

HIGHLIGHTS OF LOCAL CONTRACT BETWEEN AMERICAN RED CROSS
MID-ATLANTIC REGION, BLOOD SERVICES AND
COMMUNICATIONS WORKERS OF AMERICA

The Local contract will give bargaining unit members protection from changing policies & unfair treatment using a grievance and arbitration procedure. The following articles have been agreed to and provide the rules that establish the working conditions used. After the contract is ratified you will receive a copy of the contract with all the agreements in it. Below is a list of all the articles and highlight of some of the most important articles.

- **MUA’s who cross training will receive an increase in their base rate of \$1.10 per hour.**
- **Baylor Staff will receive a one- time market adjustment of \$.50 per hour.**
- **All staff will receive a one-time \$300 signing bonus no later than three weeks following ratification of this agreement.**

Bargaining unit members	Bulletin Board
Application of Employer policies	Bereavement Leave
Contracting	Sole and entire agreement
Discipline & Discharge	Disability Leave
Duration	Grievance & Arbitration
Group Insurance	Holidays
Intent	Introduction
Job Posting	Jury Duty
Layoff & Recall	Leave of Absence
Meals Reimbursement	Military Leave
Non-Discrimination	Personal Leave
Probation	Recognition
Retirement	Safety and Health
Savings Clause	Swap Policy
Time off to Vote	Management Rights
Union Leave	Union Representatives
Union Security	Union Orientation
Work Interruptions	Union Access & Stewards

PAID TIME OFF:

- A. Employees will be covered by the PTO provisions in Article 16 of the National Addendum. Starting in 2018 the following procedure will be used to select PTO.
- B. An employee should request approval for a scheduled absence as far in advance as possible. Requests made less than four weeks in advance of the beginning of the leave are made after the schedules have begun to be created, and are less likely to be approved as a result. To be considered a scheduled absence, an employee must receive approval.
- C. A minimum of two (2) PTO slots for the work force (by location) will be guaranteed, provided PTO requests are received with sufficient notice.
- D. Employees shall submit requests for scheduled PTO for the following six months. Requests shall be awarded on a first come first serve basis (except as provided in paragraph E). Employees shall be notified by email within 72 hours of the status of their PTO request.
- E. Once per year, the Union will circulate a calendar for requesting whole weeks of PTO, to take effect January 1 through the end of the year. A "whole week" of PTO (for the purposes of this paragraph) shall begin on Saturday and end on Friday. Calendars, beginning in the fall of 2017, will be completed by October 1, to cover January 1 through December 31. Staff must have at least one week of PTO at the time of the request. Each staff member can select one full week from the calendar, by seniority order. There will be a minimum of two (2) PTO slots for the workforce on each of the below lists. Each location shall have a separate calendar for (1) Collections Techs, (2) DOT/CDL certified staff, and (3) Charges (available weeks only). Pheresis staff will continue to follow their current procedure of first come/first serve for up to two consecutive weeks.
- F. For the first calendar, PTO which has already been granted will be included in the calendars to be distributed, and will limit the number of weeks available in the first calendar.
- G. The Red Cross and the Union shall meet upon request to discuss possible changes to this provision.

CMC POSITION

Stock inventory assistants and supply assistants will first be offered positions in the new CMC position at their existing wage rates. The parties agree to meet and discuss the transition to the CMC position. Should there be additional full or part time positions available after being offered to the existing Stock Inventory Assistants, they will be offered to MUAs who are not willing to cross train for HH and VP, who will be grandfathered at their current rate, up to the top of the Grade 2 rate (currently \$16.85) for that location. New hires will be offered \$12.00 per hour, but the Red Cross reserves the right to offer a higher start rate based upon their experience, training and qualifications.

SUPPLEMENTAL PAY

The Company and the Union agree that it is the responsibility of management to utilize regional staff and material resources in an efficient and responsible manner. To that end, Collections Department staff of non-exempt, full time status will be scheduled for at least 35 hours per pay week. If the employee's scheduled hours do not equal at least 35 hours in a pay week, or, if a scheduled collection operation or training session is cancelled resulting in fewer than 35 scheduled hours in a pay week, management will endeavor to provide an alternate work or training assignment to ensure the employee has the opportunity to be paid for at least 35 hours in a pay week. If an alternate work or training assignment is not available, management shall approve supplemental pay to ensure that the employee is paid for 35 hours in the pay week. This shall not apply when the employee has failed to work all his/her scheduled shifts in the workweek, refused the alternate assignment or training, has requested a different schedule, or has switched with another employee. Supplemental pay will only be approved up to a total of 35 hours in the pay week. Employees may use additional PTO to bring hours up to 37.5 for each week of the pay period.

SCHEDULING

The Employer will post and distribute to each employee a schedule of their work assignment for each week in accordance with the National Addendum. In the event that a schedule change is made after the posting and deliver of the schedule, the affected employee(s) will be notified as soon as possible. Staffing shall be originally scheduled in accordance with the matrix as set out by the National Addendum. When it becomes necessary to reduce the number of employees assigned to a mobile, prior to the starting time, the Red Cross will assign those employees to other assignments, mobiles or training.

SEVERANCE PAY

The Red Cross agrees to extend its current severance program to staff as part of this Agreement. A copy of that severance program will be attached to the final agreement, and will not change on a 'me too' basis going forward.

TRAVEL POLICY

Except as provided below, employees will be covered by the same policy concerning vouchered meal reimbursement on overnight collections as applies to non-bargaining unit hourly employees in the bargaining unit member's Region. The below policy shall only apply to Whole Blood employees hired before December 6, 2015.

1. Center Based Staff may come to District Staging Site for departure or leave from home if not designated to drive ARC vehicle, and;
 - a) Clock in when reach Staging Center – must be no more than 15 minutes prior to departure time unless designated MUA/loader OR

- b) Clock in when departing home or scheduled departure time from staging site whichever is shortest
- c) And will not be qualified for the below \$25 per day payment.
- d) The Red Cross has the ability to modify the above process to implement a voucher based system, as follows: "Staff that live less than 30.9 miles (one way) from an Operational Center (as specified below) may come to the District Staging Site for departure or leave from home if not designated to drive or load an ARC vehicle. Those employees who are not designated to drive or load an ARC vehicle and choose to travel from home to the site of the mobile shall receive a \$10 voucher." Upon 30 days' notice, the Red Cross can modify the 'Center Based Staff' policy to the policy in this subparagraph.

Operational Centers;

- 1. Coastal VA
- 2. Central VA
- 3. Eastern North Carolina
- 4. Any new center that may open in the Region

2. Home Based Staff

Staff that live more than 31 miles (one way) from the Operational Center as listed above shall have the following options;

- a. Drive to staging site or pick up point and shall clock in at their time of departure from the staging site or pick up point.
- b. Receive travel pay at the rate of \$25 per day and shall drive direct to the mobile or operational center, and shall clock in at the time they are directed to begin work

DISCIPLINE AND DISCHARGE

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; harassment; 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.

In instances of misconduct or unsatisfactory work performance, the Region may impose discipline. When discipline is imposed, there will be progressive discipline, including counseling, oral warning, written warning, final warning or suspension or discharge, for just cause. Except in the case of serious misconduct, in instances of misconduct or unsatisfactory work performance, an employee will be notified once before subject to discharge, provided that the requisite notice is in the form of a written warning or a suspension.

Employees will be notified timely of any discipline from the date of alleged occurrence.

Copies of all disciplinary documentation will be timely give to employees and will be forwarded to the union.

An employee will have the right to review their personnel file upon request.

GRIEVANCE PROCEDURE AND ARBITRATION

Grievance Procedure

Step 1: A grievance must be submitted in writing by the grievant and/or Steward or Chief Steward (or designee) to a Supervisor (or designee) not later than fifteen calendar days after the day of the occurrence out of which the grievance arises. The Union may file a class action grievance on behalf of the bargaining unit. The Employer may file a grievance in accordance with this Article. The Supervisor (or designee) has five (5) work days after receipt of the grievance to schedule a Step 1 meeting with the Steward, one other Union designee and the grievant if requested by the Union or by the Supervisor (or designee). The Supervisor will respond to the grievance in writing within then (10) calendar days of the Step 1 meeting. If the grievant and the Union are not satisfied with the answer, the Union has seven (7) working days after the day on which the answer from the Supervisor (or designee) is received to submit a written appeal to the Collection Director (or designee) at Step 2. A copy of all written responses to grievances heard at Step 1 shall be sent to the Chief Steward and the Local Union.

Step 2: If the Union does not submit a written appeal to the Director of Collection (or designee) before the submission time expires, the grievance is deemed satisfied by the Step 1 answer. The Director of Collection (or designee) shall meet with the Steward or Chief Steward (or designee) to discuss the grievance not later than the fourteen calendar days after the day on which the Director of Collection (or designee) received the written grievance. If such a meeting is not held within this time period and no extension of time limits is requested the Union may move the grievance to Step 3 with proper written notification to Blood Services Labor Relations/Human Resource representative (or designee.) Requests for an extension shall not be unreasonably denied. The Director of Collection (or designee) has ten (10) working days after the day on which the meeting was held to answer the grievance in writing. If the grievant and the Union are not satisfied with the answer, the Union has ten (10) calendar days after the day on which the Union received the written answer from the Director of Collection (or designee) to appeal the grievance in writing to Blood Services Labor Relations/Human Resources representative (or designee) at step 3. A copy of all written responses to grievances heard at step 2 shall be sent to the Chief Steward and Local Union.

Step 3: If the Union does not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the Step 2 answer. Not later than the seventh calendar day after the date on which the grievance is received by the Blood Services Labor Relations /Human Resources representative (or designee) the parties must agree on the date for a Step 3 meeting of the Labor Relations/Human Resources representative (or designee) and a representatives of the Union. Such meeting shall be held not later than the tenth working day after the date on which the grievance is received at this step. The Labor Relations/Human

Resources representative (or designee) must answer the grievance in writing not later than the tenth working day after the day on which the Step 3 meeting was held. The Union has 45 calendar days from the date the answer was received on which it may submit the grievance to arbitration. A copy of all written responses to grievances heard at Step 3 shall be sent to the Chief Steward and the Local Union. Email shall suffice for responses required to be in writing. One Union representative shall be paid lost time wages for time spent attending grievance meetings.

ARBITRATION

If the Union does not submit a grievance to arbitration before the submission time expires, the grievance is deemed satisfied by the Step 3 answer. No more than one grievance may be submitted to an arbitrator in the course of a single arbitration proceeding, unless the parties expressly agree in writing to the submission of more than one grievance.

To appeal a grievance to arbitration, the Union must give official written notice to Blood Services within 45 calendar days as stated above. Representatives of the parties will then attempt to agree on an arbitrator from the National Academy of Arbitrators to hear the grievance. If no agreement is reached within 7 calendar days after Blood Services receives the notice, then the Union shall send a letter to: Federal Mediation and Conciliation Service, with a copy to Blood Services within 60 days of the Step 3 answer of its intention to arbitrate the matter. If the Union does not take the required actions to submit a grievance to arbitration on a timely basis, the grievance is deemed satisfied by the Step 3 answer. The Union shall request a panel of seven arbitrators, who shall be members of the National Academy of Arbitrators, and the parties will determine an arbitrator through a process of alternate strike, with the party filing the arbitration striking first.

LAYOFFS AND RECALLS

Employees shall be given 21 calendar days' notice of layoff. The Employee laid off shall be paid all accrued but unused PTO he/she is entitled to pursuant to Article 16 of the National Addendum. Layoffs may be made separately for full-time and part-time employees. Positions selected for layoff shall be identified by status (full-time or part-time), location, and job title. Once a position is identified for layoff, employees holding such position shall be laid off in inverse order of seniority, beginning with temporary and provisional employees. An employee so laid off may displace the full-time or part-time employee in the same job classification within the Region with the least seniority, including probationary employees, provided the employee:

- (a) Has more seniority than the employee being displaced.
- (b) Meets the qualification of the position.
- (c) Is fully able to perform the major duties of that classification.
- (d) Is able to work the same schedule of the employee being displaced.

Employees shall have recall rights for one (1) year from the date of layoff. During this

period the employee(s) shall be eligible to bid on all job openings within the Region. If the number of full-time employees within a job classification is to be increased, all such employees within that job classification (including those who are working in another job classification or as regular part-time employees in the same classification to avoid a layoff and those who are on layoff and who have not lost their seniority) shall be recalled before new full-time employees are hired. If the number of part-time employees within job classification is to be increased, before new employees are hired, the available work shall be offered by way of recall to full-time and part-time employees within that job classification who are on layoff and who have not lost their seniority. For this purpose, full-time employees shall be treated as having part-time seniority within their job classification equal to their full-time seniority within the job classification. Layoffs and recalls at each such location shall be made on the basis of the unit and job classification seniority of employees permanently assigned to that location and without regard to the job classification seniority of employees permanently assigned to other locations.

The entire text of each agreement may be viewed on the CWA, Local 2201 website www.cwa2201.org.