

# **AGREEMENT**

**Between**

**Local 5103**

**Health Professionals and Allied Employees**

*AFT, AFL-CIO*

**and**

**American Red Cross Blood Services,  
Penn-Jersey Region**

**September 15, 2011 - May 22, 2014**

## TABLE OF CONTENTS

	Page
ARTICLE 1. INTENT OF AGREEMENT .....	1
ARTICLE 2. UNION RECOGNITION .....	1
ARTICLE 3. MANAGEMENT RIGHTS .....	2
ARTICLE 4. UNION SECURITY .....	2
ARTICLE 5. UNION DUES CHECK OFF .....	3
ARTICLE 6. GENDER USE.....	3
ARTICLE 7. ORIENTATION OF NEW EMPLOYEES INFORMATION.....	3
ARTICLE 8. PROBATION.....	4
ARTICLE 9. DEFINITION OF EMPLOYEE.....	4
ARTICLE 10. PERSONNEL FILE .....	5
ARTICLE 11. WORK WEEK.....	6
ARTICLE 12. SCHEDULING AND STAFFING .....	8
ARTICLE 13. LICENSES .....	10
ARTICLE 14. SENIORITY.....	11
ARTICLE 15. LAYOFF AND RECALL.....	12
ARTICLE 16. JOB VACANCIES AND POSTING .....	13
ARTICLE 17. NO STRIKE/NO LOCKOUT .....	14
ARTICLE 18. DISCIPLINE AND DISCHARGE .....	15
ARTICLE 19. GRIEVANCE AND ARBITRATION PROCEDURE.....	16
ARTICLE 20. NEW JOB CLASSIFICATIONS.....	17
ARTICLE 21. BULLETIN BOARDS .....	18
ARTICLE 22. INFORMATION TO UNION .....	18
ARTICLE 23. ACCESS AND SOLICITATION .....	19
ARTICLE 24. UNION REPRESENTATIVES .....	19
ARTICLE 25. HOLIDAYS .....	20
ARTICLE 26. PAID TIME OFF .....	21
ARTICLE 27. CATASTROPHIC SICK LEAVE .....	24
ARTICLE 28. ATTENDANCE POLICY .....	25
ARTICLE 29. WORKERS' COMPENSATION .....	25
ARTICLE 30. LEAVES OF ABSENCE .....	26
ARTICLE 31. FUNERAL LEAVE .....	27
ARTICLE 32. JURY DUTY .....	27
ARTICLE 33. SEVERANCE PAY .....	28
ARTICLE 34. HEALTH AND WELFARE AND RETIREMENT BENEFITS .....	28
ARTICLE 35. MILEAGE & TRAVEL TIME.....	30
ARTICLE 36. PERSONAL EXPENSE REIMBURSEMENT & PARKING .....	31
ARTICLE 37. PROFESSIONAL DEVELOPMENT AND TRAINING.....	31
ARTICLE 38. NON-DISCRIMINATION .....	32
ARTICLE 39. HEALTH AND SAFETY.....	32
ARTICLE 40. LABOR MANAGEMENT COMMITTEE .....	33
ARTICLE 41. PREMIUM PAYMENTS, BONUSES AND ON CALL PAY .....	34
ARTICLE 42. WAGES .....	35
ARTICLE 43. SUCCESSORSHIP AND SUBCONTRACTING.....	36

ARTICLE 44. SEPARABILITY .....	36
ARTICLE 45. UNION BLOOD DRIVE.....	37
ARTICLE 46. PAYROLL IN ARREARS.....	37
ARTICLE 47. TERM OF AGREEMENT .....	37
ATTACHMENT A - IMPLEMENTATION OF 11.08.....	39
LETTERS OF AGREEMENT .....	40

## **AGREEMENT**

This Agreement is made and entered by and between the American Red Cross Blood Services, Penn-Jersey Region, a health care institution as defined in Section 2(14) of the National Labor Relations Act, 700 Spring Garden St., Philadelphia, PA 19123 (hereinafter known as the “Region”) and the Health Professionals and Allied Employees, AFT, AFL/CIO, 110 Kinderkamack Rd., Emerson, NJ 07630 (the “Union”) on behalf of itself and its Local 5103.

### **ARTICLE 1. INTENT OF AGREEMENT**

The parties recognize that it is the responsibility of the Region to provide a continuous program of vital services essential to the health, safety, and welfare of the citizens served by the Region. The intent of this Agreement is to assure that these services are rendered economically, efficiently, with the highest standards of donor care, customer service and service to the community, and without interference or interruption in a work environment that fosters mutual respect and a professional atmosphere. To these ends, the parties mutually enter into this Agreement which sets forth the terms and conditions of employment of employees covered by the Agreement, and provides a peaceful means for the adjustment of differences with respect to the interpretation or application of this Agreement.

### **ARTICLE 2. UNION RECOGNITION**

The Region recognizes the Union as the exclusive collective bargaining representative of all regular full time, regular part time and per diem employees, in the following job classifications at the Region’s 700 Spring Garden Street facility, at its fixed sites located in Willow Grove, West Chester, Northeast Philadelphia, Pennsauken, Pleasantville, and Fairfield, at its autologous collections operations and on bloodmobiles dispatched out of its 700 Spring Garden Street facility, and at any new fixed site, autologous collections operations, and dispatch point for bloodmobiles established by the Region within its geographical area which constitutes an accretion to the bargaining units:

(Technical)

Collections: Donor Collection Assistants, Donor Collection Assistants-Pheresis, Donor Collection Assistants-Reserve, Auditors, and Donor service specialists.

Production Planning: Scheduling specialists, administrative assistant, and position control coordinator.

(Professional)

Collections: Staff Nurse, Staff Nurse-Pheresis, Staff Nurse-Reserve, Staff Nurse-Pheresis-Reserve; Nurse Manager, Nurse Manager-Pheresis.

### **ARTICLE 3. MANAGEMENT RIGHTS**

Section 3.1 Except as expressly limited by specific language in this Agreement, the Region retains the right to exercise all the powers, prerogatives, rights and functions customarily retained by management.

Section 3.2 These management rights, prerogatives, and functions retained exclusively by the Region include, but are not limited to, the following: to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to utilize part-time, per diem, and 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 while on light duty; to assign to employees work not traditionally perceived to be bargaining unit work; to promote, demote, transfer, layoff, and recall to work employees; to set standards of quality, production, service and efficiency; to determine an employee's ability to perform assigned work in a satisfactory manner; 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 subcontract, contract out, close down, or relocate the 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 Region; to introduce new or improved service, testing, and maintenance methods, materials, machinery, and equipment; to issue, amend and revise policies, procedures, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Region and to direct the Region's employees.

Section 3.3 The failure of the Region to exercise any power, function, authority or right reserved or retained by it, or the exercise of any function, authority or right in a particular way, including matters relating to discipline, shall not be deemed a waiver of the right of the Region to exercise its rights and functions in some other way not in conflict with the specific provisions of this Agreement.

### **ARTICLE 4. UNION SECURITY**

Section 4.1 Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective shall be required, as a condition of continued employment, to become members of the Union on or within five (5) days after the thirtieth (30th) calendar day following such effective date. Employees hired, rehired, reinstated, or transferred into one of the bargaining units after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of employment, to become members of the Union on or within five (5) days after the 30th calendar day following the beginning of their employment. An employee

who shall tender initiation fees (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to be a member of the Union.

Section 4.2 Employees whose membership is terminated by reason of the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership shall not be retained by the Region. No employee shall be terminated under this Article, however, unless she has failed to tender delinquent dues and/or initiation fees within five (5) days after written notice from the Union of such delinquency and the Region is advised of such failure in a written request for removal of the employee from bargaining unit work.

Section 4.3 The Union will indemnify and save the Region harmless from any claims by an employee by reason of the Region's compliance in fulfilling the terms of this Article.

#### **ARTICLE 5. UNION DUES CHECK OFF**

Section 5.1 Upon receipt of a signed authorization from an employee, the Region shall, pursuant to such authorization, deduct from the wages due the employee each pay period, the initiation fee and/or dues required by the Union as a condition of acquiring or retaining membership therein. The amount to be deducted shall be certified by the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement that includes hours worked and the hourly rate of pay of each employee, to the Union by the tenth (10th) day of the succeeding month after such deduction is made.

Section 5.2 Upon receipt of a signed authorization from an employee, the Region shall, pursuant to such authorization, deduct from the wages due the employee each pay period a voluntary deduction for the COPE fund, in the amount specified by the employee. The total amount deducted from employees for the COPE fund, with an itemized list of employees authorizing such deductions and the amounts thereof, shall be forwarded to the Union by the tenth (10th) day of the month following the deduction. Remittance to the Union of COPE Fund deductions shall be by a separate check and not combined with dues and/or initiation fees.

Section 5.3 The Union agrees to indemnify and hold the Region harmless from any and all claims resulting from any deduction from wages made in accordance with this Article.

#### **ARTICLE 6. GENDER USE**

Section 6.1 The Use of the male or female gender in this Agreement shall mean both "he and she" and "his and hers".

#### **ARTICLE 7. ORIENTATION OF NEW EMPLOYEES INFORMATION**

Section 7.1 During the orientation for each new bargaining unit employee, the Region will schedule an unpaid 1/2 hour lunch period during which the new bargaining unit employee can attend lunch with a Union representative to receive: a copy of the collective bargaining agreement, a list of Union officers and representatives, a copy of the work rules and information

concerning the collective bargaining agreement, the probationary period, the Union newsletter, a brief history of the Union and information concerning the Union's internal structure. This orientation may be conducted by a Union Staff Representative or a bargaining unit Union Officer on unpaid time.

## **ARTICLE 8. PROBATION**

Section 8.1 A new employee shall be on a probationary basis for his first 180 calendar days after commencing work in the bargaining unit, except that employees who are hired after the date of this Agreement shall be on probation from the time the employee commences work in the bargaining unit until 180 calendar days after completion of the employee's training. The Region may, at its sole discretion, discharge any employee during his probationary period for any reason. A probationary employee who is discharged shall not be entitled to utilize the grievance-arbitration procedure provided in Article 19, Grievance and Arbitration Procedure, to challenge such discharge. Upon satisfactory completion of the probationary period, Red Cross seniority shall be credited from the date of hire. For whole blood staff employees, at the completion of training, the Region will attempt to assign the probationary employee to work with three or four senior managers and/or nurse managers during the next six week period. After this, the probationary employee may be assigned to any work in the bargaining unit.

## **ARTICLE 9. DEFINITION OF EMPLOYEE**

Section 9.1 Regular full-time employees shall be defined as those employees who have completed their probationary period and who are authorized to be regularly scheduled to work 40 hours or more per week.

Section 9.2 Regular full-time "Reserve" employees shall be defined as those employees who have completed their probationary period and who are authorized to be regularly scheduled to work at least forty (40) hours per week, and whose schedule is not listed on the "Scoop" sheet. An employee hired in a Reserve status will be offered, on the basis of seniority, the opportunity to move into a routinely scheduled position within her current classification when the Region determines that such a position is open.

No employee will spend more than twelve (12) months on reserve status.

Section 9.3 Regular part-time employees shall be defined as those employees who have completed their probationary period and who are authorized to be regularly scheduled to work fewer than 40 hours per week and a minimum of twenty-four (24) hours per week.

Section 9.4 Per diem employees shall be defined as those employees who are employed on a regular basis to supplement the regular staff and whose schedules are irregular. Per diem employees are required to be available to work for the Region for one to two days per week, except that any employee hired as a per diem employee before January 1, 1990 may be required to work on a less frequent basis.

Section 9.5 Temporary employees are defined as those employees who are hired to temporarily replace an employee in the bargaining unit who is temporarily disabled or to fill a

temporary need of the Region. The Region shall notify the Union of the expected date of return from the temporary disability or the specific temporary need.

(A) If the temporary employee remains on the payroll for more than ninety (90) days, the temporary employee will become a probationary employee, and, after one hundred eighty (180) days, a regular employee, provided that, where a temporary employee is hired to temporarily replace a temporarily disabled employee, she will remain a temporary employee until the disabled employee returns to work, even if the period of disability exceeds ninety (90) days.

(B) In the event a temporary employee who is hired to fill a temporary need becomes a regular employee in accordance with Section 9.5(a), she will have no bumping, bidding, layoff or recall rights whatsoever under this Agreement and may be discharged at any time the Region determines that a temporary employee is not needed to fill the position concerned. A temporary employee who is hired to temporarily replace a temporarily disabled employee shall have no bumping, bidding, layoff or recall rights whatsoever under this Agreement, may be discharged at any time for any reason by the Region, and has no recourse to the grievance and arbitration procedure.

(C) All temporary employees who become regular full-time, regular part-time or per diem employees shall have their hours worked as temporary employees count towards their seniority at the time that they gain regular employee or per diem employee status.

(D) Before hiring a temporary employee, the Region shall post a notice of the temporary opening for one (1) week, unless the temporary opening has arisen because of an emergency. Regular employees and per diem employees shall be given preference for a temporary position over external applicants. Regular part-time and per diem employees can only bid for temporary openings that have more scheduled hours than those for which they are currently scheduled. Regular employees and per diem employees are guaranteed to return to their previous job position after the specific time period of the temporary job has expired.

(E) If a temporary position, which has been created to fill a temporary need, is converted to a regular position, the regular position will be posted in accordance with Article 16.

Section 9.6 Regular full-time (including "Reserve") employees shall be entitled to all benefits set forth in this Agreement. Regular part-time employees shall be entitled to benefits only as specified in each Article of this Agreement. Unless otherwise specified in an Article of this Agreement, per diem and temporary employees shall not be entitled to benefits (other than retirement benefits).

Section 9.7 All bargaining unit employees will be paid time and one half for hours worked in excess of forty (40) per week.

## **ARTICLE 10. PERSONNEL FILE**

Section 10.1 Except for matters relating to or that may relate to the grievance procedure, an employee shall be allowed to review her personnel file once a year, provided the employee submits a written request to the Director of Human Resources or designee. Upon such written

request, a mutually acceptable time will be established for the employee to review her file with a Human Resources representative during regular business hours. If requested by the employee in writing, a Union representative may accompany the employee. All reviews must be conducted during non-paid time. The employee may take notes while reviewing the file, but may not amend or supplement the file. If requested by the employee, the Region, within a reasonable amount of time, shall provide the employee with a copy of any document but may require payment of up to \$0.25 per page for extensive copying.

Section 10.2 In the event an employee is accused of misconduct or a violation of rules, and the accusation is subsequently found to be without merit, there shall be no record of the accusation in the employee's file.

Section 10.3 All disciplinary records will be excluded from consideration in progressive discipline twelve (12) months after the issuance of the discipline.

## **ARTICLE 11. WORK WEEK**

Section 11.1 The work week shall be the payroll period beginning at 12:01 a.m. Monday and ending at 12:00 midnight the following Sunday. The regular work week shall be five consecutive days, Monday through Friday, (hereinafter a "traditional work week") for all employees expressly hired to work a traditional work week. Employees not expressly hired to work a traditional work week may be assigned to regular work weeks other than five consecutive days, Monday through Friday.

Section 11.2 An employee who is subject to being assigned to a non-traditional work week will be offered, on the basis of seniority, the opportunity to move into a traditional work week schedule within her current classification when the Region determines that there is a permanent vacancy on the traditional work week schedule.

Section 11.3 The current policy and practice for scheduling part time and per diem employees shall be maintained for employees in part-time or per diem status as of May 23, 1999. The Region may exercise its discretion in scheduling employees hired into or moving into a part-time or per diem position on or after May 23, 1999.

The Region may hire weekend per diem employees who will be paid for weekend work at 1.3 times the rate the employees otherwise would receive if they were not a weekend per diem employee. Weekend per diem employees must be available to work at least 4 weekend days per month and also must be available to attend required training and staff meetings during the week. A weekend per diem employee may volunteer to work during the week at the employee's non-premium rate and may be scheduled for such work at the Region's option.

After the schedule is issued to all bargaining unit members (full-time, part-time and per diem), other members may be added to the schedule. No bargaining unit member already scheduled will be required to switch to accommodate such request.

Section 11.4 The normal workday shall be eight (8) hours of work or such lesser amount of time as might be required to perform mobile functions for employees assigned to mobiles and

fixed sites. An employee who works a shift on a blood collection operation shall be guaranteed eight (8) hours of pay.

Section 11.5 For employees not assigned to mobiles, there shall be a thirty (30) minute unpaid meal period as near to the mid-point of an employee's shift as is practicable. Where feasible, such employees shall continue to receive a ten (10) minute paid rest period during the first half of their shift and a ten (10) minute paid rest period during the second half of their shift.

Section 11.6 Employees assigned to mobiles shall continue to receive breaks in accordance with current practice. All employees assigned to mobiles shall receive a paid meal period of thirty (30) minutes.

Section 11.7 Employees may be required by the Blood Service to work in excess of the regular workweek. All employees shall be compensated at the rate of time and one-half (1½) the regular straight-time hourly rate for all hours worked in excess of forty (40) hours in one (1) week. For the purpose of calculating overtime within a week, a shift worked on a mobile shall be counted as eight (8) hours of work. A day of compensated time for a holiday, funeral leave, jury duty, or scheduled PTO shall be considered as eight (8) hours worked for the purpose of computing overtime. A day of compensated unscheduled PTO shall not be counted as any hours worked for the purpose of computing overtime. For employees hired after September 30, 2011, travel time shall not be considered hours worked for purposes of calculating overtime. There shall be no pyramiding of overtime.

Section 11.8 On a monthly basis, employees shall indicate their requests for overtime shifts at particular sites or geographical locations on Saturday, Sunday, or designated holidays. Two (2) weeks after the submission of such requests, the Region shall post a notice of employees' requests for overtime for a one-month period. When scheduled overtime is required for a particular day, the Region shall first attempt to obtain qualified volunteers by seniority from among those who have indicated their desire to work on that day. The Region may offer a senior employee the opportunity to work at a site closer to the employee's home if insufficient volunteers are available. In the event that there are not sufficient volunteers to perform the overtime work, it shall be assigned to qualified employees in reverse order of seniority, on a rotational basis. However no employee will be required to work such overtime if she does not live within forty (40) miles of the collection site in question, except the 40-mile limitation will not apply where there is an insufficient number of employees within the 40-mile radius. Each week the Region shall post a notice of employees who have worked overtime during the previous week. The Region will continue to operate according to the guidelines set forth in the side letter of June 17, 1998, attached to this agreement as Attachment A.

Section 11.9 If an employee as instructed reports to a place of work and no work is available or the site has been deemed to be unsafe in accordance with Article 39, Section 39.6, the employee shall contact the Director of Collections or her designee for instructions. If the employee is sent home, the employee shall be paid eight (8) hours for the day. If the employee is reassigned to another working location, working time will be continuous and, if applicable, overtime will be paid. In the event that the site to which an employee is assigned is closed because of inclement weather, such reassignment shall, where feasible, be to a work site the same or shorter distance from the employee's home.

Section 11.10 If an employee is required to attend a meeting or in-service conducted by the Region and is then assigned to another work location the same day, working time will be continuous and, if applicable, overtime will be paid, but employees will not be eligible to receive travel time for these hours. Grievance and disciplinary meeting will be exempt from these requirements.

## **ARTICLE 12. SCHEDULING AND STAFFING**

Section 12.1 Work schedules shall normally be issued two (2) weeks in advance. The parties recognize that changes in scheduling may be necessary.

Section 12.2 If the Region does not provide an employee, other than an employee on reserve status, with at least forty-eight (48) hours' notice of a schedule change, where the schedule change involves one (1) hour or more of a change in the starting time of the shift or an additional two (2) hours or more of round trip travel to the site, initiated for reasons other than employee-initiated changes ("Major Change in Schedule"), she shall receive a premium of \$3.00 per hour for the hours of work paid on the day of the schedule change. If the change involves changing from a late to an early or an early to a late (as defined herein) with less than forty-eight (48) hours notice ("Major Change of Schedule"), the employee shall be paid five dollars (\$5.00) per hour for the hours of work paid on the day of the schedule change. The payments described above will be made only if there are ten (10) or fewer unscheduled absences on that day or if the Major Change of Schedule is for a reason other than the number of unscheduled absences.

Section 12.3 The Region shall first seek volunteers by seniority in the event of a major change in schedule which occurs without at least forty-eight (48) hours' advance notice. In the event that there is not a sufficient number of volunteers, the Region will assign employees, by reverse order of seniority, provided that the Region may choose not to assign an employee if her assignment would result in a major change in schedule.

Section 12.4 The Region shall continue to take into account the proximity of the employee's home to the mobile site in scheduling.

Section 12.5 The Region will staff blood drives according to law.

Section 12.6 All employees who are currently assigned to pheresis operations at fixed sites on a regular basis shall continue to be so assigned. Vacancies for regular fixed site positions will be filled in accordance with Article 16. This provision does not limit the Region's right to assign fixed site employees on an occasional basis elsewhere or non-fixed site employees to fixed sites, provided that:

(A) Fixed site pheresis employees will only be assigned to a non-pheresis site when non-pheresis employees are not available;

(B) Employees who are cross-trained in pheresis but not regularly assigned to a fixed site shall be assigned to fill schedule vacancies, which are known more than thirty-six (36) hours in advance, at pheresis sites before employees who are not cross-trained in pheresis are so assigned;

(C) Employees who are cross-trained in pheresis but not regularly assigned to a fixed site shall be assigned to fill schedule vacancies at blood collection sites before employees who are currently regularly assigned to a fixed site; and

(D) Floating pheresis staff assigned to pheresis work who begin the workshift at a pheresis site and who are then pulled to a whole blood operation shall be paid the pheresis rate for the day.

Section 12.7 The Region will not replace any laid-off registered nurse with a non-registered nurse.

Section 12.8 The Region will make available for scheduling on a seniority basis for the whole blood collection staff in the professional unit 3 “early” slots per day and 3 “late” slots per day to be assigned on a weekly basis. The Region will make available for scheduling on a seniority basis for the whole blood collection staff in the technical unit a number equal to five percent, but no less than 8 total, of the bargaining unit (calculated on October 1<sup>st</sup> for the next calendar year) for “early” slots per day and “late” slots per day to be assigned on a weekly basis. For an early, registration ends by 2:30 p.m., and for a late, registration opens at or after 2:00 p.m. Effective January 1, 2013, for an early, registration ends by 3:00 p.m.

Section 12.9 The Region will make available for scheduling on an individual basis 3 “early” slots per day and 3 “late” slots per day for the professional unit. The Region also will make available “early” and “late” slots per day for the technical unit in a number equal to five percent, but no less than 5 total slots, of the bargaining unit (calculated on October 1<sup>st</sup> for the next calendar year). “Early” slots and “late” slots will be available per day on a first come first granted basis for scheduling for the whole blood collection staff on a floating basis to accommodate special personal circumstances. Such requests shall be made at least three weeks in advance and shall be confirmed in writing within one week of submission.

Section 12.10 Second Assignments. A second assignment is defined as working on two separate shifts where the hours worked plus any intermediate travel time exceeds ten hours. Employees (pheresis & whole blood) who work such second assignment will be paid for sixteen hours. The Region shall seek volunteers to work second assignments. When there are insufficient volunteers, the Region shall assign employees in rotation by reverse seniority. Employees shall not be assigned to work a second assignment that is more than 40 miles from their first assignment. There shall be no more than 10 forced second assignments made per month unless there is a blood emergency.

Section 12.11 The Region will schedule mobile drives of six hours or less except that they may schedule no more than twenty-five (25) seven-hour blood drives per calendar quarter.

Section 12.12 Employees shall report promptly to the Region all motor vehicle accidents that occur during the workday or while the employee is performing assigned work at any time or while the employee is operating a Region vehicle.

## **ARTICLE 13. LICENSES**

Section 13.1 It is understood that if a license is required by the Region or federal, State, or local government in order to perform work in the job classifications covered by this Agreement, such shall be a condition of continued employment with the Region. A denial, non-approval, or withdrawal of such license by such governmental agency shall be just cause for suspension without pay or other discipline. If the employee diligently pursues an appeal to the appropriate agency of the government for revocation of such denial or withdrawal and, if upon review by such agency, the license is granted or reinstated within ten (10) business days of the revocation, denial or withdrawal, the employee shall be reinstated in accordance with his/her seniority. If the license is not granted or reinstated within ten (10) business days, the employee will be subject to discharge. An employee must provide proof of license renewal prior to expiration of her current license.

Section 13.2 It is understood that there shall be no liability, financial or otherwise, on the part of the Region for any discharge or suspension arising out of a denial, non-approval or withdrawal of a certificate or license.

Section 13.3 The cost of licenses in an employee's state of residence shall be borne by the employee.

Section 13.4 Each employee covered by this Agreement who is required to operate a motor vehicle owned or leased by the Region as part of her employment duties shall at all times when operating such motor vehicle have a valid motor vehicle license issued by the State of their residence, and she shall authorize the motor vehicle administration of said State to furnish to the Region, upon request, a copy of the employee's driving record, as maintained by the State.

Employees are required to inform the Region immediately when they have a suspended, revoked, or expired license. Failure to do so will result in discipline up to and including discharge. A denial, non-approval, or withdrawal of such license by such governmental agency shall be just cause for suspension without pay or other discipline. If the employee diligently pursues an appeal to the appropriate agency of the government for revocation of such denial or withdrawal and, if upon review by such agency, the license is granted or reinstated within ten (10) business days of the revocation, denial or withdrawal, the employee shall be reinstated in accordance with her seniority. If the license is not granted or reinstated within ten (10) business days, the employee will be subject to discharge. An employee must provide proof of license renewal prior to expiration of her current license.

The cost of drivers' licenses, including special licenses, shall be borne by the employee.

Section 13.5 The parties understand that, from time to time, certain facilities require additional security clearances for staff to enter those facilities. Employees will cooperate with the Region in furnishing appropriate information requested by such sponsors.

## ARTICLE 14. SENIORITY

### Section 14.1 Definition.

(A) Red Cross Seniority. Red Cross seniority is defined as the length of an employee's unbroken service with the American Red Cross since the date of employment.

(B) Break in Service. Unless otherwise expressly stated in a National Red Cross Policy or Plan, a break in service will occur if an employee is no longer employed by the Red Cross for a period of time equal to the length of the employee's prior Red Cross service or six months, whichever is shorter.

Section 14.2 Loss of Red Cross Seniority. Red Cross seniority shall be lost and the employee terminated for any of the following reasons:

(A) Resignation.

(B) Discharge for just cause.

(C) Layoff for a period equal to the employee's Red Cross seniority or for one (1) year, whichever is less.

(D) Failure to notify the Region that the employee will return to work within one week after a recall notice has been delivered; or failure to report for work on the date set in the recall notice, which date shall not be earlier than two weeks from delivery of the recall notice. Notice of recall shall be sent by certified mail, hand delivery or overnight courier. It is the employee's responsibility to notify the Region promptly of any change in address.

(E) Refusal of reinstatement to the highest classification to which an employee has recall rights.

(F) If the employee engages in other gainful employment without Region approval while on approved paid leave of absence.

(G) Failure to report to work following expiration of an approved leave of absence, without prior approval for an extension.

(H) The employee retires or dies.

(I) Inability to perform assigned duties for more than nine (9) months on account of a non-work-related disability. The nine months of disability must be consecutive unless the employee returns to work for ninety days or fewer, in which case the total time of disability before and after the return(s) to work will be deemed to be consecutive.

(J) Inability to perform assigned duties for more than twelve (12) months on account of a work-related disability. The twelve months of disability must be consecutive unless the employee returns to work for ninety days or fewer, in which case the total time of disability before and after the return(s) to work will be deemed to be consecutive.

## **ARTICLE 15. LAYOFF AND RECALL**

Section 15.1 No regular employee and no per diem employee who worked more than 1040 hours in the previous twelve (12) months shall be laid off without written notice to the Union and the employee(s) as follows:

(A) The Region will provide the employees to be laid off with three (3) weeks' notice or pay in lieu of notice.

(B) In the event an employee receives advance notice of any length per Section 15.1 (a), then the Region will provide the Union with written notice no later than one (1) week before the date on which employees are provided actual notice. Upon request, the Region shall meet with the Union to discuss the impending layoff. If the Region provides an employee with three (3) weeks' pay in lieu of notice, then the Region will provide the Union with written notice no later than the date on which employees are provided actual notice in accordance with Section 15.1 (a), provided that, in the sole discretion of the Region, it may provide additional notice to the Union.

(C) In the event of a layoff due to unforeseen emergency causes, the Region will provide the employees to be laid off with two (2) weeks' notice of layoff or pay in lieu of notice; and the Region will provide the Union with written notice of such a layoff no later than the date on which employees are provided actual notice.

Section 15.2 Upon notice to the Union in accordance with Section 15.1(b) or (c), the Region will "freeze" all vacant positions, in job classification(s) affected by the layoff(s), with respect to external applicants until the effective date of the layoff.

Section 15.3 In the event of a layoff, the employee(s) with the least Red Cross seniority in the classification(s) affected will be laid off, with volunteers, temporary employees and probationary employees in the classification to be laid off first.

Section 15.4 An employee who is to be laid off pursuant to Section 15.1 may, within three (3) working days after receiving layoff notification, exercise seniority rights by displacing the employee with the least Red Cross seniority in any equal or lower-rated classification in the bargaining unit provided she is qualified to perform the work. Part-time employees and per diem employees who worked more than 1040 hours in the previous twelve (12) months shall be eligible to displace employees with the least Red Cross seniority in any equal or lower-rated classification, provided that said employees are qualified and are willing to work the hours of that position. For purposes of this section, an employee who displaces another employee in an equal or lower-rated classification, or a classification in which she previously worked, will be deemed "qualified", even if "in-house" training conducted by the Region is required.

(A) Notwithstanding the above, in the event of a layoff, no more than twenty-five percent (25%) of the employees in a classification shall be displaced as a result of the training required in Section 15.4. Training shall be provided to employees in order of their Red Cross seniority.

Section 15.5 Recall from layoff will be on the basis of Red Cross seniority, the most senior employee in the job classification being recalled first. In case of recall, the Region shall notify the most senior employee by certified mail, hand delivery, or overnight mail to their most recent address on file with the Region. The employee shall notify the Region of her intent within one (1) week of the delivery of the letter as to whether or not she will accept the position. In its letter, the Region shall notify the employee of the requirement to respond within such one (1) week period.

This provision shall also apply where the employee is working in a downgraded position as a result of the displacement procedure set forth in Section 15.4. An employee who has been laid off, and who has been recalled to a position, will continue to accrue seniority during the period of layoff.

## **ARTICLE 16. JOB VACANCIES AND POSTING**

Section 16.1 When the Region decides to fill a job vacancy in the bargaining unit, notice of said vacancy shall be posted in accordance with Region procedure. Eligible employees shall give the Region notice of their desire to fill such a vacancy by following Region procedure.

Section 16.2 All employees who meet the minimal requirements for the vacancy shall be eligible to receive an interview for such vacancy. The Region at its discretion shall determine the number of employee applicants to interview, provided that the Region shall interview those employee applicants with the most Red Cross seniority.

Section 16.3 The Region will give consideration to bid applicants by considering overall qualifications, including job-related skills (including interpersonal communication skills), knowledge, experience, and work record. In the event that the overall qualifications of the best employee applicants are comparable, the employee with the most Red Cross seniority will be awarded the position.

Section 16.4 In the event that one or more employees who are qualified applies for a job vacancy, one of the employee applicants will be awarded the position over any external applicants. In the event that there are no employee applicants who are qualified for the job vacancy, the Region may fill the vacancy from any source it deems appropriate.

Section 16.5 To be eligible to bid for job vacancies an employee must have had their most recent permanent bid job assignment for a minimum period of twelve (12) months, provided, however, an employee will not lose his or her bidding eligibility as result of a Region initiated transfer. Further, the Region may waive the twelve (12) month period if there are no other qualified employee applicants.

Section 16.6 Each employee applicant who receives an interview will be notified in writing of the decision with respect to her application. The notification will state that (1) the applicant has been offered the position or (2) that the applicant has not been offered the position.

Section 16.7 The successful bidder will be placed on a qualification period for the duration of training plus thirty (30) days, during which the employee may disqualify herself from the new job and/or the Region may also disqualify the employee during this period. If the

employee is voluntarily or involuntarily disqualified for the promotion, the employee will have the right to return to her former position, or, if that position is not available, to exercise her bumping rights. The Region's decision with respect to disqualification shall be grievable through Step 2, but shall not be subject to the arbitration provisions of this Agreement.

Section 16.8 If an employee in the bargaining unit is promoted to a non-bargaining unit position, she shall have the right to return to her former position within six (6) months of the promotion without loss of previous rights or privileges. In the event the position is not open, the employee shall be allowed to exercise her bumping rights. The employee may voluntarily initiate a return to the former position without prejudice during the trial period.

## **ARTICLE 17. NO STRIKE/NO LOCKOUT**

Section 17.1 During the term of this Agreement, the Union, its officers, agents, Representatives and members shall not call, authorize, or take part in any strike, slowdown, work stoppage, picketing, handbilling, boycott, or any other interference with or interruption of work at any of the Region's operations or at any facility where Region employees are scheduled to work. The failure of the Union or any employee to cross or work behind any peaceful picket line established at any of the Region's facilities or at any location where an employee is directed or scheduled to perform her normal duties is a violation of this Section.

Section 17.2 The failure or refusal on the part of any employee to comply with the provisions of this Agreement shall be cause for immediate discipline, up to and including discharge.

Section 17.3 In consideration of the Union's commitment as set forth in Section 17.1, the Region agrees that there shall be no lockouts during the term of this Agreement.

Section 17.4 In the event of an alleged violation of Section 17.1 by the Union or violation of Section 17.3 by the Region, where the underlying dispute is not subject to resolution pursuant to the grievance and arbitration procedures set forth in Article 19 of this Agreement, the Region or the Union, respectively, may institute expedited arbitration proceedings regarding such alleged violation of Section 17.1 or Section 17.3, respectively, by delivering notice thereof in writing or by facsimile to the Union or to the Region and to the Federal Mediation and Conciliation Service.

Immediately upon receipt of such notices, the Federal Mediation and Conciliation Service shall appoint an arbitrator to hear the matter.

The arbitrator shall determine the time and place of the hearing, give notice thereof in writing or by facsimile, and hold the hearing within twenty-four (24) hours after his appointment.

The fee and other expenses of the arbitrator in connection with this expedited arbitration proceeding shall be shared equally by the Region and the Union. The failure of either party or any witnesses to attend the hearing, as scheduled and noticed by the arbitrator shall not delay the hearing, and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness were present. The sole issue at the hearing shall be whether a violation of

Section 17.1 or Section 17.3 has occurred or is occurring, and the arbitrator shall not consider any matter justifying, explaining or mitigating such violation.

If the arbitrator finds that a violation of Section 17.1 or Section 17.3 is occurring or has occurred, he shall issue a cease and desist order with respect to such violation.

The arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on the Region and the Union.

Section 17.5 In the event of an alleged violation of Section 17.1 or Section 17.3 where the underlying dispute is subject to arbitration pursuant to Article 19, the Region or the Union, respectively, may immediately apply to the United States District Court for the Eastern District of Pennsylvania or any other court of competent jurisdiction for injunctive relief, including a temporary restraining order, prohibiting the continuation of such an alleged violation pending submission of the matter to arbitration and the issuance and enforcement of the arbitrator's order.

Section 17.6 The remedies set forth in this Article are not exclusive, and the Region or Union may pursue whatever other remedies are available at law or equity.

## **ARTICLE 18. DISCIPLINE AND DISCHARGE**

Section 18.1 The Region will not discipline or discharge employees without just cause.

Section 18.2 A discipline is defined as a report of an oral warning, a written warning, a suspension without pay, and a discharge.

Section 18.3 The Region shall apply the attached written work rules.

Section 18.4 There shall be a maximum of two weeks from the date of the disciplinary infraction or the date when the Region became aware of the disciplinary infraction, to the issuance of the discipline, except where the two-week limitation is unreasonable under all of the circumstances. The employee and the Union shall be notified if any extension is needed beyond two weeks, except where notification would impair an investigation.

Section 18.5 In all cases involving a discipline of an employee, the Region must promptly notify the employee in writing of his/her discipline and the reason(s) therefore. In case of a discharge or suspension, such written notice shall also be given to a Union officer, and a copy mailed or faxed to the Union office within two (2) working days from the time of the suspension or discharge.

Section 18.6 A discharged employee must immediately return all property of the Region, including without limitation cash advances, ID card, lab coats, cell phone, credit cards, pagers, and keys. Property not readily available to the employee must be returned to the Region no later than one (1) week after the employee has been notified of the discharge. The Region shall pay all wages and accrued PTO owed a discharged employee no later than the end of the next payroll period, provided that all property has been returned.

Section 18.7 An employee has the right to a Union Representative or Union Officer present at any investigatory conference in which the employee reasonably believes she may be subjected to discipline. An employee who is to be notified of a discharge in a face-to-face meeting also will have the right to have a Union Representative or Union Officer present.

## **ARTICLE 19. GRIEVANCE AND ARBITRATION PROCEDURE**

Section 19.1 A grievance is defined as a claim against, or dispute with, the Region by an employee, employees or the Union involving the interpretation or application of an express provision of this Agreement.

Section 19.2 A grievance shall be considered waived unless it is submitted and processed in accordance with the following procedure and time tables:

An employee and a Union Representative may orally present and discuss a grievance with the appropriate management representative of the Region. A written report of any agreement reached as a result of the discussion shall be provided to the Union. Informal discussion shall not serve to extend the time within which a grievance must be filed, unless such is mutually agreed upon in writing.

Step 1 If no settlement is reached, the grievance shall be reduced to writing and submitted to the Department Director within ten (10) calendar days, from the date upon which the employee first gained or should have reasonably gained knowledge of the alleged violation of the Agreement. The grievance shall be signed by the grievant and/or Union Representative, and shall set forth the nature of the dispute, the relief sought and the specific provisions of the Agreement alleged to have been violated.

The Department Director shall answer the grievance in writing within ten (10) calendar days, excluding holidays, after its receipt.

Step 2 If no settlement is reached, the grievance may be appealed to the head of Human Resources or designee within ten (10) calendar days, after the Step 1 decision was rendered.

The appeal will be discussed at Step 2 at the next scheduled semi-monthly Step 2 grievance meeting after receipt of the appeal by the head of Human Resources or designee. The employee shall be represented at such a meeting by a Union officer and/or Staff Representative of the Union. A Union Representative may also be present. The head of Human Resources or designee will render a decision ten (10) calendar days, from the date of the conclusion of the meeting.

Section 19.3 In the event the grievance has not been satisfactorily resolved in Step 2, then a request for arbitration may be brought only by the Union, within thirty (30) calendar days from the date the Union received the Step 2 decision, by filing a request for arbitration with the American Arbitration Association in Philadelphia, PA and providing a copy to the head of Human Resources or designee of the Region at the same time.

An arbitrator will be appointed in accordance with, and the arbitration proceeding shall be governed by, the American Arbitration Association's Voluntary Labor Arbitration Rules. All

expenses of arbitration shall be borne by the Region and the Union equally, except that the cost of preparing and presenting each party's case or charge for a late cancellation shall be borne by each respective party.

Section 19.4 The time limits herein may be extended only by written agreement of both parties.

Section 19.5 No individual employee shall have the right to invoke arbitration. No grievance may be brought to arbitration unless it arises during the term of the Agreement.

Section 19.6 The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the specific provisions of this Agreement.

Section 19.7 The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement, or to establish or alter any wage rate or wage structure, or to interpret any Federal or State statute or local ordinance, except where specifically referenced in this Agreement. The arbitrator shall have no authority to award punitive or exemplary damages.

The arbitrator shall have no authority to award monetary relief for any time period earlier than seven (7) calendar days before presentation of the grievance in Step One. This limitation shall not apply where the grievant did not know or did not have reason to know of the alleged violation of the Agreement. The arbitrator shall have authority to award relief only as to individuals who have filed or are clearly identified, as in a class action grievance, as interested parties affected by the contract violation alleged in the grievance.

Section 19.8 The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the Union and the Region.

Section 19.9 The arbitrator shall not hear or decide more than one (1) grievance which does not arise out of the same incident without the mutual consent of the Region and the Union.

Section 19.10 If discipline or discharge of an employee results from conduct relating to a donor or sponsor and the donor or sponsor does not appear at the arbitration, the arbitrator shall not consider the failure of the donor or sponsor to appear as prejudicial so long as a written statement from the donor or sponsor is presented.

## **ARTICLE 20. NEW JOB CLASSIFICATIONS**

If the Region establishes a new job classification within either of the bargaining units during the term of this Agreement, the Region shall notify the Union in writing at least thirty (30) days in advance of the establishment of said classification, and shall, upon request, negotiate with the Union the pay rate. In the event the parties negotiate to an impasse, the Region may implement its final offer, which may not be challenged in arbitration.

## **ARTICLE 21. BULLETIN BOARDS**

The Region shall provide space at its 700 Spring Garden Street location and fixed sites for a bulletin board which shall be used exclusively for authorized Union notices. The Region will also permit designated Union Representatives to place, in the Region's Production Planning mail slots for blood collection operations, Union notices for distribution to mobile unit and autologous collections operations, where the notices may be placed in a binder for review by bargaining unit members. The notices may not be visible to donors. The Region will not be responsible for distributing the notices or for the maintenance or safe-keeping of the binder. No notice shall be posted, placed in the Region's mail slots, or placed in the binder until the notice has been approved by the head of Human Resources or his/her designee. Approval will not be unreasonably withheld. Notices shall not contain statements which disparage the Red Cross, the Region, or any of its employees.

## **ARTICLE 22. INFORMATION TO UNION**

Section 22.1 The Region will, within two weeks of a change in job description, provide the Union with a copy.

Section 22.2 The Region will provide the Union with revisions of any Personnel Policy applicable to the bargaining units within two weeks of the revision.

Section 22.3 The Region will provide the Union with a complete and alphabetized list of bargaining unit employees within two weeks of January 31 and July 31 of each year. Such list will include name, address and classification.

Section 22.4 The Region will provide the Union with a seniority list of employees within two weeks of January 31 and July 31 of each year. Such list shall include name, date of hire, and classification.

Section 22.5 On a monthly basis the Region will provide the Union with a report of any changes to the list of bargaining unit employees including:

- (A) change of name, phone, or address;
- (B) transfer or change of status (including start date);
- (C) termination (including effective date);
- (D) leave of absence or return to work (including start date, type of leave, return to work);
- (E) new hires, including name, address, phone, social security number, position/status, and start date.

## **ARTICLE 23. ACCESS AND SOLICITATION**

Section 23.1 Upon reasonable notice to and prior arrangement with the head of Human Resources or his/her designee, the Region shall grant designated Staff Representatives (employed by the Union) access to designated areas at the Region's work sites during working hours, within the limitations set out below, to discuss grievances or problems arising under this Agreement with bargaining unit employees. Such visits shall not interfere with such employees' work assignments, and may not occur in the same area where blood collection services, including medical histories and refreshment, are in process. Permission to meet with employees shall not be unreasonably withheld. When the Region permits a non-exempt employee who is not on break to meet with a designated Staff Representative, the employee will be paid only if the visit is ten minutes or shorter.

Section 23.2 Employees may only engage in solicitation or distribution of literature in non-work areas and during non-work hours.

## **ARTICLE 24. UNION REPRESENTATIVES**

Section 24.1 The Region recognizes the right of the Union to designate Region employees to be Union Representatives and Union Officers. The number of Union Representatives shall be limited to a total of ten (10) Union Representatives. The number of Union Officers shall be five (5).

Section 24.2 Subject to the provisions of Section 24.4, Union Representatives and Officers shall be allowed to:

- (A) Represent employees in the bargaining units.
- (B) Investigate and process grievances.
- (C) Post Union notices in accordance with Article 21.
- (D) Attend negotiating meetings (the number of Union representatives to be agreed upon between the Union and the Region) if designated as a member of the Negotiating Committee and scheduled to attend by the Union.
- (E) Attend scheduled meetings with the Region.

Section 24.3 Each Union Representative and Union Officer shall be a Region employee whose tenure of employ exceeds her probationary period. The Union shall furnish the Region with the name of any authorized Union Representative and Union Officer and shall notify the Region in writing of any changes thereto.

Section 24.4 Union Representatives and Union Officers shall obtain the permission of their supervisor prior to conducting any union business during work hours. If such permission is granted, the Union Representative/Union Officer will continue to be paid at her regular rate, provided that the normal paid work day for that Union Representative/Union Officer shall not be extended by such union business.

Section 24.5 The Region agrees to provide up to a total of eight (8) paid days of administrative leave and up to a total of four (4) unpaid days of administrative leave per year that can be taken by the Union Officers (or designee) to attend Union conventions, conferences or workshops. These administrative leave days shall not count towards the calculation of any overtime pay. Written notice from the Union of the authorization of an Officer (or the designee) to utilize such leave time shall be given to the head of Human Resources at least thirty (30) days in advance of the date of such leave. An Officer (or the designee) utilizing such leave shall be paid at her base rate of pay.

## **ARTICLE 25. HOLIDAYS**

Section 25.1 Regular and probationary full-time employees who are on active pay status shall be entitled to a holiday with pay equal to her regular pay for the number of hours she would normally have been scheduled to work on that day whenever one of the following legal holidays falls on a regularly scheduled work day: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.

Section 25.2 Regular and probationary part-time employees who are on active pay status shall be eligible for prorated pay for each designated holiday.

Section 25.3 A regular or probationary employee shall be entitled to holiday pay only if she works on the scheduled workday before and after the holiday unless she is absent on either of such two days because of an authorized illness or injury. In addition, if the employee is scheduled to work on the holiday, the employee must work his or her regularly scheduled shift to receive holiday pay, unless the employee finds another employee who is qualified to perform the same function to replace her for that day.

Section 25.4 When a named legal holiday occurs on a Saturday, the holiday will be celebrated on the preceding Friday. When a named legal holiday occurs on a Sunday, the holiday will be celebrated on the following Monday. However, if an employee is normally scheduled to work on a Saturday, on which a legal holiday occurs, then Saturday, not Friday, shall be deemed the holiday for computation of holiday pay for that employee. In addition, if an employee is normally scheduled to work on Sunday, on which a legal holiday occurs, then Sunday, not Monday, shall be deemed the holiday for computation of holiday pay for that employee.

Section 25.5 If a named legal holiday falls during an employee's scheduled PTO, she shall be entitled to holiday pay, if she is otherwise eligible therefor, and she shall not be charged with a PTO day on the named legal holiday.

Section 25.6 If a non-exempt employee is required to work on a designated holiday, she will receive, in addition to holiday pay, time-and-one-half her regular hourly rate for hours worked on the holiday.

Section 25.7 If an exempt employee is required to work on a designated holiday, she will be granted another day off with pay in lieu of the designated holiday. The alternate day must be taken off within six (6) months of the designated holiday or be forfeited.

Section 25.8 When work in a job classification is needed for the holiday, the Region shall first offer work to the most senior employees in the classification who have volunteered to work on the holiday. The Region shall provide a sign-up sheet for volunteers in advance of the holiday. If there are insufficient numbers of volunteers, the Region shall assign employees in reverse order of seniority on a rotational basis.

Section 25.9 Except in a blood emergency, registration at all mobile blood collection operations on Christmas Eve shall be scheduled to close no later than 2:00 PM, and on New Year's Eve, at 3:00 PM. Except in a blood emergency, in the event the Region schedules pheresis on the Sundays surrounding Christmas and New Year's in lieu of scheduling pheresis on Christmas and New Year's, no employee will be required to work more than six consecutive days.

**ARTICLE 26. PAID TIME OFF**

Section 26.1 All full-time and regular part time employees(minimum 60% status) shall earn paid time off (PTO) for use as vacation, sick leave, personal days or any other purpose. Temporary and per diem staff are not eligible for PTO.

Section 26.2 The annual PTO allotment for employees who have at least one year of service is available at the beginning of the first pay period of the calendar year. Employees with less than one year of service may not use PTO before it has accrued. Employees may not use PTO before it has accrued for unscheduled absences.

Section 26.3 Full-time employees accrue PTO each month as shown below until December 31, 2011. Effective with the first full pay period after January 1, 2012, full-time employees accrue PTO each pay according to the following schedule:

<u>Years of Service</u>	<u>Days Accrued</u>	<u>Accrual Rate</u>	<u>Accrual Rate</u>
04 through 3 years	22 days per year	1.8 days/month	<u>6.76 hours/pay</u>
4 through 10 years	25 days per year	2.1 days/month	<u>7.69 hours/pay</u>
11 through 25 years	30 days per year	2.5 days/month	<u>9.23 hours/pay</u>
Over 25 years	35 days per year	2.9 days/month	<u>10.76 hours/pay</u>

Part-time employees accrue PTO on a pro-rated basis according to their status.

Section 26.4 Non-exempt employees shall be paid eight (8) hours straight time for each PTO day.

Section 26.5 Employees' requests for scheduled PTO days and the scheduling of such days shall be determined as follows:

(A) PTO time shall be granted based on Red Cross seniority. The number of employees granted PTO in a job classification at any one time shall be consistent with the Region's reasonable staffing needs.

(B) Employees shall be provided with a “PTO and Holiday Rounds” form no later than November 1 of each year to request PTO days (and holidays during the holiday rounds period) for the next year. Employees may request single days as well as full week(s) off. Employees may only request PTO days that will be accrued by the end of the next year.

(C) Employees shall submit requests on the “PTO and Holiday Rounds” form no later than December 1 of each year. The Region shall provide a written response to employees’ requests no later than January 15 of each year. The Region shall post a PTO schedule for all employees no later than January 15 of each year.

(D) By no later than May 1<sup>st</sup> and again by November 1 of each year, the Region shall inform each employee of how many of her PTO days were unused as of April 1<sup>st</sup> and October 1 respectively. Requests for PTO during the remainder of the year and the upcoming Grace Period must be submitted by November 15. Timely requests will be considered on a seniority basis. All other PTO scheduling requirements remain in effect, including the three week notice period.

(E) PTO requests in blocks of five (5) consecutive days shall be given first priority for granting of PTO. Single day requests will be given the next priority.

(F) Additional requests for PTO after the initial period shall be granted on a first-come, first-granted basis. Employees shall make such requests at least three (3) weeks in advance of the requested day(s). In the event the Region receives PTO requests from two employees in the same classification at the same time, the Region will grant the PTO request to the employee with the most Red Cross seniority. Pheresis float positions may apply for PTO in either classification provided no more than 20% of the pheresis trained staff (calculated on October 1<sup>st</sup> for the next calendar year) has scheduled PTO. The Region will respond to such PTO requests in writing within one (1) week of submission.

(G) “Prime Time” for PTO shall be from the last week in May through the first week in September. During this period, all collection staff will be entitled to one week of scheduled PTO, though the specific week available will be determined based on seniority. The most senior thirty per cent of employees in each bargaining unit will be granted up to two (2) weeks of scheduled PTO, though the specific weeks available will be determined based on seniority. The current scheduling practice for 800 number, production planning, and auditing will be maintained.

(H) Employees may request single days or the complete week for the “Holiday Rounds” period. The Region may grant up to five (5) days during any holiday period (Thanksgiving, Christmas, New Years). Requests will be granted within each job classification on the basis of Red Cross seniority and a rotational or “wheel” system. An employee who received requested holiday time in one year because of her Red Cross seniority will be placed on the bottom of the seniority list for the next year. Each holiday period will have its own rotation. Unless staffing needs are satisfied, no employee will be granted PTO until they have been through two (2) holiday rounds. Upon request, the holiday wheel shall be current for viewing by the Union Co-Presidents.

(I) PTO days used with less than three weeks notice are considered to be unscheduled PTO days. Employees are expected to give as much notice as possible prior to the use of unscheduled PTO. A non-field staff employee must contact her own supervisor or a designated supervisor ninety (90) minutes before the start of her shift. A field staff employee must contact the operational link office or the phone number designated by the Region at least three (3) hours before the start of his or her shift and if the employee is scheduled to start a shift at 9:00 a.m. or earlier, then, if possible, the employee should do so by 11:00 p.m. the night before.

(J) The number of collection employees allowed to take scheduled PTO days on the same day will be at least one per ten full-time equivalent employees per category. During unusual circumstances, declared in writing by the Region's CEO, the Region may limit the maximum number of employees to be off, but in no case will the number be limited to less than half the maximum as set forth above and PTO time already granted will not be revoked.

(K) Current scheduling practices for scheduling annual leave for 800 number, and production planning auditing will be maintained for purposes of scheduling PTO.

Section 26.6 Repeated unscheduled absences may subject an employee to discipline in accordance with the attendance policy.

Section 26.7 Employees may carry over a limited number of unused PTO days for use in the subsequent year. Employees with ten (10) or less years of service shall be allowed to carry over a maximum of five (5) PTO days. Employees with greater than ten (10) years of service may carry over a maximum of ten (10) PTO days. Further, during a grace period from January 1 through April 1, employees shall be allowed to take PTO days in excess of the allowable carry-over PTO days. If the excess days carried over are not used by April 1, they shall be rolled into the employee's Catastrophic Sick Leave Bank.

Effective January 1, 2013, the grace period will be eliminated and employees with ten (10) or less years of service shall be allowed to carry over a maximum of ten (10) PTO days, employees with greater than ten (10) but less than twenty-five (25) years of service may carry over a maximum of fifteen (15) PTO days and employees with twenty-five (25) or more years of service can carry over a maximum of twenty (20) PTO days. Days in excess of the carry over shall be rolled into the employee's Catastrophic Sick Leave Bank.

Section 26.8 Emergency Day. Once each calendar year, an employee who has worked for the Region for at least twelve (12) months may request approval for an emergency day off to address bona fide emergency situations that are not known in advance. The employee must submit a written request, with accompanying documentation, to Human Resources within five (5) calendar days of the emergency. If approved by Human Resources in its discretion, the emergency day will be charged against the employee's annual PTO allotment, but shall not be counted as an occurrence under the Attendance Policy. Employees who have five (5) or more occurrences in the previous twelve (12) months and employees who have exhausted their PTO for the year are not eligible for an emergency day.

Section 26.9 Employees may roll over an unlimited number of PTO days into their Catastrophic Sick Leave Bank, provided the roll over does not exceed the maximum allowable number of days in the Catastrophic Sick Leave Bank.

Section 26.10 At the end of each year, by giving notice to the Region on or before December 15, employees may cash in up to four accrued and unused PTO days on the basis of one day's pay for each two days cashed in.

Section 26.11 A regular employee who transfers to per diem or temporary employee status shall receive unused accrued PTO days in the next scheduled paycheck, provided that any PTO days used in advance of accrual will be deducted from the next scheduled paycheck.

Section 26.12 A regular employee who terminates employment with the Region shall be paid for all unused accrued PTO days, provided that an employee voluntarily terminating employment must give two weeks notice of the intent to terminate employment. Pay for PTO taken in excess of PTO accrued up to the time of termination will be considered to be part of and credited to the Region against the final salary payment.

## **ARTICLE 27. CATASTROPHIC SICK LEAVE**

Section 27.1 Full time employees employed on May 22, 2005 will accrue catastrophic sick leave days at the rate of seven (7) days per year. Part time employees employed on May 22, 2005 will accrue catastrophic sick leave days on a pro-rated basis according to their status. Employees hired after May 22, 2005 will not accrue Catastrophic Sick Leave.

Section 27.2 The bank of accrued and unused sick days of employees hired before January 1, 1999 shall be deposited in to their Catastrophic Sick Leave Banks.

Section 27.3 Employees may roll over unused PTO days at the end of the year into the Catastrophic Sick Leave Bank. Once PTO days are transferred into the Catastrophic Sick Leave Bank, they may only be used as sick leave in accordance with the rules applicable to the Catastrophic Sick Leave Bank days.

Section 27.4 The Catastrophic Sick Leave Bank may hold a maximum of one hundred twenty (120) days of accumulated time.

Section 27.5 Catastrophic sick leave days may only be used for lost time in the event of the following: (1) hospitalization and any subsequent period of disability, (2) out-patient surgery and any subsequent period of disability, (3) any absence for personal illness lasting three days or more, (4) an FMLA qualified personal illness or injury on an intermittent basis for employees undergoing a course of treatment for an initially-qualifying catastrophic illness or injury (e.g. chemotherapy for cancer, rehabilitation for stroke) with approval from the head of Human Resources, such permission not to be unreasonably withheld, (including intermittent leave) or (5) pregnancy disability.

Section 27.6 An employee receiving short term disability under the policy provided by the Region will use catastrophic sick leave to supplement short term disability to equal 100% of base earnings until the catastrophic bank is exhausted.

## **ARTICLE 28. ATTENDANCE POLICY**

Section 28.1 An absence occurrence is defined as one or more consecutive days off from work where the absence is paid through unscheduled PTO. Each unpaid day of absence will also count as an occurrence. If an employee does not appear for an assignment that is scheduled on any day in addition to his or her regular work week, including any weekend overtime assignments, the absence will be paid through unscheduled PTO and such absence will count as an occurrence. If the employee does not have PTO days available, the unpaid day of absence will also count as an occurrence.

Section 28.2 An employee with six (6) occurrences in a rolling year (dating from the first occurrence) may receive a report of oral warning.

A seventh occurrence within the year may result in a written warning.

An eighth occurrence within the year may result in a final written warning.

A ninth occurrence within the year may result in dismissal.

In addition, once an employee reaches her seventh occurrence in a rolling year, that employee shall receive a Final Written Warning, a copy of which shall be sent to the Union. Furthermore, if she incurs five additional occurrences in the next twelve month period she will be subject to discharge if she incurs a sixth occurrence in that same twelve month period.

Section 28.3 Absences which are a result of a Family Medical Leave or use of Catastrophic Sick Leave will not be considered in the disciplinary process.

Section 28.4 An unscheduled PTO day will not count as an occurrence under the attendance policy, if the employee finds another employee who is qualified to perform the same function to replace her for that day, provided that there is no added cost to the Region and Production Planning is notified of the replacement at least forty-eight (48) hours before the scheduled reporting time.

Section 28.5 A lateness of two hours or more will result in use of the employee's PTO time to provide pay for each hour the employee is late. If the employee does not have accrued PTO, it will not count as an occurrence for UPTO, but the employee will not be paid for the hours late. This will not apply to reserve staff who receive late notice to report to a mobile site.

## **ARTICLE 29. WORKERS' COMPENSATION**

Section 29.1 Pennsylvania: Under current law, all eligible employees out of work due to an on-the-job injury or illness are eligible for lost wage benefits after they are out of work for seven consecutive calendar days. On the eighth day of disability due to such an injury, eligible employees will be paid at the state-required rate, (currently 66 2/3% of their average weekly wage), up to a state-defined maximum. This payment continues from the eighth day to the 13th day of disability. On the 14th day of disability, the employee will also receive compensation at the state-required rate for the first seven days of the disability.

The Region will permit employees to use PTO or CAT, if the absence qualifies for CAT leave, during the first seven days of such a disability.

If such a disability continues for 14 consecutive calendar days or more and if the disability is compensable under Pennsylvania Workers' Compensation Law, the Region will return to the employee's PTO bank (or CAT bank for CAT eligible absences) two-thirds of the leave used during the first seven calendar days. The Region will be entitled to receive the proceeds of any workers compensation insurance check attributable to the first seven calendar days of the disability, and the employee is required to tender such a check to the Region. After the 13th day of such disability, all payments to the employee will be covered by state Workers Compensation Insurance.

If an injury or illness is not compensable under state law, the employee may use PTO or catastrophic sick leave bank consistent with Articles 26 and 27.

Section 29.2 New Jersey: Under current law, all eligible employees out of work due to an on-the-job injury or illness are eligible for lost wage benefits after they are out of work for seven consecutive calendar days. On the eighth day of disability due to such an injury, eligible employees will be paid at the state-required rate, (currently 70% of their average weekly wage), up to a state-defined maximum. On the eighth day of disability, the employee will also receive compensation at the state-required rate for the first seven days of the disability.

The Region will permit employees to use PTO or CAT, if the absence qualifies for CAT leave, during the first seven days of such a disability.

If such a disability continues for eight consecutive calendar days or more and if the disability is compensable under New Jersey Workers Compensation Law, the Region will return to the employee's PTO bank (or CAT bank for CAT eligible absences) seventy percent of the leave used during the first seven calendar days. The Region will be entitled to receive the proceeds of any workers compensation insurance check attributable to the first seven calendar days of the disability, and the employee is required to tender such a check to the Region. After the eighth day of such disability, all payments to the employee will be covered by state Workers Compensation Insurance.

If an injury or illness is not compensable under state law, the employee may use PTO or catastrophic sick leave bank consistent with Articles 26 and 27.

## **ARTICLE 30. LEAVES OF ABSENCE**

Section 30.1 Any employee desiring a personal leave of absence without pay from her employment must secure written permission from the Region. Such a leave will be granted for up to thirty (30) days only in special cases and will depend upon the needs of the Region.

Section 30.2 A pregnant employee shall be granted a leave of absence for the period of any medical disability prior to and after the birth of her child. To the extent that she has accrued catastrophic sick leave, she must first use any such leave. To the extent that she has insufficient accrued catastrophic sick leave, the employee will be given leave without pay, or will be placed on short term disability, if applicable. Further, the Region shall continue to grant to such an

employee an unpaid Family and Medical Leave of up to twelve (12) weeks to care for a new born child after the period of medical disability. A pregnant employee shall be permitted to continue to work for so long as she can safely perform all the duties of the job, and shall be permitted to return to work at such time as she can again perform all the duties of her job, subject to Section 14.2 (i).

Section 30.3 Leaves of absence not to exceed the periods set forth in Sections 14.2(i) and (j) shall be granted respectively for non work-related and work-related illnesses and injuries. Medical verification may be required.

Section 30.4 “Family and Medical Leave” shall be in conformance with the Region’s Policy and the Family and Medical Leave Act.

Section 30.5 An employee returning to work from an authorized leave of absence without pay shall be reinstated to her former position or to a substantially equivalent position.

Section 30.6 Employees shall continue to accrue seniority during an authorized leave of absence without pay. However, employees shall not accumulate PTO or Catastrophic Sick Leave during the period of the absence where such absence exceeds one (1) month.

Section 30.7 Health insurance benefits, including the Region’s share of the premium costs, will be maintained for the duration of a Family and Medical leave. Employees on Family and Medical leave will continue to pay their share of the premium costs. For all other approved leaves of absence without pay, health insurance benefits, including the Region’s share of the premium cost, will be maintained for the remainder of the month in which the leave of absence commenced. At the end of such period, the employee shall have the option of continuing her health care coverage under COBRA, provided that she makes timely payment(s), for the full length of the leave of absence, to the Region for the full cost of the coverage.

Section 30.8 An employee requesting a leave of absence under this Article shall submit a request specifying the expected date of return. An extension of a leave shall be requested as soon as the need is known, but no less than seventy-two (72) hours, excluding weekends, prior to the expected date of return.

## **ARTICLE 31. FUNERAL LEAVE**

The Region will grant a full-time regular or part-time regular employee with at least 180 calendar days of service up to three (3) days funeral leave with pay to handle the necessary family details and to attend the funeral of an immediate family member. Immediate family includes: parent, child, spouse (domestic partner), brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparent, stepchild, stepbrother, stepsister. The Region reserves the right to require verifying documentation of the death of the immediate family member.

## **ARTICLE 32. JURY DUTY**

A full-time regular and part-time regular employee with at least 180 calendar days of service who is summoned for jury duty shall notify the Region on the first working day after

receipt of the jury summons. The Region will pay the difference between the amount the employee received for jury duty and the straight-time pay for the regularly scheduled hours he would have received in the absence of jury duty only for the working days on which the employee served on the jury. The employee must present and endorse to the Region the check received from the legal jurisdiction in which he served or a personal check for the amount owed to the Red Cross under this Article in order to qualify for differential jury pay.

### **ARTICLE 33. SEVERANCE PAY**

The Red Cross National severance policy will apply to the bargaining units.

### **ARTICLE 34. HEALTH AND WELFARE AND RETIREMENT BENEFITS**

Section 34.1 (a) The Region will continue to provide medical and dental benefits to bargaining unit members on the same basis, under the same conditions and for as long as those offered to non-represented employees and their dependents in the Region.

(b) For purposes of this Article only, effective January 1, 2009, “full-time employee” is defined as an employee who is authorized to be regularly scheduled to work at least thirty-five (35) hours or more per week.

(c) National Labor/Management Forum. The ARC will participate in a National Labor/Management Forum which will meet at least three times per year. A committee of Union representatives (“Union committee”), including one from HPAE in Philadelphia, will be invited to participate. The focus of the National Forum will be health, dental and vision benefits provided by ARC and related topics of national implication, interest or concern. The Union committee may provide ARC with its input and suggestions regarding such issues via the National Forum.

The intent of the National Forum is to insure that a more complete understanding and consideration of relevant factors and perspectives occurs prior to the effective date of any changes made to the benefits programs by ARC. In addition, the National Forum will provide a communications vehicle which can be used by the parties to build cooperative working relationships and permit them to focus upon life-saving missions. However, the parties recognize and agree that the National Forum is neither designed nor should it be construed to constitute collective bargaining. Collective bargaining regarding terms and conditions of employment will remain the responsibility and right of local representatives of the parties.

(d) Health Care for the Term of the 2011 Agreement.

(i) The current EPO Plan no longer will be offered beginning January 2012.

(ii) The MyChoice Program as created and announced by the Red Cross in 2011 will be implemented and offered to unit employees as of January 1, 2012.

(iii) The 2011 PPO Plan design will be offered in 2012, but with a different carrier and with a maximum employee premium share percentage of 10% single

and 20% for any other coverage tier (i.e., employee + spouse, employee + children or family).

(iv) The continuation of any PPO Plan and its format beyond 2012 shall be a priority topic of discussion by the National Labor/Management Forum (described above). The ARC agrees to share relevant and necessary data with the Union committee on a confidential basis as part of this process. After discussion in that Forum, if the ARC determines that a PPO or some other plan design is to be offered in addition to the My Choice Plans after 2012, the actuarial value of the new plan shall remain the same as in 2012 and the premium cost sharing targets shall continue to be 90%/10% for employee only and 80%/20% for all other coverage tiers. Plan design change(s) shall be based upon actual and projected claims, utilization costs and associated implications.

(v) The parties will discuss to explore potential of including an HMO as a healthcare plan option in 2013. While the ARC is willing to consider this possibility in good faith and will receive input from the Union, it is not obligated to incorporate or offer such a plan and retains the discretion and authority with respect to making that determination.

(vi) In no event shall employees enrolled in the My Choice Program be responsible for a premium share percentage of more than 10% for “employee only” or 20% for any other coverage tier in 2012. Any premium increase in the My Choice Plan in 2013 and/or 2014 shall first be the obligation of the employee, subject to the limits described below.

(vii) The My Choice Program premium increases for 2013 and/or 2014, if any, will be the actual cost increase but shall not increase by more than 10% over the employee premium share for the same plan and coverage tier in the prior year.

Section 34.2 Within two weeks of learning of changes in health plans or benefit levels, including formulary changes, for each new plan year, the Region will notify the Union of such changes and, upon request, discuss with the Union the impact of such changes upon bargaining unit employees. Any such discussions, however, shall not prevent or delay the Region’s implementation of the change.

Section 34.3 The Region shall continue to provide to employees an Employee Assistance Program.

Section 34.4 Short Term and Long Term Disability. For the duration of this Agreement, the Region will continue to provide short-term and long-term disability programs to bargaining unit members being the same short-term and long-term disability programs for regular employees, under the same conditions, for as long and with the same employee contributions as for non-represented employees. If the Region announces changes to short-term and long-term disability programs for its non-represented employees, such changes shall be determined in the same manner and at the same time for bargaining unit employees.

Section 34.5 Life Insurance. The Region shall continue to provide, at its expense, the existing or substantially equivalent life insurance coverage for each regular full-time and regular part-time employee.

Section 34.6 Retirement Benefits. The bargaining unit employees will continue to participate in the American Red Cross National Retirement System, as amended from time to time at the sole discretion of the American National Red Cross. The parties agree that any future changes or amendments to the National plan will automatically apply to the bargaining unit employees to the same extent that such changes or amendments apply to other American Red Cross Blood Services Region employees. The parties further agree that the Region and the employees are bound by the terms of said retirement plan. Pension issues that are related either to the Region's administration of the retirement plan or the Region's payment of monies to the retirement plan shall be subject to the grievance and arbitration provision of this Agreement. All other pension issues shall not be subject to the arbitration provisions of this Agreement. To the extent permitted by the National Retirement System, employees shall continue to be permitted to make voluntary contributions toward the purchase of a retirement annuity.

Section 34.7 403(b) Plan. The Region shall continue to offer a 403(b) plan for the bargaining unit employees.

Section 34.8 401(k). Employees will be eligible to participate in the National 401(k) savings plan on the same basis as non-represented employees.

### **ARTICLE 35. MILEAGE & TRAVEL TIME**

Section 35.1 The Region shall reimburse all blood collection staff at the current IRS rate for mileage reimbursement, for business-related miles driven in excess of 20 miles per day in a personal vehicle. The Region will continue to reimburse blood collection staff for tolls paid in connection with travel for which they may be subject to reimbursement for mileage.

Section 35.2 The Region agrees to calculate and pay travel time as follows:

(a) Travel time is paid to blood collection employees, excluding employees regularly assigned to fixed sites.

(b) Method for Determining Travel Time Compensation

(i) The Region will compensate HPAE represented collection staff at a rate of 1.5 minutes per mile as determined by weekly mileage prepared and submitted by the employee.

(ii) Total travel time compensation for the week is the sum of the daily calculated travel time (1.5 minutes per mile multiplied by the actual number of miles driven), minus up to a maximum of one half (.5) hour of travel per day.

(iii) All travel time is excluded for staff regularly assigned to a fixed site, except that when such staff are pulled from that fixed site and reassigned to a collection at another site, they will be entitled to travel time for the time spent traveling

from the new site to their home and they also will be entitled to mileage for the travel from the fixed site to the new site and then from the new site to their home. If such staff are pulled before they report to their fixed site, they will be entitled to travel time and mileage according to the formula set forth above. Floating pheresis staff shall be entitled to travel time in accordance with paragraphs (1) and (2) above.

(c) The Region may audit submitted mileage.

(d) The employee's travel time is then added to the employee's actual hours worked during the week and to any paid time off taken by the employee during the week. When determining the employee's compensation for the week, any travel time payable under this Section will offset any hours otherwise payable for the week under Section 11.4. If the sum is greater than forty(40) hours, the employee is paid for forty (40) hours at straight time and at time and one half for hours eligible for overtime payment under this agreement.

### **ARTICLE 36. PERSONAL EXPENSE REIMBURSEMENT & PARKING**

Section 36.1 The Region shall continue to provide free parking to employees at the Musser Center.

Section 36.2 The Region shall make prior arrangement for free parking for employees whenever possible at mobile sites. Where reasonable efforts to secure parking have not been made, the Region shall reimburse employees who are regularly assigned to mobile sites for parking expenses up to a maximum of \$125 per fiscal year effective July 1, 2008. Effective January 1, 2012, the parking reimbursement shall be up to a maximum of \$125 per calendar year. In addition, each employee may elect each calendar year before the start of the calendar year to either have an additional \$75 available for parking reimbursement that calendar year or have the \$75 added to his or her HSA.

Section 36.3 Personal expenses (including the parking expenses described in Section 36.2) reasonably incurred in the performance of official duties, and, where feasible, approved in advance by a supervisor, shall be reimbursed upon receipt of a signed, itemized voucher and receipts submitted in accordance with published deadlines.

### **ARTICLE 37. PROFESSIONAL DEVELOPMENT AND TRAINING**

Section 37.1 The Region shall apply to members of the bargaining units any tuition assistance policy which it may adopt for unrepresented employees.

Section 37.2 Upon submission of a roster of classes, the Region shall make a reasonable effort to accommodate an employee's schedule with her schedule of classes.

Section 37.3 The Region shall apply to members of the bargaining units any continuing education programs which it may adopt for unrepresented employees. Reimbursement for fees, transportation or other expenses for an approved professional meeting will be considered on an individual basis.

Section 37.4 In the event either the New Jersey or Pennsylvania Board of Nursing requires Registered Nurses to earn a certain number of Continuing Education Units (CEUs) as a condition of license renewal, the Region agrees to make a reasonable effort to provide leave without pay for nurses to complete the CEU requirements.

Section 37.5 For employees in the nursing bargaining unit, the Region shall pay the full costs of RN licensure in the state in which they do not reside through December 31, 2005. Effective January 1, 2006, for employees in the nurse bargaining unit, the Region shall pay the full cost of RN licensure in New Jersey if the RN does not reside in New Jersey so long as New Jersey requires an RN on blood drives.

Section 37.6 All nurses shall be CPR trained. Periodically, the Region will schedule, at no cost to employees, CPR training. Any time spent by the employee in such training may, at the option of the Region, be compensated, except employees who are required by the Region to have such training will be compensated for the time.

Section 37.7 The Region shall provide updates and inservices to employees on issues related to blood banking and infectious diseases.

### **ARTICLE 38. NON-DISCRIMINATION**

Section 38.1 Neither the Region nor the Union will discriminate against any employee on the basis of race, religion, age, national origin, sex, disability, sexual orientation, or any other category protected by applicable federal, state, and local law.

Section 38.2 Neither the Region nor the Union will discriminate against any employee because of her status in regards to union membership.

### **ARTICLE 39. HEALTH AND SAFETY**

Section 39.1 The Region shall make reasonable provisions for the health and safety of its employees.

Section 39.2 At the time of employment or transfer, at no cost to the employee, staff who have potential for exposure to blood borne pathogens shall be offered a hepatitis B vaccination series and anti-HBs testing in accordance with the most current recommendations of the U.S. Public Health Service. Employees who have never received hepatitis B vaccine shall be offered a full hepatitis B vaccination schedule. Employees may waive any or all vaccinations by signed waiver. Hepatitis B vaccinations will be administered to all appropriate employees in accordance with the manufacturer's instructions. If a routine booster dose(s) of hepatitis B vaccine is recommended by the U.S. Public Health Service at a future date, such booster dose(s) shall be made available.

Section 39.3 Following percutaneous or mucous membrane exposure to blood or other body fluids, the employee will be advised to immediately treat the exposure site as recommended by the U.S. Public Health Service, and report for evaluation by the Designated Panel Provider. The Provider will offer testing, counseling, post-exposure prophylaxis and follow-up in accordance with the most current U.S. Public Health Service recommendations.

Section 39.4 If the Region medical plan ceases to offer an option for employees who participate in the medical plan to receive a flu shot without a co-payment being charged, then the Region will reimburse an employee who has medical insurance provided by the Region for a co-payment charged under the medical plan for an employee to receive a flu shot, provided that the employee must select the cheapest option available (e.g., having the flu shot administered by a primary care provider, rather than a specialist). Employees who do not have medical insurance provided by the Region will be reimbursed for a co-payment up to or equal to the amount provided to employees who have medical insurance provided by the Region for the cheapest option available under the Regional medical plan, provided that the employees uses any no cost option available under the employee's medical plan, or, if there is no free option, the employee must select the cheapest option available. Any employee seeking reimbursement will be required to submit documentation showing the date, the amount of the co-payment and the reason the co-payment was charged in order to be reimbursed.

Section 39.5 In the event that vaccines for AIDS or other strains of hepatitis become available, the Region shall provide such vaccines, to the extent required by applicable law or by American National Red Cross policy.

Section 39.6 If an employee at a collection site believes it is unsafe to proceed with the operations because of the type or condition of the facilities available, including the availability of equipment provided and/or the ability to conduct confidential histories, the employee shall notify the Senior Manager or other person in charge. That person will take appropriate action, which may include contacting the Director of Collections or the designated Collections Department ("CD") representative. If appropriate action is not taken, the employee may contact the Operational Link Office directly. Those individuals will consult with each other within one hour of the employee in charge at collection site's initial contact. After consultation with the Director or CD representative, the employee in charge shall make a recommendation whether or not to cancel the operation. If the Director or CD representative and the employee in charge cannot agree on whether or not to close the operation, the Director or CD representative will go to the site, review the conditions of the site, further discuss the matter with the employee in charge, and make a final decision on whether to close the site. Factors which will be considered in making the final decision will include availability of restrooms, lighting, ventilation, temperature, and any other conditions which may pose a threat to the health and safety of the donors or employees. If a feasible alternative is not available and the site/conditions are safe, then an employee or employees may be required to stay on the site to redirect donors.

#### **ARTICLE 40. LABOR MANAGEMENT COMMITTEE**

Section 40.1 The Union and the Region agree to the establishment of a Labor-Management Committee, to be composed of up to eight (8) representatives selected by the Union and up to eight (8) representatives of the Region.

Section 40.2 The Labor-Management Committee shall meet at least six (6) times per year. The Labor-Management Committee shall function completely separately from and independent of the grievance procedure under this Agreement and will address issues of common concern.

Section 40.3 The Region agrees to release from work, if necessary, the Union representatives to the Labor-Management Committee, at no loss of their base rate of pay, for the purpose of attending such meetings.

#### **ARTICLE 41. PREMIUM PAYMENTS, BONUSES AND ON CALL PAY**

Section 41.1 A differential of One Dollar and Fifty Cents (\$1.50) per hour shall be paid to an employee for any shift during which she is assigned to serve as a foreign language interpreter by the Region.

Section 41.2 A differential of One Dollar and Forty Cents (\$1.40) per hour shall be paid to an employee when she is assigned to act as a preceptor for another employee. The Region shall post openings for preceptors and shall select employees to perform this work in accordance with Article 16. A preceptor shall not precept more than two employees at a time.

Section 41.3 Employees shall receive a ten per cent (10%) differential for the shift when working at a collection site whose scheduled finish time is 9:00 p.m. until 10:59 p.m. Employees shall receive a twenty per cent (20%) differential for the shift when working at a collection site whose scheduled arrival time is before 6:00 a.m. or whose scheduled finish time is 11:00 p.m. or later.

Section 41.4 Non-Reserve employees who are assigned to a shift on a mobile whose scheduled arrival time is less than nine (9) hours after the actual finish time of their previous shift shall receive three dollars (\$3.00) per hour for the hours of the shift worked on the second day. The three dollar (\$3.00) an hour payment shall not apply to:

- (a) Double shifts;
- (b) Voluntary bid overtime shifts;
- (c) Employee-originated switches in schedule;
- (d) Situation where less than nine (9) hours occur due to unpredictable problems such as Acts of God;
- (e) Situations where the employee waives the nine (9) hour rule.

Reserve employees who are assigned to a shift on a mobile whose actual arrival time or scheduled arrival time, whichever is later, is less than nine (9) hours after the actual finish time of their previous shift shall receive three dollars (\$3.00) per hour for the hours of the shift worked on the second day.

Section 41.5 Any employee assigned to be on call with a pager on the weekend or a holiday shall receive one dollar (\$1.00) per hour on call pay.

Section 41.6 In the event an employee's paycheck does not list separately all premium payments, bonuses and on-call pay, the employee, upon request, shall receive from the Payroll Department, a listing of such payments within five (5) working days of the request.

## ARTICLE 42. WAGES

Section 42.1 The Region agrees to make the following adjustments to wages:

(a) Minimum wage rates will be as follows:

Administrative Assistant	\$12.78
Position Control Coordinator	\$12.78
Donor Service Specialist	\$12.78
Scheduling Specialist	\$12.94
Auditor/Donor Services	\$12.78
Donor Collection Assistant	\$12.78
DCA Pheresis	\$14.22
Staff-Nurse	\$20.58
Staff Nurse-Pheresis	\$23.83
Nurse Manager	\$22.03
Nurse Manager Pheresis	\$25.46

The Region also may hire employees at higher rates due to relevant experience by offering a hire rate that is up to the wage rate being paid to an employee in the same job classification with the same number of years of experience at the Region.

(b) Effective the first full pay period following ratification, bargaining unit employees will receive a 2.5% wage increase.

(c) Effective the first full pay period on or after May 23, 2012, bargaining unit employees will receive a 2.5% wage increase.

(d) Effective the first full pay period on or after July 1, 2009, each non-probationary employee in the bargaining unit who is employed on July 1, 2009 will receive a ½% wage increase if the Region meets or exceeds its total assigned Fiscal Year 2009 (July 1, 2008 – June 30, 2009) productive red blood cell collection goal. That goal includes all collections from autologous, directed, double red cell and whole blood donations. The Region will provide to the Union, the assigned goal for Fiscal Year 2009 by June 1, 2008.

(e) Effective the first full pay period on or after July 1, 2010, each non-probationary employee in the bargaining unit who is employed on July 1, 2010 will receive a ½% wage increase if the Region meets or exceeds its total assigned Fiscal Year 2010 (July 1, 2009 – June 30, 2010) productive red blood cell collection goal. That goal includes all collections from autologous, directed, double red cell and whole blood donations. The Region will provide to the Union, the assigned goal for Fiscal Year 2010 by June 1, 2009.

(f) A collection staff employee who has her primary residence in one of the following New Jersey counties will receive a 4% wage rate increment so long as she continues to have her primary residence in one of those counties: Sussex, Passaic, Bergen, Warren, Morris, Essex, Hudson, Hunterdon, Somerset, Union or Middlesex. Effective the first full pay period on or after November 1, 2005, the wage rate increment will increase by 3.5%.

Section 42.2 A pheresis trained employee who has been awarded a regular fixed-site position where pheresis operations are conducted will receive the pheresis rate for her position for all paid hours. An employee, trained in pheresis, who is not awarded a regular fixed-site position where pheresis operations are conducted, will receive the pheresis rate only when assigned to such a site.

Section 42.3 Upon promotion, an employee’s wage rate will be adjusted to the minimum of the range for the position to which she has been promoted, or will be increased by the amount of the following adjustment, whichever is greater:

DCA	\$1.00
DCA-MCS+ (From DCA)	\$0.25
DCA-Pheresis (From DCA)	\$1.00
DCA-Pheresis (From DCA-MCS+)	\$0.75
Scheduling Specialist (From Position Control Coordinator Or Administrative Assistant II)	\$0.50
Staff Nurse – Pheresis	\$2.50
Nurse Manager	\$1.25
Nurse Manager - Pheresis (from Staff Nurse-Pheresis)	\$1.25
Nurse Manager - Pheresis (from Nurse Manager)	\$2.50

If an employee trained in pheresis seeks and is approved to return to a whole blood position, then she no longer will receive the pheresis promotion adjustment. If an employee trained in MCS+ seeks and is approved to no longer be available to perform MCS+ procedures, then she will no longer be eligible to receive the MCS+ promotion adjustment.

**ARTICLE 43. SUCCESSORSHIP AND SUBCONTRACTING**

Section 43.1 The Region shall notify the Union in writing sixty (60) days prior to the effective date of any merger, sale, lease, and/or transfer of ownership of its operations.

Section 43.2 In the event the Region determines to subcontract work performed by bargaining unit employees, no employee who has the skill and ability to perform such work shall be laid off.

Section 43.3 The Region shall notify the Union in writing sixty (60) days prior to the effective date of any agreement for the subcontracting of bargaining unit work.

**ARTICLE 44. SEPARABILITY**

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provision of this Agreement to be in conflict with any law, rule or regulation, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect.

**ARTICLE 45. UNION BLOOD DRIVE**

The Union agrees to sponsor and organize two mobile blood collections during each year of the agreement, and further agrees that the target will be a goal 60 donations for each collection.

**ARTICLE 46. PAYROLL IN ARREARS**

The Region reserves the right to change its payroll system to a payroll in arrears system during the term of this Agreement.

**ARTICLE 47. TERM OF AGREEMENT**

This Agreement shall be in full force and effect from the 15th day of September, 2011 up to and including midnight the 22nd of May, 2014, and shall continue in force from year to year thereafter unless and until either of the parties hereto shall give to the other ninety (90) days' written notice, prior to the end of the original term or prior to the end of any subsequent extension, of an intention to terminate or modify the Agreement. In the event the parties do negotiate for an amendment or termination of this Agreement, the Union agrees to provide the 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.

For Health Professionals and Allied  
Employees, AFT, AFL/CIO

For American Red Cross Blood Services,  
Penn-Jersey Region

\_\_\_\_\_  
Ann Twomey, President

\_\_\_\_\_  
Brigid O'Neill-LaGier, Chief Executive Officer

\_\_\_\_\_  
Tina C. Mills, Committee

\_\_\_\_\_  
Michael Citrino, Human Resources

\_\_\_\_\_  
Judy Merkowsky, RN, Committee

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Brenda Brandon, Committee

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Renee M. Conyers, Committee

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Jerry Costello, Committee

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Lynnly Glynn, Committee

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Sabrina Handy-King, Committee

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Rob Groves, Committee

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Geri D'Alonzo, Committee

## ATTACHMENT A - IMPLEMENTATION OF 11.08

The Union and the Region agree that seniority, as used in Article 11, Section 8 of the collective bargaining agreement, with regard to the assignment of overtime for which staff have bid, shall be applied as follows:

1. A posted vacancy in any position shall be awarded to the most senior individual in that category. If no staff member in the category is available, the position shall be awarded to the most senior individual in the next higher category. For scheduling purposes, the hierarchy of categories will be from the lowest to the highest: Phlebotomist, DCA, Staff Nurse, Nurse Manager.
2. Overtime will be posted according to the current practice. Employees will bid for overtime in the following manner. First the employee shall have the option to indicate up to three preferences for overtime assignment. For each location, the most senior employees bidding shall be taken according to the priority indicated on their bid.

Employees bidding for overtime will also be asked the following: "I do \_\_\_ do not \_\_\_ wish to work this day if my preferences cannot be honored."

3. If an employee is scheduled and the run is subsequently cancelled, she shall be given the option of bumping the least senior employee working overtime that day.
4. If a weekend collection site is added to the schedule after the normal bidding process has been started, the Region will send a memorandum to each employee that is qualified to work at the additional site. The memorandum will list the date and location of the additional site and the type of collection to occur (i.e., pheresis or whole blood collection). The employee will be given a minimum of five days to indicate his/her desire to work at the additional location (more time may be given if circumstances allow). The Region will assign employees at this additional site in accordance with the procedures listed above.
5. The parties agree that this settlement shall not serve as precedent for any other interpretation of this agreement, or with regard to the application of seniority for any other purpose of this agreement.

**LETTERS OF AGREEMENT**

**MAY 23, 2005 LETTER OF AGREEMENT - SCHEDULING WORK IN EXCESS OF  
REGULAR WORK WEEK AS AMENDED MAY 23, 2008**

The parameters for scheduling work in excess of the regular work week under Section 11.7 shall be as follows:

1. General Principles

(a) For employees hired on or after May 23, 2002, a full week of granted PTO will run from Monday through Sunday.

(b) Retired employees working as per diem employees will be exempt from the weekend work requirements delineated below.

2. Whole Blood Collection DCAs

(a) Effective October 1, 2005, the maximum number of additional days a senior employee (seniority of 1 through 50) may be required to work during each six (6) month period is:

Full Time	11
80% FTE	9
60% FTE	7
Per diem	2

(b) Effective October 1, 2005, the maximum number of additional days a junior employee (seniority of 51 or greater) may be required to work during each six (6) month period is:

Full Time	14
80% FTE	12
60% FTE	9
Per diem	3

(c) During the months of March and September, the Region will update the seniority listing and apply the most current seniority to the following six (6) month period.

(d) Effective October 1, 2005 and updated every six (6) months thereafter, the most senior fifty (50) DCAs shall work a normal work week of Monday through Friday.

(e) No employee shall be forced to work more than six (6) consecutive days.

(f) Notwithstanding the above, flex week employees, including new employees, will remain subject to flex week scheduling, though the Region will schedule flex week employees off at least one out of every four weekends.

3. Apheresis Collection Employees and Whole Blood Collection RNs

(a) By June 15, 2005 the Region will designate all weekends from July 1, 2005 through December 31, 2005 as either A, B or Special Event weekends. For each subsequent year, the Region will designate A, B or Special Event Weekends by October 1<sup>st</sup> for the following year.

(b) Beginning July 1, 2005 the employees will be divided evenly into two teams (Team A and Team B) for the purposes of scheduling weekend assignments. Teams will be created in order to balance the skills and locations of employees of each team. For the purposes of weekend work, Trima trained employees will be considered apheresis staff.

(c) The Region will schedule employees for weekend work based upon their team designation for the corresponding weekend utilizing a rotational seniority basis. During Special Event Weekends, the Region will assign staff to work weekends choosing from the entire bargaining unit.

(d) Bargaining unit employees may indicate their availability to work designated weekends. The assignment of such employees shall not impact the selection of employees for work on designated team weekends or the assignment of team staff on a rotational basis.

(e) Part-time employees will be scheduled to work on their assigned team weekends up to the following maximums:

80% FTE	10
60% FTE	8
Per diem	2

(f) Notwithstanding the above, flex week employees, including new employees, will remain subject to flex week scheduling.

4. For pheresis and whole blood collections, weekend work shall be assigned in the following order:

- (a) Non-traditional work week employees
- (b) Flex work week staff utilizing least senior staff consistent with weekly staffing needs
- (c) Voluntary overtime bids from the bargaining unit utilizing most senior staff
- (d) Non-voluntary overtime utilizing a rotational seniority list

5. At the request of either party, the parties will meet and discuss whether to agree to a different method of scheduling weekend work.
6. Employees working weekend drives with scheduled closing times of 4:00 p.m. or later will receive a premium payment of \$50.

### **LETTER OF AGREEMENT - PINS, BUTTONS, STICKERS**

No employee who interfaces in person with the public may, during working hours or in working areas, distribute literature or wear pins or stickers, other than (1) those authorized by the Region and (2) pins which state only the Union's name and logo, provided that if a sponsor of a donor group objects to the wearing of Union pins, no such pins will be worn at that sponsor's blood drive.

### **MAY 23, 2005 LETTER OF AGREEMENT – SCHEDULING WEEKEND WORK FOR AUDITORS AS AMENDED MAY 23, 2008**

1. Auditors shall not be required to work more than two (2) consecutive weekends, except for the Tuesday through Saturday assignment and Sunday through Thursday assignment.
2. The normal weekend work day shall be eight (8) hours of work or such lesser amount of time as might be required to perform auditing functions. An employee who works weekend shifts in auditing shall be guaranteed eight (8) hours of pay for working six (6) hours or more up to eight (8) hours. This excludes the Tuesday through Saturday assignment.
3. Employees may be required to work in excess of the regular workweek. Employees shall be compensated at the rate of time and one-half (1 1/2) the regular straight-time hourly rate for all hours worked in excess of forty (40) hours in one (1) week.
4. On a monthly basis, employees shall indicate their requests for overtime shifts in Auditing on Saturday, Sunday or designated holidays. Two (2) weeks after the submission of such requests, the Region shall post a notice of employees' requests for overtime for a one-month period. When scheduled overtime is required for a particular day, the Region shall first attempt to obtain volunteers by seniority from those who have indicated their desire to work on that day. In the event that there are not sufficient volunteers to perform the overtime work, it shall be assigned to qualified employees in reverse order of seniority, on a rotational basis. Voluntarily working overtime on a Saturday, Sunday or designated holiday shall count as an overtime shift worked for purposes of assignment of involuntary Saturday, Sunday or designated holiday overtime on the rotational basis. The Region will continue to operate according to the guidelines set forth in the side letter of June 17, 1998, attached to this agreement as Attachment A.

**MAY 23, 2008 LETTER OF AGREEMENT – MILEAGE REIMBURSEMENT FOR  
FIXED SITE EMPLOYEES**

Any employees permanently assigned to fixed sites after May 23, 2008 shall not receive mileage reimbursement. The parties agree within thirty days of ratification that they will meet and discuss mileage reimbursement for current permanent fixed site employees who have been receiving mileage reimbursement. This paragraph does not impact either party's interpretation of Section 35.1.

**LETTER OF AGREEMENT RE MCS AWARD**

On a drive where MCS is running and there are four (4) productive procedures per each machine assigned on that drive, then each MCS staff on that drive will receive a \$10 customer service award.

**SEPTEMBER 15, 2011 LETTER OF AGREEMENT - RN NO LAYOFFS**

The Region agrees that through May 22, 2014, it will not lay off any RN who is employed by the Region on May 22, 2011.

**LETTER OF AGREEMENT – STAFFING COMMITTEE**

The Region and the Union agree that when staffing issues arise, either party may put them on the agenda for the next regularly scheduled Labor Management Committee meeting. Notice of this agenda item will be provided to the other side at least fourteen (14) days in advance so that each party can ensure that appropriate staff are present for that part of the meeting to address the staffing issues. The meeting shall last no longer than three (3) hours unless mutually agreed to by the parties. In addition, the Union may notify the Region in advance of drives that may be understaffed and the Region will take appropriate action.

**LETTER OF AGREEMENT – AUDITORS**

Auditing staff in the Collections Department who work on a shift with a scheduled start time between 3:00 p.m. and 10:59 p.m. shall receive a 10% shift differential. Auditing staff in the Collections Department who work on a shift with a scheduled start time between 11:00 p.m. and 3:00 a.m. shall receive a 15% shift differential.

## **LETTER OF AGREEMENT – SNOW**

There will be a Committee that meets in the fall of each year to discuss preparation for the upcoming winter season, including timely notification of staff and the use of PTO and UPTO on snow days. This can be part of an existing Labor-Management Committee meeting that includes scheduling and donor recruitment staff.

If an employee who is scheduled to work calls out because of snow, the employee will not be charged with an occurrence for a UPTO or LWOP if the employee's work assignment is later cancelled and other employees assigned to that work assignment are not offered reassignment. If, however, the assignment is not cancelled or the assignment is cancelled but other employees scheduled on that same assignment are offered reassignment, then the employee will be charged with an occurrence for UPTO unless the employee lives in an area that is significantly more impacted by the snow than other employees scheduled on that assignment, in which case a PTO day will not be unreasonably denied if requested. The Region's determination shall be based on the employee's address as reflected in HR Direct Access as of that date.

## **LETTER OF AGREEMENT – UNIFORMS**

If the Region requires employees to wear a particular uniform, the Region will provide at least six (6) sets of that uniform to full-time employees. Employees will have the option of purchasing additional sets of that uniform from the Region at a cost of \$5 per set. The Region will provide the Union with advance notice and an opportunity to discuss any changes to the Region policy governing uniforms for bargaining unit employees.