

**COLLECTIVE BARGAINING
AGREEMENT**

~~GREAT LAKES REGION~~
~~BLOOD CENTER~~ **MICHIGAN REGION**
AMERICAN RED CROSS

and

TEAMSTERS LOCAL UNION NO. 243

OCTOBER 1, 2021 2024
through
SEPTEMBER 30, 2024 2028

LN-4 (APHERESIS UNIT)

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THIS AGREEMENT, made and entered into this 24th day of May, 2022 between the Great Lakes Blood Services Region, American Red Cross (Employer) located in Lansing, Michigan, and Local Union No. 580, affiliated with the International Brotherhood of Teamsters, (Union), located in Lansing, Michigan. Additionally, the Parties agree to the provisions of the National Addendum to this Local Agreement, which is attached and hereby incorporated for all purposes.

ARTICLE 1 RECOGNITION, UNION SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive bargaining representative with the Employer for the Apheresis Department employees, excluding work-study employees, confidential employees, professional employees, managerial employees, regional recruiters, special needs coordinator, employees represented by other collective bargaining units, guards and supervisors as defined by the Act.

[Job titles to be standardized]

Section 2. All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter, shall become and remain members in good standing of the Local Union as a condition of employment on or after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this Agreement whichever is the later.

Section 3. The Employer agrees to deduct from the pay of each employee all dues and initiation fees of the Union and pay such amounts deducted to the Union for each and every employee, provided, however, that the Union presents to the Employer authorizations, signed by such employees authorizing such deductions and payments to the Union as aforesaid.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from their paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall

reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. 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;

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

ARTICLE 3 SENIORITY

Section 1. Strict seniority shall prevail in the layoff and recall of full-time employees. Seniority shall be bargaining unit wide. Full-time employees are not to be laid off while part-time employees are working.

Section 2. Union seniority shall be defined as the total length of full-time service with the Employer as a member of the bargaining unit, Part-time employees shall be placed on a separate union seniority roster, and shall be defined as total length of time with the Employer as a member of the bargaining unit.

For purposes of this Article, prior American Red Cross Great Lakes Region service within

OPEIU bargaining units shall be recognized for purposes of determining pay and benefits determined by ARC service. Strict union seniority will prevail for all other purposes, such as layoff and recall, PTO bidding, job bidding, etc.

If a part-time employee works on a full-time basis at least thirty-five (35) hours per week for 9 consecutive weeks, he/she shall become a full-time employee with all benefits. Full time benefits shall commence the first day of the month after the ninth consecutive week. This thirty-five (35) hour rule will apply only after a newly-hired employee completes his/her probationary period as defined below. When a full-time position becomes available, it will be offered to part-time employee(s) first in order of seniority.

Section 3. The probationary period for full-time employees shall be the first 180 days of employment and during the period employees shall be entitled to all rights and privileges under this Agreement except that new employees within 180 days of hire may be discharged for any reason whatsoever without recourse to the grievance procedure. After the probationary period, the employee shall be put on the regular seniority list and seniority shall be retroactive to the date hired. **The probationary period shall be forty five (45) calendar days after completion of training for those employees who are transferred from OPEIU position.**

The probationary period for part-time employees shall be the first 180 days of employment and during this period, shall also be entitled to all rights and privileges except that new employees within 180 days of hire may be discharged for any reason whatsoever without recourse to the grievance procedure. After the probationary period, the part-time employee shall be placed on the part-time seniority roster.

Section 4. The Employer shall post a list of full-time employees in order of their union seniority and a separate list of part-time employees in order of their union seniority.

Tie Breakers: High seniority for employees with the same date of hire will be determined by the highest final four digits of the social security number except as follows:

- A. An employee who has previously worked for the Red Cross – either on payroll or through a temporary service – will have the higher seniority.
- B. If two or more employees with the same hire date have worked in the above capacities, the one who worked the longest shall have high seniority.

Section 5. 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 the employee within six (6) months of her quit, her original date of hire seniority shall be reinstated.

- B. Three consecutive days of unexcused absenteeism without reporting to the employer will be considered a voluntary quit.
- C. Discharge for cause.
- D. Failure to return to work within five (5) working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident.
- E. The employee does not return to work upon the expiration of any leave of absence, unless there is a reasonable excuse for a delay in reporting. Said delay is not to exceed four (4) days. Upon an excuse acceptable to the Employer, this period may be extended.
- F. Retirement.
- G. Promotion to a position with the Employer outside the bargaining unit and does not return to the bargaining unit within twelve (12) consecutive months of the promotion (union seniority, not company seniority).
- H. Laid off from work for a period of twelve (12) consecutive months, or months of seniority, whichever is less.

Section 6. Seniority shall continue to accrue during paid leaves.

ARTICLE 4 JOB SECURITY AND CLASSIFICATIONS

Section 1. Except as specifically outlined in Article 8, Section 3 and Section 6 of the National Addendum, no person outside of the bargaining unit shall perform any of the duties regularly and customarily performed by the employees covered by this Agreement. In cases of emergency, in order to maintain proper service to the community, non-bargaining unit employees may perform Apheresis duties for a period not to exceed seventy-two (72) hours except when substituting for employee(s) on leave of absence.

Section 2. The Employer agrees that all equipment used by Apheresis Technicians shall be maintained in proper working order. The Employer shall maintain the best possible work environment for Apheresis Technicians. It is the responsibility of the employees to report any and all defects to the employer.

Section 3. Job duties and responsibilities shall be contained in a job description.

Management reserves the right to determine job duties and responsibilities. Should new classifications be needed, the Employer reserves the right to establish duties and responsibilities. Hourly wage rates established for new classifications shall be negotiated.

ARTICLE 5 WAGES

Employees shall receive the rates of pay as set forth in Appendix A, which is incorporated herein and made a part hereof as if fully rewritten herein.

ARTICLE 6 CONDITIONS AND HOURS OF WORK

Section 1.

Full-Time Employees shall be guaranteed for forty (40) hours worth of work per week including requested paid time off. Full-Time Employees hired after May 1, 2005 shall be guaranteed thirty-seven-point-five (37.5) hours worth of work per week including requested paid time off. Any unpaid absence from scheduled work will automatically waive this guarantee. The normal work week shall be Monday through Friday; however, after scheduling all regularly-scheduled weekend employees, the Employer shall schedule "Monday through Friday" employees to the remaining weekend work by inverse seniority each week which shall be considered a part of their normal work week.

Employees will bid on schedules (tracks) by the first (1st) of each month by seniority. Such schedules will accommodate the Monday to Friday schedules per the above paragraph. If between bid periods a schedule(s) comes open, such schedule will be filled by seniority bid, and any remaining unfilled schedules(s) may be filled by hire. If the Employer changes site schedules they will rebid the shifts. Schedules will be posted no later than the 15th of the month.

If an employee has a regular schedule that includes Saturday or Sunday, then the employee will be covered by the weekend premium rates in Appendix B of the National Addendum; and, the employee's local premium pay rate will be maintained unless the parties agree to another pay rate in accordance with Article 13, Section 5C of the National Addendum.

A part-time employee shall normally work 20-35 hours per week. Part-time employees must work the days and hours as scheduled by the Employer. Definitions of full-time and part-time employees are set forth in Article 4 of the National Addendum; however, per the National Addendum, the definition of regular part time employees under this Agreement shall continue to be those employees classified to normally work 20 – 35 hours per week.

Notwithstanding the above, an employee's eligibility for benefits is controlled by the relevant benefits provisions in the National Addendum.

Bargaining unit employees who have been hired after May 1, 2005, who have been hired to regularly work Saturday and/or Sunday will be paid at straight time unless they work over 40 hours in the work week.

The employee's local premium pay rate for regular Saturday and/or Sunday work will be maintained unless the parties agree to another pay rate in accordance with Article 13, Section 5C of the National Addendum.

Section 2. For purposes of compensation, hours of work shall be computed to the nearest .25 hours (15 minutes). Notwithstanding the above, the Company may modify its pay practices in accordance with Article 6 of the National Addendum.

Section 4. Breaks. All employees shall receive meal periods and rest breaks in accordance with Article 7 of the National Addendum.

Section 5. All bargaining unit employees are covered by the non-discrimination clause in Article 3 of the National Addendum.

Section 6. Work Day. The usual workday shall be an eight (8) or ten (10) hour scheduled shift.

In the event there is more than one starting time scheduled, full-time employees may select their preferred start time by seniority. Part-time employees may select their preferred start time by seniority.

Section 7. For the purposes of payroll calculations only, the work week shall commence at 12:01 a.m. Monday and shall end at 12:00 a.m. the following Sunday. Notwithstanding the above, the Company may modify its pay practices in accordance with Article 7 of the National Addendum.

Section 8. Call-in Pay: Call-in shall be offered first to full-time employees by seniority. A full-time employee reporting for duty at the Employer's request for work for which he had not been scheduled in advance shall be guaranteed no less than the first three (3) hours of work at the rate of time and one-half. Consistent with the Appendix B of the National Addendum, this differential shall remain in effect until the new payroll and HRIS system goes live on July 1, 2016, or at a later time. At that time, employees shall be paid the premium rate outlined in Appendix B of the National Addendum.

An employee who reports for scheduled work and no work is available will receive six (6) hours pay at his regular straight time rate. The employer may assign the employee to other available work to meet the six-hour pay requirement.

Section 9. Leaves shall be approved by the Apheresis Supervisor or designee.

Section 10. Overtime. Consistent with Article 13 of the National Addendum, overtime shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of forty (40) hours per employee work week. Overtime assignments shall be offered by seniority. No member's schedule shall be altered for the purposes of defeating overtime payments. Mandatory overtime will be assigned by inverse seniority.

Overtime and call-in pay shall not both be paid for the same work.

If an employee works on a holiday, they will be paid in accordance with Article 14 of the National Addendum.

Section 11. Employer required meetings shall be considered as time worked and shall be used for the purpose of computing overtime.

Section 12. The duty roster shall be prepared monthly, two weeks in advance.

Section 13. Upon request by the Union, the Employer will provide any and all information used to determine staffing at a drive. The Employer shall provide the information within five (5) business days of the Union's request. The Union may review the materials and arrange a meeting with the Employer to discuss staffing concerns consistent with Article 9 of the National Addendum.

Section 14. Work Week and Four (4) Day Ten (10) Hour Work Day

(A) The following work week schedule selection process will begin on or about August 2019 for the following month's schedule.

(B) The Employer agrees it cannot force employees to work a sixth (6th) or seventh (7th) day in a work week for any reason.

(C) The Employer will create as many schedules which include two (2) consecutive days off as possible.

(D) (1) The Employer shall post the preliminary schedule on the tenth (10th) day of the month prior for the following month. However, if the tenth (10th) day of the month falls on a weekend or holiday, the preliminary schedule will be posted on the closest business day after the tenth (10th) day of the month. There will be a minimum number of Monday through Friday workweek schedule tracks (i.e. schedule tracks will include workdays and hours) equal to the number of Monday through Friday employees. Employees will have an opportunity to review the schedule and offer changes to management. The Employer will designate "overtime" shifts. Employees will select their track and overtime shifts by seniority. If overtime shifts are still open after the selection process, the Employer shall

force by inverse seniority.

(2) The Employer will post the final schedule on the fifteenth (15th) day of the month prior for the following month. However, if the fifteenth (15th) day falls on a weekend or holiday, the final schedule will be posted on the closest business day after the fifteenth (15th) of the month. The final schedule cannot be changed for reasons which are arbitrary or capricious, but can only be altered based on legitimate business-related reasons. The Employer will notify employees of any schedule changes.

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

ARTICLE 7 LAYOFF AND RECALL

Section 1. In the event of a layoff, the following shall apply:

- A. Temporary Part-time employees shall be laid off first, then Temporary Full-time employees, then non-seniority (probationary) employees followed by;
- B. Part-time employees shall be laid off first, in inverse order of bargaining unit seniority.
- C. Full-time employees shall be laid off in inverse order of bargaining unit seniority.

Section 2. The Employer shall give the Union as much notice as possible of any change in work activity which may affect the employment status of employees covered by this Agreement. In the event of a layoff, the Employer shall meet with the Union to discuss layoff.

Section 3. In the event of a layoff, the employees may be queried to determine if a reduced work week is acceptable to the group in lieu of layoffs.

Section 4. Recall shall be in inverse order of layoff.

ARTICLE 8 STEWARDS

Section 1. The Employer recognizes the right of the Local Union to designate job stewards and alternates from the Employer's seniority list. The authority of the job stewards and alternates so designated by the Local Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the Employer in accordance with the collective bargaining agreement during work hours without loss of time or pay. The steward shall notify the Supervisor of time spent in investigation of grievances.
2. The collection of dues when authorized by appropriate Local Union action.
3. The transmission of messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such message and information:
 - (a) has been reduced to writing; or
 - (b) if not reduced to writing, is of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interferences with the Employer's business.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of job stewards or any employee and their alternates. Should a job steward engage in prohibited conduct, the Union will be notified and shall immediately notify the job steward/employee that they must cease and desist in such conduct. The Employer will not hold the Union liable if they direct the steward/employee to cease and desist from any unauthorized acts.

The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement.

Section 2. The Steward shall have super seniority for purpose of layoff and recall only.

Section 3. There shall be one (1) steward and one (1) alternate steward.

ARTICLE 9 Work Stoppages and Lockouts

Section 1. Protection of Rights. It shall not be a violation of the Agreement notwithstanding any other provisions of this Agreement, and shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's places of business, or wherever the Employer's work is performed.

Struck Work. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which this Employer performs by arrangement with or an ally of an employer or persons whose employees are on strike, and which service but for such strike, would be performed by the employees of the Employer or persons on strike.

Section 2. 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 3. No benefits are accrued or paid while an employee is on a work stoppage or strike.

ARTICLE 10 DISCHARGE OR DISCIPLINE

Section 1. The Employer shall not discharge, suspend, or otherwise discipline any employee without just cause. The employer retains the right to make reasonable work rules. The reasonableness and application of any rule shall be subject to grievance.

The Employer recognizes the purpose of discipline is constructive and will adhere to the principle of progressive discipline. A non-discipline counseling statement will be given prior to, pProgressive discipline for minor offenses shall be applied as follows:

Work Rules/Performance

First offense:	Verbal warning
Second offense:	Written reprimand
Third offense:	Three-day suspension
Fourth offense:	Discharge

Attendance

First offense:	Verbal warning
Second offense:	Written reprimand
Third offense:	Three-day suspension
Fourth offense:	Discharge

Section 2. The Union shall be notified of disciplinary conferences, suspensions, or discharges prior to such action being taken, where reasonably possible, except as to discharges of probationary employees, where no advance notice shall be given. A

bargaining unit member has a right to Union representation during any disciplinary meeting with the Employer. If Union representation is not available, the meeting shall be rescheduled within three (3) days.

Section 3. If disciplinary action results in suspension or discharge, the affected employee shall have a right to meet with a Union representative prior to leaving the premises of the Employer, or within 24 hours.

Section 4. Disciplinary action shall occur within fourteen (14) days of the supervisor's knowledge of the occurrence.

Section 5. No employee shall be discharged, suspended or disciplined based on occurrences occurring more than twelve (12) months prior to the occurrence upon which the disciplinary action is taken except in the case of habit pattern, where this limitation shall not apply.

Section 6. Discharge must be by proper written notice to the employee. A request for a hearing of a discharge or suspension will be taken up as provided for in Article 11, Step 2 of the grievance procedure of this agreement.

Section 7. The Steward shall not be assigned or reassigned so as to violate this article.

Section 8. The progression of discipline will be issued in accordance with those rules and regulations that are currently established in the Employee Handbook dated September 24, 1996.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1. Any complaints or disputes involving terms and conditions covered by the National Addendum, shall be governed by the national grievance and arbitration process in Article 22 of the National Addendum and not the local grievance procedure outlined below.

Every effort shall be made to adjust all differences in an amicable manner between the Employer and the Union. In the event any grievance, dispute, or complaint arising between the parties of this Agreement cannot be settled in this manner, the questions shall be submitted by either party to arbitration as provided hereinafter.

Step 1. A conference shall be held between aggrieved employee, job steward and immediate Supervisor within thirty (30) calendar days of employee's knowledge of occurrence. The Employer shall answer within five (5) calendar days. If not settled, it shall be the responsibility of the aggrieved employee to reduce any grievance to

writing on the regular grievance form provided by the Union not later than fourteen (14) calendar days and shall be submitted to their immediate supervisor.

Step 2. A monthly conference shall be held between the aggrieved employee(s), the union steward, union representative, and the Employer. The Employer shall issue a written answer with a copy to the employee and the Union within fifteen (15) calendar days of the conclusion of the conference.

Step 3. If the answer is unsatisfactory, the Union may appeal to arbitration within forty-five (45) calendar days, thereafter. The President and/or Executive Board of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union. The arbitrator shall be a person mutually agreed to by both the Employer and the Union. In the event the parties have not agreed upon an arbitrator or arbitration procedure within ten (10) calendar days, the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS) shall upon written request of the moving party submit a list of nine (9) Michigan arbitrators. The fees and expenses of the arbitrator shall be shared equally by the Employer and Union.

Step 4. (a) Upon receipt of the list of arbitrators if either party refuses to participate in the striking of the arbitrator process within thirty (30) calendar days after receipt of notice from the other party of readiness to strike the panel, the other party shall have the authority to select an arbitrator from among the list of nine (9).

Each party shall alternately strike one (1) name from the list until one (1) name remains and such person shall be the arbitrator, who shall have the authority to hear and decide the case. The parties will conduct a coin flip. The losing party shall strike first from the list of arbitrators provided.

(b) In the event of a refusal by either party to submit to or appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and render an award. The decision of the arbitrator shall be rendered without undue delay, and all settlements made in the grievance procedure, including the decision of the arbitrator, shall be final and binding on all parties, including the employees involved.

(c) The arbitrator shall have the sole and exclusive power and jurisdiction to determine whether or not a particular grievance, dispute or complaint is arbitrable under the terms of this Agreement.

The term "days" herein means work days, Monday through Friday.

If the Union fails to appeal in a timely manner, the grievance will be deemed settled on the basis of the Employer's last answer. If the Employer fails to answer in a timely manner, the grievance shall be processed to the next step.

The steward shall not be assigned or reassigned so as to violate the timelines of this article.

Time limits contained in this Article may be extended by mutual agreement of the parties.

Grievances involving suspension or termination of employment shall be submitted at Step Two (2).

Grievances that affect the entire bargaining unit (e.g., benefits or National policy issues) shall be submitted to Step Two (2).

ARTICLE 12 FAMILY AND MEDICAL LEAVE ACT

a) Leave Entitlement

An employee who has been employed by the Employer for twelve (12) months and who has completed 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 provisions and the provisions of this article. To the extent an employee is entitled to leave under this Article and also under any other section, the leaves shall run concurrently.

b) Year for purpose 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 Employer, 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 Employer. 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 Paid Time Off (PTO) before taking unpaid leave, with the exception of five (5) days.

**ARTICLE 13
HOLIDAYS**

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

- New Year's Day (January 1)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th)
- Five (5) Floating Holidays per Article 14, **Section 3**, of the **Teamster National Teamsters** Addendum.

All holidays will be designated and administered pursuant to Article 14 of the National **Teamsters** Addendum. All floating holidays shall be scheduled in accordance with local agreements and practices for the duration of the Agreement.

Section 2. Less than forty-hour per week Apheresis will receive a pro-rated holiday pay. Full-time bargaining unit members shall be compensated for their scheduled shift of eight (8) or ten (10) hours at their hourly rate for each holiday.

Section 3. Holiday work will be distributed as equally as possible among bargaining unit members.

**ARTICLE 14
PAID TIME OFF (PTO)**

All employees will be covered by the PTO provisions outlined in Article 15 of the National Addendum. Employees will continue to schedule time off in accordance with local agreement(s), or practices until the parties reach agreement on an alternative scheduling system pursuant to Article 9 of the National Addendum.

Section 1. **Effective January 1, 2017**

Years of Service	Annual Available	PTO for	Days Regular	Pay Period (Accruals)
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	Employees	
Less than 3 months	0	0 days
3 months to 1 year	Twelve (12) days	3.70
1 year	Fifteen (15) days	4.62
2 – 5 years	Seventeen (17) days	5.23
6 – 9 years	Twenty (20) days	6.17
10 – 14 years	Twenty-three (23) days	7.08
15 – 19 years	Twenty-five (25) days	7.70
20 + years	Thirty (30) days	9.23

- A. New employees shall be entitled to use Paid Time Off (PTO) for sick leave after their first 90 days of employment are completed. New employees shall be entitled to use PTO for all other reasons after their probationary period is completed, unless approved in advance by Apheresis Supervisor.
- B. Upon completion of the probationary period, PTO that will be accrued during the calendar year may be used in advance. If an employee who terminates has used leave in excess of the amount accrued, deductions shall be made from the final salary check for such excess leave and if insufficient, the employee shall forthwith reimburse the Employer for such excess.

Part-time employees shall earn *paid time off* on a pro-rated basis.

Section 2. PTO requests of one (1) week or more must be submitted in writing at least one (1) month prior to intended use. PTO shall be scheduled to full-time seniority, and then part-time seniority, taking into account the preference of the employee. If, during PTO, rescheduling is necessary, the employee shall immediately notify the supervisor. If the employer deems it appropriate to use any type of leave in lieu of PTO, the employee shall be allowed such other leave.

Section 3. Only one (1) employee shall be granted scheduled paid leave (PTO, floating holidays). Additional employees may be granted scheduled paid leave (PTO, floating holidays) at the supervisor's discretion based on scheduling needs.

Section 4. Pay for PTO shall be at the regular hourly rate and based on a forty (40) hour work week.

Section 5. PTO shall be accrued on a calendar year basis from January 1 of each year.

Newly hired employees shall be entitled to use PTO time only after their probation is completed. Employees shall take their PTO annually and may not carry more than a full year's allotment as defined in the National Addendum without the written approval of the Employer. PTO accrual limits shall follow Article 15, Sections 3(B) and 3(D) of the National Addendum.

Section 6. If and only if the Employer causes an employee to fail to use any portion of her PTO, which cannot be rescheduled by the Employer, the employee shall be compensated at her regular hourly rate for the unused PTO.

Section 7. Employees shall be paid all of unused accrued PTO time upon retirement or termination. The legal beneficiary(ies) shall receive compensation for all unused accrued PTO upon the death of an employee.

Section 8. With prior approval of the Employer, an employee may use PTO in increments of quarter hours. PTO is available for use in hourly increments, per Article 15, Section 4(D) of the National Addendum.

Section 9. Employees may use their PTO for doctor appointments, dental appointments, and other illnesses which may arise.

Section 10. An employee may, when on worker's compensation or short-term disability, elect to supplement worker's compensation or short term disability with PTO so as to complete his regular forty (40) hour week pay. The employee must make such selection within fourteen (14) days of beginning leave. This section shall not be construed to be a guarantee of forty (40) hours pay.

ARTICLE 15 TRAINING

Section 1. If new methods of operation are introduced into the workplace, an employee shall be properly trained for such methods. The employer shall assume all costs. Compensation and other benefits shall continue in full force and effect.

Section 2. Employees designated as trainers and mentors shall be compensated an additional \$1.00 per hour for the actual time spent training or mentoring. Mentoring is completed when the trainee is released to task. Consistent with the National Addendum, Article 14, Sections 4 and 5, this premium shall remain in effect until the new payroll and HRIS system goes live on July 1, 2016, or at a later time. At that time, employees shall be paid the mentor/training premium rate outlined in Appendix B of the National Addendum.

Section 3. A mutually agreed upon training plan will be developed where interruptions will be minimized for both the trainer and the trainee. Union employees who train

management employees in good faith shall not receive discipline for errors made by said management person.

ARTICLE 16 EDUCATIONAL AND PERSONAL LEAVES

Section 1. With prior approval of the Employer, a full-time employee may be granted an unpaid personal leave of absence in thirty (30) day increments. Such leaves may be extended in thirty (30) day increments upon approval of the Employer. At the end of the month in which leave begins, all insurance benefits shall cease until the employee returns to prior status.

Section 2. Upon termination of a personal leave of absence of sixty (60) days or less, the full-time employee shall be placed in the position she vacated.

Section 3. With prior approval of the Employer, a full-time employee may be granted an unpaid educational leave of absence for not more than one (1) year during which time all benefits shall cease. If an employee returns before sixty (60) days, she shall be returned to the position vacated. On returns of greater than sixty (60) days, she will be given the next available opening.

ARTICLE 17 UNION LEAVE

Section 1. A full-time employee shall be granted a leave of absence to perform Union work if elected or appointed by the Union to do so. During such leave, seniority shall accrue for a maximum of two (2) years. All benefits shall cease. At the termination of the Union leave, the employee has the right to return immediately into her position with full benefits.

ARTICLE 18 BEREAVEMENT LEAVE

Section 1. In the event of a death in the immediate family, up to five (5) days leave with pay shall be granted to an employee. Immediate family includes spouse, significant other, child, stepchild, parents, brothers, sisters, legal dependents, and individuals with in loco-parentis status.

Section 2. Up to three (3) days with pay shall be granted in the event of death of step-parents, parents-in-law, grandparents, and grandchildren.

Section 3. Up to three (3) days without pay shall be granted to employees in the event of the death of other members of the employee's or spouse's family.

Section 4. When requested, an employee will be given a scheduled day off to attend the funeral of a close friend.

Section 5. Significant other shall be defined a co-habitation in a relationship analogous marriage for a minimum of six (6) months.

Section 6. Up to five (5) additional days may be used in the case of death of family members or spouse's family members and may be charged to PTO. The employee shall provide as much advance notice as possible to the supervisor upon the death of the family member or spouse's family members.

Section 7. PTO may be used in the case of sections 3 and 4 with the mutual consent of the employee and the Apheresis Supervisor.

ARTICLE 19 JURY DUTY LEAVE

Section 1. An employee who serves on jury duty shall be paid the difference between his/her regular pay for jury duty, not including mileage, and his/her regular pay. Regular pay shall be adjusted as an average of gross earnings for the last four (4) weeks. In the event an employee assigned to jury duty is notified by the court that he/she is not needed, the employee should notify his/her supervisor and shall be obligated to report to work. The maximum period of time the Employer will provide continuation of pay will be sixty (60) calendar days.

ARTICLE 20 MILITARY LEAVE

Section 1. Training and Emergency Leave. An employee who is a member of a reserve component of the armed forces who is required to enter upon active annual training duty or temporary special services shall be paid the difference between the government pay and her regular pay. Government pay does not include any allowance in lieu of quarters. During such paid leave, all benefits shall continue including seniority.

Section 2. Extended Military Leave. The Selective Service Act of 1948 as amended shall be in effect as necessary. During such unpaid leave, seniority shall continue.

ARTICLE 21 WORKER'S COMPENSATION

Section 1. All employees herein shall be covered by worker's compensation in accordance with the law.

Section 2. An employee may, when on worker's compensation, elect to supplement the worker's compensation with other Paid Time Off so as to complete his regular forty (40) hour week pay. The employee must make such selection within fourteen days of beginning leave. This section shall not be construed to be a guarantee of forty (40) hours pay.

Section 3. Seniority shall continue to accrue for a maximum period of two (2) years while and during the time an employee is on worker's compensation.

ARTICLE 22 RETURN FROM LEAVES OF ABSENCE

Section 1. Job return rights for employee's timely return from leaves of absence shall be as follows:

a. Medical Leaves. An employee returning within six (6) months shall be returned to his/her regular classification. On returns six (6) months or longer, he/she shall have the right to bump the junior employees within the classification so as to retain employment.

b. Other leaves of absence. An employee returning within 60 days shall be offered the next available opening in their classification.

c. Benefits during leaves. Benefits will continue to be paid during paid leaves. No benefits will accrue or be paid during leaves without pay. An exception to the above will be:

1. The continuation of insurances as provided for under the Family Medical Leave Act, (FMLA) whichever is greater.

In no case shall employment be extended longer than two (2) years from the commencement of the leave, as specified in Article 3, section H, loss of seniority.

ARTICLE 23 PHYSICAL EXAMINATIONS

Section 1. Each new employee will be required to pass a physical examination prior to

beginning work. The Employer will schedule the physical examination and assume the cost.

Section 2. Any subsequent examinations and/or tests required because of the nature of employee's work shall be at the Employer's expense. This shall include annual routine blood chemistries and hepatitis and HIV screenings to the extent not provided by the employee's health insurance.

ARTICLE 24 ALCOHOL AND CONTROLLED SUBSTANCE TESTING

Section 1. Because of the nature of the work performed by members of the bargaining unit, the parties recognizes that employees must not report to work while impaired by the consumption of alcohol or illicit controlled substances. If an employee's immediate supervisor has probable cause to believe that an employee has reported to work while impaired by the consumption of alcohol or an illicit controlled substance, and this observation is confirmed by the Director or, in the absence of the Director, his or her designee, the employee may be required to submit to a chemical test to determine the presence of alcohol or illicit drugs. In addition, all employees involved in a personal injury or property damage accident while in the course of their employment will be required to submit to a chemical test as soon as is practicable after the accident.

Section 2. The test performed for the presence of alcohol or illicit controlled substances shall be at the Employer's sole expense, and shall occur without loss of pay to the employee unless the test confirms that the employee reported to work while impaired by the consumption of alcohol or an illicit controlled substance. Reporting to work while impaired by an illicit controlled substance shall mean a level as determined by a urinalysis which exceeds standards promulgated by the National Institute on Drug Abuse (NIDA). Tests shall be performed by a NIDA certified laboratory.

Laboratory Testing Methodology:

The initial testing shall be immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revisions in accordance with subsequent amendments to the HHS guidelines).

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. Quantitative GC/MS confirmation procedures to determine whether the test is negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug testing Programs (subject to revision in accordance with subsequent amendments to HHS Guidelines).

All tests which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative.

Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.

When a grievance is filed as a result of a positive drug test, the Employer shall obtain the test results from the laboratory and shall provide a copy to the Employee involved and the union.

If the employee is taking a prescription or non-prescription medication in the appropriate described manner, he/she will not be disciplined.

Section 3. No employee who has a drug or alcohol problem and who requests assistance from the Employer shall be subject to discipline as a result of this disclosure. The Employer will assist such an employee in any way possible to obtain necessary help or treatment, including the granting of an appropriate leave of absence in order to allow the employee to be treated and rehabilitated. Nothing in this section, however, is intended to make an employee immune for misconduct which is committed before an employee reports a drug or alcohol problem to the Employer but which is not discovered until after the reporting occurs.

Any employee testing positive for drugs which would subject the employee to discipline under this article may be granted reinstatement at the Employer's sole discretion on a one (1) time basis if the employee successfully completes a program of evaluation and, if necessary, treatment as approved by the employer.

Upon being reinstated the employee will be subject to three (3) additional tests for drugs without prior notice (random) during the twelve month period after reinstatement. A positive test result, or a refusal to submit to testing within the twelve month period, shall result in discharge without recourse to Step 4 of Article 11.

Section 4. As a precondition to admitting any drug or alcohol test into evidence in any disciplinary proceeding, the arbitrator shall first determine that appropriate safeguards were followed by the Employer, or on the Employer's behalf, to insure the integrity of the testing process, the accuracy of the results, and the privacy of the employee being tested.

Section 5. If the Employer requires an employee to undergo a drug or alcohol test and the employee refuses, the employee may be discharged for insubordination, provided that the Employer has complied with the provisions of this Article with respect to the employee in all respects.

ARTICLE 25 UNIFORMS

Employees are required to wear Personal Protective Equipment as directed and provided by the Employer.

Employees will be provided scrubs in accordance with Article ~~12~~ 10 of the National Teamsters Addendum.

ARTICLE 26 SEPARABILITY AND SAVINGS CLAUSE

Section 1. If this Agreement and the National Teamsters Addendum, or any provision thereof, should be held invalid by any tribunal of competent jurisdiction, or if any compliance with or enforcement thereof should be restrained by such tribunal pending a final determination of its validity, the remainder of the Agreement or the application thereof to persons or circumstances other than those so affected shall remain effective.

Section 2. In the event any provision of this Agreement and the National Addendum is held invalid or its enforcement or compliance therewith restrained, as above set forth, the parties shall enter into immediate collective bargaining negotiations upon request of either party for the purpose of reaching agreement upon a satisfactory replacement of such provision during the period of inactivity or restraint. If the parties do not agree on a mutually satisfactory replacement, the Arbitration procedure under Article 11 shall apply.

ARTICLE 27 GENERAL

Section 1. The Employer shall provide one bulletin board in Lansing for the use of the bargaining unit only. It shall be placed in an appropriate location. Notices shall not contain statements which are critical of the Red Cross, the Region, or any of its employees.

Section 2. Apheresis Department meetings with the Employer shall be held on a regular quarterly basis, or as often as is needed. Any in service meeting held during an employee's day off, shall be attended at the employee's discretion without discipline. If an employee is required to attend, they shall be paid a minimum of four (4) hours at their regular hourly rate for attending the entire meeting. Employees attending a virtual meeting will be paid for actual hours worked.

Section 3. A personnel file for each employee shall be maintained by the Human

Resource Office and shall be considered confidential. Any employee may look at and receive copies of all documents in their personnel file at reasonable times in the Human Resource Office and in the presence of the Human Resource Director or designate.

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.

In no case shall material be included in not submitted to the employee within a reasonable period of time, but not later than thirty (30) days of its occurrence or first knowledge by the employer of the occurrence, whichever is later.

Section 4. If local weather conditions develop where employees are unable to travel to work, the employee has the responsibility to notify the supervisor. The Employer may opt to transport employees during these situations. If the Employer elects not to transport an employee, the employee will receive inclement weather pay. If emergency weather conditions are declared by ~~Chief Executive Officer~~ Fix Site Director or designate designee, employees will receive inclement weather pay if they cannot continue their assignments or cannot be transported.

Section 5. Employees whose paychecks are incorrect by an amount equal to or greater than \$25 shall receive compensation within three (3) days at the employee's request, or as soon as possible. Other corrections will be made on the next paycheck.

Section 6. The Employer will provide each employee with a monthly statement of his/her leave earned, used and remaining.

Section 7. Paychecks shall be mailed to the last known current address of all employees who request such in writing.

Section 8. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or governmental regulation relating to safety of person or equipment. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. The employee, before starting his/her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any

accident.

ARTICLE 28 RETIREMENT PLAN

Section 1. Retirement benefits shall be administered in accordance with Article 20 of the National Addendum.

ARTICLE 29 INSURANCE

Section 1. Health insurance and related benefits shall be administered in accordance with Article 18 and 19 of the National Addendum.

Section 2. Automobile Insurance. Coverage shall continue on all vehicles supplied by the Employer.

Section 3. If a full-time disabled employee is collecting benefits under worker's compensation or long-term disability insurance, the Employer will pay the full cost of the health insurance group premium subject to the insurance policy limitations and the Employer contribution to the American Red Cross retirement system for a maximum of twelve (12) months. After this time the Employer will not assume any costs for the above.

Section 4. Each bargaining unit member shall receive a booklet of information covering benefits under insurance plans.

ARTICLE 30 TRANSFER OF EMPLOYER TITLE OF INTEREST

The Employer shall give notice of the existence of this Agreement to any purchaser of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

ARTICLE 31 SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer will not subcontract work customarily performed by employees of the bargaining unit covered by this Agreement nor may the Employer

subcontract work in any classification covered by this bargaining unit for the purpose of avoiding overtime. The Employer may not subcontract work in any classification if any employee who normally performs such work is on layoff.

ARTICLE 32 EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization during the life of the Agreement with respect to the employees covered by this Agreement.

ARTICLE 33 MAINTENANCE OF STANDARDS

The Employer agrees, subject to the following provisions, that all conditions of employment in his/her individual operation relating to wages, guaranteed hours for full-time employees, overtime differentials shall be maintained during the term of this contract in accordance with Articles 12 and 13 of the National Addendum.

ARTICLE 34 RE-OPENING AND TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect until September 30, 2024 and shall be renewed or reopened consistent with Article 25, Section 1 of the National Addendum.

ARTICLE 35 JOINT LABOR MANAGEMENT MEETINGS

Section 1. Management and the Union agree that in order to discuss work issues and build a more cohesive relationship, to establish joint labor management meetings. Either party may submit an agenda to the other. These meetings may consist of one (1) steward or alternate steward from each work unit. (MUA and Apheresis), Director of Collections, Apheresis Supervisor and MUA Supervisor, a representative from Human Resources and Teamsters Service Representative.

Section 2. Meetings will be scheduled for two 2 hours maximum and take place on a quarterly basis (or more frequently if mutually agreed upon) to discuss any issues that management or the Union deem necessary.

ARTICLE 36
INTEGRATION MODEL

The parties agree that the Teamster represented Apheresis and OPEIU represented Whole Blood fixed sites will begin integrating in November 2018. Until the integration is complete, both the Apheresis and Whole Blood fixed sites will continue to operate separately. Once fully integrated, the fixed site will be Teamster represented.

Effective ratification, the Employer agrees to post four (4) new permanent Teamster represented Apheresis positions, which jobs will begin in November 2018. During the integration process where both fixed sites continue to operate separately, the parties agree the four (4) new Teamster represented Apheresis employees may need to cover open shifts in the OPEIU represented Whole Blood fixed site for coverage purposes for call offs and vacation. If the Employer needs these four (4) employees to work in the Whole Blood fixed site for any other reason, it shall only be done through mutual agreement between the Teamsters and Employer.

Effective January 1, 2019, employees shall work under a four (4) work day ten (10) hour day schedule. The Employer agrees it cannot force employees to work a sixth (6th) or seventh (7th) day in a work week for any reason. However, the parties agree in December 2018 to bargain over the other terms and conditions of the four (4) work day ten (10) hour schedule, except the Monday through Friday work week guarantee as defined in Article 6, Section 1. If the parties fail to agree upon the terms of the above, either party shall have the right to refer the dispute over the terms of the above to binding interest arbitration. The arbitrator shall be selected in accordance with the provisions of Article 11 — Grievance Procedure. The arbitrator selected shall have the right to set hearing dates and location (near the facility), and to determine the other procedures to apply to the resolution of the dispute.

ARTICLE 37-36
SEVERANCE

Any employee who elects to be voluntarily laid off on (Insert date) or is involuntarily laid off on (Insert date) will receive the following:

1. Two weeks of pay at the employee's guarantee; and,
2. One week of pay at the employee's guarantee for every full year of service;
and,
3. A maximum of twelve (12) weeks pay.

The payment of the above severance shall be paid out either by week or as a lump sum; the Union will inform the Employer prior to payment of which method will be used. The Employer agrees not to contest unemployment.

APPENDIX A

Subject to Article ~~13-12~~, Section 3 of the ~~Teamster~~ National Teamsters Addendum.

Section 1. Wages shall be paid on a regular schedule every two (2) weeks. New bargaining unit employees covered by this Agreement shall receive market a starting wage adjustments as outlined with the revised wage table below. All covered employees will receive at least a 2% market adjustment. These increases shall be implemented as soon as practicable following tentative agreement and shall be prior to increases and retroactive pay outlined in the National Addendum.

Effective	Start	13-24 Months	25-36 Months	37-48 Months	49-60 Months	61-72 Months	73+ Months
ASAP	\$19.40	\$19.84	\$20.68	\$21.60	\$22.46	\$23.32	\$24.49

New Hire Wage Rate-Effective per Article 12, Section 4 of the Nation Teamsters Addendum.

Effective per Article 12, Section 1 of the NTA	Starting Wage Rate
(Ffpp) after 9/30/2024 2% plus 3% step compression	\$20.37
(Ffpp) after 9/30/2025 2%	\$20.78
(Ffpp) after 9/30/2026 2%	\$21.20
(Ffpp) after 9/30/2025 2%	\$21.62

Per the provisions of Article 12 of the National Teamsters Addendum, all current bargaining unit employees shall receive wage increases as set forth below.

Effective	Wage Increase
(Ffpp) after 9/30/2024	4%
(Ffpp) after 9/30/2025	4%
(Ffpp) after 9/30/2026	3%
(Ffpp) after 9/30/2025	3%

who is eligible

Apheresis bargaining unit employees covered by this agreement with seven (7) or more years of continuous service as of September 30, 2024, shall receive an additional two percent (2%) across the board (ATB) in addition to the four percent (4%) increase referenced above (year one only). These (ATB) increases shall be implemented in the first full pay period after Septer30, 2024.

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Section 2. Longevity. Longevity bonuses will be paid in the following manner: Employees with over five (5) years of bargaining unit seniority shall receive a

longevity payment.

5 years or more company seniority ————— \$325.00

OR

5 years or more bargaining unit seniority ————— \$375.00

<u>5 to 10 years</u>	<u>\$325.00</u>
<u>11 to 15 years</u>	<u>\$375.00</u>
<u>16 to 20 years</u>	<u>\$450.00</u>
<u>20 to 29 years</u>	<u>\$500.00</u>
<u>30 plus years</u>	<u>\$600.00</u>

The longevity payment shall be made on the first paycheck on or following the anniversary date

~~Employer shall pay/reimburse current national standard pay for all overnight meals and travel expenses.~~

Section 3. Employees shall be paid the premium rate outlined in appendix B of the National Teamsters Addendum.

If an employee has a regular schedule that includes Saturday or Sunday, then the employee will be covered by the weekend premium rates in Appendix B of the National Teamsters Addendum; and the employee's local premium pay rate will be maintained unless the parties agree to another pay rate in accordance with Article 13 14, Section 6C of the National Teamsters Addendum.

Section 4. Bargaining unit members scheduled to work less than ten (10) hours per day will not be required to work more than ten (10) consecutive days unless an emergency arises beyond the control of the Employer (including unplanned absences).

Section 5. Shift Differential.
There shall be no pyramiding of premium pay.

Section 6. Employer shall pay/reimburse current national standard for all overnight meals and travel expenses.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, which shall be binding upon them, their successors and assigns to be duly executed this _____ day of _____, 2022~~4~~.

EMPLOYER
GREAT LAKES MICHIGAN
BLOOD SERVICES REGION,
AMERICAN RED CROSS,
LANSING, MICHIGAN

UNION
LOCAL UNION NO. 243,
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS,
PLYMOUTH TOWNSHIP AND LANSING,
MICHIGAN

Jessica McKeehan
Director of Fixed Site Collections

Scott Quenneville
President

Tim Smelser
Human Resources Partner

Phil Turner **Greg Lowran**
Secretary-Treasurer

Robert Hutchison Richard Harter
Director of Labor Relations

Corey Smith
Vice President/Business Representative

Tamera Smith
Steward

LETTER OF UNDERSTANDING

April 27, 2005

This letter of understanding is entered into between American Red Cross Blood Services, Great Lakes Region (ARC) and Teamsters Local Union No. 580, Apheresis Unit (Union).

During negotiations the parties discussed Apheresis Technicians transporting supplies or blood products from one building to another. It was agreed that the present system isn't working and that changes needed to be made to improve working conditions.

To that end the Company agreed to establish a joint committee consisting of two Apheresis Technicians of the Unions choice and two employees from the management ranks, one of whom shall be the Human Resources Supervisor. The joint committee shall explore the options available such as a covered awning over the ramp, motorized transportation such as a golf cart, etc. to improve these conditions under which these supplies and blood can more easily be transported. Such committee shall meet within two (2) weeks of ratification with the goal of reaching mutual agreement no later than six (6) weeks following ratification.

Signed and dated this ____ day of _____,

2005

For the American Red Cross:
580

For Teamsters Local Union No.

Patrick Greaves
Director of Labor Relations

George Warner
Business Representative

Ruth Weitzel
Steward-Apheresis Unit

LETTER OF UNDERSTANDING

May 26, 2005

[Article 17 TeamCare Insurance Benefit; Appendix C 2016 TeamCare Rates and Descriptions]

For American Red Cross: _____ For OPEIU, Local 459: _____

[OPEIU not a Union Coalition Member not party to the National Addendum]