



Hello Brothers & Sisters, Latham Davis Vision

On 5/18/18 the union and the company met to arbitrate the grievance we filed back in October 2017 to discuss the company's position on the use of the 48-hour rule from the email they sent out also back in October 2017.

The first thing the arbitrator asked us was if either party was willing to mediate our differences. The union of course said yes, but the company said they found no reason to; therefore we proceeded with opening statements.

After opening statements, I was asked to take the stand where I gave testimony and was cross-examined and redirected by both parties council.

After my testimony, the arbitrator asked to speak with the council separately and advised and asked both parties to once again consider mediation. The union once again accepted and the company's council said he would ask and advise his clients.

After the second request by the arbitrator the company agreed to mediation and we began working on an agreement.

I am happy to share that the union got an agreement that we felt was fair and in our opinion a major win for our local.

I know how each person felt after last years contract negotiations and it made this case extremely important to this bargaining unit.

While nothing will ever erase the feelings on this current contract, I hope todays arbitration case will not only help rebuild the moral at work, but to some degree also help rebuild the perception of the company.

While we didn't get everything we wanted, we did feel there was enough being offered that we didn't want to risk it all to an arbitrator 's decision that does not understand the dynamics of our workplace.

I truly hope that this will solve some of your issues at work, and I appreciate the opportunity you all have given me to be the leader of this local.

In Unity  
Jason

The Terms are:

The 48-hour rule will continue to be used as the company outlined back in the October email (which means in order to use it, it must be related to a medical appointment)

In addition

Effective immediately: When associates call in sick regularly, they must do so no less than 1 hour prior to their shift to avoid a warning, however there will be a 5 minute grace period when doing so. (Example shift starts at 7:00 and you call at 6:02) this will now only result in occurrence and not a violation of the call out procedures.

Effective immediately: the process will continue that when an associate is tardy/leaves early, they will receive a  $\frac{1}{2}$  occurrence, however so long as they work more than half their shift, if there is any additional infractions throughout the day, the additional infractions will only be  $\frac{1}{4}$  occurrence. (Example you were late in the am by 6 minutes and then you were late from lunch 6 minutes but still worked the rest of your shift , you would have  $\frac{3}{4}$  occurrence for that day)

Effective July 1<sup>st</sup>: Each associate may use up to 24 hours of their personal time at his or her discretion and the company **shall** approve the time off with the following stipulations.

It cannot be used to get out of a volunteer/Mandated weekend shift.

It cannot be used with a tag day.

It cannot be used Dec 30th-Feb 1<sup>st</sup>.

The latest to submit time for guaranteed approval of personal time is 5pm Tuesday the week prior to the time you need to use it by. (Example I want next Friday off I need to submit by this Tuesday at 5pm.)