

AGREEMENT

Between

BALESTER OPTICAL COMPANY

And

UNITED OPTICAL WORKERS UNION, LOCAL 81408

IUE/CWA, AFL-CIO

DECEMBER 1, 2019

Through

NOVEMBER 30, 2022

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PREAMBLE

The purpose of this Agreement is to provide an orderly collective bargaining relationship between Balester Optical 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.

ARTICLE 1 **AGREEMENT**

This agreement is made and entered into this first day of December, 2019 by and between Balester Optical Company, 388 North River Street, Wilkes-Barre, Pennsylvania 18702, hereinafter the "Employer" and the IUE-CWA Local 81408, P.O. Box 3232 Schenectady, NY 12303, hereinafter called the "Union". This Agreement shall be binding upon the successors and assigns of the parties hereto.

ARTICLE 2 **RECOGNITION CLAUSE**

Section 1. The Company recognizes the, IUE-CWA Local 81408, as the sole and exclusive bargaining agent of its clerical employees and production and maintenance employees as certified by the NLRB in Case No. 4RC12936 on January 3, 1978 and pursuant to certification of the NLRB dated March 29, 1968 for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2. For the purpose of this agreement, the term "employee" should include all office clerical, and mailroom employees including billing clerks, computer operations, customer service, purchasing and delivery employees, lead persons, production and maintenance employees including stock room employees, pantograph operators and inspectors in this bargaining unit excluding all other employees including confidential employees, foremen and supervisors as defined in the act.

Section 3. No supervisor or foreman as defined in the act shall do any bargaining unit work except during vacation periods or when an employee is out sick or in cases of emergency. An emergency shall be defined as a period of time when jobs must go out and there is no qualified person to do the work; i.e. waiting, rush jobs, breakdown of machinery, numerous breakage jobs. This section is meant to curb abuse.

Section 4. Part-time, temporary and seasonal employees will not be used to erode the bargaining unit. Erosion of the bargaining unit occurs where a part-time, temporary or seasonal employee is used where the circumstances would otherwise require the Company to employ a full time, bargaining unit employee. Part-time, temporary and seasonal employees are not covered by this bargaining agreement.

Section 5. The Union recognizes and assumes the responsibilities imposed upon it as the exclusive bargaining representative of the employees covered by this agreement. The parties agree to strive for the common goal of a fair day's work for a fair day's pay.

Section 6. The Local 81408 Representative shall be accorded access to the facility, in accordance with the Company rules when necessary to observe an operation, which has become the subject of a grievance. The Local 81408 Representative will not interfere with or delay the work of any employee during working hours.

ARTICLE 3 **UNION SHOP**

Section 1. It shall be a condition of continued employment that all employees hired on or after December 1, 2004 by the Company, must, after successfully completing their sixty (60) working days probationary period, become and remain members in good standing in the union.

Section 2. Membership in good standing in the Union, as used in this article, shall mean the tendering of initiation fees, assessments and uniform periodic dues.

ARTICLE 4 **CHECK-OFF**

Section 1. The Company agrees to deduct in the first (1st) and the third (3rd) week of each month from the wages of employees, who are members of the Union and who have signed authorization and enrollment cards provided by the Union, 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 United Optical Workers Union,

Local 81408, IUE/CWA, AFL-CIO, located at P.O. Box 3232, Schenectady, NY 12303.

Section 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 deducted by the Company, and for the purposes of this Agreement, the amounts specified in any such notice shall conclusively be presumed by the Company, to have been established in accordance with the Constitution and by-laws of the Union.

Section 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 Employer.

Section 4. The Union will provide authorization and enrollment cards, which shall authorize the Company to deduct the periodic dues described in this article.

ARTICLE 5

SAVINGS AND WAIVER CLAUSE

Section 1. This agreement shall not in any way interfere with the obligation of the parties hereto, to comply with the State and Federal Laws, or of any rule, regulation or order issued by a governmental authority pertaining to the matters covered herein. If any provisions or provisions of this agreement should be affected by State or Federal Laws, or of any rule, regulation or order issued by any governmental authority, or if any provision or provisions should be held invalid by a court of record, the remainder of the agreement shall not otherwise be affected thereby. If any part of this agreement is held invalid, as set forth above, then the parties will have thirty (30) calendar days in which to re-negotiate the Article involved. Failure to reach agreement, either party may request arbitration as set forth in the Grievance and Arbitration provision.

Section 2. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in this agreement. Therefore, the Company and the

Union, for the life of this agreement, each voluntarily waives the right and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in the agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE 6

NON-DISCRIMINATION

Section 1. The Company and the Union agree not to discriminate and to provide equal employment opportunities without regard to age, sex, race, color, national origin, or religious affiliation, or any other protected status under applicable State or Federal Law. The equal opportunity and non-discrimination policy applies to all employees and job applications including disabled persons and veterans in connection with recruitment, hiring, transfer, demotion, layoff or termination or activity protected under the National Labor Relations Act.

Section 2. When a gender specific pronoun is referenced in this Agreement, it shall be deemed to refer to both male and female employees.

ARTICLE 7

NO STRIKES AND LOCKOUTS

Section 1. During the life of this Agreement, or any extensions or renewals thereof, there shall be no authorized suspensions of work by the Union in way of strikes, picketing, boycott, slowdown, 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.

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

Section 3. The Company and the Union agree that they will comply with all laws, regulations and/or government policies governing the employee'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

Section 1. Subject only to such limitations as may be specifically imposed by this agreement, the Company reserves and retains exclusively all of its normal and inherent rights with respect to the management of its business, whether exercised or not, including, but not limited to, its right to sell or lease the business, or any part thereof, to determine the number and location of its operations within Luzerne County, and the methods, processes and material to be employed; to discontinue processes or operations, to determine the number of hours of work per day or per week, to assign work to such employees in accordance with the requirements determined by management, to establish and change work schedules and assignments, to transfer, promote or demote employees for just cause, or to lay off or otherwise relieve employees from duty for lack of work or other legitimate reasons, to make and enforce reasonable rules for the maintenance of discipline, and to take such measures as management may determine to be necessary for the orderly, efficient and profitable operations of its business.

ARTICLE 9

UNION REPRESENTATION

Section 1. The Company will recognize one (1) Lead Steward and one (1) Steward for each work shift for the bargaining unit. Only one (1) person may be called from a department for a meeting during working hours, unless management authorizes more than one (1) person be excused.

Section 2. Such individuals, after being excused from their regularly assigned duties by their supervisor, will be permitted to take reasonable time off to investigate and process complaints and/or grievances as set forth in the GRIEVANCE AND ARBITRATIONS provisions. Permission to leave their work areas to investigate and/or process such complaints and/or grievances will not be unduly denied by the Company. Such reasonable time to investigate and/or process such complaints and/or grievances shall be paid for by the Company at the employee's regular rate of pay. However, if such employee spends time on such matters outside the regular workday, then such time will not be paid for by the Company.

Section 3. 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.

Section 4. At the written request of the Union, any member of the Union selected to attend Union events, such as but not limited to; conventions, conferences, educational training classes, etc., shall be given a leave of absence without pay, provided the Company is given the request in writing at least twenty (20) working days in advance and such time off will not exceed ten (10) days per contract year for the entire bargaining unit. No more than three (3) bargaining unit members will be absent pursuant to this article at any one time.

Section 5. The Company will pay lost time wages for a maximum of three (3) employees for negotiations of a successor Agreement at eight (8) hours, one (1) day maximum.

ARTICLE 10 **OUTSIDE WORK**

Section 1. When the Company finds it is necessary to send work out to other establishments to be completed, it will consider utilizing Union Establishments.

ARTICLE 11 **BULLETIN BOARDS**

Section 1. The Company shall furnish a bulletin board, which will only be used by the Union for posting Union related information. The Company will be provided copies of all bulletin board notices at the time of the posting.

ARTICLE 12 **PROBATIONARY PERIOD**

Section 1. For all new full time employees, the first sixty (60) working days shall be designated as a probationary period. Upon successful completion of the probationary period, an employee will become eligible for regular employment with the Company. The seniority date of an employee, who successfully completes the probationary period, shall be calculated from their last date of

hire. The probationary period may be extended for up to an additional sixty (60) working days by mutual agreement between the Company and the Union.

Section 2. 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.

Section 3. Probationary employees shall not be entitled to any benefits described in this agreement prior to successfully completing their probationary period.

Section 4. A Probationary employee, who leaves the Company for any reason and is re-hired, shall begin the probationary period anew.

ARTICLE 13 **UNION SENIORITY**

Section 1. Seniority shall mean the length of continuous service with the Company and represented by Local 81408.

Section 2. Seniority shall be deemed broken:

- a). When an employee voluntarily terminates employment.
- b). When an employee is discharged for just cause.
- c). In the event that a lay off extends beyond a one (1) year duration.
- d). Fails to report to work on a lay off recall notice within five (5) business days from the date of mailing a certified or registered letter to the last known address of the employee on the record with the Company. A copy of said notice will also be sent to the Local 81408 Union office.
- e). When an employee is absent for more than three (3) consecutive work days and/or fails to call in for three (3) consecutive work days, except for an emergency situation which makes it impossible for the employee to do so. The employee must speak personally to their supervisor/manager or their designated alternate.
- f). When an employee leaves the bargaining unit for a non-bargaining unit position within the Company for more than sixty (60) working days.

Section 3. The application of union seniority principles shall be department wide for employees covered by this agreement, in addition to determining time

off for vacations, overtime allocation and implementing lay-offs. Departments shall be categorized as such:

1. Stockroom/ Purchasing
2. Surfacing
3. Finishing/ Mailroom
4. Office/Clerical
5. Customer Service
6. Vacuum Coating
7. Maintenance

Section 4. Company seniority shall be defined as the employee's length of service since the last date of hire and department seniority shall be defined as an employee's length of service within the department they are assigned to work. Time spent in the Armed Forces shall not be deducted.

Section 5. The Company will provide Local 81408 with a list of bargaining unit members on a monthly basis, to include; Seniority date, Hourly rate of pay, Amount of dues deducted for the month. The Company will also provide a list of bargaining unit members with their seniority date to the Lead Shop Steward if requested.

Section 6. The Company agrees to notify Local 81408 within seven (7) business days after the probationary period, of newly hired employees, lay-offs and termination's.

Section 7. Any employee who is transferred from one (1) department to another shall retain their seniority in the department from which they have been transferred, provided, however, that such transfer or transfers were made for the convenience of management. Such a transfer must be documented in writing and a copy be given to the Lead Shop Steward.

Section 8. Under the terms of this Agreement, all employees are required to inform their supervisor and the Human Resource Office of any changes 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

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

Section 9. In the event an employee is called by the Government for services in the Armed Forces, at the end of such service, said employee shall be re-hired to the same grade level as their former position without loss of seniority rights, contractual cost of living increases or any other benefits contained in this agreement. Any other benefits that might be agreed upon between the Union and the Company during such person's service, in the form of cash or otherwise, shall be granted upon his/her return to work, but shall not receive retroactivity any benefits which have been granted during the aforesaid service.

ARTICLE 14 **JOB POSTING**

Section 1. The employer agrees that whenever there are any jobs created or vacancies, they shall be offered, before any new employees are hired, to current employees. Job openings for vacancies shall be filled on a seniority basis amongst current employees.

Section 2. The Employer shall post job openings for vacancies on the bulletin board for a period of three (3) business days. Employees who desire to fill the posted job openings for vacancies shall sign the posted notice during the posting period. When a vacancy has been properly posted and filled for any Grade 1 or Grade 2 position, the Employer shall not be required to post the same vacancy again for a period of thirty (30) days. When a vacancy has been properly posted and filled for any Grade 3 position, the Employer shall not be required to post the same vacancy again for a period of thirty (30) days if no current employee has signed the original posting. When two (2) or more employees have signed the notice, the employee with the most seniority shall be given an opportunity to perform the job for a trial period of thirty (30) days, provided that the Employer shall not be obliged to make lateral transfers; that is, transfer an employee to a job that is the same grade as the job they are presently performing. In the event that an employee does not qualify in the sole opinion of management, during the trial period, they will return to their former job, without loss of any benefits contained in this agreement, or seniority status.

Section 3. If a job opening or vacancy is posted while an employee is on vacation, the Employer will notify them by telephone of the opening or vacancy during the posting period, provided that the employee has advised the Employer before going on vacation, of a telephone number at which they can be reached during their vacation. If the employee then tells the Employer that they desire to be considered for the opening or vacancy, the employee shall be treated in all respects as though they had signed the posted notice.

Section 4. When no employee with the requisite skill and ability to perform the work, is available, the Employer may hire employees from the outside.

Section 5. If a new job is created, the Company will establish a new rate of pay for such job and will discuss the rate of pay with the Union within twenty (20) working days after establishment of same. Should the parties fail to agree that the new wage rate covers the job in question, then the Company will have the right to put into effect the new rate of pay and the Union may take said disagreement through the grievance procedure. Should an arbitrator find the Company in error in the matter, then any wage increase for such new job would be retroactive to the first date the employee worked on such new job. The Company shall have thirty (30) working days trial period to determine what the rate should be.

ARTICLE 15

LAYOFF

Section 1. When a work force reduction becomes necessary, the Company will provide the union and employees with as much advance notice as possible.

Section 2. The Company will determine the timing of any layoff, the number of employees to be laid off and the job(s) and department(s) affected.

Section 3. When it becomes necessary to reduce the working force, any volunteers acceptable to management shall be the first to be laid off. Any volunteers laid off shall have the right to return to work anytime within one (1) year from the date the lay off started. Next, probationary employees, seasonal employees and part time employees in the department where lay off is necessary, will be laid off. If a further reduction is necessary, the least senior qualified employee in the department where a lay off is necessary will be laid off. Said employee to be laid off as set forth in this paragraph, utilizing their total plant union seniority, shall have the right to bump the least senior

employee in another department if they had seniority in that department of at least one (1) year. Recall will be in order of seniority in the department in which the person is being recalled, provided the employee is available to return to work.

ARTICLE 16

GRIEVANCE AND ARBITRATION

GRIEVANCE MACHINERY

Section 1. Any difference of opinion, controversy or dispute between the Company and the Union, concerning rate of pay, wages, hours of employment, or concerning the interpretation or application of the Agreement, and which, in the instance of difference of the opinion, controversy or dispute, shall be considered a grievance.

Section 2. A grievance shall be deemed untimely if it is not initiated within ten (10) business days from the date the employee or union become aware, or should have become aware, of the incident.

Section 3. The following procedures may be initiated by either party 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 employee(s) concerned, the Steward if requested and the Supervisor/Manager(s). If no settlement is reached by the end of the third (3rd) workday, the grievance shall be reduced to writing and at the request of either party, be referred to Step Two.

Step Two – By conference between the Lead Steward, Supervisor/Manager(s) and a designated representative of the Human Resource Department. If no settlement is reached by the end of the third (3rd) workday, either party may request that the grievance be referred immediately to Step Three.

Step Three – If not resolved at Step Two, the Local 81408 Union President or her designee and the Company President or her designee will meet to attempt to resolve the grievance. Such meeting will be scheduled within ten (10) business days, unless both parties agree to extend due to scheduling

difficulties. Either party 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 in accordance with the following procedure. Notice of intent to arbitrate shall be given in writing within thirty (30) calendar days of the third (3rd) step meeting. The Company and the Union may mutually agree to eliminate one or more of the foregoing steps, if deemed advisable in a particular case.

Section 4. In the event that a Steward is unavailable to represent an employee in a grievance, the Union may designate a replacement representative. Such representation may be done by telephone.

Section 5. The Local 81408 President or her 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 between both parties.

SELECTION OF ARBITRATOR AND ARBITRATION PROCEDURE

Section 6. Should the parties have failed to resolve the matter, within thirty (30) calendar days of receipt of the Employer's Step 3 written response, the Union may submit the grievance to arbitration by giving written notice of its demand for arbitration to the Employer and by simultaneously initiating arbitration as follows:

The parties shall arbitrate in accordance with the labor arbitration rules of the American Arbitration Association.

ARTICLE 17 **DISCHARGE AND DISCIPLINE**

Section 1. No employee shall be discharged or disciplined without just cause. Any employee who is discharged shall be given the option to have an interview with a Shop Steward before they are required to leave the plant. The Union will be notified of such discharge in writing by the Company on the date of the discharge.

Section 2. Company rules shall be administered in a fair manner. Any written warning or reprimand shall remain active as follows:

First warning – 6 months from the date of issuance

Second warning – 9 months from the date of issuance

Third warning – 12 months from the date of issuance

If an employee receives three (3) first warnings within a two year period, the next warning will be a second warning.

Section 3. Any employee absent from work for three (3) consecutive days, without proper notice to management, or a bona fide reason, shall be considered as having voluntarily resigned without notice. Notice of such action will be mailed to the employee and the Union with a copy to the shop Steward.

Section 4. Disciplinary actions, when necessary, will follow a four step progression as follows:

1. Written warning,
2. Written warning,
3. Final written warning,
4. Termination.

The Company reserves the right to bypass the aforementioned process and discharge an employee immediately for actions that endanger the health or safety of any employee. The Company shall not exercise its authority in an arbitrary or capricious manner.

Section 5. The Company may discipline employees who refuse overtime requested 2 hours prior to the end of the shift based on the following:

1. After two refusals – issue verbal warning
2. After three refusals – issue 1st written warning
3. After four refusals – issue 2nd written warning
4. After five refusals – issue 3rd written warning
5. After six refusals - termination

Overtime accepted and/or refused will be recorded and signed off by the employee. If an employee does not receive at least 2 hours' notice, the refusal shall not count against him/her.

If an individual works all of the requested overtime, his/her refusals go back to "zero" but the written warning(s) remain. Employees who use sick time during the work week will not be disciplined for refusing overtime if that absence is substantiated with a written physician's excuse. The submission of a false or fraudulent excuse will result in immediate termination.

ARTICLE 18

SAFETY AND HEALTH

Section 1. The Company and the Union, will comply in accordance with all federal, state and local safety laws, rules and regulations. The Company and the Union encourage all employees to adopt a strict regard for safety as part of their individual responsibility.

ARTICLE 19

WORK SCHEDULE

Section 1. The normal workweek shall consist of five (5) days of eight (8) hours each, during the period commencing on Monday and ending on Saturday. Saturday shall apply only to employees hired after 10/26/86 or those who elect to work this schedule. This provision shall not be construed as a guarantee of any amount of work in any period, or as a limitation on hours of work.

Section 2. Time worked in excess of forty (40) hours per week will be paid at the rate of time and one-half the regular straight time pay and will be assigned on the basis of seniority provided the employee has the necessary skills. For work performed on Sundays, the rate of compensation shall be double the regular straight time pay. For work performed on Holidays, the rate of compensation shall be time and one-half the regular straight time pay, plus a day's pay. Nothing in this overtime provision shall be construed to require or permit the pyramiding of overtime pay.

Section 3. Work performed on the second shift by employee(s) regularly assigned to that shift (with a start time of 3:30 p.m. or later) shall be paid at an hourly rate of 10% higher than regular shift rates, up to a maximum of \$1.50 per hour. If a second shift employee is called into work early, he/she shall receive shift differential for all hours worked that day. An employee who transfers to the day shift shall lose the 10% premium.

Section 4. A lead person is responsible for aiding and directing co-workers in meeting production standards and quality, as directed by Management. They are not responsible for personnel actions, such as hiring, transfers, promotions, terminations, or disciplinary measures. Lead persons shall report to Management anything that interferes with production standards or quality. They shall report to Management any infractions of company policies or work rules that interfere with productivity. Lead persons, as named by the Company, will be paid a weekly premium while holding the position of lead person.

Section 5. In the absence of a foreman or supervisor, the lead person shall direct the work.

Section 6. No employee may refuse to work reasonable amounts of overtime when needed.

Section 7. Overtime will be offered to all employees, by department, by seniority provided the employee has the necessary skills. An associate with seniority has the right of first refusal. Overtime will be inventoried for periods of six (6) months at a time. After six (6) months, a new inventory will be started. An employee who refuses overtime when it is offered will be charged with the number of hours refused in the same manner that they would be charged if the hours were worked. Overtime lists used to compute and determine equalization shall be started new twice (2) a year or at any other time mutually agreed upon by both parties. The employer agrees that the overtime lists will be open for inspection by the Shop Stewards at any time.

Section 8. The Employer agrees that the week in which a holiday falls, on which no work is performed, shall be considered as time worked when computing overtime.

ARTICLE 20 **VACATIONS**

Section 1. Eligibility for vacations shall be determined by presence on the payroll on January first (1st) of the particular year. Vacation shall be earned as follows:

- a). All employees who have been in the employ of the Employer less than one (1) year shall receive one (1) day of vacation with pay for each two (2) month period in the Company's employ.
- b). Employees who have been in the employ of the Employer for a period of one (1) year or more, but less than two (2) years, shall receive one (1) week of vacation with pay.
- c). All employees who have been in the employ of the Employer for a period of two (2) years or more, but less than nine (9) years, shall be entitled to two (2) weeks of vacation with pay.
- d). All employees who have been in the employ of the Employer for a period of nine (9) years or more, but less than twelve (12) years, shall receive three (3) weeks of vacation with pay.
- e). Employees who have been in the employ of the Employer for a period of twelve (12) years or more, shall receive vacation with pay in accordance with the following schedule:

12 years but less than 14 years	16 days
14 years but less than 16 years	17 days
16 years but less than 18 years	18 days
18 years but less than 20 years	19 days
20 years or more	20 days

Section 2. There will be a vacation pick prior to January 1st of the vacation year. The procedure for picking vacation will be as follows:

- a). The first ten (10) days of vacation will be picked in order of seniority, from most to least senior, by department until the seniority list has been exhausted. The person picking may pick any available ten (10) days in the year, subject to the convenience of the Company.
- b). When every employee has had an opportunity to pick their vacation under paragraph (a) above, the balance of vacation time may be picked in order of seniority, from most to least senior, by department until the seniority list has been exhausted and is subject to the convenience of the Company.

c). The Company will determine the number of employees in each department who may elect to take vacation at any one (1) time. Union members will not be used to cover management time off.

d). No employee will be required to pick vacation, but once the pick is completed, any unscheduled vacation requests will be subject to the Company's discretion and, if approved, will be on a first come, first served basis. If an employee does not receive a response to a vacation request within five (5) business days, the employee should bring it to the attention of the Lead Steward, who shall contact the General Manager. The General Manager will respond within three (3) business days.

If a vacation request is denied, the employee may place his/her name on the vacation calendar and then if the opportunity to take vacation on that day becomes available, the first employee requesting the time in that department shall be offered the day.

e) When an employee is permanently transferred for the convenience of the Company, that employee's company seniority will apply in their new department only for the purpose of picking vacation.

Section 3. Vacation time does not have to be taken in weekly (i.e. Monday through Friday) increments. If an employee works during a week in which they have taken vacation, their vacation time will be treated as timed worked when calculating overtime, except for unscheduled vacation requested less than five (5) working days from the day the overtime is worked.

Section 4. The cut-off date for computing vacation eligibility shall be January 1st of each year.

Section 5. In the event a holiday falls during the employee's vacation period, such employee shall receive an extra day off with pay or an extra day's pay.

Section 6. Any employee who quits, after having been in the employ of the Employer for two (2) or more years, shall be eligible for vacation benefits provided in this Article on a pro-rated basis, provided he/she gives the Employer two (2) weeks' notice.

Section 7. Vacation is earned by presence on the job. However, no pro-rated deduction from vacation will be made until after thirty (30) working days of absence for sick leave, disability leave, leave of absence, or layoff. Accumulated

sick days and vacations days taken shall not be considered as an absence from work for the purpose of this clause.

Section 8. For 2020 and 2021 only, at the employee's discretion, up to five (5) days of unused vacation time may be sold back to the Company on December 1st to be paid out in the payroll before Christmas.

ARTICLE 21 **HOLIDAYS**

Section 1. Employees shall not work the following holidays, but shall be paid for these holidays nevertheless:

New Years Day	Labor Day
Day Before or Day After New Year's Day - (at option of the Company)	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Day Before or Day After Christmas- (at option of Company)

Section 2. Any of the above-mentioned paid holidays, should they fall on a Saturday, shall be observed on a Friday; and if the above-mentioned holidays fall on a Sunday, they shall be observed on a Monday.

Section 3. All of the above-mentioned holidays shall be paid for at straight time rate (8 hours) regardless of the day of the week the holiday falls on, without any work being performed on such days. However, if the employees are to work on any of the above-mentioned holidays, they shall be paid at the rate of time and one-half (1 ½) plus a day's pay (8 hours) for the holiday, with the following exceptions; the Company may, at its option, require employees to work on Good Friday or the day after Thanksgiving at regular pay rates and take a substitute day, at the convenience of the Company, with eight hours straight time pay, in lieu of the scheduled holiday. The Company agrees to first ask for qualified volunteers, then if necessary, to assign the least senior employees, who are qualified in the opinion of management to perform the necessary work, to work on these days.

Section 4. Employees may elect – at the convenience of the Company – to work on a scheduled holiday at regular pay rates and take a substitute day with full pay in lieu of a scheduled holiday.

Section 5. In order to be eligible for holiday pay, an employee must work their scheduled shift immediately preceding and/or immediately following the holiday. Employees who have been granted permission for time off such as vacation days, personal days, jury duty leave or bereavement leave, etc., from their scheduled shift immediately preceding and/or immediately following the holiday will also be eligible to receive holiday pay. This section is meant to curb abuse. Employees who are absent from their scheduled shift immediately preceding and/or immediately following a holiday without permission will be subject to the following:

1st occurrence – first written notice

2nd occurrence – second written notice

Any additional occurrence within one (1) years of a written notice; loss of holiday pay.

Section 6. No employee shall be required to work both Good Friday and the Day after Thanksgiving in any calendar year. If there are not enough qualified volunteers to work the Day after Thanksgiving, the least senior qualified worker(s) who did not work Good Friday will be required to work.

ARTICLE 22

SICK LEAVE AND LEAVE OF ABSENCE

Section 1. Prompt notice of at least one (1) hour before scheduled starting time shall be given to the Employer in the case of absence from work on account of sickness, disability or inability to report to work for a bona fide reason.

Section 2. Employees shall be entitled to their positions (same job grade in the same department) after a temporary absence from work on account of sickness or disability, such absence not to exceed a period of ninety (90) calendar days. The Employer may require a doctor's certification for any absence attributed to illness, when the absence exceeds two (2) days.

Section 3. Employees shall be entitled to sick leave after one (1) year of service on the following basis:

(a) Upon completion of one (1) year of service, each employee will accrue pro-rated sick days depending on the date of hire as follows:

January 1 to March 1	5 days
March 2 to May 1	4 days
May 2 to July 1	3 days
July 2 to September 1	2 days
September 2 to December 1	1 day
December 2 to December 31	0 days

(b) Each employee will accrue five (5) days sick leave for each calendar year thereafter. Sick days are earned by presence on the job. Any employee absent for fifty (50) or more working days will receive reduced sick days for the following year. No reduction shall be made for any absence from work paid with employees' accumulated sick or vacation time. Any reduction shall be made on a pro-rated basis. Any unused sick time shall be cumulative and carried over from year to year. It is further agreed that employees who have cumulative sick leave may use such sick leave for sickness. It is further agreed that in the event that an employee's employment is terminated for any reason, such employees shall be paid whatever amount of cumulative sick leave they have accumulated, such accumulation to be credited and allowed from January 1, 1954 and each year thereafter. Company to supply list.

Section 4. The Company may require a doctor's certification from employees who habitually (more than five times per year) report off due to illness on the same day of the week.

Section 5. Associates are entitled to a one year leave of absence upon a showing of good cause and consistent with production requirements. Such employee, upon returning to work, shall retain his/her original seniority status.

Section 6. Union officers and shop stewards may be granted time off, without pay, to attend Union business. Such time off shall not exceed ten (10) days in any contract year. The Employer shall have at least one (1) week's notice before granting such time off.

Section 7. Maternity Leave is now a disability covered by Title VII of the Civil Rights Act, Section 713 as amended, under Federal Register. (EEOC).

Section 8. The Company, the Union and the employees shall have all of their respective rights and obligations under the Family and Medical Leave Act (FMLA), and this agreement shall be interpreted consistent with the FMLA without regard to the 50 employee statutory threshold.

ARTICLE 23 **JURY DUTY**

Section 1. An employee must notify his/her Manager no later than his/her first scheduled work shift following receipt of notice for jury duty or examination. The Company may request that the employee be excused, exempted or rescheduled from such Jury Duty if, in the opinion of the Company the employee's absence for the purpose of Jury Duty would create an operational hardship for the Company.

Section 2. Any employee scheduled to work, but who is absent from work due to jury duty or jury examination, shall be paid the difference between the juror's fee and the time from work, up to eight (8) hours per day at the employee's regular hourly rate of pay. Payment for such jury duty shall be limited to time lost from the normal workweek. Advanced notice to the Company, a certification of serving and a statement of juror's fees received will be required to be eligible for jury duty pay.

ARTICLE 24 **BEREAVEMENT LEAVE**

Section 1. An employee who is scheduled to work may be excused from work because of a death in their immediate family. If excused, the employee shall be paid an allowance for the hours he/she is scheduled to work Monday through Saturday, not to exceed eight (8) times his/her hourly base rate of pay for each day excused, for not more than three (3) days. Employees will be granted up to an additional two (2) days leave without pay if requested.

Section 2. Time off with pay as provided in this Article is intended to be used for the purpose of handling necessary arrangements and attending the funeral of the deceased member of the family.

Mother, Father, Spouse, Son, Daughter, Brother, Sister, Mother-in-law, Father-in-law and Grandparents, step child/parent/siblings, brother & sister-in-law.

Section 1. The Company agrees to provide for its employees a health insurance plan consisting of any other health insurance at its option, provided that the health insurance does not conflict with any other provision in this contract. It is agreed that the maximum annual total payment, including payments to employees who waive coverage, to be made by the Company for any health insurance plan shall not exceed an average cost per employee of \$6,500 per year.

Section 2. The Company will not be liable to continue payments or coverage on any health insurance plan for employees who are absent from the payroll for a period of more than thirty (30) days for any reason excepting illness, in which case, the period may be extended to ninety (90) days.

Section 1. The Company agrees to provide coverage for Life Insurance and Disability Benefits on the following basis:

- (Company will research low co-pay additional life insurance)

- | | |
|----------------------|---------------------------------|
| 60% of weekly wages: | Minimum weekly payment \$200.00 |
| | Maximum weekly payment \$300.00 |

22

of their accrued vacation and sick time before becoming eligible for Disability Benefits. Eligible employees' may receive two (2) weeks of Disability Benefits for every one (1) year of service, not to exceed a maximum of thirty (30) weeks.

Section 3. In the event of disability due to accident, the benefit is paid the day following the last day of sick and vacation entitlement. In the case of disability due to sickness, the benefit is paid on the eighth (8th) day of disability provided all accrued sick and vacation time has been used or on the first (1st) day after sick and vacation payments have been exhausted. Employees shall be enrolled in this plan on the first (1st) day of the month following three (3) month's of employment.

Section 4. The Company will not be liable to continue payments or coverage of Life Insurance or the Disability Plan for employees who are absent from payroll for a period of more than thirty (30) days for any reason excepting illness in which case the period may be extended to ninety (90) days.

Section 5. The Company shall furnish every employee with certificates on the Life Insurance and Disability Plans.

ARTICLE 27 **OPTICAL BENEFITS**

This program includes the following conditions and definitions:

Section 1. When frames and lenses from manufacturers we represent are used on the Rx, a 100% discount will be granted from the regular Rx invoice price for one pair in the calendar year and 50% discount for four (4) additional pairs up to five (5) total pair per year. Family member may use first pair benefit

Section 2. When the Rx requires a special order item from a manufacturer we do not represent, the item will be billed at the regular Rx price.

Section 3. A maximum of two (2) pair of stock, ready-made plano sunglasses may be purchased each year in addition to any prescription eyewear. Plano sunglasses will be billed at regular invoice prices less 25% or company cost whichever is greater.

Section 4. Any specialty items, such as ski goggles, binoculars and Hilco and Vigor products, etc., will be billed at a 25% discount from the regular price or company cost, whichever is greater.

Section 5. Miscellaneous frames, frame parts, broken lenses, etc., purchased to repair existing eyewear, will be billed at the regular invoice price. These items will not count towards the maximum five (5) pair prescription glasses allowed in Section 1 or the two (2) pair of plano sunglasses allowed in Section 2. Broken or scratched lenses can only be replaced under this Section if made identically to the previous lenses we supplied. Any changes to the lenses will be considered a new prescription under Section 1.

Section 6. Employees may purchase optical products from the company for themselves and their immediate family members only under this program. Immediate family members are defined as follows:

- a). Married Employees – Spouse, Parents, Brothers, Sisters, Children and Legal Dependents.
- b). Single Employees – Parents, Brothers, Sisters, Children and Legal Dependents.

Section 7. Probationary employees are eligible for the above program at the end of their probationary period.

ARTICLE 28 **RETIREMENT PLAN**

Section 1. Effective February 1, 2005, non-exempt employees of Balester Optical may join the IUE/CWA 401(k) Plan. On April 30, 2013 the Company shall terminate the Defined Pension Plan and shall transfer to all employees all money they are entitled to in a lump sum. The Company and the Union agree to provide counsel to all employees as to the legal options available upon termination of the plan by a qualified professional.

Commencing in the first payroll period after January 1, 2020, all participating employees in the IUE-CWA 401k plan will receive up to a \$17 per week Company match. Commencing in the first payroll period after January 1, 2021, all participating employees in the IUE-CWA 401k plan will receive up to a \$18 per week Company match.

ARTICLE 29
WAGES

Section 1. The following wage increases shall be given to all employees effective with the first payroll period on or after December 1 of each contract year, provided that on those dates the employee shall have at least one (1) year of service.

<u>December 1, 2019</u>	<u>\$0.50 per hour increase</u>
<u>December 1, 2020</u>	<u>\$0.45 per hour increase</u>
<u>December 1, 2021</u>	<u>\$0.40 per hour increase</u>

The Starting rate for Grades 1, 2 and 3 is \$10.00 per hour, effective as of the first payroll period after December 1, 2016.

Section 2. The Employer agrees that no employee covered by this agreement, shall suffer any reduction in wages during the term of this agreement except as otherwise provided in the agreement.

Section 3 It is agreed that nothing in this collective bargaining agreement in any way shall prevent Management from granting an employee or employees merit increases during any term of our collective bargaining agreement.

GRADE 1

Cribbing – Deblocker –Tool Picking

GRADE 2

Blocking – Inspector (Intermediate) – Lens Clerk – Mailing Clerk

GRADE 3

Billing Clerk – Computer Operator – Contact Lens Technician – Customer Service – Cylinder Machine Operator – Edging Machine Operator – Finish Layout – Frame Tracing and Pattern Making – Generator Machine Operator – Hand Edging – Inspectors (Final) – Lap Truing Machine Operator – Lens Tint and Coating – Maintenance Mechanic/Machinist – Mounter – Purchasing

Clerk – Quality Control – Rx Clerk – Surface Layout – Vacuum Coating Technician

ARTICLE 30
CONTRACT DURATION

December 1, 2019 through November 30, 2022.

ARTICLE 31
NOTICE

Notice of termination must be given by either party by certified mail 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. If neither party shall give notice to modify or terminate this Agreement as provided above, the Agreement shall continue in effect from year to year.

ARTICLE 32
LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Labor-Management Committee, which will meet quarterly. In addition to other topics that may be addressed in these Labor-Management Committee meetings, the parties specifically agree to discuss workload and productivity issues.

MEMO OF UNDERSTANDING
SUBJECT: VACATIONS

It is agreed that the following employees with more than twenty (20) years of service shall receive vacation with pay in accordance with the following schedule during the course of this collective bargaining agreement, dated December 1, 2007 through November 30, 2010.

Arlene Durso

21 days

It is also agreed that the above listed employees may, at the Company's option, receive vacation pay in lieu of any vacation days in excess of twenty (20) days. Employees who wish the Company to consider this option should notify the Company in writing of their request by April 1st of each year.

SUBJECT: SOUND SYSTEM

The Company agrees to facilitate the installation or upgrade of a sound system designed for the delivery of music. The employees shall input into the programming choices. The Union agrees to share 50/50 in the cost of the improvement and will partner with the company with this project when agreed to by both parties. The total cost will be capped at \$3000.00 for any calendar year until a total facility upgrade is complete.

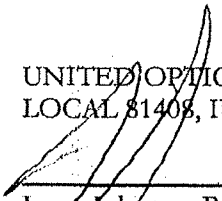
SUBJECT: IMMEDIATE FAMILY MEMBERS

Owners and immediate family members of the owners, who do not join the work force in the usual manner, shall be eligible to work in any job at any time as long as they do not displace a regular bargaining unit member over whom they do not have seniority. Such family members or owners who do work in the bargaining unit shall be considered to have seniority from their last date of hire and shall be placed on the seniority list and in the event of layoffs, shall be laid off in their turn.

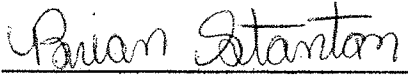
SUBJECT: Quarterly Meetings

The Union and the Company shall meet quarterly.

UNITED OPTICAL WORKERS UNION,
LOCAL 81408, IUE/CWA, AFL-CIO


12/30/19
Jason Johnson, President
Manager

BALESTER OPTICAL COMPANY


Brian Stanton, General