



# **Collective Bargaining Agreement**

**National Vision Administrators, LLC**

**and**

**District Council 90  
American Federation of  
State, County and Municipal Employees  
AFL-CIO**

**September 1, 2015 to August 31, 2019**

AGREEMENT entered into this 1<sup>st</sup> day of September, 2015, by and between NATIONAL VISION ADMINISTRATORS, LLC. (NVA), 1200 Route 46 West, Clifton, New Jersey 07013 (hereinafter called the "Employer") and DISTRICTCOUNCIL 90, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO (AFSCME) (hereinafter called the "Union") for and on behalf of itself, its members now employed and hereafter to be employed by the Employer and collectively designated as employees.

**WITNESSETH:**

WHEREAS, the Employer recognizes the Union as the only Union representing its hourly paid clerical, maintenance and technical employees, excluding all casual employees and all professional employees, guards, and supervisors as defined in the Act and agrees to deal collectively on their behalf only with the Union.

WHEREAS, the parties hereto desire to establish a standard of conditions and procedures under which employees shall work for the Employer during the term of this Agreement and to regulate the employment relations between the parties for the purpose of maintaining maximum efficiency and productivity and are desirous of affecting and maintaining harmonious relations between the employees and employer in a safe environment.

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

**ARTICLE 1**  
**COMPLETE SETTLEMENT**

**Section 1.** This contract represents a complete settlement of all issues raised between the parties in collective bargaining negotiations and shall be binding upon the Union, the employees and the Employer.

**Section 2.** The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after the exercising of that right and opportunity are set forth in this Agreement

**Section 3.** No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto, unless such agreement is made and executed in writing by the Employer and the Union.

**ARTICLE 2**  
**UNION RECOGNITION**

**Section 1.** The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all hourly full-time paid clerical, maintenance and technical employees, employed at its NVA, Clifton, New Jersey facility but excluding all casual employees, and all professional employees, guards and supervisors as defined in the National Labor Relations Act.

**Section 2.** The words "regular full-time employee" shall refer only to an employee who regularly and customarily is scheduled to work at least thirty (30) or more hours per week on a year-round basis.

**Section 3.** Employees who work less than thirty (30) hours per week on a regular basis shall not be covered by this Agreement and shall not be entitled to any of the benefits set forth in this Agreement.

**Section 4.** Personnel excluded in Section 1 above shall have the right to perform any and all tasks and shall be required to maintain a high degree of efficiency and productivity.

### **ARTICLE 3** **UNION SECURITY**

**Section 1.** All bargaining unit employees on the active payroll on the effective date of this Agreement shall become members of the Union within ninety (90) days after the effective date of this Agreement, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment. All employees hired thereafter shall become members of the Union no later than the ninetieth (90th) day following the beginning of such employment and shall thereafter maintain their membership in the Union, in good standing as a condition of continued employment.

**Section 2.** For the purposes of this Article, an employee shall be considered a member of the Union, in good standing, if he/she tenders his/her uniformly required periodic dues as a condition of membership.

**Section 3.** An employee who has failed to maintain membership in good standing as required by this Article, shall within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues has not been tendered.

**Section 4.** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of the Union's collection of dues or other activity or requests by the Union.

### **ARTICLE 4** **DUES CHECK-OFF**

**Section 1.** Upon receipt of a written authorization from an employee, the Employer shall, pursuant to such authorization deduct from the wages due said employee each month, starting not earlier than the first pay period following the completion of the employee's first ninety (90) days of employment, and remit to the Union regular monthly dues, fixed by the Union.

**Section 2.** Employees must sign written authorizations for Union dues deductions. Those employees who wish to make payment direct to District Council 90, AFSCME shall notify both the Employer and the Union within thirty (30) days of the revocation of the check-off authorization. All Union dues must be submitted on a monthly basis or be subject to Article III, Section 1.

**Section 3.** The Employer shall be relieved from making such "check-off" deduction upon:

- (a) termination of employment
- (b) transfer to a job other than one covered by the bargaining unit
- (c) layoff from work
- (d) an agreed upon leave of absence
- (e) revocation of the check-off authorization in accordance with its terms or with applicable law

Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences, the Employer shall immediately resume the obligation of making said deductions, except that deductions for terminated employees shall be governed by Paragraph 1 hereof. This provision, however, shall not relieve any employees of the obligation to make the required dues and initiation payment pursuant to the Union constitution in order to remain in good standing.

**Section 4.** Each month, the Employer shall remit to District Council 90, AFSCME, all deductions for dues made from the wages of employees in the bargaining unit for the preceding month, together with a list of all employees in the bargaining unit from whom dues have been deducted.

**Section 5.** The Employer agrees to furnish District Council 90, AFSCME, and the appropriate Local Union each month with the names of newly hired employees in the bargaining unit, their addresses, social security numbers, classifications of work, their dates of hire, the names of terminated employees in the bargaining unit, together with their dates of termination, and the names of employees in the bargaining unit on leave of absence.

**Section, 6.** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or forms of liability that shall arise out of or by reason of the Union's collection of dues or other activity or request by the Union.

#### **ARTICLE 5** **POLITICAL ACTION COMMITTEE DEDUCTIONS**

**Section 1.** The Employer agrees to deduct from the paycheck of employees covered by this Agreement voluntary contribution to the Union's Political Action Committee. The Employer shall make such deductions only in accordance with the written authorization of respective employees which shall specify the amount, frequency and duration of the deductions.

**Section 2.** The Employer shall transmit the monies deducted in accordance with this Article to the Union's Political Action Committee in accordance with the procedures agreed to by the Employer and the Union.

#### **ARTICLE 6** **NO DISCRIMINATION**

**Section 1.** Both the Employer and the Union agree not to discriminate against any employee on the basis of race, creed, color, ancestry, sex, marital status, age, national origin, non-job related handicap or disability, union membership, political affiliation or sexual orientation, or any other classification protected by law.

**Section 2.** The Employer and the Union do not condone sexual harassment of any employee and encourages employees who, after appropriate consideration of all relevant facts, believe that he/she is the object of such conduct, to report such allegations as soon as possible.

**Section 3.** The Union agrees to recognize the Employer's obligations pursuant to federal and state law.

**Section 4.** The use of the words "his" or "her" and other such pronouns in the Agreement shall be construed as a reference to both sexes and shall apply to both genders interchangeable.

**Section 5.** Employees should be treated in a respectful manner which does not embarrass them or demean their dignity.

**ARTICLE 7**  
**UNION VISITATION AND BULLETIN BOARD**

**Section 1.** It is agreed that the Union duties and activities will not be carried out on the Employer's premises during working hours except the duties of administering this contract. The Employer's facilities may be used for Union activities when prescheduled and available.

**Section 2.** The Employer shall allow the Union to supply and maintain a bulletin board for the exclusive use of the Union. Notices on that bulletin board shall be limited to announcements of Union business and shall be printed on Union letterhead. Furthermore, the Union shall not post material detrimental to the labor/management relationship, nor of a political or controversial nature.

**Section 3.** The Union shall notify the Employer of the identity of all Union representatives who shall be administering this Agreement. The Staff Representative of the Union, or a duly authorized representative of the Union, may enter the Employer's premises at reasonable times during working hours to confer with the employees, however, such representative shall first contact the Employer or his designee to make mutually convenient arrangements for the visit.

**Section 4.** Upon arrival at the facility, the Union representative shall report to the Employer's designee. The Union representative shall advise the designee of his visit, the purpose therefore and the individuals with whom he may wish to confer.

**Section 5.** The Union representative shall, during the course of a visit, so conduct himself so as not to cause any interference with the operation of the facility or the work of any employee.

**Section 6.** An employee, grievant or Union representative shall be released from his duty to confer with the Union representative, at a time mutually convenient to the Employer, employee and Union representative. All such meeting shall not be unduly prolonged.

**Section 7.** Employees shall not engage in Union activity or solicitation of any kind while the employee doing the soliciting or the employee being solicited is on working time. Employees are prohibited from distribution literature of any kind in working areas of the Employer's premises at any time, except that the Employer shall provide a shelf underneath the Union Bulletin Board, where the Union representatives may leave literature for employees, who may pick up literature from the shelf. Such literature shall not be detrimental to labor/management relations.

**ARTICLE 8**  
**UNION BUSINESS**

The Union representative is the representative of the Union in the office and amongst his/her duties shall be to participate in the administration of this Agreement as is provided for in Section 1 of this Article. Under no circumstances shall an employee be discriminated against by reason of his/her being a Union representative.

**Section 1.** The four Chair Officers: President, Vice President, Secretary, Treasurer and Stewards selected by the Local Union shall participate in the administration of this Collective Bargaining Agreement. The Local Union shall notify the Employer, in writing, of the names of the Local Union Officers and Stewards.

**Section 2.** The Union shall have the right to investigate and process grievances on the Employer's time upon notification to his/her immediate supervisor and permission is granted. Said permission shall not be unreasonably withheld.

**Section 3.** The Union Representatives have no authority to take strike action, or any other action interfering with the smooth operation of the Employer's business or to encourage any other employee to do so. In the event any Union Representative takes such action, the Union shall be strictly liable and the Employer shall have the right to impose on said Union Representative proper discipline, up to and including immediate discharge.

**Section 4.** Union Officers and Stewards may not communicate with employees, the Union or representatives of the Employer concerning Union business, on working time, without first obtaining the permission of his/her immediate supervisor or other representative of the Employer.

**Section 5.** Union Officers and Stewards may not communicate with the Union office by telephone during his/her working time without first obtaining the permission of his/her immediate supervisor or representative of the Employer.

**Section 6.** The Union office may communicate with the Union Officers and Stewards during working hours by telephoning the Union Officer's or Steward's immediate supervisor or department manager.

## ARTICLE 9 WAGES

**Section 1.** See Addendum "A" and Addendum "B"

## ARTICLE 10 HOURS OF WORK AND PREMIUM RATES

**Section 1.** Eight (8) consecutive hours (broken by regularly scheduled lunch breaks) shall constitute a regular day's work and forty (40) hours shall constitute a regular week's work for a regular full-time hourly employee, but this shall not be construed as a guarantee of hours work in any one day or in any one week. The work week for the purpose of overtime calculation shall consist of seven (7) consecutive twenty-four (24) hour days beginning at 12:01 A.M. Monday.

**Section 2.** The workweek for regular full-time hourly employees shall be the workweek for which they are hired. The Employer may employ alternative workdays and workweeks provided that such alternative schedules are staffed in the following order: (1) volunteers (2) new hires, if required; and (3) by inverse seniority order from among the employees in the affected job classifications. It may be necessary to employ different starting times and alternative shifts will not be changed except upon due notice and after negotiating with the Union.

**Section 3.** All work performed by an employee in excess of forty (40) hours in any workweek shall be paid for at the rate of time and one-half an employee's base hourly rate of pay. Hours missed due to absence resulting from

vacation, personal or sick time shall not be included for the purpose of computing overtime eligibility or pay. Scheduled holidays will be counted as hours worked for the purpose of computing overtime.

**Section 4.** For all hours worked on holiday shifts, an employee shall be paid at the rate of time and one-half (1-1/2) the rate for the job in addition to holiday pay. To receive holiday pay, the employee must have been in an approved compensable status in the work day before and after the holiday.

**Section 5.** When, in the opinion of the Employer, it is necessary to work overtime, such overtime hours will be offered to the most senior employee within the department capable of doing the work. If declined, the next senior employee capable of doing the work will be approached. If the process is exhausted without obtaining the necessary number of persons needed to complete the work to be done, mandatory overtime will be required. Working upwards from the least senior individual capable of doing the work, the necessary number of employees needed to complete the job will be required to work such mandatory overtime. This will be managed on an equalized basis, within classification. Employees who volunteer and who fail to work overtime shall be charged with an unexcused absence from work. Employees who fail to come in on time to work overtime shall be charged with lateness. If overtime is worked with the knowledge of the Employer, the overtime will be paid. Employees will be notified at least three (3) hours in advance of any overtime when possible.

**Section 6.** Employees shall work all time for which they are scheduled. Any employee who fails to work time for which he is scheduled shall be subject to discipline.

**Section 7.** The Employer will accommodate hours of work and overtime schedules for individuals while attending Union business workshops/classes (subject to business needs) or company approved industry workshop/classes. Proof of attendance at classes may be required.

## ARTICLE 11 MANAGEMENT

**Section 1.** Nothing contained in this Agreement shall be construed to limit the Employer's right to exercise the function of management, under which it shall have including but not limited to the exclusive right to employ, supervise and direct the working force; to determine the number and makeup of the workforce; to discipline, suspend or discharge employees for failure to satisfactorily perform the work in accordance with the Employer's standards or for other cause; to transfer or lay-off employees because of lack of work; to require employees to observe the Employer's rules and regulations not inconsistent with the provisions of this Agreement; to determine the extent to which its properties shall be operated or shut down, to discontinue departments in whole or part; to subcontract or transfer any work; to determine the services to be provided, and the methods and schedules of production, including the right to set the means and procedures of the operation; and otherwise to manage or conduct its business, including all the rights and prerogatives it has exercised prior to the execution of this Agreement.

**Section 2.** Anything to the contrary notwithstanding, the Employer shall have the exclusive right to determine and set the staffing requirements. Assignments of bargaining unit employees to respective jobs, locations, shifts or hours as well as the function to be performed during those assignments shall be at the sole discretion and determination of the Employer.

**ARTICLE 12**  
**DISCIPLINE**

**Section 1.** No employee who has passed their probationary period shall be discharged, disciplined, demoted, or suspended without just cause. The Employer shall notify both the Local Union and District Council 90 in writing of any disciplinary action taken involving a regular full-time, hourly employee and the reason therefore within five (5) working days.

**Section 2.** Any temporary, seasonal, part-time, casual, probationary employee or other employee not covered by this Agreement may be discharged or otherwise disciplined by the Employer in its sole discretion. No question concerning the discharge or other discipline of any such employee may be the subject of any grievance or arbitration.

**Section 3.** Uniform rules and regulations, with respect to disciplinary action or office procedures, may be promulgated by the Employer. Notice of the promulgation of any rule or regulation shall be given to the Local Union and District Council 90 at least ten working days prior to its effective date. The Union shall have the right to discuss the provisions of any such rules or regulations with the appropriate management officials. Such rules and regulations, when either posted in a conspicuous place or distributed to employees, shall be binding on the employees. New employees shall be informed of uniform rules and regulations upon their date of hire. Such rules and regulations will not be inconsistent with any of the terms and conditions of this Agreement and will not be used for the purpose of discrimination against the Union or any employee or to avoid any of the provisions of this Agreement or applicable law.

**Section 4.** Any employee shall be subject to discipline up to and including discharge for the following:

- a. Dishonesty (including, but not limited to theft and falsification of records).
- b. Possessing or using intoxicants or drugs on company property or during working hours or reporting to work or being under the influence of above.
- c. Violation of criminal laws while at work.
- d. Disclosure of company information to outside persons.
- e. Refusing to follow specific direction given by a member of leadership (supervisor or higher)
- f. Inappropriate or unprofessional behavior towards our members or clients, including inbound and outbound phone calls.

Any employee shall be subject to progressive disciplinary action for the following:

- a. Substandard work performance.
- b. Lack of ability.
- c. Inefficiency.
- d. Willful neglect.
- e. Conduct inappropriate in a work environment.
- f. Flouting of authority

The steps for progressive disciplinary action include:

1. Counseling
2. Verbal Warning
3. Written Warning
4. One (1) Day Suspension
5. Five (5) Day Suspension
6. Discharge

One or more of the progressive disciplinary steps may be skipped if a proven offense is of an egregious nature.

**Section 5.** At the employee's request, a Union representative must be in attendance at any meeting of the Employer with employees when such meeting could result in disciplinary action and when discipline is issued.

**Section 6.** Disciplinary actions shall not be considered active after twelve months of no further disciplinary incidents.

### ARTICLE 13 GRIEVANCE PROCEDURE

**Section 1.** A grievance is a dispute, claim or complaint involving the interpretation or application of the specific written terms of this contract.

**Section 2.** There shall be no interference with, nor disruption of, work on account of any claims, disputes, difference or grievance that should arise between the Employer and the Union or its members.

If any employee believes they have a justifiable grievance under the terms and conditions of this Agreement, said employee and the shop steward should first attempt to resolve the matter informally with Management. If such attempt is unsuccessful, the employee may proceed with the formal grievance procedure as follows:

**STEP ONE:** The Union (i.e. Local President or Shop Steward), with or without the aggrieved employee, shall present the grievance, in writing, to the Human Resources Department within ten (10) working days of the occurrence giving rise to the dispute, or when the employee knew or by reasonable diligence should have known of the occurrence, The parties shall schedule a Step One meeting, within ten (10) working days after the grievance is received by the Employer's Human Resources Department. At the Step One meeting, the following will be present: Employer representatives, Union representatives, (Union President and a steward if desired), the aggrieved employee (if he desires to attend) and any relevant witnesses, The Vice President of Administration shall attempt to resolve the matter and shall respond in writing within ten (10) working days of the meeting.

**STEP TWO:** If the Employer response to Step One grievance is not satisfactory to the Union, the Union shall present the grievance, in writing, to the General Manager, within the earlier of ten (10) working days of the Employer's Step One response or within twenty (20) working days of the Step One meeting if no response is received. The General Manager (or his designee) shall respond, in writing within twenty (20) working days of the meeting.

**STEP THREE:** If the Employer's response to the Step Two grievance is not satisfactory to the Union, the Union shall notify the Employer of its intent to arbitrate the grievance within the earlier of twenty (20) working days of the General Manager's (or his designee's) response or within forty (40) working days of the Step Two meeting if no response is received.

**Section 3.** Grievance meetings shall be scheduled to take place at a mutually agreeable reasonable time. Working days shall be defined as Monday through Friday. Any agreed upon final settlement of a grievance reached shall be reduced to writing and signed by the Union and the Employer designee.

**Section 4.** The parties shall utilize the New Jersey State Board of Mediation and abide by its rules in choosing the impartial arbitrator in the specific grievance at issue.

**Section 5.** The expense of the arbitrator shall be borne equally by both parties; otherwise, each contracting party shall bear their own expenses.

**Section 6.** The Union or the Employer may take to arbitration any dispute which involves the interpretation or application of the terms of this Agreement that cannot be settled by the procedure above set forth. The party taking the dispute to arbitration shall specify the issue to be arbitrated and the particular clause of the collective bargaining agreement upon it bases its claims,

**Section 7.** The Arbitrator shall not give any decisions which in effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. The Arbitrator shall not have the authority to hear more than one grievance at a time, unless both parties authorize him in writing to do so. The Arbitrator shall not have the authority to award retroactive pay to a date earlier than the date of the grievance.

**Section 8.** It is understood and agreed that a decision of the Arbitrator made in accordance with the requirements hereof shall be final and binding on both parties,

**Section 9.** It is agreed that the use of the Grievance Procedure set forth herein shall be mandatory and shall be regarded as the sole and exclusive machinery for the adjustment of claims or grievances while they are being processed or thereafter,

**Section 10.** All of the time limits contained in this Article may be extended upon mutual agreement. The granting of any extension at any step shall not be deemed to establish a precedent.

#### **ARTICLE 14** **SENIORITY**

**Section 1.** Seniority shall be the length of total continuous service as a regular full-time hourly employee in years and days in the AFSCME bargaining unit since the date of the employee's last hiring.

**Section 2.** All new employees shall be on probation for the first ninety (90) days of employment. During an employee's probationary period, the employee shall not be entitled to any benefits. During such probationary period, the employee may be terminated without recourse to the Grievance Procedure with the exception of any grievance involving Article VI of this Agreement.

**Section 3.** The Employer may transfer employees at its sole discretion provided that such transfer is not a promotion. In the event a vacancy occurs that would result in a promotion, such vacancy shall be posted for a period of seven (7) working days. The vacancy shall be filled by the most senior bidder, provided that the senior bidder meets the qualifications required to perform the work as described in the job posting of the position in question and does not have any active written or suspension disciplinary actions for attendance. The job posting

will include all pertinent information about the position including, but not limited to, pay grade, shift and days off. The Local Union President shall be given a copy of all posted positions within the bargaining unit.

**Layoffs and Recalls:** In cases of layoff, part-time and probationary employees shall be the first to be laid-off. Regular, full-time employees shall be laid-off in inverse order of seniority, beginning with the least-senior, provided that the remaining employees possess the skill and ability to perform the work. Employees recalled shall be on the basis of seniority, provided that the recalled employee possesses the skill and ability to perform the work.

**Section 4.** Seniority in the AFSCME bargaining unit shall terminate: (a) when an employee is discharged for cause; (b) when an employee voluntarily quits his/her employment; (c) at the end of twenty four (24) months after an employee is laid-off for lack of work; (d) when an employee does not return to work on or before the expiration date of any authorized leave of absence; (e) when an employee accepts employment elsewhere while on sick leave of absence, except when the leave of absence is for a position with AFSCME.

**Section 5.** Any employee laid off for lack of work who does not reply to a written notice sent to his or her last known address by registered mail, return receipt requested, notifying him or her to report for work within three (3) days of receipt of such notice, will be considered as having terminated his or her employment.

**Section 6.** Seniority in the AFSCME bargaining unit shall apply in all lay-offs or transfers within job classifications including emergency, breakdowns, absences or unscheduled operations.

**Section 7.** Seniority will be carried over for any transfer to another company owned by the Employer.

**Section 8.** Seniority in the AFSCME bargaining unit in layoff situations will only apply by locations within Benecard Central Fill/PBF. For any layoff situation, all employees will be offered employment at another company owned by the Employer when a vacancy becomes available for which they are qualified.

**Section 9.** Employees who accept promotions to contract covered positions shall have seniority rights to their prior position if the employee does not satisfactorily complete the probationary period. The employee placed into the prior vacant position may be displaced or have their probationary period extended if the employee in the new position does not complete their probationary period or has said probationary period extended.

**Section 10.** The Local Union president and vice president shall be afforded super-seniority with regards to layoffs.

**Section 11.** Human Resources will supply the dates of hire and job classifications to the AFSCME Staff Representative upon request. AFSCME will be responsible for maintaining all other employee personal information.

## ARTICLE 15 HOLIDAYS

**Section 1.** Employees who are in an approved compensable status or work their full scheduled workday before and day after the holidays set forth below, shall receive one (1) day of pay at straight-time provided that the employee has successfully passed their probationary period. The daily rate of pay will be determined by prorating the number of hours worked in an average week (a one (1) year moving average) divided by five (5) for employees regularly working less than forty (40) hours per week.

New Year's Day  
Martin Luther King's Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day Before or Day After Thanksgiving (as elected)  
Christmas Day  
Day Before or Day After Christmas Day (as elected)  
Employee's Birthday (Floating Holiday)

Employee's Birthday is to be used before the next Birthday

When an employee works on one of the above listed contractual holidays, he/she shall be paid time and one-half (1-1/2) plus the holiday pay.

**Section 2.** If any of the above holidays shall fall on an employee's regularly scheduled day off, the employee and Employer shall mutually agree to either designate the closest working day as the holiday or to pay each eligible employee one (1) day of pay at their base hourly rate in addition to their regular earnings. The daily rate of pay will be determined by prorating the number of hours worked in an average week (a one (1) year moving average) divided by five (5) for employees regularly working less than forty (40) hours per week.

**Section 3.** Any contractual holiday falling on Saturday shall be observed on Friday. Any holiday falling on Sunday shall be observed on Monday.

**Section 4.** If a contractual holiday falls during an employee's approved vacation, the employee shall have the option of taking an extra day's vacation with pay or an extra day's pay at his regular straight-time hourly rate.

**Section 5.** Holiday pay shall not be granted to employees who are on any of the contractual leaves of absence.

**Section 6.** An employee should not be denied the use of a vacation or personal day for religious purposes.

## ARTICLE 16 VACATIONS

**Section 1.** Eligibility for vacation shall be as follows: Each employee is provided with ten (10) days of vacation on January 1<sup>st</sup>. Vacation days may be used provided they are approved by the Employer. Vacation time may be approved before the first anniversary year as follows:

After 6 months of employment	2 days
After 10 months of employment	3 days
After 11 months of employment	4 days
After 12 months of employment	10 days

If an employee has used vacation time not yet provided as of their termination date, the time taken by the employee will be deducted from the employee's last paycheck. On the completion of the first, second, third and fourth anniversary date an employee is provided with 10 days of vacation time.

After five years	15 days
After ten years	20 days

Employees with Grandfather Clause only:

After fifteen years	25 days
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The total vacation can be taken at the employee's choice.

When a holiday falls within the employee's vacation, the employee shall have the right to extend his vacation by one (1) day or take the holiday pay.

**Section 2.** Vacations shall be given at the request of the employees, in order of seniority, subject to management's right to maintain efficient operations. Any vacation requested for April 11<sup>th</sup> through December 31<sup>st</sup> must be submitted by April 1<sup>st</sup>. For these requests, the Employer will approve or deny the request in writing within five (5) business days from April 1<sup>st</sup>. Any vacation requests submitted for January 1<sup>st</sup> through April 10<sup>th</sup> must be submitted at least two (2) weeks in advance and will be granted based on seniority and the needs of the business. The Employer's response to vacation requests received after April 11<sup>th</sup> will be provided by the sixth (6<sup>th</sup>) working day after the request is received. In the event of any change, the employee must provide written notice to the Employer two (2) weeks prior to the period of individual vacation.

All approved vacations require the employee to have available Vacation Time to use during the period for which it has been approved. If the employee does not have available vacation time, then the previously approved vacation time will be reversed.

**Section 3.** To accommodate the employee and satisfy the work requirements of the Company, the employee, (*applicable only to employees who have completed one year of service*) has until March 31<sup>st</sup> of the following calendar year to use remaining unused Vacation Time from the prior calendar year. Banked Vacation time if not used by March 31<sup>st</sup> of the following year will be paid to the employee by the Company. The employee will receive payment by April 30<sup>th</sup> of the current year.

**Exception for First Year Employees:**

During an employee's initial year of employment, vacation is pro-rated. Any banked vacation time for the initial year of service may be carried forward beyond March 31<sup>st</sup> of the following year until the proceeding year (March 31<sup>st</sup> deadline) and therefore will not have option of payout until this time.

**Section 4.** In the event an employee quits without giving two (2) weeks written notice, or is discharged, vacation pay shall be forfeited.

**Section 5.** If an employee's vacation is for one (1) week or more, payment for employee's vacation shall be made to the employee on the last work day prior to the beginning of his vacation. The employee must request this in writing to Human Resources, at least two (2) weeks prior to their last day before vacation.

**Section 6.** Employees eligible for two (2) or more weeks' vacation shall not be required to split them.

**Section 7.** In the event that an employee quits and gives two (2) weeks written notice or is laid off for more than ninety (90) calendar days, he shall receive prorated vacation at the rate of 1/12 of vacation allowance for their years of service for each full month worked since the last anniversary of the employee. Pay is due at the time he leaves his position or due at the time of such lay-off.

**Section 8.** In the event an employee entitled to vacation dies, his vacation pay shall be paid to his designated beneficiary and if there is none, it shall be paid to his estate.

**ARTICLE 17**  
**HEALTH LIFE INSURANCE AND OTHER SUCH BENEFITS**

**Section 1.** The Employer agrees to supply medical, hospitalization for the employee only as currently in effect (BasePlan – POS). Eligible employees desiring single coverage under NON-POS medical plan or dependent coverage under any other medical plan will be required to pay ten (10) percent of the total premium amount. For all employees hired after September 1, 2015 the Employee contributions will be a percentage of the premium: Single (15%), two party/children/family (30%). Employees must provide validation that a spouse does not have medical and prescription coverage through another employer to qualify for Employer coverage. Changes will need to be made as necessary to address external factors beyond the Company's control, including, but not limited to premium increases; cost increases; and Cadillac tax avoidance. If premiums increase greater than fifteen percent (15%), the parties will meet and discuss cost-saving measures. The premium rate will be deducted from the employee's paycheck on a bi-weekly basis. Benefits are effective for all regular full-time hourly employees on the first day of the month following sixty (60) calendar days of employment. All employees hired after September 1, 2001 must elect dependent or family health benefits to be eligible for dependent or family prescription or dental benefits.

Each full-time employee will be entitled to a prescription program as follows:

Prescriptions filled in a Retail Pharmacy:

**PRESCRIPTION: Retail**

The greater of \$10.00 or 20% of the Generic Drug Cost  
The greater of \$20.00 or 20% of the Preferred Brand Drug Cost  
The greater of \$30.00 or 20% of the Non-Preferred Brand Drug Cost

**Mail Order**

\$15.00 for a Generic Equivalent Drug  
\$20.00 for a Preferred Brand Name Drug  
\$30.00 for a Non-Preferred Brand Drug

**SPECIALTY MAIL**

Specialty Preferred: The Greater of \$20.00 or 20%  
Specialty Non-Preferred: The Greater of \$30.00 or 30%  
Specialty Generic: The Greater of \$10.00 or 20%

**SPECIALTY RETAIL**

Specialty Preferred: The Greater of \$20.00 or 20%  
Specialty Non-Preferred: The Greater of \$30.00 or 30%  
Specialty Generic: The Greater of \$10.00 or 20%

The maximum out-of-pocket cost will be \$500.00 per claim. The Prescription Coverage has no annual limitations, it is uncapped.

Each full-time employee and eligible dependents will be entitled to a vision service plan through National Vision Administrators (NVA) as follows:

**VISION: Employee and Eligible Dependents**

- Includes examination, tonometry, lenses as medically necessary one in every twelve (12) month period through an NVA panel provider.
- Frames or contacts every two (2) year period.
- The frame allowance shall be \$35.00 wholesale allowance or \$100.00 contact allowance towards retail pricing minus 25%.
- Lasik Discount Program.
- Optivision Discount Plan.

Non-participating provider claims, where reimbursement is made directly to the employee, will be reimbursed according to the scheduled allowances in effect on the effective date of the contract.

**Section 2.** The Employer will provide life insurance for all full-time employees after successful completion of their initial probationary period to the first (1 St) of the following month in the amount of their annual base pay rounded to the nearest \$1,000. Eligible employees will have the option to purchase additional coverage through payroll deductions up to the maximums allowed by the carrier.

**Section 3.** The Employer will provide to all full-time employees with seniority of at least twelve (12) months who participate in the 401K Plan, matched contributions at the following schedule:

- After 1 year of service - Employer will match 50% of employee's 401K contributions up to 4% of annual salary.
- After 5 years of service - Employer will match 50% of employee's 401K contributions up to 5% of annual salary.
- After 10 years of service - Employer will match 50% of employee's 401K Contributions up to 6% of annual salary.

Employer contributions will be cliff-vested after three (3) years of service.

**Section 4.** The Employer will provide for eligible full-time employees, 100% of the premium for individual dental coverage after successful completion of their initial probationary period to the first (1st) of the following month. Eligible employees desiring employee and dependent coverage for eligible dependents will be required to contribute 25% of the total premium amount. The plan shall provide:

Diagnostic and Preventative	100% coverage
Basic Restorative	80%
Oral Surgery	80%
Endodontic	80%
Periodontic	80%
Major Restorative	80%
Orthodontics (children to age 19)	50%

There is a \$1,500.00 lifetime maximum coverage for orthodontic work for eligible children. There will be a \$50.00 annual deductible per covered individual and a \$1,000.00 annual cap for other covered dental benefits.

**Section 5.** Retirees will be eligible to enroll in the Optivision Discount Plan.

**Section 6.** The Employer shall provide long term disability insurance equal to that coverage provided to management to eligible regular full-time hourly employees after successful completion of their initial probation period to the first (1st) of the following month.

**Section 7.** The Level of Employee benefits shall not be reduced during the life of this Agreement.

**ARTICLE 18**  
**NO STRIKE - NO LOCKOUT**

**Section 1.** The Union and each employee covered by this Agreement shall not for any reason including, but not limited to, an unfair labor practice or sympathetic action, directly or indirectly assist, authorize, cause, condone, encourage, induce, finance, permit, sponsor, support, threaten or take part in any picketing, sit-down, stay-in, strike, including sympathy strikes, work stoppage, slowdown of work nor interference with the operation of the Employer's business. The Employer agrees not to engage in a lockout.

**Section 2.** In the event any violation of the previous paragraph occurs, in addition to any remedy or right provided in this Agreement or by law or statute, the Union must immediately publicly disavow the unauthorized action and post notices that such action is unauthorized and order its members to return to work immediately notwithstanding the existence of any picket line. Such actions on the part of the Union must be taken immediately after the occurrence of the strike, sympathy strike, picketing, sit-down, stay-in, work stoppage, slow down, curtailment of work or interference with the operation of the Employer's business. Employees who engage in such activity shall be subject to disciplinary action, including immediate dismissal.

**ARTICLE 19**  
**BEREAVEMENT LEAVE**

**Section 1.** In the event of the death of an employee's spouse, child, parent, grandparent, sibling, legal guardian or legal dependent, mother-in-law, or father-in-law the Employer will grant a leave of three (3) days within five (5) days of the funeral.

**Section 2.** Bereavement leave shall be paid at the regular hourly rate, for hours normally scheduled for the day(s) involved. Regular full-time hourly employees regularly scheduled and working forty (40) hours per week will be paid eight (8) hours at their regular hourly rate. Employees on approved leave of absence, or other extended absence, without pay from work will not be paid bereavement leave.

**Section 3.** The employee shall furnish documentation of the need for bereavement leave, and relationship to the deceased, if requested by the Employer. If the deceased individual is not a resident of the United States, special consideration will be given to the need for documentation and, if required, an extended reasonable period of time to furnish documentation will be granted.

**ARTICLE 20**  
**CIVIL LEAVE**

**Section 1.** Employees call for jury duty or subpoenaed as a witness shall be excused from work for the days on which they serve shall receive for each day of such jury or witness on which they otherwise would have worked,

the difference between their full day's pay at straight time hours and the payment received for jury service. The daily rate of pay will be determined by prorating the number of hours worked in an average week (a one (1) year moving average) divided by five (5) for employees regularly working less than forty (40) hours per week.

- a. The employee shall provide the Employer with at least 72 hours' notice, if practical, of a call to jury duty or subpoena.
- b. The employee shall not be required to report back to work on such jury duty days if the employee is required to be in court four (4) hours or more.
- c. The employee shall present written proof of service and the amount of pay received therefore in order to receive compensation under this Article.

**ARTICLE 21**  
**PERSONAL TIME AND SICK LEAVE**

Personal/sick days may be used prior to the employee's anniversary date, provided the Employer approves them. Personal/sick days may be approved before the first anniversary date as follows:

0 to 2 months	0
3 to 4 months	1 day
5 to 6 months	1 day
7 to 8 months	2 days
9 to 10 months	2 days
11 to 12 months	2 days

Employees with one (1) year or more of service shall be credited with eight (8) days of paid personal/sick time per year. The personal/sick leave will be credited on January 1<sup>st</sup> of each year.

**Section 2.** Personal and/or sick time may be utilized as necessary during the anniversary year. If an employee has used personal and/or sick time not yet earned as of their termination date, the unearned time taken by the employee will be deducted from the employee's last paycheck. Personal and/or sick time may be accumulated for thirty days (60 days for grandfathered employees). There shall be no cash payment for unused personal/sick time.

**Section 3.** Consecutive absences of three (3) or more days will require the employee to produce a physician's certificate approving the employee's return to work. Absences of less than three (3) days, a doctor's excuse may be required where the Employer has reason to believe the employee has been abusing the sick leave benefit.

**Section 4.** The Employer will establish a sick bank to which employees can donate time for catastrophic illness.

**ARTICLE 22**  
**SAFETY**

**Section 1.** The Employer shall make reasonable provisions for the safety and health of its employees during the hours of employment. If, after investigation it is determined that an employee failed to follow an established safety procedure so that such action placed the employee, another employee or the Employer in danger, then the employee shall be subject to disciplinary action.

**Section 2.** The Employer shall comply with all rules, regulations and statutes of any federal, state or municipal agency pertaining to the health and safety of the employees and shall, at its own expense, provide and maintain such standard safeguards and safety appliances as may be required by the said agencies.

**Section 3.** The Employer may require its employees to submit to periodic medical examinations. Such examinations shall be at the Employer's expense.

**Section 4.** The parties hereby agree that any employee found to be in possession of, or having been found to have used any drug or intoxicant on the premises, will be summarily discharged. Said action will be subject to the grievance procedure and binding arbitration.

**Section 5.** A health and safety committee of up to three (3) Union representatives and three (3) management representatives shall be established. The committee will meet when the need arises to address health and safety issues.

### **ARTICLE 23** **LUNCH AND REST PERIODS**

**Section 1.** A lunch period of at least thirty (30) minutes shall be scheduled as close to the middle of the workday as possible. An employee shall not be denied their request for either a thirty (30) minute or sixty (60) minute lunch period. Lunch periods shall not be deemed as time worked. In the event an employee is found during the period, or after, to have been consuming alcohol or using drugs, on or off the Employer's premises, he shall be subject to immediate discharge. Employees are expected to clock in and out for all lunch periods.

**Section 2.** All employees shall be permitted a fifteen (15) minute paid rest period during each one-half work shift. Whenever practical, the employee shall be permitted to take the rest period at the middle of such one-half shift. The Employer shall be able to vary the scheduling of rest periods when the demands of work refuses such variance.

**Section 3.** If an employee works in addition to their scheduled shift, said employee shall be permitted a fifteen (15) minute paid rest period at the beginning and end of their initial three (3) hours of additional work and each four (4) hours of work thereafter.

### **ARTICLE 24** **MILITARY**

**Section 1.** In the event that an employee covered by this Agreement shall be conscripted, called up for active duty for an extended period as a member of the Reserves or National Guard, or volunteers into the Armed Forces of the United States Government, a leave of absence will be granted in accordance with applicable Federal Law. Such employee, when his service is completed, shall apply for re-employment within ninety (90) days and will be returned to his former position by the Employer or a position of like status provided he satisfactorily completed such service and the Employer shall grant such an employee any wage increases or other improvements in working conditions that may have occurred during the absence of said employee.

**Section 2.** Any employee who is a member of the Reserves or National Guard, must give his supervisor notice that he is leaving for such service ninety (90) days in advance and provide a copy of his orders as soon as possible and thereafter shall be permitted to attend active training periods required by such organizations without pay but without loss of seniority.

**Section 3.** At the time of an employee's entry into the Armed Forces, he shall be entitled to and shall receive all vacation, with pay in advance that is due to said employee as of that time, in accordance with the vacation provisions contained in this Agreement.

**ARTICLE 25**  
**LEAVES OF ABSENCE**

**Section 1.** Employees covered by this Agreement shall be granted leaves of absence in accordance with the provisions of the Family/Medical Leave Act ("FMLA") and any applicable state law. Employees who work in New Jersey may also be entitled to time off under New Jersey's Family Leave Act ("NJFLA"). Unless otherwise noted, leave and/or benefits provided for under this Agreement shall run concurrently with, and shall not be in addition to, any leave and/or benefits provided for under the FMLA and/or NJFLA. Eligible employees may also apply for Short Term Disability (STD). Short Term Disability is a monetary benefit (not a leave entitlement) and does not guarantee job restoration.

**Section 2.** Employees wishing to take any leave of absence must have completed at least one (1) year of service, request such leave, and obtain approval in writing on a form provided by the Employer. Leaves of absence shall be without pay. Employees may choose to use available paid time off during a family/medical leave; however, per the Employer's FMLA Policy, all available Sick and Banked Sick Time will automatically be applied as of the first day of the leave. During the period of any unpaid leave of absence, employees shall continue to accrue seniority for all purposes other than entitlement to personal and sick time. The Employer shall continue to provide employees on family/medical leave with their normal benefits for a period of up to 26 weeks, provided such employees continue to pay their portion of the premiums in a timely manner.

**Section 3.** The initial request for family/medical leave and all request for extensions must be accompanied by a signed physician's statement confirming and defining the reason for the request. Before returning to work from a medical leave, employee must submit acceptable written confirmation from a physician of their ability to perform the essential function of the position. Leaves of Absence comply with federal and state regulations.

**Section 4.** A Leave of Absence shall be granted to employees who accept a position with AFSCME.

**ARTICLE 26**  
**MISCELLANEOUS PROVISIONS**

**Section 1.** Employees shall be required to adhere to reasonable dress and appearance regulations promulgated by the Employer and distributed to the employees.

**Section 2.** Payday shall be every other Friday. The Employer shall provide electronic direct deposit with the financial institution of each participating employee's choice.

**Section 3.** An employee shall not punch another employee's time card at any time or for any reason. Any employee engaged in such activity shall be discharged immediately.

**Section 4.** There shall be no personal telephone calls or text messaging made during working hours except in emergency situations.

**Section 5.** Employees may not leave their work areas without notifying a supervisor.

**Section 6.** Employees shall not engage in solicitation of any kind during working hours.

**Section 7.** Employees are required to report changes of address, telephone numbers, names, dependent status, or tax information within seven (7) days of such change to the Human Resources Department.

**Section 8.** When an employee is calling in to report their absence or lateness, it is their obligation to contact their immediate supervisor, department manager or if not available, the Human Resources Department.

**Section 9.** Employees will be allowed to view their personnel files upon reasonable requests.

**Section 10.** The Employer and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties and constitutes the entire Agreement between the parties for the duration of the life of said Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue or thing whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations proceeding the execution of this Agreement.

**Section 11.** An employee's personal time off data and balances will be available through a web-based employee portal. This information is updated with payroll transmission bi-weekly.

**Section 12.** Use of the internet for other than approved business purposes is prohibited.

**Section 13.** Any warnings currently in an employee's personnel file shall not deny them the opportunity for an interview. The nature of the warning may be a factor in obtaining the position.

#### **ARTICLE 27** **SEPARABILITY**

**Section 1.** In the event any term, condition or provision of this Agreement, in whole or in part, is declared by any court of competent jurisdiction to be illegal, void or invalid, all of the other terms, conditions and provision of this Agreement shall remain in full force and effect to the same extent as if that part declared illegal, void or invalid, had never been incorporated in this Agreement, and shall continue to be binding upon the parties hereto.

**Section 2.** In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provision which may have been so declared invalid or void.

#### **ARTICLE 28** **DURATION**

**Section 1.** Unless otherwise set forth herein, this Agreement shall become effective as of September 1, 2015 and shall continue in full force and effect up to and including midnight August 31, 2019.

**Section 2.** If either party desires to renew and/or modify this Agreement said party must notify the other party in writing of its intention to do so on or before the sixtieth (60<sup>th</sup>) day prior to the above expiration date. In the event

the parties fail to reach agreement on the proposed renewal and/or modification by the expiration date hereof, this Agreement shall terminate unless extended in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this \_\_\_\_ day of October, 2015.

**NATIONAL VISION ADMINISTRATORS, LLC.**

By: David Karlin, President \_\_\_\_\_  
Don Schell, Managing Director \_\_\_\_\_  
Collen Radigan-Zarcone, Human Resources Director \_\_\_\_\_

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

By: M. Nichelle Chivis Staff Representative, DC-90 \_\_\_\_\_  
Annette Baker, President, Local 3246 \_\_\_\_\_  
Yusef Mickens, President, Local 982 \_\_\_\_\_

## NATIONAL VISION ADMINISTRATORS, LLC

The following is a list of Company Rules of Conduct. We hope to have the cooperation of all employees in the observance of these rules. Any violation of these rules is considered sufficient cause for disciplinary action, up to and including discharge.

Minor violations will be subject to progressive disciplinary action beginning with counseling, verbal warning, written warning, suspension and discharge.

Major violations will result in immediate discharge. Items 1 through 11 are considered major violations.

1. Deliberate damage to Company property or to the property of other employees.
2. Theft, including hiding, concealing or misappropriation of Company property or the property of another employee.
3. Sleeping on the job.
4. Gambling in any form on Company property.
5. Possessing or using intoxicants or illegal drugs while in the Company or reporting to work under the influence of intoxicants or drugs. (If the use of a prescription drug causes drowsiness or other side effects that impair the employee's safe performance on the job, the employee must show proof of prescription.)
6. Violations of the criminal laws while at work.
7. Willful hampering of production.
8. Fighting on Company property.
9. Refusing to follow specific direction given by a member of leadership (supervisor or higher).
10. Failure to call in when absent for one (1) day will constitute a voluntary quit.
11. Falsification of records (example - punching another employee's timecard).
12. Smoking, eating or drinking in prohibited areas.
13. Horseplay.
14. Concealing defective or improper work.
15. Failure to report a personal injury.
16. Use of abusive or threatening language.
17. Careless waste of materials or misuse of equipment.
18. Carelessness or negligence in carrying out definite orders.
19. Failure to perform assigned work.
20. Loitering in the lavatory facilities.
21. Unauthorized use of Company telephone or other Company facilities.
22. Failure to be at your workstation at the beginning of the scheduled shift or upon returning from lunch.
23. Conduct inappropriate in a work environment.
24. Inappropriate or unprofessional behavior towards our members or clients, including on inbound and outbound phone calls.

Name	GRADE	DOH	HOURLY RATE				
			Current	9/1/2015	9/1/2016	9/1/2017	9/1/2018
				2.5%	2.5%	2.5%	2.5%
<i>Alicea, Leslie J</i>	<i>VI</i>	<i>10/7/2002</i>	<i>\$20.09</i>	<i>\$20.60</i>	<i>\$21.12</i>	<i>\$21.65</i>	<i>\$22.19</i>
<i>Baker, Annette G</i>	<i>VI</i>	<i>10/25/1999</i>	<i>\$20.90</i>	<i>\$21.42</i>	<i>\$21.96</i>	<i>\$22.51</i>	<i>\$23.07</i>
<i>Fitzpatrick, Deborah A</i>	<i>VI</i>	<i>11/10/2003</i>	<i>\$20.07</i>	<i>\$20.57</i>	<i>\$21.08</i>	<i>\$21.61</i>	<i>\$22.15</i>
<i>Garcia, Rosa L</i>	<i>VI</i>	<i>6/21/1999</i>	<i>\$20.89</i>	<i>\$21.41</i>	<i>\$21.95</i>	<i>\$22.50</i>	<i>\$23.06</i>
<i>Halley, Donna</i>	<i>V</i>	<i>1/19/2006</i>	<i>\$18.52</i>	<i>\$18.98</i>	<i>\$19.45</i>	<i>\$19.94</i>	<i>\$20.44</i>
<i>Lora, Luz</i>	<i>VI</i>	<i>10/7/2002</i>	<i>\$20.09</i>	<i>\$20.60</i>	<i>\$21.12</i>	<i>\$21.65</i>	<i>\$22.19</i>
<i>Luna Victoria, Augusto</i>	<i>II</i>	<i>10/7/2002</i>	<i>\$18.28</i>	<i>\$18.74</i>	<i>\$19.21</i>	<i>\$19.69</i>	<i>\$20.18</i>
<i>Patterson, Ernestine</i>	<i>VI</i>	<i>7/14/1997</i>	<i>\$21.33</i>	<i>\$21.86</i>	<i>\$22.41</i>	<i>\$22.97</i>	<i>\$23.54</i>
<i>Porter, Valerie M</i>	<i>VI</i>	<i>10/7/2002</i>	<i>\$20.09</i>	<i>\$20.60</i>	<i>\$21.12</i>	<i>\$21.65</i>	<i>\$22.19</i>
<i>Raval, Pratima V</i>	<i>II</i>	<i>8/4/1997</i>	<i>\$19.39</i>	<i>\$19.87</i>	<i>\$20.37</i>	<i>\$20.88</i>	<i>\$21.40</i>
<i>Smith, Darrell</i>	<i>IV</i>	<i>3/24/1997</i>	<i>\$20.39</i>	<i>\$20.90</i>	<i>\$21.42</i>	<i>\$21.96</i>	<i>\$22.51</i>
<i>Stratford, Sherneka</i>	<i>V</i>	<i>10/15/2007</i>	<i>\$18.25</i>	<i>\$18.71</i>	<i>\$19.18</i>	<i>\$19.66</i>	<i>\$20.15</i>
<i>Yambao, Marife D</i>	<i>VIII</i>	<i>9/18/1992</i>	<i>\$23.47</i>	<i>\$24.06</i>	<i>\$24.66</i>	<i>\$25.28</i>	<i>\$25.91</i>

*2.5% Increase each year*

**CONSTITUTION**  
**FOR**  
**NVA, NDA AND NPP EMPLOYEES**  
**LOCAL 3246**

**ARTICLE I**  
**NAME**

The name of this organization shall be NVA, NDA and NPP Employees Local Number 3246 of the American Federation of State, County and Municipal Employees, AFL-CIO.

**ARTICLE II**  
**AFFILIATIONS**

This local union shall be affiliated with Pennsylvania Public Employees Council Number 13 and Dauphin County Pennsylvania Public Employees District Council 90 of the American Federation of State, County and Municipal Employees; the New Jersey State AFL-CIO; the Essex-West Hudson Labor Council, AFL-CIO and the Passaic County Labor Council, AFL-CIO.

**ARTICLE III**  
**OBJECTIVES**

The objectives of this local union shall be to carry out on a local basis the objectives of the American Federation of State, County and Municipal Employees.

**ARTICLE IV**  
**MEMBERSHIP AND DUES**

Section 1. All clerical, technical and maintenance employees of National Vision Administrators, National Plastics Printing and National Dental Administrators, East Hanover and Totowa, New Jersey are eligible for membership in this local union, subject to the requirements of the Constitution of the International Union.

Section 2. Application for membership shall be made on a standard application form. Unless such form includes a valid authorization for payroll deduction of dues, the application shall be accompanied by the current month's dues.

Section 3. The monthly membership dues of the local shall be \_\_\_\_\_ per member.

Section 4. Membership dues shall be payable monthly in advance to the local secretary-treasurer and in any event shall be paid not later than the 15th day of the month in which they become due. Any member who fails to pay dues by the 15th day of the month in which they become due shall be considered delinquent, and upon failure to pay dues for two successive months shall stand suspended. Provided, however, that any person who is paying dues through a system of regular payroll deduction shall for so long as such person continues to pay through such deduction method, be considered in good standing.

Section 5. A member suspended under the above section may be reinstated to membership in the local on payment of all arrearages or upon payment of a reinstatement fee of \_\_\_\_\_ plus the current month's dues.

## ARTICLE V MEETINGS

Section 1. Regular meetings of this local shall be held once each month, at a time and place to be fixed by the membership or the local executive board.

Section 2. Special meetings may be called by the local president, the local executive board, or by petition filed with the president and signed by \_\_\_\_\_ of the members of the local. Special meetings may also be called by the International President or by an authorized representative of the International President.

Section 3. The quorum for meetings of this local shall be 10% of the membership in good standing.

## ARTICLE VI OFFICERS, NOMINATIONS, AND ELECTIONS

Section 1. The officers of this local shall be a president, a vice-president, a recording secretary, a secretary-treasurer, and three executive board members, and these seven shall constitute the local union executive board. In addition, there shall be elected three members who shall serve as trustees. The trustees shall be elected to three-year terms of office, except that in the initial election, one shall be elected for a one-year term, one for a two-year term, and one for a three-year term. All other officers shall be elected for a term of one year.

Section 2. Nominations shall be made at a regular or special meeting of the local. At least fifteen days' advance notice shall be given the membership prior to the nomination meeting. A nominating committee may be appointed or elected to make nominations, but whether or not such nominating committee is used, nominations shall be permitted from the floor at the nomination meeting. All regular elections shall be held in the month of \_\_\_\_\_.

Section 3. To be eligible for office, a member must be in good standing for one year immediately preceding the election, except in the initial election held in this local; provided, however, that no retired member shall be a candidate for office. For a member who is transferred or promoted into this local from another AFSCME local, this requirement shall be satisfied if such member's combined membership in good standing in both locals is one year at the time of election.

Section 4. Officers shall be elected by secret ballot vote, and the balloting shall be so conducted as to afford to all members a reasonable opportunity to vote. At least fifteen days' advance notice shall be given the membership prior to the holding of the election.

Section 5. All matters concerning nominations and elections in this local union shall be subject to the provisions of Appendix D, entitled Elections Code, of the International Union Constitution.

Section 6. Vacancies in office shall be filled for the remainder of the unexpired term by vote of the executive board.

Section 7. Every officer shall, upon assuming office, subscribe to the Obligation of an Officer contained in Appendix B of the International Union Constitution.

## ARTICLE VII DUTIES OF OFFICERS AND EXECUTIVE BOARD

Section 1. The president shall:

- a. preside at all meetings of the local union and of the executive board.
- b. be a member of all committees except election committees.

- c. countersign all checks drawn against the funds of the local.
- d. appoint all standing committees and all special committees of the local, subject to the approval of the executive board.
- e. report periodically to the membership regarding the progress and standing of the local and regarding the president's official acts.

Section 2. The vice-president shall:

- a. assist the president in the work of the president's office.
- b. in the absence of the president or in the president's inability to serve, preside at all meetings and perform all duties otherwise performed by the president.
- c. upon approval by the local executive board, be authorized to act as co-signer of checks drawn on the local funds in place of either the president or the secretary-treasurer.

Section 3. The recording secretary shall:

- a. keep a record of the proceedings of all membership meetings and of all executive board meetings.
- b. carry on the official correspondence of the local, except as the executive board may direct otherwise.
- c. perform such other duties as the executive board may require.

Section 4. The secretary-treasurer shall:

- a. receive and receipt for all monies of the local union.
- b. deposit all money so received in the name of the local union in a bank or banks selected by the executive board, and money so deposited shall be withdrawn only by check signed by the president and the secretary-treasurer.
- c. prepare and sign checks for such purposes as are required by the constitution or are authorized by the membership or the executive board.
- d. prepare and submit the monthly membership report to the International Union office and see that a check is drawn in payment of the local's per capita tax each month and sent to the International Secretary-Treasurer.
- e. keep an accurate record of receipts and disbursements and shall, once each month, submit to the membership a monthly operating statement of the financial transactions of the local for the previous month.
- f. act as custodian of all properties of the local union.
- g. give a surety bond for an amount to be fixed by the executive board of the local union, at the expense of the local union and through the International Union.
- h. see that any financial reports required by the International Union Constitution to be submitted to the International Union are submitted in accordance with the International Union Constitution.

Section 5. The trustees shall make or cause to be made at least semi-annually an audit of the finances of the local, including the finances concerning any health and welfare, pension, insurance or other benefit programs covering members of such local, and shall report to the membership on the results of such audit.

Section 6. The executive board shall be the governing body of the local union except when meetings of the local union are in session. All matters affecting the policies, aims and means of accomplishing the purposes of the local not specifically provided for in this

constitution or by action of the membership at a regular or special meeting shall be decided by the executive board. The board shall meet at the call of the president or of a majority of the members of the board. A report on all actions taken by the executive board shall be made to the membership at the next following meeting. A majority of the members of the executive board shall be required for a quorum.

#### **ARTICLE VIII MISCELLANEOUS PROVISIONS**

Section 1. This local union shall at all times be subject to the provisions of the constitution of the American Federation of State, County and Municipal Employees.

Section 2. Except to the extent specified in this constitution, no officer of the local union shall have the power to act as agent for or otherwise bind the local union in any way whatsoever. No member or group of members or other person or persons shall have the power to act on behalf of or otherwise bind the local union except to the extent specifically authorized in writing by the president of the local union or by the executive board of the local union.

Section 3. The rules contained in the current edition of Robert's Rules of Order, Newly Revised, shall govern this local union in all cases to which they are applicable and in which they are not inconsistent with this Constitution and special rules of this local union or of the American Federation of State, County and Municipal Employees.

#### **ARTICLE IX AMENDMENTS**

This constitution may be amended, revised, or otherwise changed by a majority vote of the members voting on such proposed change and such change shall take effect only upon written approval of the International President. Proposed amendments to this constitution must be read at a regular or special meeting of the local union and read and voted on at a subsequent meeting of the local union, adequate and proper notice having been given to the membership prior to the date on which the vote is taken. A written copy of the proposed amendment shall be furnished to every eligible voter at the meeting at which the vote is taken.