AGREEMENT
BETWEEN
OREGON NURSES ASSOCIATION
AND
AMERICAN RED CROSS
PACIFIC NORTHWEST BLOOD SERVICES REGION

March 18, 2014 - September 30, 2018
[amended Oct 21st, 2016]
# TABLE OF CONTENTS

AGREEMENT ................................................................................................................................. 1

PREAMBLE .................................................................................................................................... 1

Article 1 - MANAGEMENT RIGHTS ............................................................................................. 1

Article 2 - RECOGNITION ............................................................................................................. 2

Article 3 - ASSOCIATION SECURITY .......................................................................................... 2

  Section A. Membership ................................................................................................................ 2

  Section B. Dues and Credit Union Deduction ......................................................................... 3

  Section C. Bulletin Board .......................................................................................................... 3

  Section D. Availability of Facilities ............................................................................................. 4

  Section E. Access of Association Representative ....................................................................... 4

Article 4 - NO DISCRIMINATION ................................................................................................. 5

Article 5 - DEFINITIONS .............................................................................................................. 5

  Section A. Regular Full-Time .................................................................................................... 5

  Section B. Regular Part-Time ................................................................................................... 5

  Section C. Charge .................................................................................................................... 6

  Section D. Introductory Period .................................................................................................. 6

  Section E. Anniversary Date ...................................................................................................... 6

Article 6 - COMPENSATION ......................................................................................................... 7

  Section A. Salary Schedule ....................................................................................................... 7

  Section B. Shift Differential ....................................................................................................... 7

  Section C. Annual Increases ...................................................................................................... 7

  Section D. Credit for Prior Experience ................................................................................. 7

  Section E. Pay Day and Records ............................................................................................... 7

  Section F. Bilingual Differential ............................................................................................... 8

Article 7 - HOURS OF WORK ....................................................................................................... 8

  Section A. Definitions ............................................................................................................... 8

  Section B. Overtime Pay/Inconvenience Differential Premium ................................................. 9

  Section C. Weekend .................................................................................................................. 9

  Section D. Consecutive Days .................................................................................................... 10

  Section E. Posting of the Work Schedule [subject to SAG] .................................................... 10

  Section F. Protection of Scheduled Work ............................................................................... 12

  Section G. Center Scheduling ................................................................................................. 12

  Section H. Work-Life Balance ................................................................................................. 12
Section C. Staff Meetings ................................................................. 22
Section D. Educational Leave ............................................................. 23
Section E. CPR Training ................................................................. 24
Article 17 - PROFESSIONAL NURSING CARE COMMITTEE (PNCC) ............................ 24
   Section A. Intent ................................................................. 24
   Section B. Definition ............................................................. 25
Article 18 - SENIORITY ................................................................. 26
   Section A. Definition ............................................................. 26
   Section B. Loss of Seniority ....................................................... 26
   Section C. Vacancies ............................................................... 27
   Section D. Lay-Off ................................................................. 27
Article 19 - JOB SECURITY ............................................................ 27
Article 20 - PERSONNEL FILES ................................................... 28
   Section A. Access ................................................................. 28
   Section B. Performance-Related Material ................................. 28
Article 21 - STAFFING ................................................................. 29
   Section A. Intent ................................................................. 29
Article 22 - GRIEVANCE PROCEDURE ......................................... 29
   Section A. Grievance Procedure ............................................ 29
   Section B. Arbitration Procedure ........................................... 31
   Section C. Appeal from Discharge or Suspension .................. 32
Article 23 - SUCCESSOR PROVISION ........................................ 32
Article 24 - TRAVEL ................................................................. 33
   Section A. Meal Allowances .................................................. 33
   Section B. Lodging ............................................................... 33
   Section C. Mileage Reimbursement ....................................... 33
   Section D. Phone Calls ......................................................... 33
   Section E. Long Distance Bloodmobile ................................. 33
Article 25 - RETAINED RIGHTS .................................................. 34
Article 26 - APHERESIS .............................................................. 34
   Section A. Clinical Services On-Call ..................................... 34
   Section B. Clinical Services Overnight Travel ...................... 35
   Section C. Clinical Services Transportation .......................... 35
   Section D. Clinical Services: Support For Nurse Schedule Requirements 35
AGREEMENT
The Agreement made and entered into by and between the American Red Cross, Pacific Northwest Blood Services Region (hereinafter called the “Employer”) and the Oregon Nurses Association (hereinafter called the “Association”).

PREAMBLE
The parties recognize the Pacific Northwest Blood Services Region of the American Red Cross and that its nurses in Blood Services provide a continuing special service by collecting, processing and distributing blood and its products throughout its region. The provision of this vital service is essential to the health, safety and welfare of patients in the hospitals served.
The parties recognize the crucial role of volunteers in the success of the blood collection process.
In order to achieve these goals the parties:
1. Set forth the terms and conditions of employment of Blood Service nurses covered by the Agreement; and
2. Recognize the parties’ mutual desire to maintain harmonious relations through collective bargaining, to establish equitable and just wages, hours and conditions of employment, and to promote high standards of nursing practice in the Red Cross Blood Service.

ARTICLE 1 - MANAGEMENT RIGHTS
The Employer retains all rights except to the extent that the rights of the Employer are limited by specific provisions of this Agreement. The Employer reserves the right to determine the number of classification and duties of the nurses and to utilize categories of personnel for blood collecting functions as authorized by the American National Red Cross; provided, however, that the exercise of the latter right shall not conflict with the Memorandum of Understanding No. 1 of the National Addendum.
The Employer may establish reasonable work and safety policies and rules, and the Association may file a grievance concerning any policy or rule it believes violates any of the specific terms of this Agreement or is unreasonable. 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. [Alleged violations of local agreement governed by local grievance procedure – Article 21 of National Addendum] Except when otherwise required by law or regulatory requirements, the Employer will give the Union thirty (30) calendar days’ advance notice of any new or changed policies and rules, and upon request will also give Union the opportunity to meet before the implementation date. [The above applies to changes not covered by NA Article 20]

The Employer will also notify affected nurses of any such policies and rules and any changes prior to implementation.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Oregon Nurses Association as the sole collective bargaining agent of the following described bargaining unit: All regular full-time, and regular part-time, temporary full-time, and temporary part-time Registered Nurses and Licensed Practical Nurses of the Employer based at its facility in Portland, Salem, Roseburg, Medford, Bend, Klamath Falls, North Bend, Oregon and Vancouver, Washington; but excluding all other nurses, office clerical employees, guards and administrative and supervisory nurses as defined in the Act. [Part-time non-benefitted and special collections contract nurses are not employment categories under NA Article 5]

ARTICLE 3 - ASSOCIATION SECURITY

Section A. Membership
All present nurses shall, as a condition of employment, within 31 days of the execution of this Agreement either become and remain members of the Association, or pay regular monthly dues to the Association.

All nurses in classifications covered by this Agreement who are hired by the Employer subsequent to the execution date of this Agreement shall, as a condition of employment, on or before the 31st day following the beginning of their employment, either become and remain members of the Association or pay regular monthly dues to the Association.
In order to safeguard the rights of non-association nurses based on sincerely held religious beliefs against joining or financially supporting labor organizations which can be reasonably demonstrated, that nurse may exercise the choice of joining the Association or paying an amount of money equivalent to the uniform fair share amount in lieu of Association regular monthly dues, to a non-religious charity under Section 501(c)(3) of the Internal Revenue Code mutually agreed upon by the nurse and the Association. Payments are to be made on a regular monthly basis or in advance, and proof of such payment shall be sent to a designated Association representative as fulfillment of such obligations.

Nurses who are required to join the Association or pay any amount of money equal to the uniform fair share amount in lieu of regular monthly dues and who fail to do so, upon notice in writing from the Association to Pacific Northwest Blood Services Region of such failure, shall be terminated within five days. The Association shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the provisions of this Article.

**Section B. Dues and Credit Union Deduction**

The Employer will deduct Association membership dues and contributions to credit unions officially sanctioned by the Employer from the salary of each nurse who voluntarily agrees to such deductions and who submits an appropriately written authorization form to the Employer setting forth amounts and times of deduction. Dues deductions shall be made monthly and remitted monthly to the Association together with a list of those authorized deductions. Dues deduction authorization forms shall continue to be effective unless it is revoked in writing at the end of the year. Credit union authorization forms may be revoked in writing at any time.

**Section C. Bulletin Board**

The Employer shall provide a two-foot by two-foot bulletin board space in the Collections and Apheresis staff rooms, and at all satellite offices where bargaining unit nurses are
employed for the exclusive needs of the Association. Posting is to be done only by authorized Association representatives. Use of the bulletin board shall be confined to such union activities as notices of meetings, status reports on collective bargaining, recreational activities, social affairs, nomination/election of Union Officials and stewards, and such other matters as may properly be considered as non-controversial and non-derogatory of the Employer and its personnel. Political, personal advertising and controversial material may not be posted. Material posted on the bulletin board will be dated and signed by an authorized Union official. The Association will provide the Employer with a copy of notices at the time of posting. The Employer may remove non-conforming materials, and will notify the Association when taking such action.

Section D. Availability of Facilities

Upon reasonable advance notice by the Association and if in the Employer’s sole judgment it is convenient and practicable to do so the Employer shall make available its facilities for Association meetings for nurses covered by this Agreement. Management will not unreasonably withhold its consent.

Section E. Access of Association Representative

The paid Association representative shall be given a reasonable opportunity to enter the Blood Center Headquarters premises in Portland, Oregon during the nurses’ working hours for the purpose of investigating grievances or conducting other Association business pertinent to the administration of this Agreement. Upon arrival, the paid Association representative will contact Human Resources.

Upon reasonable notice, the paid Association representative shall be given a reasonable opportunity to visit nurses for these purposes while they are working at sites away from said premises. Upon arrival the Association representative shall advise the supervisor in charge of their presence and purpose of the visit. The Association representative shall not interfere with or disrupt work operations, and shall limit extended conversations with nurses to breaks and/or meal period.
ARTICLE 4 - NO DISCRIMINATION

The Association recognizes and agrees that notwithstanding any of the terms of this Agreement, the Employer may take all actions necessary (other than involuntarily removing any nurse from their regular position) to comply with its reasonable accommodation obligations under the Americans with Disabilities Act and any other applicable federal or state disability law. [Also, see NA Article 4]

ARTICLE 5 - DEFINITIONS

Section A. Regular Full-Time

Full time nurses are those nurses classified as full time and who are regularly scheduled to work thirty-five (35) hours or more per week and are not a temporary nurse. [NA Article 5, Section 1A]

Section B. Regular Part-Time

Regular part time nurses are those nurses classified as regular part time and who are regularly scheduled to work less than thirty-five (35) hours per week and are not a temporary nurse. This category also includes nurses who work on an as needed basis without a defined schedule. Hours worked by nurses without defined work schedules will be reviewed every six (6) months for prolonged periods of inactivity. Regular part-time nurses normally scheduled to work twenty (20) hours or more in a work week are benefits eligible. [NA Article 5, Sections 1B & 2]

The definition of Employment Categories is set forth in Article 5 of the National Addendum; however, per the National Addendum, the definition of regular full time employees under this Agreement shall continue to be those employees classified as full time and who are regularly scheduled to work 35 hours or more per week. Notwithstanding the above, an employee’s eligibility for benefits is controlled by the relevant benefits provisions in the National Addendum.
**Section C. Charge**

1. A nurse working in a charge role is defined as a nurse assigned to coordinate a blood collection operation.

2. In the event a charge is utilized, the charge role may be assigned to a nurse. All nurses assigned to a charge role will be trained prior to such assignment. Nurses working charge assignments must be willing to accept charge assignments for all types of drives. All nurses may be required (after having received appropriate training) as determined by Employer, to accept charge assignments.

3. A nurse may apply for consideration to be trained as a charge. The Employer shall establish the charge role criteria and post available charge training opportunities. If there are multiple applicants eligible for charge training, licensed nurses shall be selected provided the licensed applicant is the most qualified, per the Employer criteria.

4. No nurse in the Bargaining Unit shall be considered a supervisor for the purposes of this Agreement.

**Section D. Introductory Period**

During the first six months of employment, new nurses shall be on introductory status. A meeting with the nurse’s supervisor will be held during this period and the nurse will receive an evaluation of performance annually thereafter. During this introductory period, nurses shall be entitled to all rights and privileges under this Agreement except that their termination for any reason shall not be subject to the grievance and arbitration procedure. Upon completion of the introductory period, the nurse’s seniority shall relate back to the date of hire. The introductory period can be extended by the nurse, Employer and the Association by mutual consent in writing. [see NA Article 16, Sections 3B & 5.A.6]

**Section E. Anniversary Date**

The anniversary date is the nurse’s date of hire for all nurses hired after January 1, 1982. Anniversary dates for nurses hired prior to January 1, 1982 will be maintained in Human Resources, with a list provided to nurses semi-annually.
ARTICLE 6 - COMPENSATION

Section A. Salary Schedule
The salary schedule is attached hereto as Appendix A and is incorporated herein as set forth. Wages will be calculated on an hourly basis for all nurses.

[COMPENSATION 2% ATB WAGE INCREASE WILL GO IN EFFECT PURSUANT TO ARTICLE 13 OF NATIONAL ADDENDUM]

Section B. Shift Differential
Shift differential will be paid as described in Appendix A.

[Premium Eliminated Effective 7/1/2016 – Article 14, Section 5 & Appendix B(1) & (2)]

Section C. Annual Increases
A nurse shall progress according to the year to year wage progression set forth in Appendix A effective the first full pay period following the nurse’s anniversary date.

Section D. Credit for Prior Experience
1. Nurses with previous experience in Blood Services employment within the last six months will be hired at a rate that reflects that experience and placed on the salary step that most closely reflects that experience as at a previous Center and shall be considered to have the status to earn benefits as at the previous American Red Cross Employer.
2. Nurses with previous experience other than with the American Red Cross may be granted credit for prior experience. ARC shall be the sole judge of the amount of credit to be granted. This judgment shall not be arbitrarily or capriciously exercised.

Section E. Pay Day and Records
The pay stub shall include breakdown of rates of pay, overtime, differentials, accruals, deductions and other contributions. If a correctly completed expense reimbursement request is submitted by the department deadline, every effort will be made to have the reimbursement available on or before the next payday. [NA Article 7, Section 1]
Section F. Bilingual Differential

A nurse shall be paid the bilingual differential as set forth in Appendix A, for donor hours only, if the nurse is specifically assigned to the blood drive due to their bilingual skills.

[Premium Eliminated Effective 7/1/2016 – Article 14, Section 6]

ARTICLE 7 - HOURS OF WORK

Section A. Definitions

1. Workday: Workday for nurses leaving from the assigned fixed site will begin with the scheduled departure time and includes the amount of time required to complete scheduled collections plus the return travel time, if applicable. Nurses choosing to leave from other than the assigned fixed site will be paid the time it takes to drive from that point to the mobile site or the driving time from the assigned fixed site to the site, whichever is the lesser amount, and will be paid time for the return travel in the same manner. If a nurse departs from and returns to a designated pickup site, time will begin and end at the time the nurse is picked up and dropped off by the traveling staff. See following grid. The Employer will post mobile site addresses a minimum of ten (10) calendar days in advance of a mobile. Nurses will notify Employer scheduling department a minimum of seven (7) calendar days in advance of a mobile that they intend to drive direct or be picked up. Due to vehicle availability and scheduling, changes in the drive schedule will not be made later than the Wednesday prior to drives scheduled for the following full week.

<table>
<thead>
<tr>
<th>Travel</th>
<th>Paid Time</th>
<th>Mileage Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel from the assigned fixed site</td>
<td>Scheduled departure time from the assigned fixed site plus return travel time if applicable</td>
<td>None, unless Employer requests nurse drive own vehicle</td>
</tr>
<tr>
<td>Travel from other (nurses choosing to leave from other than assigned the fixed site)</td>
<td>Time from that point to the mobile site OR the driving time from the assigned fixed site to the site, whichever is the lesser</td>
<td>None, unless Employer requests nurse drive own vehicle</td>
</tr>
</tbody>
</table>
Travel from designated pick-up site | Time begins and ends at the time the nurse is picked up or dropped off by the traveling staff

Section B. Overtime Pay/Inconvenience Differential Premium

The inconvenience differential premium will come into effect when one or more of the following inconveniences applies: Over ten (10) hours per day, and more than five (5) consecutive days. The differential will be as set forth in Appendix A, Section B. Multiple inconveniences will not result in multiple premium differential payments. [Turn-around time provision subject to MOU 2; other premiums eliminated effective 7/1/2016 (Article 14, Section 6)]

Nurses designated as scheduled thirty-two (32) hours a week will only receive the part-time premium for hours worked in excess of thirty-two (32). Nurses designated as scheduled thirty (30) hours a week will only receive the part-time premium for hours worked in excess of thirty (30). All other part-time nurses will be paid the part-time premium for hours worked over twenty-four (24) hours in a work week. [Premium eliminated effective 7/1/2016 – Article 14, Section 6]

Section C. Weekend

1. [Premises now governed by Article 14/Appendix B of National Addendum]

2. Should an inconvenience differential arise as outlined in Article 7 Section B, this will apply to Article 7 Section D1 and Article 7 Section D2. For example, if a Saturday and/or Sunday is the nurse’s sixth consecutive day worked, the inconvenience premium would apply for the sixth consecutive day worked. [Turn-around time provision subject to MOU 2; other premiums eliminated effective 7/1/2016 (Article 14, Section 6)]

3. Weekend work shall be equitably rotated. Full time nurses scheduled to work Saturday and/or Sunday would have days off in the week before or after the Saturday and/or Sunday work day.
4. Nurses hired prior to March 2014 shall be scheduled to work no more than twenty (20) weekends per calendar year.

5. 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, which includes the right to require employees to work Saturdays or Sundays.

**Section D. Consecutive Days**

Nurses scheduled for more than five (5) consecutive days shall be compensated with the premium differential for all hours worked on the sixth (6th) and all subsequent consecutive days worked, except when such scheduling is at the nurse’s request. [Premium eliminated effective 7/1/2016 – Article 14, Section 6]

**Section E. Posting of the Work Schedule [subject to SAG]**

Schedules shall be posted at least two (2) weeks in advance of the first day of that schedule. [NA Article 10, Section 4 – effective 1/1/2017] Once the schedule is posted, if changes are necessary the Employer shall provide the nurse prior actual notice of such changes as soon as possible, and the nurse(s) will not be held responsible if not notified by the Employer.* Management reserves the right to change the form of methodology of contact. The Association will be afforded notice and the opportunity for discussion prior to the implementation of a change to the contact method.

For nurses in the Portland District, if the original assignment is not available (drive moved, cancelled and/or changed) a comparable shift** shall be assigned if one is available; non-Portland District nurses will be moved to the next alternate shift. In the rare circumstance when, as result of a drive being moved, cancelled, changed, a nurse is not needed by Staff Scheduling, that nurse will have the option to utilize PTO or take time off without pay. [NA Article 16]

Employees hired after October 2, 2015 will be covered by the "Paid Time Off" provisions outlined in Article 16 of the National Addendum. (b) Employees hired on or before
October 2, 2015 will continue to be covered by the PTO provisions in the Local Agreement outlined below until January 1, 2017. On January 1, 2017, all employees will be covered by the PTO provisions outlined in Article 16 of the National Addendum. Employees will continue to schedule time off in accordance with local agreement(s), practices and the provisions outlined below for the duration of this Agreement.

If an operation is added to the schedule or an unanticipated backfill is necessary, staffing of an operation will be done by mutual consent. If the Employer is not able to staff an operation by mutual consent, nurses will be required to work in reverse seniority order, to ensure the operation is adequately staffed.

Qualified staff may be used to cover unscheduled absences when nurses are not available.

- Nurses are responsible for providing current contact information to the Scheduling Department. If current contact numbers are not provided the Employer will not be held responsible.

- Comparable shift is defined (Portland District Only) as a shift on which scheduled hours are not more than a two (2) hour variation than the original scheduled shift (which includes travel time).

Schedule Changes:

a) A nurse may request switching his/her shift with another nurse using the schedule switching form. In order to be considered for approval, all requests for switching shifts with another nurse with similar capabilities must be submitted by Thursday 4:30 PM of the week prior to the week of the drive. The Employer will approve requested trades provided no additional overtime or operational harm results from the trade. For submissions after Thursday 4:30 PM due to emergencies, the Employer will make reasonable effort to accommodate the trade if possible. Nurses will not be paid any differentials or premiums associated with the switching.

b) If nurses need to call out for a scheduled shift, nurses are expected to call in no later than 10:00 p.m. the night before their scheduled shift, or in case of emergency, as soon as possible prior to the start of their scheduled departure.
time. A message should not be left on Voice Mail, but with a person (actual notice). Nurses must follow call in guidelines per the departments’ policy.

Section F. Protection of Scheduled Work
In the event the nurse receives less than twenty-four (24) hours’ notice of cancellation and another assignment is not available the same work day, the nurse will be paid two (2) hours. [Premium eliminated effective 7/1/2016 – Article 14, Section 6] In any month, if a nurse works less than four (4) hours in one day, the nurse shall, upon the first occurrence of such assignment, be paid for the hours actually worked. If there is another occurrence in the month in which a nurse works less than four (4) hours (not including committee meetings, in-service or staff meetings), then the nurse shall be paid a minimum of four (4) hours, unless the reason for working less than four (4) hours is illness.

Section G. Center Scheduling
The Employer will give the Association fourteen days (14) advance notice and the opportunity to meet prior to adjusting donor hours at a fixed site. Alternate schedules requested in writing by a nurse may be arranged by mutual agreement with the Staffing Coordinator.

Section H. Work-Life Balance
American Red Cross recognizes the importance of a work-life balance with its nurses. Upon management approval, nurses will be allowed to pursue professional educational opportunities with the following provisions:

a) Upon six (6) months’ written notice to Department Manager/Designee, nurses with two (2) or more years of service may request the opportunity to take reasonable time away from work by way of work week and/or schedule changes to further their education for the duration of up to three (3) months. *

b) The nurse must be free of disciplinary action for the twelve (12) months prior to the request. If the nurse receives disciplinary action between the time of the request and the completion of the requested professional educational
development, the nurse will be denied the right to continue his/her professional educational request.

c) Department manager or designee will review a nurse’s written request and respond within thirty (30) days.
d) Participation at any one time will be limited to one (1) nurse from the South Oregon region, one (1) nurse from the Central Oregon region, four (4) from the combined Vancouver, Salem and Portland Collections, and one (1) nurse from Apheresis.
e) Requests submitted on the same date will be awarded on the basis of seniority.
f) The employer will attempt to accommodate the approved nurse for one (1) standing professional educational opportunity per week up to three (3) months.
g) Nurses participating in this process who alter their normal work schedules understand that their weekly guarantee may be modified from “regular full-time” to “regular part-time” and that their benefits may be affected.
h) During the participation of the course, all premiums and differentials associated with scheduling will be waived.
i) The nurse will not be remunerated for any scheduled time off.

*The nurse will be required to submit a written request six (6) months in advance. If the professional course does not have scheduled times/days at the time of the request, the nurse must present documentation of the scheduled course six (6) months in advance, and provide documentation of the set course times at least two (2) months in advance.

ARTICLE 8 - SICK LEAVE

Section A. Eligibility
[No sick leave under National Addendum – Article 16, Section 5.A.6]

A regular full-time nurse will accrue eight (8) hours of sick leave for every month worked ((or ninety-six (96) hours per year)). Unused sick leave shall accumulate from year to year up to seven hundred and twenty (720) hours. A regular part-time nurse shall receive prorated sick leave for every month worked, i.e., five and one-third (5 1/3) hours per month or sixty-four (64) hours per year. Part-time non-benefited nurses shall not accrue sick
leave, with the exception of part-time non-benefited nurses employed as of June 30, 1998; such part-time non-benefited nurses shall accrue sick leave pro-rated on hours worked to a maximum of twenty-four (24) hours.

Section B. Utilization

1. Sick leave may be taken in increments of one (1) hour or more. A nurse may utilize sick leave for medical, dental, vision appointments, and the nurse’s own illness, which shall not be unreasonably denied.

2. A nurse who becomes ill during the workday shall notify his/her supervisor.

3. If a nurse is absent due to illness or injury, satisfactory medical release to return to work may be required after five (5) consecutive days. If the Employer has reason to believe that a nurse is abusing sick leave, the Employer may require satisfactory medical verification or proof of illness.

4. A nurse may utilize earned sick leave as allowed by FMLA/OFLA. To use sick leave under this circumstance, the nurse must submit the required application.

Sick leave hours are applied as follows:

a. Nurses with any hours worked within a week will automatically be brought up to thirty-five (35) hours for a full time and twenty (20) hours for part time. Nurses who wish to make up the difference and be paid forty (40) hours for full time, twenty-four (24) hours for part time and for those nurses so designated at thirty (30) hours in Apheresis, must make the request by completing the appropriate paperwork and timely submitting it by the department deadline.

b. Nurses requesting a full week off, no hours worked, will be brought up to forty (40) hours for full time nurses, twenty-four (24) hours for part time nurses and those nurses so designate at thirty (30) hours in Apheresis.

c. Any prearranged or unscheduled day off will be considered an eight (8) hour day and applied as stated above. Apheresis nurses scheduled for a ten (10) hour shift will have the ten (10) hours applied.
Section C. Sick Leave Pay
1. Nurses shall be paid for sick leave at the rate of the straight-time hourly rate.
2. Sick leave shall commence on the first day of any illness.
3. Sick leave shall be excluded from overtime calculations.

Section D. Integration with Workers’ Compensation
If a nurse is off on workers’ compensation and has accrued sick leave, such nurse shall use sick leave to supplement workers’ compensation payments to make up the differential between-workers’ compensation payments and the nurse’s regular rate of pay up to the point of which accrued sick leave is exhausted.

Employees hired after October 2, 2015 will be covered by the "Paid Time Off" provisions outlined in Article 16 of the National Addendum. (b) Employees hired on or before October 2, 2015 will continue to be covered by the PTO provisions in the Local Agreement outlined below until January 1, 2017. On January 1, 2017, all employees will be covered by the PTO provisions outlined in Article 16 of the National Addendum. Employees will continue to schedule time off in accordance with local agreement(s), practices and the provisions outlined below for the duration of this Agreement.

Section E. Treatment
Tests and treatment required as a result of the nurse’s exposure to communicable diseases transmitted as the result of collection or handling of blood or blood products while on duty shall be at the Employer’s expense, provided the nurse agrees to be tested at the time of exposure. Exposure should be documented when known and reported to ARC as soon as the nurse becomes aware of such exposure.

Section F. Retained Sick Leave
In the event that a regular part-time or regular full-time nurse changes to part-time non-benefited status, the nurse shall retain earned but unused sick leave for use at such time as the registered nurse returns to regular full-time or regular part-time status.

Employees hired after October 2, 2015 will be covered by the "Paid Time Off" provisions outlined in Article 16 of the National Addendum. (b) Employees hired on or before
October 2, 2015 will continue to be covered by the PTO provisions in the Local Agreement outlined below until January 1, 2017. On January 1, 2017, all employees will be covered by the PTO provisions outlined in Article 16 of the National Addendum. Employees will continue to schedule time off in accordance with local agreement(s), practices and the provisions outlined below for the duration of this Agreement.

ARTICLE 9 - WORK ENVIRONMENT

Section A. Inclement Weather

Nurses are expected to make every reasonable attempt to get to work during inclement weather conditions. Scheduled Whole Blood and Apheresis collections nurses are considered essential personnel and may be required to report to work during periods of inclement weather. The Region will make efforts to provide transportation assistance to essential personnel as conditions permit.

However, in the event that management determines that inclement weather conditions hamper or prevent arrival at work, the following compensation guidelines will be followed:

<table>
<thead>
<tr>
<th>If you:</th>
<th>Your compensation will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work at least 3/4 of your shift...</td>
<td>Full shift’s pay</td>
</tr>
<tr>
<td>Miss the entire shift, are directed ahead of time not to report to work or shift is cancelled...</td>
<td>PTO or unpaid leave [NA Article 16]</td>
</tr>
<tr>
<td>Report to the worksite and then are sent home from work early by your supervisor, regardless of whether the sponsor or ARC cancels the drive.</td>
<td>Full shift’s pay regardless of time worked</td>
</tr>
</tbody>
</table>

Nurse absences or tardies during a recognized inclement weather situation will not be counted as an incident under our Attendance or Department Guidelines.
Nurses must follow department call-in guidelines. The determination of inclement weather conditions, for the purposes of administering this Section, may be made after the fact.

Nurses must maintain up-to-date emergency and personal contact information in the Human Resources database and in the department to ensure the Employer is able to communicate if necessary during an emergency or inclement weather day.

Section B. Vehicles

The Employer will provide vehicles as set forth in the “Use of American Red Cross Vehicles” Policy per the Employee Handbook. Nurses will comply with the policy. The Employer will minimize overcrowding of vehicles. The Employer shall install and maintain safety racks for overnight travel. Overcrowding shall be defined as more than seven (7) people for a suburban, four (4) for a car, and six (6) for a mini-van. These standards shall apply for scheduled trips greater than forty-five (45) minutes from assigned center. If the standards cannot be met, the employer will authorize the use of personal vehicles, rental vehicles or make other arrangements.

The Employer shall assess and, as determined necessary and appropriate by investigation on a case-by-case basis, provide monetary coverage and/or vehicle support for nurse’s own vehicles, required to be used for authorized Employer business, that are damaged during the course of work hours.

ARTICLE 10 - HOLIDAYS

Section A. Scheduling Holidays

Holiday work shall be scheduled by volunteer and then by reverse seniority.

[See NA Article 15 for Holiday provisions]

ARTICLE 11 - VACATIONS

[Transition to PTO policy in Article 16 of National Addendum effective 1/1/2016]

Section A. Scheduling of Planned PTO

The Employer shall attempt to accommodate requests based on staffing requirements, provided sufficient PTO will be accrued by the start of the scheduled PTO period. The
Employer will respond in writing, or electronically to a PTO request within three (3) weeks of receipt either by the Scheduler (non-bid requests) or the end of the bidding month, indicating approval or denial. During the term of this Agreement the Employer will review, evaluate, and as necessary revise staffing and job assignments in an ongoing effort to allow nurses adequate opportunities to take PTO.

On or before January 1st, the Employer will advise nurses which time periods (weeks or days), if any, PTO is not available during the following April-September. Nurses will submit PTO requests for time off from April through September during the month of February.

On or before July 1st, the Employer will advise nurses which time periods (weeks or days), if any, PTO is not available during the following October-March. Nurses will submit PTO requests for time off from October through March during the month of August.

A nurse may submit up to three (3) requests, per the department guidelines, indicating their first, second, and third choices.

PTO will be granted on the basis of seniority. If more than one nurse selects the same PTO, seniority will be the governing factor in granting the request. In the event PTO requests are submitted outside of the February/August PTO selection months, those nurses shall be granted PTO only if time is available and shall not be allowed to utilize their seniority for preference.

Approved PTO may not be changed without the consent of the nurse. Only one (1) holiday per year may be included in PTO time unless staffing pattern permits as defined by management. Christmas holiday time will be rotated equitably among the nurses. Unless for emergency, requests for changes in PTO dates will be allowed only with thirty (30) days' notice and to the extent possible to make the schedule change.

ARTICLE 12 - HEALTH AND WELFARE

Section A. Health and Dental
[See NA Article 17]
Section B. Life Insurance

[See NA Article 17]

Section C. Liability Insurance

The American National Red Cross provides public liability insurance for all of its nurses. A copy of the Red Cross insurance manual may be inspected by any nurse upon request.

Section D. Pension and 401(k)

[See NA Article 19]

Section E. Long-Term Disability

[See NA Article 17]

Section F. TB and Hepatitis

The Employer shall provide TB testing at no cost to the nurse. Hepatitis B vaccine is available to all nurses at no cost to the nurse.

Section G. Nurse Notification

Information regarding repeat reactive tests and confirmed positive tests is published on a quarterly basis and available upon request. A nurse who has had an exposure incident with a donor will be notified by the Employer if the donor is subsequently found to be confirmed for a transmissible disease marker.

ARTICLE 13 - NO STRIKE / NO LOCKOUT

The Employer and the Association recognize that the American Red Cross renders special services to the public and therefore differs significantly from private industries and other public and nonprofit organizations. Because of these considerations and for humanitarian reasons, the Employer and Association agree that there shall be no lockout by the Employer or strike, sympathy strike, slowdowns or interference of work by the Association or any nurse to whom this Agreement applies.
Nurses agree that during the term of this Agreement they shall not suspend work or withhold their services for purposes of observing a picket line or engaging in sympathetic picketing in support of a picket (excluding ONA pickets) directed at another employer other than the American Red Cross. However, the exception to observe an ONA picket line shall not apply to nursing assignments for therapeutic apheresis or special collection procedures. Any such conduct shall be deemed a violation of this Agreement and any nurse or groups of nurses engaged in such conduct shall be subject to immediate dismissal. Nurses shall have the right to honor lawful primary picket lines established by the ONA at the Employer’s premises and directed at the American Red Cross, but shall not honor the picket line of another union directed at the American Red Cross. A nurse may make a timely request for reassignment and may change assignments as long as a replacement can be obtained from within the bargaining unit.

**ARTICLE 14 - LEAVE OF ABSENCE WITH PAY**

**Section A. Jury Duty**

Nurses will be compensated at the regular base pay rate up to eighty (80) hours with no loss of benefits when they are summoned to report to jury service or to serve as a witness for federal, state or local court. Additional time for jury duty will be without pay. Detailed information concerning application and use of jury duty pay is set forth in the employee handbook.

**Section B. Bereavement Leave**

Full time nurses will be granted up to three (3) days of paid leave when the death of a family member occurs. Family members include spouse, recognized domestic partner, parent or legal guardian, grandparent, grandparent-in-law, sister, brother, child, grandchild, parent-in-law, step parent, step child, step sister or step brother. Regular part time nurses may receive a pro-rated amount of bereavement leave if the leave falls on the nurse’s regular scheduled work day: regular part-time nurses will receive up to sixteen (16) hours. If a regular full-time nurse normally works more than twenty-four (24) hours during a three (3) day period, they will still receive up to a maximum of twenty-four (24) hours of bereavement leave.
An additional two (2) days of paid bereavement leave may be granted at the discretion of the department head, if the nurse is attending funeral services which are held at a location in excess of four hundred (400) miles from the nurse’s home. Approved bereavement will not count as an incident as defined in the attendance policy, and it will not subject a nurse to disciplinary action.

If a nurse receives notification during the working day of a death in his/her family, any absence that day will be excused with pay and not counted as part of the three (3) day bereavement leave.

Bereavement leave paid in a work week will not exceed forty (40) hours separately or in combination with other paid hours. For example, if a nurse works two ten (10) hour days and takes three (3) days of bereavement leave, he/she will be paid no more than a total of forty (40) hours.

Section C. Military Leave

Nurses will receive military leave as required by applicable law.

Section D. Family and Medical Leave

Nurses will be entitled to Family Medical Leave as required by applicable law.

ARTICLE 15 - LEAVE OF ABSENCE WITHOUT PAY

Section A. Request Procedure

Leaves of absence without pay may be requested by nurses. Such requests shall be in writing to the Employer at least four (4) weeks in advance except in emergency cases. The Employer shall provide a written response before posting of the schedule. It shall be the Employer’s policy to make a reasonable effort to grant such leaves of absence on a fair and equitable basis and on the merits of the request and the needs of the organization. In the case of emergency, the nurse shall notify the Employer immediately of his/her status. [NA Article 16]
Section B. Reinstatement Opportunity

1. Nurses returning from leave status not exceeding three (3) months shall be returned to his/her former salary step classification and assignment. The nurses may be granted an extended leave of an additional three months up to six (6) months. If a nurse returns to work during that period, he/she will be given the first opportunity for the next available vacancy at his/her former rate of pay.

2. Seniority shall not continue to accrue during unpaid leave of absence in excess of thirty (30) days, but such leave shall not result in a loss of accrued seniority. Benefits shall not continue to accrue during an unpaid leave of absence, but such leave shall not result in a loss of accrued benefits. [NA Article 16, Section 5.A.5]

ARTICLE 16 - PROFESSIONAL DEVELOPMENT

Section A. Orientation

During the orientation period nurses will be trained as specified per the standardized Education model.

Section B. Performance Reviews

A work performance review will be conducted by the immediate supervisor during the yearly performance review period. A copy of the completed form will be provided to the nurse to promote goal achievement and professional growth.

Section C. Staff Meetings

The Employer shall make every reasonable effort to conduct staff meetings on a monthly basis. Attendance at such staff meetings shall be optional except that the Employer may designate certain meetings as mandatory. Meeting minutes will be taken and made available to nurses who are unable to attend. Suggested topics from the Collections nurses will be considered in planning these staff meetings. Staff meetings will constitute work time and will be paid at the straight hourly rate.* If a staff meeting is mandatory, the meeting time will count toward eligibility for the premium differential.*—[Premiums
The Employer will attempt to avoid scheduling mandatory staff meetings on days the Portland Public School System observes the following holidays: Martin Luther King, Jr.’s Birthday, Presidents’ Day, Veterans’ Day and other employer recognized holidays.

*See Article 7, Section B.

Section D. Educational Leave

The Employer may require a nurse to attend a work-related class, workshop, certification course or conference and will pay appropriate expenses for such. Each nurse who has completed one (1) year of consecutive employment will be eligible for three (3) days of educational leave annually to attend a conference or courses that would lead to professional development. Pay for this leave will be at the straight-time hourly rate.

All requests must be submitted in the following manner:

1. Complete and submit department leave request form according to department guidelines. Requests for paid educational leave must be made four (4) weeks in advance.
2. Submit the Educational Leave Request and the Development Fund Request form to the PNCC Chair, who will either approve or deny the request and return the form to the requesting nurse.
3. For reimbursement from the Educational Development Fund, after attendance, submit the following to the PNCC Chair:
   a. Completion of attendance certificate
   b. Copy of cancelled check or receipt for seminar payment
   c. Copies of receipts for related expenses
   d. ONA Check Request form
   e. Original Education Leave/Development Fund Request with approval signatures.
Partial financial support up to $200 of the cost of tuition and up to $150 of the cost of expenses is reimbursable to the nurse from an educational development fund. Such fund shall not exceed $3,000 annually. Request for use of these funds shall be reviewed by the PNCC Chair. Funds not expended annually will be carried over. Within thirty (30) days of the end of the annual period, the Association will submit a written request to the Human Resources Representative for the amount needed to replenish the educational funds.

PNCC Chair will report back to the Human Resources Representative quarterly with the following information:

- Name of the nurse who attended class
- How much each nurse was reimbursed for each class
- How many dollars remaining in fund

Section E. CPR Training

Successful completion of CPR training may be required for all nurses. All nurses covered under this agreement may request CPR training provided by the Employer. This request must be submitted in writing to the Supervisor for future scheduling purposes. Training time shall be paid at straight time hourly rate.

ARTICLE 17 - PROFESSIONAL NURSING CARE COMMITTEE (PNCC) [ALIGN WITH NATIONAL ADDENDUM – ARTICLE 6]

Section A. Intent

It is the mutual goal of the Association and the Employer to work constructively to resolve mutual concerns.

The discussions of these meetings shall not constitute collective bargaining, nor shall any grievance be processed before this committee.
Section B. Definition

A Professional Nursing Care Committee shall be established to consider and to make recommendations on subjects which include but are not limited to professional practice of nursing toward improvement of blood donor care, nursing practice, and ways and means to improve nursing care.

The PNCC shall be composed of not more than five (5) nurses selected by the bargaining unit. The Committee shall meet monthly with up to two (2) hours of paid time (premiums and differentials will not apply) available each month for each attending committee member to conduct committee business. The PNCC will coordinate meeting times with department managers so as to limit the impact on blood collections. The PNCC shall submit written recommendations to the Human Resources Representative who will forward them to the appropriate management designee. The management designee shall respond in writing to the committee’s written recommendations within three weeks of receipt. Such written response shall include the status and rationale of the employer’s decision.

The PNCC will prepare and submit minutes of its meetings to the Human Resources Representative within two (2) weeks of the meeting. The appropriate Director/designee will be available upon request at the above meetings for the purpose of obtaining and sharing information; provided meetings are held at a mutually agreeable time. The Committee may request in advance that attendance of resource people at the meeting. The Association recognizes that any expenses for consultants or resource people must be approved by management, and if not approved the committee will not be reimbursed by the Employer for those expenses.

The unusual occurrence form developed by the PNCC must be initiated by the nurses within three (3) working days of the unusual occurrence. Completed forms will be submitted to the PNCC for evaluation.
ARTICLE 18 - SENIORITY

Section A. Definition

Seniority is defined as the length of continuous employment as a nurse covered by the collective bargaining agreement between the Employer and the Oregon Nurses Association, from the most recent date of hire with the Employer, except as modified, in the leave of absence, Articles 14 and 15.

Seniority lists shall be provided annually on July 1, to the Association.

Section B. Loss of Seniority

A nurse shall lose all employment and seniority rights for any of the following reasons:

1. Quits or resigns, except that a nurse may return to a bargaining unit position after an absence of less than twelve (12) months and retain previously accrued seniority.

2. Is discharged for just cause.

3. Does not return to work upon expiration of leave unless there is an approved delay in reporting.

4. Retires.

5. Lay-off in excess of one (1) year.

6. Failure to report to work as scheduled for two consecutive workdays or two (2) workdays in any twelve (12) months without notice unless the failure(s) to notify was (were) clearly beyond the nurse’s control.

7. Seeking or accepting employment of any kind, including self-employment, while on leave of absence or disability without obtaining the Employer’s advance written permission (which shall not be unreasonably withheld) and (in the case of disability) the treating physician’s advance written permission; and

8. Failure to contact the Employer within ten (10) calendar days after the mailing of a recall, reinstatement, or reemployment notice to the last address listed in the nurse’s personnel file.
Section C. Vacancies

All new positions or vacancies shall be posted for a minimum of seven (7) calendar days prior to being filled. Qualified senior nurses have preference for filling vacancies within their classification providing such nurse’s qualifications and demonstrated abilities are at least equal to those of other applicants. Management shall have the right to select nurses to fill vacancies. Traveling nurses may access the twenty-four (24) hour job posting website.

A nurse may request reassignment to another team in the absence of a vacancy and if the Employer and a nurse on the other team consent, such request will be allowed without posting.

The Employer reserves the right, with just cause, to transfer a nurse to a vacancy on another team without posting.

Section D. Lay-Off

In the event of a reduction of work or a layoff, nurses will be laid off in accordance with status, i.e., regular full-time, regular part-time, in the reverse order of seniority. A regular full-time nurse subject to layoff shall have the right to bump a less senior regular part-time nurse, providing s/he is equally qualified, in lieu of layoff. A regular part-time nurse, whether laid off or bumped, shall have the right to bump a less senior regular full-time nurse, providing s/he is equally qualified and commits to work full time. Nurses bumping shall be treated, for purposes of the contract, as having assumed the status of the position into which they have moved, except they shall retain recall rights to prior held status as if they had been laid off. If there is a qualified nurse on the layoff list who desires to be recalled, such nurse shall have recall rights in the reverse order of layoff when reemployment is offered. The nurse shall be given ten (10) days to respond to the offer. If no response is made, the nurse shall forfeit all reemployment rights. It is the responsibility of the nurse to provide the Employer with a telephone number and/or address for purposes of contact.

ARTICLE 19 - JOB SECURITY

Non-trial service nurses shall not be disciplined or discharged except for just cause.
The Employer shall notify a nurse at the start of any interview if the Employer is investigating conduct which could reasonably be presumed could lead to discipline of that nurse. Should the nurse request a union representative at the interview, the Employer will make reasonable efforts to secure the representative of the nurse’s choice. If the representative is unavailable, then another union representative will be made available or the interview will be postponed until a union representative can be obtained. The union representative and nurse will be given an opportunity to meet prior to the investigating interview. The union agrees that the represented nurse has an obligation to cooperate during the interview and truthfully and completely answer the interviewer’s questions.

The Employer shall give non-trial service nurses ten (10) working days’ notice of termination of employment unless for just cause, or, if less notice shall be given, then the difference between the number of days’ notice given and the number of working days of advance notice herein required shall be paid to the nurse at the appropriate rate of pay. Nurses should give the Employer not less than two (2) weeks’ written notice of the intended resignation. Nurses shall be paid all accumulated PTO benefits upon resignation or termination.

The Employer has a right to remove a nurse from an assignment for disciplinary reasons for just cause. In that case, the Employer shall provide transportation back to the Center or fixed site nearest the nurse’s residence.

ARTICLE 20 - PERSONNEL FILES

Section A. Access
Personnel records will be maintained for every nurse. These records will be stored in the Human Resources Department. The individual’s personnel file may be inspected by the individual during normal working hours of the Human Resources Department.

Section B. Performance-Related Material
Nurses shall be notified when performance-related material is added to the file and will have the opportunity to respond to the contents of the material being added to the file.
Upon request of the nurse, records regarding discipline shall be removed from the nurse’s file eighteen (18) months after being placed in the file provided no additional disciplinary action has occurred in the interim.

ARTICLE 21 - STAFFING

Section A. Intent

The parties reiterate their mutual commitment to quality care and a joint effort to promote efficient, effective nursing care, and enhance morale and job satisfaction.

ARTICLE 22 - GRIEVANCE PROCEDURE

Section A. Grievance Procedure

A grievance shall consist of any dispute between a nurse and the Employer arising under the contract involving the interpretation or application of any one or more provisions of this Agreement.

This grievance procedure shall be the sole procedure utilized by a nurse to resolve any dispute arising between the parties as to the interpretation or application of this Agreement. Both the Employer and the Association subscribe to the principle that grievances be promptly heard, acted upon, and effectively resolved. Grievances should be addressed informally prior to beginning the formal procedure so long as time limits are not jeopardized. Grievances can be submitted by the following methods: 1) either by mail or; 2) fax/email or; 3) in person to the Employers Human Resources Representative within twenty-one (21) calendar days of the event that caused the grievance except grievances arising out of termination or suspension shall be presented within ten (10) calendar days. In the event of a grievance regarding compensation related matters, the twenty-one (21) day period for submission of a written grievance shall not commence until the actual pay date which includes the specific day(s) being grieved. However, nothing shall prevent the nurse from discussing a grievance with a supervisor prior to submission of a written grievance. Grievances concerning termination and/or suspensions shall begin at Step 2.
Timelines:

When the hard copy of the grievance or response is delivered by mail, in person or fax/email by either the Association or the Employer, it will be date stamped; this will be the receipt date. Grievances and responses must be received within the timeframes specified in this Article order to be considered timely. However, if the grievance submission or response date deadline occurs on a Saturday or Sunday, the grievance or response will be accepted as timely if it is received no later than the Monday immediately following that weekend. If the grievance or response deadline occurs on a holiday, it will be accepted as timely if it is received on the first business day (Monday-Friday) following the holiday.

A grievance will be deemed untimely if the time limits for presentation of a grievance set forth in this Article are not met unless there is a written agreement between the parties to extend the time limits.

The Parties may mutually agree in writing to waive the timelines contained within the grievance procedure, apart from those timelines associated with arbitration. Both parties will reasonably grant extensions of timelines as needed.

A grievance shall be processed only by recourse to the following successive steps:

Step 1: The nurse and/or the Association shall present the written grievance to the Employer’s Human Resources Representative.

The Human Resources Representative and the appropriate Department Designee shall meet with the grievant and a representative of the Association within (14) fourteen calendar days after receipt by the Employer of a grievance. The Human Resources Representative and the Department Designee shall render a written response within (7) seven calendar days of such a meeting. If either the required meeting does not occur or there is not a timely response, the grievance will automatically advance to Step 2.

Step 2: If the grievance is not resolved under Step 1, the grievant and/or the Association may advance the grievance in writing by submission to the Manager/Designee with a
copy to the Human Resources Representative within (10) ten calendar days after receipt of the Step 1 response. For grievances affecting two (2) or more nurses, the Association may present written grievances directly to the Human Resources designee and bypass Step 1; provided, however, that such grievances shall be subject to the time limitations specified in Step 1 of the grievance procedure. The Human Resources Representative and the Manager/Designee will meet with the Association within fourteen (14) calendar days and will prepare a written response to the grievance no later than seven (7) calendar days of such a meeting. If either the required meeting does not occur or there is not a timely response, Step 2 shall be deemed to have been completed twenty-one (21) calendar days after the Manager/Designee receipt of the Association’s grievance advancement.

Step 3: If the grievance is not resolved on the basis of the foregoing procedure, the Association shall, within (14) fourteen calendar days of either receipt of the Step 2 response or the completion of Step 2 notify the Employer and simultaneously apply directly to the Federal Mediation and Conciliation Service (“FMCS”) for a panel of seven Oregon/Washington resident arbitrators.

Step 4: Mediation through either FMCS or some other mutually agreed upon mediation service may be initiated at either party’s request prior to arbitration.

Section B. Arbitration Procedure

Within (7) seven calendar days from the date of receipt of the panel of arbitrators, the parties shall choose an arbitrator by alternately striking one name from the list, with the first strike determined by a coin-flip and the last remaining name being the arbitrator for the grievance.

The parties will jointly request that the arbitrator render a decision within thirty (30) calendar days from the hearing.
The arbitrator’s decision shall be final and binding on both parties. The arbitrator shall not have the authority to alter or modify the Agreement.

Expenses and compensation for the arbitrator and expenses of the arbitration hearing such as meeting room and transcript will be equally divided by the parties.

**Section C. Appeal from Discharge or Suspension**

A nurse desiring to appeal a suspension or discharge shall present a grievance in writing within (10) ten calendar days after the suspension or discharge. The grievance shall be presented directly to the Human Resources Designee. The Human Resources Designee shall meet with the grievant and an Association representative within (10) ten calendar days of the Employer’s receipt of the grievance. The Human Resources Designee shall respond in writing within (7) seven calendar days from the meeting. If the grievance is not resolved on the basis of the foregoing procedure, the Association shall notify the Employer and shall simultaneously apply directly to the Federal Mediation and Conciliation Services within (7) calendar days of receipt of the Human Resources Designee’s reply for a panel of seven arbitrators in the manner described in Step 4 of the grievance procedure. If the case is submitted to arbitration, then the arbitration procedure as outlined in the grievance procedure shall be followed.

**ARTICLE 23 - SUCCESSOR PROVISION**

In the event that the American Red Cross Pacific Northwest Blood Services Region shall merge, consolidate, sell its assets, be leased, or franchised or by any other means enter into an agreement with another association which in whole or in part affects the existing collective bargaining unit, such successor shall be bound in each and every provision of this Agreement. The Employer shall notify successor organization of the provisions and the existence of this contract and obligations therein.
ARTICLE 24 - TRAVEL

Section A. Meal Allowances
For overnight trips the Employer will provide a $30.00 meal allowance per night. When returning from an overnight trip, with a return time of 6:00 p.m. or later shall be paid at the overnight rate. Nurses previously scheduled to return from an overnight drive before 6:00 p.m. but who actually return after 6:00 p.m. due to verifiable circumstances beyond their control shall be provided a $30.00 meal allowance. [Premium eliminated effective 7/1/2016 – Article 14, Section 6]

Section B. Lodging
The Employer will provide private rooms for overnight trips except in emergencies. The Employer will attempt to select hotels or motels which allow nurses to keep their rooms until no less than one (1) hour before the start of normal travel time to a scheduled mobile, but under no circumstances will this be interpreted to require the Employer to incur any additional lodging charges.

Section C. Mileage Reimbursement
Full mileage will be paid from the nurse’s home when the Employer requests a nurse to use his/her own vehicle. A correctly completed reimbursement request shall be submitted which includes the beginning and ending mileage and distance by the department deadline and every effort will be made to have the reimbursement available on or before the next payday. The mileage rate will be the rate prescribed by the IRS and shall be effective on date set by the IRS.

Section D. Phone Calls
The nurse is entitled to a three (3) minute phone call if Pacific Northwest Regional Blood Services business necessitates a change in plans on overnight travel. All additional personal telephone calls will be paid by the nurse prior to leaving the motel.

Section E. Long Distance Bloodmobile
When bloodmobiles with such early departure and travel time are scheduled, nurses will be scheduled for departure on the day before the bloodmobile, will be paid for actual
travel time, and will receive lodging and meal allowances. If such travel occurs on Sunday, the nurse will not receive Sunday differential for the travel time and the travel time will not qualify the nurse for the sixth day differential set forth in Article 7, Section D, Paragraph 2. [Premiums eliminated effective 7/1/2016 – Article 14, Section 5 & 6 and Appendix B]

The Employer will make good faith efforts to provide a vehicle for any nurse who chooses not to travel the night before a bloodmobile with the Team. The nurse will not be paid mileage for using their own vehicle unless such use was caused by the Employer.

ARTICLE 25 - RETAINED RIGHTS

Any regular full-time or regular part-time nurse at the time of the signing of the contract who, prior to execution of the contract, enjoyed an individual commitment made at the time of hiring relating to mobile travel, will retain such benefit or commitment during the term of this Agreement. [Interpreted not to conflict with provisions of National Addendum]

ARTICLE 26 - APHERESIS

The Apheresis nurses are part of Blood Services. The remainder of the contract applies to nurses in that department except for the specific provisions listed below.

Section A. Clinical Services On-Call

1. On-call will be equitably rotated and management will make every effort to schedule the on-call nurse on the nurse’s scheduled work day.

2. On-Call differential (per Appendix A) begins when the on-call nurse is scheduled to end their shift and ends when Apheresis next opens its phone lines. [Premium eliminated effective 7/1/2016 – Article 14, Section 5 & Appendix B]

3. The premium differential will be paid for all call back hours worked outside of regularly scheduled Apheresis hours. [Premium eliminated effective 7/1/2016 – Article 14, Section 5 & Appendix B]

4. The on-call nurse will cover out of town assignments as required, except by mutual consent.
5. [Interpreted not to conflict with Red Cross’s ability to require overtime] If overtime is required and the on-call nurse is working or is otherwise unavailable, the nurse shall confer and select one among them to be assigned to stay late if such work is required.

Section B. Clinical Services Overnight Travel
All nurses working assignments requiring overnight travel will be paid for hours worked, including travel and prep time. Nurses credited with less than their normally scheduled hours on overnight assignments will complete their normally scheduled hours after returning to base city. Regular part-time and full-time nurses will be guaranteed a minimum of eight (8) hours pay per day for therapeutic procedures where overnight stay is required and normally scheduled hours of work cannot be completed after return to base city. Minimum guaranteed hours will be remunerated at the straight hourly rate.

Section C. Clinical Services Transportation
The Employer has established a written policy for vehicle access for Clinical Services when the nurse’s personal vehicle is not available. This policy was effective July 24, 2001, and will continue in effect without change, except as may be mutually agreed by the Employer and the Association.

Section D. Clinical Services: Support For Nurse Schedule Requirements
Management will work with the nurses to provide a work/life balance to ensure nurse/donor/patient safety, by offering to adjust the nurse’s posted schedule when regular hours have exceeded PT/FT requirements.

ARTICLE 27 - CONFORMITY TO LAW- SAVINGS CLAUSE

[ALIGN WITH ARTICLE 23 OF NATIONAL ADDENDUM]

Federal and State Laws. It is the belief of the parties hereto that all clauses and provisions of this Agreement are lawful. If, however, any portion of this Agreement is determined by the courts or the proper government agency to be in contravention to any state or federal
law, the parties agree that the remainder of this contract shall continue in full force and effect.

ARTICLE 28 - TERM OF THE AGREEMENT

Section A.

This agreement shall be in full force and effect from March 18, 2014 to September 30, 2018. [NA Article 24, Section 1]

DATED at Portland, Oregon this ______ day of_________ 2017

PACIFIC NW BLOOD SERVICES OREGON NURSES ASSOCIATION
REGION

_________________________________________  ________________________________________

_________________________________________  ________________________________________

Date Date
Appendix A. Compensation

[2% ATB wage increase will go in effect pursuant to Article 13 of National Addendum]

1. Annual Increases:

Effective the start of the first full pay period following ratification, the hourly wage rate for current bargaining unit nurses shall be increased by 1.5%.

Effective the start of the first full pay period after July 1, 2014 the hourly wage rate for current bargaining unit nurses shall be increased by 1.0%.

Effective the start of the first full pay period after July 1, 2015 the hourly wage rate for current bargaining unit nurses shall be increased by 1.0%. [The 2% ATB increase in the NA will be offset by this increase.]

2. Double Red Cell (2RBC) Trained Nurses:

a. Those currently trained in 2RBC will receive an hourly increase of $0.25 per hour effective the first full pay period subsequent to ratification.

b. Those nurses who successfully become trained in 2RBC will receive an hourly increase of $0.25 per hour effective the first full pay period following completion of training. [Premiums eliminated effective 7/1/2016 – Article 14, Section 5 & Appendix B]

3. Effective the start of the first full pay period following ratification:

a. Those employed in whole blood as of the date of ratification will receive a base wage increase of $0.10 per hour. The increases in 2 and 3 above shall become effective after the 1.5% increase upon ratification is calculated.

4. Nurses hired after ratification:

Nurses hired after ratification shall be paid either the new hire rate, below, or at a rate in Table 1 based on prior experience. Annual increases of 1% each year for new hires shall occur effective the first full pay period July 1, 2014 and July 1, 2015.

<table>
<thead>
<tr>
<th></th>
<th>RN</th>
<th>LPN</th>
<th>Apheresis RN</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hire</td>
<td>$25.70</td>
<td>$20.58</td>
<td>$26.89</td>
</tr>
</tbody>
</table>
5. DIFFERENTIALS:

<table>
<thead>
<tr>
<th>Differential</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charge Nurse</td>
<td>$3.00</td>
</tr>
<tr>
<td>Night Shift (12:00 am to 6:00 am)</td>
<td>$1.95</td>
</tr>
<tr>
<td>Holiday On-Call (Apheresis)</td>
<td>$3.95</td>
</tr>
<tr>
<td>On-Call (Apheresis)</td>
<td>$2.45</td>
</tr>
<tr>
<td>Part time</td>
<td>$3.20</td>
</tr>
<tr>
<td>Saturday</td>
<td>$1.70</td>
</tr>
<tr>
<td>Sunday</td>
<td>$2.50</td>
</tr>
<tr>
<td>Swing Shift (after 7:30 pm)</td>
<td>$1.45</td>
</tr>
<tr>
<td>Bilingual</td>
<td>$1.00</td>
</tr>
<tr>
<td>Inconvenience Differential Premium</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

[Premiums eliminated effective 7/1/2016 – NA Article 14, Sections 5 & 6 and Appendix B; inconvenience differential premium, when applied to employees who have less than 11 hours between shifts, eliminated immediately]

The mini mobile and special collections differential will discontinue as of the first full pay period effective July 1, 2015.

6. NO STEP INCREASES:

For the term of this Agreement there will be across the board increases to the wage table per the National Addendum Appendix Article 13 Section 3. Nurses will only receive annual increases as described in Appendix A.1. and a 2RBC increase for those that are eligible in Appendix A.2.—[Premiums eliminated effective 7/1/2016 – Article 14, Section 5 & Appendix B]

Tables 1, 2, and 3 represent the increases to rates according to the annual increases in Appendix A.1.
### TABLE 1: (Effective first full pay period upon ratification)

<table>
<thead>
<tr>
<th>Step</th>
<th>After 1 Year</th>
<th>RN</th>
<th>LPN</th>
<th>Apheresis RN</th>
<th>Apheresis LPN</th>
<th>Apheresis Clinical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td></td>
<td>$26.92</td>
<td>$21.54</td>
<td>$28.10</td>
<td>$22.72</td>
<td>$30.16</td>
</tr>
<tr>
<td>Step 2</td>
<td></td>
<td>$27.69</td>
<td>$22.14</td>
<td>$28.85</td>
<td>$23.32</td>
<td>$30.93</td>
</tr>
<tr>
<td>Step 3</td>
<td></td>
<td>$28.51</td>
<td>$22.79</td>
<td>$29.69</td>
<td>$23.98</td>
<td>$31.75</td>
</tr>
<tr>
<td>Step 4</td>
<td></td>
<td>$29.38</td>
<td>$23.49</td>
<td>$30.55</td>
<td>$24.67</td>
<td>$32.61</td>
</tr>
<tr>
<td>Step 5</td>
<td></td>
<td>$30.28</td>
<td>$24.21</td>
<td>$31.46</td>
<td>$25.39</td>
<td>$33.52</td>
</tr>
<tr>
<td>Step 6</td>
<td></td>
<td>$31.02</td>
<td>$24.81</td>
<td>$32.21</td>
<td>$25.99</td>
<td>$34.27</td>
</tr>
<tr>
<td>Step 7</td>
<td></td>
<td>$31.81</td>
<td>$25.44</td>
<td>$32.98</td>
<td>$26.61</td>
<td>$35.04</td>
</tr>
<tr>
<td>Step 8</td>
<td></td>
<td>$32.61</td>
<td>$26.08</td>
<td>$33.78</td>
<td>$27.26</td>
<td>$35.85</td>
</tr>
<tr>
<td>Step 9</td>
<td></td>
<td>$33.41</td>
<td>$26.75</td>
<td>$34.60</td>
<td>$27.92</td>
<td>$36.65</td>
</tr>
</tbody>
</table>

### TABLE 2: (Effective first full pay period following July 1, 2014)

<table>
<thead>
<tr>
<th>Step</th>
<th>After 1 Year</th>
<th>RN</th>
<th>LPN</th>
<th>Apheresis RN</th>
<th>Apheresis LPN</th>
<th>Apheresis Clinical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td></td>
<td>$27.18</td>
<td>$21.75</td>
<td>$28.38</td>
<td>$22.94</td>
<td>$30.46</td>
</tr>
<tr>
<td>Step 2</td>
<td></td>
<td>$27.96</td>
<td>$22.36</td>
<td>$29.13</td>
<td>$23.55</td>
<td>$31.23</td>
</tr>
<tr>
<td>Step 3</td>
<td></td>
<td>$28.79</td>
<td>$23.01</td>
<td>$29.98</td>
<td>$24.21</td>
<td>$32.06</td>
</tr>
<tr>
<td>Step 4</td>
<td></td>
<td>$29.67</td>
<td>$23.72</td>
<td>$30.85</td>
<td>$24.91</td>
<td>$32.93</td>
</tr>
<tr>
<td>Step 5</td>
<td></td>
<td>$30.58</td>
<td>$24.45</td>
<td>$31.77</td>
<td>$25.64</td>
<td>$33.85</td>
</tr>
<tr>
<td>Step 6</td>
<td></td>
<td>$31.33</td>
<td>$25.05</td>
<td>$32.53</td>
<td>$26.24</td>
<td>$34.61</td>
</tr>
<tr>
<td>Step 7</td>
<td></td>
<td>$32.12</td>
<td>$25.69</td>
<td>$33.30</td>
<td>$26.87</td>
<td>$35.39</td>
</tr>
<tr>
<td>Step 8</td>
<td></td>
<td>$32.93</td>
<td>$26.34</td>
<td>$34.11</td>
<td>$27.53</td>
<td>$36.20</td>
</tr>
<tr>
<td>Step 9</td>
<td></td>
<td>$33.74</td>
<td>$27.01</td>
<td>$34.94</td>
<td>$28.19</td>
<td>$37.01</td>
</tr>
</tbody>
</table>
## TABLE 3: (Effective first full pay period following July 1, 2015)

<table>
<thead>
<tr>
<th>Step</th>
<th>After Year</th>
<th>RN</th>
<th>LPN</th>
<th>Apheresis RN</th>
<th>Apheresis LPN</th>
<th>Apheresis Clinical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>After 1 Year</td>
<td>$27.45</td>
<td>$21.96</td>
<td>$28.66</td>
<td>$23.16</td>
<td>$30.76</td>
</tr>
<tr>
<td>Step 2</td>
<td>After 2 Years</td>
<td>$28.23</td>
<td>$22.58</td>
<td>$29.42</td>
<td>$23.78</td>
<td>$31.54</td>
</tr>
<tr>
<td>Step 3</td>
<td>After 3 Years</td>
<td>$29.07</td>
<td>$23.24</td>
<td>$30.27</td>
<td>$24.45</td>
<td>$32.38</td>
</tr>
<tr>
<td>Step 4</td>
<td>After 4 Years</td>
<td>$29.96</td>
<td>$23.95</td>
<td>$31.15</td>
<td>$25.15</td>
<td>$33.25</td>
</tr>
<tr>
<td>Step 5</td>
<td>After 5 Years</td>
<td>$30.88</td>
<td>$24.69</td>
<td>$32.08</td>
<td>$25.89</td>
<td>$34.18</td>
</tr>
<tr>
<td>Step 6</td>
<td>After 7 Years</td>
<td>$31.64</td>
<td>$25.30</td>
<td>$32.85</td>
<td>$26.50</td>
<td>$34.95</td>
</tr>
<tr>
<td>Step 7</td>
<td>After 10 Years</td>
<td>$32.44</td>
<td>$25.94</td>
<td>$33.63</td>
<td>$27.13</td>
<td>$35.74</td>
</tr>
<tr>
<td>Step 8</td>
<td>After 13 Years</td>
<td>$33.25</td>
<td>$26.60</td>
<td>$34.45</td>
<td>$27.80</td>
<td>$36.56</td>
</tr>
<tr>
<td>Step 9</td>
<td>After 15 Years</td>
<td>$34.07</td>
<td>$27.28</td>
<td>$35.28</td>
<td>$28.47</td>
<td>$37.38</td>
</tr>
</tbody>
</table>
Appendix B, Side Letter – Required Cross Training

Effective upon ratification of this agreement all nurses currently cross-trained will be required as a condition of employment to maintain cross-training. All new hires will be required as a condition of employment to become fully cross-trained.

PACIFIC NW BLOOD SERVICES REGION

_______________________________

Date

OREGON NURSES ASSOCIATION

_______________________________

Date
Appendix D, Supplemental Agreement

[MOU 1 and Article 9, Section 3.A.4]

As a supplement to the Collective Bargaining Agreement entered into by the American Red Cross, Pacific Northwest Blood Services Region ("Employer") and the Oregon Nurses Association ("ONA") which became effective July 1, 2010, and modified on March 18, 2014, and again modified October 21, 2016, the parties agree as follows:

1. In accordance with the Memorandum of Understanding No. 1 in the National Addendum, the Employer agrees that no nurse employed on the effective date of this Agreement will be laid off as a result of the use of nurses other than nurses either to take health histories and/or to perform automated collection procedures.

2. When a Licensed nurses is present at a drive, they will be called upon to resolve the complex issue when a complex health history is presented. A complex health history is defined as:
   - A Health History that raises a health issue not directly addressed by the e-Binder criteria.
   - The Health Historian is unable to match an answer in e-Binder with what the donor actually said.
   - The Health Historian is unable to interpret donor information given.

If the licensed nurse the UAP working together cannot expeditiously determine donor suitability, the licensed nurse shall call the Donor Client Support Center or doctor to assist in the process of determining donor suitability.

In the event that the Red Cross changes the evaluation tool, “e-Binder” will be considered to mean whatever program replaces e-Binder.

3. When a Licensed nurses is present at a drive they will be primarily responsible on blood drives to respond to major complications/reactions.

4. Double Red Cell Automated Collections:

Licensed nurses performing automated collections will be fully trained, shall perform a minimum of two (2) procedures per month to preserve skills, along with an annual competency evaluation. Additional refresher training will be provided in order to maintain skills and competency.

5. This supplemental agreement is governed by the provisions of the above-referenced Collective Bargaining Agreement, subject to the grievance and arbitration provisions of said agreement, and expires with that agreement.
CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

Return to Oregon Nurses Association,
18765 SW Boones Ferry Road Suite 200, Tualatin, OR. 97062-8498
or by Fax: 503-293-0013. Thank you.

Your Name: _____________________________________________________________

I certify that I have received a copy of the ONA Collective Bargaining Agreement with
the American Red Cross and Pacific Northwest Blood Services Region March 18, 2014
- September 30, 2018 [amended Oct 21st, 2016].

Signature: ______________________________________________________________

Today's Date: __________________________

Your Mailing Address ____________________________________________________
_____________________________________________________________________
_____________________________________________________________________

Home Phone: __________________________ Work Phone: ________________________

Email: ____________________________ Unit: _________________________________

Shift: ______________________________