

CONTRACT

**IUE-CWA**

A FORCE FOR  
WORKING FAMILIES  
AFL-CIO

BETWEEN

**UNITED OPTICAL WORKERS  
LOCAL 408, IUE-CWA AFL-CIO, CLC**

AND

**Dr. Beyer Optical Group**

**MARCH 1, 2019 – FEBRUARY 28, 2024**

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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**  
**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. Pre testers 2. Receptionist 3. Warehouse 4. Apprentice Optician 5. Billing 6. Opticians 7. Contact Lens Optician. The term “employee” as used in this Agreement refers to and includes all persons working under these Seven job classifications.

Employees at any/all locations now and future owned, managed/administered or in partnership with Dr. Beyer will automatically be covered six (6) months upon ratification of this contract or six (6) months from the date of acquisition.

**Article 2**  
**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 3**  
**Prohibited Practices**

All strikes, stoppages, slowdowns or lockouts are prohibited during the term of this Agreement.

**Article 4**  
**Union Membership Dues**

A.) All present employees of the Company and those who in the future enter the bargaining unit on the 120<sup>th</sup> 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 90<sup>th</sup> 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 120<sup>th</sup> day following his/her transfer or beginning of employment and maintain his/her membership for the life of this Agreement.

C.) Upon written authorization as required by law, the Employer shall deduct the dues and initiation fees of the members of the Union according to the schedule which the Union agrees to furnish to the Employer, including such assessments as the Union shall levy and give notice thereof, in writing, to the Employer from the wages of the said members of the Union on the first payroll date of each month. The Employer shall remit such dues, initiation fees and

assessments requested to be checked off to the United Optical Workers Union, Local 408, IUE-CWA AFL-CIO, CLC, P.O. Box 3232, Schenectady, NY 12303 within five (5) days thereafter.

**Article 5**  
**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 6**  
**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 employees 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 38-40 hours per week, part time is identified as 29 hours or less per week. Any deviation shall only be done by mutual agreement between the Union and the Company.

**Article 7**  
**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's service	½ week
2.)	One (1) year's service	1 week
3.)	Two (2) year's service	2 weeks
4.)	Five (5) year's service	3 weeks
6.)	Ten (10) year's 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	2 weeks

15 years	2 ½ weeks
30 years	3 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.) Employees may schedule their vacation for the next contract year by January 31<sup>st</sup>. All scheduled vacation will be done by seniority. Vacation will be honored in in 2 phases. The first phase, the company will honor full weeks only. (Monday-Saturday) the second phase will honor individual days (any combination). 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. All additional vacation will be on a first come, first serve basis. All remaining vacation must be approved 120 days prior to the renewal of the vacation period with any open days available. 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.

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

F.) 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.

G.) 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.



H.) 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 is use or lose. Vacation cannot be rolled over. For those opting for a pay-out, the vacation pay will be at the employee's regular pay rate. This payout will be within 6 months of January 31<sup>st</sup>. Employees must decide by January 31<sup>st</sup> if they are having vacation paid out. The payout will be by seniority.

**Article 8**  
**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 <sup>th</sup>	Christmas Day

B.) In addition to the above enumerated holidays, the employees shall be entitled to four (4) floating holidays during each year of the term of this Agreement. 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.

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 receive 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.) Employees who have been laid off or are out sick or on a leave of absence and who have worked some part of the thirty (30) days immediately preceding the holiday or during the pay week of the holiday shall be granted holiday pay.

G.) Should a holiday fall on an employee's day off, he/she shall be granted another day off with pay.

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

I.) Holiday pay will be the following: Full time = 8 hours, 20-29 hours = 4 hours, less than 20 hours = 0 hours paid.

## **Article 9**

### **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 10**  
**Sick Leave**

A.) Employees shall be entitled to take, as needed, up to four (4) days of paid sick leave per each year of this Agreement. Any unused sick leave in any one (1) year period of the term of this Agreement shall be rolled over to a floating holiday to each employee at each anniversary date each year of the term of the Agreement.

B.) In the event that an employee calls in sick and there is no sick time available, other PTO may be used provided the employee supplies a doctor's note.

**Article 11**  
**Inclement Weather**

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.

**Article 12**  
**Grievance Procedure**

Any and all disputes, complaints, controversies, claims or grievances whatsoever between the Employer and his/her employees which cannot be satisfactorily adjusted shall follow a 4 step process. Should these fail to agree, the union has the right to refer to an Arbitrator to be selected by the FMCS whose decision in the matter shall be final and binding upon both parties to this Agreement even though one of the parties shall fail to appear; and such award shall be enforceable in any court of competent jurisdiction. Cost of arbitration shall be borne equally by the parties.

The 4 step grievance process shall be:

Step 1 meeting between the Union steward/employee and management;

Step 2 meeting between the Union steward and management;

Step 3 meeting between the Union President or designee and management;

Step 4 arbitration / at the discretion of the Union.

Any and all grievance and disputes not settled with a fifteen (15) day period shall be submitted to arbitration as provided hereinabove. In the event an alleged grievance is not filed within thirty (30) days of its occurrence, it shall be null and void.

Employees involved in a grievance or dispute shall not lose any pay for any time spent resolving the grievance or disputes, except in cases where an employee has to take time off to attend arbitration proceedings.

### **Article 13**

#### **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 14**

#### **Probation Period**

The first one hundred and twenty (120) 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 employment of the individual may terminate or be written up at the discretion

of the Employer with or without just cause and such discipline shall not be a basis for a grievance nor shall such actions be subject to the grievance procedure.

**Article 15**  
**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 Paragraph 12. The Union Steward shall be notified in writing of the cause for discharge.

**Article 16**  
**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 17**  
**Health Insurance**

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 \$350.00 per month for newly

hired employees after March 1, 2002. Newly hired employees shall be responsible for anything in excess of \$350.00. On the third year anniversary of this contract, the rate will be increased to \$375.00. At the fourth and fifth year of this contract it will be increased to \$400.00. Any employee hired prior to March 1, 2002, the employee will continue to receive the benefit amount from the Silver Plan from 2014.

The Company will provide \$500.00 per contract year towards vision benefits in conjunction with using the “Value Visions” package pricing and discounts. They may also pass those savings on to friends & family.

**Article 18**  
**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 19**  
**Job Titles and Wages**

A.) Six Job Titles: There shall be Six job titles for employees covered by this collective bargaining agreement, namely “Pre-Tester”, “Receptionist”, “Warehouse”, “Apprentice Optician, “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:  
(i) Pretester: \$12.15

- (ii) Receptionist: \$12.35
- (iii) Warehouse: \$12.75
- (iv) Apprentice Optician: \$13.00
- (v) Optician: \$16.00
- (vi) Contact Lens Optician: \$18.50 \* if practicing

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

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.

(ii) All Bargaining Unit employees will receive a \$.35 per hour wage increase each year of this Agreement beginning with March 1, 2019 and every March 1<sup>st</sup> thereafter. An additional \$.25 based upon evaluations is available at the company discretion.

(iii) In the 1<sup>st</sup> year of the contract any employee impacted by the new minimums will receive the new minimum wage increase or the annual increase (whichever is greater) but not both.

(iv) Paid time off benefits are as follows:

- 100% Full Time
- 50% 20-29 hours
- 0 below 20 hours, but are granted 2 weeks of un-paid vacation

(v) 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.

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

**Article 20**  
**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 21**  
**Miscellaneous**

A.) All employees shall be granted a 15-minute rest period in the afternoon.

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.) 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. Steward(s) must contact DM to get coverage.

## **Article 22**

### **Discipline Policy**

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

1. 1<sup>st</sup> written warning
2. 2<sup>nd</sup> written warning
3. Final warning/discussion regarding potential termination.

The three (3) warnings must be within 180 days from the first warning.

Warnings fall off 180 days from the date of the respective warnings.

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

All of the above subject to the grievance procedure.

## **Article 23**

### **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 = ½ point
2. Absent (with no sick time) or leave early = 1 point
3. Calling off after being denied vacation or Tag Day (prior to or after a previously scheduled day off / holiday) = 4 points  
(Doctors note = no points)

Connected days count as one occurrence

B.) Points will be converted to write-ups as follows:

1. 4 points = 1<sup>st</sup> write up

2. 12 points = termination
3. Points reset biannually in accordance with the contract year.

**Article 24**

**Term**

Agreement shall remain in full force and effect for five (5) years from March 1, 2019 through February 28, 2024, 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

VALUE VISION, INC.

By: \_\_\_\_\_  
For the Union

By: \_\_\_\_\_  
For the Employer