

CONTRACT

between

VISIONWORKS OF AMERICA, INC.

and

IUE/CWA LOCAL 81408

July 1, 2023 to June 30, 2025

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PREAMBLE

The purpose of this Agreement is to provide an orderly collective bargaining relationship between Visionworks of America, Inc. and the 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 collective bargaining agreement (the “Agreement”) is made and entered into this 6th day of June, 2023, by and between the Industrial Division of the Communications Workers of America, Local 81408 (IUE-CWA Local 81408) (referred to as the “Union” or “Local 81408”) and Visionworks of America, Inc. (referred to as the “Company”).

ARTICLE 2
RECOGNITION

The Company recognizes the Union, its designated agents and representatives, its successors and assigns, as the sole exclusive collective-bargaining representative in all matters pertaining to wages, hours and other conditions of employment for the employees in the following unit:

Unit: Included: All full-time and regular part-time hourly associates including optical specialists, optical specialists (lead) and clinical specialists employed by the Employer at its 615 W. Germantown Pike, Suite 100, Plymouth Meeting, PA facility.

Excluded: All other employees, optometrists, retail managers, territory directors, general managers, optical supervisors, regional lab directors, assistant managers, trainers, temporary associates, seasonal associates, guards and supervisors as defined in the National Labor Relations Act.

The term “associate” as used in this Agreement means employees included within the bargaining unit.

Full time associates are defined as associates who are regularly scheduled to work the Company’s full-time schedule and whose positions require at least thirty (30) hours per week on a regular and consistent basis.

Part time associates are defined as associates who are not in a temporary or seasonal status, are regularly scheduled to work less than the Company’s full-time schedule, and whose positions require less than thirty (30) hours per week on a regular and consistent basis.

Temporary and seasonal associates are defined as those individuals who are hired for a pre-established period of time to supplement the workforce or to assist in the completion of a specific project and/or are temporarily scheduled to work less than the Company’s full-time schedule for a limited duration of time, generally not to exceed 120 days. Employment of a temporary or seasonal associate beyond any initially stated period does not, in any way, cause or imply a change in employment status.

ARTICLE 3
UNION SHOP

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 November 20th, 2022 shall remain members in good standing. Other associates employed as of June 6, 2023 shall have the option to choose whether or not to become a Union member. It shall also be a condition of continued employment that all associates hired on or after June 7, 2023 shall, upon the completion of their probationary period, become and remain members in good standing in the Union or alternatively pay agency fees.

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 as provided to the Company, the prescribed Union dues and initiation fees levied in accordance with the constitution and by-laws of the Union. The Company shall remit monthly, the amount so deducted to the IUE/CWA, AFL-CIO Headquarters in Washington, D.C. and all initiation fees to the CWA Local 81408, PO BOX 3232, Schenectady, New York 12303.

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/COMPLETE AGREEMENT

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

2. The parties agree that the specific written terms of this Agreement shall be regarded as a complete and full statement of the relationship between the Company and the Union. Any past practice(s) will not supersede any term or condition of this Agreement nor create any additional obligations on either party. The parties agree that all matters and proposals raised in collective bargaining and all terms and conditions of employment for bargaining unit associates have been bargained to conclusion and no issues remain unsettled for the duration of this Agreement. 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 6
MANAGEMENT RIGHTS

1. It is agreed that the Company's management has the sole and exclusive rights, duties, and responsibilities to control the business, to direct the operations of the Company and its working forces, and to take whatever other action it deems either necessary or advisable to determine, manage, and fulfill the needs of the Company. Such functions of management include, but are not limited to, the exclusive rights: (i) to determine and modify the Company's services to be rendered, service methods and processes, and employment practices, policies, and procedures; (ii) to determine and modify the work schedules, work assignments, training programs, job qualifications, employment status and job classifications of associates; (iii) to acquire equipment and materials; (iv) to determine and modify the number of associates employed, and to hire associates directly from the marketplace; (v) to discharge or discipline associates for cause; (vi) to reduce work schedules or lay-off associates; (vii) to introduce new or improved service methods or facilities; (viii) to determine and modify the manner and methods by which services are rendered; (ix) to expand, reduce, close, locate, relocate, sell, or otherwise dispose of any store, unit, department or function of the Company's business; (x) to subcontract bargaining unit work; (xi) to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; and (xii) to issue reasonable work rules (including dress code) which shall supplement the Company's Associate Handbook, and its additional written policies, job descriptions and procedures.

The above rights are not all inclusive, but rather enumerate by way of illustration of the Company's rights. The Company reserves all rights to take any action and to make any and all decisions relating to the terms and conditions of employment, provided only that any such action or decision does not violate a specific written term of this Agreement.

2. Managers and supervisors retain the right to work regularly scheduled shifts, additional shifts, and extra work to maintain staffing and service customers as part of their job duties and as scheduled by the Company.

3. This management rights clause, and the rights referenced in this clause, shall survive expiration of this Agreement. The Union hereby expressly and unequivocally waives any conflicting right or limitation that may exist under the law or the Agreement, including, without limitation, any right to maintenance of the "status quo" terms and conditions after expiration.

ARTICLE 7
PROBATIONARY PERIOD

1. For all new associates, the first ninety (90) calendar days shall be designated as a probationary period. Upon successful completion of the probationary period, an associate will become eligible for regular employment with the Company. The service date of an associate who successfully completes the probationary period shall be calculated from their original date of hire. The probationary period may be extended by the Company up to sixty (60) days with prior notice to the Union.

2. During the probationary period, the associate may be counseled, disciplined, or terminated at the discretion of the Company, with or without cause, and such action shall not be subject to review or challenge through the grievance procedure. Such probationary associates shall have no right to file or present grievances, and the Union shall not have the right to file grievances over any matters concerning a probationary associate, including but not limited to, issues related to training, workplace treatment, discipline, and/or termination.

ARTICLE 8
NO STRIKES AND NO LOCKOUTS

1. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees, or persons acting in concert with them, shall encourage, direct, authorize, condone, participate in, threaten, or sanction, strikes, sympathy strikes, hand-billing, bannering, picketing, boycotts, slow-downs, work to rule, or other interruptions of work or interference with the Company's business operations at any location as it pertains to any dispute arising from the Plymouth Meeting location. Any associate who walks off the job, refuses to work, or otherwise violates this provision may be immediately discharged.

2. During the term of this Agreement, there shall be no lockout of associates by the Company.

ARTICLE 9
UNION REPRESENTATION

1. Except as specified in this Article, all Union business shall be conducted during non-work time and off Company property. During the term of this Agreement, the Union agrees not to disrupt or interfere in any way with any work being performed at the Company, any Company operations, or any Company activities or events.
2. The Company recognizes and will deal with all accredited Stewards and all other Union representatives in all matters which may affect the relationship between the Company and the Union.
3. The Company will recognize one (1) Steward for this bargaining unit. The Steward will be allowed 5 days off each year on an unpaid basis for Union training. The Union will provide at least 30 days' notice to schedule this time off. The Union will notify the Company immediately after a Steward is designated and the Union shall notify the Company within five (5) calendar days of any changes in the Steward. The number of Stewards may be adjusted by mutual agreement of the Company and Union.
4. The Company will pay lost time wages for one (1) associate for negotiations at eight (8) hours, three (3) days maximum, or twenty-four (24) hours total.

ARTICLE 10
BULLETIN BOARDS

The Company shall furnish a bulletin board which will be used by the Union for posting Union related information, except no Union bulletin board is required in a small store where the Company does not have a Company bulletin board, and an alternative means of communication (e.g., binder) will be provided.

ARTICLE 11
NON-DISCRIMINATION

The Company and the Union are committed to the principles of equal employment opportunity and to providing a workplace that is free from unlawful discrimination. As such, the Company and the Union agree not to discriminate against any associate in accordance with Company policy and any status protected by federal, state or local law, including activity protected under the National Labor Relations Act.

ARTICLE 12
PART TIME STATUS

1. The Company maintains the right to employ part time associates.
2. Part time associates are scheduled less than thirty (30) hours per week.
3. Part time associates will only be eligible for time off, insurance coverage, and other benefits as expressly stated in this Agreement.

ARTICLE 13
SENIORITY

1. Seniority shall mean the length of continuous service with the Company and represented by Local 81408. Seniority for associates with the same start date will be determined by random selection. A part time associate's seniority will be based on hours worked. Any paid time off will be treated as time worked, when calculating seniority.

2. Seniority shall be deemed broken:

- a) When an associate voluntarily terminates employment (including walking off the job). Walking off the job does not include engaging in a strike.
- b) When an associate is discharged for just cause.
- c) In the event that a layoff extends beyond ninety (90) days duration.
- d) When an associate fails to return to work three (3) days from recall. Recall shall be by telephone call (at least 2 attempts to contact the associate) and email to the last phone number and email address provided by the associate.
- e) When an associate is absent for more than two (2) consecutive workdays and/or fails to call in for two (2) consecutive workdays, 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.

3. If an associate resigns or is terminated, the associate will be entitled to any unpaid time worked. Upon separation from employment, an associate is entitled to any unused vacation time only if the associate resigns with two (2) weeks' notice and does not miss any scheduled time during the notice period. An associate who is terminated for cause is not entitled to pay out of accrued vacation.

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

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

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

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

5. An associate's seniority date shall not change if the associate's status changes between full and part time.

ARTICLE 14
JOB POSTING

1. Where a bargaining unit vacancy occurs, the Company shall make a determination whether a vacancy posting shall be issued. Should the Company decide to issue a full time or part-time vacancy posting, such notice shall be posted electronically for at least five (5) consecutive calendar days using the Company's recruitment management system. If an associate wishes to be considered for a job opening, the associate must submit an electronic bid for the opening by completing a requisition form and submitting it electronically to the Human Resource Department during the posting period.

2. The Company retains the right to post vacancies and recruit for bargaining unit work simultaneously internally and externally, and to hire for any position based upon the applicant who is the most qualified for the role, with no preference given towards any current Company associate, or the seniority of Company associates. In the event that two bargaining unit associates are determined by the Company to be the most qualified candidates, and are equally qualified for the position, the internal candidate with the greater Company seniority will then be given preference for the position. The Company shall determine when a successful bidder is moved into their new role.

3. Trial Periods

There shall be a trial period of no more than thirty (30) days, for any associate who changes responsibilities as a result of a job posting, beginning with placement in the role. If the associate does not successfully complete the trial period, the associate will be returned to the associate's former job at their former pay rate. (Any associate who is displaced, as a result, is subject to layoff.) An associate may choose to return to their former job at any time during this trial period. Any associate who chooses to return to their former job before completing the trial period 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 second unsuccessful posting, and one (1) year for each subsequent unsuccessful posting. If the Company returns the associate to the associate's former job before completion of the trial period, the associate will be ineligible to respond to future postings for the same position or positions for a period of three (3) months for the first unsuccessful posting, six (6) months for the second unsuccessful posting, and one (1) year for each subsequent unsuccessful posting, but the associate will not be limited in posting for other than the unsuccessful position(s). The Company shall have no more than five (5) business days at the completion of the thirty (30) day initial 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. The Company will not exercise its judgment in an arbitrary or capricious manner.

4. If the associate who was awarded the position does not successfully complete the trial period, the Company, in its discretion, may consider the remaining applicants and bids that were filed initially, or repost the position, or choose not to fill the position.

5. Should an associate's new responsibilities pay a higher rate than the responsibilities previously performed, the associate shall receive the higher rate upon completion of the trial period.

6. The Company may, in its sole discretion, choose not to fill any vacant position at any time.
7. Should an associate with a higher skill level post for a position in a lower skill level, the associate's salary will be reduced to the middle pay rate of the posted pay range for the lower job classification.

ARTICLE 15
LAYOFF

1. When a layoff becomes necessary, temporary or otherwise, the Company will provide two (2) weeks prior written notification to the Union and affected associates.
2. The Company will determine the timing of any layoff, the number of associates to be laid off, the job titles affected, whether the positions affected are part-time or full-time, and the associates affected. The layoff of full-time associates will be in reverse order of seniority within the job title affected.
3. Reductions in Hours: The Company retains discretion to determine the number of hours worked per week by both its full-time and part-time associates. If the Company reduces the scheduled hours of full-time associates on a temporary basis to less than 30 hours per week, the Company will provide reasonable notice to such employees and the reduction will not affect their status as full-time associates under this Agreement.

ARTICLE 16
GRIEVANCE PROCESS

A Grievance is defined as a matter concerning the meaning, interpretation, application or alleged violation of a specific provision of this Agreement.

Associates are encouraged to address and seek to resolve with their immediate supervisor any difference of opinion, controversy or other issue concerning their rates of pay, wages, hours of employment, or concerning the meaning, interpretation or application of this Agreement. If such matter or issue is not settled or adjusted by the supervisor to the satisfaction of the Union and the associate concerned and the matter qualifies as a Grievance (as defined herein), then the following procedure shall apply.

A Grievance shall be deemed untimely if it is not initiated within five (5) business days (Monday – Friday) from the date the action or incident occurred. The day of the occurrence shall not be counted as part of the five (5) day period.

The following procedures shall be the sole and exclusive means for associates and the Union to seek adjustment and settlement of any Grievance.

Step One - The Union or the associate shall reduce the Grievance to writing, on a prescribed form and submit the Grievance to the Location Manager within the five (5) day time period. The Grievance form shall include date filed, article affected, steward's name, aggrieved associate's name, type of grievance, description of incident, remedy desired, and request for a Step One meeting. The Grievance will be addressed at a conference between the Union Representative/Steward, the Department/Location Manager, and a Company designated representative. The Company will issue a Step One written response to the Grievance within two (2) weeks. If no settlement is reached at Step One, the Union will have two (2) days from the date of the Step One answer to refer the Grievance to Step 2.

Step Two - By conference between the Union Representative/Steward, Territory Director and a designated representative of the Human Resource Department. "Class action" Grievances may be presented at the second step of the grievance procedure. A "class action" Grievance is understood to mean a Grievance common to numerous associates where it would be burdensome and impractical to require the filing of a separate Grievance for each of the associates involved. The Company will issue a final, written decision within two (2) weeks after the Step 2 conference.

Mediation. If dissatisfied with the Company's final decision in the grievance process, the Union may make a written request to engage in mediation via the Federal Mediation and Conciliation Service (FMCS). The written request for mediation must be delivered to the Company's designated representative of the Human Resources Department within seven (7) calendar days of the issuance of the Company's final decision or it will be rejected as untimely. Upon delivery of a timely request, the parties will participate in a single mediation session with an FMCS-appointed mediator in an effort to resolve the Grievance. The mediation session must be held within thirty (30) calendar days of a timely request. Any such mediation is non-binding.

Step Three FOR DISCHARGE GRIEVANCES ONLY – Only for grievances that challenge an associate's discharge, if the grievance is not resolved at step 2, the grievance may be submitted to

arbitration with the American Arbitration Association (AAA) in accordance with its labor arbitration rules. Notice of intent to arbitrate shall be given in writing to the AAA and the Company within thirty (30) calendar days of the second step response, unless an extension is mutually agreed to.

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 the arbitrator's appointment, and shall make the award as promptly as possible after the hearing.
4. In all arbitration cases, the Union may be represented by the Location Steward and the Local 81408 President or designee.
5. The arbitrator shall not have the power or authority to alter any of the terms of this Agreement.

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

The Local Union President or their designee may be present at any point in the grievance process.

The time frames herein may be extended by mutual written agreement (including text or email). Absent a mutual written extension, if a Grievance is not timely filed, or advanced in a timely fashion, it will be deemed abandoned and the Company's answer to the Grievance shall be final and binding. If the Company does not timely answer a Grievance at any step it shall be deemed a denial of the Grievance and the Union may proceed to the next step.

ARTICLE 17
DISCIPLINE

1. The Company shall have the right to discipline or discharge associates for any misconduct, insubordination, performance-related issue, attendance issue, or violation of Company policies and procedures, which may be modified from time to time by the Company. While the Company generally follows a progressive disciplinary policy, progressive discipline is not required under this Agreement, and the Company reserves the right to immediately discharge an associate for such misconduct or other violations.
2. In the case of the discharge of an associate, the Company shall furnish the discharged associate and the Union with a signed statement giving the basis for discharge.
3. Without limiting the scope of paragraph 1 above, 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.
4. The progressive discipline process is as follows:
 - a. Verbal 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.
 - b. 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.
 - c. 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 the associate.
 - d. Any additional occurrence of unacceptable behavior, as documented in the aforementioned process, may result, at the Company's sole option, in other, or 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 discipline or discharge an associate immediately. Discipline at all steps shall only be for just cause.
5. The Parties recognize that an associate, who has been issued a disciplinary warning, may demonstrate appropriate performance and conduct over a subsequent period of time that is a counterbalance to the prior misconduct that led to the discipline. As a general principle, after a period of two (2) years, if an associate has not received any subsequent discipline, that warning will not be the basis for progressive discipline.

ARTICLE 18
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 health and safety procedures and use of safety equipment, including the use of PPE and adherence to patient and customer ready cleaning protocols, 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 retail unit that could lead to injury. All unsafe conditions must be promptly brought to the attention of the Department/Location Manager.

2. An associate who is injured or becomes ill while at work, should report it immediately to the Department/Location Manager, regardless of how small or insignificant the injury may seem, so that the associate may receive proper medical attention, the cause of the injury may be addressed, and documentation may be completed. In the event that the accident or injury happened at work and required medical attention after going home, the associate must call their Department/Location Manager advising what care was needed. The Company and the Union encourage 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, have identified certain chemicals as hazardous. Material Safety Data Sheets (MSDS) shall be available. Associates are required to follow the established procedures for handling any chemicals as designated in order to minimize any danger associated with the use of such chemicals.

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.
- Unauthorized repairs to machinery are prohibited.
- Associates must turn off and disconnect machinery from power source, consistent with safety protocols, before cleaning, clearing jams, or making authorized equipment repairs.

The Company shall have the right to establish dress code procedures necessary to protect the safety and welfare of all associates. Associates must follow the dress code for their particular department as well as the guidelines established in the Company's Associate Handbook, which may include regular use of laboratory coats.

5. The Company shall perform air quality and internal mold/bacteria evaluation studies for work locations based on a reasonable request. Studies shall be forwarded to the Union when received from the licensed professional contracted to perform the task.

ARTICLE 19
WORKING CONDITIONS

If an associate is aware of an unsafe working condition, they should report it to their Department/Location Manager. If there is no response, the steward should bring the matter to the attention of the Director of Human Resources via email or at 2921 Erie Blvd. East, Syracuse, New York 13224 and the Local 81408 union office at PO BOX 3232, Schenectady, New York 12303.

ARTICLE 20
WORK SCHEDULE

1. Work Week - The regular work week shall be Sunday through Saturday. The Company retains the right to alter the work schedule to accommodate business needs. Every reasonable effort will be made, by all managers, to make schedules available two weeks in advance. The schedule for a location will be available for associates at that location.

2. Breaks – For full-time associates, the Company shall grant a fifteen (15) minute break in the first four (4) hours of the shift, a thirty (30) minute lunch break, and a fifteen (15) minute break in the last four (4) hours of the shift. At no time, shall a break be taken that will interfere with serving a customer.

3.Overtime -- One and one-half times the regular hourly wage shall be paid for all hours worked in excess of forty (40) hours per week. All paid time off is expressly excluded from hours worked. When work is performed on a holiday (as designated by this Agreement), full time and part time associates shall receive one and one-half times their regular hourly rate for all hours worked on the holiday, as defined by the Company’s holiday schedule. Associates will also receive holiday pay pursuant to Article 22 Holidays.

4. Overtime Scheduling – Overtime will be offered on a voluntary, rotating basis starting with the most senior associate(s) so that each associate will be offered overtime before the most senior associate is again offered overtime. If there are not a sufficient number of volunteers as may be required, the Company may invoke mandatory overtime, in reverse, rotating order of seniority using the same method as for voluntary overtime. Failure to work mandatory overtime, when required, will be cause for disciplinary action. Associates with approved time off are excused from mandatory overtime.

5. Disruptions to Production

a. In the event that the Company deems it necessary to close a location due to adverse conditions (weather, system/equipment outages, etc.) associates will not be paid for the hours they were scheduled to work, but may use a PTO or vacation day 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.

b. If the Company decides to close a location during the course of the workday, in order to ensure the safety and well-being of our associates, all associates will be paid for the hours they worked as well as the balance of the hours they were scheduled to work, up to a maximum of eight (8) hours for any period of continuous closure.

c. Should the location open when the weather is threatening, only those associates who reported for work will be paid for the full hours they were scheduled to work, up to a maximum of eight (8) hours, whether or not it should become necessary to close later in the day. Those associates who do not report for work when a location

is open, may use a PTO or vacation day to make up the time missed, and will not be disciplined for a reasonable decision not to report to work because of inclement weather.

- d. 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, the associate may take unpaid time for the approved vacation.

ARTICLE 21
TIME OFF

1. Effective for the duration of this Agreement, the Company shall offer bargaining unit associates paid time off, including vacation time, personal time, bereavement leave, and jury duty leave, but excluding holidays, under the same policies as offered to other Visionworks associates as listed in the Human Resources Policy (VW-HR.-5.06) in effect as of the date of this Agreement.
2. The Company and the Union agree to operate in compliance with the provision of the Family Medical Leave Act (FMLA). Both the Company and those employees who are eligible under the FMLA will have all of their respective rights and obligations under the FMLA.
3. In the event that legislation is enacted requiring paid sick leave, the parties agree that paid time off under the Company's various paid time off polices shall be substituted for such paid sick leave to the maximum extent permitted under the legislation.

ARTICLE 22
HOLIDAYS

1. The following are recognized holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
One floating Diversity holiday

2. The Company may establish operating schedules on these recognized holidays. Holiday work assignments will be scheduled according to seniority and reasonable advance notice will be given to associates regarding those operating schedules.
3. Full time and part time associates, who work at least one shift during the pay period in which the holiday occurs, will be paid eight (8) hours straight time pay as holiday pay, in addition to pay for the hours worked on the holiday in accordance with Article 20 Work Schedule, paragraph 3. In order to receive pay for the above designated holidays, the associate must have worked their scheduled shift on the day before and the scheduled day after the holiday. Holiday pay will not be paid when time off (before or after the holiday) is not approved in advance. If an associate is ill and provides a doctor's note at the start of their shift upon returning to work, they will be eligible for pay.
4. Associates who work on a designated holiday may take an alternate day off within the same pay period, but will not receive additional holiday pay since it was paid on the actual holiday.

ARTICLE 23
BENEFITS

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

2. Effective for the duration of this Agreement, eligible associates shall be provided a retirement program through the Company's 401(k) plan. Company contributions to associates' accounts shall be consistent with those contributions provided to the Company's non-bargaining unit associates. The Company reserves the right to change carriers, eligibility, contributions, investment options, and other terms of its 401(k) Plan.

ARTICLE 24
WAGES

1. Effective July 1, 2023, the pay ranges for bargaining unit positions are as follows.

Position	Minimum Wage	Midpoint	Maximum Wage
Optical Specialist	\$12.00	\$14.00	\$16.00
Sr. Optical Specialist Sr. Optical Specialist, Lead Clinical Specialist	\$13.00	\$15.25	\$17.50

2. Annual Wage Increases

- a. All bargaining unit associates who had completed their probationary periods received a 3% wage increase effective in the first payroll period beginning after April 1, 2023.
- b. There will be a 2.75% wage increase effective in the first payroll period beginning on or after July 1, 2024.

3. No annual wage increase shall cause an associate to be paid more than the maximum wage rate for their position.

4. Associates may be cross-trained and/or transferred temporarily to other bargaining unit positions at the Company's discretion and without any adjustment to their pay. Associates who are transferred or promoted into a higher level through the Job Posting procedure will receive the minimum rate for that higher level or an increase of fifty cents (\$0.50) per hour, whichever is greater.

5. It is agreed that nothing in this Agreement shall prevent the Company from determining the starting pay for an associate or granting merit increases at its sole discretion to an associate, or associates. The Company will provide the Union with timely notice of all merit increases.

6. Wage Overpayments -- In the event that an associate is overpaid, the associate shall repay the overpayment over the same period of time for which the associate was overpaid with the overpayment issue resolved in the calendar year of the overpayment to the extent feasible. As an example, if an associate is overpaid in only one pay period, the associate will repay the full amount in one pay period. Similarly, if the overpayment extends over two months, the associate will have two months to repay the overpaid amount due to the Company.

7. All associates shall be paid on a bi-weekly payroll basis.

8. Incentives -- During the term of this Agreement, the Company will continue a sales incentive program, but reserves the right to establish, modify, and/or discontinue any particular sales incentives or SPIFFs, on a semi-annual basis, at the Company sole discretion.

9. Effective as soon as practicable after ratification, a lump sum ratification bonus in the gross amount of \$400 (not added to base) will be provided to all associates in the bargaining unit.

ARTICLE 25
CONTRACT DURATION

This Agreement shall remain in full force and effect for a period commencing July 1, 2023 and ending June 30, 2025.

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. If no timely notice of termination is given by either party, this Agreement will be deemed to automatically renew for one (1) year, and will continue to automatically renew from year to year upon no notice of termination provided by either party.

Dated June 6, 2023

Jackie DeChamps
Chief Retail Officer, Store Operations
Visionworks of America, Inc.

Jason Johnson
President
IUE/CWA Local 81408

Lisa Hill, Esq.
Senior Vice President/Office of
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Rob Macherone
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