

**AGREEMENT**  
**BETWEEN DAVIS VISION, INC.**  
**(Customer Relationship and Information Technology Center)**  
**AND**  
**IUE/CWA LOCAL 81408**  
**FOR THE PERIOD OF**  
**October 1, 2017**  
**TO**  
**September 30, 2020**

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## PREAMBLE

The purpose of this Agreement is to provide an orderly collective bargaining relationship between Davis Vision, Inc. and IUE/CWA 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

1. This Agreement made and entered into this 27th day of September, 2017 by and between the IUE/CWA Local 81408, P.O. Box 3232, Schenectady, New York, 12303, hereinafter referred to as the "Union", and Davis Vision, Inc. conducting business at Capital Region Health Park, 711 Troy Schenectady Road, Suite 301, Latham, New York 12110-2488, hereinafter referred to as the "Company and/or Employer".

## ARTICLE 2 RECOGNITION

1. The Company recognizes the IUE/CWA Local 81408, its designated agents and representatives, its 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 Latham, New York Customer Relationship and Information Technology Center, Capital Region Health Park, 711 Troy Schenectady Road, Suite 301, Latham, New York 12110-2488, except as excluded below.

2. The term associate, wherever used in this Agreement, refers to all persons employed by the Company at its Latham, New York Customer Relationship and Information Technology Center. This Agreement excludes Company Officers, Department Managers, Supervisors, Information Systems and Human Resources associates, Trainers, Executive Secretaries, Corporate Receptionists, Payroll associates, temporary or seasonal associates and individuals that may have knowledge of confidential company information, whose sole purpose it is to support the operations of the Customer Relationship and Information Technology Center.

3. Temporary and seasonal associates are defined as those individuals who work less than three (3) consecutive months, who are hired to work on specific pre-defined projects, or as otherwise defined in this Agreement.

## ARTICLE 3 UNION SHOP

1. It shall be a condition of continued employment that all associates of the Company covered by this Agreement who are members of the Union in good standing on October 1, 2014

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 October 1, 2014 shall, upon completion of their probationary period, become and remain members in good standing in the Union.

2. 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

1. 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 IUE/CWA, AFL-CIO Headquarters in Washington, D.C. and all initiation fees to the IUE/CWA Local 81408, P.O. Box 3232, Schenectady, New York, 12303 or as otherwise designated by the Union.

2. 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 this 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.

3. The Union shall indemnify and save harmless the Company from any and all manner of claims, demands, suits, actions or other forms of liability which may arise against the Company out of or by reason of 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

1. Should any part hereof or any provision herein contained be rendered or declared illegal, invalid, or any unfair labor practice by reason of an existing or subsequently enacted legislation, or by any degree 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

1. The Company and the Union agree not to permit discrimination or harassment because of a person's sex, race, color, age, religion, creed, ethnicity, national origin, disability, veteran status, marital status, sexual orientation, or any other category protected by applicable Federal,

State or local law. The parties do not tolerate harassment of associates or applicants for employment by management personnel, co-workers, customers, outside business invitees or visitors.

2. 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

1. 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 Company's business. Any disputes that may arise shall be settled under the provisions of the Grievance Procedure herein set forth.

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

3. 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 Company by a duly recognized collective bargaining representative is in effect.

#### ARTICLE 8 MANAGEMENT RIGHTS

1. 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.

2. 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 this 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 to address any issues not expressly covered within the Articles of this Agreement. While the Company may be guided by the Associate Handbook to address any issues not specifically set forth in this Agreement, the Union may challenge such decisions through the grievance procedures.

3. 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.

4. 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 as much advance notice as reasonably possible. The Union waives none of its rights under the National Labor Relations Act.

5. 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. Additionally, the Company has the right to require associates to remain on premises for the “unworked” balance of any eight (8) hour day, for the purpose of continuing education and training. Based on business needs and at the discretion of the Company, the Company will make a reasonable effort to make business-related training available to associates.

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

7. The Union and the Company understand that there may be past practice(s) 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.

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

ARTICLE 9  
UNION REPRESENTATION

1. 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.

2. 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 Stewards.

3. 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 representatives at all worksites during regular hours of operation. As of October 1, 2017, the parties agree that up to three (3) stewards, including the Lead Steward, are appropriate. If the bargaining unit increases to 350 associate, then a fourth steward may be added.

4. The Company agrees to grant permission, as may be necessary, for the Steward or Union representatives to carry out the investigation and processing of grievances. The Union agrees that, to the extent possible, stewards shall conduct discussions with associates about Union business in private, non-work areas.
5. 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.
6. The Company shall pay Stewards their regular hourly earnings for time spent processing grievances during their regular work hours.
7. The Lead Steward will be granted up to ten (10) hours per week to attend to union business without loss of pay. If there is one (1) additional steward (not including the Lead Steward), he/she shall be granted up to ten (10) hours per week. If there are two (2) or more stewards (not including the Lead Steward), each steward shall be granted up to five (5) hours per week. Such time may be extended as circumstances warrant. The Steward, in the course of performing union business, will not be denied access to any location where bargaining unit members work.
8. 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.
9. The Company will pay lost time wages for a maximum of three (3) associates for negotiations at eight (8) hours, three (3) days maximum, or twenty-four (24) hours per associate.
10. The Company will schedule a 75 minute meeting within the first two weeks of employment so that the Union can conduct orientation for newly-hired associates.
11. If an associate is elected to serve in a full time union officer position on or after October 1, 2014 and then subsequently returns to work in the bargaining unit, his/her pay, upon return, shall include credit for any annual increases granted during his/her absence. This provision creates no obligation to pay backpay.

ARTICLE 10  
OUTSIDE WORK

1. When the Company finds it necessary to send work out to other establishments to be completed, it will utilize Union establishments, whenever possible.

ARTICLE 11  
UNION LABEL

1. In the interest in fostering union growth, the Company agrees as follows:

(a) It is agreed that wherever possible, the Company shall purchase only those products and materials which are Union-made, preferably those products and materials which have the Union Label affixed.

The Company also agrees that wherever possible in buying Union-made products and materials, the Company shall buy them from those manufacturers and optical establishments that have contractual relations with the IUE/CWA Local 81408, or with the International IUE/CWA.

From time to time, the Union will send communications to management of the manufacturers or optical establishments that will have contractual relations with the Union.

(b) It is further agreed by and between the parties that the Union reserves the full right to prohibit management from the use of the Union label at any time.

ARTICLE 12  
BULLETIN BOARDS

1. The Company shall furnish a bulletin board which will be used by the Local 81408 Union President for the purpose of posting Union President approved Union related information from the Local 81408 office or from the International Union.

ARTICLE 13  
PROBATIONARY PERIOD

1. For individuals who are initially hired directly as Davis Vision associates, the first ninety (90) calendar days shall be designated as a probationary period. For individuals who are initially hired as temporary employees and then converted to Davis Vision Associates, the first thirty (30) calendar days as Davis Vision associates shall be designated as a probationary period for purposes of this contract. 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. Temporary employment does not count toward benefit eligibility. The probationary period may not be extended except by mutual agreement between the Company and the Union.

2. Union dues shall not begin until the thirtieth (30) day of employment although the Company recognizes they are members of the bargaining unit when hired. During the probationary period, an associate may be disciplined or discharged at the discretion of the Company, with or without cause and such discipline or termination shall not be a basis for a grievance, nor shall such action by the Company be subject to the grievance procedure. If an associate completes probation and has a disciplinary record, all discipline shall be reduced to a single first written warning. The Company shall notify the Union of any associate who has a disciplinary record at the time he/she completes probation.

At the request of a probationary associate, the Company will allow a union representative to attend a corrective action meeting for that probationary associate.

3. 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.

4. The probationary period for part time associates hired on or after October 1, 2005, 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 forty (40) hours per week.
3. Part time associates must join the Union.
4. The above associates will be eligible for paid sick time, vacation time, holiday pay and personal business days according to the following pro-rata schedule:

<u>Average hours worked in 6 months</u>	<u>% of Full time benefit</u>
At least 30, but less than 32 hours	70.0%
More than 33, but less than 36 hours	82.5%
More than 37, but less than 40 hours	90.0%

5. Part time associates who work less than thirty (30) hours per week are not eligible for any Company sponsored insurance coverage (medical, life and dental).
6. The use of part time associates will not be used to erode the bargaining unit.
7. Part-time program for the Call Center
  - a. The Company may hire part-time Customer Service Representatives (CSRs) in either the Associate Customer Service or Customer Service Representative I positions. The number of these part-time associate may not exceed 13% of the Call Center workforce.
  - b. Part-time CSRs will generally be scheduled an average of twenty (20) hours per week based on business needs, but will work no more than twenty-nine (29) hours per week. The expectation is that these shifts will include either a Saturday or Sunday as part of their regular shift with some exceptions based on business need.
  - c. The Company will follow Article 22 of the CBA and NYS labor laws when determining mandatory overtime for part-time associates, so long as mandating any overtime will not put the associate over 29 hours of work for that work week.
  - d. The part-time associates with less than ten (10) years of seniority will be eligible for fifty-six (56) hours of personal time as of January 1, 2018. Part-time associates with ten (10) or more years of seniority will be eligible for eight (80) hours of personal time as of January 1, 2018.

- e. Part-time associates will not be eligible for vacation or sick time.
- f. Part-time associates will be eligible for holiday pay at fifty percent (50%) of the full-time benefit.
- g. If a full-time associate is re-classified to part-time status, s/he can use his/her current accrual of sick time and/or personal time through the end of the calendar year. There will be no change to the associate's seniority date.
- h. If a full-time associate is re-classified to part-time status and the associate has less than five (5) years of service, s/he may continue to use his/her vacation time until his/her next anniversary date. An associate with more than five (5) years of service may continue to use up to two (2) weeks of his/her vacation time until his/her next anniversary date. If his/her vacation balance exceeds two (2) weeks, s/he must cash out the additional balance on the next bi-weekly scheduled pay period after the reclassification.
- i. If an associate changes status from full-time to part-time and back to full-time within the same calendar year, s/he will keep his/her vacation, personal and sick balance as listed above and must use the time as outlined in the Collective Bargaining Agreement. Personal time will renew on January 1, and vacation and sick time at the associate's next anniversary date.
- j. If an associate changes status from part-time to full-time in a subsequent calendar year, up to forty (40) hours of personal time will be converted to sick time. Any personal hours over forty (40) hours can continue to be used as personal time through the end of the calendar year. The associate will earn vacation time on his/her, next seniority date as outlined in Article 23 of the Collective Bargaining Agreement. Future personal and sick time will be earned as a full-time associate in accordance with the collective bargaining agreement.
- k. Union dues for these part-time associates will be the same as full-time associates.

ARTICLE 15  
SENIORITY

1. 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.

2. Seniority shall be deemed broken:

- a) When an associate voluntarily terminates employment.
- 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 two (2) consecutive work days and fails to call in during these 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 at the end of sixty-five (65) days.

3. If an associate resigns in writing, they will be entitled to any unpaid time worked as well as any unused vacation time only.

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

5. 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.

6. 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 Contract and Phone Number
Immigration and Naturalization Status	

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

#### ARTICLE 16 JOB POSTING

1. For purposes of job postings and temporary job assignments, (i) membership, claims and billing, (ii) customer service, (iii) computer operations and production control, (iv) mailroom (v) documentation and (vi) benefit management team shall each be considered separate departments.

2. Where a bargaining 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 on site and electronically for three (3) consecutive work days using the Company's recruitment management system. If an associate wishes to be considered for a job opening, they must submit an electronic bid for the opening to the Human Resource Department during the posting period.

3. 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. If an associate's only discipline is a single first written warning for performance, he/she shall still be eligible to post for open positions. The Company designates the start date for the associate who is awarded the job bid as defined in paragraph 8. When a part time associate bids for a job posting, their 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.

4. There shall be a trial period of sixty (60) 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/she will be returned to their former job. An associate may choose to return to their former job at any time during this trial period. Any associate not successfully completing the trial period, at either their choosing or the Company's, will be ineligible to respond to future postings for a period of three (3) months for the first unsuccessful posting, six (6) months for the unsuccessful posting in the same position, and one (1) year for each subsequent unsuccessful posting. The Company will not exercise its judgment in an arbitrary or capricious manner.

5. 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 sixtieth (60<sup>th</sup>) 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.

6. Should an associate's new responsibilities pay a higher rate than the responsibilities previously performed, the associate shall receive the higher rate immediately upon beginning the new position. The trial period may be extended by an additional sixty (60) day period by mutual agreement of the Union, and the Company. The Company shall have no more than five (5) business days at the completion of the sixty (60) day initial trial period or at the completion of the sixty (60) day extension 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. An associate, who withdraws during the trial period or is returned to his/her prior position by the Company during the trial period, will be reduced in pay to his/her prior rate immediately upon returning to his/her prior position.

7. When no qualified associate is available or there are no bids for a posting within six (6) months, 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.

8. 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

## ARTICLE 17 LAYOFF

1. When a work force reduction becomes necessary, temporary or otherwise, the Company will provide written notification to the Union, shop steward, and bargaining unit associates with as much advance notice as reasonably possible. 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.

2. The Company will determine the ultimate timing of any layoff, and department(s) affected.

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

4. 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 layoff 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 may be adjusted to reflect a change in classification, such adjustment shall be based upon the average wage of the associates within that job classification. 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.

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

6. Should it become possible to re-hire 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 salary may be adjusted to reflect their new responsibilities. Posted positions will be awarded to the most senior associate who can satisfactorily fulfill the responsibilities of the job as defined in the responsibility description.

## ARTICLE 18 GRIEVANCE AND ARBITRATION

### A. GRIEVANCE PROCESS

1. 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 to the satisfaction of the Union, shall be considered a grievance.

2. 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, or, in the case of a written disciplinary

warning, within ten (10) business days from the date the associate and the steward become aware of the incident.

3. 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 work day, the grievance shall be reduced to writing, on a prescribed form, 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 tenth work day, either party may request that the grievance be referred immediately to:

Step Three – By conference between the Union Representative/Steward, Department Manager/Associate Supporter, and designated representative from the Human Resource Department, or their designated representative and a Company senior manager. A representative of the I.U.E./CWA, Local 81408 shall be present. If no settlement is reached at Step Three, the Company shall submit its written response to the Union by the end of the tenth (10<sup>th</sup>) workday after the Step Three meeting.

Step Four – If the grievance is not resolved at Step Three, the Union may submit the grievance 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 after the Company's third step response, unless an extension is mutually agreed to by the Company and the Union. The Company and the Union may mutually agree to eliminate one or more of the foregoing steps, if deemed advisable in a particular case.

4. 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.

5. 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 408 President. The time frames herein may be extended by mutual agreement.

## **B. ARBITRATION PROCEDURE**

1. 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.

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

3. 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.

4. 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.

C. POWER AND AUTHORITY OF THE ARBITRATOR

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

ARTICLE 19  
DISCHARGE OR DISCIPLINE

1. The Company shall have the right to discipline or discharge associates for just cause in accordance with the reasonable, established Company rules and regulations, which may be modified from time to time by the Company. In the case of the discharge of an associate, the Company shall furnish the discharged associate a signed statement giving the reason for discharge. The Company shall also email a copy of the signed statement to the President of Local 81408 as well as the representing steward within three (3) business days.

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

**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 408 office. Notwithstanding any of the foregoing, if the associate is unavailable for verbal conversations, the Company may issue a written warning. Written notice will be provided and the progressive disciplinary process will continue.

**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 408 office. **Notwithstanding** any of the foregoing, if the associate is unavailable for verbal conversations, the Company may issue a written warning. Written notice will be provided and the progressive disciplinary process will continue.

**"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 association and the Local 81408 office. Notwithstanding any of the foregoing, if the **associate** is unavailable for verbal conversations, the Company may issue a written warning. Written notice will be provided and the progressive disciplinary process will continue.

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 issue a final warning or 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 discipline or immediate discharge will be provided to the Union. Discipline at all steps shall only be for just cause.

When the Company bypasses the 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.

3. 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, except that, for attendance infractions, the twenty (20) calendar days is counted from the Tuesday after the pay period ends.

4. 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 (including failure to meet efficiency and quality standards) will be categorized as such. This category will also include excessive, early departures before the completion of the day's responsibilities and failure to accurately report times worked or missed on the weekly, payroll time sheets.

The existence of remaining unused sick time does not necessarily preclude an associate from being written up with formal documentation, if such absences are out of the norm and/or clustered around a short period of time.

Any disciplinary documentation related to both the timely and acceptable completion of an associate 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.
5. Documentation of disciplinary actions and for regression is not mutually exclusive by category.
6. 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

1. 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 the 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.
2. An associate who is injured or becomes ill while at work, should report it immediately to the Department Manager/Associate Supporter, regardless of how small or insignificant the injury may seem, so that the associate may receive proper medical attention, the cause of injury can 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 their Supervisory/Management Personnel advising what care was needed. The associates safety and welfare is a great concern to the Company. The Company encourages all associates to adopt a strict regard for "safety" as part of their individual responsibility.
3. The Company, in accordance with regulations established by the Federal government, has identified certain chemicals as hazardous. Material Safety Data Sheets (MSDS) shall be made 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.
4. The associate's 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, associates must 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 any protective devices as needed or directed by the Supervisory/Management Personnel. 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.
- 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*.

ARTICLE 21  
WORKING CONDITIONS

1. If an associate is aware of an unsafe working condition, they should report it to their Supervisory/Management or Human Resources Personnel. If there is no response, the steward should bring the matter to the attention of the Human Resources Director or his/her designee, at 175 East Houston Street, San Antonio TX 78205, (518) 220-6000 and the Local 81408 union office at P.O. Box 3232, Schenectady, New York, 12303, (518) 930-8189.

ARTICLE 22  
WORK SCHEDULE

1. Work Week. The regular work week shall be Monday through Sunday. 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, to include one (1) weekend day, i.e. Friday & Saturday, Saturday & Sunday, or Sunday & Monday.

The Company may require associates to work Saturdays and Sundays as deemed necessary, consistent with the Mandatory Overtime provisions set forth in paragraph 4 of this Article.

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 unpaid lunch break, and a fifteen (15) minute break in the last four (4) hours of the shift. At no time, shall a break be taken that will interfere with serving a customer. Part time associates shall receive one (1) fifteen (15) minute

break for every four (4) hour shift. Associates working thirty (30) hours or more each week shall receive two (2) ten (10) minute breaks during their scheduled shift. Full time associates normally scheduled to work from 12:00 noon, until 8:00 pm, and other later shifts shall receive one (1) fifteen (15) minute break and one-half (1/2) hour paid lunch break. Full time associates working twelve (12) consecutive hours shall receive a fifteen (15) minute break in the first (1<sup>st</sup>) four (4) hours of their shift, a fifteen (15) minute break in the second (2<sup>nd</sup>) four (4) hours of their shift, and a fifteen (15) minute break in the last four (4) hours of their shift; their lunch break shall be paid or unpaid as described above in this paragraph.

3. Overtime. One and one half times the regular hourly wage shall be paid for all hours worked and/or holiday and/or personal days paid in excess of forty (40) hours per week. Time off for sickness is expressly excluded from hours worked. Unless an associate is scheduled to work on Sunday as part of their schedule, associates that work on Sunday shall receive one and one-half times their regular hourly rate for all hours worked. When work is performed on a holiday (as designed by this agreement), 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.

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 sufficient numbers of volunteers as may be required, the Company may invoke mandatory overtime.

In the customer service department (call center), when the Company invokes mandatory overtime, it will assign overtime starting with the least senior associate who has not volunteered at all for overtime in that month, and proceeding, in reverse rotating order of seniority, first, through all other associates who have not volunteered in that month, and then through all associates in reverse seniority order, except that, any associate who has worked two Saturday overtime assignments on a volunteer basis will not be mandated for a third overtime assignment in the month, until all other associates have also worked two Saturday overtime assignments (either on a voluntary or mandatory basis).

In all other departments, when the Company invokes mandatory overtime, it will assign overtime among associates who have not volunteered for overtime in that week, starting with the least senior such associate, and proceeding, in reverse, rotating order of seniority.

An associate who has scheduled two or more approved vacation days for the work days immediately preceding or immediately following mandatory overtime and those vacation days have been scheduled at least 30 days in advance, then the associate shall be exempt from that mandatory overtime. An associate who has scheduled one or more approved vacation days for the work days immediately preceding or immediately following mandatory overtime and those vacation days have been scheduled at least 60 days in advance, then the associate shall be exempt from that mandatory overtime.

Failure to work mandatory overtime, when required, will be cause for disciplinary action.

5. Disruptions to Production

- a. In the event that the Company closes the facility prior to the start of the workday due to a State of Emergency declared by the government, all associates will be paid for the hours they were scheduled to work, up to a maximum of the associate's regularly-scheduled hours for one day for any period of continuous closure.
  - b. In the event that the Company deems it necessary to close a location due to adverse conditions (weather, system/equipment outages, etc.) prior to the start of the workday (other than a State of Emergency), associates will not be paid for the hours they were scheduled to work, but may use sick, personal or vacation time to make up scheduled hours. Alternatively, the associate will have the option to take unpaid time. 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. An associate has the option to decline any make up assignment. The total alternative assignment plus paid time off cannot exceed the total time missed due to the adverse conditions.
  - c. If the Company decides to close the facility during the course of the workday, in order to ensure the safety and well-being of our associates, all associates who report for work will be paid for the hours they worked as well as the balance of the hours they were scheduled to work (except for associates who arrive late or leave early as provided in subparagraph d, below), up to a maximum of the associate's regularly-scheduled hours for one day for any period of continuous closure.
  - d. If the facility is open when the weather is threatening, only those associates who report for work will be paid. Those associates who do not report for work, due to inclement weather, when the facility is open, or who arrive late or leave early because of weather, shall use sick, personal or vacation time, if available, to make up the time missed. Use of this time does not constitute an occurrence under the attendance policy. If the associate has no PTO, the missed time will be an occurrence under the attendance policy. Under this clause, "weather is threatening" for an associate if his/her home school district is closed for snow storm conditions.
  - e. 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.
  - f. If the Company decides to close the facility during the course of the workday, the decision to close the facility will be reported on the weather line at least one hour before the closing time, unless all shifts have already reported for the day and then the closing may be immediate.
6. Additionally, all time based incentives which might be in place, will be suspended for the day immediately following an unscheduled closure, in order to enable us to resume normal production levels. All production based incentives, which exist, will still apply.
7. Shift Differentials. Should an associate begin work on or after eleven o'clock in the evening (11:00 PM), that associate shall receive an additional fifty cents (\$0.50) per hour.

8. Shift Schedules. Weekly shift schedules may be established by the Company to cover all hours of operation for the facility governed by the Agreement, including nights and weekends. Weekly shift schedules may also include non-traditional schedules such as compressed work weeks (i.e. four (4) ten (10) hour days). Failure to work mandatory alternative weekly shift schedules, when required, will be cause for disciplinary action.

ARTICLE 23  
VACATIONS

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

<u>LENGTH OF SERVICE</u>	<u>VACATION ALLOCATION</u>
At least 1 year, but less than 5 years	2 weeks
At least 5 years, but less than 10 years	3 weeks*
More than 10 years	4 weeks*

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

3. Request for vacation must be presented to Supervisory/Management Personnel not more than one hundred twenty (120) days prior to the date of the beginning of the vacation period under the following procedure:

a. Departments Other Than the Call Center

i. During the period from 120 days to 60 days prior to the date of the beginning of the vacation period, all vacation requests submitted in a seven (7) calendar day period (Monday through Sunday) will be reviewed together and the Company will respond in the following week no later than 5 pm on the following Friday. If no response is provided by Friday, the steward should bring it to the attention of the Human Resource Department, and the Human Resource Department will respond within two (2) work days. If two (2) or more associates present a vacation request for the same time period within the seven (7) calendar day period described above, any vacation request for a full week of vacation will have priority over a single day request (regardless of seniority) and then any other vacation approvals will be based on seniority beginning with the vacation request from the associate with greater seniority.

ii. Less than 60 days prior to the date of the beginning of the vacation period, all vacation requests will be evaluated daily on a first come first serve basis. The parties recognize that, due to changes in staffing requirements, days that were closed for vacation during the 120-60 day scheduling period may become available in the less than 60 day period. Any associate whose vacation request was initially denied may submit a request for reconsideration in the less than 60 day period (together with a copy of the original vacation request and denial) and that resubmitted request will have first priority regardless of the associate's seniority. If two or more associates resubmit previously denied requests for vacation on the same day, for the same vacation day, they will be prioritized based on seniority. After any previously-denied requests have been addressed, any other requests for vacation submitted on the same day, for the same vacation day, will be prioritized based on seniority.

iii. Nothing shall prevent a vacation request that is not submitted in accordance with this paragraph from being considered by the Company.

b. Call Center

The Call Center uses the Empower application for vacation scheduling. Vacations have been scheduled through June 30, 2018.

For the period beginning July 1, 2018, vacations will be scheduled on a quarterly basis in four steps:

i. Full Week Vacation Bidding

The full week request bid cycle will open around the first business day of the month and will remain open for ten (10) business days. During this bid cycle, associates can bid for any time within the 3 month period in full week increments (Sunday-Saturday) only. Vacation time will be approved based on seniority. Associates will be notified of approvals and denials within three (3) business days of the close of the bid cycle.

ii. Single Day Vacation Bidding

The single day request bid cycle will open around the eleventh business day of the month and will remain open for ten (10) business days. During this bid cycle, associates can bid for any time within the 3 month period in single day or full week (Sunday-Saturday) increments. Requests that cover parts of two weeks (wrap-around requests such as Thursday through Wednesday) need to be submitted as individual days. Vacation time will be approved based on seniority. Associates will be notified of approvals and denials within three (3) business days of the close of the bid cycle.

iii. Post Cycle Bidding

After the full week and single day vacation bid cycles have been processed, any vacation requests will be honored on a first come first served basis subject to availability. Notification for these bids will be automatic by email or available on the Empower application. If an associate's bid is denied, the bid will automatically be "waitlisted." If a day becomes available, the associate will be notified that the vacation request is approved.

Vacation Period	Full Week Bidding	Single Day Bidding
January-March	September 1-15	September 16-30
April-June	December 1-15	December 16-30
July-September	March 1-15	March 16-30
October-December	June 1-15	June 16-30

iv. Department Transfers

If a Call Center associate transfers to another department after a vacation request has been approved but before it is taken, the approved vacation time will be honored by the new department if the time-off is within 120 days of the date the associate submitted the request. If the approved vacation request was approved more than 120 days from the requested date, the

associate will have to submit a new request. If the associate transfers back into the Call Center, approved vacation within 120 days will be honored.

4. \*An associate with less than 10 years of service has the option to take pay for up to 1 week (40 hours) of unused accrued vacation pay, in lieu of taking the vacation time off. An associate with 10 or more years of service has the option to take pay for up to 2 weeks (80 hours) of unused accrued vacation pay, in lieu of taking the vacation time off. If the vacation time has already been scheduled, it must be retracted.

5. 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.

6. A request by an associate to use vacation time in lieu of or in absence of sick time must be approved in advance by Department management, due to significant, extenuating circumstances. Vacation time does not carry forward to the next year unless approved in writing in advance.

7. Vacation time must be used in blocks of at least one (1) hour at a time.

8. Part-time union associates who average more than thirty (30) hours a week are entitled to vacation time on a pro-rated basis, as referenced in Article 14.

9. If call ins, tardies, leave early, and intermittent LOA absences are 10 or less fte absences on a daily average for the period December 2017 through February 2018 (Mon-Fri), then for the quarter of July to September 2018, the Company will guarantee 5% vacation openings in Empower for the call center. After September 2018, the parties will meet to assess the effectiveness of this provision and whether to extend it.

#### ARTICLE 24 HOLIDAYS/FLOATING HOLIDAYS/PERSONAL DAYS

1. The Company will recognize certain holidays. Business conditions will determine the operating schedule on these recognized holidays. Any staffing on holidays will be based on seniority. As much advance notice as possible, but not less than 72 hours' notice, will be given to associates regarding the operating schedule on holidays. Associates shall be paid for the number of hours they are regularly scheduled to work on the holiday or ½ the number of hours they are regularly scheduled to work on a ½ day holiday, regardless of the day of the week on which they fall. The following are recognized holidays:

½ Day, New Year's Eve  
New Year's Day  
Observance of Martin Luther King Jr.'s Birthday\*  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
½ Day, Christmas Eve  
Christmas Day

2. Associates working on any of the above holidays shall receive one and one-half times (1½x) their hourly rate of pay for all hours worked up to their regularly scheduled hours. This is in addition to their holiday pay.

3. Effective January 1, 2016, eligible associates shall receive five (5) personal days, per year. Personal days renew each year on January 1. Personal days may be used in one (1) hour increments. Personal days will be approved at the discretion of the Company. For all departments, requests for time off should be submitted in accordance with the vacation request provision found under Article 23, paragraph 3(a) of this Agreement. For personal day requests that are made between seven (7) and ten (10) days in advance, the Company will expedite its response (with a goal of responding within 2 business days). In the case of an emergency, every reasonable effort will be made to accommodate the associate's request. The scheduling provisions of this paragraph will apply to the Call Center associates for personal days on or after July 1, 2018.

4. \*The Company may, at its option, due to staffing needs or other reasons, designate the observance of Martin Luther King Jr.'s Birthday as a floating holiday. Associates shall presume that the Company is open for business on the aforementioned floating holiday unless otherwise notified by their Supervisory/Management Personnel. A floating holiday shall be defined as a day off on another regularly scheduled business day in lieu of working on the observance of Martin Luther King Jr.'s Birthday. Compensation to associates for working on the designated floating holiday shall be at straight time. The Company reserves the right to schedule the work force as necessary to meet operational demands, based on seniority as applied to Mandatory Overtime.

5. 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 at their rate of pay for up to their regularly scheduled hours.

6. 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.

ARTICLE 25  
SICK PAY

1. a. Regular full time associates who have completed probation shall be granted a total of forty (40) hours of sick time per calendar year. These associates will receive forty (40) hours of sick time on their anniversary date beginning on October 1, 2017. Pro-rated sick time for 2017 will be loaded for all non-probationary associates effective October 1, 2017 as set forth below in



paragraph 1(c). Any unused sick time shall be paid to eligible associates in the pay period following their anniversary date beginning after March 1, 2018.

b. Probationary associates hired on or after October 1, 2017 shall receive twenty-seven (27) hours of sick time on the first day of the month following completion of probation.

c. At the start of the first contract year (October 1, 2017), regular full time associates on the payroll as of that date (excluding those who have not completed probation) shall accrue sick time hours based on the anniversary month in which the associate was hired as set forth in the schedule below. No sick time payout will occur in 2017, the first payout of sick time will occur on the associate's anniversary date after March 1, 2018 (and thereafter).

<b>Associates Anniversary Month</b>	<b>Sick Time Load as of 10/1/2017</b>
January	10
February	13
March	17
April	20
May	23
June	27
July	30
August	33
September	37
October	40
November	3
December	7

2 (a) 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, on the designated sick call-in telephone line (unless a leave of absence has been granted).

2 (c) When calling, associates should leave the following information on the designated sick call-in telephone line: the reason for the absence, the estimated length of absence (minimum of one (1) hour increments), the status of work assignments, and where they can be reached.

3. In cases of three (3) 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 may be required to submit a doctor's note upon returning to work.

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

4. The Company and the Union agree to operate in compliance with the provisions of the Family Medical Leave Act (FMLA). Associates on continuous FMLA shall be charged with the

use of sick, personal and vacation time while on leave, except that up to one week of vacation time may be paid or reserved at the associate's option. As permitted by law, associates may take FMLA in 15 minute increments, however associates on intermittent FMLA shall be charged accrued sick time in one (1) hour increments, and if the associate has no sick time shall use vacation or personal time, except that up to one week of vacation time may be paid or reserved at the associate's option. FMLA time of less than one hour is unpaid. When vacation or personal time is used, it will not count as time worked for purposes of overtime, pursuant to this paragraph.

5. Associates, who do not qualify for FMLA and who call off sick with no accrued sick time, may be subject to discipline, and will also be required to use other accrued time (i.e., vacation and personal time) in one (1) hour increments, but only up to the maximum number of hours missed in the associate's regularly scheduled shift. When personal or vacation time is used, it will not count as time worked for purposes of overtime, pursuant to this paragraph.

6. The Company shall enforce the use of tag days before and after vacations, floating holidays, holidays, and personal days. For the purposes of this Agreement, tag days shall mean an unscheduled absence (full day or partial day) immediately preceding or following a vacation day(s), floating holiday(s), holiday(s), or personal day(s).

- a. For a full tag day associated with a vacation or personal day, the associate must use sick, personal or vacation time for the tag day and will be paid his/her vacation or personal time for the scheduled vacation or personal day. The associate will also receive two occurrences and applicable discipline, if any, under the Attendance Policy.
- b. For a full tag day associated with a holiday or floating holiday, the associate must use sick, personal or vacation time for the tag day and will not be paid for the holiday, and the associate will also receive one attendance occurrence for the tag day, and applicable discipline, if any.

[Delete Chart]

If an associate works at least four (4) hours on a tag day but less than the full scheduled shift, and the missed time is adjacent to the scheduled time off (i.e., leave early before a scheduled day off/holiday, or tardy on the day after), the associate will receive one occurrence for a vacation or personal day and one-half (1/2) occurrence associated with a holiday or floating holiday.

7. NY Paid Family Leave. In accordance with the New York State Paid Family Leave Act ("PFLA"), as it is phased in and as it is amended from time to time, the Company and those associates who are eligible under the law will have all of their respective rights and obligations under the PFLA, and this Article shall be applied consistent with the PFLA.

8. Notwithstanding any other provision in this collective bargaining agreement, associates who call off of work or otherwise have an unplanned absence and have exhausted all of their sick time, must use accrued personal time and/or vacation time for the missed time of more than one hour. Any absence of less than 1 hour will be unpaid and, except for FMLA, will be treated as

an occurrence under the attendance policy. Associates who are absent and are required under this Agreement to use sick, personal or vacation time are limited to regularly scheduled hours (not any scheduled overtime) and up to one week of previously approved scheduled vacation may be preserved by the associate, even if unpaid (i.e., if all paid time has been exhausted).

ARTICLE 26  
JURY DUTY

1. An associate must notify his Supervisory/Management Personnel no later than his first scheduled work shift following receipt of notice of selection for jury or examination. The Company may request that the associate be excused, exempted or rescheduled from such jury 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.
2. Any associate scheduled to work, but who is absent from work due to jury duty or jury examination shall be paid at their 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 their regularly scheduled hours in any one (1) day, or forty (40) hours in one (1) week or eighty (80) hours each year.
3. An associate selected for jury duty who is on other than the "A" shift will be assigned to the "A" shift for those days on which he is required to serve as a juror.
4. 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.
5. 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 27  
BEREAVEMENT LEAVE

1. 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 regularly scheduled to work Monday through Sunday at his hourly base rate of pay for each day excused, for not more than three (3) days. An associate may use one day of accrued time off for a documented death of an extended family member.
2. 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.
3. Immediate family for the purpose of this section is defined as Mother, Father, Spouse, Son, Daughter, Brother, Sister, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law,

Grandmother, Grandfather, Grandchildren, Spouse's Grandparents, Step-children, Step-parents, and Domestic Partners as defined under the Company's medical program.

4. 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 28 MEDICAL INSURANCE

1. Bargaining unit members shall participate in the benefit program offered to other Davis Vision associates (which includes medical, dental, vision, short term disability, long term disability and life insurance).

2. Beginning January 1, 2012, benefit contributions for all associates shall be consistent with those contributions required of the Company's non-bargaining unit associates.

3. The Company shall have no obligation to provide any medical, dental, and/or optical coverage not specifically set forth herein and bargained for with the Union. Should the Company offer additional medical, dental, and/or optical coverage, it shall not constitute an acceptance of such benefit by the Company as one that must be maintained as set forth in this Agreement. The Company reserves the right to change carriers, benefits, and coverages.

4. Associates that average thirty (30) hours of work per week, or more, are eligible for medical coverage on the first of the month following sixty 60 days of employment.

5. Associates shall be covered by the Davis Vision vision benefit or an alternative if negotiated at any other bargaining unit represented by Local 81408.

#### ARTICLE 29 LIFE INSURANCE

1. Eligible associates may enroll in the life insurance program currently in effect for the associates of the Company, in keeping with Company policy.

#### ARTICLE 30 SEVERANCE PAY

1. The Company agrees to pay the following severance payments to eligible associates based on each associate's hourly wage rate:

- i. Associates with less than one (1) year of service are not eligible for severance;
- ii. Associates with more than one (1) year of service receive one (1) week's pay for each completed year of service, with a minimum of 4 weeks and up to a maximum of 52 weeks' pay.
- iii. COBRA benefit contribution for health, dental and/or vision insurance, as elected by the Associate, for the Associate, his/her spouse and any other eligible dependents

while receiving severance payments. The Associate will remain responsible for an amount equal to the active employee contribution for the COBRA continuation coverage he/she elects.

2. Associates are eligible for severance when they are laid off due to the elimination of their position, including in connection with the closing of a department or the facility. The Associate must sign a release of claims as an eligibility requirement for payment of severance.

3. The Associate must have exercised position posting and bumping rights before they become eligible for severance.

4. The Associate will have the option of taking the severance in increments at regular payroll intervals or in a lump sum. If the associate is paid severance in a lump sum, he/she is not eligible for the COBRA benefit contribution (i.e., paragraph 1(iii) does not apply to the lump sum option).

5. 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.

6. The Union acknowledges and agrees that, in exchange for the enhanced severance schedule in this Article, the Union hereby knowingly and voluntarily waives any right to engage in any decision bargaining or effects bargaining concerning any Company decision (including any future decision) that results in the payment of severance pay under this Article. This waiver as to effects bargaining includes, but is not limited to, severance pay, recall rights, job placements and any other benefits (other than benefits mandated by statute or provided for in this Agreement).

7. If an Associate, who is laid off under this Agreement, is offered a position at another Davis Vision location, the Associate will have the option to accept the new position or severance pay under this Article, but not both.

#### ARTICLE 31 401(k) PLANS

The Company agrees to make available the opportunity for all associates covered by this agreement to participate in the 401(k) salary savings plan as set forth in the Article. The Company matches associate contributions at a rate of sixty percent (60%) of the first three percent (3%) contributed and fifty percent (50%) of the next three percent (3%) contributed.

#### ARTICLE 32 WAGES

1. During the life of this Agreement, wages and wage increases will be paid as outlined below:

This agreement shall be for three (3) years and the wage increases shall be:

Year 1	3%*	October 1, 2017**
Year 2	2.25%	October 1, 2018
Year 3	3%	October 1, 2019

\*Associates receive either the annual increase or an increase to the minimum pay for their category whichever is greater but not both. Any associate who is not affected by the adjustment to minimum pay and is below the midpoint for his/her pay category shall receive a 3.25% annual increase in October 2017, instead of the 3% increase.

\*\*Annual wage increases are effective at the beginning of the first full payroll period starting after October 1.

On March 1, 2018, active employees who were on the active payroll as of October 1, 2017 will receive a 2% wage increase as compensation for the reduction in sick time to 40 hours, effective at the beginning of the first full payroll period starting after March 1.

If an associate is approved for a position that is a skill set higher than their current position, they will be given an increase of \$0.50 per hour for each category or be brought up to the minimum starting rate of the new position, whichever is greater. If an associate bids into a position in a lower pay category, his/her wage shall be reduced by 50 cents per hour per category, or reduced to the midpoint of the range for the new category whichever rate is lower.

It is agreed that nothing in this collective bargaining Agreement in any way shall prevent the Company from granting an associate, merit increases during any term of our bargaining agreement.

Skill sets and position responsibility listings may be re-evaluated upon written request from the President of Local 81408. A written response will be given to Local 81408 by the Company within thirty (30) days of request. Individual positions shall be eligible for review, one time, within a twelve (12) month period.

Category	Role	2017 Minimum	2017 Midpoint	2017 Maximum	2019 Minimum	2019 Midpoint	2019 Maximum
A	Mail Processor I	\$12.20	\$15.25	\$18.30	\$12.75	\$15.94	\$19.13
A	Associate, Claims Processor						
B	Claims Processor I	\$12.95	\$16.19	\$19.43	\$13.50	\$16.88	\$20.25
B	Associate, Customer Service						
C	Customer Service Rep. I	\$13.85	\$17.31	\$20.78	\$14.20	\$17.75	\$21.30
	Print Operator I						
	Mail & Print Operator						
C	Mail Processor II						

Category	Role	2017 Minimum	2017 Midpoint	2017 Maximum	2019 Minimum	2019 Midpoint	2019 Maximum
D	Claims Processor II	\$14.85	\$18.56	\$22.28	\$15.00	\$18.75	\$22.50
	Print Operator II						
D	Customer Service Rep. II						
E	Customer Service Rep. III	\$15.75	\$19.69	\$23.63	\$16.00	\$20.00	\$24.00
	Manual Enrollment						
	Member Benefit Techs						
E	Claims Processor III						
F	Customer Service Rep. IV	\$16.75	\$20.94	\$25.13	\$17.00	\$21.25	\$25.50
F	Spc, Client Document Design						
F	Spc, Billing						
G	Tech, Benefit Management	\$18.00	\$22.50	\$27.00	\$18.25	\$22.81	\$27.38

Any associate hired before October 1, 2014 will be “grandfathered” and not subject to the maximum pay rates. The maximum pay rates apply to all associates hired on or after October 1, 2014. The print operators (I and II) that are currently paid in excess of the maximum wage rate for their job grades will receive the annual wage increase in October 2017 only and will not receive any further wage increases while in those positions. (This provision does not exclude the print operators from the March 2018 wage increase as compensation for the reduction in sick time, if they are otherwise eligible for that increase).

Beginning October 1, 2014, an associate with five (5) or more years of service who has not received any form of discipline for the preceding twelve (12) months shall receive a stipend of \$300 in the first full payroll period following his/her anniversary date.

Associates hired into an “Associate, Customer Service” or “Associate, Claims Processor” position automatically advance to Customer Service Rep. I or Claims Processor I after nine (9) months in the entry role.

*Team Based Production/Incentive Parameters:*

To foster cooperation and improve production results, the Company may offer a production based incentive system, the parameters of which will be provided to the associates in writing. These parameters may be modified annually, at the anniversary date of this Agreement, or at any other time, when the Company deems necessary, to incorporate and reflect changes in processes, technology, equipment provided, etc. Any changes deemed necessary will be shared with the Union in writing and will become effective thirty (30) days later.

Current inclusion or lack of, an established incentive program will not set an unchangeable precedent for future discussions within this bargaining unit or across other Agreements.

*Wages and Job Classifications:*

Job classifications - where they exist - are reflected within the responsibility descriptions provided for each position. These responsibility descriptions reflect the current performance expectations for a given set of responsibilities, which may be reasonably modified from time to time.

Within a given department, there may exist one or more Team Leads; a union member who coordinates the daily activities of the team in which they operate. This may include, but is not limited to; participating in meetings with the Department/Location manager and acting as a conduit for communication with the team(s), providing daily counts/reporting for review, coordinating the scheduling (vacation/training) within the team(s) and where necessary, identifying opportunities for improvement to be addressed by the Department/Location management. When an associate is appointed to a Team Lead position, he/she will receive a \$1.00 per hour increase. If an associate is removed from a Team Lead position, he/she will lose the increase granted when he/she became a Team Lead.

ARTICLE 33  
IUE/CWA COPE

1. The Company 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 Local 81408. These 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 associate.

2. Associates who wish to cancel their authorization for payroll deductions will sign a card supplied by the Union for such purpose.

ARTICLE 34  
CONTRACT DURATION

1. This Agreement shall remain in full force and effect for a period of three (3) years commencing October 1, 2017 and ending September 30, 2020. The commencement of contracts years of this Agreement are:

First Year	October 1, 2017
Second Year	October 1, 2018
Third Year	October 1, 2019

2. 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.



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

For Davis Vision, Inc.

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For IUE/CWA Local 81408

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International IUE-CWA

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Joseph Giffi  
Regional Director, Region 3

## Memo of Understanding

1. The Attendance policy is attached as Exhibit A. The Union and the Company can meet and confer to amend and supplement this provision on attendance during the term of this Agreement. The new Attendance Policy will be implemented as of October 1, 2017. At that time, all prior attendance points will be eliminated. In addition, when the new attendance policy is implemented, all active attendance discipline warnings will be reduced one level (final warnings reduced to second; second reduced to first; and first cleared from the record) on a one time basis.
2. Dress Code: The dress code will be appropriate casual dress (tattoos and piercings will be allowed), except as business needs require for such events as visitors to the Latham facility. Plain t-shirts will be allowed. Clothing cannot display images, graphics, slogans, or large print of any kind; small logos are permitted. The Labor Management committee will work on further details for the policy.
3. The Company will reimburse 100% of the cost of a monthly CDTA pass for those associates who regularly use the CDTA for transportation to and from work.
4. Wellness: The Company will provide a weight loss program reimbursement (\$125/yr.) and a gym membership reimbursement program of \$125/yr.
5. The Company and the Union shall meet and adjust the job descriptions for Customer Service Rep. I fax order entry; Customer Service Rep. III eligibility; Manual Enrollment; and Benefit Management Tech. The process shall be complete no later than 11/30/2017.
6. Claims associates (claims examiners and claims reconciliation techs) as of August 20, 2014 will be classified in the Claims Processor II category and will not be assigned vertexing. Those claims associates may volunteer to be trained in vertexing prior to December 31, 2014 and, if they do volunteer and complete training, they will move to Claims Processor III and may be assigned vertexing.
7. The Company and the Union will work through the Labor Management committee process to evaluate and develop an incentive for all bargaining unit associates in the Latham facility.
8. The Company and the Union shall work together on educating our associates on their medical benefits, to provide orientation to the benefit plans, education on the benefits available, including tele-doc and other preventive services, smoking cessation, in-network opportunities and cost comparisons, and information on the medical claims appeals process. The Company and the Union will work cooperatively on resolving individual associates' concerns (respecting confidentiality) and recognizing that the grievance procedure is the formal, appropriate forum for resolving contract issues.
9. To assist in limiting mandatory overtime, the Company will use reasonable efforts to train and use associates, based on seniority, to assist other departments on a voluntary overtime basis.

10. The Company will continue its seniority-based practice of a quarterly review of shift assignments in the call center. New associates hired during the quarter are assigned as needed and their positions will be added as open positions (on the ask list) in the next quarterly review.
11. Review Process for Pay Issues
  - a. Paycheck Issues
    - i. Direct issue/inquiry to Human Resources
    - ii. Response time is 7 business days
  - b. SOE and scorecard appeal process
    - i. Direct issue/inquiry to designated email
    - ii. If issue is raised within one week of pay date, response time will be timely for next monthly incentive payment
12. The Company shall continue to make reasonable efforts to monitor the air quality and ventilation of the Latham facility.
13. CWA Local 81408 shall permit the Company to use a “Union Bug” for documents printed in-house by the Company. The Union will provide the Union Bug. The use of the Union Bug is contingent upon the Company’s use of bargaining unit associates in all phases of the printing, copying and handling of the printed documents, consistent with the terms of this Agreement. The Company may, in its discretion, decide to have documents printed without the Union Bug in-house or by external vendors based on business needs, and this MOU does not limit its decision-making in this regard.
14. Memo of Understanding on Health Benefits:
  - a. In 2017, if there is a new health benefit plan, due to the business transaction involving the ownership of Davis Vision, there will be no change in the benefit plan terms, and the associates' deductibles and co-insurance paid under the HVHC plan will be credited toward the deductibles and co-insurance under the new plan in 2017.
  - b. For 2018, the health benefit plan will have no benefit plan design changes from the 2017 plan. Monthly contribution rates for 2018 may change from the 2017 rates.
15. DSU Back-up
  - a. Following the ratification of the new labor agreement, the Company will notify those associates who are currently designated as DSU back-up and allow a two (2) week period for any of those associates to withdraw from the designation as DSU back-up.
  - b. After ratification, any associate, who is trained and designated as a DSU back-up, must bid on one of the next 3 openings in the DSU or the associate will automatically lose his/her status as a DSU back-up. If the associate bids, but is not selected for the

position, he/she will retain DSU back-up status and must continue to bid until a DSU position is awarded.

- c. In awarding DSU positions, DSU associates have the first opportunity to bid on an open shift, then associates with DSU back-up status have the next opportunity to bid into the available open DSU position, and then the remaining DSU opening is made available to other associates in the bargaining unit.

Davis Vision \_\_\_\_\_

CWA 81408 \_\_\_\_\_

Date: \_\_\_\_\_