

Agreement

between

Great Lakes Region  
American Red Cross  
Collections Unit

and

Office & Professional Employees  
International Union  
Local 459, AFL-CIO

December 2, 2017 - March 31,  
2020

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This Agreement, made this 2<sup>nd</sup> day of December, 2017, between the Great Lakes Blood Services Region, American Red Cross (hereinafter called "Blood Services" or the "Employer") and the Office & Professional Employees International Union, Local 459, AFL-CIO (hereinafter called the "Union").

**ARTICLE 1**

**RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative of all full-time, part-time and per diem Donor Services staff employed by the Employer out of its Lansing (1800 E. Grand River Ave., Lansing MI 48912), Kalamazoo (5640 Venture Ct., Kalamazoo, MI 49009), Muskegon (313 W. Webster Ave., Muskegon MI 49440), Flint (1401 S. Grand Traverse St., Flint, MI 48503) and Petoskey (2350 Mitchell Park Drive, Petoskey, MI 49770) facilities; but excluding donor services staff already represented by another labor organization or another OPEIU 459 Labor Agreement, confidential employees, technical employees, guards, supervisors within the meaning of the Act, and all other employees.

**ARTICLE 2**

**INTENT OF AGREEMENT**

The Employer and its employees covered hereby have the responsibility and obligation to provide a continuous program of vital services essential to the health, safety, and welfare of the citizens they serve. The intent of this Agreement is to assure that these services are rendered safely, efficiently, with high professional standards of donor care, without interferences or interruption, and to establish, promote and improve harmonious relationships between the Employer and its Donor Services staff covered hereunder by setting forth the terms and conditions of employment of employees covered by the Agreement, and by providing a peaceful means for the adjustment of all differences arising under this Agreement between the Employer and its employees covered hereunder.

In recognition of the special mission of the Red Cross, the Employer and the Donor Services staff covered hereunder agree to conduct themselves in a manner consistent with the statement of intent set forth above.

**ARTICLE 3**

**NONDISCRIMINATION**

The Employer and the Union agree not to discriminate against any individual with respect to any term or condition of employment nor limit segregate or classify employees in any way to deprive any individual employee of employment opportunities because of such individual's race, color, religion, sex, national origin, disability, veterans status, sexual preference or orientation, gender identity, genetic information (consistent with the Genetic Information Nondiscrimination ACT (GINA)), age, and any other legally protected group or class. Nothing in this Agreement shall be interpreted to deny any employee his/her ability to raise statutory discrimination claims through applicable court

or administrative proceedings.

## ARTICLE 4

### UNION SECURITY

**Section 1.** In the event that Michigan Public Act 348 is declared invalid, or is repealed or modified by the Michigan state legislature or by a federal court or an act of Congress, so as to render lawful the union security provisions contained in the prior collective bargaining agreement between the Employer and the Union, the parties agree that such prior provisions will take immediate force and effect to the fullest extent permitted by law.

**Section 2.** The Employer shall provide to the Union by the tenth (10th) of each month the name, address, telephone number, classification, date of hire and rate of pay of all new employees and the names of all terminated employees. Within thirty (30) days of the signing of this Agreement, and annually thereafter, the Employer shall provide from its personnel files a Master List of all employees including name, address, telephone number, classification, date of hire and rate of pay.

**Section 3. Check Off.** The Employer agrees to deduct bi-weekly from the wages of all employees, who have so authorized, all uniformly assessed membership dues, initiation fees, and contributions as provided in a written authorization executed by the employee in accordance with the standard form provided by the Union. These written authorizations shall be effective and irrevocable for a period of one (1) year from date hereof or up to the termination date of this Agreement, whichever is sooner. These authorizations shall continue in full force and effect for yearly periods beyond the irrevocable period above and each subsequent yearly period shall be similarly irrevocable unless revoked by written notice given not more than ten (10) days prior to the expiration of any irrevocable period. Such revocation shall be by written notice by certified mail to both the Employer and the Union. The Employer will remit to the Union such deductions monthly, not later than the 25<sup>th</sup> day of the calendar month in which such deductions are made.

Such dues will be authorized, levied and certified in accordance with the Constitution and Bylaws of the Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amount of the Union uniformly assessed membership dues.

The payroll deduction will be limited solely to Union membership dues, initiation fees, and fees uniformly assessed and will not include fines, delinquent dues, or other Union financial levies. All problems and disputes regarding amounts certified by the Union to be deducted under this clause and the correctness thereof, shall be between the employee and the Union except for the delinquent dues held back by the Employer or where the Employer is at fault.

**Section 4. Indemnification.** The Union shall indemnify and hold the Employer harmless against inadvertent administrative errors of the Union and any and all claims, demands, suits, or other forms of liability (including costs and attorney's fees) that shall arise out of or by reason of action taken by or not taken by the Employer's reliance upon the amounts certified and certified

authorization forms, in regard to failure to pay such dues or service fees or authorization for check-off to be furnished to the Employer by the Union.

## ARTICLE 5

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

**Section 1.** Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vest exclusively in the Employer, 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; 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.

**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 regulation with a representative of the Union, which are not technical in nature at least thirty (30) days 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.

**Section 3.** During the term of this Agreement, the Employer's occasional inadvertent failure to exercise or inconsistent exercise, of any right, prerogative or function reserved to it in Section 1, above, shall not constitute a waiver of the Employer's right to exercise such right in the future in a manner consistent with, and provided by, the terms of this Agreement.

## ARTICLE 6

### REPRESENTATION

**Section 1. Stewards.** The Employer agrees to recognize one (1) chief steward for the Region (who shall also serve as steward for his/her location), one (1) steward and one (1) alternate steward from Kalamazoo, Muskegon, Flint, Petoskey, Lansing and one (1) MUA steward from Flint or Petoskey.

The chief steward will be scheduled two (2) days per month for union duties and shall not be scheduled for drives on those days but shall be compensated by the Employer. The chief steward may, at his/her discretion, work out of the Lansing Union work station one (1) day per month.

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

The Union will make every effort to notify the Employer two (2) weeks 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, investigatory meetings which have the potential to result in discipline, and disciplinary meetings, by a steward in accordance with the terms of the Grievance Procedure. One steward shall be paid at straight time for time spent in investigatory, discipline, grievance or arbitration meetings.

**Section 4. Investigations.** The Union steward may be allowed to leave his/her work area without pay in order to investigate and prepare grievances. The Union steward must obtain the approval of his/her supervisor before leaving the work area to investigate or prepare a grievance, and must return to his/her work area promptly upon completion of the investigation and/or preparing of the grievances. Supervisory approval shall not be unreasonably denied.

**Section 5. Union Classes.** One (1) steward from each team shall be scheduled so as not to interfere with attendance at Union classes or other Union business. Said classes or Union business shall be unpaid leave time and shall be no more than two (2) days a year, one (1) day in any one (1) work week.

**Section 6. Discipline.** In compliance with Weingarten rights, any employee called for the purpose of discussing disciplinary action or discussing counseling which may reasonably lead to discipline shall be advised of the right to have his/her steward or an alternate present. Where the employee wishes such representation, the conferences shall not be held without his/her steward or an alternate present.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

**Section 1.** For the purpose of the Agreement, the term "grievance" is defined as all complaints, disputes or controversies, arising between the parties during the term of this Agreement involving questions of interpretation and/or application of any provision of this Agreement. If such grievance should arise, the following procedure shall be observed:

**Step 1.** An employee or employees having a grievance shall present it in writing or have the steward present it in writing on their behalf to the responsible Supervisor for the employee within fifteen (15) working days after the facts or circumstances giving rise to such grievance occurred or became known to or should have been known by the employee, or it shall be waived. The Employer's written answer shall be given to the employee within ten (10) working days thereafter. The parties agree that the provisions of Section 2 notwithstanding, there shall be no more than one (1) extension of time for either the filing of the grievance, or for the Employer's Step 1 written answer. Informal verbal grievances shall not be precluded by this Step, but in no event shall a verbal grievance extend the time limits set forth above.

**Step 2.** If satisfactory settlement is not reached, the grievance shall be presented to the Director of Collections or designee within five (5) working days

of the Step One (1) answer. If requested by the steward, the Director of Collections or designee shall meet within ten (10) working days with the grievant to discuss the grievance and respond in writing to the grievant and steward within five (5) working days from the date of the meeting, or if no meeting has been requested within five (5) working days of the Step Two (2) appeal. The Step 2 response must have the concurrence of the Director of Collections, which shall not increase the time line of the Step 2 response.

**Step 3.** If the grievance is not satisfactorily adjusted in Step 2, the grievance shall, within five (5) working days of the answer of the Director of Collections or his/her designee:

- (1) Be appealed in writing, dated and signed, by the aggrieved employee or employees involved and
- (2) Be presented to the Human Resources Advisor or their designee within said five (5) day period. It shall therefore be discussed at a meeting with the Human Resources Advisor or their designee and representatives of the Union for the purpose of attempting to resolve the grievance. Such meeting shall be held as soon as reasonably possible but shall preferably be scheduled ten (10) working days after receipt of the written appeal to Step 3, and in no event more than thirty (30) calendar days from the written appeal. A written answer shall be given by the Employer to the Union within ten (10) working days. In the event the employer fails to meet with the Union and/or answer the grievance within the above referenced timelines, the Union may appeal 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 within forty-five (45) days after the answer is given in Step 3.

**Section 2.** The time limits governing the grievant and/or Union contained herein shall be deemed final, and 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 unless said time limits are waived by the Human Resources Advisor in writing. Any failure by the Employer to adhere to its time limits shall automatically move the grievance to the next step. Time limits contained in this Article may be extended by mutual agreement of the parties.

If the employee desires to have her steward present at either Step 2 or 3, the Employer will pay one (1) steward for any scheduled hours attending such meetings.

**Section 3. Arbitration.**

**A.** When arbitration is duly and timely requested under Step 4 of Section 1 above, it shall be referred to an impartial arbitrator for disposition. The arbitrator shall be selected by the parties from a list to be supplied by the Federal Mediation and Conciliation Services. If the parties are unable to mutually agree upon an arbitrator from the first list offered, either party may request no more than one (1) additional list of seven (7) arbitrators.

Immediately after receipt of the second list of arbitrators, the parties

shall confer and select an arbitrator by means of alternately striking the names from the list until one (1) remains who shall be the arbitrator. The order of striking shall be determined by a coin toss, the winner of said toss to choose whether it will strike first or second.

- B.** All grievances referred to arbitration shall be heard, processed and decided by the arbitrator pursuant to the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Services then in effect. Should there be a conflict between said Rules and any provisions of this Agreement, this Agreement shall govern.
- C.** The arbitrator shall have full authority to decide the issues in dispute, except that he/she shall not have authority to add to, modify, or subtract from the provisions of this Agreement. The decision and award shall be final and binding on all parties.
- D.** Fees and expenses of the arbitrator shall be borne equally by the parties; provided that if in the course of the Grievance Procedure the Employer failed to give its answer at either Step 1, Step 2 or Step 3 within the time limits provided above, the Employer shall pay seventy-five percent (75%) of the fees and expenses of the arbitrator, and if the Employer has failed to give its answers at all Steps within the time limits provided above, the Employer shall pay one hundred percent (100%) of the fees and expenses of the arbitrator.
- E.** If either party after due written notice of the date and time thereof should fail to appear and present its case or defense in an arbitration hearing as scheduled, the arbitrator is authorized to hear and decide the case on the basis of any evidence presented.
- F.** No arbitrator shall have any right or authority to issue any decision or decisions awarding back pay prior to two (2) pay periods commencing just before the date the grievance was first brought to the attention of the supervisor under Step 1 of Section 1 above, except for clerical mistakes on wage claims for which there shall be no limit.
- G.** All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less any interim earnings received from other employment obtained by the employee in lieu of working for the Employer, but not to exceed the number of hours the employee would have worked for the Employer during the same period.
- H.** As used in this Article, "working days" shall be Monday through and including Friday, excluding the holidays set forth in Article 29.
- I.** All grievances arising from terminations shall be submitted at Step 3 of Section 1 of this Article, above.
- J.** Grievances concerning a group of employees or the bargaining unit as a whole may be submitted at Step 2 of Section 1 of this Article, above.
- K.** Exclusions from arbitration matters respecting the provisions of the insurance coverage that are subject to a claims review procedure are not subject to arbitration under this Agreement.

## ARTICLE 8

### WORK STOPPAGES AND LOCKOUTS

**Section 1.** During the term of this Agreement, the Union, its officers, and agents, and employees covered by this Agreement shall not engage in, authorize, cause, assist, or ratify any strikes, picketing, work stoppages, or other interference with work either by the Union or by an employee.

**Section 2.** The failure of any employee to cross a lawful picket line shall not be deemed to be a violation of this Article. The failure of any employee to cross an unlawful picket line established at any of the Employer's facilities or sponsor locations at the time of a blood drive is a violation of this Article provided that such employees need not cross where they both believe and have reasonable cause to believe that their personal safety would be endangered thereby.

Wherever a mobile unit encounters a picket line established at a mobile unit site, and no Supervisor is present, the Charge shall seek permission to cross the picket line from the striker's representative or leader at the site. If permission is granted, the operation shall take place as scheduled. If permission is denied, this shall be reported to the Director of Collections, who shall determine whether the operation shall be moved or cancelled.

**Section 3.** 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.

**Section 4.** In the event of an employee's refusal to cross any picket line, the Employer may use volunteers and other employees to do the work involved.

**Section 5.** The Union shall not sanction, aid or abet, encourage, ratify or continue any strike, picketing, work stoppage or slowdown, or other concerted activity interfering with work at any Employer facility or mobile site by any member or members of the bargaining unit and shall undertake reasonable means to discourage or terminate any such activity, including advising employees and/or union officers or agents at the site of such activity that the work stoppage or other activity is prohibited by this Agreement, and directing the participants to discontinue such activity and return to work.

**Section 6.** In consideration of the Union's commitment set forth in this Article, the Employer shall not either fully or partially lock out bargaining unit employees during the term of this Agreement.

**Section 7.** No benefits are accrued or paid while an employee is on a work stoppage or strike.

## ARTICLE 9

### BARGAINING UNIT WORK

No Employer personnel outside of the bargaining unit may perform duties regularly assigned to employees, except as follows:

**Section 1.** Management personnel may perform bargaining unit work from time to time, including for the following reasons:

- a. When required for the training, re-training, or coaching of bargaining unit employees;
- b. When necessary to provide bargaining unit employees their breaks and meal periods;
- c. When necessitated by unforeseen circumstances, donor surges, employee absences, or in cases of emergency.

Managers and Supervisors shall perform the duties Head Nurses performed prior to October 1, 1986,

**Section 2.** Volunteers may be used to perform any non-regulated task for which the volunteer(s) have been trained, provided that no bargaining unit employee is currently laid off, or suffers a reduction in work hours, reduction in overtime opportunities, or is laid off or displaced as a result.

**Section 3.** Inter-regional bloodmobile programs may be established using combined staff from the Great Lakes Region and the other region involved as long as such programs do not result in loss of work or hours for bargaining unit employees. Volunteers will be sought to work prior to assigning any employee to such a program. Prior to such a program taking place, the Employer will meet and discuss with the Union. Such programs cannot be held more than twice per quarter unless by mutual agreement between the Union and Employer.

## **ARTICLE 10**

### **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 (Flint, Kalamazoo, Lansing, Muskegon and Petoskey) and OPEIU MUA Flint or Petoskey steward (or designated representative), Director of Collections, assigned Collections Supervisors or designees, Human Resources Advisor 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 chief steward of Collections and the Collections Director 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.** Meeting sites may, at the discretion of the Employer, be rotated to all five (5) areas. 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

reimbursement will be provided to those traveling, and lodging for travel distances exceeding one hundred (100) miles one way/two hundred (200) miles round trip will be authorized under the terms of the Red Cross travel policy.

## ARTICLE 11

### DISCIPLINE AND DISCHARGE

**Section 1.** No seniority employee shall be discharged, demoted or otherwise disciplined without just cause. Probationary employees shall not be disciplined (exclusive of discharge) without just cause, but may be discharged for any reasons whatsoever without recourse to the grievance procedure. The Union shall be notified of disciplinary conferences, demotions or discharges prior to such action being taken, where reasonably possible. A copy of the original disciplinary action will be provided to the Union unless the employee requests in writing that the Union not receive the specifics. In such instance the Union will receive a notice stating only the level of discipline and the employee involved.

No seniority employee shall be discharged, demoted or disciplined based on discipline issued twelve (12) months or more prior to the occurrence upon which disciplinary action is taken, except in the case of repeated conduct of the same nature demonstrating a habit pattern in which case the time period for reliance on prior discipline shall be extended to twenty-four (24) months.

**Section 2.** Except in the case of serious conduct, discipline shall be progressive, and of a corrective nature rather than punitive. Disciplinary measures which include verbal warnings, written warnings, suspension, demotion or discharge are subject to the grievance procedure. 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, in which case, the discipline shall be issued within twenty (20) working days. If the Employer is still investigating, the employee shall be notified that an investigation is ongoing and give the nature of the investigation and its expected duration. The parties may mutually agree to extend the time for issuance of discipline.

**Section 3.** The provisions of the Agreement and of all applicable work rules or policies adopted by the Employer shall be applied to all employees in the same manner and without disparate treatment or discrimination.

**Section 4.** Any employee and her steward may look at and receive copies of all documents in her personnel file (with the exception of references) at reasonable times in the Human Resources Office and in the presence of the Human Resources Advisor or designee. Where written materials are utilized as the basis for employee discipline, only those written materials which are available for inspection by the employee in the personnel file shall be so utilized.

**Section 5.** To maintain a professional working environment focused on quality customer service, disciplinary issues will be discussed only in private and, whenever possible, after the last donor has left the site.

## ARTICLE 12

## SENIORITY

**Section 1. Probationary Period.** All new regular full-time, regular part-time and per diem employees shall be required to serve a probationary period of 180 calendar days during which time the Employer retains the sole right to terminate such employees with or without just cause. Upon completion of the 180 calendar day probationary period, the employee's seniority shall accrue from the date of hire. There shall be no seniority among probationary employees.

**Section 2. Probationary Employees.** The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as prescribed under the terms of this Agreement, except matters which involve discipline or employment termination for other than Union activity.

**Section 3. Probationary Period Extension.** The probationary period of a given employee may be extended at the discretion of the Employer for an additional sixty (60) days. Any further extensions shall be by mutual agreement.

**Section 4. Seniority List.** The Employer shall provide a seniority list for each job classification containing the names and addresses of employees, date of hire and job titles upon request of the Union but not more frequently than every ninety (90) days. The seniority list provided for each classification shall be deemed to be accurate and binding upon the Union, Employer and bargaining unit employees unless the Union files a written objection within thirty (30) days of the date posted. Any dispute regarding the accuracy of a seniority list shall be subject to the grievance procedure.

**Section 5. Job Classifications.** Seniority within a job classification shall be extended within the following job classifications established by the Employer:

- a) Technician III Collections
- b) Collections Specialist II
- c) Technician II CDL Collections
- d) Technician I Collections
- e) Mobile Unit Assistant I
- f) Mobile Unit Assistant II
- g) Apheresis Technician

**Section 6. Tie Breakers.** When two or more employees have the same original date of hire, seniority shall be determined as follows: high seniority for employees with the same original date of hire shall be determined by the highest last four digits of the Social Security number.

## ARTICLE 13

### PERMANENT TRANSFERS

**Section 1. Permanent Transfers.** Whenever an opening occurs in any classification which management intends to fill, it shall be posted by job title and location at each bargaining unit work site for at least seven (7) working days prior to filling such position. All employees covered by this Agreement who wish to bid shall file bids in writing with the Human Resource Office for such position within the posting period for such position.

**Section 2. Vacancies Outside Bargaining Unit.** Open positions outside of the bargaining unit shall be posted by job titles and may be filled by any means, including outside hiring, at the absolute discretion of the Employer. Any employee promoted to a position with the Employer outside of the bargaining unit and who remains employed shall retain seniority in the Unit for a period of six (6) calendar months, should he/she be transferred back thereto by the Employer or should the employee elect by written notice to the Employer to return during said period. While employed outside the bargaining unit the Employee has no rights under the bargaining agreement.

**Section 3. Vacancies Within the Bargaining Unit.** Openings within the bargaining unit shall be posted by job title. Seniority will govern in granting lateral transfers within the bargaining unit. Openings to full-time positions shall also be based upon availability for overnight scheduling. Probationary employees may not bid on open positions until they have achieved seniority status. In the filling of vacancies for promotions/transfers, preference shall be given to the most senior applicant provided said applicant possesses the minimum qualifications to perform the work. However, 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. If no qualified and available employee timely bids, the Employer may hire from outside. A list of all current vacancies may be accessed by the Exchange or the Red Cross intranet site.

**Section 4. Notification to Bidders.** Successful bidders shall be notified within seven (7) working days of their being awarded the job and shall be transferred to their new position with reasonable promptness.

**Section 5. Posting for Other Red Cross Opportunities.** In addition, staff may view National Red Cross list of available jobs at each work site on the Exchange or the public Red Cross web site.

## **ARTICLE 14**

### **EMPLOYEE STATUS**

#### **Section 1. Classification of Employees.**

**A.** Employees shall be classified as follows:

- \* Technician III Collections
  - \* Collections Specialist II
  - \* Technician II CDL Collections
  - \* Technician I Collections
  - \* Mobile Unit Assistant I
  - \* Mobile Unit Assistant II
  - \* Apheresis Technician
1. Non-licensed staff will hire into the Technician I or Technician III Collections classification.
  2. RNs and LPNs will hire into the Collections Specialist II.
  3. Newly promoted Collections Specialist II employees will be eligible to take Charge assignments at management discretion.

4. An employee promoted from one level to another shall be paid commensurate with her/his seniority.
5. The Employer may establish other classifications in the bargaining unit from time to time but agrees to negotiate the wage rate therefore. If the parties are unable to agree on the wage rate, same shall be submitted to Step 3 of the Grievance Procedure, Article 7.

**Section 2. Definition of Full-time** Employees who are normally scheduled by the Employer to work thirty-seven and one half (37.5) hours per week shall be classified as full-time employees. All full-time employees must work the days, hours and schedules as determined by the Employer. Full-time employees are required to be available for overnight scheduling.

**Section 3. Definition of Part-time** Part-time employees are those who are normally scheduled between twenty (20) and thirty-four (34) hours per week. All part-time employees must work the days, hours and schedules as determined by the Employer. Part-time employees are not required to be available for overnight scheduling. Part-time employees may be scheduled outside of these hours except when the employee gives the employer a fourteen (14) calendar day advance, written notice of his/her preference not to work outside of these hours (i.e., more than thirty-four (34) hours in a workweek).

**Section 4. Definition of Per Diem** Per Diem employees are those who are normally scheduled by the Employer to work less than twenty (20) hours in a week. Per Diem employees shall be required to notify the scheduling coordinator on the 3rd day of each month of the days they will be available to work during the following month.

**Section 5. Conversion from Part-time to Full-time** If a part-time employee works an average of thirty-seven and one-half (37.5) hours or more per week within the prior six (6) month period that employee will be converted to full-time employment status. Should the employee then work less than an average of thirty-seven and one-half (37.5) or more hours per week within a six (6) month time period, the employee will revert to part-time status.

Insurances shall not be retroactive but shall begin at the next available enrollment dates consistent with the Employer's practices and the rules of the carrier.

## **ARTICLE 15**

### **LAYOFFS**

**Section 1. 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 layoff; and if any do, they shall be laid off from work and shall not be recalled until there is an opening in the classification from which they have volunteered to be laid off. If less than enough employees volunteer for the layoffs from any classification, then the layoffs shall be made as provided in the following paragraph, but no such employee shall be laid off without 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 the need for the layoff more than two (2) weeks before

same, the Employer will give as much advance notice as it reasonably can. In emergency layoffs, no employee canvassing shall be required.

When layoffs become necessary in any classification, probationary, temporary part-time, and temporary full-time, and per-diem employees shall be laid off first in the foregoing order, then part-time employees shall be laid off next, then full-time employees. In the event of layoff, Registered Nurses hired prior to 10/01/89 will be the last employees laid off in the unit.

Layoffs in each classification shall be in the reverse order of the seniority of those in the classification. Any part-time employee within a classification may elect to displace a more junior full-time employee within that classification rather than be laid off from work but must work the same hours and overnights. For purpose of determining whether there shall be a displacement of a full-time employee only, the following test shall apply. The hours actually worked by the part-time and full-time employees for the twelve (12) preceding calendar months shall be multiplied times the total number of months worked for the Employer by each such employee. Recalls shall be in the reverse order of the layoffs in each classification, including part-time employees who have elected to displace full-time employees to avoid the layoff.

## ARTICLE 16

### LOSS OF SENIORITY

**Section 1. Loss of Seniority.** An employee shall lose all seniority rights for any of the following reasons:

- A. The employee quits. While such employee has no recall rights thereafter, if the Employer re-employs this employee within six (6) months after her/his quit, her/his original date of hire seniority shall be reinstated, but she/he shall be placed in the classification for which hired.
- B. The employee is discharged for cause.
- C. The employee does not return in accordance with a notice of recall within seven (7) calendar days of receipt of the notice of recall or delivery to the last known address of the employee with proof of delivery.
- D. 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 returning, said delay in any event not to exceed seven (7) calendar days. Upon an excuse acceptable to the Employer, this period may be extended, at the Employer's discretion.
- E. The employee retires.
- F. The employee is promoted 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.
- G. The employee is absent from work for a period of eighteen (18) consecutive months for any reason, and the Employer has sent the employee notice that it is terminating the employee.

**Section 2. Termination.** An employee will make every effort to give three (3) weeks advance notice of termination. However, there shall be no loss of benefits with two (2) weeks notice given.

## ARTICLE 17

### COMPENSATION AND HOURS

**Section 1. Travel Time.** Paid travel time shall be paid from the Center to the Unit and from the Unit to the Center; and from the motel to the Unit and the Unit to the motel. All travel time shall be calculated and noted based on the actual time (hours and minutes) taken to travel. Meal time, which is unpaid, shall be excluded from travel time. One fifteen (15) minute paid rest time during each two (2) hours worked is not applicable to travel time.

**Section 2. Rest Periods.** Each employee shall receive a fifteen (15) minute paid rest time during each two (2) hours worked. The Charge or Supervisor may choose not to start breaks until after the first fifteen (15) minutes of the program.

**Section 3. Premium Pay.**

**A. Overtime Premium.** Time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours per week. Hours 'worked' shall not include hours which are paid but are not worked including, but not limited to, holidays, PTO (paid time off), bereavement leave, jury duty.

**B. 1. Weekend Premium.** The weekend premium shall be:

Shift from 6 AM to 6 PM	\$1.25 per hour worked
Shift from 6 PM to Midnight	\$2.00 per hour worked
Shift from Midnight to 6 AM	\$2.50 per hour worked

The weekend premium shall begin at 6 PM on Friday and end at 6 AM on Monday.

**2. Holiday Premium.** The holiday premium to be paid for work performed on the designated holidays shall be time and one-half (1.5X) at the employee's regular straight-time rate of pay for all hours worked on either the actual or the observed holiday. Should an employee work both the actual calendar holiday and the observed designated holiday, the employee will receive time and one-half (1.5X) for hours worked on the observed holiday only.

**C. Computing Premium Pay.** Only actual work time shall be considered for the purpose of computing premium pay. Paid time not worked (e.g., PTO, bereavement, jury duty, holiday pay) shall not be counted for any purpose in computing overtime or premium pay. For the purpose of computing overtime premium pay, the work week shall begin Saturday at 12:01 and end the following Friday at midnight.

**D. Definition of Work Time.** Work time includes blood collection hours, scheduled breakdowns during hours of collections, set up and breakdown time, break time, travel time, and Employer required meetings.

**E. No Pyramiding of Premium Pay.** Premium payments required to be made under this agreement for weekly overtime hours, or for work on Saturday, Sunday or a holiday, shall not be duplicated for the same hours of work. Not more than one premium payment, at the highest applicable rate, shall be made for any single hour of work in those categories.

**Section 4. Reporting Pay.** Any employee who reports for work shall receive a minimum of three (3) hours work at that time or pay in lieu of work. If sent home, he/she will not be called back before his/her next scheduled day except for emergencies.

Assigned meetings or required in-services shall not be covered by this minimum; however, the Collection Supervisor may approve employee requests to work and be paid for up to three (3) hours. If an employee is scheduled for a blood drive on the same day as a meeting/in-service, and the leave time is one (1) hour or less between the end of the meeting/in-service and scheduled departure time for the blood drive, the employee will receive regular pay for this time. Training and staff meetings may be considered / deemed mandatory at the discretion of the Employer.

**Section 5. On-Call Pay.** An employee assigned to an "on-call status" by the Director of Collections or her designee where no volunteers are available shall be paid ten dollars (\$10.00) per day for Monday through Thursday, and fifteen dollars (\$15.00) per day for Friday through Sunday and Holidays. If he/she is not at home, he/she must leave a phone number where he/she can be reached. If the Employer provides a beeper for an "on call status" employee, he/she must take the beeper and not leave the reception area for the beeper. It shall be the responsibility of an employee wearing a beeper to pick up and return the beeper to the Center as soon as reasonably possible at the beginning and end of his/her "on-call status" duty respectively.

**Section 6. Call Back.** Employees who are called in to work, outside of their normal work schedule for that day/week will be compensated with a minimum of three (3) hours of regular straight time pay or their actual hours worked, whichever is greater. Any hours paid that are not the result of actually working will not count towards an employee's forty (40) hour overtime threshold.

**Section 7. Guaranteed Hours.** All full-time employees hired before October 1, 1989, shall be guaranteed forty (40) hours work or pay per week, except for periods covered by annual and granted leaves of absence. All full-time employees hired after September 30, 1989, shall be guaranteed thirty-seven and one-half (37-1/2) hours work or pay per week, which shall be defined as the period of Monday through Friday, except for periods covered by annual and granted leaves of absence. All part-time employees who similarly hold themselves out and report for work shall be guaranteed twenty (20) hours. In addition, 33% of these part-time employees, by seniority, may request a guarantee of three days. The part-time Registered Nurses hired prior to September 30, 1989, who have a personal minimum schedule requirement shall retain their minimum guarantee.

**Section 8. Additional Responsibilities.**

**A.** An employee performing as an instructor, trainer or doing on the job training shall receive \$1.25 per hour at a half day minimum (for example, 1 to 4 hours will receive 4 hours pay of \$1.25 per hour and greater than 4

hour hours will receive the premium for all hours worked that day).

- B. Any employee temporarily assigned to work in a higher classification in the unit shall receive the rate of pay of that classification for all hours worked that day in that classification.

**Section 9. Mileage.** Any employee required to drive their personal automobile for business purposes shall receive paid mileage according to IRS guidelines in effect at that time.

**Section 10. Meal Voucher and Overnight Compensation.** Eligibility for paid meals will be in accordance with the Red Cross Travel Policy and all requests for reimbursement for meals will be governed by the terms and conditions of the Travel Policy. The Red Cross retains the discretion to change, modify or otherwise alter any term or provision of the Travel Policy.

**Section 11. Uniform Allowance and Dress Code.** Management and the Union agree on the importance of promoting professionalism in the work environment and proud sponsorship of the American Red Cross. Therefore, the following dress code:

MUAs: A uniform shall be defined as black or navy blue non-denim pants, short or long sleeve collared shirt or any Red Cross logo polo shirt, and black or brown shoes or boots.

Annual allowance shall be \$100.00 for full-time MUAs and \$50.00 for part-time and per-diem MUAs.

Collections and Apheresis staff: Collections and Apheresis employees will be provided scrub uniforms according to the Collections Staff Scrub program. At such time as the Collections Staff Scrub program is implemented in the Great Lakes Region, employees who work more than twenty (20) hours per week will receive a \$78.30 per year credit to purchase the ARC designated scrub uniform through the approved on-line vendor (UniFirst). Employees who work less than twenty (20) hours per week will receive an annual credit of \$41.90.

The Employer will provide all protective garments required by regulation and laundry service for such garments required by regulation at no cost to the employee. Such garments are considered property of the Employer.

**Section 12. Expenses.** Employees shall be reimbursed for supplies which are purchased for the mobile unit sites or for Red Cross vehicles or for emergency Red Cross related expenses if itemized for authorized expenses on the field voucher and presented to the Employer.

**Section 13. Mentoring.** An employee performing mentoring (to be referred to as OJI - On the Job Instruction) shall receive one dollar twenty-five cents (\$1.25) per hour at a half day minimum (for example, 1 to 4 hours will receive 4 hours pay of \$1.25 per hour and greater than 4 hour hours will receive the premium for all hours worked that day).

**Section 14. Charge Premium.** An employee performing the Charge duties shall be compensated at the rate of two dollars and fifty cents (\$2.50) for each hour worked as a Charge. This will be paid in addition to any other shift or weekend premiums.

**Section 15. Trainer Pay.** An employee performing training (to be referred to as OJI - On the Job Instruction) shall receive one dollar twenty-five cents (\$1.25) per hour at a half day minimum (for example, 1 to 4 hours will receive 4 hours pay of \$1.25 per hour and greater than 4 hour hours will receive the premium for all hours worked that day).

**Section 16. Double Red Cell Compensation.** An employee (other than Collections Technician IIIs) collecting double red cell shall be compensated at the rate of one dollar fifty cents (\$1.50) per hour. The premium will apply to all hours an employee works on that day provided the double red cell equipment is utilized for donor collection and will be paid in addition to any shift of weekend differentials.

## **ARTICLE 18**

### **SCHEDULING AND ASSIGNMENTS**

#### **Section 1. General Scheduling and Assignments.**

**A. Posting of Schedules.** Schedules shall be posted in the employees' meeting area two (2) weeks prior to the first working date of the schedule. Each schedule posted shall be for one (1) week at a time. The posted schedule will include leaving and return times as well as goal, location and length of program. Each employee will be issued a copy of the new schedule at the same time as it is posted.

The Employer will confirm the following information one (1) week in advance of the date of the scheduled program:

1. Location
2. Program hours
3. Goals

Based on this information an updated schedule will be posted. Open programs without a definitive lead will be canceled. Pending but unconfirmed programs will be posted with expected information, and so noted on the schedule. Changes to location and program hours, barring unusual circumstances as determined by management's sole discretion, should not occur. Nothing herein shall preclude Management from managing resources to maximum collection goals.

The Employer may make assignment changes after the schedule is posted, whenever for good cause it becomes necessary. However, the Employer shall notify each employee so changed verbally if the change is for the next day or if the change is not for the next day but the employee is not scheduled to be at the center or work subsequent to the posting of the change.

**B.** With the concurrence of the Employer, employees may exchange assignments with other employees. Any such request should be submitted in writing not later than one (1) week prior to the first assignment affected. In unusual or emergency circumstances the Employer may grant requests with less than one (1) week notice.

**C.** Requests by employees for particular days off or for particular programs shall be furnished in writing to the Employer by Monday of the work week

preceding the Monday when the schedule involved is to have been posted, and will be given consideration as scheduling permits. Prior to giving consideration for requests the Employer may request reasons for multiple program requests or pattern requests. In unusual or emergency circumstances the Employer may grant requests with less than the required notice.

- D. Loading, unloading, set-up and tear-down time for a drive will be subject to the 45-45-45 operational guideline including the times allocated for each function. If a situation develops on a bloodmobile which results in staff working additional time, the staff will be credited with the additional time by the Supervisor/Charge on the operation record. The Supervisor/Charge will document the reason the additional time was necessary on the operation record.
- E. The Employer shall schedule programs so as to provide at least ten (10) hours between the normal expected arrival time back at the center or motel, (as the case may be), and the employee's scheduled departure time the next day, except in the case of emergency. This is a scheduling requirement only and shall not be used to relieve employees of their duty to depart for a program as scheduled even if, in actuality, they turn out to have less than ten (10) hours between times. The term "normal expected arrival time" shall mean the hour derived as follows: the scheduled end of a program, plus no less than fifteen (15) minute breakdown time, plus thirty (30) minutes unpaid meal time if the scheduled hours of work are in excess of six (6) hours and thirty (30) minutes plus scheduled travel time.
- F. **Overnight Scheduling.** The Employer shall rotate overnight programs and multiple-overnight programs as evenly as is reasonably possible, among full-time employees. Full-time employees may volunteer for extra overnights. Full-time employees shall normally work only two (2) one-night overnights a month or their equivalent and shall not be required to work more than three (3) such overnights per month unless such restriction would force a cancellation of scheduled blood drives. Part-time employees may volunteer for overnights. Employees may return home instead of working overnight. In such cases, the employee will be paid scheduled travel time only which is defined as one trip to and from the program site.

Upon request, individual employees scheduled for an early morning leave time (before 5:00 a.m.) or late ending time (after 12:00 midnight) may be granted the option of overnight scheduling. Any overnights not scheduled by the Employer and requested by the employee shall be considered voluntary and shall not be counted toward the maximum overnights above.

The Union waives the scheduling restriction between programs thus permitting the employee to perform other scheduled assignments on the day employee departs for an overnight. Employees who do not work on the day they depart for an overnight will receive the overnight allowance consistent with Red Cross travel policies.

Any employee who opts not to stay on an overnight will be responsible for their own transportation to and from the program, if it would require use of extra employer vehicles.

Employees who opt for an overnight must notify the Donor Services Office one (1) week (five [5] working days) prior to the actual date of the

bloodmobile. Such notification is required for scheduling purposes. When a Collection staff schedule is changed with less than five (5) days' notice, the above requirement shall be waived.

G. Employees shall be allowed no more than one requested day off per week.

H. **Weekend Scheduling.** Volunteers shall be sought for weekend schedules. Employees wishing to volunteer for weekend work will sign up with the Scheduling Coordinator. Employees will sign up for specific Saturdays and specific Sundays. Sign up will be done no less than one month prior to the quarter being scheduled with the exception of add-on drives.

If more than one (1) employee volunteers, hours will be scheduled by high seniority within own team. If insufficient volunteers are available, volunteers from outside team (closest geographically based on current established boundaries) will be scheduled. If insufficient volunteers are available, the employer may assign employees within the team by low seniority on a rotation basis. There will be no bumping by senior staff if they did not sign the volunteer list.

The Employer will keep a log of staff rotation for weekend days worked.

No employee will be required to work two (2) weekends in a row unless staffing requirements necessitate. No employee will be required to be a Charge more than one (2) weekends in a consecutive four (4) week period provided that such scheduling does not require the cancelling of scheduled blood drives.

I. **Additional Hours for Employees.** Any additional hours beyond an employee's regular schedule which may be available for current or new employees shall be assigned as follows.

A. Employees who indicate they want additional hours, if not already scheduled.

B. Additional hours shall be assigned from the list of employees desiring hours first to employees who the hours do not put into overtime, and then by seniority.

C. If no employees desire the hours remaining, non-overtime hours shall be given to the lowest seniority part-time employee and overtime hours shall be given to the lowest seniority employee.

J. Per Diem Scheduling: All per diem staff must be available for scheduling a minimum of two (2) days per week for a minimum of forty (40) weeks in a calendar year and must be scheduled and work a minimum of two (2) days per month for at least ten (10) months in a calendar year. Per diem employees shall be required to notify the scheduling coordinator on the third day of each month of the days they will be available to work during the following month.

Per diem staff shall be entitled to a personal leave of absence as specified in Article 24 (Leaves of Absence) except that the Employer shall not refuse to grant a personal leave if it is the sole personal leave requested for the year by the per diem pool of employees, and further that the Employer reserves the right to deny such leaves at its discretion in July and August. Per diem employees on a personal leave of absence shall not be required to

fulfill the work requirement contained within this section.

## ARTICLE 19

### DONOR SCHEDULING

**Section 1.** Programs are expected to begin at the scheduled hour. It is understood that registration may begin as early as fifteen (15) minutes before the start of the program so long as there are trained volunteers available to begin the process or there is sufficient staff to begin registration without interfering with the set-up.

**Section 2.** Employer prepared advertising shall have programs advertised to close fifteen (15) minutes before the actual scheduled end of the program; provided registration shall continue to the actual end of the program. The Employer shall instruct program coordinators/sponsors to also advertise these times and shall address any exceptions. Donors who arrive at the collection site after the actual scheduled end of the program will not be processed except for unusual or extreme reasons.

**Section 3.** On overnight programs lasting two (2) days or more which include both late-hour and early-hour programs, the Employer will make every effort to schedule the late-hour program on the first day of the program and the early-hour program on the last day of the program.

**Section 4.** Programs on mobile units shall ordinarily be scheduled for a maximum of six (6) hours drawing time except at the discretion of the Employer. On programs of greater than six (6) hours drawing time employee volunteers shall first be sought. If no employee volunteers, the low seniority employees may be required to work the program.

**Section 5.** Both parties shall work together through the Joint Labor Management Committee to address concerns of high donor presentation and accurate goals. These meetings will include discussion concerning programs that have had a repeat history of inaccurate representation of goals.

**ARTICLE 20**

**STAFFING**

Section 1. The Red Cross shall design and maintain a staffing matrix that will provide adequate staffing to efficiently collect blood products based on the hours of operation and anticipated presenting donors, prescheduled donors and other considerations. The staffing matrix will be the tool used to determine the staffing needs. The Employer will not staff drives at levels lower than the following:

<u>Blood Drive or Center Goal</u>	<u>Minimum Staffing not including Team Leader or AHN</u>
21-30	3
31-40	4
41-60	5
61-80	6
81-100	7
101-125	8
126-150	9
151-175	10
176-200	11
201-225	12
226-250	13

Employees shall be expected to cover a maximum of three (3) beds.  
MUA Staffing: One (1) MUA per blood drive. Staffing will be increased proportionately based on the following:

Increase by one (1) additional MUA, or driver if no MUAs are available, for High School/College goal of 90 or greater; and Community goal of 110 or greater.

Section 2. Volunteers. The Employer will note the estimated number of volunteers on the "prep sheet" and will make every effort to supply additional employees where volunteers are not available.

Section 3. Employees with Restrictions. When an employee has a medical restriction, the Employer will make every effort to assign said employee to blood drives with higher goals and, where possible, schedule as an extra. If the employee with restrictions can perform at least three (3) of the following functions: health history, phlebotomy, disengagement, post collection donor care, post collection blood processing, that employee will be considered eligible to fill a slot under the staffing matrix.

Section 4. New Technology and Equipment. The parties recognize that the advent of new technology or equipment may impact on the above and that the Employer may institute new techniques or equipment should same become available and staffing will be adjusted accordingly. The Employer will provide training for all employees and will discuss necessary training and the potential impact on staffing before instituting new techniques or equipment.

Section 5. There is no requirement that a Donor Services Specialist II be scheduled for or present on each program.

**Section 6.** Bargaining unit Charge staff are allowed to and will be expected to perform bargaining unit tasks typically performed in the course of blood drive or fixed site collections.

## ARTICLE 21

### MEDICAL LEAVE AND FMLA

**Section 1.** When an employee is unable to work because of an illness, injury or personal issue, he/she shall notify their direct supervisor or designee as soon as possible, but in no case later than one (1) hour 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.** Employees will be allowed to continue the current practice of cashing out sick leave hours in calendar year 2017. Such current practice permits employees to 'cash out' up to eighty hours of sick leave and receive forty (40) hours pay at their regular rate of pay. Any days remaining in the employee's sick bank as of January 1, 2018 will be forfeited.

**Section 3.** 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 PTO, or if the employee has no accrued PTO remaining, the employee may be granted leave without pay.

**Section 4.** An employee while on unpaid medical leave shall continue to accrue seniority for the length of the unpaid leave (up to eighteen [18] months). However, no benefits are accrued or paid while an employee is on unpaid medical leave.

**Section 5.** Job return rights for employees timely returning from an approved medical leave of absence are as follows: an employee returning within six (6) months shall be returned to his/her regular classification. On returns of six (6) months to one year, he/she shall be offered the next available opening in his/her classification, or if he/she prefers, the next available opening in a part-time classification if he/she had been full-time. The Employer may temporarily fill the position during such periods of job return rights.

### **Section 6. 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 (1,250) 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 leave under this Article and any other Section of this Agreement, the leave 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 PTO 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 PTO to the maximum allowable under Section 10 of Article 22, PTO.

**Section 7.** An employee may be granted up to an eighteen (18) month unpaid medical leave of absence provided that a request for medical leave is supported by a certificate from the employee's attending physician.

**ARTICLE 22**

**PTO**

**Section 1.** Employees who are regularly scheduled to work at least twenty (20) hours per week are eligible for Paid Time Off (PTO). Temporary employees and employees who work less than twenty (20) hours each week are not eligible.

**Section 2.** Eligible employees accrue Annual Leave/PTO in fixed amounts on the first day of the pay period according to the accrual tables below depending on their length of service.

**A.** Through December 31, 2017, full-time employees shall earn Annual Leave as follows:

<u>Months of Service</u>	<u>Accrual</u>
0 - 36	1.538 hrs/wk (10 days/year)
37 - 108	2.307 hrs/wk (15 days/year)
109 - 228	3.076 hrs/wk (20 days/year)
229 +	3.846 hrs/wk (25 days/year)

**B.** Beginning January 1, 2018, employees shall accrue PTO as follows based upon 37.5 hour workweek:

Length of Service	Annual PTO Days	Accrual Limit (Hours)	Pay Period Accrual
Less than 3 months	0	0	0.00
3 months to 1 year	12	90	3.47
1 year	15	112.50	4.33
2 to 5 years	17	127.50	4.90
6 to 9 years	20	150	5.78
10 to 14 years	23	172.50	6.64

15 to 19 years	25	187.50	7.22
20+ years	30	225	8.65

**C.** The amount of PTO earned each pay period is based on the employee's weekly standard hours. Weekly standard hours for full-time staff are considered thirty-seven and one-half (37.5) hours within the standard work week for purposes of calculating PTO. Employees who are regularly scheduled fewer than thirty-seven and one-half (37.5) hours in a work week earn a pro-rated amount of PTO. For example, a part-time employee regularly scheduled with thirty (30) weekly standard hours will earn eighty percent (80%) of the full PTO amount.

**Section 3.** The Accrual Limit is the maximum PTO balance allowed at all time throughout the year. Once the Accrual Limit is reached, no additional hours will accrue until after PTO is taken and the PTO balance is less than the Accrual Limit. The Accrual Limit for part-time employees is prorated based on their regularly scheduled weekly standard hours.

**Section 4.** Employees must be in active pay status to receive PTO accrual for the pay period. Employees in an unpaid status cease to accrue PTO.

**Section 5.** PTO eligible employees may use a maximum of thirty-seven and one-half (37.5) hours of PTO when taking a full week of PTO provided they have such PTO available.

**Section 6.** PTO may be taken as it is earned.

**Section 7.** Employees may not take more PTO than they have accrued and will not be allowed to have a negative PTO balance.

**Section 8.** PTO is paid at an employee's regular rate of pay and does not include overtime or special forms of compensation such as premiums, shift differentials, weekend differentials, skill based differentials, etc. PTO is not counted as hours worked for the purposes of calculating overtime.

**Section 9.** PTO may be used for both planned and unplanned absences, and will be charged when an employee is absent during his or her scheduled hours.

**Section 10.** If an employee is on continuous FMLA or extended medical leave, the employee will be required to use all PTO with the exception of five (5) days which, at the employee's option, shall be reserved.

**Section 11.** An employee whose last day of work occurs prior to the end of the pay period will receive a prorated amount of PTO. An employee who transfers to an employment status that is ineligible for PTO will receive a lump-sum payment for accrued but unused PTO.

**Section 12. PTO Pay at Termination.** All accrued PTO time shall be paid to a seniority employee upon his/her resignation or termination.

**Section 13. Payment on Death.** In the event of an employee's death, accrued PTO benefits shall be paid to his/her beneficiary or to such other beneficiaries as he/she has directed in writing to the Employer.

**Section 14. Transition to PTO.** Accruals for annual leave end as of January 1, 2018. Thereafter, employees will only accrue PTO according to this Article.

Annual leave balances as of January 1, 2018 will be transferred into the employee's PTO account. Hours of annual leave transferred that exceed the new PTO account balance limit will be placed in a PTO Bank to be used before the PTO can be used and additional PTO can be accrued.

**Section 15. PTO Scheduling.**

- A. PTO requests should be submitted in writing between December 1st and December 31st of each year. Employees may submit a 1st, 2nd and 3rd choice. Where more than the allowable number of employees have requested the same PTO, seniority shall govern. During this bidding period each Collection team shall be considered separately for seniority requests. Unsuccessful PTO bidders shall select another PTO period if they so desire before other requests of other employees are considered.
- B. After December 31st, PTO requests will be on a first come, first served basis.
- C. Requests for less than a work week may be made during this bidding period.
- D. A minimum of four (4) staff per team for Central, West or Southwest and a minimum of two (2) staff per team for Eastern and Northern may be on PTO or floating holiday at any one time.
- E. The period from December 1st to January 31st of each year shall be treated as part of the previous calendar year for scheduling purposes only.
- F. Requests for week(s) of PTO inclusive or adjacent to recognized holidays for full-time employees will be treated as separate two-year rotations. An employee shall not take more than two (2) holiday weeks unless no one else has requested the week. Part-time and per-diem employees may submit requests for time surrounding holidays which they are not compensated for.
- G. Requests submitted for these weeks will be granted by seniority, provided the week has not been granted during the prior year. The exception to this will be if there are not enough requests made to use the PTO weeks.
- H. PTO requests must be approved by the Collections Supervisor or designee and employee(s) will be notified.
- I. The Employer may not cancel or reschedule PTO except when emergency or disaster conditions so require. The employee may not cancel or reschedule PTO without reasonable cause and notice of at least four (4) weeks.
- J. The PTO schedule shall be available to any employee requesting to see it.
- K. In the event an employee becomes ill or injured during her PTO and such illness or injury lasts for at least five (5) days, she may apply for a leave without pay, in which event such time will not be charged against her PTO. The Employer may require a doctor's certificate to verify the illness or injury. Such unused PTO time may later be rescheduled on the same terms and conditions as other PTO.
- L. Should death occur which would entitle an employee to bereavement leave under Article 26, and such bereavement leave time conflicts with her

scheduled PTO, the employee may take bereavement leave which shall not be charged against her PTO. PTO not taken by virtue of the operation of this paragraph may later be rescheduled in the same manner as regular PTO is scheduled.

**Section 16.** An employee while on PTO shall continue to have her health and life insurance and retirement paid. She shall receive holiday pay for all stated holidays which fall during her PTO.

## **ARTICLE 23**

### **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 date or adoption date.
- C.** An employee on a non-medical parental/adoption leave shall be returned to her regular classification upon completion of the leave.
- D.** An employee on leave under this Article shall draw her/his floating holidays to zero (0) and annual leave to forty (40) hours or less before taking unpaid leave.
- 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 for employees taking parental or adoption leave, after which time benefits may be extended through COBRA.

## **ARTICLE 24**

### **PERSONAL AND EDUCATIONAL LEAVE**

**Section 1. Personal Leave.** In appropriate circumstances, leave without pay up to ninety (90) days may be granted to an employee. Such requests must be in writing and must be approved by the Director of Collections, and the Human Resources Advisor. Leaves for periods of longer than ninety (90) days may be similarly granted but in such event the Employer is not obligated to return the employee to work at the expiration of such extended leave. Otherwise the Employer is obligated to so return the employee to work.

**Section 2. Education Leaves.** It is recognized that it is desirable that employees improve their professional skills through programs of study which can assist them in their current job or in obtaining a promotion with the Employer; and for this reason educational leaves of absence without pay will be considered by the Employer in accordance with the rules set forth below. Educational leaves of absence shall be limited to a maximum period of one (1) year and Employer is not obligated to return such employee to work at the expiration of such leaves extending beyond sixty (60) days; however, he/she will be offered the next

available opening in her job classification or in a part-time classification if he/she reapplies within 30 days at the end of the leave and there is a position available within 360 days of when the leave ends. The Employer may temporarily fill the position during such period of job return rights. Additional leave may be granted on educational leave without loss of seniority if the class or semester is longer than sixty (60) days. It is understood that the employee must return to work when the class is over, or if they drop class before completion.

An employee on personal unpaid leave of absence shall accrue seniority for a maximum of ninety (90) days only. An employee on educational unpaid leave of absence shall accrue seniority for a maximum of ninety (90) days only. No benefits are accrued or paid while an employee is on a personal or educational unpaid leave of absence.

## ARTICLE 25

### LEAVE FOR UNION BUSINESS/SPECIAL CONFERENCES

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

An employee while on an unpaid leave for Union business shall continue to accrue seniority for a maximum of one (1) year. No benefits are accrued or paid while an employee is on unpaid leave. An employee returning within sixty (60) days shall be returned to her/his regular classification. On returns sixty (60) days or over he/she shall be offered the next available opening in her/his classification, or if he/she prefers, the next available opening in a part-time classification.

The Employer may temporarily fill the position during such periods of job return rights.

**Section 2.** Should a steward deem it necessary to confer with the Employer in regard to an interpretation of the Agreement, upon reasonable advance notice to the Director of Collections he/she shall be scheduled for Center work to be available for such conference and shall be released from Center work for the conference at some time during the work day, if possible, or else shall meet after hours and shall count as time worked. The Employer shall also have the right to call such a conference.

Such conferences shall not exceed one (1) day a month except by mutual agreement.

## ARTICLE 26

### BEREAVEMENT LEAVE

**Section 1.** Up to five (5) days leave with pay at his/her regular base hourly rate of pay for scheduled lost time 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.

**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.

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

**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 accordance with Article 24, Personal and Educational Leave prior to returning from leave.

**Section 5.** At the request of the employee, the American Red Cross 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 27**

### **MILITARY LEAVE**

Military Leave for a period not to exceed fifteen (15) calendar days per fiscal year shall be granted to full-time employees who are members of the Reserve 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. If her/his military pay is lower, the Employer will pay the difference between the base pay a staff member receives from the government during such periods (exclusive of any allowance in lieu of quarters) and her/his Red Cross salary for a period not to exceed fifteen (15) calendar days per year.

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

## **ARTICLE 28**

### **JURY DUTY LEAVE**

Any full or part-time employee who is required to serve on a jury shall be paid her regular pay for all hours he/she would have worked on those days, and shall

also be allowed to retain any pay received from the court for jury service. Employees who are scheduled for jury duty shall be released from work on those days. Time spent in jury service shall be counted as time worked.

In the event an employee assigned to jury duty is notified by the court that she is not needed, the employee should notify the Director of Collections or designee and shall be obligated to report to work. The maximum period of time the Employer will provide continuation of pay will be thirty (30) calendar days.

## ARTICLE 29

### HOLIDAYS

**Section 1.** Effective on ratification of this Agreement, each eligible employee shall receive the following six (6) paid core holidays:

New Year's Day	Christmas Day
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
And four (4) Floating Holidays	

Employees who are regularly scheduled twenty (20) or more hours per week are eligible for paid core holidays and floating holidays.

Eligible employees will receive two (2) floating holidays for use during the period of January 1<sup>st</sup> through June 30<sup>th</sup> of each year and two (2) floating holidays for use during the period of July 1<sup>st</sup> through December 31<sup>st</sup> of each year. Floating holidays that are unused during the six (6) month period do not carry over to the next grant period. Floating holidays are paid at the employee's regular rate of pay and must be taken in full-day increments. Employees cannot receive both floating holiday pay and regular pay for the same day. Floating holidays are not paid out at termination of employment.

Employees who work a regularly scheduled thirty-seven and one-half (37.5) hour work week will receive eight (8) hours of holiday pay for core holidays and floating holidays.

Employees whose regularly scheduled standard work week is less than thirty-seven and one-half (37.5) hours but more than twenty (20) hours receive prorated holiday pay for core and floating holidays based on their standard hours. For example, an employee, who is regularly scheduled to work a twenty (20) hour workweek, will receive four (4) hours of holiday pay and an employee, who is regularly scheduled to work a thirty (30) hour work week, will receive six (6) hours of holiday pay.

Employees regularly scheduled to work less than twenty (20) hours in a work week are not eligible for holiday pay - either for core holidays or floating holidays.

**Section 2.** Employees shall be paid at their base hourly rate of pay for each core holiday and floating holiday. Time and one-half (1.5x) shall be paid to all Bargaining Unit employees for all hours worked on the observed core holiday.

**Section 3.** If the observed holiday falls on a Saturday, it shall be observed on the preceding Friday. If the observed holiday falls on a Sunday, it shall be observed on the following Monday.

**Section 4.** Floating holidays 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 the two (2) weeks advanced notice.

**Section 5.** To qualify for holiday pay, the employee must work the holiday, if scheduled to work on the holiday, and his/her scheduled day before and his/her scheduled day after the holiday, or be on pre-scheduled approved paid leave or paid leave with medical statement verifying illness.

**Section 6.** Paid holidays, both core holidays and floating holidays, shall not be considered time worked for purposes of computing overtime pay.

**Section 7. Definition.** A holiday worked shall be paid as a holiday at 1.5x pay, regardless of the designated day of observance for the other employees.

### **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 insurance shall be Blue Care Network, \$250/500 annual deductible; Co-pays: \$25 office visit; \$150 emergency room; \$35 urgent care; \$35 specialist; 10/40 RX; annual out-of-pocket \$6600/13200.

On ratification of this Agreement, the monthly premium shall be paid 75% by the Employer, 25% by the employee for each tier of coverage (i.e. single, employee and spouse, employee and children, family), for full time employees, and for part-time employees for single coverage.

Part-time employees who elect second tier or family medical coverage will pay the full amount for dependent coverage, less the amount paid by the Employer for single 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 coverage's, deductibles, co-pays, co-insurance and monthly premiums 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 (1) times their annual earnings.

**Section 4. Worker's Compensation.** The Employer will provide Worker's Compensation insurance coverage.

**Section 5. Dental Insurance.** The Employer will provide the dental insurance plan available to all non-union employees in the Great Lakes Region.

**Section 6. Short-Term Disability Insurance.** The Employer will provide a policy of short-term disability insurance on the same terms and conditions as available to all non-union employees in the Great Lakes Region.

**Section 7. Optical Insurance.** The Employer will provide the optical insurance plan available to all non-union employees. Bargaining unit employees may elect to take optical insurance coverage on the same terms, conditions and premium costs as available to all non-union employees in the Great Lakes Region.

**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 receiving the buy back option as of the date of ratification of this Agreement. Such employees are eligible only for continuation of the benefit at the tier elected as of the date of ratification of this Agreement. Employees receiving the buy back option who thereafter opt out of the benefit are ineligible to opt back in.
- 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
- 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 Agreement will have the right to participate in the same retirement benefits as other non-bargaining unit employees of the Employer. The American Red Cross has the right to amend the Retirement System and 401(k) plans from time to time at its discretion subject to the restrictions set forth in this Article.

**Section 2.** The Employer will maintain the defined benefit retirement plan ("pension") through December 31, 2019, for employees hired on or before July 1, 2009. Effective January 1, 2020, the defined benefit retirement plan ("pension") will be frozen and there will be no future benefit accruals.

**Section 3.** The Employer will maintain a 401(k) program that provides for a one dollar (\$1.00) match for every dollar contributed by the employee up to the first four percent (4%).

The Employer shall have the right, during the term of this Agreement, to change the plan, provided the aggregate total amount of the Employer's contribution is not less than the equivalent of a fifty cents (\$.50) match for every dollar contributed by the employee up to the first four percent (4%), and provided further, that such changes are implemented for all other Red Cross employees.

In the event the Employer improves the 401(k) plan, the members of the bargaining unit shall be eligible for said improvement upon implementation.

## ARTICLE 32

### AUTOMOBILE MAINTENANCE AND SAFETY

**Section 1. Employer-Supplied Automobiles.** The Employer recognizes that the use of personal vehicles for Blood Services business is to be discouraged. The Employer recognizes that the availability of designated vehicles for use by the employees covered by this Agreement is the first priority and will supply a sufficient number of vehicles for business use of the employees as and when such programs meetings and in-services are scheduled. Vehicles shall include automobiles or vans.

**Section 2. Maintenance.** The Employer shall maintain all vehicles supplied by it in clean, good working condition. The employees shall cooperate in the foregoing by removing debris after each use and shall have the responsibility of reporting in writing any problems with the Employer's vehicle that come to the employees' attention.

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.

**Section 3. Refusal to Drive.** Any employee may refuse to drive because of poor road conditions without incurring any disciplinary action, and, where there is no Supervisor assigned, a Charge deems road conditions too hazardous to make the

trip, he/she may, after consultation with the Collections Supervisor, or in her absence, the Director of Collections, or any designee, as a last resort, cancel the program. The decision to cancel will be made after consultation with the County Road Commission, Area Police Department or other authorities for the center's home county and the County Road Commission, Police Department or other authorities for the areas through which staff must travel and for the area in which the program is to occur. If the County Road Commission, Police Department or other authorities advises a delay or no travel, the times of the program will be adjusted or the program cancelled.

**Section 4. Insurance.** The Employer shall continue its present insurance coverage as it may be amended from time to time for employees riding in or driving in vehicles supplied by the Employer.

**Section 5. Records.** Proof of insurance, registration, and the mileage log book with up-to-date gasoline credit cards for stations prevalent in the team area shall be kept in each Employer vehicle. The full service record for each automobile shall be kept in the appropriate Center and shall be available for inspection at any time.

**Section 6. Emergency Equipment.** The following equipment and materials shall be maintained and supplied by the Employer and shall be available in each Employer vehicle.

- |                   |                         |
|-------------------|-------------------------|
| Cell Phone        | First Aid Kit           |
| Flashlight        | Traction Material       |
| (2) Blankets      | A Michigan Map          |
| Flares            | Shovel                  |
| Scraper           | Windshield Washer Fluid |
| Fire Extinguisher |                         |

Access to emergency road service provided by and paid for by the Employer.

The employees agree that the above items are to stay with the vehicle and to promptly report any missing items.

**Section 7. Obstruction.** There shall be no material placed on the windows of vehicles provided by the Employer which obstructs the vision of the driver.

**Section 8. Parking.** Adequate and secure parking for the Employer's and employees' personal vehicles shall be provided at each Center in a lighted area.

### **ARTICLE 33**

#### **MOBILE UNIT RELATIONS/CHARGE NURSES**

**Section 1.** Where no Team Leader is assigned, a bargaining unit employee will be assigned as Charge. The Charge shall be in charge of a program at each operational site, and staff, volunteers and mobile unit assistants shall be under his/her direction. Offers of Charge will be made to qualified employees on the program by seniority. If no qualified employee volunteers for charge the least senior qualified employee on the program may be required to be in charge.

**Section 2.** The Director of Collections or designee shall be available at all times during the blood collection process by some means of communication timely

made known to the employees, for instructions to the blood collection staff in the event of serious problems.

**Section 3.** All employees shall be willing and able to drive vehicles. Where no Team Leader is assigned, the Charge shall be responsible to make the driving assignment or take the assignment himself/herself.

**Section 4.** Prior to being a Charge for the first time, employees will be given a three (3) day on-site orientation to the duties of a Charge.

## **ARTICLE 34**

### **SITES**

**Section 1.** Mobile unit sites prior to their first use shall be inspected by a qualified Donor Services staff person using a checklist compiled in accordance with BSD's, LOP's and other applicable regulations. The completed checklist shall be signed by the inspector with a copy kept on file at the Lansing Center. A site drawing will be attached to the prep sheet as they become available. Where serious problems exist, the site shall be inspected by the Director of Collections, Site Suitability Coordinator or designee.

**Section 2.** Where no Team Leader is assigned and where a site is determined by the Charge to be hazardous to employees, donors or volunteers, by reason of such things as bomb threats, fire, tornado or civil disorder, and where using such site would place employees, donors or volunteers in immediate physical jeopardy, the Charge may move or as a last resort close the program and immediately thereafter report such removal or closing to the Director of Collections or his/her designee. If the program is neither moved nor closed, employees who objectively believe the site poses a hazard to their safety or health may refuse to work without suffering any disciplinary action.

Where no Team Leader is assigned and where the Charge otherwise questions the suitability of a site which may include issues of extreme temperature variances, he/she shall phone the Director of Collections or his/her designee. After such telephone consultation, the Charge shall follow the direction given and document it accordingly. Temperatures outside the range of 15.0 degrees C - 30.0 degrees C, 59 degrees - 86 degrees F shall result in the closure of the program or blood drive.

**Section 3.** For any site concerns, staff should notify the Team Leader, Charge, Collections Supervisor or designee. A Collections Site Problem Report will be completed and forwarded to the Site Suitability Coordinator or designee. The site in question will be inspected in accordance with BSD's, LOP's and other applicable regulations. Corrective action will be determined and the site will not be used until the site concerns have been resolved.

## **ARTICLE 35**

### **EMPLOYEE HEALTH**

**Section 1.** The Employer will pay for any medical examinations required by the Employer.

**Section 2.** The Employer, employees and the Union shall cooperate in seeking to

eliminate accidents and health hazards. The Employer shall make reasonable provisions for the safety and health of its employees during working hours. Employees are equally responsible for their safety and agree to abide by the health and safety rules as they exist and may be modified from time to time.

**Section 3.** The Employer will provide at no cost to employees testing or vaccines in accordance with the current practice.

**Section 4.** The Employer will provide Hepatitis B titre testing in instances where a documented exposure has occurred (currently BSD 19.203T, Exposure Control).

## **ARTICLE 36**

### **CONTINUING EDUCATION**

**Section 1. In-service Education.** The Employer shall provide at least two (2) in-service programs per year which licensed employees will be able to use to earn at least ten (10) continuing education hours for state licensure. These are in addition to C.P.R. and First Aid. In-service programs may be combined with regularly scheduled meetings, except that the annual All Staff Day shall not count as an in-service. In-service programs may also be utilized for Donor Services Specialist I for continuing education credit. The Joint Labor Management Team shall have input into the topics for in-services.

**Section 2. Conferences.** All conferences which bargaining unit employees are eligible to attend shall be posted on the employees' bulletin board. Any employee sent by the Employer to a work-related conference shall report on the conference at the next scheduled Staff Meeting.

#### **Section 3.**

- A.** The Employer shall post on the employees' bulletin board, notices of available Red Cross scholarships.
- B.** When requested the Employer will make every effort to schedule up to two (2) employees per semester from each location so that they may attend class two (2) days per week. Such notice of intent must be submitted in writing one month before the scheduled start of the class. In the event the request is granted but there are instances in which there are no programs available to accommodate the employee's class schedule and work, the employee will not be scheduled to work for that day. The employee may request a change in employment status to accommodate continuing education which will be determined on an individual basis.

First consideration will be given degree related programs in accordance with seniority upon submission of class verification to the Collections Supervisor. Once an employee enters a degree related program, he/she shall be permitted to continue in that program regardless of seniority until such time they either (a) complete the program or (b) withdraw their request or withdraws from the program. Such scheduling privilege shall be rotated subject to the above among those employees indicating their desire to be so scheduled, with seniority ruling.

## ARTICLE 37

### STAFF MEETINGS

The Director of Collections or designee shall call staff meetings at days and times and places to be determined by the Employer. All employees will be required to attend such meetings except for those that have a scheduled day off. Training meetings will be considered mandatory. Minutes of all such meetings shall be published.

## ARTICLE 38

### NEGOTIATIONS

**Section 1.** This section shall not be deemed to constitute a reopener to the Agreement but to merely provide a mechanism for the conduct of negotiations with the Employer where negotiations 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 six (6) employees from the bargaining unit with a minimum of one (1) employee from each team. These employees shall not be scheduled to work on negotiation days and will be paid eight (8) hours per day when scheduled for negotiations with the Employer. Time spent in negotiations will not be paid at a premium rate or count for overtime purposes.

**Section 3.** Employees will be provided with a Red Cross vehicle, if available, to travel to and from the site in which negotiations are taking place. If a Red Cross vehicle is not available, the employee will be paid mileage in accordance with this Agreement. In addition, the Employer will pay for the cost of lodging for Union bargaining team employees travelling 100 miles or more in each direction for negotiations.

## ARTICLE 39

### PERSONNEL FILES

**Section 1.** Except for material pertaining to performance, no derogatory material of any nature shall be placed in the personnel file of an employee. Material related to performance may be reduced to writing and maintained only if it is signed by a person competent to know the facts and make the judgment, and only if the employee has been given an opportunity to read and answer the material prior to its being included in the file, which answer shall be part of the file.

The employee shall be given an opportunity to acknowledge reading such material by signing the copy to be filed, but any such signature merely signifies the reading of the material and does not necessarily indicate agreement with its contents.

**Section 2.** The employee shall receive a copy of the material upon signing it.

**Section 3.** In no case shall material be included in the file if not submitted to the employee within a reasonable period of time, but in no event later than thirty (30) days of its receipt or formulation.

**Section 4.** Any incident which has not been reduced in writing as soon as reasonably possible, but no later than thirty (30) days of its occurrence, or first knowledge by Employer of the occurrence, whichever is later, shall not be included in the file.

**Section 5.** Material not in the file under the above procedures shall not be used against non-probationary employees. However, this shall not preclude its use against an employee prior to it being written up in a timely manner, and the employee is given the opportunity to thereafter read it and sign it as above provided.

**Section 6.** Employees shall be allowed to review their personnel file during working hours. If an employee who works at a location other than the location where the Employer stores the files requests to review her/his file, the file shall be brought to her/his location within two (2) weeks.

**Section 7.** The Employer shall furnish copies of employee personnel files in accordance with the Bullard-Plawecki Employee Right To Know Act (Act No. 397 of the Public Acts of 1978).

#### **ARTICLE 40**

##### **WAGES AND PAYCHECKS**

**Section 1.** The wage schedule is attached hereto as Schedule A.

**Section 2.** Wherever reasonably possible, paychecks shall be available or mailed on the Thursday following the end of the pay period.

**Section 3.** On written request, checks shall be mailed.

**Section 4.** The Employer agrees to furnish each employee, in writing, and on a biweekly basis, with his/her paycheck, a record of his/her current premium hours and pay (including overtime). The Employer will provide each employee with a monthly statement of their PTO earned, used and remaining. Such information shall also be available for such employee's inspection at the Human Resources Department during normal business hours.

**Section 5.** Employees whose paychecks are incorrect by an amount equal to or greater than \$150.00 shall receive compensation within three (3) working days after notifying the Employer. Paycheck errors less than \$150.00 shall be corrected in the next regular paycheck.

#### **ARTICLE 41**

##### **MERGER, ACQUISITIONS, AND OTHER CHANGES**

If changes occur as a result of mergers, acquisitions or other changes in the structure of Blood Services Collections that affect the terms and conditions of employment of employees in the Unit, such effect shall be negotiated.

## ARTICLE 42

### MISCELLANEOUS

**Section 1. Inclement Weather.** The determination that emergency conditions exist shall be made by the Department Manager or designee. If emergency conditions are not declared by the Department Manager or designee, employees unable to report to work may, but are not required to, use PTO for any scheduled hours missed. Guaranteed hours shall not be forfeited under such circumstances, however such hours shall not be counted toward overtime.

The Employer may require verification. The employee has the responsibility to notify the Collections Supervisor. The Employer may opt to transport employees to and from work during these situations.

Employees who do report shall be compensated at their straight time hourly rate.

**Section 2. Bulletin Boards.** The Employer shall provide a bulletin board in a fixed location in an area reasonably accessible to all members of the bargaining unit for the exclusive use of the Union. Posting of material defamatory to the American Red Cross, the Union or individuals is prohibited.

**Section 3. Headings.** Any headings used in this Agreement are for descriptive purposes only and neither add to nor subtract from the language of the Articles or Sections they head.

**Section 4. Gender.** The use of female gender herein shall include the male, and vice versa.

**Section 5. Savings Clause.** It is not the intent of either party to violate any laws or rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement and 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 or regulation, nevertheless, the remainder of the Agreement shall remain in full force and effect.

**Section 6. Pro-ration of Benefits.** The pro-ration of benefits for non full-time employees under Article 21 and Article 22 shall be computed for each biweekly pay period by dividing the full-time benefit involved by 1950 and then multiplying the number of total hours actually worked by the employee in the calendar year.

**Section 7. CBA Distribution.** The Employer shall furnish all members of the bargaining unit with a copy of the Collective Bargaining Agreement within two (2) weeks after it is signed by both parties.

**Section 8. Safety.** Employees will not be required or assigned to lift more than they are safely capable of lifting. Disputes which arise under the Section shall be subject to the grievance procedure set forth in Article 7 of this Agreement.

## ARTICLE 43

### JOB SHARING

**Section 1.** Job sharing is a situation in which the responsibilities of one (1) full-time position are shared by two (2) employees; both of whom are fully

qualified for the position. Job sharing will be available under the following conditions:

- A. **Definition.** Job Sharing is available to staff members holding the same Job Classification and work area who voluntarily agree to work together in sharing one (1) full-time position.
- B. **Applications.** Application for Job sharing shall be made jointly and voluntarily and shall be in writing. The Employer will respond in writing to any requests for Job sharing within sixty (60) days after receipt of the request. The Employer is not obligated to have more than two (2) job sharing sets in each area.
- C. **Employee Reversion.** Both employees shall have the option of reverting back to her/his previous hours anytime during the first thirty (30) calendar days upon written notice to the Employer. After thirty (30) calendar days the job share is considered permanent and an employee can only leave by termination or bidding on another position.
- D. **Partial Vacancy.** In the event that one of the employees in a Job share position terminates employment or otherwise leaves the position, the remaining employee shall have the option of assuming full-time employment or finding a new job share partner.
- E. **Posting.** In the event that an employee wishes to Job share and is unable to find a co-applicant, the Human Resources department shall post the job share position provided that both job share partners must agree in writing to the job share.

**Section 2. Scheduling.** The Employer shall schedule the job sharers as if they were one (1) full-time employee. They will work one (1) week on and one (1) week off. Each job share employee is expected to work 50% of the job share time on a monthly average.

Additional hours picked up by one (1) of the job sharers shall not be figured into this calculation. Job share employees are not required to cover their partner's sick or vacation absences.

**Section 3. Fringe Benefits.** Fringe Benefits will be provided to employees who share in accordance with the following guidelines:

- 1. **Health Insurance.** If neither employee takes health insurance they shall both receive the buy out the same as full-time employees, at the single level, if only one takes health insurance that one shall receive health insurance like a full-time employee and the other shall receive neither the buy out or health insurance, if both employees take the health insurance they both shall have 50% of that portion that the Employer would otherwise be paid by the Employer. Optical, dental, and disability shall be given the same as to part-time employees.
- 2. All accrued benefits will be provided on a pro-rated basis. Annual leave shall be earned by each job sharer based upon that employee's months of service.
- 3. Life insurance will be 50% of that provided to a full-time employee.

4. Each job share employee will receive 50% of the paid holidays and floating holidays received by full-time employees.

**Section 4. Vacancy.** In the event both the employees in a Job Shared position leave the position at the same time, the Employer shall either post both job share positions or convert the position back to full-time.

**ARTICLE 44**

**TERMINATION AND WAIVER**

**Section 1.** This Agreement shall be effective as of December 2, 2017 and shall remain in full force and effect through March 31, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail, return receipt requested, 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. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to either party.

**Section 2.** The parties acknowledge that during the negotiations which result 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 agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the 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 that they negotiated or signed this Agreement.

**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**

**UNION**

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

Office and Professional Employees  
International Union (OPEIU) Local 459

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**SCHEDULE A**

**WAGES**

WAGE SCHEDULE TO BE CREATED AND INCLUDED

2% general increase effective the beginning of the first full pay period on or after December 2, 2017.

2% general increase effective the beginning of the first full pay period on or after December 2, 2018.

2% general increase effective the beginning of the first full pay period on or after December 2, 2019.

AGREED UPON LETTERS OF UNDERSTANDING TO BE INSERTED