

C O N T R A C T

IUE-CWA

**A FORCE FOR
WORKING FAMILIES
AFL-CIO**

B E T W E E N

UNITED OPTICAL WORKERS

LOCAL 408, IUE-CWA AFL-CIO, CLC

AND

Park-Sher Optical Company of Buffalo, New York, Inc

MARCH 1, 2024 – FEBRUARY 28, 2028

Table of Contents

Article	Page #
1. Agreement.....	3
2. Recognition Clause	3
3. Management’s Rights	4
4. Prohibited Practices	4
5. Union Membership Dues	5
6. Non-Discrimination	5
7. Union Shop.....	5/6
8. Check Off.....	6
9. Saving Clause.....	6/7
10. Union Representation.....	7
11. Bulletin Board.....	8
12. Safety And Health.....	8/9
13. Work Conditions.....	9
14. IUE Cope.....	10
15. Hours of Work	10/11
16. Vacation Pay	11-13
17. Holiday Pay	13/14
18. Leaves of Absence	15
19. Sick Leave	15/16
20. Inclement Weather	16
21. Weather Closure.....	16

22. Grievance Procedure	17-19
23. Seniority	19
24. Probation Period	19
25. Discharge Terms	20
26. Military Hires	20
27. Health Insurance	20/21
28. 401K Plan	21
29. Job Titles & Wages	21-24
30. Bereavement Leave	24
31. Miscellaneous	24/25
32. Discipline Policy.....	26
33. Attendance Policy.....	26/27
34. Temporary Transfer.....	27/28
35. Job Posting.....	28/29
36. Aparentence Program.....	29-31
37. Term.....	31
38. Signature Page	31

WITNESSETH:

WHEREAS, the parties desire to provide for orderly collective bargaining relations between the Company and the Union, to secure the prompt and equitable disposition of grievance and to establish fair wages, hours and working conditions for the employees covered by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

**ARTICLE 1
AGREEMENT**

This Agreement made and entered into this 1st day of March, 2024, by and between the IUE/CWA and Local 81408, of PO BOX 3232, Schenectady, New York 12303, hereinafter referred to as the Union, and Park-Sher Optical Company of Buffalo, New York, Inc. with its offices at 3035 Genesee St, Cheektowaga, NY 14225, hereinafter referred to as the "Company".

**Article 2
Recognition Clause**

The Company recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, wages, hours and other conditions of employment for all of the 1. Receptionists 2. Optometric Technicians 3. Apprentice Opticians 4. Licensed Opticians 5. Experienced Opticians 6. Contact Lens Opticians. The term "employee" as used in this Agreement refers to and includes all persons working under these six job classifications.

Employees at any/all locations now and future owned, managed/administered or in partnership with Park-Sher Optical Company of Buffalo, New York, Inc. will automatically be covered upon ratification of this contract

Article 3
Management's Rights

The Company shall remain vested with full and exclusive control of the management and operation of the business and with the direction and supervision of the working forces, including its right of fire, suspend or discharge employees for cause; to transfer employees temporarily or permanently, to new duties; to relieve employees from duty because of lack of work or for other legitimate reasons; to schedule its operations; to extend, limit, curtail or re-schedule its operations when, in its sole discretion, it may deem it advisable to do so, except as specifically set forth otherwise in this Agreement. However it will discuss with the Union prior to any changes.

Article 4
Prohibited Practices

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

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

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

Article 5
Union Membership Dues

A.) All present employees of the Company and those who in the future enter the bargaining unit on the 1st day following the beginning of such employment or date of the execution of this Agreement, whichever is later, shall be and continue to remain members of the Union in good standing as a term and condition of employment. However, any and all benefits shall begin on the 90th day of employment. Dues will begin to be withdrawn after 30 days of employment.

B.) Any person hired or transferred into the bargaining unit on or after the effective date of this Agreement and covered by this Agreement shall be required as a condition and term of employment to become a member of the Union on or after the 1st day following his/her transfer or beginning of employment and maintain his/her membership for the life of this Agreement.

Article 6
Non-Discrimination

The Company, either in hiring, promoting, advancing, assigning to jobs, or with respect to any term or condition of employment, will not discriminate against any employee because of Union membership or activity, race, color, creed, religion, national/ethnic origin, sex, marital status, sexual orientation, gender identity and expression, genetic information, age, disability or service in the military or other uniformed services.

ARTICLE 7
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 March 1, 2024 shall remain members in good standing. It shall also be a condition of continued employment

that all associates covered by this Agreement and hired on or after March 1, 2024 shall, upon the completion of their probationary period, become and remain members in good standing in the Union.

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

ARTICLE 8 CHECK-OFF

A. The Company agrees to deduct each pay period from the wages of associates, who are members of the Union and who have signed authorization cards in the form annexed to this Agreement, the prescribed Union dues and initiation fees levied in accordance with the constitution and by-laws of the Union. The Company shall remit monthly, the amount so deducted to the IUE/CWA, AFL-CIO Headquarters in Washington, D.C. and all initiation fees to the CWA Local 81408, PO BOX 3232, Schenectady, New York 12303.

B. 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.

C. 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 9 SAVINGS CLAUSE

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.

ARTICLE 10 UNION REPRESENTATION

A. 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.

B. A written list of Union Stewards shall be furnished to the Company immediately after their designation and the Union shall notify the Company within five (5) calendar days of any changes in Stewards.

C. The number of Stewards may be adjusted by mutual agreement of the Company and Union. The Company will recognize one (1) Stewards.

D. The Company agrees to grant permission, as may be necessary, for the Steward or Union representative to carry out the investigation and processing of grievances. Such arrangements shall include permission for Stewards to leave their job assignment to investigate and/or bring about a proper and expeditious disposition of a grievance in their retail location, department or area designated to their representation.

E. The Company shall pay Stewards their regular hourly earnings for time spent processing grievances during their regular work hours, up to a maximum of ten hours per week.

F. The Company will pay lost time wages for up to 1 associate for negotiations at 8 hours up to a maximum of 24 hours.

G. Union Steward(s) will be granted leave to conduct Union business after 72 hours' notice to the company.

**ARTICLE 11
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 12
SAFETY AND HEALTH**

A. 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.

B. 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.

C. 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.

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

- Prior to using any equipment or materials, associates must read the instructions or have been properly instructed in the use of the equipment.
- The Union shall encourage common sense and safe, professional behavior.
- As prescribed by OSHA, all associates must use safety eyewear and any other protective devices as needed or directed by the Department/Location Manager. An initial pair of safety eyewear will be supplied by the Company. Associates shall incur the cost of any replacement. Associates not possessing the appropriate eyewear will not be permitted to work.
- Unauthorized repairs to machinery are prohibited.
- Associates must turn off and disconnect machinery from power source, consistent with the training for lock out, tag out procedures before cleaning, clearing jams, or making authorized equipment repairs.

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

E. N.Y. HERO Act: The parties agree that matters covered under the NY HERO Act shall be addressed through their Labor Management Committee in lieu of the procedures set forth in the HERO Act.

ARTICLE 13 WORKING CONDITIONS

If an employee 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 at 3035 Genesee St, Cheektowaga, NY 14225.

ARTICLE 14
IUE COPE

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

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 IUE COPE article, the payment of the same to the Union or any other action taken or not taken by the Company.

Article 15
Hours of Work

A.) The normal work week shall consist of five (5) days, forty (40) hours, Monday through Saturday, inclusive, with one (1) day off. The Company shall have right to schedule the working shifts so as to insure a six (6) day operation. No employee who might be required by the Company to work before his/her regular starting time shall be required to take time off from his/her regular scheduled hours in lieu of overtime payment at the employee's discretion.

B.) All hours worked on Sundays shall be paid for at double time. All hours worked in excess of forty (40) hours shall be paid at the rate of time and one-half (1½). All hours worked on a holiday shall be paid for at the rate of time and one-half (1½) plus the holiday pay. When calculating overtime pay, employees' weekly wages shall be based on a 40-hour week.

C.) Overtime requirements shall be determined solely by the Employer based on the requirements of business. Overtime shall be evenly distributed as far as possible among the

employees in the unit who are qualified to perform the available overtime work. Reasonable notice of overtime as far in advance as possible shall be given to the employees affected.

D.) If an employee is given a notice of a layoff for one (1) week or more, the Company shall give said notice two (2) weeks prior to the effective date of layoff or pay one (1) week's pay in lieu of the two (2) week's notice, except where the Company has no control over the conditions causing the layoff.

E.) Full time employees are identified as 30-40 hours per week, part-time is identified as 29 hours or less per week. The company cannot cut a full-time worker's hours below 38 hours, however, nothing prevents a full-time employee from voluntarily working less than 38 hours, but at least 30.

F.) Paid time off/Vacation/Holiday Pay benefits are as follows:

- 100% - 35-40 hours
- 80% - 30-40 hours
- 50% - 20-29 hours
- 0% - below 20 hours, but are granted two weeks of unpaid vacation

Article 16

Vacation Pay

A.) Vacation with pay shall be granted employees on the payroll at the beginning of the vacation period as follows. Part Time employees will get personal/sick and vacation time on a prorated basis, as compared to 40 hours.

- | | | |
|-----|---|---------|
| 1.) | Six (6) months but less than one (1) year service | 1 week |
| 2.) | One (1) years' service | 2 weeks |
| 3.) | Five (5) years' service | 3 weeks |
| 4.) | Ten (10) years' service | 4 weeks |

* Any employee that was scheduled to hit a previous threshold in 2019 under the old CBA will still hit that threshold upon ratification of this contract.

In an effort to facilitate the hiring of experienced people to enable this business to grow and expand thereby increasing the ranks of our Membership we can agree to the following. Any new hire, regardless of classification within our Bargaining Unit, with at least 10 years of verifiable previous experience in the optical industry related to the position they are applying for will be entitled to an enhanced vacation only benefit as follows:

Years of experience	Amount of Vacation
10 years	3 weeks
20 years	4 weeks

All other benefits will be strictly according to the CBA including increase and decrease in workforce.

B.) Upon termination of employment, an employee will be paid the amount of vacation pay which has accrued to him/her during the current vacation year at his/her hourly rate of earnings as of the date of the termination of his/her employment.

C.) Request for vacation can be at anytime, however not more than one hundred-eighty (180) days prior to the date of the beginning of the vacation period. The company will review individual vacation requests and approve as indicated after a one-week period in order of seniority. Request submitted 30 days or less will be approved on a first come first serve basis. The Company will maintain at least 10% or 2 employees (whichever is greater) off at any time in each category. Categories are defined as A) Opticians and CL Lens Opticians, category B) Everyone else. Once vacation is approved, the company may not cancel such vacation.

- Nothing prohibits the company from approving time off with less notice if the business needs allow it.

D.) Employees who are on LOA will be granted vacation when requested and after discussion and agreement between the company and the union.

E.) A vacation schedule should be established by mutual agreement with preference as to vacation period being given to employees on the basis of their seniority.

F.) It is further agreed that the Employer shall pay vacation pay to the employees one (1) week prior to their going on vacation, in lieu of receiving pay during the week of vacation at employee's discretion.

G.) Associates with 3 weeks of vacation may be paid out 1 week of vacation. Associates with 4 weeks of vacation may be paid out 2 weeks of vacation. Both as per employee's option. Any other vacation time lost as a result of time denied will also be paid out. Vacation cannot be rolled over. For those opting for a pay-out, the vacation pay will be at the employee's regular pay rate. The company will have 2 pay cycles from the start of the new contract year to pay out any unused vacation as described above.

Article 17
Holiday Pay

A.) Every employee covered by this Agreement shall receive the following holidays with pay regardless of the day of the week on which they fall:

New Year's Day	Labor Day
½ Day before New Year's Day	Thanksgiving Day
Memorial Day	Christmas Eve
July 4 th	Christmas Day

B.) In addition to the above enumerated holidays, the employees with over 1 year of service shall be entitled to four (4) floating holidays January 1st each year. Such floating

holidays shall be taken at a time mutually agreeable to the Employer and the employee. The employees shall give at least three (3) weeks notice to the Employer in advance of the time he/she desires to take a floating holiday. The floating holidays must be used by 12/31 every year.

*Employees newly hired after March 1st, 2024 will receive 2 Floating holidays after 180 days of employment.

*Employees hired Prior to March 1st, 2024, but who have under one year of service as of the ratification date of this contract will still receive 4 floating holidays.

C.) Employees who may be requested to work on any of the above listed holidays shall be paid at the rate of time and one-half (1½) plus their holiday pay for the holiday worked.

D.) Should a holiday fall on a non-scheduled work day or Sunday, and not celebrated on another day, each employee shall receive for such holiday his/her regular day rate.

E.) Should a holiday fall within an employee's approved vacation period, he/she shall a floating holiday to be used in the future or be paid for holiday at their regular rate of pay at straight time at the discretion of the employee.

F.) Should a holiday fall on an employee's day off, he/she shall be granted another day off with pay or the option to have the day paid.

G.) Employees vacation, sick, floating holidays shall be listed, each as a line item on their paycheck stubs stated in hours.

H.) To receive pay for the above holidays the employee must work their scheduled shift on the day before and the scheduled day after the holiday. If the associate is sick and provides a doctor's note on the next working day to their manager, they will receive pay for the holiday.

Article 18
Leaves of Absence

Employees who are members of the Union when elected as delegates to the Union Convention or as full time officers of the Union, shall be granted leaves of absence as may be necessary and upon being relieved of this position, shall be entitled to their full seniority rights as though they had been employed continuously by the Company. The Company agrees to grant reasonable leaves of absence for reasonable cause in the foregoing cases and in case of maternity leave and personal leave, providing sufficient advance notice be given. Leaves of absence for reasonable personal reasons shall be granted at the Employer's discretion. All such leaves shall be granted without any loss of seniority of employees affected. "Reasonable cause" shall be deemed to be illness or death in the immediate family.

Article 19
Sick Leave

A. All employees will be provided with forty (40) hours of sick leave on January 1st of each year and can be used in increments of at least 1 hour. Sick leave will be paid at the employee's normal rate of pay. Unused sick leave will not be paid out when employment ends. Upon request, an employee will be provided with a summary of the sick leave which has been accrued or used during the current year or any previous year.

B. Any unused sick time shall be rolled over to a floating holiday the following year.

C.) In the event that an employee calls in sick and there is no sick time available, other PTO will be used.

D. New employees hired after Jan 1st will earn 1 hour of sick time for every 30 hours worked (maxed at 40 hours) until the following January 1st.

E. In accordance with the New York Paid Sick Leave Law, the Parties agree that the benefits provided in this Agreement in the form of Sick Leave and other paid time-off, leave, compensation, and other employee benefits, or some combination thereof, meet or exceed the benefits provided by Section 196-b of the New York Labor Law, and the terms of this Agreement, including the discipline provisions as applied to paid time-off, leaves and absences, are in lieu of the benefits and requirements of Section 196-b.

Article 20
Inclement Weather

A. If the Company sends the employees home due to inclement weather, power failure, or any other emergency situation, employees shall be paid for the day.

B. If the company chooses to open a location in the event of severe weather, any Employee that calls out or is tardy will not be subject to the attendance policy. Employees will be required to use their Sick Time/Personal/Vacation if they have it, when calling out or are tardy for 1 hour or more.

Article 21
Weather Closure

A. A Weather Closure occurs when a specific Company location is closed prior to opening, as the result of a travel ban imposed by any government authority on a calendar day when that specific Company location is scheduled to be open to the public.

B. Employees scheduled to work on that day will receive regular pay for their scheduled hours. There may be up to two (2) company-paid Weather Closures in any contract year.

C. After the two days are paid, for any other location closures, Employees may use PTO, as they have it available, or take the day as unpaid.

Article 22
Grievance Procedure

A. GRIEVANCE PROCESS

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

A grievance shall be deemed untimely if it is not initiated within ten (10) business days (Monday – Friday) from the date the associate becomes aware of the incident. The day of the occurrence shall not be counted as part of the ten (10) day period. If the Union makes an information request within the ten-day grievance initiation period, the time to file the grievance will be tolled and the Union will have ten (10) business days after the Company responds to the information request to initiate the grievance.

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 - The Union shall reduce the grievance to writing, on a prescribed form to include date filed, article affected, steward name, aggrieved 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. If no settlement is reached by the end of the second working day, and at the request of either party, the grievance will be referred to:

Step Two - By conference between the Union Representative/Steward, Department/Location Manager 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. If no settlement is reached by the end of the fourth work day, either party may request that the grievance be referred immediately to:

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

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

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

The Local Union President or their designee may be present at any point in the grievance process. A representative from the International Union may be present at any point in the grievance process. The time frames herein may be extended by mutual agreement.

B. SELECTION OF ARBITRATOR AND ARBITRATION PROCEDURE

1. The decision of the arbitrator will be binding upon both parties. All fees incident to the services of the arbitrator shall be shared equally by the Company and the Union.
2. By mutual agreement, the Parties can select other alternatives to the American Arbitration Association.

3. The arbitrator shall set a date for the hearing as promptly as possible after 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 a Grievance Committee consisting of the Chief Steward, the Location Steward and the Local 81408 President or designee.

C. POWER AND AUTHORITY OF THE ARBITRATOR

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

Article 23

Seniority

All functional seniority based on length of service shall be recognized by the Company. Should any difference arise under this Section, it shall be taken up through the grievance procedure under Paragraph 12. In case of layoff, the employee with the least seniority in the Department shall be the first to be laid off. When rehiring, the employee with the most seniority shall be the first to be recalled.

Article 24

Probation Period

The first ninety days (90) days of employment for any employee, who upon hiring has no seniority rights, shall constitute such employee's probation period. During the probation period, the individual may be terminated or written up at the discretion of the Employer with or without cause and such discipline shall not be a basis for a grievance nor shall such actions be subject to the grievance procedure. The Company reserves the right to be able to extend the probationary period for an additional 30 days due to training and/or disciplinary issues. This extension will be a mutual agreement between the company and the union.

Article 25
Discharge Terms

Employees who have completed their probationary period shall only be discharged for proper and sufficient cause, and any dispute with respect thereto shall be taken up in accordance with the grievance procedure under Article 22.. The Union Steward shall be notified in writing of the cause for discharge.

Article 26
Military Hires

The Employer recognized its obligation to rehire and preserve seniority rights of employees in accordance with the provisions of the Selective Service and Training Act of 1940, the Army Reserve and Retired Personnel Service Law of 1940, the Service Extension Act of 1941, the Merchant Marine Re-employment Act, and in accordance with amendments of the same or further Federal Enactment extending said obligations to additional members of the Armed Forces. Seniority accumulates during period of service in the Armed Forces. Any employee hired to replace an employee who has entered the Armed Forces shall be deemed a temporary employee and may be discharged upon the return of the regular employee to work after his/her service in the Armed Forces has been completed.

Article 27
Health Insurance

A. All full-time employees shall be offered a medical insurance benefit under a policy offered by the Company. The Company will continue to provide a health insurance benefit for full-time employees and their dependents. The Company shall pay \$450.00 per month for all employees hired after March 1, 2002-These employees shall be responsible for anything in excess of \$450.00. On the third-year anniversary of this contract, the rate will be increased to \$475.00. At the fourth year of this contract it will be increased to. \$500.00. Any

employee hired prior to March 1, 2002 will continue to receive the benefit amount from the Silver Plan from 2014.

B. The company will provide an annual vision plan for each associate for a Routine Eye Exam – plus - one complete pair of eyeglasses including frames, lenses and coatings up to a retail price of \$600.00 – or - a \$500 allowance towards contact lenses. This benefit may be transferred to an immediate family member at the employee’s choice.

The company will also make available a family discount plan with up to four vouchers per year for each employee that provides a 50% discount off professional service charges and 50% off the retail price for eyeglasses and 20% off the retail price for contact lenses. The family plan cannot be used in combination with any vision insurance or medical insurance plan.

C. Union members will have the opportunity to participate in the union offered, employee paid supplemental insurance, through payroll deduction. Which includes but not limited to, term/whole life, accidental, critical illness, etc. At any time during the term of the contract, the Union and Company can mutually agree to open this subject for further negotiations.

Article 28
401(k) Plan .

The Company agrees for the allowance of the IUE-CWA 401(k) Plan” established for the employees through their Union. The Employer will not be obligated to contribute or match contributions made by the employees.

Article 29
Job Titles and Wages

A.) Six Job Titles: There shall be Six job titles for employees covered by this collective bargaining agreement, namely Receptionist, Optometric Technician, Apprentice

Optician , Licensed Optician , Experienced Optician and Contact Lens Optician. Employees will work in one classification or the other. The parties acknowledge that there is the potential for the creation of a new job title(s). In that event, the parties agree to negotiate as to the title, the placement, and the pay of the new title(s). Optometrists utilized or employed by the Company are not covered by or included in this collective bargaining agreement. Once the Company declares “Billing” to be a permanent PT or FT positions at that time the category and wage will be negotiated.

B.) Wages: The minimum rates per hour are as follows:

BUFFALO REGION Pay Scale	
Position	New Rates
Receptionist	\$17.25
Optometric Technician	\$17.50
Apprentice Optician	\$19.00
Licensed Optician	\$26.00
* Experienced Optician	\$28.00
CL Optician	\$29.00
ROCHESTER REGION Pay Scale	
Position	New Rates
Receptionist	\$17.75
Optometric Technician	\$18.00
Apprentice Optician	\$20.50
Licensed Optician	\$27.00
* Experienced Optician	\$29.00
CL Optician	\$30.00

* An Experienced Optician is an optician that has been licensed for more than 10 years

*If any time the minimum wage increase surpasses the lowest title, all other titles will be increased by the same amount.

The Union and the Company have further agreed:

1. The job title of “Warehouse” will be eliminated. The job title of “Pre-tester” will be replaced with “Optometric Technician”

2. The Optometric Technician position will become a tier-2 position. The Receptionist position will become a tier-1 position.

3. All current Pre-testers become Optometric Technicians at the start of this contract.

C) Miscellaneous:

(i) Nothing stated herein shall prevent the Company from hiring or employing an optician or a receptionist at a rate of pay in excess of the new hire or minimum rates of pay. When this happens, the union will be notified.

(ii) Paid time off/Holiday benefits are as follows:

- o 100% 35-40 hours
- o 80% 30-34 hours
- o 50% 20-29 hours
- o 0 below 20 hours, but are granted 2 weeks of un-paid vacation

(iii) There is a blackout period from 12/15 to 1/2. The company will allow one optician and one receptionist per day off during this time frame.

(iv) When an employee retires or quits during any vacation due to them will be paid out in 40 hour increments.

D. ANNUAL WAGE INCREASES

The Agreement shall be for the period of March 1, 2024 through February 28th, 2028 and wage increases will be (for associates who have completed their probationary period):

Year 1	3.5%
Year 2	2.5%
Year 3	2.5%

Year 4. 2.5%

effective with the first payroll period on or after March 1 of each contract year. Associates will receive the greater of the minimum rate for their level or the annual percentage increase, but not both.

Article 30
Bereavement Leave

A.) When a death occurs in the immediate family of an employee, such employee shall be granted three (3) days leave without loss of pay during his standard work schedule for such absence.

B.) An employee's immediate family shall be considered as: mother, father, spouse, son, daughter, brother, sister, mother-in-law, father-in-law. Sister/brother-in-law, grandmother, grandfather, great grandmother, great grandfather, grandchildren, step-children, step-parents and domestic partners.

C.) Any death, apart from the above mentioned, the employee feels the need to take time off for, they can take up to two (2) PTO days or unpaid if no PTO is left.

Article 31
Miscellaneous

A.) . For full-time Employees, the Company shall grant a thirty (30) minute unpaid lunch break, and a fifteen (15) minute paid break in the last four (4) hours of the shift. Breaks and lunches can be combined. Employees will be required to punch in and out for all breaks. The company will then add the 15 min break to payroll.

B.) The Union Representative shall have the right at all times to visit any of the Employer establishments to conduct Union business.

C.) The Employer will furnish all tools necessary or incidental to the work without

charge to the employees. No employee shall be charged for any damage to material unless willfully done.

D.) The Employer agrees that any employee called to serve for jury duty or for duty in the Reserves of the Armed Forces shall be paid the difference between his/her full pay and what he/she receives for serving on jury duty or in the Reserves.

E.) It is agreed that whenever a vacancy occurs, part-time employees shall be afforded to fill such vacancies on the basis of seniority, before any outside help is hired; only in cases where there are no part-time employees available to fill such vacancies as mentioned hereinabove, then the Employer can fill such vacancy with outside help.

F.) 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. The schedule will be posted in the break room or other visible designated area.

G.) Apprentices Will receive at least 24 hours per week working as an Apprentice Optician in the location(s) for which they are permitted.

H.) TIME CLOCK POLICY. In order to accurately account for time worked and breaks, every associate will be required to punch in and out for all shifts and breaks. Excessive missed punches will result in disciplinary action up to and including termination.

If, for any reason, the employee fails to punch in or out, they must immediately notify their manager of the missed punches in order to correct them

Employees will not be penalized for missed punches because of internet or equipment failure as long as it was reported to the manager at the time of the incident

Article 32
Discipline Policy

An employee will be given a series of warnings as follows:

1. 1st written warning
2. 2nd written warning
3. Final warning
4. Termination

Any notes, incident reports or records regarding performance, insubordination, or policy violations created by a Location Manager will be reviewed with the affected associate in a timely fashion. Any documentation related to the aforementioned disciplinary process will remain in a given associate's human resource file. At the end of a six (6) month period (measured from the date of the most recent occurrence), if there have been no further incidents by the associate, the associate will revert to the prior step in the progressive discipline procedure. All discipline must be issued within twenty (20) calendar days of the occurrence or within twenty (20) calendar days of the Company becoming aware of the occurrence. The parties may agree to a reasonable extension of time based on the circumstances (e.g., involvement of Loss Prevention or associates on vacation, etc.)

Grounds for immediate termination could be theft, violation of HIPAA and harassment.

All of the above subject to the grievance procedure.

Article 33
Attendance Policy

A.) Sick time and any approved PTO time does not count towards this policy. This is a system based on points

1. Tardy/leave early = ½ point
2. Absent (with no sick time) = 1 point
3. Calling off after being denied vacation or Tag Day (prior to or after a previously scheduled day off / holiday) = 3 points

(Doctors note = no points. A Doctors note excuses any absence provided the note is supplied to the manager on the day the Employee returns from the illness.)

* Connected days count as one occurrence

B.)

Each three (3) points triggers discipline as listed in Article 32.

There will be a 5-minute grace period at the start of each shift for all employees. This does not mean that their shifts start 5 minutes later, and only applies at the start of their shift. Abuse of this policy may result in disciplinary action.

Article 34 **Temporary Transfers**

The following store groupings shall serve to classify associates as their home locations. The Home Locations shall be designated as follows:

GROUP 1 Hamburg
Zilliox

GROUP 2 Buffalo Downtown
Genesee

GROUP 3 Tonawanda
Lockport
Williamsville

GROUP 4 West Seneca
Lackawanna

GROUP 5 Greece
Brighton
Fairport
Webster

Temporary transfer rules under this section shall apply to associates transferring outside of their Home Locations (Transfer), under the following terms:

A. Travel expenses from a Transfer will be reimbursed for mileage and tolls for their home residence for the difference of their usual travel and travel outside of their home locations on the same day.

B. Transferred associates will not be scheduled to work on PTO that was previously arranged in their home locations or have their shift for that day altered, unless they voluntarily agree to the change.

C. If more than one Transfer per day occurs outside of the associate's home locations, then time spent traveling to the second or more locations shall be on the clock.

D. No associate will be required to Transfer more than 25 times in one calendar quarter.

*- While the usual practice is to transfer the employee no more than one time per day, nothing prohibits the company from transferring more than once if the business needs arise.

Article 35

Job Posting

A. The Company will communicate all vacancies that it determines are available for full or part-time positions and communicate the vacant positions through an internal electronic communication system that all associates will have access to.

B. The Company will publish a job description for each vacancy, which will include responsibilities, requirements and minimum qualifications of the job being posted, so that any associate can view and decide whether to apply for the position. The Company's electronic communication system will provide a means for the associate to apply for the job if they choose to do so.

C. The vacant job, once posted on the system, will be held open for 5 consecutive calendar days.

D. Any associate that responds affirmatively to the posting will be invited to interview for the vacant job within 10 calendar days once the internal posting has expired (5 days). Said interview may take place via video, phone call or in person, at the discretion of the Company.

E. When both an internal and external candidate post for a position, the company will make every reasonable effort to award the position to the internal candidate, however, nothing prohibits the company from awarding the position to the external candidate.

F. Job postings will be listed by store groupings as per the Article 34 Temporary Transfer section of this contract.

Article 36 Apprentice Program

OVERVIEW

To create an Apprentice Program that outlines benchmarks and timelines as well as rewards and consequences for incompleteness. We also want to leverage our Licensed Opticians' knowledge & expertise to build a program that fosters growth with our Apprentice Opticians to drive the building of our own internal Licensed Optician force.

A. Once an associate has accepted responsibilities as an Apprentice Optician, enrolls in the Approved Career Progression Program (CPP) and applies for a NYS/MA apprentice optician permit, they will progress through the program at a reasonable pace, as follows:

1. Pass the CPP volume 1 test within 6 months of being placed in the Apprentice Optician job, and receive a \$0.25 per hour increase
2. Pass the CPP volume 2 test within 12 months of being placed in the Apprentice Optician job, and receive a \$0.25 per hour increase
3. Pass the CPP volume 3 test within 18 months of being placed in the Apprentice Optician job, and receive a \$0.25 per hour increase
4. Pass the CPP volume 4 test within 24 months of being placed in the Apprentice Optician job, and receive a \$0.25 per hour increase
5. Pass the ABO exam within 30 months of being placed in the Apprentice Optician job and receive a \$1.00 per hour increase

6. Documentation of passing CPP volume tests, ABO exam and licensure must be provided before any increases are processed. An associate may not receive these increases more than once.
 - B. Apprentice opticians who do not complete each step in the program according to the preceding schedule (unless a longer period is required by applicable state law) may be moved to another position or discharged at the discretion of the Company
 - C. Apprentices Opticians who do not receive their licenses after two and one-half (2½) years of employment with the Company, unless a longer period is required by State law, may be discharged or moved to another position by the Company.
 - D. A Licensed Optician who received any reimbursement from the Company for expenses related to becoming licensed or fees directly paid by the Company to an agency for the purpose of the associate becoming licensed under the current policy and voluntarily terminates their position within two (2) years from the date they become licensed must reimburse the Company for all reimbursed or directly paid expenses within thirty (30) days from the date of termination.
 - E. It is agreed that nothing in this collective bargaining agreement in any way shall prevent the Company from granting at its sole discretion an associate, or associates, merit increases. The Company will provide the Union with timely notice of all merit increases
 - F. For existing Apprentice Opticians, they will have the option to either enter into this agreement, move into another available position (if said position exists and it is deemed that they are qualified), or choose to end their employment.
 1. For existing Apprentice Opticians with at least 12 months tenure in role, they would be required to pass the CPP volume 1 test within 30 days.

G. Each Apprentice Optician will be register under a consenting Licensed Optician Sponsor, who will partner with the AO on their CPP progression to foster an environment whereas we are creating our own Licensed Opticians from within the Company.

1. The Sponsor will share in the success of the Apprentice, and will receive a Bonus of \$100 upon passing of each of the first 4 tests, as well as \$200 upon passing of the ABO Test and an additional \$400 upon Licensure.

Article 37

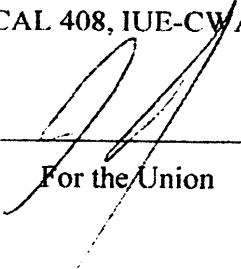
Term

Agreement shall remain in full force and effect for four (4) years from March 1, 2024 through February 28, 2028, and shall thereafter continue for successive periods of one (1) year unless notice of termination, modification or amendment has been given by either party by registered mail at least sixty (60) days but not more than ninety (90) days prior to the anniversary date of this Agreement. Upon receipt of such notice, a conference shall be held within twenty (20) days, but not less than ten (10) days, for the purpose of negotiating an extension, renewal or modification of this Agreement.

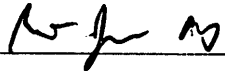
THIS AGREEMENT shall be binding upon the parties hereto, their heirs, successors, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the day and year first above written.

UNITED OPTICAL WORKERS UNION
LOCAL 408, IUE-CWA, AFL-CIO

By:  3/16/24
For the Union

Park-Sher Optical Company
of Buffalo, New York, Inc.

By: 
For the Employer
DR. Rob Joba, OD