

COLLECTIVE BARGAINING AGREEMENT

GREAT LAKES BLOOD SERVICES REGION
AMERICAN RED CROSS

AND

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION

LOCAL 459, AFL-CIO

LABORATORY, CLERICAL, DISTRIBUTION

EFFECTIVE MARCH 31, 2004 TO MARCH 30,
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PREFACE

This AGREEMENT, made and entered into March 31, 2004 between the Great Lakes Regional Blood Services, American Red Cross of Michigan, hereinafter named the "Employer" and Office and Professional Employees International Union, Local 459, AFL-CIO, hereinafter named the "Union".

The Employer, and the Office and Professional Employees International Union, Local 459, recognize their respective responsibilities under federal, state and local laws relating to fair employment practices.

NOW, THEREFORE, be it mutually agreed to as follows:

ARTICLE 1

RECOGNITION

Section 1. The Employer agrees to recognize the Union as the sole collective bargaining agent for all full-time and regular part-time and per diem Laboratory, Clerical and Distribution employees at the Great Lakes Region; exclusive of Managerial Employees, Scheduling Coordinator, Booking Coordinator, Technical Writer, Administrative Secretaries, Compliance Specialists, Work-Study Employees, Professional Employees, Confidential Employees, Donor Recruitment Representative and Supervisors as defined by the National Labor Relations Act.

ARTICLE 2

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Union agrees that the Employer has and retains the sole and exclusive right to take any and all action as it may deem proper with respect to the management of this business and the direction of its affairs and working forces, including but not limited to, the following rights: The right to plan, direct and control its operations; to hire, assign, recall, transfer and promote employees, and to maintain efficiency of employees; to reprimand, discipline and discharge employees for just cause; to lay off employees for lack of work or for other monetary reasons; to determine the hours and scheduling for work; to maintain order and efficiency; the right to study and introduce new or improved work methods or facilities; to automate work and work methods as it deems best; to determine the qualifications of its employees and the work standards except as these rights are otherwise limited in this Agreement.

Section 2. The right of the Employer to make reasonable rules and regulations within the framework of the rules and regulations established in conjunction with this Agreement is recognized by the Union provided the same are not inconsistent with the provisions of this Agreement. The Employer shall meet and discuss any proposed rules and regulations with a representative of the Union, which are not technical in nature at least two weeks in advance of implementation of the rule. The rule shall not be implemented prior to this. The reasonableness of rules shall be subject to the grievance procedure.

ARTICLE 3

UNION SECURITY

Section 1. The Employer agrees that all employees covered under this Agreement shall as a condition of employment become and remain members of the Union. Employees currently in the probationary period shall become and remain members of the Union upon completion of the probationary period.

Section 2. The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall become and remain members of the Union upon completion of the probationary period.

ARTICLE 4

MAINTENANCE OF STANDARDS

Section 1. No clause in this Agreement shall be understood to imply any lowering of the working conditions heretofore existing. No bargaining unit members shall, as a result of the execution of this Agreement, suffer the loss or reduction of any standards now being enjoyed by them, unless specifically modified by this Agreement.

Section 2. All bargaining unit members shall maintain their present status and shall not be demoted in any manner as a result of the language of this agreement.

ARTICLE 5

NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate because of race, religion, color, age, sex, sexual orientation, marital status, height, weight or national origin.

Section 2. The Employer agrees that they will not discriminate against an employee because of activity as a member of the Union.

Section 3. The use of the male gender in this Agreement shall include the female and vice versa.

ARTICLE 6

BARGAINING UNIT VACANCIES AND PROMOTIONS

Section 1. When filling a vacancy, preference shall be given to any seniority employee who has applied for a lateral transfer. A lateral transfer is defined as moving within the same classification. If more than one (1) employee has applied for a lateral transfer, the employee with the highest classification seniority shall be granted the transfer.

The filling of other vacancies and promotions within the bargaining unit shall be based upon departmental seniority first, then bargaining unit seniority, among those who have applied. However, the employee may be determined to be ineligible for the vacant position if they do not possess the minimum qualifications, skills, ability and competencies (if required) to perform the work. Further, an employee may be determined to be ineligible if he/she has two (2) or more active disciplines on file or discipline at a written level or higher.

Departments shall be defined as Lab, Clerical and Distribution.

Section 2. All such vacancies and promotions shall be posted outside of the Human Resources Office and on a designated bulletin board within the Lansing Laboratory, Distribution and Clerical work sites and all sub-sites for seven (7) consecutive days. Vacancies in the lab or distribution that result in lateral transfers of the most senior employee as a result of shift changes are exempt from the posting requirement. A list of all current vacancies may be accessed by telephone at 1-800-968-4283, ext. 424 or by accessing the Region's intranet site.

Section 3. All employees bidding for a vacancy or promotion shall file their bid in writing by completing the current Internal Application Form and returning it to the Human Resources Office prior to the close of the posting period. An employee may file a bid prior to the start of any posting period.

Section 4. If no bargaining unit member meeting the criteria specified in Section 1 bids on a vacancy or promotion it may be filled from outside the bargaining unit.

Section 5. Any employee transferred or promoted to another position shall have a trial period not to exceed six (6) months in which to choose to return to their previous position. Failure to perform the duties of the new position satisfactorily, within this six (6) month period, will result in the employee being returned to the previous position without loss of seniority or salary equal to what he/she received prior to transfer or promotion.

Section 6. Any employee who has successfully bid on another position in the bargaining unit within the last six (6) months will be excluded from consideration for another vacancy or promotion. Probationary employees may not bid on open positions until they have achieved seniority status.

ARTICLE 7

BARGAINING UNIT WORK

Section 1.

a. Laboratory. No American Red Cross employee outside of the bargaining unit shall perform any of the duties regularly and customarily performed by employees covered by this Agreement, except when necessary in order to instruct or train other employees or in emergencies in order to maintain proper service to the community. The Laboratory Managers and Supervisors may perform work customarily assigned to employees covered by this Agreement when bargaining unit employees are not deprived of work or overtime.

b. Clerical/Hospital Services No American Red Cross employee outside the bargaining unit shall perform any of the duties regularly and customarily performed by employees covered by this Agreement, except when necessary in order to instruct or train other employees, in case of employee absence or in emergencies in order to maintain proper service to the community. Management staff, non-union personnel and volunteers may perform work customarily assigned to the employees covered by this Agreement when bargaining unit employees are not available and bargaining unit employees are not deprived of work or overtime.

ARTICLE 8

SUBCONTRACTING

Section 1. The Employer shall not subcontract work customarily performed by employees of the bargaining unit covered by this Agreement except in cases involving lack of qualified personnel or when it is of financial necessity to the American Red Cross. Further, no subcontracting will take place for the purposes of avoiding offering overtime.

Section 2. When the circumstances outlined in Section 1 arise, the Employer shall meet with the Union to discuss the proposed sub-contracting. Should the Union disagree with the proposed action it shall retain the right to grieve the action.

Section 3. If, during the life of this contract, the National American Red Cross mandates laboratory testing or any other function be performed at a National American Red Cross Regional Testing Lab or another Red Cross location and if the Employer is not given an option, the Union shall not consider the moving of such testing or function a violation of this Article.

ARTICLE 9

CHECK OFF OF DUES

Section 1. The Employer agrees to deduct semi-monthly from the wages of all full-time, part-time and per diem employees who are members of the Union all uniformly assessed membership dues and initiation fees (provided it is not contrary to law) as provided in a written authorization. This authorization will be initiated by the Employer at the time of hire.

Section 2. Any change in the rate of dues and/or initiation fees levied by the Union shall be put into effect in the deductions made by the Employer within thirty (30) days following the day the Employer receives written notice for the change from the Union.

Section 3. It is understood and agreed that the provisions of this Article shall be subject to the requirements of applicable law. The Union agrees to indemnify and save the Employer harmless from any and all claims, suits, judgments, attachments and from any other form of liability arising out of or resulting from any deduction from wages made in accordance with this Article.

ARTICLE 10

WORK SCHEDULE

Section 1. The normal workweek shall consist of thirty-seven and one-half (37 ½) hours per week. No full-time bargaining unit employee shall be assigned to work in increments of less than four (4) hours. Part time and per diem bargaining unit employees will not normally be scheduled to work less than four (4) hour increments except by mutual written agreement of employer and employee. Hours remaining after scheduled employee meetings are required to be worked during the employee's regular scheduled shift for that day.

Section 2.

- a. Lunch:** Employees who work seven and one-half (7.5) hours or more in a shift shall be given a one (1) hour unpaid lunch period unless otherwise scheduled and agreed to by the Employer and Employee. An employee who works a back-to-back shift shall be entitled to breaks and lunch periods for each shift. Distribution Employees on single-staffed shifts for any reason will be paid for their lunch period and may eat in their break room and shall receive a one dollar (\$1.00) per hour shift differential for the day.
- b. Hospital Couriers:** \$9.00 per day meal voucher shall be paid to Hospital Services Couriers for days during which Courier duties are actually performed.

Section 3.

- a.** Employees scheduled to work seven and one-half (7.5) hours or more shall receive two (2) paid fifteen (15) minute rest periods. Employees scheduled to work five (5) or more hours but less than seven and one-half (7.5) shall receive a thirty (30) minute paid rest period. Employees scheduled to work less than five (5) hours will be given one (1) fifteen (15) minute break. Unless approved by a supervisor, breaks shall not be taken during the first and/or last thirty (30) minutes of a shift or combined with lunch breaks.
- b.** Distribution employees who are not working alone must take their break away from the work area. Distribution employees working single-staffed shifts shall take their breaks in the break room as time permits.

Section 4.

- a. Overtime Premiums.** Time and one-half (1 ½) shall be paid for all hours in excess of thirty-seven and one-half (37 ½) per week in accordance with Section 4d.
- b. Weekend Premiums.** Time and one-half (1 ½) shall be paid to all employees for any hours worked on Saturdays and Sundays, except for bargaining unit employees regularly scheduled to work on these days. For purposes of this Section, regularly scheduled to work shall mean the posting for the position includes reference to weekend work and the employee is scheduled to work every or every other weekend. An employee not regularly scheduled to work weekends who voluntarily

trades shifts with an employee regularly scheduled to work weekends shall not receive the weekend premium for that shift.

c. Holiday Premiums. Full-time and part-time employees shall be paid at their base rate of pay for each observed holiday. Double time (2X) shall be paid to all Bargaining Unit employees for all hours worked on a paid holiday, and after 5:00 p.m. on Christmas Eve (Dec. 24) and New Years Eve (Dec. 31).

d. Computing Premium Pay. Premium pay shall be based upon an employee's base salary only. Only work time and paid leave time shall be considered for the purpose of computing premium pay. For the purpose of computing overtime pay, the workweek shall begin at 12:01 a.m. Monday and end at midnight Sunday.

e. No Pyramiding of Premium Pay. There shall be no pyramiding of premium pay. When two (2) or more types of premium pay are applicable to the same hours of work, the higher rate of compensation only shall apply.

f. Rescheduled hours. With prior written approval of the supervisor, for scheduled overtime work an employee may elect to leave early or report late not to exceed two (2) hours per week.

Section 5. Shift Differential.

<u>Lab, Distribution and other non-Clerical</u>					<u>Clerical</u>				
	<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>	<u>Yr. 4</u>		<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>	<u>Yr. 4</u>
0700-1600	\$0.00	\$0.00	\$0.00	\$0.00	0800-1800	\$0.00	\$0.00	\$0.00	\$0.00
1600-2300	\$1.25	\$1.30	\$1.35	\$1.40	1800-2300	\$1.25	\$1.30	\$1.35	\$1.40
2300-0700	\$1.60	\$1.65	\$1.70	\$1.75	2300-0800	\$1.60	\$1.65	\$1.70	\$1.75

Weekend Differential: Employees shall receive a weekend differential of \$5.00 per Saturday and/or Sunday for hours worked between 7:00 a.m. Saturday and 7:00 a.m. Monday if at least four (4) hours are actually worked on Saturday and/or Sunday.

Section 6. Call Back Pay.

a. An employee who is called back to work after completing his/her last shift but before his/her next scheduled shift shall be guaranteed the greater of four (4) hours at time and one-half (1 ½) or the hours actually worked at time and one-half (1 ½). Employees called in early for his/her shift shall be paid time and one-half (1 ½) for all hours prior to her/his regular start time.

b. In Lansing, if an employee is called back for work that requires less than four (4) hours, the employee may opt to get paid for the hours actually worked or choose to stay the full four (4) hours and be assigned other tasks.

c. The provisions in Section 6b shall not apply to employees on-call or those working scheduled overtime.

Section 7.

Clerical. The normal workday is 8:30 a.m. to 5:00 p.m. The workday may begin between the hours of 7:00 a.m. and 10:00 a.m., and end between the hours of 3:30 p.m. and 6:30 p.m. The work schedule for full-time and part-time employees will be determined by the department supervisor. The normal workweek is Monday through Friday. Any other full-time shifts commencing outside of these hours shall be defined as special duty shifts and will be filled on a seniority preference, per classification, per location.

Any clerical employee may request a flex schedule. Such employee shall submit a written request to their supervisor listing the starting time and quitting time according to the proposed flex schedule. The supervisor shall respond to the request within two (2) weeks from the date of the request. Such requests shall be approved or disapproved at the supervisor's discretion.

Section 8. Extra Hours/Temporary Vacancies.

a. Should it become necessary to give extra hours or fill a temporary vacancy on any shift, the hours will be offered according to departmental seniority rotation to any employee willing to work them. If more than one (1) person is willing to work, the extra hours/temporary vacancy shall be rotated starting with the high senior. Declining an offer shall be treated the same as working for rotating purposes. If an employee is unavailable to be offered the hours, the employee shall be skipped over but shall retain her/his place for the next offer. An employee may decline to be offered certain shifts or times (i.e., not interested in third (3rd) shift hours). Mandatory assignment may be made of qualified employees according to lowest seniority for periods not to exceed two (2) weeks for any given employee. In emergency situations on single-staffed shifts, supervisors may perform bargaining unit work until relieved by bargaining unit staff in accordance with the above procedure. Nothing herein requires the employer to fill vacant shifts.

b. At the Muskegon center, when extra hours or open shifts occur, they will be filled on a seniority basis. High seniority will have first choice. If no one agrees to work, it will be assigned to the lowest seniority employee available. In the event that a higher seniority employee chooses to fill hours on a shift other than their regularly scheduled shift, then that employee's shift will be filled using the same seniority basis as above, not to exceed two (2) weeks for any given employee. In addition, no employee shall be required, but may agree, to work the second week off in a rolling four (4) week period.

Section 9. Scheduling.

The Employer shall make available to all employees a schedule of future work assignments and hours at least two (2) weeks in advance by means of a posted schedule. The Employer retains the right to alter the schedule based on unforeseen scheduling or staffing needs; however, the employer agrees that affected employees and the Union will be apprised of the pending operational changes and given an opportunity to provide input in a forum of open discussion. Employees shall receive at least a twenty-one (21) calendar day notice of permanent shift changes unless a shorter time is mutually agreed upon by the employee and the Employer.

Employees shall be scheduled a minimum of ten (10) hours off following the end of the workday and the beginning of the next shift. This is a scheduling requirement only and shall not be used to relieve employees of their duty to work overtime.

Absent circumstances beyond the Employer's control, employees required to work overtime shall be notified at least three (3) hours prior to the end of their regular shift. An employee shall not be required to work more than four (4) hours overtime after the end of his/her regular shift unless the employee's replacement has failed to report, in which case an employee shall not be required to work more than seven and one-half (7.5) hours overtime. If the supervisor is unable to find replacement, a supervisor will be allowed to perform bargaining unit work until relieved by bargaining unit staff.

Section 10. Working Out of Classification. An employee who is temporarily assigned to work in a higher paying Union classification shall be compensated at the rate for that classification commensurate with her/his seniority. The assignment in the higher paying positions is not to be used in lieu of a permanent position.

Section 11. Training Pay. Employees assigned to train shall be paid \$1.00 an hour for each trainee.

Section 12. Employees assigned to act as a lead worker when there is no supervisor present shall be paid at an additional \$2.50 an hour. Nothing herein requires the Employer to assign a lead worker.

Section 13. Working at Other Sites If qualifications and availability are equal, assignments of the Employer at other sites shall be distributed in accordance with Section 8 above. Employees shall be paid mileage and lodging, if necessary.

ARTICLE 11

CALL PAY AND POLICIES

Section 1. Reference Service Call. A minimum of five (5) employees will share reference services call responsibilities.

Section 2. Component Laboratory Call. All currently qualified Tech Assistant I staff and all Tech Assistant II staff who regularly work in Components shall rotate through Component laboratory on-call.

Section 3. Compensation for being On-Call. An employee on call shall receive \$1.75 per hour for component call and \$2.25 per hour for Sub-site Distribution and Reference call. As of 3-31-2007, on call rates increase to \$1.85 per hour for component call and \$2.35 per hour for Reference call.

Section 4. Compensation for Calls. Actual time worked except holidays, shall be at time and one-half (1 ½) times her/his regular base hourly rate of pay. Time worked on holidays will be paid at double the employee's base hourly wage. For each trip to the Center, the employee shall receive one (1) hour at one and one-half (1 ½) times her/his regular base hourly rate of pay. Provided, however, time and one-half will only be paid for hours required to perform the assignment for which the employee was called in. Time spent responding on the telephone shall be considered time worked at a minimum of fifteen (15) minutes per hospital inquiry.

Section 5. Hours of Call

Current call hours are:

Area	Days	Times
Reference Laboratory	Monday through Friday	Midnight to 7:00 a.m.
Reference Laboratory	Weekends and holidays	24 hours
Component Laboratory	Weekends and holidays	24 hours
Sub-site Distribution	Monday through Thursday	9:00 p.m. to 7:30 a.m.
Sub-site Distribution	Friday	5:00 p.m. to 10:00 a.m. (Saturday)
Sub-site Distribution	Saturday & Sunday	2:00 p.m. to 7:30 a.m. (Monday)

The Employer may change these hours with two weeks advance notice to the employees and the Union.

Section 6. Frequency of Calls. In the event employees should be required to take Reference or Component on-call more than twice in a four (4) week period, the Manager or his/her designee of the appropriate laboratory may temporarily join the rotation to alleviate the frequency.

Section 7. Off Shift Call-ins. Day Shift employees called in past midnight but before 7:30 a.m. must make arrangements with their supervisor as to their work schedule for their regularly scheduled shift on the same workday, including:

- a) Coming in late and working a full shift;
- b) Coming in late and working the hours required to complete their regular shift taking into account hours worked prior to 7:30 a.m.;
- c) Using option (b) and use paid leave for the remainder of the hours of the employee's regular shift;
- d) Staying their entire shift upon arrival after completing their on-call;
- e) Or reporting for their regular scheduled shift.

In such situations, annual leave or sick time will not be required to be used so long as the employee works within the day the total number of their scheduled hours. Nothing herein precludes the Employer from scheduling overtime.

Section 8. Offers of additional on-call assignments resulting from unforeseen vacancies with on-call schedule shall be equalized across all employees within the relevant classification(s). A list of all such employees shall be kept and administered by the steward for the lab under the direction of the Director, Manager, or designated supervisor. Employees shall be offered additional on-call assignments in order of seniority. Declining an offer shall be treated the same as working an additional on-call for equalization purposes.

Assignments from unforeseen vacancies will be filled two (2) working days before the start of the assignment.

If an employee is unavailable to be offered an additional on-call assignment then that employee shall be skipped over but shall retain her/his place for the next offer.

Section 9. Pagers. Personnel on call will be provided with a call pager and cellular phone maintained by the employer. Such equipment shall be used only for Red Cross on-call related business.

Section 10. Vacation and On-Call. Employees shall not be scheduled for call the weekend prior to a scheduled vacation for a full workweek.

Because on call pay for Muskegon Distribution staff is a regular part of their earnings, Muskegon staff who regularly take on call will be paid an additional \$1.00 per hour for all approved annual leave hours.

ARTICLE 12

JOB DUTIES AND RESPONSIBILITIES

Section 1. Job duties and responsibilities shall be contained in job descriptions covering each classification. It is intended that job descriptions shall fairly describe the duties and responsibilities of each classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required of personnel so classified. Reasonable and necessary changes in job duties and responsibilities may be made by the Employer except that the Employer shall not move duties from one classification to another or add new duties to a classification without notifying and discussing it with the Union prior to implementation. Each employee will be provided a copy of the job description for his/her classification. Updated/new job descriptions will be provided to the affected employee and to each steward. Stewards may also be provided a copy of other bargaining unit job descriptions upon request.

Section 2. Laboratory/Distribution. All assignments for work responsibility in the Laboratory/Distribution shall be rotated as fairly and completely as possible.

Section 3. Classifications/Upgrades. In the event the Employer and/or Union desires to upgrade a position based upon legitimate and good faith criteria, the parties agree to meet and discuss the upgrade in a timely manner. Any pay increases will take effect immediately upon agreement.

ARTICLE 13

PART-TIME EMPLOYEES

Section 1. Part-time employees are those who are regularly scheduled for thirty (30) hours per week or less. Part-time employees must work the days and hours as scheduled by the Employer. Required employee meetings shall be scheduled in no less than one (1) hour increments. The Employer may schedule more than thirty (30) hours per week. However, in the event that an employee desires not to be scheduled more than thirty (30) hours per week, said employee shall give the Employer a two (2) week advance written notice of said desire and the Employer shall comply with the request. Such request will remain in force for six (6) months and may be renewed thereafter.

Section 2. Benefits that are extended to part-time employees are referenced in individual Articles of this Agreement.

Section 3. It is not the intent of the Employer to reduce any full-time employee to part-time status.

Section 4. It is not the intent of the Employer to reduce the hours of work for part-time employees for the purpose of disqualifying employees from insurance or other benefits.

An employee classified as part-time who works more than ninety (90) days as a full-time employee shall accrue benefits at the full-time rates from the date his/her hours increased to full-time until his/her hours revert to part-time. Insurance shall not be made retroactive and shall begin at the next available dates consistent with the rules of the carrier.

Section 5. Per Diem employees are part of the bargaining unit and are those who normally work less than twenty (20) hours per week. Per Diem employees may be hired to fill vacant shifts. It is not the intent of management to use per diem staff as replacement for necessary staffing additions. Per Diem employees are not eligible to receive benefits except for prorated annual leave.

In the event that a per diem employee works at least sixteen (16) hours for a period of eight (8) consecutive weeks, the position shall be posted as a permanent full or part-time position. In the event that a per diem employee is filling in specifically for the purpose of working for an employee on an extended medical leave, the aforementioned eight (8) consecutive weeks shall be extended to a maximum of twenty-six (26) consecutive weeks prior to being required to post the position as a permanent full or part-time position.

ARTICLE 14

SENIORITY

Section 1. Acquiring seniority. All new employees within the bargaining unit shall acquire seniority upon successful completion of the probationary period. Seniority shall be by classification for selection of holiday work for Lansing Distribution, and lateral transfer purposes only.

Section 2. Probationary Period. The probationary period shall be the first six (6) months of employment but may be extended by mutual agreement of the Employer and Union. During this period, employees shall be entitled to all rights and privileges under this Agreement, except that such employees may be discharged for any reason whatsoever without recourse to the grievance procedure. During the employee's probationary period, the Employer may offer these individual benefits at the option of the Employer.

Section 3. Under the terms of this Agreement, seniority shall mean length of continuous service with the Employer commensurate with their original date of hire into a bargaining unit position. An employee who leaves the Red Cross for any of the following reasons and is re-employed shall have their seniority computed from their current date of hire, except as modified by section 6. below.

Section 4. Tie Breakers. When two or more employees have the same original date of hire, seniority shall be determined as follows: For employees hired after March 30, 2004, high seniority for employees with the same original date of hire shall be determined by the highest last four digits of Social Security number.

An exception will be made as follows:

- a. The person who has worked for the Blood Services/Chapter through a Temporary Service Agency without any break in service, and in the same capacity as the permanent position shall have high seniority.
- b. If two or more have worked through a Temporary Service Agency as described above, the person who worked the longest shall have high seniority.

Section 5. Medical leaves of absence (as per Article 27), union leave (as per Article 26) and military leave (as per Article 25) shall be with accumulative seniority.

Section 6. An employee shall lose all seniority rights for any one or more of the following reasons:

- a. Resignation - while such employee has no recall rights thereafter, if the Employer re-employs this employee within six (6) months of his/her quit, his/her original date of hire seniority shall be reinstated, minus the time between the resignation and the rehire.
- b. Three consecutive days of unexcused absenteeism without reporting to the immediate supervisor will be considered a voluntary quit.

- c. Discharge for cause.
- d. Failure to return to work within four (4) working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident.
- e. The employee does not return to work upon the expiration of any leave of absence, unless there is a reasonable excuse for a delay in reporting. Said delay is not to exceed four (4) days. Upon an excuse acceptable to the Employer, this period may be extended.
- f. Retirement.
- g. Promotion to a position with the Employer outside the bargaining unit and does not return to the bargaining unit within six (6) months of the promotion.
- h. Absences from work for a period of eighteen (18) consecutive months for any reason.

Section 7. The Employer shall prepare a seniority list by date of hire and by classification upon request of the Union.

ARTICLE 15

LAYOFFS AND RECALLS

Section 1. In the event that a layoff of bargaining unit employees is made necessary, the principle of seniority shall be applied. The employee with the least amount of seniority within a classification will be laid off first.

Section 2. If a reduction in staff becomes necessary, the Employer shall meet with the Union prior to laying off employees to discuss said layoff.

Section 3. Full-time employees shall not be required to take temporary or part-time work and shall not be required to accept a part-time position regularly scheduled as fifteen (15) hours per week or less. An employee shall not be required to accept a transfer to a work site more than thirty (30) miles from their regular work site in order to retain his/her seniority. An employee who declines such a transfer shall be treated as any other laid off employee, except that he/she may at the option of the Employer be excluded from being recalled or bidding for the position he/she refused to transfer to.

Section 4. Layoffs. When scheduled layoffs become necessary in any classification, the employees in that classification shall first be canvassed to see if they wish to volunteer for the layoff. If any do, they shall be laid off from work.

If less than enough employees volunteer for the layoffs from any classification, then first, temporary employees within the classification shall be laid off. If additional layoffs within the classification are still necessary, then probationary employees shall be laid off. If additional

layoffs within the classification are still necessary, seniority employees shall be laid off in reverse order of seniority. All employees facing layoff shall be provided at least two (2) weeks advance notice. In the case of an emergency layoff, or a scheduled layoff in a situation where the Employer does not know of the need for the layoff more than two (2) weeks before same, the Employer will give as much advance notice as it reasonably can. Employees receiving less than two (2) weeks notice of layoff will be provided wages in lieu of notice.

Section 5. Classifications referred to in this article are as follows:

Laboratory

- a) Quality Control Technologist
- b) Reference Lab Specialist
- c) Laboratory Technician
- d) Reference Technologist
- e) Technical Assistant
- f) Laboratory Technologist I
- g) Technical Assistant II

Clerical

- a) Stock Inventory Assistant
- b) Donor Records Specialist
- c) Departmental Secretary
- d) Departmental Clerk
- e) Maintenance Worker (non-clerical)
- f) Telerecruiter
- g) Custodian (non-clerical)
- h) General Maintenance Technician (non-clerical)
- i) Records Management Specialist
- j) Internal Communications Coordinator
- k) Department Secretary/Telecom Administrator
- l) Lead Telerecruiter
- m) Telerecruiting Specialist/Trainer
- n) A&D Clerical
- o) Biomedical Equipment Technician (non-clerical)
- p) Equipment Management Specialist (non-clerical)
- q) Donor Suitability Technician
- r) Customer Service Representative
- s) Helpdesk Specialist
- t) Stock Inventory Specialist

Distribution

- a) Hospital Services Technician I
- b) Hospital Services Technician II
- c) Hospital Services Courier

Section 6. Any laid off employee with the qualifications to perform in an equal or lower classification/job title shall have the right to displace an employee in that classification/job

title with less seniority. An employee shall notify the Employer of her/his desire to displace another employee within three (3) days after receiving a layoff notice. A full-time employee shall be allowed to bump the least senior full-time employee.

Section 7. Transfers within a classification/job title occurring as a result of layoff shall be accomplished in accordance with the principle of seniority and status (full- or part-time). For instance, where more than one (1) employee is to be transferred and where more than one (1) position of that status within the classification/job title is available, the highest seniority employee in that status to be transferred shall be offered first choice of available positions.

Section 8. Employees who bump to another classification/job title who are laid off shall be recalled to their former classification/job title in reverse order of seniority. Employees recalled to their same classification/job title but a different shift shall maintain secondary recall rights to the shift the employee held at the time of layoff. Employees on layoff status from a classification/job title which no longer exists shall be recalled to any equal or lower classification/job title where they possess the qualifications to perform the job. Employees volunteering for layoff shall be recalled in reverse order of seniority upon an opening in the classification/job title from which they were laid off.

Any seniority employee laid off will be placed on recall list for a period of up to eighteen (18) months and shall retain seniority.

An employee may waive the right to recall by giving the Employer written notice. Each employee shall be responsible for keeping her/his address and telephone number of file with the Employer. Recall shall be by certified mail. An employee must return within ten (10) workdays.

Section 9. Definitions.

- a) Qualifications for bumping or recall shall be the same as used to fill posted positions.
- b) A vacant position will be considered least senior for purposes of transfer or bumping.
- c) Equal classifications are ones with the same job title.
- d) Bumping or recall does not constitute a "bid" for purposes of Article 6, Section 6.

ARTICLE 16

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. For the purpose of this Agreement, the term "Grievance" is defined as all complaints, disputes or controversies, arising between the parties during the term of this Agreement, involving questions or interpretation and/or application of any provision of the Agreement.

Section 2. All grievances shall be subject to the following grievance procedure:

Step 1. An employee having a grievance shall take it up orally with her/his Direct Supervisor or designee with or without the steward being present (at the option of the employee). If a satisfactory settlement is not reached, the grievance shall be reduced to writing no later than fifteen (15) working days after the said occurrence and presented to the appropriate person under Step 2. The written grievance shall be presented on the grievance form, an example of which is attached to this Agreement as "Appendix A."

Step 2. The Department Director or designee shall meet with the Union steward to discuss the grievance and respond in writing to the steward within ten (10) working days from the date the grievance was presented.

Step 3. If satisfactory settlement is not reached, the grievance shall be presented to the Human Resources Director or designee within ten (10) working days. The steward and Representatives of OPEIU Local 459 shall meet with the Human Resources Director or his/her designee as soon as reasonably possible but shall preferably be held within ten (10) working days after receipt of the written appeal to step three for the purpose of settling the grievance. A written answer shall be given within twenty-one (21) calendar days from the date the written appeal is presented to the Human Resources Director. If the third step answer is not received within said twenty-one (21) calendar day period, the Union may submit the grievance to arbitration.

Step 4. If the grievance is not satisfactorily adjusted in Step 3, the Union may refer the grievance to arbitration by filing a written Demand for Arbitration with the Federal Mediation and Conciliation Service with a copy to the Employer in forty-five (45) days after the answer is given in Step 3.

Section 3.

a. All grievances referred shall be heard, processed and decided by the arbitrator pursuant to the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Service then in effect.

b. The arbitrator shall have full authority to decide the issues in dispute, except that he/she shall not have authority to add or subtract from the provisions of this Agreement.

c. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union.

d. If either party, after due written notice of the date and time thereof, should fail to appear and present its case of defense in an arbitration hearing as scheduled, the arbitrator is authorized to hear and decide the case on the basis of any evidence presented.

e. No arbitrator shall have any right or authority to issue a decision or decisions awarding back pay prior to two (2) pay periods commencing just before the date the grievance was first presented under Step 1 of Section 2, above, except for errors in wage claims for which there shall be no time limit.

f. All claims for back pay shall be limited to the amount of wages that the employee would have earned from the employer less any compensation for personal services

performed in lieu of employment with the Employer and any unemployment compensation paid by the Employer.

g. All grievances arising from termination shall be submitted at Step 3 of Section 2, of this Article, above.

Section 4. The aggrieved employee shall be present at all stages of the grievance procedure.

Section 5. The time limits covering the grievant and/or the Union shall be deemed final unless extended in writing by mutual agreement. The grievance shall be considered settled by the last disposition of the Employer at the step at which the time limits are not adhered to by the grievant and/or the Union. The grievance shall be automatically advanced to the next step if the time limits are not adhered to by the Employer.

ARTICLE 17

DISCIPLINE & DISCHARGE

Section 1. Corrective discipline may be warranted in the event of any actions involving professional conduct, or in cases involving failure to follow written Standard Operating Procedures. Corrective disciplinary action shall be progressive and may exist in verbal or written form. In extreme and/or severe circumstances, the normal progression may be bypassed. An employee shall first receive a verbal warning for an offense. This will be followed by a written reprimand and should the same or related practice continue, and then by one three-day suspension without pay should the practice continue. All disciplines shall be in writing (including verbal warnings). A copy shall be given to the employee and to the Union, unless the employee has requested in writing that the Union not receive the specifics. In such instances the Union will receive a notice stating only the level of discipline and the employee involved.

Section 2. It is hereby agreed that the Employer has the right to discharge for just and sufficient cause. The Employer agrees to advise the Union of any such discharge and the reasons for such action.

Section 3. No disciplinary action that was recorded more than twelve (12) months in the past should be considered in the course of current disciplinary action.

Section 4. An employee called for the purpose of discussing disciplinary action shall have the right to have a union representative or an alternate present. Where the employee wishes such representation, the conference shall not be held without a representative or alternate present.

Section 5. Any disciplinary action will be taken within ten (10) working days of the Employer becoming aware of the occurrence leading to the discipline unless the Employer is still investigating the occurrence. If the Employer has not completed its investigation within 10 days, it shall notify the employee that an investigation is ongoing and state the nature of the investigation and its expected duration.

ARTICLE 18

WORK PERFORMANCE REVIEWS

Section 1. Each employee shall be reviewed regularly during his/her six (6) month probationary period, thereafter annually between June 1 and August 30. There are to be no statements, comments or negative remarks which are contradictory to the provisions in this contract or any applicable law.

Section 2. An appointment will be made with the employee for conducting the review at least twenty-four (24) hours in advance.

Section 3. The overall responsibility for employee reviews lies with the Direct Supervisor with input from the Department Director.

Section 4. The form currently used for annual reviews by the American Red Cross shall be used. In the event the review form should change, any new form will be distributed to all members of the bargaining unit. All management staff involved in employee reviews shall be trained in review procedures prior to giving reviews to employees.

Section 5. An employee not receiving his/her annual review between June 1 and August 30 shall be considered to have received a satisfactory review. For employees out on a leave of absence at any time during June 1 and August 30, the due date will be September 30, or thirty (30) days from the date of return, whichever is later.

Section 6. Retraining

- A. Employees who fail competency in their classification shall be offered retraining. An employee shall be given at least two (2) opportunities to be evaluated after receiving such training. An employee's job duties may be reassigned until the employee has been given retraining and passed the competency.
- B. If an employee who has been given proper retraining and who has been evaluated at least twice fails to regain competency, that employee will be subject to the disciplinary and discharge procedure.

Section 7. Reviews shall not contain any arbitrary and capricious statements pertaining to an employee's physical, medical or psychological characteristics, opinions of co-workers, etc. If the employee desires, reviews shall contain a "self" and "mutual" goals section as well as the standard employee review contents such as job knowledge, performance appraisal, etc. Employees may, within fourteen (14) calendar days of receipt of the review, attach a written statement to the review which shall be attached to the review. If the employee so desires, he/she may be re-reviewed within six (6) months of the disputed review. If there is still a dispute, the employee may appeal to the Department Director or Manager of Human Resources, at the employee's option.

Section 8. Reviews are not discipline and shall not be subject to the arbitration step of the grievance procedure.

ARTICLE 19

HOLIDAYS

Section 1. Each full-time employee shall receive the following paid holidays:

New Years Day	Memorial Day
Independence Day	Christmas Day
Labor Day	Thanksgiving Day
Five (5) Floating Holidays	

In the event that the Employer decides to observe Martin Luther King Day as a holiday, it shall announce its decision to do so prior to the November 1 preceding the holiday. All full-time employees shall be charged with one (1) floating holiday whenever Martin Luther King Day is observed.

Full time employees will be credited with floating holidays at the beginning of each calendar year. These holidays are to be used in increments of no less than seven and one-half (7 ½) hours.

Section 2. Full-time employees shall be paid at their base hourly rate of pay for each observed holiday. Double (2) time shall be paid to all Bargaining Unit employees for all hours worked on the observed holiday and on the actual New Year's Day, Independence Day, and Christmas Day.

Section 3. Part-time employees shall receive five (5) hours holiday pay on each fixed holiday if normally scheduled for twenty-five (25) hours per week or less. Holiday pay shall be six (6) hours if normally scheduled to work more than twenty-five (25) hours per week.

Section 4. Laboratory. Certain holiday weekends will need to be worked due to the nature of Employer's operation. A lottery will be used to schedule all employees that will be required to work on holiday-associated openings. Persons chosen in the order of the lottery will have the option to volunteer to work on the dates posted. Any dates left open will be filled from a mandatory second lottery containing the names of persons not previously signed up. Dates will be filled from the mandatory lottery in a chronological order and according to the number of holidays voluntarily taken. Any other weekend openings will be staffed first by volunteers and then, when necessary, by mandatory assignment.

Section 5. The holiday work scheduled for Lansing Distribution shall be determined by the following method:

- a. Employees shall select shifts based upon classification seniority. Each employee shall select a number of shifts equivalent to the total number of shifts divided by the total number of employees.
- b. If there are an uneven number of available shifts, any odd shifts shall be open to be filled by volunteers. If no employees volunteer, the shifts shall be filled by a lottery amongst all employees.

- c. A new Distribution employee shall be expected to assume the holiday schedule of the employee being replaced after a three (3) month training period, unless the supervisor asks the employee to work holidays sooner. Holidays falling within the (3) three-month period shall be filled as in b.) above.

Section 6. Floating Holidays must be taken during the calendar year and must be scheduled no later than two (2) weeks in advance with the approval of the employee's direct supervisor. The supervisor may, in the supervisor's discretion, approve floating holidays with less than two (2) weeks advance notice.

Section 7. To qualify for holiday pay, the employee must work his/her scheduled day before and his/her scheduled day after the holiday, or be on a pre-scheduled approved paid leave or paid leave with medical statement verifying illness.

Section 8. The anticipated amount of floating holidays to be earned during the calendar year may be advanced to an employee prior to actual accrual. If an employee who terminates has used floating holidays in excess of amount actually accrued, deduction shall be made from the final salary check for such excess floating holiday(s), and, if insufficient, the employee shall forthwith reimburse the Employer for such excess. Floating holidays earned but not taken shall be paid to the employee in the final paycheck.

Section 9. In the event that any of the above enumerated holidays falls on a regular workday and the employees are not required to work, such holiday shall be considered as a day worked for the purpose of computing overtime. Employees whose normal work week is other than Monday-Friday will be allowed to choose another day in the pay period to observe the holiday with supervisory approval; or may choose to receive holiday pay in lieu of another day off. If holiday pay is elected, it shall not be counted toward overtime.

ARTICLE 20

ANNUAL LEAVE

Section 1. Length of Vacations.

- a. Full-time employees shall earn annual leave as follows, provided that no employee shall receive vacation at a rate less than he/she earned on September 30, 1989:

Months of Service	Accrual
0-36	1.442 hrs/wk (10 days/year)
37-108	2.163 hrs/wk (15 days/year)
109-228	2.885 hrs/wk (20 days/year)
229+	3.606 hrs/wk (25 days/year)

- b. Part-time employees shall earn paid vacations on a pro-rated basis.

Section 2. Employees shall be paid their vacation pay at their base hourly rate of pay. Annual leave shall be considered as time worked for the purpose of computing overtime pay.

Section 3. Vacation Scheduling.

- a. **Summer Annual Leave for Distribution and Laboratory.** Annual leave for the period beginning with the Memorial Day week and continuing through the week of Labor Day shall be scheduled for all Distribution and Laboratory employees according to the following procedure:

Step 1. A separate annual leave calendar shall be made for each work site for Distribution and Laboratory employees. The calendar shall be given to each employee in order of seniority in the affected department in the work site. Each employee shall schedule, in weekly increments not to exceed two weeks annual leave, and then shall return the calendar to the Supervisor, who shall then provide the calendar to the next employee on the basis of seniority. Employees shall return the calendar within one (1) workday or they shall be considered a "pass".

Step 2. Upon completion of the first round of annual leave scheduling for summer months, the procedure as contained in paragraph 1 shall be repeated.

Step 3. Upon completion of the second round of annual leave scheduling, remaining annual leave requests for the period from Memorial Day week through Labor Day week shall be granted on a first-come, first-served basis.

- b. **Other Annual Leave for Distribution and Laboratory.** Other vacation requests should be submitted in writing between January 1-15 of each year for the upcoming fifteen- (15) months. As leave requests are approved, dates will be posted on the annual leave calendar located in the Department within two (2) weeks of the request. Except for the week before (or depending on the year, the week of) Christmas and the week before (or depending on the year, the week of) New Year's Day, requests submitted between January 1-15 shall be considered on a seniority basis. Requests so submitted for the week before (or depending on the year, the week of) Christmas or the week before (or depending on the year the week of) New Year's Day will be granted (within the restrictions of (c) below) on a five year rotation basis. Any requests submitted in writing after January 15 shall be considered on a first-come-first-served basis. The Employer reserves the right to cancel or reschedule vacations when emergency or disaster conditions so require.

- c. The number of Distribution and Laboratory employees on leave at the same time shall be restricted according to the following:

DEPARTMENT	ANNUAL LEAVE		FLOATING HOLIDAY
Reference 1 st Shift 2 nd Shift	1 1	or or	1 1
Labeling and Quarantine 1 st Shift 2 nd Shift Mondays will be restricted to a maximum of one person off	1 1	or or	1 1
Component Laboratory Tech I 1 st Shift 2 nd Shift 3 rd Shift Sat and Sun Mon-Fri capped at 3 per day	2 3 2 1	or or or or	2 3 2 1
Component Lab Tech II. Tech IIs all shifts Mon-Fri Mon-Fri capped at 2 per day Saturday & Sunday	1 1	or or	1 1
Sub-site Distribution	1	Or	1
Lansing Distribution Mon-Friday 1 st Shift* Mon-Friday 2 nd -3 rd Shifts	2 1	or or	2 1
Sat & Sunday all shifts	1	or	1
Q.C. Laboratory	1	Or	1

*or a combination that equals two (2) employees (i.e. one (1) employee on annual leave and one (1) employee on floating holiday).

Exceptions to these restrictions must be approved by the Supervisor and approval or denial shall be based on operational needs. The Supervisor may deny annual leave requests submitted less than two (2) weeks in advance. Annual Leave request shall be responded to within two (2) weeks after receipt by the Supervisor. Requests not responded to within this time limit shall be considered approved.

- d. Clerical. The number of employees granted vacation at any one time will be determined within the department.
- e. In the event an employee becomes ill or injured during his/her vacation and such illness or injury lasts for at least five (5) working days, he/she may use any paid sick days which he/she has accrued, or may apply for leave without pay, in which event such time will not be charged against his/her vacation time off. The Employer may require a doctor's certificate to verify the illness

or injury. Such unused vacation time may later be rescheduled on the same terms and condition as other vacation time. In such event, the employee must advise his/her Direct Supervisor immediately upon becoming ill or injured. The Employer shall supply a written confirmation of the request for the granting of paid sick days in place of vacation days.

Should a death occur which would entitle an employee to bereavement leave under Article 23, the employee may take bereavement leave. Vacation time not taken by virtue of this paragraph and the above paragraph may later be rescheduled in the same manner as regular vacation time.

- f. Full-time and part-time employees may utilize up to two (2) annual leave days in one-half day increments.
- g. Full-time and part-time employees may use up to two (2) annual leave days in increments of at least one hour (or the remaining balance, if less than one hour).

Section 4. Vacation Accrual. Annual leave shall be accrued on a calendar year basis, from January 1 of each year. (New employees shall be entitled to use annual leave accrued during the previous year, only after their probationary period is completed.)

The Employer and the Union recognize that annual leave is important to the well being of the employees. Employees shall take their vacations annually and may carry up to ten (10) unused vacation days over from year to year with the written approval of the Employer. Requests to carry over more than five (5) unused vacation days must be made prior to October 1 of each year. Employees shall forfeit any unused vacation days not taken or authorized to be carried over to the following year.

Section 5. Vacation Pay at Termination. All accrued vacation time shall be paid to a seniority employee upon his/her resignation or termination.

Section 6. Payment on Death. In the event of an employee's death, accrued vacation benefits shall be paid to his/her beneficiary, or to beneficiaries of the Life Insurance provided by the Employer, or to such other beneficiaries as he/she has directed in writing to the Employer.

Section 7. The anticipated amount of annual leave to be earned during the calendar year may be advanced to the employee prior to the actual accrual. If an employee who terminates has used Annual Leave in excess of amount accrued, deduction shall be made from the final salary check for such excess annual leave and if insufficient, the employee shall forthwith reimburse the Employer for such excess.

ARTICLE 21

SICK LEAVE

Section 1. When an employee is unable to work because of an illness, injury or personal issue, he/she shall notify the Direct Supervisor or designate as soon as possible, but in no case later than forty-five (45) minutes before scheduled starting time. Each supervisor may

establish a system of notification for the work group. The system of notification shall be reduced to writing with a copy to the steward for that work group.

Section 2. Accrual of Sick Leave. Each full-time employee shall accrue one (1) paid sick leave day per month (Paid sick leave at the rate of 1.73 hours/week). Sick leave shall be prorated for part-time employees. During the probationary period, an employee may only use such leave as he/she has accrued.

Section 3. Employees may accumulate up to three hundred seventy-five (375) hours of accrued but unused sick leave in a sick bank in addition to sick leave accrued during the current calendar year.

Section 4. If an employee who terminates has used sick leave in excess of amount actually accrued, deduction shall be made from the final salary check for such excess sick leave and if insufficient, the employee shall forthwith reimburse the Employer for such excess.

Section 5. Paid sick leave shall be used for an employee's accident, illness, or personal issue including family illness (spouse, domestic partner, child, step-child or an individual for whom employee is the guardian). The Employer may ask the employee for a certificate from the attending physician to substantiate sick leave of more than three (3) consecutive days, or in the case of four (4) or more occurrences of pattern setting abuse in a reasonable period of time. Absences for medical, dental or optical exams or treatments will also be charged to sick leave, but only when conditions make it imperative to schedule such appointments during normal working hours. Absences of this nature must be scheduled at least twenty-four (24) hours in advance with the Direct Supervisor.

Section 6. Sick leave shall be paid at the employee's regular base hourly rate.

Section 7. Should a paid holiday fall during a full-time employee's paid sick leave, he/she shall receive his/her holiday pay instead of using paid sick leave.

Section 8. Upon retirement, employees shall be paid sixty-five percent (65%) of their unused sick leave. Upon the death of an employee, his/her designated beneficiaries shall receive sixty-five percent (65%) payment for his/her unused sick leave.

Section 9. An employee may be granted up to an eighteen- (18) month unpaid sick leave of absence provided that a request for sick leave is supported by a certificate from the employee's attending physician.

Section 10.

- a.** At the end of each year, full-time seniority employees who have at least two hundred twenty five (225) hours of sick leave in their bank shall have the option of changing no more than seventy-five (75) hours earned in the current year in excess of two hundred twenty five (225) hours of accrued unused sick leave to thirty-seven and one half (37.5) hours of annual leave provided that those hours were earned in the year just completed. These converted hours shall be used during the next calendar year as per the Annual Leave clause, Article 20.

- b.** At the end of each year, part-time seniority employees who have at least one hundred fifty (150) hours of sick leave in their bank shall have the option of changing no more than sixty (60) hours earned in the current year in excess of one hundred fifty (150) hours of accrued unused sick leave to thirty (30) hours of annual leave provided that those hours were earned in the year just completed. These converted hours shall be used during the next calendar year as per the Annual Leave clause, Article 20.
- c.** Full-time employees with at least three hundred thirty-seven and one-half (337.5) hours of accrued sick leave in their banks and part-time employees with at least two hundred twenty-five (225) hours in their sick banks may convert unused sick leave earned in the current year to pay at the rate of one (1) days pay for two (2) unused sick days.

Section 11. An employee is eligible for leave at the time the employee's domestic partner gives birth to a baby. Such leave shall be charged to accumulated annual or sick leave, or if the employee has no accrued leave remaining, the employee may be granted leave without pay. (See Article 27, Section 1)

Section 12. Disability Supplement. The Employer shall make supplemental disability payments available to employees with at least one (1) years' seniority upon the following conditions:

- a. The employee must first draw down her/his accrued sick leave bank to fifteen (15) hours. He/she must also draw down her/his accrued annual leave to thirty-seven and one-half (37½) hours. The employee may at her/his option draw the sick leave bank or accrued annual leave down to zero.
- b. The employer shall have no obligation to make any supplemental payments until the disability period exceeds seven (7) calendar days.
- c. The maximum obligation of the Employer to make payments shall be for a period of twelve (12) weeks in any rolling twelve (12) month period less any time covered by payments under Paragraph A. above. The Employer shall pay 60% of the Employee's regular straight time earnings up to 7.5 hours per day not to exceed \$140.00 per day.
- d. The Employer will pay the health insurance premium until the end of the month when the leave begins, after which the employee will be apprised of and may use their COBRA benefits.
- e. The Employer shall have no obligation to make payments for any periods during which the employee is employed elsewhere, drawing benefits under Worker's Compensation or similar law or is drawing disability payments from any other source.
- f. The Employer may require physician's certificates of continuing disability.
- g. Payments under this section will not be made for periods of disability which are not medically necessary (e.g., cosmetic surgery).

Section 13. FAMILY AND MEDICAL LEAVE ACT

- a.** **LEAVE ENTITLEMENT:** An employee who has been employed by the Company for twelve (12) months and who has completed twelve hundred fifty (1250) hours of work during the twelve (12) month period immediately preceding the commencement of such leave will be entitled to leave under the Family and Medical Leave Act of 1993 (“Act”) in accordance with its provision and the provisions of this Section. To the extent an Employee is entitled to a leave under this Article and any other Section of this Agreement, the leaves shall run concurrently.
- b.** **YEAR FOR PURPOSES OF DETERMINING LEAVE ENTITLEMENT.** For the purposes of determining an Employee’s leave entitlement under the Act, the fifty-two-(52) week period immediately preceding the commencement of leave under the Act shall be the applicable measuring period.
- c.** **PAYMENT OF GROUP INSURANCE PREMIUMS DURING LEAVE.** Each Employee on unpaid leave under the Act shall remain responsible for paying the Employee share of the premiums for coverage elected by the Employee, and shall directly submit to the Company, not later than the Employee’s normal payday, the amount of premium owed by the Employee. If the Employee should fail to timely remit premium payments, the Employer shall terminate coverage. If, upon expiration of the leave under the Act, the Employee fails to return to work, any premiums paid by the Employer shall be a legal debt due and owing from the Employee to the Company. If the failure to return to work is a reason as set forth in Section 104 (c)(2)(B)(I) and (ii) of the Act, then amounts paid by the Company toward the premium cost of benefits shall not be a debt owed by the Employee.
- d.** An employee on leave under this section shall use all accrued annual leave and sick leave before taking unpaid leave, except in the case of a leave to care for an immediate family member. In this case, the employee would be required to use all accrued annual leave and sick leave to the maximum allowable under Section 5 of this article.

ARTICLE 22

PARENTAL/ADOPTION LEAVE

- a. A non-medical parental/adoption leave, without compensation, shall be made available to all seniority employees. The length of this leave shall not exceed six (6) months. The maximum length of six (6) months shall include the period of disability, if any, and any accrued annual leave. Non-medical leave may be extended to comply with state regulations for adoption.
- b. An employee electing to take a non-medical parental/adoption leave shall notify the Employer one (1) month prior to the expected due or adoption

date.

- c. An employee returning within ninety (90) calendar days shall be returned to his/her regular classification. On returns of more than ninety (90) days, he/she shall be offered the next available opening in his/her classification or, if he/she prefers, the next available opening in another classification for which he/she is qualified.
- d. An employee on leave under this section shall use all accrued annual leave over thirty-seven and one-half (37½) hours before taking unpaid leave, but may at her/his option draw the annual leave bank down to zero.
- e. No benefits will be accrued or paid during this unpaid leave, except that insurance benefits will be continued until the end of the month in which the leave begins, after which benefits may be continued through COBRA.

ARTICLE 23

BEREAVEMENT LEAVE

Section 1. Five (5) work days leave with pay at his/her regular base hourly rate of pay for scheduled time lost shall be granted to a full-time employee in the event of the death of his/her spouse, domestic partner, child, step-child, parent, brother or sister. A part-time employee shall be granted bereavement leave with pay for scheduled time lost on a calendar day basis.

(i.e., A part-time employee scheduled to work twenty-five (25) hours in the next seven (7) calendar days would receive up to twenty-five (25) hours bereavement leave; a part-time employee scheduled to work fifteen (15) hours in the next seven (7) calendar days would receive up to fifteen (15) hours bereavement leave.)

The involuntary termination of a pregnancy verified by a physician which has passed the twelve (12) week point shall be considered a death for purposes of this section.

The five (5) days and the three (3) days bereavement leave for full-time employees in Section 1 and Section 2 are to be consecutive work days.

Section 2. Up to three (3) work days leave with pay at his/her regular base hourly rate of pay for scheduled time lost shall be granted to a full-time employee in the event of the death of his/her step-parents, parents-in-law, brother/sister-in-laws, grandparents, grandchildren, great-grandparents and great-grandchildren. A part-time employee shall be granted leave with pay for scheduled time lost on a calendar day basis.

Section 3. Domestic partner is defined as co-habitation in a relationship analogous to marriage for a minimum of six (6) months.

Section 4. In unusual circumstances, additional unpaid bereavement leave up to five (5) days per Section 1 and three (3) days per Section 2 may be granted if requested and approved in advance.

Section 5. At the request of the employee, the employer may grant up to one (1) day without pay or approved leave time (floating holiday/annual leave) in order to attend funeral/memorial services not specifically covered in Section 1 and Section 2, subject to verification of attendance.

ARTICLE 24

JURY DUTY LEAVE

Section 1. An employee who serves on jury duty shall be paid the difference between his/her pay for jury duty and his/her regular pay. An employee shall report to work when temporarily excused from attendance at court. The maximum period of time the Employer will provide continuation of pay will be thirty (30) calendar days.

ARTICLE 25

MILITARY LEAVE

Section 1. Military leave for a period not to exceed fifteen (15) calendar days per fiscal year shall be granted staff members who are members of the officers' and enlisted reserves of the armed forces and the National Guard, when such staff members are required to engage in training periods involving absence from Red Cross employment.

The Employer shall pay the difference between the pay a staff member receives from the government during such periods and his/her Red Cross salary (exclusive of any allowance in lieu of quarters), if the military pay is lower, for a period not to exceed fifteen (15) calendar days per year. Such leave shall be approved by the CEO.

Section 2. Employees affected by the above paragraph may elect to use their annual leave in lieu of military leave. Extended military leaves are covered by the Federal Law. (Uniformed Services Employment Rights Act of 1994).

ARTICLE 26

LEAVE FOR UNION BUSINESS

Section 1. An employee elected or appointed by the Union to perform Union work, which takes him/her from their employment, shall be granted a leave of absence without pay for up to one (1) year at his/her request with accumulated seniority. Such leave shall be renewable for good cause.

Section 2. Leave of absence up to one (1) day per month without pay shall be granted to one (1) employee elected or appointed by the Union to perform Union work or attend Union classes. These days will not be granted if they exceed allotments under Article 20, Section 3c.

ARTICLE 27

RETURNS FROM LEAVES OF ABSENCE

Section 1. Job return rights for employees' timely return from leaves of absence are as follows:

- a. **Medical Leaves.** An employee returning within six (6) months shall be returned to his/her regular classification. On return six (6) months or over, he/she shall be offered the next available opening in his/her classification or, if he/she prefers, the next available opening in another classification for which he/she is qualified.
- b. **Other Leaves of Absences.** An employee returning within sixty (60) days shall be offered the next available opening in his/her classification. On returns of more than sixty (60) days, he/she shall be offered the next available opening in his/her classification or, if he/she prefers, the next available opening in another classification for which he/she is qualified.
- c. Benefits will continue to be paid during paid leaves. No benefits will be paid or accrued during leaves without pay. An exception to the above benefits clause will be (a) the continuation of insurance benefits during periods of unpaid leave until the end of the month in which the unpaid leave begins, or (b) the continuation of health insurances as provided for under the Family and Medical Leave Act (FMLA) after which benefits may be continued through COBRA.

ARTICLE 28

TEMPORARY EMPLOYEES

Section 1. The Employer may hire temporary employees. After six (6) months continuous employment in the same position, a temporary employee including employees of a temporary agency shall be terminated or a position in that classification shall immediately be posted and filled in accordance with this contract. The six (6) month limitation shall not apply where the temporary is covering for an employee on a leave of absence. A temporary employee shall not be immediately rehired as a temporary following severance in lieu of becoming a regular employee.

Section 2. The same position shall not be filled by temporary employees for more than six (6) continuous months, except where the vacancy is created by an employee on leave of absence.

Section 3. Temporary employees who become regular employees shall commence their probationary period upon achieving regular employee status.

Section 4. Temporary employees hired on the Red Cross payroll (but not employees of a temporary agency) after the effective date of this agreement, who become regular employees will retain their original date of hire and will accumulate all seniority for purposes

of layoff and salary accrual but will not be used for the purpose of accrual rates for sick leave, annual leave or floating holidays.

Section 5. The Employer will provide the Union a monthly report identifying by name, job title, and date of employment a listing of temporary employees.

ARTICLE 29

CONTINUING EDUCATION

Section 1. The Employer shall provide registration fees and related expenses for employees attending seminars or conferences with the Employer's approval. Attendance at seminars and conferences will be determined in conjunction with their content and relation to the employee's work responsibilities. Monetary availability and effect on departmental workload shall also be determining factors.

Section 2. The Employer may provide in service educational programs during the year. Participation in these programs may be considered in promotions and opportunities for attendance of outside meetings and seminars.

Section 3. Employees attending seminars will be expected to present a report of subjects covered at the next regularly scheduled laboratory or departmental staff meeting.

Section 4. Applications to the American National Red Cross Career Assistance Program shall be available to employees upon the approval of the Employer and in accordance with the policies of the American National Red Cross. This provision is contingent upon the continuance of the American National Red Cross Career Assistance Program.

Section 5. Educational leave of absences, with prior Employer approval, will be granted for a maximum of twelve (12) months. Employees will be returned in accordance with Article 27 Section 1(b) unless alternative arrangements have been agreed to prior to the leave.

Section 6. In addition to any tuition reimbursement program offered by the National American Red Cross, employees will be eligible for tuition reimbursement in accordance with the Region's local policy in effect at the time the reimbursement is requested.

ARTICLE 30

INSURANCE BENEFITS

Section 1. Health Insurance. The Employer shall provide full coverage for all full-time employees and dependents. The Employer will provide single coverage for each part-time employee who works two (2) or more days per week and is normally scheduled for at least twenty (20) hours per week. The part-time employee may pay each month for dependent coverage.

The employee will be given the option of choosing either the primary insurer (currently Aetna Insurance) of the Employer or an HMO. The current HMO offerings will include the current national policy for PHP, Priority Health and Health Plus and the local current BCN policy,

where offered. Employees will pay the following maximums towards the premium cost of health insurance on a biweekly basis as follows:

Effective 3-31-04:	\$11.54
Effective 1-1-05:	\$18.30 or less
Effective 1-1-06:	\$42.00 or less
Effective 1-1-07:	\$47.00 or less
Effective 1-1-08:	\$75.00 or less

Per diem staff and those on health care buy back on 1-1-05 shall receive a one time payment of \$500.00.

Effective no later than 1-1-06, employees covered by this collective bargaining agreement shall not be required to pay more towards the cost of health insurance than other Regional employees, whether union or non-union.

Part-time employees who elect second tier or family medical coverage will pay the full amount for dependent coverage.

The Employer shall have the right to substitute the coverage set forth above with health insurance by another carrier or HMO provided that such substitute coverages are comparable and provided that the union is given at least sixty (60) days advance written notice.

Any premium participation shall be paid through payroll deduction using a pre-tax plan.

Section 2. Liability Insurance. The Employer shall continue to provide its current liability policy. If such policy is limited or terminated, the Employer shall provide comparable coverage.

Section 3. Life Insurance. Full-time and part-time employees will be provided with Life Insurance at the rate of one and one-half (1.5) times their annual earnings.

Section 4. Worker's Compensation. The Employer will provide Worker's Compensation insurance coverage. The Employer will pay an employee receiving Worker's Compensation the difference between her regular rate of pay and Worker's Compensation payments for a period not to exceed three (3) months in a rolling thirty-six (36) month period.

Section 5. Dental Insurance. The Employer will provide a program for family dental coverage for all full-time employees and single dental coverage for all part-time employees who work two (2) or more days per week and are normally scheduled for at least twenty (20) hours per week. The part-time employee may pay each month for dependent coverage.

Section 6. Long-Term Disability Insurance. The Employer will provide a policy of long-term disability insurance for all full-time employees.

Section 7. Optical Insurance. The Employer shall continue to provide its current Optical plan (per the attached summary) to full-time and part-time employees.

Section 8. Health Insurance Buy Back. Health Insurance Buy Back Option to be offered by the Employer with the following conditions:

- A. Option applies to all employees from date of hire.
- B. Must provide evidence acceptable to Employer of coverage elsewhere at times and in forms determined by Employer.
- C. Employer has no liability to employee electing this plan beyond payment of rebate. (No liability if other coverage is lost for any reason).
- D. Employee may rejoin Employer's plans only on terms acceptable to carrier (including proof of insurability).
- E. Implementation and continuation of this plan must have no material adverse effect on Employer's insurance premium.
- F. Rebate to be accrued and paid semi-annually on uniform dates to be determined by Employer.
- G. Rebates shall be gross, subject to any deductions required by law or authorized by the employee.
- H. Plan must have no adverse consequences to any American Red Cross Employee not participating.
- I. Rebates to be as follows based on required Employer contributions:
 - Family and Second Tier \$100/month
 - Single \$50/month
 - Dental Buyback 33% of premium in effect at time buyback is elected
- J. If this plan is discontinued under (E) or (H), employees will continue to receive rebate until reenrolled in another Employer health plan.

ARTICLE 31

RETIREMENT

Section 1. Employees covered under this contract will receive the same retirement benefits, savings plan, including the American Red Cross Savings Plan (a 401-k plan) and 403(b) plan as other employees at the Great Lakes Region. The American Red Cross has the right to amend the Retirement System, Savings Plan and 403(b) plans in its discretion. The provisions of these plans are fully set forth in separate summary plan descriptions.

Section 2. Any employee may choose to participate in the annuity program of the Retirement System of the American Red Cross.

Section 3. The Employer shall pay 50% of the applicable Medicare Supplement premium (or equivalent) for full-time employees retiring at age 65 or over. For full-time employees retiring at age 60-64 with twenty (20) years of service, the Employer shall pay 50% of the applicable regular premium (or equivalent) if the employee is not eligible for Medicare

supplement rates. Part-time employees may elect full-time benefits provided they pay an additional percentage of the Employer's cost on a pro-rated basis. In the event that the Employer begins participating in a retirement health plan sponsored by the National American Red Cross, the Employer may in its discretion choose to substitute such plan for the coverages described above in this section.

Retirees age fifty-five (55) or greater with at least ten (10) years of continuous service are provided with retiree life insurance coverage of \$5,000.00 in accordance with the Retiree Life Insurance Plan, as amended.

Section 4. Bargaining unit members shall be eligible for the 401(k) program that provides for a fifty cents (\$.50) match for every dollar contributed by the employee up to the first four percent (4%). In the event the employer improves this plan, the members of the bargaining unit shall be eligible for said improvement upon implementation.

Article 32

MISCELLANEOUS

Section 1. Employer Supplied Cars. The Employer recognizes that the use of personal vehicles by employees for American Red Cross business is to be discouraged.

Section 2. Mileage. Employees authorized by Management to drive their automobile on any job-related function shall receive reimbursement at the current IRS rate.

Section 3. Uniforms

a. Laboratory and Distribution. The Employer shall provide required protective garments at no cost to the employee. Garments will be considered the property of the Employer. The Employer shall provide uniforms for Hospital Services Couriers.

b. Clerical The Employer shall provide appropriate garments to applicable General Services Department employees at no cost to the employee.

Section 4. The Employer will pay for medical examination required by the Employer. The Employer shall provide for Laboratory, Distribution, and other applicable employees, during the first quarter of each year, at no cost to the employee, to the extent not provided by the Employee's health insurance, the following:

a. Currently recommended Hepatitis Screening.

b. Multiphasic Biochemistry Screening

c. The Heptavax series of injections. If an employee accepts, the series shall be offered within therapeutic timelines. If the employee fails to appear for the series as scheduled, the employee will be responsible for any costs associated with a new series of injections.

Section 5. Employees on mobile operations or otherwise performing work-related travel will be paid meal and overnight allowances in accordance with the Blood Services Contract. Motel accommodations will be made by the Employer and billed direct.

Section 6. The Employer shall furnish all members of the bargaining unit with a copy of the Collective Bargaining Agreement.

Section 7. Employee Representation on the Employee Participation Committee and Safety Committee shall be elected by the Bargaining Unit on a yearly basis.

Section 8. Space will be made on mutually agreed upon bulletin boards in the Great Lakes Region for the purpose of posting Union notices.

Section 9. Inclement Weather. The determination that emergency conditions exist shall be made by the CEO, Chief Operating Officer or designee. If an emergency is declared, employees who report to work shall be credited with annual leave equal to the total number of hours worked, or in lieu of such personal leave, employees may elect to receive compensation for hours worked at their straight time hourly rate.

If emergency conditions are not declared by the CEO, COO or designee, employees unable to report to work shall use annual leave for any scheduled hours missed. Employees who do report shall be compensated at their straight time hourly rate.

When an employee is unable to report, the employee has the responsibility to notify his/her supervisor. The Employer may opt to transport employees.

Refusal to drive: An employee may refuse to drive or ride in any vehicle which the employee reasonably determines to be unsafe, or in which the seat belts are not fully operable. The driver and all passengers must wear seat belts when using employer provided vehicles. Any employee may refuse to drive when poor road conditions exist and a supervisor deems road conditions too hazardous to make the trip. The supervisor or designee, as a last resort, may cancel the trip. The decision to cancel the trip will be made after consulting with the county road commission, police department or other authorities for the center home county and the area to which the trip is to be taken. If county road commission, police department or other authorities advises a delay or no travel, the times of the trip will be adjusted or the trip canceled.

Section 10. Employees whose paychecks are incorrect by an amount equal to or greater than \$50.00 shall receive compensation the next working day after notifying the employer. Paycheck errors greater than \$25.00 but less than \$50.00 shall be corrected within three (3) working days. Other corrections will be made on the next paycheck. If paycheck errors are a result of employee failure to timely submit time sheet or enter hours worked in e-Time, the employee will receive his/her normal base pay for the days worked and corrections will be made the following pay period.

Section 11. The Employer shall provide each employee with a monthly statement of their leave earned, used and remaining to date.

Section 12. Employees will be allowed to participate in financial institutions payroll deduction plans.

Section 13. The employee's paycheck shall itemize the following wherever possible:

- a. Base hourly rate or bi-weekly rate
- b. Regular hours worked and earnings
- c. Overtime hours worked and earnings
- d. Hours subject to differential pay and/or on-call pay and earnings
- e. Gross pay
- f. Net pay
- g. Year-to-date earnings
- h. Out of classification earnings
- i. Insurance buyback

Section 14. Savings Clause. It is not the intent of either party to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction in the subject matter of this Agreement. The parties thereto agree that in the event any provision of this Agreement is held or constituted to be void as being in contravention of any law, ruling, regulation, nevertheless, the remainder of the Agreement shall remain in full force and effect.

Section 15. Successors. If changes occur as a result of mergers, acquisitions or other changes in the structure of the American Red Cross that affect the terms and conditions of employment of employees in the bargaining unit, the affected hours, wages, and working conditions shall be negotiated.

Section 16. Volunteers. The Union recognizes the importance of the use of volunteers to the American Red Cross.

ARTICLE 33

STRIKES, WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slowdown, harassment or other interference with work either by the Union or by any employees; and there shall be no lockout or harassment of employees by the Employer. As provided by law, however, this does not prevent the Union from having an informational picket on an issue that is not a matter for dispute resolution and all avenues for resolution have been exhausted.

The failure of any employee to cross a lawful picket line shall not be deemed a violation of this Article. The failure of any employee to cross an unlawful picket line established at any of the Employer's facilities is a violation of this Article provided that such employees need not cross where they both believe and have a reasonable cause to believe that their personal safety would be endangered thereby.

Section 2. In the event of a refusal to cross any picket line, the Employer may use volunteers and other employees to do the work involved.

Section 3. The Union shall not sanction, aid or abet, encourage, notify or continue any strike, picketing, work stoppage, slowdown, concerted harassment or other concerted activity interfering with work at any Employer facility or mobile unit site by any member or

members of the Unit and shall undertake all reasonable means to discourage or terminate any such activity.

Section 4. No employee shall engage in activities which violate this Article. Any employee who violates this Article shall be subject to disciplinary action up to and including discharge.

ARTICLE 34

REPRESENTATION

Section 1. The Employer agrees to recognize a chief steward to be appointed by the Local 459 Executive Board, one (1) steward and one (1) alternate steward each for Lab, Clerical, Distribution and one (1) steward from Muskegon.

The Employer will provide a Union work station (shared with Collections) in Lansing to include a desk, locking file cabinet, phone with voice mail and access to copy machine.

The chief steward will be scheduled for 7.5 hours per month for Union duties and shall not be scheduled for normal work duties during that time but shall be compensated by the Employer. The Union shall notify the Employer sufficiently in advance of the days and times for the Union work so as to best schedule working days.

Section 2. New Member Orientation. The parties agree to jointly participate in a new member orientation program (normally thirty (30) minutes during new employee orientation) which is intended to give the new employees an understanding and first hand knowledge of both parties as well as their rights and responsibilities as an employee of the American Red Cross and a member of OPEIU Local 459.

Section 3. Grievances. Employees may be represented at grievance, arbitration and disciplinary meetings by a steward in accordance with the terms of the Grievance Procedure. The steward shall be paid at straight time for time spent in discipline, grievance or arbitration meetings.

Section 4. Investigations. Any Union steward or alternate shall have the right to leave her/his work for the purpose of investigating grievances and/or representing employee's complaints upon a mutually agreed upon, scheduled time with her/his Direct Supervisor and must return to her/his work area upon completion of the investigation and/or preparing of the grievances. This time spent on such duties shall be considered normal work time.

ARTICLE 35

NEGOTIATIONS

Section 1. This section shall not be deemed to constitute a re-opener to the Agreement but to merely provide a mechanism for the conduct of negotiations with the Employer where negotiations may be specifically and explicitly provided in an Article contained in this Agreement.

Section 2. Employees shall, during the term of this Agreement, be represented in negotiations entered into for the purpose of renewing this Agreement by a bargaining team of four (4) employees from inhouse and one (1) employee from sub-sites from the bargaining unit. These employees shall be released to attend scheduled negotiations and shall be paid for travel time, up to four (4) hours from sub-sites, and lost time up to a maximum of seven and one-half (7.5) hours per day when scheduled for negotiations with the Employer. Time spent in negotiations will not be paid at a premium rate. Bargaining unit members from sub-sites will be provided with a Red Cross vehicle or mileage.

ARTICLE 36

TERMINATION AND WAIVER

Section 1. This Agreement shall be effective as of March 31, 2004, and shall remain in full force and effect for four (4) years through March 30, 2008. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least sixty (60) days prior to the expiration date or any subsequent anniversary date, of a desire to terminate, amend, or revise the Agreement. In the event that such notice is given, negotiations shall begin as soon as reasonably practical.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining, and that the understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 37

JOINT LABOR MANAGEMENT MEETINGS

Section 1. Management and the Union agree that in order to resolve work issues and build a more cohesive relationship, to establish joint labor management meetings. These meetings will consist of one (1) steward or alternate steward from each location and department (or designated representative), Director of Laboratory Operations, Hospital Services Manager, Human Resources Director or designee and OPEIU Service Representative.

Section 2. Meetings will be scheduled for two (2) hours and take place on a quarterly basis to resolve any issues that management or the Union deem necessary.

Section 3. The Union and management may provide each other with an agenda. If agenda(s) are provided, such agenda(s) will be forwarded to each party two (2) weeks prior

to the meetings. Subjects of the meetings may not be limited to the agenda(s) but are not intended to replace or circumvent the process for individual grievances.

Section 4. Meetings will be held at the Lansing Center. The dates and times of such meetings will be set by mutual agreement of the parties and shall be held during regular business hours. Committee members will be paid at regular straight time. Vehicles or mileage reimbursements and travel time will be provided to those traveling.

SIGNATURES

Dated: _____

IN WITNESS WHEREOF, the parties have executed this Agreement by their officers and representatives hereunto duly authorized as of the day and year first written above.

EMPLOYER

Great Lakes Regional Blood Services,
American Red Cross
Lansing, Michigan

William A. Whittington
Director of Human Resources
Representative

Vasuki Johnson
Director of Laboratory Operations

Dwaine Saunders
Manager of Hospital Services

UNION

Office & Professional Employees
International Union (OPEIU)
Local 459

Cindy Dine
Negotiating Team

Dennis Duffey-Nairn
Negotiating Team

Richard Jeeter
Negotiating Team

Kay Leroux
Negotiating Team

Lance Rhines
Service Representative, OPEIU

Phyllis Walker
Negotiating Team

LETTERS OF UNDERSTANDING

- A.** 1. Technical Assistants in Quarantine and Labeling (formerly Lab Aides) shall not be permanently transferred to Components and shall be temporarily transferred to Components only if he/she is the least senior qualified and available employee or most senior qualified bargaining unit employee willing to work.
2. Technical Assistants in Components shall not be permanently transferred to Quarantine and Labeling and shall be temporarily transferred only if he/she is the least senior qualified and available employee or most senior qualified bargaining unit employee willing to work.
- The employer may rotate Technical Assistants (NOT PERMANENTLY TRANSFER) for purposes of maintaining competency.
- B.** For the term of this collective bargaining agreement, in Muskegon, annual leave may be used to augment the annual leave pay to compensate for call-in pay regularly earned by the employee. Said employee shall notify the Employer of said desire at least fourteen (14) calendar days prior to the requested leave. (3-31-01)
- C.** As issues unforeseen to the Petoskey unit may arise, the Union and employer agree to discuss and bargain these matters during the life of this collective bargaining agreement.
- D.** The Union and employer agree to enhance the Employee Assistance Plan (EAP) with representatives appointed by the Union.
- E.** Although identified as clerical employees in Article 15, the Union and employer agree that telerecruiters, Donor Records Specialists and Record Management Specialists will use the non-clerical scale for purposes of computing shift differential for the term of this agreement.
- F.** Where it appears in the body of this agreement, Domestic Partner is defined as co-habitation in a relationship analogous to marriage for a minimum of six (6) months.
- G.** The base pay rate for telerecruiters will be increased by \$0.25 per hour and the base pay rate for custodians will be increased by \$0.50 per hour prior to the wage scale increase in the first year.