

COLLECTIVE BARGAINING AGREEMENT

between

AMERICAN RED CROSS
BLOOD SERVICES
SOUTHERN CALIFORNIA REGION

&

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721

June 18, 2007 through March 31, 2010



500 S Virgil Avenue
Los Angeles, CA 90020
213.368.8660

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AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of June, 2007, by and between THE AMERICAN RED CROSS BLOOD SERVICES SOUTHERN CALIFORNIA REGION (hereinafter referred to as the "Employer") and the SEIU Local 721, CTW, CLC (hereinafter referred to as the "Union").

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 RECOGNITION

Section 1. For the term of this Agreement, the Employer recognizes the Union as the exclusive bargaining representative for the purposes of collective bargaining with respect to hours, wages and working conditions for the following described employees:

All Registered Nurses, Licensed Vocational Nurses, Collections Technicians, and Clerical Assistants in the blood program, excluding all other employees, mobile operators, office clerical employees, guards and supervisors as defined in the Act.

Section 2. Coverage under this Agreement shall be limited to the aforementioned unit.

ARTICLE 2 UNION SECURITY

Section 1. For employees hired prior to August 20, 1975, membership or non-membership in the Union shall be completely voluntary; provided, however, that any such employee who is a member of the Union as of the effective date of this Agreement and any such employee who thereafter becomes a member of the Union shall remain a member of the Union in

good standing for the term of this Agreement as a condition of employment.

Section 2. For employees hired on or after August 20, 1975 only, thirty-one (31) days after the beginning of such employment, such employees, as a condition of employment, shall become and remain members of the Union.

Section 3. Membership in good standing in the Union shall consist of the payment or rendering of payment of the initiation fee and dues regularly required by the Union as a condition of acquiring or retaining membership. The Union shall notify the Employer in writing of any employee failing to maintain membership in good standing in the Union, or to remit to the Union the required fees. The Employer shall immediately send a letter of notification to the employee so informing the employee. The employee shall be given fifteen (15) days following receipt of such notice to comply with the provisions of this Section or be terminated or resign.

Section 4. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the requirements of this Article.

Section 5. At the time a new employee is employed, the Employer shall give to such employee the current Union form authorizing voluntary payroll deduction of regular and customary initiation fees and regular and usual dues or initiation fees. Within thirty (30) days after the execution of this Agreement, the Employer will provide the Union with a master list of all employees who are subject to the provisions of this Agreement, giving the names, classifications, dates of employment, and rates of pay. On or before the tenth (10th) of each month subsequent to the establishment of the master list, the Employer will forward to the Union the names, classifications, dates of employment, and rates of pay of new employees and the names of those employees who have resigned or who have been terminated.

ARTICLE 3 CHECK OFF

Section 1. For the term of this Agreement, upon written authorization, the Employer will deduct a sum equal to the Union's uniform monthly dues from the pay of each member of the Union who voluntarily executes a wage assignment after the effective date of this Agreement. Such authorization shall be revocable after one (1) year or at the termination date of this Agreement, whichever occurs sooner. Deductions shall be made monthly and promptly transmitted no later than four (4) weeks after the deduction is made to the Union.

Section 2. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the requirements of this Article.

ARTICLE 4 NON-DISCRIMINATION

There shall be no discrimination by the Employer, the Union, or any employees covered by this Agreement against any employee or applicant on account of membership in the Union, sex, race, creed, color, national origin, marital status, sexual preference, age (to the extent prohibited by the Age Discrimination in Employment Act, as it may be amended, only), or disability (to the extent prohibited by applicable law only).

ARTICLE 5 BULLETIN BOARDS

Section 1. Bulletin board space will be made available at the center and each of the subcenters for the posting of Union announcements and notices limited to the following:

- (a) Notices of Union recreational and social affairs;**

(b) Notices of Union elections, the results thereof, and appointments;

(c) Notices of Union meetings and minutes and resolutions pertaining thereto; and

(d) Notices pertaining to employee benefits.

Section 2. All such notices signed by an authorized representative of the Union must be presented to the Chief Executive Officer or his/her designated representative for his approval prior to posting. Notices other than those listed above may be posted by mutual consent of the parties.

Section 3. The Employer shall post a Union Shop card on bulletin boards in public areas of centers, subcenters and in each mobile. The Union shall provide a sufficient number of such cards to the Employer. The Union Shop card shall be no larger than 8" X 8" in size and state that "This facility is staffed by members of the SEIU Local 721, CTW, CLC."

ARTICLE 6 PRINTING OF AGREEMENT

The Union shall have this Agreement printed in booklet form for distribution, by the Employer, to all present and newly hired employees covered by this Agreement within thirty (30) calendar days of the execution date of the Agreement. The Union and Employer names and logos appearing on the cover shall be printed in the same size and with the same type emphasis. The Employer and the Union will share the cost of printing the Agreement; however, the Employer shall pay no more than one dollar and twenty five cents (\$1.25) per copy.

ARTICLE 7 NEW JOB CLASSIFICATIONS

Section 1. If the Employer establishes a new job classification within the bargaining unit during the term of this Agreement, the Employer shall also establish the rate of pay therefore. The Employer shall notify the Union in writing within seven (7) business days of the establishment of any

new job classifications. If the Union is not satisfied with the rate of pay established by the Employer, it shall have the right, within fourteen (14) calendar days after such notice of the new classification, to file a written grievance alleging that the rate of pay for said classification does not bear a fair relationship to the regular straight-time rates of pay for other job classifications covered by this Agreement. Each and all of the provisions of the grievance and arbitration clause of this Agreement shall be applicable to any such grievance; provided, however, if such grievance is submitted to arbitration, the arbitrator shall have the jurisdiction and authority to determine only the issue of whether the rate of pay for such new job classifications established by the Employer bears a fair relationship to the regular straight-time rates of pay for other job classifications covered by this Agreement and, if not, what rate of pay would bear such a fair relationship. In addition, the arbitrator may, in determining the above, take into consideration the regular straight time rates of pay for similar job classifications or jobs with similar duties in major metropolitan areas in California.

Section 2. The Employer agrees that no person occupying any current bargaining unit job classification, now or in the future, will be terminated or otherwise displaced due to the introduction of new job classifications, if any, regardless of any future changes in California law.

ARTICLE 8 PROBATIONARY PERIOD

Section 1 (a). Every new and rehired employee shall be on probation for the first six (6) months of employment or reemployment. The Union and Management may agree to extend the probationary period in special circumstances by mutual consent. During the probationary period, an employee shall have no seniority under this Agreement. The Employer shall have the absolute right, in its sole discretion, to discharge, discipline, lay off, rehire or refuse to rehire any probationary employee for any reason. Upon satisfactory completion of the probationary period, seniority will be computed from the date of hire or most recent rehire date.

Section 1 (b). Employees who are promoted shall be on probation for the first three (3) months in their new position. If promoted employees do not successfully complete the probationary period, they will be returned to their former position.

Section 2. The Employer, to the extent it deems necessary, and desirable, will engage in verbal counseling with probationary employees; provided, however, the Employer's failure to do so shall have no effect on the Employer's rights listed in Section 1. At the conclusion of the probationary period, an employee who is retained will be given a written evaluation. Any probationary employee may request a counseling session with the appropriate Director of Collections or the director's designated representative.

ARTICLE 9 LEAVES OF ABSENCE

Section 1. Personal Leaves- At the discretion of the Employer, employees may be granted leaves of absence with continued accumulation of seniority for a period not to exceed ninety (90) calendar days when, in the opinion of the Employer, there are justifiable and satisfactory reasons thereof and the requirements of the blood program permit. Leaves of absence or extensions thereof are to be in written form outlining the conditions of such leave and its duration.

Section 2. Leave Benefits- Except to the extent hereinafter provided, all leaves of absence shall be without pay or other benefits. Health and life insurance will not be affected for the remainder of the pay period in which the unpaid leave of absence begins and for the next thirty (30) days. After said period, the employee shall be allowed to continue health and life insurance coverage by making satisfactory arrangements to pay the full cost thereof.

Section 3. Military Leave- Employees who leave their employment to serve in the military shall be entitled to all the rights and privileges conferred by applicable law.

Section 4. (a) Union Leave- Employees who wish to leave the Employer's employ to take a full-time position with the Union shall be given an unpaid leave of absence, not to exceed nine (9) months duration.

Section 4. (b) Short Term unpaid Union Leave for no more than or up to ninety (90) days may be granted to up to three (3) employees on a case by case basis as requested by the union and agreed by the employer.

Section 5. Medical & Industrial Leave- An unpaid leave of absence shall not exceed nine (9) months for non-job-related sickness or injury or fifteen (15) months for job-related sickness or injury. Medical verification may be required.

Section 6. Education Leave- An unpaid leave of absence not to exceed two (2) years shall be granted to employees with five (5) or more years of seniority who have been admitted to an accredited RN/LVN program. An unpaid leave of absence not to exceed one (1) year shall be granted to employees with two (2) years of seniority who have been admitted to an accredited RN/LVN program.

Section 7. Return From Leave- All employees returning from a leave of absence within the maximum periods of duration set forth in this Article concerning personal, Union, education, parenting and family leave, shall be reinstated to their former or substantially equivalent position within two weeks of date of availability to begin work, unless, but for the leave of absence, the employee would have been placed on lay-off status. Advance written notice of date of availability is required. Such notice shall not be required if the date of return was previously agreed upon in writing. All employees returning from a leave of absence within the maximum periods of duration set forth in this Article concerning maternity, medical or industrial leave shall be reinstated to their former or substantially equivalent position unless, but for the leave of absence, the employee

would have been placed on lay-off status. Advance written notice of date of availability is required. Such notice shall not be required if the date of return was previously agreed upon in writing. All employees returning from a leave of absence within the maximum periods of duration set forth in this Article concerning maternity, medical or industrial leave shall be reinstated to their former or substantially equivalent position on the release date as designated by the employee's physician, unless, but for the leave of absence, the employee would have been placed on lay-off status. If the former or substantially equivalent position is not available, the employee's leave period will be extended and the employees will be reinstated as openings in their classification occur for a period not to exceed one (1) year. All employees returning from a leave in excess of the leave maximum under the applicable section of this Article may apply for openings when they occur.

Section 8. Family Leave - All eligible Blood Services employees in the bargaining unit after 12 months of continuous employment, wherein the employee worked at least 1250 hours are entitled to seek up to 12 weeks of unpaid, job protected leave under the Family and Medical Leave Act in a rolling 12 month period for the birth or adoption of a child(ren) or to care for a seriously ill spouse, child, parent or step-parent or for a serious health condition which makes the employee unable to perform his or her job functions. During this period the Employer/Employee shall continue to pay their respective portions of medical and dental coverage as described in the collective bargaining agreement. Exception: The amount of leave taken for disability related to pregnancy is not subtracted from the 12 weeks provided under the Family and Medical Leave Act. Thus, an employee may take up to 120 calendar days for disability related to pregnancy or childbirth, as approved by a physician and an additional 12 weeks leave counting from the birth of a child to care for the infant. This leave must be taken within the first year of birth. Upon commencement of such leave, an employee will be permitted to take any current PTO to which he or she is entitled and then any banked leave to which he or she is entitled.

The Employer agrees to comply with applicable federal and state laws in providing unpaid family leave benefits to employees and further agrees that the law that is the most advantageous to the employee will be applied in each specific instance. Upon commencement of such leave an employee will be permitted to take any PTO pay to which he or she is entitled.

An employee returning from a family leave shall be reinstated to his or her former or substantially equivalent position after reasonable notice in writing of an intention to return unless but for the leave of absence the employee would have been placed on layoff status. This leave shall be in conformance with the Family Leave Act.

Section 9. Seniority shall continue to accumulate during the period of all leaves of absence and any extensions granted thereto.

Section 10. Generally, leaves of absence may not be taken in succession. Exceptions may be granted at the discretion of the Employer.

Section 11. Effective July 1, 2004, the Employer will provide up to a six-week Paid Family Leave in a rolling 12 month period as required by California law and as administered by the California Employment Development Department (EDD). This leave will not be paid for by the Employer, but by the State of California as funded by employee contributions. The Employer will require employees taking advantage of this state-funded and state-administered leave to use two weeks of earned, but unused, PTO or banked vacation, as available, while on Paid Family Leave. This type of leave will run concurrently with FMLA leave.

ARTICLE 10 JURY DUTY

After one year of employment an employee called for jury duty shall be excused from work and will receive for days which otherwise would have been worked the difference between regular straight time pay and the amount of jury pay for a total of no more than ten (10) work days. When called for jury duty, the work week will be Monday through Friday. Those

employees normally scheduled to work Saturday or Sunday may volunteer to work those days at regular straight time pay. An employee excused from jury duty prior to 10:00 a.m. shall contact the Employer for instructions. Jury duty vouchers shall be submitted to the Employer.

ARTICLE 11 THE UNION COMMITTEE

Management representatives as designated by the Chief Executive Officer shall meet not less frequently than once every two (2) months with a committee of Union members appointed by the Union to discuss matters of mutual concern, including staffing and what security may be necessary at centers and sub-centers where employees work after dark, but specifically excluding matters about which grievances have been filed.

The committee shall be comprised of six (6) Management representatives and six (6) Union representatives, plus the Local 721 field representative. Such meetings can be scheduled during nonworking time without pay but if these meetings are scheduled on work time the Red Cross shall pay up to four (4) employees one hour in wages for any time loss. For other employees on the committee, if the meeting is during the work day, they shall not be paid, but the Red Cross shall attempt to schedule them so as to make up for any lost hours so long as this will not result in overtime pay. Management will be responsible for providing written minutes of discussions held during union/management meetings.

ARTICLE 12 PROFESSIONAL WORK ENVIRONMENT

Section 1. The Employer shall provide orientation for new employees concerning the objectives, purposes and organization of the Employer, its blood services, its facilities, its programs, policies and procedures. All newly hired employees shall work under the direct supervision of a Team Supervisor/Manager for a period determined by the Employer. The Employer will assign staff nurses, mobile drivers, licensed vocational nurses, collections technicians and clerical assistants who are on

mobiles/centers during orientation as extra employees not counted in the staffing matrix. This includes employees who have not completed history training.

Section 2. It is the intention of the Employer to provide in-service training to help employees improve their job skills, learn new procedures, and achieve personal and professional growth. The Employer shall determine what training shall be mandatory and what training shall be voluntary. Attendance at voluntary training sessions will not be compensated. Attendance at mandatory training sessions will be considered working time for all purposes, including overtime compensation. Programs or training sessions necessary for maintenance of licensure, if any, shall not be considered mandatory unless so designated by the Employer, but will be discussed, at the request of the Union, through the Union committee meetings. The Employer will use its best efforts to obtain appropriate state certification for programs or training sessions provided by it which can satisfy requirements for maintenance of licensure.

Section 3. In accordance with conditions which may be imposed by the Employer, employees shall have access to the Employer's professional literature. The Employer, at its discretion, may consider suggestions for additional professional literature from its employees. Each employee may be provided the opportunity to attend a seminar sponsored by the Employer; such seminars may be conducted on a weekend day provided it is not a holiday weekend. These seminars are for the purposes of receiving information, training and updates on all relevant topics, including but not limited to, current status of the California Blood Supply, Red Cross Safety and Health Issues, latest data and recommendations for the Center of Disease Control and Prevention, OSHA guidelines and recommendations and reports on the effectiveness of the American Red Cross in fulfilling its mission for the previous year. The topics to be covered by the seminar will be discussed at the request of the Union through the Union/Management committee meetings. The days spent at seminars shall be considered work time and compensated accordingly. The Employer may conduct one or more such seminars each year and the specific date on which each employee will attend will be selected by the Employer.

Section 4. The Employer, at its discretion, may grant requests for full or partial tuition refunds for professional job related courses only, voluntarily taken by employees. Under no circumstances shall the Employer grant a tuition refund unless, in its judgment, the course in question will increase the employee's job related skills. The Employer will continue to offer the employees the American Red Cross educational incentive program to the extent that it remains available. Eligibility for the program shall be determined solely by the American National Red Cross and its Southern California Blood Services Region.

Section 5. The Employer, to the extent practicable, will arrange schedules so that nurses can attend courses which have been certified for credit towards maintenance of licensure. If a nurse gives the Employer two (2) weeks notice that the nurse has signed up for such a course on a day when the nurse is not regularly scheduled to work, the nurse will not be required to work mandatory overtime on such day. If a nurse gives the Employer two (2) weeks notice that the nurse has signed up for such a course on a day when the nurse is regularly scheduled to work, the Employer, to the extent practicable, will schedule the work on assignments for which regularly scheduled hours will not interfere with attendance at said course. At the Employer's discretion, proof of attendance at the course may be required.

In general, eligibility for preferred scheduling for school-related courses relevant to the products and services provided by the American Red Cross shall be based on seniority and shall begin after two (2) years of service with the Employer. Preferred scheduling for such school-related courses shall be based on both evidence of enrollment and completion of work-related courses.

It is incumbent on the employee to inform the Employer as soon as possible if preferred scheduling is no longer necessary because the employee has withdrawn from courses. The Employer retains the ability to make determinations in each individual case as to whether to grant preferred scheduling. The Employer will not withhold preferred

scheduling based on arbitrary or discriminatory reasons, but it is understood that Region business needs will be primary.

Section 6. Team supervisors/Managers, or the head or charge nurse in the absence of a team supervisor, assigned to each mobile/site shall be in full charge. All field representatives and volunteers working at a mobile/site shall work under the direction of the team supervisor. If in the judgment of the team supervisor it is unsafe to proceed with a blood mobile/site because of the types of facilities available, the team supervisor shall contact the appropriate Director of Collections or the Director of Collection's designated representative, who shall travel to the mobile/site in question to decide whether or not to cancel the mobile/site. In the event it is not practicable for the Director or the Director's designee to be physically present at the mobile/site, the team supervisor, after consultation with the Director or the Director's designee, shall have the sole authority to decide whether or not to cancel the mobile. Factors which will be considered by the Employer in making this determination include availability of restrooms, lighting, ventilation, temperature, and any other conditions which may pose a threat to the health or safety of the donors or staff. Changes in drawing hours will normally be made only after consultation by the appropriate Director of Collections or the Director of Collection's designated representative with the team supervisor. The parties recognize, however, that final authority with respect to such changes is with the appropriate Director of Collections or the Director of Collection's designated representative. Employees shall not be subject to discipline for refusing to continue working, or for refusing to report to a work site, if the employee has a good faith belief that his/her health and safety might be in jeopardy.

Section 7. If a Registered Nurse, Licensed Vocational Nurse or Collections Technician feels that a venipuncture should not be made, he/she shall consult the team supervisor. If the team supervisor determines that a venipuncture should be done, the team supervisor will do the venipuncture. Team supervisors or the head or charge nurse in the absence of the team supervisor, shall not do or direct venipuncture in violation of the Employer's blood program directives. If the Registered

Nurse's, Licensed Vocational Nurse's or Collections Technician's reason for feeling that a venipuncture should not be made is based on the physical condition of the donor, and if the team supervisor proceeds, upon request from the Registered Nurse, Licensed Vocational Nurse, or Collections Technician, the team supervisor will remain with the donor until the donor leaves the phlebotomy area.

Section 8. The Employer, to the extent practicable, will request donor organizations to locate mobile sites on the ground floor. The parties recognize that there may be occasions where this will not be practical.

Section 9. A procedure manual and/or E - Binder shall be available at all mobiles, and at centers and subcenters for each department to be available for all bargaining unit employees. The Employer shall use its best efforts to keep such procedure manuals up to date on a continuing basis.

Section 10. The Employer shall provide employees with a secured space for belongings on mobiles; provided, however, under no circumstances shall the Employer have any liability whatsoever to employees because of lost or stolen personal belongings under this Article or otherwise.

Section 11. Under no circumstances will a mobile operator be assigned full responsibility for donors in the canteen.

Section 12. All employees assigned to mobiles which are scheduled to return to centers or sub-centers after dark shall be entitled to a parking place, to the extent spaces are available in the staff parking lot. If spaces are not available, such employee shall contact the transportation supervisor, who shall use his best effort to provide a parking place.

Section 13. No employee shall be required to operate an unsafe vehicle. Red Cross vehicles shall be maintained in running condition, including safe tires and normal maintenance such as battery and oil checks.

Section 14. The Employer, to the extent practicable, will train all untrained volunteers. The parties recognize that some on-the-job training may be necessary.

Section 15. Each mobile shall be supplied with a sealed emergency box on site containing one battery operated lantern, one manual/battery operated radio, and one first-aid kit, to be utilized only in cases of emergency. The Employer shall demonstrate the use of equipment referenced herein to all new employees during orientation and to all existing employees once each year.

Section 16. One blood pressure cuff and one set of tools shall be provided per bed. Blood pressure cuffs shall be inspected for quality control and cleaned once per month.

Section 17. When a nurse is assigned outside his/her base center zone in circumstances where he/she will be traveling to or from such assignment in the dark, the Employer will, to the extent practicable, attempt to arrange that such nurse will be accompanied on a carpool basis by another nurse from that same base center; provided, however, that no obligation attaches to the Employer should other available nurses be unwilling to carpool; provided, further, that in no event will another nurse be so assigned if inconsistent with staffing needs as determined by the Employer.

Section 18. The Employer will, upon employee request and at the Employer's expense, supply hepatitis B vaccine to members of its nursing staff.

Section 19. Upon employee request, and upon a determination of need as evaluated by the appropriate Director of Collections or the appropriate Director's designee, or by any licensed physician, the Employer shall provide appropriately sized hypo-allergenic gloves.

Section 20. The Employer will comply with applicable State and Federal laws and regulations relating to Occupational Safety and Health.

Section 21. Fans will be available for sites that are not air-conditioned. It is recognized that not all facilities may be able to accommodate the electrical requirements needed to operate the fans.

Section 22. The Employer shall use its best efforts to provide a smoke-free working environment. Staff involved in recruiting donor groups shall attempt to secure a smoke-free area for blood drives. It is recognized that as guests of the facility owner or tenant, the Employer cannot enforce this provision. The Employer will continue to provide a smoke-free working environment in all its centers and sub-centers.

Section 23. The collections staff, at the option of the American Red Cross, may be asked to assist in the set up and break down of blood drives. If the American Red Cross assigns this task, it will meet with the Union to discuss the implications regarding hours of work and types of assignments. This change will require at least sixty (60) days notice to the Union prior to any change.

Section 24. It will be the practice of the Region to train staff in the operation of newly introduced operational equipment prior to introduction at the worksite.

ARTICLE 13 SCHEDULING

Section 1. Duty schedules shall be posted as far in advance of the assignments contained therein as is practicable, which shall normally be two (2) weeks in advance. (For example, the schedule for the week beginning on Monday the 15th of a month, will normally be posted on Monday the 1st of said month.) The parties recognize that frequent changes in scheduling may be necessary. The Employer shall use its best efforts to give forty-eight (48) or more hours' notice of a change in schedule. However, the parties recognize that there will be occasions when shorter notice will be given.

Section 1. (a) On those occasions when shorter notice of a change in schedule must be given, employees shall be granted premium pay on the following schedule if the impact of the change involves (1) a shift in hours of two hours or more or (2) a shift in location that moves the employee a distance of 15 miles or more (one-way) than originally driven from their original assignment, then employees shall be paid a same day premium of \$15.00. Same day is defined as any changes after 6:00 PM of the night before the day of the drive. This provision does not include employees on sick call replacement.

Section 1 (b) For any scheduling need or change, including, but not limited to, projection dropping, cancellations, over or understaffing, staff shall be given the option of reassignment by seniority where there is an opening as long as the staff is balanced by qualification and skill.

Section 2. The Employer shall take into account the proximity of the employee's home to the mobile site in scheduling, but both parties recognize that home location can not be the sole or most important criteria in scheduling. The schedule will list the location and time.

Section 3. The parties recognize that the primary purpose of the blood program is to collect the maximum obtainable amount of blood. Donors shall not unreasonably be turned away from blood banks. Under no circumstances shall an eligible donor who physically appears at a mobile blood bank location at or within ten (10) minutes after the posted donor closing time be turned away without approval by the team supervisor or other management personnel. With respect to Center and Subcenter blood bank locations, donor hours shall be posted to end forty five (45) minutes prior to the end of the nursing shift, which is to allow a fifteen (15) minutes grace period for late arriving donors.

Section 4. The current individuals who are head nurses shall remain head nurses but the American Red Cross has no contractual obligation to replace the position if he or she retires, resigns, is terminated or is promoted.

Section 5. Each site shall be supervised by a Team Supervisor/Manager or in the absence of a Team Supervisor/Manager, the Employer may designate a Head Nurse to be in charge. If no former head nurse is available, an RN or staff person with equivalent education and training; eg., with a degree in a health care related field, shall be assigned to these duties and shall be paid a 15% premium. No employee shall be so assigned to be in charge until he/she has received training as a charge person.

Section 6. At a collection site, no collections staff person, whole blood or automated collections, shall be left alone to process donors without the presence of another nurse or collections technician.

Section 7. The parties recognize that the safety and comfort of the donor, while protecting the interests of the employee, are important considerations to assure continued growth of the Red Cross.

Section 8. When a team supervisor and a head nurse are working at the same site, the head nurse can be assigned staff duties.

Section 9. In the absence of a team supervisor, staffing patterns shall be set to allow a head nurse or charge nurse to perform the duties of head nurse during the normal work day.

Section 10. The employer may allow assignment trades, and has the authority to restrict the number of trades. Consistent with operational and financial needs the Red Cross shall not unreasonably withhold approval.

ARTICLE 14 PERFORMANCE EVALUATION

A written performance evaluation shall be privately presented to each employee by the Employer no less frequently than once a 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 with its content. A copy of the performance evaluation shall be given to the employee within a reasonable time not to exceed fourteen (14) days following initial presentation thereof to the employee. The employee may, at the option of the employee, indicate any disagreements on the form itself and attach comments regarding such disagreements to the form. Performance evaluations shall not be subject to arbitration as such. This shall not in any way prevent the Union from challenging the validity of performance evaluations in an arbitration protesting discipline, discharge, layoff or failure to promote.

ARTICLE 15 SENIORITY

Section 1. Seniority is defined as the length of unbroken service since the most recent date of hire or rehire. The two departments are Whole Blood (which includes ALYX) and Automated Collections which includes Special Collections.

Section 2. Layoff and recalls shall be done on the basis of bargaining unit/classification seniority and shall not be done separately by centers or sub-centers. It is recognized that length of service within the classification affected shall govern where, in the opinion of the Employer, job performance in, and skill, ability and qualifications to perform the work are equal.

After six months of work within the department and classification, in the event of lay-off, bargaining unit seniority shall govern, i.e. an automated collections nurse having six (6) months as an automated collections nurse, will have seniority over an automated collections nurse with more time in automated collections if the former has more bargaining unit seniority.

During the first six months in a new classification in the event of a layoff, the employee's bargaining unit seniority shall not be a factor in determining lay-off in that classification. In the event of a layoff the

Employer may decide how many employees are to be reduced in each classification.

Section 3(a). In the case of a layoff in the Whole Blood Department, staff scheduled for layoff or previously laid off, will have first priority for openings, if any, in the Automated Collections Department. In the case of employees subject to layoff or previously laid off who are bidding into a new classification or department who, in the opinion of the Employer have equal skill, ability and qualifications to perform the work, length of service in the prior classification or department shall govern.

Section 3(b). In the case of a layoff in the Automated Collections Department, staff scheduled for layoff or previously laid off will have first priority for openings, if any, in Whole Blood. In the case of employees subject to layoff or previously laid off, who are bidding into a new classification or department who, in the opinion of the Employer have equal skill, ability and qualifications to perform the work, length of service in the prior classification or department shall govern. They may also use their bargaining unit seniority to displace a less senior employee in their classification in Whole Blood. This section can only be exercised in cases of permanent lay-offs.

Section 4. An employee subject to lay off may not bump an employee in another department or employee classification except as described above.

Section 5. Any employee wishing a change in job classification to staff nurse or mobile operator may so apply in writing. Any such employee will receive fair and impartial consideration for such position before such position is filled from outside the contract unit.

Section 6. Job location assignments shall be at the discretion of the Employer. Any Employee may in writing request a transfer to a particular center or subcenter. The Employer to the extent practicable as openings occur will grant requests for such transfers. Seniority will be one of the factors considered.

Section 7. Seniority shall cease and employment shall terminate for any of the following reasons:

- a. Discharge**
- b. Resignation**
- c. Retirement**
- d. Failure to notify the Employer of an intention to return to work within five (5) working days after notice of recall is sent by certified mail to the employee's last address shown on the Employer's records and to actually return to work within ten (10) working days after such sending of such notice.**
- e. Absence from work for three (3) consecutive working days without notice unless physically unable to give notice.**
- f. Failure to return to work at the expiration of any leave of absence or extensions thereof.**
- g. Absence from active work for any reason for a period in excess of a granted leave of absence.**
- h. Absence from active work due to layoff for a period in excess of nine (9) months.**

Section 8. If an employee accepts another job with the Employer outside the bargaining unit, and within six (6) months returns to the bargaining unit, upon return the employee will be credited with the same seniority date applicable prior to removal from the bargaining unit. Seniority shall terminate for all purposes when the employee has been removed from the bargaining unit in excess of six (6) months.

Section 9. When an Employee transfers from one Department to another as a result of the employee's request or a transfer from Whole Blood to

Automated Collections he/she shall be placed in the pay step that would be closest in wages to the wages in their former position.

Section 10. If the Red Cross has advance knowledge that a lay-off is needed, it shall give notice to the Union and shall meet and confer regarding the affect of the lay-off and to discuss if there are any alternatives to the lay-off.

Section 11. Beginning in November, 1997, a committee of equal number of employer and employee representatives shall meet to discuss a pilot program for cross-training employees between Whole Blood and Automated Collections and all the issues that arise from cross-training.

Section 12. The Employer shall grant written requests for transfer where there are openings based on bargaining unit seniority where skill and ability are relatively equal. The Employer shall post such openings and grant such written requests for transfers based on seniority as well as the Employer's opinion of job performance, skill, ability and qualifications. All posting shall be for no less than a five (5) day period at each center, subcenter and mobile. The posting shall list the home base location if applicable.

ARTICLE 16 DISCIPLINE AND DISCHARGE

Section 1. Employees may be disciplined or discharged only for just cause.

Section 2. Discipline will be issued within thirty (30) days of the Employer's knowledge of the incident.

Section 3. The Union will normally be notified by telephone or letter mailed within forty-eight (48) hours of all disciplinary suspensions and discharges; provided, however, failure to give such notice shall have no effect whatsoever on the validity of the suspension or discharge.

Section 4. Employees returning from leaves will be at the same level of discipline as when they went out on leave as though no time had elapsed.

ARTICLE 17 NO STRIKES-NO LOCKOUTS

Section 1. During the term of this Agreement, or any period of extension, neither the Union, its members, or any employee covered by this Agreement will call, sanction, or participate in any strike, stoppage of work, picketing, slowdown, sympathy strike or concerted interruption of any function of the Employer, whether or not the cause therefore was or was not subject to arbitration. If such action occurs, the Union will make every reasonable effort to terminate such action. An employee engaging in such action will not be entitled to any benefit that occurs or accrues during that time, and shall be subject to discharge or other discipline at the Employer's sole discretion. Nor will the Union, its members, or any employee engage in a boycott or do consumer hand billing at any company or donor group who have scheduled blood drives.

Section 2. During the term of this Agreement, or any period of extension, the Employer will not commence nor continue a lockout of its employees.

Section 3. The Employer and the Union shall have the right to full judicial relief, including injunctive relief, for the violation of this Article.

ARTICLE 18 GRIEVANCE AND ARBITRATION

Section 1. A grievance is hereby defined as a claim against, or dispute with, the Employer by an employee, employees or the Union involving the interpretation or application of the terms of this Agreement.

Section 2. Such grievances shall be handled in the following manner:

STEP ONE: The grievance shall be orally presented to the appropriate Director of Collections or appropriate Director of Collections designated representative for discussion and resolution.

STEP TWO: If no settlement is reached, the grievance shall be reduced to writing and shall be presented by the grievant and/or a designated representative of the union to the appropriate Director of Collections or the appropriate Director of Collections designated representative.

STEP THREE: If no settlement is reached, a meeting shall be held between the Chief Executive Officer or the Chief Executive Officer's designated representative and the employee, who shall be accompanied by the designated representatives of the Union.

Section 3. Any grievance not presented to the Employer in writing as provided in Step Two of Section 2 above within twenty-one (21) calendar days after the occurrence of the event or facts on which the grievance is based shall be waived for all purposes. If no settlement is reached at Step Two, the grievance shall be appealed to Step Three in writing within ten (10) calendar days after the date of presentation at Step Two. Such meeting shall be scheduled within fifteen (15) calendar days of appeal to Step Three. A written answer shall be sent to the Union within ten (10) calendar days following the meeting. If no settlement is reached at Step Three, the grievance may be appealed in writing to arbitration within twenty-one (21) calendar days of the receipt of the Step Three answer.

Section 4. In reducing a grievance to writing as herein before provided, the following information shall be stated: The nature of the grievance, the act or acts complained of and when they occurred, the identity of the grievant or grievants, the specific section or provision of this Agreement that the grievant or grievants claim the Employer has violated, and the remedy sought.

Section 5. Any grievance not presented in writing and appealed in writing within the time limits herein before provided shall be waived for all purposes.

Section 6. The time limits herein may be extended by written agreement, or oral agreement, provided written confirmation of the latter is provided the other party and postmarked within five (5) working days.

Section 7. If the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days after such written appeal to arbitration, an arbitrator shall be selected by alternate striking from the following list of names:

- 1. Sara Adler**
- 2. Louis Zigman**
- 3. Mark Burstein**
- 4. Joseph Gentile**
- 5. Michael Prihar**

Section 8. The arbitrator shall not have jurisdiction or authority to modify, add to, subtract from, change or amend in any way any term or condition of this Agreement or to render an award which is in conflict with any of the provisions of this Agreement. The arbitrator shall render a decision within sixty (60) calendar days of his/her receipt of briefs from the parties. In the event written briefs are not submitted, the arbitrator will render a decision within thirty (30) days of the last day of hearing.

Section 9. The fees and expenses of the arbitrator and the cost of the reporter's transcript, if either party requests same, shall be borne by the party whose principal contention is not sustained by the arbitrator's decision. If there is a dispute as to which party's principal contention is not sustained, the arbitrator shall resolve such dispute.

ARTICLE 19 UNION REPRESENTATIVES

Section 1. The Union shall appoint not more than nine (9) employees to be Union representatives. Immediately upon the selection of such representatives, the Union shall notify the Employer in writing as to their

identity and as to the identity of the alternate, if any, who shall serve only in the absence of the designated Union representative. The Employer shall not be required to recognize any other employee representative of employees or the Union in the adjustment of grievances.

Section 2. Said Union representative shall be required to investigate and adjust grievances on non-working time in all cases where that is possible. Where it is impossible for a Union representative to investigate or adjust a grievance on non-working time, the Union representative shall be required to notify and obtain the approval of management before leaving the work assignment. Such approval shall not be abused or unreasonably withheld. Only that amount of time necessary for the adjustment and investigation of the particular grievance shall be utilized, and there shall be no interference with work.

**ARTICLE 20
ACCESS TO FACILITIES**

Section 1. An authorized full-time representative of the Union shall, upon reasonable advance notice to the Employer, be permitted, at reasonable times and so as not to interfere with work, to come onto the Employer's facilities.

Section 2. Upon reasonable advance notice by the Union, and if in the Employer's sole judgment it is convenient and practicable to do so, the Employer shall make available its facilities for Union meetings for employees covered by this Agreement.

**ARTICLE 21
CONFORMITY TO LAW - SAVING CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, performed or enforced except to the extent permitted by law. If any provision of this Agreement is found to be in conflict with the laws of the State of California or the

United States, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 22 MANAGEMENT RIGHTS

All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer except to the extent specifically surrendered by the express provisions of this Agreement. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to, the right to establish and administer policies, procedures and standards related to donor care and the collection of blood; to direct and schedule the work force; to hire, promote, demote, transfer and lay off employees; to reprimand, suspend, discharge and otherwise discipline employees for just cause; to determine the number of employees and the duties to be performed; to maintain efficiency; to establish, expand, reduce, alter, consolidate or abolish any job classification, operation or service; to determine staffing requirements; to control and regulate the use of facilities, supplies, equipment and other property; to determine the number, location and operation of collection points; to make transportation arrangements to collection points; to determine the qualifications required and size and composition of the work force; to discontinue, reorganize or combine any operation despite any consequent reduction or other change 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; to establish and change reasonable rules, regulations, policies and practices; to determine the extent to which the work required in the blood program shall be performed by employees covered by this Agreement; to determine the number of supervisors and other jobs or positions outside of the bargaining unit covered by this Agreement, and the right to determine the means of selection, transfer and promotion of employees to said positions and jobs; to determine professional standards; to schedule hours of operation and work; to

determine the scope of the Employer's activities and the location of such activities; and to determine the materials and equipment to be utilized.

**ARTICLE 23
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 and existing agreement between the parties hereto, and supersedes all prior agreements and understandings, oral or written, express or implied, or practices, between the Employer, the Union and the Employer's employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

Section 2. The parties 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, including any subject or matter which under this Agreement is within the right of management to decide, even though such subjects or matters may not have been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 24
WAIVER**

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

ARTICLE 25
PROFESSIONAL LIABILITY INSURANCE

For the term of this agreement, the employer will continue professional liability insurance in accordance with Red Cross contract as amended from time to time at the sole discretion of the National Red Cross.

ARTICLE 26
HOURS OF WORK AND OVERTIME

Section 1. This Article defines the normal hours of work and in no manner shall limit the Employer in requiring longer hours of work as long as the overtime requirements set forth below are met.

Section 2. The work week shall be the period beginning at 12:01 a.m. Monday and ending at 12:00 midnight the following Sunday. The normal work week shall be performed in five (5) consecutive days, Monday through Sunday, but this does not constitute a guarantee. Based on an individual staff member's voluntary request and management approval, Collections staff may be assigned to work five (5) non-consecutive days based on operational needs. An employee may rescind his/her request with four weeks notice. There will be no direct solicitation of individual employees to work non-consecutive days.

Section 3. The normal work day shall be calculated from the employee's time of arrival at the work site and shall end at the time of departure. This shall not constitute a guarantee of hours of work per day except as discussed in Sections 21 and 23.

Section 4. For employees not assigned to mobiles, there shall be a thirty (30) minute unpaid meal period as near to the mid-point of an employee's shift as is practicable and is determined by the team supervisor. Such employees shall receive a fifteen (15) minute rest period during the first half of their shift and a fifteen (15) minute rest period during the second half of their shift.

Section 5. For those employees assigned to mobiles there shall be a thirty (30) minute unpaid meal period as near to the midpoint of an employee's shift as practicable as determined by the team supervisor in compliance with IWC orders. Employees shall receive a ten-minute rest period during the first half of their shift and a ten-minute rest period during the second half of their shift. Break times shall be as close as practicable to the midpoint of the shift while not impeding donor flow. The Region may apply for a waiver from the IWC for a combined 20-minute break. It is understood that the 20-minute break, if approved, will replace the two ten-minute breaks.

Section 6a. For overtime work on an employee's normally scheduled day(s) off, or holiday(s), the Employer will first attempt to obtain volunteers by order of seniority before requiring employees to perform such work. If an adequate number of volunteers is not found, staff will be assigned by mandated reverse seniority. For automated collections staff, the Employer will first attempt to obtain volunteers by seniority before requiring employees to perform such work; if an adequate number of volunteers is not found, staff will be assigned based on the least number of holidays worked in the past two (2) years, and finally, staff will be assigned on the basis of mandated reverse seniority. The overtime work will not be normally scheduled on Saturday or Sunday after 5:00 p.m. The overtime sign up list will be posted the 7th day of each month for sign up by the 12th day of that month for the following month. Mandated work in excess of regularly scheduled work days shall be rotated on the "rotation list" among those employees in each department who could be reasonably assigned to perform such work. Where mandatory work requires additional employees than those normally scheduled to work, such required work shall be spread among those employees in the unit who could reasonably be assigned to such work. This overtime does not include hours added to the day, which should be performed by those employees already on duty.

Section 6b. Under the provisions of Article 26, Section 6a, the American Red Cross will not be mandated to use seniority when blood drives have special requirements; e.g., bilingual speakers, geographic proximity or

distance, time constraints. Also, if an employee is on PTO/leave, the American Red Cross will not have an obligation to call the employee for overtime work during such time as he/she is on PTO/leave. It is understood by all parties that the sole remedy for any violation of this clause by the Employer shall be the reallocation of future overtime opportunities, and in no event shall the Employer be liable to pay back wages for any such violation.

Section 7. Team supervisors shall determine all tasks with respect to an employee unless a head nurse or RN has been designated in charge in which case they shall determine the task assignments.

Section 8. All work performed in excess of eight (8) hours per day and forty (40) hours in any one (1) week, both exclusive of meal periods, shall be compensated at the rate of one and one half (1-1/2) times the employee's regular straight-time hourly rate of pay.

Section 9. Overtime at the rate of one and one half (1-1/2) times an employee's regular straight-time hourly rate of pay shall be paid for all work performed on the sixth (6th) day of work and overtime at the rate of two (2) times an employee's regular straight time hourly rate of pay shall be paid for the seventh (7th) day of work performed in one week.

Section 10. The Employer shall have the right to determine when overtime shall be worked. The Employer shall also have the right to require the performance of such work.

Section 11. In no event shall overtime or premium pay be pyramided or duplicated. In the event two (2) or more overtime and/or premium rates of pay apply, the highest rate shall be applied.

Section 12. All working time shall be calculated in increments of fifteen (15) minutes or major fractions thereof (e.g., an employee stopping work at 5:07 will be deemed to have stopped work at 5:00; an employee stopping work at 5:08 will be deemed to have stopped work at 5:15).

Section 13. The Employer will try to avoid scheduling employees to start work within twelve (12) hours after the completion of the prior work period. The parties recognize that there will be occasions when employees will be scheduled to work within twelve (12) hours of completion of a prior work period, but this exception shall not be used to abuse the twelve (12) hour rule and the Employer will not ask for or accept waivers from employees in this regard.

Section 14. The parties recognize that the Red Cross is an emergency and disaster organization. With the exception of the overtime requirements, none of the restrictions on the Employer contained in this Article shall be applicable to work performed because of an emergency or disaster.

Section 15. If an employee as instructed reports to a place of work (i.e., a mobile site, center or subcenter) and no work is available, the employee shall contact the appropriate Director of Collections or the Director of Collection's designated representative for instructions. If the employee is sent home, the employee shall be paid seven hours (7) hours show up pay on mobile, and eight hours on fixed site. This is applicable when there is no work available, excluding Acts of God. If the employee is reassigned to another working location, working time will be continuous and, if applicable, overtime will be paid. The Employer will endeavor to reassign such an employee to work with reasonable comparable hours.

Section 16. When a collection operation is scheduled to be open for extended hours requiring more than one shift, each shift shall be supervised by a team supervisor or a designee and shall initially be scheduled for approximately equal amounts of time. The Employer may require extra work beyond the required hours should the team supervisor or designee deem such extra work necessary.

Section 17. All holidays, except for floating holidays (formerly called personal days), shall be considered as time worked for the purpose of computing overtime.

Section 18. The schedule for special mandatory blood drives (e.g. KLOS, Save a Life Sunday, Thanksgiving, Christmas and New Year's Day) shall be posted within one week of the Employer's knowledge of the scheduled date.

Section 19. The Employer shall not schedule any split shifts (i.e. a shift with unpaid breaks other than the meal period set forth in this Agreement.) Time spent at training shall not be considered a split shift. Employees will remain on the clock and be compensated accordingly for mileage and time for time spent at training and all time worked, not to be less than the guaranteed hours.

Section 20. The Union and the Employer agree that during the term of this Agreement, pursuant to a written agreement, voluntarily agreed to by the Employer and at least two-thirds (2/3) of the affected employees in a work unit, agree to the flexible work arrangement in writing and by a secret ballot election, a regularly scheduled week of work can be scheduled which includes not more than four (4) working days of ten (10) hours. Employees shall receive one and one-half (1-1/2) times the regular rate of pay for all hours after ten (10) and two (2) times the regular rate of pay for all hours after twelve (12) in a day. Holidays and PTO shall be based upon ten (10) hours work per day.

Section 21. Employees who report to work on a non-regularly scheduled day shall be paid a minimum of four (4) hours.

Section 22a. Mileage Calculation for Mobile Staff. Mileage will be compensated at the current IRS rate for all miles driven after the first ten (10) miles from the employee's residence going to and leaving the assigned work location (20 miles roundtrip). Daily mileage calculations shall be posted by the employer for each employee. Such miles will be computed from the individual's home based on a calculation made by the Red Cross computer program that can determine actual miles. If the Employee is requested to drive from one site to another he/she shall receive the current IRS rate for all miles driven between those points. An employee changing his/her address must bring proof of the new address. Any calculation that

