

**AGREEMENT  
BETWEEN**

**The American Red Cross Blood Services  
Northeastern Pennsylvania Region**

**AND**

**The Communications Workers of America,  
AFL-CIO (Local 13500)**

**October 1, 2021 to December 31, 2024**

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## **AGREEMENT**

THIS AGREEMENT, effective as of this 1st day of October, 2021 is between the American Red Cross Blood Services, Northeastern Pennsylvania Region (hereinafter referred to as the “Employer” or the “NEPA Region”) and the Communications Workers of America, AFL-CIO (hereinafter referred to as the “Union”).

### **ARTICLE 1 – DEFINITIONS**

Except when the National Addendum expressly states otherwise, the following definitions shall apply in interpreting this Agreement:

- (a) “Employee” shall mean a person covered by this Agreement.
- (b) “Party” shall mean the Union or the NEPA Region.
- (c) “Full-Time Employee” shall mean an Employee who is regularly scheduled to work 40 hours or more per week, except that for purposes of benefits only, fulltime means an Employee who is regularly scheduled to work at least 35 hours per week.
- (d) “Part-Time Employee” shall mean an Employee who is regularly scheduled to work less than 40 hours per week but at least 30 hours per week, except that for purposes of benefits only, part-time means an Employee who is regularly scheduled to work at least 20 but less than 35 hours per week.
- (e) “Per Diem Employee” shall mean an Employee who is available to work for the NEPA Region who is assigned on an as needed basis and paid on a per diem basis. Per Diem Employees can determine their availability for assignment in advance to the extent possible based on the needs of the business. Per Diem Employees are not eligible for benefits or paid time off, except that they are eligible for retirement benefits and for the 401(k) plan on the

same basis as Full-Time and Part-Time Employees. [Per diem employees to be determined by local MOA outside of red-lining process]

- (f) “Temporary Employee”, See Article 5 of the National Addendum.

## **ARTICLE 2 – RECOGNITION**

Pursuant to the certification of the National Labor Relations Board in Case No. 4RC19021 as modified by the subsequent agreement of the parties, the NEPA Region recognizes the Union as the exclusive representative for the purpose of collective bargaining regarding wages, hours of employment and other conditions of employment for the following classifications of Employees employed by the NEPA Region in the single bargaining unit at Ashley, Pennsylvania and also including other regionalized Employees who are not assigned to a separate location:

### **INCLUDED:**

All Full-Time, Per Diem, nursing technicians, mobile unit assistants (“MUA’s”/CTI), collections technician II (CT II), collections technician III (CTIII), collections specialist II (CS II), collections material coordinator, apheresis technicians (CSI) apheresis recruiters and general maintenance technicians.

### **EXCLUDED:**

All laboratory employees, team supervisors, office clerical employees, central supply specialists, central supply technicians, autologous/directed coordinator, volunteer education coordinator (Regional Nursing Consultant), all other employees, guards, confidential employees and supervisors as defined in the National Labor Relations Act.

### **ARTICLE 3 – UNION COOPERATION AND MANAGEMENT RIGHTS**

Section 3.1 – Union Cooperation - The Union agrees to use all proper methods to secure the fullest cooperation of the Employees in the collective bargaining unit in attaining their adherence to and faithful performance of the provisions of this Agreement and the provision of the highest standards of donor care and service to the community. The Union also agrees to cooperate with the NEPA Region in maintaining and improving safe working conditions and practices and in caring for equipment and machinery.

Section 3.2 – Management Rights - Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the NEPA Region, including, but not limited to the rights: to reprimand, suspend, discharge or otherwise discipline employees for just cause; to determine the number of employees to be employed; to utilize parttime, per diem and/or temporary employees and volunteers; to hire employees, determine their qualifications and assign and direct their work; to assign on a temporary basis bargaining unit employees to non-bargaining unit positions; to promote, demote, transfer, layoff and recall to work employees; to set the standards of productivity and the services to be rendered; to determine an employee's ability to perform assigned work in a satisfactory manner without the benefit of training; to determine the form of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, procedures, means and facilities by which operations are conducted; to set the starting and quitting time, the number of hours and shifts to be worked and the workweek; to require, schedule and assign overtime work; to establish and change work schedules and assignments; to use independent contractors to perform work or services; to temporarily assign employees to perform work which they do not

regularly perform; to subcontract, contract out, close down or relocate the NEPA Region's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; to establish new job classifications; to determine job content; to control and regulate the use of machinery, facilities, equipment and other property of the NEPA Region; to introduce new or improved service, testing and maintenance methods, materials, machinery and equipment; to issue, amend and revise employee policies and work rules, regulations and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the NEPA Region and to direct the NEPA Region's employees.

The NEPA Region's failure to exercise any rights, prerogative or function hereby reserved to it, or the NEPA Region's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the NEPA Region's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 3.3 No rules, customs, past practices or agreements [except for the National Addendum], other than those expressly contained herein, shall limit or restrict the NEPA Region's right to determine the staffing requirements for work to be performed within the scope of this Agreement or the exercise of any other management right. No rules, customs or past practices which limit or restrict productivity, efficiency, the individual and/or joint working efforts of employees, the amount of work which an employee may perform or, in any other way, the NEPA Region's right to manage its business shall be permitted.

Section 3.4 In recognition of the NEPA Region's need for flexibility in its operations, supervisors, volunteers and other non-bargaining unit employees may perform work

that normally is done by Employees covered by this Agreement. However, such non-bargaining unit employees shall not be used to erode the bargaining unit. Supervisors and volunteers may perform bargaining unit work in the circumstances outlined in Article 9, Section 3 and Article 9, Section 8 of the National Addendum.

Section 3.5 The NEPA Region and the Union, each having had full opportunity to discuss and bargain over the inclusion of every management right specified in this Article, agree that in any arbitration, administrative or court proceeding, the arbitrator, administrative body or judge shall give full effect and recognition to each of the management rights agreed upon here-in.

Section 3.6 The parties agree that the drug and alcohol policy attached as Appendix A applies to Employees in the bargaining unit.

Section 3.7 The NEPA Region may conduct periodic motor vehicle/driver license checks on any Employee required as part of their job assignment to drive a motor vehicle in the course of employment.

Section 3.8 – Drive Committee – The parties will create a Drive Committee to discuss possible solutions to perceived problems regarding logistics of mobile unit operations. This could include reviewing issues that have arisen with sites for mobile unit operations in the past and reviewing upcoming mobile unit operations with an eye towards identifying and avoiding potential problems. The Committee shall consist of three (3) bargaining unit members selected by the Union and three (3) management representatives selected by the Region, one of whom will come from the Donor Recruitment Department. The Committee shall meet at least quarterly for the first year following ratification of the collective bargaining agreement at

mutually agreed upon times, places and durations, and thereafter on a schedule determined by the Committee.

Employees shall be paid for time spent attending Committee meetings. The Committee shall develop recommendations to be presented to the Region for its review.

#### **ARTICLE 4 – UNION SECURITY AND CHECK-OFF**

Section 4.1 - Where permitted by law, it shall be a condition of employment that all Employees who are as of the date of this Agreement, or who become, members in the Union shall remain members over the full duration of this Agreement, except an Employee who has joined the Union may resign his or her membership therein during the period of thirty (30) days before the expiration of this Agreement. For the purposes of this Article, an Employee will be considered a member of the Union in good standing if the member timely tenders his or her periodic dues or agency fees, without regard to whether he/she actually joins the Union.

Section 4.2 - An Employee who has failed to maintain membership in good standing as required and defined in Section 4.1 will, within thirty (30) calendar days following receipt of a written demand from the Union requesting his or her discharge, be discharged if, during such period, the required dues or agency fees have not been tendered. The Union will provide the NEPA Region with written notice demanding that any such Employee be terminated at the time the Employee is to be terminated and the NEPA Region shall terminate such Employee within three (3) business days of its receipt of the Union's written demand.

Section 4.3 - It shall be a condition of employment where not prohibited by law, and except as provided above in Section 4.1, that all Employees hired on or after June 29, 1998,



will become members of the Union (or pay an agency fee equivalent to Union dues as adjusted for agency fee purposes) after ninety (90) days of employment. The Region will provide notification to the Union of new Employees hired in the bargaining unit on a monthly basis, with such notice providing the new Employee's name, address, job title, date of hire, starting wage rate and whether full-time, part-time or per diem. The NEPA Region also will provide notification to the Union of Employee terminations in the bargaining unit at the same time.

Section 4.4 - Dues for members of the Union (or agency fees) as required by Sections 4.1 and 4.3 will be deducted from the Employee's pay in equal installments throughout the year in that amount which has been given to the NEPA Region by the Union in an official notice at least one month before the date deductions are to begin at that amount. Such deductions shall be made only with respect to an Employee who has submitted to the NEPA Region a voluntarily signed and dated authorization card, which expressly authorizes such deductions. Dues collected will be remitted to the Secretary-Treasurer CWA, 501 Third Street, NW, Washington, D.C. 20001 within two calendar weeks after each deduction. The NEPA Region will notify, in writing, the Local Union Secretary-Treasurer when an Employee cancels dues deductions. Such notice will be in writing and be within 14 calendar days of the NEPA Region processing such cancellation of dues.

The Union will indemnify, defend and save the NEPA Region harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the NEPA Region in reliance upon payroll authorization cards submitted by the Union to the NEPA Region and under Section 4.2.

## **ARTICLE 5 - INTERPRETATION**

Section 5.1 - Gender References - The use of the female gender in this Agreement shall mean both “she and he” and “hers and his” and vice versa.

Section 5.2 - Blood Service Directives – No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law or the Blood Service Directives issued by the American Red Cross.

Section 5.3 - Severability - If this Agreement requires a Party or a person to do anything that is prohibited by law or the Blood Service Directives issued by the American Red Cross, the obligation is invalid, but all other obligations imposed by this Agreement remain valid. In the event that any provision of this Agreement is declared by a court of last resort to be unlawful or is declared by an arbitrator to be in conflict with the Blood Service Directives issued by the American Red Cross, all other provisions of this Agreement shall remain in full force and effect, and the Parties shall meet promptly to negotiate necessary amendments to the Agreement to the extent that they may lawfully do so.

Section 5.4 - Zipper Clause - During the negotiations resulting in this Agreement including the National Addendum, the NEPA Region and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter to which the National Labor Relations Act imposes an obligation to bargain or otherwise permits bargaining. Except as specifically set forth elsewhere in this Agreement, during the term of this Agreement, the NEPA Region knowingly, voluntarily and expressly waives its right to require the Union to bargain collectively, and the Union knowingly, voluntarily and expressly waives its right to require the NEPA Region to bargain collectively over all matters as to which the

National Labor Relations Act imposes an obligation to bargain, whether or not: such matters are specifically addressed to in this Agreement; such matters were discussed between the NEPA Region and the Union during the negotiations that resulted in this Agreement; or such matters were within the contemplation or knowledge of the NEPA Region or the Union at the time this Agreement was negotiated and executed.

As used in this Article, the waiver of the right to “bargain collectively” includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party, except in regard to enforcement of this Agreement.

This Agreement, including the National Addendum contains the entire understanding, undertaking and agreement of the NEPA Region and the Union after the exercise of the right and opportunity referred to in the first sentence of this Article and finally determines all matters of collective bargaining for its term. This Agreement revokes all and every previous agreement, practice, privilege and benefit relating to the Employees or any one or more of them covered by this Agreement, that were in effect prior to the execution of this Agreement.

## **ARTICLE 6 - HEALTH AND SAFETY**

Section 6.1 - Health and Safety Committee - The NEPA Region will maintain a Safety and Health Committee similar to that in place at the time of ratification of this Agreement. The Committee will include two (2) bargaining unit Employees appointed by the Union, one of which will be either a MUA or maintenance technician and the other will be either a staff nurse, nurse technician or automated collection staff. Each such Employee will serve on the committee for not more than a two (2) year term. The Committee will meet at least once per quarter.

Section 6.2 - Health and Safety - The NEPA Region agrees to make all reasonable provisions for the safety and health of the Employees during the hours of their employment. The NEPA Region will continue to provide safety equipment for Employees pursuant to existing practices. The Health and Safety Committee will periodically review the safety requirements of each department.

Section 6.3 - Snow Policy - During the term of this Agreement, the NEPA Region's Inclement Weather Policy will apply. In addition, in the event of a weather emergency the driver for a mobile collection unit will be consulted in determining what action will be taken with regard to that unit.

Section 6.4 - Hepatitis B Program - During the term of this Agreement, the NEPA Region will continue its Hepatitis B vaccination program for all at risk Employees. If routine booster doses of Hepatitis B vaccination are recommended by the U.S. Public Health Service, these booster injections will be made available to affected Employees according to the standard recommendation for medical practice at no cost to the Employee.

## **ARTICLE 7 - NO DISCRIMINATION**

Section 7.1 - Prohibition of Discrimination - There shall be no discrimination by either Party, the agents of either Party or any Employee against any employee with respect to any term or condition of their employment because of their race, color, religion, sex, national origin, ancestry, age, handicap, disability, veteran status, membership or non-membership or activity or nonactivity in the Union.

Section 7.2 - Reasonable Accommodation of Disabled Employees -

Notwithstanding any other provision in this Agreement, the NEPA Region may take any action it deems necessary to provide reasonable accommodation to a disabled employee as required by the Americans with Disabilities Act. Such actions shall not be used as evidence of precedent or past practice in any subsequent situation.

Section 7.3 - Sexual and Other Prohibited Harassment - The Parties agree that sexual harassment as well as harassment based on any of the categories set forth in Section 7.1 of any employee is prohibited and the Parties incorporate by reference the Sexual Harassment/Discrimination policy set forth in the NEPA Region's Employee Handbook. Any Employee who believes that she has been subjected to sexual or other prohibited harassment should follow the NEPA Region's complaint procedure as stated in the Employee Handbook. Just cause for discharge shall exist if an Employee is found to have engaged in sexual or other prohibited harassment.

**ARTICLE 8 - UNION REPRESENTATIVES, ACTIVITY AND BULLETIN BOARD**

Section 8.1 - Union Representative - The Union will give official notice to the NEPA Region of the names and scope of authority of those Employees who are from time to time designated by the Union to deal with the NEPA Region as Union Representatives, including the Chief Steward. The number of such Union Representatives, including the Chief Steward, shall be limited to no more than one per each 20 Employees. The Union also will give official notice to the NEPA Region of the names and scope of authority of those individuals who are from time to time designated by the Union to deal with this NEPA Region as Union

Officers. The NEPA Region will give the Union written notice of any change in the job classification of a Union Representative within seven calendar days of the change.

Section 8.2 - Union Access - Upon reasonable notice to and prior arrangement with the HR Manager or her designee, the NEPA Region will grant designated Union Officers access to the NEPA Region's Headquarters during working hours, within the limitations set out below, to discuss grievances or problems arising under this Agreement with bargaining unit employees. When a Union Officer enters the premises and before she proceeds with any other activity, she will make her presence known to the HR Manager or her designee. Such visits shall not interfere with Employees' work or work assignments and may not occur in any area where blood donors are present. Permission to meet with Employees shall not be unreasonably withheld. When the NEPA Region permits an Employee to meet with a designated Union Officer, the Employee will be off the clock.

Section 8.3 - Employee Access - Unless authorized in advance by a manager of the NEPA Region at the level of a department head or higher, presence of any Employee at any NEPA Region facility or work site for any purpose is strictly prohibited unless that Employee is on duty, preparing to come on duty or preparing to leave after having been on duty.

Section 8.4 - No Solicitation or Distribution - No Employee may engage in solicitation of any kind during working time or while any person being solicited is on working time or in any area where donors are present. No Employee may distribute literature during working time or in working areas. Working time does not include authorized periods of off duty times, for example, designated mealtimes or designated breaks.

Section 8.5 - Bulletin Board - The NEPA Region shall permit a Union provided bulletin board to be located at Region Headquarters at an agreed upon location that shall be used exclusively for authorized Union notices signed by Union officials. No notice shall be posted until it has been approved by the HR Manager or her designee, who will approve or disapprove each proposed notice within seventy-two (72) hours after it is given to her. Notices shall not contain statements which are critical of the Red Cross, the NEPA Region or any of its employees. Nor shall they be of such a nature that would offend the public conscience. Notices of grievances that are taken to arbitration may be posted. Posted notices that are not in compliance with this Section shall be removed by Management. The Union shall restrict its postings to the Union bulletin board and shall not place or post any notice at any other place on the premises of the NEPA Region or at any working site.

### **ARTICLE 9 - NO STRIKE - NO LOCKOUT**

Section 9.1 - No Strike - In consideration of the NEPA Region's commitment as set forth in Section 9.3 of this Article, the Union, its officers, agents, representatives, stewards, committee member and members, and all other 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, handbilling, (whether primary or secondary) or any other economic action of whatsoever nature, or any interference with or interruption of work at any of the NEPA Region's operations.

Section 9.2 - The failure or refusal on the part of any Employee to comply with the provisions of this Agreement shall be cause for immediate discipline, including discharge, at the sole discretion of the NEPA Region. The failure or refusal by the Union officer, agent, representative, steward or committee member to comply with the provisions of Section 9.1 of

this Article constitutes leading and instigating a violation of said Section 9.1, it being specifically agreed that the Union officers, agents, representatives, stewards and committee members, if employed by the NEPA Region, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 9.1 of this Article by reporting to work and performing work as scheduled and/or required by the NEPA Region.

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 9.1 occurred and whether the Employee(s) whose discipline is the subject of arbitration, in any manner engaged in conduct prohibited by Section 9.1. If the arbitrator finds that the Employee(s) in any manner engaged in conduct prohibited by Section 9.1, she shall deny the grievance(s) giving rise to the arbitration and shall have no authority to modify or alter the discipline imposed by the NEPA Region.

Section 9.3 - No Lock-Out - In consideration of the Union's commitment as set forth in Section 9.1 of this Article, the NEPA Region shall not lock out employees.

Section 9.4 - Union Obligations - In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sympathy strike, slowdown, work stoppage, picketing, handbilling, (whether primary or secondary) or any other economic action of whatsoever nature, or any interference with or interruption of work at any of the NEPA Region's operations occur, the Union, within one hour or as soon as reasonably possible but in no event more than three hours:

- (a) Publicly disavow such action;



- (b) Advise the President of the NEPA Region in writing that such action has not been called or sanctioned by the Union;
- (c) Notify the participants of its disapproval of such action and instruct them to cease such action and if then scheduled for work to return to work immediately; and
- (d) Post a notice on the Union bulletin board advising that it disapproves such action and instructing Employees to cease from such action and to return to work immediately.

### **ARTICLE 10 - GRIEVANCE PROCEDURE**

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.]

Section 10.1 - A grievance is an allegation by an Employee or the Union that the NEPA Region has violated an express provision of this Agreement. An Employee and/or the Union Representative is encouraged to raise issues or questions first with the supervisor to attempt to resolve grievances informally.

Section 10.2 - Step One - If the grievance is not resolved informally, then the Union may present a written grievance signed by the grievant and the Union Representative on a form provided or approved by the NEPA Region to the Department Manager or her designee within 10 working days following the day the grievant or grievants either knew or had reason to know of the event giving rise to the grievance. The grievant shall state the specific article(s) of this Agreement alleged to have been violated. A grievance so presented shall be answered by the NEPA Region in writing within 10 working days of receipt of the grievance.

Section 10.3 - Step Two - If the grievance is not settled in Step One or the NEPA Region does not answer the grievance within 10 working days, the Union may, within the next 7 working days, present the grievance in writing to the Department Head or her designee. The Department Head or her designee and the parties shall schedule a grievance meeting within 10 working days. The Department Head or designee shall render a decision in writing within 10 working days after the Step Two grievance meeting.

Section 10.4 - Step Three - If the grievance is not settled in Step Two or the NEPA Region does not answer the grievance within 10 working days, the Union may, within the next 7 working days, present the grievance in writing to the Human Resources Manager or her designee and the parties shall schedule a grievance meeting within 15 working days. The Human Resources Manager or designee shall render a decision in writing within 10 working days after the grievance meeting.

Section 10.5 - Failure on the part of the NEPA Region to answer a grievance at any Step shall not be deemed acquiescence thereto and the Union may proceed to the next Step only within the specified time periods. Any disposition of a grievance from which an appeal was not taken within the time limits specified herein shall be deemed resolved and shall not thereafter be subject to the grievance and arbitration provisions of this Agreement.

Section 10.6 - Within 10 working days of the discharge of an Employee, the Union may file a grievance in writing at Step Three of the foregoing procedure.

Section 10.7 - If any discipline of an Employee results from conduct relating to a donor and the donor does not appear at the arbitration, the Arbitrator shall not consider the

failure of the donor to appear as prejudicial so long as a written statement from the donor is presented.

Section 10.8 - The time limits specified in this Article may be waived or modified by mutual agreement of the parties at any time. Absent such agreement, the time limits contained herein shall be strictly construed.

Section 10.9 - For purposes of this Article, “working days” shall not include Saturdays, Sundays or holidays recognized by the NEPA Region.

Section 10.10 - Upon request of the Union, the NEPA Region will schedule a monthly meeting at a mutually convenient time to address grievances and other matters of mutual concern, not to exceed three (3) hours. The Union Representative will be scheduled for unpaid time to attend such meetings.

### **ARTICLE 11 - ARBITRATION**

[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.]

Section 11.1 - Any grievance concerning the alleged breach of any express provision of this Agreement that has been properly processed through the grievance procedure as set forth in Article 10 and has not been resolved at the conclusion thereof, may be referred to arbitration before the American Arbitration Association for resolution under the Voluntary Labor Association Rules then in effect by the Union serving written notice upon the HR Manager (or designee) of the NEPA Region within thirty (30) calendar days after the

completion of Step Three of the grievance procedure. If the Union fails to serve such notice of its intent to arbitrate within this time limitation, the grievance shall be considered resolved. No individual Employee shall have the right to invoke the arbitration procedure with regard to such grievances.

Section 11.2 - The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally by the parties.

Section 11.3 - The Award of an Arbitrator hereunder shall be final, conclusive and binding upon the NEPA Region, the Union and the Employees.

Section 11.4 - The Arbitrator shall have jurisdiction only over grievances after the completion of the grievance procedure and he or she shall have no power to add to, subtract from, or modify in any way of the terms of this Agreement.

Section 11.5 - Arbitration Awards or grievance settlements shall in no case be made retroactive more than 10 working days prior to the date on which the grievance was presented in Step Two of the grievance procedure.

Section 11.6 - The Arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Region and the Union.

## **ARTICLE 12 - SENIORITY**

### Section 12.1 - Definition of Seniority -

(a) There shall be separate seniority for full-time employees, part-time employees and per diem employees.

(b) “Region Seniority” means the length of an Employee’s continuous service as a regular full-time employee, a regular part-time employee or a per diem employee (as the case may be) beginning on and including the date of the Employee’s last hire or rehire as such and continuing to and including the date the Employee loses seniority. As used in this paragraph “continuous service” includes only those periods when an Employee is on the NEPA Region’s active payroll and those periods when the Employee is on a temporary layoff or on a leave of absence, with or without pay, approved by the NEPA Region, of one month or less. Seniority shall be acquired, accumulated and maintained on a Region wide basis without regard to the location of an Employee’s permanent assignment.

(c) “Classification Seniority” means the length of time an Employee has worked continuously in the Employee’s current job classification within a department.

(d) If two or more Employees would have the same seniority by application of the above definitions, their relative seniority shall be determined by the alphabetical order of their names at their hire date(s) by the NEPA Region, considering the last or “family” names first and then their first names as a tie breaker. If, after application of this paragraph, the relative seniority still cannot be determined, then the relative seniority shall be determined by the NEPA Region flipping a coin in the presence of those Employees.

(e) For an Employee who transfers from a full-time or regular part-time (benefited) position to a per-diem position and then back to a full-time or regular part-time (benefited) position, the NEPA Region will count the Employee’s continuous service from the initial date of hire for the purposes of PTO leave entitlement if the following conditions are met:

(a) PTO leave entitlement will be credited from the time the Employee first went into the benefited position and (b) PTO leave entitlement excludes time spent in per diem status

immediately preceding transfer into a full-time or regular parttime (benefited) position. This bridging of service, however, will not affect the grandfathering provision in Section 17.1(b). The maximum amount of time an employee would be eligible for would be 4 weeks or 20 working days.

Section 12.2 - Loss of Seniority - An Employee shall lose her seniority on the day on which any one or more of the following occurs:

- (a) the Employee quits, retires, dies or is discharged;
- (b) the Employee engages in gainful employment while on a leave of absence without the approval of the NEPA Region;
- (c) the Employee fails to return to work upon the expiration of a leave of absence;
- (d) the Employee fails to notify the NEPA Region within 5 calendar days after a recall notice is sent, or fails to report to work within ten calendar days after the recall notice is sent. A recall notice will be sent by confirmed delivery and a copy also will be provided to the Union;
- (e) the Employee is absent for three consecutive work days without notifying the NEPA Region and without having good cause for such absence;
- (f) the Employee is laid off for six consecutive months or the length of the Employee's seniority, whichever is shorter;

(g) the Employee fails to provide a written certification from a physician or other proof requested by the NEPA Region, which is satisfactory to the NEPA Region in its discretion, for any absence of five or more consecutive days; or

(h) the Employee is on inactive status for whatever reason for more than six consecutive months. For purposes of this subsection, if an Employee returns to work within the six (6) consecutive months and then relapses for the same disability before completing thirty (30) consecutive calendar days, the inactive status will be extended by the amount of time worked, thereby extending the six (6) month consecutive time period.

#### Section 12.3 - Layoff and Recall

(a) When it becomes necessary to reduce the work force, Employees to be laid off will be given at least two weeks notice or pay in lieu thereof. Employees will be laid off on the basis of their Classification Seniority within each job classification in which the layoffs are to occur, except in the case in which the individual who would be selected to be laid off is regularly assigned to work in a specific geographic area and the NEPA Region determines that no layoff is to be made in that job classification in that geographic area. For purposes of this Section 12.3(a) only, the corresponding Collection Specialist and Technician classifications shall be considered one job classification.

(b) Employees who are on layoff will be recalled to available jobs in their job classification in accordance with their seniority in the reverse order of layoffs.

(c) Layoffs within a job classification may be made separately for Full-Time, Part-Time and Per Diem Employees. Recalls within a job classification will be offered to the most senior employee on layoff in that job classification without regard to whether the available position is a Full-Time, Part-Time or Per Diem position. If the available position is not the

status formerly held by the Employee (i.e. Full-Time, Part-Time or Per Diem), the Employee will have the option to decline the recall and retain all recall rights.

Section 12.4 - Severance Pay - Full-Time and Part-Time Employees who are terminated due to job elimination or layoff in excess of six months will be eligible for severance pay. (Employees who resign, retire or who are involuntarily terminated for disciplinary or performance reasons will not be eligible.) Severance pay will be based on length of Region Seniority and will be provided based on a formula of one week of pay for each two full years of service, with a minimum of two weeks and a maximum of twelve weeks of severance. The severance payout will be on the Region's ordinary pay schedule. The weekly severance pay will be calculated assuming 40 hours of pay per week for a Full Time Employee and 30 hours of pay per week for a Part-Time Employee at the Employee's straight time hourly rate on the last day worked, excluding overtime pay, shift differential, bonus or any other premium pay. Eligibility for severance pay will be contingent upon the Employee signing a release agreement in a form acceptable to the NEPA Region in which the Employee fully releases the NEPA Region from any and all possible claims. If an Employee receives severance pay and subsequently is recalled to employment or is re-hired by the NEPA Region, any future eligibility for severance pay will be adjusted based on the severance pay received. Also, severance pay will stop if the Employee breaches the terms of the release or if the Employee is re-employed by any employer within the American Red Cross system during the severance period.

### **ARTICLE 13 - PROBATIONARY EMPLOYEES**

All Employees newly hired or rehired after termination of their seniority shall be



on a probationary basis for their first six months after commencing work in the bargaining unit. The NEPA Region may, in its sole discretion, discipline and/or discharge any Employee during or at the end of his or her probationary period (or any extended probationary period) for any reason and any such action may not be challenged in the arbitration procedure in this Agreement. As an alternative to any such discharge at or near the end of the six month probationary period, the NEPA Region, in its sole discretion, may extend the probationary period for an Employee for up to an additional three months, with notification before the end of the six month probationary period to the Union, including the reason(s) for such action.

#### **ARTICLE 14 - JOB POSTING AND BIDDING**

Section 14.1 - The NEPA Region will post notice of vacancies of all bargaining unit positions for seven (7) working days, exclusive of Saturdays, Sundays and Holidays. A copy of the posting also will be provided to the Union. To be eligible to apply for a posted position, an Employee must be in good standing in terms of overall work record, have at least six months seniority and have been in the Employee's current position for at least six months. The NEPA Region will consider written requests submitted by the end of the posting period and will fill vacancies based on its determination of which candidate (whether internal or external) is the best qualified candidate after considering the skill, ability, experience, performance, quality of work, conduct, adherence to regulations and attendance of all applicants. If applicants are equally qualified based on the above criteria, then the most senior candidate will be selected.

Section 14.2 - Employees who bid into a new position in accordance with this Article shall serve a six month probationary period beginning upon reassignment. If the

Employee is unable to satisfactorily perform the duties of the new position, the NEPA Region may, in its discretion, return the Employee to the former position or a similar vacant position as an alternative to discipline and/or discharge.

Section 14.3 - An Employee who is transferred or promoted to a position outside of the bargaining unit shall retain seniority rights for one year from the date of transfer or promotion. If, in the opinion of the NEPA Region, it becomes necessary or advisable to return that individual to a position within the bargaining unit within the one year period, all seniority accrued before such transfer or promotion will be restored.

Section 14.4 - A per-diem Employee who transfers to a full-time or part-time position will serve a six-month probationary period as set forth in Section 14.2 even if the transfer is into the same classification that the Employee held as a per-diem Employee. However, a per diem Employee who transfers to a regular benefited part-time or full-time position in the same job classification will begin to accrue PTO leave time upon that Employee having completed a total of 1,040 hours of work, whether such work is in the new full-time or part-time position or in the previous per-diem position.

## **ARTICLE 15 - DISCIPLINE AND DISCHARGE**

Section 15.1 - After an Employee has completed the probationary period, the Employee may be disciplined (that is, given a written warning, disciplinary suspension or disciplinary probationary period) or dismissed only for reasons that constitute just cause. An Employee may be suspended pending investigation, but after a period of fourteen (14) calendar days the suspension shall be converted to a disciplinary suspension or a discharge or the Employee shall be returned to work and the Employee's lost pay shall be fully restored. At the

time an Employee is suspended (for discipline or pending investigation) or is dismissed, the Employee shall be informed of the reasons.

Section 15.2 - The NEPA Region acknowledges the Employees who meet with supervision or management for disciplinary reasons or as part of an investigation which may result in their discipline are entitled to Union representation. Such an Employee shall be given advance notice of the disciplinary nature of such a meeting and a reasonable opportunity to secure a Union representative if so desired. The NEPA Region will pay a steward called into an investigation or disciplinary meeting that takes place during the steward's regular scheduled work hours.

Section 15.3 - Any Employee who chooses to review the NEPA Region's personnel file pertaining to that Employee may do so by making an appointment with the Human Resources Department. Such appointment shall be scheduled at mutually agreeable times during the Employee's non-working hours. Employees may not add to, remove from or alter the file in any way. Upon request, the Employee will be provided a copy of any document in the file upon paying a reasonable copy charge for the document.

## **ARTICLE 16 - HOLIDAYS**

All holidays will be designated and administered pursuant to Article 15 of the National Addendum. All floating holidays shall be scheduled in accordance with local agreement(s) and practices for the duration of this Agreement.

Section 16.1 - Employees required to work on an observed holiday shall be paid at time and one-half (1-1/2) for all hours worked on the observed holiday, in accordance with the National Addendum, Article 15. Such employees who otherwise would be entitled to the

holiday may be paid for the holiday or given another day off with pay as a floating holiday to be scheduled within sixty (60) days of the original holiday at the option of the NEPA Region.

Section 16.2 - Assignments of Mobile Employees to work on the holidays first will be based on Employees who volunteer and then will be by the least senior (based on Region hire date) Employees within the job classifications that normally perform the work to be done on those holidays as determined by the NEPA Region. Assignments of Mobile Employees to work on the holidays first will be based on rotational assignments to balance the holidays worked by employees. At least thirty (30) calendar days prior to each of the holidays, the NEPA Region shall post a list of those Employees assigned to work on the holiday. If the NEPA Region determines that a change in the posted schedule is to be made, each Employee involved in the change shall be notified as soon as practicable. In the Apheresis Department, however, after the ratification of this Agreement, the Employees at each location in that department will vote to determine if holidays will be assigned by rotation by location if there are insufficient volunteers.

Section 16.3 - Only the actual hours worked on the observed holiday will count in the build-up to forty (40) hours in that week for purposes of receiving overtime pay.

## **ARTICLE 17 - PAID TIME OFF (“PTO”) LEAVE**

See National Addendum Article 16

Section 17.1 - All scheduled PTO leave in excess of ten (10) working days per year must be taken in blocks of at least five (5) days. Weeks that contain a holiday listed in Section 16.1 will be treated as a block of five (5) days for the purposes of scheduling PTO

Leave. Unscheduled PTO leave will be paid based on the number of scheduled hours the employee was unable to work on that day, with a minimum of two (2) hours of PTO leave.

#### Section 17.2 - Scheduling PTO Leave

(a) Requests for scheduled PTO leave should be submitted in writing to the department head or designee at least four (4) months in advance of requested PTO.

Weekly PTO leave schedules shall be established taking into account the wishes of the Employees and the needs of the NEPA Region. If there is a conflict in choice of scheduled PTO leave time among Employees, Region Seniority (based on Region hire date) will prevail, except that the NEPA Region will attempt to accommodate Employee requests, made at least four (4) months in advance, for a week of summer PTO leave even if a more senior Employee has requested more than one week of summer PTO leave. Requests for PTO leave submitted less than four (4) months in advance will be considered on a first come - first served basis and approved only as operations permit. Employees who request leave at least 4 months in advance in accordance with this paragraph will be notified of the approval or denial of their leave request at least ninety (90) days before the scheduled start of the requested leave.

(b) Employees are to schedule PTO leave at least three (3) weeks in advance whenever possible and with the approval of the NEPA Region. Such PTO leave will be scheduled PTO and employees will not be subject to any disciplinary action based on their taking scheduled PTO leave. Excessive unscheduled PTO leave will be just cause for discipline. The number of Employees who will be permitted to take scheduled PTO leave on any given day will be limited so as not to interfere with the efficient operation of the NEPA Region. In addition, Employees may take up to three (3) PTO days per year that will not count as

unscheduled so long as they provide at least one (1) week of notice and it does not interfere with the efficient operation of the NEPA Region.

(c) If an Employee schedules a PTO day and then after the schedule is out is assigned to work another day off in the week of the PTO day, the Employee will have the option to convert the scheduled PTO day to an unscheduled day without pay if requested in writing within two (2) business days.

(d) It is the intent of the NEPA Region that employees on scheduled day at a time PTO leave will have their normal scheduled workweek reduced by the number of PTO days taken. Employees may volunteer for additional scheduled hours.

### **ARTICLE 19 - HOURS OF WORK AND OVERTIME**

Section 19.1 - Each Employee will work the hours assigned to the Employee and such additional hours beyond the normal workday and normal workweek as the NEPA Region requests from time to time. The Union acknowledges that through blood services and disaster relief, the NEPA Region performs a vital healthcare function in the community. Accordingly, Employees must be available as operations require. All Employees must have an operational telephone or pager where they normally can be reached and must provide those numbers to the NEPA Region.

Section 19.2 - Breaks and Meal periods are provided per the National Addendum Article 8.-

Section 19.3 - Whenever practicable, the NEPA Region will attempt to avoid scheduling an Employee for an assignment which begins less than ten hours after the employees

last compensable work for the Red Cross and the start of the employees' next shift. National Addendum Article 10, Section 5.B provides additional guidance on this issue.

Section 19.4 - Assignments to be worked on Saturday and/or Sunday first will be made based on Employees who volunteer and then will be rotated among the Employees within the job classifications that normally perform the work,. However, this will not affect Employees who are hired specifically to work assignments on Saturdays and/or Sundays. –

Section 19.5 - An Employee may be given time off with pay to donate whole blood or apheresis when, in the determination of the NEPA Region, operations permit and upon the approval in advance of the Employee's supervisor.

## **ARTICLE 20 - SCHEDULING**

Section 20.1 - Weekly Schedule - The NEPA Region will endeavor to post and distribute or mail to each Employee a schedule of his or her work assignments for each week three weeks before the beginning of each week whenever practicable. Thereafter, if there is a change in the schedule, the NEPA Region shall post such changes in writing where accessible to a majority of staff. It will be the responsibility of each Employee who reports to or returns to Headquarters to check for any changes made. Employees who do not report to or return to Headquarters will be called if their schedules are changed. The NEPA Region will make reasonable efforts to notify Employees of a change in schedule by 5:00 p.m. the day before the change if the information is available to the Region by that time.

Section 20.2 - In preparing the schedules, the NEPA Region, whenever practicable, will attempt to schedule overnight collections and scheduled hours to be worked in excess of 50 per week based on those Employees who volunteer for such assignments. If there

are insufficient volunteers, then the NEPA Region will rotate such assignments among other Employees to meet its operational and scheduling requirements.

Section 20.3 - The parties acknowledge that before reaching their first Agreement, a number of Employees were being scheduled to accommodate the personal needs of the Employees. Such arrangements may continue at the discretion of the NEPA Region, though they will not serve as precedent for any future or similar circumstances. Employees may continue to request accommodations for legitimate reasons. Such requests will be considered on a case-by-case basis by the NEPA Region and may be accommodated based on operational needs. The extent and duration of accommodation and the legitimacy of a request will be at the discretion of the NEPA Region.

Section 20.4 - Whenever it is necessary for the NEPA Region to call an Employee who is scheduled off on a certain day to report to work on that day due to an unexpected event, the NEPA Region first will call those Employees who have volunteered in advance to be called in such situations. An Employee who works on such a scheduled day off will have the option of working all of that Employee's remaining scheduled days in the work week or requesting the NEPA Region to attempt, to the extent practicable, to change the Employee's schedule for the work week to try to maintain approximately the same total amount of work hours in the work week for that Employee. This provision does not apply to schedule changes made after the schedule is posted but more than 24 hours in advance of the change.

Section 20.5 - The NEPA Region will attempt, when practicable, to schedule Full-Time Employees for at least 40 hours per week and Part-Time Employees for at least 30 hours per week (assuming the Employees do not request any time off and there are no



unexpected emergencies). The NEPA Region, however, agrees that it will schedule Full-Time Employees for at least 38 hours per week and Part-Time Employees for at least 28 hours per week (assuming the Employees do not request any time off and there are no unexpected emergencies).

Section 20.6 - Drivers, MUAs and driver assistants will be scheduled to report for work 15 minutes before departure on any collection, except that they will be scheduled to report one hour before the departure on any bus collection. In addition, MUAs will be scheduled to work 30 minutes after a collection returns, except that they will be scheduled to work forty-five (45) minutes after the return from a bus collection and 15 minutes after the end of a station collection. Drivers, MUAs and driver assistants, like all other Employees, will be paid only for time worked.

## **ARTICLE 21 - PAID LEAVES OF ABSENCE**

Section 21.1 - Bereavement Leave - After completion of the Probationary Period, if an Employee's grandparent, parent, step-parent, spouse, mother-in-law or father-in-law, brother, sister, child, stepchild, grandchild, domestic partner, other legal dependent, or person who has served as the employee's parent, sister-in-law, brother-in-law, son-in-law, or daughter-in-law dies and the Employee attends the funeral, the Employee will be granted leave without loss of pay for the day of the funeral and two other consecutive days to the day of the funeral. Pay will be according to regularly scheduled hours for the Employee up to eight hours per day. When bereavement leave is requested, the Employee must provide notice to the Employee's Department Head immediately. Upon request, the Employee must offer valid

proof of death and relationship. Management will consider a petition for others residing with the Employee and/or extenuating circumstances.

Section 21.2 - Jury Duty Leave - An Employee who has completed his probationary period and who serves on jury duty shall be compensated by the NEPA Region for the work days lost at the difference between the Employee's regular hourly rate and the amount received as juror's fees, provided the Employee offers valid proof of such jury duty and the amount received as juror's fees to the NEPA Region. If the Employee receives money for travel expenses such money shall not be considered as juror's fees. Such pay will be based on the scheduled hours not worked while on jury duty for up to eight hours per day. Whenever the Employee is excused from such jury duty by the Court on a scheduled workday, the Employee shall advise the Scheduler as promptly as possible and stand ready to report for work if requested by the NEPA Region. The receipt of a notice to report for jury duty must be reported immediately to the Human Resources Department and the NEPA Region may direct the Employee to request to be excused or exempted from such jury if, in the opinion of the NEPA Region, the Employee's services are essential at the time of proposed jury service.

Section 21.3 - Military Leave - An Employee who has completed the probationary period and who serves in military training in the Armed Forces of the United States or with a Reserve component thereof will be paid the difference between the Employee's military pay and the Employee's regular rate for the said training period, but in no event exceeding two continuous weeks, provided that at least 30 days advance notice is provided to the NEPA Region. Proof of military duty must be provided by the Employee. Employees who require additional time off for military activity beyond the annual two week training must

schedule annual leave or personal time for any such absences. Leave without pay will be granted only when all annual leave and personal time has been used.

## **ARTICLE 22 - UNPAID LEAVE**

Section 22.1 - Military Leave - Leaves of absence for the performance of duty with the Armed Forces of the United States or with a Reserve component thereof shall be granted in accordance with applicable law.

Section 22.2 - FMLA Leave - All qualified Employees shall be entitled to leave as provided by the federal Family and Medical Leave Act of 1993 (“FMLA”) as provided for in the NEPA Region’s FMLA Policy. Employees must use any available PTO days as part of their FMLA leave.

Section 22.3 - Union Leave - Employees who are authorized representatives of the Union or Local Union may, subject to scheduling requirements, be excused without pay or granted leaves of absence without pay by the NEPA Region at the request of an authorized officer of the Union or Local Union to attend official meetings, conventions, and seminars of the Union or Local Union up to a combined total for all such representatives of twenty (20) days per contract year. The Union or Local Union shall make all requests for such excused absences or leaves of absence as far in advance as possible. The NEPA Region shall respond to each request promptly.

Section 22.4 - Personal Leave - An Employee may be granted a personal leave of absence without pay to take care of pressing personal business that cannot reasonably be accomplished outside of normal working hours upon submission of a written request specifying the dates of the requested leave and the reason for the leave. Such leave shall not exceed thirty

(30) days in duration but may be extended with management approval. Such leave will not be granted unless the Employee has exhausted all PTO days. The request for leave must be submitted not less than three (3) weeks in advance of the first day of the requested leave unless the emergency nature of the personal business to be accomplished prevents the giving of such notice. Such leave may not be used for recreational purposes, as a substitute for vacation or holiday time or for any purpose covered by other leaves described in this Agreement.

Section 22.5 - PTO Leave - An Employee on authorized unpaid leave of absence (i.e., personal leave, extended sick leave, long-term disability leave, worker's compensation in excess of twelve (12) weeks, military leave or non-compensated FMLA time) shall not accumulate PTO leave during this period of absence.

Section 22.6 - Written Request for Leave of Absence - All requests for leaves of absence under this Article or under the Article on Paid Leaves shall be made in writing to the Human Resources Department at least three (3) weeks in advance of foreseeable events and as soon as possible for unforeseeable events. Approval must be in writing and given within five (5) working days.

## **ARTICLE 23 - BENEFITS**

Section 23.1 - Retirement – See National Addendum Article 21

Section 23.2 - Health and Welfare – See National Addendum Article 19

Section 23.3 - Education Incentive Plan - Employees are eligible to participate in any plan the NEPA Region offers to its non-bargaining unit hourly employees. The NEPA Region reserves the right to modify, amend or cancel the plan at any time, and any

modifications, amendments or cancellation will automatically apply to bargaining unit members to the same extent such changes apply to non-bargaining unit employees.

**ARTICLE 24 - WAGES – (PER NATIONAL ADDENDUM)**

Section 24.1 - Minimum and Maximum Wage Rates – Effective the first full pay period following ratification, the following minimum and maximum rates of pay will be put into place:

<b>Job</b>	<b>Minimum Rate</b>
CO1023UC - Collections Material Coordinator (Union)	<b>\$17.00</b>
CO1007UC - Technician II, Collections (Union)	<b>\$17.00</b>
CO1013UC - Technician III, Collections (Union)	<b>\$18.00</b>
CO1006UC - Specialist I, Collections (Union)	<b>\$19.00</b>
CO1005UC - Specialist II, Collections (Union)	<b>\$20.00</b>
CO1046 – Technician I CDL Collections (Union)	<b>\$21.00</b>

The Parties agree that the above wages and the attached wage adjustments include the incorporation of Double Red and Charge Premiums into the position rate and that future premiums will not be paid for the such work. For future promotions, any employee promoted from:

- Technician II to Technician III shall receive the greater of the position rate or \$1.00 added to their rate.
- Technician III to Specialist II shall receive the greater of the position rate or \$2.00 added to their rate.
- Technician II or Technician III to Specialist I shall receive the greater of the position rate or \$1.00 added to their rate.

Section 24.2 - The Region shall have the right to increase the minimum rates above in its discretion, provided that if the Region does so, any non-probationary employee in that job classification who is below the new minimum rate will be raised to the new minimum rate.

Section 24.3 - The NEPA Region may hire Employees at higher rates when deemed appropriate due to: education and/or relevant experience; or previous experience

within the American Red Cross system, but not at higher rates than Employees with the same years of experience.

Section 24.4 - Wage Increases – As per the National Addendum Article 13

Section 24.5 - Shift Differential – As per the National Addendum Appendix B

Section 24.6 - Temporary Rate - Due to the nature of the NEPA Region's operations, it may be necessary from time to time that the NEPA Region assign staff to work as an Acting Team Supervisor or to assign Automated Collections staff to work as an Acting Automated Collections Team Supervisor. When the NEPA Region makes such an assignment, the Employee shall receive an additional \$1.25 per hour for all hours worked as an Acting Team Supervisor or as an Acting Automated Collections Team Supervisor. An additional \$1.00 per hour rate will apply for all hours a General Maintenance Technician is assigned to work as the Acting General Services Supervisor. - Preceptor Pay - See National Addendum Appendix B

Section 24.7 - Interpreter Pay - See National Addendum Appendix B

Section 24.8 - On Call Pay - See National Addendum Appendix B

Section 24.9 - Staff Meetings - Employees who are required to attend a staff meeting on their scheduled day off will be credited with no less than two (2) hours work time for attendance at the meeting. Employees shall be paid for the actual time spent attending the meeting if it lasts more than two (2) hours.

**ARTICLE 25 - UNIFORMS AND LICENSES**

Section 25.1 – Uniforms – See National Addendum Article 12

Section 25.2 - Licenses - Each Employee who is required by the NEPA Region to have an out-of-state nursing license to perform the Employee’s job will be reimbursed by the NEPA Region for those out-of-state licenses and for the renewals of those licenses.

**ARTICLE 26 - TRAVEL AND MEALS**

Section 26.1 - Mileage Reimbursement - per the then current IRS rate

Section 26.2 - Meal Vouchers - When an Employee is on an overnight collection, the Region will provide the Employee a meal allowance of equal to the Federal Government per diem rate (currently \$35/day)..

**ARTICLE 27 - TERM OF AGREEMENT**

Section 27.1 - This Agreement shall be in full force and effect from the date hereof until midnight on December 31, 2024 and from year to year thereafter, unless one of the Parties serves written notice of its desire to amend or terminate this Agreement upon the other Party not less than sixty days prior to its expiration date or any anniversary date.

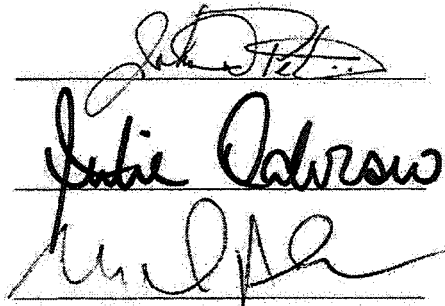
Section 27.2 - Should neither Party serve timely notice upon the other Party, this Agreement shall automatically renew for one year from the expiration date.

Section 27.3 - In the event the Parties do negotiate for an amendment or termination of this Agreement, the Union agrees to provide the NEPA Region with a written

notice of any intention to strike at least 10 days before any strike commences. This notice shall contain the date and time the strike shall begin, though the notice may be extended by written agreement of the Parties. This requirement to provide a 10 day strike notice shall survive the expiration of this Agreement and any renewal or extension thereof.

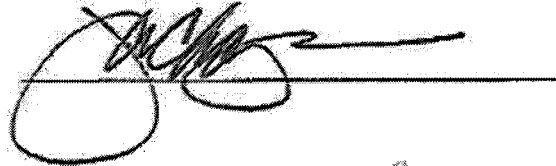
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives as of this 1st day of October, 2021.

COMMUNICATION WORKERS  
OF AMERICA, AFL-CIO



Three handwritten signatures are stacked vertically, each positioned above a horizontal line. The top signature is partially obscured by the middle one. The middle signature is clearly legible as "Julie Adams". The bottom signature is more stylized and less legible.

AMERICAN RED CROSS BLOOD  
SERVICES, NORTHEASTERN  
PENNSYLVANIA REGION



A single handwritten signature is positioned above a horizontal line. The signature is stylized and appears to be "John M. ...".



Side Letter - Trial Agreement MOA Regarding Three (3) Staff Collection Drives  
December 1, 2021

Whereas the parties desire to improve the efficiency of Three (3) Staff Collection Drives for the benefit of the NEPA Red Cross and their represented employees, the following trial is entered into as follows;

- 1) Departure times for initially scheduled three (3) Staff Collection Drives will be adjusted to allow for a 30-minute meal period prior to the opening of the hours of the Collection Drive.
- 2) Three (3) Staff Collection Drives shall be limited to a maximum of 4.5 hours collection time for this program, longer drives will not be eligible for eat before. Other than the meal period, At-Drive management process will be followed.
- 3) ARC will endeavor to avoid staffing Three (3) Staff Collection Drives with probationary employees.
- 4) The parties agree to meet after six (6) months of the date of this agreement to assess the effectiveness of the trial.
- 5) Either party may cancel this agreement by providing sixty (60) days written notice.

S/

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Jeff Champion  
For NEPA Red Cross

S/

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John Petrini  
For CWA Local 13500

**Memorandum of Agreement**  
**By and between**  
**American Red Cross, NEPA Region**  
**And**  
**Communications Workers of America,**  
**AFL-CIO (Local 13500)**

This shall serve as a Memorandum of Agreement by and between the Communications Workers of America, AFL-CIO (Local 13500) and the American Red Cross Biomedical Services, NEPA Region. **MUA Wage Rate Upon Completion of Cross Training.** It is agreed, for all MUA's without CDLs who successfully cross train into CT2 roles, we will provide a wage increase which is equal to 3% of the average base wage rate for all MUA's under this contract (w/out CDLs); and for all MUA's with CDLs we will provide a wage increase which is equal to 6% of the average base wage rate for all MUAs with CDLs under this contract.

**Wage increase for an MUA without a CDL who successfully cross-train into a CT2 role is \$0.46 /hour.**

**Wage increase for an MUA with a CDL who successfully cross-train into a CT2 role is \$0.92 /hour.**

The two identified MUA's who have cross trained into CT2 roles will receive the above wage increases effective the next payroll period following the signature date of this Agreement. Additionally, the two identified MUA's above will receive 2400 hours of premium in settlement of all claims (\$2,208 and \$1,104 respectively).

**CWA**

**American Red Cross Biomedical Services  
NEPA Region**

S/ \_\_\_\_\_

**John Petrini  
CWA Representative**

S/ \_\_\_\_\_

**Jeff Champion  
American Red Cross Labor Relations**

Date: 3/28/2018

Date: 3/28/2018

**Memoranda of Agreement**

CWA L13500 and American Red Cross, NEPA have met and negotiated regarding employees who are classified as CTIII. The parties agree as follows:

- The new base rate for CTIII shall be \$15.70/ hour effective 4/6/19
- All current CTIII employees will receive a \$0.55/hour increase effective 4/6/19
- Employees will receive a one-time payment equal to \$25 times the number of weeks they have been in the position to a maximum of 64 weeks (back to original discussions on the issue), minus applicable deductions and union dues.
- The following CTIII classified employees will receive wage increases to the specified amount below: [NOTE: Personal wage data removed from this copy]

S/ \_\_\_\_\_  
John Petrini  
CWA Representative

Date: 4/2/2019

S/ \_\_\_\_\_  
Jeff Champion  
American Red Cross Labor Relations

Date: 4/2/2019

**Memoranda of Agreement**

CWA L13500 and American Red Cross, NEPA have met and negotiated regarding employees who have or obtain a CDL. The parties agree as follows:

- Current employees who have a CDL license shall be increase to \$18.40/hour effective 2/23/19.
- Employees who obtain a CDL and are transferred into a CDL position shall enter at the greater of their existing pay rate or \$18.00/ hour.
- New hires into a CDL license position shall enter at \$18.00/ hour.
- The above rates shall be subject to periodic increases per the National Addendum.

Agreed this 6<sup>th</sup> day of March 2019.

S/ \_\_\_\_\_  
John Petrini  
CWA Representative

S/ \_\_\_\_\_  
Jeff Champion  
American Red Cross Labor Relations

Date: 3/6/2019

Date: 3/6/2019

## **SIDE LETTER RE SELECTION OF DRIVERS AMONG COLLECTIONS STAFF**

**JULY 12, 2010**

In determining which Collection Technician or Collection Specialist assigned to a mobile collection site will drive a NEPA Region vehicle to and from the site, volunteers will be solicited first. If no qualified employee volunteers, an employee will be directed to drive in order of reverse seniority. An employee who asserts that he or she is fatigued as a result of a late ending time for a work assignment the previous night will not be required to drive, provided that there is a qualified staff member assigned to the mobile collection available to drive the vehicle.

## **PRINTING OF COLLECTIVE BARGAINING AGREEMENT**

### **SIDE LETTER**

**August 10, 2001**

The NEPA Region will have the collective bargaining agreement printed for distribution to bargaining unit employees using a union printer. The NEPA Region and the Union will split the cost of printing the agreement equally.

## **MILEAGE REIMBURSEMENT SIDE LETTER**

**January 14, 2003**

Mileage reimbursement will be handled as follows:

1. Part-time Employees will be treated the same as Full-Time Employees for purposes of mileage reimbursement, i.e. they will not be entitled to mileage reimbursement except in those unusual situations described in the attached policy.
2. The NEPA Region encourages Employees to take Region-provided transportation to mobile collections by coming to the Ashley facility or a pre-approved pickup point.
3. Per Diem Employees will not receive mileage reimbursement for commuting to or from the Blood Center located in Ashley, PA to work at the Center or to take Center-provided transportation to collections except in those unusual situations described in the attached policy.
4. If a Per Diem Employee drives directly to a mobile collection site or to a pre-approved pick-up point, that Employee will receive mileage reimbursement minus ten miles each way. This mileage reimbursement will be taxable.

Attached is a copy of the revised mileage reimbursement policy that the NEPA Region has distributed to Employees.

## **MILEAGE REIMBURSEMENT POLICY FOR BARGAINING UNIT EMPLOYEES**

The following definitions apply unless expressly stated otherwise:

(a) “Blood Center” means the NEPA Region’s headquarters located in Ashley, Pennsylvania;

(b) “Employee” means a full-time, part-time or per diem employee of the NEPA Region;

(c) “The Region” means the American Red Cross Blood Services, Northeastern Pennsylvania Region.

An Employee who drives a personal motorized vehicle (van, truck, or car not owned or leased by the Region or another American Red Cross affiliate) to travel to or from collections, or on any other travel authorized by the NEPA Region, is reimbursed at the rate set forth in the collective bargaining agreement, subject to the following conditions:

1. Full-time and part-time employees generally will not receive mileage reimbursement except as provided below in paragraph 7.
2. Per diem mileage section eliminated.
3. Per diem employees will not receive mileage reimbursement for commuting to the Blood Center to work at the Blood Center or to take Region-provided transportation to collections outside of the Blood Center. Per diem employees who drive directly to collection sites other than the Blood Center or who drive to meet Region-provided transportation in route at pre-approved pick-up points will have their mileage reimbursed on a taxable basis minus 10 miles each way. Per diems also will receive mileage reimbursement as provided in paragraph 7 below (e.g. a per diem employee who does not regularly report for work at the Blood Center is required to do so for training).
4. Employees using a personal vehicle are required to have sufficient insurance to cover minimum liability required by law and are required to have a valid drivers license.
5. All employees are expected to use Region-provided transportation wherever practicable, assigned or when expressly directed to do so for safety reasons or to meet sponsoring group safety or security requirements.



6. All requests for reimbursement must be submitted using the Regional Expense Report. Expense reports must be legible, completed in blue or black ink, and submitted in original form. No facsimiles will be accepted.
7. Employees are encouraged to submit Expense Reports on Wednesdays of non-payroll weeks. Expense Reports submitted after Wednesday of a non-payroll week, will be held for the following payroll cycle. All requests must be submitted within 30 days of occurrence of the expense, or they will not be eligible for reimbursement, unless there is good cause for the late submission that is approved by Region management.
8. In unusual, non-commuting, situations, the Region may authorize an Employee to use the Employee's personal vehicle to transport himself or herself to an assigned place of duty, or from one site to another during the course of the day as necessitated by operational requirements, and in those cases the Employee will be eligible to receive mileage reimbursement for the amount incurred. This reimbursement will not be taxable. Employees authorized to utilize their personal vehicle for business or assigned from one site to another during the working day will be on the clock and reimbursed for personal vehicle mileage. In no other situation is an employee paid travel time and mileage reimbursement at the same time.
9. There is no mileage reimbursement for travel to activities not related to the performance of services for the Region, or for side trips to or from a work-related activity. Reimbursement will be provided only for the most direct route available "point to point."
10. No separate mileage reimbursement is allowed for individuals who carpool. Only one reimbursement is allowed for the Employee operator of the automobile.
11. No reimbursement is allowed for parking, tolls, or other expenses unless authorized in advance by the Region or when the Employee is asked under Section 7 to drive the Employee's personal vehicle.
12. No reimbursement is allowed for non-motor vehicles.

**EMPLOYEES WHO GET SICK DURING WORK HOURS  
SIDE LETTER**

**June 27, 2004**

1. An ill Employee who is transported to a mobile collection site by a NEPA Region vehicle will be paid as work time until return to the Ashley facility (or pick-up point, if appropriate).
2. This pay treatment does not pertain to Employees who drive themselves to the mobile collection site or who are picked up at a mobile collection site by a non-NEPA Region vehicle. Such employee will be placed on PTO when they become unavailable to perform productive work.
3. Employees who work at the Ashley facility will be placed on PTO Leave as soon as they become unavailable to perform productive work.

## **ADDITIONAL FACILITIES SIDE LETTER**

If and when the NEPA Region opens a new facility at which bargaining unit employees will work, it will meet and discuss with the Union the effects on Employees.

## **APPENDIX A**

### **DRUG AND ALCOHOL POLICY**

#### **Scope**

This policy applies to all union-represented employees of the Northeastern Pennsylvania Region - Blood Services.

#### **Introduction**

The health and safety of our donors, our blood and blood products, and our employees is of utmost concern. Drug and/or alcohol abuse in the workplace impacts the mission of the Region to provide safe and reliable blood and blood products to the hospitals and patients we serve as well as the safety of our donors and our employees. In implementing and administering this policy the Region has taken reasonable steps to ensure that all of its operations involved in the collection, processing, and delivery of blood and blood products are virtually drug-free, and that its employees and volunteers have the certainty of knowing that they are working in a safe and healthy environment.

To assure a drug-free workplace the Region has established and will maintain a policy that encourages its staff members with a drug or alcohol problem to seek rehabilitation through the Region-sponsored Employee Assistance Program (EAP) on a voluntary and confidential basis. The policy also prohibits the manufacturing, distribution, dispensing, sale, possession or use of drugs or any other controlled substance including being under the influence of drugs or any other controlled substance (except for prescribed medication) while on Region premises, work sites (fixed or mobile), in Region vehicles, or during working hours. The Region also prohibits the unauthorized distribution, sale, possession, or use of alcohol and being under the influence of alcohol while on Region premises, work sites (fixed or mobile), in Region vehicles, or during work hours.

#### **Definitions**

Drug Abuse – the use of illegal drugs, inappropriate use of prescription medication, and/or abuse of alcohol.

Reasonable Suspicion – a belief based on facts and rational inferences drawn from those facts that an employee has consumed or is under the influence of illegal drugs or alcohol, or is abusing prescription medications while at work.

#### **Employee Assistance Program**

The Region presently utilizes the Employee Assistance Program (EAP) services of Mazzitti &

Sullivan, which offers help with a variety of issues including alcohol and drug abuse. The Region has arranged a specific referral procedure with Mazzitti & Sullivan for the handling of situations involving recognition of serious work performance problems relating to alcohol/drug use. Mazzitti & Sullivan is available on a confidential basis 24 hours a day, seven days a week at 1800-543-5080.

### **For Cause (Reasonable Suspicion) Testing**

Employees will be tested “for cause” when management believes that there is a reasonable suspicion of drug or alcohol abuse. Some factors that contribute to a reasonable suspicion may be:

- Observable evidence at work, such as direct observation of drug or alcohol abuse or observation of drug or alcohol related paraphernalia.
- Abnormal conduct, erratic behavior, or unexplained significant deterioration of job performance.
- Displaying observable signs or symptoms typical of drug or alcohol abuse.
- A report of alcohol or drug abuse by a credible source.
- Evidence or information that an individual has tampered with a drug or alcohol test or in some other way participated in an attempt to alter a result.
- Any other facts or information which reasonably appear to indicate possible drug or alcohol abuse.

Once there is reasonable suspicion, a for cause drug test will be scheduled as soon as possible. A supervisor or designee will meet with the staff member in a private location, and inform the staff member that he or she is suspected of work-related drug or alcohol abuse, that he or she has a right to have a union representative present, and that a test has been arranged. The staff member must be informed that he or she has the right to refuse the test, but that refusal will result in immediate termination. If the employee agrees to testing, he or she will be escorted immediately to the testing facility by the supervisor or designee. At no time may the staff member be left unobserved during this process.

Drug and alcohol testing shall be performed by qualified providers using generally accepted testing procedures and methods, including strict chain-of-custody protocols. Test providers shall use a three step testing process that includes an initial test, a confirmatory test of positive results, and a final review of positive test results by a qualified Medical Review Officer.

## **Drug/Alcohol Abuse Treatment/Education**

Unless other factors warrant a more severe response (see Disciplinary Actions below), the Region's response to a first-time positive test result will generally be:

- Informing the staff member in writing that his or her test result is positive.
- Requiring the staff member to sign a customized version of the attached notification letter.
- A mandatory referral to the EAP program.

The staff member may refuse to accept these terms. However, a refusal will result in immediate termination.

## **Disciplinary Actions**

The following violations will result in immediate termination:

- Refusal to submit to for-cause drug and/or alcohol testing or to a related search of any personal property on Blood Services property.
- Manufacturing, distribution, dispensing, sale, possession, or use of drugs or any other controlled substance while on Region premises, work sites (fixed or mobile), in Region vehicles, or during working hours.
- Endangering others because of errors, accidents, or behavioral problems as a result of illegal drug use or abuse of alcohol or prescription drugs.
- More than one positive drug/alcohol test result.
- Altering test results, interfering with test protocols, or otherwise conspiring to change the results of drug or alcohol tests.
- Failure to comply with mandatory EAP referrals.

The following violations may result in termination:

- Failure to satisfactorily complete the EAP counseling or education program as determined by the assigned case manager.
- Failure to cooperate with ARC officials investigating claims of work-related drug or alcohol abuse, including making false accusation or statements.

- Failure to attend all scheduled counseling sessions.

An employee who is tested and receives a negative test result will be paid for any work time missed.

## **Statement of a Drug Free Workplace**

In accordance with the Drug-Free Workplace Act of 1988, employees working for Blood Services who are convicted of any drug-related offense occurring at the workplace, are obligated to inform Blood Services within five (5) days of conviction. Failure to comply with this policy will result in disciplinary action, up to and including termination. In addition, these employees must accept their responsibility for reporting any convictions as a condition of employment.



Dear <name>,

The Region has received notification that your drug/alcohol screen conducted on <date> indicated a confirmed positive test result. As you are aware, this Region has specific policies regarding the abuse of drugs and alcohol. For the health and safety of our employees, donors, recipients and the public, these policies prohibit the possession, distribution, sale and use of illegal drugs as well as the abuse of prescription drugs and alcohol.

The Region has considered the seriousness of your violation and has chosen not to terminate you at this time. However, the Region is placing you on a 4 week unpaid suspension beginning <date> with the clear understanding that your return to active employment status is dependent on your compliance with all Region policies as well as the following requirements:

1. You must contact the Region's Employee Assistance Program vendor by <date> to arrange for entering a drug/alcohol treatment/counseling program.
2. You must complete and sign an appropriate release form which allows the Region to track your progress through the treatment/counseling program.
3. You must provide to the Region documentation of successfully completing the program or documentation of on-going participation and progress.
4. You must fully cooperate with any drug/alcohol counselors, case managers, Region officials, etc. assigned your case.
5. At the end of the 4 week suspension period, you must consent to drug/alcohol testing and show a negative result to resume your position.
6. You must consent to drug/alcohol testing without notice and on random days and times for a period of 1 year after your return to work. Any future positive test result will cause an immediate and irrevocable termination of your employment.
7. You must affirm your commitment to ensuring and enforcing the Region's Drug Free Workplace policy.
8. Your signature below signifies that you understand and agree to the above stated terms and conditions and that your violation of any of these terms and conditions will result in your immediate termination.

**APPENDIX B**

**STEEL-TOED SHOES AGREEMENT DATED JULY 1, 2009**

July 1, 2009

Mr. James N. Byrne  
CWA Representative  
Communications Workers of America, AFL-CIO  
230 South Broad Street, 19<sup>th</sup> Floor  
Philadelphia, PA 19102

Re: MUA Steel-Toed Shoe Allowance

Dear Mr. Byrne:

This is to confirm the agreement reached between the American Red Cross Blood Services, Northeast Pennsylvania Region, and the Communications Workers of America (AFLCIO), Local 13500 concerning MUAs wearing steel-toes shoes. Each MUA will purchase and be reimbursed up to a maximum of \$75.00 for steel toes-shoes which must meet the ANSI or ASTM standard recommended by the manufacture of the stair climber. A replacement pair of shoes will be allowed each year and, if warranted and per approval of the manager, a second pair may be purchased in any one-year period dependent on wear and tear of the shoes.

The MUAs will be allowed to purchase the shoe style that suits them, so long as the standard is met, and will be reimbursed in the applicable pay period following submission of receipt of sale.

Please confirm the Union's agreement to this side letter by signing in the space provided below and return a signed copy of this letter to me.

Thank you.

Very truly yours,

S/  
Debra Benevento  
Manager, Employee and Labor Relations

Accepted and agreed to by the Union:

S/ \_\_\_\_\_  
JAMES N. BYRNE  
CWA Representative

July 6, 2009  
\_\_\_\_\_  
Date