

COLLECTIVE BARGAINING AGREEMENT

Between

**AMERICAN RED CROSS BLOOD SERVICES,
NORTHERN NEW ENGLAND REGION (MANCHESTER)**

and

**INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW),
AFL-CIO AND ITS LOCAL #2322**

October 1, 2018 to

September 30, 2021

AGREEMENT

This Agreement is made and entered by and between the American Red Cross Blood Services, Northern New England Region (hereinafter referred to as the "Region") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local 2322 (hereinafter referred to as the "Union").

Article 1 - Intent of Agreement

The parties recognize that it is the responsibility of the Region to provide a continuous program of vital services essential to the health, safety and welfare of the people served by the Region. The intent of this Agreement is to: assure that these services are rendered economically, efficiently and without interference or interruption in a work environment that fosters mutual respect in a professional atmosphere; provide harmonious relationships between the Region and the Union and provide fair and equitable rates of pay, hours of work, benefits, working conditions and other conditions of employment. To these ends, the parties mutually enter into this Agreement, which sets forth the terms and conditions of employment of employees covered by this Agreement, and provides peaceful means for the adjustment of differences with respect to the interpretation or application of this Agreement.

Article 2 - Union Recognition

Pursuant to the certification of the National Labor Relations Board in Case No. 1-RC-22028 on September 5, 2006, the Region recognizes the Union as the sole collective bargaining representative for all full-time and regular part-time collection technicians II, collection technicians III, collection specialists I, collection specialists II, mobile unit assistants I, mobile unit assistants II and technician instructors employed by the Region at its Manchester, New Hampshire facility, excluding all other employees, confidential employees, professional employees, guards and supervisors as defined in the National Labor Relations Act.

Article 3 - Management Rights

Section 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 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 and layoff employees; to set the standards of productivity and the services to be rendered; to determine an employee's ability to perform assigned work in a satisfactory manner; 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 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 require employees to submit to drug and/or alcohol tests and/or criminal background checks and/or driving record checks as requested by the Region; to establish new job classifications and

to determine job content; to control and regulate the use of machinery, facilities, equipment and other property of the Region; to introduce new or improved service, testing and maintenance methods, materials, machinery and equipment; to issue, amend and revise policies, 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 will meet and discuss with the Union concerning closing down or relocating the Region's operations or any part thereof, or expanding, reducing, combining, transferring, or ceasing any job, department, operation or service that relates to the work of the bargaining unit.

The Region's failure to exercise any right, 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 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. [Except as modified by the National Addendum]

Section 3 Supervisors (and volunteers) may perform bargaining unit work in the circumstances outlined in Article 9, Section 3(A) and Section 8 of the National Addendum.

Section 4. The Region shall have the right to subcontract work in a manner consistent with its past practices and when members of the bargaining unit do not have the skill and ability to perform the work. Otherwise, the Region will not subcontract work unless subcontracting does not result in layoff of any bargaining unit employee (i.e., any employees whose jobs were eliminated being offered other jobs within the Region).

Article 4 - Union Dues and Fees

All employees shall, as a condition of employment, become and remain a member of the Union or an agency fee payer on the thirty-first (31st) day following the effective date of this Agreement or the thirty-first (31st) day following the employee's date of employment, whichever is later.

During the term of this Agreement, the Region agrees to deduct the regular periodic union dues, agency fees and initiation fees uniformly required as a condition of employment once each pay period from the wages of each employee required to pay such dues or fees under the terms of this Agreement when the employee has provided the Region a voluntary individual written authorization signed by the employee to make such deductions. Initiation fees may be deducted in two equal monthly payments at the request of the Union.

Such deductions when authorized shall be made from the net wages due a member for each pay period as determined by the Region, and shall be transmitted to the Union's office monthly no later than twenty (20) days following the end of the month in which such deductions were made. In the event a member either has no wages or the net amount of wages due for the pay period is less than the

portion due of the Union's monthly dues/agency fees, the employee will have to make arrangements directly with the Union for the payment of dues/agency fees for that month.

The Union agrees to indemnify, defend and hold the Region harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken or not taken by the Region in complying with this Article, including making payroll deductions of Union members or terminating employees.

Article 5 - Prohibition of Discrimination, Sexual and Other Prohibited Harassment

Section 1. Neither the Region nor the Union will discriminate against any employee because of the employee's serving in the National Guard or Reserves. Any employee who believes that he/she had been subjected to discrimination, or other prohibited harassment should immediately report such conduct under the reporting procedures in the Region's harassment policy. All bargaining unit employees are covered by the non-discrimination clause in Article 4 of the National Addendum.

Section 2. There shall be no discrimination against an employee based on his/her activity in the Union.

Article 6 - Definition of Employee

The definition of Employment Categories is set forth in Article 5 of the National Addendum; however, per the National Addendum, the definition of full time employees under this Agreement shall continue to be those employees classified as full time and who are regularly scheduled to work 35 hours or more per week. Notwithstanding the above, an employee's eligibility for benefits is controlled by the relevant benefits provisions in the National Addendum.

Section 1. Regular full-time employees shall be defined as those employees who are regularly authorized to work 35 hours per week or more. Regular full-time employees shall be entitled to all benefits set forth in this Agreement.

Section 2. deleted

Section 3. deleted

Section 4. Per diem employees shall be defined as those employees who are not regular full-time, regular part-time nor temporary employees, who are available to work for the Region indefinitely on an "as-needed" basis. The following provisions of this Agreement do not apply to per diem employees: Article 3 Section 1 and Article 11 Section 2 and 3 to the extent they reference the requirement of cause for reprimand, suspension, discharge or other discipline; Article 3 Section 4 to the extent it limits layoffs of employees; Article 7 Sections 1 and 2; Article 10; Article 16 Sections 2-8; Article 17 Sections 1, 4 and 5; and Article 18 Sections 2 and 4 to the extent they reference ETO.

Article 7 - Seniority

Section 1. Layoffs will be by job classification. In the event of a layoff, employees will be selected by inverse order of length of service with the Region. Recalls from layoff will be based on recalling the most senior person on layoff in the job classification based on length of service with the Region.

Section 2. Employees will lose all seniority rights for any of the following reasons:

- (a) Resignation or discharge;
- (b) Retirement;
- (c) Layoff for a period of eighteen (18) months or for a period equal to the employee's Region seniority, whichever is less;
- (d) Failure to return to work upon the expiration of any leave of absence or by accepting employment elsewhere during a leave of absence unless agreed to by the Region;
- (e) If the employee is absent for three (3) consecutive days and does not call out on any of those days, unless satisfactory reason for failure to call is given; or
- (f) Failure to notify the Region within five (5) days after a recall notice is delivered or failure to report to work within ten (10) days of such notice. Notice of recall will be sent by certified mail, hand delivery or overnight courier. It is the employee's responsibility to notify the Region promptly of any change in address.

Section 3. Probationary period. New employees will be on probation for the first six (6) months after hire or transfer from a non-bargaining unit position into a position in the bargaining unit. Upon satisfactory completion of the probationary period, seniority will be credited from the date of hire. During the probationary period, the Region may discipline or discharge the employee for any reason in the sole discretion of the Region and such action is not subject to the grievance or arbitration provisions of this Agreement.

Section 4. The term seniority when used in this Agreement means length of continuous service in the bargaining unit, except that, for employees hired before November 18, 2007, seniority means the employee's length of continuous service with the Region from the employee's most recent date of hire.

Section 5. The Region shall furnish the Union with an up-to-date Seniority List twice a year. The Region will also furnish the names of all new hires, transfers, promotions and terminations monthly. [See Article 6, Section 4(c) of the National Addendum]

Section 6. (a) Any employee who is permanently transferred to any position with the Region outside the bargaining unit shall retain all accumulated seniority up to the date of transfer, but shall not accumulate additional seniority. Employees who are temporarily transferred to such positions shall continue to accumulate seniority.

(b) In the event, any employee covered in (a) above is returned by the Region within the first ninety (90) days to the bargaining unit, such employee shall be returned to his/her former position. After ninety (90) days such employee may return to the bargaining unit by bidding on vacant positions.

Article 8 - Union Representatives and Solicitation

Section 1. The Region recognizes the right of the Union to designate a Union Committee composed of up to three (3) Representatives and up to three (3) alternates for the purpose of investigating and presenting grievances under this Agreement. The Union will furnish the Region with the name of the authorized Union Representatives and the alternates and shall notify the Region in writing of any changes thereto.

Section 2. If the Region requires the presence of a Union Representative during working hours, the Union Representative shall not lose pay as a result. Union Representatives shall obtain the permission of their supervisor before investigating or handling any grievances during work hours and such permission shall not be unreasonably withheld. When the Region permits the Union Representative to investigate or handle grievances during work hours, the Union Representative will be on the clock.

Section 3. [See Article 6, Section 4(a) of the National Addendum] Upon reasonable notice to and prior arrangement with the head of Human Resources or designee, the Region will grant designated Union officers and/or business agents access to the Region's Manchester facility during working hours, within the limitations set out below, to discuss grievances or problems arising under this Agreement with bargaining unit employees or management. Such visits shall not interfere with any employee's work or work assignments and may not occur in any area where donors or the public are present. Permission to meet with employees shall not be unreasonably withheld. When the Region permits a Union Representative to meet with a designated Union officer or business agent during work hours, the Union Representative will be on the clock.

Section 4. The unauthorized presence of an employee or a Union officer and/or business agent at a Region facility or operation is prohibited.

Section 5. No employee may engage in solicitation of any kind while either the employee who is soliciting is on working time or the employee(s) who is being solicited is on working time. No employee may distribute literature during working time. Working time does not include authorized periods of off-duty times such as mealtimes or breaks.

Section 6. The three (3) Union Representatives shall be the last employees to be laid off, irrespective of seniority, so long as the Representative is capable and qualified to perform the work.

Section 7. The Region will provide a Union bulletin board to be located at the Manchester facility at an agreed upon location that will be used exclusively for authorized Union notices. Notices may not contain statements that are critical of the American Red Cross, the Region or any of its employees. Nor may they contain political material or be of an offensive or inflammatory nature. Notices not posted in compliance with this Article may be removed by the Region. The Union will restrict its postings to the Union bulletin board and will not place or post any notice at any other place on the

premises of the Region or at any working site, except in employees' mailboxes, subject to the same restrictions set forth above.

Article 9 - Filling of Positions

Section 1. The Region will post notice of vacancies of all bargaining unit positions for seven (7) calendar days. To be eligible to apply for a posted position, unless the requirement is waived by the Head of Human Resources, an employee must not have received a written warning or a more serious disciplinary action within the past twelve (12) months before the date of the posting and must have been in his or her current position for at least six (6) months. The Region will consider written requests submitted by the end of the posting period and will fill vacancies based on its determination of which internal candidate is the best qualified candidate after considering the skill, ability, experience, performance, quality of work, conduct, adherence to regulations and attendance of all applicants. If applicants are relatively equally qualified based on the above criteria, then the most senior candidate will be selected. All applicants will be notified whether or not they have been awarded the position. If there is no qualified internal candidate, an external candidate may be selected.

Section 2. The Region will notify employees in the appropriate job classification of opportunities for training where there is an increase in wage or a premium associated with such function. The Region will consider written requests to participate in such training submitted by the deadline provided on the notice. The Region will select the necessary number of employees to participate in such training based on the criteria set forth in Section 1 of this Article. Employees who are not selected will be notified personally and provided a reason.

Article 10 - Discipline and Discharge

Section 1. The Region shall not discipline or discharge except for just cause.

Section 2. An employee may be discharged without notice for serious acts of misconduct, including, but not limited to, falsification of a record, theft, gross insubordination, assault, possession or use of drugs or alcohol or reporting to work under their influence, recklessness that causes a serious accident while on duty, failure to report a vehicular accident that causes property damage or personal injury, willful destruction or damage to Region or a sponsor's property or a serious violation of a regulatory or safety rule. Committing a serious act of misconduct shall constitute just cause for immediate discharge.

Section 3. In instances of other misconduct or unsatisfactory work performance, the Region shall have the right to impose discipline, including oral warning, written warning, suspension or discharge, for just cause. In all such instances of other misconduct or unsatisfactory work performance, an employee will be notified at least once before being subject to discharge, provided that the requisite notice is in the form of a final written warning or a suspension.

Article 11 - No Strikes - No Lockout Provisions

Section 1. In consideration of the Region's commitment as set forth in Section 5 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, interruption of work or any other interference with operations. The Union and its members further agree that during the term of this Agreement, or any period of extension, they will not boycott or do consumer hand-billing at any Red Cross location; at any sponsor location; or to any donor group or sponsor who has scheduled a blood drive(s) with the Red Cross.

Section 2. The failure or refusal on the part of any employee to comply with the provisions of this Agreement shall be cause for immediate discipline, including discharge. The failure or refusal by a 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 3. In any arbitration proceeding contesting discipline imposed on an employee under this Article, the arbitrator's jurisdiction shall be limited to determining whether any conduct prohibited in Section 1 occurred and whether the employee(s) whose discipline is the subject of arbitration in any manner engaged in conduct prohibited by Section 1. If the arbitrator finds that the employee(s) in any manner engaged in conduct prohibited by Section 1, the arbitrator shall deny the grievance(s) giving rise to the arbitration and shall have no authority to modify or alter the discipline imposed by the Region.

Section 4. Upon notice from the Region of employee's violation of Section 1, the Union within one (1) hour or as soon as reasonably possible but in no event more than one (1) day shall: publicly disavow such action; and go to the site of the work stoppage or other action to advise participants that the work stoppage or other action is unauthorized, in violation of the current labor agreements and direct that the participants return to work.

Section 5. In consideration of the Union's commitment as set forth in Section 1 of this Article, the Region shall not lock out employees.

Section 6. In the event of an alleged violation of Section 1 of this Article by the Union or violation of Section 5 of this Article by the Region, the Region or the Union, respectively, may institute expedited arbitration proceedings regarding such alleged violation of Section 1 or Section 5, respectively, by delivering notice thereof by hand delivery or facsimile to the Union or to the Region and to the American Arbitration Association. Immediately upon receipt of such written or facsimile notices, the American Arbitration Association shall appoint an arbitrator to hear the matter. The arbitrator shall determine the time and place of the hearing, give notice thereof by facsimile and hold the hearing within twenty-four (24) hours after the appointment.

The fees and other expenses of the arbitrator in connection with this expedited arbitration proceeding shall be shared equally by the Region and the Union. The failure of either party or any witnesses to attend the hearing as scheduled and noticed by the arbitrator shall not delay the hearing and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness were present. The sole issue at the hearing shall be whether a violation of Section 1 or Section 5 of this

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

If the arbitrator finds that a violation of Section 1 or Section 5 of this Article is occurring or has occurred, the arbitrator shall issue a cease and desist order with respect to such violation. The arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on the Region and the Union.

Section 7. In the event of an alleged violation of Section 1 or Section 5 of this Article to which Section 6 of this Article is applicable, the Region or the Union, respectively, may immediately apply to the United States District Court for the District of New Hampshire or any other court of competent jurisdiction for injunctive relief, including a temporary restraining order, prohibiting the continuation of such an alleged violation pending submission of the matter to arbitration and the issuance and enforcement of the arbitrator's order.

Section 8. In addition to any other remedy set forth in this Article, the Region, or Union, without submitting the issue of damages to arbitration, may institute, in any court of competent jurisdiction, an action against the other party for damages suffered as a result of conduct by the other party which constitutes a violation of this Article. The remedies set forth in this Article are not exclusive, and the Region or Union may pursue whatever other remedies are available at law or equity.

Article 12 - Grievance Procedure/Arbitration

Any complaints or disputes involving terms and conditions covered by the National Addendum, shall be governed by the national grievance and arbitration process in Article 21 of the National Addendum and not the local grievance procedure outlined below.

Section 1. A grievance is an allegation by an employee or the Union that the Region has violated an express provision of this Agreement. Before seeking to file a written grievance, employees are encouraged to discuss the situation with their supervisor to try to resolve any issue informally.

Section 2. Step One. A grievance shall be presented in writing by the shop steward to the immediate supervisor for adjustment within ten (10) calendar days following the day the grievant(s) either knew or had reason to know of the event giving rise to the grievance. The grievance will be submitted on a form provided or approved by the Region and it shall state the specific article alleged to have been violated. The supervisor shall answer in writing within seven (7) calendar days of receipt of the grievance.

Section 3. Step Two. Within five (5) calendar days of receiving an answer from the immediate supervisor (or within five (5) calendar days from the date the supervisor's response was due if the supervisor fails to provide a timely response at the first step), the shop steward may seek further adjustment by presenting a written grievance appeal to the Manchester Director or his/her designee.

The Manchester Director or his/her designee shall have a meeting with the steward, and the aggrieved party or parties if appropriate, at a time to be mutually agreed upon, before answering or adjusting the grievance. Such a meeting shall be scheduled within ten (10) calendar days from the date

of filing of the appeal. The Manchester Director or his/her designee will answer in writing within seven (7) calendar days of the meeting.

Section 4. Step Three. Within five (5) calendar days of receiving the step 2 answer (or within five (5) calendar days from the date the Manchester Director's response was due, if the Manchester Director fails to provide a timely response at the second step), the steward may seek further adjustment by appealing to the head of Human Resources or his/her designee, in writing. The head of Human Resources or his/her designee shall have a meeting with the Union at a time to be mutually agreed upon before answering or adjusting the grievance. Such a meeting shall be scheduled within ten (10) calendar days from the date of the filing of the appeal. The head of Human Resources or his/her designee will answer in writing within seven (7) calendar days of the meeting.

Section 5. Any grievance that is not presented or appealed within the time periods specified in this Article shall be forfeited and waived by the aggrieved party and the Union. The employer's failure to respond within the prescribed time periods at any step of the grievance procedure shall be deemed to be a denial of the grievance. All time limits may be extended by written agreement of the parties.

Section 6. Except as expressly stated to the contrary in this Agreement, the grievance and arbitration procedure of this Agreement shall be the sole and exclusive means available for resolving grievances arising under this Agreement.

Section 7. Any grievance that has been properly processed pursuant to the grievance procedure as set forth in this Article and has not been resolved at the conclusion thereof, may be referred to arbitration before the American Arbitration Association for resolution under the Labor Arbitration Rules then in effect by the Union filing a Demand for Arbitration with the American Arbitration Association and serving written notice upon the head of Human Resources of the Region, both within thirty (30) calendar days after the completion of Step Three of the grievance procedure. If the Union fails to file with the American Arbitration Association and/or serve such notice on the Region of its intent to arbitrate within the time limitation, the grievance shall be considered resolved on the basis of this Step Three answer. No individual employee shall have the right to invoke the arbitration procedure with regard to such grievance.

Section 8. The fees and expenses of the American Arbitration Association and the Arbitrator shall be born equally by the parties.

Section 9. The award of an Arbitrator hereunder shall be final, conclusive and binding upon the Region, the Union and the employees.

Section 10. The Arbitrator shall have jurisdiction only over grievances after the completion of the grievance procedure. He or she has no power to add to, subtract from or modify in any way the terms of this Agreement. The Arbitrator shall have no authority to award punitive or exemplary damages.

Section 11. 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.

Section 12. The Arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Region and the Union.

Article 13 - Hours of Work

Section 1. Deleted – see Article 14 of the National Addendum.

Section 2. Lunch Periods. The Employer shall provide meal periods and rest breaks to employees in accordance with Article 8 of the National Addendum.

Section 3. Rest Periods. The Employer shall provide meal periods and rest breaks to employees in accordance with Article 8 of the National Addendum.

Section 4. Scheduling. Employees may express fixed preferences in the areas of geographic location, specific drives, days of the week and starting time on a form supplied by the Region. Employees may request changes in their fixed preferences on a quarterly basis. If, in the future, the scheduling program used by the Region has the ability to do so, the Region will consider seniority as a factor in assigning staff who have the same preferences. The Region will assign staff as necessary to meet the Region's operational needs, giving consideration to preferences expressed by staff when practical. Once the weekly schedule of drives is posted, employees may switch shifts up to 48 hours in advance with other qualified employees with advance written permission from the Region, using the form supplied by the Region. [See also Article 10 of the National Addendum]

The Scheduling Department will contact employees, who are not already scheduled, by seniority, to fill needed roles based upon operational needs, including but not limited to, unplanned absences; or for any other reasons a drive is or becomes understaffed pursuant to the National Addendum Article 9, Sec.3; or to address issues that arise from the 45 45 45 initiative pursuant to the National Addendum Article 9, sec. 9. Employees shall be contacted regardless of whether he/she has worked fewer than ten (10) hours from their last hour worked; employees who elect to do so would waive turnaround time.
[See also Article 10 of the National Addendum]

Article 14 - Wages

Section 1. Wage Rates. The starting wage rates for each year of the contract will be increased in accordance with Article 13 of the National Addendum as follows:

	2018		2019		2020	
Mobile Unit Assistant I	\$14.42	\$19.29	\$14.71	\$19.68	\$15.01	\$20.07
Mobile Unit Assistant II	\$14.42	\$19.32	\$14.71	\$19.71	\$15.01	\$20.10
Collection Technician II	\$14.72	\$21.23	\$15.01	\$21.65	\$15.31	\$22.09
Collection Technician III	\$14.72	\$23.34	\$15.01	\$23.81	\$15.31	\$24.28
Collection Specialist I	\$14.72	\$27.05	\$15.01	\$27.59	\$15.31	\$28.14
Collection Specialist II	\$15.91	\$32.77	\$16.23	\$33.43	\$16.55	\$34.10
Technician Instructor	\$16.02	\$26.61	\$16.34	\$27.15	\$16.67	\$27.69

The Region will have the right to increase the minimum wage rates and to hire employees at higher wage rates if the Region determines that the employee's experience and/or education make it appropriate to do so.

Section 2. Wage Increases. [See National Addendum Article 13]

Section 3. Payroll Errors. Recognizing that from time to time calculation errors or omissions may occur, the Region will attempt to make corrections no later than the following paycheck once the error or omission is known to the Region. See Also Article 17 of the National Addendum

Article 15 - Other Wages

Section 1. No Pyramiding see Article 14, Section 3 of the National Addendum.

Section 2. Evening Differential. See National Addendum, Appendix B.

Section 3. Night Differential. Employees shall be paid the premium rate outlined in Appendix B of the National Addendum.

Section 4. Weekend Differential. See Appendix B of the National Addendum.

Section 5. Overnight Differential. Overnight differential in the amount of \$1.50 per hour will be paid to compensate employees for hours not worked that are spent overnight on Region business.

Section 6. Donor Center Differential. This premium was eliminated as determined by the process outlined in Article 14, Section 6 of the National Addendum.

Section 7. Apheresis Premium – see side letter agreement.

Section 8. Double Red Cell Premium – see side letter agreement.

Section 9. Training Premium. Training premium in the amount of \$16 per shift will be paid to employees in non-training job classifications for the period of time they are assigned by the Department Director to train another employee or employees. This premium shall continue, however, the premium for certified trainers is defined in the National Addendum Appendix B.

Section 10. Bus Premium. Eliminated as determined by the process outlined in Article 14, Section 6 of the National Addendum.

Section 11. Second Assignments. Eliminated as determined by the process outlined in Article 14, Section 6 of the National Addendum.

Section 12. Multiple Functions – see side letter agreement.

Section 13. Apheresis Bonus. Collection Specialists and Collection Specialist/LPNs working in Apheresis collections will receive a \$34 bonus on a Saturday, Sunday or holiday if the Manchester location reaches its Apheresis collections goal plus the split rate plus one (1) unit for the day.

Section 14. Cancellation of Assignment. If a drive is cancelled with fewer than twenty-four (24) hours' notice, employees assigned to work on that drive will be offered alternate work, which may be outside of their usual classification, or, if no alternate work is offered, the employees will be paid their scheduled, estimated hours for the cancelled drive. Employees who are offered alternate work outside their usual classification shall have the choice of accepting the alternate work offered or using PTO.

Section 15. Reporting Pay. An employee who reports to work, including to attend mandatory meetings or training sessions, at the request of the Region, on the employee's scheduled day off or more than three (3) hours before the employee is otherwise scheduled to report to work that day, will be paid for a minimum of three (3) hours. The employee may be assigned other work during those three (3) hours, including work outside the employee's regular classification.

Section 16. Meal Allowance. An employee who works more than twelve (12) hours in a calendar day will be entitled to an \$8.00 meal reimbursement. In order to receive the reimbursement, employees must submit a receipt showing food purchased in an amount greater than or equal to the amount of the reimbursement during their scheduled work hours.

Section 17. Promotional Increases/Demotions. Employees who are promoted or reclassified by the Region to a position within the bargaining unit with a higher grade will receive an increase in their hourly rate of the better of 3.5% (5% if more than one (1) grade increase) of their current wage rate or the minimum of the new grade. If the employee elects not to continue to perform the work of the higher rated position or the employee is removed from performing that work by the Region as a result of the employee's failure to maintain acceptable performance standards, the employee will be demoted and the employee's base hourly rate will be reduced by 3.5% (5% in the case of a two or more grade demotion) to eliminate the promotional increase. Serving as a trainer for other employees or an on-the-job instructor (OJI) shall not be considered a promotion or reclassification.

Section 18. Sunday Pay. See National Addendum Article 14 and Appendix B.

Section 19 Turnaround Time – Determined by the National Addendum Article 10.

Article 16 - Benefits

Section 1. Retirement Benefits shall be determined by Article 21 of the National Addendum.

Section 2. Severance Pay. Employees in the bargaining unit will receive severance pay under the American National Red Cross Severance Pay Policy in effect on October 2, 2015 for non-bargaining unit employees in Manchester. The policy that will be applied is the one that the Red Cross had in place on October 2, 2015.

Section 3. Holidays. All holidays will be designated and administered pursuant to Article 15 of the National Addendum. All floating holidays shall be scheduled in accordance with local agreement(s) and practices for the duration of this Agreement. Employees may be required to work their regularly-scheduled number of shifts during a holiday week. The Region will notify employees at least ninety (90) days in advance if work will be needed on Thanksgiving Day or Christmas Day. The Region will notify employees at least thirty (30) days in advance if work will be needed on any other holiday recognized by the Region. If work is needed on a holiday recognized by the Region, the Region shall first solicit volunteers to work. If there are an insufficient number of volunteers to work, employees will be assigned to work in reverse order of seniority.

Section 4. Health Insurance Benefits.

Health insurance and related benefits shall be administered in accordance with Article 19 and 20 of the National Addendum.

Section 5. Other Benefits – deleted.

Section 6. Paid Time Off.

(a) See National Addendum for PTO provision.

(b) The parties agree that the first three times each calendar year that an employee is tardy, absent or leaves early shall not be counted as an occurrence under the Region's attendance policy.

Section 7. Earned Illness Bank. Red Cross and the Union had executed an MOA which modifies this provision and which shall remain in effect.

Article 17 - Leave Benefits

For these Sections, the policies in place on October 2, 2015 will remain in place, even where the Red Cross has subsequently changed the policy for non-bargaining unit employees in Manchester.

Section 1. Paid Leaves. The Region policies on funeral leave, jury duty and military duty leave in effect on October 2, 2015 will apply to employees in the bargaining unit on the same basis as they apply to hourly, non-bargaining unit employees in Manchester.

Section 2. Unpaid Leaves. The Region policy on Family and Medical Leave ("FMLA") leave in effect on October 2, 2015 will apply to employees in the bargaining unit on the same basis as it applies to hourly, non-bargaining unit employees in Manchester. In addition, employees in the bargaining unit will be eligible for other leave without pay under the same circumstances and on the same basis as such leaves are available to hourly, non-bargaining unit employees in Manchester that was in effect on October 2, 2015.

Section 3. Union Leaves. Employees who are authorized Union Representatives may, subject to scheduling requirements, be excused without pay or granted leaves of absence without pay by

the Region at the request of the Union to attend official Union meetings, conventions and training programs up to a combined total for all such Union Representatives of fifteen (15) days per fiscal year. The Union will make all requests for such excused absences or leaves of absences as far in advance as possible, but in no case later than three (3) weeks before the first day for which such absence is requested.

Section 4. Medical Leaves. Eligible employees may be granted medical leave on the same basis as hourly, non-bargaining unit employees in Manchester that was in effect on October 2, 2015. Employees on such a leave will retain their seniority for up to fifteen (15) months.

Section 5. Workers Compensation Leaves. Eligible employees may be granted workers compensation leave on the same basis as hourly, non-bargaining unit employees in Manchester that was in effect on October 2, 2015. Employees on such a leave will retain their seniority for up to twenty-four (24) months.

Section 6. Voting. Employees will be provided time off to vote in accordance with Region policy in effect October 2, 2015.

Article 18 - Miscellaneous

Section 1. Safety Committee. The Union may appoint two (2) representatives to the Region Safety Committee, one (1) of whom is either a Collection Technician II, Collection Technician III, Collection Specialist I, Collection Specialist II or Technician Instructor and one (1) of whom is a Mobile Unit Assistant I or Mobile Unit Assistant II.

Section 2. Weather Emergency. When the Region declares a weather emergency for a particular location, employees who are requested by the Region to work are expected to do so whenever possible. Employees who report to work when requested by the Region to do so during a weather emergency declared by the Region at their location will be paid in accordance with the Region policy in effect October 2, 2015. If an employee believes that hazardous weather conditions make it unsafe for the employee to travel and no weather emergency has been declared, the employee may use PTO or unpaid time, if the employee has no PTO available. Any such time shall be treated as an occurrence in accordance with the Region's attendance policy and Article 16 Section 7(b).

Section 3. Incentives. The Region, in its discretion, may offer incentives to employees in the bargaining unit from time to time. The Region will provide the Union with notice of the incentives at the time that they are offered.

Section 4. The Region shall make reasonable efforts to have mobile drives conducted at sites with reasonable temperature. If an employee gets sick during a drive, he or she shall inform the charge nurse and shall take PTO time for the remainder of the employee's scheduled hours that day. If, because of the temperature at the drive, the employee believes that it is too difficult for the employee to continue working, the employee shall inform the charge nurse and shall use PTO to cover the remainder of the employee's scheduled work hours. Any such time shall be treated as an occurrence in accordance with the Region's attendance policy and Article 16 Section 7(b).

Article 19 - Severability

The provisions of this Agreement are deemed to be separable to the extent that if and when any provision of this Agreement is determined to be in conflict with any law, rule or regulation, such decision shall not effect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect. In the event any provision of this Agreement is determined to be void or to conflict with any law, rule or regulation, the Agreement shall be reopened for negotiations limited to the subject of the provision declared to be invalid.

Article 20 - Scope of Agreement

During the negotiations resulting in this Agreement (which includes the National Addendum, 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 (which includes the National Addendum), during the term of this Agreement (as extended by the National Addendum), 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, where: such matters are specifically referred to in this Agreement; such matters were discussed between the Region and the Union during the negotiations which resulted in the Agreement; or 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 (which includes the National Addendum), 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. [National Addendum]

Article 21 – Term of Agreement

Section 1. This Agreement shall be in full force and effect from October 2, 2018 until midnight on September 30, 2021 and shall be renewed or reopened consistent with Article 24, Section 1 of the National Addendum.

Section 2. In the event the parties do negotiate for an amendment or termination of this Agreement, the Union agrees to provide the Region with a written notice with any intention to strike at least ten (10) days before any strike commences. This notice shall contain the date and time the strike

shall begin, though the notice may be extended by written agreement of the parties. This requirement to provide a ten (10) day strike notice shall survive the expiration of this Agreement and any renewal or extension thereof.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by duly authorized officers and representatives.

~~FOR THE UNION~~

FOR THE REGION:

Date:

Date:

[signatures on file]

Side Letter re Drive Committee

1. The Region and the Union acknowledge that the Region currently has in place a business practice on Mobile Collection Operation Site Assessment and Planning (current version is BP NE15.003 and BP NE15.003-frm01 Rev. 09/10) that includes procedures for the selection and inspection of sites for mobile collection operations.

2. The Region agrees that for the term of the 2010-2013 contract, the Region will not make changes to this business practice without giving the Union notice of the planned change. It is anticipated by the parties that changes to the business practice will be intended to improve the screening of sites.

3. When the Team Supervisor on location questions the suitability of a site he/she shall call the Manager of Collections or his/her designee unless a different procedure is announced by the Region after providing notice to the Union of the new procedure. After such consultation, the Team Supervisor shall follow the direction given and document it accordingly. The Team Supervisor will record issues related to site suitability in accordance with the business practice.

4. The parties will create a Drive Committee to discuss possible solutions to perceived problems regarding site suitability of mobile unit operations. This could include reviewing issues that have arisen with sites for mobile unit operations in the past and reviewing upcoming mobile unit operations with an eye towards identifying and avoiding potential problems. The Committee shall consist of three (3) bargaining unit members selected by the Union and three (3) management representative selected by the Region, one of whom will come from the Donor Recruitment Department. The Committee shall meet monthly for the first six (6) months following ratification of the collective bargaining agreement at mutually agreed upon times, places and durations, and thereafter on a schedule determined by the Committee. Unless decided otherwise by the Committee, it is intended that the Committee will have a "pre-season" meeting sufficiently in advance of the start of summer and winter to discuss issues that may be anticipated during those seasons. Minutes will be kept of all Committee meetings and made available to all Committee members, including any action items agreed to by the Committee. The Committee shall develop recommendations to be presented to the Director of New Hampshire Operations for review. The Region's decision not to implement a recommendation will not be subject to the grievance and arbitration procedure.

Side Letter re Employee Reclassification – July 2014

1. Employees will have their positions reclassified based on the tasks for which they have been trained and are certified. Except as provided in the 2014 Memorandum of Agreement, employees will generally retain their existing pay rates when they move to the new job titles. Employees who were certified in both double red cells and apheresis and are moved to the position of Collection Specialist I but received only a single 3.5% increase previously will receive an increase of 3.5% when the reclassification occurs. Employees who were certified in apheresis but not double reds and received a 3.5% increase at the time that they were certified in apheresis and are moved to the position of Collection Specialist I will receive an increase of 1.5% when the reclassification occurs. The list of resulting pay rates as a result of these adjustments and the adjustments in Article 14 Section 1 in the July 2014 Memorandum of Agreement was provided by the Region.
2. The existing employees in the position of charge (Collection Specialist II) in Manchester will be made a part of the bargaining unit. These employees will not receive the wage increase and lump sum payments specified in Article 14 Section 2 of the July 2014 Memorandum of Agreement as a result of having already received a wage increase in 2014.

LETTER OF UNDERSTANDING RE MUA II

The parties understand and acknowledge that the following will apply regarding the transition of staff from MUA I to MUA II:

1. Effective with the date of this letter, the Region will have the discretion to hire all new employees into MUA positions as MUA IIs.
2. Employees who are employed by the Region in an MUA I position as of the date of this letter, will have the opportunity to transition to MUA II positions. Employees will be selected for this transition using the following order of selection: volunteers, in order of seniority, followed by remaining employees in reverse order of seniority.
3. MUAs who were employed by the Region on June 30, 2013 will not be separated from employment as a result of their unwillingness to participate in training to become an MUA II until at least November 30, 2014.

SIDE LETTER AGREEMENT

This Side Letter Agreement addresses the issues of the skill premiums for "Charge" and for performing "Double Red Cells/DRC" (also known as "Power Reds") in the National Addendum to the Collective Bargaining Agreement between the ARC and UAW Local 2322 in Manchester, NH.

1. CS II [Charge] – 5% increase when an employee becomes a CSII, plus \$2.50 per the National Addendum when assigned charge. [CS II would also get the \$1.50 per hour for performing DRC (see par. 5 below)].
2. Current CT III's will be grandfathered in at their current rate. They will get no premium for doing DRC as per the National Addendum.
3. When a CTII becomes a CT III, he/she will get a 3.5% increase and no premium for doing DRC, in accordance with the National Addendum.
4. When a CT III becomes a CS I, s/he will not get 3.5% but will get the \$1.50/hr. for doing DRC.
5. When a CS I becomes a CS II, s/he will receive a 5% increase in and \$1.50/hr. for doing DRC as per the National Addendum.
6. When a CT III becomes a CS II, s/he will get a 5% increase and \$1.50/hr. for doing DRC as per the National Addendum.
7. When a CS II is doing charge, s/he will get \$2.50/hour per the National Addendum.
8. A CSII staff member who is not working as Charge on a drive, but is doing DRC, would get paid the DRC premium but not the Charge premium.
9. A CSII staff member who is assigned to work as Charge on a drive, will get the Charge premium, but not the DRC premium, even if they are assisting or covering for a staff member who has been assigned to do DRC that day.

This agreement will be applied retroactive to July 2, 2016.

Tentatively Agreed October 24, 2016:

For ARC:

For UAW Local 2322

Tor Christensen

Kevin Boutin

[signatures on file]

MEMORANDUM OF AGREEMENT

The American Red Cross Northern New England Region and the UAW L 2322 enter into the following agreement regarding the Union's grievance National Grievance number NNE 2016-0001:

The Union agrees to withdraw the grievance.

The NNE Region agrees to the following:

Mobile Operations:

Effective June 1, 2016 incumbent staff hired before January 1 2014, and were previously on an every third weekend rotation will be moved back to an every third weekend rotation with a published calendar for the remainder of the year.

Staff hired after January 1, 2014 will remain on the every other weekend rotation.

All new hires moving forward will be hired with the understanding they will work every other weekend. In accordance with the National Addendum, if the region has an operational need for additional shifts to be covered on Saturday or Sunday, it will be filled as follows:

The shifts will be posted and filled on a first come first serve basis

Volunteers will be solicited

If an insufficient number of volunteers are identified the shift will be filled by reverse seniority of those staff members on an every third weekend rotation.

Weekend work is defined as both Saturday and Sunday. If it is a staff person's weekend to work they could be scheduled for one or both days pending the available drives.

Future changes to weekend schedules will be discussed with the Union and not implemented until there is agreement.

Date: 4 27.16

For NNE Region

For the Union

Colin Frey

Kevin Boutin

[signatures on file]

MEMORANDUM OF AGREEMENT

The American Red Cross Northern New England Region and the UAW L 2322 enter into the following agreement regarding the Apheresis Department:

The Union agrees that this agreement resolves the scheduling issues of the Apheresis Department raised in lieu of a grievance in March 2016.

The NNE Region agrees to the following:

Fixed Site (Apheresis Operations)

- Staff will remain on an every other weekend rotation
- Any subsequent staff hired into the unit, either new or incumbent, will do so with the understanding that they will work every other weekend.
 - As we hire into the department, either from existing staff or in the event there is not a qualified candidate a new employee, starting with the most senior staff, any incumbent apheresis staff currently in the department at the time of this agreement will move back to an every third weekend rotation
 - Staff have the option of electing to work every weekend if they chose
- A calendar would be published for the remainder of the year
- In conjunction with this change, the current templates reflecting 7:15 AM will continue until the site integrates. Changes to the shifts required for integration will be discussed with the Union and not implemented until there is agreement.
- We would work on a (one-time, non-precedent setting) solution for Janet for the three months the templates are active at the 7:15AM start time.

Date: 04/27/2016

For NNE Region

For the Union

Jennifer Ruggiero

Kevin Boutin

[signatures on file]

MEMORANDUM OF AGREEMENT BETWEEN AMERICAN RED CROSS AND UAW L.2322

Article 13 Section 4 Scheduling

Management withdrew its proposed changes.

The Union will withdraw its proposed change to this paragraph provided the APS or SAG will endeavor to address scheduling by seniority and based on the NA Article 10, Section 4.

And add the following paragraph to Article 13 Section 4

The Scheduling Department will contact employees, who are not already scheduled, by seniority, to fill needed roles based ^{on} operational needs, including but not limited to, unplanned absences; or for any other reasons a drive is or becomes understaffed pursuant to the National Addendum Article 9, Sec.3; or to address issues that arise from the 45 45 45 initiative pursuant to the National Addendum Article 9, sec. 9. Employees shall be contacted regardless of whether he/she has worked fewer than ten (10) hours from their last hour worked; employees who elect to do so would waive turnaround time.

[See also Article 10 of the National Addendum]

Side Letter Agreement - Reopener:

The Union may reopen negotiations if either or both of the following occur:

- 1.The Red Cross and any local union in the Northern New England Region make an agreement that employees who work on Sundays will receive time and a half pay;
2. The Red Cross and any local union in the Northern New England Region make an agreement that the minimum wage for any or all positions shall be \$15.00/hour or more.

For AMERICAN RED CROSS

For UAW Local 2322

Date: _____

Date: 9/21/2018

[signatures on file]

Letter Agreement: Introduction of 4-10's in Apheresis and Resolution of MUA Cross Training Issues

Date: June 14, 2019

ARC and the UAW have reached agreement on the issues below and wish to memorialize the Parties understanding and agreement.

Introduction of 4-10 hour schedules in Apheresis: The Parties have agreed to move to 10 hour employee schedules (4-10's) and agreed to the following terms/practices and treatment of specific individuals.

1. With the extension of the day, employees will be provided with a 3rd break during the day.
2. Holidays for 10 hour per day employees will be paid at 8 hours. Employees may add up to 2 hours of PTO to bring the holiday pay to 10 hours.
3. Floating holidays are accrued and used in hour increments per the National Addendum (16 hours in January, 16 hours in July).
4. Unscheduled employee absences and daily PTO requests will be charged/paid at 8 hours per day. The employee may add up to 2 additional PTO hours to bring the PTO to 10 hours for the day. Weekly PTO will be charged at 40 hours (e.g. employee takes a week for a vacation).
5. Several individual employee schedules are unique and the Parties agree they will be handled as follows.
 - a. Lisa Raynes – Currently a part time employee typically working 30 hours per week, will be moved to full time regularly scheduled to work 4-10's.
 - b. Mohammed Abdulmutaleb - Currently a full time employee typically working 20 hours per week , will be moved to part time regularly scheduled to work 2-10's.
 - c. Rosa Moran – Currently a full time employee typically working 32 hours per week, will be moved to part time (full time for benefit purposes) regularly scheduled to work 3-10's.

Resolution of outstanding MUA cross training issues: Two MUA's did not cross train per the prior National Addendum. ARC did not exercise the terms of the contract related to employees who refuse or are unable to cross train during the period of the former National Addendum. The Parties have agreed to resolve the cross training issue as follows:

1. The 2018-21 National Addendum Article 9 Section 7 provides relaxed training requirements for multi union locations MUAs. The Parties agree to apply these relaxed standards (MUA can train in VP or HH but not required to train in both) to the two MUA's who have not cross trained as of this date.
 2. The MUA's will still be required to train and perform in the other functions previously required; Donor disconnect; Donor Care and Post Collection.
-

3. If the MUA's refuse to cross train, or fail to complete or pass training, the Union and ARC will meet to discuss actions to eliminate the MUA position, Alternate placement for the individuals, bidding for open positions and a timetable for action that will be no less than three (3) months (per the 2015 National Addendum).

The Parties agree to this letter of Agreement this 14th day of June, 2019.

[signatures on file]



To: Collections Staff

Date: Friday, February 9th 2018

Regarding: All Hands on Deck Days

Periodically, there will be days where we need all staff to work to support a particular blood drive (example, Singer Memorial Drive) or a particular day where the blood drive staffing need exceeds the available staffing on the day. These dates/drives are the only exceptions to your two consecutive day off (2CDO) schedules and this memo will explain how this will work and list the upcoming dates.

All Hands On Deck Days: The drives below will require all of us to be successful. Please mark your calendars. AP&S will provide an alternate day if the drive falls on a day you normally would have off. PTO slots will be blacked out.

Upcoming All Hands on Deck Days*:

- WMUR Channel 9, Manchester NH: 6/1/18
- WZLH Chill & Grill, Nashua NH: 7/11/18
- Gail Singer Memorial Blood Drive, Manchester NH: 8/28/18 & 8/29/18

Days where staffing need exceeds available staff: We will look for volunteers in advance to meet the need. If we do not get the needed volunteers we will assign staff in reverse seniority.

Upcoming Additional Staffing Need Days*:

- Compassionate Friends, Manchester NH: 4/14/18
- Cinemagic, Westbrook ME: 8/18/18

Please reach out to Scheduling if you would like to volunteer in advance for any of these drives.

Thank you!

Timothy Washburn

Director of Acquisition Planning and Scheduling, Northeast

*All blood drives subject to change dates and staff needed as they are confirmed