

**AMERICAN RED CROSS**

**BLOOD SERVICES**

**NORTH CENTRAL REGION**

**ST. PAUL MINNESOTA**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL**

**EMPLOYEES**

**COUNCIL — No 5**

**October 1, 2018 through September 30, 2021**

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## AGREEMENT

This Agreement entered into as of this 20th day of November, 2018, by and between AMERICAN RED CROSS BLOOD SERVICES – NORTH CENTRAL REGION, hereinafter called the "Employer", "ARC", or "Region" and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPLE EMPLOYEES – COUNCIL 5, called the "Union" or COUNCIL 5.

The Employer agrees to act at all times in such a manner as to assure proper dignity and respect to all employees covered by this Agreement. The Union and the said employees agree to act at all times in such a manner as to assure proper respect to the Employer. The Union and the Employer agree to cooperate in assuring the efficient operation of the Region, in serving the needs of the community, and in meeting the highest of professional standards in such service.

Pursuant to an election conducted on October 25, 2016, and certified by the American Arbitration Association, the North Central Region Blood Services of the American Red Cross recognizes the American Federation of State, County and Municipal Employees Union, Council 5, as the sole and exclusive bargaining agent as modified for:

All full-time and regular part-time Apheresis Collection Specialist I and II; Apheresis CSNS; Collection Specialist I, II and III; Collection Tech I, II and III; CSNS; Driver; Kitter; MUA I and II; and mobile unit CMC employed by the Employer for fixed site and mobile units located in Alexandria, MN; Arden Hills, MN; Bloomington, MN; Mankato, MN; Marshall, MN; Minneapolis, MN; St. Cloud, MN; St. Paul, MN and Eau Claire, WI but EXCLUDING all other employees, including all confidential employees, office clerical employees, professional employees, managerial employees, guards, and supervisors as defined in the Act.

## ARTICLE 1: UNION RECOGNITION

- 1.1 The Employer recognizes the Union as the sole collective bargaining representative of its employees as defined herein for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, subject to and in accordance with the terms of this Agreement and the provisions of the Labor-Management Relations Act of 1947, as amended.
- 1.2 Any disputes regarding inclusion or exclusion that remain unresolved following this discussion shall be promptly referred to the National Labor Relations Board for a decision. Wages for a newly established titles included in the Bargaining Unit shall be negotiated.

## ARTICLE 2: NATIONAL ADDENDUM

- 2.1 The parties acknowledge that if provisions of this Agreement conflict with or are North Central Region Biomed

inconsistent with specific provisions of the National Addendum, the specific provisions of the National Addendum shall supersede the provisions of this Agreement.

- 2.2 The National Addendum covers, but it is not limited to: holidays, paid time off (PTO), healthcare, flexible spending accounts and the American Red Cross Savings Plan 401(k).

### ARTICLE 3: CHECK OFF

- 3.1 It shall be a condition of employment, unless otherwise allowed by State or Federal law, that all employees of the Employer covered by this Agreement who have completed thirty (30) calendar days of employment shall either become and remain members of the Union during the term of this Agreement or pay a monthly service fee determined by the Union.
- 3.2 Upon receipt of a valid signed authorization, the Employer shall deduct from each employee's biweekly pay the duly authorized dues or service fee, payable to the Union for the period specified in such authorization. The amounts of such dues or fees will be certified to the Employer by the Financial Secretary of the Local Union. Failure to authorize either dues deduction or service fee within thirty (30) days of non-probationary employment shall result in termination.
- 3.3 Deductions authorized by Local 3931 for dues or service fee shall be made biweekly and shall be remitted to the Union no later than the tenth (10th) day of each month for the previous month. If an employee has insufficient earnings, giving due consideration to minimum wage laws, any month to equal the dues deduction or initiation fees deduction, as the case may be, and the deduction shall be made in the next payroll period in which the employee has sufficient earnings. The Employer shall furnish the Union each month with a record of deductions made during the month. The Union shall hold the Employer harmless from any and all claims arising from its compliance with this provision.
- 3.4 The Employer shall provide the Union with the name, address, classification, wage rate and hiring date of any new employee hired to fill a job covered by this Agreement, and further, the Employer shall provide the Union with the name of any employee covered by this Agreement who terminates employment.

### ARTICLE 4: DEFINITIONS

- 4.1 Employees. The positions specifically covered by this Agreement include regular full time, regular part time, and temporary full time and temporary part time
- 4.2 This agreement applies only to those employees and not to employees of another American Red Cross affiliated operating unit or at any other facility.

- 4.3 Week-day. As used in the Agreement, the term "week day" shall mean Monday, Tuesday, Wednesday, Thursday and Friday. It is understood that American Red Cross, North Central Blood Services Region is a seven day a week operation.
- 4.4 Calendar Day. As used in the Agreement, the term "calendar day" shall mean one midnight to the next.
- 4.5 Hire Date. As used in this Agreement, the term "hire date" shall mean the date an individual begins work with the American Red Cross as either a regular full-time or regular part-time employee. This date does not apply to per diem or temporary employees.
- 4.6 Gender. All references to employees contained in the Agreement shall be deemed to apply to both male and female employees, regardless of the gender implied in the reference, except for those matters which from the context can only apply to one sex or the other.

## ARTICLE 5: PROBATIONARY PERIOD

- 5.1 An Employee's first six (6) months worked in the bargaining unit will be the only probationary period served under this agreement
- 5.2 An employee may be discharged during the probationary period for any reason whatsoever with or without cause and without recourse. The grievance (Article 10) and arbitration (Article 11) procedure shall not apply to any probationary employee and the discharge of any probationary employee is not grievable or arbitrable.
- 5.3 Upon satisfactory completion of the probationary period an employee shall be considered a regular non-probationary employee and his or her seniority shall date from the beginning of that probationary period.
- 5.4 If an employee is re-hired by the Employer after cessation of a prior period or periods of employment with the Employer, he or she shall be required to complete successfully a new probationary period and his or her seniority shall date from the beginning of that new probationary period. This Section shall not apply in the case of return from an approved leave of absence or recall from layoff, provided that the employee's employment with the Employer had not terminated prior to the return or recall.

## ARTICLE 6: BULLETIN BOARDS

- 6.1 The Employer shall designate four bulletin boards of reasonable size for use by the Union at an accessible location determined by the Employer. The Union shall be responsible for maintaining the bulletin board in a neat and professional

manner, and shall use the bulletin board for official business only. The Union shall not use, or permit the use of, the bulletin board for purposes derogatory to the Employer or otherwise not suitable for display in the work place.

## ARTICLE 7: MANAGEMENT RIGHTS

- 7.1 Employer's Rights. It is understood and agreed that all of the rights, powers and authority of the Employer to manage and operate its business and operations are retained and vested in the Employer, except those specifically abridged or modified by this Agreement or any supplementary agreement that may hereafter be made.
- 7.2 Management rights reserved to the Employer by this Article include, but are not limited to: the full control, management and operation of its business and its facility; the determination and scope of its activities, services to be provided, and all methods pertaining thereto; the location, size and number of all facility or service areas; the determination of materials, parts, products, machinery and equipment to be acquired or utilized, and the layout and scheduling thereof; the establishment of quality standards, the establishment of productivity standards and services to be rendered; the rights to establish, change, combine or eliminate jobs, duties, job classifications (if any) and job descriptions; the right to establish wage rates for new or changed jobs or positions; the right to introduce new or improved procedures, methods, processes, facility, machinery and equipment or to make other changes to promote efficiency, or to make technological changes; the right to maintain order and efficiency and to issue, modify and enforce rules and regulations; the right to lay off employees; the right to discipline or discharge employees for cause as provided by Article 12 of the Agreement; the right to contract or subcontract subject to Section 7.4 of this Article; the determination of which facility or facilities, or part thereof, shall be operated, relocated, shut down, sold or abandoned; the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof; the determination of the number of employees; the assignment of duties to employees including the right to assign work to supervisory employees as provided by the National Addendum; the manning of equipment and the right to change, increase or reduce the same; the direction and control of the work force; the right to be the sole judge of applicants for employment, their qualifications, and fitness; the right to hire or refuse to hire any employee; the right to train; and consistent with the provisions contained in this Agreement, the right to take whatever action that is or may be otherwise necessary in the Employer's judgment and discretion to administer its operations and to direct its employees.
- 7.3 The Employer's failure to exercise any prerogative or function hereby reserved to it, or the Employer's exercise of any such prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

- 7.4 It is understood and agreed by the Union and the Employer that for the Employer to operate its business successfully, subcontracting and contracting of work is a necessary element of the operating process. When the subcontracting or contracting (a) has the intent of laying off unit employees on the active payroll and (b) will have the effect of laying off unit employees on the active payroll, then and only then the Employer will provide the Union with notice fifteen (15) working days in advance of the decision to subcontract or contract and will be available to meet with the Union to discuss the intended subcontracting or contracting during the fifteen (15) working day period.

## ARTICLE 8: NO STRIKE/NO LOCKOUT

- 8.1 In consideration of the Employer's commitment as set forth in Section 8.5 of this Article, the Union, its officers, agents, representatives, and the Employer's bargaining unit employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, slowdown, work stoppage, picketing, interruption of work or any other interference with operations. The Union, its officers, agents, representatives, and the Employer's bargaining unit employees further agree that during the term of this Agreement, or any period of extension, they will not boycott, or do Red Cross-related consumer hand-billing at any Red Cross location; at any sponsor location; or to any donor group or sponsor who has scheduled a blood drive(s) with the Red Cross. Further, the Union, its officers, agents, representatives, and the Employer's bargaining unit employees shall not sponsor, run, pay for, support, encourage, or condone any media, whether print, broadcast, Internet, or social media calling for the boycott of the Red Cross or its products in any way.
- 8.2 The failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for immediate discipline, up to and including discharge. The failure or refusal by a Union officer, agent, representative, steward or committee member to comply with the provisions of Section 8.1 of this Article constitutes leading and instigating a violation of said Section 8.1, it being specifically agreed that the Union officers, agents, representatives, stewards and committee members, if employed by the Employer, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 8.1 of this Article by reporting to work and performing work as scheduled and/or required by the Employer.
- 8.3 In any arbitration proceeding contesting discipline imposed on an employee under this Article, the Arbitrator's jurisdiction shall be limited to determining whether any conduct prohibited in Section 8.1 occurred and whether the employee(s) whose discipline is the subject of arbitration in any manner engaged in conduct prohibited by Section 8.1. If the Arbitrator finds that the employee(s) in any manner engaged in conduct prohibited by Section 8.1, the Arbitrator shall deny the grievance(s) giving rise to the arbitration and shall have no authority to modify or alter the



discipline imposed by the Employer.

- 8.4 Upon notice from the Employer of employee's violation of Section 8.1, the Union within one (1) hour or as soon as reasonably possible but in no event more than one (1) day shall publicly disavow such action; and go to the site of the work stoppage or other action to advise participants that the work stoppage or other action is unauthorized, in violation of the current labor agreements and direct that the participants return to work and discontinue the prohibited conduct. The Union's public disavowal, action, or advice taken under Section 8.4 does not mean the Union agrees there has been a violation of Section 8.1, and such attempt to comply with Section 8.4 shall not be used as evidence or proof in any proceeding of a violation of Section 8.1.
- 8.5 In consideration of the Union's commitment as set forth in Section 8.1 of this Article, the Employer and its representatives shall not lock out employees or threaten directly or indirectly to lock out employees during the term of this Agreement.
- 8.6 In the event of an alleged violation of Section 8.1 of this Article by the Union or violation of Section 8.5 of this Article by the Employer, the Employer or the Union, respectively, may institute expedited arbitration proceedings regarding such alleged violation of Section 8.1 or Section 8.5, respectively, by delivering notice thereof by hand delivery or facsimile to the Union or to the Employer and to the American Arbitration Association. Immediately upon receipt of such written or facsimile notices, the American Arbitration Association shall appoint an Arbitrator to hear the matter. Such Arbitrator shall be a member of the National Academy of Arbitrators. The Arbitrator shall determine the time and place of the hearing, give notice thereof by facsimile and hold the hearing within twenty-four (24) hours after the appointment.
- 8.7 The fees and other expenses of the Arbitrator in connection with this expedited arbitration proceeding shall be shared equally by the Employer and the Union. The failure of either party or any witnesses to attend the hearing as scheduled and noticed by the Arbitrator shall not delay the hearing and the Arbitrator shall proceed to take evidence and issue an award and order as though such party or witness were present. The sole issue at the hearing shall be whether a violation of Section 8.1 or Section 8.5 of this Article has occurred or is occurring and the Arbitrator shall not consider any matter justifying, explaining or mitigating such violation.
- 8.8 If the Arbitrator finds that a violation of Section 8.1 or Section 8.5 of this Article is occurring or has occurred, the Arbitrator shall issue a cease and desist order with respect to such violation. The Arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on the Employer and the Union.
- 8.9 In the event of an alleged violation of Section 8.1 or Section 8.5 of this Article to which Section 8.6 of this Article is applicable, the Employer or the Union,

respectively, may immediately apply to the United States District Court for the District of Minnesota or any other court of competent jurisdiction for injunctive relief, including a temporary restraining order, prohibiting the continuation of such an alleged violation pending submission of the matter to arbitration and the issuance and enforcement of the Arbitrator's order.

- 8.10 In addition to any other remedy set forth in this Article, the Employer, or Union, without submitting the issue of damages to arbitration, may institute, in any court of competent jurisdiction, an action against the other party for damages suffered as a result of conduct by the other party which constitutes a violation of this Article. The remedies set forth in this Article are not exclusive, and the Employer or Union may pursue whatever other remedies are available at law or equity.
- 8.11 The parties agree that Section 8(g) of the National Labor Relations Act applies and that the union will comply with the 10-day notice provisions contained therein before engaging in strike, picketing, or other concerted refusal to work and agree that this survives the expiration of this Agreement.

## ARTICLE 9: CHANGES TO EMPLOYMENT CATEGORIES

- 9.1 An employee in any classification who desires to change from full-time to part-time status shall be considered as follows, if ARC determines that it needs part-time staff:
- a) Qualifications for the part-time position shall be determined by ARC.
  - b) If a part-time position can be supported, the employee's FTE will be reduced on the next available schedule or as deemed appropriate by the ARC.
- 9.2 Employees must submit such requests in writing to their department head for such change. When the Region determines that a part-time slot is available, it will post a notice to that effect. Thereafter, it shall be done by seniority.

## ARTICLE 10: GRIEVANCE PROCEDURE

- 10.1 Any complaints or disputes involving terms and conditions covered by the National Addendum shall be governed by the national grievance and arbitration process in Article 23 of the National Addendum and not the local grievance procedure outlined below.
- 10.2 A grievance is an allegation by an employee, the Union that the Region has violated an express provision of this Agreement. The Region shall also be permitted to file grievances against the Union.
- 10.3

Step One. The aggrieved employee (with or without a steward) shall attempt to adjust the grievance with the immediate supervisor within 10 days of the time they knew or should have known of the issue giving rise to the grievance.

Step Two. Within seven (7) calendar days of the grievant(s) knowing or having had reason to know of the event giving rise of the grievance, the individual employee or group of employees, together with their shop steward, must seek further adjustment by presenting a written grievance to the Department Director or designee. The parties may, by mutual agreement, extend the seven (7) calendar day period. The grievance will be submitted on a form provided or approved by the Region and it shall state the specific Section of the contract alleged to have been violated, along with the nature of the grievance, the act or acts complained of, when and where they occurred, the identity of the grievant(s), and the remedy sought.

The Department Director or designee shall have a meeting with the Union and the aggrieved party or parties and/or steward, if requested by the Union, at a time to be mutually agreed upon, before answering or adjusting the grievance. The meeting can be held in person or via conference call. Such a meeting shall be scheduled within fourteen (14) calendar days from the date of filing of the grievance. The time for such a meeting may be extended by written mutual agreement of the parties.

Any grievance which is not presented to the Department Director or designee within the time periods specified in Section 10.3 of this Article shall be forfeited and waived by the aggrieved party and the Union. The employer's failure to respond within the prescribed time periods at either step of the grievance procedure shall be deemed to be a denial of the grievance, and the grievance may be taken to the next step after the expiration of those time periods.

Step Three. If the matter is not satisfactorily settled at Step 2 above, and the matter is one subject to arbitration, as provided for in this Agreement, the Union may, within fourteen (14) calendar days after receipt of the answer of the Manager, Human Resources or his/her designee, as referred to in Step 2, submit a written demand signed by the affected employee or employees requesting to arbitrate the grievance pursuant to Article 11.

- 10.4 The grievance and arbitration procedure of this Agreement shall be the sole and exclusive means available for resolving all claims of employees or the Union arising under this Agreement.

## ARTICLE 11: ARBITRATION PROCEDURE

- 11.1 If notice of a desire to arbitrate is not given within the time limit set forth in Article 10, Section 10.3, Step 3, then the Employer's decision shall be final and binding. Such notice shall be in writing and shall describe fully the nature of the grievance.

- 11.2 Only matters which come within the specific definition of a "grievance" as set forth in Article 10, Section 10.1 and which have been properly processed through the regular grievance procedure as set forth herein shall be considered. The parties shall promptly attempt to select an impartial arbitrator by mutual agreement within five (5) week days from date of notice of appeal to arbitration. In the event the Employer and the Union cannot agree on an arbitrator, the Union shall ask the American Arbitration Association to submit a panel of seven (7) arbitrators, and the Employer and the Union shall each have the right to request three (3) such Panels from the American Arbitration Association. The parties will select an Arbitrator by alternately striking names from the panel, with the party bringing the matter to arbitration striking the first name from such list. The Arbitrator remaining shall be designated as the Arbitrator to consider the matter in dispute.
- 11.3 The Arbitrator shall have authority to decide only the issue(s) submitted to him and shall have no authority to change, amend, modify, supplement, or otherwise alter in any respect whatsoever this Agreement or any part hereof. Any award of the Arbitrator within the above limitation shall not be retroactive in any case to a date more than seven (7) days before such grievance was first presented in the Grievance Procedure.
- 11.4 It is expressly agreed and understood that the decision of said Arbitrator shall be final and binding upon all parties.
- 11.5 Either party shall have the right to have a Court Reporter or other qualified stenographer prepare a stenographic record of any arbitration proceeding at its own expense.
- 11.6 All fees and expenses incurred for the services of the Arbitrator shall be borne equally by the parties. The fees and expenses incurred by each party in the presentation of its case shall be borne solely by the party incurring the fee or expense.
- 11.7 If a grievance has not been heard by the selected Arbitrator within one (1) year after the date the grievance was first presented, then it shall be deemed denied and shall not be heard by the Arbitrator; except that if the Employer causes the delay by its actions or lack of availability, the grievance shall be allowed to proceed.
- 11.8 The Arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Region and the Union.
- 11.9 In matters relating to employee discipline and/or discharge, the Arbitrator's authority will be limited to determining whether the employee engaged in misconduct or other prohibited behavior.
- 11.10 Grievances under the National Addendum will be resolved as provided for in the National Addendum.

## ARTICLE 12: DISCIPLINE AND DISCHARGE

- 12.1 Employees may be disciplined or discharged only for just cause. An employee may be discharged without notice for serious acts of misconduct constituting just cause, including, but not limited to, dishonesty; theft; insubordination; assault; threatening another person; possession of drugs or alcohol or reporting to work under the influence; employee refuses to be tested for alcohol and/or drugs; falsification of official operational records; recklessness that causes a serious accident while on duty; failure to timely report an accident occurring while on duty; destruction or damage to Region property; or violation of a regulatory or safety rule. Committing a serious act of misconduct shall constitute just cause for immediate discharge.
- 12.2 In instances of misconduct or unsatisfactory work performance, the Region shall have the right to impose progressive discipline, including counseling, oral warning, written warning, suspension, or discharge, for just cause. Except in cases of serious misconduct, in instances of misconduct or unsatisfactory work performance, an employee will be notified once before being subject to discharge, provided that the requisite notice is in the form of a written warning or a suspension.
- 12.3 Copies of disciplinary documentation will be timely given to employees and will be forwarded to the Union. Written warnings and suspension notices shall not be used in progressive discipline for a period longer than one (1) year from date of issuance, unless the discipline was due to misconduct which could have resulted in discharge.
- 12.4 An employee called by the Employer for the purpose of investigating a possible disciplinary action for the purpose of issuing a written warning, disciplinary suspension notice, or discharge notice may request the presence of a shop steward or an alternate.

## ARTICLE 13: HOURS OF WORK

- 13.1 The standard work day shall be eight (8) consecutive hours, exclusive of the lunch period and the standard work week shall be forty (40) hours per week.
- 13.2 Employees may, by mutual agreement with the Supervisor arrange an alternate work schedule in order to be available for Employer scheduled trainings or meetings.
- 13.3 In selecting employees for work beyond their scheduled work hours, ARC management shall continue to have the right to require all employees in a given job function who are present and working to work beyond their scheduled work hours and, if necessary, overtime.
- 13.4 For schedule changes in the 'week of' the Employer will first utilize employees on North Central Region Biomed

TBS. If no employees are available on TBS, the Employer will then move employee's from Drive to Drive. If additional staff are needed, in assigning additional hours the employee actually performing the job in questions shall first be asked if he or she is interested in the assignment. If the employee performing the job in question declines the additional hours, qualified employees shall be offered the additional hours in order of seniority, beginning with the most senior employee. If no qualified employee voluntarily accepts the additional hour's assignment, the employer shall assign the additional hours to the qualified employee with the least seniority.

- 13.5 Nothing in this agreement shall be construed as a guarantee of hours of work per day, per week, or per pay period.
- 13.6 The Employer shall have the right to establish and change the days and hours of each shift and the number of employees by classification and department assigned to each shift.
- 13.7 All schedules will be posted three (3) weeks in advance until such time that four (4) weeks' notice is established by the National Addendum.
- 13.8 Employees that are on-call are expected to be ready and available for work. An Employee on-call cannot reject work. An employee on TBS must return a call from AP&S within 15 minutes and be ready to leave for a mobile within 45 minutes.
- 13.9 On-Call hours will be 5 a.m. to 11 a.m.
- 13.10 The Employer will endeavor to schedule each employee on-call no more than once a week.
- 13.11 The Employer will establish a North Central Scheduling Advisory Group consisting of representation from each district, and one representative from Apheresis, a Union representative, and the Director of Collections or designee, Director of AP&S or designee, and HR Business Partner and DRD Rep within 30 days of ratification of this Agreement.
- 13.12 In the beginning the Group will meet monthly to discuss weekend schedules, holidays, proximity scheduling, scheduling out of districts, and communication.
- 13.13 The time spent in the meeting will be considered time worked.
- 13.14 The employer must conduct a meet and confer with the union for any changes to the scheduling practices.

## ARTICLE 14: MEALS AND BREAKS

- 14.1 The Employer shall provide meal periods and rest breaks to employees in North Central Region Biomed

accordance with Article 8 of the National Addendum.

- 14.2 Employees are allowed to leave agency premises for their thirty minute lunch breaks. Charges will receive paid working breaks if no other CPR certified staff are present or available to relieve them. It is the responsibility of the Charge to record the paid lunch break on the OP record. Failure to do so could result in an unpaid break.

## ARTICLE 15: SENIORITY

### 15.1 Definitions and Seniority List

- a) **Organization Seniority:** Organization seniority is defined as the length of an employee's unbroken service with the American Red Cross since the date of employment or reemployment, whichever is later. Organization seniority shall apply for purposes of, for instance, determining PTO accrual, as well as any purpose not related to layoff and recall.
- b) **Classification Seniority:** Classification seniority is defined as the length of an employee's unbroken service in his/her classification i.e., Technician II. Classification seniority shall apply for purposes of layoff and recall as provided for in this Agreement.
- c) **Seniority List:** The Region shall furnish the Union with a seniority list monthly.

- 15.2 If two (2) or more employees have the same seniority date, the senior employee(s) shall be determined by lot.

- 15.3 **Layoff -** When it becomes necessary to reduce the number of employees in a job classification, seniority by job classification within the District and/or Department among persons qualified to do the job will determine which employees will be displaced. To be regarded as qualified to do the job, the employee must be able to perform the work satisfactorily either within ten (10) working days or within other training time and competency directives prescribed by Red Cross guidelines.

- 15.4 Employees who may be affected by a reduction will be given written notice ten (10) week days prior to the date of the reduction and given priority consideration for other vacant positions within their District.

- 15.5 Employees shall have the ability, in the event of layoff, to bump into previously held job classification for which they are qualified within their current district. The employee that is being bumped will not have the ability to bump another employee. The employee that is bumping back into a previous held position will be moved to a pay rate that is commensurate with their skill and ability and comparable to a current employee with a similar length of service.

- 15.6 Recall - When the workforce is increased following a layoff, the most senior employees will be recalled to their classification in accordance with their classification seniority. Laid off employees shall be recalled to their former classification on the basis of their classification seniority before new employees are hired in that classification. An employee who has been laid off and who has been recalled and accepted for active employment with the Region will receive full credit for service during the period of layoff.
- 15.7 Employees who are laid off will be recalled based on inverse order of lay off within their classification, provided that the recalled employee must be able to perform the available work satisfactorily either within 10 working days of recall or within other training time and competency directives prescribed by Red Cross guidelines.
- 15.8 Seniority shall be broken and the employee terminated for any of the following reasons:
- a) Resignation
  - b) Discharge for Just Cause
  - c) Layoff for a period equal to the employee's seniority or for one (1) year, whichever is less. To retain seniority, however, an employee must maintain a current address with the Region and respond within 48 hours to any request for updated information regarding their status. If these conditions are not met, seniority shall terminate.
  - d) Failure to notify the Region within five (5) working days after a recall notice has been sent or failure to report for work within five (5) working days of such notice. Notice of recall shall be sent by certified mail, return receipt requested, and/or other reasonable means. Other reasonable means includes actual notice by phone or in person, fax, or overnight delivery by UPS or other similar carrier. Laid off employees are required to keep their current home address on file at all times with the ARC Human Resources Department. If the recall notice is returned because of a bad address, then this shall be considered a failure to report.
  - e) If the employee engages in other gainful employment without Region approval while on approved leave of absence, failure to report to work within three (3) working days from an approved leave of absence, vacation, or any other absence from work without notice, or employees' receipt of long-term disability benefits.
  - f) the employee retires.
  - g) is promoted to a position with the Employer outside the Bargaining Unit covered by this Agreement and does not return to the Bargaining Unit within one year after the date of promotion, provided that no right to return to the Bargaining Unit exists if no job for which the employee is qualified is available



within the Bargaining Unit.

h) is absent from the workplace for 12 months or longer due to injuries or illness not covered by Workers Compensation.

15.9 Employees hired on or before the date of ratification of this agreement will have their company hire date considered to be their classification seniority date. Two employees in the same classification with the same hire date will have their classification seniority date determined by lot.

## ARTICLE 16: REINSTATEMENT

16.1 Individuals who voluntarily leave employment or were released due to a reduction in force and whose employment records were satisfactory prior to release may be eligible for rehire. However, previous employment, regardless of Red Cross unit of affiliation, is not a guarantee of rehire. For instance, rehire is not permitted in cases of job abandonment, and may not be permeant for employees who were involuntarily terminated for performance reasons.

16.2 Employees who are rehired within a time period of twelve (12) months or less will accrue paid time off benefits and severance, if applicable, based upon the current rate applicable to the years of paid service. Prior years of paid service must have been in a leave-earning employment category to be credited upon rehire. Non-exempt employees whose prior service was less than time required to earn paid time off benefits will accrue paid time off at the current rate applicable to new hires. Any employee rehired with a break in service greater than twelve (12) months will accrue paid time off benefits and be eligible for severance at the current rate applicable to new hires.

## ARTICLE 17: VACANCIES

17.1 A vacancy shall be defined as any unoccupied position within the Bargaining Unit which the Employer intends to fill.

17.2 All vacant positions shall be posted for a minimum of five working days. The posting shall include classification, minimum qualifications, work schedule and available FTE.

17.3 The Employer shall consider all qualified employees who apply. If all other job relevant qualifications are equal, the applicant with the greatest Bargaining Unit seniority shall be appointed to the position. Whenever possible vacant or newly created positions shall be filled by transfer or promotion from among present employees.

17.4 Employees may express an interest in another position for which they are

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qualified by applying for the position in WorkDay.

## ARTICLE 18: SAFETY

- 18.1 The Region expressly reserves the right to establish reasonable safety rules, procedures, and regulations over and above the standards prescribed by municipal, State and Federal laws and regulations.
- 18.2 The Employer shall take the steps which it believes are reasonable and necessary to provide a safe workplace for employees. Among other things, the Employer shall have the right to train employees, to require use of personal protective clothing, devices and equipment, to install and/or require the use of devices and equipment for safety purposes, to install and/or require the use of apparatus for detecting or monitoring hazards, and to make, keep and use safety records. The Employer shall be responsible for providing any specialized personal protective clothing, devices and equipment it requires the employees to use. The Employer shall provide such vaccinations as are medically required.
- 18.3 In the event of local emergency conditions, such as bad weather, management will make appropriate decision about office closure.
- 18.4 When the Red Cross is officially open, each employee is expected to make reasonable efforts to report to work in inclement weather situations. If weather or traveling conditions delay or prevent an employee from reporting to work, he or she must notify AP&S and his or her supervisor as soon as possible. The Red Cross Management team, after consulting mobile supervisors, will make the final decision as to whether it is safe for staff to travel. If the Red Cross Management team deems it unsafe to travel it will not count towards the attendance policy. If an employee is unable to report to work due to weather or traveling conditions when the Red Cross is not officially closed, the employee will use a day of accumulated PTO, or if he or she chooses the employee may take the day unpaid, unless otherwise required by applicable law. Absences will count toward the attendance policy.
- 18.5 If an early closing is declared during a workday all employees who arrived at work may be compensated for their normal workday, regardless of the number of hours actually worked. Employees who do not report to work will use a day of accumulated PTO, if he or she chooses the employee may take the day unpaid, unless otherwise required by applicable law.
- 18.6 When management announces an office closure due to inclement weather, non-essential personnel are not required to report to work. If the Red Cross is officially closed, non-essential employees will not be required to use accumulated paid time off benefits, but may receive their regular rates of pay for their standard work hours for that day. Certain designated essential personnel will be required to come to or remain at work regardless of conditions.

- 18.7 When the State DOT closes roads or there is a DOT 'no travel advised' alert covering the employee's residence, employee will not be required to work, they may be paid for their scheduled hours and will not receive an attendance policy occurrence and will only be reassigned to another draw or placed on TBS if road conditions allow for safe travel.
- 18.8 If an employee is taking paid time off or is out of the office on business during office closures, the employee will not be given credit for full or partial days of closures.
- 18.9 In 2017, a Safety Labor Management Committee will be formed by both parties.
- 18.10 Union will select members for the safety committee.

## ARTICLE 19: PAY FOR TIME WORKED

- 19.1 All employees covered by this Agreement shall be paid for all time worked in the service of the Employer. Time shall be computed from the time that the employee reports for work as scheduled until the time he/she is effectively released from duty (except for unpaid lunch breaks or other unpaid time provided for under this Agreement or by law). Upon discharge, the Employer shall pay all money due to the employee. Upon quitting, the Employer shall pay all money due to the employee on the pay day in the week following such quitting, or the next pay day.
- 19.2 The Company may modify its pay practices in accordance with Article 7 of the National Addendum.

## ARTICLE 20: PTO SCHEDULING

- 20.1 Employees can request PTO 12 months in advance, on a first come first served basis. All staff submit their requests to APS via SharePoint. Available slots by district, by role are based on budgeted FTE's and accrual rates for current staff. Once slots are filled, staff can request PTO wait. They are placed on waitlist based on first come first served. PTO could be approved once schedule is written based on production need. If two or more Employee's request the same date for PTO and the time stamp on the request is the same, seniority will prevail.

## ARTICLE 21: PHYSICAL EXAMINATIONS

- 21.1 Physical and/or mental examinations required by a government agency or the Region shall be promptly complied with by all employees. All post-hire medical examinations required by either the Region or by a government agency shall

be paid for by the Region.

## ARTICLE 22: DRUG AND ALCOHOL SCREENING

- 22.1 All employees covered by this Agreement shall be subject to the Region's drug and alcohol policy, which is found in the employee handbook or on the Exchange. The Union agrees that the Region's Drug and Alcohol Screening Policy shall become part of this Agreement. It is understood that the Region shall retain the right to change, alter, or amend the policy at its discretion provided that reasonable notice is provided to the Union.

## ARTICLE 23: ACCIDENTS

- 23.1 The Region's accident/injury protocols can be accessed on the Safety SharePoint and shall become part of this Agreement. It is understood the Region shall retain the right to change, alter or amend the policy at its discretion, provided reasonable notice is given to the Union.

## ARTICLE 24: CERTIFICATION AND LICENSURE

- 24.1 It is understood that if a license or certificate is required by the Region or federal, State, or local government in order to perform work in the job classifications covered by this Agreement, such shall be a condition of continued employment with the Region. A denial, non-approval, failure to renew, or withdrawal of such license or certificate by the Region or such governmental agency shall be just cause for discharge or for suspension without pay. If the employee diligently pursues an appeal to the appropriate agency of the government for revocation of such denial or withdrawal and, if, upon review by such agency, certification or licensure, the license or certificate is granted or reinstated, the employee shall be reinstated in accordance with his or her seniority.
- 24.2 Discharge or suspension because of final denial, non-approval, or withdrawal of a license or certificate by the appropriate governmental agency shall not be subject to the grievance or arbitration procedure.

## ARTICLE 25: DRIVERS LICENSES

- 25.1 Each employee covered by this Agreement who is required to operate a motor vehicle as part of his or her employment duties shall at all times when operating such motor vehicle have a valid motor vehicle license issued by the employee's

resident state and he/she shall authorize the motor vehicle administration to furnish to the Region, upon request, a copy of the employee's driving record as maintained by the State.

- 25.2 Employees are required to inform the Employer immediately when they have a suspended, revoked, or expired license. Failure to do so will result in discipline, up to and including, discharge.
- 25.3 A violation of this requirement may result in suspension or discharge for a first offense.
- 25.4 Employees will drive the vehicles they are assigned.

## ARTICLE 26: ACCESS AND SOLICITATION

- 26.1 Upon reasonable notice to and prior arrangement with the Department Manager or designee, the Region shall grant designated Union officers and/or business agents access to the Region's locations during working hours, within the limitations set out below, to discuss grievances or problems arising under this Agreement with bargaining unit employees. Such visits shall not interfere with such employees' work or work assignments and may not occur in any area where blood donors or patients are present. Permission to meet with employees shall not be unreasonably withheld. When the Region permits an employee to meet with a designated Union representative, the employee will be off the clock.
- 26.2 Unauthorized presence of any employee for any purpose at any Region facility or where donors or patients are present is strictly prohibited.
- 26.3 No employee may engage in solicitation of any kind during working time or while any person being solicited is on working time. No employee may distribute literature during working time or in working areas including donor or patient access areas. Working time does not include authorized periods of off-duty times, for example, mealtimes or breaks.

## ARTICLE 27: STEWARDS

- 27.1 The Region recognizes the right of the Union to designate stewards and alternates from the Employer's seniority list for the purpose of investigating and presenting grievances under the contract. The authority of stewards and alternates so designated by the Union shall be:
  - a) The investigation and presentation of grievances with the Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement;

- b) The collection of dues when authorized by appropriate Union action;
  - c) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers, provided such messages and information:
    - a. Have been reduced to writing, or,
    - b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns.
- 27.2 Each steward shall be a Region employee whose tenure of employment exceeds his/her probationary period. The Union shall furnish the Region with the name of any authorized steward and shall notify the Region in writing of any changes thereto. Where the Region requires the presence of a steward during working hours, the steward shall not lose pay as a result. The Union will attempt to provide a Steward in each geographic location.
- 27.3 Stewards shall notify their supervisor prior to conducting any union business during work hours.

## ARTICLE 28: TERMINATION OF OPERATION

- 28.1 The Region, in accordance with the requirements of its business, expressly reserves the right to unilaterally discontinue all or any part of its collection, testing, or distribution operations' without prior collective bargaining. If such a discontinuance occurs, the Region will, upon written request of the Union, promptly comply with any lawful obligations to bargain about the effects of the closing upon the employees affected by the discontinuance.

## ARTICLE 29: TIME OFF FOR UNION ACTIVITIES

- 29.1 The Employer agrees to grant time off without pay and without loss of seniority accrual six (6) employee per calendar year for up to ten (10) days for legitimate union business (arbitration hearings are excluded from this limitation). The Union shall provide ARC thirty (30) calendar day's written notice of such unpaid leave and designate in writing the name of the person involved, specifying the date(s) such person will be away from work. The Union agrees that the ARC may deny such request(s) if it reasonably believes that the absences of such staff during the period(s) requested would be disruptive of the Region's operations.

## ARTICLE 30: OTHER AGREEMENTS

- 30.1 The Employer agrees not to enter into any agreement or contract with its employees individually or collectively which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

## ARTICLE 31: EQUIPMENT

- 31.1 The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety features prescribed by law. Employees who reasonably believe (using the reasonable person standard) that vehicular equipment they have been asked to operate is unsafe must immediately report such unsafe equipment to their immediate supervisor.
- 31.2 The parties acknowledge the Region is currently using Global Positions System (GPS) tracking devices. GPS can provide location and destination information, as well as real time vehicle tracking, which will assist the Region with scheduling, deliver of products, and regulatory compliance. The GPS devices will also provide Management with tools to help identify drivers who engage in unauthorized use of vehicles or high-risk driving behavior, thereby helping the Employer ensure that drivers are operating America Red Cross vehicles

appropriately. The Employer may use the information obtained from the GPS devices for a number of business reasons, including the use of progressive discipline against employees operating American Red Cross vehicles.

## ARTICLE 32: LOSS OR DAMAGE

- 32.1 Employees shall not be required to reimburse the ARC for loss or damage to ARC property unless proof of negligence or wanton disregard for that property is shown.

## ARTICLE 33: STAFF MEETINGS

- 34.1 Employees are required to attend staff meetings unless illness, scheduled PTO or the need to cover donor procedures prevents the employee from attending. Employees who attend a monthly in-service staff meeting when not scheduled to work that day or if it is their normal scheduled day off shall receive a minimum of four (4) hours pay. Other meetings will follow the National Addendum.

## ARTICLE 34: REPORTING OF VIOLATIVE CONDITIONS AND ACTIONS

- 34.2 Any Staff Member who observes, or has knowledge of, an action or condition in the workplace that the Staff Member reasonably believes to be unsafe and/or to violate applicable laws, regulations or ARC policy is required to promptly report such observation or knowledge (i) to his or her immediate supervisor, or (ii) to the Quality Assurance Officer, or (iii) to the appropriate management staff responsible for that facility. The prompt reporting of such actions or conditions in the work place is essential to the Red Cross's ability to operate in compliance with ARC Standards and legal requirements.
- 34.3 Staff Member Protection - No Staff Member shall be subject to any form of discipline or retaliation for having reported a violative and/or unsafe condition or action to an immediate supervisor, the Quality Assurance Officer or to the appropriate staff responsible for that facility. Any attempt to discipline or retaliate against a Staff Member for having reported violative and/or unsafe conditions or actions may result in disciplinary action, up to and including termination, Any such discipline or retaliation must be reported to the Office of General Counsel at (202) 303- 4433.
- 34.4 No Retaliation - No Staff Member shall be subject to any form of discipline or retaliation because he or she communicates with personnel from any regulatory



agency, information concerning violative and/or unsafe actions or conditions.

## ARTICLE 35: SCOPE OF AGREEMENT

- 35.1 This Agreement (and the concludes all collective bargaining between the parties hereto during the term hereto and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements, oral or written, express or implied, 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.
- 35.2 The parties acknowledge that during the negotiations which resulted in this Agreement, including the National Addendum, 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 with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, including the National Addendum, including any subject or matter which under this Agreement or the National Addendum, is with the right of management to decide even though such subjects or matters may not have been within the knowledge or contemplation of either or all of the parties at the time they negotiated or signed this Agreement and the National Addendum.

## ARTICLE 36: JURY DUTY

- 36.1 The Red Cross realizes that it is the obligation of all U.S. citizens to serve on a jury and appear as a witness when summoned to do so. All employees will be allowed time off to perform such civic service as required by applicable law. An employee summoned for jury duty or to appear in court must notify management, submit a copy of the summons as soon as it is received, and keep management informed of the dates and times of service as soon as they are known. Upon the conclusion of jury service, employees should obtain a certificate from the clerk of the court verifying the dates of service. If the length of jury service will cause a hardship for the Red Cross, the Red Cross may request that the court either postpone or excuse the employee from service.
- 36.2 An employee serving on jury duty will be paid his or her salary at the regular rate of pay (not including overtime or special forms of compensation such as incentives, commissions, shift differentials, or bonuses) for up to ten (10) days of jury duty unless otherwise required by applicable law. Time serving on a jury is not charged against accumulated paid time off benefits. Employees do not have to remit jury duty pay to the Red Cross.

- 36.3 An employee required to appear as a witness in court because the employee is suing, being sued, or serving as a non-state witness in a non-Red Cross related case may have the absences counted against accumulated paid time off benefits or may request leave without pay, unless pay is otherwise required by applicable law. However, exempt employees will be paid their full salary for any week in which they perform authorized work for the Red Cross. Leave without pay requires supervisory approval. The maximum approved leave without pay for witness leave is five (5) days, unless otherwise required by applicable law.
- 36.4 Employees must report to work on days when their services are not required by the court and are expected to return to work on any day or partial day of at least four (4) hours when services are not required by the court.
- 36.5 The Employer will provide employees with the same Jury Duty that is provided to other employees in the Region, any benefit improvements or reductions will be applied on the effective date of the change. The Employer and the Union will meet fourteen (14) days in advance of the policy change to meet and confer.

## ARTICLE 37: LEAVE OF ABSENCE

### **Military Leave**

- 37.1 The Red Cross grants military leaves of absence to employees who are scheduled to perform service in the uniformed services, including military training and service in the National Guard and reserve and active components of the Armed Forces in accordance with applicable federal and state law. Employees seeking military leave must give advance notice (verbal or written) of the leave, unless giving notice is precluded by military necessity or otherwise not possible. To maintain adequate staffing levels, employees are asked to give as much notice as possible, and to submit a copy of their military orders, if available, to their supervisor and the Benefits Service Center.
- 37.2 For absences lasting up to seventeen (17) days, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received on military duty, upon presentation of military pay verification. Absences beyond seventeen (17) days will be unpaid, although employees may use available paid time off. Some states may provide greater benefits and employees are directed to the Red Cross Benefits Service Center for more information.
- 37.3 During a military leave of absence, seniority and paid time off benefits continue to accrue, and paid time off which is scheduled to accrue in that calendar year may be used. Employees will continue to receive credit for merit award increases per the established annual guidelines. Subject to their terms and conditions, existing health insurance benefits will be continued for the full term

of the military leave of absence at no cost to the employee. Life insurance will be maintained for up to twelve (12) weeks of military leave.

- 37.4 Subject to any applicable state laws, an employee who wishes to return to work at the end of military service lasting from one (1) to thirty (30) days should report to work at the beginning of the first full regularly scheduled work period that falls at least eight (8) hours after the end of military service (including allowance for return travel). For periods of military service from thirty one (31) to one hundred and eighty (180) days, employees who wish to return to work must apply for reemployment within fourteen (14) days after the end of service, and for employees whose service lasts one hundred and eighty one (181) days or more, application for reemployment must be made within ninety (90) days after completion. The deadlines for reapplication will be discussed with employees when they submit their request for leave. Note that reapplication deadlines may be more generous in certain states, and employees may contact the Red Cross Benefits Service Center for more information.
- 37.5 For periods of service of ninety (90) days or less, the employee will be reemployed in the position that would have been attained if the employee had not been absent for military service, as long as the employee is qualified for the position. For longer periods of military service, the employee will be reemployed in the position that would have been attained, or a position of like pay and seniority, the duties of which the employee is qualified to perform. Training or retraining will be available to enable returning service members to refresh or upgrade skills to help them qualify for reemployment. Employees will be reinstated with the status, pay and benefits they would have attained had they never been absent for military service. Upon reemployment, any benefits which were discontinued will be reinstated without any waiting period.
- 37.6 An employee may be disqualified from the benefits of this policy upon the occurrence of any of the following, subject to any limitations under applicable federal, state or local law: (1) separation from the uniformed services with a dishonorable or bad conduct discharge; (2) separation from the uniformed services under other than honorable conditions; and (3) a dismissal or dropping of the person pursuant to Title 10, Section 1161(a) & (b).
- 37.7 Employees should consult with the Red Cross Benefits Service Center for more information.

#### **Time Off to Vote or Caucus**

- 37.8 Employees who cannot reach their polling place outside their scheduled working hours will be permitted time off to vote or caucus on Election Day, with pay. The time off to vote or caucus should not exceed four (4) hours and it is not charged to available paid time off benefits. Employees should arrange their specific time off to vote or caucus in advance with their supervisor no later than one week prior to the Election Day.

#### **Family and Medical Leave (FMLA)**

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- 37.9      **Eligibility Requirements.** Employees are eligible for FMLA if:
- a) At least 50 or more employees are employed within a 75-mile radius of the employee's work site;
  - b) The employee has been employed for at least one year; and
  - c) The employee has worked at least 1250 hours within the previous 12 months.
- 37.10      Although Red Cross employees at locations with less than fifty (50) employees within a seventy five (75)-mile radius of their work location are not covered by the FMLA, it is the policy of the Red Cross to allow such employees who meet the other eligibility requirements to take a leave of absence under the FMLA policy.
- 37.11      **Basic Leave Entitlement:** The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave in a 12 month period to eligible employees for certain family and medical reasons. The 12 month period is determined on a "rolling" 12 month period dating back from the time the employee requests leave.

#### **Medical Leave and Family Leave**

- 37.12      Leave may be taken for any one, or for a combination, of the following reasons:
- a) To care for the employee's child after birth, or placement for adoption or foster care;
  - b) To care for the employee's spouse or civil union/domestic partner, son or daughter (including the child of the employee's spouse or civil union/domestic partner), or parent (but not in-law) who has a serious health condition; and/or
  - c) For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job.

#### **Military Family Leave**

- 37.13      Eligible employees with a spouse, son, daughter, or parent on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and

legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

- 37.14 FMLA also includes a special leave entitlement which permits eligible employees to take up to 26 weeks of leave to care for a covered service member with a serious injury or illness during a single 12-month period (one time basis only). A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered service members also includes a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."
- 37.15 The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

#### **Job Benefits and Protection**

- 37.16 If applicable, during FMLA leave, the Red Cross must maintain health coverage under any "group health plan" on the same terms as if the employee had continued to work. If paid time off is substituted for unpaid leave, the Red Cross will deduct the employee's portion of any applicable health plan premium as a regular payroll deduction. If the employee's leave is unpaid, the employee will be billed by the Red Cross Benefits Service Center to pay their portion of any applicable health insurance premiums each month.
- 37.17 The Red Cross's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Red Cross will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Red Cross for the cost of the premiums the Red Cross paid for maintaining coverage during their unpaid FMLA leave. For purposes of this paragraph, an employee will be considered to have returned to work if he or she returns to work for at least 30 calendar days, or if he or she retires at the end of the FMLA leave period or within 30 days thereafter.
- 37.18 Upon return from FMLA leave, most employees must be restored to their

original or equivalent positions with equivalent pay, benefits, and other employment terms.

- 37.19 The use of FMLA leave cannot result in the loss of any employment benefits that accrued prior to the start of an employee's leave.

#### **Definition of Serious Health Condition**

- 37.20 A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.
- 37.21 Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### **Use of Leave**

- 37.22 Except as noted below, an employee does not need to use this leave entitlement in one continuous block of time. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Red Cross's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. FMLA leave taken to care for a child after birth, adoption, or placement for foster care must be taken within 12 months of the child's birth or placement in the home and in a continuous block of time as either a single block of all available time or on a reduced schedule basis for a single block of time. The total time taken to care for a child after birth, adoption or placement in the home cannot exceed the allowable amount under FMLA or state laws.

#### **Substitution of Paid Leave for Unpaid Leave**

- 37.23 Employees must use accrued paid time off while on unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an employee's FMLA entitlement. Employees on a continuous leave of absence may reserve up to the equivalent of one week of PTO to be available upon their return to work. This option is not available to employees on intermittent leave.
- 37.24 At their request, the Red Cross may allow employees to use accrued PTO to supplement any paid disability.

- 37.25 Receipt of disability benefits or Workers' Compensation benefits does not extend the maximum amount of leave time to which an employee is eligible under the FMLA.

#### **Employee Responsibilities**

- 37.26 Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable by notifying management and contacting the Red Cross Benefits Service Center. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Red Cross's normal call-in procedures.
- 37.27 Employees must provide sufficient information for the Red Cross to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees may also be required to provide medical certification and periodic recertification supporting the need for leave.

#### **Employer Responsibilities**

- 37.28 The Red Cross will inform employees requesting leave whether they are eligible under the FMLA. If they are, this notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the Red Cross will provide the reason for ineligibility.
- 37.29 The Red Cross will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Red Cross determines that the leave is not FMLA protected, it will so notify the employee.

#### **Unlawful Acts by Employers**

- 37.30 FMLA makes it unlawful for the Red Cross to:
- a) Interfere with, restrain, or deny the exercise of any right provided under the FMLA;
  - b) Discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.
- 37.31 If an employee believes that the Red Cross has violated either of these obligations, concerns should be reported to Human Resources.

#### **Enforcement**

- 37.32 Employees may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.
- 37.33 FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement, which provides greater family or medical leave rights.
- 37.34 Additional information about the requirements for leave under this policy can be obtained by contacting the Red Cross Benefits Service Center or Human Resources.

#### **General (Non-Statutory) Leave**

- 37.35 In addition to leaves of absence under the American Red Cross' Family and Medical Leave Act policy, the American Red Cross offers two (2) leaves of absence to eligible employees who are ineligible for any other leave of absence:
- a) Medical (non-FMLA) Leave, and
  - b) Personal Leave.
- 37.36 Decisions whether to grant or deny general leaves of absences will be based on current business needs and the circumstances of the request as well as performance and attendance records.
- 37.37 Employees seeking leave under this policy should contact the Red Cross Benefits Service Center at least 30 days before the requested start of the leave, except in cases of emergency.
- 37.38 While on a General (Non-Statutory) Leave, employees must use all accrued paid time off. All other available paid time off benefits must be exhausted before entering leave without pay status. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with any general leave granted. Employees on a General Non-Statutory Leave will not accrue paid time off benefits while on leave.

#### **Medical (Non-FMLA) Leave**

- 37.39 Regular full time employees and regular part time employees who work a minimum of twenty (20) hours per week and have successfully completed six months of employment without performance concerns, are eligible to apply for Medical (non-FMLA) Leave. In certain circumstances, where appropriate, employees also may be granted this leave as a reasonable accommodation of a disability. This Leave is designed to assist employees who are unable to perform their job duties due to their own personal illness or injury. The Red Cross may require submission of medical certifications at various times during the leave. Medical (non-FMLA) leave is available as a continuous block of leave, not on an intermittent basis. A Medical (Non-FMLA) Leave may be



granted for up to eight (8) weeks.

#### **Personal Leave**

- 37.40 Regular full time employees and regular part time employees who work a minimum of twenty (20) hours per week and have successfully completed six months of employment without performance concerns, are eligible to apply for Personal Leave. Personal Leave is designed to assist employees in resolving personal matters unrelated to their own personal illness or injury. The authorization of Personal Leave is at the sole discretion of the Red Cross.
- 37.41 Employees who satisfy the eligibility requirements may receive compensation from short term disability, workers' compensation or other wage replacement programs while on Medical (non-FMLA) Leave. Receipt of disability benefits or Workers' Compensation benefits does not extend the length of any general leave granted.
- 37.42 Personal Leave generally will be granted based on years of service:
- a) Less than 1 year Up to 1 month
  - b) 1 to 5 years Up to 3 months
  - c) More than 5 years Up to 6 months
- 37.43 Under unusual circumstances a general leave, both medical and personal, may be extended if the employee submits a written request for an extension to the Red Cross Benefits Service Center prior to the expiration of the leave and the request is granted.
- 37.44 During an unpaid leave, employees will not earn paid time off or receive pay for holidays. The Red Cross will continue the employee's health insurance coverage during the leave if the employee submits payment of the monthly premium to the Red Cross in a timely manner, to the extent permitted and in accordance with the applicable plans.
- 37.45 Employees are expected to notify management and the Red Cross Benefits Service Center of their return to work date as soon as possible but at least one week before the expiration of the leave.
- 37.46 The Red Cross will make reasonable efforts to reinstate an employee returning from a general leave of absence to the employee's original job, or to a similar position, subject to prevailing business considerations.
- 37.47 Reinstatement, however, is not guaranteed, unless required by law.
- 37.48 An employee's failure to advise management of availability to return to work, failure to return to work when notified, or continued absence from work beyond the time approved will be considered a voluntary resignation of employment.

- 37.49 Additional information about the requirements for leave under this policy can be obtained by contacting the Red Cross Benefits Service Center or Human Resources.
- 37.50 The Employer will provide employees with the same Leave of Absence policies above that are provided to other employees in the Region, any benefit improvements or reductions will be applied on the effective date of the change. The Employer and the Union will meet fourteen (14) days in advance of the policy change to meet and confer.

## ARTICLE 38: BEREAVEMENT LEAVE

- 38.1 Regular full-time employees and regular part-time employees regularly scheduled to work twenty (20) hours or more per week, who are eligible for paid bereavement leave. It is the policy of the Red Cross to provide paid bereavement leave based on an eligible employee's standard hours in the case of the death of a family member. Available time off for bereavement leave will be pro-rated for regular part-time staff regularly scheduled to work twenty (20) hours or more per week based on their standard hours. Employees who work less than twenty (20) hours per week, temporary employees, or part-time on-call employees are not eligible for bereavement leave. An employee who wishes to take time off should notify management and Human Resources immediately.
- a) For purposes of this policy, the definition of a family member includes:
  - b) Employee's spouse or domestic/civil-union partner
  - c) Employee's child (including foster child, legal ward, child of the employee's spouse or domestic/civil union partner)
  - d) Employee's son-in-law or daughter-in-law
  - e) Employee's parent or person who has served as the employee's parent
  - f) Employee's grandparent
  - g) Employee's sibling
  - h) Employee's grandchild
- 38.2 Parent, grandparent, sibling or grandchild of the employee's spouse or domestic/civil-union partner
- 38.3 Management and Human Resources will consider the following guidelines when determining the number of days to be granted. Bereavement leave will be granted in consecutive days.

- 38.4 Family member was local or funeral is within 400 miles (one direction) from employee's home address up to 3 days.
- 38.5 If the deceased family member resided or the funeral is held more than 400 miles (one direction) from employee's home address; or the employee has primary responsibility for making arrangements, handling matters associated with the death or imminent death of the family member or other extenuating circumstances requiring immediate attention...up to 5 days.
- 38.6 An employee may, with management approval, use available paid time off benefits or apply for unpaid personal leave for any additional time as necessary.
- 38.7 Compensation for bereavement leave will be made at the employee's regular rate of pay. It does not include overtime or any special forms of compensation such as incentives, commissions, shift differentials or bonuses.
- 38.8 If an employee receives notification during the working day of a death in his/her family as defined in this policy, any absence that day is excused and will not count towards bereavement days.
- 38.9 Employees may request to use available paid time off benefits for the death of anyone not currently covered in this policy.
- 38.10 In administering this policy, the Red Cross may require verification of death and relation to the deceased.
- 38.11 The Employer will provide employees with the same Bereavement Leave that is provided to other employees in the Region, any benefit improvements or reductions will be applied on the effective date of the change. The Employer and the Union will meet fourteen (14) days in advance of the policy change to meet and confer.

#### ARTICLE 39: OVERNIGHT TRAVEL EXPENSE

- 39.1 The Company will provide \$35.00 (Thirty-five dollars) per diem meal allowance per night when an employee spends the night in a Company provided hotel room. Employees will not be required to submit receipts.

#### ARTICLE 40: TRAVEL TIME

- 40.1 Employees are paid for the time it takes to get from their Base to the zip code of their scheduled mobile operation. This time is automatically calculated in the system and added to the Employee's daily hours.

## ARTICLE 41: WAGES

- 41.1 All newly hired bargaining unit employees will receive the current start rates for their position:

Date	Driver	Supply Assistant	CMC	CTII or MUA	CTII/CDL	CTIII	CTIII/CDL	CSI	CSII	CSII/CDL
Oct 2018	\$ 13.32	\$13.13	\$15.15	\$16.16	\$20.20	\$17.17	\$21.21	\$17.68	\$18.69	\$22.73
Oct 2019	\$ 13.59	\$13.39	\$15.45	\$16.48	\$20.60	\$17.51	\$21.63	\$18.03	\$19.06	\$23.18
Oct 2020	\$13.86	\$13.66	\$15.76	\$16.81	\$21.02	\$17.86	\$ 22.07	\$18.39	\$19.44	\$23.64


- 41.2 The Employer may, at its sole discretion, hire at a rate that considers the applicant's experience and the existing market conditions.
- 41.3 The Employer may, at its sole discretion, periodically provide employees with monetary or other rewards for meeting a collection goal or objective.
- 41.4 Annual 'Across the Board' increases are provided by the National Addendum.

## ARTICLE 42: SEPARABILITY

- 42.1 If any Article, Section, sentence or clause of this Agreement is held invalid for any reason by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, Section, sentence or clause is restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or application of such Article, Section, sentence or clause to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected. It is the intention of the parties in adopting this Agreement that no provisions of it shall become inoperative or fail because of the invalidity of any other provisions. If any Article, Section, sentence or clause is invalid or enforcement of or compliance therewith has been restrained, as above set forth, the parties shall enter into immediate collective bargaining negotiations, upon request of the Union or the Employer, for the purpose of arriving at a mutually satisfactory replacement.

## ARTICLE 43: TERM OF AGREEMENT

This agreement shall be in full force and effect from October 1, 2018, until September 30, 2021, and shall continue in full force and effect from year to year thereafter unless written notice of the desire to change, amend or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.



AMERICAN RED CROSS

3/12/19

Date



AFSCME – Council 5

2-27-2019

Date

