



Office and Professional Employees International Union
2900 Eastlake Avenue E. #220 • Seattle, WA 98102 • (206) 441-8880 • 1-800-600-2433

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CASCADE REGIONAL BLOOD SERVICES

AND

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO**

FOR THE PERIOD OF

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – CASCADE REGIONAL BLOOD SERVICES

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COLLECTIVE BARGAINING AGREEMENT

CASCADE REGIONAL BLOOD SERVICES

THIS AGREEMENT is made and entered into by and between the **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8**, hereinafter called the **UNION**, and **CASCADE REGIONAL BLOOD SERVICES**, hereinafter called the **EMPLOYER**. The purpose of this Agreement is to set forth the understandings reached between the parties with respect to wages, hours of work, and conditions of employment for employees of the Employer who are represented by the Union as set forth in Article 1 – “Recognition”. It is understood and agreed that the hours, wages and working conditions as provided for in this Agreement shall not operate so as to cause any employee covered by this Agreement to suffer a reduction in pay or the loss of any conditions or privileges which were in effect for said employee prior to the signing of this Agreement.

ARTICLE 1 – RECOGNITION

Section 1.1 The Employer recognizes the Union as the sole collective bargaining agent for all present and future employees located at all present and future facilities designated by the classifications set forth in the attached schedule, excluding supervisors and guards, as defined in the Labor Management Relations Act of 1947, as amended.

Section 1.2 The Employer shall notify the Union of any future job classification(s) appropriate to the bargaining unit. The Employer agrees not to establish new job classifications outside the bargaining unit for the purpose of excluding employees from the bargaining unit.

Section 1.3 The Employer will notify the Union in writing when new job classifications that include work performed by the bargaining unit job classifications are created, when duties of bargaining unit job classifications are substantially changed and when duties of bargaining unit job classifications are transferred to non-bargaining unit positions. Such written notice will be provided to the Union not less than ten (10) calendar days prior to the effective date of such new job classifications, change or transfer of the duties of currently represented job classifications and will include the new or modified job description(s), proposed wage and/or new wage changes. The Union shall respond indicating its acceptance or any objections to the new or revised classification(s) within ten (10) days of receipt of the Employer’s notice; if no response is received, the new or revised classification(s) will be deemed accepted.

Section 1.4 The Employer agrees to provide job descriptions to all employees. Any major alterations in a job description must be mutually negotiated by the Employer and the Union.

ARTICLE 2 – HOURS OF EMPLOYMENT

Section 2.1 It is agreed that forty (40) hours shall constitute a week’s work. Daily work hours shall be consecutive with the exception of one-half hour for meals. All compensated time shall be paid in increments of fifteen (15) minutes. Authorized work in excess of eight hours in any one day (or ten hours in one day for employees on a 4-10 schedule) or forty hours in any one

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week shall be paid for at time and one-half. Two (2) fifteen (15) minute rest breaks will be included in the paid eight (8) hour day. Employees will be free from performing duties during each rest break but must remain on the premises during their rest break. Rest breaks are considered hours worked when calculating overtime and paid sick leave.

Section 2.2 A work week is defined as Sunday through Saturday. Employees will generally work five (5) days during each work week, and the Employer will make every attempt to schedule employees two (2) consecutive days off each work week. Management may implement a 4-10 schedule for employees with a thirty (30) day notice prior to implementing. Work performed on any sixth consecutive day without a twenty-four (24) hour period of off-duty time will be compensated at the rate of double the employees straight time hourly rate of pay. Work performed on any seventh consecutive day without a forty-eight (48) hour period of off-duty time will be compensated at the rate of double the employee's straight time hourly rate of pay. Scheduling will be done on a rotational basis whenever possible; it is not the employer's intent that any employee be scheduled to work every consecutive weekend unless mutually agreed upon in writing at time of hire or during the course of employment. Such agreement may be rescinded in writing by the employee with seventy (70) days' notice with employer approval, which shall not be unreasonably withheld.

Section 2.3 Meal periods shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the shift. Employees will be paid for meal breaks if they are required to remain on duty; or they are expressly notified by their supervisor that they are required to remain on call on the premises or work site in the interest of the Employer even if they are not called back to duty; or they are called back to work, interrupting the meal period. Employees who are required to work or remain on duty during the meal break are still entitled to thirty (30) minutes of mealtime, excluding interruptions. The entire meal period must be paid regardless of the number of interruptions. Work performed during the meal breaks is considered hours worked when calculating overtime and paid sick leave.

Section 2.4 Wages and overtime shall be paid on a bi-weekly period. Every other Friday shall be designated as pay day. The Employer shall not hold back more than one (1) week's pay to allow for bookkeeping. If a holiday falls on Friday, Thursday shall be the pay day. If a holiday falls on both Thursday and Friday, Wednesday shall be pay day.

Section 2.5 Employees' hours shall be posted no later than the 20th of the month for the following month's work schedule.

Section 2.6 The Employer reserves the right to renegotiate this Article should the Blood Center's hours of operation be changed.

Section 2.7 A flex-time work schedule will be considered if mutually agreeable between the Employer and employees.

ARTICLE 3 – HOLIDAYS

Section 3.1 The following holidays shall be observed:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Labor Day

By mutual agreement between employee and Employer, holidays that fall on Saturday will be observed on Friday or the next Monday. In the event a holiday falls on a Sunday, the holiday shall be observed on Monday or the prior Friday.

Section 3.2 Holidays falling within the scheduled workweek of full-time employees shall be considered as hours worked in computing the workweek and any work performed on the above-mentioned holidays shall be paid for at a rate of time and one-half (1 ½) the regular rate of pay plus an additional day off or an additional day's pay shall be granted based on business needs. All employees shall receive prorated pay for the holiday, calculated by the average hours paid over the last three (3) pay periods.

Section 3.3 Employees assigned to Stand-by status on an actual Holiday shall receive one and one-half (1 ½) the regular rate of pay for stand-by for all scheduled stand-by hours.

ARTICLE 4 – VACATION LEAVE

Section 4.1 Effective upon ratification, vacation leave shall accrue for all employees as follows:

- a) Beginning upon hire, employees shall earn .046 hours of vacation leave for every hour worked;
- b) Beginning of year 5 through 9, employees shall earn .06 hours of vacation for every hour worked;
- c) Beginning year 10, employees shall earn .08 hours of vacation for every hour worked.

For employees hired prior to January 1, 2006:

- a) Beginning upon hire, employees shall earn .06 hours of vacation for every hour worked;
- b) Beginning of year 5 through year 9, employees shall earn .08 hours of vacation for every hour worked;
- c) Beginning year 10, employees shall earn .10 hours of vacation for every hour worked.

Employees will retain the pro-rated portion of vacation leave accrued since their last anniversary date through ratification and will begin accruing on a per pay period basis per the new schedule above after ratification. Employees may not accrue more than 150% of their annual vacation allowance.

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Vacation leave shall be the amount equal to regular compensation had the employee worked during that period. No employee shall be paid vacation leave until the vacation leave has been earned.

Vacation leave shall be granted in increments of fifteen (15) minutes or more.

Section 4.2 Employee vacations shall be arranged for in advance and shall be mutually agreed upon by the Employer and employee. A vacation schedule shall be posted January 1st and during that month employees shall post their desired vacation period. At that time, employees may request to use only two (2) weeks total of paid leave during the peak vacation periods of mid-June through mid-September and mid-December through mid-January.

Employees that currently earn more than three (3) weeks of vacation per year must designate at least two (2) weeks during this sign-up period. In addition, any employee requesting more than two (2) weeks of vacation in a row must receive written approval from their department director or designee at least three (3) months in advance. Seniority shall prevail; however, a senior employee who has not arranged for their vacation at the time when scheduling is done, shall not be allowed at a later date to claim seniority and take scheduled time from an employee with lesser seniority. No vacations shall be assigned that, in the Employer's judgment, will interfere with normal operation of business. The Employer agrees to use every effort to schedule vacations or changes in vacations to the mutual satisfaction of all concerned.

Requested vacation made by January 31st of each year will be responded to by February 15th. Vacation requested outside of this sign up period shall be responded to within fifteen (15) working days.

Section 4.3 Vacation leave shall accumulate from date of hire but shall not be paid until after completion of six (6) months of employment. After six (6) months of employment, employee may request vacation leave when accumulated. If an employee leaves or is dismissed before one (1) year of continuous employment, no prorated vacation leave shall be paid.

Section 4.4 In the event a holiday, as provided in this Agreement, falls within an employee's vacation leave period, the employee shall receive holiday pay for the day.

ARTICLE 5 – LEAVES OF ABSENCE AND SICK LEAVE

Section 5.1 SICK LEAVE

- a. **ACCRUAL** Each employee shall accrue one (1) hour of sick leave for every forty (40) hours worked.
- b. **CARRYOVER** Up to a maximum of forty (40) hours accrued and unused sick leave may be carried over to the following calendar year.
- c. **USE OF ACCRUED SICK LEAVE** Employees may use paid sick leave to care for their health needs, including doctor and dental appointments, or the health needs of a family

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member (child, spouse, "spouse equivalent," registered domestic partner, parent, spouse's parent, grandparent, grandchild or sibling), when the workplace or their child's school or day care has been closed by a public official for any health-related reason; and for absences that qualify for leave under the state's Domestic Violence Leave Act. Sick leave may be used in minimum 15-minute increments. Accumulated sick leave in an employee's bank shall be paid at an employee's normal hourly rate of pay. Sick leave shall be granted on the first day of illness. Sick leave may only be cashed out as provided in this Article.

SPOUSE EQUIVALENT In addition to the definition in Washington State Law, a dependent will also include spouse equivalent. Spouse equivalent is defined as any two people living in a conjugal relationship for no less than one year. Employee will substantiate the length of relationship.

- d. **ELIGIBILITY** Employees are entitled to use accrued sick leave beginning on the 90th calendar day from the start of their employment.
- e. **VERIFICATION OF ABSENCE** The employer may, after the third day of sick leave, request verification of sickness by requesting a written statement from the employee certifying illness. The Employer may request a physician's certification if the Employer is concerned about the employee's fitness for duty.

Section 5.2 EXTENDED ILLNESS BANK (EIB) On December 31 of each year, sick leave balances in excess of 40 hours earned from January 1 to December 31 of that year may be paid out at the employee's current rate of pay or carried over into the employee's Extended Illness Bank (EIB). No other sick leave will be cashed out.

EIB hours may be used in the event of an illness lasting longer than eight (8) consecutive scheduled work hours (pro-rated for part-time employees). The first eight (8) consecutive hours of scheduled work time (pro-rated for part-time employees) missed due to an illness shall be deducted from the employee's sick leave account; all subsequent hours of absence due to the same illness may be taken from the EIB.

There are six (6) exceptions for which EIB hours may be used for the first day of absence due to illness:

- 1) Occupational Injury. In the event an employee has no accrued sick leave, and incurs an occupational injury for which the employee is eligible for workers compensation insurance, then the employee will have access to his/her EIB accrual at the first day of absence due to the occupational injury if requested by the employee. Otherwise, the time shall be unpaid.
- 2) Relapse. In the event an employee or their qualified family member (as defined in the Washington State Family Care Act) suffers a relapse of the same illness within five (5) calendar days of returning to work, the additional hours of illness shall be treated as part of the original illness for purposes of eligibility to access the EIB.

- 3) On-going Treatment Following an Illness, Medical Procedure or Injury. If a medical condition of an employee or the employee's qualified family member requires on-going therapy and/or treatment (such as chemotherapy, radiation treatment and physical therapy), the additional hours of illness or on-going therapy and/or treatment shall be treated as part of the original condition for purposes of eligibility to access the EIB. The employee will not be required to use eight (8) hours of sick leave (pro-rated for part-time employees) for each follow-up therapy and/or treatment as long as the employee has used the eight (8) hours (pro-rated for part-time employees) for the medical condition, illness, procedure or injury that precipitated the on-going therapy and/or treatment. This provision does not apply to ongoing maintenance of chronic conditions.
- 4) Ten (10)-Day Absence. In the event an employee or their qualified family member (as defined in the Washington State Family Care Act) has an extended illness lasting ten (10) calendar days or more, the first eight (8) scheduled hours of work (pro-rated for part-time employees) missed due to that illness shall be paid retroactively from the employee's EIB account.
- 5) Hospitalization. In the event an employee or their qualified family member (as defined by the Washington State Family Care Act) is hospitalized overnight, the employee will have access to the EIB accrual on the first (1st) day of absence due to the hospitalization. Time off due to outpatient surgery, if requiring five (5) or more calendar days of recovery, will also be paid from the employee's EIB account.
- 6) Employees will have access to the EIB accrual for any Family Medical Leave Act qualifying events once the employee's sick leave balance is exhausted.

Section 5.3 MATERNITY LEAVE Employees will be granted maternity leave in accordance with Washington State Law.

Section 5.4 MILITARY LEAVE The Employer agrees to abide by the provisions of all state and federal laws with respect of leaves of absence due to military service and return from military service. The Employer agrees to pay employee the difference between military pay and regular pay while employee is called upon for military duty up to a maximum of fourteen (14) days per calendar year.

Section 5.5 BEREAVEMENT LEAVE Employees shall be allowed up to three (3) days off with pay for loss of their normal scheduled hours of work for a death in immediate family to tend to arrangements and/or attend memorial services. Two (2) additional days will be granted, for travel, when the death and service is greater than 200 miles away. Bereavement leave will be paid only with respect to a work day on which the employee would otherwise have worked and shall not apply to an employee's scheduled days off, holidays, scheduled paid time off, or any other day in which the employee would not, in any event, have worked. Scheduled days off will not be changed to avoid payment of bereavement leave. Bereavement leave shall be paid for at the employee's regular straight time hourly rate. Immediate family shall be defined as spouse, spouse equivalent (defined in 5.1(d)), children (including Foster Children), grandparents,

siblings, parents, and in law/step equivalent. Under extraordinary circumstances, the Employer may approve bereavement leave for a death of a person outside of the immediate family.

Section 5.6 EDUCATION LEAVE

- a. Employees who are granted unpaid educational leave and who return to the Blood Center and subsequently remain in full-time employment for two (2) calendar years shall be granted reimbursement of tuition or registration expense incurred, provided the education program and cost was approved by the Employer as pertinent to upgrading the employee's skills and knowledge and this is noted in writing in the personnel action form regarding the leave. Reimbursement is subject to employee maintaining a grade point average of "C+" or better.
- b. **CONTINUING EDUCATION** After one (1) year of continuous employment, employees may be allowed up to five (5) days of unpaid educational leave per year, provided, however, such leave is subject to the approval of the Employer of the subject matter to be studied. Subject matter shall be a career-related course directly related to the employee's present position. Employees completing an approved course with a satisfactory grade of "C+" or better are reimbursed for the cost upon presentation of a statement from the school verifying the grade and cost of the course. For part-time employees, unpaid educational leave will be pro-rated with a minimum of three (3) days.

Section 5.7 LEAVES OF ABSENCE In addition to maternity leaves, bereavement leaves, military leaves, and educational leaves, all employees are entitled to request unpaid leaves of absence for up to six (6) months in duration for personal reasons or to attend school. Except in extraordinary circumstances, requests for leaves must be presented to the Employer in writing for approval at least thirty (30) days in advance of the intended commencement date of the leave.

Section 5.8 FEDERAL FAMILY AND MEDICAL LEAVE ACT Pursuant to the Federal Family and Medical Leave Act of 1993, eligible employees shall be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period for one (1) or more of the following:

- The birth of a child and to bond with the newborn child within one year of birth.
- The placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement.
- A serious health condition that makes the employee unable to perform the functions of his or her job.
- To care for the employee's spouse, domestic partner, son, daughter, or parent who has a serious health condition.

The Employer shall maintain health care coverage during the twelve (12) weeks of leave. The Employer may recover the premium for maintaining coverage during any period of leave if the employee fails to return to work as specified in the Federal Family and Medical Leave Act of 1993.

Section 5.9 WASHINGTON PAID FAMILY & MEDICAL LEAVE Employees shall be granted paid leave benefits as provided by the Washington State Paid Family and Medical leave law and administered by the Washington State Employment Security Department. The Employer shall pay the required Employer share of premiums, as applicable, for the state program. Employees shall pay the required Employee share of the premium through payroll deductions.

An employee may choose to use their accrued sick leave or vacation leave to supplement the state's compensation when taking Washington Paid Family & Medical Leave.

ARTICLE 6 – JURY DUTY AND WITNESS DUTY

Section 6.1 The Employer agrees to apply the difference between full wages and what the Employee receives while serving on a jury or as a witness in job related matter in any legally constituted court for regularly scheduled hours. Employees who serve on jury or witness duty are expected to report to work if they are dismissed from duty in time to work at least two hours of their normal shift.

ARTICLE 7 – SENIORITY

Section 7.1 Seniority within classification shall mean length of continuous service with the Employer and shall be cumulative on a departmental basis.

Section 7.2 Seniority within classification shall be the determining factor in number of hours worked, in transfers, shift changes, promotion, layoffs and permanent job openings. The exceptions to this are qualifications and ability to perform the necessary tasks that are needed to be performed.

Section 7.3 LAYOFF PROCEDURE In the event of a permanent or prolonged reduction in the number of employees, the Employer will utilize the following layoff procedure. When a reduction in the number of employees is required with the Blood Center, those employees in the affected classification with the least amount of bargaining unit seniority shall be the first laid off from the job classification providing the remaining employees are qualified to perform the required work.

Section 7.4 RECALL PROCEDURE Employees who have been laid off pursuant to Section 7.3 herein shall be subject to recall to permanent job openings in their former pay group for which they are qualified in inverse order of seniority prior to any job posting or hiring of outside applicants. Employees on layoff shall not accrue but shall retain past service credits for seniority, wage and benefit purposes. Any notice of recall to an employee who has been laid off shall be made by certified mail to the last known address of the employee. An employee will be maintained on the recall list for a period of six (6) months.

Section 7.5 All positions that become open or any new positions created within the Blood Center shall be posted for a period of five (5) days on the bulletin boards adjacent to the time

clocks at the branches. The posting shall include classification, pay and qualifications. Seniority shall determine who shall receive the job where ability is equal.

Section 7.6 The parties agree the Seniority and Scheduling Committee will continue and be comprised of management representatives and employee representatives from Collections, Donor Resources, Lab Document Control, and Union Representative to review seniority and scheduling practices.

ARTICLE 8 – PART-TIME AND TEMPORARY EMPLOYEES

Section 8.1 Full-time employees are defined as employees who are regularly scheduled to work at least thirty (30) hours per week. Full time employees shall be entitled to and shall receive vacation leave, holidays, and sick leave prorated as provided for in this contract.

Section 8.2 Part-time employees are defined as employees who are regularly scheduled to work less than thirty (30) hours per week. Part time employees shall be entitled to and shall receive vacation leave, holidays, and sick leave prorated as provided for in this contract.

Section 8.3 Full-time employees will have Employer-paid health and welfare benefits (as described in Article 10). Part-time employees shall be compensated a premium hourly rate of an additional ten percent (10%) of their hourly rate of pay in lieu of dental, health and welfare individual coverage, and life insurance.

Section 8.4 TEMPORARY EMPLOYEES Temporary employees are casual employees, either full or part-time, employed on a temporary basis of less than ninety (90) days. The purpose of such employment is to fill in for peak workloads or leaves of absence. Such employees shall be compensated a premium hourly rate of an additional ten percent (10%) of their hourly rate of pay in lieu of all benefits except those required by law. Temporary employees shall not have to join the Union, but shall pay a permit fee equivalent to Union dues for each month worked.

ARTICLE 9 – COMPENSATION

Section 9.1 The Employer agrees to pay their employees and the Union agrees that its members, employees of the Employer, will accept the wage scales for the various classifications set forth (see Appendix A); however, that nothing contained in this Agreement shall operate to reduce the wages of any employee hired prior to the date of this Agreement. Nothing herein shall prevent the Employer from paying above the minimum contract rates.

Section 9.2 New hires shall be on probation for a period of 180 worked days.

Section 9.3 Experience shall be based on the total experience accumulated by the employee's education and transferable skills in comparable work. All experience will be verified from previous employers detailing prior job experience and length of employment.

Section 9.4 REPORT PAY Any employee scheduled and reporting to work shall be guaranteed four (4) hours of pay. Employees who choose to leave with approval of management

will not be paid for time not worked. Employees asked to leave prior to completing four (4) hours shall be paid for four (4) hours of pay.

Section 9.5 CALL BACK PAY Any employee called back into work after completing a scheduled shift shall be guaranteed four (4) hours of pay at time and one-half (1 ½) plus the current IRS rate per mile to and from the Blood Center and home, in accordance with IRS regulations. Any employee who desires to work less than the four (4) hours shall request approval to leave from management. Employees who choose to leave early will not be paid for time not worked. Employees who are asked to leave prior to completing four (4) hours shall be paid for four (4) hours of work at time and one-half. The provisions of this Section shall not apply to time worked while on stand-by pursuant to Section 9.6.

Section 9.6 STAND-BY PAY Any employee required to be on stand-by status shall be paid in accordance with Appendix A per hour for each hour they are required to be on stand-by.

Employees shall not consider themselves “on stand-by” unless so designated by the Employer. Assignment to stand-by status will be made on a rotating basis from among those employees qualified to perform the work.

The following provisions shall apply to work performed by employees while on stand-by status:

- a. Stand-by status will only apply to days and/or times as determined by management.
- b. While on stand-by, an employee performing any work that is required to be performed shall be paid for aggregated time actually worked during the stand-by shift, rounded to the nearest fifteen (15) minutes, provided that the employee will receive a minimum of one (1) hour of pay at the straight time rate (or overtime rate, if applicable pursuant to Section 2.1) per shift on stand-by for work performed during that shift. Employees shall also be paid the current IRS rate per mile to and from the work site and home, in accordance with IRS regulations. Employees shall be compensated at their regular rate of pay of all time spent commuting to and from the work site and home. Employees who perform work while on stand-by shall document all time worked on the Employer’s log sheet and submit such documentation as required.
- c. Employees who are required to return to the blood center or other location to facilitate orders shall also be paid the current IRS rate per mile to and from the work site and home, in accordance with IRS regulations. Employees will be compensated at their regular rate of pay for all time spent commuting to the blood center or other location to facilitate orders.
- d. Any employee called back to work at the Blood Center within eight (8) hours of the completion of the employee's regular work day shall be compensated for all hours worked in the callback at the rate of time and one-half (1 ½) the employee's regular rate of pay for a minimum of one (1) hour.
- e. For the purpose of consecutive days in a row as per Section 2.2, any call back or combination of call backs, including work from home that is minimum of four (4) hours

total or more shall be considered a day worked for the purposes of consecutive day.

Section 9.7 MILEAGE Any employee required by the Employer to use their personal vehicle will be reimbursed at the current IRS rate per mile. Employees who drive their personal vehicle for work are required to maintain a valid driver's license and state minimum auto liability insurance, and to notify the Employer of any change in status of their license/insurance.

Section 9.8 SHIFT DIFFERENTIAL Irregular shift schedules that are introduced by the Employer shall be paid a shift differential. Employees will be paid shift differential of one dollar (\$1.00) per hour for all hours worked between the hours of 7:00 p.m. and 7:00 a.m. However, employees working a graveyard shift (a majority of the hours scheduled and worked between 10:00 p.m. and 6:00 a.m.) will be paid a shift differential of two dollars (\$2.00) per hour for all hours worked on that shift. However, employees who are scheduled for and actually work a full one-half hour before 7:00 a.m. or a full one hour after 7:00 p.m. will receive the \$1.00 differential for the full shift.

Section 9.9 REST BETWEEN SHIFTS In scheduling work assignments, the Employer will make a good faith effort to schedule employees with at least ten (10) hours off between shifts. If an employee is required to work with less than ten (10) hours off between shifts, any shift starting within the ten (10) hour period shall be paid at time and one-half (1 ½) for all hours worked on that shift. Shifts that are more than eight (8) hours in length will require ten (10) hours of off-duty time. Individuals who voluntarily trade shifts will not be eligible for time and one-half (1 ½). Employees will document any incidents of less-than-required rest between shifts on the Exceptions Sheet. This section does not apply to work performed while on stand-by status.

ARTICLE 10 – HEALTH AND WELFARE

Section 10.1 The Employer agrees to pay for each eligible employee (at least 30 hours per week) covered by this Agreement eighty percent (80%) of the premium costs up to six hundred and fifty dollars and seventy-five cents (\$650.75) per month for coverage under either Regence BlueShield: Regence Innova® PPO 250 Plan or Regence BlueShield: Regence Innova PPO 500 Plan for group health and welfare coverage (including chiropractic and vision). The parties agree to meet no later than October 15, 2022, to review alternative plans and options for plan year 2023.

Section 10.2 The Employer agrees to provide a full-family dental plan, as mutually agreed upon, for full-time employees (at least 30 hours per week) and their families. Employees will be required to pay one percent (1%) toward cost of full-family dental plan. Employees will be eligible for coverage under this section on the first day of the month following ninety (90) days of employment.

Section 10.3 The Employer and Union acknowledge and agree that in 2011, the Blood Center's union employees voted to withdraw from the Western States Office and Professional Employees Pension Plan. As a result of withdrawing from the Western States plan, the Employer incurred a withdrawal liability that it will continue to pay during the term of this Agreement in accordance with and subject to the requirements of the Western States Plan.

The Employer shall pay into the Tacoma-Pierce County Blood Center Pension Plan the amounts stated in Appendix A.

Section 10.4 All eligible employees will be entitled to a \$10,000.00 group term life insurance policy with a \$10,000.00 accidental death benefit. This will be supplied by the Employer and at the Employer's expense.

Section 10.5 If the Employer fails to make any of the payments required by this Agreement, the Union, may, fifteen (15) days after written notification to the Employer that payments have not been made, request that the failure be submitted to arbitration.

Section 10.6 For the term of this Agreement, the parties will accept the ESD's calculations for employee and employer share of premiums for the Washington Paid Family and Medical Leave program.

Section 10.7 WASHINGTON LONG TERM CARE INSURANCE Effective July 1, 2023, the Employer shall deduct the required tax for the state Long Term Care Insurance program from the employee payroll, unless the employee has provided proof of opting out of the state program as required by law.

ARTICLE 11 – NON-DISCRIMINATION

Section 11.1 The Employer agrees that they will not discriminate against an employee because of the employee's activity as a member of the Union.

Section 11.2 The parties to this Agreement acknowledge their responsibilities under Title VII of the CIVIL RIGHTS ACT of 1964 and the AGE DISCRIMINATION IN EMPLOYMENT ACT of 1967, and do hereby agree not to discriminate on the basis of race, color, religion, sex, sexual orientation, national origin or age.

ARTICLE 12 – DISCIPLINARY ACTION

Section 12.1 No employee shall be disciplined or discharged except for just cause. The Employer shall use a uniform system of written warning notices for poor work performance. Progression of disciplinary action shall be: first offense -- verbal warning; second offense - written warning; third offense -- suspension without pay; fourth offense – termination.

- a. Certain serious offenses shall constitute just cause and may subject the employee to immediate termination without following normal disciplinary progression: Falsification of Blood Center records; willful disregard of Blood Center policies; disregard of Blood Center Standard Operating Procedures; destruction or theft of Blood Center, employee or donor/patient property; possession of weapons or illicit or illegal drugs while on duty; use of illegal drugs or alcohol while on duty; substantiated sexual harassment; and willful falsification or documentation of another employee's time card; or any other action deemed to be gross misconduct. Employees terminated for serious offenses will forfeit

any accumulated or accrued scheduled paid time off.

- b. Employees shall be given an opportunity to read, sign and answer all letters of warning or performance evaluations before placement of such material into their personnel file.
- c. All disciplinary actions shall be issued in private. Supervisors will inform the employee that a warning is being given. Copies of these notices shall be given to the employee at the time the disciplinary action is taken. The employee shall be required to sign and date the written warning notice. Employee's signature on evaluation or warning letters shall not be construed as admission of guilt or concurrence with the document, but rather as an indication that the employee has seen the document. Evaluations and warning letters are subject to the grievance procedure.

Formal verbal and written warning disciplinary notices for non-serious offenses that are older than twelve (12) months shall be removed from the employee's personnel file and destroyed unless another disciplinary notice issued for a similar offense within the twelve (12) months. Disciplinary notices for a serious offense listed above shall be removed from the employee's personnel file and destroyed after three (3) years unless another disciplinary notice is issued for a similar serious offense within the three (3) years.

Section 12.2 Employee shall have the right to review and copy all material in their personnel file. No material that may be detrimental to the employee's employment status shall enter his/her personnel file without the employee's knowledge.

Section 12.3 Employees shall have the right to have a shop steward and/or Union representative present at all investigatory and disciplinary meetings.

ARTICLE 13 – GRIEVANCE PROCEDURE

Section 13.1 It is the intent of the Union and the Employer that all disputes arising out of the interpretation or application of this Agreement shall be amicably settled in accordance with the provisions hereof.

Step 1. Employee grievances shall be taken up with the supervisor or management representative in writing by the employee and/or a Shop Steward or Union Representative within ten (10) working days after the act or occurrence or the employee's knowledge of the occurrence, whichever is later. A management representative shall respond in writing within ten (10) working days to the employee and Union Representative.

Step 2. Disputes not settled in Step 1 shall be advanced to Step 2 if the Union Representative of the Union files the dispute with the representative designated by the Employer within ten (10) working days from the receipt of the Step 1 written response. If so filed, the Union Representative of the Union and the representative designated by the Employer shall meet to resolve the issue within ten (10) working days. The management representative shall respond in writing

within ten (10) working days after the meeting to the employee and Union Representative.

Step 3. If the matter is not resolved at Step 2, a party desiring arbitration shall file a request to the Federal Mediation and Conciliation Service (FMCS) for arbitration within ten (10) days of receipt of the Step 2 management response. A list of seven (7) arbitrators shall be requested, from which the parties shall select an arbitrator by the process of elimination, each in turn striking a name from the panel until but one remains. The decision of the arbitrator shall be final and binding upon the parties to this Agreement. The parties shall bear the cost of any arbitration equally between them.

Section 13.2 The time limits set forth herein are jurisdictional. Grievances not processed within the time limits set forth herein shall be deemed waived. The parties may, by mutual agreement, in writing, extend the time limits. For the purposes of this article, working days is defined as Monday through Friday, exclusive of holidays defined in Article 3.

ARTICLE 14 – TERMINATION OF EMPLOYMENT

Section 14.1 New hires shall be on probation for a period of 180 worked days. Any new employee having worked 180 days on any job shall be considered to have proven his/her ability with respect to that job. New employees shall be considered in the probationary period until they have worked a total of 180 days. Employees may be terminated during their probationary period without recourse to grievance procedure and without notice or pay in lieu of notice.

Section 14.2 Two (2) weeks' notice of termination of employment or two weeks' pay shall be given by the Employer to all employees employed one year or more. One (1) week's notice of termination or one (1) week's pay shall be given to employees who have passed their probation period, but have less than one (<1) year's continuous employment. Serious offenses as defined in Article 12, Section 12.1 would not be subject to termination notice or pay.

Section 14.3 All employees shall give two or more (≥ 2) weeks of notice of resignation to the Employer. The two-week notification period may not include scheduled paid time off. Employees who fail to give said notice will forfeit accumulated vacation leave.

ARTICLE 15 – HEALTH AND SAFETY PROVISIONS

Section 15.1 The Employer shall at all times keep its facilities and machinery in safe operating condition and agrees to use every reasonable effort to safeguard the health and safety of its employees.

Section 15.2 An employee shall not be required to perform work if they have a reasonable basis for believing the assignment would constitute a danger to the health and safety of the employee. The employee shall immediately contact a supervisor who shall make the final determination with regard to safety.

Section 15.3 The Employer will continue its Health and Safety Committee in accordance with all regulatory requirements. The purpose of this Committee shall be to investigate health and safety issues and to make recommendations to agency administration on education and preventive health measures for the workplace and its employee. There shall be at least two (2) Union designees on this committee. The Union will select their designees.

Section 15.3.1 This Committee shall meet quarterly or as needed at times and dates designated at the beginning of each calendar year for the following twelve (12) months.

Section 15.3.2 The Committee shall maintain minutes of its meetings that will be posted at each work site and provided to the members of the Labor Management Committee.

Section 15.4 INFECTIOUS DISEASES The Employer agrees to pay for diagnostic tests for staff who may, in the course of their work, be exposed to blood borne pathogens.

ARTICLE 16 – STRIKES AND LOCKOUTS

Section 16.1 During the term of this Agreement, no strike or lockout shall occur. Due to the unique nature of the Blood Center business, the Union will not honor picket lines established by another Union.

ARTICLE 17 – SEPARABILITY

Section 17.1 It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of the conflict with any Federal or Washington State law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement and the balance of this Agreement shall continue in full force and effect.

Section 17.2 The parties hereto agree to meet and negotiate substitute provisions conforming to such judgment and decree and to incorporate such provisions into this Agreement within sixty (60) days thereafter.

ARTICLE 18 – TECHNOLOGICAL CHANGE

Section 18.1 When a new department and/or job classification is established by the Employer for which no rate of pay is provided for within this Agreement the Employer agrees to meet with the Union to discuss such changes and negotiate new wage rates. The wage rate agreed upon as the result of such negotiations shall be effective from the date of the establishment of the new department and/or job classification.

Section 18.2 It is mutually agreed that present employees shall be given first opportunity to apply for the new position before any persons outside the bargaining unit are hired to fill the

resultant jobs (Section 7.5 applies). The Employer agrees to use qualified current employees and provide training if necessary.

Section 18.3 If no agreement is reached between the parties within thirty (30) days from the date of the Union's written request for such negotiations, the matter may be referred by either party to the arbitration procedures as set forth in this Agreement, and the decision resulting therefrom shall be binding upon the parties for the remaining term of this Agreement.

ARTICLE 19 – UNION BUSINESS

Section 19.1 No person shall be discharged or discriminated against for upholding Union principles, and any person who works under the instruction of the Union, or who serves on a Committee, shall not lose their position or be discriminated against for this reason.

Section 19.2 Any employee not holding membership in the Union at the time of their employment shall become a member of the Union thirty-one (31) days from the date of their employment, as a condition of continued employment. Conscientious objection to joining or contributing to a labor organization: The parties agree that any employee who is a member of an adherent to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. In lieu of monthly dues, such employees are required to contribute an equal amount to a non-profit organization agreed upon by the Union, and shall forward monthly receipts of such contribution to the Union.

Section 19.3 The Employer agrees to deduct Union initiation fees and dues from the wages of each employee who has signed a dues deduction form. The Employer agrees to forward such initiation fees and dues to the office of the Union monthly.

Section 19.4 The Employer agrees not to keep in their employ, in the classifications listed herein, anyone whose membership in the Union has been terminated because of failure to tender periodic dues or initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 19.5 Any employee as defined in Section 1.1 failing or refusing to secure membership in the Union as provided above, shall, upon written demand of the Union, be released from the employ of the Employer. The Union and its members agree to hold the Blood Center harmless for the termination of any employee who is terminated because of written demand by the Union.

Section 19.6 VOLUNTARY POLITICAL ACTION FUND DEDUCTION The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by a separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to

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such deductions. The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any such deduction made from the wages of such employee.

The Union agrees to reimburse the Employer for its reasonable cost of administering this COPE check-off provision. The Employer and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover the Employer's costs of administering this check-off. Accordingly, the parties agree that the Employer will retain one-quarter of one percent (0.25%) of all amounts deducted pursuant to this COPE check-off provision to reimburse the Employer for its reasonable costs of administering the check-off.

Section 19.7 UNION STEWARDS Employees duly elected as Shop Stewards by bargaining unit members, and notice properly given to Employer, shall have the right to receive regular pay and benefits during regular business hours as prescribed below.

- a. To participate in all scheduled Labor-Management Committee meetings during regular business hours.
- b. To participate in any scheduled employee grievance meetings with management during their regularly scheduled hours.
- c. To participate in all scheduled OPEIU Local #8 and Employer collective bargaining agreement negotiating sessions during their regularly scheduled hours.
- d. In addition to the above, Shop Stewards will be allowed one hour per pay period to participate in Shop Steward duties during their regularly scheduled hours with the prior approval of an Employer Representative. The Shop Steward shall log all time spent on Shop Steward duties.

Section 19.8 UNION ACCESS With advance notice, duly authorized representatives of the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Union business.

Section 19.9 NEW EMPLOYEE ORIENTATION The Employer will provide a list of new employees and departments that they have been hired into to the Chief Steward and shall allow for a reasonable amount of time to introduce themselves to the new employee.

New employees will receive orientation on paid time. The Employer will provide a copy of this Agreement to all new employees.

Section 19.10 BULLETIN BOARDS The Union will be allowed the use of bulletin board space, without interference, for the purpose of posting union notices relating to union activities. The Union agrees to post a current list of Shop Stewards on the bulletin board.

Section 19.11 The Employer agrees to supply the Union each quarter with a list of new hires and terminations and a separate list of current employees, showing the full or part-time status of such employee. The list of new hires shall include each employee's name, job classification, date of hire, status, base rate of pay, address, email address, contact phone number. The list of current employees will include, name, job classification, status, date of hire, base rate of pay, year-to-date work hours, address, email address, contact phone number. The Employer's inadvertent failure to provide such report shall not be subject to the grievance procedure.

ARTICLE 20 – UNION-MANAGEMENT COMMITTEE

Section 20.1 The President and CEO of the Blood Center (or, if the President and CEO is unavailable, a designee) and other management appointees will meet quarterly or as needed at the Blood Center with a representative from each department and the Union Representative if desired for the purpose of:

- (1) discussion of the administration of the contract;
- (2) discussion of problems which may affect bargaining unit members;
- (3) dissemination of items of general interest to both parties;
- (4) discussion of training needs for Blood Center employees.

Section 20.2 Prior to the meeting a written agenda, agreed to by both parties, shall be prepared by management. A chairperson shall be selected by the committee. Agenda may be supplemented as agreed to by both parties.

Section 20.3 Minutes shall be taken by a representative designated by the chair. Topics discussed and disposition of each topic shall be recorded. Minutes shall be signed by both parties. Copies of minutes will be sent to the Union office and the President and CEO of the Blood Center.

Section 20.4 The Blood Center will pay the regular salary of the bargaining unit employees participating in these meetings. They will be held during regular working hours.

Section 20.5 This committee shall have no power to bind either party. It is set up for informal purposes only.

ARTICLE 21 – MANAGEMENT RIGHTS

Section 21.1 Except as provided herein, the Employer retains and shall continue to have all management rights and functions which it had prior to the signing of this Agreement, including the right to establish and administer policies, procedures and standards related to blood donor care and collection of blood; to direct and schedule the work force to monitor and oversee patient care; to hire, promote, transfer, and lay off employees; to reprimand, suspend, discipline and discharge employees in accordance with applicable laws and this Agreement; to determine the number of employees and the duties to be performed as described by agreed upon job descriptions; to maintain efficiency; to establish, expand, reduce, alter, consolidate or abolish any job classification, operation, or service, to determine staffing requirements; to control and

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regulate the use of the facilities supplies, equipment and other property, to determine the number, location and operation of collection points/blood drives at mobile or fixed sites; to determine the qualifications required and size and composition of the work force; to discontinue, re-organize or combine any operation despite any consequent reduction or other changes in the work force; to introduce new or improved methods of operations regardless of whether or not the same cause a reduction in the work force; and to establish and change reasonable rules, regulations, policies and practices. Nothing in this article shall be construed to prevent filing of a grievance.

Section 21.2 Nothing herein waives the Employer’s duty to bargain on mandatory subjects.

ARTICLE 22 – TERMINATION AND RENEWAL

This Agreement shall become effective as of January 1, 2022 and shall remain in effect until December 31, 2024. This Agreement shall thereafter automatically renew itself annually until either party shall give ninety (90) days written notice prior to the anniversary date of their desire to terminate, modify or change this Agreement. Upon giving of such notice, the parties shall proceed to negotiate a new agreement, the terms of which shall be retroactive to the anniversary date.

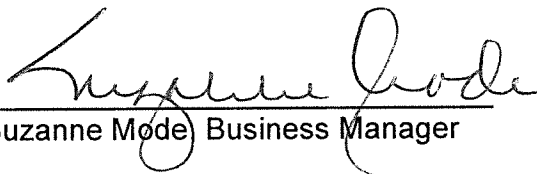
EXECUTED in Tacoma, Washington this 20th day of October 2022.

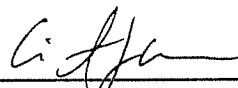
**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION
LOCAL NO. 8, AFL-CIO**

**CASCADE REGIONAL BLOOD
SERVICES**

By 
Leslie Liddle, Union Representative

By 
Christine Swinehart, CEO

By 
Suzanne Mode Business Manager

By 
Erin Jacobson, Archbright

By Roger Simmons
Roger Simmons, Bargaining Committee

SCHEDULE A – WAGES

APPENDIX A

Effective June 1, 2022, all employees will be increased to the new base rate or will receive a three percent (3%) increase in their base rate, whichever results in a higher base rate. In lieu of additional retroactive pay, all current employees, employed on January 1, 2022, will receive a lump sum \$1200 bonus upon ratification. Current employees hired between January 1 and March 1, 2022, will receive a lump sum \$1000 bonus upon ratification. Current employees hired between March 1, 2022, and May 1, 2022, will receive a lump sum \$800 bonus upon ratification. Current employees hired after May 1, 2022, will receive a lump sum \$600 bonus upon ratification.

Effective January 1, 2023, only the starting base rate of pay will be increased as set out in Schedule A.

Effective January 1, 2024, only the starting base rate of pay will be increased as set out in Schedule A.

PENSION CONTRIBUTIONS

In accordance with Section 10.3 of this Agreement, the monthly Employer contributions shall be as follows:

Tacoma-Pierce County Money Purchase Plan - \$1.15 per hour

Driver Differential: Effective upon ratification, Classification Rate plus five dollars (\$5.00) per hour, only for hours worked performing driving functions when directed and authorized by the Employer.

Lead Person Differential: Classification Rate plus \$1.00 per hour, only for hours worked performing lead functions when directed and authorized by the Employer. Excludes classifications whose job description includes lead duties, or supervisory or oversight functions.

Trainer Differential : Classification Rate plus \$0.50 per hour, only for hours worked performing training functions when directed and authorized by the Employer. Trainer differential does not apply to Leads or other classifications whose job description contains lead or trainer duties.

Stand By Pay: \$5.00 per hour for each hour an employee is required to be on standby status.

Longevity Pay: For the purposes of longevity pay only, years of service will begin January 1, 1982 or subsequent anniversary date of each employee:

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Additional Per Hour Increases	Job Descriptions Requiring a RN or MT
Upon 1st year anniversary date	\$.50
Upon 2nd year anniversary date	\$.50
Upon 3rd year anniversary date	\$.50
Upon 5th year anniversary date	\$.50
Upon 7th year anniversary date	\$.50
Upon 8th year anniversary date	\$.50
Upon 10th year anniversary date	\$.50
Upon 12th year anniversary date	\$.50
Upon 15th year anniversary date	\$.50
Upon 18th year anniversary date	\$.50
Upon 20th year anniversary date	\$.50
Upon 25th year anniversary date	\$.50

Additional Per Hour Increases	All Other Staff
Upon 1st year anniversary date	\$.20
Upon 3rd year anniversary date	\$.40
Upon 5th year anniversary date	\$.50
Upon 7th year anniversary date	\$.50
Upon 8th year anniversary date	\$.20
Upon 10th year anniversary date	\$.50
Upon 13th year anniversary date	\$.50
Upon 15th year anniversary date	\$.50

DONOR CONSULTANT BONUS PROGRAM The Parties agree that the Employer will maintain a nondiscretionary bonus program for the following classification of Donor Consultant only with the following goals and payout:

Meet monthly drive goals:

100% attainment = \$300

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75% attainment = \$200
 50% attainment = \$100

Mobile Drives – 75% full = \$100
 2 New Drive Accounts per month = \$100

CRBS COMPENSATION RATES

CLASSIFICATIONS

	6/1/2022	1/1/2023	1/1/2024
Automated Recruiter	\$17.75	\$19.00	\$20.00
Automated Technician	\$19.50	\$21.50	\$22.50
Blood Bank Assistant	\$15.50	\$16.75	\$18.00
Blood Center Technologist I	\$20.00	\$21.50	\$23.00
Blood Center Technologist II (Medical Lab. Technician)	\$21.50	\$24.50	\$27.00
Blood Center Technologist III (Medical Technologist)	\$26.00	\$28.00	\$30.00
Community Relations Specialist	\$18.50	\$20.25	\$22.00
Document Control Specialist	\$18.00	\$19.00	\$20.00
Donor Collections Assistant	\$16.50	\$18.00	\$19.00
Donor Consultant	\$20.00	\$21.00	\$22.00
Donor Specialist I	\$19.00	\$20.00	\$20.50
Donor Specialist I, Lead	\$21.00	\$22.00	\$22.50
Donor & Special Project Coordinator	\$24.00	\$25.00	\$26.00
Facilities Maintenance	\$20.50	\$21.00	\$21.50
Laboratory Assistant	\$16.50	\$17.25	\$18.00
Laboratory Services Representative	\$16.75	\$18.00	\$19.00
Quality Assurance Specialist	\$24.00	\$24.25	\$24.50
Receptionist	\$16.25	\$17.25	\$18.00
Therapeutic Apheresis RN -(See Note)	\$35.00	\$36.00	\$37.00

Note: Includes Base of \$24.12 plus \$5.00 for premium pay no longer in the contract