu of vacation, or taking the week as vacation, subject to the approval of the Company based on the demands of the business. An associate entitled to four (4) weeks of vacation shall have the option of taking two (2) weeks' pay in lieu of vacation, or taking the weeks as vacation, subject to the approval of the Company based on the demands of the business.

An associate with any approved vacation of one day or more may not cancel the vacation within 30 days of the start of the vacation.

The Company reserves the right to approve/deny vacation based upon the demands of the business. If, based upon the demands of the business, the Company denies a vacation that would otherwise be lost by expiration of the eligibility period, the Company may choose to either extend the eligibility period, or pay the associate for the vacation time and allow him/her to continue working. The option chosen will be up to the discretion of the Company.

Vacation time does not carry forward to the next year unless approved in writing in advance.

Associates entitled to three or more weeks of vacation may be allowed to take the three weeks consecutively, provided: (i) the Associate must request the vacation time at least 90 days in advance; (ii) no more than 1 associates may be out on a three week vacation at the same time; (iii) the 3 week vacation may not be taken in conjunction with a Holiday or extended because of a Holiday; and (iv) Associates may take a maximum of 3 consecutive weeks of vacation once every 3 years.

Scheduled vacation time must be used in blocks of at least four (4) hours at a time. Associates may use vacation time in smaller blocks as approved by their location manager on an unscheduled basis

Part-time union associates who average more than twenty (20) hours a week are entitled to vacation time on a pro-rated basis, as referenced in Article 14.

ARTICLE 24 **HOLIDAYS**

The Company will recognize certain holidays. Business conditions will determine the operating schedule on these recognized holidays. As much advance notice as possible will be given to associates regarding the operating schedule on holidays. Associates shall be paid eight hours of pay at their rate of pay for the following recognized Holidays, regardless of the day of the week on which they fall:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

Effective July 2016, three holidays (Martin Luther King's Birthday, President's Day and the Birthday holiday) are converted to 24 hours of personal time and added to Article 26.

Holiday Scheduling:

- a. If the Company anticipates work on the holiday, it will seek volunteers for that work in advance of the holiday, including volunteers willing to work 4 or more hours. Staffing requires an appropriate number of associates with the necessary skills to complete the work. If there are not a sufficient number of qualified associates who volunteer, then mandatory scheduled holiday work by seniority will be assigned at least 2 work days before the holiday (e.g., Thursday for a Monday holiday). Any associate who volunteers and works for a holiday shall be placed at the bottom of the mandatory holiday seniority list for the next holiday. Some holidays may require all associates to work, except as exempt under Article 22, paragraph 4. An associate who volunteers or is mandated but fails to work is subject to discipline
- b. An associate who is scheduled for mandatory overtime may arrange for a replacement to work the overtime in his/her place, provided the replacement is qualified for the assignment (as determined by the Company) and both associates sign off on the replacement and approved by the Company before the start of the shift. Once an associate agrees to be a replacement, he or she is responsible to work and will be subject to discipline for failure to work the mandatory overtime.

When work is performed on a holiday (except Thanksgiving and Christmas Day), associates shall receive payment for the holiday at their straight time hourly rate plus one and one-half times their regular hourly rate for all hours worked on the holiday as defined by the Company's holiday schedule. If work is performed on Thanksgiving or Christmas Day, associates shall receive payment for the holiday at their straight time hourly rate plus two times their regular hourly rate for all hours worked on those holidays.

The Company reserves the right to schedule the work force as necessary to meet operational demands, based on seniority as applied to Mandatory Overtime.

Should any of the holidays listed in this Agreement fall on an associate's day off, the associate shall receive another day off as his day off during a period of three (3) weeks before or three (3) weeks after the holiday. The associate shall be paid eight hours of pay at their rate of pay.

In order to receive pay for the above Holidays, the associate must have worked his scheduled shift on the day before and the scheduled day after the Holiday. If an associate is ill and provides

a doctor's note upon returning to work or if the manager can verify the illness, they will be eligible for pay.

Any associate whose regular work schedule would normally be more than eight hours on a Company observed holiday shall receive holiday pay for his/her normal work schedule (e.g., an associate who is regularly scheduled for ten hours on Thursdays would receive ten hours of holiday pay for Thanksgiving).

ARTICLE 25 **SICK PAY**

Regular, full-time associates shall be entitled to 48 hours sick leave each year which shall accrue on the associate's anniversary date.

Part-time union associates averaging twenty (20) hours or more per week, will receive sick time on a pro-rated basis, as referenced in Article 14.

Unused sick leave shall be paid to eligible associates in the payroll period after their anniversary date each year.

New associates accrue sick time benefits at the rate of one (1), eight (8) hour day, on the first (1st) of each month, after completing a ninety (90) day probationary period, until the yearly maximum benefit is accrued. The accrual of sick time renews thereafter on the associate's anniversary date.

All sick time should be reported as soon as possible, but not less than one (1) hour prior to the associates regularly scheduled start time, to their Supervisory/Management Personnel. Associates are required to call in daily and speak directly to their Supervisory/Management Personnel, or any management designee in their absence (unless a leave of absence has been granted). Leaving a voice mail message for your Department/Location Manager is only acceptable when followed up with a phone call directly with your supervisor within 2 hours after the start of your shift. A text message is not acceptable notice. When calling, associates should advise their Manager of the following: the reason for the absence, the estimated length of absence, the status of work assignments, and where they can be reached.

Sick time is available for personal illness or the illness of a dependent.

In all cases of two (2) or more consecutive (consecutive scheduled days of work) days of absences due to illness, injury, or where a safety or health risk may be present, associates are required to submit a doctor's note to their Manager upon returning to work. Any unexcused absence (an absence without a doctor's note) may serve as the basis for disciplinary action. Any combination of five unexcused absences, tardies and/or early departures in six months, or seven tardies of one hour or less on six months are considered unacceptable and will be the basis for discipline.

Associates must forward these doctor's notes to their Supervisory/Management Personnel and/or Human Resources when such certificates are required.

The Company and the Union agree to operate in compliance with the provision of the Family Medical Leave Act.

Associates shall be required to utilize their accrued paid time off while on FMLA and disability leave.

Associates who call off sick and who have no accrued sick time will be charged with the used of other accrued time (i.e., vacation and personal time).

ARTICLE 26
PERSONAL TIME

Personal time is granted to associates for the purpose of conducting personal business which cannot be taken care of during the off hours of work.

Personal time is being converted from an anniversary date accrual to a January 1 accrual. For the remainder of 2016 (effective July 13, 2016 through December 31, 2016), associates will continue to accrue 32 hours of personal time on their anniversary dates. All personal time accrued in 2016 must be used by December 31, 2016 or it will be lost.

Effective January 1, 2017, and each January 1 thereafter, associates with at least one (1) year of service shall accrue 56 hours of personal time.

New Associates

- a. Effective July 13, 2016, new associates are eligible for personal time on the date of hire, based on the table shown below:

Hire Month	Personal Hours		Hire Month	Personal Hours
January	56		July	35
February	56		August	30
March	56		September	23
April	52		October	18
May	47		November	12
June	42		December	7

- b. New associates hired on or after July 13, 2016, shall accrue 56 hours of personal time on each January 1 thereafter.

Personal time does not accumulate from year to year.

Personal time will be approved at the discretion of Management with at least seven (7) calendar days advance notice. In the case of an emergency, every effort will be made to accommodate the associate's request. Personal time and sick time may be taken in one hour increments.

Part-time union associates who average twenty (20) hours a week or more, with less than one (1) year of service, will be granted eight (8) hours of personal time at the end of nine (9) months of service.

ARTICLE 27 **JURY DUTY**

An associate must notify his Supervisory/Management Personnel no later than his first scheduled work shift following receipt of notice of selection for jury duty or examination. The Company may request that the associate be excused, exempted or rescheduled from such jury duty if, in the opinion of the Company, the associate's absence for the purpose of jury duty would create an operational hardship for the Company.

Any associate scheduled to work, but who is absent from work due to jury duty or jury examination, shall be paid at their normal straight time hourly rate for the first three (3) days, or parts thereof. Commencing on the fourth day of jury duty, the associate will be paid the difference between the amount paid by the court and their normal, straight time rate. Such time shall not exceed eight (8) hours in any one (1) day, or forty (40) hours in one (1) week or ten (10) days each year.

An associate selected for jury duty who is on other than the Day shift will be assigned to the Day shift for those days on which he is required to serve as a juror.

Associates are expected to work all available, reasonable hours outside of those actually required for jury duty or jury examination. This shall include "on-call" time.

In order to be eligible for such payment, the associate must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received from the court.

ARTICLE 28 **BEREAVEMENT LEAVE**

An associate who is scheduled to work may be excused from work because of a death in his immediate family. If excused, he shall be paid an allowance for the hours he is scheduled to work Monday through Friday, not to exceed eight (8) times his hourly base rate of pay for each day excused, for not more than three (3) days.

Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attending the funeral of the deceased member of the family.

Immediate family for the purpose of this section is defined as Spouse or domestic partner (as defined under the Company's policy), child, step-child, or grandchild, parent (step and in-law), grandparent (in-law), legal guardian, or siblings (step and in-law).

In addition, one half (1/2) day may be taken as paid bereavement to attend the funeral of an aunt, uncle, niece, nephew or cousin.

ARTICLE 29
BENEFITS

1. Effective for the duration of this Agreement, the Company shall offer bargaining unit associates the opportunity to participate in the HVHC benefits program as offered to other HVHC associates (which includes medical, dental, vision, short term disability, long term disability and life insurance). Benefit contributions shall be consistent with those contributions required of the Company's non-bargaining unit associates. The HVHC benefits program reserves the right to change carriers, benefits, and coverages.

Articles 30, 31, and 32 Deleted

ARTICLE 33
SEVERANCE PAY

The Company agrees to pay 55 hours of severance pay as payroll continuation for every year of full-time service only to associates who:

- Are laid off due to the elimination of their position.
- Lose their job due to the return of a veteran from active duty in the Armed Services.

If associates exercise their bumping rights and are successful, they are not entitled to severance pay. If an associate has already received severance pay for unused sick, vacation, or personal days, the associate must repay this pay back by the end of the second (2nd) pay period. Any associate who loses their job for any of the reasons listed in this Article, must notify the Company within five (5) business days from the time they are notified of their layoff, if they intend to use their bumping rights.

ARTICLE 34
PENSION

The Company shall contribute \$16.00 per forty (40) hour work week to the IUE/CWA Defined Pension/401(k) Plan set up for full time associates covered by this Agreement. This amount shall be reduced by \$0.40 per hour of unpaid time off, under forty (40) hours.

Beginning the first pay period in August 2010, the Company shall contribute \$17.00 per forty (40) hour work week to the IUE/CWA Defined Pension/401(k) Plan set up for full time associates covered by this Agreement. This amount shall be reduced by \$0.425 per hour of unpaid time off, under forty (40) hours.

Beginning the first pay period in August 2011, the Company shall contribute \$18.00 per forty (40) hour work week to the IUE/CWA Defined Pension/401(k) Plan set up for full time associates covered by this Agreement. This amount shall be reduced by \$0.45 per hour of unpaid time off, under forty (40) hours.

Beginning the first pay period in August 2012, the Company shall contribute \$19.00 per forty (40) hour work week to the IUE/CWA Defined Pension/401(k) Plan set up for full time associates covered by this Agreement. This amount shall be reduced by \$0.475 per hour of unpaid time off, under forty (40) hours.

Beginning the first pay period in August 2013, the Company shall contribute \$20.00 per forty (40) hour work week to the IUE/CWA Defined Pension/401(k) Plan set up for full time associates covered by this Agreement. This amount shall be reduced by \$0.50 per hour of unpaid time off, under forty (40) hours.

Beginning the first pay period in August 2016, the Company shall contribute \$21.00 per forty (40) hour work week to the IUE/CWA Defined Pension/401(k) Plan set up for full time associates covered by this Agreement. This amount shall be reduced by \$0.525 per hour of unpaid time off.

Beginning the first pay period in August 2017, the Company shall contribute \$22.00 per forty (40) hour work week to the IUE/CWA Defined Pension/401(k) Plan set up for full time associates covered by this Agreement. This amount shall be reduced by \$0.55 per hour of unpaid time off, under forty (40) hours.

Beginning the first pay period in August 2018, the Company shall contribute \$23.00 per forty (40) hour work week to the IUE/CWA Defined Pension/401(k) Plan set up for full time associates covered by this Agreement. This amount shall be reduced by \$0.575 per hour of unpaid time off, under forty (40) hours. under forty (40) hours.

In the event of any default in payment by the Company and the Fund must sue to enforce payment, the cost and expense, including attorney's fees shall be borne by the Company.

ARTICLE 35 **WAGES**

A. JOB CLASSIFICATIONS AND WAGE RANGES

The minimum pay rate for all skill levels will increase by 70 cents each year of the contract. The maximum pay rate for all skill levels will increase by \$1.00 each year of the contract. Charts

showing the skill levels, job classifications, roles and responsibilities, minimum pay and maximum pay for each year of the contract are set forth in Appendix A.

B. GENERAL WAGE INCREASES

There will be a general wage increase for eligible associates beginning in the first payroll period after the specified date:

July 13, 2016:	55 cents
July 13, 2017:	50 cents
July 13, 2018:	30 cents

Any associate who is eligible for an increase due to the change in skill level minimums will receive the greater of either the minimum or the general wage increase but not both.

Any associate who is paid above the maximum wage for his/her position shall be red circled; the associate will keep that wage rate while he/she remains in that position (or bids into a lateral or higher position) and will only be eligible for one-half (1/2) the general wage increase each year (or an increase to the new maximum, whichever is greater) and no increase after July 2018.

C. SHIFT DIFFERENTIALS

Any associate that begins his work shift between 12:00 p.m. and 3:00 p.m., and is regularly assigned to that shift, shall receive a \$.10 per hour shift premium.

Any associate that begins his work shift after 3:00 p.m. and before 6:00 p.m. and is regularly assigned to that shift, shall receive a \$0.25 per hour shift premium.

Any associate that begins his work shift at 6:00 p.m. or after and is regularly assigned to that shift, shall receive a \$0.75 per hour shift premium.

D. ADDITIONAL WAGE PROVISIONS

It is agreed that nothing in this collective bargaining agreement in any way shall prevent the Company from granting at its sole discretion an associate, or associates, merit increases in keeping with current Company practices. This provision is not subject to the grievance and arbitration provisions of this Agreement.

All associates that take on the role of Team Leads, will be given a total of \$1.25 per hour team incentive for as long as they are in the role. The Teams Leads designation shall be an assigned rather than a posted position, so long as it is an internal appointment.

The Company will implement a weekly payroll structure for the first payroll period in January 2008.

ARTICLE 36
IUE/CWA COPE

Empire Vision Centers, Inc. agrees to deduct and transmit to IUE/CWA COPE each pay period such sums from the wages of associates as they voluntarily authorize on forms provided for that purpose by the IUE/CWA Local 81408. The transmittals shall be accompanied by a list of names of those associates for whom such deductions have been made and the amount deducted for each such associate. Associates who wish to cancel their authorization for payroll deductions will sign a card supplied by the Union for that purpose.

ARTICLE 37
CONTRACT DURATION

This Agreement shall remain in full force and effect for a period of three (3) years commencing on July 13, 2016 and ending on July 12, 2019. The commencement of contract years of this Agreement are:

First Year	July 13, 2016
Second Year	July 13, 2017
Third Year	July 13, 2018

Notice of termination must be given by either party by Certified Mail, Return Receipt Requested at least sixty (60) days, but not more than ninety (90) days prior to the expiration of this Agreement. Upon receipt of such notice, a conference shall be held within fifteen (15) days for the purpose of negotiating the extension, renewal or modification of this Agreement.

ARTICLE 38
LABOR-MANAGEMENT RELATIONS

The Company and the Union shall meet weekly, for one hour, for the first four weeks following ratification and then monthly for the following five months. This meeting shall include managers, stewards, team leads and two union members selected by the Chief Steward.

The purpose shall be to discuss, open and honestly, the ongoing relationship between supervisors and subordinates with the goal of ensuring professional dialog and behavior by all parties in the workplace and to document any suggestions for process improvement.

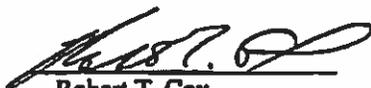
Subsequently, quarterly L/M meetings shall be scheduled on an ongoing basis.

ARTICLE 39
TEMPORARY TRANSFERS

If an associate is temporarily transferred by the Company to a position outside of his/her department, he/she will receive a transfer differential of 50 cents per hour for hours worked in the transferred position.

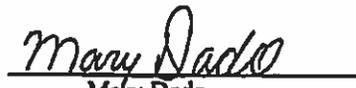
In witness whereof, the parties hereto have caused this Agreement to be executed by their proper officers and representatives thereunto duly authorize as of the day and year written.

Empire Vision Center, Inc.



Robert T. Cox
Senior Vice President,
Human Resources

IUE/CWA Local 81408



Mary Dado
President, Local 81408

International IUE-CWA


Joseph Giffi
Regional Director, Region 3

Appendix A

JOB CLASSIFICATIONS AND WAGE RANGES – July 2016

Skill Level	Job Classification	Roles/Responsibilities	Min	Max
1	Surfacing Technician	CMO, Pull Laps, Cleaning	\$9.70	\$15.50
	Shipping & Receiving Clerk	Shipping Clerk		
	Stockroom Associate I	Lens Inventory		
	Custodial Maintenance	Custodian (ARC)		
2	Surfacing Technician II	Combined Blocker/Coater (&CMO)	\$10.20	\$16.50
	Shipping Clerk II	Shipping/Receiving Clerk		
3	Surfacing Technician III	Generator Operator	\$11.10	\$18.40
	Stockroom Associate III	Data Entry/Lab		
	ARC Tech III	ARC Inspector		
4	Surfacing Technician IV	Surface Floater/Final Inspector	\$11.95	\$21.00
	Stockroom Associate IV	Data Entry Lens Inv Floater		
	ARC Tech IV	ARC Coater (& ARC Inspect)		
	Finish Trainee			
5	Surfacing Technician V	All Functions Floater	\$13.70	\$24.00
	ARC Tech V	ARC Floater		
	Finisher	Edging/Mounting, Final Inspect		
6	Lab Maintenance	Lab Maintenance	\$16.70	\$27.00

JOB CLASSIFICATIONS AND WAGE RANGES – July 2017

Skill Level	Job Classification	Roles/Responsibilities	Min	Max
1	Surfacing Technician	CMO, Pull Laps, Cleaning	\$10.40	\$16.50
	Shipping & Receiving Clerk	Shipping Clerk		
	Stockroom Associate I	Lens Inventory		
	Custodial Maintenance	Custodian (ARC)		
2	Surfacing Technician II	Combined Blocker/Coater (&CMO)	\$10.90	\$17.50
	Shipping Clerk II	Shipping/Receiving Clerk		
3	Surfacing Technician III	Generator Operator	\$11.80	\$19.40
	Stockroom Associate III	Data Entry/Lab		
	ARC Tech III	ARC Inspector		
4	Surfacing Technician IV	Surface Floater/Final Inspector	\$12.65	\$22.00
	Stockroom Associate IV	Data Entry Lens Inv Floater		
	ARC Tech IV	ARC Coater (& ARC Inspect)		
	Finish Trainee			
5	Surfacing Technician V	All Functions Floater	\$14.40	\$25.00
	ARC Tech V	ARC Floater		
	Finisher	Edging/Mounting, Final Inspect		
6	Lab Maintenance	Lab Maintenance	\$17.40	\$28.00

JOB CLASSIFICATIONS AND WAGE RANGES – July 2018

Skill Level	Job Classification	Roles/Responsibilities	Min	Max
1	Surfacing Technician	CMO, Pull Laps, Cleaning	\$11.10	\$17.50
	Shipping & Receiving Clerk	Shipping Clerk		
	Stockroom Associate I	Lens Inventory		
	Custodial Maintenance	Custodian (ARC)		
2	Surfacing Technician II	Combined Blocker/Coater (&CMO)	\$11.60	\$18.50
	Shipping Clerk II	Shipping/Receiving Clerk		
3	Surfacing Technician III	Generator Operator	\$12.50	\$20.40
	Stockroom Associate III	Data Entry/Lab		
	ARC Tech III	ARC Inspector		
4	Surfacing Technician IV	Surface Floater/Final Inspector	\$13.35	\$23.00
	Stockroom Associate IV	Data Entry Lens Inv Floater		
	ARC Tech IV	ARC Coater (& ARC Inspect)		
	Finish Trainee			
5	Surfacing Technician V	All Functions Floater	\$15.10	\$26.00
	ARC Tech V	ARC Floater		
	Finisher	Edging/Mounting, Final Inspect		
6	Lab Maintenance	Lab Maintenance	\$18.10	\$29.00