

COLLECTIVE BARGAINING AGREEMENT

Between

**AMERICAN RED CROSS BLOOD SERVICES,
GREATER ALLEGHENIES REGION**

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

October 10, 2011 through October 10, 2014

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. - RECOGNITION	
ARTICLE 2. - UNION/MANAGEMENT COOPERATION	
ARTICLE 3. - MANAGEMENT RIGHTS	
ARTICLE 4. - UNION SECURITY & DUES CHECKOFF	
ARTICLE 5. - UNION ACTIVITY.....	
ARTICLE 6. - INTERPRETATION	
ARTICLE 7. - DISCRIMINATION	
ARTICLE 8. - NO STRIKE – NO LOCKOUT.....	
ARTICLE 9. - GRIEVANCE PROCEDURE AND ARBITRATION.....	
ARTICLE 10. - DISCIPLINE AND DISCHARGE	
ARTICLE 11. - PROVISIONAL EMPLOYEES	
ARTICLE 12. - SENIORITY	
ARTICLE 13. - JOB POSTING AND BIDDING.....	
ARTICLE 14. - LAYOFFS AND RECALLS	
ARTICLE 15. - SAFETY AND HEALTH.....	
ARTICLE 16. - SCHEDULING AND CALL OUT	
ARTICLE 17. - HOURS AND OVERTIME	
ARTICLE 18. - LEAVE OF ABSENCE.....	
ARTICLE 19. - HOLIDAYS.....	
ARTICLE 20. - EARNED TIME OFF	
ARTICLE 21. - BEREAVEMENT LEAVE	
ARTICLE 22. - JURY DUTY LEAVE	
ARTICLE 23. - MILEAGE REIMBURSEMENT AND TRAVEL TIME.....	

ARTICLE 24. - HEALTH BENEFITS.....

ARTICLE 25. - EMPLOYEE ASSISTANCE PROGRAM.....

ARTICLE 26. - WORKERS' COMPENSATION.....

ARTICLE 27. - TUITION ASSISTANCE.....

ARTICLE 28. - UNIFORMS, LICENSES AND TRAINING.....

ARTICLE 29. - RETIREMENT AND SAVINGS PLAN.....

ARTICLE 30. - SEVERANCE.....

ARTICLE 31. - RESTRICTED DUTY.....

ARTICLE 32. - CONTRACTING.....

ARTICLE 33. - WAGES.....

ARTICLE 34. - TERMINATION OF AGREEMENT.....

THIS AGREEMENT, entered into this *10th day of October, 2011*, is between the American Red Cross Blood Services, Greater Alleghenies Region (hereinafter referred to as the “Employer” or the “Region”) and the Communications Workers of America, AFL-CIO (hereinafter referred to as the “Union”). The term of this Agreement shall be three years beginning at 12:01 a.m. on *October 10, 2011* and continuing until midnight on *October 10, 2014*.

ARTICLE 1. - RECOGNITION

Section 1.1 Pursuant to the certification of the National Labor Relations Board in Case No. 6-RC-11347, the Employer, acknowledged therein to be a health care provider under the Act, recognizes the Union as the sole collective bargaining agent regarding wages, hours and other conditions of employment for the following classifications of employees, employed by the Region at Johnstown, Pennsylvania; Beaver, Pennsylvania; Wheeling, West Virginia; Morgantown, West Virginia; and Winchester, Virginia and also including regionalized staff which are not assigned to a specific location:

INCLUDED:

All full-time, part-time and per diem non-professional employees including the Collection Specialists II, Collection Specialist II-AC, Collection Specialist II-LPN, Collection Specialist II-LPN-AC, Collection Specialists I, Collection Specialist I-SCU, Phlebotomists and Phlebotomists AC, employed in the Blood Collection Department.

EXCLUDED:

The Collection Scheduling Assistant, the Collection Schedule Specialist, Collection Supervisors, the Assistant Directors of Collections, the Director of Collections, the IAR Operators, Special Collections Assistants, Special Collections Coordinator, Operation Leaders, Collection Specialists II-Apheresis, Collection Specialists III-Apheresis, Collections

Support Specialist III, eBDR Coordinator, eBDR Assistant, Administrative Assistants, Automated/Autologous Collection Supervisor and Senior Director, Donor Services employed in the Blood Collection Department; the Donor Data Management employees; the General Administration employees; the General Services Department employees including Information Services employees; the Human Resources Department employees; the PI/PR Department employees; the Quality Department employees; the Education/Document Control Department employees; the Product Management Department employees including Hospital Services; the Donor Resources Department employees; the Technical Services Department employees; Temporary employees; Office Clerical employees and Guards; Professional employees and Supervisors as defined in the Act.

Section 1.2 For purposes of reference in this Agreement, the job titles referred to above shall now be consolidated under the following job titles to reflect the following:

- A. CSII, CSII-AC, CSII-LPN and CSII-LPN-AC will now be classified to as CSI;*
- B. CSI and CSI-SCU will now be classified to as MUA;*
- C. Phlebotomists will now be classified to as CTII;*
- D. Phlebotomists-AC will now be classified to as CTIII;*
- E. Add new entry level position of CT I.*

ARTICLE 2. - UNION/MANAGEMENT COOPERATION

Section 2.1 The Union and Employer agree to use all proper methods to secure the fullest cooperation of the employees, the Union and the Employer in attaining their adherence to and faithful performance of the provisions of this Agreement and the provision of the highest standards of donor/patient care and service to the Community.

Section 2.2 The Union agrees to cooperate with the Red Cross in maintaining and improving safe working conditions and practices and in caring for equipment and machinery.

Section 2.3 The parties acknowledge that in the event of a blood emergency (Regional blood inventory levels have declined to below a two day supply), it may be necessary for management to call out, schedule and/or assign employees in a manner contrary to the express provisions of this contract. In such instances employees will fully cooperate with the Employer's attempts to address the blood emergency and will be entitled appropriate overtime or premium pay as required herein.

ARTICLE 3. - MANAGEMENT RIGHTS

Section 3.1 Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Region, including, but not limited to the rights:

- to reprimand, suspend, discharge, or otherwise discipline employees for just cause;
- to determine the number of employees to be employed;
- to utilize 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;
- to promote, demote, transfer, layoff and recall to work employees;
- to set the standards of productivity, the services to be rendered;
- to determine an employee's ability to perform assigned work in a satisfactory manner without the benefit of training;
- to determine the form of compensation for employees;

- to maintain the efficiency of operations; to determine the personnel, methods, procedures, means and facilities by which operations are conducted;
- to set the starting and quitting time, the number of hours and shifts to be worked and the workweek;
- to require, schedule and assign overtime work;
- to establish and change work schedules and assignments;
- to use independent contractors to perform work or services;
- to temporarily assign employees to perform work which they do not regularly perform;
- to subcontract, contract out, close down, or relocate the 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 employee policies and work rules, regulations and practices; and
- to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Region and to direct the Region's employees.

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

Section 3.2 No rules, customs, past practices or agreements, other than those expressly contained herein, shall limit or restrict the Region's right to determine the staffing requirements for work to be performed within the scope of this Agreement or the exercise of any other management right. No rules, customs or past practices which limit or restrict productivity, efficiency, the individual and/or joint working efforts of employees, the amount of work which an employee may perform or, in any other way, the Region's right to manage its business shall be permitted.

Section 3.3 In recognition of the Region's need for flexibility in its operations, supervisors, volunteers and other non-bargaining unit personnel may perform work which is normally done by employees covered herein. However, such non-bargaining unit personnel shall not be used to erode the bargaining unit.

Section 3.4 The Region and the Union, each having had full opportunity to discuss and bargain over the inclusion of every management right specified in this Article, agree that in any arbitration, administrative or court proceeding, the arbitrator, administrative body or judge shall give full effect and recognition to each of the management rights agreed upon herein.

ARTICLE 4. - UNION SECURITY & DUES CHECKOFF

Section 4.1 Where permitted by law it shall be a condition of employment that all employees who are, or shall become, members in the Union shall remain members over

the full duration of this Agreement, except an employee who has joined the Union may resign his membership therein during the period of fifteen (15) days prior to the expiration of this Agreement. For the purposes of this Article, an employee shall be considered a member of the Union in good standing if the member timely tenders his or her periodic dues.

Section 4.2 An employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his discharge, be discharged if, during such period, the required dues or fees have not been tendered.

Section 4.3 Dues for members of the Union or fees for non-members as required by Section 4 of this Article shall be deducted from the employee's pay in equal installments throughout the year in that amount which has been given to the Employer by the Union in an official notice at least one month prior to the date deductions are to begin at that amount. Such deductions shall be made only with respect to an employee who has submitted to the Employer a voluntarily signed and dated authorization card, which expressly authorizes such deductions. Dues and fees collected shall be remitted to the secretary-Treasurer CWA, 501 Third Street, NW, Washington, D.C., 20001 within two calendar weeks after each deduction. The employer shall notify, in writing, the Local Union-Secretary-Treasurer when an employee cancels dues deductions. Such notice will be in writing and be within 14 calendar days of the Employer processing such cancellation of dues.

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

Section 4.4 It shall be a condition of employment where not prohibited by law that all bargaining unit employees hired on or after December 15, 1997 shall become members of the union or pay a fee equivalent to union dues after ninety (90) days of employment.

Section 4.5 Once each month on or before the first day of the general orientation class, the Employer will send to the Union a list of all new hire bargaining unit employees including name, wage rate, work location and position, home address, full or part time status, resignations and terminations.

The Region will also provide phone numbers and date of birth when specifically authorized in writing by the employee.

Section 4.6 The provisions of Sections 4.1, 4.2 and 4.4 of this Article shall not apply to employees based in Winchester, Virginia due to Virginia Right to Work Laws.

ARTICLE 5. - UNION ACTIVITY

Section 5.1 The Union will give official notice to Blood Services of the names and scope of authority of those employees and Union representatives who are from time to time designated by the Union to deal with Blood Services as Union representatives.

Section 5.2 Upon reasonable notice to and prior arrangement with the HR Manager or his/her designee, the Region will grant designated Union representatives access to the Region's locations during working hours, within the limitations set out below, to discuss grievances or problems arising under this Agreement with bargaining unit employees. Such visits shall not interfere with such employees' work or work assignment, and may not occur in any area where blood donors or other customers are present. Permission to meet with employees

shall not be unreasonably withheld. When the Region permits an employee to meet with a designated Union representative, the employee will be off the clock.

Upon the same notice, and the Supervisor's permission, the Region will also afford such Union representative reasonable opportunity to visit employees for the same purposes and subject to the same restrictions at working sites away from the Region's locations, but such visits will be made only in emergency situations when the purpose of such visit cannot be accomplished reasonably during non-working hours at the location.

Section 5.3 Unauthorized presence of any employee at any Region facility or work site for any purpose is strictly prohibited unless that employee is on duty, preparing to come on duty or preparing to leave after having been on duty.

Section 5.4 No employee may engage in solicitation of any kind during working time or while any person being solicited is on working time or in any area where donors or other customers are present. No employee may distribute literature during working time or in working areas. Solicitation may occur during authorized periods of off-duty times, for example, designated mealtimes or designated breaks.

Section 5.5 The Region shall provide space at its locations near the mailboxes or in an area used by the collection staff for a bulletin board which shall be used exclusively for authorized union notices signed by union officials and approved by the Region. The HR Manager or his/her designee shall have 48 hours in which to approve or disapprove any notice from date of receipt of such notice. The only basis for disapproval shall be any statements which are critical of the Red Cross, the Region or any of its employees and/or material that offends the public conscience. The Region shall notify the union within 48 hours of any

information that is objectionable. Notices not posted in compliance with this Section shall be removed by Management.

Section 5.6 A union representative shall be allowed up to thirty (30) minutes during new employee orientation to familiarize the new bargaining unit employees with the representatives and structure of the union and highlights of the Collective Bargaining Agreement. *The Employer will notify the Union within three (3) days of the commencement of any new hire orientation. The Employer will attempt to schedule Union officers so that they can be available to schedule their 30 minutes during the in-building training period.*

ARTICLE 6. - INTERPRETATION

Section 6.1 The use of the male gender in this Agreement shall mean both “he and she” and “his and hers.”

Section 6.2 Employees referred to in this Agreement are defined as follows:

Full-time Employee — an employee who is regularly scheduled to work 40 or more hours per week.

Part-time Employee — an employee who is regularly scheduled for 20 or more hours per week.

Temporary Employee — an employee whose services are intended to be of a limited duration such as during summer or seasonal months or during an employee leave of absence.

Per Diem Employee — an employee who works as assigned and may or may not be scheduled, may be required to work up to two days per week, may be requested to work additional days and is not entitled to any contractual fringe benefits. Such employees may be used as in the past but shall not be used to erode the bargaining unit.

Section 6.3 No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law, Blood Service Directive(s) or system documents issued by the American Red Cross.

Section 6.4 If this Agreement requires a Party or a person to do anything that is prohibited by law or the Blood Service Directive(s) or system documents issued by the American Red Cross, the obligation is invalid, but all other obligations imposed by this Agreement remain valid. In the event that any provision of this Agreement is declared by a court of last resort to be unlawful or is declared by an arbitrator to be in conflict with the Blood Service Directive(s) or system documents issued by the American Red Cross, all other provisions of this Agreement shall remain in full force and effect, and the Parties shall meet promptly to negotiate necessary amendments to the Agreement to the extent that they may lawfully do so.

Section 6.5 **Scope.** During the negotiations resulting in this Agreement, the Region and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain.

Except as specifically set forth elsewhere in this Agreement during the term of this Agreement, the Region expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Region to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not:

- (a) such matters are specifically referred to in this Agreement;
- (b) such matters were discussed between the Region and the Union

during the negotiations which resulted in the Agreement; or

(c) such matters were within the contemplation or knowledge of the Region or the Union at the time this Agreement was negotiated and executed.

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

This Agreement contains the entire understanding, undertaking and agreement of the Region and the Union, after exercise of the right and opportunity referred to in the first sentence of this Article and finally determines all matters of collective bargaining for its term.

This Agreement revokes all and every previous agreement, practice, privilege and benefit relating to the employees or any one or more of them covered by this Agreement, which were in effect prior to the execution of this Agreement. This Agreement and any amendments or supplements thereto, become effective following ratification by the membership as provided in the Constitution and By-Laws of the International Union.

ARTICLE 7. - DISCRIMINATION

There shall be no discrimination by either Party, the agents of either Party or any employee against any employee with respect to any term or condition of their employment because of their race, color, religion, sex, national origin, age, marital status, veteran status, disability, membership or non-membership or activity or non-activity in the Union; provided, however, that no action required by any provision of this Agreement shall be deemed to constitute such discrimination.

ARTICLE 8. - NO STRIKE – NO LOCKOUT

Section 8.1 In consideration of the Region's commitment as set forth in Section 3 of this Article, the Union, its officers, agents, representatives, stewards, committeemen

and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, picketing, handbilling or any interference with or interruption of work at any of the Region's operations.

Section 8.2 The failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for immediate discipline, including discharge, at the sole discretion of the Region. The failure or refusal by the Union officer, agent, representative, steward or committee member to comply with the provisions of Section 1 of this Article constitutes leading and instigating a violation of said Section 1, it being specifically agreed that the Union officers, agents, representatives, stewards and committee members, if employed by the Region, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 1 of this Article by reporting to work and performing work as scheduled and/or required by the Region.

Section 8.3 In consideration of the Union's commitment as set forth in Section 1 of this Article, the Region shall not lock out employees.

Section 8.4 In the event of an alleged violation of Section 1 of this Article by the Union or violation of Section 3 of this Article by the Region, arising out of a matter not subject to resolution pursuant to the grievance and arbitration procedures set forth in Article 8 of this Agreement, the Region or the Union, respectively, may institute expedited arbitration proceedings regarding such alleged violation of Section 1 or Section 3, respectively, by delivering written or fax notice thereof to the Union or to the Region and to the American Arbitration Association.

Section 8.5 The region agrees to waive its rights to collect damages against the Union in the event of a strike or other work slowdown, concerted refusal to report to work, or work interruption, only if the following conditions are met in good faith by the Union.

Upon notice from the Region that a Section 8.1 violation of the Agreement is occurring, a Union representative shall within one (1) hour or as soon as reasonably possible but in no event more than three (3) hours, go to the site of the work stoppage to advise participants that the work stoppage is unauthorized, in violation of the current labor agreement, and that participants are to return to work.

In addition, the Union shall hold a meeting of employees within six (6) hours of such notice to advise members and employees to that effect. The Union will take reasonable measures, including telephone calls to bargaining unit members, where appropriate to notify them of said meeting. Further, the Union will, within twenty-four (24) hours of receipt of Notice from the Region that a work stoppage in violation of this Agreement is occurring: notify all employees in the event of an interruption of work that is unauthorized and in violation of the contract by posting on all designated Region and Union bulletin boards at the Region premises and by mailing in the United States mail, postage prepaid, a written statement to that effect addressed to employees at their last known address supplied by the Region.

ARTICLE 9. - GRIEVANCE PROCEDURE AND ARBITRATION

Section 9.1 A grievance is an allegation by an employee or the Union that the Region has violated an express provision of this Agreement.

Section 9.2 **Step One** A grievance shall be presented in writing on a form provided or approved by the Region and stating the specific article alleged to have been violated and the specific remedy sought by any individual employee or group of employees together with

their Representative or Unit President if desired, to the Department Director/Manager or designee. The grievance must be presented within fourteen (14) calendar days following the day the grievant or grievants either knew or had reason to know of the event giving rise to the grievance. A class action grievance may be presented directly by a Union Representative in accordance with the foregoing procedure and time period.

The Department Director/Manager (or designee) shall meet with the Representative or Unit President to discuss the grievance not later than the twenty-first (21st) calendar day after the day on which the Director/Manager (or designee) received the written grievance. The Director/Manager (or designee) has ten (10) calendar days after the day the meeting was held to answer the grievance in writing. If the grievant and the Union are not satisfied with the answer, the Union has ten (10) calendar days after the day on which the Director/Manager (or designee) gives his answer to appeal the grievance in writing to the Human Resources Manager (or designee) at Step Two.

Step Two If the Union does not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the Step One answer. Not later than the fifth calendar day after the date on which the grievance is received by the Human Resources Manager (or designee) the parties must agree on a date within twenty-one (21) calendar days, for a Step Two meeting of the Human Resources Manager (or designee) and up to three (3) representatives of the Union which may include a representative, the Unit President, the Regional Vice President of Local 13000 and/or a Staff Representative of CWA. The Human Resources Manager (or designee) must answer the grievance in writing not later than the tenth calendar day after the day on which the Step Two meeting was held. The Union has forty-five (45) days from the date of the answer within which it may submit the grievance to arbitration.

This period shall be extended in those instances when the Union's internal grievance handling procedures prevent the Union from making a final decision to arbitrate or not to arbitrate. Such an extension shall continue only until such internal union procedure is exhausted and the Union shall have the burden of proving the necessity and duration of the extension.

Section 9.3 *The second Monday of each month will be a "Labor Management/ Grievance" Meeting. This can be adjusted by mutual agreement. The second Monday meetings will not be considered workdays for scheduling purposes. This shall not result in the scheduling of additional weekend days.*

The parties may also agree in advance to discuss other problems that may exist or be reason for concern to either party. The time for such meeting will not be deducted from the excused time for union business (article 18.5) and will be scheduled by mutual agreement of the union and the region. Time limits for grievances can be extended by mutual consent to coincide with the grievance meeting. Union reps and officers will have the option to be scheduled after the meeting if there are assignments available or be off the rest of the day. Any grievance which is not presented to the Director/Manager or designee and/or advanced to subsequent steps including arbitration within the time periods specified in this Article absent a waiver agreed to by the company and the Union shall be forfeited and waived by the aggrieved party and the Union. The employer's failure to respond within the prescribed time periods shall automatically escalate the grievance to the next step.

Section 9.4 If the Union does not appeal a grievance to arbitration before the submission time expires, the grievance is deemed satisfied by the Second Step answer.

To appeal a grievance to arbitration, the Union must give official written notice to the Human Resources Manager. Representatives of the parties will attempt to agree on an

arbitrator to hear the grievance. If no agreement is reached within ten (10) calendar days after the Employer receives the notice, then a request for an arbitrator must be submitted by the Union in accordance with the rules of the American Arbitration Association no later than thirty (30) days thereafter. The time and place of the arbitration hearing shall be agreed upon by the parties and the arbitrator.

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. 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 when the compliance or non-compliance therewith shall be involved in the consideration of the grievance. 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 fourteen (14) calendar days before presentation of the grievance in Step One. The arbitrator shall have authority to award relief only as to individuals who have filed or are clearly identified by name in the written grievance as interested parties directly affected by the contract violation alleged in the grievance.

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 aggrieved employee, the Union and the Region. Expenses of arbitration shall be shared equally by the parties.

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

ARTICLE 10. - DISCIPLINE AND DISCHARGE

Section 10.1 After an employee has completed his/her provisional period he/she may be disciplined using progressive discipline when appropriate (that is given a written warning, disciplinary suspension or disciplinary probationary period) or dismissed only for reasons which constitute just cause. An employee may be suspended pending investigation, but after a period of fourteen (14) calendar days the suspension shall be converted to a disciplinary suspension or a discharge or the employee shall be returned to work and his lost pay shall be fully restored. At the time an employee is suspended (for discipline or pending investigation) or is dismissed, he/she shall be informed of the reasons.

Section 10.2 The employer acknowledges that employees who meet with supervision or management for disciplinary reasons or as part of an investigation which may result in their discipline are entitled to union representation. Such employee shall be given advance notice of the disciplinary nature of such meetings and a reasonable opportunity to secure a union steward if so desired.

Section 10.3 Any employee who chooses to review the employer's personnel file pertaining to him/her may do so by making an appointment with the Human Resources Department. Such appointment shall be scheduled at mutually agreeable times during the employee's non-working hours. Employees may not add to, remove from or alter the file in any way. Upon request, the employee will be provided a copy of any file document he/she has signed.

ARTICLE 11. - PROVISIONAL EMPLOYEES

Section 11.1 A new employee shall be on a provisional basis for his first 180 calendar days after commencing work in the bargaining unit. That provisional period may be

extended, in the Region's sole discretion, for an additional period not to exceed sixty (60) calendar days unless the employee was absent for any reason during the original or extended provisional period in which case the period may be further extended commensurate with such absence. Notice shall be sent to the union and the employee prior to the 180th calendar day if the provisional period is to be extended. The Region may, in its sole discretion, discipline and/or discharge any employee during this provisional period for any reason. An employee who has not completed his provisional period or any extension thereof and who is disciplined or discharged shall not be entitled to utilize the grievance-arbitration procedure provided in Article 8, Grievance Procedure and Arbitration, to challenge such discipline or discharge.

Section 11.2 **Use of Agency Employees.** In order to help alleviate the Region's staffing shortage, it is the intent of the Region to utilize personnel agency employees to do bargaining unit work. Such personnel remain employees of the agency for a period of time during which the Region can determine whether or not to hire them as Red Cross employees. During this period they shall not be members of the bargaining unit and are not covered by the Collective Bargaining Agreement. If hired by the Region, they then become members of the bargaining unit and time spent working for the Region as an employee of the personnel agency will be counted toward the Provisional Period requirements of Contract Article 11. Contract personnel utilized under this program will not be used to erode the bargaining unit. No agency employee shall continue working through the agency beyond six months unless mutually agreed to by the Union and the Region.

ARTICLE 12. - SENIORITY

Section 12.1 There shall be separate seniority for full-time employees, part-time employees and per diem employees. Except as this agreement expressly says otherwise,

each of its provisions apply separately to full-time employees, part-time employees and per diem employees. For comparison purposes between part-time, per diem and full-time employees, employees acquire seniority according to the following formula: 12 months seniority for each year of their service as a full-time employee; 6 months seniority for each year of their service as a part-time employee (8 months for years beginning on or after January 1, 2007); 4 months seniority for each year of their service as a per diem employee.

Section 12.2 "Seniority" means the length of an employee's continuous service as a full-time, part-time or per diem employee (as the case may be) within the bargaining unit as defined in Article 1 of this Agreement beginning on and including the date of his/her last hire or rehire as such and continuing to and including the date he/she loses seniority. As used in this paragraph "continuous service" includes only those periods when an employee is on the active payroll and those periods when the employee is on layoff or on leave of absence, with or without pay, approved by the Employer, of one month or less. Seniority shall be acquired, accumulated and maintained on a Region wide and job classification basis without regard to the location of an employee's permanent assignment. Seniority with a former region will also be credited for those individuals employed by the former Johnstown Region on or before December 15, 1997.

Employees who are reemployed or transfer into the bargaining unit after December 15, 1997 with or without any break in service shall not receive credit for prior service for either region wide or job classification seniority under this agreement. However, such employees without a break in service or with a break in service of less than 12 months shall receive such credit for the limited purpose of Article 20 Paid Time Off entitlement.

(a) If two or more employees have the same amount of seniority, their relative seniority shall be determined by the alphabetical order of their names at time of hire, considering the last or "family" name first.

(b) Seniority shall be broken and the employee terminated for any of the following reasons:

(1) Resignation.

(2) Discharge.

(3) Layoff for a period equal to the employee's seniority or for six (6) months whichever is less.

(4) Failure to notify the Region within five (5) calendar days after a recall notice has been sent, or failure to report for work within ten (10) calendar days of the sending of such notice. Notice of recall shall be sent by certified mail to the employee and by first class mail to the union office.

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

(6) Failure to report to work prior to expiration of an approved leave of absence.

(7) The employee retires or dies.

(8) If the employee fails to report absence from work, or overstays a vacation for three (3) consecutive scheduled days.

(9) If the employee fails to supply the Region with justification for the need of a Medical Leave of Absence within five (5) calendar days

(15 calendar days if FMLA applies) after the last day worked, except for good cause.

(c) An employee who has been on leave of absence or layoff and who returns to active employment with the Region shall receive up to one month credit toward continuous service during the layoff or leave period. However, employees who qualify for family and medical leave in accordance with the Federal Family and Medical Leave Act, shall receive continuous service credit for all qualified FMLA leave time.

ARTICLE 13. - JOB POSTING AND BIDDING

Section 13.1 The Region agrees that absent contrary agreement by the Union, it will attempt to fill all bargaining unit job vacancies and newly created bargaining unit jobs through the posting and bidding procedures of this article prior to hiring new employees.

Section 13.2 Whenever the Employer decides to fill a vacancy or whenever a new job is created within the bargaining unit, the Employer shall list on its website and post for a period of five (5) calendar days a notice of such vacancy or new job. Applications shall be available on every mobile. The notice shall show unit, department, job classification, location, shift and status (full or part-time). An employee with one or more years of service or an employee who has not been awarded a new job within one year, other than a shift, status or location change for a posted job, may submit an application in writing to the Human Resources Department within the five (5) calendar day period.

When filling vacancies the Region will consider the skill, ability, experience, performance, quality of work, conduct, adherence to regulations and attendance of all applicants. When applicants are equally qualified, Region wide seniority will be the governing factor. Full-time and part-time employees will be given preference over per diem employees regardless of

seniority. All eligible internal candidates for CSII positions at each location, including Regionalized Staff locations, will be given preference over external candidates.

All internal applicants will be notified if they are the successful bidder or not. For comparison purposes between full-time, part-time and per diem employees, employees acquire seniority according to the following formula: Twelve (12) months seniority for each year of his/her service as a full-time employee; Six (6) months seniority for each year of his/her service as a part-time employee (8 months for years beginning on or after January 1, 2007); Four (4) months seniority for each year of his/her service as a per diem employee. The Unit President will be provided with relevant information on job posting and bidding of unit positions upon request to the Human Resources Department.

Section 13.3 Employees who specifically bid into a new position in accordance with this Article shall serve a 180 calendar day provisional period beginning upon reassignment. In the event the provisional employee is unable to satisfactorily perform the duties of the new position, the employer may, in its discretion, return the provisional employee to his/her original position or a similar vacant position as an alternative to discipline and/or discharge. Phlebotomists who participate in the Region's CSII training program but are unable to perform satisfactorily as CSII's shall be returned to a phlebotomist position.

ARTICLE 14. - LAYOFFS AND RECALLS

Section 14.1 Employees shall be given 21 calendar days notice of layoff. The Employee laid off shall be paid all accrued but unused PTO he/she is entitled to as of the date of layoff. Employer life insurance coverage shall cease on the date of layoff. Employer health insurance contributions shall cease at the end of the month during which layoff occurs.

Section 14.2 Layoffs may be made separately for full-time and part-time employees. Positions selected for layoff shall be identified by status (full-time or part-time), location (including regionalized locations), unit (collections) and job title.

Once a position is identified for layoff, employees holding such position shall be laid off in inverse order of job classification seniority, beginning with temporary and provisional employees.

An employee so laid off may displace the full-time or part-time employee in the same job classification within the Region with the least job classification seniority, including probationary employees, provided the employee:

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

If a layoff is due to work being moved to another Region or Division of the Red Cross, the employee(s) shall have recall rights for one (1) year from the date of layoff. During this period the employee(s) shall be eligible to bid on all job openings within the Greater Alleghenies Region.

Section 14.3 If the number of full-time employees within a job classification is to be increased, all such employees within that job classification (including those who are working in another job classification or as regular part-time employees in the same classification to avoid a layoff and those who are on layoff and who have not lost their seniority) shall be recalled before new full-time employees are hired. If the number of part-time employees within

a job classification is to be increased, before new employees are hired, the available work shall be offered by way of recall to full-time and part-time employees within that job classification who are on layoff and who have not lost their seniority. For this purpose, full-time employees shall be treated as having part-time seniority within their job classification equal to their full-time seniority within the job classification.

Section 14.4 The *Altoona*, Johnstown, Winchester, Morgantown, Wheeling and Beaver sites and regionalized locations shall each be treated as separate and distinct locations for purposes of the application of the layoff and recall provisions of this Section. Layoffs and recalls at each such location shall be made on the basis of the unit and job classification seniority of employees permanently assigned to that location and without regard to the job classification seniority of employees permanently assigned to other locations.

ARTICLE 15. - SAFETY AND HEALTH

Section 15.1 *The Region will maintain a Safety and Health Committee which will include five bargaining unit members appointed by the union. Committee members may participate in the safety meetings by a conference call providing that the Committee Chairperson is notified at least two business days (Monday through Friday) prior to the meeting. It is understood that due to the nature of the topic(s) to be discussed or presented, some meetings may require attendance in Johnstown.*

Section 15.2 The Employer agrees to make reasonable provisions for the safety and health of the employees during the hours of their employment. The Employer will continue to provide safety equipment for employees pursuant to existing practices. In addition to the cell phones for each truck, there will be at least one more cell phone available at each location for the exclusive business use of the collection staff. There shall be one working phone

at each new site (post 3/1/07). In Johnstown there shall be a total of five extra cell phones for the exclusive business use of the collection staff. There shall be two fans (turbo) on the truck at all times. There shall be five (5) fans (turbo) per bloodmobile between May 15th and October 15th of each year. When the temperature at a mobile is unusually warm in the opinion of the nurse in charge, additional breaks will be provided. From July 1st through Labor Day each year, the Region will schedule a minimum of 80% of operations (bloodmobiles and fixed sites) at air-conditioned locations. At the point any supply or piece of equipment should not be used or operated as indicated by the manufacturer's insert or operating manual due to temperature excursions, the operation shall be suspended or discontinued until said deficiency can be corrected.

Section 15.3 Hepatitis B vaccine will be offered to all at risk employees when hired or within three (3) months of the signing of this Agreement. At an employee's request, the Employer will provide annual testing to confirm the effectiveness of the vaccine. All testing will be in accordance with standard Red Cross procedures and requirements.

Section 15.4 In the event of an emergency situation, we would act in concert with the on-site person in charge of the sponsoring group or facility. If no such person is available, the Operation Leader, in consultation with Region Management, will be the decision maker. Should legitimate, verifiable information which could compromise the safety of staff, donors or volunteers be delivered to a supervisor or Operation Leader, we would take the appropriate action (including staff notification) in the interest of the safety of everyone involved. If the decision maker as described above believes that trained safety personnel are needed to deem an area safe, it is expected that such clearance shall be sought. In any case, American Red Cross Management reaction to any potentially threatening situation would be dictated by the

decision/recommendation of trained personnel, governing department or agency. This policy is intended to enhance the existing safety policies and not to circumvent any individual rights of staff.

ARTICLE 16. - SCHEDULING AND CALL OUT

Section 16.1 *The employer will post and distribute or mail to each employee a schedule of his/her work assignments for each week at least ten (10) calendar days prior to the beginning of each week. In the event that a schedule change is made after the posting and delivery of the schedule, the affected employee(s) will be notified as soon as possible. The Employer shall seek to minimize the number of changes in the schedules which are posted and delivered. Staffing shall be originally scheduled in accordance with the grid/matrix.*

When it becomes necessary to reduce the number of employees assigned to a bloodmobile, prior to the bloodmobile starting time, the employer shall have the following options:

(a) Some or all of the employees may be reassigned to other bloodmobiles by job classification and/or location at the discretion of management.

(b) Some or all of the affected employees may be removed from the schedule and given the choice of a day off or a PTO day prior to the use of "take me off" slips from other non-affected bloodmobiles.

In order to fairly administer these options, management shall initially designate the positions to be removed from the schedule by job classification and/or location, if any. Within the group of affected employees, those who have submitted "take me off" slips shall be removed first. If additional employees are to be removed, the remaining affected employees in order of their seniority shall be given the choice of

reassignment or removal until the number of positions designated for removal has been satisfied. If that number is not satisfied through volunteers as set forth above, then the remaining removals shall be determined by job classification and/or location by inverse seniority.

In the event a change is within 48 hours of the scheduled start of an employee's shift and his/her scheduled departure or scheduled return time is changed by 90 minutes or more, the Region will pay a shift change premium of \$20 for the shift.

Section 16.2

a) Each employee shall be allowed one twenty minute paid rest break in the first half of his/her scheduled day and another fifteen minute paid rest break in the second half of his/her scheduled day. The foregoing applies only to bloodmobiles with scheduled donor hours of five (5) hours or more. If a bloodmobile's donor hours are scheduled for less than five (5) hours, employees shall receive one twenty (20) minute paid rest break.

b) In the event the scheduled mobile donor hours are seven (7) hours or more, employees who are scheduled for the entire mobile will receive an additional fifteen (15) minute paid break.

c) When the scheduled start time is delayed due to weather, traffic or other problems not a result of mobile staff error, such as missing equipment or supplies, then donor processing time shall not be adjusted by more than one (1) hour beyond the mobile's original scheduled end time.

d) When the scheduled start time is not delayed, donor processing time shall not be extended more than one (1) hour beyond the mobile's scheduled end time

unless necessitated by natural disaster, national emergency or similar compelling circumstances (i.e., terrorist threat or war).

e) Management reserves the right to reassign staff to other mobiles after departure time. However, when doing so, transferred staff shall be returned to their original mobile so that they can leave at the same time as the staff on their original mobile unless they volunteer to continue working and return with the staff of the mobile to which they had been reassigned. The Region shall also continue its practice of first soliciting volunteers for such reassignments as detailed in Section 16.3 of this Agreement.

Section 16.3 When it becomes necessary for the Employer to make a work reassignment at/after the Employee's reporting/punch-in-time when the change was not known in advance, it shall first solicit volunteers for reassignment from within the relevant job classification(s) on the affected bloodmobile. In those instances when there is more than one dispatch location for such bloodmobile, including regionalized staff, volunteers may be solicited by both dispatch locations and job classification. Management may consider the availability of transportation when making the reassignment. If reassignment involves Regionalized Staff, any additional mileage attributable to the transfer shall be reimbursed. If sufficient volunteers are not forthcoming, then reassignment shall be made in inverse order seniority by job classification. If a person is reassigned, a differential of \$35.00 shall be paid.

Section 16.4 (a) In each work location the Employer will make an effort to equalize call out overtime opportunities. Employees may elect to waive call out on a quarterly basis and will not be called unless necessary.

(b) When the Employer determines that it will be necessary to call out one or more employees to work overtime, the employees will be notified as soon as possible.

(c) The Employer by location will first assign employees who volunteer then rotate among other affected employee's weekend, re-supply and overnight trips within its operational and scheduling requirements.

Section 16.5 The parties acknowledge that prior to negotiation of their first contract a number of bargaining unit employees were being scheduled to accommodate their personal needs. Such arrangements may continue at management's discretion, and shall not serve as precedent for any future similar circumstances. Employees may continue to request accommodations for legitimate reasons. Such requests will be considered on a case by case basis by the Region and may be accommodated for extraordinary and compelling reasons. However decisions regarding whether or not accommodation is feasible in light of operational needs, the extent and duration of accommodation and the legitimacy of the request shall all be at the discretion of management.

Section 16.6 Staff Call Off/Call Out/Replacement Process

(a) *With the exception for the CSI position (noted below in "b"), the following process will be used to call out bargaining unit staff to replace other bargaining unit staff who call off or in the event of a need for additional staff.*

1. *First preference will be given to those qualified individuals in the same or reasonably similar dispatch location (Altoona, Johnstown, Beaver, Morgantown, Winchester, Wheeling) as the person who called off by seniority, who have submitted "call me out" slips by Wednesday at noon (freeze time).*

2. *Second preference will be given to those qualified individuals with a different dispatch location from the person who called off by seniority and who have submitted "call me out" slips by Wednesday at noon (freeze time).*
3. *For purposes of this section, all "call me out" slips received by noon – freeze time --on Wednesday the week following the posting of the schedule shall be distributed to the union by 3:00 p.m. that day. Staff providing "call me out" slips after noon on Wednesday will be assigned by qualifications, location and on a first-come, first-served basis.*
4. Third preference will be given to qualified individuals without "Call Me Out" slips within the same or reasonably similar dispatch locations as the person calling off. These call outs will be made from the most senior person to the least senior person, with the least senior person contacted required to work. Staff who have requested the day off, switched schedules to be off, have submitted "Do Not Call Me Out" slips or on PTO will not be included in the call out procedure for this purpose unless no qualified staff can be contacted in the initial group of non-exclusionary contacts.

5. Fourth preference will be from qualified individuals with a different dispatch location without "Call Me Out" slips, from the most senior person to the least senior person, with the least senior person contacted required to work. Staff who have requested the day off, switched schedules to be off, have submitted "Do Not Call Me Out" slips or on PTO will not be included in the call out procedure for this purpose unless no qualified staff can be contacted in the initial group of non-exclusionary contacts.

If in attempting to contact a staff member identified by the process above, it is determined that they are still at work, an effort will be made to contact these individuals at their work site. If the staff member cannot be reached at the work location, a call will be placed to his/her home in an attempt to leave a message.

6. *In the event an employee accepts a "call me out" and the "call me out" schedule is changed by the Red Cross by more than one (1) hour, the employee may decline the revised schedule without incurring an attendance point.*

(b) CSIs will be called out in the same fashion as described above with one exception. If the call out of a CSI would result in a DOT violation during the applicable seven day cycle, it will not be necessary to contact that staff person.

(c) Schedules for the satellite areas will be posted on the Regional web site on Wednesday (in compliance with Section 16.1). Call me out and take me off slips may be submitted only after the schedule to which they apply has been posted and must itemize the

specific dates on which the Employee is available for call out during that schedule period.

Employees may fax Call Me Out slips into the scheduling office which will be marked received upon receipt.

Section 16.7

Absent special circumstances which require senior management approval and notice of which shall be provided to the union prior to the posting of the schedule, there shall be no weekend mobiles scheduled that the scheduled donor hours go beyond 3:00 p.m.

ARTICLE 17 - HOURS AND OVERTIME

Section 17.1 The Region shall not intentionally schedule a part time or per diem employee for forty (40) hours or more when a full time employee within the same location, unit and job title is not scheduled for forty (40) hours without prior union approval.

Section 17.2 The Employer shall not knowingly post a schedule containing an Employee shift assignment which begins less than ten (10) hours after the termination of his/her previous shift assignment.

Section 17.3 **Over-Time.** Each employee will work the hours assigned to him/her and such reasonable additional hours beyond the scheduled hours as the Employer may request from time to time. The Union acknowledges that through blood services and disaster relief, the employer performs a vital healthcare function in the community. Accordingly, employees must be available for call out as operations require. All employees must have an operational telephone or active pager where they can normally be reached.

For the purpose of computing weekly overtime, the regular workweek shall be Saturday through Friday. All time worked over forty (40) hours per week, as defined above, shall be paid for at the rate of one and one-half (1½) times the employee's regular straight-time

hourly rate of pay. Nothing contained in this Section shall be construed as a guarantee of hours of work per day or per week.

Section 17.4 In the event the employer determines it cannot continue all or part of its normal operations due to severe weather conditions or other emergency situations, all scheduled employees are expected to report as scheduled unless otherwise directed. Those employees that do report to work shall receive a minimum of four (4) hours pay. Employees who fail to report to work shall use 4 or 8 hours of available PTO. Employees who are contacted at home before their scheduled starting time and instructed not to report may, at their election use available PTO as above, or take the day off without pay.

ARTICLE 18 - LEAVE OF ABSENCE

Section 18.1 Employees who are eligible for a leave of absence as provided by this Article must request such leave from Human Resources at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. Once Human Resources is informed, the employee must then complete a Request For Leave form available in the Human Resources department or payroll office and submit necessary medical or other documentation in support of the request. The Employer shall promptly respond to each request following submission of all necessary documentation, including complete and appropriate medical certification, military orders, etc.

Section 18.2 **Family and Medical Leave.**

(a) All qualified employees shall be entitled to leave as provided by the Federal Family and Medical Leave Act of 1993 (FMLA). However, such statutory leave is only available to employees who have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months immediately preceding the leave. The Act provides that

eligible employees are entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for one (1) or more of the following reasons:

1. birth of a child of the employee and in order to care for the baby;
2. placement of a child with the employee for adoption or foster care in order to care for the child;
3. in order to care for the spouse, son, daughter or parent of the employee if such individual has a serious health condition; or
4. because of serious health condition that makes an employee unable to perform the essential functions of their job.

(b) The amount of leave used in any twelve (12) month period shall be measured during the twelve (12) months immediately preceding the starting day of the leave. Entitlement to leave, duration of entitlement, medical certification, health insurance coverage, notice of leave, reinstatement and other leave related issues shall be in accordance with the Act and regulations pertaining hereto.

1. Employees must use any available Paid Time Off entitlement as part of their Family and Medical Leave. For purposes of PTO and FMLA, a full-time employee who misses an entire work week will be regarded as having used forty (40) hours of each.
2. An employee who works a reduced work week shall have FMLA computed in accordance with Section 925.205(b)

and (d) of Chapter 29 of the Code of Federal Regulations. Those Regulations provide that a weekly average of hours worked over the twelve (12) weeks prior to the beginning of the leave period be used for calculating the employee's normal work week. The amount of leave is determined on a pro rata or proportional basis by comparing the new reduced leave schedule to the employee's normal schedule. For example, if an employee who normally works 50 hours per week works only 30 hours per week under a reduced leave schedule, the employee's 20 hours of leave would constitute two-fifths (2/5) of a week of FMLA. Under such circumstances PTO will be assessed in eight and then four hour increments until the entire number of hours of leave has been accounted for. In the foregoing example, the full twenty hours of leave would be regarded as twenty hours (8 + 8 + 4) of PTO. However, an employee may elect to decline using their last six days of PTO or any portion thereof while on leave and preserve them for future use if they so choose.

3. Time missed on medical leave due to a workers' compensation injury will also be regarded as FMLA. However, as an exception to Paragraph A of this section, employees may not use PTO during such leave.

(c) If an employee remains unable to return to work and has exhausted his/her eligible FMLA period, it is the Region's policy that he/she may continue his or her absence on non-FMLA leave for a period of up to 20 additional weeks (14 weeks effective 12/15/07). Only one extension period will be approved for the same FMLA-qualified illness or injury, even if the employee's absence bridges two FMLA leave years. Medical verification must be provided to Human Resources upon request, as often as every 30 days, or the leave will end. If, at the conclusion of the extension period, the employee remains unable to return to work, his/her employment will be terminated. Once the extension period begins, there is no guarantee that the Region will hold any position open, or return the employee to any position of employment. Therefore, once the non-FMLA medical leave extension period begins, the employee's position will be posted. Furthermore, if the position is offered to, and accepted by, a candidate before the date the employee can return to work, then management at their discretion, will decide if they want to offer the employee another position if/when they are released to return to work. If management, at their discretion, decides not to offer another position to the employee when/if they are able to return to work, then the employee will be notified that their employment with the GAR is terminated.

Section 18.3 **Military Leave.** Military leave will be granted as required by Federal law.

Section 18.4 **Personal Leave.** Employees may request up to 30 days leave without pay for legitimate reasons not covered by any other leave policy. This 30-day period is NOT intended to extend already exhausted leave times granted under FMLA. Requests should be directed to the Manager of Human Resources and will be granted at the discretion of the Employer. Should this request be approved, all Paid Time Off expected for the calendar year

must be exhausted first before personal leave is taken. During this period, the Employee will continue to be covered by health insurance until the end of the month during which leave began. Thereafter, the Employee will be able to continue health insurance coverage at his/her expense in accordance with COBRA regulations.

Section 18.5 **Union Leave.** Employees who are authorized representatives of the Union or Local Union may, subject to scheduling requirements, be excused without pay or granted leaves of absence without pay by the Region at the request of an authorized officer of the Union or Local Union to attend official meetings, conventions, and seminars of the Union or Local Union up to a combined total for all such representatives of thirty (30) days in each year of the contract. The Union or Local Union shall make all requests for such excused absences or leaves of absence as far in advance as possible, but in no case later than three weeks prior to the first day for which such absence is requested. The employer shall respond to each request promptly.

Section 18.6 **Extraordinary Leave for Purposes of Bone Marrow or Organ Donation.** In the event an Employee is scheduled to make a bone marrow or organ donation, the Region commits to support the activity to attempt to limit the Employee's economic hardship caused by absences from work for required medical procedures and follow up. The Region will endeavor to make the Employee financially "whole" for a period not to exceed 15 work days and not to exceed 5 work days per week during the times when they are required to be absent from regularly scheduled work due to required medical procedures or follow-up as a direct result of their donation of bone marrow or an organ. Specifically, the Region will pay the Employee for up to forty hours (full-time), twenty hours (part-time) or their average weekly hours worked for the six months preceding the procedure for per diem staff for time spent each week (or partial

week prorated at eight hours per day) away from work as a direct requirement of the donation procedure. The number of bone marrow/organ donor hours eligible for payment shall be the net of that person's hourly rate at the time of the procedure. Less any monies paid to the donor by other reimbursement sources (including but not limited to STD coverage, monies provided through organ donation organizations intended to replace lost earnings, or other sources). All reimbursement will be at straight time.

ARTICLE 19 - HOLIDAYS

Section 19.1 Active full time employees shall receive a day off with eight (8)

hours pay at their normal hourly rate for the following holidays:

New Years Day (January 1st)	Labor Day (Monday)
Martin Luther King Day	Thanksgiving Day
Memorial Day (Monday)	Christmas Day (December 25th)
Independence Day (July 4th)	Employee Birthday (after 1 year of service)

Active part time employees averaging twenty (20) or more hours work per week shall receive a day off with eight (8) hours pay at their normal hourly rate for the following holidays:

Memorial Day (Monday)	Christmas Day
Independence Day (July 4 th)	Employee Birthday (after 1 year of service)
Labor Day (Monday)	

Section 19.2

(a) Employees required to work on a holiday shall be paid at *two and one-half (2-1/2) times* for all hours worked on the actual calendar day of the holidays listed above.

(b) *Employees actually working on December 26, 2011 and January 2, 2012 shall receive two and one-half (2-1/2) times their hourly rate providing the employee meets all other holiday eligibility requirements.*

Section 19.3 In order to be eligible for holiday pay an employee must:

(a) Be on active status or family and medical leave. Employees on any other leave status shall not receive holiday pay.

(b) Work his or her regular schedule of hours or be on scheduled PTO on both his/her last scheduled workday before the holiday and his/her first scheduled workday after the holiday.

(c) Work as scheduled on the holiday if scheduled to work.

Section 19.4 **Work on Holidays.** The Region will accept and schedule volunteers qualified to do the available work as determined by the employer, for holiday work by location and job class before scheduling other staff. Thereafter, assignments of employees to work on the holidays (except the floating holiday) shall be rotated by location among the employees qualified to perform the work to be done on those holidays as determined by the Employer. At least thirty (30) calendar days prior to each of the holidays Blood Services shall post a list of those employees assigned to work on the holiday. If Blood Services determines that a change in the posted schedule is to be made, each employee involved in the change shall be notified as soon as practicable.

ARTICLE 20 - PAID TIME OFF

Section 20.1 **Policy.** Regular Full-time and Regular Part-time employees will earn, on an annual basis, a combined sum of leave to be used as needed throughout the course of the calendar year. This leave is earned based upon hours worked through the year. This

combined leave, called PTO or “Paid Time Off” will be available to employees to use according to the procedures of this Article for purposes of vacation, sickness, personal reasons and floating holidays. PTO is used to account for absence from work. Until or unless all PTO time earned and anticipated for the calendar year is used, an employee may not request leave without pay. Unless the workdays missed fall under another paid leave policy (jury-duty leave, bereavement leave, etc.) an employee must take any available PTO.

New employees will be eligible to use PTO days during their first six months of employment as they are earned. After six months of employment, a new employee may take the time they have earned to date plus any additional PTO days which they can reasonably expect to earn during that year, according to the schedule below. If an employee is paid for days beyond what he/she actually earns at the end of a given year, the excess days will be deducted from the next year’s leave time or must be repaid.

Section 20.2 **Benefit Amount.** The total amount of leave available to each employee for a calendar year is based upon his/her years of service as of December 31st of the preceding calendar year.

<u>Full Time Employee With Service of 6 months – 3 years</u>	<u>Full Time Employee With Service of 4-10 years</u>	<u>Full Time Employee With Service of 11-20 + years</u>	<u>Full Time Employee With Service of 21 + Years</u>
18 PTO days per year** or 144 hours	22 PTO days per year** or 176 hours	27 PTO days per year** or 216 hours	30 PTO days per year** or 240 hours

**Part-time employees will earn a percentage of PTO days available to full time employees, based upon the percentage of full-time hours worked.

Employees must use all PTO days every year; however, employees are encouraged to budget some of their days for unexpected illnesses or based on their own past

usage of leave for illness. For this reason, as much as one-half (1/2) of an employee's annual PTO entitlement, up to a maximum of 10 days, may be carried over to the following year. An Employee who has PTO days remaining on December 31st will have the first ten (10) days converted automatically to carryover leave. At least five (5) of these days must to be used by June 30th. Conflicts among requests will be resolved on the basis of relative seniority. Unused PTO which is not eligible for carry over shall be forfeited at the end of the calendar year. Carried over PTO which is not used by June 30th shall also be forfeited.

Section 20.3 **Using PTO Days for Illness.** Employees who are unable to work due to illness or injury, shall be required to use PTO days for all days not covered by either workers compensation, short-term disability or long-term disability. Call off must be made to the scheduler or appropriate supervisor in accordance with applicable procedures. Blood Collection employees whose departure time is between 5:00 a.m. and 12:00 noon must call off by 11:00 p.m. For all other departure times, call off must be at least four (4) hours prior to scheduled departure time.

Before returning to work, an employee who has been away from work due to illness for three days or more MUST provide a doctor's signed release verifying illness and stating explicitly that the employee may return to full duties on a certain date. Likewise, any employee treated by a hospital emergency room or other outpatient facility or admitted for inpatient treatment must provide a return to work slip. During "critical" periods, as defined by department heads (i.e. appeal periods, special event bloodmobiles, holidays, etc.) a doctor's verification may be required for even one day of unscheduled PTO. This practice will also apply if the employee calls off on a previously requested but denied, PTO day. Employees will NOT be permitted to work until this notice has been turned into the appropriate supervisor and then

submitted to the Payroll Office. Employees who do not provide a sufficient medical release will be required to use available PTO for days spent waiting to provide such a notice.

If an employee uses all PTO leave available to them and after doing so becomes ill, time away from work will be granted only with proper medical verification. Leave without pay for reasons other than those protected by FMLA is not typically granted except in cases of emergency.

Section 20.4 Using PTO Days for Vacation. *Vacation PTO requests must be submitted in writing to the Department Director or designee no later than March 15 of each year. Conflicts among requests for a full week vacation submitted prior to that time will be resolved on the basis of relative seniority. Conflicts among requests for individual days submitted prior to that time will be resolved on the basis of relative seniority. Requests for full week vacation shall receive priority over individual day requests. Requests received after March 15 will be considered on a first-come first-served basis.* Requests received after March 15th will be considered on a first come-first serve basis. Requests received late in the year will only be approved as operations permit. Leave not approved due to late submittal may be lost in accordance with the provisions of Section 2 of this Article. The Employer will respond to PTO requests within fourteen (14) calendar days of the request as to whether PTO is approved, denied or is on hold awaiting clarification of staffing requirements.

Full-time employees who request a full week of PTO must use 40 hours of PTO. Part-time employees will be required to use the average number of PTO hours worked per week year-to-date. Part-time employees cannot use less than 20 hours to replace a full week of absence. Employees may take PTO in 4 or 8 hour increments when their work schedule permits

or to replace scheduled hours/shifts which are cancelled by the Region. No use of amounts of PTO less than a 4 hour period will be allowed.

Section 20.5 Any employee placed on disciplinary or performance-related probation will not be permitted to use PTO days in excess of what they have earned to date. Employees who leave their employment with the Greater Alleghenies Region will be paid for any current calendar year PTO which has been earned to date but not used. Employees who have used more PTO than they have actually earned to date will have such amount deducted from their final paycheck. If the final pay is insufficient to cover the amount owed, the employee must reimburse the Region within thirty (30) calendar days of their last day of employment.

Section 20.6 When a regular full-time or regular part-time employee retires he shall not later than the next succeeding regular pay day be given all his PTO earned but unused in the current year at his normal rate of pay. The provisions of the foregoing sentence shall also apply to an employee who resigns or retires at his own request if he gives the Employer at least 14 calendar days' written notice thereof, otherwise, he shall forfeit a proportion of such payments as determined by multiplying the amount of such payments by a fraction whose numerator is the number of calendar days notice which is given by the employee and whose denominator is fourteen (14) calendar days' notice thereof.

ARTICLE 21 - BEREAVEMENT LEAVE

Section 21.1 **Bereavement.** In case of the death of an immediate family member, staff members of the Greater Alleghenies Region may be granted bereavement leave in order to handle the necessary family details and attend funeral related activities. This policy was developed in order to convey sincere and respectful condolences to our valued Employees during their most difficult family crises.

As such, Greater Alleghenies Region agrees to grant a maximum of three (3) paid days off to any full or part-time Employee, including new hire probationary employees, in case of death in the immediate family as defined below for the purpose of attending funeral related activities. In order for any of the three bereavement days to be paid, they must be scheduled work days or scheduled paid time off (PTO) days occurring within seven (7) days after the date of the death of an immediate family member. Therefore, the three paid bereavement leave days would/could include:

- Any three scheduled work days; or
- Any three scheduled paid time off (PTO) days, or
- A combined total of three scheduled workdays and scheduled paid time off (PTO) days occurring within seven (7) days of the date of the death of the immediate family member. Also, the three paid bereavement leave days within the seven (7) day period following the date of the death need not be taken on consecutive days.

If the family death occurs during a staff member's scheduled PTO, the time off will be charged as bereavement leave and the PTO rescheduled at a later date.

If the family death occurs during a paid holiday, that day off will be charged as bereavement leave and the paid holiday time may be rescheduled within sixty (60) days of the recognized holiday.

Furthermore, any Employee receiving notice during the workday that an immediate family member has died will not be assessed any PTO or bereavement leave for the balance of that day.

Each bereavement day will be paid at the Employee's regular base rate according to regularly scheduled hours up to eight hours per day. The immediate family will constitute the following: mother, father, brother, sister, grandparents, grandchildren, spouse, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-parents, or step-children. A petition for consideration for others residing with the Employee and/or extenuating circumstances may be made to the senior management team.

ARTICLE 22 - JURY DUTY LEAVE

Section 22.1 **Jury Duty.** When an employee is summoned for jury duty, he/she will be excused from days which they are scheduled or normally would be scheduled to work. A copy of the summons must be presented to the Human Resource Department as soon as the summons is received. The employee must notify the scheduler of his/her availability to report for work on any day or partial day of at least four hours when services are not required by the court. The employee is required to report for work on the next scheduled day following the conclusion of the close of his/her jury duty. For the first ten days of jury duty, the employee will be paid for the scheduled hours not worked while on jury duty at their regular pay for up to eight hours per day at regular wages. Employees are entitled to retain all fees received for serving on jury duty.

ARTICLE 23 - MILEAGE REIMBURSEMENT AND TRAVEL TIME

Section 23.1 **Mileage Reimbursement.** Regionalized employees assigned to bloodmobiles or pick-up points shall be entitled to mileage reimbursement at the IRS standard rate when using their personal vehicle for miles in excess of 50 miles for the round trip, provided they meet insurance standards required for reimbursement. Standard mileage allotments from assigned regional bases to established mobile sites will be maintained by the Scheduler. On an

annual basis, each employee may elect to have mileage based upon standard mileage allotments from assigned regional bases to established mobile sites or based upon mileage as computed by “Mapquest” from their residence to established mobile sites. If an Employee elects Mapquest, he/she shall be responsible for providing the Region with copies of the Mapquest printouts in order to verify their reimbursement requests.

Section 23.2 **Travel Time.** Regionalized employees assigned to bloodmobiles will be entitled to travel time at their normal hourly rate after they have traveled for thirty (30) minutes from their assigned regional bases. Employees who elect mileage from their residence based upon “Mapquest” in accordance with Section 23.1 shall also have travel time from their residence based upon “Mapquest” travel time. Under normal circumstances, they will be entitled to the same paid travel time for the return trip. A CS-I or other employee assigned to drive a Red Cross vehicle will be paid travel time beginning with the time they pick up the vehicle. Employees transported in Red Cross vehicles will be paid travel time at their pay rate for all time in transit.

Section 23.3 **Special Call Out.** On those occasions when an employee is called out to a bloodmobile in progress, he/she shall receive travel time and mileage reimbursement door to door, provided he/she meets insurance standards required for reimbursement.

Section 23.4 **Overnight.** On those occasions when employees are assigned to bloodmobiles which involve overnight lodging, they shall be entitled to reimbursement for meals up to \$30 per night upon presentation of supporting receipts. Employees shall receive bonus pay of \$25.00 per night *for each night of overnight lodging required.*

Section 23.5 **DOT**. No employee who is not qualified shall be required to drive a D.O.T. regulated vehicle. In the unlikely event it becomes necessary for the Region to require staff other than CSIs to become D.O.T. qualified, the employer shall first solicit volunteers for such qualification and shall pay all associated expenses. Any employees required to be D.O.T. qualified shall have qualification physicals paid for by the employer, and be paid one (1) hour straight time to take the physical excluding pre-employment physicals. D.O.T. qualified CSIs shall not be forced to learn phlebotomy skills.

ARTICLE 24 - HEALTH BENEFITS

Section 24.1 **Medical Insurance**. *Blood Services will provide the same health benefits and post-retirement health benefits for employees and their dependents, under the same conditions and with the same employee contributions as for non-represented employees in the Greater Alleghenies Region. It is understood that Blood Services may change group insurance providers during the life of this Agreement. It is further agreed that any changes or amendments to the plan(s) automatically apply to the bargaining unit to the same extent that such changes or amendments apply to the non-bargaining unit employees in the Greater Alleghenies Region.*

(a) *If a full-time employee's spouse/domestic partner is eligible for medical benefits through the employer of the spouse/domestic partner, but the employee nonetheless elects to cover the spouse/domestic partner through a medical plan provided by Blood Services, then the employee will pay an additional \$100 per month in premiums for those medical benefits.*

(b) *Without in any way limiting the foregoing provisions, the parties specifically agree as follows:*

- i. *The current EPO Plan will no longer 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 full-time employee premium share percentage of 10% for “employee only” coverage 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 Committee. The American Red Cross (“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 these actual costs.

- v. *In no event shall full-time 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.*
- vi. *The My Choice Program premium increases for 2013 and/or 2014, if any, will be the lesser of the actual cost increase or 10% over the employee premium share for the same plan and coverage tier in the prior year.*
- vii. *Parties are willing to explore a possible HMO.*

Section 24.2 Miscellaneous Insurance and Retirement Benefits.

The bargaining unit employees will participate in the Retirement System of the American National Red Cross, and the American National Red Cross 401(k) Savings Plan and receive life insurance, dental, vision, long-term and short-term disability benefits, all as amended or modified from time to time at the sole discretion of the American National Red Cross under the same terms and conditions as the non-bargaining unit employees. The parties agree that any changes or amendments to the plans or benefits automatically apply to the bargaining unit employees to the same extent that such changes or amendments apply to non-bargaining unit employees.

Section 24.3 *The Red Cross National Benefit Office shall provide to the CWA in the beginning of each calendar year, the most recent copy available of the Benefit Plans (including Summary Plan descriptions) which provide benefits for bargaining unit employees, including, but not limited to, medical insurance, dental insurance, vision insurance, long-term disability insurance, short-term disability insurance, life insurance, accidental death and dismemberment and supplemental life as identified in Article 24 of the collective bargaining agreement*

Section 24.4 *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 a national representative designated by CWA (Johnstown) committee, will provide input on various benefit issues.*

ARTICLE 25 - EMPLOYEE ASSISTANCE PROGRAM

Section 25.1 The Employee Assistance Program (EAP) is established to provide confidential counseling for all employees and their immediate families with problems concerning physical illness, mental or emotional illness, financial, marital, or family stress, alcohol or drug abuse, legal problems, or other concerns. Employees who have a problem which they feel may affect work performance are encouraged to voluntarily seek counseling and information on a confidential basis by contacting the EAP. The details of this coverage are set forth in a separate brochure available through the Human Resources office. The employer reserves the right to change providers at its discretion.

Section 25.2 On occasion, employees who are experiencing job performance difficulties may be referred to the EAP by their supervisor. Employees referred to the program by their supervisor may be required to secure medical, rehabilitative counseling or other services

as may be necessary to resolve their problem. It will be the responsibility of the employee to comply with the referrals for assessment of his/her problem and to cooperate and follow the recommendation of the diagnostician or counseling agent. An employee's refusal to accept referral, diagnosis and/or treatment will be handled by dealing with the job performance problem according to normal disciplinary procedures.

ARTICLE 26 – WORKERS' COMPENSATION.

Workers' compensation coverage shall be provided to all employees in accordance with applicable state law. In the event an employee is unable to work and alleges that disability is due to a work related illness or injury, the employee shall continue to receive up to eight hours pay at his/her normal rate of pay for actual scheduled days missed during the first seven calendar days of disability. If the disability is determined to be compensable under workers' compensation, then such salary continuance shall be considered payment in lieu of workers' compensation for the seven day period. However, if such disability is determined to not be work related, then such days shall be charged as PTO days. If PTO is not available, the Employer may request reimbursement of all payments advanced and/or withhold such amounts from the employees payroll check once they have returned to work.

ARTICLE 27 - TUITION ASSISTANCE

Section 27.1 Full-time and part-time employees who have completed two (2) full years of employment shall be eligible to apply for tuition assistance. Approval will be based upon fulfillment of all of the following requirements:

- a. A satisfactory job performance rating and no prior discipline for at least six (6) months;

- b. Timely application filed in accordance with the following timetable.

<u>Classes Begin</u>	<u>Application Deadline</u>
May 1 – August 15	March 15
August 16 – December 31	June 15
January 1 – April 30	November 15

Section 27.2 All requests for assistance are dependent upon regional budgetary allocations for that term. Courses must be deemed by the Employer to be applicable to current or anticipated job responsibilities. Courses for career goals that are consistent with organizational goals and objectives will receive priority.

Section 27.3 Reimbursement is for tuition only and in accordance with the following schedule. Maximum limits shall be determined as of the date of approval. Employees having received disciplinary action during the semester must work six months discipline-free before reimbursement is paid.

% Reimbursed for grade earned
 A = 100% reimbursement
 B = 85% reimbursement
 C = 70% reimbursement

Undergraduate courses:
 Maximum of \$3,000/fiscal year for full-time employees with 2+ yrs. of service
 Maximum of \$1,500/fiscal year for part-time employees with 2+ yrs. of service

Graduate courses:
 Maximum of \$4,500/fiscal year for full-time employees with 2+ yrs. of service
 Maximum of \$2,200/fiscal year for part-time employees with 2+ yrs. of service

ARTICLE 28 - UNIFORMS, LICENSES AND TRAINING

Section 28.1 **Uniforms.** Employees are expected to *wear the uniforms provided by the Region* or specified *and approved* uniform/attire consistent with their positions

during regular working hours. Clothing or uniforms must be clean, appropriately sized, and pressed as necessary.

Section 28.2 **Licenses.** Each employee who is required by the Region to have an out-of-state nursing license in order to perform his/her job will be reimbursed by the employer for those out-of-state licenses.

Section 28.3

(a) **Training.** Courses, or recertification required by the Region as part of an employee's existing job shall be provided by the Region.

(b) *In the event full-day classroom training is conducted, it shall normally be scheduled in an 8-hour shift which will include a one-half hour unpaid lunch and two 15-minute paid breaks. If the training exceeds 8 hours, employees shall receive an additional 15-minute paid break. If the training exceeds 12 hours, employees shall receive an additional 15-minute paid break.*

Section 28.4 **Mentor Program.** The parties agree that the Mentor Program initiated in May of 2005 shall continue. Management shall continue to select participants subject only to advance notification to the union and discussion of any selections that may be an issue for the union. However, the union agrees that Mentor Program selectees that are not in question may proceed as Mentors even if some other selections are not resolved. Employees selected as Mentors shall be paid an additional seventy-five cents (75¢) per hour for all hours actually worked as Mentors. Assignment of Mentors shall be rotated to the extent practicable among Mentors within the Collection Department zone in which the Mentor and person being mentored is located. Mentors from other zones may also be assigned in those instances when there are insufficient Mentors for the number of employees being mentored within a given zone.

ARTICLE 29 - RETIREMENT AND SAVINGS PLAN

Section 29.1 Pension. Employees will be enrolled in the Retirement System of the American National Red Cross on the first day of the month following completion of one year of service. Vesting, retirement options and retirement benefits are fully set forth in a separate summary plan description which is incorporated herein by reference. Any and all amendments to the Retirement System adopted subsequent to the effective date of this contract are also incorporated herein and shall become part of this agreement.

Section 29.2 Tax Deferred Annuities. Employees voluntarily may establish and make voluntary contributions to existing tax-deferred annuities available through payroll deduction. The annuity plan has been established in accordance with Section 403(b) of the Internal Revenue Code which allows for deferral of federal income taxes on contributions to the plan and plan earnings. Participation is voluntary and in accordance with each plans rules and regulations which may be modified from time to time. Further information about available plans is set forth in a separate Tax Deferred Annuity Handbook.

Section 29.3 401(k) Retirement Savings Plan. Employees may make voluntary contributions to the American Red Cross 401(k) Savings Plan through payroll deduction. Payroll contributions qualify for deferral of federal income tax in accordance with Section 401(k) of the Internal Revenue Code and no federal income tax is payable for as long as they remain invested in the Plan. Plan rules and regulations are determined by American Red Cross National Headquarters and may be modified from time to time *in the sole discretion of the American Red Cross National Headquarters.*

Section 29.4 Flexible Spending Accounts. Employees may voluntarily establish and make voluntary contributions to Flexible Savings Accounts. Contributions will be

deducted from each paycheck in equal amounts throughout the year. The "Health Care Spending Account" allows employees to set aside money on a before-tax basis to pay for healthcare expenses incurred by the employee or eligible dependents. Each employee may contribute up to \$5,000. to their Health Care Spending Account each year. The "Dependent Care Spending Account" allows employees to set aside money on a before-tax basis to pay for dependent care expenses. Each employee can contribute up to \$5,000. per year to their Dependent Care Spending Account. Qualifying expenses include child care for children under age 13 by babysitters, nursery schools, preschools or day care centers. They also include in-home services performed by a full-time, hire-in housekeeper who cares for qualified individuals. Both Health Care Spending Accounts and Dependent Care Spending Accounts are subject to IRS restrictions.

ARTICLE 30 - SEVERANCE

Section 30.1 **Severance.** Full-time and part-time employees who are terminated due to job elimination or layoff in excess of six (6) months shall be eligible for severance pay.

A minimum of twenty-one (21) calendar day notice shall be provided to affected employees. If the twenty-one (21) calendar day notice is not provided, employees will be compensated for the time between the actual notification and the twenty-one (21) day notice period.

Section 30.2 Severance pay will be based on the length of continuous full-time and/or part-time American Red Cross employment (excluding volunteer service), and where severance pay has not been previously provided. Service with any American Red Cross affiliate which has been the basis for payment of prior severance shall not be credited for purposes of determining length of service under this severance policy.

Severance pay will include the entire length of service for re-employed veterans and absences covered under the Family and Medical Leave Act. If there is more than a thirty (30) day break in service, excluding approved leave taken under the Family and Medical Leave Act (FMLA) or for active military duty, that period of time will be deducted from the employee's total length of service for severance purposes.

Section 30.3 Severance pay is exclusive of overtime pay, shift differential pay, bonus, commission, or any other premium pay consideration.

Section 30.4 Eligibility for severance payment is contingent upon a signed and executed settlement and release agreement. Severance pay will not be granted for:

- (a) Voluntary resignation including retirement;
- (b) Involuntary termination for disciplinary or performance reasons.

Section 30.5 Severance pay will consist of one week of pay for each full year of full-time employment up to a maximum of twenty-six (26) weeks. Severance pay will cease if the employee breaches the terms of the Settlement Agreement and Release or the employee is re-employed within the American Red Cross while receiving severance.

ARTICLE 31 - RESTRICTED DUTY

Section 31.1 **Restricted Duty Jobs.** The Employer and Union recognize that, from time to time, employees may be unable to perform the essential functions of their regular job due to injury or disease. In order to provide temporary gainful employment to these individuals, the Employer may create restricted duty jobs. These temporary jobs may be filled only by employees who are subject to work restrictions as a result of injury or disease.

Section 31.2 **Creation and Elimination.** The right to determine whether or not to create or eliminate temporary restricted duty jobs and the assignment of eligible

employees to fill such jobs shall be vested exclusively in Management. Such temporary jobs shall not be filled in accordance with the posting, bidding and bumping provisions of Articles 13 and 14.

Section 31.3 **Fringe Benefits.** The level of contractual economic fringe benefits available to restricted duty employees shall be determined in the same manner as for all other employees.

Section 31.4 **Rate of Pay.** The hourly pay rate shall be determined by comparison to regular jobs having the greatest similarity to the restricted duty job. Because these jobs by definition will require less strenuous effort than that required by regular jobs, it is agreed that the temporary restricted duty job will pay the base rate of the most comparable regular job.

Section 31.5 **Return To Regular Job.** Employees in temporary restricted duty jobs shall be returned to their regular jobs at such time as they are medically certified as capable of performing the essential functions of said job. Return shall be accomplished within a two-week period of the Employer's receipt of the requisite medical certification.

Section 31.6 **Exclusions.** Article 14, Section 14.3 of this Contract shall not apply to employees on restricted duty and such employees may not exercise any rights under said Section.

ARTICLE 32 - CONTRACTING

Section 32.1 The employees 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 32.2 The employer shall notify the Union in writing ten (10) days prior to the effective date of any agreement for the subcontracting of bargaining unit work if subcontracting will result in the layoff or termination of bargaining unit employees.

ARTICLE 33 - WAGES

Section 33.1 **Starting Rates.** New hires will start at no less than the hourly rates set forth below for each job classification. However, the employer may hire employees at higher rates when deemed appropriate.

	Starting Rates		
	<i>10/08/11</i>	<i>10/08/12</i>	<i>10/08/13</i>
<i>CS I</i>	<i>\$11.56</i>	<i>\$11.88</i>	<i>\$12.23</i>
<i>Phlebotomist</i>	<i>\$11.64</i>	<i>\$11.96</i>	<i>\$12.32</i>
<i>CS I/SCU</i>	<i>\$11.76</i>	<i>\$12.09</i>	<i>\$12.45</i>
<i>Phlebotomist A/C</i>	<i>\$12.53</i>	<i>\$12.87</i>	<i>\$13.26</i>
<i>CS II</i>	<i>\$13.38</i>	<i>\$13.75</i>	<i>\$14.16</i>
<i>CS II LPN</i>	<i>\$13.98</i>	<i>\$14.37</i>	<i>\$14.80</i>
<i>CS II A/C</i>	<i>\$14.21</i>	<i>\$14.60</i>	<i>\$15.04</i>
<i>CS II LPN A/C</i>	<i>\$14.82</i>	<i>\$15.22</i>	<i>\$15.68</i>

An employee successfully bidding to a job with a current starting rate equal to, or higher, than the current starting rate of the employee's present job will receive the difference in start rates between his/her old and new jobs added to his/her current rate. An employee bidding to a job with a current starting rate lower than the current starting rate of the employee's present job will have the difference in start rates between his/her old job and new jobs, subtracted from his/her current rate. In either event, if such new rate is above the maximum rate for his/her new job, the rate shall be reduced to the maximum rate.

Section 33.2 **General Wage Increases.**

(a) The General wage increase for all job classifications effective *the first day of the first payroll period beginning after October 10, 2011 shall be 2.75%.*

The General wage increase for all job classifications effective *the first day of the first payroll period beginning after October 10, 2012 shall be 2.75%.*

The General wage increase for all job classifications effective the first day of the first payroll period beginning after October 10, 2013 shall be 3%.

(b) A lump sum of \$400 shall be payable to all employees who have completed their probationary periods on the first pay day following *December 15, 2011 either as a regular check or a contribution to the employees' HSA Account.*

(c) *State College, PA and Winchester, VA employees shall receive annual wage increases one-half percent (½%) less than described in Paragraph (a) herein.*

(d) All Employees who have completed their provisional period shall be entitled to .375% merit increase beginning with the first full pay period after Jan. 15, April 15, July 15 and October 15 of each calendar year if the Region meets or exceeds its collection goal for the immediately preceding calendar quarter.

Units counted for purposes of reaching goal include all allogeneic, autologous, directed and automated red cell units. All apheresis and "QNS" units are excluded. The goal for the 2007 fiscal year is 241,122 units. The goal for the *2011, 2012, 2013 and 2014* fiscal years shall be determined by the National American Red Cross in the second calendar quarter of each year, and provided in writing to the CWA Local 13000, Unit President.

The CWA Local 13000 Unit President will be notified in writing by the 15th of the month following the end of each quarter of the total amount of collected units for the quarter.

Employees who are unable to participate fully in the merit increases provided for in this section because their hourly wage reaches or is at the maximum pay rate for the classification to which they are assigned, shall receive a lump sum payment equivalent to the percentage increase due other employees or their unrealized portion of that percentage.

Section 33.3 **Maximum Hourly Rates.** Each Classification shall have established a maximum hourly rate. Once an employee's hourly wage reaches the maximum of the classification to which they are assigned, it will not rise higher under any circumstances. However, such employees shall receive a lump sum payment equivalent to the percentage increase due other employees. The lump sum computation shall be based upon the employee's annual base pay, exclusive of overtime and other premiums. The maximum hourly rates in effect for the duration of the contract are as follows:

	<u>Maximum Hourly Rate</u>		
	<u>10/22/11</u>	<u>10/22/12</u>	<u>10/22/13</u>
<i>CS I</i>	<i>\$13.94</i>	<i>\$14.33</i>	<i>\$14.76</i>
<i>Phlebotomist</i>	<i>\$13.75</i>	<i>\$14.13</i>	<i>\$14.55</i>
<i>CS I/SCU</i>	<i>\$14.45</i>	<i>\$14.84</i>	<i>\$15.29</i>
<i>Phlebotomist A/C</i>	<i>\$14.39</i>	<i>\$14.78</i>	<i>\$15.22</i>
<i>CS II</i>	<i>\$17.14</i>	<i>\$17.61</i>	<i>\$18.14</i>
<i>CS II LPN</i>	<i>\$17.96</i>	<i>\$18.45</i>	<i>\$19.01</i>
<i>CS II A/C</i>	<i>\$17.14</i>	<i>\$17.61</i>	<i>\$18.14</i>
<i>CS II LPN A/C</i>	<i>\$17.96</i>	<i>\$18.45</i>	<i>\$19.01</i>

Section 33.4 **Training Premium.** Employees who are or agree to become certified Trainers must maintain their certification and agree to train as assigned for the duration of the Contract. Such employees shall receive an hourly premium of one dollar and fifty cents (\$1.50) per hour for all time spent training other employees.

Section 33.5 **Shift Differential.** Employees who work on bloodmobiles involving donor hours scheduled between 5:59 p.m. and 11:59 p.m. shall be entitled to a shift

differential of fifty-five cents (55¢) per hour for all hours worked after 3:00 p.m. Staff who do not qualify for the thirty dollar (\$30.00) meal reimbursement for overnight lodging (Section 23.4) shall be entitled to a shift differential of ninety-five cents (95¢) per hour for all hours worked, including travel time, between 12:00 midnight and 5:00 a.m.

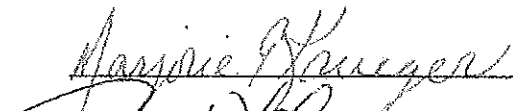
ARTICLE 34 - TERMINATION OF AGREEMENT

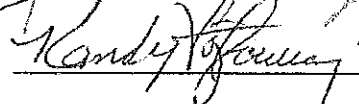
Section 34.1 This agreement shall become effective as of *October 10, 2011* and shall remain in effect up to and including *October 10, 2014* and from year to year thereafter unless either party gives notice of its desire to terminate this agreement at least ninety (90) days prior to December 14, 2009, or ninety (90) days prior to the end of any subsequent yearly period.

Section 34.2 The Union agrees to provide the Region with a twenty (20) day strike notice in the event that contract negotiations for a new Collective Bargaining Agreement have not concluded by the Contract expiration date of *October 10, 2014*. Such notice shall be given in accordance with and subject to the same requirements as the ten-day notice required under the National Labor Relations Act. The Union pledges that it will not engage in any strike or other interruption of work as detailed in Section 8.1 of the Contract until expiration of the twenty (20) day strike notice.

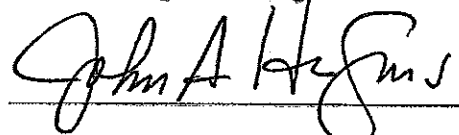
Signed this _____ day of _____, 2011.

Communications Workers
of America, AFL-CIO





American Red Cross Blood Services,
Greater Alleghenies Region



ADDENDA

1. Clarification of Collection Specialist I (formerly Phlebotomist) to Specialist I, Collections (formerly CSII) Training Agreement

a. *Current Phlebotomist (now CT II) with one (1) year of employment as a Phlebotomist shall have the option to be trained as a CSII (now Specialist I, Collections) upon ratification of this contract.*

b. *Phlebotomists (now CT II), hired after October 10, 2011, shall be trained as a CSI after the completion of one (1) year employment as a CT II (formerly known as the position of phlebotomist).*

c. *CT II's who are to be trained as a CSI shall be paid CSI rate during training. Once training is completed, specific job assignment shall be subject to Section 13.3 of the labor contract.*

As of the ratification of this contract, employees who are initially hired to perform only one set of skills (health history or phlebotomy) will be hired as a Collection Technician I. After successful completion of his/her provisional period (including any applicable extensions), she/he will be promoted to a Collection Technician II. After six additional months of successful employment as a CT II she/he shall be trained as a CS I.

2. Request for Non-Scheduled Days

On or before the tenth (10th) day of the preceding month, employees may request one non-scheduled weekend and one non-scheduled weekday for the following month.

Every employee will have one request for a weekend honored each month. If operations and conflicting requests preclude accommodating all requests for a given weekend, requests will

be granted in the order received and those denied will be given their alternative selection assuming they have made one.

Requests for non-scheduled weekdays will be honored whenever operations and conflicting scheduling requests permit. Requests will be granted in the order received and those denied will be given their alternative selection subject to the same operational and scheduling considerations.

COLLECTIONS ATTENDANCE POLICY

The American Red Cross Blood Services, Greater Alleghenies Region, expects employees to consistently work the hours scheduled for their position. It is equally important for employees to arrive at their jobs at the designated starting time and remain at work until the designated quitting time.

Every single job is vital to the overall success of the Region. When employees fail to take this fact seriously, time-consuming rescheduling and costly replacements are often necessary to maintain continuity of operations.

Frequent and unexcused absences are undesirable because they affect not only the organization's operations but also the way in which fellow employees are able to do their jobs. Therefore, as a condition of employment, each employee is responsible for being present every scheduled workday during the scheduled work hours.

The Region's attendance policy addresses the number and type of occasions during which an employee is absent from work, including call off s. Employees whose attendance does not meet the criteria of the employer will be assigned points in accordance with this policy. The employee's attendance record will be discussed with the employee and action taken in

accordance with the policy/contractual progressive disciplinary policy. Points may be reduced in accordance with the point reduction plan.

DEFINITIONS:

- 1.) **Call off** – Leave which is taken without prior request and pre-approval.
- 2.) **Call off event** – A call off which results in the need to miss one or more consecutive days of work for the same reason.
- 3.) **Tardiness** – Failure to be at the assigned work location/pick up spot within five (5) minutes of the designated starting time without prior management approval.
- 4.) **Early departure** – Leaving the work area/bloodmobile prior to the designated quitting time.
- 5.) **Failure to report** – Absence without providing any notification for the duration of the work shift.
- 6.) **Call off procedure** – The procedure by which staff calls off. Specifically, it must be done by 11:00 p.m. for all designated departure times prior to 12 noon the following day and at least four hours prior to any other designated departure time. FMLA related call off must conform to the foregoing unless the FMLA protected reason for absence was unknown prior to the designated call off times. In such instances, call off must occur as soon as practicable after the employee becomes aware of the FMLA protected need for call off.

In the case of a medical or family emergency or receiving prior supervisory approval, the employee will not be assessed points. Management retains the sole and exclusive right to

determine what constitutes a medical or family emergency and to require acceptable verification on a case by case basis.

In the event an absence is covered under workers compensation and/or the Family Medical Leave Act (FMLA), no points will be assessed at any time nor will such absence be considered a call off event. However, employees must still follow the call off procedure.

Points will not be assessed for any weather related absence when conditions result in cancellation of 65% or more of the scheduled Regional Mobile Operations.

Employees may reduce accumulated points by a maximum of one point for each separate period of three (3) consecutive months worked without an accumulation of points. Total points will not be reduced below zero.

It is the personal responsibility of each employee to be on the job, on time, every scheduled workday.

Giving false information to explain any absence will be considered cause for immediate termination of employment.

Leaving the facility/site without permission may be cause for immediate termination in the sole discretion of management.

POINT SYSTEM

Appropriate counseling and progressive discipline begins when an employee accumulates a total of two (2) points within any rolling twelve-month period. The following is the chronology of events to be followed:

2 points	Written warning
4 points	Three day suspension without pay

6 points

Termination

Points will be assigned based on the type of offense in accordance with the following schedule:

Failure to report 2 points for each occurrence

Call off event when the employee has 0 points
no more than three (3) such call off
events within the prior twelve (12)
months.

Call off event when the employee has 1 point for each event
more than three (3) call off events
within the prior twelve (12/months) or
on a holiday.

Failure to follow the call off procedure ½ point for each occurrence
for any absence other than those
covered under FMLA and/or workers
compensation.

Failure to follow the call off procedure ½ point each
for any absence covered by workers
compensation and/or FMLA.

Tardiness or early departure without prior management approval. ½ point each

Failure to give employer appropriate notice for leaves of absence other than E.T.O. 1 point each

No points will be assessed for the first three call off events within the prior twelve (12) month period unless the employee fails to follow the call off procedure. Following the third call off event within a twelve (12) month period, the employee will be notified that the next call off may subject them to points.

In the event multiple offenses have been committed, no more than two (2) points will be assigned. For example, if a call off has been made AND the call off policy was violated, two points may be assessed if the employee has more than three (3) call off events within the prior twelve (12) months. Furthermore, since failure to follow the call off procedure specifically violates the collective bargaining agreement, the union will be notified.

Points may not be assessed in situations where extenuating circumstances prevented proper notification to avoid attendance policy violations. These determinations will be at the sole discretion of the department director.

Grievance Form

COMMUNICATIONS WORKERS OF AMERICA

LOCAL 13000, AFL-CIO

AMERICAN RED CROSS BLOOD SERVICES, GREATER ALLEGHENIES REGION

GRIEVANCE FORM

Name of Grievant: _____ Department: _____

Union Representatives: _____ Supervisor: _____

Date of Grievance: _____

STEP 1

Date Written Grievance Filed: _____

Contract Violation: Article _____ Section _____

Statement of Grievance: _____

Relief Sought: _____

Meeting With Director or Designee Scheduled On: Date: _____ Time: _____

Meeting Held On: Date: _____ Time: _____

Director or Designee's Response: _____

Union Rep's Initials: _____ Director or Designee's Initials: _____

Disposition of Grievance: Settled: Yes / No Appealed to Step 2 _____

STEP 2

Union Request for Meeting with HR Director or Designee Submitted: Date: _____

Date of Meeting: _____ Time: _____

Answer of HR Director or Designee: _____

Date: _____ HR Director or Designee's Signature: _____

Settled: Yes / No Date: _____

Union Rep's Initials: _____ H.R. Director or Designee's Initials: _____

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