

**COLLECTIVE BARGAINING
AGREEMENT**

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

and

TEAMSTERS LOCAL UNION NO. 243

**OCTOBER 1, ~~2021~~ 2024
through
September 30, ~~2024~~ 2028**

LN1-CT1 (MOBILE UNIT ASSISTANTS)

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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. 243, affiliated with the International Brotherhood of Teamsters, (Union) located in Plymouth Township and 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 following classification of employees:

Full-time, Part-time, Temporary Full-time, Temporary Part-time, Mobile Unit Assistants, and Mobile Unit Coordinator.

A description of the duties regularly performed by mobile unit assistants and mobile unit coordinator is set out on the attached Appendix "A" and incorporated herein by reference.

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.

Section 4. The Union and Employer agree that the Employer has the vested right to open sub stations to perform work presently assigned to the Lansing, MI Great Lakes Blood Service Region. All future satellite or sub stations opened that are presently operating from the Lansing, MI Region which employ classifications defined by this Agreement shall be considered part of the Lansing, MI Great Lakes Blood Service Region and shall be covered by this Agreement.

For purposes of this Article, the Region is defined as the geographical area that is currently being serviced by ~~Lansing MUA's~~ employees covered by this agreement represented by Teamsters Local 243.

The following counties are currently being serviced: Allegan, Barry, Berrien, Branch, Cass, Calhoun, Clare, Clinton, Eaton, Gratiot, Hillsdale, Ingham, Ionia, Isabella, Jackson, Kalamazoo, Kent, Lake, Lenawee, Livingston, Manistee, Mason, Mecosta, Missaukee, Montcalm, Muskegon, Newaygo, Oceana, Osceola, Ottawa, St. Joseph, Shiawassee, Van Buren, Wexford.

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.

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

If a part-time mobile unit assistant works on a full-time basis at least thirty-five (35) hours per week, for 9 consecutive weeks, ~~he or she~~ **they** shall become a full-time mobile unit assistant with all benefits. Full time benefits shall commence the first day of the next month after the ninth consecutive week. This thirty-five-(35) hour rule will apply only after a newly-hired employee completes ~~his/her~~ **their** 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.

Accredited Service shall be defined as the total length of service with the Employer and shall begin on the date of hire.

Section 3. The probationary period for full-time employees shall be the first 180 days of employment and during that period employees shall be entitled to all rights and privileges under this Agreement except that new employees with less than 180 days of employment may be discharged for any reason whatsoever without recourse to the grievance procedure. After the probationary period, the employee shall be placed on the regular seniority list and seniority shall be retroactive to the date hired. **The probationary period shall be sixty (60) calendar days for those employees who may be transferring from the Red Cross location Represented by OPEIU Local 459.**

The probationary period for part-time employees shall be 180 days of employment and during this period the employee shall also be entitled to all rights and privileges except that new employees with less than 180 days of employment 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. Union seniority shall be retroactive to the date hired. Company seniority shall be retroactive to the date hired.

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. Educational leaves of absence for full-time employees shall be with accumulative seniority for up to Six (6) months. Returns from educational leaves of absence shall be governed in accordance with Article 16, Section 3.

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 hereafter, if the Employer re-employs the employee within six (6) months of **his their** quit, **his their** original date of hire seniority shall be reinstated.
- B. Three (3) 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 of 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 twenty-four (24) consecutive months, or

length of service, whichever is less.

ARTICLE 4

JOB SECURITY AND CLASSIFICATIONS

Section 1. Except as specifically outlined in Article **8 9**, Section 3(A)(5) and Section 6 of the National Teamsters 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. See Appendix A, Section I. In cases of emergency, in order to maintain proper service to the community, temporary help may perform mobile unit assistant duties for a period not to exceed seventy-two (72) hours except when substituting for employees on leaves of absence. When substituting for employees on leaves of absence (full-time, part-time or per diem) bargaining unit members will be offered, voluntarily by seniority, additional hours before temporary assistance is sought.

Realizing that this is an area of volunteer work, the above language will be used as a guideline and prior to filing grievances, bargaining unit members shall first attempt to work the problems out with the supervisor. If their problems continue after an earnest effort on the bargaining unit member's behalf, they shall then have the right to file a grievance.

Section 2. The Employer agrees that all equipment used by bargaining unit members shall be maintained in proper working order. The Employer shall continue to maintain the best possible work environment for the bargaining unit members.

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 Mobile Unit Assistants 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. Approved RDO shall not be considered an unpaid absence for purposes of this Section. Full-Time Mobile Unit Assistants hired after May 1, 2005 will be guaranteed thirty-seven-point-five (37.5) hours worth of work per week including requested paid time off. 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 remaining weekend work by inverse seniority each week which shall be considered a part of their normal work week.

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 14, Section 6C 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 5 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 14, Section 6C of the National Addendum.

Section 2. 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, subject to change in accordance with Article 7 of the National Addendum.

Section 3. All employees will be Union members in good standing which means they pay an initiation fee and monthly dues in accordance with the Teamsters constitution. Per Diems will be scheduled for replacement of part-time and full-time employees on paid time off Monday through Friday and may work weekends.

All employees shall receive meal periods and rest breaks in accordance with Article 8 of the National Addendum.

Bargaining unit employees will be assigned to the Center, as workload requires. Under special circumstances, a mobile unit assistant may be assigned full-time to the Center on a temporary basis upon mutual agreement between the Employer and the Union. Such

mobile unit assistant shall work the Center hours with no loss of time or pay.

Section 4. For the purpose of computing hours worked when not in the Center, time shall begin when the bargaining unit member arrives at the Center to begin and end when the bargaining unit member again leaves the Center to return home. In the case of an overnight stay, hours worked shall include time spent traveling to overnight lodging and from the lodging to site of program, but shall exclude time spent at overnight lodging area. When a mandatory overnight is required the mobile unit assistant's hours shall start no later than 10am. Notwithstanding the preceding, nothing in this Section shall be interpreted to preclude the Company from maintaining, instituting or changing shifts or workweeks to obtain the production it desires per Article 7 of the National Addendum. In cases of overnights assigned on holidays, the bargaining unit member shall receive double time for hours worked including time spent traveling to overnight lodging area. Excluded is time spent at the overnight lodging area. Consistent with the National Addendum, Article 14, Sections 4 and 5, this differential shall remain in effect until the new payroll and HRIS system goes live on July 1, 2016 or at a later time. This premium will be continued or eliminated by the process outlined in Article 14, Section 6 of the National Addendum.

Section 5. The present practice of assigning overnights shall continue. If a bargaining unit member works a program/day of fourteen (14) hours or more, ~~he/she~~ **they** may be scheduled in the Center or off the following day unless there is no reasonable alternative. Before assigning a bargaining unit member more than two (2) overnights in a workweek, volunteers will be sought in seniority order.

Management will make hotel accommodations for MUAs on an overnight program. There will be no company issued credit cards. Employees will not be required to use personal credit cards. MUA's will not be required to share hotel rooms.

Mobile Unit Assistants will be provided with phone cards. The phone cards should be used strictly for business, union and emergencies.

Section 6. Article 10, Section 7(B) of the National Addendum shall govern circumstances when employees are required to work with less than 10 hours of turnaround time between shifts. Each mobile unit assistant shall be assigned no more than one early departure per week unless there is no reasonable alternative, and there shall be a one (1) day break between the early departures whenever possible, subject to the Employer's ability to maintain, institute and change shifts in accordance with Article 7 of the National Addendum.

Early departure shall be defined as follows: Arrival of the mobile unit assistant at the Center at or before 5:30 a.m. in order to begin work.

Section 7. 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.

Labor and management agree they shall cooperate to insure adequate Mobile Unit Assistant staffing levels are provided.

Section 8. Mobile unit assistants are responsible to the Team Leader or Acting Head Nurse on bloodmobile operations. When working in the Center, instructions come from the Mobile Operations Supervisor.

Section 9. The Mobile Unit Assistant and Management shall determine if safety reasons prevent the Mobile Unit Assistant from unloading without assistance. Should unloading problems arise, the Regional Representative or Mobile Operations Supervisor will be consulted.

Section 10. Consistent with Article 7 of the National Addendum, overtime shall be paid at the rate of time and one half for all hours worked in excess of forty (40) hours per employee workweek. Monday through Friday overtime shall be assigned on the posted schedule and reflect total number of hours assigned weekly and year to date so as to equalize among full time bargaining unit members.

- A. In the event that there are no regularly scheduled Full-time, Part-time or Per Diem employees available to work Saturday or Sunday, the employer will offer Saturday and or Sunday work to Full-time employees. This will be done by putting the most senior employee on the first assignment, on each assignment, thereafter will be assigned to the next senior MUA on the seniority list. Drive locations will be assigned in alphabetical order. A refusal for the overtime will count in the rotation.

In the case of a special reason for overtime the appropriate posting shall be posted on the mobile unit assistant bulletin board at least two (2) weeks prior to overtime and remain posted for five (5) working days. Assignment of personnel shall then be made according to seniority from the full-time mobile unit assistants who signed the posting. No late signatures shall be accepted. If an insufficient number of employees sign the posting, the most junior employee(s) shall be given the assignment.

Section 11. 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 at least the first three (3) hours of work at the rate of time and one-half. Consistent with the National Addendum, Article 14, Sections 4 and 5, 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 Employees shall be paid the premium rate outlined in Appendix B of the National Teamsters Addendum.~~

Section 12. 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 13. The employee schedule of work shall be posted no later than five (5) working days prior to the first day of work. To address unscheduled absenteeism to avoid cancelling Scheduled drives, the ARC can utilize OPEIU drivers after the Teamsters Local 243 seniority list has been exhausted. On a voluntary basis by seniority, the Employer may offer Bargaining Unit employees to cover work arising from the Flint site after OPEIU employees have been exhausted.

Section 14. Holiday Pay shall follow Article ~~15~~ **14**, Section 2 of the National Teamsters Addendum.

Section 15. When scheduling hours of work, the Employer will, if possible, not assign work on a day for which an employee has requested leave time, including RDO. Requests by employees shall be submitted in writing in accordance with the Company's notification procedures to the supervisor (currently SharePoint) at least five (5) working days prior to the posting of the schedule of work. No more than one (1) MUA per Lansing launch site and one (1) MUA per Kalamazoo and Grand Rapids (combined) launch site will be granted for RDO on any given day. Additional RDO's may be granted at the discretion of management.

In the event of a change in Company's notification procedure, the Red Cross will provide a minimum of two (2) week advanced notification per Article 2, Section 2 of this Agreement.

Section 16. 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 7 of the National Addendum.

Section 17. The Employer will schedule sufficient arrival time for Mobile Unit Assistant set-up. Normally, two (2) hours will be scheduled. On arrival times of less than two (2) hours, that are known in advance from the weekly production planning meeting, an extra mobile unit assistant shall be assigned to assist in unload, set up and to provide for relief of meal breaks. For others that are discovered upon arrival, the MUA will contact the MUA Supervisor or designee to provide instructions regarding relief of meal break and set up.

On consistently known problem drives the MUA may request to have confirmation provided before the day of the drive.

Union and management agree to identify programs where an abbreviated unloading and set up are necessary. For these programs, MUA's will take their meal break before arrival.

MUA's shall not be required to complete a blood drive without returning to the center unless there is no reasonable alternative. In cases where it is necessary that the mobile unit remains on the road, another MUA shall be assigned to resupply the unit and take

over the mobile for the next day if staffing permits. Notwithstanding the above, nothing in this Section shall be interpreted to preclude the Company from maintaining, instituting or changing shifts or workweeks to obtain the production it desires per Article 7 of the National Addendum.

Section 18. If the employee is driving when the county road commission, police department or other Authorities close roads in the direction the employee is traveling or the truck they are driving breaks down then the Employer will pay for the employee's travel time to a safe stopping point. The Employer will pay for up to eight (8) hours per day including any work the employee does during the time stranded. The Employer also agrees to pay for any travel accommodations that are necessary due to the unsafe/closed road conditions or the equipment failure. Hours paid and not worked will be paid at straight time. The Employer, in the case of weather related delays, may request verification of road conditions in order for the employee to receive pay.

ARTICLE 7

LAYOFF AND RECALL

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

- a) Temporary Part-time mobile unit assistant(s) shall be laid off first, in inverse order of bargaining unit seniority.
- b) Temporary Full-time mobile unit assistant(s) shall be laid off next, in inverse order of bargaining unit seniority.
- c) Part-time mobile unit assistant(s) shall be laid off next, in inverse order of bargaining unit seniority.
- d) Full-time mobile unit assistant(s) and coordinator 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.

Section 3. In the event of a layoff, the employees may be queried to determine if a reduced workweek 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 or the designated company representative in accordance with the provisions of 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 such 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, are 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 will 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 stewards/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. A second alternate steward shall be added when the unit reaches thirty (30) members and for each additional ten (10) member increase beyond thirty (30). Stewards or alternates may confer with bargaining unit member(s) and the Local Union concerning this Agreement using Employer's telephonic communication devices.

Section 4. The Union Steward shall be assigned to the center one (1) day per month for the purpose of processing grievances and meetings.

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 p**Progressive 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) calendar 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 21 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 calendar days.

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 time lines 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 Company for 12 months and who has completed 1250 hours of work during the 12-month period immediately preceding the commencement of such leave will be entitled to leave under the Family and Medical Leave Act of 1993 ("Act") in accordance with its provision and the provisions of this Section. To the extent an Employee is entitled to a leave under this Article and any other Section of this Agreement, the leaves shall run concurrently.

(b) Years For Purposes of Determining Leave Entitlement. For the purposes of determining an Employee's leave entitlement under the Act, the 52-week period

immediately preceding the commencement of leave under the Act shall be the applicable measuring period.

(c) Payment of Group Insurance Premiums During Leave. Each Employee on unpaid leave under the Act shall remain responsible for paying the Employee share of the premiums for coverage elected by the Employee, and shall directly submit to the Company, not later than the Employee's normal payday, the amount of premium owed by the Employee. If the Employee shall fail to timely remit premium payments, the Employer shall terminate coverage. If, upon expiration of the leave under the Act, the Employee fails to return to work, any premiums paid by the Employer shall be a legal debt due and owing from the Employee to the Company. If the failure to return to work is a reason as set forth in Section 104 (c)(2)(B)(I) and (ii) of the Act, then amounts paid by the Company toward the premium cost of benefits shall not be a debt owed by the Employee.

(d) An employee on leave under this section shall use all accrued PTO before taking unpaid leave, with the exception of five (5) days.

The Union and Employer agrees to incorporate any Paid Family Leave as in the Teamster National Addendum Appendix D.

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 ~~15~~ **14, Section 3** of the ~~Teamster~~ National **Teamsters** Addendum.

All holidays will be designated and administered pursuant to Article ~~15~~ **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 ~~MUAs~~ **CT1's** will receive a pro-rated holiday pay. Full-time bargaining unit members shall be compensated for eight (8) hours of their hourly rate for each holiday.

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

Section 4. If a holiday falls on a payday, employees shall receive their paychecks the day proceeding the holiday.

ARTICLE 14

PAID TIME OFF

All employees will be covered by the PTO provisions outlined in Article 16 of the National Teamsters 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 10 of the National Teamsters Addendum.

(Article 31 Health insurance and related benefits) shall be administered in accordance with Article 19 and 20 of the National Teamsters Addendum.

Section 1:

Effective January 1, 2017:

Years of Service	Annual PTO Available for Employees	Days for Regular	Pay Period (Accruals)
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 Mobile Operations 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 shall be scheduled according to full-time seniority, and then part-time seniority, taking into account the preference of the employee, based upon the following procedure:

There shall be two (2) bid windows, on the first business day of September and March. The September bid window will be for time off for January 1st through June 30th: The March bid window will be for time off for July 1st to December 31st. PTO sign-up request shall be bid through Sharepoint for all bargaining unit employees. The PTO sign up request will list first and second choices. The steward and supervisor will review such request and post onto a calendar. The PTO sign-up request must be returned within ten (10) working days from being issued. PTO shall be granted based on layoff seniority. Each employee may schedule ten (10) days of PTO. Days scheduled in prime time, Memorial Day through Labor Day, shall be scheduled in Monday through Friday increments.

Third choice for PTO: employees may select any day(s), which may be available.

Upon completion of the third choice, remaining PTO requests shall be approved on a first-come first-serve basis. In the case an employee wants to take time before his/her choice it shall be considered pending approval of senior employees.

If, during PTO, rescheduling is necessary, the employee shall immediately notify the supervisor. If the Employer deems it appropriate to use any other type of leave in lieu of vacation time, the employee shall be allowed such other leave.

Section 3. PTO pay shall be at the regular hourly rate and based on a forty-(40) hour work week. It is agreed and understood that the following procedure will be used when claiming Paid Time Off (PTO):

- 1) When PTO is requested ahead of time and makes the bargaining unit member unavailable to be scheduled for work that day, eight hours of leave will be recorded.
- 2) If Monday through Friday is scheduled off for PTO, forty hours leave will be recorded.
- 3) If a bargaining unit member leaves work after a scheduled arrival, he/she will use the appropriate PTO for the remainder of the scheduled work hours with PTO not to exceed eight (8) hours.

Section 4. The Employer and the Union recognize that PTO is important to the well being

of employees. Employees shall take their PTO annually and may carry over up to a full year's allotment as defined in the National Addendum into the next year. All unused PTO in excess of a full year's allotment as defined in the National Addendum shall be paid in the next paycheck at one (1) day straight time pay for two (2) days PTO.

Section 5. If, and only if, the Employer causes an employee to fail to use any portion of his/her PTO, which cannot be rescheduled, the employee shall be compensated at his/her regular hourly rate for the unused PTO or carry up to a full year's allotment as defined in the National Addendum.

Section 6. Employees shall be paid all of unused PTO upon retirement or termination. The legal beneficiary(ies) shall receive compensation for all unused PTO upon the death of an employee.

Section 7. With prior approval of the Employer, an employee may use PTO in increments of hours.

Section 8. Only four (4) employees shall be granted scheduled paid leave (PTO or floating holiday) at any one time, up to a total of twenty (20) days leave per week. Any exceptions to this restriction must be approved by the supervisor. The approval or disapproval will be based upon actual effect on workload. Five (5) employees may be granted scheduled leave (PTO or floating holiday) if 1) six (6) weeks prior to requested PTO the calendar is booked at 90% or less for the requested week or 2) current staff are available to work the period requested with six (6) weeks notice. A voluntary sign-up request based on layoff seniority will be posted for additional sign-up's in addition to Section 2 above.

Section 9. A male employee is eligible for up to one (1) week, (five (5) days PTO) at the time his spouse gives birth to a baby. Such PTO shall be charged to accumulated PTO, and will be in addition to the leave specified in Section 8, above. The employee must notify the Employer of his intent to use leave at least one (1) month before the projected date of birth. Such PTO shall be concurrent with the Family Medical Leave Act.

Section 10. Employees may use their PTO for doctor appointments, dental appointments, and other illnesses, which may arise.

Section 11. 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

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.

In the training of a new hire for a driver position, Management will solicit input from the Trainer prior to signing off the individual to drive, load, and unload the vehicle. In the event of a disagreement between the trainer and management, another trainer will be assigned to observe the employee and submit their opinion as to the qualifications of the individual.

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 30-day increments. Such leaves may be extended in 30-day increments upon approval of the Employer. At the end of 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 60 days or less, the full-time Employee shall be placed in the position he/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 60 days, he shall be returned to the position he/she vacated. On returns of greater than 60 days, he/she will be given the next available opening.

ARTICLE 17

UNION LEAVE

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 his/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 a mobile unit assistant. 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, grandchild.

Section 3. Up to three (3) days without pay shall be granted to employees in the event of the death of other members of 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 as co-habitation in a relationship analogous to 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 be charged to PTO. The employee shall provide as much advance notice as possible to the supervisor upon the death of the family members or spouse's family members.

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

ARTICLE 19

JURY DUTY LEAVE

An employee who serves on jury duty shall be paid the difference between his pay for jury duty, not including mileage, and his regular pay. Regular pay shall be adjusted as an average of gross earnings for the last four (4) weeks. An employee shall report to work when temporarily excused from attendance at court. 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 per year.

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 his 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

RETURN FROM LEAVE OF ABSENCE

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

- A.** Medical leave. 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 employee within the classification so as to retain employment.
- B.** Other Leaves. An employee returning after 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 6 (H), Loss of Seniority.

ARTICLE 22

MATERNITY/PATERNITY/ADOPTION LEAVE

- A.** A non-medical maternity/paternity/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.
- B.** An employee electing to take a non-medical maternity/paternity/adoption leave shall notify the Employer one (1) month prior to the expected due date or adoption date.
- C.** An employee on a non-medical maternity/paternity/adoption leave shall be returned to the regular classification upon completion of the leave.

D. An employee on leave under this Article shall use all accrued PTO before taking unpaid leave. Insurance premiums will be paid by the employee while on unpaid leave.

ARTICLE 23

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 PTO 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.

Section 4. An employee required by the worker's compensation carrier to report for medical treatment after returning to work shall be paid his regular hourly rate for lost work time. Such visits shall normally be scheduled on an employee's non-work time. The Employer may change the schedule to accomplish this. Employees with such appointments must give at least one (1) week's notice to their immediate supervisor or such lost time shall be charged to their sick bank.

ARTICLE 24

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 the employee's work shall be at the Employer's expense.

ARTICLE 25

ALCOHOL AND CONTROLLED SUBSTANCE TESTING

Section 1. Because of the nature of the work performed by members of the bargaining unit and their use of motor vehicles, 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 3 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 26

UNIFORMS

Section 1. The employer will purchase necessary uniforms from an employer approved vendor for the employees that must be worn by employees while on duty representing the American Red Cross. Uniforms must bear the Union label, union member may request the Teamsters Local 243 logo and will be responsible for the additional cost of the Union logo payable upon receipt of the shirts. Employees will participate in the Employer's scrubs program in accordance with Article ~~42~~ 10 of the National Teamsters Addendum when the employee completes cross training.

Section 2. There will be an initial supply of five (5) shirts for each MUA CT1.

Section 3. The following quantities will be provided each MUA CT1 who have

completed probation. All employees shall receive an annual two hundred dollars (\$200.00) allowance on January 1 of each year for all items listed under section 4 of this Article. Employees shall also be eligible for the Collection employee scrub allowance per the ~~Teamster~~ National Teamsters Addendum.

Section 4. New Employees. New employees shall be provided with three (3) uniforms (shirt and pants) a coat, one (1) belt, one (1) gloves, and one (1) pair of steel or composite toed, non-skid safety shoes/boots. After completion of probation the Employer will purchase two (2) more shirts and pants.

Section 5. Employees who terminate employment will return usable uniform items to the Employer.

Section 6. The MUA CT1 Supervisor or designee will initiate all approved purchases upon request from the employee based on the above schedule.

ARTICLE 27

EQUIPMENT, ACCIDENTS, AND REPORTS

Section 1. The Employer shall not require employees to take out on the street or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 2. 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.

Section 3. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Employer, the employee, before starting his 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.

Section 4. Employees shall, at the beginning or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee.

The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe.

Section 5. In the event of equipment breakdown or inclement weather conditions down

time will be included in hours worked.

The Employer agrees to pay for accommodations that are necessary due to road conditions or equipment failure.

Section 6. The Employer will provide equipment and appliances (such as lifts and hand trucks) that are designed to reduce physical strain and will maintain such equipment in proper and safe working order. Further, the Employer will maintain reasonable ergonomics standards that are designed to reduce musculoskeletal disorders that are caused by work that involves repetitive motions, using continuous force or requires assuming repetitive, awkward positions.

ARTICLE 28

SEPARABILITY AND SAVINGS CLAUSE

Section 1. If this Agreement and the National 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 29

GENERAL

Section 1. The Employer shall provide one bulletin board in Lansing and one bulletin board at any location where the bargaining unit may be based. The bulletin board is 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. Employee meetings with the Employer shall be held on a regular quarterly basis, or as often as needed. The length of these meetings shall be at least two (2) hours. Any employee who has pre-approved leave time scheduled the first scheduled work day before or after these meetings shall have the option of attending.

Section 3. A personnel file for each employee shall be maintained by the Human Resource Office and shall be considered confidential. Any mobile unit assistant 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 if 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. Upon the **GEO RDSE** or designee declaring an inclement weather day, employees who are unable to get to work because of inclement weather may refuse to drive and shall not forfeit salary up to (8) eight hours. Such hours shall not be counted toward overtime. The employee has the responsibility to notify the MUA Supervisor. The Employer may opt to transport employees to and from work during these situations.

Employees will not be required to use floating holidays or annual leave time to compensate for hours not worked due to inclement weather conditions.

Section 5. Employees whose paychecks are incorrect by an amount equal to or greater than \$50 shall receive compensation within three (3) working days at the employee's request after notifying the Employer under the current payroll system. Paycheck errors less than \$50.00 shall be corrected on the next paycheck. If paycheck errors are a result of an employee failure to timely submit time records, the employee will receive his/her normal base pay for the days worked and corrections will be made the following pay period.

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.

Accrual of PTO on any leave will follow Article 16, Section 3 (e) of the National Addendum.

Section 10. Any Employee authorized by the Employer to drive their personal vehicle for American Red Cross business shall be reimbursed for mileage in accordance to IRS guidelines.

ARTICLE 30

RETIREMENT PLAN

Retirement benefits shall be administered in accordance with Article 19 and 20 of the National Addendum.

ARTICLE 31

INSURANCE

Health insurance and related benefits shall be administered in accordance with Article 17 and 18 of the National Addendum.

Section 1. Automobile Insurance. Coverage shall continue on all vehicles supplied by the Employer.

Section 2. 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 3. Each bargaining unit member shall receive a booklet of information covering benefits under insurance plans.

ARTICLE 32

TRANSFER OF EMPLOYER TITLE OF INTEREST

Section 1: 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 33

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 34

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 35

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 and overtime differentials shall be maintained during the term of this contract in accordance with Articles 13 and 14 of the Teamsters National Addendum.

ARTICLE 36

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 26, Section 1 of the Teamster National Addendum.

ARTICLE 37

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 Apherisis), Director of Collections, Apherisis 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 38

SEVERANCE

Any employee who elects to be voluntarily laid off, or is involuntarily laid off 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.

ARTICLE 39

45-45-45

The Employer will follow what is agreed upon in the tentative Teamster National Addendum.

APPENDIX A

This Appendix is subject to Article 9 of the National Addendum.

Section 1. The general duties of a Mobile Unit Assistant are at least the following listed below including other related duties as assigned:

- A. All driving of
 - 1) Bloodmobiles.
 - 2) Transport of blood from mobiles to Center when necessary.
 - 3) Supply shuttles from Lansing.

- B. Duties relating to bloodmobile operations:
 - 1) The activities of mobile unit assistants on mobile operations are outlined in the Reference binders present during all mobile collections.
 - 2) Supplying, loading, driving, unloading bloodmobile truck. Set up and break-down at site.
 - 3) Handling, transporting and storing blood.
 - 4) Any assistance during periods of emergencies.

- C. Duties in Center: (Monday-Friday)
 - 1) Scheduled blood delivery routes
 - 2) Local runs while working in Center.
 - 3) If time allows, any other duties related to mobile unit assistant work.

- D. Transport of test tubes to testing site at NTL in Detroit Monday through Friday.

- E. All duties shall be rotated equally among bargaining unit members.

Section 2. The general duties of the mobile unit coordinator are:

- A. Coordination of all activities relating to mobile unit assistant's duties.
- B. Blood mobile support activities
- C. Local hospital runs during normal center hours
- D. Any mobile unit assistant's duties in terms of emergency

Effective immediately, all employees shall receive a one-time signing bonus of \$500.00.

In accordance with the provisions of Article 12 of the National Teamster Addendum all current bargaining unit employees hired prior to September 30, 2024, covered by the Teamsters National Addendum shall receive compensation outlined in the table in Section 3, Wages, below. a three percent (3%) across the board raise, to be effective the third full pay period following the ratification of the Teamsters National Addendum.

~~The Red Cross shall pay a retroactive pay bonus at a rate of 3% of gross hourly wages earned (excluding premiums, shift differentials, incentives, bonuses or other earnings not hours based) from September 30, 2021 through the third full pay period following ratification of the agreement.~~

Section 3. Wages.

Effective		Wage Rate
2021	3%	\$24.49 per hour
(Ffpp) after 9/30/2022	3%	\$25.22 per hour
(Ffpp) after 9/30/2023	2%	\$25.98 per hour

(Ffpp) after 9/30/2024 4%

(Ffpp) after 9/30/2025 4%

(Ffpp) after 9/30/2026 3%

(Ffpp) after 9/30/2027 3%

CT1 with seven (7) years or more continuous service as of September 30, 2024, shall receive another two (2%) percent across the board (ATB) increase in addition to the four (4%) percent increase referenced above (year one only). These (ATB) increases shall be implemented in the first full pay period after September 30, 2024, per Article 12, Section 2 of the NTA.

~~*Consistent with the National Addendum, Article 14, Sections 4 and 5, the Mentor/Trainer 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.~~

Mentor/trainer premium provided under Appendix B of the National Teamsters Addendum shall apply under this Local Agreement.

The Coordinator premium will be continued or eliminated as determined by the process outlined in Article 14, Section 6 of the National Addendum.

New Employee Wages:

Per Article 12, Section 4, of the NTA, all new hire hourly rates shall be increased

two (2%) percent effective the first full pay period after September 30, 2024, and each year there after for the term of the agreement as out lined below.

Starting current job rate: \$25.98
(Ffpp) after 9/30/2024 \$26.50
(Ffpp) after 9/30/2025 \$27.03
(Ffpp) after 9/30/2026 \$27.57
(Ffpp) after 9/30/2027 \$28.12

Starting Rate = 80% of the job rate
6 months = 90% of the job rate
18 months = 100% of the job rate

Any employee in progression and hired before September 30, 2024, shall be brought up to the full starting wage rate prior to increases set forth in Article 12 of the National Teamsters Addendum.

The MUA classification will be revised to the standard title – CT1.
(It is understood that the MUAs will remain the same as outlined in the NLRB certification. Furthermore, the MUA Coordinator will also be classified as a CT1.

Longevity: Employees with over five (5) years of bargaining unit seniority shall receive a longevity payment based on the following schedule. Such payment shall be made on the paycheck covering the period following which the employee’s anniversary date falls.

5 to 10 years	\$250.00	<u>\$300.00</u>
11 to 15 years	\$350.00	<u>\$400.00</u>
16 to 20 years	\$400.00	<u>\$450.00</u>
20 to 29 years	\$450.00	<u>\$500.00</u>
30+ years	\$550.00	<u>\$600.00</u>

~~Consistent with the National Addendum, Article 14, Sections 4 and 5, this differential shall remain in effect until the new payroll and HRIS system goes live on July 1, 2016 or at a later time. This premium will be continued or eliminated as determined by the process outlined in Article 14, Section 6 of the National Addendum.~~

Employees on the seniority list as of July 1, 1999 will be paid longevity pay in accordance with past practice based on company service. New hires into the **MUA CT1** unit will be paid longevity pay based on **MUA CT1** bargaining unit seniority.

Seniority employees will be paid longevity pay according to the following formula upon termination:

Time Worked	Percent Longevity Paid
180 days through 240 days	75% of respective amount

241 days or more

100% of respective amount

Employer shall pay/reimburse current National Standard pay 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 _____, 20224.

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

Jacqueline Tullio
RDSE

Scott Quenneville
President

Tim Smelser
Human Resources Business Partner

Greg Lowran
Secretary-Treasurer

Jeff Champion
Labor Director

Corey Smith
Vice President/Business Representative

~~Jennie Hemstreet~~ **Lynne Meade**
~~Steward~~ **Trustee/Business**
Representative