

AGREEMENT
BETWEEN DAVIS VISION, INC.
(Customer Relationship and Information Technology Center)

AND

IUE/CWA LOCAL 81408

FOR THE PERIOD OF

OCTOBER 1, 201108

TO

SEPTEMBER 30, 2014

PREAMBLE

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

ARTICLE 1 AGREEMENT

1. This Agreement made and entered into this 1st day of October, 2011~~08~~ by and between the IUE/CWA Local 81408, P.O. Box 511, Geneva, New York, 14456-0511, hereinafter referred to as the "Union", and Davis Vision, Inc. conducting business at Capital Region Health Park, 711 Troy Schenectady Road, Suite 301, Latham, New York 12110-2488, hereinafter referred to as the "Company and/or Employer".

ARTICLE 2 RECOGNITION

1. The Company recognizes the IUE/CWA Local 81408, its designated agents and representatives, its successors and/or assigns as the sole exclusive bargaining agent in all matters pertaining to wages, hours and other conditions of employment for all full-time and specific regular part-time hourly associates in its Latham, New York Customer Relationship and Information Technology Center, Capital Region Health Park, 711 Troy Schenectady Road, Suite 301, Latham, New York 12110-2488, except as excluded below.

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

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

ARTICLE 3
UNION SHOP

1. It shall be a condition of continued employment that all associates of the Company covered by this Agreement who are members of the Union in good standing on October 1, 2011~~08~~ shall remain members in good standing. It shall be a condition of continued employment that all associates covered by this Agreement and hired on or after October 1, 2011~~08~~ shall, upon completion of their probationary period, become and remain members in good standing in the Union.

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

ARTICLE 4
CHECK-OFF

1. The Company agrees to deduct each pay period from the wages of associates, who are members of the Union and who have signed authorization cards in the form annexed to this Agreement the prescribed Union dues and initiation fees levied in accordance with the constitution and by-laws of the Union. The Company shall remit monthly, the amount so deducted to IUE/CWA, AFL-CIO Headquarters in Washington, D.C. and all initiation fees to the IUE/CWA Local 81408, P.O. Box 511, Geneva, New York 14456-0511 or as otherwise designated by the Union.

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

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

ARTICLE 5
SAVINGS CLAUSE

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

ARTICLE 6
NON-DISCRIMINATION

1. The Company and the Union agree not to discriminate against any associate because of race, color, religion, age, sex, marital status, handicap, disability, national origin, sexual orientation, activity protected under the National Labor Relations Act, or citizenship status nor will they limit, segregate or classify associates in such way that would deprive them of employment opportunities based on the aforementioned criteria, including but not limited to recruitment, hiring, compensation, training, apprenticeship, promotion, upgrading, downgrading, transfer, layoff, and termination, and all other conditions of employment.

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

ARTICLE 7
NO STRIKES AND LOCKOUTS

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

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

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

ARTICLE 8
MANAGEMENT RIGHTS

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

2. It is agreed that all rights which are ordinarily vested in and are exercised by the Company, except those expressly relinquished by the terms of this Agreement, are reserved to and shall continue to be vested in the Company, and such rights shall be retained by the Company, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement. The Company may issue reasonable rules, which shall supplement the Company's Associate Handbook to address any issues not expressly covered within the Articles of this

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

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

4. The Company reserves the right to add, expand, contract, locate, relocate, or close facilities as necessary. Any changes, which may impact the number of associates, will be shared with the Union, with as much advance notice as reasonably possible. The Union waives none of its rights under the National Labor Relations Act.

5. The Company has the right to insist on attendance by Union associates for training, to include but not be limited to, integrity, regulatory compliance, and procedures. The Company has the right to require that attendance by the Union associates be documented by the signing of a certificate of completion. If such certificate of completion requires anything other than a signature to verify attendance, a copy of the certificate of completion will be provided to the Union in advance. Additionally, the Company has the right to require associates to remain on premises for the “unworked” balance of any eight (8) hour day, for the purpose of continuing education and training. Based on business needs and at the discretion of the Company, the Company will make a reasonable effort to make business-related training available to associates.

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

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

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

ARTICLE 9
UNION REPRESENTATION

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

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

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

4. The Company agrees to grant permission, as may be necessary, for the Steward or Union representatives to carry out the investigation and processing of grievances. The Union agrees that, to the extent possible, stewards shall conduct discussions with associates about Union business in private, non-work areas.

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

6. The Company shall pay Stewards their regular hourly earnings for time spent processing grievances during their regular work hours.

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

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

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

10. The Company will schedule a thirty (30) minute meeting each month so that the Union can conduct orientation for newly-hired associates.

ARTICLE 10
OUTSIDE WORK

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

ARTICLE 11
UNION LABEL

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

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

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

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

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

ARTICLE 12
BULLETIN BOARDS

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

ARTICLE 13
PROBATIONARY PERIOD

1. For individuals who are initially hired directly as Davis Vision~~all new~~ associates, the first ninety (90) calendar days shall be designated as a probationary period. For individual who are initially hired as temporary employees and then converted to Davis Vision Associates, the first thirty (30) calendar days as Davis Vision associates shall be designated as a probationary period for purposes of this contract. Upon successful completion of the probationary period, an associate will become eligible for regular employment with the Company. The service date of an associate who successfully completes the probationary period shall be calculated from their original date of hire. For all associates, the benefit eligibility period will continue to be ninety (90) calendar days after the date of hire as a Davis Vision associate. Temporary employment does not count toward benefit eligibility. The probationary period may not be extended except by mutual agreement between the Company and the Union.

2. 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.

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

4. The probationary period for part time associates hired on or after October 1, 2005, will be the first one hundred eighty (180) calendar days.

ARTICLE 14
PART-TIME STATUS

1. The Company maintains the right to employ part time associates.
2. A part time status is defined as any associate who works less than forty (40) hours per week.
3. Part time associates whom average thirty (30) hours per week over a six (6) month period, must join the Union and will pay pro-rata Union dues.
4. The above associates will be eligible for paid sick time, vacation time, holiday pay and personal business days according to the following pro-rata schedule:

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

5. Part time associates who work less than thirty (30) hours per week are not eligible for any Company sponsored insurance coverage (medical, life and dental).
6. The use of part time associates will not be used to erode the bargaining unit.

ARTICLE 15
SENIORITY

1. Seniority shall mean the length of continuous service with the Company and represented by Local 81408. If an associate transfers to this bargaining unit, they will maintain their same seniority. Once in this bargaining unit, bidding on job postings will be based on bargaining unit seniority.
2. Seniority shall be deemed broken:
 - a) When an associate voluntarily terminates employment.
 - b) When an associate is discharged for just cause.
 - c) In the event that a layoff extends beyond one (1) year duration.
 - d) When an associate fails to return to work seven (7) days from recall. Recall shall be by registered mail.
 - e) When an associate is absent for more than two (2) consecutive work days and/or fails to call in during these two (2) consecutive work days, except for an emergency situation which makes it impossible for the associate to do so. The associate must speak personally to their supervisor or their designated alternate.
 - f) When an associate resigns from the bargaining unit position for a non-bargaining unit position within the Company, all seniority is lost at the end of sixty-five (65) days.
3. If an associate resigns or is terminated, they will be entitled to any unpaid time worked as well as any unused vacation time only.

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

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

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

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

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

ARTICLE 16 JOB POSTING

1. For purposes of job postings and temporary job assignments, (i) client administration, (ii) customer service, (iii) computer operations, and (iv) data administration shall each be considered separate departments.

2. Where a bargaining vacancy occurs, the Company shall make a determination whether a vacancy posting shall be issued. Should the Company decide to issue a vacancy posting, such notice of the job posting shall be posted on site and electronically for three (3) consecutive work days using the Company's recruitment management system. If an associate wishes to be considered for a job opening, they must submit an electronic bid for the opening to the Human Resource Department during the posting period.

3. Posted positions will be awarded to the most senior associate that meets the minimum qualifications as defined in the responsibility description, and whose attendance, disciplinary history, experience, and past performance are acceptable to the Company. [The Company designates the start date for the associate who is awarded the job bid as defined in paragraph 8.](#) When a part time associate bids for a job posting, their seniority will be based on hours worked. Any paid time off will be treated as time worked, when calculating seniority. The Company will not exercise its judgment in an arbitrary or capricious manner.

4. There shall be a trial period of sixty (60) days, for any associate who changes responsibilities as a result of a job posting. If the associate does not successfully complete the trial period, he/she will be returned to their former job. An associate may choose to return to their former job at any time during this trial period. Any associate not successfully completing the trial period, at either their choosing or the Company's, will be ineligible to respond to future postings for a period of three (3) months for the first unsuccessful posting, six (6) months for the

second unsuccessful posting, and one (1) year for each subsequent unsuccessful posting. The Company will not exercise its judgment in an arbitrary or capricious manner.

5. Should the responsibilities become available again, the Company will consider all remaining bids that were filed initially, provided that such bids were received in a timely manner. Jobs vacated prior to the sixtieth (60th) day of the trial period, shall not be reposted as the Company may look to the remaining bids for consideration, should the Company wish to fill the position.

6. Should an associate's new responsibilities pay a higher rate than the responsibilities previously performed, the associate shall receive the higher rate immediately upon beginning the new position. after completion of a sixty (60) day trial period, or sooner upon Company's designation that the associate has demonstrated that necessary knowledge and skills to perform the job. ~~The trial is time~~ period may be extended by an additional sixty (60) day period by mutual agreement of the Union, and the Company. The Company shall have no more than five (5) business days at the completion of the sixty (60) day initial trial period or at the completion of the sixty (60) day extension trial period to notify the affected associate as to the Company's determination that the associate has or has not demonstrated the necessary knowledge and skills to perform the job. An associate, who withdraws during the trial period or is returned to his/her prior position by the Company during the trial period, will be reduced in pay to his/her prior rate immediately upon returning to his/her prior position.

7. When no qualified associate is available or there are no bids for a posting within six (6) months, the Company may hire new associates from outside of the organization, or may at the Company's sole discretion, choose not to fill the position.

8. Notwithstanding any other terms of this Agreement, the Company may recruit and hire new associates from outside the organization at the same time that it posts vacancies for internal bids. No internal Union associate, who timely bids on a posted vacancy, will be denied a position because of a new hire, except that, based on business needs, the Company may reasonably delay the timing of an associate's move into a posted position to coordinate the staffing of vacancies

ARTICLE 17 LAYOFF

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

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

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

4. An associate laid off in accordance with this section, may bump any associate with less seniority provided they meet the qualifications of the job. Bumping is confined to positions in which the associate is qualified to perform and within the bargaining unit. Before any workforce reductions, layoffs, or reductions in hours, the Company will layoff part-time non-bargaining unit associates or reduce part-time bargaining unit associates prior to full-time associates. Should an associate with greater seniority, bump an associate of lesser seniority in a lower skill level, the senior associate's salary may be adjusted to reflect a change in classification, such adjustment shall be based upon the average wage of the associates within that job classification. Associates who bump to a higher level classification will receive the minimum rate for that level or an increase of fifty cents (\$0.50) per hour, whichever is greater.

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

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

ARTICLE 18
GRIEVANCE AND ARBITRATION

A. GRIEVANCE PROCESS

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

2. A grievance shall be deemed untimely if it is not initiated within ten (10) business days from the date the associate becomes aware of the incident, or, in the case of a written disciplinary warning, within ten (10) business days from the date the associate and the steward become aware of the incident.

3. The following procedures may be initiated by either party, after a good faith investigation of the matter, and shall be applied and relied upon by both parties as the sole and exclusive

means of seeking adjustment and settling any grievance, except as otherwise specifically provided herein:

Step One – By conference between the Union Representative/Steward, the Supervisory/Management Personnel, and a Company designated representative. If no settlement is reached by the end of the second work day, the grievance shall be reduced to writing, on a prescribed form, and at the request of either party, referred to:

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

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

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

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

5. The Local Union President or their designee may be present at any point in the grievance process. A representative from the International Union may be present at Step Three and above if deemed necessary by the Local 408 President. The time frames herein may be extended by mutual agreement.

B. ARBITRATION PROCEDURE

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

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

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

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

C. POWER AND AUTHORITY OF THE ARBITRATOR

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

ARTICLE 19
DISCHARGE OR DISCIPLINE

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

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

First Written Warning: The first time it becomes necessary to address an opportunity for improvement with an associate, there will be a verbal conversation which covers the issue at hand, as well as the expectations for improvement and the time frame in which these expectations should be accomplished. Formal written documentation will be developed on the prescribed warning document and will indicate the time and date of the conversation, parties present, and desired outcomes. Copies of this warning notice will be placed in the associate's file and provided to the associate in question, as well as the Local 408 office. Notwithstanding any of the foregoing, if the associate is unavailable for verbal conversations, the Company may issue a written warning. Written notice will be provided and the progressive disciplinary process will continue.

Second Written Warning: The second time a given opportunity for improvement is discussed with an associate, formal, written documentation of this incident will be once more developed on the prescribed warning document. Copies of this warning notice, will be placed in the associate's file and provided to the associate in question, as well as the Local 408 office. **Notwithstanding** any of the foregoing, if the associate is unavailable for verbal conversations, the Company may issue a written warning. Written notice will be provided and the progressive disciplinary process will continue.

"Final" Warning: The third time it becomes necessary to address a given situation with an associate, formal documentation will once more be placed in the associate's file and provided to both the association and the Local 81408 office. Notwithstanding any of the foregoing, if the **associate** is unavailable for verbal conversations, the Company may issue a written warning. Written notice will be provided and the progressive disciplinary process will continue.

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

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

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

4. Causes for discipline will be categorized as follows:

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

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

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

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

2. **Insubordination/Violation of Company Policy:** All matters related, but not limited to, unacceptable interpersonal encounters as outlined in the Company's *Associate Handbook*, refusal to perform responsibilities as outlined in the responsibility description, unwarranted physical or verbal abuse, sabotage of

productions results, etc., will be classified as insubordination and addressed accordingly. Any modifications to the Company's *Associate Handbook* regarding unacceptable interpersonal encounters will be provided to the Union.

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

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

ARTICLE 20 SAFETY AND HEALTH

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

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

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

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

- Prior to using any equipment or materials, associates must read the instructions or have been properly instructed in the use of the equipment.
- The Union shall encourage common sense and safe, professional behavior.

- As prescribed by OSHA, all associates must wear 'safety eyewear and any other protective devices as needed or directed by the Supervisory/Management Personnel. Associates shall incur the cost of any replacement. Associates not possessing the appropriate eyewear will not be permitted to work.
- Unauthorized repairs to machinery are prohibited.
- Associates must turn off and disconnect machinery from power source, consistent with the training for lock out, tag out procedures, before cleaning, clearing jams, or making authorized equipment repairs.
- Company shall have the right to establish dress code procedures necessary to protect the safety and welfare of all associates. Associates may not wear loose clothing, jewelry, or open-toed shoes, or other items that will cause a safety hazard. Associates must follow the dress code for their particular department as well as the guidelines established in the Company's *Associate Handbook*, which may include regular use of laboratory coats.

ARTICLE 21
WORKING CONDITIONS

1. If an associate is aware of an unsafe working condition, they should report it to their Supervisory/Management Personnel. If there is no response, the steward should bring the matter to the attention of the Chief Operating Officer, at [Suite 301, 711 Troy-Schenectady Road, Latham, NY 12110-2488, 459 Express Street, Plainview, NY, 11803, \(518\) 220-6000/932-9500](#) and the Local 81408 union office at P.O. Box 511, Geneva, NY 14456-0511, (315) 945-0741.

ARTICLE 22
WORK SCHEDULE

1. Work Week. The regular work week shall be Monday through Sunday. The Company retains the right to alter the work schedule to accommodate business needs. Based on business conditions and at the discretion of the Company, every effort will be made to allow for associates to have two (2) days off in a row, during the work week, to include one (1) weekend day, i.e. Friday & Saturday, Saturday & Sunday, or Sunday & Monday.

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

2. Breaks. For full time associates, the Company shall grant a fifteen (15) minute break in the first four (4) hours of the shift, a thirty (30) minute lunch break, and a fifteen (15) minute break in the last four (4) hours of the shift. At no time, shall a break be taken that will interfere with serving a customer. Part time associates shall receive one (1) fifteen (15) minute break for every four (4) hour shift. Associates working thirty (30) hours or more each week shall receive two (2) ten (10) minute breaks during their scheduled shift. Full time associates working from 12:00 noon, until 8:00 pm, [and other later shifts](#) shall receive one (1) fifteen (15) minute break and one-half (1/2) hour paid lunch break.

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

4. Mandatory Overtime. Overtime will be offered on a voluntary, rotating basis starting with the most senior associate(s) so that each associate will be offered overtime before the most senior associate is again offered overtime. If there are not sufficient numbers of volunteers as may be required, the Company may invoke mandatory overtime, in 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.

5. Disruptions to Production. In the event that the Company deems it necessary to close a location due to adverse conditions (weather, system/equipment outages, etc.) prior to the start of the workday, all associates will be paid for the hours they were scheduled to work, up to a maximum of ~~the associate's regularly-scheduled hours for one day~~ ~~eight (8) hours~~ for any period of continuous closure. 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 ~~the associate's regularly-scheduled hours for one day~~ ~~eight (8) hours~~ for any period of continuous closure. ~~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, 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 sick, personal or vacation day to make up the time missed.~~

Those associates who do not report for work, due to inclement weather, when the facility is open, will not be eligible to use a sick, personal or vacation day to make up the time missed, except as authorized by the Company. Should the Company and the Union disagree regarding threatening weather and the use of sick personal and vacation time for absent associates, the question shall be submitted to expedited arbitration under the rules of the AAA.

6. Additionally, all time based incentives which might be in place, will be suspended for the day immediately following an unscheduled closure, in order to enable us to resume normal production levels. All production based incentives, which exist, will still apply.

7. Shift Differentials. Should an associate begin work on or after eleven o'clock in the evening (11:00 PM), that associate shall receive an additional fifty cents (\$0.50) per hour.

8. Shift Schedules. Weekly shift schedules may be established by the Company to cover all hours of operation for the facility governed by the Agreement, including nights and weekends. Weekly shift schedules may also include non-traditional schedules such as compressed work

weeks (i.e. four (4) ten (10) hour days). Failure to work mandatory alternative weekly shift schedules, when required, will be cause for disciplinary action.

ARTICLE 23
VACATIONS

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

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

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

3. Request for vacation must be presented to Supervisory/Management Personnel at least thirty (30) days, but not more than ninety (90) days prior to the date of the beginning of the vacation period. All vacation requests submitted in a seven (7) calendar day period (Monday through Sunday) will be reviewed together and the Company will respond in the following week on or before the next Friday. Upon receiving a request for vacation, the Company must answer the request within ten (10) working days from the date the request is received by the Supervisory/Management Personnel. If no response is provided by Friday, within ten (10) working days, the steward should bring it to the attention of the Human Resource Department. The Human Resource Department will respond within two (2) work days. If two (2) or more associates present a vacation request for the same time period within the seven (7) calendar days period described above of each other, the Company will approve the vacation request from the associate with greater seniority. Nothing shall prevent a vacation request that is not submitted in accordance with this paragraph from being considered by the Company. (The new vacation scheduling procedure set forth in this paragraph will go into effect with all requests submitted on or after January 1, 2012.)

4. *An associate shall have the option of taking the one (1) week pay, or taking an additional week of vacation, subject to the approval of the Company based on demands of the business.

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

6. A request by an associate to use vvacation time may not be used in lieu of or in absence of sick time must be unless approved in advance by Department Support, due to significant,

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

7. Vacation time must be used in blocks of at least four (4) hours at a time.

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

ARTICLE 24
HOLIDAYS/FLOATING HOLIDAYS/PERSONAL DAYS

1. A holiday calendar is attached as Appendix A. Associates shall not work on the following legal holidays and shall be paid for the number of hours they are regularly scheduled to work on the holiday or ½ the number of hours they are regularly scheduled to work on a ½ day holiday, eight (8) hours of pay, or four (4) hours of pay for those holidays listed as ½ day, at their rate of pay for the following holidays, regardless of the day of the week on which they fall:

½ Day, New Years Eve
New Year's Day
Observance of Martin Luther King Jr.'s Birthday*
President's Day*
Good Friday or Yom Kippur (at the associate's option)
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving*
½ Day, Christmas Eve
Christmas Day
Associate's Birthday**

In 2011-2012, the holiday schedule will be modified because Christmas and New Year's Day fall on the weekend. In 2011-12, Friday December 23, Monday December 26 and Friday December 30 will be full day paid holidays. Monday January 2, 2012 will not be a holiday. The facility will be open on December 23 and 30 with abbreviated hours of operation and will be staffed on overtime.

~~2. Associates who regularly work an alternative work schedule (e.g., 10 hours per day, 4 days per week) shall receive pay on a holiday for the number of hours they are regularly scheduled to work on a holiday or ½ the number of hours they are regularly scheduled to work on a ½ day holiday.~~

2. Associates working on any of the above holidays shall receive one and one-half times (1½x) their hourly rate of pay for all hours worked up to their regularly scheduled eight (8) hours. This is in addition to the eight (8) hours of holiday pay.

3. Eligible associates shall receive two (2) personal days, per year. Personal days renew each year on the effective date of this Agreement. Personal days may be used in one (1) hour increments (effective January 1, 2012). Personal days will be approved at the discretion of the Company with at least seven (7) calendar days advance notice. Requests for time off should be submitted in accordance with the vacation request provision found under Article 23 of this Agreement, except that the 30 day minimum request period shall not apply to personal days. For personal day requests that are made between seven (7) and ten (10) days in advance, the Company will expedite its response (with a goal of responding within 2 business days). In the case of an emergency, every reasonable effort will be made to accommodate the associate's request.

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

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

6. In order to receive pay for the above Holidays, the associate must have worked his scheduled shift on the day before and the scheduled day after the Holiday. If an associate is ill and provides a doctor's note to verify the illness, they will be eligible for pay.

7. **If the associate's birthday falls on the associate's day off, management is unable to accommodate the associate's birthday off due to business needs, or the associate chooses to work on his/her birthday, the associate may request another day off during the calendar year. If more than one (1) associate in a location has the same birthday, the day off shall be granted to the associate with the most seniority, provided they wish to have that particular day off. The associate with less seniority may request another day off. If an associate's birthday falls during the associate's probationary period, the associate may only request to take the birthday holiday after the completion of probation and before his/her first anniversary.

ARTICLE 25 SICK PAY

1. Regular full time associates shall be granted a total of ten (10) days sick leave with pay per calendar year. Unused sick leave shall be paid to eligible associates during the second payroll period following the end of the fiscal period for the accrual of sick time (currently that fiscal period runs from the first pay period that includes August 1st to the last pay period that

includes July 31st each year). Associates accrue sick time benefits at the rate of one (1), eight (8) hour day, on the pay period ending date for the pay period that includes the first (1st) of each month, after completing a ninety (90) day probationary period, until the yearly maximum benefit is accrued. The accrual of sick time renews as of the end of the pay period that includes August 1st each year. For associates who work alternative schedules (e.g., 10 hours per day, 4 days per week), they shall accrue sick time at the rate of one day per month based on their regularly scheduled hours, subject to a maximum accrual of 80 hours for the year. For example, an associate who is regularly scheduled to work 10 hours per day, 4 days per week would accrue 10 sick hours per month for 8 months and accrued no sick hours for the last 4 months of the year.

2 (a) All sick time should be reported as soon as possible, but not less than one (1) hour prior to the associates regularly scheduled start time, on the designated sick call-in telephone line to their Supervisory/Management Personnel. Associates are required to call in daily and speak directly to their Supervisory/Management Personnel, or any management designee in their absence (unless a leave of absence has been granted). Leaving a voice mail message for your Department/Location Manager is only acceptable when followed up with a phone call directly with your support by 12:00 noon.

2 (b) By January 1, 2009, the Company will implement a designated call in phone line to replace paragraph 2(a) above.

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

3. In all cases of two (2) or more consecutive (consecutive scheduled days of work) days of absences due to illness, injury, or where a safety or health risk may be present, associates are required to submit a doctor's note to their Manager upon returning to work.

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

4. The Company and the Union agree to operate in compliance with the provisions of the Family Medical Leave Act (FMLA). Associates shall be required to utilize their accrued sick time while on FMLA leave.

1. Employees who call off sick and who have no accrued sick time will be charged with the use of other accrued time (i.e., vacation and personal time). 4. The Company and the Union agree to operate in compliance with the provisions of the Family Medical Leave Act (FMLA). Associates on continuous FMLA shall be charged with the use of sick, and vacation time while on leave, except that up to one week of vacation time may be paid or reserved at the associate's option. Associates on intermittent FMLA shall be charged FMLA leave and accrued sick time in 15 minute increments, and shall only use vacation or personal time (in 15 minute increments) at the option of the associate.

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5. Associates, who do not qualify for FMLA and who call off sick with no accrued sick time, may be subject to discipline, which may include burning will be charged with the use of other accrued time (i.e., vacation and personal time) in 4 hour increments.

65. The Company shall enforce the use of tag days used after vacations, floating holidays, holidays, and personal days. For the purposes of this Agreement, tag days shall mean an unscheduled day off immediately preceding or following a vacation day(s), floating holiday(s), holiday(s), or personal day(s). The Company shall not provide compensation to an Associate for the unscheduled day off or the scheduled day off as set forth in the table below unless the Associate provides written documentation from a doctor that they were unable to work. The Company reserves the right to initiate disciplinary action for repeated abuses of this policy. Notwithstanding the provisions of this section, should the associate not be entitled to any additional sick time (“unscheduled day”), the associate will not be compensated for the unscheduled day in addition to the wages that may be withheld as set forth below.

<u>Unscheduled Day Off</u>	<u>Wages Withheld</u>
Associate takes an unscheduled day off preceding or following a vacation day or vacation days	No compensation for the unscheduled day unless appropriate written documentation is provided.
Associate takes an unscheduled day off preceding or following a holiday or floating holiday.	No compensation for the holiday or floating holiday unless appropriate written documentation is provided
Associate takes an unscheduled day off preceding or following a personal day(s)	No compensation for the personal day(s) unless appropriate written documentation is provided.

ARTICLE 26
JURY DUTY

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

2. Any associate scheduled to work, but who is absent from work due to jury duty or jury examination shall be paid at their at their normal straight time hourly rate for the first three (3) days, or parts thereof. Commencing on the fourth day of jury duty, the associate will be paid the difference between the amount paid by the court and their normal, straight time rate. Such time shall not exceed their regularly scheduled eight (8) hours in any one (1) day, or forty (40) hours in one (1) week or ~~eighty (80) hours ten (10) days~~ each year.

3. An associate selected for jury duty who is on other than the “A” shift will be assigned to the “A” shift for those days on which he is required to serve as a juror.
4. Associates are expected to work all available, reasonable hours outside of those actually required for jury duty or jury examination. This shall include “on-call” time.
5. In order to be eligible for such payment, the associate must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received from the court.

ARTICLE 27
BEREAVEMENT LEAVE

1. An associate who is scheduled to work may be excused from work because of a death in his immediate family. If excused, he shall be paid an allowance for the hours he is regularly scheduled to work Monday through Sunday, ~~not to exceed eight (8) times at~~ his hourly base rate of pay for each day excused, for not more than three (3) days. An associate may use one day of accrued time off for a documented death of an extended family member.
2. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attending the funeral of the deceased member of the family.
3. Immediate family for the purpose of this section is defined as Mother, Father, Spouse, Son, Daughter, Brother, Sister, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandmother, Grandfather, Grandchildren, Spouse’s Grandparents, Step-children, Step-parents, and Domestic Partners as defined under the Company’s medical program.

ARTICLE 28
MEDICAL INSURANCE

1. ~~Effective January 1, 2009, and for the duration of the Agreement, b~~Bargaining unit members shall participate in the HVHC benefit program (which includes medical, dental, vision, short term disability, long term disability and life insurance). ~~or a comparable program, except as modified in this agreement.~~
2. ~~For bargaining unit associates who have completed probation and are benefits-eligible as of the close of business on September 30, 2008, monthly contributions to the benefit plan shall be as follows:~~

	<u>2009</u>	<u>2010</u>	<u>2011</u>
<u>Standard medical</u>	0	0	Associate only—0 All other levels—5% of the monthly premium
<u>Premier medical</u>	0	5% of the monthly premium	15% of the monthly premium
<u>Standard dental</u>	0	0	0

Premier dental	Buy up based on subsidized standard dental premium	Buy up based on subsidized standard dental premium	Buy up based on subsidized standard dental premium
----------------	----------------------------------------------------	----------------------------------------------------	----------------------------------------------------

Beginning January 1, 2012, b

~~3.2.~~ ~~For bargaining unit associates who complete probation and become benefits eligible on or after October 1, 2008, b~~ Benefit contributions for all associates shall be consistent with those contributions required of the Company's non-bargaining unit associates. In ,except that, for 2012 only, there will be no increase in benefit contributions (medical and dental) above the non-bargaining unit rates charged in 2011.

~~4.3.~~ Bargaining unit members who choose not to be covered under Company's medical benefit program at (i) the family level; (ii) the associate plus one level; or (iii) the associate plus child(ren) level shall be authorized for vision benefits for their dependents, at retail locations within the Company's family of businesses, consistent with the vision benefits that are available to dependents under the Company's benefit program. This provision (Article 28, paragraph 3) shall be in effect for 2012 and 2013 only and will expire as of December 31, 2013.

~~5.4.~~ The Company shall have no obligation to provide any medical, dental, and/or optical coverage not specifically set forth herein and bargained for with the Union. Should the Company offer additional medical, dental, and/or optical coverage, it shall not constitute an acceptance of such benefit by the Company as one that must be maintained as set forth in this Agreement. The Company reserves the right to change carriers, benefits, and coverages so long as it maintains a comparable program.

~~6.5.~~ Associates that average thirty (30) hours of work per week, or more, are eligible for medical coverage on the first of the month following ninety (90) days of employment.

ARTICLE 29
LIFE INSURANCE

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

ARTICLE 30
SEVERANCE PAY

1. The Company agrees to pay one (1) week of severance pay for every year of full-time service (up to a maximum of four (4) weeks) to associates who:

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

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

3. Associates with less than four (4) years of full-time service are not eligible for severance. If associates exercise their bumping rights and are successful, they are not entitled to severance pay. If an associate has already received severance pay for unused sick, vacation, or personal days, the associate must repay this pay back by the end of the second (2nd) pay period. Any associate who loses their job for any of the reasons listed in this Article, must notify the Company within five (5) business days from the time they are notified of their layoff, if they intend to use their bumping rights.

ARTICLE 31
401(k) PLANS

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

ARTICLE 32
WAGES

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

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

Year 1	<u>\$1.00/hr. for customer service associates</u> <u>2.75% for all other associates</u>	October 1, 201 <u>08</u>
Year 2	<u>2.75%</u>	October 1, 201 <u>09</u>
Year 3	<u>2.75%</u>	October 1, 201 <u>30</u>

Additional Wage Increase for October 1, 2011: All associates shall receive an additional 50 cent per hour wage increase for October 2011, except associates, who were hired before October 1, 2008 and who currently have HVHC benefit coverage for spouse/domestic partner, children or family, shall receive an additional wage increase equivalent to 70% of the increased benefit cost (see Appendix B for wage increases). In the November 2011 open enrollment period only, if an associate changes his/her medical coverage to include spouse/domestic partner, children or family coverage, the associate shall receive the wage increase set forth in Appendix B (instead of the 50 cent increase).

Associates shall receive the aforementioned percentage wage increases, beginning in the first payroll period following October 1, 20108, October 1, 20109, and October 1, 20130. Probationary associates shall receive the October 1, 2011 increases (totaling \$1.50 in customer service) at the completion of probation.

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There shall be a one time lump sum payment of \$250.00 payable in the first payroll period in January 2013 and January 2014 to all active Union members, ~~as of close of business on September 30, 2008 who are still on the active payroll as of the first payroll period in December 2008.~~

If an associate is approved for a position that is a skill set higher than their current position, they will be given an increase of \$0.50 per hour or be brought up to the minimum starting rate of the new position, whichever is greater.

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

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

Skill Level I Minimum \$87.50
Mail Processor
Member /Provider Service Representative Assistant

Skill Level II Minimum \$98.00

Skill Level III Minimum \$109.00
Senior Mail Processor
Manual Eligibility Data Entry Operator
Imaging Specialist

Skill Level IV Minimum \$110.00
Claim Examiner
Reconciliation Technician
Member Service Representative
Order Entry Service Representative
Fax Order Entry/Data Input Operator

Skill Level V Minimum \$124.00
Billing Specialist
Quality Assurance Representative
Internet Customer Service Representative
Eligibility Technician
Professional Relations Representative
Senior Order Entry Representative
Senior Customer Service Representative

Skill Level VI Minimum \$132.50
Computer Operator

Member Benefits Technician
Senior Eligibility Technician

Skill Level VII Minimum \$~~14~~3.00
Client Documentation Design Specialist

Skill Level VIII Minimum \$15.50
Benefits Management Technician
Production Control Specialist

[Skill level minimum rates will increase by 50 cents per hour as of October 1, 2012 and 25 cents per hour as of October 1, 2013.](#)

Team Based Production/Incentive Parameters:

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

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

Wages and Job Classifications:

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

Within a given department, there may exist one or more Team Supports; a union member who coordinates the daily activities of the team in which they operate. This may include, but is not limited to; participating in meetings with the Department/Location manager and acting as a conduit for communication with the team(s), providing daily counts/reporting for review, coordinating the scheduling (vacation/training) within the team(s) and where necessary, identifying opportunities for improvement to be addressed by the Department/Location Support.

ARTICLE 33
IUE/CWA COPE

1. The Company agrees to deduct and transmit to IUE/CWA COPE each pay period such sums from the wages of associates as they voluntarily authorize on forms provided for that purpose by the Local 81408. These transmittals shall be accompanied by a list of names of those

associates for whom such deductions have been made and the amount deducted for each associate.

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

ARTICLE 34
CONTRACT DURATION

1. This Agreement shall remain in full force and effect for a period of three (3) years commencing October 1, 20~~11~~¹⁰8 and ending September 30, 20~~14~~¹³. The commencement of contracts years of this Agreement are:

First Year	October 1, 20 11 ¹⁰ 8
Second Year	October 1, 20 12 ¹¹ 9
Third Year	October 1, 20 13 ¹² 0

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

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

For Davis Vision, Inc.

For IUE/CWA Local 81408

Appendix A

Holiday Schedule

	2011-2012	2012-13	2013-14
Yom Kipper**	October 7, 2011	Sept. 26, 2012	Sept. 13, 2013
Thanksgiving Day	November 24, 2011	November 22, 2012	November 28, 2013
Day after Thanksgiving*	November 25, 2011	November 23, 2012	November 29, 2013
Christmas Eve Day (1/2day)	December 23, 2011 (full day)	December 24, 2012	December 24, 2013
Christmas	December 26, 2011	December 25, 2012	December 25, 2013
New Year's Eve Day (1/2 day)	December 30, 2011 (full day)	December 31, 2012	December 31, 2013
New Year's Day	January 1, 2012 (unpaid)	January 1, 2013	January 1, 2014
Martin Luther King Jr.'s Birthday*	January 16, 2012	January 21, 2013	January 20, 2014
Presidents' Day*	February 20, 2012	February 18, 2013	February 17, 2014
Good Friday**	April 6, 2012	March 29, 2013	April 18, 2014
Memorial Day	May 28, 2012	May 27, 2013	May 26, 2014
Independence Day	July 4, 2012	July 4, 2013	July 4, 2014
Labor Day	September 3, 2012	September 2, 2013	September 1, 2014

* Floating holiday

** Associates may take one of these two holidays at their option.

Appendix B

Associates hired before October 2008; Medical Coverage -- Other tiers

October 2011 Additional Wage Increase

Premier		Wage Increase
	Spouse	\$0.75
	Children	\$0.60
	Family	\$1.00
Standard		
	Spouse	\$0.65
	Children	\$0.50
	Family	\$0.85

Memo of Understanding

1. The Company and the Union shall work together on educating our associates on their medical benefits, to provide orientation to the benefit plans, education on the benefits available, including in-network opportunities and cost comparisons, and information on the medical claims appeals process. The Company and the Union will work cooperatively on resolving individual associates' concerns (respecting confidentiality) and recognizing that the grievance procedure is the formal, appropriate forum for resolving contract issues.
2. To assist in limiting mandatory overtime, the Company will use reasonable efforts to train and use associates, based on seniority, to assist other departments on a voluntary overtime basis.
3. The Company will continue its seniority-based practice of a quarterly review of shift assignments in the call center. New associates hired during the quarter are assigned as needed and their positions will be added as open positions (on the ask list) in the next quarterly review. The Company will explore system enhancements to improve the process.
4. Review Process for Pay Issues
 - a. Paycheck Issues
 - i. Direct issue/inquiry to Human Resources
 - ii. Response time is 7 business days
 - b. SOE and scorecard appeal process
 - i. Direct issue/inquiry to designated email
 - ii. If issue is raised within one week of pay date, response time will be timely for next monthly incentive payment
 - c. Modify SOE appeal process to incorporate Labor/Management meeting review
 - d. Quality peer review of SOE process and standards
 - i. initial planning session by 1st quarter 2012
 - ii. full review by 3rd quarter 2012
 - e. The Company will explore system enhancements to improve the process.
5. The new vacation scheduling process will be implemented by January 1, 2012. The new Level V Senior Customer Service representative will be implemented by November 1, 2011. [Using personal time in one hour increments will be implemented by January 1, 2012.](#)

Date: ~~October~~ __, 2011

Memorandum of Understanding

6. The parties recognize that non-traditional schedules including four, ten hour days, may be mutually beneficial. The Company is evaluating the feasibility of these schedules. Before the Company implements such a schedule, it will discuss the schedule with the Union. A non-traditional schedule may be introduced on a limited basis (e.g., in a department or in a unit within a department), depending on relevant circumstances.

~~2) The Company will provide all Union associates an accurate accounting of wages and earned time off, with each payroll statement commencing with the first payroll after 1/1/2009.~~

7. Vacation allocation will be based on length of service for full time associates and shall not be pro-rated as a consequence of the use of FMLA. The Company will discontinue the practice of not accruing a sick day when the associate is absent on the first (1st) day of the month.

~~4) The "bank time" program will end. The Company will facilitate and encourage the use of existing "bank time" within six months.~~

~~5) The Company will facilitate the introduction of all new associates to the shop stewards with the purpose of acquainting them with the obligations and rights of Union members.~~

8. The Company shall continue to make reasonable efforts to monitor the air quality and ventilation of the Latham facility.

9. The Company shall provide 72 hours notice of schedule for floating holidays.

~~8) The parties shall meet in the 4th quarter of 2008 to address concerns over the current dress code.~~

10. CWA Local 81408 shall permit the Company to use a "Union Bug" for documents printed in-house by the Company. The Union will provide the Union Bug. The use of the Union Bug is contingent upon the Company's use of bargaining unit associates in all phases of the printing, copying and handling of the printed documents, consistent with the terms of this Agreement. The Company may, in its discretion, decided to have documents printed without the Union Bug in-house counsel or by external vendors based on business needs, and this MOU does not limit its decision-making in this regard.

Davis Vision _____

CWA 81408 _____

Date: ~~_____~~ 9/26/2008