

COLLECTIVE BARGAINING AGREEMENT
GREAT LAKES BLOOD SERVICES REGION
AMERICAN RED CROSS

AND

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION

LOCAL 459, AFL-CIO

LABORATORY, CLERICAL, DISTRIBUTION

EFFECTIVE October 1, 2021 to December 31,
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Table of Contents

Preface.....	3
Article 1 – Recognition.....	3
Article 2 – Management Rights and Responsibilities.....	3
Article 3 – Union Security and Dues Check off of Dues.....	4
Article 4 – Maintenance of Standards.....	5
Article 5 – Non-Discrimination.....	5
Article 6 – Bargaining Unit Vacancies and Promotions.....	5
Article 7 – Bargaining Unit Work.....	6
Article 8 – Subcontracting.....	6
Article 9 – Work Schedule.....	6
Article 10 – Call Pay and Policies.....	9
Article 11 – Job Duties and Responsibilities.....	11
Article 12 – Part-Time Employees.....	11
Article 13 – Seniority.....	12
Article 14 – Layoffs and Recalls.....	13
Article 15 – Grievance Procedure and Arbitration.....	15
Article 16 – Discipline & Discharge.....	17
Article 17 – Work Performance Reviews.....	18
Article 18 – Holidays.....	19
Article 19 – PTO.....	19
Article 20 – Medical Leave and FMLA.....	21
Article 21 – Parental/Adoption Leave.....	22
Article 22 – Bereavement Leave.....	23
Article 23 – Jury Duty Leave.....	24
Article 24 – Military Leave.....	24
Article 25 – Leave for Union Business.....	24
Article 26 – Returns from Leaves of Absence.....	25
Article 27 – Temporary Employees.....	25
Article 28 – Continuing Education.....	25
Article 29 – Insurance Benefits.....	26
Article 30 – Retirement.....	26
Article 31 – Miscellaneous.....	26
Article 32 – Strikes, Work Stoppages and Lockouts.....	28
Article 33 – Representation.....	29
Article 34 – Negotiations.....	30
Article 35 – Termination and Waiver.....	30
Article 36 – Joint Labor Management Meeting.....	31
Signatures.....	32
Wage Schedule.....	33
Letters of Understanding.....	38

PREFACE

This AGREEMENT, made and entered into October 6, 2018 between the Great Lakes Regional Blood Services, American Red Cross of Michigan, hereinafter named the "Employer" and Office and Professional Employees International Union, Local 459, AFL-CIO, hereinafter named the "Union".

ARTICLE 1

RECOGNITION

Section 1. The Employer agrees to recognize the Union as the sole collective bargaining agent for all fulltime and regular part-time and per diem Laboratory, Clerical and Distribution employees and administrative assistants, accounting clerks, customer service representatives, coordinators, caseworkers, instructors, instructor trainers, intake workers, lifeguards, maintenance workers, mannequin maintainers, and specialists, at the Great Lakes Region; exclusive of Managerial Employees, Scheduling Coordinator, Booking Coordinator, Technical Writer, Administrative Secretaries, Compliance Specialists, Work-study Employees, Professional Employees, Confidential Employees, Donor Recruitment Representative and Supervisors as defined by the National Labor Relations Act.

ARTICLE 2

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial right, prerogatives, and functions are retained and vest exclusively in the Employer including, but not limited to, the following rights: The right to plan, direct and control its operations; to hire, assign, recall, transfer and promote employees; maintain efficiency of employees; to reprimand, discipline and discharge employees for just cause; to lay off employees for lack of work or for other monetary reasons; to determine the hours and scheduling for work; to maintain order and efficiency; the right to study and introduce new or improved work methods or facilities; to automate work and work methods as it deems best; to determine the qualifications of its employees and the work standards; determine the personnel, methods, procedures, means and facilities by which operations are conducted.

Section 2. The right of the Employer to make reasonable rules and regulations within the framework of the rules and regulations established in conjunction with this Agreement is recognized by the Union provided the same are not inconsistent with the provisions of this Agreement. The Employer shall meet and discuss any proposed rules and regulations with a representative of the Union, which are not technical in nature at least thirty (30) days in advance of implementation of the rule. The rule shall not be implemented prior to this. The reasonableness of rules shall be subject to the grievance procedure.

Section 3. During the term of this Agreement, the Employer's occasional inadvertent failure to exercise, or inconsistent exercise, of any right prerogative or function reserved to it in

Section 1, above, shall not constitute a waiver of the Employer's right to exercise such right in the future in a manner consistent with, and provided by, the terms of this Agreement.

ARTICLE 3

UNION SECURITY AND DUES CHECK OFF OF DUES

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

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

Section 3. The Employer agrees to deduct semi-monthly from the wages of all full-time, part-time and per diem employees who are members of the Union all uniformly assessed membership dues and initiation fees (provided it is not contrary to law) as provided in a written authorization, signed by the employee. This authorization will be provided by the Employer at the time of hire to employees for voluntary execution of same. These written authorizations shall be effective and irrevocable for a period of one (1) year from date hereof or up to the termination date of this Agreement, whichever is sooner. These authorizations shall continue in full force and effect for yearly periods beyond the irrevocable period above and each subsequent yearly period shall be similarly irrevocable unless revoked by written notice given not more than ten (10) days prior to the expiration of any irrevocable period. Such revocation shall be by written notice by certified mail to both the Employer and the Union. The Employer will remit to the Union such deductions monthly, not later than the 25th day of the calendar month in which such deductions are made.

Section 4. Any change in the rate of dues and/or initiation fees levied by the Union shall be put into effect in the deductions made by the Employer within thirty (30) days following the day the Employer receives written notice for the change from the Union.

Section 5. It is understood and agreed that the provisions of this Article shall be subject to the requirements of applicable law. The Union agrees to indemnify and save the Employer harmless from any and all claims, suits, judgments, attachments and from any other form of liability arising out of or resulting from any deduction from wages made in accordance with this Article.

ARTICLE 4

MAINTENANCE OF STANDARDS

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

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

ARTICLE 5

NON-DISCRIMINATION

See **National Addendum** Article 4.

ARTICLE 6

BARGAINING UNIT VACANCIES AND PROMOTIONS

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

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

Departments shall be defined as Lab, Clerical and Distribution.

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

Section 3. All employees bidding for a vacancy or promotion shall file their bid electronically by completing the internal application form and submitting to Talent Acquisition

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

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

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

ARTICLE 7

BARGAINING UNIT WORK

Section 1.

Bargaining unit work performed by non-bargaining unit personnel – See National Addendum Article 9, Section 3.

Section 2. Volunteers. See National Addendum Article 9, Section 8.

ARTICLE 8

SUBCONTRACTING

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

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

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

ARTICLE 9

WORK SCHEDULE

Section 1. See National Addendum Article 5, Section 2. Article 7, Section 1. In addition to local language.

Section 2.

- a. **Lunch:** See **National Addendum** Article 8, Section 1, & 2. An employee who works a back-to-back shift shall be entitled to breaks and lunch periods for each shift. Employees on single-staffed shifts for any reason will be paid for their lunch period and may eat in their break room.

Section 3.

- a. **Breaks & rest periods:** See **National Addendum** Article 8, Section 1.
- b. Distribution employees who are not working alone must take their break away from the work area. Distribution employees working single-staffed shifts shall take their breaks in the break room as time permits.

Section 4.

- a. **Overtime Premiums:** See **National Addendum**, Article 14, Section 4.
- b. **Holiday Premiums:** See **National Addendum** Article 15, Section 2.
- c. **Computing Premium Pay:** See **National Addendum** Article 14, Section 1, 2, 3 & 4
- d. **Payroll Week:** See **National Addendum** Article 7, Section 1.
- e. **No Pyramiding of Premium Pay:** See **National Addendum** Article 14, Section 3.
- f. **Rescheduled hours:** With prior written approval of the supervisor, for scheduled overtime work, an employee may elect to leave early or report late not to exceed two (2) hours per week.

Section 5. Shift Differential: See **National Addendum** Appendix B.

Section 6. Call Back Pay: See **National Addendum** Article 10, Section 5 (b) 10 hour turn around time.

Section 7.

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

Any employee may request a flex schedule. Such employee shall submit a written request to their supervisor listing the starting time and quitting time according to the proposed flex

schedule. The supervisor shall respond to the request within two (3) weeks from the date of the request. Such requests shall not be unreasonably denied.

The parties will support the use of flexible work schedules so long as such schedules do not impact the services provided. Such schedules, including telecommuting and compressed workweeks, will be considered on a department-by-department basis. The implementation, continuance, discontinuance, or modification of flexible work schedules is at the discretion of the manager, subject to reasonableness and subject to discussion with the involved employees. Should management determine to discontinue such schedules they will provide a thirty (30) day notice prior to changing an employee's schedule, with explanation of the change.

Section 8. Extra Hours/Temporary Vacancies.

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

b. The parties agree that work/life balance is essential to a healthy workplace and productive workforce. The Employer shall make all efforts not to schedule or require an employee to work more than five (5) days in a row.

Section 9. Scheduling. See **National Addendum** Article 10, Section 5. In addition to the local language.

The Employer shall make available to all employees a schedule of future work assignments and hours at least three (3) weeks in advance by means of a posted schedule. This schedule shall be legible and easily interpreted. The Employer retains the right to alter the schedule based on unforeseen scheduling or staffing needs; however, the Employer agrees that affected employees and the Union will be apprised of the pending operational changes and given an opportunity to provide input in a forum of open discussion. Employees shall receive at least a twenty-one (21) calendar day notice of permanent shift changes unless a shorter time is mutually agreed upon by the employee and the Employer.

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

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

Section 11. OJI Pay. See **National Addendum Appendix B.**

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

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

Section 14. Supervisor Unavailable. The employer shall be responsible for making employees aware of whom to contact, for making managerial decisions, when the employees supervisor is unavailable.

ARTICLE 10

CALL PAY AND POLICIES

Section 1. Reference Service Call. A minimum of four (4) employees and one (1) supervisor will share reference services call responsibilities. There will be two (2) individuals on-call during all weekly assigned on-call periods. One shall be designated as "primary" call which shall include the fielding of calls, performance of all testing procedures, performance of all quality control checks of equipment utilized for testing, initiation of all necessary reports and related paperwork. The second individual shall be designated as "secondary call" which will be responsible for the review and approval of all reports and documentation relating to the work performed by the primary call. On-call will be assigned on a rotating basis and will be equally distributed among all staff, both for primary and secondary call.

Section 2. Compensation for Sub-site On-Call. See **National Addendum Appendix B.** In addition to local language. Time spent responding on the telephone shall be considered time worked at a minimum of fifteen (15) minutes and time and one-half (1.5x) per hospital inquiry.

Section 3. Compensation for Reference Calls. See **National Addendum Appendix B.** In addition to local language. For IRL employees, actual time worked shall be at time and one-half (1.5x) her/his regular base hourly rate of pay. Time spent responding on the telephone shall be considered time worked at a minimum of fifteen (15) minutes and time and one-half (1.5x) per hospital inquiry.

Section 4. Hours of Call See **National Addendum Appendix B.** In addition to local language. Current call hours are:

Area	Days	Times
Reference Laboratory	Monday through Friday	0000 to 0700 1700 to 2359
Reference Laboratory	Weekends and holidays	24 hours

The Employer may change these hours with two (2) weeks advance notice to the employees and the Union. Any differences from table above will be provide to employees and the union.

Section 5. Frequency of Calls. In the event that the frequency of necessary call duties would exceed one (1) time in any week the additional call hours will be offered on a voluntary basis according to departmental seniority rotation to any employee willing to work them. If more than one (1) person is willing to work, the extra hours shall be rotated starting with the high senior. Declining an offer shall be treated the same as working for rotating purposes. If an employee is unavailable to be offered the hours, the employee shall be skipped over but shall retain her/his place for the next offer. Mandatory assignment may be made according to lowest seniority for periods not to exceed two (2) weeks for any given employee. In emergency situations, supervisors may perform bargaining unit on-call work until relieved by bargaining unit staff in accordance with the above procedure. The parties will also meet to discuss a resolution to the increased frequency of on-call assignments.

Section 6. Off Shift Call-ins. Day Shift employees called in past midnight but before 7:30 a.m. must make arrangements with their supervisor as to their work schedule for their regularly scheduled shift on the same workday, including:

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

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

Section 7. Offers of additional on-call assignments resulting from unforeseen vacancies with on-call schedule shall be equalized across all employees within the relevant classification(s). A list of all such employees shall be kept and administered by the steward for the lab under the direction of the Director, Manager, or designated supervisor. Employees shall be offered additional on-call assignments in order of seniority. Declining an offer shall be treated the same as working an additional on-call for equalization purposes. Assignments from unforeseen vacancies will be filled two (2) working days before the start of the assignment.

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

Section 8. Equipment. The Employer will provide all equipment necessary for on-call duties, including, but not limited to scanning and fax equipment excluding the telephone line/connection whether the employee is performing such duties from home or at the Employer's facility. Such equipment shall be used only for Red Cross on-call related business.

Section 9. Vacation and On-Call. Employees shall not be scheduled for call during the payroll week when taking PTO for that payroll week.

ARTICLE 11

JOB DUTIES AND RESPONSIBILITIES

See **National Addendum** Article 9. In addition to local language.

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

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

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

ARTICLE 12

PART TIME EMPLOYEES

See **National Addendum** Article 5, Section 2. In addition to local language.

Section 1. Per Diem employees are part of the bargaining unit and are those who normally work less than twenty (20) hours per week. Per Diem employees may be hired to fill vacant shifts. It is not the intent of management to use per diem staff as replacement for necessary staffing additions.

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

ARTICLE 13

SENIORITY

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

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

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

For the purpose of determining wages and benefits under the terms of this agreement, an employee's length of service shall include time worked under either local 459 collective bargaining agreement, (Collections or Lab, Clerical, Distribution) or under any other collective bargaining agreement with American Red Cross Great Lakes Region so long as service with the employer has not been interrupted by more than a 6 month period. Seniority within the bargaining unit will prevail for all other purposes such as layoff and recall, PTO bidding, job bidding, etc.

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

An exception will be made as follows:

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

Section 5. Medical leaves of absence (as per Article 26), union leave (as per Article 25) and military leave (as per Article 24) shall be with accumulative seniority.

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

- a. Resignation -while such employee has no recall rights thereafter, if the Employer re-employs this employee within six (6) months of his/her quit, his/her original date of hire seniority shall be reinstated, minus the time between the resignation and the rehire.
- b. Three consecutive days of unexcused absenteeism without reporting to the immediate supervisor will be considered a voluntary quit.
- c. Discharge for cause.
- d. Failure to return to work within seven (7) calendar days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident.
- e. The employee does not return to work upon the expiration of any leave of absence, unless there is a reasonable excuse for a delay in reporting. Said delay is not to exceed four (4) days. Upon an excuse acceptable to the Employer, this period may be extended.
- f. Retirement.
- g. Promotion to a position with the Employer outside the bargaining unit and does not return to the bargaining unit within six (6) months of the promotion.
- h. Absences from work for a period of eighteen (18) consecutive months for any reason.

Section 7. The Employer shall prepare a seniority list by date of hire and by classification upon request of the Union. See **National Addendum Article 6**

ARTICLE 14

LAYOFFS AND RECALLS

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

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

Section 3. Full-time employees shall not be required to take temporary or part-time work and shall not be required to accept a part-time position regularly scheduled as twenty (20) hours per week or less. An employee shall not be required to accept a transfer to a work site more than thirty (30) miles from their regular work site in order to retain his/her seniority. An employee who declines such a transfer shall be treated as any other laid off employee, except that he/she may at the option of the Employer be excluded from being recalled or bidding for the position he/she refused to transfer to.

Section 4. Layoffs. When scheduled layoffs become necessary in any classification, the employees in that classification shall first be canvassed to see if they wish to volunteer for the layoff. If any do, they shall be laid off from work. If less than enough employees volunteer for the layoffs from any classification, then first, temporary employees within the classification shall be laid off. If additional layoffs within the classification are still necessary, then probationary employees shall be laid off. If additional layoffs within the classification are still necessary, seniority employees shall be laid off in reverse order of seniority. All employees facing layoff shall be provided at least two (2) weeks advance notice. In the case of an emergency layoff, or a scheduled layoff in a situation where the Employer does not know of the need for the layoff more than two (2) weeks before same, the Employer will give as much advance notice as it reasonably can. Employees receiving less than two (2) weeks' notice of layoff will be provided wages in lieu of notice.

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

Laboratory

Lead Technologist, IRL
Technician I, Manufacturing
Technician II, Manufacturing
Technologist II, IRL
Technologist III, IRL

Clerical

Collections Material Coordinator
General Maintenance Technician
Maintenance Assistant
Technician II, Biomedical Equipment
Account Specialist I, Donor Recruitment
Custodian, Facility Services
Equipment Management Specialist
Instructor, PTOC Assistant I
Administrative Coordinator Assistant III

Distribution

Technician I, Manufacturing
Technician II, Manufacturing
Courier

Section 6. Any laid off employee with the qualifications to perform in an equal or lower classification/job title shall have the right to displace an employee in that classification/job title with less seniority. An employee shall notify the Employer of her/his desire to displace another employee within three (3) days after receiving a layoff notice. A full-time employee shall be allowed to bump the least senior full-time employee.

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

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

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

Any employee may waive the right to recall by giving the Employer written notice. Each employee shall be responsible for keeping her/his address and telephone number of file with the Employer. Recall shall be by certified mail. An employee must return within seven (7) calendar days of receipt of the certified mail notice of recall unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident.

Section 9. Definitions.

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

ARTICLE 15

GRIEVANCE PROCEDURE AND ARBITRATION

For National Grievances Only, See **National Addendum**, Article 23.

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

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

Step 1. An employee having a grievance shall take it up orally with her/his Direct Supervisor or designee with or without the steward being present (at the option of the employee), within seven (7) working days from the date of the event or action being grieved. If a satisfactory settlement is not reached, the grievance shall be reduced to writing no later than fifteen (15) working days after the said occurrence and presented to the appropriate person under Step 2. The written grievance shall be presented on the grievance form, an example of which is attached to this Agreement as "Appendix A."

Step 2. The Department Director or designee shall meet with the Union steward to discuss the grievance and respond in writing to the steward within ten (10) working days from the date the grievance was presented. The parties agree that the provisions of Section 5 notwithstanding, there shall be no more than one extension of time for either the filing of the grievance, or for the Employer's Step 2 written answer.

Step 3. If satisfactory settlement is not reached, the grievance shall be presented to the Human Resources Advisor or designee within ten (10) working days. The steward and Representatives of OPEIU Local 459 shall meet with the Human Resources Advisor or his/her designee as soon as reasonably possible but shall preferably be held within ten (10) working days after receipt of the written appeal to step three for the purpose of settling the grievance. A written answer shall be given within twenty-one (21) calendar days from the date the written appeal is presented to the Human Resources Advisor. If the third step answer is not received within said twenty-one (21) calendar day period, the Union may submit the grievance to arbitration. The parties agree that the provisions of Section 5 notwithstanding, there shall be no more than one extension of time for the Employer's Step 3 written answer.

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

Section 3.

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

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

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

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

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

f. All claims for back pay shall be limited to the amount of wages that the employee would have earned from the employer less any interim earnings received from other employment obtained by the employee in lieu of working for the Employer, but not to exceed the number of hours the employee would have worked for the Employer during the same period.

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

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

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

ARTICLE 16

DISCIPLINE & DISCHARGE

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

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

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

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

Section 5. Any disciplinary action will be taken within fourteen (14) calendar days of the Employer becoming aware of the occurrence leading to the discipline unless the Employer is still investigating the occurrence. If the Employer has not completed its investigation within ten (10) working days, it shall notify the employee and the Union that an investigation is ongoing and state the nature of the investigation and its expected duration. In no case shall discipline be issued more than twenty (20) working days following the Employer's knowledge of the conduct leading to discipline, except that the parties may, by mutual agreement, extend the date for issuance of discipline.

ARTICLE 17

WORK PERFORMANCE REVIEWS

Section 1. Each employee shall be reviewed regularly during his/her six (6) month probationary period, thereafter annually.

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

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

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

Section 5. Retraining

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

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

Section 7. Reviews are not discipline and shall not be subject to the arbitration step of the grievance procedure.

ARTICLE 18

HOLIDAYS

Section 1. See **National Addendum** Article 15. In addition to local language.

Section 2. Laboratory. Certain holiday weekends will need to be worked due to the nature of Employer's operation. A lottery will be used to schedule all employees that will be required to work on holiday associated openings. Persons chosen in the order of the lottery will have the option to volunteer to work on the dates posted. Any dates left open will be filled from a mandatory second lottery containing the names of persons not previously signed up. Dates will be filled from the mandatory lottery in a chronological order and according to the number of holidays voluntarily taken. Any other weekend openings will be staffed first by volunteers and then, when necessary, by mandatory assignment.

Section 3. Distribution. The holiday work schedule for Lansing Distribution shall be determined by the following method:

- a. Employees shall select shifts based upon classification seniority. Each employee shall select a number of shifts equivalent to the total number of shifts divided by the total number of employees.
- b. If there are an uneven number of available shifts, any odd shifts shall be open to be filled by volunteers. If no employees volunteer, the shifts shall be filled by a lottery amongst all employees.
- c. A new Distribution employee shall be expected to assume the holiday schedule of the employee being replaced after a three (3) month training period, unless the supervisor asks the employee to work holidays sooner. Holidays falling within the three (3) month period shall be filled as in b. above.

ARTICLE 19

PTO

Section 1. See **National Addendum** Article 16. In addition to local language.

Section 2. PTO Scheduling.

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

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

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

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

b. Other PTO for Distribution and Laboratory. Other PTO requests shall be submitted in writing between January 1st-15th of each year for the upcoming fifteen- (15) months. As PTO requests are approved, dates will be posted on the PTO calendar located in the Department within two (2) weeks of the request. Except for the week before (or depending on the year, the week of) Christmas and the week before (or depending on the year, the week of) New Year's Day, requests submitted between January 1st-15th shall be considered on a seniority basis. Requests so submitted for the week before (or depending on the year, the week of) Christmas or the week before (or depending on the year the week of) New Year's Day will be granted within the restrictions of c. below on a five (5) year rotation basis. Any requests submitted in writing after January 15th shall be considered on a first-come-first-served basis. The Employer reserves the right to cancel or reschedule PTO when emergency or disaster conditions so require.

c. The number of Distribution and Laboratory employees on PTO or Floating Holiday at the same time shall be restricted according to the following:

DEPARTMENT	PTO		FLOATING HOLIDAY
Reference 1 st Shift			
Reference 2 nd Shift	1	or	1
	1	or	1
Sub-site Distribution	1	or	1
Lansing Distribution			
Lansing Distribution Mon-Fri 1 st Shift	1	or	1
Lansing Distribution Mon-Fri 2 nd /3 rd Shifts	1	or	1
Lansing Distribution Sat & Sunday Each Shift	1	or	1

Exceptions to these restrictions must be approved by the Supervisor and approval or denial shall be based on operational needs. The Supervisor may deny PTO requests submitted less than two (2) weeks in advance. PTO requests shall be responded to within two (2) weeks

after receipt by the Supervisor. Requests not responded to within this time limit shall be considered approved.

- d. Clerical. The number of employees granted PTO at any one time will be determined within the department.
- e. In the event an employee becomes ill or injured during his/her PTO and such illness or injury lasts for at least five (5) working days, he/she may use any paid sick days which he/she has accrued, or may apply for leave without pay, in which event such time will not be charged against his/her PTO. The Employer may require a doctor's certificate to verify the illness or injury. Such unused PTO may later be rescheduled on the same terms and conditions as other PTO. In such event, the employee must advise his/her Direct Supervisor immediately upon becoming ill or injured. The Employer shall supply a written confirmation of the request for the granting of paid sick days in place of PTO.

Should a death occur which would entitle an employee to bereavement leave under Article 22, the employee may take bereavement leave. PTO time not taken by virtue of this paragraph and the above paragraph may later be rescheduled in the same manner as regular PTO.

ARTICLE 20

MEDICAL LEAVE AND FMLA

Section 1. When an employee is unable to work because of an illness, injury or personal issue, he/she shall notify their Direct Supervisor or designee as soon as possible, but in no case later than one (1) hour before scheduled starting time. Each supervisor may establish a system of notification for the work group. The system of notification shall be reduced to writing with a copy to the steward for that work group.

Section 2. Employees will be allowed to continue the current practice of cashing out sick leave hours in calendar year 2017. Such current practice permits employees to 'cash out' up to eighty hours of sick leave or hours from the sick leave bank for limited use and receive forty (40) hours pay at their regular rate of pay. Any days remaining in the employee's sick bank as of January 1, 2018 will be forfeited.

Section 3. An employee may be granted up to an eighteen (18) month unpaid medical leave of absence provided that a request for medical leave is supported by a certificate from the employee's attending physician.

Section 4. An employee is eligible for leave at the time the employee's domestic partner gives birth to a baby. Such leave shall be charged to accumulated PTO, or if the employee has no accrued PTO remaining, the employee may be granted leave without pay.

Section 5. An employee while on unpaid medical leave shall continue to accrue seniority for the length of the unpaid leave (up to eighteen (18) months). However, no benefits are accrued or paid while an employee is on unpaid sick medical leave.

Section 6. Job return rights for employees timely returning from an approved medical leave of absence are as follows: an employee returning within six (6) months shall be returned to

his/her regular classification. On returns of six (6) months to one year, he/she shall be offered the next available opening in his/her classification, or if he/she prefers, the next available opening in a part-time classification if he/she had been full-time. The Employer may temporarily fill the position during such periods of job return rights.

Section 7. Family and Medical Leave Act

- a. Leave Entitlement. An employee who has been employed by the Company for twelve (12) months and who has completed twelve hundred fifty (1250) hours of work during the twelve (12) month period immediately preceding the commencement of such leave will be entitled to leave under the Family and Medical Leave Act of 1993 ("Act") in accordance with its provision and the provisions of this Section. To the extent an employee is entitled to leave under this Article and any other Section of this Agreement, the leave shall run concurrently.
- b. Year for Purposes of Determining Leave Entitlement. For the purposes of determining an Employee's leave entitlement under the Act, the fifty-two (52) week period immediately preceding the commencement of leave under the Act shall be the applicable measuring period.
- c. Payment of Group Insurance Premiums During Leave. Each employee on unpaid leave under the Act shall remain responsible for paying the employee share of the premiums for coverage elected by the Employee, and shall directly submit to the Company, not later than the employee's normal payday, the amount of premium owed by the employee. If the employee should fail to timely remit premium payments, the Employer shall terminate coverage. If, upon expiration of the leave under the Act, the employee fails to return to work, any premiums paid by the Employer shall be a legal debt due and owing from the employee to the Company. If the failure to return to work is a reason as set forth in Section 104 (c)(2)(B)(i) and (ii) of the Act, then amounts paid by the Company toward the premium cost of benefits shall not be a debt owed by the employee.
- d. An employee on leave under this section shall use all accrued PTO before taking unpaid leave, except in the case of a leave to care for an immediate family member. In this case, the employee would be required to use all accrued PTO to the maximum allowable under Section 10 of Article 19, PTO.

ARTICLE 21

PARENTAL/ADOPTION LEAVE

- a. A non-medical parental/adoption leave, without compensation, shall be made available to all seniority employees. The length of this leave shall not exceed six (6) months. The maximum length of six (6) months shall include the period of disability, if any, and any accrued annual leave. Non-medical leave

may be extended to comply with state regulations for adoption.

- b. An employee electing to take a non-medical parental/adoption leave shall notify the Employer one (1) month prior to the expected due or adoption date.
- c. An employee returning within ninety (90) calendar days shall be returned to his/her regular classification. On returns of more than ninety (90) days, he/she shall be offered the next available opening in his/her classification or, if he/she prefers, the next available opening in another classification for which he/she is qualified.
- d. An employee on leave under this section shall use all accrued annual leave over thirty-seven and one-half (37½) hours before taking unpaid leave, but may at her/his option draw the annual leave bank down to zero.
- e. No benefits will be accrued or paid during this unpaid leave, except that insurance benefits will be continued until the end of the month in which the leave begins, after which benefits may be continued through COBRA.

ARTICLE 22

BEREAVEMENT LEAVE

Section 1. Five (5) work days leave with pay at his/her regular base hourly rate of pay for scheduled time lost shall be granted to a fulltime employee in the event of the death of his/her spouse, domestic partner, child, stepchild, parent, brother or sister. A part-time employee shall be granted bereavement leave with pay for scheduled time lost on a calendar day basis (i.e., A part-time employee scheduled to work twenty-five (25) hours in the next seven (7) calendar days would receive up to twenty-five (25) hours bereavement leave; a part-time employee scheduled to work fifteen (15) hours in the next seven (7) calendar days would receive up to fifteen (15) hours bereavement leave.)

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

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

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

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

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

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

ARTICLE 23

JURY DUTY LEAVE

Section 1. An employee who serves on jury duty shall be paid his/her regular pay for the hours he/she would have worked on those days, regardless of shift, less any shift premium he/she would have received, and shall also be allowed to retain any jury duty pay received from the court. Employees who are scheduled for 2nd or 3rd shift shall be released from work on the days they are scheduled for jury duty. An employee shall report to work when temporarily excused from attendance at court. The maximum period of time the Employer will provide pay will be thirty (30) calendar days.

ARTICLE 24

MILITARY LEAVE

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

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

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

ARTICLE 25

LEAVE FOR UNION BUSINESS

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

Section 2. Leave of absence up to one (1) day per month without pay shall be granted to one (1) employee elected or appointed by the Union to perform local Union work or attend local Union classes. These days will not be granted if they exceed allotments under Article 19,

Section 17c. Union Leave of absence may be increased for assigned coalition committees by mutual agreement with employer and union.

ARTICLE 26

RETURNS FROM LEAVES OF ABSENCE

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

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

ARTICLE 27

TEMPORARY EMPLOYEES

See **National Addendum** Article 5.

ARTICLE 28

CONTINUING EDUCATION

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

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

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

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

Section 5. Unpaid educational leave of absences, with prior Employer approval, will be granted for a maximum of twelve (12) months. The Employer may temporarily fill the position vacated by the employee taking an unpaid educational leave of absence. Employees taking an unpaid leave of absence will be returned in accordance with Article 26, Section 1(b) unless alternative arrangements have been agreed to prior to the leave. It is understood that the employee taking the unpaid educational leave of absence must return to work following either the completion of the class(es) or the employee's voluntarily withdrawing from same. If the employee does not return to work at the conclusion of the granted period for unpaid educational leave of absence or upon completion of the class(es) or the employee's voluntarily withdrawing from same, the employee will be subject to termination.

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

ARTICLE 29

INSURANCE BENEFITS

Section 1. Health Insurance. See National Addendum Article 19.

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. See National Addendum Article 19, Section 1 (b)..

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

ARTICLE 30

RETIREMENT

Section 1. See National Addendum Article 21.

Article 31 MISCELLANEOUS

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

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

Section 3. Uniforms

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

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

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

a. Currently recommended Hepatitis Screening.

b. Multiphasic Biochemistry Screening

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

Section 5. Employees on mobile operations or otherwise performing work-related travel will be paid meal and overnight allowances in accordance with the blood services contract, motel accommodations will be made by the employer and billed directly.

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

Section 7. Employee Representation on the Employee Participation Committee and Safety Committee shall be elected by the Bargaining Unit on a yearly basis. Such Safety Committee shall meet with the management team as part of Labor Management meetings, as described in Article 36. The Safety Escalation Plan currently in place will continue to be utilized. At these meetings, the Employer shall respond to any prior written reports submitted by employees regarding safety and health issues, including but not limited to room temperature, inadequate ventilation, lack of personal protective equipment, unsafe Red Cross vehicles, and hazardous working conditions in general. On a quarterly basis, or as requested by the National Health and Safety Committee, reports from the Region will be delivered to the National Health and Safety Committee.

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

Section 9. Inclement Weather. The determination that emergency conditions exist shall be made by the Department Manager or designee. If emergency conditions are not declared by the Department Manager or designee, employees unable to report to work shall use PTO for

any scheduled hours missed. Employees who do report shall be compensated at their straight time hourly rate.

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

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

Section 10. Payroll Errors, See National Addendum Article 17

Section 11. Employees will be allowed to participate in financial institutions payroll deduction plans in accordance with Red Cross payroll practices.

Section 12. The employee's paycheck shall itemize the following wherever possible:

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

Section 13. Savings Clause. It is not the intent of either party to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction in the subject matter of this Agreement. The parties hereto agree that in the event any provision of this Agreement is held or constituted to be void as being in contravention of any law, ruling, regulation, nevertheless, the remainder of the Agreement shall remain in full force and effect.

Section 14. Successors. If changes occur as a result of mergers, acquisitions or other changes in the structure of the American Red Cross that affect the terms and conditions of employment of employees in the bargaining unit, the affected hours, wages, and working conditions shall be negotiated.

Section 15. Volunteers. The Union recognizes the importance of the use of volunteers to the American Red Cross.

ARTICLE 32

STRIKES, WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement, the Union, its officers, agents, employees covered by this Agreement shall not engage in, authorize, cause, assist or ratify any strikes,

picketing, work stoppages or slowdowns, or other interference with work either by the Union or by an employee over matters encompassed by the terms of this Agreement.

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

Section 3. No employee shall engage in activities which violate this Article. Any employee who violates this Article shall be subject to disciplinary action up to and including discharge.

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

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

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

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

ARTICLE 33

REPRESENTATION

Section 1. The Employer agrees to recognize a chief steward to be appointed by the Local 459 Executive Board, one (1) steward and one (1) alternate steward each for Lab, Clerical, Distribution and one (1) steward from Muskegon.
The Employer will provide a Union work station (shared with Collections) in Lansing to include a desk, locking file cabinet, phone with voice mail and access to copy machine.
The chief steward will be scheduled for 7.5 hours per month for Union duties and shall not be scheduled for normal work duties during that time but shall be compensated by the Employer.
The Union shall notify the Employer sufficiently in advance of the days and times for the Union work so as to best schedule working days.

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

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

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

ARTICLE 34

NEGOTIATIONS

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

Section 2. Employees shall, during the term of this Agreement, be represented in negotiations entered into for the purpose of renewing this Agreement by a bargaining team of three (3) employees from in-house and one (1) employee from sub-sites from the bargaining unit. These employees shall be released to attend scheduled negotiations and shall be paid for travel time, up to four (4) hours from sub-sites, and lost time up to a maximum of seven and one-half (7.5) hours per day when scheduled for negotiations with the Employer. In addition, the Employer shall pay for lodging for the union negotiation team employees travelling 100 miles or more each direction for negotiations. Time spent in negotiations will not be paid at a premium rate. Bargaining unit members from sub-sites will be provided with a Red Cross vehicle or mileage.

ARTICLE 35

TERMINATION AND WAIVER

Section 1. This Agreement shall be effective as of December 2, 2017, and shall remain in full force and effect through September 30, 2021. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing by certified mail, return receipt requested, at least sixty (60) days prior to the expiration date or any subsequent anniversary date, of a desire to terminate, amend, or revise the Agreement. In the event that such notice is given, negotiations shall begin as soon as reasonably practical. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to either party.

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

this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 36

JOINT LABOR MANAGEMENT MEETINGS

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

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

Section 3. The Union and management may provide each other with an agenda. If agenda(s) are provided, such agenda(s) will be forwarded to each party two (2) weeks prior to the meetings. Subjects of the meetings may not be limited to the agenda(s) but are not intended to replace or circumvent the process for individual grievances.

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

SIGNATURES

This is draft copy for operational purposes, the wage scale is in dispute and progressing through the grievance procedure, final copies will be distributed once the matter is settled.

Dated: 08/22/2024

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.

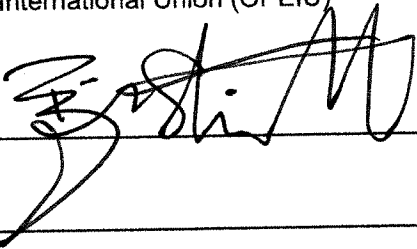
EMPLOYER

Great Lakes Regional Blood Services,
American Red Cross
Lansing, Michigan Local 459

Tim Smelser

UNION

Office & Professional Employees
International Union (OPEIU)



Laboratory, Clerical and Distribution Wages Oct. 6, 2020 as agreed to by Jeff and Ben with 2% across the steps						
Classification	Start	2nd year	3rd year	4th year	5th year	6th year
Equipment Management specialist	\$ 15.93	\$ 16.75	\$ 17.61	\$ 18.41	\$ 18.89	\$ 20.03
Custodian	\$ 16.00	\$ 16.30	\$ 16.60	\$ 16.90	\$ 17.20	\$ 17.50
Hospital Service Courier	\$ 16.09	\$ 16.70	\$ 17.57	\$ 18.12	\$ 19.18	\$ 20.29
Collection Material Coordinator	\$ 16.40	\$ 16.75	\$ 17.10	\$ 17.45	\$ 17.80	\$ 18.15
Customer Service Representative	\$ 17.20	\$ 18.12	\$ 19.28	\$ 20.15	\$ 21.91	\$ 23.12
Technician Manufacturing	\$ 17.58	\$ 17.98	\$ 18.58	\$ 18.98	\$ 19.58	\$ 20.29
Biomedical Equipment Technician	\$ 17.58	\$ 18.45	\$ 19.49	\$ 20.32	\$ 21.91	\$ 23.12
Lead Technician Manufacturing	\$ 18.20	\$ 19.02	\$ 19.88	\$ 20.55	\$ 22.11	\$ 23.25
General Maintenance Techician	\$ 18.21	\$ 18.85	\$ 19.58	\$ 20.29	\$ 20.70	\$ 21.14
Reference Technologist (wage edited see below)	\$ 21.95	\$ 23.04	\$ 24.79	\$ 25.97	\$ 27.03	\$ 28.38
IRL Minimum Wage Rate:	Begining rate agreed to per LOU					
IRL Technologist I	\$ 31.00					
IRL Technologist II	\$ 33.00					
IRL Technologist III	\$ 35.00					

Laboratory, Clerical and Distribution Wages Oct. 1,2022 with 6% increase						
Classification	Start	2nd year	3rd year	4th year	5th year	6th year
Equipment Management specialist	\$ 16.89	\$ 17.76	\$ 18.67	\$ 19.51	\$ 20.02	\$ 21.23
Custodian	\$ 16.96	\$ 17.28	\$ 17.60	\$ 17.91	\$ 18.23	\$ 18.55
Hospital Service Courier	\$ 17.06	\$ 17.70	\$ 18.62	\$ 19.21	\$ 20.33	\$ 21.51
Collection Material Coordinator	\$ 17.38	\$ 17.76	\$ 18.13	\$ 18.50	\$ 18.87	\$ 19.24
Customer Service Representative	\$ 18.23	\$ 19.21	\$ 20.44	\$ 21.36	\$ 23.22	\$ 24.51
Technician Manufacturing	\$ 18.63	\$ 19.06	\$ 19.69	\$ 20.12	\$ 20.75	\$ 21.51
Biomedical Equipment Technician	\$ 18.63	\$ 19.56	\$ 20.66	\$ 21.54	\$ 23.22	\$ 24.51
Lead Technician Manufacturing	\$ 19.29	\$ 20.16	\$ 21.07	\$ 21.78	\$ 23.44	\$ 24.65
General Maintenance Techician	\$ 19.30	\$ 19.98	\$ 20.75	\$ 21.51	\$ 21.94	\$ 22.41
Reference Technologist (wage edited see below)	\$ 23.27	\$ 24.42	\$ 26.28	\$ 27.53	\$ 28.65	\$ 30.08
IRL Minimum Wage Rates:						
IRL Technologist I	\$ 32.86					
IRL Technologist II	\$ 34.98					
IRL Technologist III	\$ 37.10					

Laboratory, Clerical and Distribution Wages Oct. 1,2023 with 3% increase						
Classification	Start	2nd year	3rd year	4th year	5th year	6th year
Equipment Management specialist	\$ 17.40	\$ 18.29	\$ 19.23	\$ 20.10	\$ 20.62	\$ 21.87
Custodian	\$ 17.47	\$ 17.80	\$ 18.13	\$ 18.45	\$ 18.78	\$ 19.11
Hospital Service Courier	\$ 17.57	\$ 18.23	\$ 19.18	\$ 19.79	\$ 20.94	\$ 22.16
Collection Material Coordinator	\$ 17.90	\$ 18.29	\$ 18.67	\$ 19.05	\$ 19.44	\$ 19.82
Customer Service Representative	\$ 18.78	\$ 19.79	\$ 21.05	\$ 22.00	\$ 23.92	\$ 25.25
Technician Manufacturing	\$ 19.19	\$ 19.63	\$ 20.28	\$ 20.72	\$ 21.37	\$ 22.16
Biomedical Equipment Technician	\$ 19.19	\$ 20.15	\$ 21.28	\$ 22.19	\$ 23.92	\$ 25.25
Lead Technician Manufacturing	\$ 19.87	\$ 20.76	\$ 21.70	\$ 22.43	\$ 24.14	\$ 25.39
General Maintenance Techician	\$ 19.88	\$ 20.58	\$ 21.37	\$ 22.16	\$ 22.60	\$ 23.08
ReferenceTech	\$ 23.97	\$ 25.15	\$ 27.07	\$ 28.36	\$ 29.51	\$ 30.98
IRL Minimum Wage Rates:						
IRL Technologist I	\$ 33.85					
IRL Technologist II	\$ 36.03					
IRL Technologist III	\$ 38.21					

AGREED UPON LETTERS OF UNDERSTANDING TO BE INSERTED