

COLLECTIVE BARGAINING

AGREEMENT

Between

Vitalant

on behalf of its operating division located in San Francisco, California

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 (SEIU Local 1021)

**DONOR CARE SPECIALISTS – RN, DONOR CARE SPECIALISTS – LVN, DONOR
CARE SPECIALISTS, HOSPITAL SERVICES TECHNICIANS III, CLINICAL
LABORATORY SCIENTISTS, LABORATORY TECHNICIANS**

June 1, 2019 through May 31, 2022

Vitalant CBA 07162019

AGREEMENT

Between

Vitalant

on behalf of its operating division located in San Francisco, California

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 (SEIU LOCAL 1021)

THIS AGREEMENT is made and entered into by and between Vitalant on behalf of its operating division located in San Francisco, California (hereinafter referred as the "Employer"), and **SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 (SEIU LOCAL 1021)** (hereinafter referred to as the "Union").

ARTICLE 1

RECOGNITION

Employer recognizes the right of employees covered by this Agreement to self-organization and to bargain collectively with representatives of their own choosing and, accordingly, hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment for its unit employees in a unit consisting of all regular and occasional Donor Care Specialists III – RN, Donor Care Specialists – LVN, Donor Care Specialists, Hospital Services Technicians III Clinical Laboratory Scientists and Laboratory Technicians employed by Employer at its facilities located in San Francisco, Fairfield, and Napa, California, excluding all other employees, office clerical employees, guards and supervisors as defined in the National Labor Relations Act and employees covered by other collective bargaining agreements.

ARTICLE 2

NONDISCRIMINATION

Neither the Union nor Employer will discriminate against any person on any basis prohibited by federal, state or local law or ordinance.

ARTICLE 3

UNION SECURITY AND CHECK-OFF

Section 1. As a condition of continued employment by Employer, each employee in the unit described in Article 1, Section 1 must become a Union member in good standing (as that term is hereinafter defined) and maintain his or her Union membership in good

standing (as that term is hereinafter defined). For all purposes of this Article 3, Union membership in good standing in the Union shall be defined as timely tendering, not less than thirty-one (31) calendar days of continuous employment in the employment of Employer after his or her most recent date of hire or rehire (or thirty-one (31) calendar days after execution of this Agreement, whichever is later), an amount of money equal to the regular and normal Union initiation fees and monthly Union dues uniformly required of all members of this Union as provided for in the Union's Constitution and/or Bylaws. Any such employee who fails to timely so tender said amount of money equal to said Union initiation fees and dues within said thirty-one (31) days will be discharged by Employer within thirty (30) days after receipt by Employer of written demand for termination, including written notification of the amount of said delinquency and the date payment should have been made (or may resign with proper notice to Employer), unless the employee pays the Union said amount in full within said thirty (30) days.

Section 2. The Union shall indemnify Employer and its officers and agents, and hold it and them harmless from any and all claims, demands, charges, actions, suits or other assertions of liability against Employer and/or its officers and/or agents by or for any employee discharged by Employer at the request of the Union for purportedly failing to establish or maintain his or her Union membership and/or pay amounts equal to said Union initiation fees and dues or otherwise arising from said discharge, including but not limited to, court costs, the reasonable cost of litigation, and reasonable attorneys' fees.

Section 3. Within thirty (30) days after execution of this Agreement, Employer will provide the Union with the names, dates of hire or rehire, and rates of pay of all employees covered by this Agreement. On or before the fifteenth (15th) day of each month thereafter, Employer will furnish to the Union the names, dates of hire or rehire, and rates of pay of new employees and the names of employees who have resigned or been terminated. Employer will provide the Union with the home addresses of new employees who sign the attached authorization (which will be given to them at initial hire or rehire).

Section 4. Employer agrees to deduct from each paycheck on behalf of its employees covered by the Collective Bargaining Agreement who shall so request in writing, all amounts of money equal to Union initiation fees and monthly Union dues referred to in Section 1 of this Article hereinafter becoming due from such employees to the Union and to transmit the money equal to said union fees and dues to the Union as hereinafter provided. Any employee desiring to have such deduction made shall sign a proper wage deduction authorization form requesting such deductions from his or her pay, and such request for deduction will, if voluntarily made, upon filing with Employer, be honored in accordance with its terms unless it is revoked or canceled. Such authorization cannot be canceled except during the fifteen (15) days preceding expiration of the agreement.

Section 5. In case any employee does not have the total amount of any deduction, or more, due him or her on any payroll from which deductions are made with respect to other such employees, Employer will not make any Union initiation fee and/or monthly Union dues deduction from that paycheck and Employer will not be responsible for making the deduction for that particular month in any subsequent paychecks. It is agreed that authorized deductions for government taxes and for the purpose of paying indebtedness to Employer,

garnishments and deductions required by law to be made by Employer shall have priority over deductions for Union fees and dues.

Section 6. The total amount of any such deduction shall be transmitted by Employer to the Union, by check drawn to the order of the Union. Upon the issuance of such Union fees and/or dues check and the transmission of same to said Union, all responsibility on the part of Employer shall cease with respect to any amount so deducted so long as such check is honored on being presented for payment. Employer shall not be bound in any manner to see to the application of the proceeds of any such check, nor to investigate the authority of any designated officer of said Union to sign any request, to accept any such check, or to collect the same. The Union shall indemnify and hold blameless Employer, its officers and agents, from any claim, demand, charge, action, suit or other assertion of liability that may be made upon it or them for or on account of or arising from any such deduction from the wages of any employee, including cost of defending any such claim and attorneys' fees and court costs arising therefrom.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. Except as otherwise specifically provided in this Agreement, Employer has the sole and exclusive right to exercise all the authority, rights or functions of management. Employer expressly retains the complete and exclusive authority, right and power to manage its operations and to direct its employees except as the terms of this Agreement specifically limit said authority, rights and powers. These retained authorities, rights and powers include, but are not limited to, the right to plan, determine, direct and control all operations, methods, and services; to establish and administer policies, procedures, and standards related to donor procurement and care, collection of blood, and selection and utilization of volunteers; to determine the nature and cost of services; to determine the methods, processes, nature, means, schedules and volume of work, production, and operations, leasing, repair, distribution, administration, and financing; to determine format and types of services; to determine, plan and control operations, including production requirements; to select, discontinue, and change materials, processes and components; to sell, merge, consolidate or lease in whole or in part free of the liabilities of this Agreement; to establish, abolish, revise or continue policies, practices or procedures for the conduct of the operation; to reorganize or combine any operation; to determine or re-determine the number, location, relocation and types of its equipment, facilities and operations, the types and distribution of work within locations, and the processes, services, equipment, technology, technical methods and procedures and materials to be utilized; to establish and abolish use of equipment, technology, technical methods and procedures; to continue or to discontinue processes, systems, operations and services; to introduce new or improved equipment, methods, facilities, technology, technical methods and procedures; to determine starting and quitting times and the number of hours per day and per week operations shall be carried on; to determine the extent to which facilities and equipment will be operated; to expand, limit, cease or curtail operations; to select and assign work to employees in accordance with requirements determined by management; to determine the existence, amount, or lack of work; to increase or decrease the working forces; to make and enforce reasonable rules for the maintenance of technical standards, discipline, efficiency or safety; to hire, promote, demote, transfer, layoff, and recall employees; to assign and reassign employees to duties and hours of

work; to create or discontinue job functions; to determine safety, health and property protection measures for the operations; to maintain order and efficiency in its operations; to discharge, suspend and otherwise discipline employees; to determine the qualifications required not inconsistent with the attached job descriptions, and size, composition and distribution of the working force; to supervise and direct employees in the performance of their duties; to set standards to insure the proper and efficient use of the working force and equipment, and otherwise take such action management may determine to be necessary for safe, orderly, efficient and economical operations.

Section 2. It is specifically agreed that the enumeration of certain management prerogatives listed above shall not be deemed to exclude other management prerogatives not specifically enumerated above, and it is further specifically agreed that all of the rights, powers or authority vested in Employer, except those specifically abridged, delegated, deleted, or modified by the express terms of this Agreement, are retained by Employer.

Section 3. Nothing in this Article shall be construed to prevent the filing of a grievance.

Section 4. Employer shall have the right to subcontract and/or assign work performed by bargaining unit employees to persons outside the bargaining unit. Employer will notify the Union of its intention to subcontract work performed by bargaining unit employees as soon as possible following its decision and will meet with the Union upon request to discuss said decision. Should Employer exercise its right to subcontract work performed by bargaining unit employees, it will meet with the Union to discuss the impact such subcontracting may have on bargaining unit employees.

ARTICLE 5

NO STRIKE/NO LOCKOUT

Section 1. The Union and Employer have provided in this Agreement an orderly and rational way of resolving disputes covering the terms of this contract and involving employees in this bargaining unit. Both Employer and the Union pledge to utilize the grievance procedure wherever applicable and declare their opposition to lockouts and strikes in attempting to resolve such disputes.

Section 2. **No Lockout.** Employer agrees that during the term of this Agreement it will not engage in any lockout of its employees covered by this Agreement.

Section 3. **No Strike.** During the term of this Agreement there shall be no strike (sympathy or otherwise), slowdown, sick-in, cessation of work, withholding of services, work stoppages, picketing, leafleting, handbilling, boycotting, or other restriction of or interference with operations of this Employer directed against this Employer at any location, including but not limited to, Blood Centers and mobile sites, by employees covered by this Agreement or by the Union on behalf of or concerning employees covered by this Agreement, or alleged violations of this Agreement. Any employee covered by this Agreement engaging in any such activity will neither earn, accrue, nor receive any wages or other benefits that may

otherwise occur or accrue during that time, and Employer may discharge or otherwise discipline any such employee and said discharge or other discipline will not be subject to the grievance-arbitration provisions of this Agreement, except as otherwise specifically provided in this Article hereinbelow.

Section 4. The Union and Employer agree that neither it nor its officers or agents will engage in, cause, encourage, permit, condone or sanction any conduct specifically precluded by this Article and will make every reasonable effort to discourage and terminate such activity.

Section 5. Neither the violation of any provision of this Agreement by any person nor the commission of any act by any person constituting an unfair labor practice or otherwise made unlawful by any federal, state or local law shall excuse the Union, Employer or the employees from their obligations under the no strike/no lockout provisions set forth in this Agreement.

Section 6. Employer and the Union shall have the right to full judicial relief, including injunctive relief, for violation of this Article.

ARTICLE 6

DISCIPLINE AND DISCHARGE

Section 1. Employees who have completed their orientation period may be discharged or otherwise disciplined by Employer only for just cause.

Section 2. Discharge or other discipline of employees who have completed their orientation periods is subject to the grievance and arbitration procedures set forth in this Agreement.

Section 3. Notice of discharge, suspension or demotion of employees who have completed their orientation periods shall be served in person, by telephone, or mail, addressed to the employee's last address on file with Employer as soon as possible. The Notice shall include the following information: (a) statement of the nature of the disciplinary action; (b) effective date of the disciplinary action; and (c) statement of the cause for disciplinary action. A copy of said Notice will be sent to the Union as soon as reasonably possible.

Section 4. No party will be held to proof "beyond a reasonable doubt" in any grievance or arbitration of any discharge, discipline or other action. The only burden of proof for any party is the "preponderance of evidence."

ARTICLE 7

SETTLEMENT OF DISPUTES – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. **Definition and Procedure.** For all purposes of this Agreement, a grievance is any dispute or controversy between Employer and the Union, or between Employer and any of the employees covered by this Agreement involving the meaning, interpretation or application of the provisions of this Agreement. All grievances (except grievances concerning the no strike clause under Article 5 of this Agreement) shall be handled exclusively in the following manner:

Section 2. **STEP ONE.** The Union and/or any employee who believes he or she has a grievance shall first discuss it with his or her immediate supervisor or designee (or if the grieving party is the Union, the Human Resources Manager), either alone or accompanied by the Union steward, as the employee may desire, within ten (10) calendar days after the Union or the employee knew or should have known of the action, inaction, occurrence, or condition constituting the alleged grievance. Employer will respond to the employee or the Union within five (5) days.

Section 3. **STEP TWO.** If the grievance is not settled satisfactorily as provided in Step One above, the specific nature of the grievance, including the particular provisions of the Agreement involved, the Step in this grievance procedure the matter is presently in, a summary of the discussion which occurred in Step One, the names of the witnesses, if known at the time, and a detailed description of the alleged grievance shall be delivered in writing by the Union steward or a Union staff representative to the Human Resources Manager or designee within twenty (20) calendar days in cases other than discharge and within fifteen (15) calendar days in the case of discharge, after the action, inaction, occurrence, or condition constituting the grievance, or in cases other than discharge within twenty (20) calendar days after any of the above reasonably should have been known to the employee and/or the Union with reasonable diligence. The Human Resources Manager or designee will attempt to resolve the matter at the earliest time possible and Employer will respond in writing to the Union steward or a Union staff representative within thirty (30) calendar days after the action, inaction, occurrence or condition constituting the grievance. If Employer is the grievant, Employer grievance shall be delivered in writing to a Union steward or a Union staff representative within twenty (20) calendar days after the action, inaction, occurrence or condition constituting the grievance or within twenty (20) calendar days after any of the above reasonably should have been known to Employer's Human Resources Manager with reasonable diligence. The Union will attempt to resolve Employer's grievance at the earliest time possible and the Union steward or Union staff representative shall respond in writing to Employer's Human Resources Manager within thirty (30) calendar days after the action, inaction, occurrence or condition constituting the grievance. Copies of all Employer written grievances and responses provided for in this Article 7 shall also go to the Union Field Representative and copies of all Union or employee written grievances and responses provided for in this Article 7 shall also go to the Human Resources Manager representing Employer.

Section 4. **STEP THREE.** If the grievance is not settled in Step Two, the Union Staff Representative shall meet with Employer's Human Resources Manager or designee within thirty-seven (37) calendar days after the action, inaction, occurrence or condition constituting the grievance in an effort to resolve the matter. The Union steward may attend this meeting. An Employer supervisor or designee may attend this meeting. Employer will respond in writing to the Union or the Union will respond in writing to Employer, as the case may be, within forty-four (44) calendar days after the action, inaction, occurrence or condition constituting the grievance.

Section 5. **STEP FOUR.** If the grievance is not settled in accordance with the foregoing procedure, either Employer or the Union may refer the grievance to Step Four arbitration by written certified mail notice to the other within fifty (50) calendar days after the action, inaction, occurrence or condition constituting the grievance. After a timely written certified-mail notice of Step Four arbitration has been perfected by either party, Employer and the Union will immediately attempt to agree upon an impartial Arbitrator. In the event agreement upon an Arbitrator cannot be reached sixty (60) calendar days after the action or inaction constituting the alleged grievance, either Employer or the Union may request the State of California Mediation and Conciliation Service to submit a panel of five (5) Arbitrators all of whom shall be established Arbitrators in labor relations matters in Northern California. If either party considers the list submitted by said State of California Mediation and Conciliation Service to be unacceptable, said party may, by certified mail notice to both the other party and the State of California Mediation and Conciliation Service, reject the entire panel, providing that said rejection occurs before Respondent begins striking names therefrom, provided, further, that each party can reject a panel only one time in any given grievance. If the panel is not rejected, each party shall alternately strike two (2) names from the panel, and the remaining name on the panel shall be the Arbitrator. The party entitled to make the first strike shall be determined by lot.

Section 6. The expense of arbitration (including Arbitrator's fee, hearing room, and a reporter's transcript for the impartial Arbitrator's use) shall be shared equally between the parties, but each party shall bear its own costs of advocacy, witnesses, and a reporter's transcript for its own use. Each party shall have the right to appear by counsel of its choice and to present evidence subject to the right of cross-examination. Each party shall have the right to present arguments at the close of the evidence, orally or in writing, as it elects. The decision of the Arbitrator shall be in writing and signed by the Arbitrator.

Section 7. The Arbitrator shall have no authority to ignore, add to, subtract from, alter, amend, change or nullify the terms of this Agreement in any way or to render an award which is in conflict with any of the provisions of this Agreement. The Arbitrator's only jurisdiction is strictly limited to application and interpretation of this Agreement and to the facts of the particular grievance properly before him/her, and his/her decision and award shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance as presented.

Section 8. The maximum economic, back pay, or fringe benefit award, determination or obligation adverse to Employer or the Union under this Agreement in any case shall be for a period of 180 days, except where the Arbitrator finds that the violation of the contract by Employer or the Union was deliberate or in bad faith, or where the party against

whom the grievance has been filed requests and is granted, over objection of the other party, an extension of time or otherwise causes an unreasonable delay in the processing of the case after the State of California Mediation and Conciliation Service submits its panel of arbitrators. In such cases, the 180-day limit shall be extended for the duration of any such delay(s).

Section 9. Time is of the essence in all of the grievance and arbitration procedures in this Agreement. The Arbitrator shall have no discretion in enforcing the time limits set forth herein, unless said time limits are expressly modified in writing by the parties as set forth herein. Failure to comply with and fully satisfy any of the said time limitations for any reason whatsoever by the grievant constitutes waiver of the alleged grievance and all rights, claims and actions for all purposes except as otherwise specifically provided in the following sentence. The said time limits may be extended by written mutual agreement between the Union and Employer.

Section 10. No party will be held to "proof beyond a reasonable doubt" in any grievance or arbitration of any discharge, discipline or other action. The only burden of proof for any party is the "preponderance of evidence."

Section 11. The parties agree that Article 7 Settlement Of Disputes-Grievance And Arbitration Procedure, and Article 5 No Strike/No Lockout, set forth in this Agreement shall continue in full force and effect notwithstanding the expiration date of this Agreement until the parties have reached impasse in collective bargaining negotiations, or until the parties have reached agreement in collective bargaining negotiations following the expiration date of this Agreement. On the date that impasse is reached in collective bargaining negotiations, or on the date that a new agreement is entered into, the Settlement Of Disputes-Grievance And Arbitration Procedure set forth in Article 7, and the No Strike/No Lockout provision set forth in Article 5 of this Agreement shall expire, terminate and no longer be enforceable by any party to this Agreement.

ARTICLE 8

ORIENTATION PERIOD

Section 1. All employees shall serve an orientation period of not less than 910 hours of actual work (e.g., excluding Paid Time Off ("PTO"), Short Term Disability Protection ("STD"), holiday and leave hours, but including overtime hours) or six (6) months, whichever is longer, in the employment of this Employer since his or her most recent date of hire or rehire. During this period of time new or rehired employees shall be apprised of their progress by the department manager or designee, and the Union shall have the right to grieve any Employer failure to so apprise. Provided, however, that during said orientation period, a new or rehired employee shall have no seniority and none of the seniority rights specified in this Agreement, if any.

Section 2. Employer shall have the right to discharge, discipline, layoff, rehire or refuse to rehire any employee who has not completed his/her orientation period for any reason, and such employee shall have no recourse to the grievance/arbitration procedure in connection with such Employer actions.

Section 3. Upon satisfactory completion of said orientation period, any seniority will be computed from most recent date of hire or rehire.

ARTICLE 9

GENDER

Masculine or feminine gender is used herein in reference to employees for brevity only. Such use of the masculine gender in reference to employees herein (including he, his and him) shall be construed as including feminine gender (including she, hers and her). Such use of the feminine gender in reference to employees herein (including she, hers and her) shall be construed as including masculine gender (including he, his and him).

ARTICLE 10

COPIES OF CONTRACT

Section 1. The Union agrees to furnish each employee covered by this Agreement with a true and correct copy of this Agreement and to require its members, officials, stewards, alternate stewards and agents to comply fully with all of the spirit and provisions of this Agreement.

Section 2. Employer agrees to furnish each of its supervisors and management personnel involved with responsibilities relevant to this bargaining unit with a true and correct copy of this Agreement and to require its supervisors, management personnel and agents to comply fully with all of the terms and provisions of this Agreement.

ARTICLE 11

REPRESENTATION

Section 1. The union shall designate one steward per location for this bargaining unit. Immediately upon selection of any steward or assignment of Union representative, the Union shall notify Employer in writing as to his or her identity and position, and Employer shall not be required to recognize any other employee representatives of employees or the Union in the adjustment of grievances or otherwise. Each January, a list of said stewards will be submitted to HR. Any steward shall be a current employee of this Employer currently on the payroll and currently employed and working in a job clearly covered by this Agreement at the time of appointment and at the time of performance of any steward functions. Nothing herein shall preclude participation in grievances by the Union representative referred to in this Article. Stewards shall not give directions to any employee; shall not advise or recommend noncompliance with the order of any supervisor or designee; but shall, instead, advise the employee of his/her rights under the grievance procedure. Employer's designated representative is only required to meet with one (1) steward and/or the Union representative on any grievance.

Section 2. Stewards shall be required to investigate and adjust grievances on their nonworking time and the nonworking time of the employees in all cases where that is possible. Where it is impossible, they shall be required to notify and obtain the permission of the

department manager or designee before leaving their work station for such purpose, shall not abuse such permission, shall take only that amount of time that is necessary for the adjustment or investigation of a particular bona fide grievance, and, shall not in any way interfere with orderly operations of Employer or conduct any investigation in the presence of or within hearing range of donors and/or other employees (unless such investigation in the presence of or within hearing range of other employees cannot be reasonably avoided). Employer will pay a maximum combined total of not more than two (2) straight-time hours in any given month for all Stewards' and all employees' working time spent in participation or performance of all said investigation and adjustment of bona fide grievances necessarily performed during their working hours. Under no circumstances will such time be computed as overtime or other premium time. Stewards shall be granted a combined annual bank of 8 hours of release time for stewards training.

Section 3. Any Union official who wishes to enter Employer's property for any reason shall telephone the Human Resources Manager or designee in advance and specify the purpose of his or her intended visit, the person or persons he or she wishes to see, the intended date and approximate hour of his or her arrival and departure. A duly authorized representative of the Union who complies with the above shall be permitted to enter Employer's buildings and grounds at reasonable times for the purpose of observing whether this Agreement is being observed or to investigate complaints from employees under this contract, provided that the Union representative advises Employer's Human Resources Manager or designee immediately upon entering the buildings or grounds. Said Union officials shall have the right to confer (but only about grievances under this contract of this Employer involving employees on the particular shift worked by the particular Steward or employee) with the Steward or an employee in an area away from the working area after making a prior appointment and receiving permission from the Human Resources Manager or designated representative. Said Steward and/or employee shall not be paid by Employer during said conference and shall comply with this Article and all Employer rules. However, Employer will pay a maximum combined total of not more than two (2) hours' straight-time pay in any given month for all Stewards' and employees' working time spent in meetings with the Human Resources Manager or designee and said Union official concerning bona fide grievances. Under no circumstances will such time be computed as overtime or other premium pay. In the event a meeting with the Human Resources Manager, designee, or any other member of management is desired, said Union representative shall make an appointment in advance, which appointment will be scheduled within a reasonable time following such notice consistent with the needs of Employer. While on Employer's property, said Union representative shall be subject to Employer's reasonable rules and regulations, and shall in no way interfere with the normal conduct of work or Employer's operations.

ARTICLE 12

LEAVES OF ABSENCE

Section 1. **Leave of Entitlement.** All medical leaves of absences, industrial injury leaves (when the injury of the employee meets the definition of serious health condition of the employee under the Family Leave Medical Act ("FMLA")), and family care leave shall be counted against the employee's entitlement to family and medical leave under the federal FMLA and California's Family Care Leave Act. Employer reserves the right to deny

said leaves on any basis provided by law in the federal FMLA and/or California Family Care Leave Act, as it may be amended, and to the extent applicable.

Section 2. Leave Time. During a leave of absence under this Article, the duration of the absence shall not apply toward eligibility for or the accrual rate of any benefit set forth in this Agreement provided an employee using PTO or STD where applicable, while on a leave under this Article shall continue to accrue PTO/ STD pursuant to Article 13 of this Agreement. Any employee who is on a leave of absence for more than thirty (30) days for any purpose under this Article, except industrial injury leave under Section 4 of this Article, shall have his/her annual salary adjustment date changed. An employee who fails to return from leave at the end of said approved leave shall be deemed to have voluntarily resigned from employment.

Section 3. Application of Employer Leave Policies. Bargaining unit employees shall be eligible for leaves of absence on the same terms and conditions as leaves of absence are granted to all other employees of Employer as set forth in Employer's Human Resources Guidelines-

Section 4. Employer reserves the right to temporarily place an employee who is unable to perform the essential functions of his or her job due to medical restrictions in any other modified duty position within or outside of the bargaining unit at the employee's then straight time rate of pay for a period not to exceed ninety (90) days or for the duration of the job within which the employee is placed, whichever is shorter, provided that the position is within the employee's medical restrictions. Employer reserves the right to extend this period for an additional ninety (90) days (to a maximum 180 days) at Employer's sole discretion.

ARTICLE 13

PAID TIME OFF (PTO) AND Short Term Disability (STD)

Section 1. Accrual of PTO. All regular full-time and regular part-time status employees, as defined in Article 14, shall begin accruing PTO on his/her first day of employment. Paid Time Off (PTO) will be granted to cover absences from scheduled work hours including but not limited to: illness, approved personal business, medical appointments, approved vacation, and operating unit designated floating holidays. PTO cannot be taken before it is earned. Blood Systems San Francisco will make reasonable efforts to grant PTO requests with due consideration to its business needs.

A. Accrual Rates

Length of Service	Accrual Rate for Each Hour
<3 years	0.0655
3 < 5 years	0.0770

5 < 7 years	0.0847
7 < 10 years	0.0962
10 < 15 years	0.1039
15 + years	0.1155

B. Crediting of PTO.

PTO will be credited each pay period to the employee's balance by the following formula: number of hours in paid status to a maximum of eighty (80) hours per pay period times the applicable accrual rate. Paid hours include: regular hours worked and paid time off for holidays, PTO, bereavement leave, jury duty, overtime hours, and paid administrative leave. Employees shall be permitted to accrue a maximum PTO balance of 280 hours. An employee may accrue and accumulate awarded PTO hours up to the maximum PTO balance. An employee with the maximum amount of PTO will not accrue or be awarded additional PTO hours until PTO is taken and the balance falls below the maximum. Once the balance is below the maximum, PTO accrual and award will resume.

Section 2. Scheduling PTO.

A. See Side Note #2 for scheduling guidelines. PTO will be used for family and medical leave time off and industrial injury leave consistent with the federal FMLA and California law, to the extent applicable, and the Employer's Human Resources Guidelines, when applicable and said leave will be deducted from earned PTO. At Management's discretion and if business operations will allow, the advance time requirements may be waived. The Employer will respond to vacation requests in writing within seven (7) calendar days.

B. All PTO, other than for unexpected incapacitating illness, must be scheduled in advance and approved by the department manager or supervisor or designee who shall verify the employee's earned PTO balance before giving approval. PTO shall be used for single illness days and for the first five (5) consecutive workdays of illness or disability. Unscheduled absences of three (3) or more days' duration must be accompanied by a physician's note as specified by Employer. (This requirement may be waived by Employer.) After five (5) consecutive workdays, day six (6) and after will require a Short Term Disability LOA.

Earned PTO will be charged for absence/leave pursuant to this section as a result of the employee's medical leave pursuant to the Employer's Human Resources Guidelines, after STD is exhausted, and an industrial injury leave, and for all family leave provided there is a PTO balance.

C. Employer shall have the right to require an employee returning from sick leave (taken as PTO and/or as STD and/or as a Leave of Absence) to submit additional verification of his/her ability to return to work and/or submit to another physical examination by a health care provider selected by Employer. Employer shall bear the expense of the examination requested by Employer. An employee may request a third opinion from a health care provider designated by Employer from a list of preferred providers under the applicable health insurance plan. The cost of securing the third opinion shall be borne equally by the employee and Employer. If Employer denies an employee's request for PTO and the employee:

(1) fails to report to work as scheduled; and (2) does not provide a satisfactory explanation for the absence from work, the employee will be subject to disciplinary action up to and including termination.

D. If scheduling will allow (within Employer's sole discretion), and with the department manager's or supervisor's or designee's advance approval, an employee may utilize any portion of his/her earned PTO hours, including those hours which will be earned up to the end of the pay period preceding the employee's absence on PTO.

E. Earned PTO may be taken in one-day, hourly or quarter-hour segments subject to the department manager's or supervisor's or designee's advance approval.

F. If the department manager or supervisor or designee directs an employee to leave early due to lack of work or by mutual agreement, said employee shall not be required to use his/her PTO hours.

G. Once PTO has been exhausted, at Management's discretion and upon employee request, Employer may at any time grant a day off without pay based upon operational needs. No request will be unreasonably denied.

Section 3. Payment of Accrued PTO and STD during Employment.

Payout of PTO and /or STD is limited to the amount of PTO (accrued) and/or percentage level of STD the employee is at.

Regular status eligible employees will receive PTO and/or STD pay as follows:

If an employee has an unscheduled absence (calls in sick, etc.), the employee will be paid for the number of hours which he/she was scheduled to work on that particular day(s) to a maximum of eight (8) hours per day or to a maximum of forty (40) hours per week. For example:

	S	M	Tu	Wed	Th	Fr	Sat
Regular Schedule:		8	5.5	8	8	8	

An unscheduled absence on Tuesday means 5.5 hours PTO (or STD if applicable).

An unscheduled absence on Friday means 8 hours PTO (or STD if applicable).

1. Once the schedule is published or known, and an employee requests to have a particular day or portion of a day off, and the department manager or designee approves, the employee will be paid for the number of hours the employee missed. If the employee is absent the entire day, the employee will be paid for the number of hours he/she was scheduled to work on that particular day. For example, under the schedule set forth above, if an employee requests and receives approval to take two (2) hours of Monday off, and the employee only misses two (2) hours and works the remaining six hours, the employee is paid for two (2) hours of PTO.

2. If an employee with no regular schedule, or an employee whose schedule has not yet been published, requests and receives approval for Paid Time Off for an entire day, days or week(s), the employee will be paid eight (8) hours' PTO per day to a maximum of forty (40) hours per week. If the employee requests and receives approval for Paid Time Off for less than a full workday, the employee will be paid for the number of hours which were approved. The employee will be expected to work the remainder of his/her scheduled workday.

Section 4. **Reemployment.** Employees who are rehired may receive prior service credit as follows:

If the employee was employed for	And is rehired	Then PTO will accrue according to his or her
One year or more prior to last separation date	Within one year or less of the separation date	Previous hire date
One year or more prior to last separation date	More than one year from the last separation date	Rehire date
Less than one year prior to the last separation date	Within one year or less of the separation date	Rehire date
Less than one year prior to the last separation date	More than one year from the last separation date	Rehire date

Section 5. **Payment Upon Resignation/Termination.**

A. All earned PTO hours credited to an employee's account at the time of termination, unless termination is for just cause, will be paid to said employee. If an employee resigns, all earned PTO hours credited to an employee's account at the time of resignation will be paid if said resigning employee provides Employer with two (2) weeks' written notice of his/her resignation to be received by Employer two (2) weeks prior to said employee's last day of employment.

B. Employees whose employment with Employer is terminated for just cause shall forfeit all PTO hours.

Section 6. Purpose of STD

A. STD is provided to regular full-time and regular part-time status employees, as defined in Article 14, upon date of hire to provide income protection for absence from work due to personal illness or injury in accordance with Employer's Human Resources Guidelines. Employees who are eligible for STD will receive STD benefits for absences from scheduled workdays due to certified medical illness or injury. Work related injuries/illnesses incurred in the course of employment with another employer will not be eligible for STD benefits.

Section 7. STD Levels

A. Short Term Disability Insurance is based on the amount of years an employee has worked for the company.

B. STD is awarded per the following formula:

0-3 Years	3-5 Years	5-15 Years	15+
60%	70%	80%	100%

Section 8. Elimination Period

1. Each separate occurrence under STD has an elimination period. The elimination period is 40 consecutive work hours (e.g., 5 consecutive 8 hour work days for full-time employees, 10 consecutive 4 hour work days for part-time employees, etc.). Once the elimination period is met, eligible employees may begin to receive STD benefits.

2. Time off during the elimination period must be recorded and paid as PTO, if available. Otherwise, the elimination will be unpaid.

Section 9. Relapse

An employee is considered to have relapsed if he/she returned from leave of absence and suffers a relapse within 2 weeks (i.e. 14 consecutive days).

If	And goes out on another leave of absence	Then the employee	And is eligible to receive
An employee	For the same medical	Does not have to	Any remaining STD

who was receiving STD returns from a leave of absence	condition within 2 weeks	satisfy another elimination period	benefits
	For the same medical condition more than 2 weeks	Must satisfy another elimination period	Any remaining STD benefits after satisfying that new elimination period
	For a different medical condition	Must satisfy another elimination period	Any remaining STD benefits after satisfying that new elimination period

Section 10. An employee must be approved for Family and Medical Leave (FML) and the leave must be designated as FML in order to receive available STD benefits. If an employee is not eligible for FML, he/she must apply and be approved for Personal Leave. In addition, he or she must provide medical documentation certifying the needs for leave.

Section 11. Payment for STD will be made on regularly scheduled pay days and will not be paid in advance. If employment terminates for any reason while an employee is receiving STD benefits (e.g., reduction in force, etc.), such benefits will cease on the effective date of termination. STD hours are not included in the calculation of over time.

Section 12. STD may be used when combined with work hours to cover regularly scheduled work hours up to a maximum of 40 hours per week, or to cover regularly scheduled workweek if greater than 40. STD may not be used to supplement pay for the scheduled workweek.

Section 13. An employee is required to apply for state disability insurance and submit proof of such application to Human Resources (a copy of the completed application or benefit statement). When an eligible employee is receiving state disability benefits, Vitalant will automatically integrate his or her STD to supplement monies received from other insurance.

Section 14. **Incentive Holidays.** Regular full-time and regular part-time employees who report to work as regularly scheduled and who work their scheduled hours and who have 100 percent absent-free attendance for a consecutive six (6) month period shall receive one (1) incentive holiday which must be taken within the succeeding six (6) month period. This will be paid out in accordance with Holiday Pay as stated in Article 16, Section 1 of this Agreement.

Employees must submit a written request at least two (2) weeks in advance of the date of any requested incentive holiday indicating the desired date of the floating holiday requested. The entire incentive holiday must be taken at one time on the same day. Not more than one (1) employee may be absent for any incentive holiday at the same time unless otherwise approved in writing by the department manager or designee.

Employees who terminate, unless terminated for just cause, and who have earned, but not taken an incentive holiday as defined hereinabove, will receive pay in lieu of the day earned but not taken.

Section 15. **Personal Leave.** An unpaid personal leave of absence of no more than 30 calendar days (168 hours) in a rolling twelve month period may be granted at the discretion of the organization to eligible employees under the below circumstances. The organization will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy.

A. For employees to handle compelling personal emergencies;

B. For employees who are not eligible for leave under Vitalant's Family and Medical Leave (FML) policy, but who need a family or medical leave of absence to cover absences from work as described in the "Qualifying Events" section of Vitalant's Family and Medical Leave Policy, HIRG0054. Employees who qualify for FML, or who have exhausted their FML, will not be eligible to use this Personal Leave Policy to cover absences from work as described in the "Qualifying Events" section of Vitalant's Family and Medical Leave Policy.

An employee's failure to timely return from leave under this policy or failure to notify Vitalant in advance of the expiration of the leave that the employee is unable to return to work after the leave expires for compelling reasons may result in termination of employment.

A personal leave under this policy is limited to the reasons stated in the employee's request and approved by Vitalant. Personal leave may not be combined or used to extend another type of leave. For example, personal leave cannot be used to extend Family and Medical Leave.

Employees needing a leave of absence as a reasonable accommodation for a disability should refer to the Employer's Reasonable Accommodation Policy.

Section 16. **Bereavement Pay.** Regular full-time and Regular part-time employees are eligible for bereavement pay. Eligibility for bereavement pay commences when classified as Regular full-time or Regular part-time. Bereavement pay is available to attend the funeral, memorial service, or other group or individual observance of a customary service, rite, or ritual associated with the death of an immediate family member. This may include time off for reading of the will and other executor duties up to the maximum stated below. Acceptable documentation of proof of death may be required at the discretion of management. This bereavement pay is to be used to cover previously scheduled, consecutive work days. Immediate Family Immediate family includes: spouse, child, stepchild, parent, stepparent, brother, sister, grandparents, grandchildren, and in-laws (father, mother, brother, sister, and grandparent). A maximum of 24 hours of paid time off is available to cover 3 consecutively scheduled work days per immediate family member. Approved requests for bereavement time off for individuals not included in the definition above (e.g., cousin, aunt, uncle) or that exceed the paid bereavement benefit period for the immediate family member, should be handled through use of available Paid Time Off (PTO), or otherwise requested, and if approved, taken as unpaid personal leave. If an employee is on an approved vacation and an immediate family member passes away, the

employee may use bereavement pay instead of using his or her PTO upon submission of documentation verifying the death of the immediate family member. If a holiday falls during a period of approved bereavement leave, the holiday will be paid under the bereavement benefit and not as a holiday. Time off for bereavement is not counted as hours worked for overtime purposes.

Section 17. Jury Duty Pay. Regular Full-Time and Regular Part-time employees who perform jury duty on scheduled workdays are eligible to receive their regular pay for regular (not overtime) scheduled work time for up to a maximum of 40 work hours per week with a 2 work-week limit per calendar year. Jury duty pay will be paid when the employee provides appropriate documentation from the court verifying the date(s) of service required and/or actually served. An employee serving on jury duty is not required to use available Paid Time Off (PTO) in connection with such service; however, employees may choose to use PTO if time served on a jury exceeds this policy. An employee who is released from jury duty prior to the end of the scheduled work day is not required to report for the remainder of the missed shift. An employee serving on jury duty is not required to use available PTO for the remainder of a partial shift if released early. An employee who is assigned to Shift 2 or 3 as defined in Article 17, Section 6 is required to report to work following a day spent in jury service.

ARTICLE 14

DEFINITIONS

Section 1. Regular full-time status employees are those employees covered by this Agreement who normally work thirty (30) or more straight-time hours per week. Regular full-time status employees are entitled to participate in, receive, and earn benefits (including wages) provided in this Agreement.

Section 2. Occasional employees are those employees covered by this Agreement who are not regularly scheduled and who work less than twenty (20) hours per week or if in Donor Care, work less than 30 hours and are subject to the requirements in Article 15 of this agreement. Such employees are not entitled to participate in, receive or earn any benefits (other than wages and 401k Plan) provided in this Agreement. However, any Occasional employee who has been receiving 7.5% pay in lieu of benefits as of the effective date of this Agreement shall continue to receive such pay as long as he/she remains in the same Occasional status position. Pay in lieu of benefits shall not be provided to employees newly hired or placed in an Occasional status position after the effective date of this Agreement.

Section 3. Regular Part-Time employees are those employees covered by this Agreement who are assigned by management to work a regular schedule between 20 and 29 straight-time hours per week. Such employees are entitled participate in, receive or earn the following benefits: Paid Time Off, Holiday Pay, Short Term Disability Insurance, Life Insurance, Accidental Death and Dismemberment Insurance, and Retirement benefits. Such employees are no longer eligible for pay in lieu of benefits. However, any Regular Part-time status

employee who has been receiving 7.5% pay in lieu of benefits as of the effective date of this Agreement shall continue to receive such pay as long as he/she remains in the same Regular Part-Time status position. Pay in lieu of benefits shall not be provided to employees newly hired or placed in a Regular Part-time status position after the effective date of this Agreement.

Section 4. Temporary employees are those employees covered by this Agreement hired to replace regular status employees on leaves of absence (including, but not limited to PTO and STD). Such employees are not entitled to participate in, receive or earn any benefits (other than wages) provided in this Agreement.

Section 5. The words “employee” or “employees” refers to bargaining unit employees identified in Article 1 of this Agreement.

ARTICLE 15

OCCASIONAL EMPLOYMENT OF DONOR CARE SPECIALISTS-RN, DONOR CARE SPECIALISTS-LVN, AND DONOR CARE SPECIALISTS

Section 1. All Occasional employees shall submit the dates on which he/she will be available to perform services for Vitalant for each calendar month six weeks in advance of that month (e.g. by September 15th for November). All occasional employees must be available to perform services for Vitalant at least twelve (12) working days each month, during normal Vitalant operations.

Section 2. Occasional employees must be available to work a minimum of two (2) major holidays each year. Major holidays are defined as New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Section 3. Occasional employees who work out of the North Bay Region (Fairfield and Napa) must be available to perform services for Employer on one-half of the dates each month that the major mobiles are scheduled.

Section 4. Employer will use its best effort to schedule workdays according to the availability of Occasional employees as far in advance of the actual scheduled workday as possible.

Section 5. The parties recognize and agree that Employer may be required to cancel a scheduled workday for an Occasional employee on the basis of day-to-day changes in the operation of the Employer.

Section 6. In the event an Occasional employee has not been scheduled on a day he/she has indicated his/her availability, said employee shall contact the department manager or designee on the day prior to said availability date to determine if he/she is needed at Employer due to schedule changes. Employer retains the right to notify Occasional employees of the need for their services, although not previously scheduled, on an indicated availability day on short notice.

Section 7. An Occasional employee may cancel a day he/she has indicated he/she would be available to perform service for Employer but was not scheduled to work. If an Occasional employee cancels a day he/she has indicated that he/she would be available to perform services for Employer, he/she must notify the Scheduling Coordinator not less than forty-eight (48) hours in advance. However, said Occasional employee must maintain availability at least eight (8) working days each month during Employer's operations.

Section 8. If any Occasional employee engages in any of the following listed conduct on three (3) or more occasions within any continuous 120-day period, said Occasional employee may be removed from Employer's per diem list at Employer's discretion and shall forfeit his/her seniority.

- A. Fail to meet the availability requirements as set forth in this Agreement;
- B. Fail to accept assignments on dates he/she is scheduled as being available for work;
- C. Fail to report to work on days scheduled to work for any reason; and
- D. Fail to contact department manager or designee as provided in this Agreement.
- E. Failure to report to work at the time scheduled.

Any such disciplinary action will not be subject to the grievance procedure. Provided, however, an Occasional employee who is unavailable for work for a period of two (2) to four (4) weeks who notifies Employer of his/her unavailability at least two (2) months prior to the time he/she designated that he/she would be available, once in any continuous six (6) month period, such occasion shall not be included in any calculations for disciplinary purposes as set forth above.

ARTICLE 16

HOLIDAYS AND HOLIDAY PREMIUM PAY

Section 1. The following listed holidays shall be observed by eligible regular full-time and regular part-time status employees as paid holidays under this Agreement, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When no work is performed on these days by said eligible employees, said eligible employees shall be paid holiday pay as follows: Regular full-time employees eight hours at their straight-time hourly rate; Regular part-time employees: 4 hours at their regular straight-time hourly rate.

Section 2. Should a holiday listed above fall on Saturday or Sunday, it shall at the option of Employer on each such occasion, be observed on such Saturday or Sunday or on the Friday immediately preceding or on the immediately following Monday.

Section 3. In order to be eligible for holiday pay a regular full time and regular part-time status employee must work his or her scheduled hours on his or her last scheduled workday immediately prior to a holiday and his or her scheduled hours on his or her first scheduled workday immediately following that holiday, unless the employee shall have been unavailable for work because of absence on bona fide paid leave.

Section 4. If a holiday for which holiday pay is due to an eligible regular full time and regular part-time status employee falls during said employee's scheduled vacation or scheduled day off, then the employee shall receive an additional day off at his or her regular straight-time pay at a time within the same pay period, such day to be mutually agreed upon by Employer and employee.

Section 5. Regular status employees who are eligible for holiday pay and who actually work authorized hours on the above-specified holidays shall receive one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all hours worked on said holiday, plus Holiday pay as provided in Section 1 of this Article.

ARTICLE 17

COMPENSATION

Section 1. Wage Scales.

Effective July 1, 2019 bargaining unit employees' regular straight-time hourly rate of pay will be increased by 3% (three percent).

Effective July 1, 2020, bargaining unit employees' regular straight-time hourly rate of pay will be increased by 3% (three percent).

Effective July 1, 2021, bargaining unit employees' regular straight-time hourly rate of pay will be increased by 3% (three percent).

Donor Care positions:

Positions covered by this Agreement shall be structured to consist of two (2) tracks, based upon California Registered Nurse licensure. Additionally, there shall be three (3) levels within the non-RN track based upon specific Donor Care job duties. The primary Job Responsibilities of each level are listed below. Through Level III, duties listed are in addition to those in previous levels. Donor Care Specialists who perform Commercial Driving responsibilities shall be placed in Levels I and, II only and perform Commercial Driver duties in addition to those listed in the Levels.

<i>Level</i>	<i>Track 1 (Non- RN)</i>
I	Initial Training & Whole Blood Phlebotomy
II	Automated red cell and plasma collections

III	Automated platelet collections at least 50% of the time and, for LVN licensed staff, autologous & therapeutic phlebotomies and cell sourcing collections
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A Track 1 employee shall receive a five percent (5%) wage adjustment upon successful completion of his/her initial training on whole blood collections. Upon completions of of successful training on automated red cell and plasma collections, a Track I bargaining unit employee shall be placed in Level II and receive a 5% wage adjustment. Upon completion of successful training on automated platelet collections, a Track 1 bargaining unit employee shall be placed in Level III and receive a 5% wage adjustment.

A Track 1 employee may move through the levels as follows: For Levels one (I) and II, the employee must be proficient at current level before he/she will be considered for movement to the next level. Once the employee is trained and certified on primary responsibilities of the next level, then he/she shall move to the next level. For level three (III), a position must be vacant and available, as determined at Employer's sole discretion. The employee must formally express interest in the position, and the employee is selected by management to move to the next level based upon selection criteria determined by Employer in its sole discretion.

A Donor Care Specialist who performs commercial driver responsibilities after he/she has successfully completed training in Mobile Driver responsibilities, e.g. set up/break down of mobile units including the ability to move heavy loads up to 40 lbs. unassisted, and assigned by management to perform Mobile Driver responsibilities on a regular and routine basis and possesses a valid California Class B (or A) driver's license with airbrakes shall receive a 10% wage adjustment. A Commercial Driver position must be available and vacant, as determined at Employer's sole discretion. The employee must formally express interest in the position and the employee is selected by management to move into a Commercial Driver position based upon selection criteria determined by Employer in its sole discretion.

Bargaining unit employees who possess a valid California Registered Nurse license shall receive a 5% adjustment at each of the following milestones: upon successful completion of training on whole blood collections, successful completion of training on all automated collections, and successful completion of training on charge duties.

Bargaining unit employees required to work on a "mobile assignment" shall receive an extra one dollar (\$1.00) per hour for each hour worked.

An employee who fails to perform the duties within his/her Job Class and Level as assigned for at least three (3) months shall be moved into the Level which corresponds to the specific job duties the employee performs and shall receive a commensurate salary adjustment.

During the term of this collective bargaining agreement, effective the date of Agreement ratification, the wage scales for the tracks and accompanying levels are as follows. The pay range for Employees in Track I Level III who possess a valid California Licensed Vocational Nurse (LVN) license shall be ten percent (10%) higher than those employees without such licensure. The rate of compensation for Donor Care Specialist who performs Commercial Driver responsibilities shall be 5% higher than that of Donor Technician in the same level.

Level	<i>Non-RN Wage Scale</i>		<i>RN Wage Scale</i>	
	Minimum Rate of Pay	Maximum Rate of Pay	Minimum Rate of Pay	Maximum Rate of Pay
I	\$18.35 per hour	\$27.91 per hour		
II	\$20.21 per hour	\$29.32 per hour		
III	\$21.23 per hour	\$30.80 per hour	\$31.27 per hour	\$55.12 per hour
LVN	\$23.35 per hour	\$33.86 per hour		

<i>Donor Care Specialist with Commercial Driver Responsibilities Wage Scale</i>		
Level	Minimum Rate of Pay	Maximum Rate of Pay
I	\$20.22 per hour	\$30.80 per hour
II	\$22.30 per hour	\$32.33 per hour

A five percent (5%) difference shall exist between the levels. Employees who move up to the next level will receive the corresponding salary adjustment, but shall be placed within the wage range established for that position level.

Laboratory Technician Positions:

There shall be two (2) levels of Laboratory Technician:

Level I: A bargaining unit employee who successfully completes initial and hematology training shall receive a 4% wage adjustment.

Level II: A Level I bargaining unit member who successfully completes Bacterial Detection training shall move to level II and receive a 4% wage adjustment; a Level II employee who successfully completes training on "Float" duties shall receive a 4% wage adjustment.

Movement by a Laboratory Technician from level I to level II shall be at the discretion of management.

An employee who fails to perform the duties within his/her Level as assigned for at least three (3) months shall be moved into the Level which corresponds to the specific job duties the employee performs and shall receive a commensurate salary adjustment.

<i>Laboratory Technician Wage Scale</i>	

Level	Minimum Rate of Pay	Maximum Rate of Pay
I	\$18.66 per hour	\$28.60 per hour
II	\$20.18 per hour	\$30.92 per hour

Clinical Laboratory Scientist Positions:

<i>Clinical Laboratory Scientist Wage Scale</i>		
	Minimum Rate of Pay	Maximum Rate of Pay
Processing	\$36.47 per hour	\$52.64 per hour
Reference	\$40.61 per hour	\$58.58 per hour

Hospital Services Technician III Positions:

<i>Hospital Services Technician III Wage Scale</i>		
	Minimum Rate of Pay	Maximum Rate of Pay
	\$18.66 per hour	\$27.49 per hour

Any Occasional or Regular Part-time status employee who has been receiving 7.5% pay in lieu of benefits as of the effective date of this Agreement shall continue to receive such pay as long as he/she remains in the same Occasional or Regular Part-Time status position. Pay in lieu of benefits shall not be provided to employees newly hired or placed in an Occasional Regular Part-time status position after the effective date of this Agreement

This provision of the Collective Bargaining Agreement shall be suspended for the term of this agreement. In addition to the wage increase set forth in this Section 1. Employer may grant employees an additional increase in compensation based on employee performance as solely determined by Employer. Said merit increase shall be based on the employee's annual performance evaluation, commensurate with the following performance evaluation rating scale:

- (1.) An "successful" rating will result in a zero percent (0%) wage increase
- (2.) A "superior" rating will result in a zero percent (0%) wage increase
- (3.) An "exceptional" rating will result in a zero percent (0%) wage increase.

Section 2. Employer reserves the right, in its sole discretion, to pay wages above the wage rates set forth herein for any reason including, but not limited to, meritorious performance and market considerations.

Section 3. Salary Checks. Salary checks are issued biweekly normally (in the event of a holiday, bookkeeping or mechanical failure the checks may be issued at a later date) on Friday. Salary checks shall be made available to employees on the scheduled date of pay as soon as is possible, but no later than the close of the payday.

Section 4. Salary Check Information. Salary checks shall include the following information: pay period, regular hours paid, overtime hours paid, gross amount paid for regular hours, gross amount paid for overtime hours, differentials, if any, total gross earnings, all mandatory taxes withheld, as well as deductions authorized by the employee (i.e., credit union), and net pay. In addition, each salary check shall indicate year to date totals on: gross pay, FICA deducted, federal taxes deducted, state taxes deducted, state disability insurance deducted.

Section 5. Acting Pay. An LVN licensed DCS in Level III assigned by the department manager or designee to relieve and act as the Head Nurse of a particular mobile or center in the absence of a Head Nurse who so performs that duty on that particular mobile or in that center will be paid Three Dollars and 00/100 (\$3.00) per hour when so designated but with no acting pay for work for less than one (1) hour in acting capacity. This section applies to both mobiles and centers.

Any Hospital Services Technician III, Laboratory Technician, or Clinical Laboratory Scientist assigned by the department manager or designee to act as Shift Coordinator will be paid a differential of one dollar (\$1.00) per hour for all hours worked in such capacity.

1. **Section 6. Differentials.** A Laboratory Technician, Hospital Services Technician III, or Clinical Laboratory Scientist required by Employer to regularly work a shift when a majority of hours worked is between 6:00 pm and 12:00 midnight (Shift 2) shall receive a shift premium of 8% of the employee's regular straight-time wage rate per hour for work actually performed as required by the employer. A Laboratory Technician, Hospital Services Technician III, or Clinical Laboratory Scientist required by Employer to regularly work a shift when a majority of hours worked is between 12:00 am and 6:00 am (Shift 3) shall receive a shift premium of 13% of the employee's regular straight-time wage rate per hour for work actually performed as required by the employer. A Laboratory Technician, Hospital Services Technician III, or Clinical Laboratory Scientist assigned to a shift as assigned defined in the Section on a regular, routine, and repeated basis shall be paid shift differential as noted in the section for non-worked hours to which they are entitled, including PTO, STD, Holiday, and Jury Duty. No differential shall be paid pursuant to the terms of this Agreement unless an employee is assigned to a shift as provided above on a regular, routine and repeated basis. Any employee who is receiving a 15% shift differential on a regular, routine and repeated basis for a work shift commencing after 10:59 p.m. but before 4 a.m. at the time this Agreement becomes effective shall receive a 2% salary adjustment to his/her regular straight-time hourly wage rate.

Section 7. A Donor Care employee who becomes certified by the Employer in foreign language translation for donor medical history and phlebotomy purposes shall receive a 1% salary adjustment.

Section 8. Any bargaining unit employee who has successfully completed the Vitalant Train-the-Trainer program shall receive \$1.00 per hour differential pay for any hours spent actually training, as scheduled and pre-approved by Management, excluding those who hold designated training positions.

ARTICLE 18

ON-CALL/STANDBY PAY

Section 1. The on-call/standby provision contained in this Article shall only apply to employees required to be on-call/standby. On-call/standby status will be assigned by the department manager or designee. In assigning on-call/standby status, the department manager or designee will first seek volunteers. If there are an insufficient number of qualified volunteers, employees will be assigned on-call/standby status on a rotating basis to the extent practicable.

Section 2. Employees not required to remain on Employer premises, but who are required to remain on-call and leave word at his or her home and/or with Employer as to where he or she may be reached, shall be paid Two Dollars (\$2.00) per hour for so remaining on call and being available to report to work within one (1) hour and fifteen (15) minutes of beeper or telephone call to so report; shall be paid at the rate of one and one-half (1- 1/2) times the straight-time rate for all hours worked, if called; and shall be guaranteed a minimum of two (2) hours' pay in the event they are required to report and promptly so report. Any employee who is receiving On-Call/Standby Pay at the time this agreement becomes effective shall receive a one-time bonus in the amount equal to the loss of \$0.50 per hour of On-Call/Standby pay based on the amount of the employee's On-Call/Standby hours paid in 2016.

Section 3. Employees assigned to on-call/standby status must remain on-call, leave word at his or her home or with Employer as to where he or she may be reached by beeper or telephone if needed and be able to report to work within one (1) hour and fifteen (15) minutes of beeper or telephone call by Employer and if called to promptly report within one (1) hour and fifteen (15) minutes.

Employer will provide beepers for the on-call use of employees covered by this Agreement for the duration of this Agreement. Employer will provide normal beeper maintenance only and only for normal use as on-call beepers and normal wear and tear resulting directly from such limited use, excluding damage, wear and tear resulting from negligence, recklessness and loss. In the absence of beepers, employees and Employer will use telephones.

Failure to comply with any of the requirements of this Section 3 will result in disciplinary action up to and including discharge.

ARTICLE 19

USE OF PRIVATE AND EMPLOYER VEHICLES

Section 1. Employees required by Employer to use their personal automobiles on official business for the Employer will be reimbursed at the rate allowed by the Internal Revenue Service for business mileage deductions. However, should the IRS raise the statutory amount a taxpayer may deduct for business mileage, the Employer will pay that amount for mileage within a reasonable time after notification. Written authorization for the use of private vehicles must be obtained in advance from the department manager or designee. No employee shall use any private non-Vitalant vehicle for Employer business unless it is mechanically safe and, at the employee's own expense, the employee has at least the minimum insurance coverage as required by law and a valid California driver's license. All employees shall immediately inform Employer of any driving or licensing restrictions, any accidents and/or of any California Motor Vehicle Code moving violations. Failure to notify Employer of these matters shall be grounds for disciplinary action up to and including discharge.

Section 2. Necessary bridge tolls and necessary parking expenses will be reimbursed to the employee using a private non-Employer vehicle or Employer vehicle on behalf of the, Employer provided the employee submits to Employer receipts or other written documentation of such expense satisfactory to Employer within two (2) weeks after incurring the expense.

Section 3. Personnel using either Employer or private vehicles for Employer business are personally responsible for all violations incurred as a result of speeding or violation of other laws relating to the operation of a motor vehicle. Vitalant will not reimburse any employee for traffic or other fines imposed on him/her for violation of the law.

Section 4.

A. Employer shall require employees to drive Employer vehicles between the Employer and mobile sites transporting other employees and/or equipment. A refusal by any employee to drive any mechanically safe vehicle shall result in disciplinary action up to and including termination. An employee who is excluded from regular Employer insurance coverage by Employer's vehicle insurance carrier may be terminated immediately. Authorization must be obtained from Employer before any employee operates a Employer vehicle. Employer may require each employee driver to satisfy Employer with respect to safe driving ability and ability to safely and satisfactorily operate a particular vehicle. Employee drivers must hold a valid California driver's license.

B. As part of the authorization process, Employer will train each employee on each and every type of vehicle he/she is expected to drive. No employee will be disciplined for refusal to drive a vehicle he/she has not been trained to drive.

C. Employer will accommodate disabled employees as required by law.

Section 5

A. No employee shall be required to operate a mechanically unsafe vehicle. Employees shall report any mechanical difficulties or problems to the manager responsible for transportation immediately in accordance with specified procedure.

B. If the mechanical difficulty or problem constitutes a major problem which may involve the safety of those in or about the vehicle, said problem shall be reported to the Manager responsible for transportation immediately. If the mechanical difficulty or problem is of a minor nature, such as a broken windshield wiper blade when it is not raining, said problems shall be reported to the Manager responsible for transportation as soon as possible, but not later than the day in which such mechanical difficulty or problem is discovered.

Section 6. Employer will continue in effect its present automobile insurance coverage or, its substantial equivalent, for employees performing authorized Employer duties in Employer vehicles.

Section 7. Employer will furnish road flares, first aid kit, a fire extinguisher, and flashlight for each vehicle. However, Employer will not replace any such items more often than every three (3) months unless replacement is necessary due to use in the manner and for the purpose for which they are intended or proven theft after physical break-in of a locked vehicle.

ARTICLE 20

HEALTH, MEDICAL, HOSPITALIZATION, DENTAL, VISION CARE INSURANCE AND OTHER BENEFIT PLANS

Section 1. Effective January 1, 2017, Employer will replace the Blood Centers of the Pacific current health, dental, vision, life and accidental death & dismemberment insurance with the Vitalant f/k/a Blood Systems, Inc. programs. During the term of this Agreement, Employer will make such Vitalant plans or their substantial equivalent available. A regular Full-Time status employee shall be eligible for the benefits provided herein on the first day of the month following date of hire.

Section 2. Employer will continue to make available health insurance coverage to all eligible employees in the bargaining unit. Employer reserves the right to select healthcare coverage from any health insurance provider at levels of coverage it deems appropriate; provided that Employer agrees to negotiate the terms of such changes with the Union should any such changes not be substantially similar to the benefits now provided to employees. Any such negotiations shall be subject to the no strike/no lockout provisions of the collective bargaining agreement.

Employer shall pay the same premium costs for healthcare coverage under any plan selected by Employer on behalf of eligible bargaining unit employees and as it pays for its non-Union employees. The employee shall pay any amounts necessary for healthcare coverage that exceeds the amount paid by Employer and hereby authorizes the Employer to deduct any such amounts from the employee's paycheck for remittance to the appropriate health plan.

For employees electing dependent coverage through Employer's health and dental insurance plans, Employer shall pay the same amount of the premium for such coverage as it pays for its non-union employees. The employee shall pay any amounts necessary for dependent coverage and hereby authorizes Employer to deduct any such amounts from the employee's paycheck for remittance to such health insurance plans. Spousal coverage may include coverage for domestic partners (as defined in the Employer's Human Resources Guidelines); provided, however, that said coverage is available from any such health insurance plan selected by Employer and that inclusion of registered domestic partners under any such insurance plan does not result in any additional cost to Employer. Proof of relationship shall be required before an employee may elect such coverage for a domestic partner.

Section 3. If a regular Full-Time status employee who is available to work at least thirty (30) hours per week is not working at least thirty (30) hours per week because of Employer's scheduling but is not on an official layoff, the benefits provided under this Article will continue.

Section 4. Employer will establish (if and to the extent allowed by the Internal Revenue Service and/or any other governing agency) a flexible benefits plan which will allow employees to deduct monies spent for dependent care from pre-tax income.

ARTICLE 21

PENSION

Employer has merged the BCP Retirement Savings Plan with the Vitalant 401(k) Retirement Savings Plan.

ARTICLE 22

PROFESSIONAL LIABILITY INSURANCE

Employer will continue in effect its present professional liability insurance, or its substantial equivalent, for coverage while performing service for this Employer during the term of this Agreement.

ARTICLE 23

BULLETIN BOARD

Employer will make reasonable bulletin board space available to the Union at the Irwin Center, Downtown Center, North Bay Center, and Napa Center for official Union notices only, and subject to the following restrictions: only official Union notices concerning official Union membership meetings, elections, appointments, official Union social affairs, and notices concerning the administration of this Agreement, Union benefits, and a copy of the Agreement may be posted on said bulletin board and only after approval by the Human Resources Manager or designee. All such notices must be dated and signed by an authorized Union Business Representative or officer and presented at least twenty-four (24) hours prior to intended date of posting, to the Human Resources Manager of the Employer, or designee for approval prior to posting. Employer approval

will not be unreasonably withheld. Employer approval will be indicated by the written initials of the Human Resources Manager or designee and the date of approval. Anything posted without compliance with this Article shall be removed. It is the Union Steward's or other Union official's responsibility to remove all material that is unsightly, out of date or no longer necessary. Said bulletin board space shall be located in reasonable proximity to the area where the employees herein record their daily working hours.

ARTICLE 24

SENIORITY

Section 1. Seniority is defined as the length of unbroken service in a bargaining unit classification since an employee's most recent date of hire, rehire, or advancement by Employer to another bargaining unit classification. Seniority shall not apply to promotions, work assignments, or schedules. Leaves of absence and time spent in layoff status shall not constitute a break in service for purposes of this Article, except as otherwise provided in this Agreement. There shall be separate seniority and separate seniority lists for all bargaining unit classifications, including Donor Care Specialist-RN, Donor Care Specialist-LVN, Donor Care Specialists, Donor Care Specialist with commercial driver responsibilities, Laboratory Technicians, Clinical Laboratory Scientists, Clinical Laboratory Scientist Coordinators, Hospital Services Technician IIIs. An employee shall not attain seniority until after he or she has actually worked 910 straight-time hours of actual work for Employer since the most recent date of hire, rehire, or advancement.

Section 2. Seniority, where applicable under this Agreement, shall be applied separately for all job classifications as follows, subject to all the provisions of this Article:

A. In the event Employer reduces the working force and one (1) or more employees are laid off for three (3) or more working days, the last employee hired within a region, job classification, and level shall be the first employee laid off, provided, however, that the remaining employees are able to perform the remaining or available work. In addition, Employer may recall or retain employee(s) out of seniority where there is a demonstrable and substantial difference between the ability, aptitude, qualifications, experience and dependability of such employee(s) and the employee(s) who would otherwise be recalled or retained on the basis of seniority. Should Employer deviate from seniority, Employer will give written notice as soon as reasonably possible to the Union of such deviation setting forth the justification for such action. Employer's action is subject to the grievance procedure and, if filed by the Union, may be filed directly with Employer's Human Resources Manager.

B. Employees on layoff status for less than one (1) year shall be given notice of recall to their former classification prior to the hiring of new employees for that classification and, if available, shall be recalled in inverse order of layoff.

C. **Loss Of Seniority.** Continuous service and seniority for all purposes shall be broken, recall and seniority rights forfeited by, and employment and seniority shall cease for any of the following reasons:

1. Failure to notify Employer and the Union of intent to return to work within two (2) days after the date of recall notice is received by telephone or telegram or other verifiable method and/or failure to report punctually for work within five (5) days after the date recall notice is sent to the employee's last address on record with Employer unless such failure is due to a verified bona fide medical reason.

2. Absence from work for any reason (other than illness) for three (3) or more days, without notice unless failure to give notice is due to verifiable physical inability to give notice, except absences approved in writing by Employer, or otherwise specifically provided for in this Agreement.

3. Voluntary quit.

4. Discharge for just cause.

5. Retirement.

6. Failure to promptly return to work at the expiration of any leave of absence permitted under this Agreement unless such failure is due to a verified bona fide medical reason.

7. Layoff for a period of more than one (1) year.

D. When job vacancies and new positions in the unit occur, Employer will post a notice thereof (including a brief description of duties and qualifications) at the Irwin Center, Downtown Center, North Bay Center and Napa Center for a period of not less than seven (7) calendar days (excluding holidays). All employees interested in being considered for such vacancy shall apply for the vacancy within the time period specified in the posted notice and in the manner specified in the posted notice.

Section 3.

A. Employer will give the Union and the employees as much advance notice of layoff as reasonably practicable consistent with Employer operations and the time of actual knowledge by Employer of layoff and need therefore.

B. Said notice to Union shall be by telephone and confirmed in writing, and shall outline the reasons for layoff. Employer shall meet with the Union concerning such layoff when the Union gives the Human Resources Manager or designee sufficient reasons for such meeting by telephone.

C. Employer will give the employees at least seven (7) calendar days' advance notice of layoff or straight-time pay in lieu thereof, if Employer fails to give said seven (7) calendar days' notice, unless Employer's failure to give such notice is for reasons beyond Employer's control. (However, an employee shall not be paid more than eight (8) hours' pay for any one day of layoff when pay is required by this section in lieu of notice.)

D. Employer will give the employee seven (7) calendar days to apply for open

positions for which the employee is qualified.

ARTICLE 25

PERFORMANCE EVALUATION AND PERSONNEL MATERIAL

Each employee will be evaluated by his/her primary supervisor or designee with input as deemed appropriate by Employer. The written performance evaluation will be privately presented to each employee by Employer no less frequently than once a year. Annual performance evaluations for all bargaining unit members shall be completed in the first quarter and due on or about April 1st of each year for the employees' job performance from the previous calendar year. The employee shall acknowledge reading the performance evaluation by signing the actual copy to be filed with the understanding that such signature merely signifies that the performance evaluation has been read and does not necessarily indicate agreement or disagreement with its contents. A copy of his or her signed performance evaluation and any written reprimand will be given the employee upon his or her request. The employee shall have the right to respond to any material filed in his or her own personnel file and this response will be placed in said employee's personnel file. Employer shall, at reasonable times upon written request of an employee dated and signed by said employee, permit that employee to inspect his or her own personnel file exclusive of privileged third party communications, records of an employee relating to the investigation of a possible criminal offense, and letters of reference. Employee personnel files and information contained therein will be confidential and will not be open to inspection by other individuals except management personnel of this Employer unless Employer is compelled to permit inspection by subpoena or by law. The Union will hold Employer and its agents harmless from any liability, violation or prosecution and the expense of defending and appealing same arising from its or their compliance with this Article.

ARTICLE 26

SCHEDULING

Section 1. Employer shall, to the extent reasonably practicable, post duty schedules and days off as far in advance as possible of the assignment contained therein (including driving assignments), which shall normally be two (2) weeks in advance of the current week. The parties recognize that changes in scheduling and assignments may be necessary from time to time. Employer shall give as much notice of any such change as is reasonably practicable. It shall be the Donor Care Specialist's-RN, Donor Care Specialist's-L VN, and Donor Care Specialist's responsibility on a daily basis to contact the scheduling coordinator after 4:30 p.m. or to telephone Vitalant after 4:30 p.m. to receive a taped message regarding scheduling changes. Vitalant will provide a toll free number or reimburse the employee for telephone calls made to the Vitalant to verify schedules. Employer will make every effort to avoid changing scheduled days off.

Section 2. With the prior written consent of Employer, employees may mutually arrange to switch shifts provided written application, signed and dated by both employees involved in the proposed switch, is made to the department manager or designee not

less than forty-eight (48) hours prior to the date of the proposed shift, both employees are qualified to do the assigned work, and there is no additional cost to Employer.

ARTICLE 27

ATTENDANCE

Section 1. If the Employer, in its sole discretion, perceives that an employee has an attendance and/or tardiness problem, Vitalant may unilaterally place the employee on the attendance program as set forth in Sections 2 through 7 of this Article at Employer's sole discretion. Employer has provided a letter to the Union setting forth the guidelines it is using to determine if an employee will be placed on the attendance program. Employees shall be placed on the Attendance Program upon the fifth occurrence as defined in the Employer's Attendance Program. Employer reserves the right to alter, modify, add to, subtract from, delete, revise or otherwise change said guidelines at any time in its sole discretion, with or without notice to the Union. Placement of an employee on this program cannot be grieved by either the employee or the Union and is not subject to the grievance and arbitration provisions set forth in this Agreement.

Section 2. The Employer will maintain a record of each absence, tardiness or early leave for each employee. Each time an employee is absent on a weekday, he/she will receive two (2) points. Each time an employee is absent on the day before and/or the day after a scheduled day off, he/she shall receive three (3) points. Each time an employee is tardy or leaves early, he/she will receive one (1) point. Employees will be notified of points accrued upon request.

The maximum number of points for consecutive days missed is three (3) unless one of the days is the day before and/or the day after a scheduled day off in which case the maximum number will be four (4).

Section 3. **Exceptions.** An employee will not receive any points for absence, tardiness or early leave due to any of the following reasons:

1. Bereavement leave as provided in this Agreement.
2. Injury on the job, where the absence or early leave is authorized by the supervisor or designee on duty.
3. Preauthorized vacation as provided in this Agreement.
4. Jury duty as provided in this Agreement (excluding eligibility requirements).
5. Preauthorized leave of absence as provided in this Agreement.
6. Court subpoena, provided the employee notifies and supplies the Blood Centers with a copy of the subpoena at least forty-eight (48) hours prior to the

day on which attendance is required in court. If the subpoena is received within forty-eight (48) hours of the day on which attendance is required, the employee must notify the Vitalant and supply the Vitalant with a copy of the subpoena immediately.

7. Holidays as provided in this Agreement.

8. If the department manager or designee directs an employee to leave early due to lack of work or by mutual agreement, an employee is permitted to leave early due to lack of work.

9. Tardiness where an employee who was not on-call was not given at least four (4) hours' notice of starting time, or tardiness where an on-call employee was not given one (1) hour and fifteen (15) minutes in which to report.

10. Disciplinary suspension.

11. Military leave.

12. Absence or tardiness due to medical or dental appointment scheduled by an employee on his/her scheduled day off where the employee has given two (2) weeks' written notice of the appointment to the department manager or designee but where Employer has given less than two (2) weeks' notice of a scheduling change requiring the employee's attendance at the Employer. Employees, upon request from the Employer will provide written verification from their doctor or dentist establishing the date and time of the medical and/or dental appointment.

13. Necessary reasonable accommodation of a disability as defined by the Americans with Disabilities Act; provided such accommodation does not cause undue hardship to Employer as determined solely by Employer.

14. Absences covered under federal Family & Medical Leave Act (FMLA), California Family Rights Act (CFRA) regulations and California Labor Code, Section 233.

Section 4. **Credits.** Employees may earn credits to offset absence, tardiness or early leave points. One (1) credit shall offset one (1) point. One (1) credit will be earned for each calendar month of attendance without any points. Employees will be permitted to accumulate each calendar year credit points up to ten (10). Disciplinary action (including letters and/or warnings and/or suspensions) will not be taken (or reissued) because an employee receives credits. Employees will be notified of credits earned upon request.

Section 5. **Discipline.** As an employee's points in excess of credits accumulate, the Blood Centers shall take the following disciplinary action:

<u>Points</u>	<u>Discipline</u>
3 points	Written record of verbal warning
6 points	Written warning
8 points	Three-day suspension

10 points

Termination

Any employee who, after being suspended pursuant to Article 27 two (2) times in any twelve (12) month period receives the stated number of points which would otherwise result in a third (3rd) suspension within the same rolling twelve (12) month period will be terminated immediately. Any employee who is subject to placement on the Attendance Program for a third (3rd) time within a five (5) year period shall be terminated.

Section 6. The counting of credits and points will begin at zero (0) when an employee is placed on the program. After twelve (12) consecutive months on the program, credits and points will begin again at zero (0). Any employee placed on the program will remain on the program for at least twelve (12) consecutive months; provided, if his/her balance is three (3) points or less and he/she has been on the program for six (6) consecutive months, the Employer will remove the employee from the program at that time. Neither the removal of the employee from the program nor placement of the employee on the program can be grieved by either the employee or the Union and neither is subject to the grievance and arbitration provisions set forth in this Agreement.

Section 7. Employer reserves the right to apply the attendance program set forth in this Article to employees during their orientation period but Employer is not required to do so and Employer expressly reserves the right to terminate an employee during his/her orientation period pursuant to Article 8 notwithstanding the attendance program set forth in this Article.

ARTICLE 28

HOURS OF WORK AND OVERTIME

Section 1. This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week and in no manner shall limit Employer in requiring longer hours of work as long as the overtime requirements as set forth in this Agreement are met. It is Employer's preference and intent to hire employees to perform services for 2,080 hours each year as far as practicable, consistent with the needs of Employer operations, or when mutually agreeable between Employer and the employee to hire employees for a specific number of hours less than 2,080. Employer shall continue its current practice of offering regular full-time status employees the opportunity to work a full eight (8) hour day where reasonably practicable consistent with the needs of the Employer operations. To the extent practicable, Employer agrees to schedule employees such that employees will not be scheduled to work at least one (1) full weekend in each month.

Section 2. The workweek shall be the period beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight the following Saturday. The normal workweek for regular status employees shall be between thirty (30) and forty (40) hours of work performed during the period defined above as the workweek. The normal workweek shall not exceed work on five (5) calendar days. Employer, in its sole discretion, shall have the authority to assign mandatory overtime. Refusal to work assigned, scheduled, extended or overtime hours shall result in disciplinary action up to and including discharge. Holidays not worked or bona fide absence on

other paid leave provided by this Agreement shall not count as hours worked for purposes of computing overtime.

Section 3. The normal workday shall be eight (8) or fewer hours of work, exclusive of meal periods.

Section 4. There shall be a thirty (30) minute unpaid meal period for employees whose workday consists of more than six (6) consecutive hours. Employer will, insofar as is practicable based on operational conditions at the time, provide relief for unpaid meal periods at the midpoint of the scheduled hours for a particular workday and/or prior to the beginning of the sixth (6th) hour of such scheduled workday. All meal periods taken must be accurately recorded at the time taken by each employee on his or her own time record in accordance with Employer's timekeeping policies.

Section 5. Employees will receive a fifteen (15) minute rest period for every four (4) consecutive hours of work.

Should an employee, due to the need to service the public and process the volume of donors at a mobile or other location, or other sound Employer operational reason, be required by Employer to forego one or more of the fifteen (15) minute rest periods, every effort shall be extended to provide the employee with cumulative rest totaling the number of rest period time minutes provided by the above formula during the course of the same workday. All missed rest period time must be reported by the employee in accordance with the Employer's timekeeping policies.

Section 6. All work actually performed in excess of forty (40) hours of straight-time work in any single workweek, or in excess of eight (8) hours of straight-time work in any single workday, shall be paid at the rate of one and one-half (1-1/2) times the applicable straight-time rate of pay. Any work actually performed in excess of twelve (12) hours' straight-time work on any single workday shall be at the rate of two (2) times the applicable straight-time rate of pay.

Section 7. Employees, who for personal convenience, drive private non-Vitalant vehicles to mobile sites must provide Employer with at least one (1) hour verbal notice prior to the scheduled departure of the mobile. Said employee must arrive at the mobile site as scheduled. Under no circumstances shall an employee receive mileage, expenses, or payment for travel time when a private or non-Vitalant vehicle is used for the convenience of the employee.

Section 8. Under no circumstances shall eligible donors who physically appear at a Employer location within fifteen (15) minutes after the posted donor closing time be turned away without prior approval of Employer.

Section 9. All working time shall be calculated in increments of fifteen (15) minutes or major fractions thereof (i.e., an employee stopping work at 6:07 will be deemed to have ceased work at 6:00; an employee stopping work at 6:08 will be deemed to have ceased work at 6:15). The foregoing applies to compensation only and in no way modifies the requirements of punctuality and adherence to the employee's schedule.

Section 10. Regardless of scheduled hours for opening a mobile, the employee in charge shall order work to begin in advance of the scheduled opening, if (a) donors are waiting; and (b) he or she determines the mobile is sufficiently set up to begin operations, and all staff members shall comply.

Section 11. An employee reporting to work shall not record in (clock in) earlier than five (5) minutes prior to his or her scheduled time for beginning the workday unless requested to do so by Employer.

Section 12. To the extent practicable, Employer will schedule employees to leave the Center at a time which, given estimated travel time in compliance with speed limits, should allow such employee to reach the mobile site as scheduled.

Section 13. To the extent practicable, Employer will try to avoid scheduling employees to start work within twelve (12) hours after the completion of a prior work period. The parties recognize there may be occasions when employees will be scheduled to work within twelve (12) hours of the completion of a prior work period.

Section 14. Employees shall be paid for all hours worked.

Section 15. This Employer is engaged in providing critical life saving services. Nothing herein shall prevent or restrict Employer from performing to the fullest, its life saving and critical services to hospitals, doctors, patients, and the community, in the event of an emergency, disaster, or other need for Employer services.

Section 16. Employer will make every reasonable effort to give employees maximum notice of nonscheduled work.

Section 17. There shall be no pyramiding or duplication of overtime or other premium pay.

Section 18. Meal periods are excluded from all working time and computation thereof except as otherwise expressly provided herein.

Section 19. When a Clinical Laboratory Scientist is required to work overtime hours, his/her supervisor, in the supervisor's sole discretion, may adjust the employee's regularly scheduled hours upon the employee's request.

Section 20. An employee who actually and necessarily drives Employer staff in a Employer vehicle fifty (50) miles or more to or from a mobile collections site shall be entitled to a ten (10) minute rest period after arrival to the mobile site to which he/she has driven and after mobile unit set-up procedures are completed, and a ten (10) minute rest period prior to leaving the mobile site for return to the Employer point of origin and after mobile unit breakdown procedures are completed as assigned. Donor Care Specialists with commercial driver responsibilities shall be assigned rest periods for driving in accordance with U.S. Department of Transportation requirements. These rest periods are expressly for the purpose of providing rest and relaxation to the vehicle driver and are in addition to other rest periods referred to in this Agreement.

ARTICLE 29

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 1. Employer shall provide orientation for new employees concerning the objectives, purposes, and organization of Employer, its facilities, area of service and responsibility, and its policies and procedures. As is customary, all newly hired employees shall work under the direct supervision of a qualified coemployee or supervisor or designee to assure competence. However, consistent with valid federal and state laws and regulations, AABB and Employer Standards and Policies, the Employer's physician on duty is the final authority in all matters concerning medical questions, standards and procedures. Employees are required to comply with all safety practices, guidelines and rules; provided, however, that employees will not be disciplined for failure to utilize protective clothing and/or equipment which Employer has not provided.

Section 2. If a DCS-RN, DCS-LVN, or DCS is unable to perform a particular venipuncture, without advice or assistance, he or she shall request advice and/or assistance of the supervisor or designee. After consultation with the supervisor or designee, the DCS-RN, DCS-LVN, or DCS will perform the venipuncture and complete the required procedure for blood procurement, if able to do so. If the DCS-RN, DCS-LVN, or DCS is unable to perform the venipuncture after such consultation, the supervisor or designee will perform the venipuncture and the DCS-RN, DCR-LVN or DCS will then complete the required procedure for blood procurement.

Section 3. Insofar as it is a requirement of the State of California for the maintenance of licensure, Employer shall provide for DCS- RNs and DCS-LVNs four (4) hours of approved continuing education each calendar year of this Agreement to help employees improve their respective job skills, learn new procedures, and achieve credit toward relicensure. Employer shall develop a continuing education program consistent with requirements for relicensure set forth by the State of California. Satisfactory attendance for any full session of said continuing education sessions shall qualify employees of this Employer for straight-time hourly rate of pay for such attendance. There shall be no accrual, accumulation, or carryover of continuing education hours from one calendar year to another calendar year.

Programs sponsored by the AABB or California Blood Bank System, which Employer determines necessary will be considered working time for overtime computation for DCS-RNs or DCSs. Reasonable expenses necessarily incurred by DCS-RN or DCS to attend AABB or CBBS seminars or programs authorized by Employer will consist of necessary transportation, subsistence, and housing, verified by itemized written receipts. Said itemized written receipts must be submitted at the time requests for reimbursement are made and are required for reimbursement.

In addition, Employer will pay each eligible DCS RN or LVN or Clinical Laboratory Scientist sixteen (16) hours' straight-time pay for every two year period of this contract, for attending approved continuing education courses not provided or conducted by Employer, including courses conducted off premises, subject to the following restrictions and conditions:

(a) The DCS RN or DCS-LVN, or Clinical Laboratory Scientist must have successfully completed his/her probationary period in order to be eligible;

(b) Said continuing education must be used during the two (2) year period in which it is earned or it will be lost because it cannot be carried forward. There is no pay in lieu of continuing education;

(c) The DCS RN or DCS-LVN, or Clinical Laboratory Scientist must make a written request for any said continuing education, specifically identifying the continuing education course which he or she would like to take;

(d) The DCS RN or DCS-LVN, or Clinical Laboratory Scientist must make said specific request in writing five (5) weeks prior to the commencement of said requested continuing education course and must take the course as scheduled by the department manager or designee;

(e) Not more than one (1) DCS- RN or DCS-LVN may be absent for continuing education purposes at the same time, nor shall more than one Clinical Laboratory Scientist be absent for continuing education purposes at the same time, except as specifically provided in the following sentence: When reasonably practicable under the Employer's operating and staffing conditions at the time, two (2) DCS-RNs or DCS-LVNs may be absent for continuing education purposes at the same time, and two (2) Clinical Laboratory Scientists may be absent for continuing education purposes at the same time;

(f) Each DCS-RN or DCS-LVN or Clinical Laboratory Scientist shall provide proof of acceptance and attendance at any said continuing education course to his/her supervisor or designee as soon as possible following attendance at said course;

(g) Continuing education shall be taken and paid in either two (2) eight (8) hour blocks or as one (1) sixteen (16) hour block;

(h) Said continuing education course shall be consistent with relicensure requirements promulgated by the State of California; and

(i) All arrangements for said continuing education shall be subject to Employer approval, including consideration of the Employer's staffing and operational needs at the time. Approval will not be unreasonably withheld.

Section 4. A maximum of \$5,000 per calendar year will be available to regular status full-time bargaining unit employees and a maximum of \$2,500 shall be available to Regular part-time bargaining unit employees who have completed six months of service for tuition reimbursement (100 percent) and/or the purchase of books (to a maximum of 50 percent) for preapproved courses. Approval of courses shall be at the sole and complete discretion of Employer; approved courses must be scheduled during nonworking time, must relate to the bargaining unit employee's current job duties or future career growth with Employer and must be taken at an accredited institution. Should a bargaining unit employee who receives tuition reimbursement from Employer under this provision voluntarily leave employment within twelve (12) months of completing the course(s), he/she shall be required to repay Employer on a prorata basis for all funds received for such course(s).

Section 5. A bargaining unit employee may not leave his/her assigned workstation until relieved at the direction of his/her Manager or designee. Clinical Laboratory Scientists must, if they are unable to locate his/her Manager or designee, write legibly on the laboratory board the employee's name, the location where the employee shall be found, the time the employee is leaving his/her workstation, and the estimated time of the employee's return to his/her workstation.

An employee who is unable to report to work as scheduled must call his or her Supervisor or any Supervisor prior to commencement of the employee's shift. If a Supervisor is not present at a Vitalant Center, the employee must leave a message with Vitalant prior to the commencement of his or her shift and must speak to a Supervisor at the Vitalant Centers prior to the end of his or her shift.

Section 6. Employees shall be responsible for maintaining the cleanliness of the workstation he or she is staffing, as well as the care and sterile technique with which materials, supplies and instruments are used.

Section 7. In the thirteenth (13th) month following completion of twelve (12) consecutive months of satisfactory service (commencing on initial date of hire or rehire) and upon the anniversary of that date thereafter, regular status DCS-RN, DCS-LVN, and DCS shall be eligible for uniform reimbursement under the following terms and conditions:

(a) Eligible employees shall be eligible to receive reimbursement for the purchase of approved uniforms of up to Two Hundred and No/100 Dollars (\$200) per year; and

(b) Reimbursement for approved uniforms will be made only during an employee's anniversary month (the thirteenth (13th) month following hire or rehire) and only upon presentation of receipts which specifically state the uniform style number for the purchase of approved uniforms.

Approved uniforms shall include uniform scrub top and/or jacket; scrub pants must be the same color as the scrub top or white; pants must be ankle-length or longer. Acceptable scrub colors will be determined from time to time by Management. Employees cannot wear dangling jewelry and long hair must be pulled back so as not to interfere with job duties.

Only approved uniforms may be worn. Employees who report to work in clothing other than approved uniforms will be required to return home and report back to work in an approved uniform. Time spent traveling to and from home and/or time spent changing into an approved uniform will not be paid time. Absences or tardiness resulting from failing to report to work in an approved uniform will be recorded as unscheduled absences.

Section 8. The Employer will make available to all bargaining unit employees laboratory coats and, during the term of this Agreement, the Employer will launder said coats at its expense.

Section 9. Hospital Services Technicians III will not be routinely assigned nondispensing duties on a regular basis except for emergencies and/or past practice and/or the needs of the Employer at the time.

Section 10. To the extent reasonably practicable, consistent with immediate conditions of the Employer's operations, the Employer will make reasonable effort to vary Donor Technician I (excluding new hires) duties.

Section 11. Employer will consider suggestions, submitted in writing, for additional professional literature for inclusion in the professional literature already provided in Employer's library. Employer shall provide reasonable access to this literature.

Section 12. Bargaining unit employees' duties, assignments and performance shall conform to all applicable, valid state and federal laws and regulations, Employer and AABB Medical Standards, Policies and Procedures. Copies of said laws, regulations, standards, policies and procedures shall be available at all Employer locations.

Bargaining unit employees shall comply with all safety practices, guidelines and rules; provided, however, bargaining unit employees will not be disciplined for failure to utilize protective clothing and/or equipment which the Employer has not provided.

The Employer will comply with all pertinent federal, state and local laws regarding the health and safety of its employees.

Section 13. Employer shall use its best efforts to maintain in good condition all equipment (including suction and oxygen equipment) and see that adequate supplies are readily available.

Section 14. Employer will use its best efforts to select mobile sites with reasonable access to restrooms, hot running water, adequate lighting, and generally safe conditions.

Section 15. The Department Director/Manager and designees, including Head Nurses, DCS-RNs relieving in the position of supervisors are responsible for being in charge of collection department functions at mobile sites as well as permanent locations of this Employer. Should it become necessary, these authorized persons may dismiss, or cause to be dismissed, for the remainder of the workday (or portion thereof) any DCS-RN, DCS-LVN, or DCS whose performance or inability to perform impairs the safety of the Employer operation at the time, or places employees of the Employer or the Employer in malpractice or liability jeopardy. As soon as is practicable, consistent with operations at the time, the department manager or designee will meet with the DCS-RN who caused the dismissal action, the employee so dismissed and the Union Steward, if the employee wishes, to recite verbally, followed in writing as soon as possible, the action, inaction or occurrence necessitating the dismissal, and further disciplinary action to be taken, if any. The Union shall receive a copy of the written documentation and action taken and shall have the right to pursue relief as may be afforded in Article 7.

Section 16. When an employee who is required by Employer to go on an extended mobile unit, she/he shall receive travel allowance (meals and/or accommodations) in accordance with Employer's travel policy.

Section 17. Regular status bargaining unit employees shall be provided with travel/accident insurance coverage while traveling on Employer business on the same terms and conditions as said insurance is provided to all other employees of Employer.

Section 18. Regular status bargaining unit employees shall have available an opportunity to purchase personal auto, home, property and umbrella liability insurance at group rates and shall be permitted to pay for said insurance through payroll deductions. Such liability insurance shall be made available to said bargaining unit employees on the same terms and conditions as said insurance is provided to all other employees of Employer.

Section 19. If Employer has reasonable grounds to believe that an employee is intoxicated or under the influence of controlled substances or alcohol and is in a position where such impairment presents a clear and present danger to the physical safety of the employee, another employee or to a member of the public, the employee may be directed to undergo an immediate physical examination, including controlled substance and/or alcohol testing at an independent licensed laboratory, to determine the employee's compliance with Employer policy and fitness for duty. A reasonable suspicion may be based upon the employee appearance, behavior, body odors, speech or upon other factors constituting reasonable suspicion.

Section 20. Employer agrees to contribute Twenty Five Dollars (\$25.00) toward employee pretax public transit vouchers.

Section 21. Employer agrees to pay for licensures and certifications that are required for the positions covered by this Agreement including Registered Nurse license, Licensed Vocational Nurse license, Clinical Laboratory Scientist license, Commercial Driver's license (including required medical examination), and Cardio Resuscitation (CPR) certification.

Section 22. Subject to its Human Resources Guidelines, Employer shall conduct post-offer, pre-employment drug and alcohol screening.

ARTICLE 30 THE JOINT COMMITTEE

Section 1. The parties agree that good faith communication is essential to the effective implementation of this Agreement. Therefore, Employer will designate not more than four (4) management representatives, one of whom shall be the Human Resources Manager, who shall meet upon request not more frequently than once every two (2) months (or more or less frequently by mutual agreement) with a Committee of not more than four (4) employees of Employer appointed as representatives of the Union. The purpose of such meetings will be to discuss matters of mutual concern, excluding matters subject to the grievance procedure. It is not the intent of the parties to discourage the use of other channels of communication with supervisors or management which may be more appropriate or timely, but rather to provide an additional structured mechanism to supplement such other channels. The Committee's findings, if any, shall be advisory on the parties.

Section 2. Meetings will be scheduled by mutual agreement between management and the employees of this Employer who at that time are the Union members of the

Joint Committee. The party seeking the meeting shall endeavor to give the other party ten (10) working days advance notice of the desire to meet. Said employees will receive normal straight-time pay in an amount not to exceed a maximum total of one (1) hour per meeting for attendance or as a result of attendance at such meeting. Under no circumstances shall employee Union representatives receive overtime or other premium pay for attendance or as a result of attendance at any Joint Committee meeting provided for by this Article and under no circumstances will such time be computed as overtime or other premium time.

ARTICLE 31

MOBILE STAFFING

BEDS	4	6	8	12	16	20	24
HN	1	1	1	1	1	1	1
DCS-RN, DCS-LVN, DCS, DCS DRIVER	1	2	3	5	6	8	10
OTHER ¹	1	2	2	3	3	4	5

Section 1. The staff complement for a scheduled donor mobile operation in excess of two (2) hours will consist of two (2) DCS-RNs, DCS-LVNs, DCS, or DCS Drivers and one (1) other.

Section 2. If Rest Beds are authorized at a mobile with 6 to 8 beds by department manager or designee, another person will be assigned as part of that mobile's staff complement.

Section 3. An assistant should be assigned to staff a booth with a DCS-RN, DCS-LVN, DCS, or DCS Drivers whenever possible when Rest Beds are in use in that particular booth at that mobile.

Section 4. The department manager or designee must authorize the setting up and use of Rest Beds for all mobile operations.

Section 5. Employer shall determine to its best ability the number of anticipated donors to be received and after such determination shall determine the number of beds to be set up or utilized.

Section 6. Employer shall provide the staffing complement outlined above based on the number of beds required.

Section 7. Employer shall be relieved from strict adherence to the staffing complement to the extent that unanticipated absences or other events reasonably beyond the

¹ Other staff shall be defined as a person trained in Donor Collection functions.

control of Employer prevent the staffing complement from being maintained. Under such circumstances, Employer will use its best efforts to relieve staff from the impact of such staffing shortage.

Section 8. Should the number of donors who actually appear to donate blood be significantly less than the number anticipated, Employer may adjust staffing to the extent that beds which have been set up are not occupied. Should the number of donors significantly exceed the number anticipated, Employer will use its best efforts to supplement the staffing to reasonable levels consistent with the staffing complement required.

Section 9. The above mobile staffing does not include canteen/reception coverage on a regular, planned or continuous basis, but does not preclude the use of the aforementioned staff from working in the canteen/reception if the mobile operation at the time so permits.

Section 10. At all times a Registered Nurse or a person with a higher license will be on-site.

Section 11. This Article applies to mobiles only.

ARTICLE 32

PARAGRAPH HEADINGS

Paragraph headings and subheadings in this Agreement are provided for convenience only and in no way are to be construed to define, limit or affect the construction and interpretation thereof.

ARTICLE 33

NEW JOB CLASSIFICATIONS

If Employer establishes new classifications within the representational unit, the titles, qualifications, responsibilities, and rate of compensation shall be determined by Employer. Employer shall notify the Union in writing of the establishment of any new job classification, its title, qualifications, responsibilities and rate of compensation. If the Union believes the rate of pay is unsatisfactory, it shall have the right, within fourteen (14) calendar days of such notice, to request in writing negotiations with Employer regarding wages, and Employer will agree to negotiate regarding wages for the new classification.

ARTICLE 34

WAIVER

The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent for any further waiver of any such breach of condition.

ARTICLE 35

SOLE AND ENTIRE AGREEMENT

Section 1. This Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire Agreement between the parties hereto, and supersedes all prior agreements and understandings, oral or written, expressed or implied, practices or past practices, between Employer and the Union or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

Section 2. Employer and the Union warrant and agree that neither of them is under any disability of any kind that will prevent either from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement. The individuals signing this Agreement do so in their official capacities and the signatories thereto guarantee and warrant their authority to act for and bind the respective party whom their signature purports to represent. This Agreement contains all the covenants, stipulations, agreements, and provisions agreed upon by the parties hereto, and no agent or representative of either party has authority to make, none of the parties shall be bound by nor liable for, any statement, representation, promise, inducement, or agreement not set forth herein.

Section 3. Employer and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Employer and the Union, for the life of this Agreement, unqualifiedly agree that the other shall not be obligated to bargain collectively with respect to any matter not specifically agreed to in this Agreement, regardless of whether such matter was or was not within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement. With respect to the negotiations leading to the execution of this Agreement, the fact that a proposal was made and withdrawn during the course of those negotiations shall not be used to prove that the party making the proposal had in any manner given up any rights granted to him elsewhere in this Agreement.

ARTICLE 36

SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any court, governmental authority, or any agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event that any Article, Section, or portion of this Agreement shall be declared invalid by a court of competent jurisdiction, or is in contravention of any federal, state or local law or regulation, the remaining provisions of this Agreement shall not be invalidated thereby and shall remain in full force and effect.

ARTICLE 37

NOTICE

Unless otherwise provided herein, whenever provision is made in this Agreement for the giving, service or delivery of any written notice, statement or other instrument upon a party to this Agreement, the same shall be deemed to have been duly given, served and delivered either upon personal delivery by or mailing the same by United States certified mail, return receipt requested, to the party entitled thereto at the address set forth below:

EMPLOYER: Human Resources Manager
Vitalant F/K/A Blood Systems, Inc./Blood Centers of the
Pacific Division 270 Masonic Avenue
San Francisco, California 94118

UNION: Worksite Organizer
Service Employees International Union, Local 1021
350 Rhode Island, Suite 100 South
San Francisco, CA 94103

Either party may change the address to which the above notices shall be given by written notice sent in accordance with the provisions of this Article.

ARTICLE 38

TERM OF AGREEMENT

This Agreement shall be effective prospectively from July 1, 2019 except as otherwise provided, and shall continue in full force and effect thereafter to and including May 31, 2022 and shall be automatically renewed for one (1) additional year thereafter unless either party serves certified mail notice on the other in writing at least sixty (60) days prior to such termination date, or any subsequent anniversary date, of its desire to terminate, modify or amend this Agreement.

SIDE LETTER NO. 1

TEN (10) OR TWELVE (12) HOUR SHIFTS

THIS SIDE LETTER NO. 1 is made and entered into by and between BLOOD SYSTEMS, INC. on behalf of its operating division Blood Centers of the Pacific located in San Francisco, California (hereinafter referred to as "Employer") and SOCIAL SERVICES UNION LOCAL 1021, SERVICE EMPLOYEES INTERNATIONAL UNION (hereinafter referred to as "Union").

Employer and Union hereby agree that Employer shall have the right to establish ten (10) or twelve (12) hour shifts for Donor Care Specialists-RN and Donor Care Specialists-LVN in the exercise of its sole discretion.



Side Note #2
Scheduling Guidelines

Purpose:

- To ensure equitable and fair accommodations are given while creating the schedules.
 - Maximize days available for PTO and AVR.
-

Scheduling Guidelines:

- Each employee will be given (1) one full weekend off each month-*per CBA Article 28 section 1.*
 - AVR requests must be submitted to scheduling by ***TBD October date of current year.***
-

Instructions:

This packet contains both the Instruction Sheets and the Forms to fill out in order to request both your annual AVR and annual PTO. Please review carefully and ensure the forms are turned in by the deadlines listed above.

Please direct any questions you may have to:

- Tammy Kummer: Office 707-545-1222 ext. 813 Mobile: 707-328-3155
- Michele Beretta: Office 415-794-6623 Mobile: 415-686-1089



ANNUAL VACATION REQUEST (AVR) INSTRUCTIONS v2.0

Purpose: This form is used to submit Annual Vacation Requests (AVR)

Definitions: **Annual Vacation Requests (AVR):** A request for planned vacation time for the upcoming year. **This requires the use of PTO hours.** These requests are processed by seniority (Hire Date and Region) and in order of priority

AVR Guidelines:

- AVR requests may not exceed 14 days per request. ***Requests over 14 days-see scheduling supervisor prior to submitting.*
 - AVR requests must be submitted each year by the submission date.
 - AVR requests are approved by seniority then by priority requests.
 - AVR approvals will be rescinded in part or in full if PTO balance is not available.
 - Employees are responsible for checking their PTO balance.
-

Instructions:

STEP	Action
1	Complete the top portion with your Name, Today's Date, Department, Hire Date and Signature
2	Complete the Annual Vacation Requests by listing your top 3 choices of vacation <i>in order of priority.</i> <ul style="list-style-type: none">• Each priority choice can have a maximum of two weeks (14 days) total (i.e. two consecutive weeks OR multiple requests totaling a maximum of 14 days).• Only one (1) major holiday per priority choice (i.e. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas).• There will be a rotation and tracking for Holidays in order to ensure equity.
3	Send completed form to the Scheduling Department by required submission date. Note: Date will be determined yearly and communicated to all Donor Care Staff via email.



ANNUAL VACATION REQUEST (AVR) FORM v2.0

Name: _____ Today's Date: _____

Hire Date _____ Signature _____

Staff Comments _____

***Each priority choice can have a maximum of two weeks (14 days) total (i.e. two consecutive weeks OR multiple requests totaling a maximum of 14 days).*

*** AVR approvals will be rescinded in part or in full if PTO balance is not available.*

Please list your top 3 choices ***in order of priority***. Send completed forms to the **Scheduling Department**

#1 Priority Choice: Beginning Date _____ through & including _____

Approved : _____

Declined: _____

Scheduling Comments: _____

#2 Priority Choice: Beginning Date _____ through & including _____

Approved : _____

Declined: _____

Scheduling Comments: _____

#3 Priority Choice: Beginning Date _____ through & including _____

Approved : _____

Declined: _____

Scheduling Comments: _____

Scheduling Dept. Use Only:

Initials: _____ ***Date:*** _____ ***Schedule/Calendar Updated***



PTO/SCHEDULE REQUEST INSTRUCTIONS (NON-AVR) v2.0

Purpose: This form is used to submit individual PTO days and schedule requests.

Definitions:

- **PTO Requests:** This **requires the use of PTO hours**. Processed on a first come, first served basis. PTO days requested for the following calendar year will be processed after the Annual Vacation Requests (AVR) requests are granted.
 - **Schedule Requests (requesting a regularly scheduled day off):** A request for a regularly scheduled day/s off but you are able to work an alternate days/s in its place. This **does not require the use of PTO hours**. Processed on a first come, first served basis. PTO days requested for the following calendar year will be processed after the Annual Vacation Requests (AVR) requests are granted.
 - **Partial Day Requests:** This **requires the use of PTO hours/minutes**. Processed on a first come, first served basis.
-

PTO/Scheduling Guidelines:

- Requests must be submitted within reasonably set time frames.
 - Approvals will be based on the guidelines for number of scheduled personnel per shift.
 - PTO will not be granted on large events (*Black Out Dates*).
 - PTO approvals will be rescinded in part or in full if PTO balance is not available.
 - Employees are responsible for checking their PTO balance.
-

Instructions:

STEP	Action
1	Complete the top portion with your Name, Today's Date, Department, Hire Date and Signature
2	Complete the PTO request, schedule request or partial day request section.
3	Send completed form to the Scheduling Department within recommended submission time.



PTO/SCHEDULE REQUEST FORM (NON-AVR) v2.0

Name: _____ Today's Date: _____

**** Approvals will be rescinded in part or in full if PTO balance is not available.**

Please select one of the three options below. Send completed forms to the Scheduling Department

PTO REQUEST:

This request means you are requesting day/s off and it **uses PTO hours**

Beginning Date: _____ through & including _____

Employee Comments: _____

SCHEDULE REQUEST (Regularly scheduled day off):

This request means you are requesting day/s off but still want to be scheduled your usual number of days in a week. Schedule requests must fall within the same week. This **does not use PTO** hours.

Date: _____

Employee Comment: _____

PARTIAL DAY OFF REQUEST

I am requesting to be off (Date) _____ from _____ (AM/PM) to _____ (AM/PM)

Employee Comment: _____

Scheduling Dept Use Only:

Approved _____

*Denied/Listed as a back up** _____
(will be approved from list, if production needs allow)

Denied- *Blackout Date* *Other* _____

Scheduling Comments: _____

Initials: _____ *Date:* _____

Calendar *Hemasphere* *Kronos*

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COLLECTIVE BARGAINING

AGREEMENT

Between

Vitalant

on behalf of its operating division located in San Francisco, California

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 (SEIU Local 1021)

**DONOR CARE SPECIALISTS - RN, DONOR CARE SPECIALISTS - LVN, DONOR CARE SPECIALISTS,
HOSPITAL SERVICES TECHNICIANS III, CLINICAL LABORATORY SCIENTISTS, LABORATORY
TECHNICIANS**

June 1, 2019 through May 31, 2022

AGREED, this 4th day of September, 2019, at San Francisco, California.

FOR VITALANT



Michele Beretta, Manager, Human Resources

FOR SEIU LOCAL 1021

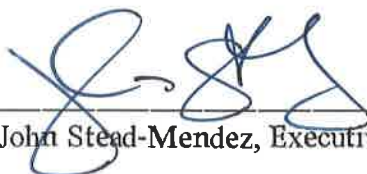


(Olivia Miranda, Donor Care Specialist III, Bargaining Team

(Monique Wild, Field Representative, SEIU Local 1021



(Del Mallory, Region A Director, SEIU Local 1021



(John Stead-Mendez, Executive Director, SEIU Local 1021

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