

**ARTICLE 1**  
**RECOGNITION *(update as needed)***

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

Collections Technician II, Collections Technician III, Collections Specialist I, Collections Specialist II (Mobile RN), Collections Specialist II (Fixed RN), Collections Specialist I (APH LVN) \*, Collections Specialist I (WB LVN)\*, Head Nurse\*\*.

\*Current employees identified as LVNs by the Company are grandfathered and no new LVN will be hired.

\*\* Refer to Article 13 Section 5.

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

**ARTICLE 2: UNION SECURITY AND DUES CHECK OFF**

**2.1 Union Security**

- (1) It shall be a condition of employment with the Employer that all employees subject to this Collective Bargaining Agreement (“Agreement”) who are members of the Union in good standing as of the effective date of this Agreement, shall remain members in good standing, by paying regular union dues, and those who are not members in good standing as of the effective date, shall, after the thirtieth (30<sup>th</sup>) calendar day following the effective date, become and remain members in good standing of the Union, or in lieu of union membership pay a financial core nonmember fee, as determined by the Union in accordance with applicable law. It shall also be a condition of employment that all Employees covered by this Agreement who are hired on or after the effective date, shall, after the thirtieth (30<sup>th</sup>) calendar day following the beginning of such employment either become and remain members in good standing of the Union, or pay a financial core nonmember fee as determined by the Union in accordance with applicable law.
- (2) The Union shall notify the Employer in writing of any employee failing to maintain membership in good standing in the Union, or to remit to the Union his/her financial core nonmember fees. At the same time, the Union shall inform the employee in writing: (1) that the employee’s membership is not in good standing or that he/she is delinquent in paying financial core nonmember fees; and (2) how the employee can cure any alleged financial delinquencies. The employee shall be given thirty (30) days following receipt of such notice to comply with the provisions of this Section. If the employee does not comply with the provisions of this Section within this time frame, the Employer agrees to terminate said employee once the Employer has hired and/or trained a suitable replacement for the employee (if a replacement is needed), as determined in the sole discretion of the Employer.

## **2.2 Dues Deduction**

At the beginning of each month, the Employer shall send to the Union a list of all employees in the bargaining unit including: each employee number, employee name; original hire date, most recent hire date, employee status, leave start date, location, union code, union name, region, supervisory organization, department, job profile, compensation rate, schedule of weekly hours, time type, work shift, primary phone number, home address, primary work email, date of birth, membership type, union start date, union seniority date. This information shall be sent in electronic or Excel format to the Worksite Organizer (WSO) and to dues@seiu721.org.

Each pay period, the Union shall provide the employer with an “authorized deduction report” which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts. The employer shall send the Dues Roster Report each pay period.

The Employer shall make the dues and other applicable deductions from the employees’ paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The Employer shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in Excel format to dues@seiu721.org within five (5) business days of each payday.

## **2.3 Committee on Political Education (COPE)**

Employees may make voluntary contributions to the Union’s registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the “authorized deduction report” of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the Employers by the next full pay period cycle.

## **2.4 Indemnification**

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

## **2.5 New Employees**

At the time of employment, a copy of this Agreement shall be given by the Employer to each Employee and specific attention shall be called to the obligation of this Article. The Employer shall also give to each Employee at the time of employment the current Union form authorizing voluntary payroll deduction of regular and customary initiation fees and regular and usual dues or representation fees.

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

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

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

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

~~Section 5. At the time a new employee is employed, the Employer shall give to such employee the current Union form authorizing voluntary payroll deduction of regular and customary initiation fees and regular and usual dues or initiation fees. Within thirty (30) days after the execution of this Agreement, the Employer will provide the Union with a master list of all employees who are subject to the provisions of this Agreement, giving the names, classifications, dates of employment, and rates of pay.~~

~~Unit Membership Lists — On the first workday of every month, the Employer shall transmit to the respective Local Union a list of all bargaining unit employees, including their name, cell phone number, home address, email, shift information, payroll dues deduction status, date of hire, job title/classification, rate of pay, hours worked, date of entry into current job classification, worksite location and DOB to the union via electronic means, to the extent such information is available.~~

**ARTICLE 3**  
**~~CHECK-OFF~~**

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

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

**ARTICLE 4**  
**NON-DISCRIMINATION**     **No Change**

The Employer and the Union agree not to discriminate against any individual with respect to any term or condition of employment nor limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of such individual's race, color, religion, sex, national origin, disability, veterans status, sexual preference or orientation, gender identity, genetic information (consistent with the Genetic Information Nondiscrimination Act (GINA)), age, and any other legally protected group or class. Nothing in this Agreement or the National Addendum shall be interpreted to deny any employee his/her ability to raise statutory discrimination claims through applicable court or administrative proceedings.

**ARTICLE 5**  
**BULLETIN BOARDS No Change**

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

- (a) Notices of Union recreational and social affairs;
- (b) Notices of Union elections, the results thereof, and appointments;
- (c) Notices of Union meetings and minutes and resolutions pertaining thereto;  
and
- (d) Notices pertaining to employee benefits.

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

Section 3. The Employer shall post a Union Shop card on bulletin boards in public areas of centers, sub-centers and in each mobile. The Union shall provide a sufficient number of such cards to the Employer. The Union Shop card shall be no larger than 8 <sup>1/2</sup> x11 in size and state that "This facility is staffed by members of the SEIU Local 721, CTW, CLC."

**ARTICLE 6**  
**PRINTING OF AGREEMENT No Change**

Red Cross shall provide all bargaining unit employees with copies of this Agreement.

**ARTICLE 7**  
**NEW JOB CLASSIFICATIONS No Change**

Section 1. If the Employer establishes a new job classification within the bargaining unit during the term of this Agreement, the Employer shall also establish the rate of pay therefore. The Employer shall notify the Union in writing within seven (7) business days of the establishment of any new job classifications. If the Union is not satisfied with the rate of pay established by the Employer, it shall have the right, within fourteen (14) calendar days after such notice of the new classification, to file a written grievance alleging that the rate of pay for said classification does not bear a fair relationship to the regular straight-time rates of pay for other job classifications covered by this Agreement. Each and all of the provisions of the grievance and arbitration clause of this Agreement shall be applicable to any such grievance; provided, however, if such grievance is submitted to arbitration, the arbitrator shall have the jurisdiction and authority to determine only the issue of whether the rate of pay for such new job classifications established by the Employer bears a fair relationship to the regular straight-time rates of pay for other job classifications covered by this Agreement and, if not, what rate of pay would bear such a fair relationship. In addition, the arbitrator may, in determining the above, take into consideration the regular straight time rates of pay for similar job classifications or jobs with similar duties in major metropolitan areas in California.

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

Section 3. Nothing in the Article shall preclude the Employer from implementing cross-training in accordance with Article 9 of the National Addendum.



**ARTICLE 8**  
**PROBATIONARY PERIOD No Change**

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

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

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

**ARTICLE 9**  
**LEAVES OF ABSENCE**      **No Change**

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

Section 2. Leave Benefits — Except to the extent hereinafter provided, all leaves of absence shall be without pay or other benefits. The Employer will continue to pay its portion of the Health Insurance premiums while the Employee is on FMLA or Workers Compensation as required by law.

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

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

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

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

Section 6. Education Leave

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

6(b) Further Business-Related Education – For employees not on an unpaid leave of absence, work schedules may be adjusted based on the needs of the business to provide flexibility to attend classes, for example general education classes or classes for advancement within the company.

Section 7. Return From Leave— All employees returning from a leave of absence within the maximum periods of duration set forth in this Article concerning personal, Union, education, parenting and family leave, shall be reinstated to their former or substantially equivalent position within two weeks of date of availability to begin work, unless, but for the leave of absence, the employee would have been placed on lay-off status. Advance written notice of date of availability is required. Such notice shall not be required if the date of return was previously agreed upon in writing. All employees returning from a leave of absence within the maximum periods of duration set forth in this Article concerning maternity, medical or industrial leave shall be reinstated to their former or substantially equivalent position unless, but for the leave of absence, the employee would have been placed on lay-off status. Advance written notice of date of availability is required. Such notice shall not be required if the date of return was previously agreed upon in writing. All employees returning from a leave of absence within the maximum periods of duration set forth in this Article concerning maternity, medical or industrial leave shall be reinstated to their former or substantially equivalent position on the release date as designated by the employee's physician, unless, but for the leave of absence, the employee would have been placed on lay-off status. If the former or substantially equivalent position is not available, the employee's leave period will be extended and the employees will be reinstated as openings in their classification occur for a period not to exceed one (1) year. All employees returning from a leave in excess of the leave maximum under the applicable section of this Article may apply for openings when they occur.

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

When an employee uses PTO to cover an unplanned absence, the time will be accurately recorded by management as it is used. If an employee is on FMLA or extended medical leave and has exhausted his/her paid leave, the employee will be required to use all PTO with the exception of forty (40) hours, which shall be reserved.

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

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

Section 8(b). FMLA is tracked consistent with Regional policies until such time as FMLA is administered by a vendor. When the vendor begins administration of FMLA leave in the Region, the 12 month FMLA period will be measured backwards from the date of the first FMLA leave.

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

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

Section 11. Effective July 1, 2004, the Employer will provide up to a six-week Paid Family Leave in a rolling 12 month period as required by California law and as administered by the California Employment Development Department (EDD). This leave will not be paid for by the Employer, but by the State of California as funded by employee contributions. The Employer will require employees taking advantage of this state-funded and state-administered leave to use two weeks of earned, but unused, PTO, in accordance with National Addendum Article 16, Section 4(l), Paid Time Off, as available, while on Paid Family Leave. This type of leave will run concurrently with FMLA leave.

**ARTICLE 10**  
**JURY DUTY    No Change**

After one year of employment an employee called for jury duty shall be excused from work and will receive for days which otherwise would have been worked the difference between regular straight time pay and the amount of jury pay for a total of no more than ten (10) work days. When called for jury duty, the work week will be Monday through Friday. Those employees normally scheduled to work Saturday or Sunday may volunteer to work those days at regular straight time pay. An employee excused from jury duty prior to 10:00 A.M. shall contact the Employer for instructions. Jury duty vouchers shall be submitted to the Employer. Employees will be required to notify their immediate supervisor immediately upon receipt of their jury summons. Failure to notify District Manager or Scheduling Department within four (4) weeks of scheduled jury duty dates may result in forfeiting jury duty pay.

**ARTICLE 11**  
**THE UNION COMMITTEE No Change**

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

The committee shall be comprised of nine (9) Management representatives and nine (9) Union representatives, plus the Local 721 field representative. Only six (6) Union Representatives will be release at any given time during work hours. The additional three (3) Union Representatives shall use PTO or regularly scheduled time off to attend any meeting scheduled during work time. Such meetings can be scheduled during nonworking time without pay but if these meetings are scheduled on work time the Red Cross shall pay up to four (4) employees one hour in wages for any time loss. For other employees on the committee, if the meeting is during the work day, they shall not be paid, but the Red Cross shall attempt to schedule them so as to make up for any lost hours so long as this will not result in overtime pay. Management will be responsible for providing written minutes of discussions held during union/management meetings.



**ARTICLE 12**  
**PROFESSIONAL WORK ENVIRONMENT**

Section 1. The Employer shall provide orientation for new employees concerning the objectives, purposes and organization of the Employer, its blood services, its facilities, its programs, policies and procedures. All newly hired employees shall work under the direct supervision of a Team Supervisor/Manager for a period determined by the Employer. **NO CHANGE**

Section 2. It is the intention of the Employer to provide in-service training to help employees improve their job skills, learn new procedures, and achieve personal and professional growth. The Employer shall determine what training shall be mandatory and what training shall be voluntary. Attendance at voluntary training sessions will not be compensated. Attendance at mandatory training sessions will be considered working time for all purposes, including overtime compensation. Programs or training sessions necessary for maintenance of licensure, if any, shall not be considered mandatory unless so designated by the Employer, but will be discussed, at the request of the Union, through the Union committee meetings. The Employer will use its best efforts to obtain appropriate state certification for programs or training sessions provided by it which can satisfy requirements for maintenance of licensure. **NO CHANGE**

Section 3. In accordance with conditions which may be imposed by the Employer, employees shall have access to the Employer's professional literature. The Employer, at its discretion, may consider suggestions for additional professional literature from its employees. Each employee may be provided the opportunity to attend a seminar sponsored by the Employer; such seminars may be conducted on a weekend day provided it is not a holiday weekend. These seminars are for the purposes of receiving information, training and updates on all relevant topics, including but not limited to, current status of the California Blood Supply, Red Cross Safety and Health Issues, latest data and recommendations for the Center of Disease Control and Prevention, OSHA guidelines and recommendations and reports on the effectiveness of the American Red Cross in fulfilling its mission for the previous year. The topics to be covered by the seminar will be discussed at the request of the Union through the Union/Management committee meetings. The days spent at seminars shall be considered work time and compensated accordingly. The Employer may conduct one or more such seminars each year and the specific date on which each employee will attend will be selected by the Employer. **NO CHANGE**

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



Region. **NO CHANGE**

Section 5. The Employer, to the extent practicable, will arrange schedules so that nurses can attend courses which have been certified for credit towards maintenance of licensure. If a nurse gives the Employer three (3) weeks of notice that the nurse has signed up for such a course on a day when the nurse is not regularly scheduled to work, the nurse will not be required to work mandatory overtime on such day. If a nurse gives the Employer three (3) weeks of notice that the nurse has signed up for such a course on a day when the nurse is regularly scheduled to work, the Employer, to the extent practicable, will schedule the work on assignments for which regularly scheduled hours will not interfere with attendance at said course. At the Employer's discretion, proof of attendance at the course may be required.

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

It is incumbent on the employee to inform the Employer as soon as possible if preferred scheduling is no longer necessary because the employee has withdrawn from courses. The Employer retains the ability to make determinations in each individual case as to whether to grant preferred scheduling. The Employer will not withhold preferred scheduling based on arbitrary or discriminatory reasons, but it is understood that Region business needs will be primary. **NO CHANGE**

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

designated representative. Employees shall not be subject to discipline for refusing to continue working, or for refusing to report to a work site, if the employee has a good faith belief that his/her health and safety might be in jeopardy.

[See also National Addendum Article 18, Safety and Health.](#)

Section 7. If a Collections Technician feels that a venipuncture should not be made, he/she shall consult the Charge staff or team supervisor. If the Charge staff or team supervisor determines that a venipuncture should be done, the Charge staff or team supervisor will do the venipuncture. Team supervisors or Charge staff in the absence of the team supervisor, shall not do or direct venipuncture in violation of the Employer's blood program directives. If the Collections Technician's reason for feeling that a venipuncture should not be made is based on the physical condition of the donor, and if the team supervisor proceeds, upon request from the Collections Technician, the Charge staff or team supervisor will remain with the donor until the donor leaves the phlebotomy area.

**NO CHANGE**

Section 8. The Employer, to the extent practicable, will request donor organizations to locate mobile sites on the ground floor. The parties recognize that there may be occasions where this will not be practical. **NO CHANGE**

Section 9. A procedure manual and/or E-Binder shall be available at all mobiles, and at centers and sub-centers for each department to be available for all bargaining unit employees. The Employer shall use its best efforts to keep such procedure manuals up to date on a continuing basis. **NO CHANGE**

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

Section 11. All employees assigned to mobiles which are scheduled to return to centers or sub-centers after dark shall be entitled to a parking place, to the extent spaces are available in the staff parking lot. If spaces are not available, such employee shall contact the transportation supervisor, who shall use his/her best effort to provide a parking place.

**NO CHANGE**

Section 12. No employee shall be required to operate an unsafe vehicle. Red Cross vehicles shall be maintained in running condition, including safe tires and normal maintenance such as battery and oil checks. **NO CHANGE**

Section 13. Each mobile shall be supplied with a sealed emergency box on site containing one battery operated lantern, one manual/battery operated radio, and one first-aid kit, to be utilized only in cases of emergency. The Employer shall demonstrate the use of equipment referenced herein to all new employees during orientation and to all existing

employees once each year. **NO CHANGE**

Section 14. One blood pressure cuff and one set of tools shall be provided per bed. Blood pressure cuffs shall be inspected for quality control and cleaned once per month. **NO CHANGE**

Section 15. When a staff is assigned outside his/her base center zone in circumstances where he/she will be traveling to or from such assignment in the dark, the Employer will, to the extent practicable, attempt to arrange that such staff will be accompanied on a carpool basis by another staff from that same base center; provided, however, that no obligation attaches to the Employer should other available staff be unwilling to carpool; provided, further, that in no event will another staff be so assigned if inconsistent with staffing needs as determined by the Employer. **NO CHANGE**

Section 16. The Employer will, upon employee request and at the Employer's expense, supply hepatitis B and Titre vaccine to members of its staff. **NO CHANGE**

Section 17. At the employee's request, and upon a determination of need, the Employer shall provide appropriately sized hypo-allergenic gloves. **NO CHANGE**

Section 18. The Employer will comply with applicable State and Federal laws and regulations relating to Occupational Safety and Health. **NO CHANGE**

Section 19. Fans will be available for sites that are not air-conditioned. ~~It is recognized that not all facilities may~~ The Employer shall use its best efforts to be able to accommodate the electrical requirements needed to operate the fans. **TA**

Section 20. The Employer shall use its best efforts to provide a smoke-free working environment. Staff involved in recruiting donor groups shall attempt to secure a smoke-free area for blood drives. It is recognized that as guests of the facility owner or tenant, the Employer cannot enforce this provision. The Employer will continue to provide a smoke-free working environment in all its centers and subcenters. **NO CHANGE**

Section 21. It will be the practice of the Region to train staff in the operation of newly introduced operational equipment prior to introduction at the worksite. **NO CHANGE**

**ARTICLE 32**  
**GROUP INSURANCE *(Plug in NA TA)***

Section 1. Bargaining unit employees with one (1) year or more of service will be provided coverage for the duration of this contract through the “Full Coverage” Team Care Plan (“Team Care”), which includes dental, vision, life, short term disability, medical and prescription drug benefits.

Prior to January 1, 2020, bargaining unit employees with less than one (1) year of service will be provided coverage through the “Medical Only” plan. On January 1, 2020, all bargaining unit employees enrolled in the Medical Only plan shall be enrolled in the Full Coverage plan, and the Medical Only plan will be eliminated. The rates for 2019 and a further description of the plan and rates are referenced in Appendix C in the National Addendum. Additionally, the following benefit adjustments shall be made on January 1, 2019 (unless otherwise noted):

- A. The Basic Life Insurance benefit and Accidental Death and Dismemberment benefit for bargaining unit employees shall be increased to \$40,000.
- B. Red Cross shall provide bargaining unit employees with the option to supplement their life insurance by electing up to five (5) times their annual base pay, subject to carrier underwriting rules.
- C. Red Cross shall provide bargaining unit employees with the option to purchase a Long Term Disability benefit.

Section 2. For the January 2019 calendar year rates for Team Care, the Red Cross will pay 100% of any annual premium increase from the 2018 rates. This shall not exceed three percent (3%), plus the additional costs associated with the new life and short term disability benefits.

The Employer and Employee premium cost share shall remain unchanged at the 2019 percentages for each tier of coverage for the duration of this contract. Any subsequent annual premium increases will be assigned per the 2019 percentages.

The Parties agree that the annual premium increases shall not exceed 3% in 2019 (plus the additional costs associated with the new life and short term disability benefits); 4% in 2020; and 6% in 2021.

Section 3. Both full-time and part-time employee’s may opt out of health care coverage (at time of hire, annual enrollment or due to a qualifying event), providing they show proof of alternate coverage and are in compliance with current or future requirements under the ACA or comparable laws. Additionally, the following provision will apply:

- A. Red Cross shall not be required to make a contribution on behalf of any employees, who do not enroll in coverage.

Section 4. Employees currently with a Healthcare Spending Account (HSA) may maintain their current funds and such funds will remain available for their use until they are exhausted. The Red Cross does not administer or have any responsibility for these accounts.

Section 5. New hires are eligible to enroll in the program eight (8) weeks after their date of hire. No Employer or Employee premium payments shall be required during the eight (8) week eligibility period.

Section 6. Consistent with Article 5, Section 3 of the National Addendum, all current and new regular part-time employees will have the option of enrolling in health coverage with Team Care for the life of this Agreement. The Red Cross will only be required to make its contributions for those employees who actually enroll.

## **ARTICLE 13 SCHEDULING/STAFFING**

Section 1. Duty schedules shall be posted as far in advance of the assignments contained therein as is practicable, which shall normally be three (3) weeks in advance. The parties recognize that frequent changes in scheduling may be necessary. The Employer shall use its best efforts to give forty-eight (48) or more hours' notice of a change in schedule. However, the parties recognize that there will be occasions when shorter notice will be given. Changes in an employee's work schedule/assignment will be available via the Employee App and communicated electronically. Whenever possible, Employees shall be notified by phone at their scheduled work station by their immediate supervisor for any changes that occur within 24 hours.

### Section 2. Initial Build of the Schedule Up to the Day of Drive

- a) For Mobile employees, the Employer shall take into account the proximity of the employee's home to the mobile site, during the initial build of the schedule and up to the day of the drive. ~~but~~ Both parties recognize that home location cannot be the sole or most important criteria in scheduling. Other criteria to be considered includes, but is not limited to, qualification, turn-around time between assignments, sponsor requests, security requirements, etc. The schedule will list the location and time and as the system permits, any special requests related to scheduling or staffing requirements.
- b) For Fixed Site schedules, the staff will be assigned in order of seniority within a designated Fixed Site, considering qualifications needed for the day. If during the build or anytime up to the start of the drive, there is a vacancy at a Fixed Site, the vacancy will be filled using extra staff from a nearby center, if possible, selection done by inverse seniority and qualification. Once all of the vacancies have been filled, any remaining extra staff will be placed on Sick Call Replacement based on inverse seniority, so long as the same person is not assigned to be on Sick Call Replacement more than two times in one week. All Apheresis staff, including the varied schedules, will be required to work at least one Saturday or Sunday per week, unless there is an approved discretionary scheduling accommodation, not to exceed sixty (60) days; an approved State or Federal protected accommodation; or approved PTO.

### Section 3. Day of Drive

Once the drive has started and staff are on site (Mobile or Fixed Site), for any scheduling need or change, including, but not limited to, projection dropping, cancellations, over or understaffing, staff at the site, shall be given the choice of reassignment based on seniority where there is an opening as long as the staff is balanced by qualification and skill. If no senior staff chooses to be reassigned, then assignment shall be based on inverse seniority where there is an opening as long as the staff is balanced by qualification and skill.

~~Section 2. For any scheduling need or change, including, but not limited to, projection dropping, cancellations, over or understaffing, staff at the drive or site on the day of, shall be reassigned by choice of reassignment and using seniority where there is an opening as long as the staff is balanced by qualification and skill.~~

~~Section 3. The Employer shall take into account the proximity of the employee's home to the mobile site in scheduling, but both parties recognize that home location cannot be the sole or most important criteria in scheduling. The schedule will list the location and time.~~

Section 4. The parties recognize that the primary purpose of the blood program is to collect the maximum obtainable amount of blood. Donors shall not unreasonably be turned away from blood banks. Under no circumstances shall an eligible donor who physically appears at a mobile blood bank location at or within five (5) minutes after the posted donor closing time be turned away without approval by the team supervisor or other management personnel. This section will operate in accordance with the National Addendum Article 10, [Staff Scheduling](#), Section 5, C & D.

Section 5. The current individuals who are head nurses shall remain head nurses but the American Red Cross has no contractual obligation to replace the position if he or she retires, resigns, is terminated or is promoted.

Section 6. Each fixed site shall be supervised by a Team Supervisor/Manager or in the absence of a Team Supervisor/Manager, the Employer may designate a RN, LVN or Tech Charge in that order by seniority within the classification at their permanent fixed site. Each mobile site shall be supervised by a Team Supervisor/Manager or in the absence of a Team Supervisor/Manager, the Employer may designate a RN, LVN or Tech Charge (in that order) by seniority within the classification within their District to be in charge. To fill a fixed site Charge vacancy, the Charge-eligible person who is closest in proximity to the vacancy will be assigned. The person assigned these duties shall be paid a two dollars and fifty cents (\$2.50) per hour premium for that day, per the National Addendum Appendix B. No employee shall be so assigned to be in charge until he/she has received training as a charge person.

Section 7. At a collection site, no collections staff person, Mobile or Fixed Site, shall be left alone to process donors without the presence of another collections staff.

Section 8. The parties recognize that the safety and comfort of the donor, while protecting the interests of the employee, are important considerations to assure continued growth of the Red Cross.

Section 9. When a team supervisor and a RN are working at the same site, the RN can be assigned staff duties.

Section 10. The employer may allow assignment trades, and has the authority to restrict

the number of trades. Consistent with operational and financial needs the Red Cross shall not unreasonably withhold approval.

Section 11. Sick call will be based on a rotation basis for both mobile and fixed site staff and not by seniority.

Section 12. Apheresis Core Holiday Staffing: The employer shall notify staff of all available holiday shifts by creating a holiday shift list one month prior to the holiday. Employees can volunteer for the posted shifts. If there are not enough volunteers, shifts will be assigned by inverse seniority and qualification. See also Article 26, Hours of Work and Overtime in this Agreement.



**ARTICLE 14**  
**PERFORMANCE EVALUATION** No Change

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

**ARTICLE 15**  
**SENIORITY AND LAYOFF**

Section 1. Seniority is defined as the length of unbroken service since the most recent date of hire or rehire into a classification covered by this Agreement. The two departments are Mobile Collections and Fixed Site Collections.

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

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

During the first six months in a new classification in the event of a layoff, the employee's bargaining unit seniority shall not be a factor in determining lay-off in that classification. In the event of a layoff the Employer may decide how many employees are to be reduced in each classification.

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

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

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

Section 5. Any employee wishing to change their job classification may so apply in writing. Any such employee will receive fair and impartial consideration for such position before

such position is filled from outside the contract unit.

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

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

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

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

Section 9. When an Employee transfers from one Department to another as a result of the employee's request or a transfer from Mobile Collections to Fixed Site Collections he/she shall be placed in the pay step that would be closest in wages to the wages in their former position.

Section 10. If the Red Cross has advance knowledge that a lay-off is needed, it shall give notice to the Union and shall meet and confer [within ten \(10\) business days of the notice](#) regarding the effect of the lay-off and to discuss if there are any alternatives to the lay-off. TA

Section 11. The Employer shall grant written requests for transfer where there are openings based on bargaining unit seniority where skill and ability are relatively equal.

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

**ARTICLE 16**  
**DISCIPLINE AND DISCHARGE** No Change

Section 1. Employees may be disciplined or discharged only for just cause. The purpose of discipline is meant to be corrective and not punitive. This does not preclude the employer from using progressive discipline.

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

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

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

**ARTICLE 17**  
**NO STRIKES—NO LOCKOUTS** No Change

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

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

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

## **ARTICLE 18 GRIEVANCE AND ARBITRATION**

Section 1. A local grievance is hereby defined as a claim against, or dispute with, the Employer by an employee, employees or the Union involving the interpretation or application of the terms of this Agreement or any written discipline including but not limited to progressive discipline, suspensions and terminations.

Grievances arising under the National Addendum are resolved as provided for under National Grievance and Arbitration Procedure Article.

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

Step 1: The grievance shall be presented in writing to [their Manager](#) ~~the appropriate Director of Collections or appropriate Director of Collection's~~ designated representative for discussion and resolution within twenty-one (21) calendar days after the occurrence of the event or facts upon which the grievance is based or shall be waived for all purposes. [The Manger shall respond in writing within ten \(10\) calendar days.](#)

Step 2: If no settlement is reached at Step 1, a meeting shall be held between the appropriate [Regional Donor Services Executive \(RDSE\), Fixed Site Director](#), ~~Director of Collections~~ or his or her designated representative and the employee who shall be accompanied by the Union representative. The meeting shall take place within fifteen (15) calendar days of the filing of the grievance. The [Regional Donor Services Executive \(RDSE\), Fixed Site Director](#) ~~Director of Collections~~ or the appropriate designated representative will provide a written response to the employee's written grievance within 10 calendar days of the meeting.

Step 3: If no settlement is reached at Step 2, a Request for Arbitration shall be submitted to the non-grieving party within thirty (30) calendar days of the written response.

Section 3. In reducing a grievance to writing as herein before provided, the following information shall be stated: the nature of the grievance, the act or acts complained of and when they occurred, the identity of the grievant or grievants, the specific section or provision of this Agreement that the grievant or grievants claim the Employer has violated, and the remedy sought.

Section 4. Any grievance not presented in writing and appealed in writing within the time limits herein before provided shall be waived for all purposes.

Section 5. The time limits herein may be extended by written agreement. Grievances shall not be unreasonably rejected based on timeliness.

Section 6. The party wishing to pursue arbitration shall request a local panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) calendar days after receipt of the arbitration list, the parties shall select the arbitrator by

alternately striking names from the list, with the party requesting the list striking first. The Arbitrator selected must be able to hear the case within 90 days of his/her selection.

Section 7. The arbitrator shall not have jurisdiction or authority to modify, add to, subtract from, change or amend in any way any term or condition of this Agreement or to render an award which is in conflict with any of the provisions of this Agreement. The arbitrator shall render a written, final and binding decision within sixty (60) calendar days of his/her receipt of briefs from the parties. In the event written briefs are not submitted, the arbitrator will render a written, final and binding decision within thirty (30) days of the last day of hearing.

Section 8. The fees and expenses of the arbitrator and the cost of the reporter's transcript, if either party requests same, shall be borne by the party whose principal contention is not sustained by the arbitrator's decision. If there is a dispute as to which party's principal contention is not sustained, the arbitrator shall resolve such dispute.



**ARTICLE 19**  
**UNION REPRESENTATIVES- STEWARDS**

Section 1. The Union shall appoint not more than nine (9) employees to be Union Stewards ~~representatives~~. Immediately upon the selection of such Stewards ~~representatives~~, the Union shall notify the Employer in writing as to their identity and as to the identity of the alternate, if any, who shall serve only in the absence of the designated Union Stewards ~~representative~~. The Employer shall not be required to recognize any other employee Stewards ~~representative~~ of employees or the Union in the adjustment of grievances.

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

**ARTICLE 20**  
**ACCESS TO FACILITIES NO CHANGE**

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

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

**ARTICLE 21**  
**CONFORMITY TO LAW — SAVING CLAUSE No Change**

Section 1. Separability: The Parties agree that if a court of competent jurisdiction or applicable Local, State, or Federal laws compel the invalidation or modification of any provision of this Agreement, such provision shall be deemed inoperative, if found invalid, or modified to the extent required by law or a court of competent jurisdiction. With respect to a part of this Agreement being declared invalid, it is the express intent of the parties that all of the provisions of the Agreement that are not declared invalid shall remain in full force and effect.

Section 2. In the event that any Article or Section is held invalid or enforcement or compliance with which has been restrained as above set forth, the parties affected thereby shall meet and confer regarding the affected provisions. If the parties are unable to arrive at mutually agreeable substitute language, then the matter shall be referred to a neutral arbitrator pursuant to Article 18, Grievance and Arbitration, who shall resolve the dispute.

**ARTICLE 22**  
**MANAGEMENT RIGHTS**

All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer except to the extent specifically surrendered by the express provisions of this Agreement and the National Addendum. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to, the right to establish and administer policies, procedures and standards related to donor care and the collection of blood; to direct and schedule the work force; to hire, promote, demote, transfer and lay off employees; to reprimand, suspend, discharge and otherwise discipline employees for just cause; to determine the number of employees and the duties to be performed; to maintain efficiency; to establish, expand, reduce, alter, consolidate or abolish any job classification, operation or service; to determine staffing requirements; to control and regulate the use of facilities, supplies, equipment and other property; to determine the number, location and operation of collection points; to make transportation arrangements to collection points; to determine the qualifications required and size and composition of the work force; to discontinue, reorganize or combine any operation despite any consequent reduction or other change in the work force; to introduce new or improved methods of operations regardless of whether or not the same cause a reduction in the work force; to establish and change reasonable rules, regulations, policies and practices; to determine the extent to which the work required in the blood program shall be performed by employees covered by this Agreement; to determine the number of supervisors and other jobs or positions outside of the bargaining unit covered by this Agreement, and the right to determine the means of selection, transfer and promotion of employees to said positions and jobs; to determine professional standards; to schedule hours of operation and work; to determine the scope of the Employer's activities and the location of such activities; and to determine the materials and equipment to be utilized.

**ARTICLE 23**  
**SOLE AND ENTIRE AGREEMENT**

Section 1. This Agreement concludes all collective bargaining between the parties hereto, during the term hereof and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements and understandings, oral or written, express or implied, or practices, between the Employer, the Union and the Employer's employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, including any subject or matter which under this Agreement is within the right of management to decide, even though such subjects or matters may not have been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement. The Union does not waive its rights under any applicable law or regulation, including but not limited, to the Union's right to negotiate the impacts of such management decisions.

**ARTICLE 24**  
**WAIVER NO CHANGE**

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

**ARTICLE 25**  
**PROFESSIONAL LIABILITY INSURANCE NO CHANGE**

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

**ARTICLE 27**  
**PAID TIME OFF No Change**

Section 1. Planned time off under the PTO policy shall be requested at least twenty-four (24) hours in advance. Staff who have pre-approved PTO must notify the scheduling department 21 days in advance if they wish to reverse their request for time off. Management will accept the return of said days.

Section 2. Conflicts in requested PTO shall be resolved by seniority within a particular job classification. The quarterly PTO schedule will be posted by the employer the first week of March, June, September, and December to allow for at least 21 days notice for Employees to reserve any requested PTO. All employees shall have the opportunity to select their PTO on the basis of their seniority. During the posting period, a partial week requested shall be superseded by a full week. The Employer will provide a quarterly posting of the standby list. Position on the standby list should be first come, first served. If two employees sign up on the same day, seniority shall be used as a determining factor. Bids for overtime work will not be accepted or permitted for employees who have scheduled PTO during that week.

PTO shall be scheduled on a quarterly basis with the Employee submitting the request for PTO two (2) months prior to the quarter. If the PTO request for time off is forty hours or more then the request for time off can be submitted beginning October 15 of the prior year.

Section 3. At the time of separation from the Southern California Region of the American Red Cross Blood Services, employees shall receive pay for all banked and accrued days of PTO at the employee's current straight-time hourly rate of pay.

Section 4. Employees who call in sick or who call in for unscheduled absences are required to use current PTO. However, for illnesses of three days or more, employees may use banked sick leave, if available. If an employee has used all available PTO and all banked leave, then the absence will be considered "Leave Without Pay." Employees who are out on work-related injuries must contact the Southern California Region's Loss Control.

Section 5. PTO pay shall be at the employee's regular straight-time hourly rate of pay at the time PTO is used. PTO will be integrated with any disability or workers' compensation benefits received by the employee, with the intention that the total of all payments will equal full pay at the employee's current straight-time hourly rate of pay.

Section 6. Any fraudulent use of PTO will result in loss of PTO pay claimed and be sufficient cause for immediate termination.

Section 7. When an employee must be absent from work unexpectedly the employee is required to call his/her scheduling by 7:00 A.M. or at least one hour before clock in time, whichever is earliest.



Section 8. *(Current Language)* If an employee is absent from work due to unexpected illness or injury (which is not covered by FMLA) and has PTO available, the absence will not be counted as an event per Southern California Region attendance policies so long as a note from a licensed Health Care Provider stating the necessity for said absence is submitted to Collection's Administration within 3 days of the employee's return to work. If the employee has no PTO available, the absence will be counted as an event regardless of a note from a licensed Health Care Provider.

**ARTICLE 28**  
**FUNERAL LEAVE No Change**

In the event of a death in the employee's immediate family the employee shall receive three (3) working days off with pay in order to attend the funeral; provided, however, if travel of 400 miles one way is required, at the discretion of the Employer, forty (40) hours may be authorized. For purposes of this Article, immediate family is defined as spouse or domestic/civil-union partner, mother, father or person who has served as the employee's parent, sibling, mother-in-law, father-in-law, child (including foster child, legal ward, child of the employee's spouse or domestic/civil-union partner, children for whom the employee is legal guardian), brother or sister, son-in-law or daughter-in-law, grandchild and grandparents and parent, grandparent, sibling or grandchild of the employee's spouse or domestic/civil-union partner. Proof of relationship to the deceased and attendance at the funeral satisfactory to the Employer may be required.

Compensation for bereavement leave will be made at the employee's regular rate of pay. It does not include overtime or any special forms of compensation such as incentives, commissions, shift differentials or bonuses.

**ARTICLE 29**  
**PENSION No Change**

Pension Plan—Retirement System of the American National Red Cross

The Red Cross Retirement System is a defined-benefit pension plan, funded in total by the Red Cross. Eligible Red Cross employees who were hired before July 1, 2005 at a participating Red Cross unit, regardless of their employment category, were enrolled in the Retirement System upon completion of a one- year waiting period. Eligible employees hired on or after July 1, 2005 who also received pay for at least 1,000 hours in a twelve month period were enrolled in the plan. Employees hired after June 30, 2009 are not eligible to enroll in the Retirement System.

To receive a pension benefit, an employee must meet the eligibility requirements and be vested. A member is 100% vested in the normal retirement pension benefit plan upon completion of five years of vesting service.

As of December 31, 2012, the Retirement System was “frozen.” Additional pension benefits of participating employees stopped accruing as of December 31, 2012. Participating employees keep all benefits earned, provided they are vested or will have vested in the Retirement System as of the date they leave Red Cross employment; however, they have not and will not earn additional benefits after December 31, 2012.

For more information on the Retirement System, refer to the Summary Plan Description (SPD) located on The Exchange.

**ARTICLE 31 No Change**  
**EMPLOYMENT CATEGORIES**

See National Addendum Article 5, Section 2.

**ARTICLE 33**  
**401K SAVINGS PLAN**

Section 1. All employees shall be eligible for participation in the American Red Cross Savings Plan 401(k). [See also National Addendum, Article 21, Retirement Plan.](#)

Section 2.

- A. The Red Cross has determined that the Annual Red Cross Contribution (“ARCC”) and the Points-Based Employee Contribution (“PBEC”) shall be eliminated effective July 1, 2015. Eligible employees who retire or whose employment terminated on or after July 1, 2015 shall have only those benefits derived from the ARCC and the PBEC that have accrued as of June 30, 2015 based on the terms of the American Red Cross Savings Plan. Those amounts that are earned prior to July 1, 2015, will be maintained.
  
- B. The Red Cross will continue to administer the other terms of the Savings Plan in accordance with the terms of that Plan for eligible employees, including a matching contribution up to 4% of the employee’s salary.

Section 3. The Union Coalition and the Red Cross have established a joint committee to identify and discuss future retirement plan options, including but not limited to a 401(k) auto enroll options, that the parties may consider in the future. The joint committee shall also consider healthcare and other related benefits.

**ARTICLE 35**  
**JOB DESCRIPTIONS No Change**

Job descriptions and changes therein which the Employer may make for all classifications will be submitted to the Union. Each employee at the time of hire will receive a copy of the job description, or additionally at the employee's request. These job descriptions shall have no contractual significance to such employees.

**ARTICLE 36**  
**PERFORMANCE OF WORK BY TEAM SUPERVISORS**

Bargaining unit work, as defined in Local Agreements will normally be performed by members of the bargaining unit, except that such work may be performed by supervisors when:

- A. Required for the training, retraining or coaching of bargaining unit employees;
- B. To provide bargaining unit personnel their breaks and lunches;
- C. As necessary for supervisors to remain current with regulatory requirements;
- D. To ensure proper donor customer service and maintain an orderly flow or production; or
- E. Due to unforeseen circumstances, donor surges, or in cases of emergency.
- F. If there is a belief that the spirit of this section is being violated, this issue can be elevated through local and/or nationally established resolution processes. (From NA TA)

**ARTICLE 37**  
**MISCELLANEOUS PROVISIONS**

Section 1. [Automobile Reimbursement](#):

a. Employees required by the Employer to use their personal automobile on official Red Cross business will be reimbursed at the current IRS rate. No employee shall use his or her car for such Red Cross business unless, at the employee's own expense the employee has minimum insurance coverage of \$10,000 property damage and \$50,000–\$100,000 of public liability and a valid California driver's license.

~~Section 2.~~ b. Red Cross Vehicles: See National Addendum Article 9, Section 5.

Section 3. [Personal Expenses](#): Personal expenses incurred in the performance of official duty shall be reimbursed if authorized by the appropriate Director of Collections or the appropriate Director of Collection's designated representative upon receipt of a signed itemized voucher and receipts submitted at the end of the month at which the expenses have been incurred or after return from travel, whichever is the latter.

Section 4. [Health Examinations](#): If an employee or applicant is requested by the Employer before, during or after employment to have a health examination, Employer shall designate the doctor and shall pay the full cost of said health examination.

Section 5. [Part-time to Full-time](#): If a regular part-time employee informs the Employer in writing of said employee's desire to work full-time in the same department said employee currently works, and in the judgment of the Employer said part-time employee is qualified, said part-time employee shall be offered the next available full-time opening in that department.

Section 6. [CPR Certifications Reimbursement](#): CPR certificate is a condition of employment for licensed staff. The employer will reimburse the Employee up to \$35.00 of the cost of a Cardio Pulmonary Resuscitation (CPR) class upon submission of receipt.

Section 7. [Parking](#): The Employer shall attempt to make prior arrangements for free parking for employees whenever possible. Employees shall be reimbursed for parking costs unavoidably incurred. If the employee reimburses a donor who requests parking reimbursement, he/she will be reimbursed by the Employer. Employees will be reimbursed at the rate stated in the blood mobile information sheet for the particular work site. The employee must provide a receipt and an expense report to receive reimbursement.



**ARTICLE 38**  
**SEVERANCE NO CHANGE**

There is no national severance benefit agreement between the parties. Severance benefits shall be negotiated on a local basis. Where employees who are involuntarily terminated due to a reduction in force and the local contract does not have a severance provision, the parties shall meet and negotiate in good faith regarding severance eligibility and benefits.

**ARTICLE 39**  
**TERM OF AGREEMENT**

This Agreement shall remain in full force and effect from the first day of ~~October 1, 2018~~ to and including December 31, 2024 ~~the thirtieth of September 2021~~ and automatically renew itself from year to year thereafter unless either party serves notice on the other in writing at least ninety (90) days prior to December 31, 2024 ~~the thirtieth of September 2021~~, or any subsequent anniversary date of its desire to amend or terminate this Agreement.

## **New Article NEW EMPLOYEE ORIENTATION**

The employer shall provide the **Union Staff/Worksite Organizer (WSO)** and the Stewards as much notice as possible of the next New Employee Orientation. If the notification process becomes an issue for either party, the Union and Employer agree to discuss the topic in the next Joint Labor Management (JLM) meeting.

Representatives of Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance by the new hires is mandatory. No representative of management shall be present during the Union's presentation. Release time shall be granted for stewards to participate in the new employee orientations. "New hires" shall be defined to include any employee new to SEIU 721, including, but not limited to, through accretion or promotion/demotion.

The Employer shall provide the current Union membership card and the contact information of the Union Representative to all new hires.