

Agreement

between

Great Lakes Region  
American Red Cross  
Collections Unit

and

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

March 31, 2004 - March 30, 2008

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This Agreement, made this 30th day of March, 2004, 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 employee or applicant for employment based on race, color, creed, religion, national origin, age, sex, height, weight, marital status, sexual orientation, physical handicap not affecting the efficient performance of the job, political beliefs or union activity, or in any manner prohibited by a federal or state law applicable to the parties.

## ARTICLE 4

### UNION SECURITY

**Section 1.** All non-probationary employees currently employed shall remain members of the Union as a condition of employment.

**Section 2.** All employees on probation as of the effective date of this Agreement or hired after the effective date of this Agreement shall become and remain members of the Union upon completion of the probationary period as a condition of employment.

**Section 3.** Any employee who is a member of and adherent to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. In lieu of monthly dues and initiation fees, such employees are required to contribute similar amounts to a participating agency of the United Way.

**Section 4.** Any employee required to join the Union who does not become and remain a member of the Union by the payment of such uniformly assessed dues and fees shall be terminated from her employment only after all of the following has occurred:

- (a) The employee has been informed by the Union in writing of her failure to pay such dues;
- (b) The Employer has been informed in writing of her failure to pay such dues;
- (c) The Employer has been requested in writing by the Union to terminate the employee.

If it so wishes, the Employer may inform the employee in writing of her failure to pay such dues.

**Section 5.** 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 6. Check Off.** The Employer agrees to deduct semi-monthly from the wages of all employees who are members of the Union all uniformly assessed membership dues and contributions (provided it is not contrary to law) as provided in a written authorization in accordance with the standard form provided by the Union, provided that the said form shall be executed by the employee. 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 effected by written notice by certified mail to both the Employer and the Union. The

Employer will remit to the Union such deductions monthly.

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 7. 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**

The Union agrees that except as these rights may be otherwise specifically limited in this Agreement, the Employer has and retains the sole and exclusive right to take any and all action as it may deem proper with respect to the management of its business and the direction of its affairs and working forces, including, but not limited to, the following rights: the right to plan, direct, and control its operation, to hire, assign, recall, transfer and promote employees and to maintain the efficiency of employees; to reprimand, demote, suspend, discipline and discharge employees for just cause; to lay off employees for lack of work or for other legitimate reasons; to determine the hours and scheduling of work, and the work to be performed by employees; 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 establish and maintain reasonable work rules and regulations and require employees to conform to such reasonable rules and regulations, a violation of which shall be among the causes for discipline up to and including discharge; and to determine the qualifications of its employees and the work standards; to determine and re-determine job content; and all other rights and prerogatives including those exercised unilaterally in the past.

## 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 of the two (2) provided 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 three (3) 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 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 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.

**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 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. 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 Director of Human Resources within said five (5) day period. It shall therefore be discussed at a meeting with the Director of Human Resources 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 Director of Human Resources 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 forthwith request another 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 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 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 compensation in lieu of employment with the Employer that she may have received from any other source.
- 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, there shall be no strikes, picketing, work stoppages, slowdowns, harassments or other interference with work either by the Union or by an employee; and there shall be no lockout or harassment of employees by the Employer. As provided by law, however, this does not prevent the Union from having an informational picket on an issue that is not a matter for dispute resolution and all avenues for resolution have been exhausted.

**Section 2.** The failure of any employee to cross a lawful picket line shall not be deemed to be a violation of this Article, provided that employees who cross a picket line to report to work at any Red Cross center facility who later encounter another picket line of the same employee group (or sympathizers) at a bloodmobile site shall cross such picket line unless they both believe and have reasonable cause to believe that their personal safety would be endangered thereby. The failure of any employee to cross an unlawful picket line established at any of the Employer's facilities is a violation of this Article provided that such employees need not cross where they both believe and have 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 Team Leader is present, the Acting Head Nurse 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, or in her absence the Chief Operating Officer, or in their absence, the CEO, who shall determine whether the operation shall be moved or cancelled. In the event of a refusal to cross any picket line, the Employer may use volunteers and other employees to do the work involved.

**Section 3.** The Union shall not sanction, aid or abet, encourage, ratify or continue any strike, picketing, work stoppage, slowdown, concerted harassment or other concerted activity interfering with work at any Employer facility or

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

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

**Section 5.** 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. Team Leaders shall perform the duties Head Nurses performed prior to October 1, 1986.

**Section 2.** Volunteer nurses may be used to obtain medical histories from donors.

**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 once 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, all Collections Supervisors or designee, Human Resources Director or designee and OPEIU Service Representative.

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

**Section 3.** The 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 will 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.

## **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 occurrences taking place more than twelve (12) months prior to the occurrence upon which disciplinary action is taken, except in the case of habit pattern, where this limitation shall be twenty-four (24) months.

**Section 2.** Except in the case of serious or repeated conduct, discipline shall be 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. 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.

**Section 3.** The provisions of the Agreement and of 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 Director 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 full-time, 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 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 by mutual agreement of the parties.

**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) Donor Services Specialist II
- b) Mobile Unit Assistant
- c) Donor Services Specialist I
- d) Donor Services Technician
- e) Apheresis Technician
- f) Lead 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 telephone at 1-800-968-4283, ext. 424 or by accessing the Region's 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 CrossNet or the public Red Cross web site.

## **ARTICLE 14**

### **EMPLOYEE STATUS**

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

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

- \* Donor Services Specialist II RN
  - \* Donor Services Specialist II LPN
  - \* Donor Services Specialist I
  - \* Donor Services Technician
  - \* MUA
  - \* Senior MUA
  - \* Apheresis Technician
  - \* Lead Apheresis Technician
  - \* Acting Head Nurse will be used for pay purposes only.
1. Non-licensed staff will hire into Donor Services Tech classification.
  2. RNs and LPNs will hire into Donor Services Specialist II classification after the promotion/transfer provision has been exhausted.

3.
  - a. Newly promoted Donor Services Specialist II will be eligible to take Acting Head Nurse assignments at the completion of nine (9) months service, or earlier at management discretion.
  - b. Newly hired Donor Services Specialist II will be eligible to take Acting Head Nurse assignments after twelve (12) months at management discretion.
4. After two (2) years of employment employees will be eligible to move from Donor Services Tech to Donor Services Specialist I.
5. An employee promoted from one level to another shall be paid commensurate with her/his seniority.
6. 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.

**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.

**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. See Article 18 J. re: Scheduling and Assignments.

**Section 5. Conversion from Part-time to Full-time** If a part-time employee works more than thirty-seven and one-half (37.5) hours per week for thirteen (13) consecutive weeks, the employee shall accrue benefits at the full-time rate from the date his/her work hours increased to thirty-seven and one-half (37.5) until his/her hours revert to less than thirty-seven and one-half (37.5).

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, per-diem employees shall be laid off first then, part-time employees, 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. Only when the product derived for the part-time employee exceeds the product derived for the full-time employee shall displacement occur. Recalls shall be in the reverse order of the layoffs in each classification, including part-time employees who elect 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.
- 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 to the nearest quarter hour at each end. Meal time shall be excluded from travel time. The fifteen (15) minute paid rest time during each two (2) hours worked is not applicable to travel time. One (1) hour travel time shall be allowed for each forty-five (45) miles traveled.

**Section 2. Rest Periods.** Each employee shall receive a fifteen (15) minute paid rest time during each two (2) hours worked. Team Leader/Acting Head Nurse 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.

**B. 1. Weekend Premium.** Time and one-half (1-1/2) shall be paid for all assignments commencing on Saturday or Sunday. Double time (2X) shall be paid for all assignments commencing on Sunday when it is the seventh (7th) consecutive day worked in a work week by the employee affected (with the exception of non-mandatory meetings when a staff member chooses to attend on their scheduled day off). If any other Sunday programs are scheduled with other employees being paid at double time, the employee will also receive double time. Notwithstanding the above, employees regularly scheduled to work on weekends shall be paid straight time. For purposes of this Section, regularly scheduled to work shall mean the posting for the position includes references to weekend work and the employee is scheduled to work every weekend as part of their regular schedule.

**2. Holiday Premium.** Double time (2X) plus Holiday pay shall be paid

for all assignments commencing on a paid holiday. Double time (2X) shall be paid after 5:00 p.m. on Christmas Eve (Dec. 24) and New Years Eve (Dec. 31).

- C. **Computing Premium Pay.** Only work time and paid leave time shall be considered for the purpose of computing premium pay. For the purpose of computing overtime premium pay, the work week shall begin at 12:01 a.m. Monday and end at midnight Sunday.
- 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. All work time and all leave time including paid holidays shall be considered time worked for the purpose of computing overtime.
- 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. Holidays shall be calculated in computing the overtime.

**Section 4. Reporting Pay.** Any employee who reports for work shall receive a minimum of four (4) 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 four (4) 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. Staff meetings will be considered non-mandatory for those staff who have a scheduled day off. Training meetings will be considered mandatory.

**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 fifteen dollars (\$15.00) per day while so assigned. If the on-call assignment requires crossing normal team lines, then twenty-five dollars (\$25.00) shall be paid. 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.** Any employee who has gone home after completing his/her scheduled day's work and is called back on the same day shall be paid time and one-half (1-1/2) for all work done on the call back.

**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, except for periods covered by annual and granted leaves of absence. All part-time employees hired after September 30, 1989, 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 who is temporarily assigned to do an In-Service shall receive an additional two (2) hours pay at her regular base rate for each working day in that position.
- 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 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.

**Section 10. Meal Voucher and Overnight Compensation.** Employees on mobile operations shall receive daily meal allowances, per the schedule below, if the program is held outside of the County in which the employee is based. The employee will receive ten dollars (\$10.00) per night overnight allowance. Employees on mobile operations in their home county (but not at their base county fixed site) will receive \$5.00 per day meal allowance.

Central, Eastern, Western, Southwestern  
\$12.00 per day if site outside of County  
in which the employee is based.

Northern and all MUA's  
Breakfast: \$4.00 for  
leave time at or prior to  
8:00 a.m.  
Lunch: \$5.00 for leave  
time at or prior to 12:00  
noon  
Dinner: \$9.00 for return  
time at or after 5:00 p.m.

Apheresis: Meal vouchers shall be paid at a flat rate of nine dollars (\$9.00) per normal work day for members in their assigned, fixed Apheresis site. If it becomes necessary to travel to other Apheresis sites, staff will be paid at a flat rate of eleven dollars (\$11.00) per normal work day.

**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 and before tax clothing allowance(s) will be provided within thirty (30) days of ratification and yearly thereafter on or before the contract anniversary date:

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.

Initial allowance for seniority incumbent staff will be \$200.00. Annual allowance thereafter shall be \$150.00 for full-time MUAs and \$100.00 for

part-time and per-diem MUAs.

Collections and Apheresis staff: A uniform is defined as scrubs or traditional nursing pant uniform and nursing style shoes or white tennis/athletic shoes.

Initial allowance for seniority incumbent staff will be \$120.00 for full-time; \$75.00 for part-time and per-diem. Annual allowance thereafter will be \$120.00 for full-time and \$75.00 for part-time and per-diem staff.

New hires will receive their uniform allowance amounts upon successful completion of their probationary period. It will be pro-rated based upon when the ending date of the probationary period falls within the contract year.

The Employer will provide all required protective garments and laundry service for such garments at no cost to the employee. Such garments will be 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 shall be paid an additional one dollar (\$1.00) per hour for mentoring.

**Section 14. Acting Head Nurse Pay.** An employee shall be paid an additional two dollars twenty-five cents (\$2.25) per hour for taking a charge nurse position. This rate shall increase to two dollars thirty-five cents (\$2.35) per hour effective March 31, 2007.

**Section 15. Trainer Pay.** An employee shall be paid an additional two dollars twenty-five cents (\$2.25) per hour for training. Trainers will be selected by the Employer on a volunteer basis.

**Section 16. Double Red Cell Compensation.** An employee shall be paid an additional one dollar seventy-five cents (\$1.75) per hour for hours assigned and worked in performing double red cell collection.

**Section 17. Apheresis Shift Differential.** A shift differential of one dollar (\$1.00) per hour shall be paid to employees whose shift commences at 1:00 p.m. or later. A one dollar (\$1.00) per hour shift differential shall be paid to employees for hours worked after 5:00 p.m.

## **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, 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, provided that same does not result in any significant additional personnel expense to the Employer with the exception of any expense due to a higher regular rate of pay. If an employee's hours are reduced due to an exchange, the hours lost will not be paid and employee forfeits guaranteed hours. 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.** Set up time shall be scheduled for one (1) hour and breakdown time of no less than fifteen (15) minutes. Set up time shall be scheduled for one-half (1/2) hour on those occasions when equipment is readied for use the previous day. A program ends when the last donor arrives at the canteen. If a situation develops on a bloodmobile which results in staff working justifiable additional time, the staff will be credited with the additional time by the Team Leader/Acting Head Nurse on the operation record. The Team Leader/Acting Head Nurse 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. Employees who agree to waive ten (10) hours between programs will not be scheduled for less than nine (9) hours between programs and will be paid at time and one-half (1.5) for time scheduled greater than nine (9) hours and less than ten (10) hours between programs. 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 one-half (1/2) hour meal time (except for home chapter operations) 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. 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 a meal allowance for the day they are assigned to work plus the overnight allowance.

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 make every effort to schedule weekend work between the hours of 9:00 a.m. and 4:00 p.m. provided that, in emergency circumstances, such work may be scheduled outside these hours. 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. Effective July 1, 2004 no employee will be required to be an Acting Head Nurse more than one (1) weekend in a consecutive four (4) week period.

**I. Additional Hours for Employees.** Any hours available for current or new employees in addition to the minimum guaranteed hours 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**

**A. Minimum Staffing.** The Employer shall staff as follows:

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

\* Previous matrix step were 21-35, 36-45 and 46-60.

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 for High School/College goal of 90 or greater; and Community goal of 110 or greater.

**B. Programs Under 6 Hours.** On programs of less than six (6) hours drawing

time, the number of staff shall be increased in a reasonably proportionate manner.

**C. Mini GM Programs.** The Employer may schedule appointment only programs at General Motors with goals of less than 20 for six (6) hours. These programs shall have 1 unit and 2 bargaining unit employees. A team Leader does not need to be present but one of the bargaining unit employees must be designated as Acting Head Nurse. On these programs donors will only be accepted by appointment. Appointments will be scheduled to ensure employee breaks.

**Section 2.** Donor Services Technicians and Donor Services Specialist I's cannot take charge.

**Section 3. 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 4. High School, College, First Time Programs.** On high school, college and first time programs, the Employer will supply additional employees when employees are available.

**Section 5.** On Special Blood Drives (Memorial Drives, Blood Plea Drives, etc.) the Employer will provide additional staff when available and warranted.

**Section 6. 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. When two or more employees have medical restrictions, they will not be scheduled for the same blood drive.

**Section 7. 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 8.** Donor Services Specialist II shall be present on each program except that if the employer schedules a Donor Services Specialist II for a program and that Donor Services Specialist takes an unscheduled absence the employer shall not be required to have a Donor Services Specialist II on that program. When the program is run by an Acting Head Nurse, every effort will be made to have an additional Donor Services Specialist II.

**Section 9.** Team Leader/Acting Head Nurse, and bargaining unit employees acting as charge may not be used in lieu of a bargaining unit employee on a program. The Employer shall be assigned a seventy-five dollar (\$75) per program penalty where a Team Leader/Acting Head Nurse work programs in violation of this Article. The Union shall notify the Employer of each program where Team Leaders/Acting Head Nurse are thought to be working in violation of this Article. Any such claim will be subject to investigation by the Employer, and any such penalties shall be subject to the grievance procedure. It shall not be deemed a violation of this Article where the Employer has assigned or allows a Team Leader to work a program when no bargaining unit employees are available or have not yet reported to work.

On the anniversary date of the contract, penalties incurred shall be compiled and divided equally between bargaining unit employees active when the payment is made. Penalties will be paid to bargaining unit employees in separate check issued no later than one (1) month following completion of the contract year.

## **ARTICLE 21**

### **SICK LEAVE**

**Section 1.** When an employee is unable to work because of an illness or injury, he/she shall notify the Scheduler or his/her designee as soon as possible, but in no case later than one (1) hour before scheduled leaving time.

**Section 2.** Each full-time employee shall accrue one day (eight [8] hours) sick leave per month. Sick days shall be pro-rated for part-time employees pursuant to Section 6 of Article 42. During the probationary period, an employee may only use such time as he/she has accrued.

**Section 3.** Employees may accumulate up to forty-five (45) days (three hundred sixty [360] hours) of accrued but unused sick leave in a sick bank in addition to sick leave accrued during the current calendar year.

Each year, an employee may convert unused accrued sick leave in excess of the forty-five (45) day bank into pay at the rate of one (1) day's pay for two (2) unused sick days, up to five (5) day's pay for a full-time employee (5 for 10) and up to four (4) day's pay (4 for 8) for a part-time employee.

At the end of each year, full-time seniority employees who have at least two hundred and forty (240) hours of sick leave in their bank shall have the option of changing no more than eighty (80) hours each year in excess of two hundred and forty (240) hours of accrued unused sick leave to forty (40) hours of annual leave. These converted hours shall be used during the next calendar year as per Article 22, Annual Leave.

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

**Section 5.** No sick leave benefit shall be paid for any period during which an employee is not medically disabled, except as noted in Section 6 below.

**Section 6.** Paid sick leave shall be used for an employee's accident or illness including childbirth and termination of pregnancy and complications. The Employer may ask the employee for a certificate from the attending physician to substantiate sick leave of more than three (3) consecutive days, or four (4) or more occurrences of pattern-setting abuse in a reasonable period of time. Up to a maximum of ten (10) days sick leave may be used each year for illness of the employee's immediate family (spouse, domestic partner, child, step-child or an individual for whom employee is the guardian). Absences for medical, dental or optical exams or treatments shall normally be scheduled by requesting the day off. Absences for medical, dental or optical exams or treatments shall be charged to sick leave when

conditions make it imperative to schedule such appointments during normal working hours.

**Section 7.** Sick days shall be paid at the employee's regular hourly rate. Full-time employees shall not receive more than five (5) days (forty [40] hours) sick time in any one week. Part-time employees may use sick leave for scheduled time lost not to exceed twenty-seven (27) hours per week. If a part-time employee is not scheduled for the week, the employee may use sick leave for the number of hours normally worked as calculated in Article 42, Section 6, not to exceed twenty-seven (27) hours per week.

**Section 8.** An employee who leaves a program due to an illness or accident shall be paid for the time worked and return travel and paid sick leave for the remaining scheduled hours up to a maximum of their guaranteed hours. Pre-scheduled sick leave shall not exceed eight (8) hours per day.

- A. Unscheduled sick leave is normally taken in eight (8) hour increments per day; however, shall not exceed an employee's scheduled program hours for that day.
- B. Employees with a positive sick leave balance may, at their option, choose to take sick leave from zero (0) to eight (8) hours per day but at least to their guaranteed hours. Their choice shall be documented on their time sheet. If their choice is not documented on the time sheet then the employee will be paid sick leave for their unscheduled sick leave day up to their guarantee.
- C. Employees with a zero (0) or negative sick leave balance will not receive pay for that day or they may choose to take annual leave or floating holiday for the hours missed up to their guarantee.
- D. Employees calling in sick for a Saturday or Sunday drive will receive up to eight (8) hours sick leave for that day. They will not be paid overtime for any of these hours unless the sick leave pay takes them above forty (40) hours for the week.
- E. If an employee's scheduled hours add up to less than the employee's guarantee including their eight (8) hours sick leave for an unscheduled absence, then they will receive their guaranteed hours.
- F. If an employee's scheduled hours add up to equal or greater than their guarantee but their eight (8) hours sick leave for an unscheduled absence does not meet their guarantee, then they may choose to supplement with additional sick leave hours for that day up to their scheduled hours for that day or accept the reduced hours.

**Section 9.** Should a paid holiday fall during a full-time employee's paid sick leave, he/she shall receive her/his holiday pay instead of using a paid sick day.

**Section 10.** Upon resignation with ten (10) years of employment, fifty percent (50%) of unused, accrued sick leave will be paid off. Upon the retirement or death of an employee, he/she (or his/her designated beneficiaries) shall receive seventy-five percent (75%) payment for his/her unused sick time.

**Section 11.** An employee while on paid sick leave shall continue to have his/her health and life insurance and retirement paid and he/she shall accrue vacation benefits and sick leave days. He/she shall receive holiday pay for all stated holidays which fall during his/her paid sick leave.

**Section 12.** An employee may be granted up to a twelve (12) month unpaid sick leave of absence provided that a request for sick leave be supported by a certificate from the employee's attending physician.

**Section 13.** An employee while on unpaid sick leave shall continue to accrue seniority for the length of the unpaid leave (up to twelve [12] months). However, no benefits are accrued or paid while an employee is on unpaid sick leave, after eligibility for benefits under the Disability Supplement (Section 15 below), have been exhausted.

**Section 14.** Job return rights for employees timely returning from an approved sick 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 15. Disability Supplement.** The Employer shall make supplemental disability payments available to employees with at least one (1) year's seniority upon the following conditions:

- A. The employee must first draw down his/her accrued sick leave bank if any to fifteen (15) hours. He/she must also draw down his/her accrued annual leave to fifteen (15) hours. The employee may at his/her option draw the sick leave bank or accrued annual leave down to zero.
- B. The Employer shall have no obligation to make any supplemental payments until the disability period exceeds seven (7) calendar days.
- C. The maximum obligation of the Employer to make payments shall be for a period of twelve (12) weeks in any rolling twelve (12) month period less any time covered by payments under paragraph A above. The Employer shall pay 60% of the employee's regular straight time earnings (up to 8 hours per day) not to exceed:
  - First year \$140.00 per day
  - Second year \$150.00 per day
  - Third and fourth year \$160.00 per day
- D. The Employer will pay the health insurance premium through the end of the month in which any unpaid sick leave begins.
- E. The Employer shall have no obligation to make payments for any periods during which the employee is employed elsewhere, drawing benefits under worker's compensation or similar law or is drawing disability payments from any other source.
- F. The Employer may require a physician's certificate of continuing disability.
- G. The Employer may replace the above self insurance program with a premium based program at its discretion.

**Section 16. Family and Medical Leave Act.**

- (a) **Leave Entitlement.** An employee who has been employed by the Company for 12 months and who has completed 1,250 hours of work during the 12-month period immediately preceding the commencement of such leave will be entitled to leave under the Family and Medical Leave Act of 1993 ("Act") in accordance with its provision and the provisions of this Section. To the extent an employee is entitled to a leave under this Article and any other Section of this Agreement, the leaves shall run concurrently.
- (b) **Year for Purposes of Determining Leave Entitlement.** For the purposes of determining an employee's leave entitlement under the Act, the 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 shall fail to timely remit premium payments, the Employer shall terminate coverage. If, upon expiration of the leave under the Act, the employee fails to return to work, any premiums paid by the Employer shall be a legal debt due and owing from the employee to the Company. If the failure to return to work is a reason as set forth in Section 104 (c)(2)(B)(i) and (ii) of the Act, then amounts paid by the Company toward the premium cost of benefits shall not be a debt owed by the employee.
- (d) An employee on leave under this section shall use all accrued annual leave and accrued sick leave before taking unpaid leave, except in the case of a leave to care for an immediate family member. In this case, they would be required to use all accrued annual leave and sick leave to the maximum allowable under Section 6 of this Article.

**ARTICLE 22**

**ANNUAL LEAVE**

**Section 1. Length of Vacations.**

**A.** 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.** Part-time and per diem employees shall earn paid vacations on a pro-rated basis.

**Section 2. Vacation Pay.** Employees shall be paid their vacation pay at their regular hourly rate of pay. Vacation time shall be considered as time worked for the purpose of calculating overtime.

**Section 3. Vacation Scheduling.**

- A.** Vacation requests should be submitted in writing between December 1st and December 31st of each year. Employees may submit a 1st, 2nd and 3rd choice. Each employee shall be guaranteed a one (1) week vacation between June 1 and September 1 of each year. Where more than the allowable number of employees have requested the same vacation time off, seniority shall govern. During this bidding period each Collection team shall be considered separately for seniority requests. Unsuccessful vacation bidders shall select another summer vacation week if they so desire before other requests of other employees are considered.
- B.** During and after this bidding period, annual leave not picked up by one location may be taken by another location. After December 31st, this will be on a first come, first served basis.
- C.** Request for less than a work week may not 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) per team for Eastern and Northern may be on annual leave 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 vacation time 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 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 vacation weeks.
- H.** Vacation requests must be approved by the Collections Supervisor or designee and employee(s) will be notified.
- I.** The Employer may not cancel or reschedule vacations except when emergency or disaster conditions so require. The employee may not cancel or reschedule vacations without reasonable cause and notice of at least four (4) weeks.
- J.** The vacation schedule shall be available to any employee requesting to see it.
- K.** In the event an employee becomes ill or injured during her vacation and such illness or injury lasts for at least five (5) days, she may use any paid sick days which she has accrued or may apply for a leave without pay, in which event such time will not be charged against her vacation time off. The Employer may require a doctor's certificate to verify the illness or injury. Such unused vacation time may be later rescheduled on the same terms and conditions as other vacation time off. The Employer shall supply written confirmation of the request for and

granting of paid sick days in place of vacation days.

Should death occur which would entitle an employee to bereavement leave under Article 26, and such bereavement leave time conflicts with her scheduled vacation, the employee may take bereavement leave which shall not be charged against her vacation time off. Vacation time not taken by virtue of the operation of this paragraph and the above paragraph may later be rescheduled in the same manner as regular vacation time off is scheduled.

**Section 4. Vacation Accrual.** Vacation time shall be accrued on a calendar year basis, from January 1 of each year.

New employees shall be entitled to use vacation time accrued during the previous calendar year only after their probation is completed.

The Employer and the Union recognize that vacations are important to the well-being of the employees. Employees shall take their vacations annually, and may not carry more than seven (7) unused vacation days over from year to year without the written approval of the Employer. Employees shall forfeit any unused vacation days over seven (7) not taken and not authorized to be carried over to the following year.

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

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

**Section 7.** An employee while on paid annual leave shall continue to have her health and life insurance and retirement paid and she shall continue to accrue vacation benefits and sick leave days. She shall receive holiday pay for all stated holidays which fall during her annual leave.

## **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 Director of Human Resources. 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**

An employee who is required to serve on a jury shall be paid the difference between her pay for jury duty and her regular pay. 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. Part-time employees serving on jury duty shall be compensated at their regular hourly rate for hours in jury service. The maximum period of time the Employer will provide continuation of pay will be thirty (30) calendar days.

## **ARTICLE 29**

### **HOLIDAYS**

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

New Year's Day	Christmas Day
Memorial Day	Independence Day
Thanksgiving Day	
Labor Day	

Five floating holidays to be designated by the employee with three (3) weeks advance notice to the Employer.

Part-time employees will receive holiday pay for four (4) holidays per year. The four (4) holidays designated are Christmas Day, Memorial Day, Independence Day, and Thanksgiving Day.

**Section 2.** The Employer may refuse to grant a floating holiday if more than four (4) of the collection staff per team for Central, West or Southwest and two (2) per team for Eastern or Northern have previously been scheduled for a floating holiday or annual leave on the same day.

**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.** Full-time employees shall be paid at their regular rate of pay for each observed holiday. Part-time employees who do not work on the holiday shall not receive holiday pay, except as in Section 1 above.

**Section 5.** Any employee who works on a holiday shall receive holiday pay plus twice (2x) the regular pay.

**Section 6.** Employees shall be paid at the rate of time and double time (2x) for any work done after 5:00 p.m. on Christmas Eve and New Year's Eve.

**Section 7.** New full-time employees shall receive floating holidays according to the following schedule:

- A. If employed prior to July 1 -- four (4) floating holidays.
- B. If employed after July 1 but prior to December 1 -- two (2) floating holiday.

**Section 8. Definition.** A holiday worked shall be paid as a holiday regardless of the designated day of observance for the other employees.

**Section 9.** To qualify for holiday pay, the employee must work the scheduled day before and the scheduled day after the holiday, or be on prescheduled approved paid leave or paid leave with medical statement verifying illness.

## **ARTICLE 30**

### **INSURANCE**

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

The employee will be given the option of choosing either the primary insurer (currently Aetna Insurance) of the Employer or an HMO. The current HMO offerings will include the current national policy for PHP, Priority Health and Health Plus and the local current BCN policy, where offered. Employees will pay the following maximums towards the premium cost of health insurance on a biweekly basis as follows:

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

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

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

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

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

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

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

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

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

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

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

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

- A. Option applies to all employees from date of hire.
- B. Must provide evidence acceptable to Employer of coverage elsewhere at times and in forms determined by Employer.
- C. Employer has no liability to employee electing this plan beyond payment of rebate. (No liability if other coverage is lost for any reason).
- D. Employee may rejoin Employer's plans only on terms acceptable to carrier (including proof of insurability).

- E. Implementation and continuation of this plan must have no material adverse effect on Employer's insurance premium.
- F. Rebate to be accrued and paid semi-annually on uniform dates to be determined by Employer.
- G. Rebates shall be gross, subject to any deductions required by law or authorized by the employee.
- H. Plan must have no adverse consequences to any American Red Cross Employee not participating.
- I. Rebates to be as follows based on required Employer contributions:
  - Family and Second Tier \$100/month
  - Single \$50/month
 Dental Buyback: 33% of premium in effect at time buyback is elected
- J. If this plan is discontinued under (E) or (H), employees will continue to receive rebate until reenrolled in another Employer health plan.

**ARTICLE 31**

**RETIREMENT**

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

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

**Section 3.** The Employer shall pay 50% of the applicable Medicare supplement premium (or equivalent) for full-time employees retiring at age 65 or over. For full-time employees retiring at 60 - 64, with twenty (20) years of service, the Employer shall pay 50% of the applicable regular premium (or equivalent) if the employee is not eligible for Medicare supplement rates. Part-time employees may elect full-time benefits provided they pay an additional percentage of the Employer cost on a pro-rated basis. In the event that the Employer begins participating in a retirement health plan sponsored by the National American Red Cross, the Employer may in its discretion choose to substitute such plan for the coverages described above in this section.

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

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

## ARTICLE 32

### 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 inservices 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, and, where there is no Team Leader assigned, an Acting Head Nurse 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.

Car 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 Acting Head Nurse. The Acting Head Nurse 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 Acting Head Nurse 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 Acting Head Nurse shall be responsible to make the driving assignment or drive herself.

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

### **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 Acting Head Nurse 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 Acting Head Nurse 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, or in their absence the CEO.

Where no Team Leader is assigned and where the Acting Head Nurse otherwise questions the suitability of a site which may include issues of extreme temperature variances (outside of 15° C - 30°C, 59°F - 86°F), he/she shall phone the Director of Collections or his/her designee, in their absence the CEO. After such telephone consultation, the Acting Head Nurse shall follow the direction given and document it accordingly.

**Section 3.** For any site concerns, staff should notify the Team Leader, Acting Head Nurse, 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.** The Employer shall pay one-half (1/2) the tuition for full-time and part-time employees enrolled in courses for credit towards state continuing education requirements. Such courses shall be scheduled during the employee's free time.

**Section 2. 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.

The Employer shall establish a nursing library and provide \$200.00 annually

for books and periodicals to be chosen by the Joint Labor Management Team.

**Section 3. 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 4.**

- 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 but will forfeit their guaranteed hours for the week. 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 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.

**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.

**Section 4.** Employees will receive meal vouchers for time spent in negotiations in accordance with this Agreement.

## **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 leave earned, used and remaining. Such information shall also be available for such employee's inspection at the Personnel Office during normal business hours.

**Section 5.** Employees whose paychecks are incorrect by an amount equal to or greater than \$50.00 shall receive compensation the next working day after notifying the Employer. Paycheck errors greater than \$25.00 but less than \$50.00 shall be corrected within three (3) working days after notification to the Employer. Other corrections will be made on the next paycheck. If paycheck errors are a result of an employee failure to timely submit time sheet, the employee will receive his/her normal base pay for the days worked and corrections will be made the following pay period.

## 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.** An employee who is unable to get to work because of inclement weather may refuse to drive and shall not forfeit salary up to eight (8) hours. Such hours shall not be counted toward overtime. The Employer may require verification as a condition of such payment. 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 will not be required to use floating holidays or annual leave time to compensate for hours not worked due to inclement weather conditions.

**Section 2. Bulletin Boards.** The Employer shall provide a bulletin board in each 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 2080 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 capable of lifting based on MIOSHA guidelines. In addition to these guidelines, the Collections staff will not be required to lift more than forty (40) pounds. MUAs will not be required to lift more than fifty-five (55) pounds dead weight or three hundred twenty-five (325) pounds on a wheeled cart.

## **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 March 31, 2004 and shall remain in full force and effect through March 30, 2008. 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 resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and 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**

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

**UNION**

Office and Professional Employees  
International Union (OPEIU) Local 459

\_\_\_\_\_  
Cheryl Hunt  
Collections Supervisor

\_\_\_\_\_  
Cheryl Albert, Bargaining Team

\_\_\_\_\_  
Martha J. Shaver  
Director of Collections

\_\_\_\_\_  
Vadonna Jackson, Bargaining Team

\_\_\_\_\_  
William A. Whittington  
Director of Human Resources

\_\_\_\_\_  
Cindra Krieger, Bargaining Team

\_\_\_\_\_  
Cathy Reichstetter, Bargaining Team

\_\_\_\_\_  
Lance Rhines, Service Representative

\_\_\_\_\_  
Shirley Simons, Bargaining Team

\_\_\_\_\_  
Melissa Smith, Bargaining Team

\_\_\_\_\_  
Mike Wiklanski, Bargaining Team

## LETTERS OF UNDERSTANDING

**A.** The amount of life insurance referenced in this Agreement will be capped at \$15,000 maximum for retirees as feasible under contract with the provider.

(March 17, 1987)

**B.** Twelve (12) Bloodmobile programs shall be identified by the Joint Labor Management Committee as special programs that require one (1) additional staff member to be assigned to the operation. The list of the twelve (12) programs will be reviewed by the Joint Labor Management Committee to add or delete operations to the list which will not exceed twelve (12) during any calendar year.

(March 17, 1987)

**C.** The Employer will provide each employee with a monthly statement of their leave earned, used and remaining.

**D.** Security shall be provided one-half (½) hour before dusk when employees are parked at the Flint site.

**E.** Whereas, the past practice divides the state in areas served by the Central/Southwestern/Western Teams and the Eastern/Northern Teams, and

Whereas, the Employer believes efficiencies can be achieved by allowing employees to cross these jurisdictional lines,

Therefore, it is agreed:

1. Unless and until some different scheduling system is agreed to, the Employer will continue to schedule on a team basis, and in accordance with past practice.

a) Effective upon ratification, individual bargaining unit employees may volunteer to work drives outside of their current boundaries. No bargaining unit employee will be required to work such a program outside of his/her current boundaries.

b) It is agreed the following boundary lines may be crossed:

1. Central team members may be assigned to Genesee county;
2. Eastern team members may be assigned to Shiawassee, Isabella, Ingham, Clare and/or Livingston counties;
3. Northern team members may be assigned to Manistee, Wexford, Osceola and Missaukee counties.

Employees required to work on the above drives shall either use the equipment they normally use or shall have received training on any different equipment.

c) Changes in past practice as specified in paragraph 1a shall not be used to erode either the former Eastern/Northern Team or the Central/Southwestern/Western Team.

- d) Except as outlined above in items 1a, no changes from current boundary practices will occur unless mutual agreement is reached to modify the system.

It is understood that under this letter of understanding that OPEIU MUA's may not currently perform work covered by the Teamsters MUA unit. This does not preclude Eastern/Northern Team members from working with Teamster MUA's or Central/Southwestern/Western Team members from working with OPEIU MUA's when assigned under this letter of understanding.

**F.** It is agreed that OPEIU Collections staff members may assist with office work under the following guidelines:

1. Assigned office work will be based on staff members who volunteer for such assignments. This will be established by each of the five (5) teams posting a volunteer sign up list. New volunteer sign up lists will be posted upon ratification of this contract. Staff members may opt to cross team lines.
2. The hours worked will take place between 9:00 a.m. and 5:00 p.m. Office hours will be scheduled for at least a four (4) hour minimum and not greater than eight (8) hours (not including travel time). Any hours worked outside of 9:00 a.m. and 5:00 p.m. will be voluntary.
3. A staff member scheduled to work in the office may be reassigned to a blood drive. They will not be required to work outside of original scheduled office hours.
4. If a staff member crosses team lines to work in a office they will be paid applicable travel time.

**G.** It is agreed that additional compensation at one dollar seventy-five cents (\$1.75) per hour for hours worked on 2RBC machines will be paid retroactively for the period of six (6) months prior to ratification of this contract to Double Red Cell trained staff (once released to task). This payment will be made no later than thirty (30) days following ratification.

#### MOBILE UNIT ASSISTANT (MUA)

- A.** It is agreed that the Employer will schedule sufficient arrival time for Mobile Unit Assistant (MUA) set-up. Normally, one and one-half (1½) hours will be scheduled prior to the start of the program, except for those drives identified as historically needing fifteen (15) minutes additional set-up time.
- B.** Per-diem MUA's will be guaranteed at least one (1) program per month.
- C.** MUA's will be provided with proper credit card(s) for business use. The credit card shall be used strictly for hotel reservations and emergencies and will be billed to the Employer.
- D.** If it is necessary for MUA's to cross team lines between Eastern/Northern Teams, volunteer(s) will be sought first. If there are no volunteer(s) then assignments will be made based on a low seniority rotation.

## APHERESIS

- A. Since the Flint Apheresis Department is new to this collective bargaining agreement, current Apheresis Technicians will be paid in accordance with currently established Apheresis Technician pay scales plus any wage increases resulting from the renewal of this contract.
- B. Insofar as the new Apheresis Department is able to grow in Flint through increased collections, it is anticipated that additional positions - including full-time positions will be available in Apheresis in the future.
- C. The parties agree that Apheresis staff in Flint will be allowed to work in the Collections Department concurrently if Apheresis staff so desire on a per-diem basis. This will be contingent on the need for per-diem Collections staff as well as the qualifications and previous training of Apheresis staff.
- D. Whereas this Apheresis Department is new and issues will arise from time to time, both parties agree to continue to bargain in good faith to resolve such issues throughout the life of this bargaining agreement.

## APPLICATION

The guarantee of hours/pay (Article 17, Section 7) provides a baseline minimum guarantee of hours/pay to provide protection to employees in the event of program cancellations or other very short-term, unpredictable scheduling problems which would not require management to consider a layoff.

It is the intention of this letter of understanding to clarify the circumstances under which the Employer's burden to provide the minimum guarantee would be altered from the minimum established in Article 17, Section 7.

It is understood that the actual hours worked in any given week may be in excess of the minimum guarantee. However, in the following situations, the actual hours worked may be less than the minimum guarantee of hours/pay due to granted leaves of absence or vacations or emergencies.

- 1. When an employee is unavailable for work due to a pre-scheduled paid leave, (vacation and holidays, pre-scheduled sick leave), the employee's personal minimum guarantee of work or pay per week will remain unchanged. To meet the guarantee, the employee will be charged 8 hours leave per day for vacation, holidays, and entire days not worked when sick.
- 2. When an employee is unavailable for work due to unscheduled paid leave (emergency sick leave and paid bereavement), the employee's personal minimum guarantee of work or pay per week will remain unchanged. (Article 21, Section 8 and Article 26, Section 1.)
- 3. When an employee is unavailable for work due to pre-scheduled unpaid leave (request day off) the employee's personal minimum

guarantee of work or pay per week will decrease by "one" day of 8 hours for full-time employees and 6-3/4 hours for part-time employees.

Part-time employees who have a guarantee of three (3) days or less per week may specify one (1) request day off per week without a reduction in their minimum guarantee of hours/pay that week.

- a) An employee may apply for a request day off before or after the schedule is posted. However, the Red Cross retains the right to continue to deny the day off.

If the employee wants their "usual" guarantee of hours/pay but is scheduled less hours because of the request day off, the employee may, by the Monday preceding the Monday of the scheduled week: 1) notify the Employer to cancel the request day off and hold themselves available for work that day (in which case the Employer would be required to fill the "usual" guarantee of hours/pay for the week; 2) decide to keep the request day off but use vacation leave to supplement the difference between the actual hours worked that week and their "usual" guarantee.

- b) If an employee applies for a request day off for an unscheduled day after the schedule is posted, their hours will not be intentionally reduced from the originally posted hours. If, however, due to unforeseen program changes (i.e., program cancellations) the employee's hours are reduced below the "usual" guarantee of hours/pay before the employee actually has taken the request day off, the employee may elect to:

1. Use vacation hours to supplement the difference between the actual hours worked and the "usual" guarantee, or
2. Receive the "reduced" guarantee of hours/pay or actual hours worked (whichever is greater),
3. Cancel the requested day off and hold themselves available for work that day (which would require the Employer to fulfill the employee's "usual guarantee").

- c) In the event the employee has already used the request day off and their scheduled hours are reduced by a program cancellation, the Employer will provide work or pay up to the reduced minimum. The employee may elect to supplement the reduced minimum or actual hours worked (whichever is greater) with vacation time up to the "usual" minimum if they wish.

- 4. When an employee is unavailable for work due to unscheduled unpaid leave (unpaid bereavement leave), the employee's personal minimum guarantee of work or pay per week will decrease by number of pre-scheduled hours missed due to bereavement leave. The employee may choose to use vacation leave to supplement the difference between actual hours worked and their "usual" personal minimum guarantee.